



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

WEDNESDAY, NOVEMBER 15, 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/81327937629> 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

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

FAMILY COURT AWARENESS MONTH

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 OCTOBER 25, 2023, REGULAR CITY COUNCIL MEETING

2. REVENUE REPORT OCTOBER 2023
3. MONTHLY CASH AND INVESTMENT REPORT TO THE CITY COUNCIL FOR OCTOBER 2023
4. RESOLUTION NO. 6326 OF THE CITY COUNCIL OF THE CITY OF MAYWOOD AND SUCCESSOR AGENCY TO THE MAYWOOD COMMUNITY REDEVELOPMENT AGENCY APPROVING THE WARRANTS FOR PAYMENT
5. CONSIDERATION OF APPROVAL OF A PROFESSIONAL SERVICES AGREEMENT WITH KIMLEY-HORN FOR THE CITY'S HSIP CYCLE 11 - TRAFFIC SIGNAL IMPROVEMENT AT VARIOUS INTERSECTIONS ALONG SLAUSON AVENUE AND ATLANTIC AVENUE IN THE AMOUNT NOT TO EXCEED \$83,122.84.
6. CONSIDERATION OF THE RENEWAL OF A COMMERCIAL CANNABIS MICROBUSINESS LICENSE FOR CHRON MAYWOOD, LLC.

IX. DISCUSSION/ACTION ITEMS

7. DISCUSSION AND DIRECTION REGARDING THE NAME CHANGE OF RIVERFRONT PARK
8. DISCUSSION AND DIRECTION OF AN INFORMATIONAL REPORT ON SENATE BILL 329 RELATED TO CITY COUNCIL MEMBER COMPENSATION

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 Maywood City Council meeting is adjourned to Tuesday, November 28, 2023, at 5:30 p.m.

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.





MEETING MINUTES

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

WEDNESDAY, OCTOBER 25, 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 approximately 5:34 p.m.

II. CITY OFFICIALS

MAYOR
Frank Garcia (**present**)

CITY CLERK
Brian E. Juarez (**present**)

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/87299549584>

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** - Council Member Torres announced she would recuse herself from the Closed Session because she lives within 500 feet of the properties and under the FPPC regulations has a property conflict of interest and cannot participate in the item. Thereafter, 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.

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** – City Council provided comments.

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

THE FOLLOWING PROVIDED PUBLIC COMMENT:

1. Mrs. Wilson
2. David Perez
3. Rocio Maya
4. Jasmin Gonzalez
5. Alberto

VII. **PRESENTATIONS**

HALLOWEEN HOME DECORATING CONTEST WINNERS

LOS ANGELES SHERIFF'S DEPARTMENT: CITY UPDATE

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

1. MINUTES OF THE SEPTEMBER 12, 2023, SPECIAL CITY COUNCIL MEETING
2. MINUTES OF THE SEPTEMBER 27, 2023, REGULAR CITY COUNCIL MEETING
3. REVENUE REPORT SEPTEMBER 2023
4. MONTHLY CASH AND INVESTMENT REPORT TO THE CITY COUNCIL FOR SEPTEMBER 2023
5. RESOLUTION NO. 6322 OF THE CITY COUNCIL OF THE CITY OF MAYWOOD AND SUCCESSOR AGENCY TO THE MAYWOOD COMMUNITY REDEVELOPMENT AGENCY APPROVING THE WARRANTS FOR PAYMENT
6. RESOLUTION NO. 6323 AUTHORIZING THE TERMINATION OF THE ECO-RAPID TRANSIT (ERT) AND ALLOW GATEWAY COUNCIL OF GOVERNMENTS TO TAKE ON THE ADVOCACY
7. SECOND READING AND ADOPTION OF ORDINANCE NO. 23-11, AN ORDINANCE OF THE CITY OF MAYWOOD AMENDING IN ITS ENTIRETY CHAPTER 17 OF TITLE 8 OF THE MAYWOOD MUNICIPAL CODE REGARDING TENANT PROTECTIONS
8. CONSIDERATION OF RESOLUTION NO. 6324 OF THE CITY COUNCIL OF THE CITY OF MAYWOOD DESIGNATING THE CITY MANAGER, BY TITLE, AS APPLICANT'S AGENT FOR NON-STATE AGENCIES FOR THE CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES (CALOES) PUBLIC ASSISTANCE PROGRAM AND HAZARD MITIGATION GRANT PROGRAM
9. CONSIDERATION OF APPROVAL FOR ISSUANCE OF A SPECIAL EVENT PERMIT TO ST. ROSE OF LIMA SCHOOL LOCATED AT 4422 E. 60TH STREET FOR AN ANNUAL FUNDRAISER AND DIRECTION REGARDING CONDDITONS OF APPROVAL AS RECOMMENDED IN THE REPORT
10. CONSIDERATION OF APPROVING RESOLUTION NO. 6325 OF THE CITY COUNCIL OF THE CITY OF MAYWOOD APPROVING PARTICIPATION IN THE LOS ANGELES URBAN COUNTY PERMANENT LOCAL HOUSING ALLOCATION PROGRAM AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT FOR FUNDING
11. CONSIDERATION OF AWARD OF CONTRACT FOR THE CLEANING AND MAINTENANCE OF RETROFITTED AND UNMODIFIED CITYWIDE CATCH BASINS FOR A THREE YEAR PERIOD IN THE AMOUNT OF \$64,080.00
12. CONSIDERATION OF AWARD OF A CONSTRUCTION CONTRACT TO CARE FOR THE CHILDREN DBA CFTC PAINTING FOR THE CITYWIDE CURB NUMBERING PROJECT IN AN AMOUNT OF \$68,000.00 AND APPROVE THE BUDGET CONTINGENCY ALLOWANCE

IX. DISCUSSION/ACTION ITEMS

13. CONSIDERATION OF ADOPTION OF MAYWOOD ACTIVE TRANSPORTATION BIKE AND PEDESTRIAN MASTER PLAN

City Manager introduced the City's Consultant, KOA, to present the proposed Active Transportation Bike and Pedestrian Master Plan.

Motion to approve the Active Transportation Bike and Pedestrian Plan by De La Riva, and second by Garcia. AYES: De La Riva, Marquez, Torres, Aguiluz, Garcia. Motion passed 5-0.

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

THE FOLLOWING PROVIDED PUBLIC COMMENT:

1. David Perez
2. Anonymous

XI. ADJOURNMENT – Mayor Garcia adjourned the meeting at approximately 7:04 p.m. to Wednesday, November 15, 2023, at 5:30 p.m. in the City Council Chambers.

AGENDA REPORT

CITY OF MAYWOOD



AGENDA ITEM NO. 2.

DATE: November 15, 2023

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: JENNIFER VASQUEZ, CITY MANAGER

BY: RAUL HERRERA, SENIOR ACCOUNTANT

SUBJECT: REVENUE REPORT OCTOBER 2023

RECOMMENDATION:

Staff recommends that the City Council receive and file the Revenue Report from July - October 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 - October 2023 totaled \$2,348,862.67, 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 expecting the County to disburse the funds in the near future..

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 through October 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 - October 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	\$318.58	\$98.93	(\$219.65)	-68.95%	\$555,000.00	0.02%
Property Taxes	\$15,909.04	\$15,374.79	(\$534.25)	-3.36%	\$720,000.00	2.14%
4211 - Utility Users Tax	\$327,581.13	\$316,054.99	(\$11,526.14)	-3.52%	\$1,200,000.00	26.34%
4206 - Real Estate Transfer Tax	\$7,199.52	\$4,092.28	(\$3,107.24)	-43.16%	\$28,000.00	14.62%
4202 - Hotel / Motel Room Transient Occupancy Tax (TOT)	\$4,833.43	\$9,481.98	\$4,648.55	96.17%	\$77,250.00	12.27%
4212 - Cannabis Sales Tax	\$96,893.19	\$6,987.53	(\$89,905.66)	-92.79%	\$1,750,000.00	0.40%
4201 - Sales and Use Tax Revenue	\$474,487.56	\$376,022.19	(\$98,465.37)	-20.75%	\$2,400,000.00	15.67%
Taxes Totals	\$927,222.45	\$728,112.69	(\$199,109.76)	-21.47%	\$6,730,250.00	10.82%
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	\$8,234.90	\$4,007.30	(\$4,227.60)	-51.34%	\$21,500.00	18.64%
4305 - Public Works Permit Fees	\$105,615.00	\$35,549.00	(\$70,066.00)	-66.34%	\$190,000.00	18.71%
Other Fees & Permits	\$6,557.60	\$9,812.10	\$3,254.50	49.63%	\$18,000.00	54.51%
4320 - Occupancy Permits	\$1,822.20	\$597.40	(\$1,224.80)	-67.22%	\$6,000.00	9.96%
4313 - Building Permits	\$35,322.70	\$15,731.98	(\$19,590.72)	-55.46%	\$80,000.00	19.66%
4307 - Commercial Cannabis Renewal Fees	\$14,850.00	\$14,850.00	\$0.00	0.00%	\$74,250.00	20.00%
4322 - Parking Permits	\$10,327.00	\$9,725.00	(\$602.00)	-5.83%	\$60,000.00	16.21%
4311 - Apartment License	\$118.00	\$190.60	\$72.60	61.53%	\$16,000.00	1.19%
4205 - Business License Tax	\$14,464.69	\$6,711.40	(\$7,753.29)	-53.60%	\$220,000.00	3.05%
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	\$197,312.09	\$97,174.78	(\$100,137.31)	-50.75%	\$4,194,750.00	2.32%

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						
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	\$20,827.14	\$12,919.14	(\$7,908.00)	-37.97%	\$50,000.00	25.84%
4702 - Rents & Concessions	\$7,938.00	\$7,938.00	\$0.00	0.00%	\$23,814.00	33.33%
Charges for Services Totals	\$28,765.14	\$20,857.14	(\$7,908.00)	-27.49%	\$73,814.00	28.26%
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	\$3,850.70	\$1,501.35	(\$2,349.35)	-61.01%	\$5,700.00	26.34%
4404 - Southeast Municipal Court (SEMC) - Court Collections	\$43,712.65	\$58,660.48	\$14,947.83	34.20%	\$180,000.00	32.59%
4403 - Citations: Administrative	\$3,100.00	\$1,700.00	(\$1,400.00)	-45.16%	\$6,000.00	28.33%
4402 - Citations: Parking	\$67,352.76	\$88,647.77	\$21,295.01	31.62%	\$412,000.00	21.52%
Fines and Forfeitures Totals	\$118,016.11	\$150,509.60	\$32,493.49	27.53%	\$603,700.00	24.93%
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	\$19,386.72	\$19,669.32	\$282.60	1.46%	\$59,005.00	33.34%
Leases and Concessions Totals	\$19,386.72	\$19,669.32	\$282.60	1.46%	\$59,005.00	33.34%
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	\$37,131.31	\$140,744.04	\$103,612.73	279.04%	\$93,000.00	151.34%
4809 - Miscellaneous Revenue	\$21,972.65	\$3,076.75	(\$18,895.90)	-86.00%	\$48,000.00	6.41%
4804 -Other (Recycle + ABx1 Reimbursement)	\$0.00	\$0.00	\$0.00	0.00%	\$7,000.00	0.00%
Miscellaneous Revenue Totals	\$59,103.96	\$143,820.79	\$84,716.83	143.34%	\$168,000.00	85.61%
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	\$1,349,806.47	\$1,160,144.32	(\$189,662.15)	-14.05%	\$13,129,519.00	8.84%

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	\$176,785.88	\$249,059.34	\$72,273.46	40.88%	\$620,323.00	40.15%
214 - Transportation Development Act (TDA) Bikeway	\$0.00	\$0.00	\$0.00	0.00%	\$29,037.00	0.00%
221 - Proposition A Transit Fund	\$248,722.75	\$225,922.37	(\$22,800.38)	-9.17%	\$717,151.00	31.50%
222 - Proposition C Transit Fund	\$207,859.28	\$189,106.84	(\$18,752.44)	-9.02%	\$594,858.00	31.79%
224 - Measure R Transit Fund	\$154,700.96	\$140,462.49	(\$14,238.47)	-9.20%	\$446,144.00	31.48%
225 - Measure M Transit Fund	\$175,112.99	\$158,002.83	(\$17,110.16)	-9.77%	\$505,629.00	31.25%
216 - SB-1 Road Maintenance Rehabilitation Act Fund	\$93,130.55	\$106,136.44	\$13,005.89	13.97%	\$535,751.00	19.81%
243 - Community Development Block Grant (CDBG)	\$14,675.00	\$6,998.00	(\$7,677.00)	-52.31%	\$356,826.00	1.96%
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	\$15,541.38	\$21,430.04	\$5,888.66	37.89%	\$159,900.00	13.40%
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	\$91,600.00	\$91,600.00	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)	0.00%	\$177,031.00	0.00%
Special Revenue Totals	\$4,489,817.38	\$1,188,718.35	(\$3,301,099.03)	-73.52%	\$4,650,503.00	25.56%
Total Revenues	\$5,839,623.85	\$2,348,862.67	(\$3,490,761.18)	-59.78%	\$17,780,022.00	13.21%

AGENDA REPORT

CITY OF MAYWOOD



AGENDA ITEM NO. 3.

DATE: November 15, 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 OCTOBER 2023

RECOMMENDATION:

Staff recommends that the City Council receive and file the attached cash and investment report for October 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 October 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 approving this report.

ATTACHMENT(S)

1. October 2023 Cash and Investment Report

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

Description	Type	Ending Balance as of 10/31/2023
A - Non-Investment Cash Accounts		
A1 - US Bank - October 2023	Cash	\$2,847,275.17
A2 - Total Cash Accounts		<u>\$2,847,275.17</u>
B - Investment Accounts		
B1 - Local Agency Investment Fund (LAIF)	Pooled Money Investment Account (PMIA)	\$15,308,785.66
B2 - California Public Employees' Retirement System (CalPERS) California Employers' Retiree Benefit Trust (CERBT) Calculated Report Results as of October 31, 2023	Title 26 - U.S.C. 115 - Income of States, Municipalities, etc., Trusts	\$900,398.72
B3 - California Public Employees' Retirement System (CalPERS) California Employers' Pension Prefunding Trust (CEPPT) Calculated Report Results as of October 31, 2023	Title 26 - U.S.C. 115 - Income of States, Municipalities, etc., Trusts	<u>\$883,139.14</u>
B4 - Total Investment Accounts		<u>\$17,092,323.52</u>
C - Total Cash and Investments		<u>\$19,939,598.69</u>

AGENDA REPORT

CITY OF MAYWOOD



AGENDA ITEM NO. 4.

DATE: November 15, 2023

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: JENNIFER VASQUEZ, CITY MANAGER

BY: LUZ MARIA, ACCOUNTING SPECIALIST

SUBJECT: RESOLUTION NO. 6326 OF THE CITY COUNCIL OF THE CITY OF MAYWOOD AND SUCCESSOR AGENCY TO THE MAYWOOD COMMUNITY REDEVELOPMENT AGENCY APPROVING THE WARRANTS FOR PAYMENT

RECOMMENDATION:

Staff recommends that the City Council receive, approve and file the warrant registers, wire transfers dated 10/20/2023 through 11/06/2023, and net payrolls dated 10/20/2023 through 10/26/2023 and adopt Resolution No. 6306 approving Warrants for Payment.

BACKGROUND:

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 FY2023-24 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. 23-24 Impact: FY23-24 Impact: <i>Warrant Demand (Warrant Payment) of \$345,616.52 plus Wire Transfers/ACH Transactions of \$86,289.95 equaling \$431,906.47 in total.</i>	Current F.Y. Budget: 2023/2024
Fund Impacted: <i>Fund Impacted: Warrant Demand (Warrant Payment) of \$345,616.52 from these various fund sources:</i> i. Fund-100 - General Fund = \$ 157,874.58 ii. Fund 212 - Gas Tax - 2103, 2105, 2107, 2106, 2107.5 Fund = \$ 34,680.15 iii. Fund 221 - Proposition A Transit Fund = \$ 37,911.12 iv. Fund 222 - Proposition C Transit Fund = \$ 5,232.93 v. Fund 225 - Measure M Transit Fund = \$ 9,851.20 vi. Fund 243 - Community Development Block Grant (CDBG) Fund = \$ 18,000.00 vii. Fund 251 - Street Lighting Fund = \$ 13,727.85 viii. Fund 261 - Federal / State / County Grants fund = \$ 60,539.68 ix. Fund 280 - Measure W Safe Clean Water Program Fund = \$ 7,537.00	Budget adjustment requested: Not applicable

x. Fund 412 - Sewer Enterprise Fund = \$ 262.01	
Source of funds: 100, 212, 221, 222, 225, 243, 251, 261, 280 and 412	Updated Account Budget: Not applicable
Account Number: Various General Ledger (GL) Accounts	For fiscal year: 2023/2024

ATTACHMENT(S)

1. Resolution No. 6326 Approving the Warrants for Register 11.15.23
2. Exhibit A Summary Warrant Demand 11.15.23
3. Exhibit B Warrant Register Detail 11.15.23

RESOLUTION NO. 6326

**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 \$431,906.47 are hereby ratified:

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

PASSED, APPROVED AND ADOPTED THIS 15th day of November 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. 6326, 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 15th day of November, 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, November 15, 2023

Accounts Payable

Amount

Accounts Payable prepaid warrants for payment: Checks No.	\$	-
Accounts Payable regular warrants for payment: Check No. 091422 - 091480	\$	345,616.52
Sub-total	\$	345,616.52

Wire Transfers/ACH Transactions

10/20/23	ADP Payroll Fees	\$	445.36
10/25/23	CalPERS Employer Contribution 9/10/2023 - 9/23/2023	\$	8,454.85
10/26/23	Payroll Pay Period 10/8/2023 - 10/21/2023	\$	50,345.10
11/01/23	US Bank - Merchant Fees	\$	436.48
11/06/23	CalPERS Health Premium November 2023	\$	26,608.16
Sub-total		\$	86,289.95

Total Demands	\$	431,906.47
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City of Maywood
Check/Voucher Register - Warrant Register LM
From 10/29/2023 Through 11/6/2023

Check No.	Date	Vendor Name	Check Amount	Transaction Description	Fund Title	
091422	11/6/2023	ACC Business	824.22	Internet Services From 09/11/23-10/10/23	General Fund	100
091423	11/6/2023	Amazon Capital Services	668.55	Community Events- Supplies	General Fund	100
	11/6/2023	Amazon Capital Services	19.70	Finance Office Supplie	General Fund	100
091424	11/6/2023	Modern IT, Inc. dba Advanced Microcomputing Concepts, Inc.	2,016.44	City of Maywood - Device Purchase (AMCQ3906)	General Fund	100
091425	11/6/2023	Angel Villegas	852.90	Retiree Medical Reimbursement Angel Villegas November 2023	General Fund	100
091426	11/6/2023	Base Hill Inc.	6,172.97	City of Maywood Janitorial Services - October 2023	General Fund	100
091427	11/6/2023	Bordin Semmer LLP	500.00	City Claims- Legal Expense 6- 30-23	General Fund	100
091428	11/6/2023	Brent Talmo	852.90	Retiree Medical Reimbursement Brent Talmo November 2023	General Fund	100
091429	11/6/2023	Brian E. Juarez	300.00	November 2023 City Clerk Stipend- Brian E. Juarez	General Fund	100
091430	11/6/2023	Bruce Leflar	1,051.79	Retiree Medical Reimbursement Bruce Leflar November 2023	General Fund	100
091431	11/6/2023	California Consulting Inc.	3,500.00	Grant Writing Consulting Services- November 2023	General Fund	100
091432	11/6/2023	Carlos Rodriguez	8,951.00	Settlement Check for Claim #GHC0059745	General Fund	100
091433	11/6/2023	Cat Specialties Inc.	444.60	Safety vest	General Fund	100
091434	11/6/2023	Christine M. Locher	269.02	Retiree Medical Reimbursement Christine Locher November2023	General Fund	100
091435	11/6/2023	Occupational Health Centers of CA	106.00	Pre-Employment Physical - De Santos, Jose	General Fund	100
	11/6/2023	Occupational Health Centers of CA	106.00	Pre-Employment Physical - Ronnie Urias	General Fund	100
091436	11/6/2023	County of L.A. Dept. of Animal Control	16,480.42	Animal Control for September 2023	General Fund	100
091438	11/6/2023	Crosstown Electrical & Data Inc.	1,823.73	Benito Park 9/25/23	General Fund	100
	11/6/2023	Crosstown Electrical & Data Inc.	147.59	Benito Park 9/5/23	General Fund	100

City of Maywood
Check/Voucher Register - Warrant Register LM
From 10/29/2023 Through 11/6/2023

Check No.	Date	Vendor Name	Check Amount	Transaction Description	Fund Title	
	11/6/2023	Crosstown Electrical & Data Inc.	1,636.48	Pixley Park 9/12/23	General Fund	100
	11/6/2023	Crosstown Electrical & Data Inc.	457.69	Riverfront Park 9/14/23	General Fund	100
	11/6/2023	Crosstown Electrical & Data Inc.	221.39	Riverfront Park 9/5/23	General Fund	100
	11/6/2023	Crosstown Electrical & Data Inc.	531.49	Riverfront Park 9/6/23	General Fund	100
	11/6/2023	Crosstown Electrical & Data Inc.	147.59	Along Slauson Avenue 9/26/23	Gas Tax - 2103, 2105, 2107, 2106, 2107.5 Fund	212
	11/6/2023	Crosstown Electrical & Data Inc.	361.34	Atlantic Blvd. & 56th Street 9/14/23	Gas Tax - 2103, 2105, 2107, 2106, 2107.5 Fund	212
	11/6/2023	Crosstown Electrical & Data Inc.	147.59	Carmelita from 54th to 57th 9/5/23	Gas Tax - 2103, 2105, 2107, 2106, 2107.5 Fund	212
	11/6/2023	Crosstown Electrical & Data Inc.	3,552.74	Everett & 58th 9/27/23	Gas Tax - 2103, 2105, 2107, 2106, 2107.5 Fund	212
	11/6/2023	Crosstown Electrical & Data Inc.	3,496.81	Maywood Ave. 9/12/23	Gas Tax - 2103, 2105, 2107, 2106, 2107.5 Fund	212
	11/6/2023	Crosstown Electrical & Data Inc.	147.59	Maywood Ave. 9/5/23	Gas Tax - 2103, 2105, 2107, 2106, 2107.5 Fund	212
	11/6/2023	Crosstown Electrical & Data Inc.	406.94	Randolph - 9/14/23	Gas Tax - 2103, 2105, 2107, 2106, 2107.5 Fund	212
	11/6/2023	Crosstown Electrical & Data Inc.	737.95	Slauson Ave/ Carmelita Ave. 9/7/23	Gas Tax - 2103, 2105, 2107, 2106, 2107.5 Fund	212
	11/6/2023	Crosstown Electrical & Data Inc.	590.36	Slauson Ave/ Maywood Ave. 9/14/23	Gas Tax - 2103, 2105, 2107, 2106, 2107.5 Fund	212
	11/6/2023	Crosstown Electrical & Data Inc.	3,110.06	Slauson Ave/ Maywood Ave. 9/15/23	Gas Tax - 2103, 2105, 2107, 2106, 2107.5 Fund	212
	11/6/2023	Crosstown Electrical & Data Inc.	2,537.79	Slauson Ave/ Maywood Ave. 9/18/23	Gas Tax - 2103, 2105, 2107, 2106, 2107.5 Fund	212
	11/6/2023	Crosstown Electrical & Data Inc.	295.18	Slauson Ave/Heliotrope Ave 9/18/23	Gas Tax - 2103, 2105, 2107, 2106, 2107.5 Fund	212
	11/6/2023	Crosstown Electrical & Data Inc.	442.77	Slauson Avenue & Alamo Avenue 9/1/23	Gas Tax - 2103, 2105, 2107, 2106, 2107.5 Fund	212
	11/6/2023	Crosstown Electrical & Data Inc.	1,049.15	Slauson Avenue & Alamo Avenue 9/26/23	Gas Tax - 2103, 2105, 2107, 2106, 2107.5 Fund	212
	11/6/2023	Crosstown Electrical & Data Inc.	2,110.30	Slauson Avenue & Alamo Avenue 9/5/23	Gas Tax - 2103, 2105, 2107, 2106, 2107.5 Fund	212
	11/6/2023	Crosstown Electrical & Data Inc.	147.59	Slauson Avenue & Atlantic Blvd 9/28/23	Gas Tax - 2103, 2105, 2107, 2106, 2107.5 Fund	212

City of Maywood
Check/Voucher Register - Warrant Register LM
From 10/29/2023 Through 11/6/2023

