



AGENDA

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

WEDNESDAY, DECEMBER 13, 2023 AT 6:00 PM

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

I. **CALL TO ORDER/ROLL CALL**

CALL TO ORDER
ROLL CALL

II. **CITY OFFICIALS**

MAYOR
Frank Garcia

CITY CLERK
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/86546106650> 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 4:30 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. MAYOR, COUNCILMEMBERS AND STAFF COMMENTS

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

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

VI. PRESENTATIONS

PRESENTATION BY MAYOR FRANK GARCIA ON THE ACCOMPLISHMENTS FOR
CALENDAR YEAR 2023 AND FUTURE OUTLOOK

RECOGNITION OF SERVICE AND PLAQUE PRESENTATION TO MAYOR FRANK GARCIA
FOR HIS TENURE AND SERVICE AS MAYOR

VII. REORGANIZATION

1. SELECTION AND APPOINTMENT OF A NEW MAYOR / CHAIR AND MAYOR PRO
TEM / VICE CHAIR

VIII. CONSENT CALENDAR

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

2. REVENUE REPORT NOVEMBER 2023
3. MONTHLY CASH AND INVESTMENT REPORT TO THE CITY COUNCIL FOR
NOVEMBER 2023
4. RESOLUTION NO. 6328 OF THE CITY COUNCIL OF THE CITY OF MAYWOOD

AND SUCCESSOR AGENCY TO THE MAYWOOD COMMUNITY
REDEVELOPMENT AGENCY APPROVING THE WARRANTS FOR PAYMENT

5. ACCEPTANCE OF SIDEWALK REHABILITATION PROJECT FY 2022-2023
(CDBG)

IX. DISCUSSION/ACTION ITEMS

6. CONSIDERATION OF PROPOSED TEEN CENTER IMPROVEMENT PROJECT
CONCEPT AT 4801 SLAUSON AVENUE AND AUTHORIZATION OF THE CITY
MANAGER TO FORMALLY ADVERTISE A REQUEST FOR PROPOSALS FOR
PREPARATION OF DESIGN PLANS AND SPECIFICATIONS AND ENGINEERING
ESTIMATE TO BE RELEASED
7. DISCUSSION AND ACTION ON CITY COUNCIL APPOINTMENTS TO EXTERNAL
BOARDS AND COMMITTEES

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

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

- XI. ADJOURNMENT - The next Regular Meeting of the Maywood City Council is scheduled
for Wednesday, January 24, 2024, at 6:00 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.



AGENDA REPORT

CITY OF MAYWOOD



AGENDA ITEM NO. 2.

DATE: December 13, 2023

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: JENNIFER VASQUEZ, CITY MANAGER

BY: RAUL HERRERA, SENIOR ACCOUNTANT

SUBJECT: REVENUE REPORT NOVEMBER 2023

RECOMMENDATION:

Staff recommends that the City Council receive and file the Revenue Report from July - November 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 - November 2023 totaled \$3,696,863.52, 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 November 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 - November 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	\$97,158.58	\$104,695.67	\$7,537.09	7.76%	\$555,000.00	18.86%
Property Taxes	\$32,860.87	\$27,454.33	(\$5,406.54)	-16.45%	\$720,000.00	3.81%
4211 - Utility Users Tax	\$512,272.63	\$497,301.93	(\$14,970.70)	-2.92%	\$1,200,000.00	41.44%
4206 - Real Estate Transfer Tax	\$11,169.15	\$4,377.18	(\$6,791.97)	-60.81%	\$28,000.00	15.63%
4202 - Hotel / Motel Room Transient Occupancy Tax (TOT)	\$23,065.30	\$32,285.12	\$9,219.82	39.97%	\$77,250.00	41.79%
4212 - Cannabis Sales Tax	\$194,780.89	\$183,518.74	(\$11,262.15)	-5.78%	\$1,750,000.00	10.49%
4201 - Sales and Use Tax Revenue	\$612,892.32	\$621,902.36	\$9,010.04	1.47%	\$2,400,000.00	25.91%
Taxes Totals	\$1,484,199.74	\$1,471,535.33	(\$12,664.41)	-0.85%	\$6,730,250.00	21.86%
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	\$9,443.80	\$5,038.40	(\$4,405.40)	-46.65%	\$21,500.00	23.43%
4305 - Public Works Permit Fees	\$122,955.00	\$36,976.50	(\$85,978.50)	-69.93%	\$190,000.00	19.46%
Other Fees & Permits	\$7,995.80	\$12,630.90	\$4,635.10	57.97%	\$18,000.00	70.17%
4320 - Occupancy Permits	\$1,822.20	\$597.40	(\$1,224.80)	-67.22%	\$6,000.00	9.96%
4313 - Building Permits	\$41,336.09	\$19,779.12	(\$21,556.97)	-52.15%	\$80,000.00	24.72%
4307 - Commercial Cannabis Renewal Fees	\$14,850.00	\$14,850.00	\$0.00	0.00%	\$74,250.00	20.00%
4322 - Parking Permits	\$33,747.00	\$10,170.00	(\$23,577.00)	-69.86%	\$60,000.00	16.95%
4311 - Apartment License	\$118.00	\$190.60	\$72.60	61.53%	\$16,000.00	1.19%
4205 - Business License Tax	\$16,052.69	\$6,711.40	(\$9,341.29)	-58.19%	\$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	\$248,320.58	\$106,944.32	(\$141,376.26)	-56.93%	\$4,194,750.00	2.55%

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	\$15.54	\$0.00	(\$15.54)	0.00%	\$0.00	0.00%
4704 - Plan Check Fees	\$24,160.54	\$46,981.95	\$22,821.41	94.46%	\$50,000.00	93.96%
4702 - Rents & Concessions	\$9,922.50	\$9,922.50	\$0.00	0.00%	\$23,814.00	41.67%
Charges for Services Totals	\$34,098.58	\$56,904.45	\$22,805.87	66.88%	\$73,814.00	77.09%
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	\$3,960.60	\$1,501.35	(\$2,459.25)	-62.09%	\$5,700.00	26.34%
4404 - Southeast Municipal Court (SEMC) - Court Collections	\$60,016.76	\$84,218.99	\$24,202.23	40.33%	\$180,000.00	46.79%
4403 - Citations: Administrative	\$3,400.00	\$1,700.00	(\$1,700.00)	-50.00%	\$6,000.00	28.33%
4402 - Citations: Parking	\$93,762.14	\$89,830.77	(\$3,931.37)	-4.19%	\$412,000.00	21.80%
Fines and Forfeitures Totals	\$161,139.50	\$177,251.11	\$16,111.61	10.00%	\$603,700.00	29.36%
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	\$21,886.72	\$24,586.40	\$2,699.68	12.33%	\$59,005.00	41.67%
Leases and Concessions Totals	\$21,886.72	\$24,586.40	\$2,699.68	12.33%	\$59,005.00	41.67%
GENERAL FUND						
Miscellaneous: MISCELLANEOUS: A General Fund revenue not covered in another revenue category.						
4817 - Good Corporate Citizen Program	\$0.00	\$0.00	\$0.00	0.00%	\$20,000.00	0.00%
4803 - Interest Income	\$37,131.31	\$140,744.04	\$103,612.73	279.04%	\$93,000.00	151.34%
4809 - Miscellaneous Revenue	\$24,279.05	\$4,076.75	(\$20,202.30)	-83.21%	\$48,000.00	8.49%
4804 -Other (Recycle + ABx1 Reimbursement)	\$0.00	\$0.00	\$0.00	0.00%	\$7,000.00	0.00%
Miscellaneous Revenue Totals	\$61,410.36	\$144,820.79	\$83,410.43	135.82%	\$168,000.00	86.20%
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	\$14,154.01	\$13,641.58	(\$512.43)	-3.62%	\$1,300,000.00	1.05%
Retiree Pension Levy Totals	\$14,154.01	\$13,641.58	(\$512.43)	-3.62%	\$1,300,000.00	1.05%
General Fund Revenue Totals	\$2,025,209.49	\$1,995,683.98	(\$29,525.51)	-1.46%	\$13,129,519.00	15.20%

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	\$230,652.78	\$249,059.34	\$18,406.56	7.98%	\$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	\$310,692.53	\$279,437.29	(\$31,255.24)	-10.06%	\$717,151.00	38.96%
222 - Proposition C Transit Fund	\$259,665.64	\$233,803.92	(\$25,861.72)	-9.96%	\$594,858.00	39.30%
224 - Measure R Transit Fund	\$154,700.96	\$173,746.86	\$19,045.90	12.31%	\$446,144.00	38.94%
225 - Measure M Transit Fund	\$175,112.99	\$195,672.34	\$20,559.35	11.74%	\$505,629.00	38.70%
216 - SB-1 Road Maintenance Rehabilitation Act Fund	\$141,472.68	\$163,416.57	\$21,943.89	15.51%	\$535,751.00	30.50%
243 - Community Development Block Grant (CDBG)	\$33,188.00	\$49,346.00	\$16,158.00	48.69%	\$356,826.00	13.83%
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	\$52,007.17	\$51,815.35	(\$191.82)	-0.37%	\$159,900.00	32.40%
251 - Street Lighting Fund	\$773.07	\$2,453.62	\$1,680.55	217.39%	\$174,520.00	1.41%
611 - Redevelopment "Successor" Agency Fund	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	0.00%
412 - Sewer Enterprise Fund	\$1,597.01	\$1,890.21	\$293.20	18.36%	\$298,633.00	0.63%
261 - Federal / State / County Grants	\$0.00	\$300,538.04	\$300,538.04	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	\$4,763,151.42	\$1,701,179.54	(\$3,061,971.88)	-64.28%	\$4,650,503.00	36.58%
Total Revenues	\$6,788,360.91	\$3,696,863.52	(\$3,091,497.39)	-45.54%	\$17,780,022.00	20.79%

AGENDA REPORT

CITY OF MAYWOOD



AGENDA ITEM NO. 3.

DATE: December 13, 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 NOVEMBER 2023

RECOMMENDATION:

Staff recommends that the City Council receive and file the attached cash and investment report for November 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 November 30, 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. November 2023 Cash and Investment Report

City of Maywood, California
Cash and Investments Report
As of November 30, 2023

Description	Type	Ending Balance as of 11/30/2023
A - Non-Investment Cash Accounts		
A1 - US Bank - October 2023	Cash	\$3,118,311.15
A2 - Total Cash Accounts		<u>\$3,118,311.15</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 November 30, 2023	Title 26 - U.S.C. 115 - Income of States, Municipalities, etc., Trusts	\$970,470.88
B3 - California Public Employees' Retirement System (CalPERS) California Employers' Pension Prefunding Trust (CEPPT) Calculated Report Results as of November 30, 2023	Title 26 - U.S.C. 115 - Income of States, Municipalities, etc., Trusts	<u>\$934,866.94</u>
B4 - Total Investment Accounts		<u>\$17,214,123.48</u>
C - Total Cash and Investments		<u>\$20,332,434.63</u>

AGENDA REPORT

CITY OF MAYWOOD



AGENDA ITEM NO. 4.

DATE: December 13, 2023

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: JENNIFER VASQUEZ, CITY MANAGER

BY: LUZ MARIA, ACCOUNTING SPECIALIST

SUBJECT: RESOLUTION NO. 6328 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 11/07/2023 through 12/5/2023, and net payrolls dated 11/09/2023 through 11/23/2023 and adopt Resolution No. 6328 approving Warrants for Payment.

BACKGROUND:

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

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

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

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

DISCUSSION:

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

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

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

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

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

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

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

LEGAL REVIEW:

The City Attorney has reviewed this report.

FISCAL IMPACT:

F.Y. 23-24 Impact: FY23-24 Impact: <i>Warrant Demand (Warrant Payment) of \$3,838,627.38 plus Wire Transfers/ACH Transactions of \$439,256.92 equaling \$4,277,884.30 in total.</i>	Current F.Y. Budget: 2023-2024
Fund Impacted: <i>Warrant Demand (Warrant Payment) of \$3,838,627.38</i> from these various fund sources: i. Fund-100 - General Fund = \$1,140,966.43 ii. Fund 212 - Gas Tax - 2103, 2105, 2107,	Budget adjustment requested: Not Applicable

2106, 2107.5 Fund = \$65,809.59 iii. Fund 221 - Proposition A Transit Fund = \$37,911.12 iv. Fund 222 - Proposition C Transit Fund = \$1,670.40 v. Fund 224 - Measure R Transit Fund = \$981,397.32 vi. Fund 243 - Community Development Block Grant (CDBG) Fund = \$149,925.26 vii. Fund 251 - Street Lighting Fund = \$15,062.46 viii. Fund 261 - Federal / State / County Grants fund = \$143,826.03 ix. Fund 280 - Measure W Safe Clean Water Program Fund = \$29,773.65 x. Fund 412 - Sewer Enterprise Fund = \$1,123.62 xi. Fund 225 - Measure M Transit Fund = \$1,262,589.50 xii. Fund 273 - Local Fiscal Recovery Fund = \$8,572.00	
Source of funds:100, 212, 221, 222, 224, 243, 251, 261, 280, 412, 225, and 273	Updated Account Budget: Not Applicable
Account Number:	For Fiscal Year: 2023-2024

ATTACHMENT(S)

1. Resolution No. 6328 Approving the Warrants for Register
2. Exhibit A Summary Warrant Demand 12.13.23
3. Exhibit B Warrant Register Detail 12.13.23

RESOLUTION NO. 6328

**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 \$4,277,884.30 are hereby ratified:

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

PASSED, APPROVED AND ADOPTED THIS 13th day of December 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. 6328, 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 13th day of December, 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, December 13, 2023

Accounts Payable

	Amount
Accounts Payable prepaid warrants for payment: Checks No. 091481- 091544	\$ 1,383,790.04
Accounts Payable regular warrants for payment: Check No. 091545 - 091583	<u>\$ 2,454,837.34</u>
Sub-total	\$ 3,838,627.38

Wire Transfers/ACH Transactions

11/07/23 8x8 Inc - Monthly Phone Maintenance	\$ 432.21
11/07/23 California Joint Powers Insurance Authority (CJPIA) repayment plan agreement - November 2023	\$ 22,355.58
11/09/23 Payroll Pay Period 10/22/2023 - 11/4/2023	\$ 54,705.74
11/14/23 U.S. Bank - Analysis Service Charge	\$ 80.00
11/15/23 U.S. Bank - Interest on Pension Obligation Bonds	\$ 289,025.18
11/16/23 CalPERS Admin Fee - Late Payroll Reporting	\$ 200.00
11/16/23 CalPERS Employer Contribution 9/24/2023 - 10/7/2023	\$ 8,532.86
11/17/23 ADP Payroll Fees	\$ 445.36
11/23/23 Payroll Pay Period 11/5/2023 - 11/18/2023	\$ 54,398.69
11/29/23 CalPERS Admin Fee - Late Payroll Reporting	\$ 200.00
11/29/23 CalPERS Employer Contribution 10/8/2023 - 10/21/2023	\$ 8,421.40
12/01/23 US Bank - Merchant Fees	<u>\$ 459.90</u>
Sub-total	\$ 439,256.92

Total Demands	<u>\$ 4,277,884.30</u>
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City of Maywood
Check/Voucher Register - Warrant Register LM
From 11/28/2023 Through 12/5/2023

Check No.	Prepaid	Date	Vendor Name	Check Amount	Transaction Description	Fund Title	
091481	P	11/28/2023	Amazon Capital Services	93.76	Community Events- Supplies	General Fund	100
		11/28/2023	Amazon Capital Services	85.50	HR/Risk Management and Community Dept.- Office Supplies	General Fund	100
		11/28/2023	Amazon Capital Services	303.05	Office Supplies	General Fund	100
091482	P	11/28/2023	Modern IT, Inc. dba Advanced Microcomputing Concepts, Inc.	4,375.00	City of Maywood - Network Modernization	General Fund	100
		11/28/2023	Modern IT, Inc. dba Advanced Microcomputing Concepts, Inc.	2,626.46	Monthly IT Lease Agreement- November 2023	General Fund	100
		11/28/2023	Modern IT, Inc. dba Advanced Microcomputing Concepts, Inc.	3,630.00	Monthly IT/Assessment- November 2023	General Fund	100
091483	P	11/28/2023	Angel Villegas	852.90	Retiree Medical Reimbursement Angel Villegas December 2023	General Fund	100
091484	P	11/28/2023	AT&T	27.14	Emergency Elevator Phone Service- 10/10/23-11/9/23	General Fund	100
091485	P	11/28/2023	Base Hill Inc.	6,172.97	City of Maywood Janitorial Services - November 2023	General Fund	100
091486	P	11/28/2023	Bordin Semmer LLP	325.00	City Claims- Legal Expense 10-31-23	General Fund	100
091487	P	11/28/2023	Brent Talmo	852.90	Retiree Medical Reimbursement Brent Talmo November 2023	General Fund	100
091488	P	11/28/2023	Brian E. Juarez	300.00	December2023 City Clerk Stipend- Brian E. Juarez	General Fund	100
091489	P	11/28/2023	Brinks Inc.	22.88	Additional Cash handling Services- 10/1/23-10/31/23	General Fund	100
		11/28/2023	Brinks Inc.	275.92	Cash handling Services- 11/1/23-11/30/23	General Fund	100
091490	P	11/28/2023	Bruce Leflar	1,051.79	Retiree Medical Reimbursement Bruce Leflar December 2023	General Fund	100
091491	P	11/28/2023	Burke, Williams & Sorensen, LLP	4,600.00	Legal and Professional Services November 2023	General Fund	100
	P	11/28/2023	Burke, Williams & Sorensen, LLP	480.00	Legal and Professional Services September 2023	General Fund	100
091492	P	11/28/2023	Cat Specialties Inc.	114.30	Public Works Supplies Banner	General Fund	100
091493	P	11/28/2023	Charter Communications Holdings, LLC	625.08	Internet and Phone Service- 11/1/23-11/30/23	General Fund	100
091494	P	11/28/2023	Christine M. Locher	269.02	Retiree Medical Reimbursement Christine Locher November2023	General Fund	100
091495	P	11/28/2023	City of Bell	7,973.00	REIMBURSEMENT AGREEMENT FOR SHTLTER BEDS WITHIN THE	Local Fiscal Recovery Fund	273

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From 11/28/2023 Through 12/5/2023