Check No.	Date	Vendor Name	Check Amount	Transaction Description	Fund Title	
	11/6/2023	Crosstown Electrical & Data Inc.	273.72	Slauson Avenue & Loma Vista Avenue 9/26/23	Gas Tax - 2103, 2105, 2107, 2106, 2107.5 Fund	212
	11/6/2023	Crosstown Electrical & Data Inc.	950.07	Streetlights at Heliotrope Elementary 9/15/23	Gas Tax - 2103, 2105, 2107, 2106, 2107.5 Fund	212
	11/6/2023	Crosstown Electrical & Data Inc.	2,057.40	City's Street Preventive Maintenance-October 2023	Street Lighting Fund	251
091439	11/6/2023	Daily Journal Corporation	660.54	Publication of Notice of Adoption Ordinance NO.	General Fund	100
	11/6/2023	Daily Journal Corporation	190.00	Publication of Notice of Adoption Ordinance NO.	General Fund	100
	11/6/2023	Daily Journal Corporation	175.00	Publication of Notice of Ordinance	General Fund	100
091440	11/6/2023	Edward Ahrens	1,358.28	Retiree Medical Reimbursement Edward Ahrens November 2023	General Fund	100
091441	11/6/2023	Marco Tulio Mancia Caballero dba Elim HVAC	650.00	Remove and repalce merv-13 filters for City Hall and	General Fund	100
091442	11/6/2023	Environmental Science Associates	135.00	Professional Serv for Climate In Action/Resiliency Plan - 9/	Federal / State / County Grants	261
091443	11/6/2023	George Hills Company	2,198.80	City Claims/ Adjuster - October 2023	General Fund	100
	11/6/2023	George Hills Company	1,575.00	City Claims/Adjuster Annual Admin Fee 11/01/23 to 10/31/24	General Fund	100
091444	11/6/2023	Global Equipment Company Inc.	2,836.04	(2) picnic tables for Riverfront Park	General Fund	100
091445	11/6/2023	Graffiti Protective Coatings	5,232.93	Graffiti Bus Shelter Maintenance- October 2023	Proposition C Transit Fund	222
	11/6/2023	Graffiti Protective Coatings	18,000.00	Citywide Graffiti Removal- September 2023	CDBG	243
091446	11/6/2023	Great West Produce	378.00	Trunk or Treat 20233 - Pumpkins for craft table	General Fund	100
091447	11/6/2023	HDL Coren & Cone	2,552.73	Property Tax Services - October to December 2023	General Fund	100
091448	11/6/2023	HdL Software LLC	392.60	New Accounts Processed- September 2023	General Fund	100

City of Maywood
Check/Voucher Register - Warrant Register LM
From 10/29/2023 Through 11/6/2023

Check No.	Date	Vendor Name	Check Amount	Transaction Description	Fund Title	
091449	11/6/2023	Myers & Sons Hi-Way Safety Inc.	165.66	Handicap signs	Gas Tax - 2103, 2105, 2107, 2106, 2107.5 Fund	212
091450	11/6/2023	Hub Cities Career Center Corporation	19,516.26	Maywood Youth Workfore Development Program	Federal / State / County Grants	261
091451	11/6/2023	James Arrasmith	150.00	DJ for Trunk-or-Treat Event 2023 on 10/26/23	General Fund	100
091452	11/6/2023	JMG Security System	520.61	JMG replaced wires to the card reader for the breakroom City	General Fund	100
091453	11/6/2023	Just Printing	192.93	15ft. Feather Flag for Community Meetings - Pixley Park	General Fund	100
091454	11/6/2023	L.B. Johnson Hardware #1	21.88	Concrete bags	General Fund	100
	11/6/2023	L.B. Johnson Hardware #1	50.35	Drano for urinal at Riverfront Park	General Fund	100
	11/6/2023	L.B. Johnson Hardware #1	95.74	Trunk or Treat - Decor and Supplies for event	General Fund	100
	11/6/2023	L.B. Johnson Hardware #1	176.25	Trunk or Treat - Decorations & Supplies for Event	General Fund	100
	11/6/2023	L.B. Johnson Hardware #1	40.42	Trunk or Treat 2023 - Decorations for event	General Fund	100
091455	11/6/2023	Los Angeles County Public Works	262.01	September 2023 Sewer SR#271138 52nd Place Point Repair	Sewer Enterprise Fund	412
091456	11/6/2023	Los Angeles County Registrar-Recorder/County Clerk	75.00	Notice of Exemption For Clean CA Grant Program	General Fund	100
091457	11/6/2023	Mary Mariscal	50.00	November2023 Treasurer Stipend- Mary Mariscal	General Fund	100
091458	11/6/2023	Maywood Car Wash	578.37	Fuel and Car Wash for the City Vehicles- September	General Fund	100
091459	11/6/2023	Maywood Mutual Water No.1	84.87	3530 E. Slauson Ave. 08/22/23-10/23/23	General Fund	100
	11/6/2023	Maywood Mutual Water No.1	127.14	3630 E. Slauson Ave 8/22/23-10/23/23	General Fund	100
	11/6/2023	Maywood Mutual Water No.1	97.55	3728 E Slauson Ave 08/22/23-10/23/23	General Fund	100

City of Maywood
Check/Voucher Register - Warrant Register LM
From 10/29/2023 Through 11/6/2023

Check No.	Date	Vendor Name	Check Amount	Transaction Description	Fund Title	
	11/6/2023	Maywood Mutual Water No.1	161.29	4400 E. Slauson Ave 08/22/23-10/23/23	General Fund	100
	11/6/2023	Maywood Mutual Water No.1	84.87	5921 Atlantic Ave. 08/22/23- 10/23/23	General Fund	100
	11/6/2023	Maywood Mutual Water No.1	59.51	5961 Atlantic Ave 8/22/23- 10/23/23	General Fund	100
	11/6/2023	Maywood Mutual Water No.1	59.51	6027 Atlantic Ave 08/22/23- 10/23/23	General Fund	100
	11/6/2023	Maywood Mutual Water No.1	67.97	6135 Atlantic Ave. 08/22/23- 10/23/23	General Fund	100
091460	11/6/2023	Tri-City Mutual Water Company	283.50	4618 Slauson Ave. 08/25/23- 10/24/23	General Fund	100
	11/6/2023	Tri-City Mutual Water Company	171.50	4800 Slauson Ave.08/26/23- 10/25/23	General Fund	100
	11/6/2023	Tri-City Mutual Water Company	62.15	5000 Slauson Ave. 10/1/23- 10/31/23	General Fund	100
	11/6/2023	Tri-City Mutual Water Company	31.50	5600 Heliotrope Ave 08/24/23-10/24/23	General Fund	100
	11/6/2023	Tri-City Mutual Water Company	2,110.55	5950 Walker Ave 10/1/23- 10/31/23	General Fund	100
	11/6/2023	Tri-City Mutual Water Company	1,572.00	E. 58th St. 08/24/23-	General Fund	100
091461	11/6/2023	Metro Transit Services	37,911.12	Public Transportation & Dail- A-Ride Service October 2023	Proposition A Transit Fund	221
091462	11/6/2023	Mil Flores Design	150.00	Veterans Day Ceremony - Wreath for event	General Fund	100
091463	11/6/2023	Nationwide Environmental Services	7,537.00	Street Sweeping Services for October 2023	Measure W Safe Clean Water Program Fund	280
091464	11/6/2023	North Star Landcare	662.00	Irrigation system clock	General Fund	100
	11/6/2023	North Star Landcare	5,755.75	Landscape Services for the City of Maywood October 2023	General Fund	100
	11/6/2023	North Star Landcare	4,075.50	Landscape Services for the City of Maywood October 2023	Gas Tax - 2103, 2105, 2107, 2106, 2107.5 Fund	212
	11/6/2023	North Star Landcare	2,445.00	Backflow device replacement on Atlantic Blvd	Federal / State / County Grants	261

City of Maywood
Check/Voucher Register - Warrant Register LM
From 10/29/2023 Through 11/6/2023

Check No.	Date	Vendor Name	Check Amount	Transaction Description	Fund Title	
091465	11/6/2023	Perez Plumbing	750.00	Cap water main that goes to the pump (due to a leak) and byp	General Fund	100
	11/6/2023	Perez Plumbing	2,675.00	Install new toilet in women's restroom and new urinal in men	General Fund	100
	11/6/2023	Perez Plumbing	315.00	Roofing Project (library) raised conduit box 8 inches per tr	General Fund	100
	11/6/2023	Perez Plumbing	510.00	toilet leak in men's restroom City Hall	General Fund	100
	11/6/2023	Perez Plumbing	360.00	Unclogg the men's urinal and women's toilet at	General Fund	100
	11/6/2023	Perez Plumbing	165.00	Water fountain leak at the BPUSD classroom	General Fund	100
091466	11/6/2023	Phoenix Group Information Systems	18,438.42	September 2023 Citation Processing Fee	General Fund	100
	11/6/2023	Phoenix Group Information Systems	30,957.46	September 2023 Permit Processing Fee	General Fund	100
091467	11/6/2023	QDoxs	41.61	Contract Base Rate charge for 10/5/23 to 11/4/23	General Fund	100
091468	11/6/2023	Revueltas Landscape Inc	4,500.00	Dodger Dream Field Maintenance for Sept 2023	General Fund	100
091469	11/6/2023	Robert Leach	1,005.00	Retiree Medical Reimbursement Robert Leach November 2023	General Fund	100
091470	11/6/2023	Ronald Lindsey	1,261.61	Retiree Medical Reimbursement Ronald Lindsey November 2023	General Fund	100
091471	11/6/2023	Scott C. Anderson	1,358.28	Retiree Medical Reimbursement Scott Anderson November 2023	General Fund	100
091472	11/6/2023	SHERIFF'S DEPT COUNTY OF LOS ANGELES	4,502.49	LA County Sheriff's Patrol Maywood Special Events	General Fund	100
091473	11/6/2023	Southern California Edison	2,929.56	Acct.#700405141156 Various Locations from 10/1/23-10/31/23	General Fund	100

City of Maywood
Check/Voucher Register - Warrant Register LM
From 10/29/2023 Through 11/6/2023

Check No.	Date	Vendor Name	Check Amount	Transaction Description	Fund Title	
	11/6/2023	Southern California Edison	7,871.73	Acct# 700405260081 Evertt Ave. 10/01/23-10/31/23	Gas Tax - 2103, 2105, 2107, 2106, 2107.5 Fund	212
	11/6/2023	Southern California Edison	2,061.72	Acct.#700405141156 Various Locations from 10/1/23-10/31/23	Gas Tax - 2103, 2105, 2107, 2106, 2107.5 Fund	212
	11/6/2023	Southern California Edison	11,670.45	Acct.#700405141156 Various Locations from 10/1/23-10/31/23	Street Lighting Fund	251
091474	11/6/2023	Stantec Planning & Landscape Architecture	3,188.20	Project# 2042639600 Slauson Ave and Atlantic Blvd Congestion	Measure M Transit Fund	225
	11/6/2023	Stantec Planning & Landscape Architecture	6,663.00	Project#2042639600 Slauson Ave and Atlantic Blvd Congestion	Measure M Transit Fund	225
	11/6/2023	Stantec Planning & Landscape Architecture	17,725.05	Project# 2042639600 Slauson Ave and Atlantic Blvd Congestion	Federal / State / County Grants	261
	11/6/2023	Stantec Planning & Landscape Architecture	20,718.37	Project#2042639600 Slauson Ave and Atlantic Blvd Congestion	Federal / State / County Grants	261
091475	11/6/2023	Staples Business Advantage	54.74	Office Supplies for Admin	General Fund	100
091476	11/6/2023	T-MOBILE	449.99	Cell Phone Services from 9/24/23-10/23/23	General Fund	100
091477	11/6/2023	Quadient Finance USA Inc.	350.00	Acct# 7900044081189551 Postage Usage 10/6/23-10/12/23	General Fund	100
091478	11/6/2023	U.S. Bank Corporate Payment System	3,904.68	Acct.5074 and 6433 Cred Crd- 10/16/23 stmt	General Fund	100
091479	11/6/2023	Vernon City of	45.66	Acct. #414 Slauson/Downey 7/18/23-8/13/23 and 8/14/23-9/12/2	General Fund	100
091480	11/6/2023	Willdan Engineering	<u>8,905.00</u>	City of Maywood-Code Enf September 2023	General Fund	100
Report Total			<u>345,616.52</u>			

City of Maywood
Check/Voucher Register - Warrant Register LM
From 10/29/2023 Through 11/6/2023

AGENDA REPORT

CITY OF MAYWOOD



AGENDA ITEM NO. 5.

DATE: November 15, 2023

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: JENNIFER VASQUEZ, CITY MANAGER

BY: MOHAMMAD MOSTAHKAMI, PE

SUBJECT: CONSIDERATION OF APPROVAL OF A PROFESSIONAL SERVICES AGREEMENT WITH KIMLEY-HORN FOR THE CITY'S HSIP CYCLE 11 - TRAFFIC SIGNAL IMPROVEMENT AT VARIOUS INTERSECTIONS ALONG SLAUSON AVENUE AND ATLANTIC AVENUE IN THE AMOUNT NOT TO EXCEED \$83,122.84.

RECOMMENDATION:

It is recommended that City Council: (i) Approve a Professional Services Agreement with Kimley-Horn for the City's HSIP Cycle 11 Funded Traffic Signal Improvements at various intersections along Slauson Avenue and Atlantic Avenue in the amount not to exceed \$83,122.84 and authorize the Mayor to execute the agreement in a form approved by the City Attorney and approve the delegation of authority to the City Manager to execute any amendment to the Agreement deemed necessary up to the grant amount.

BACKGROUND:

The Infrastructure Investment and Jobs Act (IIJA), aka Bipartisan Infrastructure Law (BIL), was signed into law by President Biden on November 15, 2021. Under IIJA, the Highway Safety Improvement Program (HSIP), codified as Section 148 of Title 23, United States Code (23 U.S.C §148), is a core federal-aid program to the States for the purpose of achieving a significant reduction in fatalities and serious injuries on all public roads. The Division of Local Assistance (DLA) manages California's local agency share of HSIP funds. California's Local HSIP focuses on infrastructure projects with nationally recognized crash reduction factors (CRFs). Local HSIP projects must be identified based on crash experience, crash potential, crash rate, or other data-supported means.

The purpose of the Highway Safety Improvement Program (HSIP) is to achieve a significant reduction in traffic fatalities and serious injuries on all public roads, including non-state-owned public roads and roads on tribal land. It is the intent of the HSIP program that federal funds be expended on safety projects that can be designed and constructed expeditiously.

In May 2022, Caltrans announced the Cycle 11 Call for Projects grant opportunity for the Highway Safety Improvement Program (HSIP). The projects approved for HSIP Cycle 11 was announced on March 9, 2023. In HSIP Cycle 11 Call-for-Projects, 434 applications from 206 local public agencies, requesting \$521.1 million of HSIP funds, have been received. 284 projects, totaling \$228.1 million in HSIP funds, were selected for funding.

DISCUSSION:

City of Maywood submitted a grant application in September 2022 and in March 2023, City received approval for \$1,418,490 in HSIP funds. The City's local share would be \$157,610.

On July 26, 2023, the City Council authorized staff to advertise the Request for Proposals (RFP) for the preparation of design plans, specifications, and engineering estimate for the HSIP Cycle 11 Funded Traffic Signal Improvements at 11 of 21 signalized intersections along Slauson Avenue and Atlantic Avenue. The remaining 9 intersections are included in the Slauson Corridor Improvement project currently under design by Stantec.

The improvements include minor traffic signal modifications including but not limited to improving signal hardware, retroreflective backplates, upsizing 8 inch signal heads to 12 inch signal heads, pedestrian countdown signal heads, high visibility crosswalks and modifying signal phasing.

On July 27, 2023, the City issued the RFP with a due date of August 24, 2023. Five (5) firms submitted proposals: AGA Engineers, Inc., Hartzog & Crabill, Inc., Kimley-Horn and Associates, Inc. (Kimley-Horn), Stantec Consulting Services, Inc., and TJKM Transportation Consultants. The proposals were evaluated based on an established criteria including compliance with RFP requirements, proposal quality, project understanding, approach, methodology and responsiveness, flexibility, experience of assigned staff including prior experience of working relationships with key team members in past similar projects, and schedule efficiency. All firms submitted comprehensive proposals. However, Kimley-Horn received the highest ranking with a negotiated fee of \$83,122.84. Staff recommends approval of the attached agreement with Kimley-Horn for \$83,122.84.

LEGAL REVIEW:

The City Attorney has reviewed this report.

FISCAL IMPACT:

The City is the recipient of a HSIP Cycle 11 grant from the State of California in the amount of \$1,418,490 based on the reimbursement with a local match requirement of \$157,610 through Measure R Funds. The total budget for the engineering phase of the project is \$149,000 including \$134,100 through the HSIP Cycle 11 grant and \$14,900 through Measure R Funds. There are adequate grant funds based on reimbursement available to cover the design phase services by Kimley-Horn. Funding Appropriation in the amount of \$8,312.29 from Measure R funds is required to fund the City's 10% HSIP Grant matching requirement.

ATTACHMENT(S)

1. Agreement with Kimley-Horn for the HSIP

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (“Agreement”) is dated November 15, 2023 (“Effective Date”) and is between the City of Maywood, a California municipal corporation (“City”) and Kimley-Horn and Associates, 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 contractor to perform Professional Engineering Services for the Preparation of PS&E (Plans, Specifications, and Estimates) for the HSIP Cycle 11 Traffic Signal Improvements at Various Locations HSIPSL-5265(018).

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

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

The Parties therefore agree as follows:

1. Consultant’s Services.

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

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

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

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

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

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

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

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

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

2. Term of Agreement. The term of this Agreement shall be from the Effective Date through June 30, 2025, unless sooner terminated as provided in Section 13 of this Agreement or extended.

3. Compensation.

Compensation. As full compensation for Scope of Services satisfactorily rendered, City agrees to compensate Consultant, and Consultant agrees to accept in full satisfaction for the services required by this Agreement, Eighty-Three Thousand One Hundred Twenty-Two Dollars and Eighty-Four Cents (\$83,122.84), 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 \$83,122.84, which includes expenses and services included in the Consultant Proposal (**Exhibit A**) during the term of this Agreement (“Maximum Compensation”).

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

Unauthorized Services and Expenses. City will not pay for any services not specified in the Scope of Services, unless the City Council or the City Representative, if

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

4. Method of Payment.

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

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

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

5. Independent Contractor.

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

B. All of Consultant's employees and other personnel performing any of the Services under this Agreement on behalf of Consultant shall also not be employees of City and shall at all times be under Consultant's exclusive direction and control.

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

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

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

6. PERS Compliance and Indemnification

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

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

7. Information and Documents.

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

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

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

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

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

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

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

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

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

Other Indemnities.

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

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

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

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

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

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

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

10. Insurance.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

11. Mutual Cooperation.

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

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

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

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

13. Termination of Agreement.

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

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

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

15. Default.

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

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

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

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

If to Consultant:
Att: Jean Fares, P.E.
Kimley-Horn And Associates, Inc.
660 South Figueroa Street, Suite 2050
Los Angeles, CA 90017

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[SIGNATURE PAGE FOLLOWS]

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

City:

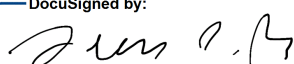
City of Maywood,
a California municipal corporation

Consultant:

Kimley-Horn And Associates, Inc

By: _____
Frank Garcia
Mayor of the City of Maywood

By: _____
Name: Jean Fares
Title: Sr. Vice President / TR2097

DocuSigned by:

49B0D5F6CBFE49F...

ATTEST:



By: _____
Brian E. Juarez, City Clerk

APPROVED AS TO FORM:

By: _____
Roxanne Diaz, City Attorney

EXHIBIT A

SCOPE OF SERVICES



Proposal to Provide
Engineering Services for the Preparation of PS&E (Plans, Specifications, and Estimates) for
**HSIP CYCLE 11 TRAFFIC SIGNAL IMPROVEMENTS AT
VARIOUS LOCATIONS HSIPSL-5265(018)**
A. Work Proposal





1. COVER LETTER

August 24, 2023

Jennifer Vasquez, City Manager
City of Maywood
4319 E. Slauson Avenue
Maywood, CA 90270

» 660 South Figueroa Street
Suite 2050
Los Angeles, CA 90017
TEL 213.261.4040

RE: Proposal to Provide Engineering Services for the Preparation of PS&E (Plan, Specifications, and Estimates) for HSIP Cycle 11 Traffic Signal Improvements at Various Locations, HSIPSL-5265(018)

Dear Ms. Vasquez and Members of the Selection Committee:

The **City of Maywood** (City) seeks to implement traffic signal improvements at 12 intersections along the Slauson Avenue and Atlantic Boulevard corridors. The Highway Safety Improvement Project (HSIP) Cycle 11 Traffic Signal Improvements at Various Locations (Project) will increase the safety of drivers and pedestrians who travel along the corridors.

To successfully deliver the Project, the City will be best served by a consultant that already knows the Project, has a history of working on relevant and similar projects, and offers a comprehensive and tightly-knit team. **Kimley-Horn** is that consultant, and we have reviewed and understand all elements of this Request for Proposal (RFP). We offer the following benefits on which you can capitalize:

Pre-Existing Knowledge. Kimley-Horn is intimately familiar with the Project due to our work in preparing the Local Roadway Safety Plan (LRSP) for the City, which included the Project's 12 intersections on Atlantic Boulevard between East 52nd Street to Randolph Avenue and on Slauson Avenue between Alamo Avenue to Atlantic Boulevard. We are already well versed in what the City envisions for the traffic signal improvements at each intersection. In addition, through our analyses and studies for the LRSP, we are already familiar with the City's expectations and standards, which means there will be no learning curve. With Kimley-Horn, you can expect us to hit the ground running on the Project, saving you precious time.

The Right All-Around Experience. Designing signal hardware, pedestrian countdown signal heads, leading pedestrian intervals, vehicle detection cameras, battery backup systems, controller upgrades, ladder crosswalks, and signal phasing comes as second nature to Kimley-Horn, as we have performed these services on similar projects for municipalities across the Southern California region. Furthermore, many of these projects received HSIP funding; we understand that being familiar with the coordination of the approval process is the key to timely completion of the Project. Such projects include the Traffic Signal Improvements at Various Signalized Intersections for the City of South El Monte, Various Signalized Intersections Along Garfield Avenue for the City of Monterey Park, and the Paramount Boulevard Traffic Signal Upgrade and Fiber-Optic Communication System for the City of Downey, among many others. With Kimley-Horn, you can trust that the Project is in the right hands.

A Tailor-Made Team for You. I, **Jean Fares, P.E.**, will lead our team on the Project and will be responsible for the services listed in the scope of services. I bring over 30 years of experience in the transportation engineering field, and I have worked closely with numerous local municipalities on various traffic signal modification projects. I will be backed by a skilled team of engineers, planners, and analysts with experience in traffic signal plans, traffic signal timing, bidding/construction support, and more. We have supplemented our in-house team with **Avant-Garde, Inc.** to provide funding administration services. This team regularly works together on similar HSIPs, allowing us to collaborate with the City efficiently and effectively in completing the Project. With Kimley-Horn, you can expect nothing less than the Project's resounding success.

Kimley-Horn is confident that there is no other consultant who will match our qualifications and the benefits we offer to the City, and our team is looking forward to working on the Project.

Should you have any questions, please do not hesitate to contact me at 213.354.9402, jean.fares@kimley-horn.com, or at the address above. I am Kimley-Horn's designated representative for this proposal.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.

Jean Fares, P.E.* | Project Manager/Senior Vice President

**As Senior Vice President, Jean Fares, P.E. is authorized by Kimley-Horn to bind the firm contractually.*



Kimley-Horn understands that this proposal shall remain valid for a minimum of 90 days following the proposal submission date of August 24, 2023.

Kimley-Horn acknowledges the receipt of Addendum No. 1, issued on August 13, 2023.

Contract Revisions

Kimley-Horn has reviewed the sample Professional Services Agreement and requests the following modifications.

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

Indemnity for Design Professional Services. To the fullest extent permitted by law, Consultant shall, at its sole cost and expense, protect, indemnify, and hold harmless City [...], which to the extent arise out of, are claimed to arise out of, pertain to, or relate to, in whole or in part, the negligence, recklessness or willful misconduct of Consultant, [...].

Other Indemnities.

- i. Other than in the performance of design professional services, and to the fullest extent permitted by law, Consultant shall, at its sole cost and expense, defend, hold harmless and indemnify the Indemnitees [...], which arise out of, are claimed to arise out of, pertain to, or relate to the negligent acts or omissions of Consultant, [...].



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Per the City's instructions in the RFP, Kimley-Horn has submitted **B. Cost Proposal** in a separate, sealed envelope.





3. EXPERIENCE AND QUALIFICATIONS

3a. Firm Overview

Firm Profile

Founded in 1967, Kimley-Horn is a corporation specializing in a full-service engineering, planning, and environmental consulting and providing comprehensive and innovative transportation planning, civil and traffic engineering, and environmental services to public and private sector clients nationwide. Since our founding 56 years ago, Kimley-Horn has grown from a small group of traffic engineers to a firm of more than 8,000 employees in 121 offices nationwide, including 12 in California.

Our organizational structure is comprised of our local office practice leaders, technical and project support staff; a regional leader; production managers; and business, human resource, and marketing managers. This structure has led to financial stability within the firm. Kimley-Horn had 2022 revenues of \$2 billion. We are financially strong, and we are committed to our continued financial health. As of December 31, 2022, the Company had total assets of \$1.2 billion and stockholder's equity of approximately \$266 million. In addition to the financial resources noted, Kimley-Horn also has an untapped \$125 million operating line of credit available for short-term cash flow needs. The Company's cash flow continues to be very strong, and we have no history of credit problems or bankruptcy. We maintain a disciplined focus on business fundamentals, operate the firm conservatively, and our internal controls and business standards are designed to keep our foundation strong. Kimley-Horn has more than acceptable resources and lines of credit to help acquire a successful partnership and project.

Kimley-Horn's continued growth and stability is the direct result of our firm's commitment to integrity and dedication to providing quality services. In 2023, *Engineering News-Record* ranked Kimley-Horn 9th out of the top 500 U.S. design firms. Our clients receive the local knowledge and responsiveness of a small organization, backed by the depth of resources of a national firm.

Firm Capabilities

The Project is right up Kimley-Horn's alley. Not only are we very familiar with the elements involved with the Project, but we also have a wealth of experience coordinating with Caltrans, which has provided HSIP funding.

8 Signal Timing Analysis and Signal System Design

Signal system design and implementation is a cornerstone of Kimley-Horn's professional practice. For the past five decades, we have developed and implemented signal synchronization timing, developed signal system plans, and built dozens of systems for numerous agencies. From isolated signals to intersection design to Intelligent Transportation Systems (ITS), our experienced staff keeps traffic flowing across California and the country. Kimley-Horn systems are based on open architecture concepts, and each is designed to meet the singular needs of our clients.

Collectively, our team members have completed traffic signal timing and synchronization for over 2,000 traffic and interconnect signals as well as traffic signal design for more than 5,000 signals, 550 Closed-Circuit Television (CCTV) design, 30 Changeable Message Signs (CMS) design, and over 2,000 miles of interconnect design plans and integration. We have been responsible for virtually every aspect of traffic systems, including signal timing and coordination; PS&E packages; conceptual designs; operational feasibility; communication architecture; system design; software development; and deployment and implementation plans. In addition to comprehensive master planning for traffic signalization, our engineers have designed numerous plans to standardized traffic control systems and provide comprehensive systems communications and control.





Caltrans Experience

The City has received funding grants through the Caltrans Call for Projects for the Federal HSIP Cycle 11. Kimley-Horn has completed numerous HSIPs ranging from signal intersections to multiple-intersection corridors. We understand that being familiar with the coordination and approval process is the key to timely completion of these projects.



Bidding and Construction Support

Kimley-Horn routinely serves clients during construction phases of their projects, providing bidding and construction support services to make sure our clients' projects are successful from beginning to end. We can assist in preparing and distributing bid documents for the City, review contractor bids, and prepare bid tabulation and contractor recommendations. Although our aim is to prepare a plan set that can stand by itself, we will respond to contractor requests for information and clarification in a timely manner. Our years of experience with construction contract administration has made our designs more cost-effective and practical and gives us a unique ability to problem-solve in the field during construction.

Subconsultant



Grants
Compliance
Funding Manage
Community Outr

Our subconsultant, **Avant-Garde, Inc.** (Avant-Garde), has successfully provided grant writing and administration services for over 18 years. Their team has consistently grown over the years, with about 20 members all aimed to assist agencies based out of their Diamond Bar, California headquarters. Their understanding of federal and state requirements, funding administration, and the complex diversity of Southern California makes Avant-Garde uniquely qualified to deliver reports and documents to see projects through from inception to conclusion or termination and to administer required federal, state, and regional submittals and reporting. Avant-Garde has built a strong reputation for providing innovative and successful solutions for many public agencies, including the Cities of Monterey Park, El Monte, South El Monte, Montebello, Industry, Norwalk, West Covina, Hermosa Beach, Rancho Palos Verdes, Huntington Beach, Placentia, Brea, La Mirada, and Covina as well as the Los Angeles Department of Water and Power (LADWP), Los Angeles DOT, and LA Metro. Avant-Garde has also recently began providing services to the Cities of Ventura and Ojai as well as the Ventura County Transportation Commission.

For the Project, Avant-Garde compiled highly qualified and experienced personnel for the Kimley-Horn team. Firm principal Lissette Montoya will lead Avant-Garde personnel in the successful administration of program and document development. She will be supported by senior program coordinator Keith LeNoue.

3b. Experience

Kimley-Horn has over five decades of consecutive experience performing similar signalized intersection work for public agencies throughout Southern California. On the following page is a matrix summarizing our team's extensive experience. Following this table, we have highlighted key projects to showcase our successful track record.

HSIP Cycle 11 Traffic Signal Improvements at Various Locations
HSIPSL-5265(018)



Projects	Project Management	Background Research	Field Check/Data Collection	Utility Coordination	Environmental Analysis	Right-of-Way	Traffic Signal Design (PS&E)	Signal Timing	Contractor Coordination	Local Assistance Procedures Manual (LAPM)	Bidding	Construction Support
City of Maywood, Local Road Safety Plan, Maywood, CA	●	●	●									
City of West Covina, Preliminary Engineering Phase Services, HSIP Cycle 10 Improvements, West Covina, CA [HSIP]	●	●	●	●	●	●	●	●	●	●	●	●
City of South El Monte, Design Services for Traffic Signal Improvements at Various Signalized Intersections, South El Monte, CA [HSIP]	●	●	●	●	●	●	●	●	●	●	●	●
City of South El Monte, Traffic Signal Improvements at Lee Avenue/Garvey Avenue and Durfee Avenue/Peck Road, South El Monte, CA [HSIP]	●	●	●		●	●	●		●	●	●	●
City of Monterey Park, Design Engineering Services for Various Signalized Intersections Along Garfield Avenue, Monterey Park, CA [HSIP]	●	●	●	●	●	●	●	●	●	●	●	●
City of Palm Springs, Traffic Signal Improvements, Palm Springs, CA [HSIP]	●	●	●	●	●	●	●	●	●	●	●	●
City of Culver City, Signal Upgrade and Left Turn Phasing, Culver City, CA [HSIP]	●	●	●	●	●	●	●		●	●	●	●
City of San Bernardino, Upgrade of Various Signal Hardware on 224 Signalized Intersections on Various Arterials, San Bernardino, CA [HSIP]	●	●	●	●	●	●	●			●		
City of West Hollywood, Civil Engineering Design Services for Sunset/Santa Monica Fiber Loop, West Hollywood, CA [HSIP]	●	●	●	●	●	●	●	●	●	●	●	●
City of Downey, Paramount Boulevard Traffic Signal Upgrade and Fiber-Optic Communication System, Downey, CA [HSIP]	●	●	●	●	●	●	●		●	●	●	●
City of Santa Clarita, Wiley Canyon Road at Orchard Village Road and Newhall Avenue at Railroad Avenue Intersection Improvement, Santa Clarita, CA [HSIP]	●	●	●	●	●	●	●	●	●	●	●	●
County of Ventura, Systemic Countywide Signalized Intersection Improvements, HSIP Cycle 10, Ventura County, CA [HSIP]	●	●	●	●	●	●	●		●	●	●	●
Caltrans, On-Call Electrical Engineering Services, Various locations, CA	●	●	●	●			●					
City of Orange, Traffic Engineering Services, South Glassell Street at Palmyra Avenue, New Traffic Signal Project, Orange, CA [HSIP]	●	●	●	●			●		●		●	●
City of Moreno Valley, Road Safety Audit (RSA)/Roadway Safety Signing Audit (RSSA), Moreno Valley, CA					●	●						
City of Santa Monica, Transit Priority System, Phase 2 and Advanced Traffic Management System (ATMS), Phase 3, Santa Monica, CA	●	●	●	●			●		●		●	●
City of Norwalk, Final Design Services for Traffic Signal Improvements Along Studebaker Road, Norwalk, CA [HSIP]	●	●	●	●	●	●	●	●	●	●	●	●
City of Norwalk, Design Services Traffic Signal Improvements Along Alondra Boulevard, Norwalk, CA [HSIP]	●	●	●	●	●	●	●	●	●	●	●	●
Coachella Valley Association of Governments (CVAG), Traffic Signal Synchronization Project (TSSP), Coachella Valley, CA	●					●		●		●	●	●
City of Rancho Cucamonga, Seven Traffic Signals and Flashing Yellow Arrow Signal Modifications Project, Rancho Cucamonga, CA	●	●	●	●			●		●		●	●
City of Burbank, Traffic Signal Improvements (135 intersections), Burbank, CA	●	●	●	●			●	●	●		●	●
City of Corona, On-Call Traffic and Transportation Services, Corona, CA	●	●	●	●			●	●	●		●	●
City of Agoura Hills, On-Call Traffic Engineering Services, Agoura Hills, CA	●	●	●	●			●	●	●		●	●
City of Thousand Oaks, Rancho Road Sidewalks and Bike Lanes, Thousand Oaks, CA [HSIP]	●	●	●	●	●	●	●	●	●	●	●	●
County of Los Angeles, Woodruff Avenue TSSP, Los Angeles County, CA	●	●	●	●			●		●		●	●
County of Los Angeles, Traffic Signal System Design Select List (200 traffic signal upgrades), Los Angeles County, CA	●	●	●	●			●					
City of Glendale, Smart Corridor—San Fernando Road, Glendale, CA	●	●	●	●			●				●	●
City of Palmdale, On-Call Traffic Signal Design Services (25 intersections), Palmdale, CA	●	●	●	●			●				●	●
City of Industry, On-Call Traffic Engineering Services, Industry, CA	●	●	●	●			●				●	●
City of Santa Clarita, San Fernando Road Improvements, Santa Clarita, CA	●	●	●	●			●	●	●		●	●
City of South El Monte, On-Call Engineering Services, South El Monte, CA	●	●	●	●			●	●	●		●	●
Port of Long Beach, Harbor Scenic Drive and Harbor Plaza Intersection Improvements, Long Beach, CA	●	●	●	●	●	●	●	●	●		●	●
County of Imperial, Systemic Safety Analysis Report Program (SSARP) for Varied Roadways, Imperial County, CA										●		
City of Glendale, Traffic Signal Design at 75 Locations, Glendale, CA	●	●	●	●			●		●		●	●
City of Chino, On-Call Traffic Engineering Services, Chino, CA	●	●	●	●			●		●		●	●
City of Los Angeles, As-Needed Traffic Engineering Services, Los Angeles, CA	●	●	●	●			●		●		●	●
City of Arcadia, Traffic Signal Upgrades, Arcadia, CA	●	●	●	●			●		●		●	●



City of Maywood, Local Road Safety Plan (LRSP), Maywood, CA

Project Duration:
 11/2021–01/2023

Having received a grant from Caltrans, the City selected Kimley-Horn to provide planning and engineering services for the preparation of an LRSP. To help the City identify the factors that contribute to local traffic collisions, our team identified emphasis areas such as impaired driving or active transportation that represent a large portion of traffic studies; identified site-specific case studies that are representative of other locations in the City for a more detailed audit and focused countermeasures; and reviewed citywide policies, programs, resources, and practices that may have an impact on traffic safety; and identified opportunities to align with safety-best practices. Our team's scope of services included the review of existing planning documents, collection and analysis review of data, countermeasures development, action plan development, and the LRSP development. **Furthermore, as part of the LRSP, we helped assemble the HSIP grant application for the Project.**

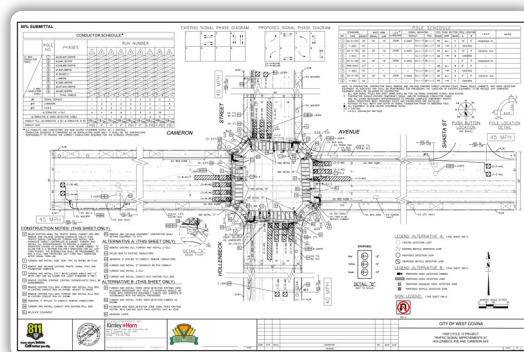


City of West Covina, Preliminary Engineering Phase Services, HSIP Cycle 10 Improvements, West Covina, CA

HSIP CYCLE 10

Project Duration:
 01/2023–Ongoing

Kimley-Horn was recently selected by the City of West Covina to provide design services for multiple traffic signals across the city. Preparation for this project included coordinating with local utility companies to obtain record base maps of utility lines in the area. Our team is coordinating with utility companies until the start of construction to facilitate adjustment and facility relocation. During the preliminary engineering phase, Kimley-Horn reviewed all available right-of-way maps, assessor parcel maps, easement information, as-built improvement plans, utility information, and survey information. Our team also conducted field investigations at each intersection location and prepared preliminary engineering plans to show tentative traffic signal improvements. Following City review and comments, our team will prepare 60%, 90%, and 100% complete PS&E construction documents to submit to the City for review. Once the project moves into the bidding phase, Kimley-Horn will assist the City staff with answering pre-bid questions and preparing responses to requests for information. Our team will also assist with coordination and support during the construction stages of the project. Finally, we will prepare updated traffic signal timing sheets for the intersections covered in the project and record drawing as-builts following completion of construction.

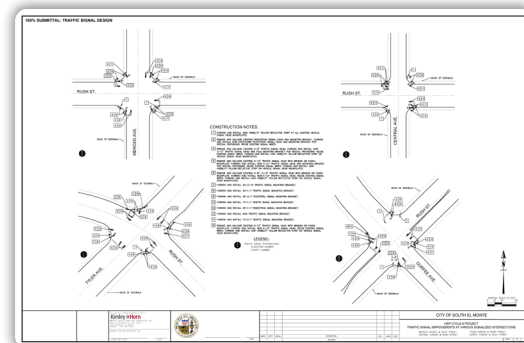


City of South El Monte, Design Services for Traffic Signal Improvements at Various Signalized Intersections, South El Monte, CA

HSIP CYCLE 10

Project Duration:
 01/2023–Ongoing

Kimley-Horn is working with the City of South El Monte to improve the safety and operability of 11 signalized intersections. The city compiled collision data history and guidance from the Caltrans Local Roadway Safety Manual (LRS) to develop two countermeasures: improve signal hardware and install pedestrian countdown signal heads. Our team is working with the City to evaluate each project site to determine the upgrades and improvements needed and provide preliminary environmental studies, PS&E, bidding and construction support, and record drawings as-builts. Kimley-Horn is partnered with **Avant-Garde**, who is responsible for coordinating all grant administration work and Caltrans coordination needed to complete this project in a timely and cost-efficient manner.





City of South El Monte, Traffic Signal Improvements at Lee Avenue/Garvey Avenue and Durfee Avenue/Peck Road, South El Monte, CA

HSIP CYCLE 10

Project Duration:

01/2023–Ongoing

Kimley-Horn is working with the City of South El Monte to design safety improvements at two signalized intersections: Lee Avenue and Garvey Avenue and Durfee Avenue and Peck Road–Michael Hunt Drive. Our team is providing left turn phasing; signal hardware improvements to the traffic signal lenses; backplates with retroreflective borders, mounting, size, and number; and installation of pedestrian countdown signal heads with audible push button display. Kimley-Horn is partnered with **Avant-Garde**, who is preparing the categorical exemption documents and coordinating with the City to receive approval.

City of Monterey Park, Design Engineering Services for Various Signalized Intersections Along Garfield Avenue, Monterey Park, CA

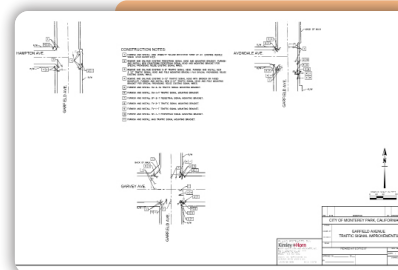
HSIP CYCLE 9

Project Duration:

06/2022–Ongoing

Nine intersections along Garfield Avenue are undergoing improvements through HSIP Cycle 9 funding. Kimley-Horn is working with the City of Monterey Park to upgrade vehicle signal heads and install retroreflective borders on backplates and countdown pedestrian heads. Kimley-Horn is also partnered with **Avant-Garde** to complete the Preliminary Environmental

Study (PES) and Caltrans coordination. Our team coordinated with Caltrans to submit all necessary documentation, such as LAPM forms, environmental categorical exemption documents, right-of-way forms, and request for authorization for construction.



City of Palm Springs, Traffic Signal Improvements, Palm Springs, CA

HSIP CYCLE 9

Project Duration:

11/2020–Ongoing

Kimley-Horn is assisting the City of Palm Springs with upgrading traffic signal equipment at nine intersections to improve motorist and pedestrian and bicyclist safety. The City completed a citywide roadway safety analysis and ranked all intersections on collision frequency and severity of collisions. The crash data analysis and field observations indicated that signal hardware upgrades could improve conditions related to injury crashes involving motorists, bicycles, and pedestrians.

The nine intersections were identified based on a high number of unsafe speeding vehicles, traffic signals and signs, and automobile right-of-way related collisions. Kimley-Horn's services include Advanced Dilemma Zone Detection (ADZD) installation, a protected left-turn phase implementation, and the upgrade of pedestrian signal heads and push buttons. In addition, Kimley-Horn is upgrading the Americans with Disabilities Act (ADA) curb ramps to improve pedestrian safety where ADA-compliant ramps are currently not present. This project also includes the implementation of new traffic signal timing plans to improve traffic operations and safety throughout the day. The project controllers have Intelight MAXTIME software and are controlled by a MAXVIEW central system. Kimley-Horn is providing civil, traffic, and environmental services, which include the PES and California Environmental Quality Act (CEQA)/National Environmental Policy Act (NEPA) documents.

City of Culver City, Signal Upgrade and Left Turn Phasing, Culver City, CA

HSIP CYCLE 7

Project Duration:

08/2018–Ongoing

Kimley-Horn was selected by the City of Culver City to provide designs for 12 signalized intersections in the city. Our services include field review and survey, utility research, ADA curb ramp design, the preparation of construction drawings for traffic signal modification design, and the installation of left-turn phasing.



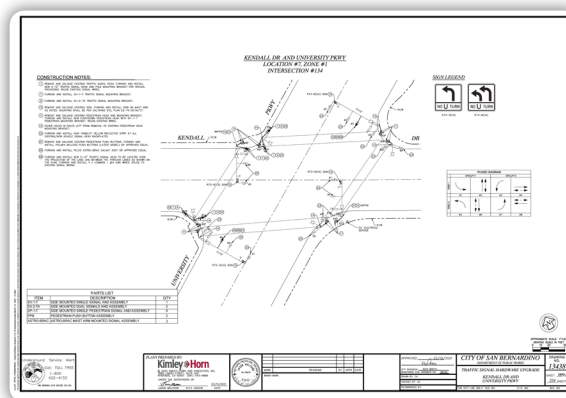
City of San Bernardino, Upgrade of Various Signal Hardware on 224 Signalized Intersections on Various Arterials, San Bernardino, CA

HSIP CYCLE 9

Project Duration:

03/2020–Ongoing

Through HSIP Cycle 9 funding, the City of San Bernardino received funding to upgrade various signal hardware for 224 signalized intersections throughout the city. Proposed improvements at the intersections include upgrades to signal hardware components, including traffic signal heads, push buttons, and pedestrian signal heads. Most of the traffic signal hardware at the study intersections had been installed decades ago and required equipment upgrades to bring signal hardware component operations up to date to meet minimum ADA and California Manual on Uniform Traffic Control Devices (CA MUTCD) requirements. Kimley-Horn is providing PS&E services and assisting the City in updating outdated and damaged traffic signal hardware, installing new hardware where necessary, and improving safety by implementing or replacing traffic signal head components, pedestrian signal heads, and pedestrian push buttons. Kimley-Horn is providing civil, traffic, and environmental services, which include the PES and CEQA/NEPA documents.



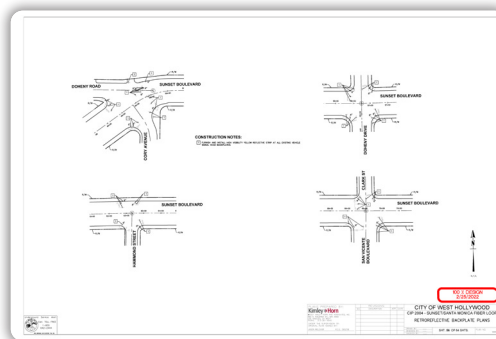
City of West Hollywood, Civil Engineering Design Services for Sunset/Santa Monica Fiber Loop, West Hollywood, CA

HSIP CYCLE 10

Project Duration:

08/2019–Ongoing

The City of West Hollywood developed a Smart City Strategic Plan by implementing cutting-edge technology to ultimately improve traffic flow, reduce congestion, and improve safety. The plan identifies several phases for implementation. Kimley-Horn is providing services to upgrade the City's existing Twisted Wire Pair (TWP) copper interconnect to fiber-optic, connect to the existing system to form a loop, and establish communication hubs and redundant networks.



City of Downey, Paramount Boulevard Traffic Signal Upgrade and Fiber-Optic Communication System, Downey, CA

HSIP CYCLE 7

Project Duration:

04/2007–06/2019

This project involved the extension of an existing communication system, which interconnected the traffic signals along Paramount Boulevard, including all other field devices that were installed along this corridor. The communications system consisted of a fiber-optic network of communication hubs and signalized intersections all communicating using IP over Ethernet. This solution made the City of Downey the first city in Southern California to deploy a fully operational Ethernet communications system. The communications network essentially consists of a ring topology of field hubs and the Traffic Management Center (TMC)—and star topology of signalized intersections. Kimley-Horn's services included the installation of fiber and video detection on Paramount Boulevard from Telegraph Road to Gardendale Street.

Experience with Stantec

Kimley-Horn understands that Stantec is currently designing nine of the 21 signalized intersections covered by the HSIP Cycle 11 grant issued to the City, with the remaining 12 to be designed under the Project. We have worked with Stantec on multiple projects—both public and private—across California, with both firms having served in prime consultant and subconsultant capacities. We have detailed some of these projects in a table on the following page.



Project	Kimley-Horn Role	Stantec Role
<i>City of Lancaster, Project Management Services for Measure R "Highway Equity" Funds for Avenue M, Avenue J, Avenue G, and Avenue K Interchanges, Lancaster, CA</i>	Prime consultant	Subconsultant
<i>Riverside Transit Agency, Architect and Engineering Services for Promenade Mobility Hub Project, Riverside, CA</i>	Prime consultant	Subconsultant
<i>Orange County Transportation Authority (OCTA), 17th Street Grade Separation, Santa Ana, CA</i>	Prime consultant	Subconsultant
<i>City of Burbank, Burbank Channel Bikeway Project, Burbank, CA</i>	Subconsultant	Prime consultant
<i>LA Metro, Willowbrook/Rosa Parks Station Improvements, Los Angeles, CA</i>	Subconsultant	Prime consultant
<i>Foothill Transit, Design Services for Layover Bus Parking Lots in Downtown Los Angeles, Los Angeles, CA</i>	Subconsultant	Prime consultant

We assure the City that, based on our history with Stantec, coordination and communication between the two firms will run smoothly.

3c. References

Kimley-Horn is proud of the relationships we have developed with our clients, and much of our success over the last five decades is directly related to our efforts to perform high-quality, timely services for all our clients. We invite you to contact our references; these individuals will tell you that we listened to their needs, met their schedules, accomplished their missions, and delivered results.

City of Downey

Contact: Edwin Norris, Deputy Public Works Director
Telephone Number: 562.904.7246
Email Address: enorris@downeyca.org

"Their work has always been completed and provided in the utmost professional manner within budget and schedule. The City of Downey has been very satisfied with Kimley-Horn's responsiveness and would not hesitate to hire this firm again."

– Edwin Norris, City of Downey

City of San Bernardino

Contact: Azzam Jabsheh, Traffic Engineer
Telephone Number: 909.384.7251
Email Address: jabsheh_az@sbccity.org

City of Culver City

Contact: Andrew Maximous, Mobility and Traffic Engineering Manager
Telephone Number: 310.253.5628
Email Address: andrew.maximous@culvercity.org

"Jean truly provides the combination of a hands-on approach, attention to detail, and client service needed to deliver a successful project. I would highly recommend Kimley-Horn and specifically Jean Fares for future traffic engineering projects."

– Andrew Maximous, City of Culver City

City of Palm Springs

Contact: Francisco Jaime, Associate Civil Engineer
Telephone Number: 760.323.8253 ext. 8750
Email Address: francisco.jaime@palmspringsca.gov

"The City has three to four firms under our on-call contract. I give Kimley-Horn the majority of the work. I consider Kimley-Horn as an augmentation of my staff."

– Cesar Romo, City of Santa Clarita

City of Santa Clarita

Contact: Cesar Romo, Traffic Signal Administrator
Telephone Number: 661.286.4002
Email Address: cromo@santa-clarita.com



3d. Proposed Team

Kimley-Horn's team is unsurpassed in local knowledge and relevant experience. We have structured our team to be a partner to the City.