Check No.	Prepaid	Date	Vendor Name	Check Amount	Transaction Description	Fund Title	
091496	P	11/28/2023	CivicPlus, LLC	6,623.48	FY23-24 Hosting & Security Annual Fee - 09/23/2023 to 09/22/	General Fund	100
091497	P	11/28/2023	Occupational Health Centers of CA	212.00	Pre-Employment Physical - Albe Villalobos and Gevork Hovanni	General Fund	100
091498	P	11/28/2023	Crosstown Electrical & Data Inc.	221.39	Pine Park 10/6/23	General Fund	100
		11/28/2023	Crosstown Electrical & Data Inc.	295.18	Riverfront Park 10/12/23	General Fund	100
		11/28/2023	Crosstown Electrical & Data Inc.	442.77	Throughout City Removed Intersection Plans- 10/26/23	General Fund	100
		11/28/2023	Crosstown Electrical & Data Inc.	442.77	6135 Atlantic- 10/24/23	Gas Tax - 2103, 2105, 2107, 2106, 2107.5 Fund	212
		11/28/2023	Crosstown Electrical & Data Inc.	160.42	Atlantic Blvd. & 60th Street- 10/9/23	Gas Tax - 2103, 2105, 2107, 2106, 2107.5 Fund	212
		11/28/2023	Crosstown Electrical & Data Inc.	166.49	Atlantic Blvd. & 61st Street- 10/9/23	Gas Tax - 2103, 2105, 2107, 2106, 2107.5 Fund	212
		11/28/2023	Crosstown Electrical & Data Inc.	171.34	Atlantic Blvd. & Slauson Ave. - 10/9/23	Gas Tax - 2103, 2105, 2107, 2106, 2107.5 Fund	212
		11/28/2023	Crosstown Electrical & Data Inc.	590.36	Randolph & King- 10/10/23	Gas Tax - 2103, 2105, 2107, 2106, 2107.5 Fund	212
		11/28/2023	Crosstown Electrical & Data Inc.	442.77	Randolph & Walker Avenue 10/17/23	Gas Tax - 2103, 2105, 2107, 2106, 2107.5 Fund	212
		11/28/2023	Crosstown Electrical & Data Inc.	295.18	Slauson & Alamo to Mayflower-10/2/23	Gas Tax - 2103, 2105, 2107, 2106, 2107.5 Fund	212
		11/28/2023	Crosstown Electrical & Data Inc.	7,785.05	Slauson Avenue & Alamo Avenue 10/20/23	Gas Tax - 2103, 2105, 2107, 2106, 2107.5 Fund	212
		11/28/2023	Crosstown Electrical & Data Inc.	724.03	Slauson Avenue & Alamo Avenue- 10/19/23	Gas Tax - 2103, 2105, 2107, 2106, 2107.5 Fund	212
		11/28/2023	Crosstown Electrical & Data Inc.	620.68	Slauson Avenue & Maywood Avenue	Gas Tax - 2103, 2105, 2107, 2106, 2107.5 Fund	212
091499	P	11/28/2023	Daily Journal Corporation	295.00	Notice of public hearing	General Fund	100
091500	P	11/28/2023	Daisy Guerrero	182.07	Mileage Reimbursement - Daisy Guerrero 11-7-23	General Fund	100
		11/28/2023	Daisy Guerrero	513.42	Reimbursement Daisy Guerrero 11-7-23	General Fund	100
091501	P	11/28/2023	Letner Roofing Co.	464,601.33	City Hall and Sheriff Reroofing Project No.1	General Fund	100
091502	P	11/28/2023	Dewey Pest Control	297.00	November 2023 Pest Control Service	General Fund	100
091503	P	11/28/2023	DocuSign, Inc.	2,760.00	Electronic Signature Software	General Fund	100
091504	P	11/28/2023	Edward Ahrens	1,358.28	Retiree Medical Reimbursement Edward Ahrens December 2023	General Fund	100
091505	P	11/28/2023	Marco Tulio Mancia Caballero dba Elim HVAC	1,450.00	HVAC work to the library - replace the fan and fan motor and	General Fund	100

City of Maywood
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From 11/28/2023 Through 12/5/2023

Check No.	Prepaid	Date	Vendor Name	Check Amount	Transaction Description	Fund Title	
		11/28/2023	Marco Tulio Mancia Caballero dba Elim HVAC	850.00	Installed metal pipe though the attic space to the thermosta	General Fund	100
091506	P	11/28/2023	James Arrasmith	150.00	Tree Lighting Event 2023 - DJ Services	General Fund	100
091507	P	11/28/2023	Joseph Polselli	350.00	Tree Lighting Event 2023 - Santa	General Fund	100
091508	P	11/28/2023	Gregory Kiley dba Kiley & Associates LLC	3,900.00	Federal Legislative Advocacy Consultant- 10-15-23 to 11-15-2	General Fund	100
091509	P	11/28/2023	L.B. Johnson Hardware #1	41.59	Public Works Supplies	General Fund	100
091510	P	11/28/2023	Los Angeles County Public Works	925.62	October 2023 - Sewer SR #271138 52nd Place Point Repairs	Sewer Enterprise Fund	412
091511	P	11/28/2023	LACMTA FILE #54924-0	1,670.40	Metro TAP Cards October 2023	Proposition C Transit Fund	222
091512	P	11/28/2023	Mary Mariscal	50.00	December 2023 Treasurer Stipend- Mary Mariscal	General Fund	100
091513	P	11/28/2023	Maywood Car Wash	168.62	Fuel and Car Wash for the City Vehicles- October 2023	General Fund	100
091514	P	11/28/2023	Maywood Mutual Water Co. No.2	169.60	3626 E. 56th/Pixley Pk 9/01/23-11/01/23	General Fund	100
		11/28/2023	Maywood Mutual Water Co. No.2	44.80	4323 S Slauson Ave 9/1/23-11/1/23	General Fund	100
		11/28/2023	Maywood Mutual Water Co. No.2	96.41	5313 Pine Ave. 9/01/23-11/01/23	General Fund	100
		11/28/2023	Maywood Mutual Water Co. No.2	318.10	City Hall 4319 E Slauson 9/01/23-11/01/23	General Fund	100
091515	P	11/28/2023	Miguel Leon	157.50	Mileage Reimbursement Miguel Leon 11-7-23	General Fund	100
		11/28/2023	Miguel Leon	543.42	Reimbursement Miguel Leon 11-7-23	General Fund	100
091516	P	11/28/2023	Susan Contreras dba Municipal Waste Solutions	3,277.50	MWS Sept-Oct 2023 Solid Waste Consulting	Federal / State / County Grants	261
091517	P	11/28/2023	MV Cheng & Associates Inc.	5,325.00	Sr Acct/Acct Tech Consult Services- October 2023	General Fund	100
091518	P	11/28/2023	North Star Landcare	4,480.00	Additional Landscape Services for the City of Maywood Novemb	General Fund	100
		11/28/2023	North Star Landcare	21,259.00	Tree Maintenance Services for the City of Maywood October 20	Gas Tax - 2103, 2105, 2107, 2106, 2107.5 Fund	212
091519	P	11/28/2023	Phoenix Group Information Systems	369.75	October 2023 Citation Processing Fee	General Fund	100
		11/28/2023	Phoenix Group Information Systems	13,059.54	October 2023 Permit Processing Fee	General Fund	100

City of Maywood
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From 11/28/2023 Through 12/5/2023

Check No.	Prepaid	Date	Vendor Name	Check Amount	Transaction Description	Fund Title	
091520	P	11/28/2023	Property Health Inc.	500.00	Asbestos Abatement Project Management	Local Fiscal Recovery Fund	273
091521	P	11/28/2023	QDoxs	122.02	Contract Base Rate charge for 11/1/23 to 11/30/23	General Fund	100
		11/28/2023	QDoxs	41.61	Contract Base Rate charge for 11/5/23 to 12/4/23	General Fund	100
091522	P	11/28/2023	Radco Ice LLC dba Kona Ice	1,625.00	Tree Lighting Event 2023 - Hot Chocolate for event	General Fund	100
091523	P	11/28/2023	Robert Leach	1,005.00	Retiree Medical Reimbursement Robert Leach December 2023	General Fund	100
091524	P	11/28/2023	Ronald Lindsey	1,261.61	Retiree Medical Reimbursement Ronald Lindsey December 2023	General Fund	100
091525	P	11/28/2023	Richards Watson & Gershon	4,692.09	Professional Services-0001 for October 2023	General Fund	100
		11/28/2023	Richards Watson & Gershon	11,985.67	Professional Services-0010 October 2023	General Fund	100
		11/28/2023	Richards Watson & Gershon	4,536.10	Professional Services-0012 October 2023	General Fund	100
091526	P	11/28/2023	Scott C. Anderson	1,358.28	Retiree Medical Reimbursement Scott Anderson December 2023	General Fund	100
091527	P	11/28/2023	Sergio Leon	2,000.00	Tree Lighting 2023 - Stage & Sound Rental	General Fund	100
091528	P	11/28/2023	SHERIFF'S DEPT COUNTY OF LOS ANGELES	472,458.28	LA County Sheriff's Municipal Law Enforcement Services Octob	General Fund	100
091529	P	11/28/2023	Southern California Edison	176.08	700608908147 5916 King Ave/5913 Mayflower ave-10/6/23-11/5/	Gas Tax - 2103, 2105, 2107, 2106, 2107.5 Fund	212
		11/28/2023	Southern California Edison	109.87	700631564216 5317 Atlantic Ave PED 10/13/23-11/13/23	Gas Tax - 2103, 2105, 2107, 2106, 2107.5 Fund	212
091530	P	11/28/2023	Sparkletts Drinking Water Corp	170.86	City Hall Drinking Water for Staff Bill October 2023	General Fund	100
091531	P	11/28/2023	Stantec Planning & Landscape Architecture	1,849.00	Project#2042639600 Slauson Ave and Atlantic Blvd Congestion	Measure M Transit Fund	225
		11/28/2023	Stantec Planning & Landscape Architecture	24,258.65	Project#2042639600 Slauson Ave and Atlantic Blvd Congestion	Federal / State / County Grants	261
091532	P	11/28/2023	SWRCB	17,666.00	Index No 495330 SWRCB Annual Permit Fee 07/01/23 to 06/30/24	Measure W Safe Clean Water Program Fund	280

City of Maywood
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From 11/28/2023 Through 12/5/2023

Check No.	Prepaid	Date	Vendor Name	Check Amount	Transaction Description	Fund Title	
091533	P	11/28/2023	The Gas Company	31.07	4317 Slauson Ave. 10/06/23-11/07/23	General Fund	100
		11/28/2023	The Gas Company	15.78	4319 Slauson Ave. City Hall - 10/06/23-11/07/23	General Fund	100
		11/28/2023	The Gas Company	25.75	Lybrary 4319 Slauson Ave. 10/06/23-11/07/23	General Fund	100
091534	P	11/28/2023	Quadient Finance USA Inc.	198.00	Acct# 7900044081189551 Postage Usage 10/17/23-11/13/23	General Fund	100
091536	P	11/28/2023	Transtech Engineers Inc	328.00	20846 Maywood City Engineering Services- September 2023	General Fund	100
		11/28/2023	Transtech Engineers Inc	5,224.00	20919 May PW Encroachment Permit Insp. Serv. September 2023	General Fund	100
		11/28/2023	Transtech Engineers Inc	158.00	210065 May Baseball Field Improvements- September 2023	General Fund	100
		11/28/2023	Transtech Engineers Inc	738.00	210917 May HVAC Replacement Project- September2023	General Fund	100
		11/28/2023	Transtech Engineers Inc	638.00	211287 May ATP CYC 5 Coordination and Bike Master- September	General Fund	100
		11/28/2023	Transtech Engineers Inc	246.00	220572 MAY Misc Traffic Engineering, Studies and ETC- Septem	General Fund	100
		11/28/2023	Transtech Engineers Inc	456.00	230353 MAY Successor Agency District Building Demolition CMC	General Fund	100
		11/28/2023	Transtech Engineers Inc	99.00	230687 MAY I-710 Task Force Investment Plan- September 2023	General Fund	100
		11/28/2023	Transtech Engineers Inc	1,188.00	230846 MAY City hall & Sheriff Reroofing Project September 2	General Fund	100
		11/28/2023	Transtech Engineers Inc	4,395.00	231094 MAY City Hall & Sheriff Reroofing Project CMCI-Septem	General Fund	100
		11/28/2023	Transtech Engineers Inc	246.00	201047 MAY TSSP September 2023	Gas Tax - 2103, 2105, 2107, 2106, 2107.5 Fund	212
		11/28/2023	Transtech Engineers Inc	2,079.00	20901 May CIP Slauson Ave. Corridor IMP September	Gas Tax - 2103, 2105, 2107, 2106, 2107.5 Fund	212
		11/28/2023	Transtech Engineers Inc	1,023.00	231075 MAY Citywide Curb House Numbering BID Package- Septem	Gas Tax - 2103, 2105, 2107, 2106, 2107.5 Fund	212

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Check No.	Prepaid	Date	Vendor Name	Check Amount	Transaction Description	Fund Title	
		11/28/2023	Transtech Engineers Inc	246.00	231116 MAY TRF Corona At 58th St all way stop REQ-September	Gas Tax - 2103, 2105, 2107, 2106, 2107.5 Fund	212
		11/28/2023	Transtech Engineers Inc	164.00	231119 MAY TRF 57th at Heliotrope all Way Stop REQ-Septembe	Gas Tax - 2103, 2105, 2107, 2106, 2107.5 Fund	212
		11/28/2023	Transtech Engineers Inc	1,881.00	230434 May HSIP Cycle 11 Improvements PE Phase-September 20	Measure R Transit Fund	224
		11/28/2023	Transtech Engineers Inc	49,715.25	230834 May FY22-23 Pavement Rehabilitation CMCI- September	Measure R Transit Fund	224
		11/28/2023	Transtech Engineers Inc	1,782.00	230628 May Clean California Grant Design Phase-September 20	Federal / State / County Grants	261
		11/28/2023	Transtech Engineers Inc	99.00	230663 May Heliotrope Building Facility Concept Plan and Est	Local Fiscal Recovery Fund	273
		11/28/2023	Transtech Engineers Inc	198.00	210795 MAY Sewer Improvements 52nd St and other locations- S	Sewer Enterprise Fund	412
091537	P	11/28/2023	U.S. Bank Corporate Payment System	1,474.04	Acct.5074 and 6433 Cred Crd- 11/15/23 stnt	General Fund	100
091538	P	11/28/2023	ULINE INC.	(186.15)	(Credit Memo) Supplies-Dog Waste Bag	General Fund	100
		11/28/2023	ULINE INC.	(802.64)	(Credit Memo) Supplies-Dog Waste Baqs,Sign,Dispenser	General Fund	100
		11/28/2023	ULINE INC.	271.10	Supplies Dog Waste Bags	General Fund	100
		11/28/2023	ULINE INC.	1,049.15	Supplies-Dog Waste Bags,Sign,Dispenser	General Fund	100
		11/28/2023	ULINE INC.	671.79	Supplies-Dog Waste Bags,Sign,Dispenser,Recepta	General Fund	100
091539	P	11/28/2023	Unlimited Environmental, Inc.	16,150.00	Demolition of Lattice Tower	General Fund	100
091540	P	11/28/2023	Vortex Industries, LLC.	1,745.50	Building Repairs Iron Door	General Fund	100
		11/28/2023	Vortex Industries, LLC.	1,305.00	Building Repairs Iron Gate	General Fund	100
		11/28/2023	Vortex Industries, LLC.	928.04	Building Repairs Iron Gate	General Fund	100
		11/28/2023	Vortex Industries, LLC.	1,337.50	Building Repairs Metal Door	General Fund	100
091541	P	11/28/2023	World Private Security Inc.	14,197.92	Crossing Guard Services	Gas Tax - 2103, 2105, 2107, 2106, 2107.5 Fund	212
091542	P	11/28/2023	Xerox Financial Services	589.12	Xerox Copier Lease Payments- 10/30/23-11/29/23	General Fund	100
091543	P	11/29/2023	F. S. Contractors, Inc.	133,655.26	Maywood Sidewalk Rehabilitation Project 22-23	CDBG	243
091544	P	11/29/2023	SOS Playgrounds Inc.	11,499.91	PIXLEY PARK REPLACEMENT OF PIP RUBBER SURFACING OF THE PLAY	Federal / State / County Grants	261

City of Maywood
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From 11/28/2023 Through 12/5/2023

Check No.	Prepaid	Date	Vendor Name	Check Amount	Transaction Description	Fund Title	
091545		12/5/2023	A-A Backflow Testing	175.00	Emergency Srevice Call - Clean and flush the backflow device	General Fund	100
091546		12/5/2023	Abila	5,449.97	Maintenance and Support M&S 09/02/23-09/01/24	General Fund	100
091547		12/5/2023	ACC Business	824.22	Internet Services From 10/11/23-11/10/23	General Fund	100
091548		12/5/2023	Alta Environmental	4,570.65	Professional Services- October 2023	Measure W Safe Clean Water Program Fund	280
091549		12/5/2023	Amazon Capital Services	167.14	Building and Planning- Office Supplies	General Fund	100
091550		12/5/2023	Modern IT, Inc. dba Advanced Microcomputing Concepts, Inc.	4,251.25	City of Maywood - Device Modernization (#AMCQ3615)	General Fund	100
091551		12/5/2023	California Consulting Inc.	3,500.00	Grant Writing Consulting Services- December 2023	General Fund	100
091552		12/5/2023	CivicPlus, LLC	755.63	Municode Pages Update	General Fund	100
091553		12/5/2023	Claudia Zavala	27.38	Reimbursement -City Event Tree Lighting Decor	General Fund	100
091554		12/5/2023	Crosstown Electrical & Data Inc.	3,392.01	City's Street Preventive Maintenance-November 2023	Street Lighting Fund	251
091555		12/5/2023	Dapeer, Rosenblit & Litvak, LLP	326.60	Municipal Code Enforcement Professional Services- 10/10/23-1	General Fund	100
091556		12/5/2023	Diana Cho & Associates	1,540.00	CDBG Code Enforcement Consulting - October 2023	CDBG	243
		12/5/2023	Diana Cho & Associates	1,188.00	CDBG Code Enforcement Consulting - September 2023	CDBG	243
		12/5/2023	Diana Cho & Associates	1,452.00	Consulting Services Sidewalk Rehabilitation Project Septemb	CDBG	243
		12/5/2023	Diana Cho & Associates	1,320.00	Consulting Services Sidewalk Rehabilitation Project	CDBG	243
091557		12/5/2023	Diana Joana Arechiga	3,333.00	Community Benefit Fund - Heliotrope Ele. Art Teacher invoice	General Fund	100
091558		12/5/2023	Marco Tulio Mancia Caballero dba Elim HVAC	450.00	Air Conditioner - Service Call at Sheriff Station - recharge	General Fund	100
091559		12/5/2023	Hardy & Harper, Inc.	929,801.07	Pavement Rehabilitation Program FY 22-23	Measure R Transit Fund	224
		12/5/2023	Hardy & Harper, Inc.	1,250,000.00	Pavement Rehabilitation Program FY 22-23	Measure M Transit Fund	225
091560		12/5/2023	HdL Software LLC	1,282.62	New Accounts Processed- October 2023	General Fund	100
091561		12/5/2023	Home Depot Commercial Acct Pro	1,158.37	Building Janitorial Supplie 11/29/23 CAL Recycle	General Fund	100
091562		12/5/2023	Hub Cities Career Center Corporation	25,786.15	Invoice for COM-PO2324-464 Maywood Youth Workforce Developme	Federal / State / County Grants	261

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Check No.	Prepaid	Date	Vendor Name	Check Amount	Transaction Description	Fund Title	
091563		12/5/2023	Innovative Fence Inc.	1,683.00	Reweld metal door shut at City own property (5110 Disterict	General Fund	100
091564		12/5/2023	JMG Security System	10,924.00	Installation of two new security cameras at the YMCA/Maywood	General Fund	100
091565		12/5/2023	Just Printing	319.73	Decal work for glass door at City Hall and Sheriff Station	General Fund	100
		12/5/2023	Just Printing	496.12	Tree Lighting Event - Backdrop Banner for pictures	General Fund	100
091566		12/5/2023	KOA Corporation	6,974.23	KOA Corporation Professional Services 7/29/23-8/25/23	Federal / State / County Grants	261
		12/5/2023	KOA Corporation	12,339.04	KOA Corporation Professional Services 8/26/23-9/29/23	Federal / State / County Grants	261
		12/5/2023	KOA Corporation	31,086.05	KOA Corporation Professional Services 9/30/23-11/24-23	Federal / State / County Grants	261
091567		12/5/2023	L.B. Johnson Hardware #1	13.13	Padlocks for gates, doors, etc	General Fund	100
		12/5/2023	L.B. Johnson Hardware #1	337.26	Tree Lighting Event - decoations	General Fund	100
091568		12/5/2023	Lucio Uribe	1,000.00	C&D Recycling Compliance Measure Deposit Return	General Fund	100
091569		12/5/2023	Tri-City Mutual Water Company	46.90	5000 Slauson Ave. 11/1/23-11/30/23	General Fund	100
		12/5/2023	Tri-City Mutual Water Company	995.50	5950 Walker Ave 11/1/23-11/30/23	General Fund	100
091570		12/5/2023	Metro Transit Services	37,911.12	Public Transportation & Dail-A-Ride Service November 2023	Proposition A Transit Fund	221
091571		12/5/2023	Nancy Rodriguez	1,028.11	Hotel Travel Expense Reimbursement - CALPELRA Conference	General Fund	100
091572		12/5/2023	Nationwide Environmental Services	7,537.00	Street Sweeping Services for November 2023	Measure W Safe Clean Water Program Fund	280
091573		12/5/2023	North Star Landcare	5,755.75	Landscape Services for the City of Maywood November 2023	General Fund	100
		12/5/2023	North Star Landcare	4,075.50	Landscape Services for the City of Maywood November 2023	Gas Tax - 2103, 2105, 2107, 2106, 2107.5 Fund	212
091574		12/5/2023	Los Angeles County Department of Public Health	37.00	Backflow Prevention Facility ID. FA0020836 Fiscal 2023-2024	General Fund	100
		12/5/2023	Los Angeles County Department of Public Health	74.00	Backflow Prevention Facility ID. FA00208853 Fiscal 2023-2024	General Fund	100

City of Maywood
Check/Voucher Register - Warrant Register LM
From 11/28/2023 Through 12/5/2023

Check No.	Prepaid	Date	Vendor Name	Check Amount	Transaction Description	Fund Title	
		12/5/2023	Los Angeles County Department of Public Health	74.00	Backflow Prevention Facility ID. FA0323826 Fiscal 2023-2024	Gas Tax - 2103, 2105, 2107, 2106, 2107.5 Fund	212
		12/5/2023	Los Angeles County Department of Public Health	37.00	Backflow Prevention Facility ID. FA0323828 Fiscal 2023-2024	Gas Tax - 2103, 2105, 2107, 2106, 2107.5 Fund	212
		12/5/2023	Los Angeles County Department of Public Health	37.00	Backflow Prevention Facility ID. FA0323830 Fiscal 2023-2024	Gas Tax - 2103, 2105, 2107, 2106, 2107.5 Fund	212
		12/5/2023	Los Angeles County Department of Public Health	37.00	Backflow Prevention Facility ID. FA0323831 Fiscal 2023-2024	Gas Tax - 2103, 2105, 2107, 2106, 2107.5 Fund	212
		12/5/2023	Los Angeles County Department of Public Health	37.00	Backflow Prevention Facility ID. FA0323833 Fiscal 2023-2024	Gas Tax - 2103, 2105, 2107, 2106, 2107.5 Fund	212
		12/5/2023	Los Angeles County Department of Public Health	37.00	Backflow Prevention Facility ID. FA0323835 Fiscal 2023-2024	Gas Tax - 2103, 2105, 2107, 2106, 2107.5 Fund	212
		12/5/2023	Los Angeles County Department of Public Health	37.00	Backflow Prevention Facility ID. FA0323838 Fiscal 2023-2024	Gas Tax - 2103, 2105, 2107, 2106, 2107.5 Fund	212
		12/5/2023	Los Angeles County Department of Public Health	37.00	Backflow Prevention Facility ID. FA0323839 Fiscal 2023-2024	Gas Tax - 2103, 2105, 2107, 2106, 2107.5 Fund	212
091575		12/5/2023	QStar Technology LLC	63.33	Plug in charger for camera on Mayflower and Slauson	Gas Tax - 2103, 2105, 2107, 2106, 2107.5 Fund	212
091576		12/5/2023	Southern California Edison	2,002.21	Acct.#700405141156 Various Locations from 11/1/23-11/30/23	General Fund	100
		12/5/2023	Southern California Edison	7,871.73	Acct# 700405260081 Evertt Ave. 11/01/23-11/30/23	Gas Tax - 2103, 2105, 2107, 2106, 2107.5 Fund	212
		12/5/2023	Southern California Edison	2,566.07	Acct.#700405141156 Various Locations from 11/1/23-11/30/23	Gas Tax - 2103, 2105, 2107, 2106, 2107.5 Fund	212
		12/5/2023	Southern California Edison	11,670.45	Acct.#700405141156 Various Locations from 11/1/23-11/30/23	Street Lighting Fund	251
091577		12/5/2023	SR Window Tint Inc.	260.00	Tinting to the window glass doors at City Hall and Sheriff	General Fund	100
091578		12/5/2023	Stantec Planning & Landscape Architecture	10,740.50	Project #2042639600 Slauson Ave and Atlantic Blvd Congestion	Measure M Transit Fund	225
		12/5/2023	Stantec Planning & Landscape Architecture	26,822.50	Project #2042639600 Slauson Ave and Atlantic Blvd Congestion	Federal / State / County Grants	261
091579		12/5/2023	Staples Business Advantage	4,325.25	Office Supplies for all Departments	General Fund	100

City of Maywood
Check/Voucher Register - Warrant Register LM
From 11/28/2023 Through 12/5/2023

Check No.	Prepaid	Date	Vendor Name	Check Amount	Transaction Description	Fund Title	
091580		12/5/2023	SWRCB	3,746.00	Index No 552665 SWRCB Annual Permit Fee 07/01/23 to 06/30/24	General Fund	100
091581		12/5/2023	T-MOBILE	434.30	Cell Phone Services from 10/24/23-11/23/23	General Fund	100
091582		12/5/2023	Transtech Engineers Inc	10,770.00	230836 May Sidewalk-Curb Ramp ADA IMP CDBG FY22- 23 CMCI- Sep	CDBG	243
091583		12/5/2023	Willdan Engineering	9,847.50	City of Maywood-Code Enf October 2023	General Fund	100
Report Total				<u>3,838,627.38</u>			

AGENDA REPORT

CITY OF MAYWOOD



AGENDA ITEM NO. 5.

DATE: December 13, 2023

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: JENNIFER VASQUEZ, CITY MANAGER

BY: OKAN DEMIRCI, CITY ENGINEER

SUBJECT: ACCEPTANCE OF SIDEWALK REHABILITATION PROJECT FY 2022-2023 (CDBG)

RECOMMENDATION:

Staff recommends that the City Council:

1. Accept the project completion of the Sidewalk Rehabilitation Project FY 2022-2023 (CDBG) as performed by FS Contractors, Inc., for a total amount of \$140,689.75; and
2. Authorize the City Manager to file a Notice of Completion for the project with the County of Los Angeles Registrar-Recorder; and
3. Authorize the City Manager to release a retention payment of \$7,034.49 to FS Contractors, Inc. within 35 days following the recordation of the Notice of Completion.

BACKGROUND:

On June 28, 2023, the City Council awarded a public works contract totaling \$129,925.00 to FS Contractors, Inc. for the Sidewalk Rehabilitation Project FY 2022-2023 (CDBG). The project construction budget also includes a contingency budget of \$32,481.25 (25% of contract) for any unforeseen conditions as necessary. The total established construction budget was \$162,406.25.

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

DISCUSSION:

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

All required improvements were constructed in conformance with the approved plans and specifications. The work was performed within the contractually specified duration and to the City Engineer's satisfaction. Construction costs totaled \$140,689.75, which is within the approved construction budget.

LEGAL REVIEW:

The City Attorney has reviewed this report.

FISCAL IMPACT:

There is no fiscal impact with approving this report.

ATTACHMENT(S)

1. Notice of Completion - Sidewalk Rehabilitation Project FY 2022-2023

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

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

Free recording requested per Gov't Code 27383

Space above this line for Recorder's use

NOTICE OF COMPLETION

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

Notice is hereby given that:

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

	NAMES	ADDRESSES
NONE		

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

	NAMES	ADDRESSES
NONE		

7. A work of improvement on the property hereinafter described was completed on October 12, 2023.
The work was: Sidewalk Rehabilitation Project FY 2022-2023 (CDBG)

8. The name of the contract, if any, for such work of improvement was
FS Contractors, Inc. August 13, 2023
(IF NO CONTRACTOR FOR WORK OF IMPROVEMENT AS A WHOLE, INSERT 'NONE') (DATE OF CONTRACT)

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

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

Dated: _____
(NAME)

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

VERIFICATION

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

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

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

AGENDA REPORT

CITY OF MAYWOOD



AGENDA ITEM NO. 6.

DATE: December 13, 2023

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: JENNIFER VASQUEZ, CITY MANAGER

BY: MOHAMMAD MOSTAHKAMI, PE

SUBJECT: CONSIDERATION OF PROPOSED TEEN CENTER IMPROVEMENT PROJECT CONCEPT AT 4801 SLAUSON AVENUE AND AUTHORIZATION OF THE CITY MANAGER TO FORMALLY ADVERTISE A REQUEST FOR PROPOSALS FOR PREPARATION OF DESIGN PLANS AND SPECIFICATIONS AND ENGINEERING ESTIMATE TO BE RELEASED

RECOMMENDATION:

Staff recommends that the City Council:

1. Receive and file a Presentation on the Proposed Teen Center Improvement Project Concept by IDS Group Inc. and,
2. Authorize the City Manager to formally advertise a Request for Proposals (RFP) for the City's Proposed Teen Center Improvement Project at 4801 Slauson Avenue.

BACKGROUND:

The City-owned property located at 4801 Slauson Avenue (8,188 square feet) has been vacant for some time and during the recent budget process, City Council appropriated funds for a concept drawing to be developed for a new Teen Center. The property is also proposed to house the Best Buy Teen Tech Center, which by grant requirements is to be a minimum of 1,300 square feet (including a music studio and an inner-office for staff). The center must be located in a dedicated, separate area that can secure and safely house high-end equipment contained therein.

DISCUSSION:

IDS Group, through Transtech Consulting Engineers, the City's Contract consulting Engineer, commenced preparation of a concept plan for the new Teen Center. The concept plan reflecting Best Buy and City's input is being proposed. Best Buy Teen Tech Center grantors may have additional small, non-substantive revisions in accordance to their grant guidelines for the proposed concept plan.

The non-operational building will be renovated, remodeled, and repurposed for teen-focused uses and activities. The building façade will be renovated, and this renovation will include the installation of new energy-saving doors and windows. The existing monument sign will be updated to align with the Teen Center's use. The Teen Center will provide a venue for activities that focus on constructive community-building/socialization and active learning opportunities in the realms of technology, such as IT, 3D printing, etc. and healthy food and nutritional life skills. Improvements outside the building will include parking, outdoor

gathering spaces, and new landscape plantings.

IDS Group will make a presentation of the concept plan at the City Council meeting. A copy of the presentation material is attached. To proceed with the design phase of the project, a Request for Proposals (RFP) for preparation of design plans and specifications and engineering estimate has been prepared and ready to be released.

Staff recommends that City Council at the conclusion of the presentation receive and file the presentation and authorize the City Manager to release the RFP.

LEGAL REVIEW:

The City Attorney has reviewed this report.

FISCAL IMPACT:

The estimated cost of the project is \$2.8 Million. The cost of design phase is not known currently. Staff will return to City Council for allocation of funds for the design phase and project management at a later time.

ATTACHMENT(S)

1. RFP for Design Services of the Maywood Teen Center Improvement Project
2. 2023 Maywood Teen Center Conceptual Design



City of Maywood
Request for Proposals
to Provide Engineering Services
for the Preparation of PS&E (Plan, Specifications
and Estimates)
for
Maywood Teen Center Improvement Project

PROPOSALS MUST BE RECEIVED NO LATER THAN **3:00 P.M.,
January 18, 2024,** AND SHALL BE SUBMITTED IN SEARCHABLE
PDF FORMAT ON PLANETBIDS

Date of Issuance: December 18, 2023

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I. PURPOSE

The purpose of this Request for Proposals (RFP) is to select the most-qualified Consultant to Provide Engineering Services for the Preparation of PS&E (Plan, Specifications and Estimates) for the Maywood Teen Center Improvement Project. The Plans will include but not limited to Architectural, Structural, Electrical, Mechanical, Plumbing, other necessary Building plans, and Geotechnical Studies if needed. The City wishes to obtain engineering services under a Professional Services Agreement. The City will award no more than one contract on a not-to-exceed basis.

II. BACKGROUND

The scope of project includes but not limited to the renovation, remodeling, and repurposing of a non-operational Building to a Teen Center. The building façades will be renovated, and this renovation will include the installation of new energy-saving doors and window. The existing monument sign will be updated to align with the Teen Center use. The Teen Center uses will provide a venue for activities that focus on constructive community-building/socialization and active learning opportunities in the realms of technology such as IT, 3D printing, etc. and healthy food and nutritional life skills. Outside of the building will be improved for parking, outdoor gathering spaces, and new landscape plantings.

See Attachment 2 – Conceptual Plans for a copy of the conceptual plans.

III. SCOPE OF SERVICES

The goal of this RFP is to retain a qualified architectural firm to prepare the plans for the complete renovation and upgrade of the building, including, but not limited to, architectural, structural, seismic, mechanical, electrical, plumbing, HVAC, solar, new roofing system, fire sprinklers, façade, utilities, interior spaces, and all necessary code compliance improvements for the entire building. The scope also includes façade enhancement/improvements, and necessary improvements to the existing parking lot, parking stalls, ingress/egress, and adjacent sidewalk areas consistent with the attached Concept Plans.

The following scope of services is provided as general guidance to the proposers. The proposers shall provide their approach and a detailed scope of work and tasks how to accomplish the City's goal in the most efficient and cost-effective manner.

- 1. PS&E Phase Services:** All necessary architectural and engineering services to prepare a complete PS&E bid package, which is approved by all involved jurisdictional and regulatory agencies and is ready for construction bidding. Various tasks to be performed include, but not necessarily limited to:
 - Obtain and review all existing available information related to the project (City will

provide existing available building plans). The consultant shall conduct any reviews, surveys and investigations, and prepare a complete PS&E Bid Package.

- Design Development. Prepare Design Development Plans. Provide building and site plan designs including color renderings for presentations, geometric plans and profiles, exhibits or cross sections, landscape, site and building architecture, sustainable features, engineering, drainage, surveys, and site utilities. Identify and prepare data, plans and exhibits, applications and documents as needed to obtain all necessary permits and approvals from all applicable regulatory and compliance agencies.
- The PS&E design shall include providing all necessary services and preparing all necessary plans required for the construction of the project in all detail. The consultant shall be responsible for all consulting services, and any and all aspects of the project necessary to develop a complete PS&E bid package ready for bidding. The consultant shall also prepare complete technical specifications for the project. The City will provide Administrative Section of the Specifications.
- Provide detailed construction cost estimate for the project as designed in an itemized "schedule of values" format.
- Provide a preliminary construction schedule.
- The plans prepared by the consultant will be reviewed and approved by City's Building Department and Fire Department. Consultant shall be responsible for necessary coordination for processing the plan review and approvals and make any corrections for comments received and resubmit plans for approvals as necessary, until final approval of plans is received. Consultant shall also coordinate any other review and approvals as necessary by any other regulatory agencies, coordinate with serving utilities for necessary utility relocations and services, and approvals, and show such work on the plans. The consultant shall coordinate with the City's Planning and Building & Safety Department, and ensure the final plans include the City's input and comments.
- During the concept development and PS&E phase the consultant shall assume the following meetings:
 - Monthly progress meetings with the City staff.
 - Up to 2 presentations to the City Council. (Please include this item as a separate task)
- The consultant shall be responsible for preparing necessary presentation materials for the meetings.
- Consultant shall prepare Environmental Documents consistent with CEQA guidelines. (Please include this item as a separate task)

In summary, the consultant shall be responsible for all aspects of preparing and submitting a complete PS&E Bid Package, through environmental clearance and approved by all required agencies and ready for bidding.

2. Bidding Phase Services: All necessary services, including but not limited to:

- Attending pre-bid meeting (1 assumed).
- Responding to bidder's questions.
- Review bid costs/schedule of values of 3 low bidders and inform City if the costs are in line with estimates.

3. Construction Phase Services: Support services as necessary, including but not limited to:

- Providing support to City's Construction Manager to answer questions and clarifying items which relate to the PS&E package prepared by the consultant.
- When requested, reviewing and approving shop drawings to be submitted by the contractor as per the PS&E package.
- When requested, attending monthly construction meetings with the City's Construction Manager, contractor, and other involved parties.
- When requested, reviewing contractor change order requests, and providing necessary information to the City's Construction Manager as they relate to the consultant's design.
- When requested, attending Conducting project walk-throughs and assisting in preparation of punch list(s).

Commissioning: The City will not require a formal commissioning process for this project. However, if the City later decides to require formal commissioning process based on initial design development, the City will request a scope and fee from the selected Consultant.

Generally, scope of work for commissioning would include coordinating and scheduling commissioning plan in compliance with the design plans for full documentation of building commission, including, but not limited to, initiation, testing, operations and record documentation of all building systems. Commissioning during construction phase should achieve the following objectives:

- Verification that all applicable equipment and systems are installed according to manufacturer's recommendations and to industry accepted standards and receive final operational checkout by installing contractors.
- Verification and documentation that all equipment and systems perform according to the design intent and the contract documents.

- Verification that operations and maintenance documentation for all equipment and systems is complete and provided to owner.
- Verification that the owner's operating personnel are trained.
- Coordination of contractor's documentation and provide appropriate documentation of commissioning plan to all parties.

IV. SCHEDULE

	<u>Deadlines</u>
Release of Requests for Proposals	December 18, 2023
Submittal of Questions	January 5, 2024, by 3:00 pm
Response to Questions	January 9, 2024
Proposal Due Date	January 18, 2024, by 3:00 pm
Proposal Review/Evaluation	January/February 2024
Interview (if required)	February 2024
Tentative City Council award	February/March 2024
Tentative Start date	March 2024

* These dates are anticipated and may change.

V. QUESTIONS

All inquiries regarding this request must be submitted to PlanetBids. City will post responses to questions on PlanetBids.

VI. SUBMITTAL PROCEDURES

Submittals shall comply with all conditions, requirements and specifications contained herein, with any departure rendering the proposal non-responsive and may serve as grounds for rejection of the proposal at the City's sole discretion. The submittal shall contain the name of this RFP.

Proposals shall be submitted in searchable pdf format on PlanetBids.

Please address the Proposals to:
 City of Maywood
 Attention: Jennifer Vasquez, City Manager
 4319 Slauson Avenue
 Maywood, CA 90270

Separate files shall be submitted for Technical and Fee Proposals.

Please use the following Title for Technical Proposal:

TECHNICAL PROPOSAL, A&E SERVICES, MAYWOOD TEEN CENTER IMPROVEMENT PROJECT

Please use the following Title for Fee Proposal:

FEE PROPOSAL, A&E SERVICES, MAYWOOD TEEN CENTER IMPROVEMENT PROJECT

Submittals received after the specified date and time will be considered late and will not be considered for further evaluation.

VII. SUBMITTAL FORMAT

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

A. WORK PROPOSAL

1. Cover Letter

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

2. Table of Contents

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

3. Experience and Qualifications
 - a. Describe the Respondent, its size and organization, the number and location of offices, and general operational structure, as well as its management and key personnel. Provide a description of the Respondent's Respondent, its size and organization, the number and location of offices and general operational structure. Include a discussion demonstrating that the Respondent has the resources (financial, equipment, labor and capacity) available to provide services under this RFP from the first day at the start of the work.
 - b. At a minimum, Respondent should have at least five (5) years of consecutive experience.
 - c. Provide at least five references that received similar services from Respondent at a minimum over the last five years. Include name of organization, contact name, telephone number and email address.
 - d. Demonstrate the qualifications of all personnel to be assigned to the City, including key personnel, by providing resumes and/or relative experience summaries describing their education, credentials, licensing, training and related experience and their proposed roles for this contract.
 - e. Provide an organization chart of the proposed team, including a contingency plan should a member of the proposed team be unable to fulfill their responsibilities.
 - f. Respondent shall hold the required license(s) to perform the work and provide proof of required license for itself and its personnel.
4. Approach to Scope of Services
 - a. This section should set forth a comprehensive description of the approach to providing the Scope of Services and should clearly demonstrate an understanding of the City's requirements, the work to be done and the objectives to be accomplished.
 - b. Provide a description of the work plan for the services describing how each task under the Scope of Services will be accomplished. This may be used as an Exhibit for the Scope of Services to the agreement.
 - c. Provide any other information or tasks that Respondent believes necessary to complete the Scope of Services.
5. Schedule
 - a. Provide a detailed project schedule showing tasks and durations. The final completion date of the schedule shall be the time duration from the date of City's authorization to proceed that the consultant commits to have the PS&E Bid Package ready for construction bid advertisement.

- b. Show the review durations by City and any other agencies with your estimated duration allocations. Assume 3 review durations for City and LA County Fire Department. Show the time that the Consultant will take to make necessary revisions to the plans per the comments received from City and Fire Department. Indicate any critical paths. The City prefers the schedule to be prepared on MS Project, but, other similar schedule formats are acceptable. City's goal is to have the PS&E Bid Package ready for construction bid advertisement within approximately 6 months or sooner of City's Notice to Proceed to the selected consultant.

B. COST PROPOSAL

The Cost Proposal shall be submitted in a separate sealed envelope.

Fee shall be provided in detail per each task identified on this RFP, including staff hours, hourly rates, and any subconsultant cost (if applicable). If subconsultant is proposed, provide the same detail with hours and hourly rates.