Jean Fares, P.E., a successful Kimley-Horn project manager with over three decades of experience in traffic signal design and signal timing projects, will manage our team. He will serve as the City's point of contact and will maintain a close working relationship with City staff throughout the Project's duration. Jean and his team of well-qualified individuals, including Avant-Garde, have a thorough knowledge of traffic engineering processes and extensive experience coordinating communications between various stakeholder groups and client staff throughout plan development.

We have provided resumes for our team's personnel in the following pages. These resumes outline their proposed roles, education, credentials, training, and related experience. They also contain information regarding their individual licenses.





Jean Fares, P.E.

Project Manager; Bidding/Construction Support

Jean has 35 years of experience with the planning and design of traffic and transportation projects throughout California and the western U.S. As a registered Professional Engineer in California, he has provided traffic signal timing at over 2,500 locations, traffic signal design at over 2,000 locations, and signal system design at over 1,500 locations, and has wide-ranging experience with traffic operations, signing and marking plans preparation, Transportation Management Plans (TMPs), and traffic control plans. Jean also has extensive experience in applying traffic engineering, ITS technologies, and communications infrastructure design to leading design-build transportation and transit projects.

Key Personnel

Professional Credentials

- Bachelor of Science, California State Polytechnic University, Pomona
- Professional Engineer in California #2097

Professional Affiliations

- Institute of Transportation Engineers (ITE), Member

RELEVANT EXPERIENCE

- **City of West Covina, Preliminary Engineering Phase Services, HSIP Cycle 10 Improvements, West Covina, CA – Project Manager**
- **City of South El Monte, Design Services for Traffic Signal Improvements at Various Signalized Intersections, HSIP, South El Monte, CA – Project Manager**
- **City of Monterey Park, Design Engineering Services for Various Signalized Intersections Along Garfield Avenue, HSIP, Monterey Park, CA – Project Manager**
- **City of Palm Springs, Traffic Signal Improvements, HSIP, Palm Springs, CA – Project Manager**
- **City of Culver City, Signal Upgrade and Left Turn Phasing, HSIP, Culver City, CA – Project Manager**
- **City of San Bernardino, Upgrade of Various Signal Hardware on 224 Signalized Intersections on Various Arterials, HSIP, San Bernardino, CA – Project Manager**
- **City of West Hollywood, Civil Engineering Design Services for Sunset/Santa Monica Fiber Loop, HSIP, West Hollywood, CA – Project Manager**
- **City of Downey, Paramount Boulevard Traffic Signal Upgrade and Fiber-Optic Communication System, HSIP, Downey, CA – Project Manager**
- **City of Santa Clarita, Wiley Canyon Road at Orchard Village Road and Newhall Avenue at Railroad Avenue Intersection Improvement, HSIP, Santa Clarita, CA – Deputy Project Manager**
- **City of Santa Monica, Transit Priority System Phase 2 and ATMS, Phase 3, Santa Monica, CA – Project Manager**
- **CVAG, Traffic Signal Synchronization Project (TSSP), Coachella Valley, CA – Project Manager**
- **City of Thousand Oaks, Rancho Road Sidewalks and Bike Lanes, HSIP, Thousand Oaks, CA – Project Manager**
- **County of Los Angeles, Woodruff Avenue TSSP, Los Angeles County, CA – Project Manager**
- **City of Glendale, Smart Corridor—San Fernando Road, Glendale, CA – Project Manager**
- **City of Santa Clarita, San Fernando Road Improvements, Santa Clarita, CA – Project Manager**
- **City of Downey, Imperial Highway Traffic Signal Fiber-Optic Communication System and Upgrades Project, Downey, CA – Project Manager**
- **County of Los Angeles, On-Call Traffic Design Services, Los Angeles County, CA – Project Manager**
- **City of Downey, On-Call Traffic Engineering Services, Downey, CA – Project Manager**
- **City of Long Beach, On-Call Traffic Engineering Services, Long Beach, CA – Project Manager**
- **City of Arcadia, Santa Anita Avenue Corridor Traffic Signal Improvement Design, Arcadia, CA – Project Manager**
- **City of Glendale, Consultant Services for Traffic Engineering and Fiber-Optic Communication Design, Glendale, CA – Project Manager**
- **City of Burbank, TSSP for 18 Intersections Along Hollywood Way, Burbank, CA – Project Manager**



Jean Fares, P.E.

(Cont.)

- City of Burbank, San Fernando Road ITS Project, Burbank, CA – Project Manager
- City of Manhattan Beach, Advanced Traffic Signal System Project, Manhattan Beach, CA – Project Manager
- City of Santa Monica, Traffic Signal Timing Plans, Phase IV, Santa Monica, CA – Principal-in-Charge
- City of Agoura Hills, ITS Planning and Computerized Traffic Signal Synchronization, Agoura Hills, CA – Project Manager
- City of Santa Clarita, Sierra Highway Traffic Signal Interconnect and Adaptive System, Santa Clarita, CA – Project Manager

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BOARD FOR PROFESSIONAL ENGINEERS, LAND SURVEYORS, AND GEOLOGISTS

LICENSING DETAILS FOR: 2097

NAME: FARES, JEAN BARBAR

LICENSE TYPE: TRAFFIC ENGINEERS

LICENSE STATUS: CLEAR

ADDRESS

7505 BOBBYBOYAR AVE
WEST HILLS CA 91304
LOS ANGELES COUNTY

[MAP](#)

ISSUANCE DATE

JANUARY 26, 2001

EXPIRATION DATE

JUNE 30, 2025

CURRENT DATE / TIME

AUGUST 15, 2023
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Kevin Aguigui, P.E., E.E., T.E., CSEP

QC/QA Manager

Kevin is a senior communication systems and traffic engineer with over 25 years of experience in the evaluation, design, and implementation/integration oversight of adaptive traffic control systems and ITS networks. He has evaluated and designed the implementation of numerous adaptive control system software packages, including participation in the TRB A318 committee on adaptive systems. Kevin has served as a technical specialist for numerous municipalities, interfacing directly with traffic system manufacturers and integrators.

RELEVANT EXPERIENCE

- **City of South El Monte, Design Services for Traffic Signal Improvements at Various Signalized Intersections, South El Monte, CA** – QC/QA Manager
- **City of Monterey Park, Design Engineering Services for Various Signalized Intersections Along Garfield Avenue, Monterey Park, CA** – QC/QA Reviewer
- **City of Palm Springs, Traffic Signal Improvements, Palm Springs, CA** – QC/QA Reviewer
- **City of San Bernardino, Upgrade of Various Signal Hardware on 224 Signalized Intersections on Various Arterials, San Bernardino, CA** – QC/QA Reviewer
- **City of West Hollywood, Civil Engineering Design Services for Sunset/Santa Monica Fiber Loop, West Hollywood, CA** – QC/QA Reviewer
- **City of Downey, Paramount Boulevard Traffic Signal Upgrade and Fiber-Optic Communication System, Downey, CA** – Project Engineer
- **City of Santa Monica, Transit Priority System Phase 2 and ATMS, Phase 3, Santa Monica, CA** – QC/QA Reviewer
- **City of Pasadena, Systems Integration/Management and TMC Design, Pasadena, CA** – Principal-in-Charge
- **City of Glendale, Traffic Engineering and Fiber-Optic Communications Design, Glendale, CA** – QC/QA Manager
- **City of Inglewood, ITS Gap Closure Parts I and II, Inglewood, CA** – QC/QA Manager
- **City of Santa Clarita, ATMS, Santa Clarita, CA** – Lead Electrical and Systems Engineer
- **County of San Bernardino, E Street sBX Bus Rapid Transit (BRT) System Design and Implementation, San Bernardino County, CA** – Lead Traffic and ITS Engineer
- **City of Palm Springs, TMC Communications System Troubleshooting, Palm Springs, CA** – QC/QA Reviewer
- **City of Rancho Mirage, Citywide Traffic Signal Equipment and Infrastructure Assessment Study, Rancho Mirage, CA** – Project Engineer
- **City of Monterey, Lighthouse Avenue Adaptive Signal System, Monterey, CA** – Project Manager
- **City of Stockton, March Lane Adaptive Traffic Control System, Stockton, CA** – Project Manager
- **Bay Area Toll Authority (BATA), San Francisco-Oakland Bay Bridge Metering Lights System Upgrade, Bay Area, CA** – Project Manager
- **City of Mountain View, Grant Road Adaptive Traffic Signal System, Mountain View, CA** – Project Manager
- **City of Visalia, Traffic Management Center Design, Visalia, CA** – Project Manager
- **City of Santa Cruz, Ocean Street Adaptive Traffic Control System, Santa Cruz, CA** – Project Manager
- **City of Santa Clara, De La Cruz Boulevard, El Camino Real, and Scott Boulevard Traffic Signal Interconnect and Coordination Project, Santa Clara, CA** – Project Manager

Key Personnel

Professional Credentials

- Bachelor of Science, Civil Engineering, University of Hawaii at Manoa
- Certificate with Distinction, Telecommunications and Network Engineering, University of California at Berkeley Extension
- Professional Engineer in California #48732
- Electrical Engineer in California #19888
- Traffic Engineer in California #1781
- Certified Systems Engineering Professional #00156

Professional Affiliations

- Institute of Transportation Engineers (ITE), Member
- Intelligent Transportation Society of America (ITS America), Member
- Institute of Electrical and Electronic Engineers (IEEE), Member
- International Council on Systems Engineering (INCOSE), Member

Kevin Aguigui, P.E., E.E., T.E., CSEP

(Cont.)

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BOARD FOR PROFESSIONAL ENGINEERS, LAND SURVEYORS, AND
GEOLOGISTS

LICENSING DETAILS FOR: 48732

NAME: AGUIGUI, KEVIN GERRARD
 LICENSE TYPE: CIVIL ENGINEER
 LICENSE STATUS: CLEAR

ADDRESS
 1300 CLAY ST STE 325
 OAKLAND CA 94612
 ALAMEDA COUNTY
[MAP](#)

ISSUANCE DATE
 JUNE 26, 1992
 EXPIRATION DATE
 SEPTEMBER 30, 2024
 CURRENT DATE / TIME
 AUGUST 15, 2023
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BOARD FOR PROFESSIONAL ENGINEERS, LAND SURVEYORS, AND
GEOLOGISTS

LICENSING DETAILS FOR: 19880

NAME: AGUIGUI, KEVIN GERRARD
 LICENSE TYPE: ELECTRICAL ENGINEER
 LICENSE STATUS: CLEAR

ADDRESS
 1300 CLAY ST STE 325
 OAKLAND CA 94612
 ALAMEDA COUNTY
[MAP](#)

ISSUANCE DATE
 DECEMBER 19, 2011
 EXPIRATION DATE
 MARCH 31, 2024
 CURRENT DATE / TIME
 AUGUST 15, 2023
 3:41:7 PM

BOARD FOR PROFESSIONAL ENGINEERS, LAND SURVEYORS, AND
GEOLOGISTS

LICENSING DETAILS FOR: 1781

NAME: AGUIGUI, KEVIN GERRARD
 LICENSE TYPE: TRAFFIC ENGINEERS
 LICENSE STATUS: CLEAR

ADDRESS
 1300 CLAY ST STE 325
 OAKLAND CA 94612
 ALAMEDA COUNTY
[MAP](#)

ISSUANCE DATE
 FEBRUARY 10, 1995
 EXPIRATION DATE
 JUNE 30, 2025
 CURRENT DATE / TIME
 AUGUST 15, 2023
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Jason Melchor, P.E.

Traffic Signal Plans; Bidding/Construction Support

Jason has over 25 years of experience in the management, design, and review of traffic engineering projects in California and has worked with clients in Los Angeles, Orange, Riverside, San Bernardino, Santa Barbara, and San Diego counties. His traffic engineering experience includes traffic signal design, signing and striping, traffic control, street lighting, signal interconnect and ITS design plans, and he has served as a key staff member on many transportation studies, safety studies, traffic and civil engineering design, and active transportation projects.

Key Personnel

Professional Credentials

- Bachelor of Science, Civil Engineering, University of California, Irvine
- Professional Engineer in California #65218

Professional Affiliations

- Institute of Transportation Engineers (ITE), Member
- Orange County Traffic Engineering Council (OCTEC), Member

RELEVANT EXPERIENCE

- **City of South El Monte, Design Services for Traffic Signal Improvements at Various Signalized Intersections, South El Monte, CA** – Task Lead, Traffic Signal Plans
- **City of Monterey Park, Design Engineering Services for Various Signalized Intersections Along Garfield Avenue, Monterey Park, CA** – Project Engineer
- **City of Palm Springs, Traffic Signal Improvements, Palm Springs, CA** – Project Engineer
- **City of Culver City, Signal Upgrade and Left Turn Phasing, Culver City, CA** – QC/QA Reviewer
- **City of San Bernardino, Upgrade of Various Signal Hardware on 224 Signalized Intersections on Various Arterials (HSIP), San Bernardino, CA** – Project Engineer
- **City of West Hollywood, Civil Engineering Design Services for Sunset/Santa Monica Fiber Loop, West Hollywood, CA** – Project Engineer
- **City of Downey, Paramount Boulevard Traffic Signal Upgrade and Fiber-Optic Communication System, Downey, CA** – Project Engineer
- **City of Santa Clarita, Wiley Canyon Road at Orchard Village Road and Newhall Avenue at Railroad Avenue Intersection Improvement, Santa Clarita, CA** – Project Engineer
- **City of Orange, Traffic Engineering Services, South Glassell Street at Palmyra Avenue, New Traffic Signal Project (HSIP), Orange, CA** – Project Manager
- **City of Santa Monica, Transit Priority System Phase 2 and ATMS, Phase 3, Santa Monica, CA** – Project Engineer
- **City of Goleta, Citywide Traffic Signal Upgrade Project (HSIP), Goleta, CA** – Project Manager
- **City of Buena Park, Auto Center Drive Traffic Signal and Median Design, Buena Park, CA** – Project Manager
- **City of Anaheim, Protected Left Turn Signal at Four Intersections (HSIP), Anaheim, CA** – Project Manager
- **City of Anaheim, Anaheim Boulevard at Santa Ana Street Traffic Signal Modification, Anaheim, CA** – Project Manager
- **City of Orange, Traffic Engineering Services, Glassell Street, Orange, CA** – Project Manager
- **City of Orange, Glassell Avenue Left Turn Lanes at Meats and Collins Avenue (HSIP), Orange, CA** – Project Manager
- **City of Fountain Valley, Euclid Street Traffic Signal Design, Fountain Valley, CA** – Project Engineer
- **City of Irvine, Design for Kazan/Walnut Traffic Signal Improvements, Irvine, CA** – Project Engineer
- **City of Newport Beach, East Coast Highway Signal Rehabilitation (10 intersections), Newport Beach, CA** – Project Manager
- **OCTA, Traffic Signal Synchronization Master Plan 2020 Update, Orange County, CA** – Project Engineer
- **OCTA, Chapman Avenue Traffic TSSP, Orange County, CA** – Project Engineer
- **OCTA, Crown Valley Parkway TSSP, Orange County, CA** – Project Engineer
- **City of Chino, Euclid Street Traffic Signal Design, Chino, CA** – Project Engineer
- **City of Rancho Mirage, Traffic Signal Interconnect Improvements, Rancho Mirage, CA** – Project Engineer



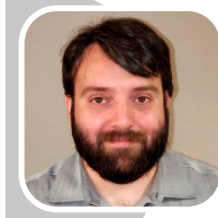
Jason Melchor, P.E.

(Cont.)

- City of Jurupa Valley, Pedley Road at Jurupa Road Intersection Improvements, Jurupa Valley, CA – Project Manager
- City of Jurupa Valley, Preparation of Traffic Signal Warrants and Design of Traffic Control Devices, Limonite Avenue and Marlatt Street, Jurupa Valley, CA – Project Manager
- City of Rancho Cucamonga, Base Line Road Traffic Signal Interconnect and Signal Coordination, Rancho Cucamonga, CA – Project Engineer
- City of Moreno Valley, On-Call Traffic and Transportation Plan Review Services, Moreno Valley, CA – Project Engineer
- City of Palm Desert, Traffic Operations and Capacity Improvements, Palm Desert, CA – Project Engineer

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 BOARD FOR PROFESSIONAL ENGINEERS, LAND SURVEYORS, AND GEOLOGISTS	
LICENSING DETAILS FOR: 65218	
NAME: MELCHOR, JASON JAMES LICENSE TYPE: CIVIL ENGINEER LICENSE STATUS: CLEAR 	ADDRESS 3115 E. MARYWOOD DRIVE ORANGE CA 92667 ORANGE COUNTY MAP
ISSUANCE DATE JUNE 27, 2003 EXPIRATION DATE SEPTEMBER 30, 2023 CURRENT DATE / TIME AUGUST 15, 2023 4:52:42 PM	



Robert Westall, T.E.

Traffic Signal Timing

Robert has seven years of experience in ITS planning and design. He has worked on a multitude of projects, including traffic signal design, signal retiming projects, TMC design, and communication networks. Additionally, Robert has experience working for the City of San Jose's Department of Transportation managing traffic signal operations, maintaining traffic operation devices, and completing the City's TMC.

Key Personnel

Professional Credentials

- Master of Science, Water Resources, San Jose State University
- Bachelor of Science, Civil and Environmental Engineering, California State University, Sacramento
- Traffic Engineer in California #2919

RELEVANT EXPERIENCE

- City of West Hollywood, Fiber Network Design, West Hollywood, CA – Analyst
- City of Palm Desert, Traffic Operations and Capacity Improvements, Palm Desert, CA – Analyst
- City of Palm Springs, On-Call Traffic Engineering Services, Palm Springs, CA – Analyst
- Port of Long Beach, Gerald Desmond Bridge Design-Build Project (I-710 ITS, Communications and Electrical Systems Design), Long Beach, CA – Analyst
- City of Visalia, Design for Downtown Street Light Project, Visalia, CA – Analyst
- City of Monterey, North Fremont Street Bike and Pedestrian Access and Safety Improvements, Monterey, CA – Analyst
- Alameda County Transportation Commission (Alameda CTC), San Pablo Avenue Multimodal Corridor Study, Alameda County, CA – Analyst
- City/County Association of Governments of San Mateo County (C/CAG), San Mateo County Smart Corridors Phase 4 Project, San Mateo County, CA – Analyst
- Port of Oakland, Freight Intelligent Transportation System, Oakland, CA – Analyst
- City of Oakland, MacArthur Smart City Corridor, Oakland, CA – Project Engineer
- City of Stockton, ITS Master Plan, Stockton, CA – Analyst
- City of Alameda, On-Call Complete Streets Engineering Services, Alameda, CA – Project Engineer
- City of South San Francisco, Smart Corridor Expansion Project, South San Francisco, CA – Analyst
- Metropolitan Transportation Commission (MTC), I-880 Integrated Corridor Mobility (ICM) Project, Oakland, CA – Analyst
- Napa Valley Transportation Authority (NVTA), Imola Avenue and State Route 29 Express Bus Improvements, Napa, CA – Analyst
- Santa Clara Valley Transportation Authority (VTA), U.S. 101/SR 25 Interchange Improvements Phase 1 PS&E and SR 152 Trade Corridor, Santa Clara, CA – Analyst
- City of Glendale, Glendale Avenue Reconstruction Design Concept Report (DCR) and Final Design, Glendale, AZ – Analyst

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BOARD FOR PROFESSIONAL ENGINEERS, LAND SURVEYORS, AND GEOLOGISTS

LICENSING DETAILS FOR: 2919

NAME: WESTALL, ROBERT THOMAS
 LICENSE TYPE: TRAFFIC ENGINEERS
 LICENSE STATUS: CLEAR

ADDRESS
 1305 CALIFORNIA ST
 WOODLAND CA 95695
 YOLO COUNTY
[MAP](#)

ISSUANCE DATE
 DECEMBER 20, 2019
 EXPIRATION DATE
 MARCH 31, 2024
 CURRENT DATE / TIME
 AUGUST 15, 2023
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Darryl dePencier, AICP, GISP, RSP_{2B}

Environmental and Caltrans LAPM

Darryl has more than 15 years of experience in leading transportation and safety planning projects. He uses data-driven approaches to assess transportation system performance for operations, safety, equity, and other factors as needed.

As a GIS Professional, Darryl uses GIS to efficiently assess existing conditions and analyze project alternatives. He has supported the development and implementation of GIS analysis methods for traffic performance assessment, traffic safety analysis, ADA transition plans, and other transportation planning functions. He is experienced in creating and applying adjustment factors and elasticities to evaluate Vehicle Miles Traveled (VMT) impacts of projects or developments that are typically not handled by travel demand models. He has worked on studies at the statewide, regional, local, and site-specific levels that include guidance documents, LRSPs, safety thresholds and audits, and local countermeasure recommendations.

RELEVANT EXPERIENCE

- **City of Maywood, LRSP, Maywood, CA** – Project Manager
- **Caltrans, California Strategic Highway Safety Plan (SHSP) Update and Implementation, Statewide, CA** – Project Planner
- **Caltrans, Safety Performance Measure Target Setting Analysis, Statewide, CA** – Project Planner
- **City of Ventura, Systemic Safety Analysis Report Program (SSARP), Ventura, CA** – Project Planner
- **City of Lancaster, SSARP, Lancaster, CA** – Project Manager
- **City of Santa Clarita, Citywide Analysis of Pedestrian and Bicycle Collisions SSARP, Santa Clarita, CA** – Project Planner
- **County of Ventura, LRSP, Ventura County, CA** – Project Manager
- **City of Artesia, LRSP, Artesia, CA** – Project Manager
- **City of Artesia, Active Transportation Plan, Artesia, CA** – Project Advisor
- **City of Anaheim, LRSP, Anaheim, CA** – Project Planner
- **City of Seal Beach, LRSP, Seal Beach, CA** – Project Planner
- **City of Eastvale, Systemic Safety Analysis Report (SSAR), Eastvale, CA** – Project Manager
- **City of Perris, LRSP, Perris, CA** – Project Manager
- **City of Palm Desert, LRSP, Palm Desert, CA** – Project Planner
- **City of La Quinta, SSAR, La Quinta, CA** – Project Planner
- **Orange County Transportation Authority (OCTA), Santa Ana Transit Cooperative Study, Santa Ana, CA** – Project Planner
- **City of Goleta, Traffic Safety Study for the SSAR/LRSP, Goleta, CA** – Project Planner
- **City of Imperial Beach, LRSP, Imperial Beach, CA** – Project Planner
- **County of Imperial, SSAR for Varied Roadways, Imperial County, CA** – Project Planner
- **Santa Cruz County Transportation Commission (SCCRTC), Unified Corridor Investment Study, Santa Cruz, CA** – Project Planner
- **San Benito Council of Governments (SBCOG), SR 25 Corridor Transit Alternatives Analysis, Hollister, CA** – Project Planner
- **Merced County Association of Governments, Regional Transportation Plan (RTP)/Sustainable Communities Strategy (SCS) 2018, Merced, CA** – Project Planner
- **City of Monterey, VMT Assessment and Mitigation Strategies for General Plan Implementation, Monterey, CA** – Project Planner

Professional Credentials

- Master of Urban Spatial Analytics, University of Pennsylvania
- Bachelor of Arts, Geography, Carleton University, Ottawa
- American Institute of Certified Planners #026552
- Geographic Information Systems Professional #59317
- Roadway Safety Professional (RSP₁) #279
- Roadway Safety Professional (RSP_{2B}) #17

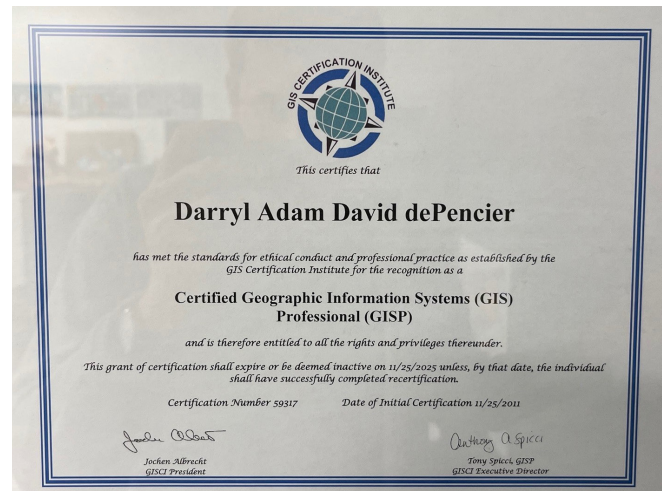
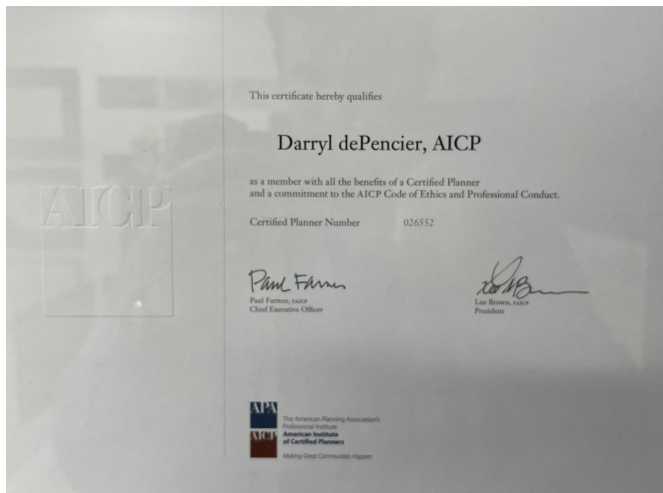
Professional Affiliations

- American Society of Landscape Architects, Member
- U.S. Green Building Council—National Capital Region, Member
- Cal Poly San Luis Obispo Landscape Architecture Department, Advisory Board

Darryl dePencier, AICP, GISP, RSP_{2B}

(Cont.)