VIII. AGREEMENT FOR PROFESSIONAL SERVICES

The City of Maywood's Agreement for Professional Services (Attachment 1) is included for review and comment. The Respondent's submission of a proposal indicates Respondent's compliance of such terms, unless the proposal indicates that compliance is not possible. Proposed revisions should be addressed in the cover letter, however, the City maintains discretion to accept or reject the Respondent's request for revisions. The City reserves the right to make any revisions to the proposed professional services agreement.

IX. GENERAL ADMINISTRATIVE INFORMATION

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

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

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

The City reserves the right to accept, reject, modify or cancel in whole or in part, this RFP. The City reserves the right to accept or reject any or all proposals, negotiate modifications to proposals that it deems acceptable, to request and consider additional information from any proposer, and to waive irregularities and technical defects in the proposal process, all in its sole discretion. The City has no obligation, express or implied, to make an award. The City may reject proposals from Respondents who cannot satisfactorily provide the experience and qualifications required by this RFP and/or provides the scope of services required herein. The City reserves the right to seek new proposals when it determines that it is in the best interest to do so.

X. SUBMITTAL DUE DATE

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

XI. SELECTION PROCESS

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

The City will be the sole and exclusive judge of quality and compliance with proposal specifications in any of the matters pertaining to this RFP. The City's final selection will not be dictated on any single factor or criteria including price. The City reserves the right to award the contract(s) in any manner it deems to be in the best interest of the City and

make the selection based on its sole discretion, notwithstanding the criteria set forth herein, including negotiating with one or more of the Respondents for the same services. City will evaluate the proposals provided in response to this RFP based on the following criteria:

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

XII. AUTHORITY TO WITHDRAW

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

XIII. AWARD OF CONTRACT

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

XIV. ATTACHMENTS

Attachment 1. Form Professional Services Agreement

Attachment 2. Conceptual Plans

ATTACHMENT 1

Form Professional Services Agreement

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("Agreement") is dated _____, 20__ ("Effective Date") and is between the City of Maywood, a California municipal corporation ("City") and _____ ("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 _____.

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 _____ (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.

Ver. 3/2020

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.

H. 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 _____, 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, _____, 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 \$_____, which includes expenses and additional services (if any) during the term of this Agreement ("Maximum Compensation").

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

Unauthorized Services and Expenses. City will not pay for any services not specified in the Scope of Services, unless the City Council or the City Representative, if applicable, and the Consultant Representative authorize such services in writing prior to Consultant's performance of those services or incurrence of additional expenses. Any additional services or expenses authorized by the City Council or the City Representative

shall be compensated at the rates set forth in **Exhibit B**, or, if not specified, at a rate mutually agreed to by the Parties. City shall make payment for additional services and expenses in accordance with Section 4 of this Agreement.

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 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, 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.

4) ☐ 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:

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:

NAME OF CONSULTANT

By: _____
Frank Garcia
Mayor of the City of Maywood

By: _____
Name: _____
Title: _____

ATTEST:

By: _____
Andrea Aguilar, City Clerk

APPROVED AS TO FORM:

By: _____
Roxanne Diaz, City Attorney

EXHIBIT A

SCOPE OF SERVICES

A-1

EXHIBIT B

COMPENSATION

B-1

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.

ATTACHMENT 2

Conceptual Plans

ATTACHMENT 2

Conceptual Plans

MAYWOOD TEEN CENTER CONCEPT



MAYWOOD TEEN CENTER
4801 SLAUSON AVENUE, MAYWOOD, CA 90270

CLIENT SUBMITTAL





STRUCTURAL ACOUSTIC ROOF DECK



SKYLIGHT & SOLAR ROOF SYSTEM



INTERIOR CONCEPT



COOKING CLASS



TECH CENTER & LEARNING SPACE



SOCIALIZING



KITCHEN

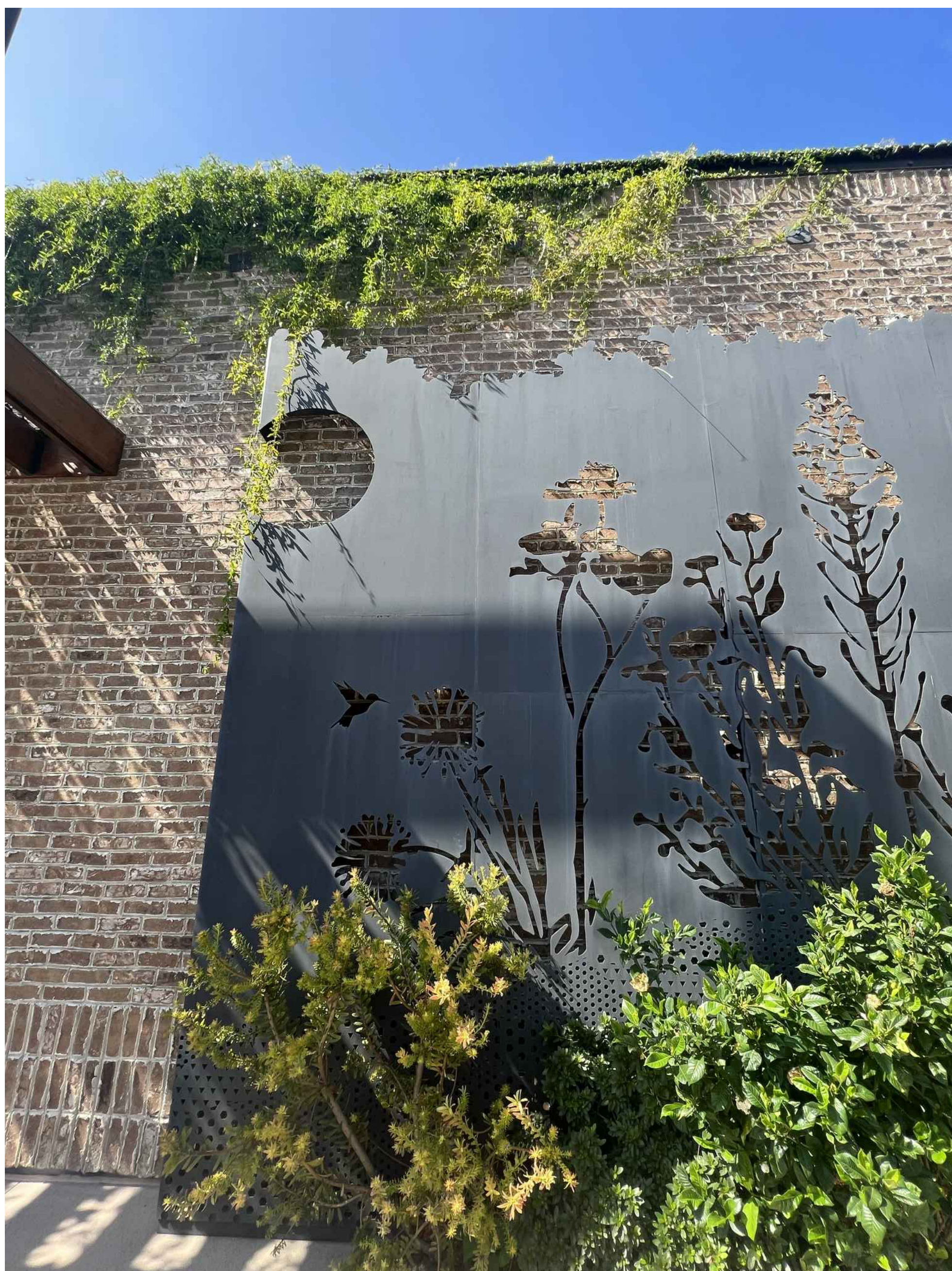


LEARNING EXHIBITION CENTER



STUDY ROOM / CONFERENCE ROOM

EXTERIOR CONCEPT



LASER CUT METAL SHEET



LASER CUT METAL SHEET SCREEN



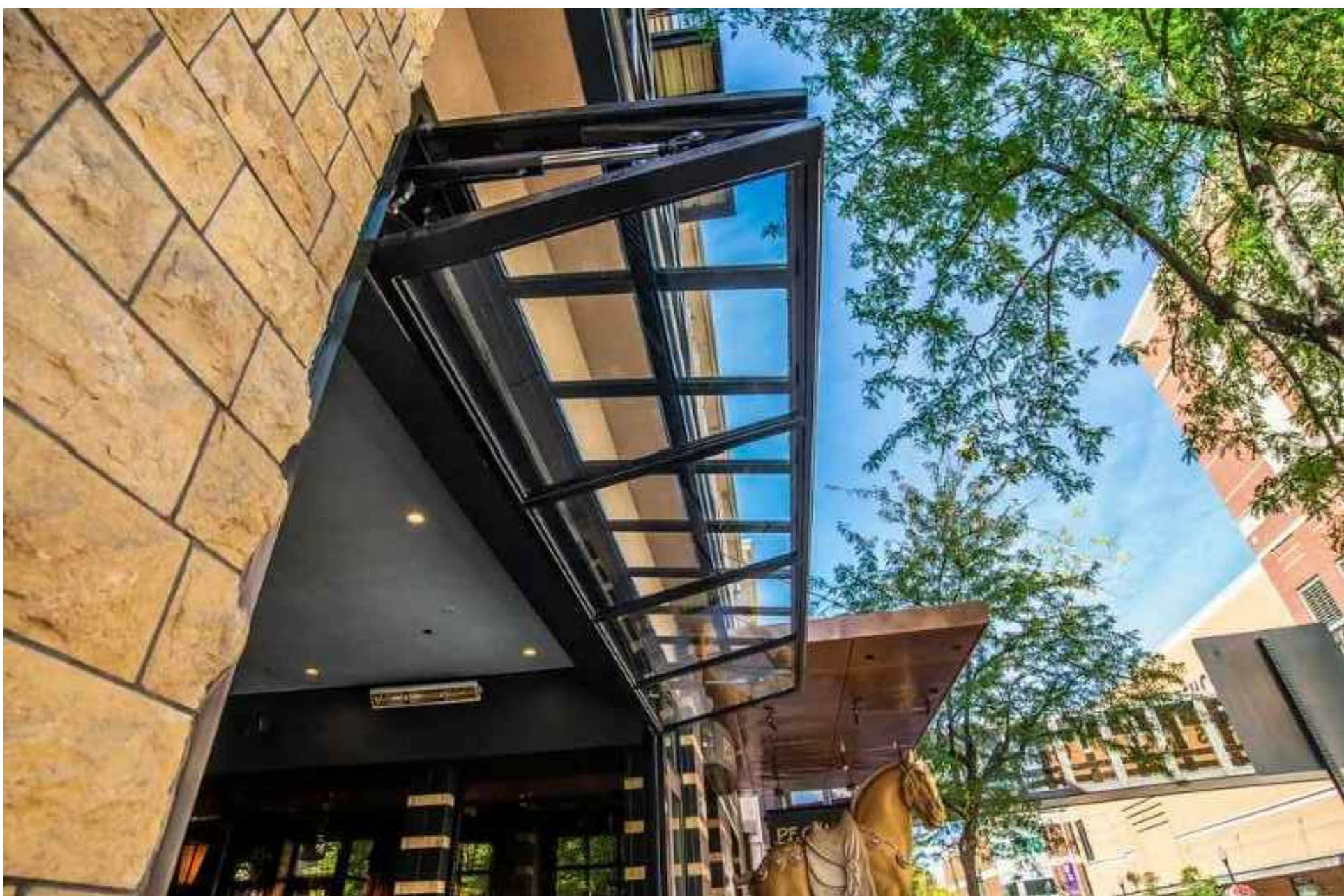
ROLL UP DOOR



TALL MURAL WALL



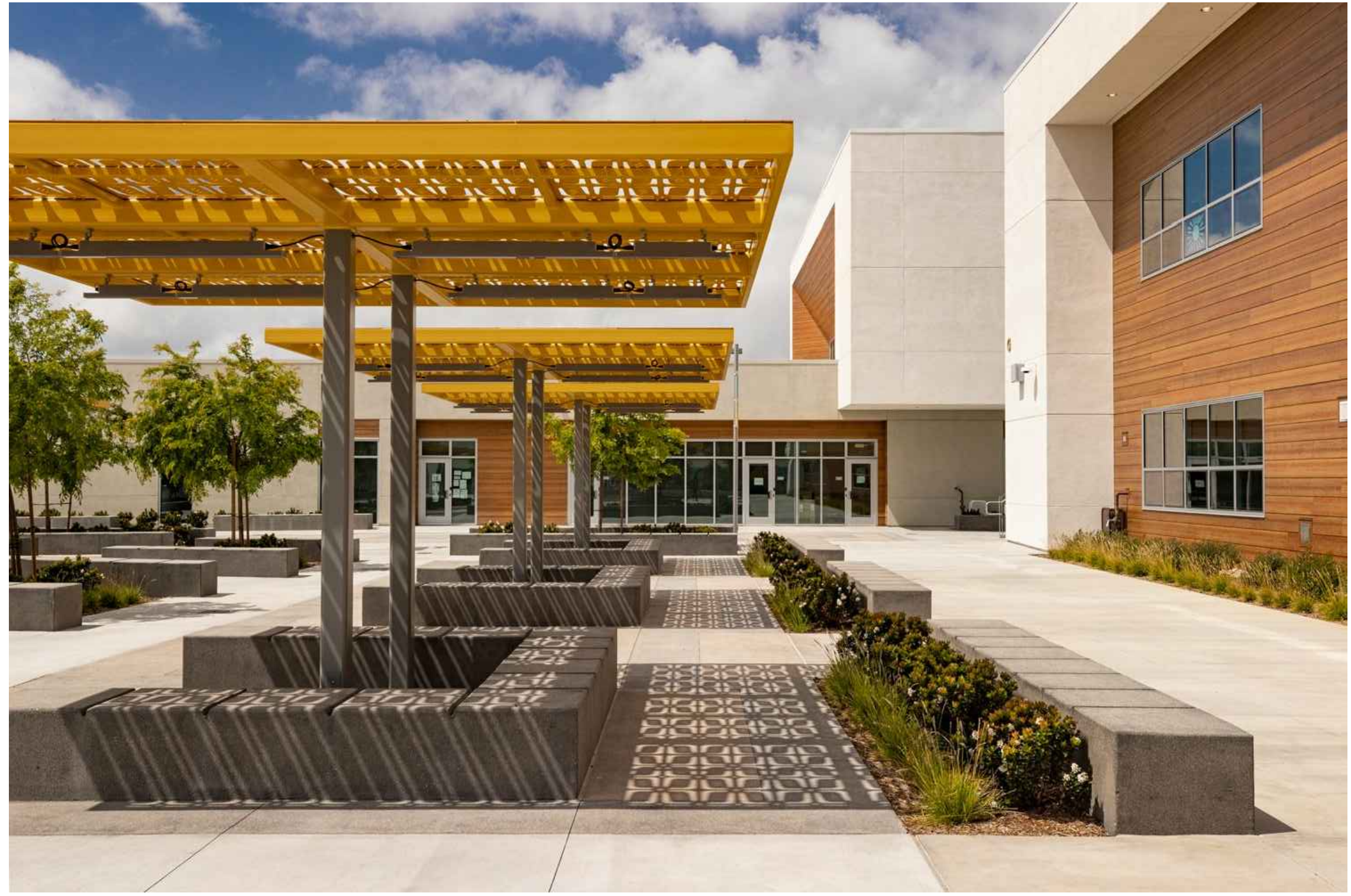
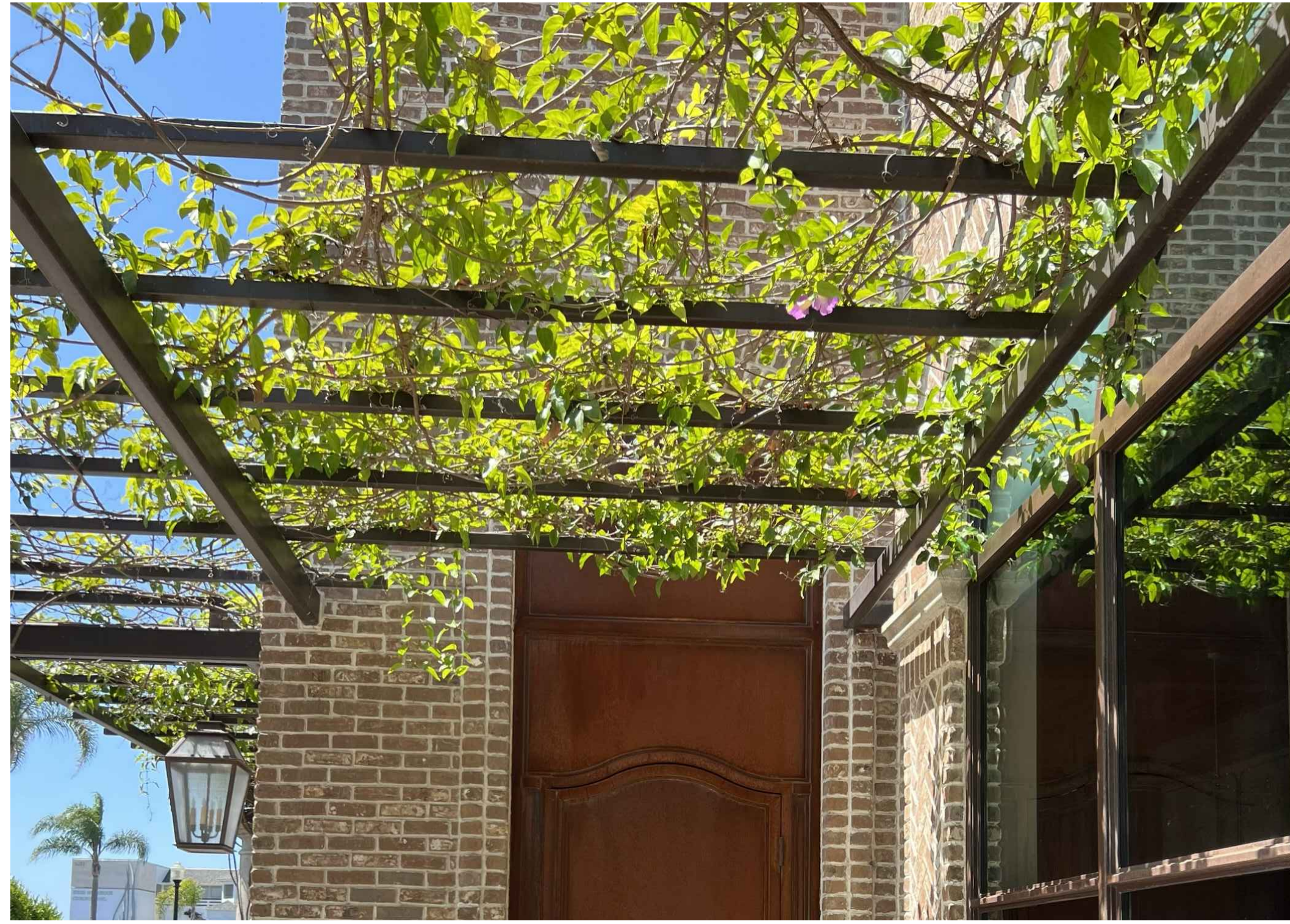
LASER CUT METAL SHEET FOR FACADE & FENCE IDEA



FOLDING DOOR

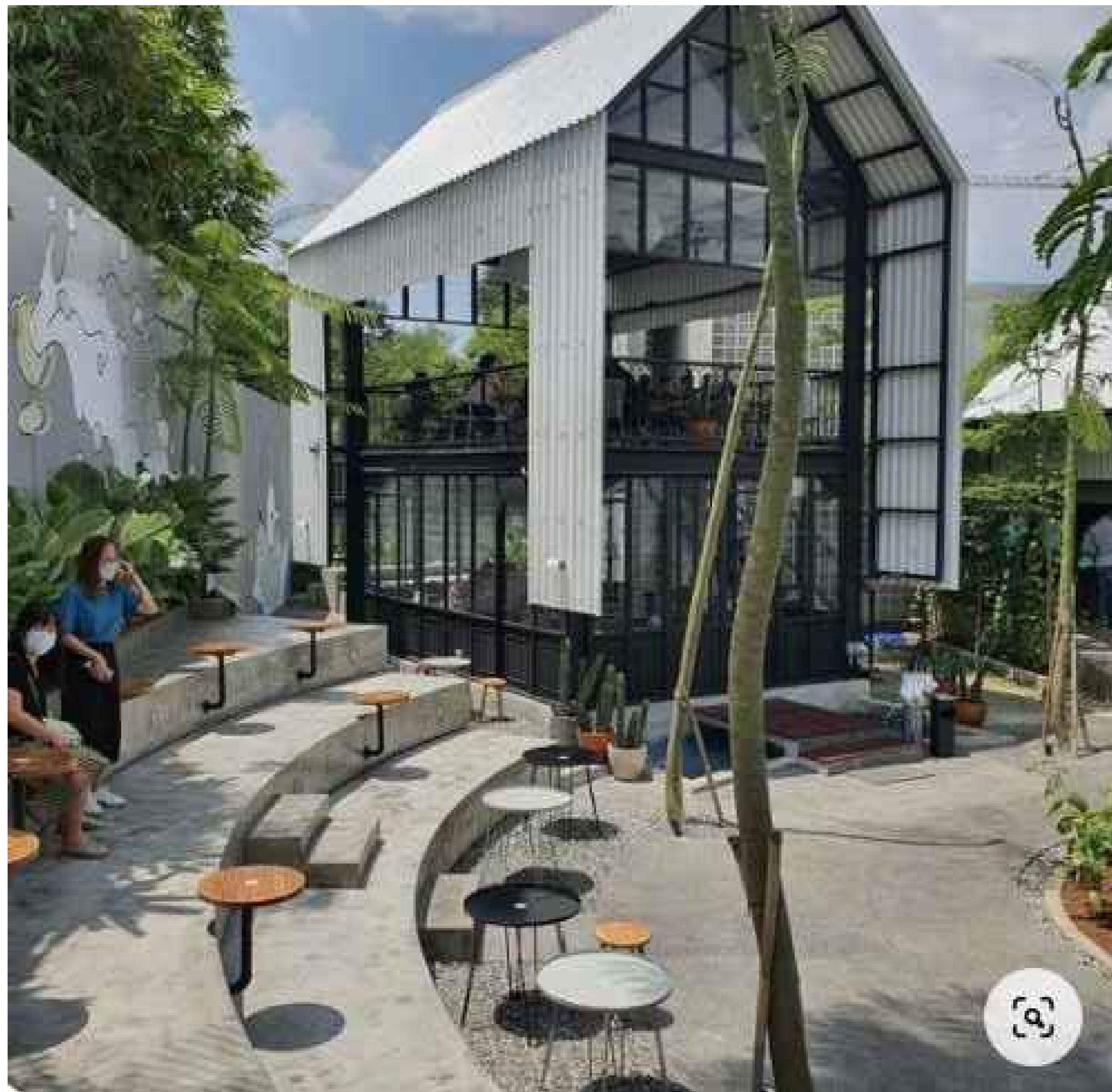


CANOPY



CANOPY

LANDSCAPE CONCEPT



AMPHITHEATER SEATING



CONCRETE & METAL SCREEN IDEAS



SWEETBAY LAUREL



HESPERALOE

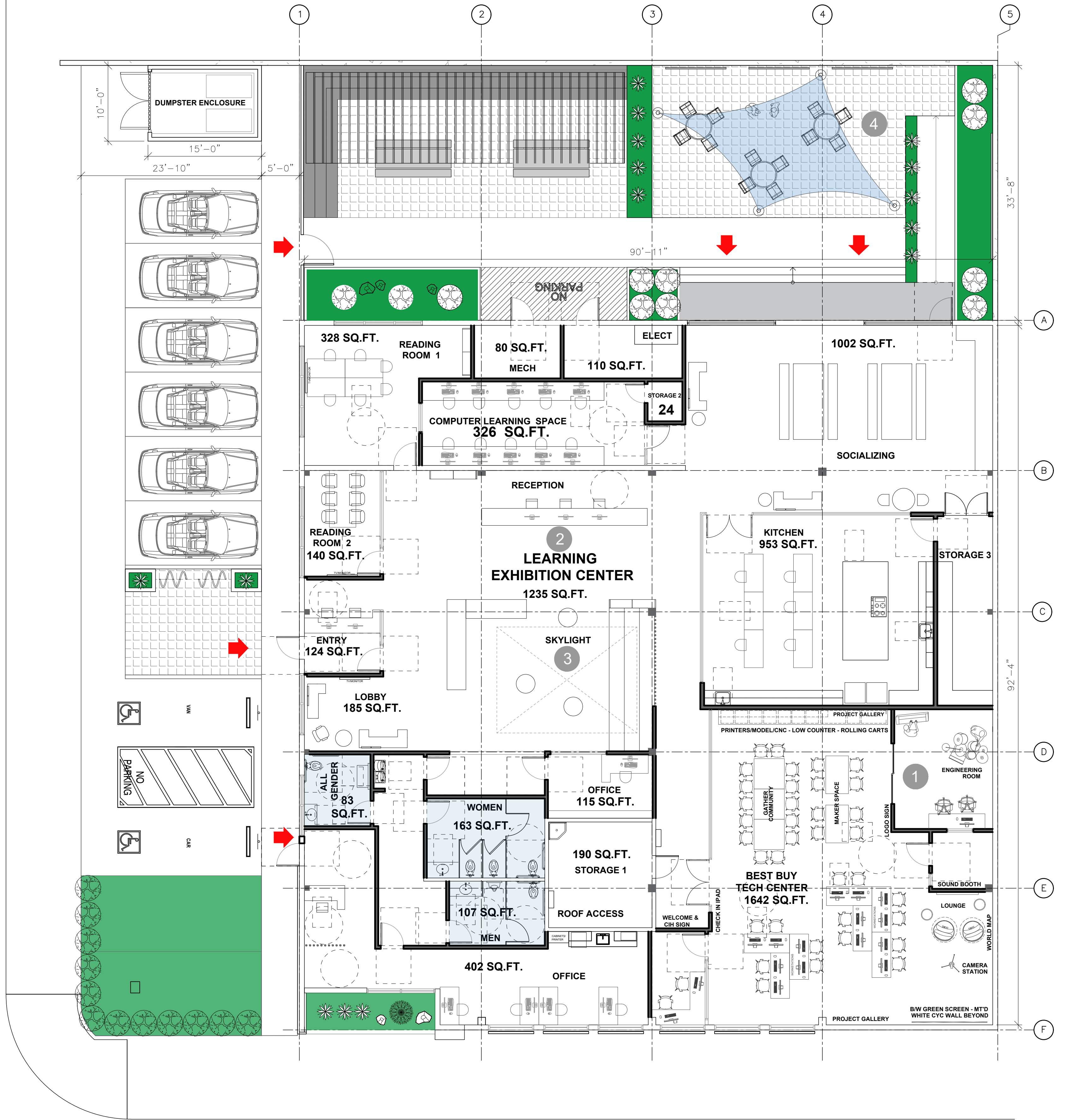


VERBENA DE LA MINA

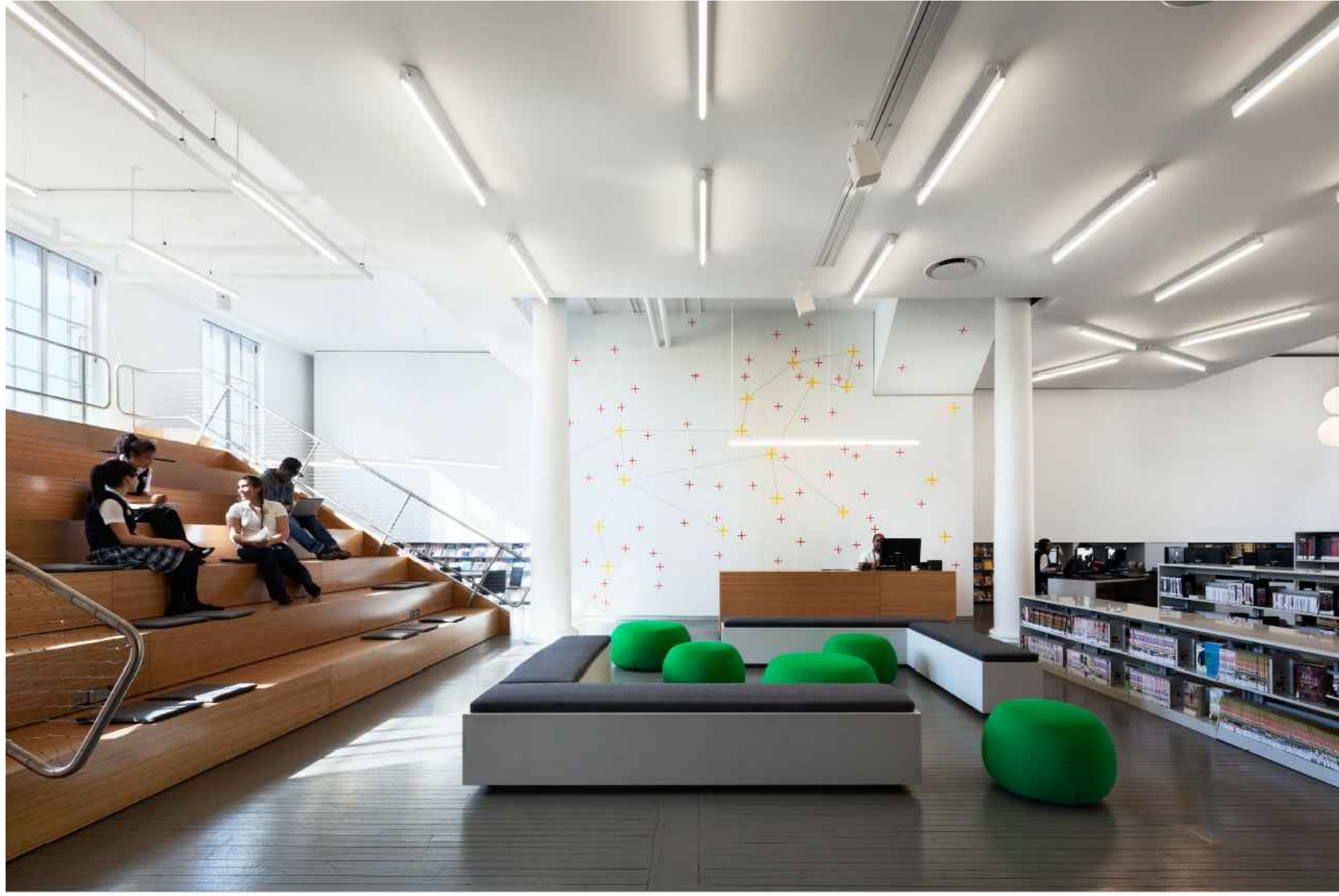
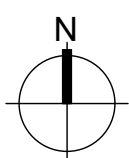
FLOOR PLAN