- Stanislaus Council of Governments (StanCOG), Preparation of the 2018 RTP, SCS, and Environmental Impact Report (EIR), Modesto, CA – Project Planner

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Kyle McGowan, AICP

Environmental and Caltrans LAPM

Kyle is an analyst and project manager in the transportation planning and engineering field. His experience providing engineering design and planning support includes crash and roadway analyses, document review, and data collection. He has also been involved in the implementation of Goods Movement, Connected Vehicle, and ICM projects in Southern California, where he utilized ArcGIS and design skills to prepare reports and maps of ITS infrastructure improvements. He is proficient with Synchro, Adobe Creative Suite, and SPSS.

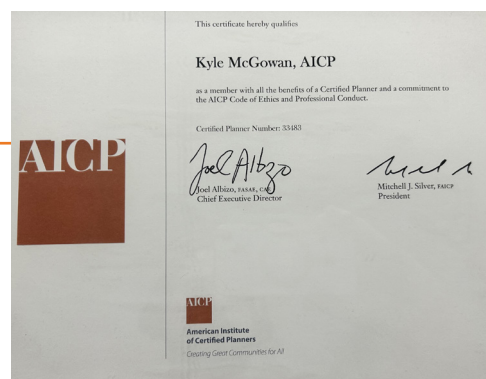
Professional Credentials

- Master of Urban Planning, University of Southern California
- Bachelor of Science, Urban and Regional Planning, University of Arizona
- American Institute of Certified Planners #33483

RELEVANT EXPERIENCE

- **City of Maywood, LRSP, Maywood, CA** – Project Planner
- **City of Monterey Park, Design Engineering Services for Various Signalized Intersections Along Garfield Avenue, Monterey Park, CA** – Analyst
- **County of Ventura, Systemic Countywide Signalized Intersection Improvements, HSIP Cycle 10, Ventura County, CA** – Analyst
- **City of Monterey Park, LRSP, Monterey Park, CA** – Project Planner
- **City of West Covina, LRSP, West Covina, CA** – Project Planner
- **City of Inglewood, Stadium Alternative Mitigation Measure: ITS Improvements, Inglewood, CA** – Analyst
- **City of Santa Clarita, ITS Phase VII, Santa Clarita, CA** – Analyst
- **City of Santa Clarita, Citywide Analysis of Pedestrian and Bicycle Collisions SSARP, Santa Clarita, CA** – Analyst
- **City of Santa Clarita, Development of LRSP, Santa Clarita, CA** – Project Manager
- **County of Ventura, LRSP, Ventura County, CA** – Project Planner
- **LA Metro, Arterial ITS Inventory Tool Expansion, Los Angeles, CA** – Analyst
- **LA Metro, North Hollywood to Pasadena BRT Planning and Environmental Study, Los Angeles to Pasadena, CA** – Analyst
- **City of Anaheim, LRSP, Anaheim, CA** – Analyst
- **City of Seal Beach, LRSP, Seal Beach, CA** – Analyst
- **City of Costa Mesa, LRSP, Costa Mesa, CA** – Project Planner
- **City of Eastvale, SSAR, Eastvale, CA** – Analyst
- **City of Perris, LRSP, Perris, CA** – Analyst
- **City of Palm Desert, Traffic Operations and Capacity Improvements, Palm Desert, CA** – Analyst
- **City of Palm Desert, LRSP, Palm Desert, CA** – Analyst
- **City of Palm Springs, TMC Troubleshooting and Timing Plan Review, Palm Springs, CA** – Analyst
- **CVAG, Signal Timing for CV Link, Palm Desert, CA** – Analyst
- **County of Imperial, SSARP for Varied Roadways, Imperial County, CA** – Analyst
- **City of Goleta, Traffic Safety Study for the SSAR/LRSP, Goleta, CA** – Analyst

PROOF OF LICENSURE





Tim Chan, P.E.

Traffic Signal Plans

Tim has 11 years of experience in traffic engineering design and transportation planning. His traffic engineering experience includes preparing traffic signal design, signing and striping, streetlight, traffic control, and interconnect plans. Tim has conducted and managed the field investigation and design tasks on numerous projects. His attention to detail and knowledge of field conditions has translated into successful designs and constructible plans. Additionally, he has worked with public and private sector clients on a variety of traffic impact studies, transportation analyses, and parking evaluations throughout the Southern California region. Tim is experienced in a wide range of transportation-related software packages, including Synchro, SimTraffic, Traffix, and Vistro, and is knowledgeable of planning and design standards for local and state agencies.

Professional Credentials

- Bachelor of Science, Civil Engineering, California State Polytechnic University, Pomona
- Professional Engineer in California #85687

Professional Affiliations

- Orange County Traffic Engineering Council (OCTEC), Member

RELEVANT EXPERIENCE

- **County of Los Angeles, Woodruff Avenue TSSP, Los Angeles County, CA** – Project Engineer
- **City of Burbank, Midtown Commercial Corridor Signal Improvements (28 intersections), Burbank, CA** – Project Engineer
- **City of Eastvale, Traffic Signal Dilemma Zone Detection and Mitigation, Eastvale, CA** – Project Manager
- **City of Anaheim, Protected Left Turn Traffic Signal Improvements, Anaheim, CA** – Project Engineer
- **City of Santa Clarita, ITS Phase VII, Santa Clarita, CA** – Project Engineer
- **City of Santa Clarita, Plum Canyon Road Fiber-Optic Installation Design, Santa Clarita, CA** – Design Engineer
- **City of Industry, On-Call Traffic and Civil Engineering Services, Industry, CA** – Design Engineer
- **City of Buena Park, Auto Center Drive Traffic Signal and Median Design, Buena Park, CA** – Project Engineer
- **City of Anaheim, Traffic Signal Designs for Gene Autry Way Improvements, Anaheim, CA** – Project Engineer
- **City of Orange, Glassell Avenue Left Turn Lanes at Meats and Collins Avenue, Orange, CA** – Design Engineer
- **City of Santa Ana, South Main Street Corridor Improvements, Santa Ana, CA** – Project Engineer
- **City of Santa Ana, Warner Ave Street Improvements (Oak Street to Wright Street), Santa Ana, CA** – Project Engineer
- **City of Newport Beach, East Coast Highway Signal Rehabilitation Design (nine intersections), Newport Beach, CA** – Project Engineer
- **City of Irvine, Barranca Parkway Regional TSSP, Irvine, CA** – Project Engineer
- **City of Rancho Mirage, Traffic Signal Interconnect Improvements, Rancho Mirage, CA** – Project Engineer
- **City of Corona, McKinley Street Grade Separation Project (Traffic Design), Corona, CA** – Design Engineer
- **City of Jurupa Valley, Limonite Avenue Traffic Analysis Between Downey Street and Pedley Road, Jurupa Valley, CA** – Project Engineer

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BOARD FOR PROFESSIONAL ENGINEERS, LAND SURVEYORS, AND GEOLOGISTS

LICENSING DETAILS FOR: 85687

NAME: CHAN, TIMOTHY
 LICENSE TYPE: CIVIL ENGINEER
 LICENSE STATUS: CLEAR

ADDRESS
 241 TAROCCO
 IRVINE, CA 92618
 ORANGE COUNTY
 MAP

ISSUANCE DATE
 MAY 26, 2016
 EXPIRATION DATE
 SEPTEMBER 30, 2024
 CURRENT DATE / TIME
 AUGUST 16, 2023
 9:29 AM



Vivian Chong, EIT

Traffic Signal Plans

Vivian has worked on ITS projects related to traffic signal modifications, fiber-optic design, traffic impact analyses, and traffic signal synchronization programs throughout her career at Kimley-Horn. She has experience with intensive and detailed field work to document existing conditions on site. She also coordinates with utility companies across multiple jurisdictions to collect information regarding existing underground utilities.

Professional Credentials

- Bachelor of Science, Civil and Environmental Engineering, University of California, Los Angeles
- Engineer-in-Training in California #171385

RELEVANT EXPERIENCE

- **City of West Covina, Preliminary Engineering Phase Services, HSIP Cycle 10 Improvements, West Covina, CA – Analyst**
- **City of South El Monte, Design Services for Traffic Signal Improvements at Various Signalized Intersections, HSIP Cycle 9 Improvements, South El Monte, CA – Analyst**
- **City of Monterey Park, Design Engineering Services for Various Signalized Intersections Along Garfield Avenue, HSIP Cycle 9 Improvements, Monterey Park, CA – Analyst**
- **City of West Hollywood, Civil Engineering Design Services for Sunset/Santa Monica Fiber Loop, West Hollywood, CA – Analyst**
- **City of South El Monte, Traffic Signal Improvements at Lee Avenue/Garvey Avenue and Durfee Avenue/Peck Road, HSIP Cycle 10, South El Monte, CA – Analyst**
- **City of Manhattan Beach, Manhattan Beach Advanced Traffic Signal, Manhattan Beach, CA – Analyst**
- **City of Inglewood, ITS Gap Closure Part II, Inglewood, CA – Analyst**
- **County of Los Angeles, Eastern Avenue TSSP, Los Angeles, CA – Analyst**
- **County of Los Angeles, Rosecrans Avenue TSSP, Los Angeles, CA – Analyst**
- **County of Los Angeles, Woodruff Avenue TSSP, Los Angeles, CA – Analyst**
- **City of Santa Clarita, Copper Hill Drive Traffic Signal and Interconnect, Santa Clarita, CA – Analyst**
- **City of Palm Springs, Citywide Engineering and Traffic Survey, Palm Springs, CA – Analyst**
- **City of Palm Desert, Traffic Operations and Capacity Improvements Project, Palm Desert, CA – Analyst**

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Rebecca Ung, EIT

Traffic Signal Plans

Rebecca is a transportation analyst that has experience in signing and striping design, traffic signal design, traffic mitigation efforts, traffic studies, and traffic operations. She has worked on HSIPs, design specifications, opinions of probable costs, utility plans, data collection and field review, and encroachment permit applications for multiple local jurisdictions. She has experience in AutoCAD, Synchro, and BlueBeam Revu.

Professional Credentials

- Bachelor of Science, Civil Engineering (Transportation Systems Engineering specialization), University of California, Irvine
- Engineer-in-Training in California #176402

RELEVANT EXPERIENCE

- City of West Covina, Preliminary Engineering Phase Services, HSIP Cycle 10 Improvements, West Covina, CA – Analyst
- City of South El Monte, Design Services for Traffic Signal Improvements at Various Signalized Intersections, South El Monte, CA – Analyst
- County of Ventura, Systemic Countywide Signalized Intersection Improvements, HSIP Cycle 10, Ventura County, CA – Analyst
- City of Monterey Park, Potrero Grande Traffic Analysis, Monterey Park, CA – Analyst
- City of Culver City, MOVE Culver City 2023, Culver City, CA – Analyst
- City of Inglewood, Inglewood Design Guidelines, Inglewood, CA – Analyst
- City of Inglewood, Stadium Alternative Mitigation Measure: ITS Improvements, Inglewood, CA – Analyst
- City of Inglewood, ITS Gap Closure Part II, Inglewood, CA – Analyst
- City of Santa Clarita, Golden Valley Road Signing and Striping, Santa Clarita, CA – Analyst
- City of Santa Clarita, Whites Canyon Road Signing and Striping, Santa Clarita, CA – Analyst
- City of Santa Clarita, Newhall Area Bike Facilities, Santa Clarita, CA – Analyst
- Crown Castle, LAX TOR Fiber Traffic Control Plans, Los Angeles County, CA – Analyst

PROOF OF LICENSURE





Rachel Tam, EIT

Traffic Signal Timing

Rachel is a civil engineering analyst with traffic engineering experience, including traffic signal operations, traffic studies, PS&E, construction details, utility plans, cost qualities and estimates, and other PS&E components. Her skills

include AutoCAD, Synchro 11, and ArcGIS.

Professional Credentials

- Bachelor of Science, Civil Engineering, University of California, Los Angeles
- Engineer-in-Training in California #174449

RELEVANT EXPERIENCE

- City of West Hollywood, Civil Engineering Design Services for Sunset/Santa Monica Fiber Loop, West Hollywood, CA – Analyst
- City of Culver City, Overland Avenue Bike Lane, Pedestrian, and High Friction Surface Treatment (HFST) Improvement Project, Culver City, CA – Analyst
- City of Santa Clarita, Newhall Area Bike Facilities, Santa Clarita, CA – Analyst
- Los Angeles World Airports (LAWA), LAX Decision Support System Program Project Management Support Services, Los Angeles, CA – Analyst
- City of Palm Desert, Traffic Operations and Capacity Improvements Project, Palm Desert, CA – Analyst
- City of Culver City, Sawtelle Boulevard and I-405 Southbound Ramps/Matteson Avenue Traffic Signal Modifications, Culver City, CA – Analyst
- City of Culver City, Main Street Bollards, Culver City, CA – Analyst
- City of Palm Desert, HSIP Cycle 10 High-Visibility Crosswalks Improvements, Palm Desert, CA – Analyst

PROOF OF LICENSURE





Lissette Montoya

Environmental and Caltrans LAPM

AVANT
GARDE

Grants
Compliance
Funding Management
Community Outreach

Key Personnel

Professional Credentials

- Master of Arts, Business Administration, California State Polytechnic University, Pomona
- Bachelor of Science, Business Management, California State Polytechnic University, Pomona

Lissette has more than 20 years of comprehensive experience in project management and analysis, funding management, grant administration, and community outreach programs. She is experienced in issues impacting city governments and contract administration. Lissette is the vice president and chief financial officer of Avant-Garde. She has experience in identifying federal and state fund allocation balances, programming funds, and administering long- and short-range programs consistent with the economic capabilities of the city. Lissette directs the program management team so that projects are developed in accordance with policy and procedural requirements, assists in determining eligible projects for various funding sources, and manages development and capital improvement programs/projects from conception to completion. Lissette has assisted various agencies in performing a variety of analyses and studies to identify state and federal funding options; performed time-critical and confidential studies related to fiscal and administrative requirements of grant programs; assisted in the grants solicitation process; planned and coordinated the implementation of awarded grants to ensure that the City was in compliance with applicable laws and regulations; and monitored and audited grant expenses. Under her direction, Avant-Garde has successfully monitored federal and state funding for municipal agencies throughout Southern California and written grants to secure over \$483.1 million in funding for government agencies.

RELEVANT EXPERIENCE

- **City of South El Monte, Design Services for Traffic Signal Improvements at Various Signalized Intersections, South El Monte, CA – Funding Manager**
- **City of South El Monte, Traffic Signal Improvements at Lee Avenue/Garvey Avenue and Durfee Avenue/Peck Road, HSIP Cycle 10, South El Monte, CA – Funding Manager**
- **City of Monterey Park, Design Engineering Services for Various Signalized Intersections Along Garfield Avenue, Monterey Park, CA – Funding Manager**
- **City of Industry, SR 57/SR 60 Confluence, Industry, CA – Project/Funding Manager**
- **City of Industry, Local Highway Bridge Program, Industry, CA – Project/Funding Manager**
- **City of Industry, Lemon Avenue Interchange, Industry, CA – Project/Funding Manager**
- **City of Bell Gardens, HSIP Cycle 8, Bell Gardens, CA – Funding Manager**
- **City of Commerce, HSIP Cycle 7, Commerce, CA – Funding Manager**
- **City of Lynwood, HSIP Cycle 5, Lynwood, CA – Funding Manager**
- **City of Manhattan Beach, HSIP Cycle 5, Manhattan Beach, CA – Funding Manager**
- **City of La Mirada, Alondra/Valley View Improvements, La Mirada, CA – Project/Funding Manager**
- **City of Temple City, Rosemead Boulevard Beautification and Enhancements, Temple City, CA – Funding Manager**
- **Caltrans Local Assistance Process for various projects and various agencies including: South El Monte, Alhambra, Bell Gardens, Carson, Culver City, Commerce, El Monte, La Canada Flintridge, Lynwood, Manhattan Beach, Montebello, Monterey Park, Norwalk, Rosemead, Temple City, West Covina, and Ventura**



Keith LeNoue

Environmental and Caltrans LAPM



Keith has over three years of experience in administrative and municipal program services and contract administration. His main responsibilities include fund administration, grant research and writing, community outreach support, and program management services. Keith has experience in preparing documents in accordance with the LAPM for federally funded projects. He assists with processing documentation for projects to obtain Caltrans authorizations and reimbursement requests.

Professional Credentials

- Master of Business Administration, Azusa Pacific University
- Bachelor of Arts, Business Management, Azusa Pacific University

RELEVANT EXPERIENCE

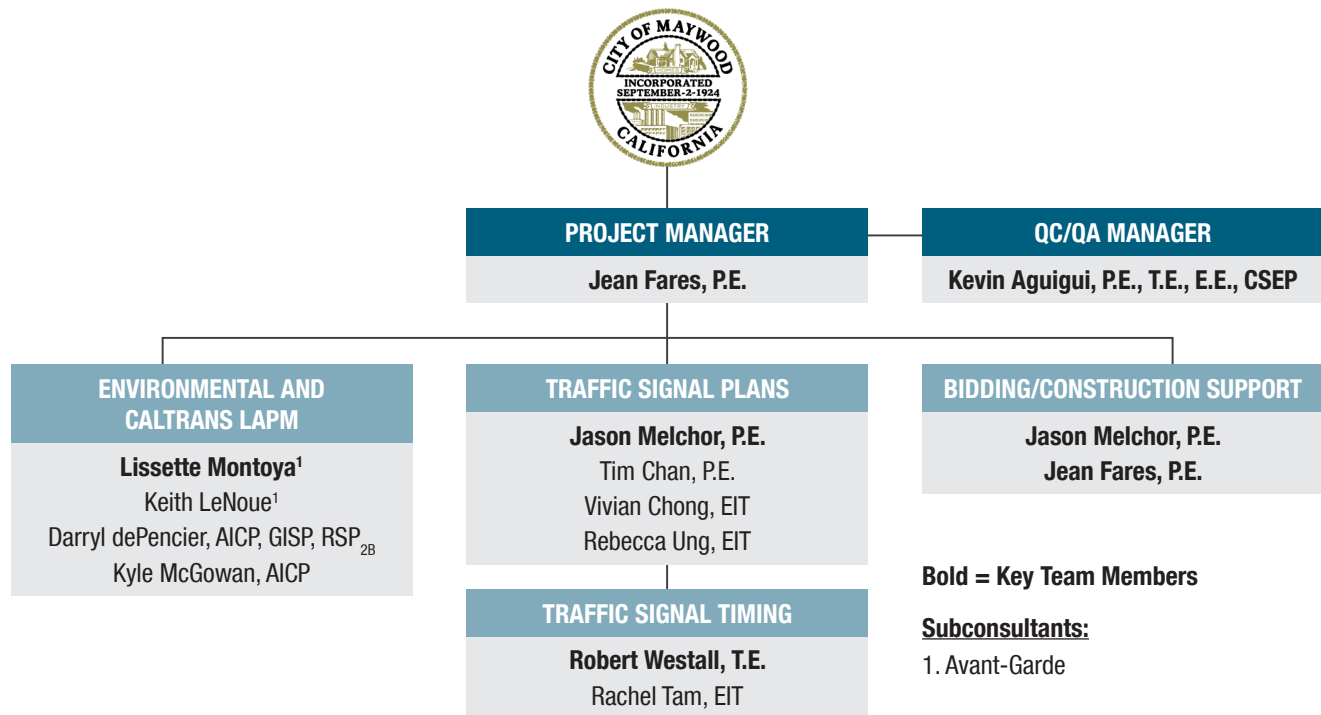
- **City of Placentia, Citywide Improvements—HSIP, Placentia, CA** – Funding Coordinator
- **City of Huntington Beach, LRSP, Huntington Beach, CA** – Funding Coordinator
- **City of La Mirada, Imperial Highway/Valley View/Wicker Drive Improvements, La Mirada, CA** – Funding Coordinator
- **City of Ventura, On-Call Citywide Capital Improvement Projects, Ventura, CA** – Funding Coordinator
- **City of Norwalk, HSIPs, Norwalk, CA** – Funding Coordinator



3e. Organizational Chart

Kimley-Horn selected our proposed team members, including Avant-Garde's personnel, for their relevant experience in the discipline areas sought by the City, their proven ability to work as a team, and their availability to serve the City on this project. Each member of our team is committed to the successful completion of the Project. The organization chart below shows our team structure and defines relationships among disciplines and tasks. In addition to the team members listed, other local technical support staff are also available and can be dedicated to serve on the Project.

Our identified team will be available throughout the Project's duration. If a member of our team is unable to fulfill their responsibilities, Jean will notify the City immediately and will work with the City to create a contingency plan. No team member will be added or removed from our team without prior concurrence with the City.



3f. Required Licenses

Kimley-Horn has provided proof of licensure for each of our team's personnel in their resumes, which are presented in **3d. Proposed Team**.



4. APPROACH TO SCOPE OF SERVICES

4a. Approach and Understanding

Project Understanding

The City is looking to improve safety and operability through the installation of retroreflective signal heads, 12" vehicle heads, Leading Pedestrian Interval (LPI), and pedestrian countdown signal heads at 12 existing signalized intersections in various locations throughout the city. The City is also looking to install high-visibility pedestrian crossings at certain intersections. Per the City's RFP, the project will be funded at 90%, with HSIP funding for 21 total intersections, and work for nine of the 21 intersections are already underway.

The City has compiled collision data history from 2016 to 2020 with a total of 473 collisions, 32 of which include pedestrians and cyclists.

The Caltrans LRSM outlines a systemic approach of proven safety countermeasures to address systemwide safety issues. The LRSM provides steps to calculate Benefit to Cost ratios (BCR) to determine which low-cost countermeasures could be implemented to high crash locations. Based on the collision data history and BCRs, the City has determined three countermeasures to increase safety and reduce the number of collisions.

The first countermeasure, S2: Improve Signal Hardware: Lenses, Back-Plates with Retroreflective Borders, Mounting Size, and Number of Signal Heads, includes improvements in safety for signalized intersections by installing new LED lighting, signal back plates, retro-reflective tape outline on the back plates, or visors to increase signal visibility, larger signal heads, relocation of signal heads, or additional signal heads. The LRSM states that the S2 countermeasure provides better daytime and nighttime visibility and clarity of signals and also reduces rear-end and right-angle collisions associated with drivers who are unable to see traffic signals sufficiently in advance of an intersection. The implementation of upgrading all vehicle head lenses to 12" LED vehicle heads and all back-plates with retroreflective borders and mountings has the potential to reduce crashes by 15 percent, as documented in the LRSM and RFP.

The second countermeasure, S17PB: Install Pedestrian Countdown Signal Heads, focuses on improving safety for pedestrians by installing a timer display to let pedestrians know how much time they have left to safely cross a street. The implementation of pedestrian countdown signal heads will reduce crashes by 25 percent, as documented in the LRSM and RFP.

The third countermeasure, S21PB: Modify Signal Phasing to Implement an LPI, allows pedestrians a head start to cross the crosswalk, increases visibility for drivers completing a turning movement, allows pedestrians to have the right-of-way, and reduces conflict between pedestrians and vehicles. The LPI will reduce collisions by 59 percent, as documented in the LRSM.

Countermeasures S2, S17PB, and S21PB will have a combined BCR of 18.26. Specific improvements are further discussed in 4b. Work Plan. These Project intersections and improvements are shown in Figure 1 on the following page.

Grant administration is a key element to confirm that the City follows through with procurement. When agencies are appropriated funding, it is their responsibility to work with the administering agencies to submit the required documents as well as reimbursements requests. Funding administration involves various steps, such as the tracking of all eligible and non-eligible expenditures through a project's lifespan, providing advisement on programmatic changes and updates, and building relationships with each agency granting or administering the funding. Kimley-Horn has included Avant-Garde on our team to assist with this portion of the Project. Each member of Avant-Garde's staff has provided professional consultant services on similar projects in the past and is thoroughly familiar with the processes required pursuant to Caltrans LAPM and LA Metro funding administration procedures. Avant-Garde has successfully completed audits with Caltrans, LA Metro, and the Federal Highway Administration (FHWA). The documents are organized in a manner that is conducive to the auditor's review, and we have cleared all the audits conducted on state-funded projects that were administered through Avant-Garde.