HELIOTROPE AVENUE



SLAUSON AVENUE

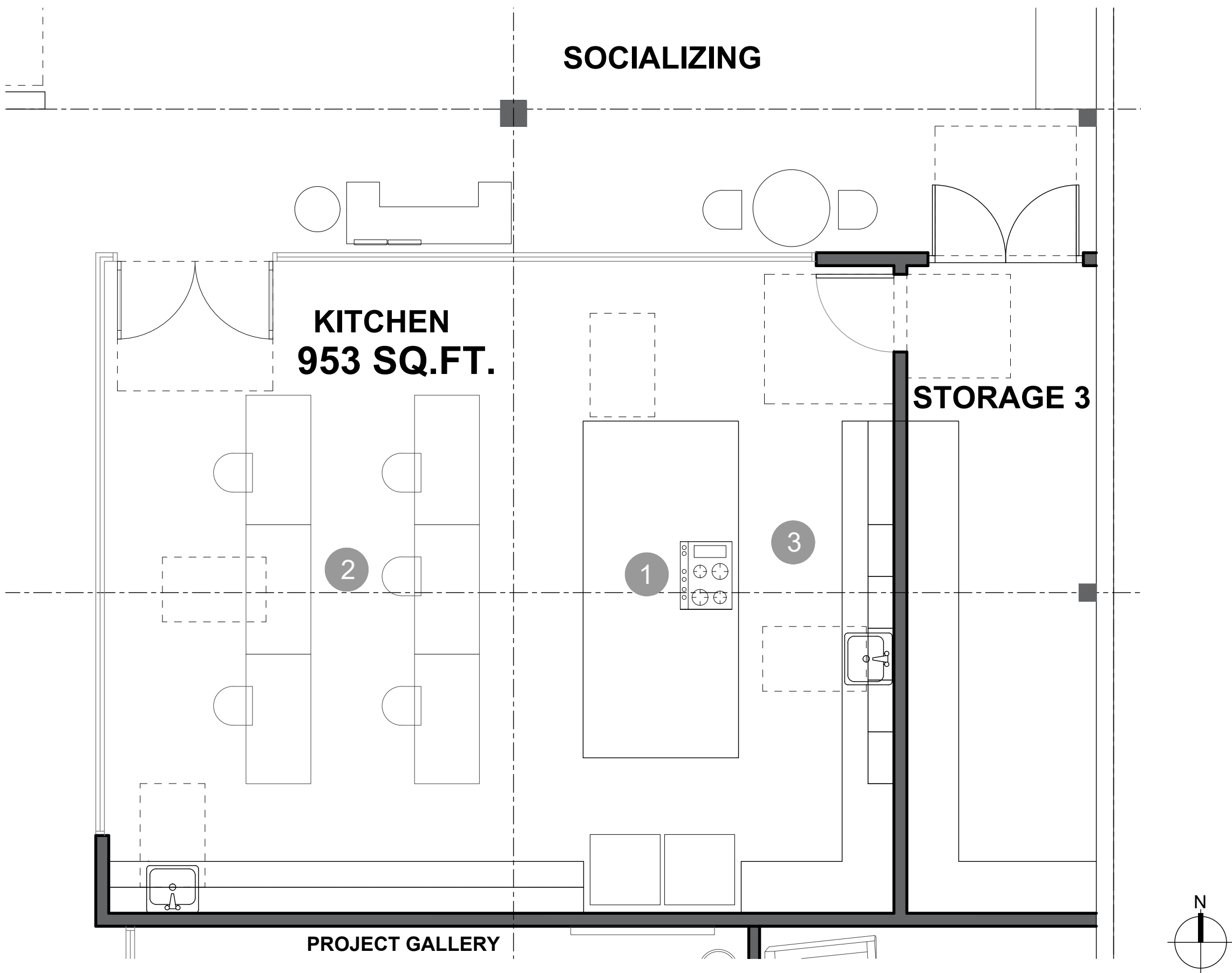


MAYWOOD TEEN CENTER
4801 SLAUSON AVENUE, MAYWOOD, CA 90270

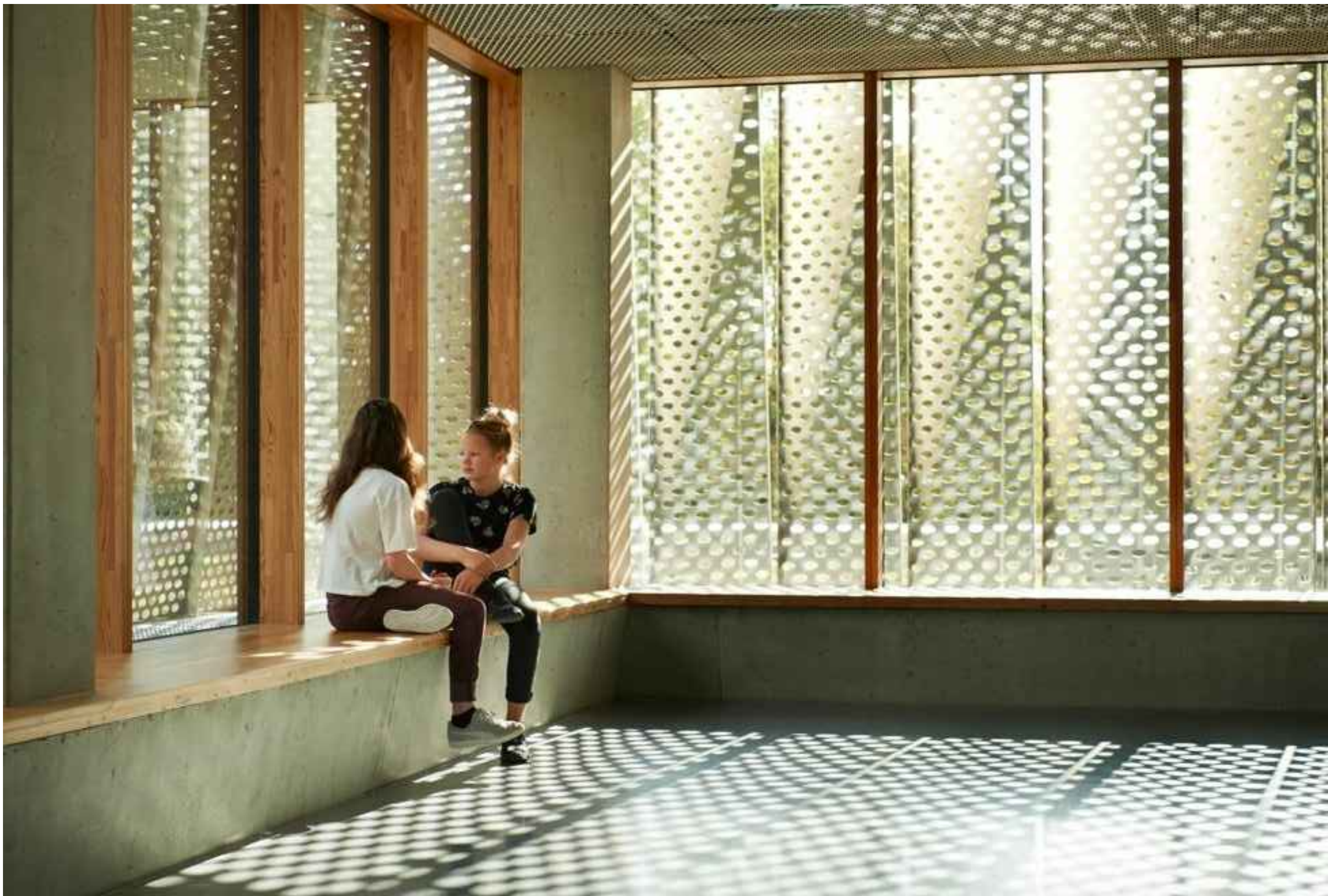
CLIENT SUBMITTAL



KITCHEN / COOKING CLASS



SOCIALIZING



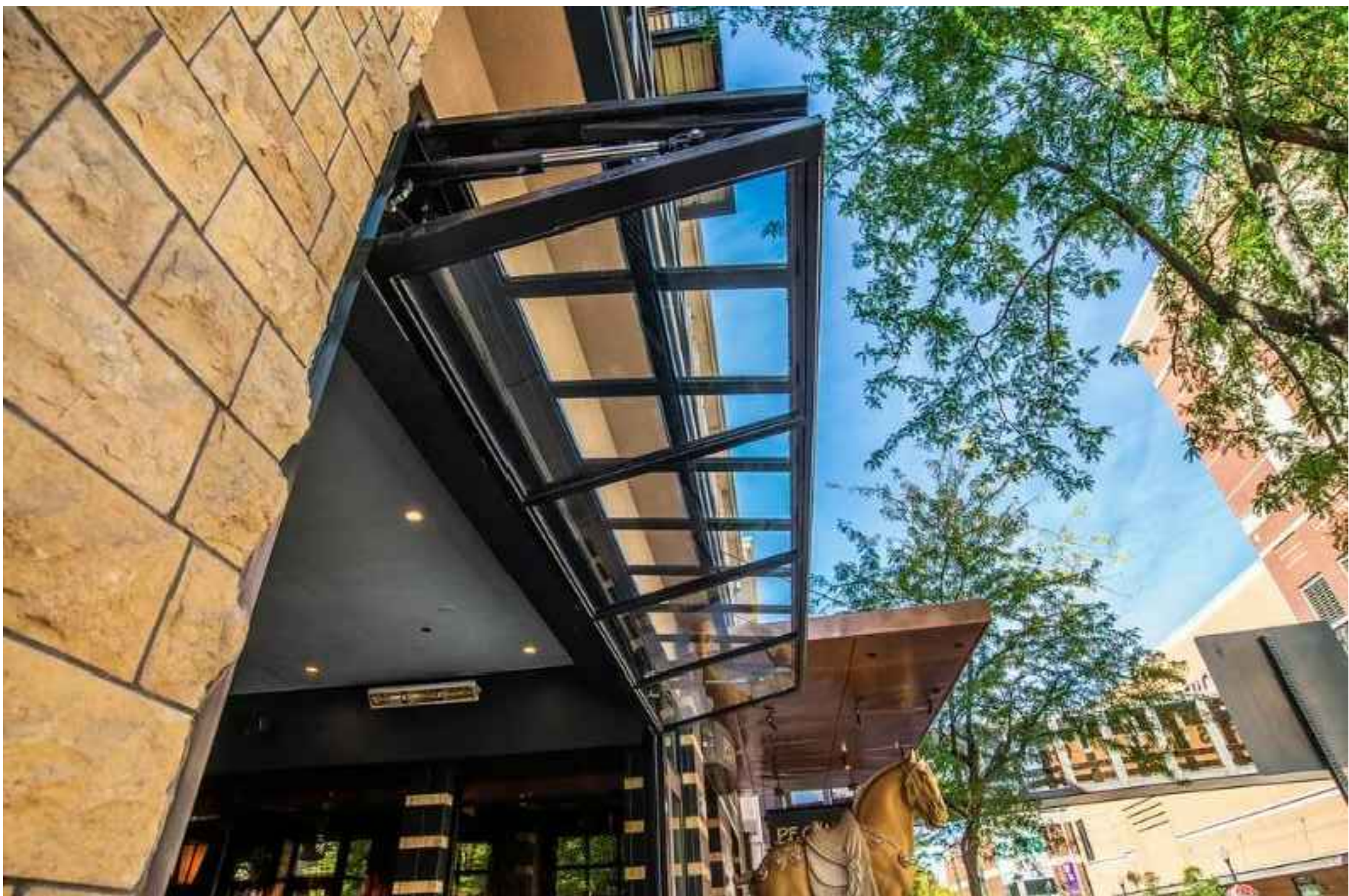
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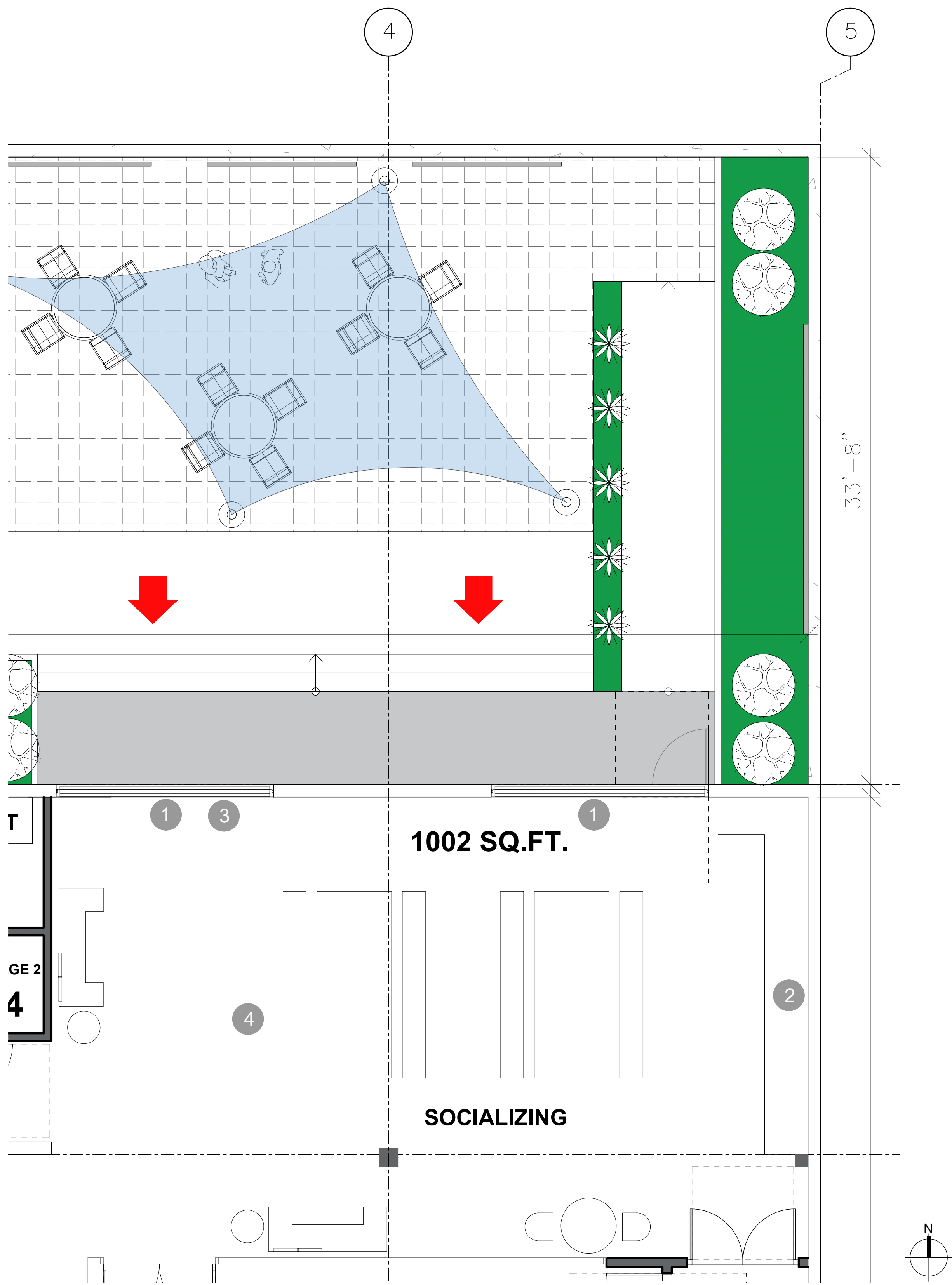
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LEARNING EXHIBITION CENTER & BEST BUY TECH CENTER



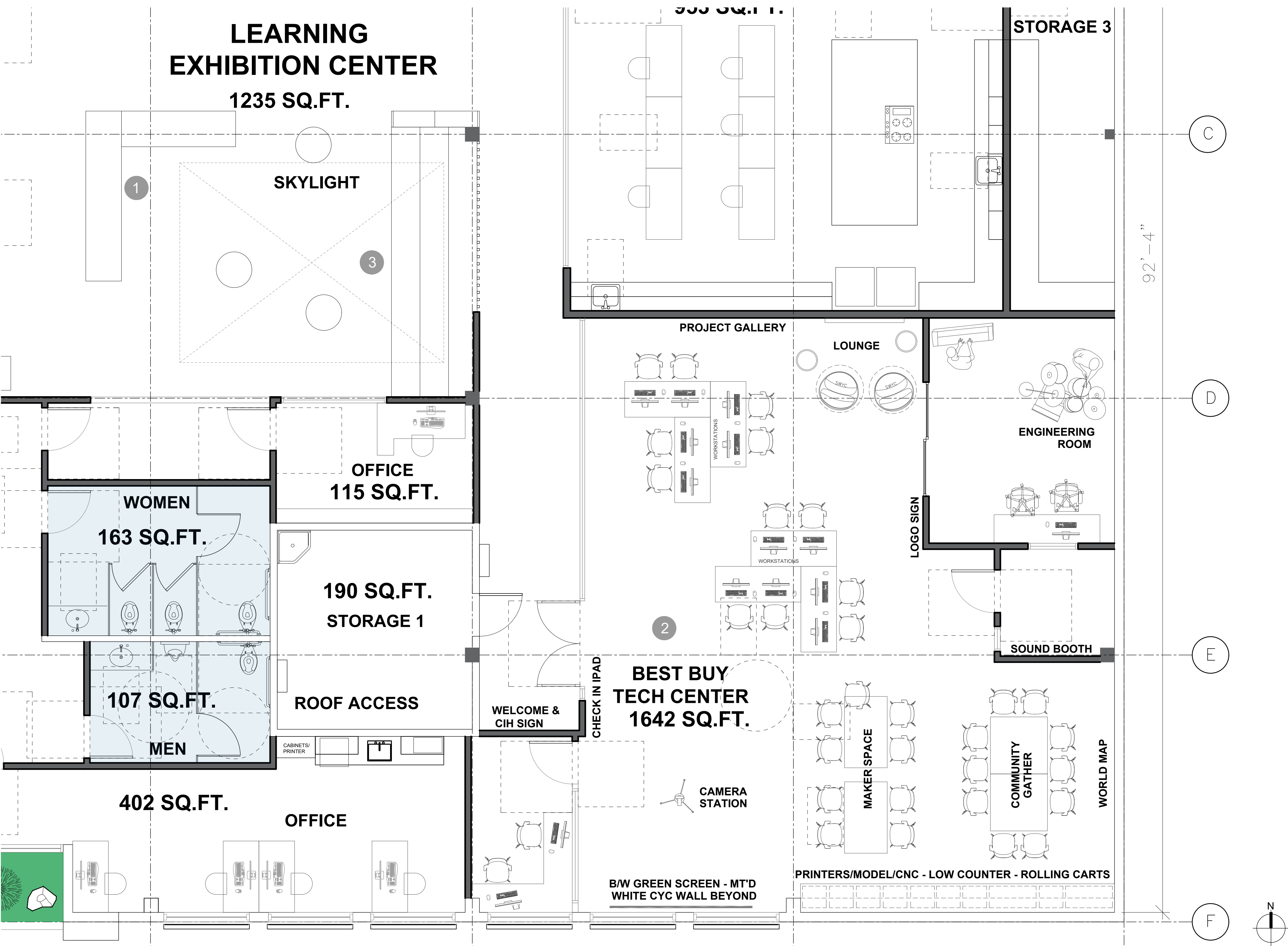
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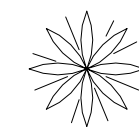


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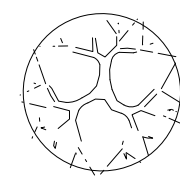