In addition to the design and integration of this project, Kimley-Horn understands the importance of coordination with Caltrans District 7 to assure a successful implementation of the Project. Our team will verify that our submittals are complete to meet Caltrans LAPM requirements for each submission. It is further understood that the Project, along with all others receiving funding under HSIP Cycle 11, are funded by state-only funds and are also subject to the state's process for state-funded HSIPs.

HSIP Cycle 11 Traffic Signal Improvements at Various Locations

HSIPSL-5265(018)

HSIP CYCLE 11 TRAFFIC SIGNAL IMPROVEMENTS AT VARIOUS LOCATIONS - LOCATION MAP

Project Locations:

- | | |
|-----------------------------------|-----------------------------------|
| 1 Atlantic Blvd and District Blvd | 7 Atlantic Blvd and Randolph St |
| 2 Atlantic Blvd and 55th St | 8 Slauson Ave and King Ave |
| 3 Atlantic Blvd and 57th St | 9 Slauson Ave and Mayflower Ave |
| 4 Atlantic Blvd and 58th St | 10 Slauson Ave and Heliotrope Ave |
| 5 Atlantic Blvd and E 60th St | 11 Slauson Ave and Woodlawn Ave |
| 6 Atlantic Blvd and E 61st St | 12 Slauson Ave and Alamo Ave |

Legend

- # 12 Citywide Signals - Implementing S02, S17PB, and S21PB
- ✖ Signals Removed from the Scope (These signals will be designed by others)

Atlantic Blvd and District Blvd is a shared jurisdiction with the City of Vernon. Kimley-Horn will coordinate with the Cities involved to provide timing sheets and traffic signal modification requirements at this intersection.

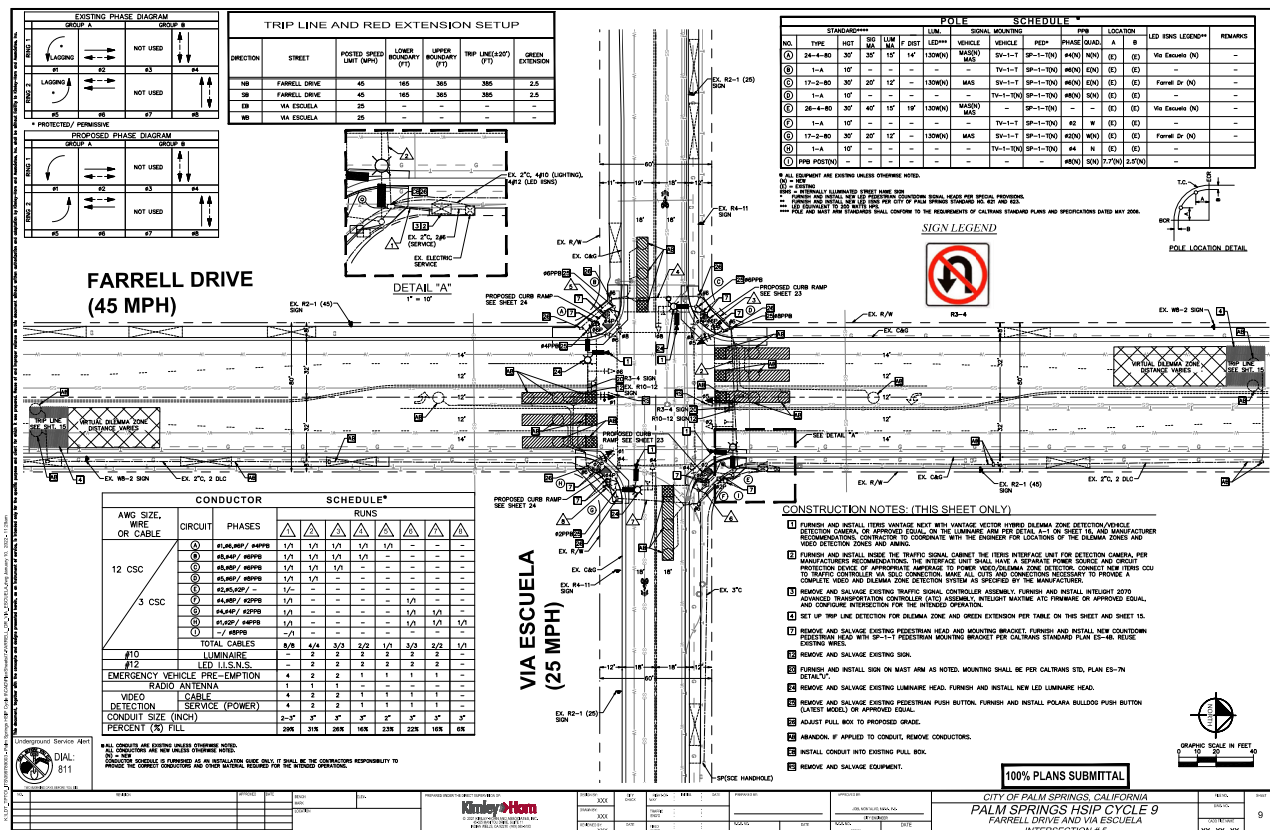
Atlantic Blvd and Randolph St is adjacent to railroad tracks. Kimley-Horn will coordinate with the jurisdictions involved to provide timing sheets and traffic signal modification requirements at this intersection.



32 collisions involving pedestrians and bicyclists have been documented between 2016 and 2020 along these corridors. Due to the high number of collisions, the following improvements are suggested to all intersections:

Install 12" vehicle signal heads with retroreflective borders and countdown pedestrian signal heads, leading pedestrian intervals, and continental crosswalks.

We have included two project samples below and on the following page. These provided enough context for the design, conveyed the information to the contractor, and required zero contractor change orders. For the City of Palm Springs, we installed a protected left turn lane and upgraded traffic signal equipment. For the City of Monterey Park, we drew the existing right-of-way, curb, and centerlines as a base for the design.

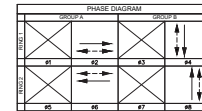
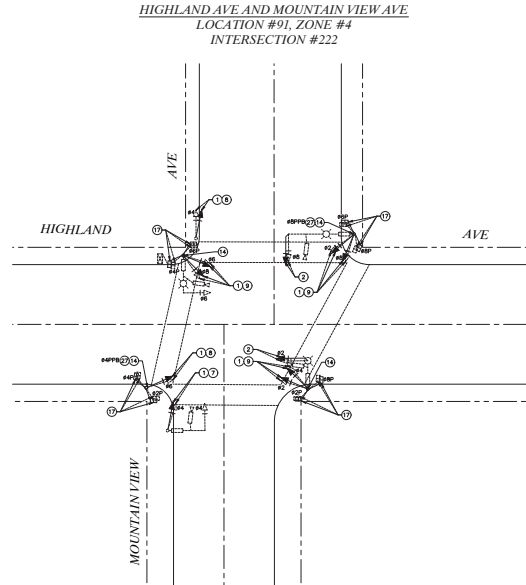




CITY OF SAN BERNARDINO

CONSTRUCTION NOTES: (THIS SHEET ONLY)

- ① REMOVE AND SALVAGE EXISTING TRAFFIC SIGNAL HEAD, FURNISH AND INSTALL NEW 3'-0" TRAFFIC SIGNAL HEAD AND POLE MOUNTING BRACKET FOR SPECIAL PROVISIONS. REUSE EXISTING SIGNAL WIRES.
- ② REMOVE AND SALVAGE EXISTING TRAFFIC SIGNAL HEAD, FURNISH AND INSTALL NEW MAST AND MOUNTED 3'-0" TRAFFIC SIGNAL HEAD, TYPE MAST INTO EXISTING TOWER FOR SPECIAL PROVISIONS. REUSE EXISTING SIGNAL WIRES.
- ③ FURNISH AND INSTALL SV-1-1-T TRAFFIC SIGNAL MOUNTING BRACKET.
- ④ FURNISH AND INSTALL TV-1-1-T TRAFFIC SIGNAL MOUNTING BRACKET.
- ⑤ FURNISH AND INSTALL SV-2-1A TRAFFIC SIGNAL MOUNTING BRACKET.
- ⑥ COVER HOLES IN POLES LEFT FROM REMOVAL OF EXISTING PEDESTRIAN HEAD MOUNTING BRACKET.
- ⑦ REMOVE AND SALVAGE EXISTING PEDESTRIAN HEAD AND MOUNTING BRACKET. FURNISH AND INSTALL NEW COUNDBOY PEDESTRIAN HEAD WITH SP-2-1-T PEDESTRIAN MOUNTING BRACKET. REUSE EXISTING WIRES.
- ⑧ REMOVE AND SALVAGE EXISTING PEDESTRIAN PUSH BUTTONS. FURNISH AND INSTALL POLAR BALLPOW PUSH BUTTONS (LATEST MODEL) OF APPROVED EQUAL.



ITEM	DESCRIPTION	QTY
SV-1-T	SIDE MOUNTED SINGLE SIGNAL AND ASSEMBLY	1
TV-1-T	TOP MOUNTED SINGLE SIGNAL AND ASSEMBLY	2
SV-2-TA	SIDE MOUNTED DUAL SIGNALS AND ASSEMBLY	3
SP-2-T	SIDE MOUNTED DUAL PEDESTRIAN SIGNALS AND ASSEMBLY	4
MAS	MAST ARM MOUNTED SIGNAL ASSEMBLY (TYPE MAS)	2
PPB	PEDESTRIAN PUSH BUTTON ASSEMBLY	2



REVISION	BY	APPV	DATE

APPROVED	2021
CITY ENGINEER	ALAN GUSTAF
REGISTERED CIVIL ENGINEER NO.	44361
DRAWN BY	GA
CHECKED BY	AS
RECOMMENDED BY	

100% PLANS

APPROXIMATE SCALE: 1"=20'
 GRAPHIC SCALE IN FEET
 0 10 20 40

CITY OF SAN BERNARDINO
 DEPARTMENT OF PUBLIC WORKS

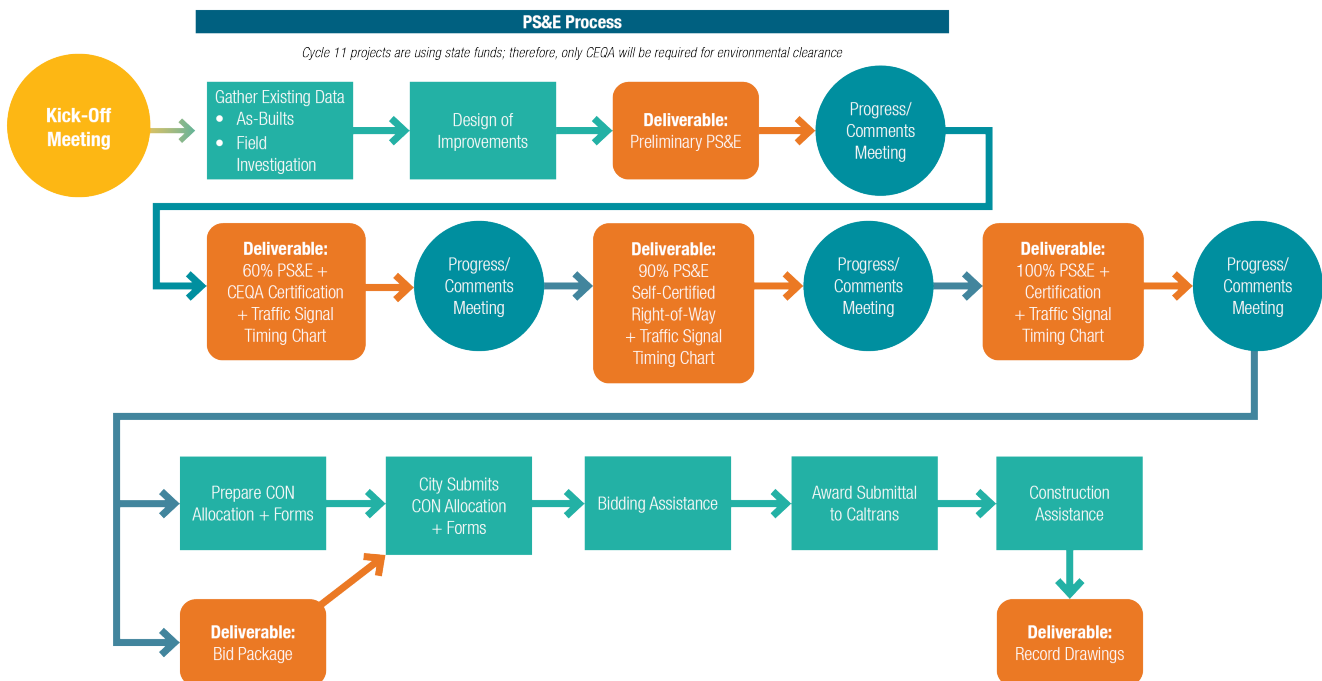
TRAFFIC SIGNAL HARDWARE UPGRADE
 HIGHLAND AVE AND MOUNTAIN VIEW AVE

DRAWING NO. **13438**
 SHEET **02** OF **22** SHEETS

FOR CITY USE ONLY: FILE NO. C.I.P. NO. W.D. NO.

Project Methodology

The flow chart below illustrates the methodology and techniques our team will employ for the Project.





Quality Control/Quality Assurance (QC/QA)

Since our founding, Kimley-Horn has aggressively pursued a commitment to quality for every task, deliverable, and service provided by the firm. Recognizing the importance of careful quality control, Kimley-Horn developed a QC/QA manual that every contract manager and task manager is required to know and use. We strive for our procedures to facilitate the delivery of high-quality services that satisfy our client's needs. There will be no learning curve relative to quality for the Kimley-Horn team. Our QC/QA program is based on the philosophy that:

- ▲ Quality is achieved by adequate planning, coordination, supervision, and technical direction; proper definition of the job requirements and procedures; understanding the scope of services; and the use of appropriately skilled personnel performing work functions carefully
- ▲ Quality is controlled by assigning a manager to evaluate all work and procedures followed while providing the services
- ▲ Quality is secured through the careful surveillance of work activities by individuals who are not directly responsible for performing the initial efforts
- ▲ Quality is verified through independent reviews by a qualified staff member of the processes, procedures, documentation, supervision, technical direction, and staffing associated with the Project's development

Our QC/QA program will include the review of project documents and supporting data by our task managers and key staff who will direct individual tasks. Our QC/QA program will include the following procedures:

- ▲ Project manager Jean Fares, P.E. will be responsible for being thoroughly familiar with the requirements and will be given the authority to direct the Project team and call upon our corporate resources, as required, to satisfy the Project's needs
- ▲ An internal "kick-off" meeting will be held with key individuals assigned to the task to clearly define the scope of services and establish the schedule
- ▲ Project meetings and decisions will be documented by a "paper trail." All documents will be supported by appropriate data that will clearly show the choices evaluated and the basis for our recommendations
- ▲ Supporting calculations, text, or data used to develop a document will be signed and dated by the individual involved when the services are performed. Also, telephone conversations and meetings that include or affect a Project decision will be documented
- ▲ Team network review will be undertaken. Team network quality control is the day-to-day peer review that is undertaken by the Project team. Documents, analyses, letters, etc. are reviewed by a team member other than the individual preparing the documents and analyses. Review of significant analyses and documents are provided by the task manager for each task. The individual doing the checking will sign and date the documents and prepare a record of the findings. The findings will be resolved by the originator of the document and checked again until corrected. Quality control review comments will be maintained in a quality assurance file. This network review will be enhanced by weekly or bimonthly full team meetings

KIMLEY-HORN QUALITY CONTROL IS



Schedule and Budget Control

Kimley-Horn understands the importance of meeting the City's schedule and is committed to completing this project on time. Our confidence in being able to meet the City's timeline is attributed to our stringent approach to schedule control. We understand that schedule control must begin with a clear understanding of the scope of work and budget as well as the subsequent preparation of a detailed schedule that includes milestone completion dates, critical path items, and risks for interim deliverables. We maintain a detailed, integrated Management Information System (MIS), designed primarily to focus on schedule control. MIS tracks both effort and performance by recording time spent and percent of projects completed. Twice monthly, MIS produces a Project Effort Report, which shows the actual effort expended by task. This internal control allows us to make any timely adjustments reasonably necessary to maintain project schedules.

Budget control is achieved through two independent processing systems integrated into the MIS, providing a complete financial and reporting overview of each individual task as well as the entire project. Our project managers receive detailed status reports twice a month but can also access the system and obtain real-time information on an ongoing basis. This level of tracking controls task budgets, allowing us to keep our clients fully informed of all administrative aspects of each task at a moment's notice.



Document Control

Kimley-Horn utilizes a redundant document control system in which both hard and electronic copies of project deliverables and significant project communications are filed and tracked by project number and key words. Our streamlined electronic filing system includes records of meetings and data shared; documentation of design decisions; and data collected and/or provided by others, allowing us to quickly locate project records and respond to your requests in a timely fashion.

4b. Work Plan

Our scope of services includes the following key tasks:

- ▲ Project Management
- ▲ Preliminary Engineering
- ▲ PS&E
- ▲ Bidding and Construction Support
- ▲ Prepare Record Drawings (As-Built)
- ▲ Prepare Traffic Signal Timing Charts

Task 1: Project Management

This task will consist of project coordination with the team, administration, and set up and attendance at project meetings. Kimley-Horn's administration efforts include initial development and maintenance of project schedule, work plan, budget, and filing system and process monthly invoices/progress reports. We will create and maintain a detailed schedule, updating it as needed to manage the project, and as requested by the City.

Kimley-Horn will attend a pre-design (kick-off) meeting with City staff after the award of contract to conduct introduction, discuss scope of work, information needed from various City departments, overall schedule, and the implementation process. After the kick-off meeting, biweekly progress meetings will be scheduled as well as meetings to review the preliminary design, 60%, 90%, and 100% submittals with City staff. Any difficulties that may impede progress will be communicated, resolved, and expedited so that all deadlines are met on time.

Task 1 Deliverables:

- Attendance at project meetings
- Electronic copy of meeting agendas and meeting minutes
- Schedule updates at each submittal milestone (60%, 90%, 100%)

Task 2: Preliminary Engineering

Kimley-Horn will be working with **Avant-Garde** to prepare the Categorical Exemption documents and coordinate with the City to receive approval. As the Project is state-funded as part of HSIP Cycle 11, local HSIPs must meet the requirements of CEQA. Based upon our preparation of environmental documentation for similar projects and a review of the Project as presented in the RFP, Kimley-Horn anticipates that the Project will be categorically exempt under CEQA Guidelines Section 15301 – Existing Facilities. The Notice of Exemption (NOE) will include a brief Project description and analysis/explanation as to why this exemption under CEQA Guidelines Section 15301 is appropriate and confirm that no exceptions or unusual circumstances exist. Kimley-Horn will file the NOE with the County Clerk.

Kimley-Horn understands the project will be completed within the public right-of-way. The project will not require any utility relocation or right-of-way acquisition or easements. Kimley-Horn will perform research and compile all available right-of-way maps, assessor parcel maps, and easement information within the Project limits. The right-of-way information will be shown on the plans. Any Temporary Construction Easements (TCEs) will be obtained by the City from adjacent property owners, and Kimley-Horn will show them on the plans.

There are two intersections in the Project that will require extra coordination. Atlantic Boulevard and Randolph Street is adjacent to a railroad crossing, and Atlantic Boulevard and District Boulevard is a shared jurisdiction with the City of Vernon. Kimley-Horn will coordinate with the jurisdictions involved to fulfill traffic signal modification requirements at these intersections.

Kimley-Horn will review base data documents, including as-built improvement plans, utility information, survey information, and other available record data.

Kimley-Horn will conduct field investigations at each of the intersections to document existing street and traffic signal equipment and assess existing conditions to identify any necessary upgrades.



Kimley-Horn will prepare preliminary engineering plans for each intersection that show tentative traffic signal improvements. Plans will be completed in AutoCAD Version 2022 and will be presented with one intersection per plan sheet at scale 1"=20'.

The following intersections will require major traffic signal improvements:

- | | |
|--|--|
| ▲ Atlantic Boulevard and 52nd Street | ▲ Atlantic Boulevard and Randolph Street |
| ▲ Atlantic Boulevard and 55th Street | ▲ Slauson Avenue and King Avenue |
| ▲ Atlantic Boulevard and 57th Street | ▲ Slauson Avenue and Mayflower Avenue |
| ▲ Atlantic Boulevard and 58th Street | ▲ Slauson Avenue and Heliotrope Avenue |
| ▲ Atlantic Boulevard and E 60th Street | ▲ Slauson Avenue and Woodlawn Avenue |
| ▲ Atlantic Boulevard and E 61st Street | ▲ Slauson Avenue and Alamo Avenue |

The traffic signal improvement plans for the intersections above will include signing and striping and other traffic signal upgrades necessary for the upgraded traffic signal operations, such as new traffic signal cabinets, controllers, battery back-up systems, audible pedestrian push buttons, countdown pedestrian heads, 12" signal heads, retroreflective borders on backplates, continental crosswalks and limit lines, conduits, and pullboxes.

A preliminary engineer's Opinion of Probable Construction Cost (OPCC) will be developed on Microsoft Excel based on the preliminary plans. A project contingency will be included in the engineer's opinion of probable costs to provide for cost increases and unknown issues that may arise but cannot be specifically identified at this stage.

Task 2 Deliverables:

- Preparation of CEQA Categorical Exemption
- Preliminary Engineering Plans (three sheets) in PDF electronic format
- Preliminary OPCC in PDF electronic format

Task 3: Plans, Specifications, and Estimate (PS&E)

Task 3.1: 60% PS&E Package

Based on one set of non-conflicting comments on the Preliminary Plans, Kimley-Horn will advance the construction documents to a 60% level of design. Kimley-Horn will adjust the design plans based on City comments. Kimley-Horn will prepare a comment response matrix to be submitted with the 60% submittal. The comment response matrix will include the original comments, Kimley-Horn's responses to the comments, and final resolution. Additional annotation will be added to the traffic signal plans based on the comments received by the City.

The engineer's OPCC will be updated based on the City's comments.

We anticipate the following plan sheet counts for the Project:

- | | |
|---|---|
| ▲ Cover Sheet: one sheet | ▲ Traffic Signal Improvement Plans: 12 sheets |
| ▲ Notes, Legends, and Construction Details: one sheet | ▲ Estimated Total sheets: 14 sheets |

We do not anticipate the following sheets to be part of the design at any stage of the Project:

- | | |
|------------------------------|-------------------------|
| ▲ Signing and Striping Plans | ▲ Communication Plans |
| ▲ Civil Improvements | ▲ Street Lighting Plans |

Task 3.1 Deliverables:

- One set of 60% plans in PDF electronic format
- 60% OPCC in PDF electronic format



Task 3.2: 90% PS&E Package

Based on one set of non-conflicting comments on the 60% plans, Kimley-Horn will advance the construction documents to a 90% level of design. Kimley-Horn will adjust the design plans based on City comments. Kimley-Horn will prepare a comment response matrix to be submitted with the 90% submittal. The comment response matrix will include the original comments, Kimley-Horn's responses to the comments, and final resolution. Additional annotation will be added to the traffic signal plans based on the comments received by the City.

The engineer's OPCC will be updated based on the City's comments.

Task 3.2 Deliverables:

- One set of 90% plans in PDF electronic format
- Technical specifications in PDF electronic format
- 90% OPCC in PDF electronic format

Task 3.3: 100% PS&E Package

Based on one set of non-conflicting comments from the 90% PS&E comments, Kimley-Horn will advance the PS&E to the 100% level of design. It is expected that the comments will not result in a major change in design. Kimley-Horn will adjust the plans and technical specifications based on the City comments accordingly. Kimley-Horn will prepare a comment response matrix to be submitted with the Final submittal. The comment response matrix will include the original comments, Kimley-Horn responses to the comments, and final resolution. A licensed professional engineer will conduct a peer review and QC/QA of the design plans, OPCC, and technical specifications. A licensed professional engineer will stamp and sign all plan sheets for this submittal.

Task 3.3 Deliverables:

- One set of 24"x36" hardcopy 100% plans with wet signed mylars and in .dwg format
- One set of hardcopy technical specifications, electronic PDF, and electronic MS Word format
- 100% OPCC in electronic PDF and Excel format

Task 3.4: Caltrans LAPM Forms for PSE Certification and E-76 Construction Authorization

As this is a HSIP Cycle 11 project, Caltrans LAPM forms for PSE Certification and E-76 Construction Authorization is not required.

Kimley-Horn will be working with Avant-Garde to prepare and submit right-of-way self-certification forms as well as prepare and submit construction allocation request and other documents for Caltrans.

Avant-Garde understands federal and state requirements, funding administration, and the complex diversity of Southern California. They are uniquely qualified to perform extensive research to identify and secure grants as an on-call consultant, deliver a variety of grants, deliver reports and documents for projects from inception to conclusion, and administer federal, state, and regional required submittals and reporting.