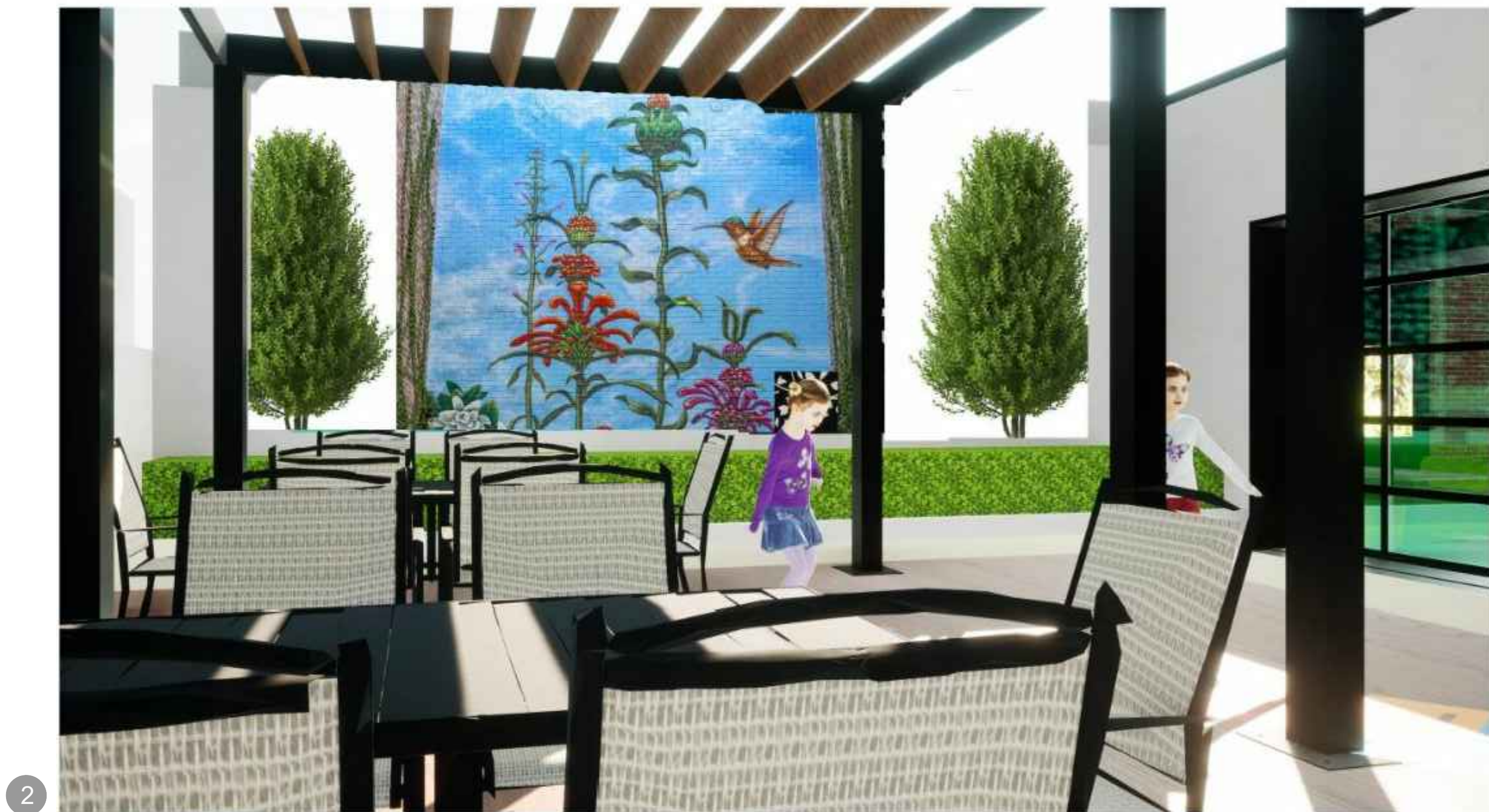
EXTERIOR AREA



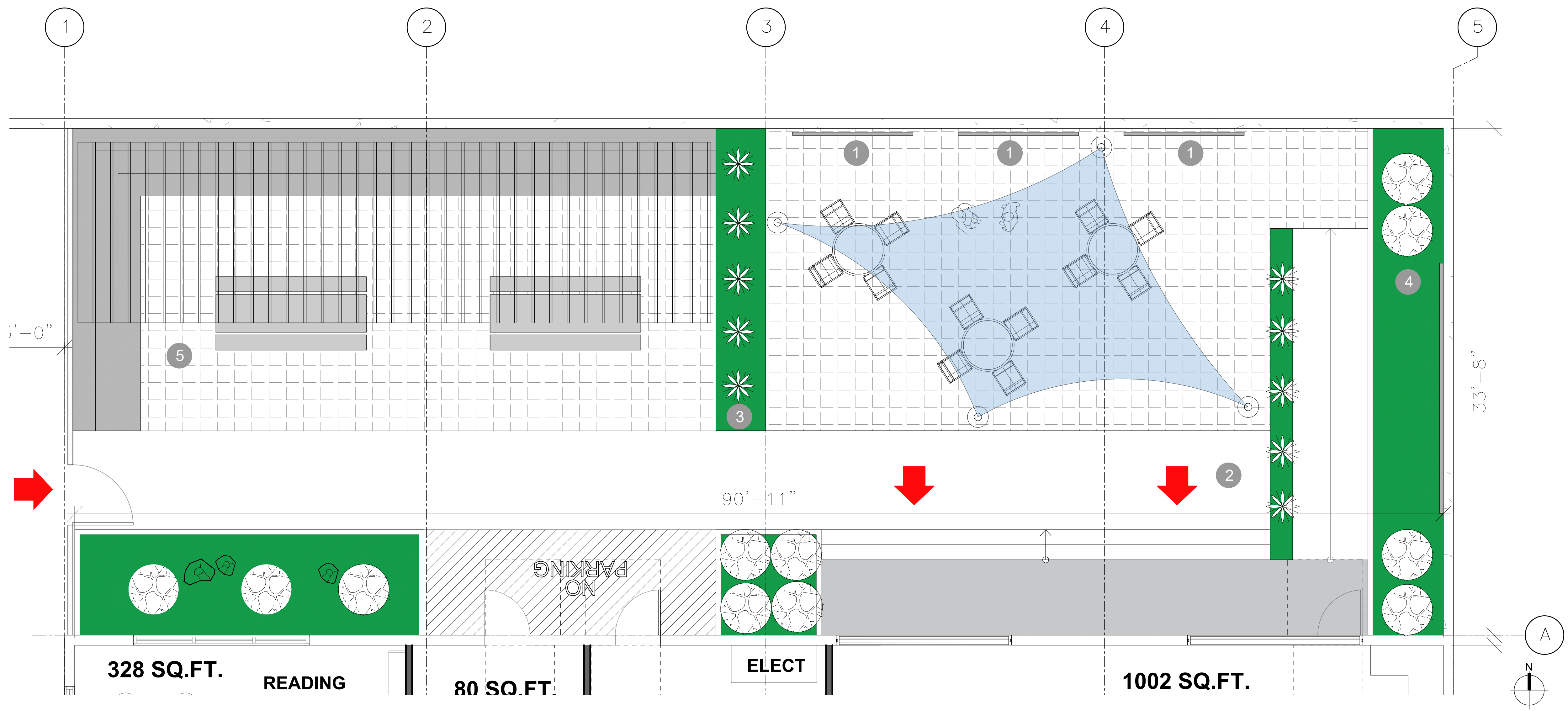
 HESPERALOE



 SWEET BAY LAUREL



METAL PANELS COVER THE NEIGHBORS VIEW WITH NATURE INSPIRATION LASER CUT DESIGN





CITY OF MAYWOOD

PROPOSED MAYWOOD TEEN CENTER

4801 SLAUSON AVENUE, MAYWOOD, CA 90270

WEDNESDAY, DECEMBER 13 , 2023

MAYWOOD TEEN CENTER



MAYWOOD TEEN CENTER
4801 SLAUSON AVENUE, MAYWOOD, CA 90270

CLIENT SUBMITTAL





STRUCTURAL ACOUSTIC ROOF DECK



SKYLIGHT & SOLAR ROOF SYSTEM



INTERIOR CONCEPT



COOKING CLASS



TECH CENTER & LEARNING SPACE



SOCIALIZING



KITCHEN

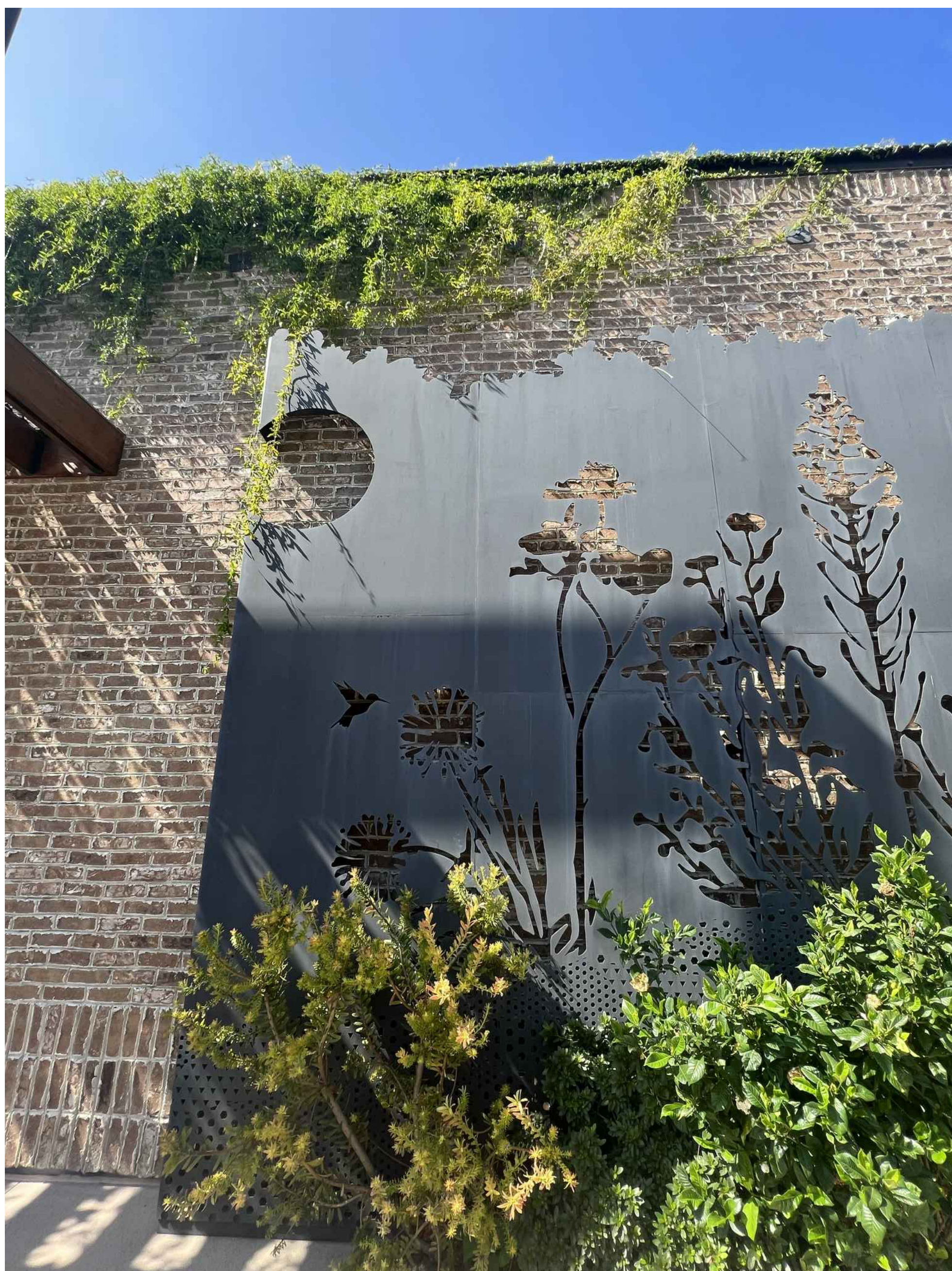


LEARNING EXHIBITION CENTER



STUDY ROOM / CONFERENCE ROOM

EXTERIOR CONCEPT



LASER CUT METAL SHEET



LASER CUT METAL SHEET SCREEN



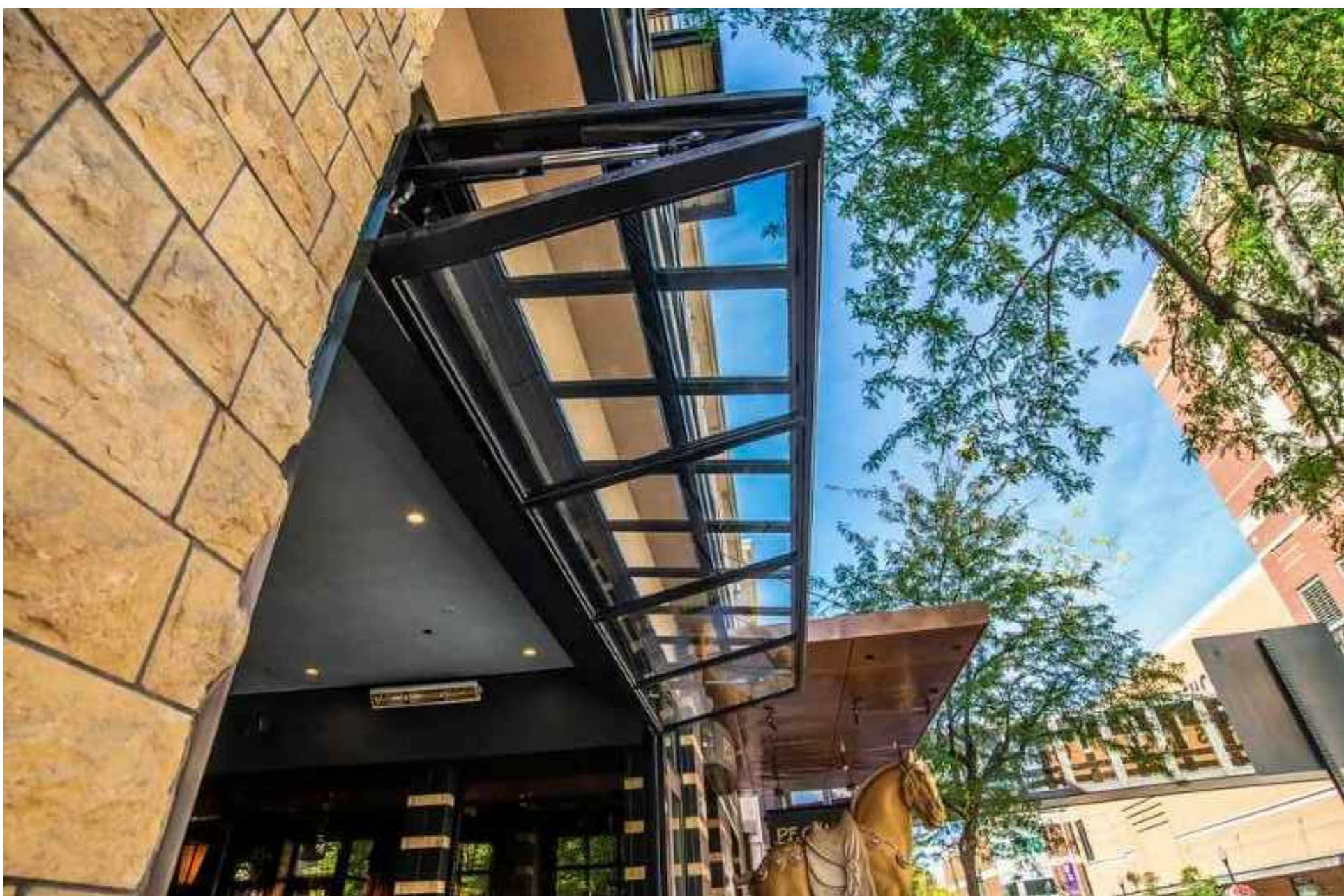
ROLL UP DOOR



TALL MURAL WALL



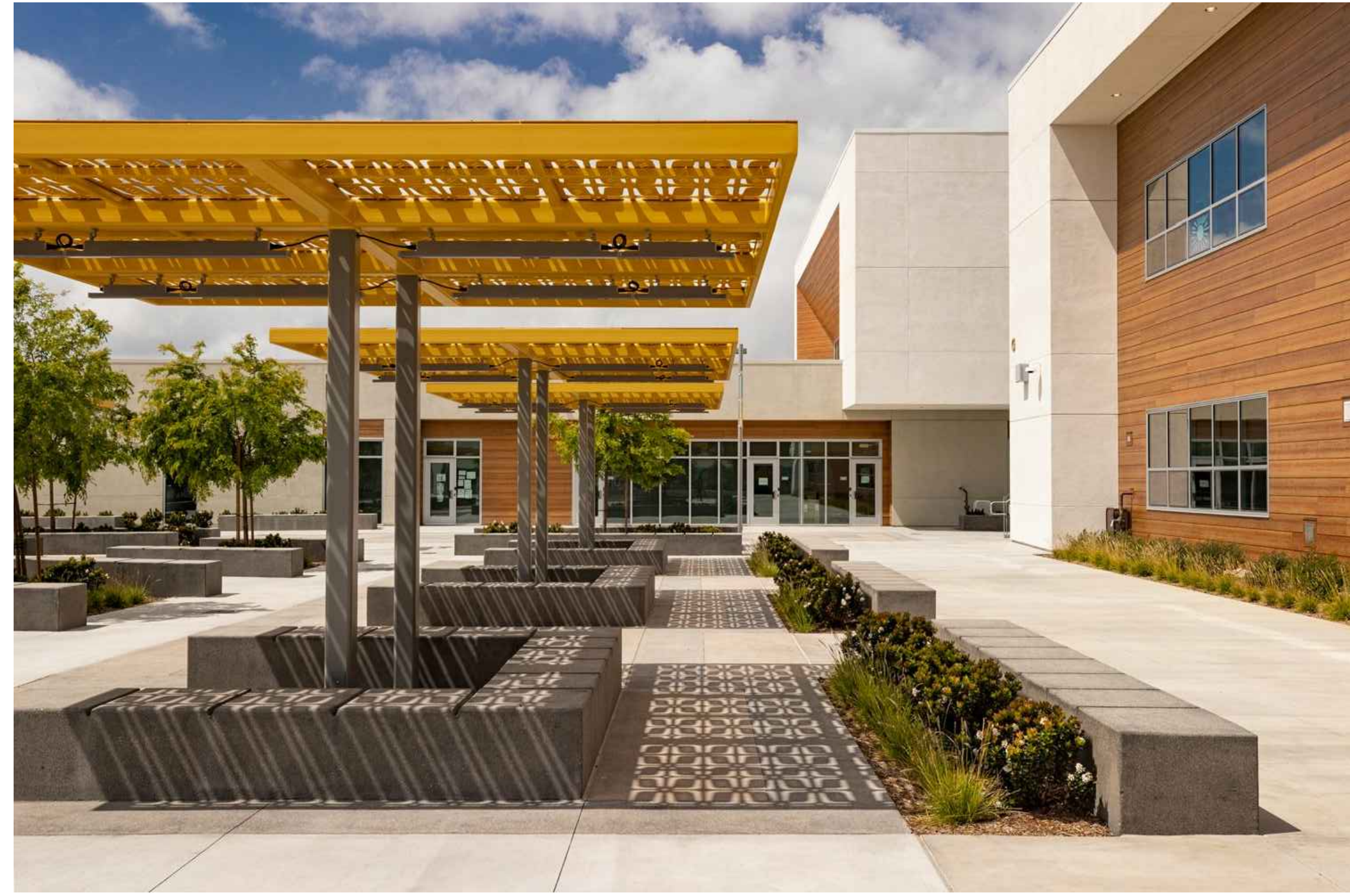
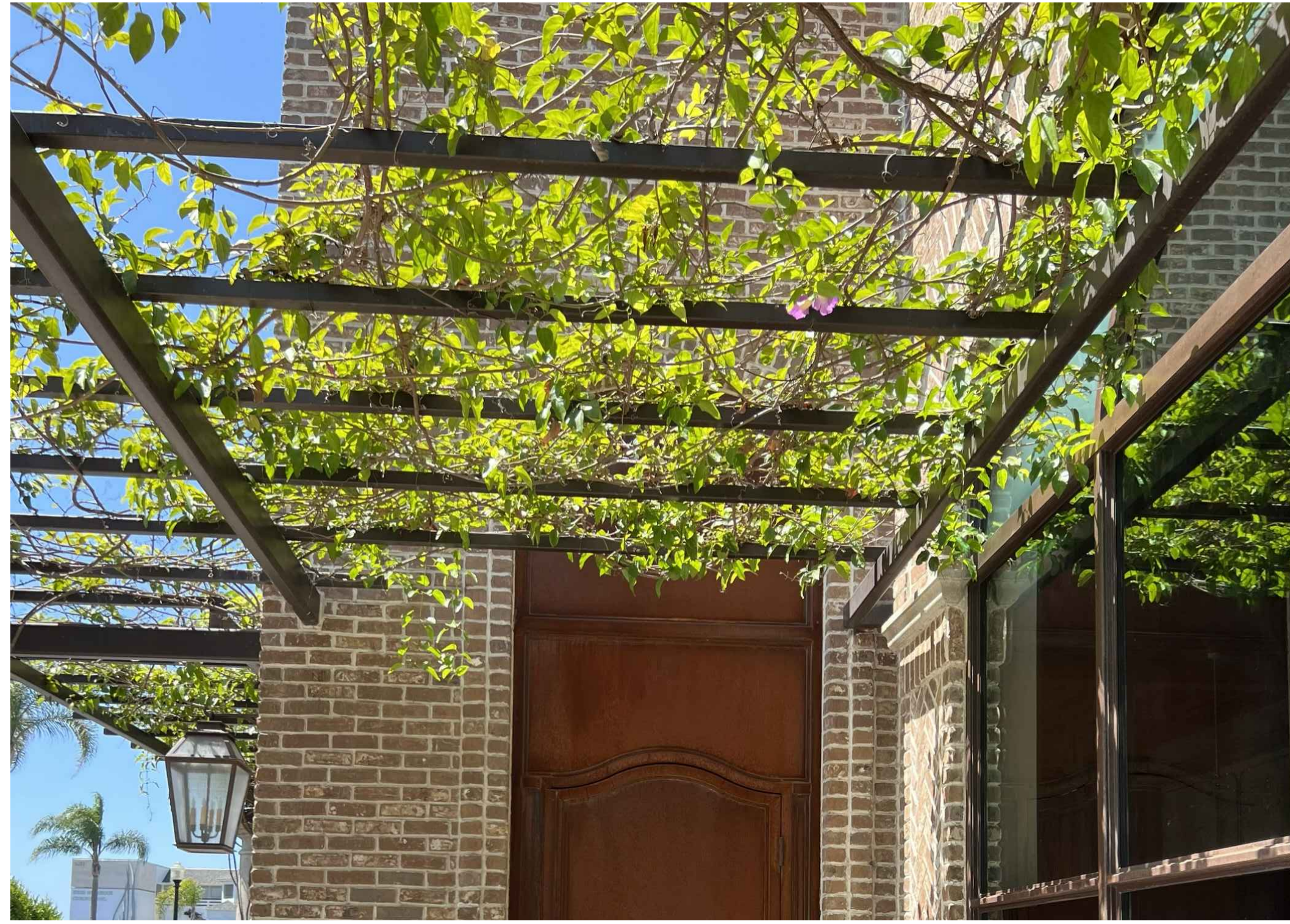
LASER CUT METAL SHEET FOR FACADE & FENCE IDEA