Task 3.4 Deliverables:

- Right-of-Way self-certification package
- Construction allocation package

Task 4: Bidding and Construction Support

This task consists of coordination and support during the bidding phase of the project. Kimley-Horn will attend the pre-bid meeting and assist City staff and/or potential contractors in answering pre-bid questions, and interpretations of the plans and specifications. Kimley-Horn will log those questions and provide responses to requests for information (RFI) during the bidding phase and prepare project addenda.

Kimley-Horn will also assist with coordination and support during the construction stages of the project. Kimley-Horn will attend the preconstruction meeting and address items for the construction management team to be aware of. Kimley-Horn will be involved during construction stages by responding to RFIs, reviewing and responding to all submittals, and reviewing any proposed changes by the contractor during construction. We will attend up to 12 construction progress meetings or field meetings.

**Task 4 Deliverables:**

- Prepare up to two project addenda
- Response to pre-bid questions
- Response to RFI and questions during bidding phase
- Response to RFI's and Submittal Reviews
- Attendance of up to 12 meetings
 - » Pre-construction
 - » Job Walk
 - » Job-Site

Task 5: Prepare Record Drawings (As-Built)

Kimley-Horn will prepare record drawing as-builts within 20 days after construction has been completed. Any comments and changes during construction as red-lined and noted by the contractor will be documented and annotated. Record drawings will be prepared in AutoCAD, and PDF electronic files will be sent to the City.

Task 5 Deliverable:

- Record drawings in PDF electronic format

Task 6: Prepare Traffic Signal Timing Charts

Kimley-Horn will prepare updated traffic signal timing sheets for the following intersections:

- | | |
|--|--|
| ▲ Atlantic Boulevard and 52nd Street | ▲ Atlantic Boulevard and Randolph Street |
| ▲ Atlantic Boulevard and 55th Street | ▲ Slauson Avenue and King Avenue |
| ▲ Atlantic Boulevard and 57th Street | ▲ Slauson Avenue and Mayflower Avenue |
| ▲ Atlantic Boulevard and 58th Street | ▲ Slauson Avenue and Heliotrope Avenue |
| ▲ Atlantic Boulevard and E 60th Street | ▲ Slauson Avenue and Woodlawn Avenue |
| ▲ Atlantic Boulevard and E 61st Street | ▲ Slauson Avenue and Alamo Avenue |

There are two intersections in the Project that will require extra coordination. Atlantic Boulevard and Randolph Street is adjacent to a railroad crossing, and Atlantic Boulevard and District Boulevard is a shared jurisdiction with the City of Vernon. Kimley-Horn will coordinate with the jurisdictions involved to fulfill signal timing requirements at these intersections.

The updated timing sheets will include proposed signal timing parameters such as minimum bicycle greens, all-red times, walk times, flashing don't walk times, and yellow times. For each intersection, recommended phase timing parameters will be calculated by referencing the latest version of the CA MUTCD and recent aerial imagery measurements. For the intersections with new protected left turn phases, the phase diagrams on the updated traffic signal timing sheets will be updated to reflect the new phasing. The updated timing sheets will include Leading Pedestrian Interval (LPI) timing. Kimley-Horn assumes that the signal timing will be treated as independent intersections. Synchronized timing is not included as part of the scope of services. The format of the updated timing sheets will be consistent with the proposed traffic signal controller software type.

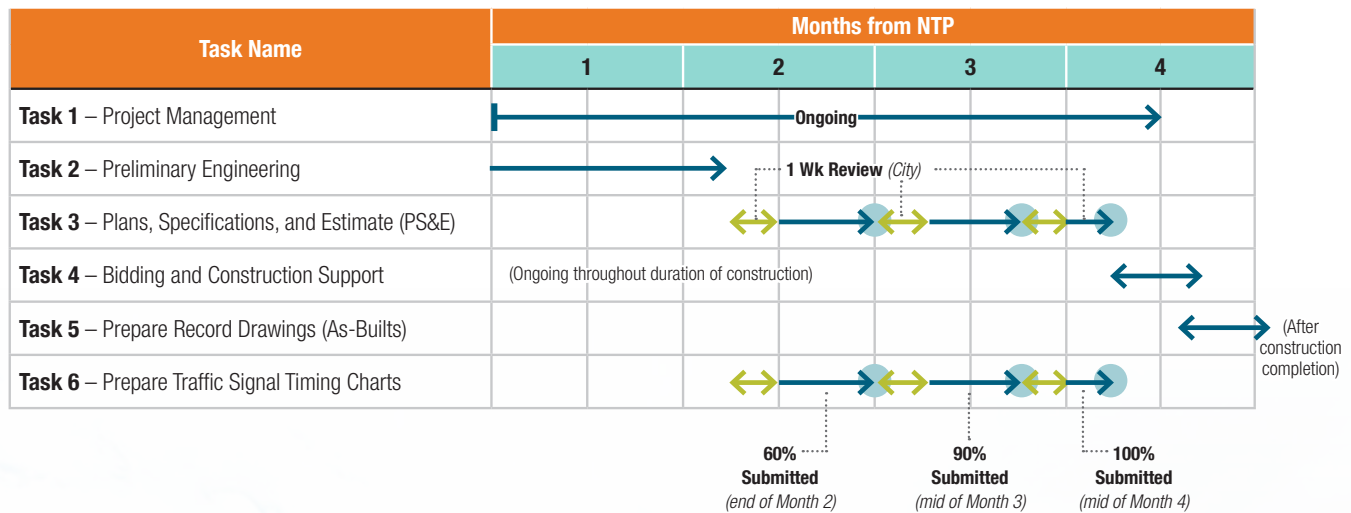
Task 6 Deliverable:

- Updated traffic signal timing sheets in electronic Excel and PDF electronic format



4c. Other Information or Tasks

Kimley-Horn has provided a draft schedule below that highlights Project tasks, durations, start and completion dates, and time allocations for the City and other agency review. This schedule assumes a Notice to Proceed (NTP) of October 2023 and a final PS&E completion date within four months of the City's NTP as requested in the RFP. It is our intent to review this schedule with the City at the start of the Project, make any desired adjustments, and track the Project work as a progress schedule by providing regular updates.





CONTACT

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-  213.354.9402
-  660 South Figueroa Street
Suite 2050
Los Angeles, CA 90017

www.kimley-horn.com

Kimley»Horn
Expect More. Experience Better.

EXHIBIT B

COMPENSATION

CITY OF MAYWOOD

Preparation of PS&E (Plan, Specifications and Estimates) for
HSIP Cycle 11 Traffic Signal Improvements at Various Locations, HSIPSL-5265(018)

191.24% Overhead% 190.79% Overhead% w/o FCCM 10% Fee%		Name	Kimley-Horn and Associates, Inc.									Avant-Garde						
			Jean Fares	Kevin Aguigui	Sr. Professional III	Sr. Professional I	Professional II	Professional I	Analyst			Project Support	Lisette Montoya				Keith LeNoue	
			Project Manager/ QC/QA	QC/QA									Program Director				Sr. Program Coordinator	AVANT GARDE TOTAL HOURS
Category/Title																		
Direct Rate			\$119.90	\$129.90	\$105.89	\$71.25	\$62.54	\$51.34	\$43.73	\$39.86	KIMLEY HORN TOTAL HOURS	KIMELY HORN TOTAL COST	\$128.65	\$35.00	AVANT GARDE TOTAL HOURS	AVANTE GARDE TOTAL COST ICR 120% Fee 10%	TOTAL PROJECT COSTS	
Billing Rate			\$384.06	\$416.09	\$339.19	\$228.23	\$200.33	\$164.45	\$140.08	\$127.68			\$311.33	\$84.70				
Task 1	Project Management		10				4	26		4	44	\$ 9,428.40					\$ 9,428.40	
Task 2	Preliminary Engineering		2		5			30	30		67	\$ 11,599.87					\$ 11,599.87	
Task 3	Plans, Specifications, and Estimate (PS&E)		6	6	6		60	35	35		148	\$ 29,514.16	10	55	65	\$ 7,771.83	\$ 37,285.99	
3.1	60% PS&E		2	2	2		20	20	20		66	\$ 12,375.78					\$ 12,375.78	
3.2	90% PS&E		2	2	2		20	10	10		46	\$ 9,330.51					\$ 9,330.51	
3.3	100% PS&E		2	2	2		20	5	5		36	\$ 7,807.87					\$ 7,807.87	
3.4	Caltrans Forms - AVANT GARDE												10	55	65	\$ 7,771.83	\$ 7,771.83	
Task 4	Bidding and Construction Support		4		13			22		4	43	\$ 10,074.32					\$ 10,074.32	
Task 5	Prepare Record Drawings (As-Builts)				2			10			12	\$ 2,322.89					\$ 2,322.89	
Task 6	Prepare Traffic Signal Timing Charts		2	2	2	3	8	12	36	2	67	\$ 11,837.48					\$ 11,837.48	
	TOTAL HOURS		24	8	28	3	72	135	101	10	381		10	55	65			
	Subtotal Labor:		\$9,217.50	\$3,328.76	\$9,497.20	\$684.68	\$14,423.58	\$22,200.99	\$14,147.63	\$1,276.79		\$ 74,777.13	\$3,113.33	\$4,658.50		\$ 7,771.83	\$ 82,548.96	
	Other Direct Costs											\$ 573.89						\$ 573.89
	Escalation											\$ 373.89						
	Travel/Mileage											\$ 200.00						
	TOTAL COST:										\$ 75,351.01	\$3,113.33	\$4,658.50		\$ 7,771.83	\$ 83,122.84		

EXHIBIT C

LABOR CODE REQUIREMENTS

EXHIBIT C

TERMS FOR COMPLIANCE WITH CALIFORNIA LABOR LAW REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Certificate Of Completion

Envelope Id: 952C5A46F970416EAA32B1A2D870A297

Status: Completed

Subject: Complete with DocuSign: Standard Agreement - HSIP Kimley Horn_Stamped.pdf

Source Envelope:

Document Pages: 63

Signatures: 1

Envelope Originator:

Certificate Pages: 1

Initials: 0

Wendy Fraticelli

AutoNav: Enabled

401 Fayetteville St.

Enveloped Stamping: Enabled

Suite 600

Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Raleigh, NC 27601

Wendy.Fraticelli@kimley-horn.com

IP Address: 134.238.199.93

Record Tracking

Status: Original

Holder: Wendy Fraticelli

Location: DocuSign

11/3/2023 10:56:43 AM

Wendy.Fraticelli@kimley-horn.com

Signer Events

Jean Fares

jean.fares@kimley-horn.com

Sr. Vice President PE TR 2097

Security Level: Email, Account Authentication
(None)**Signature**

DocuSigned by:



49B0D5F6CBFE49F...

Signature Adoption: Drawn on Device

Using IP Address: 172.56.120.112

Signed using mobile

Timestamp

Sent: 11/3/2023 10:57:58 AM

Viewed: 11/3/2023 2:23:06 PM

Signed: 11/3/2023 2:23:19 PM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp****Witness Events****Signature****Timestamp****Notary Events****Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

Envelope Sent

Hashed/Encrypted

11/3/2023 10:57:58 AM

Certified Delivered

Security Checked

11/3/2023 2:23:06 PM

Signing Complete

Security Checked

11/3/2023 2:23:19 PM

Completed

Security Checked

11/3/2023 2:23:19 PM

Payment Events**Status****Timestamps**

AGENDA REPORT

CITY OF MAYWOOD



AGENDA ITEM NO. 6.

DATE: November 15, 2023

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: JENNIFER VASQUEZ, CITY MANAGER

BY: CALVIN KO, ASSISTANT PLANNER

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

RECOMMENDATION:

Staff recommends that the City Council approve the application for a commercial cannabis microbusiness license renewal for Chron Maywood (Chron), LLC, located at 5415 Maywood Avenue, for a one-year term expiring on December 8, 2024, and authorize the Director of Building and Planning to notify the applicant in writing of the City Council's decision.

BACKGROUND:

On August 28, 2019, the Maywood City Council adopted ordinance 19-03 that changed the status of commercial cannabis uses and businesses in the City. Most significantly, the ordinance banned the issuance of any new commercial cannabis licenses. Applications that were in the process had to have received their license and conditional use permit prior to the effective date of the Ordinance. The adoption of this ordinance also made any existing commercial cannabis business a non-conforming use subject to the provisions of section 16.2 of Appendix C of the Zoning Code.

Ordinance 19-03 ("Ordinance") created a process for the renewal of existing licenses. The ordinance details the application renewal process by establishing requirements to determine if an application can be renewed or denied. These requirements must be met to allow the City Council to determine whether a license should be renewed, or if there are grounds for denial.

This process requires that the City Council determines if the cannabis entries operate lawfully. The information necessary to make this determination is provided by Hinderliter, de Llamas & Associates ("HdL"). Every year, the business is inspected quarterly to determine if the business is operating in compliance with State law and the City's Ordinance. The inspection also ensures the business operates in a safe manner to protect both employees and customers at each business. Staff accompanies HdL on these inspections to verify compliance with the approved Conditions of Approval for the Conditional Use Permit. These inspections with their suggested remedial actions help to ensure proper operation prior to license renewal.

As part of this renewal process, HdL conducts criminal background checks on all owners, managers, employees, contractors and volunteers employed in Maywood's commercial cannabis industry. All who are found to have disqualifying factors will not be permitted to work, own, manage or volunteer for a cannabis business in Maywood. HdL will also conduct a financial audit annually, which includes the verification of the tracking and tracing of the product and matching the product with its respective transaction. This measure will detect illegal diversion or the sale of an unlicensed (illegal) product, which is central to the verification of lawful

and complete remittance of the local cannabis tax.

DISCUSSION:

Chron's Conditional Use Permit was approved on June 19, 2018. Chron is a cannabis manufacturer, distributor, cultivator, and vehicle delivery operator that is currently operating as a cannabis microbusiness. A microbusiness is a cannabis business that holds at least 4 cannabis related licenses-such as Chron holds. Their first inspection was conducted on December 7, 2022.

Chron currently has a microbusiness license with four components: (1) vehicle delivery retail CC-32, (2) cultivation CC-34, (3) manufacturing CC-31 and (4) distribution CC-33. They are licensed by the State of California Bureau of Cannabis Control (license #C12-0000187-LIC) as a microbusiness, and their license is valid through July 15, 2024.

Renewals per the Ordinance are to be renewed annually. The renewal process began last year and is continued throughout the year with quarterly inspections and an annual audit. All licenses are now being fully utilized within the approved areas of the building. During the third quarter inspection, a noncompliance item was observed with the required access log. The facility did not properly track the visitors' affiliated company or the exit time. Chron Maywood has addressed the noncompliance item by implementing an electronic check-in system. The system now records all the required information for visitors and they have provided documentation that indicates this is in compliance. Staff will inspect the system again during the fourth quarter inspection. There was also a non cannabis related building compliance issue. A storage racking system was installed without a valid building permit. Chron Maywood is currently in the plan review process to have this item approved. The issue will be monitored during their quarterly inspections. The next inspection will be in December of this year and we will continue to address this issue until it is brought into compliance. Also, Chron has not had an audit as HdL typically waits for the business to be in operation for a year. Chron started operations in October of last year, so they will be starting an audit in the near future. They have been paying and are up to date with their tax payments. As a result of the adherence to the state and city regulations, the evaluation of Chron's commercial cannabis license renewal application was completed.

In conclusion, based on the inspections, investigations and audits described in this report, Staff has determined that the business is in compliance and that none of the conditions in Section 5-45-05(b) exist and therefore, staff recommends that the City Council approve the renewal of the license.

LEGAL REVIEW:

City Attorney has reviewed this report.

FISCAL IMPACT:

Chron is taxed as a microbusiness for purposes of Cannabis Tax. As such, they will be taxed at a 10% Cannabis Sales Tax. Tax payments will be made directly to the City on a quarterly basis. Taxes collected help support the City and the services provided for the residents. Chron is current in their tax payment liabilities to the City.

ATTACHMENT(S)

1. Chron Maywood_Maywood_Compliance Inspection Report 09-19-2023 v1

REGULATORY COMPLIANCE

Inspection Report



Inspection Date: 09/19/2023	Inspected By: Michelle Shaw	Client: Maywood	Staff Present: YES
Inspection Type: Compliance	Business Type: Microbusiness - Type 12	Staff Name: Calvin Ko	Phone #: (323) 562-5723
Legal Business Name / DBA: Chron Maywood, LLC		State License #: C12-0000187-LIC (Dist/Ret.Non-Storefront/LV1 Manu/Cult.)	
Business Address: 5415 Maywood Ave., CA 90270		License Expiration Date: 07/15/2024	Status: Active
Contact Name:		Local License #:	
Phone #:	Email:	License Expiration Date: 12/31/2023	Status: Active
Inspection Frequency: Quarterly Supplemental Attachments: N/A ☐ Addendum ☐ Cultivation/Retail Questionnaire ☐ Exhibits ☒ Vehicle Inspection ☐			

This document has been prepared to inform City management of the inspector's findings. The inspection was designed to measure compliance related to site security, inventory control, access control, record keeping procedures in addition to other state and local public health and safety requirements. Findings do not represent a final determination of compliance. Please note that all Department of Cannabis Control (DCC) definitions listed below have been summarized. State regulations in their entirety may be found at:

<https://cannabis.ca.gov/cannabis-laws/dcc-regulations>

SUMMARY OF REQUIREMENTS

DCC CITATIONS	DEFINITIONS	COMPLIANT	COMMENTS / NOTES
§15000.1(c)(e)(f) General Requirements	Activities authorized by the license are conducted on the licensed premises. Licensee is the only owner of the license and uses the legal business name on all documents related to commercial cannabis activity.	YES	
§15000.7(b)(c)(d) Storage of Inventory	Cannabis goods are only stored within the licensed premises, the bathrooms/changing facilities are separated from all storage areas by solid walls (floor to ceiling), and employee break areas are separate and distinct where cannabis is stored. Shipping containers are available as temporary storage space.	YES	
§15006(a)(b)(c)(d) Premises Diagram	The premises diagram includes a brief statement or description of the principal activity in each space, identify limited-access areas, and shows where all cameras are located and assigned a number.	YES	
§15025(a)(c) Additional Premises Requirements	Customers are served within the licensed premises, or at a delivery address. The retailer or microbusiness is separated by solid walls that extend from floor to ceiling, and any doors remain closed when adjacent to another premises engaging in manufacturing, cultivation, or distribution.	YES	
§15027(a)(f) Modification of Premises or Operations	A License Notification and Request Form (DCC-LIC-027) is submitted to the DCC requesting for approval before any/all material or substantial changes, modifications, or alterations are made on the licensed premises.	N/A	No modifications, alterations, or substantial changes have been made since the last inspection of the business.
§15036(a)(b) Notification of Theft, Loss, and Criminal Activity	A Licensee Notification and Request Form (DCC-LIC-028) is submitted to the DCC within 24 hours of discovery of theft, loss, or criminal activity on the licensed premises.	N/A	No theft, loss, or criminal activity has been reported since the last inspection of the business.
§15037(a)(c)(d) General Record Retention	All records are retained for at least 7 years from date of creation, records are legible and accurate, and stored in a secured area protected from debris, moisture, contamination, and theft.	YES	
§15039(a)(b)(c)(d)(3) License Posting Requirement	The state license is prominently displayed and viewable by the public; the QR Code can be viewed and scanned from the outside; the QR Code is posted within 3 ft. of any public entrance; and the QR Code can be read by a smartphone from a distance of at least 3 ft.	YES	
§15042(a)(d)(e) Premises Access Requirements	A sign-in/sign-out procedure to establish identification of visitors is implemented. An individual not employed by the licensee is escorted at all times. A record of who entered the limited-access areas is accurately maintained and available upon request.	NO	The sign-in/sign-out sheet used by the Licensee was incomplete. See narrative (1) in the observations/corrective actions section.
§15043 Licensee Employee Badge	Identification badges meeting the requirements of this section are worn by employees on the licensed premises at all times.	YES	
§15044(c)(d)(g)(f)(h) Video Surveillance System	Cameras are permanently mounted in a fixed location; limited-access areas, security rooms, DVR room, exits/entrances are recorded; and recordings are kept a minimum of 90-days.	YES	
§15045 Security Personnel	All security personnel hired or contracted are licensed by the Bureau of Security and Investigative Services, and are at least 21 years of age.	YES	
§15046 Locks	All limited-access areas and all points of entry/exit to the licensed premises can be securely locked using commercial-grade, nonresidential door locks.	YES	
§15047 Alarm System	A licensed alarm company operator or one or more of its registered alarm agents installs, maintains, monitors, and responds to the alarm system.	YES	
§15047.2(a) General Requirements	An account within the track and trace system is created and maintained prior to the licensee engaging in any commercial cannabis activity.	YES	
§15049(a)(b) Track and Trace Reporting	All cannabis and cannabis products on the licensed premises are assigned a plant or package tag, except for harvested plants that are being dried, cured, graded, or trimmed, and recorded in the track and trace system. Activities are recorded in the track and trace system within 24 hours of occurrence.	YES	

REGULATIONS BY BUSINESS TYPE

DCC CITATIONS	DEFINITIONS	COMPLIANT	COMMENTS / NOTES
Chapter 2. DISTRIBUTORS			
\$15300 Distribution Activities	Only cannabis and cannabis products, cannabis accessories, and licensees' branded merchandise or promotional materials are distributed by the licensee.	YES	
\$15302(a) Storage of Batches for Testing	All batches of cannabis or cannabis products are stored separately and distinctly from other batches of cannabis or cannabis products on the licensed premises.	YES	
\$15303(a) Packaging, Labeling, and Rolling	All packages of cannabis in the form of dried flower, including pre-rolls is compliant with the requirements of Chapter 11 (Labeling and Packaging).	YES	
\$15305(c) Testing Sample	The sampling are video-recorded and the recordings are maintained for 90 calendar days.	YES	
\$15306(c) Regulatory Compliance Testing Results	Copies of the required Certificate of Analysis (COA) are available electronically.	YES	
\$15308(a) Insurance Requirement	Commercial general liability insurance is in the aggregate amount of \$2M (no less) and \$1M (no less) for each loss.	YES	
\$15309(a) Inventory Accounting	All inventory is accounted for and information is provided upon request.	YES	
\$15311(f)(g) Required for the Transportation of Cannabis	Cannabis and cannabis products are transported inside of a vehicle/trailer and not be visible from the outside; and products are in a fully enclosed, windowless, locked trailer or trunk that cannot be accessed from inside the vehicle.	YES	
\$15312(a) Required Transport Vehicle Information	Copies of the certificate of ownership or registration card issued by the CA DMV, the year, make, model, license plate number, and Vehicle Identification Number in writing, and proof of insurance is provided upon request.	YES	
\$15314(a) Shipping Manifest	A shipping manifest is generated through the track and trace system prior to transporting cannabis or cannabis products.	YES	
Chapter 3. RETAILERS			
\$15402(a)(b)(c) Customer Access to Retail Area	The age of an individual is confirmed prior to granting him/her access to the licensed premises; one (1) employee is physically present in the retail area at all times; and all sales are done within the retail area of the licensed premises.	N/A	
\$15405(a)(b) Cannabis Goods Display	Cannabis goods are only displayed in the retail area. Display containers are accessible to customers with assistance from an employee of the licensee. Employees remain with the customer at all times.	N/A	
\$15406(a)(b) Cannabis Goods for Sale	Cannabis goods are received from a licensed retailer or licensed microbusiness authorized to engage in distribution. The cannabis goods have not exceeded their best-by, sell-by, or expiration date.	YES	
\$15408(a)(1)(2) Sale of Live Plants and Seeds	Plants are not flowering, is shorter and narrower than 18 inches; and plants or seeds originated from a licensed nursery or a licensed microbusiness.	N/A	
\$15412(a) Prohibition on Packaging and Labeling	Retailers are to only accept, possess, or sell cannabis goods that are packaged as they will be sold at final sale.	YES	
\$15413(b)(c) Packaging/Exit Packaging	Packages/exit packages are tamper-evident, child resistant, and resealable. Immature plants are not placed in tamper-evident, child resistant, and resealable packaging.	YES	
\$15417(a)(b)(d) Delivery Vehicle Requirements	Vehicles are enclosed and unmarked; cannabis goods are not visible to the public and in a "secured area within the vehicle"; vehicle is outfitted with a GPS device owned by the Licensee, capable of 90-days recording retention.	YES	
\$15424(a)(b)(c) Inventory Reconciliation	The physical inventory is all accounted for, is consistent with the licensee's inventory records, and made available upon request.	YES	
Chapter 4. MICROBUSINESS			
\$15500(c) Microbusiness	Three (3) of the following commercial cannabis activities are performed on the licensed premises: cultivation, manufacturing, distribution, and retail.	YES	
Chapter 7. CULTIVATORS			
\$16300(b) Cultivation Requirements	All plants or portions of a plant are tagged with a plant tag (UID).	YES	
\$16304(a) General Environmental Protection Measures	All environmental protection measures are compliant with regulations.	YES	
\$16306(d) Generator Requirements	All generators on the licensed premises are equipped with non-resettable hour-meters.	N/A	Generators are not required by the City.
\$16307(b)(2) Pesticide Use	All applicable pesticide application and storage protocols are compliant with regulations. Chemicals are stored in a secured building or shed to prevent access by wildlife.	YES	
\$16308(a)(1)(2) Canopy Requirement	Each canopy is marked with clearly identifiable physical boundaries and of sufficient size to contain plants in their entirety at any point in time.	YES	
\$16309(a) Cultivation Plan Requirements	The Cultivation Plan includes a Premises Diagram, a Cannabis Waste Management Plan, and a Pest Management Plan.	YES	
\$16310(a)(2) Pest Management Plan	Pest Management protocols include chemical, biological, and cultural methods, used to prevent and control pests on the cultivation site.	YES	

REGULATIONS BY BUSINESS TYPE			
DCC CITATIONS	DEFINITIONS	COMPLIANT	COMMENTS / NOTES
Chapter 6. TESTING LABORATORIES			
§15701(a)(d) General Laboratory License Requirements	ISO/IEC 17025 certificate of accreditation is available upon request. A separate and distinct separation of laboratory testing activities (and records) regulated by this division is maintained.	N/A	
§15704(b) Sampling Standard Operating Procedures ("SOP")	A copy of the Sampling SOP is accessible to the sampler during sampling, and is available upon request.	N/A	
§15705(e) General Sampling Requirements	A Chain of Custody (COC) form is completed for each sample that the laboratory collects and analyzes.	N/A	
§15706(c)(d) Chain of Custody (COC)	The date, time, and the names and signatures of persons involved are recorded on the COC form. The COC form for a change of custody may not be altered.	N/A	
§15709(a)(1)(4)(c)(1)(3) Laboratory Transportation of Cannabis Product Samples	Products are stored in a secure, fully enclosed trunk, or compartment within the interior of the vehicle. The vehicle/trailer has an alarm system and owned or leased by the licensee. Proof of valid vehicle registration and current insurance is available upon request.	N/A	
§15710(b) Laboratory Receipt of Samples Obtained from a Distributor or Microbusiness	The employee who receives the sample records the date, prints and signs their name on the accompanying sample Chain of Custody (COC).	N/A	
§15711(b) Laboratory Analyses Standard Operating Procedures ("SOP")	All Standard Operation Procedures (SOPs) are kept at the licensed premises, each SOP is accessible to laboratory employees during operating hours, and made available upon request.	N/A	
§15726(a)(c) Certificate of Analysis (COA)	A Certificate of Analysis (COA) is generated for each sample analyzed. A copy of the COA is recorded into the track and trace system and simultaneously uploaded to the DCC via email.	N/A	
§15728(a)(b)(c) Post Testing Sample Retention	The reserve sample is kept a minimum of 45 days after analyses, securely stored in a manner to prohibit degradation, contamination, and tampering, and provided upon request.	N/A	
§15735(a) Laboratory Audits	An internal audit is conducted at least once per year or in accordance with the ISO/IEC 17025 accrediting body's requirement.	N/A	
§15736(b) Employee Qualifications	An employee training program is developed and implemented to ensure competency of laboratory employees for their assigned functions.	N/A	
Chapter 8. MANUFACTURER			
§17117(c) License Constraints	Cannabinoid concentrates and extracts used are manufactured or processed from cannabis obtained from a licensed cannabis cultivator.	YES	
§17206(d)(g) Closed-Loop System Requirements	Personnel using solvents or gases have direct access to applicable safety data sheets. All procedures and logs described in this section are in writing and made available upon request.	N/A	
§17206.1(a) Certification of Closed-Loop Systems	The closed-loop system is commercially manufactured and bear a permanently affixed and visible serial number.	N/A	
§17208(a) Quality Control (QC) Program	The Quality Control (QC) program implemented ensures that cannabis and cannabis products are not adulterated or misbranded.	YES	
§17209(b)(1) Grounds, Building, and Manufacturing Premises	Walls, ceilings, and floors are constructed of material that is smooth, nonporous, easily cleanable, corrosion-resistant, and suitable to the activity that will be conducted.	YES	
§17210(c)(2)(3)(4) Equipment and Utensils	Equipment and utensils are maintained in a clean and sanitary condition. The QC program includes written procedure, a schedule for cleaning and maintenance, a log for the date and time of maintenance, and procedure for storing equipment and utensils in a manner to protect it all from contamination.	YES	
§17213(a)(1)(2)(3)(b) Manufacturing Procedures	The following procedures are established and implemented: a Product Quality Plan, Master Manufacturing Protocols, and Batch Production Records. All manufacturing records and procedures are in writing.	YES	
§17216(b)(11) Batch Production Record	The batch production records documents the UID and the batch or lot number of the finished batch of cannabis product and the UIDs of all cannabis or cannabis products used in the batch.	YES	
§17217(a) Standard Operating Procedures (SOP)	All written SOPs are easily accessible to onsite personnel.	YES	
§17218(b) Inventory Control	On-hand inventory of cannabis and cannabis products at the licensed premises are reconciled with the records in the track and trace system at least once every thirty (30) calendar days.	YES	
§17221(a)(c) Weighing Devices and Weighmasters	Weighing devices approved, tested, and sealed in accordance with the requirements in Business and Professions Code are in use on the licensed premises. Proof of a current weighmaster certificate is posted onsite.	YES	
§17223(b) Waste Management	A written Cannabis Waste Management Plan describing methods by which cannabis waste will be disposed of, as applicable to the licensee's activities, is implemented.	YES	
§17223(c) Waste Management	All/any cannabis waste is stored in a secured waste receptacle or secured area on the licensed premises until the time of disposal.	YES	

LOCAL ORDINANCE AND OTHER REGULATIONS

CITATIONS	DEFINITIONS	COMPLIANT	COMMENTS / NOTES
OSHA 1910.36 Design and Construction Requirements for Exit Routes	Egress and Evacuation: Exit routes are permanent. A minimum of two (2) exit routes in the workplace are in place and leads directly outside, to a street, or open space. The doors swing out in the direction of exit travel. Exit doors are unlocked. Employees are able to open the door from the inside at all times without keys, tools, or special knowledge.	YES	
5-45.02(a) License Required	A valid City license and "CUP" (Conditional Use Permit) are issued under this chapter.	YES	
5-46.07 (a)(1-6) Operation and Notification Requirements	Licensee is compliant with state and local laws, maintains a record system; equipped with commercial grade locks, security alarms, and a camera system; sufficient odor absorbing ventilation and exhaust system are installed.	YES	
5-46.07 (e)(1)(2) Operation and Notification Requirements	Licensee is aware to notify the City Manager and the Chief of Police within 24 hours of discovery any of the following: significant discrepancy in inventory, diversion, theft, loss, or criminal activity.	YES	
5-46.08 Inspections	The commercial cannabis business is being operated or maintained in compliance with this Code, State law, and other applicable regulations.	YES	
5-46.14 Maintenance of Records	Records are produced at the premises in either hard copy or electronic form.	YES	
5-46.15 Site Management	Maintenance of the exterior of the premises meets the requirements of this section.	YES	
5-46.178 Promulgation of Procedures/Regulations	Additional procedures and regulations governing the issuance, denial or renewal of licenses and ongoing operations are not necessary at this time.	YES	

OBSERVATIONS / CORRECTIVE ACTIONS

COMPLIANCE NARRATIVE:

Since the last inspection of the business, the Licensee to date has not provided proof to the City that local approval has been requested and obtained related to the alterations, modifications, or physical changes made on the licensed premises.

The following observations and corrective actions were discussed with the Licensee:

1) §15042 PREMISES ACCESS REQUIREMENTS: The Licensee failed to record on the sign-in/sign-out sheet the name of the company the individual works for, and when the individual exited the limited-access areas of the licensed premises. (Exhibit 1)

CORRECTIVE ACTION: Pursuant to subsection (e), the Licensee should maintain a complete sign-in/sign-out sheet.

At the conclusion of the compliance inspection, the Licensee was found to be NON COMPLIANT with all the requirements and regulations observed.

It is the responsibility of the licensee to assure their facility is compliant with all state and local regulations. In the event, non-compliant activity is observed, recommendations for corrective action will be made to assist the licensee with making the appropriate changes. Recommendations will be communicated to the licensee subsequent to this report. For questions or concerns, HdL Compliance Services can be reached at 714-879-5000.

AGENDA REPORT

CITY OF MAYWOOD



AGENDA ITEM NO. 7.

DATE: November 15, 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.

At the September 27, 2023, City Council Meeting, staff brought this item before the City Council for discussion and staff was directed to determine if the official name should include "Speaker." Following the meeting, City staff confirmed with the Office of Speaker Emeritus Anthony Rendon that the official name of the park should include "Speaker" and posted the revised public notice required by the Policy.

DISCUSSION:

At the September 27, 2023, City Council Meeting, 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 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 (Speaker Anthony Rendon Riverfront Park) in front of City Hall, within the publicly accessible notice boards used to also post meeting agendas, on October 12, 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 November 15, 2023. Following the November 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 minimal fiscal impact related to this action.

ATTACHMENT(S)

1. Park and Recreation Facility Naming Policy
2. Public Notice - Proposal to Rename Riverfront Park to Speaker Anthony Rendon 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
SPEAKER 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 Speaker Anthony Rendon Riverfront Park.

As such, the date for name change consideration by the City Council will be November 15, 2023. Following the November 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: October 12, 2023
Published: October 12, 2023

By: 
Daisy Guerrero
Deputy City Clerk / Assistant to the City Manager

AGENDA REPORT

CITY OF MAYWOOD



AGENDA ITEM NO. 8.

DATE: November 15, 2023

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: JENNIFER VASQUEZ, CITY MANAGER

BY: NANCY RODRIGUEZ, HUMAN RESOURCE MANAGER

SUBJECT: DISCUSSION AND DIRECTION OF AN INFORMATIONAL REPORT ON SENATE BILL 329 RELATED TO CITY COUNCIL MEMBER COMPENSATION

RECOMMENDATION:

The City Council is requested to receive and discuss the information report on city council compensation in light of Senate Bill 329 and provide the City Attorney and City Manager direction regarding an updated ordinance to align with Senate Bill 329.

BACKGROUND:

Government Code Section 36516 authorizes a city council in general law cities to adopt an ordinance providing each member of a city council with a salary up to a certain maximum amount, as determined by the population of the city. This "maximum amount" is referred to as the "salary cap." The salary cap has stayed the same since 1984 and has not kept pace with inflation. Once the base salary is established in accordance with the salary cap schedule, current law allows cities to adjust the base salary by an amount that is not more than five percent (5%) for each calendar year from the operative date of the last salary adjustment. The current City Council salary is \$556.45 per month, which was last adopted by Ordinance on August 24, 1993.

Senate Bill 329 ("SB 329") was approved by the Governor and amends Government Code Section 36516 and will now allow for the first city council salary cap increase in nearly four decades. Per the League of California Cities, California has seen an approximate 300% increase in the cost of living since 1984. The Legislature in adopting SB 329 declared that allowing cities to adjust their compensation for inflation "may help city councils become more diverse because increased compensation can help individuals from across different income levels receive sufficient income from their service to help ensure that they can continue to serve the public and support their families." The League of California Cities in supporting the legislation said that lengthy time commitments and limited pay may discourage many individuals from running for council.

Furthermore, State Senator Dodd (who is the author of SB 329) wrote in introducing the bill (See, Attachment "B") as follows:

"City Councilmembers have one of the hardest jobs in California government. They deal with a wide range of issues, from street maintenance to emergency response duties. And all too often, they do this job with very little financial compensation. No one runs for City Council in order to make money. But the low levels of pay make it much harder for them to balance their careers and personal obligations with the calling to serve their community. The Legislature has not raised the base pay amounts for City Councilmembers since 1984. It's time those amounts caught up to the present economic reality, especially with the rapid increase in inflation we've seen recently. Raising the pay will also make it easier for members of marginalized communities to

serve. City Councils should be reflective of the communities they represent and I believe raising their compensation is an important step to achieving that equitable outcome."

In addition to raising the salary cap, SB 329 also permits cities to thereafter approve salary adjustments once each calendar year pursuant to a specific formula set forth in the statute.

DISCUSSION:

As stated above, Government Code Section 36516 authorizes a city council to adopt an ordinance providing each member of the city council with a salary up to the salary cap. Until now, these maximum amounts have remained unchanged since 1984. SB 329 increases the salary caps for all population brackets and the chart below illustrates the current salary caps and the new maximum salary caps effective January 1, 2024.

City Population	Current Salary Cap	New Salary Cap (eff. 1/1/2024)
0 - 35,000	\$300/month	\$950/month
35,001 - 50,000	\$400/month	\$1,275/month
50,001 - 75,000	\$500/month	\$1,600/month
75,001 - 150,000	\$600/month	\$1,900/month
150,001 - 250,000	\$800/month	\$2,550/month
over 250,000	\$1,000/month	\$3,200/month

The current salary caps above does not reflect the adjustment that can be made on the base amount, so every city may have a different "base salary" under current law. In reviewing the chart, this means that under SB 329 cities are provided the ability to "reset" city council salaries to take into account inflation, the work done by local government officials and the need to ensure that people are not discouraged from seeking office due to the low pay and high demands of that office.

Accordingly, the City Council may adjust the "base salary" to an amount that does not exceed the new salary cap, which in the case of the City of Maywood is \$950 per month. Once the base salary amount is established (in accordance with the salary cap schedule above), SB 329 permits cities to approve salary adjustments once each calendar year by the greater of: (i) up to five percent (5%); or (ii) an amount equal to inflation since January 1, 2024, based on the California Consumer Price Index, but not to exceed ten percent (10%).

Any increases to council member compensation, including inflation adjustments and raising overall salaries in accordance with the new maximum salary caps, must be enacted by ordinance. The ordinance must be considered during the open session of at least two regular city council meetings. In addition, the ordinance must include findings demonstrating the need for the increased compensation and may not provide for automatic future salary increases.

SB 329 does not change existing law governing when compensation changes may take effect. Changes to councilmember salaries do not take effect until a new city council term begins. In the case of councilmembers serving staggered terms, all councilmembers may receive a salary increase once one or more councilmembers begin a new term in office. Therefore, the earliest that Council member salary increases can take effect is after the city's next municipal election.

In light of changes in State law (i.e., SB 329), this matter is being brought to the City Council for discussion and direction.

LEGAL REVIEW:

The City Attorney has reviewed this report.

FISCAL IMPACT:

There is no fiscal impact at this time.

ATTACHMENT(S)

1. A. Attachment A - Senate Bill 329 Text
2. B. Attachment B - Senate Bill Floor Analysis SB 329

CHAPTER 27

An act to amend Section 36516 of the Government Code, relating to local government.

[Approved by Governor June 29, 2023. Filed with Secretary of State June 29, 2023.]

LEGISLATIVE COUNSEL'S DIGEST

SB 329, Dodd. Cities: city council members: compensation.

Existing law authorizes a city council to enact an ordinance to provide each member of the city council a salary based upon the population of the city, as specified. Existing law authorizes that amount to be increased by the city council by an amount that does not exceed 5% for each calendar year from the operative date of the last adjustment of the salary that is in effect when the increase is enacted. Existing law provides for the procedures by which a city may enact ordinances.

This bill would increase the maximum amount of salary, based upon the population of the city, that may be approved by an ordinance passed by the city council, as specified. The bill would authorize the salary of council members to be increased beyond the specified maximums to an amount not exceeding the greater of either 5% for each calendar year from the operative date of the last adjustment of the salary in effect when the ordinance or amendment is enacted, or an amount equal to inflation since January 1, 2024, based upon the California Consumer Price Index, which shall not exceed 10% for each calendar year. The bill would require the city council to consider the adoption of an ordinance to increase council member compensation in open session during at least 2 regular meetings of the city council.

Digest Key

Vote: majority Appropriation: no Fiscal Committee: no Local Program: no

Bill Text

THE PEOPLE OF THE STATE OF CALIFORNIA DO ENACT AS FOLLOWS:

SECTION 1. The Legislature finds and declares all of the following:

(a) The compensation schedule for general law cities has not been adjusted since 1984, meaning that city council compensation has not kept pace with inflation.

(b) Allowing cities to adjust their compensation for inflation since 1984 may help city councils become more diverse because increased compensation can help individuals from across different income levels receive sufficient income from their service to help ensure that they can continue to serve the public and support their families.

SEC. 2. Section 36516 of the Government Code is amended to read:

36516. (a) (1) A city council may enact an ordinance providing that each member of the city council shall receive a salary based on the population of the city as set forth in paragraph (2).

(2) The salaries approved by ordinance under paragraph (1) shall be as follows:

(A) In cities up to and including 35,000 in population, up to and including nine hundred fifty dollars (\$950) per month.

(B) In cities over 35,000 up to and including 50,000 in population, up to and including one thousand two hundred seventy-five dollars (\$1,275) per month.

(C) In cities over 50,000 up to and including 75,000 in population, up to and including one thousand six hundred dollars (\$1,600) per month.

(D) In cities over 75,000 up to and including 150,000 in population, up to and including one thousand nine hundred dollars (\$1,900) per month.

(E) In cities over 150,000 up to and including 250,000 in population, up to and including two thousand five hundred fifty dollars (\$2,550) per month.

(F) In cities over 250,000 population, up to and including three thousand two hundred dollars (\$3,200) per month.

(3) For the purposes of this subdivision, the population of a city shall be determined by the last preceding federal census, or a subsequent census, or estimate validated by the Department of Finance.

(4) The salary of council members may be increased beyond the amount provided in this subdivision by an ordinance or by an amendment to an ordinance, but the amount of the increase shall not exceed the greater of either of the following:

(A) An amount equal to 5 percent for each calendar year from the operative date of the last adjustment of the salary in effect when the ordinance or amendment is enacted.

(B) An amount equal to inflation since January 1, 2024, based upon the California Consumer Price Index, which shall not exceed 10 percent for each calendar year.

(5) No ordinance shall be enacted or amended to provide automatic future increases in salary.

(b) Notwithstanding subdivision (a), at any municipal election, the question of whether city council members shall receive a salary for services, and the amount of that salary, may be submitted to the electors. If a majority of the electors voting at the election favor it, all of the council members shall receive the salary specified in the election call. The salary of council members may be increased beyond the amount provided in this section or decreased below the amount in the same manner.

(c) Unless specifically authorized by another statute, a city council may not enact an ordinance providing for compensation to city council members in excess of that authorized by the procedures described in subdivisions (a) and (b). For the purposes of this section, compensation includes payment for service by a city council member on a commission, committee, board, authority, or similar body on which the city council member serves. If the other statute that authorizes the compensation does not specify the amount of compensation, the maximum amount shall be one hundred fifty dollars (\$150) per month for each commission, committee, board, authority, or similar body.

(d) Any amounts paid by a city for retirement, health and welfare, and federal social security benefits shall not be included for purposes of determining salary under this section, provided that the same benefits are available and paid by the city for its employees.

(e) Any amounts paid by a city to reimburse a council member for actual and necessary expenses pursuant to Section 36514.5 shall not be included for purposes of determining salary pursuant to this

section.

(f) A city council member may waive any or all of the compensation permitted by this section.

(g) (1) For the purposes of this section, a city council shall consider the adoption of an ordinance to increase compensation in open session during at least two regular meetings of the city council.

(2) At the first meeting, the city council shall present the proposed ordinance, which shall include findings demonstrating the need for the increased compensation. The ordinance shall not be adopted at the first meeting.

(3) At least seven days after the first meeting, the city council shall hold a second meeting to consider whether to adopt the ordinance.

SENATE THIRD READING

SB 329 (Dodd)

As Amended April 24, 2023

Majority vote

SUMMARY

Makes changes to the amount of compensation certain city council members may receive.

Major Provisions

- 1) Increases the compensation city council members can generally receive to the following amounts:
 - a) In cities up to and including 35,000 in population, up to and including \$950, instead of \$300, per month.
 - b) In cities over 35,000 up to and including 50,000 in population, up to and including \$1,275, instead of \$400, per month.
 - c) In cities over 50,000 up to and including 75,000 in population, up to and including \$1,600, instead of \$500, per month.
 - d) In cities over 75,000 up to 150,000 in population, up to and including \$1,900, instead of \$600, per month.
 - e) In cities over 150,000 up to and including 250,000 in population, up to and including \$2,550, instead of \$800, per month.
 - f) In cities over 250,000 population, up to and including \$3,200, instead of \$1,000, per month.
- 2) Specifies that the salary of council members may be increased beyond the above amounts by an ordinance or by an amendment to an ordinance, but the amount of the increase shall not exceed the *greater of either* of the following:
 - a) An amount equal to 5% for each calendar year from the operative date of the last adjustment of the salary in effect when the ordinance or amendment is enacted.
 - b) An amount equal to inflation since January 1, 2024, based upon the California Consumer Price Index, which shall not exceed 10% for each calendar year.
- 3) Requires a city council to consider the adoption of an ordinance to increase compensation in open session during at least two regular meetings of the city council.
- 4) Specifies that at the first meeting, the city council shall present the proposed ordinance, which shall include findings demonstrating the need for the increased compensation. The ordinance shall not be adopted at the first meeting.
- 5) Provides that, at least seven days after the first meeting, the city council shall hold a second meeting to consider whether to adopt the ordinance to increase compensation.

COMMENTS

- 1) *Background.* California cities fall into one of two types: general law or charter cities. The California Constitution allows cities that adopt charters to control their own "municipal affairs." In all other matters, charter cities must follow the general, statewide laws. City charters specify the governance structure of the city, including the number of officers and their compensation. Unlike charter cities, general law cities must follow all general, statewide laws, including the compensation of their officers. State law allows city councils to enact an ordinance to provide their city council members with a salary and salaries are limited based on the city's population.

The Legislature last adjusted these amounts and populations in 1984 [AB 2281 (Hauser), Chapter 100, Statutes of 1984]. The city can enact an ordinance to increase city council salaries beyond these amounts, but the increase cannot exceed 5% for each calendar year from the last salary adjustment, and no ordinance can provide for automatic future increases. The city can also increase or decrease these salaries in any amount by submitting a measure to the voters.

- 2) *Previous Legislation.* AB 701 (De La Torre) of 2007 would have increased the maximum amount of salary a city council member may receive per month, as specified. This bill was vetoed by Governor Schwarznegger saying, "This bill allows for various methods for the doubling of the compensation paid to city council members. One of these methods is the simple passage of an ordinance by the very council members who will receive the higher compensation. Our city councils are one of our society's most direct links between citizens and their government. Therefore, the citizens must be given the opportunity to decide through a vote of the people whether their city council members should be compensated at a higher rate. Under this bill, the compensation can be increased one-hundred percent without such a vote. Current law already provides reasonable flexibility for cities to increase the compensation if its citizens see fit."

According to the Author

According to the author, "City Councilmembers have one of the hardest jobs in California government. They deal with a wide range of issues, from street maintenance to emergency response duties. And all too often, they do this job with very little financial compensation. No one runs for City Council in order to make money. But the low levels of pay make it much harder for them to balance their careers and personal obligations with the calling to serve their community. The Legislature has not raised the base pay amounts for City Councilmembers since 1984. It's time those amounts caught up to the present economic reality, especially with the rapid increase in inflation we've seen recently. Raising the pay will also make it easier for members of marginalized communities to serve. City Councils should be reflective of the communities they represent and I believe raising their compensation is an important step to achieving that equitable outcome."

Arguments in Support

According to the League of California Cities, "Existing law sets a pay schedule that must be approved by the City Council through an ordinance or by the voters as a ballot measure. These amounts are determined by the population size of a city and set by state law. The lowest tier is cities up to 35,000 in population, with compensation up to three hundred dollars (\$300) per month. The highest tier is cities over 250,000 population, up to one thousand dollars (\$1,000) per

month. However, these amounts have not been adjusted since 1984 despite significant increases in the cost of living.

"Lengthy time commitments and limited pay discourage many, especially low-income residents, single parents, people of color, and young people, from running for public office. For many, being a council member is a full-time commitment with part-time pay.

"Cal Cities is proud to sponsor this important legislation that lessens barriers for those interested in governing at the local level. This overdue reform is another tool communities can choose to use that can help ensure our city councils are reflective of the residents who live, work, and play in their communities."

Arguments in Opposition

None on file.

FISCAL COMMENTS

None

VOTES

SENATE FLOOR: 34-0-6

YES: Allen, Alvarado-Gil, Archuleta, Ashby, Atkins, Becker, Bradford, Caballero, Cortese, Dahle, Dodd, Durazo, Eggman, Gonzalez, Grove, Hurtado, Laird, Limón, McGuire, Menjivar, Min, Newman, Niello, Padilla, Portantino, Roth, Rubio, Seyarto, Skinner, Smallwood-Cuevas, Stern, Umberg, Wahab, Wiener

ABS, ABST OR NV: Blakespear, Glazer, Jones, Nguyen, Ochoa Bogh, Wilk

ASM LOCAL GOVERNMENT: 8-0-0

YES: Aguiar-Curry, Dixon, Boerner, Pacheco, Ramos, Robert Rivas, Waldron, Wilson

UPDATED

VERSION: April 24, 2023

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