FOLDING DOOR

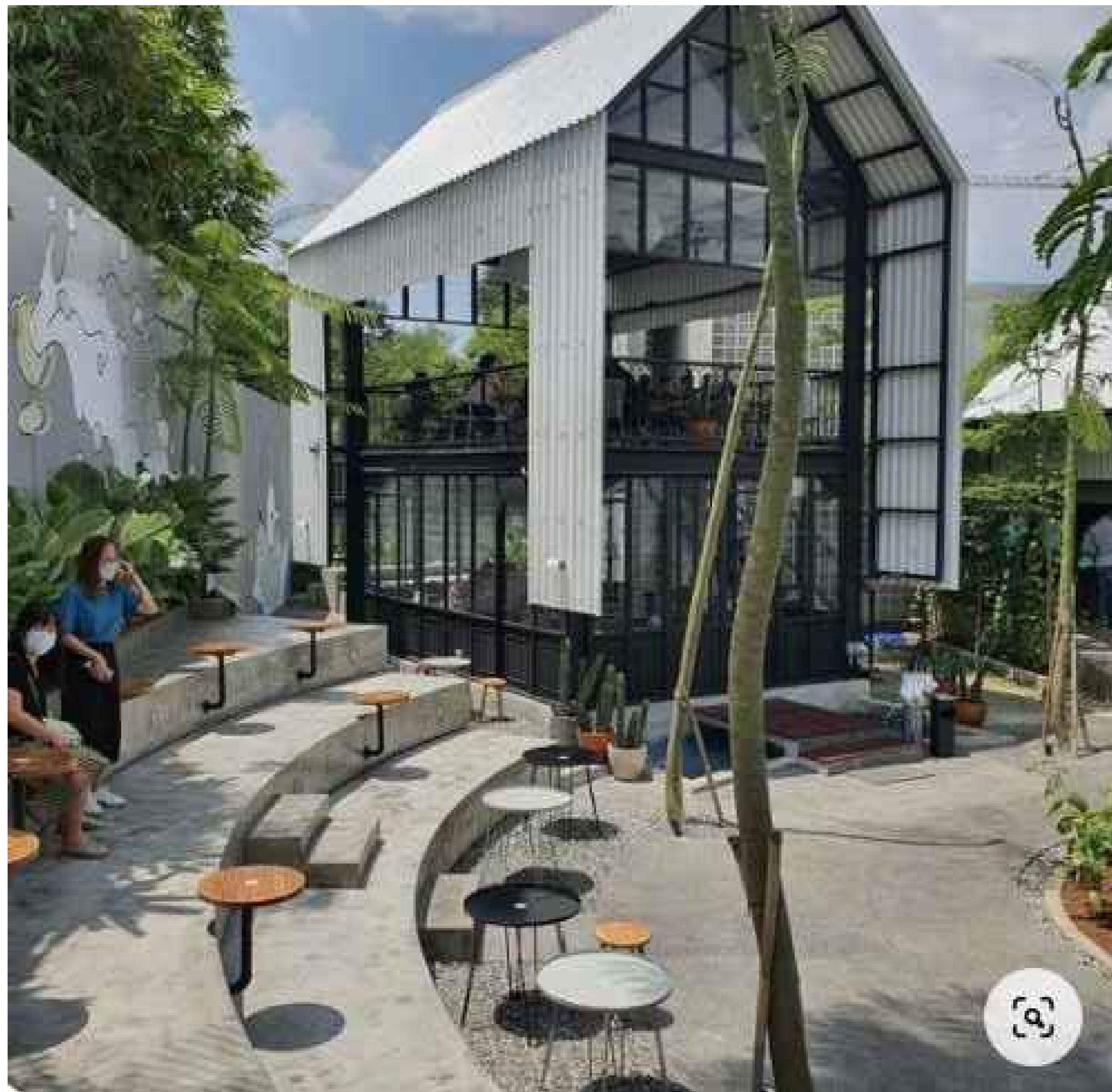


CANOPY



CANOPY

LANDSCAPE CONCEPT



AMPHITHEATER SEATING



CONCRETE & METAL SCREEN IDEAS



SWEETBAY LAUREL



HESPERALOE

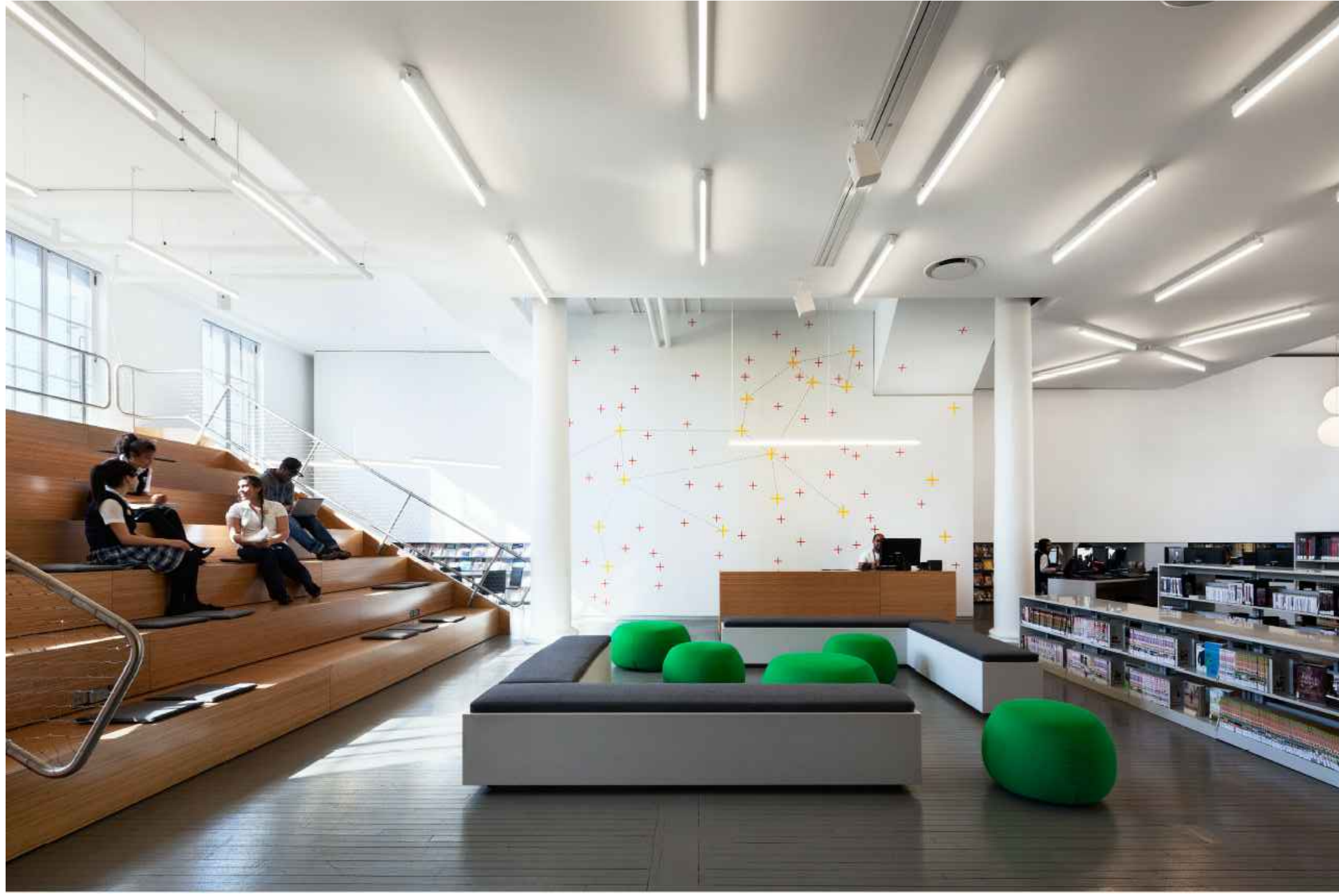
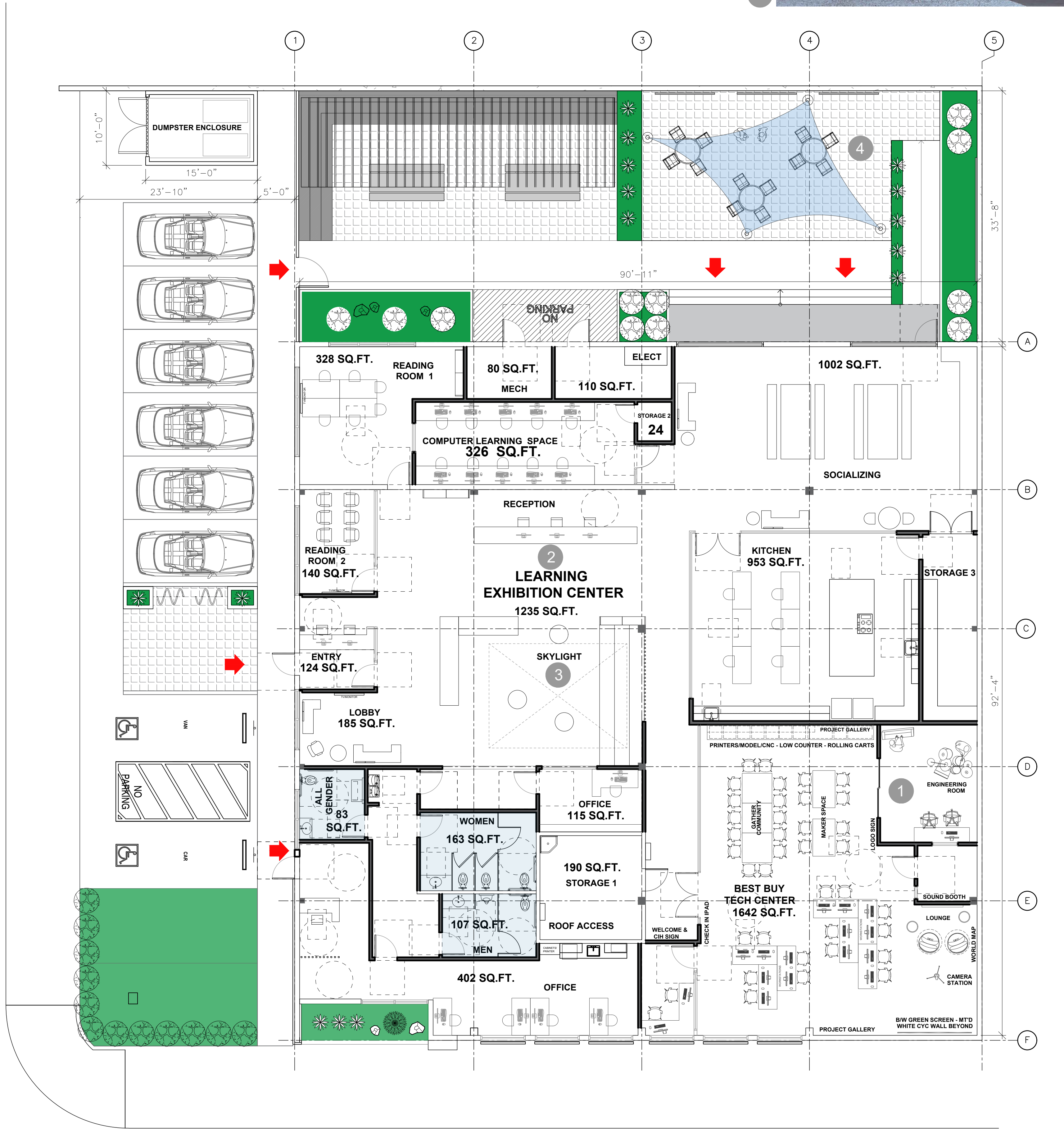


VERBENA DE LA MINA

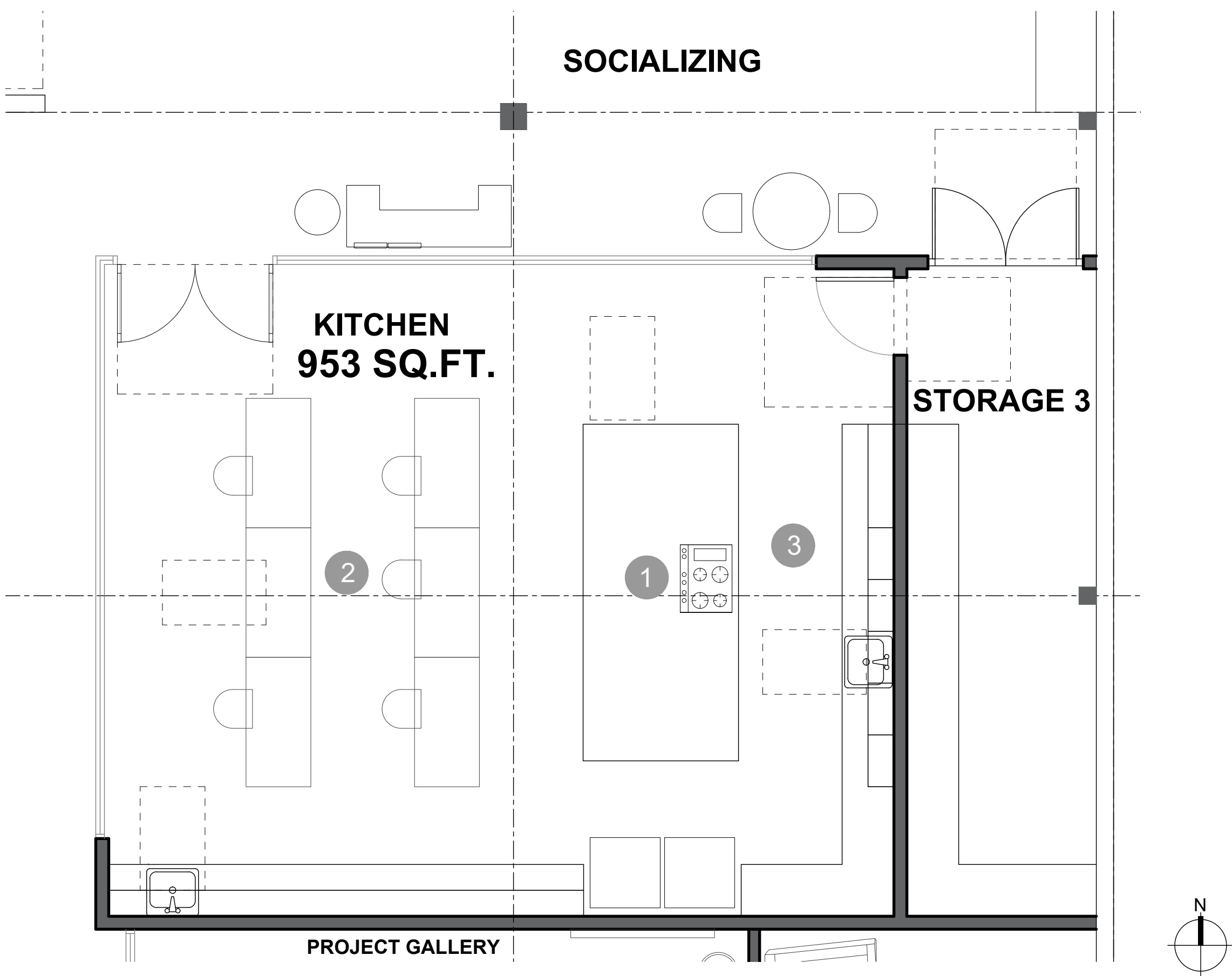
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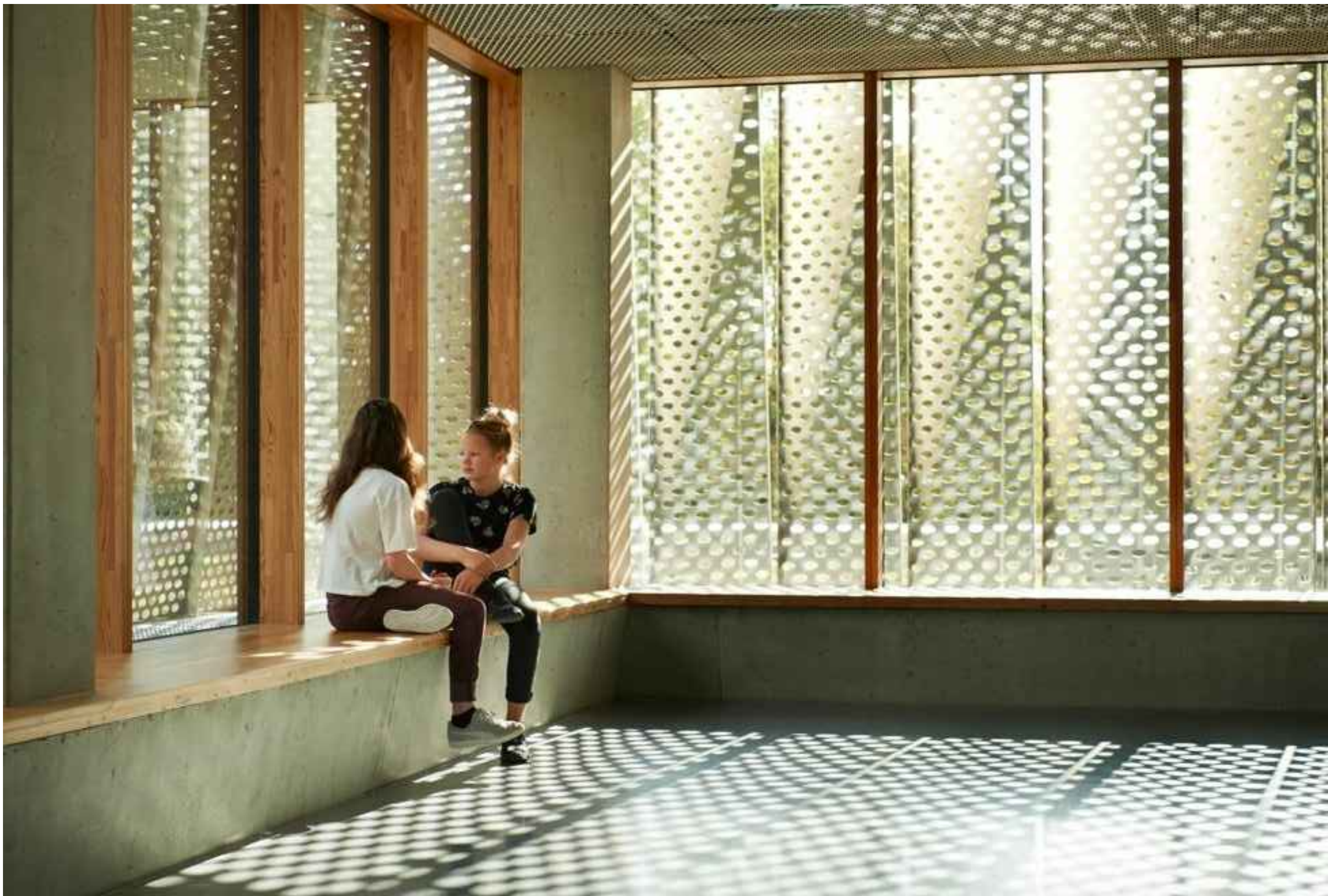
HELIOTROPE AVENUE



KITCHEN / COOKING CLASS



SOCIALIZING



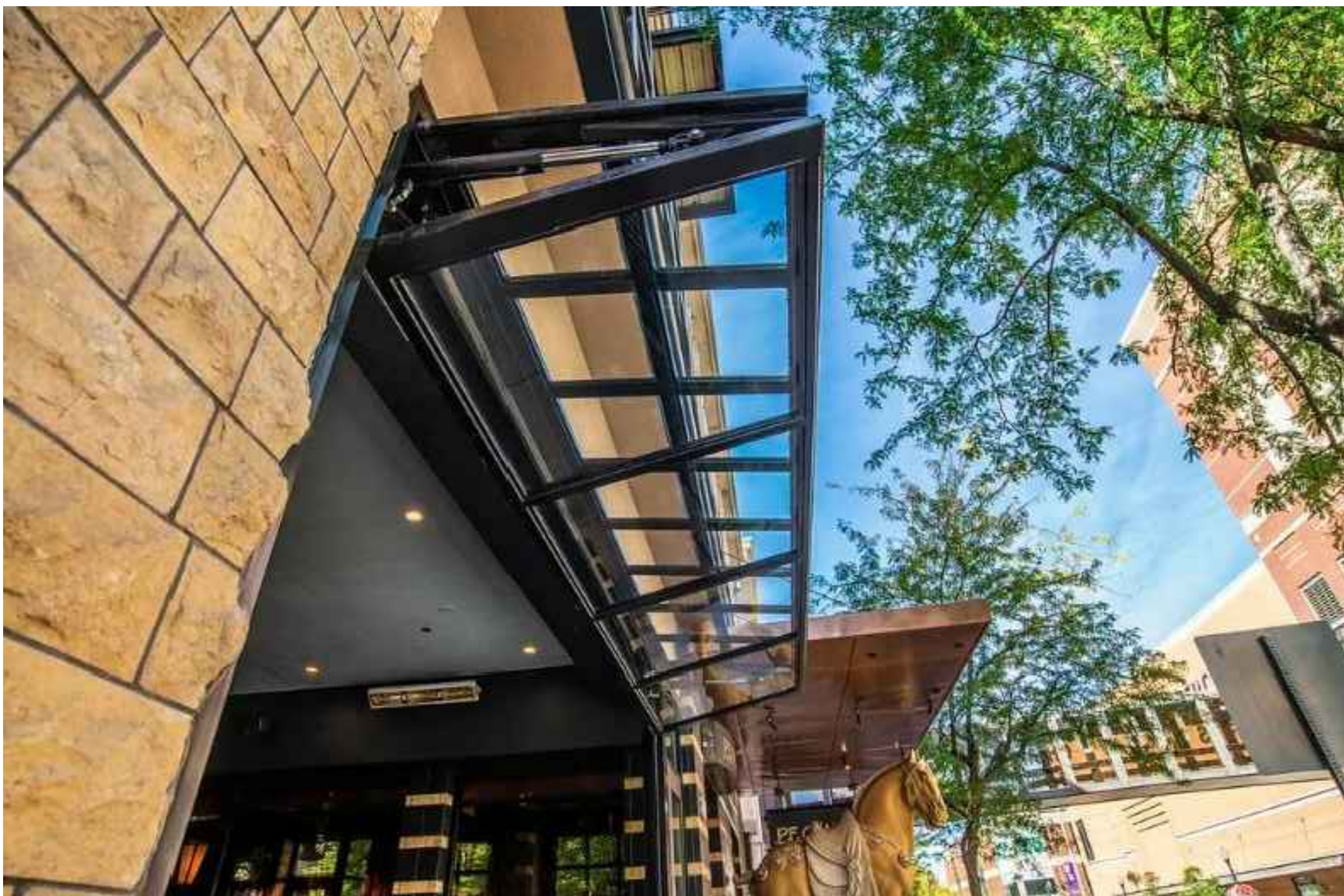
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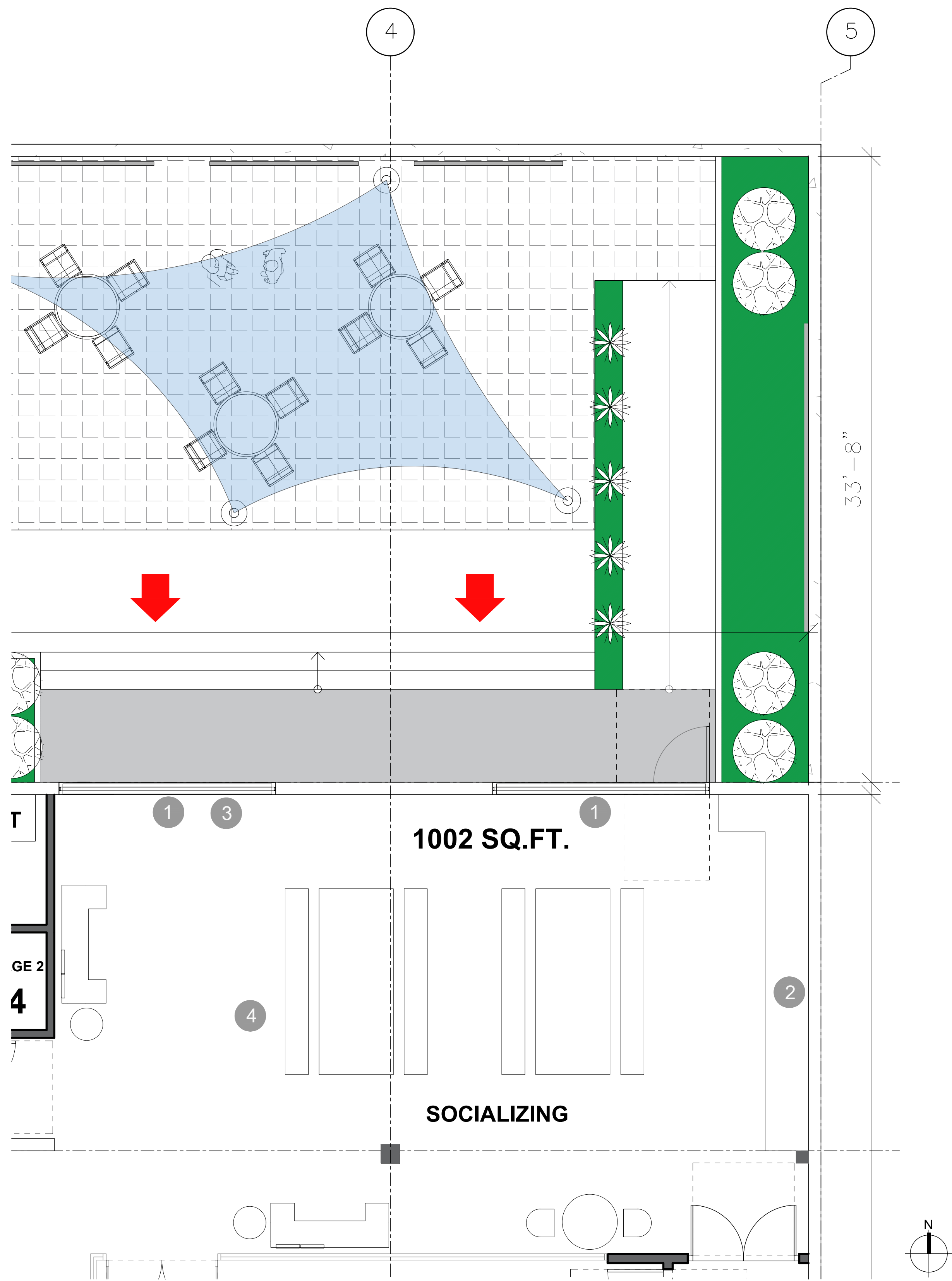
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LEARNING EXHIBITION CENTER & BEST BUY TECH CENTER



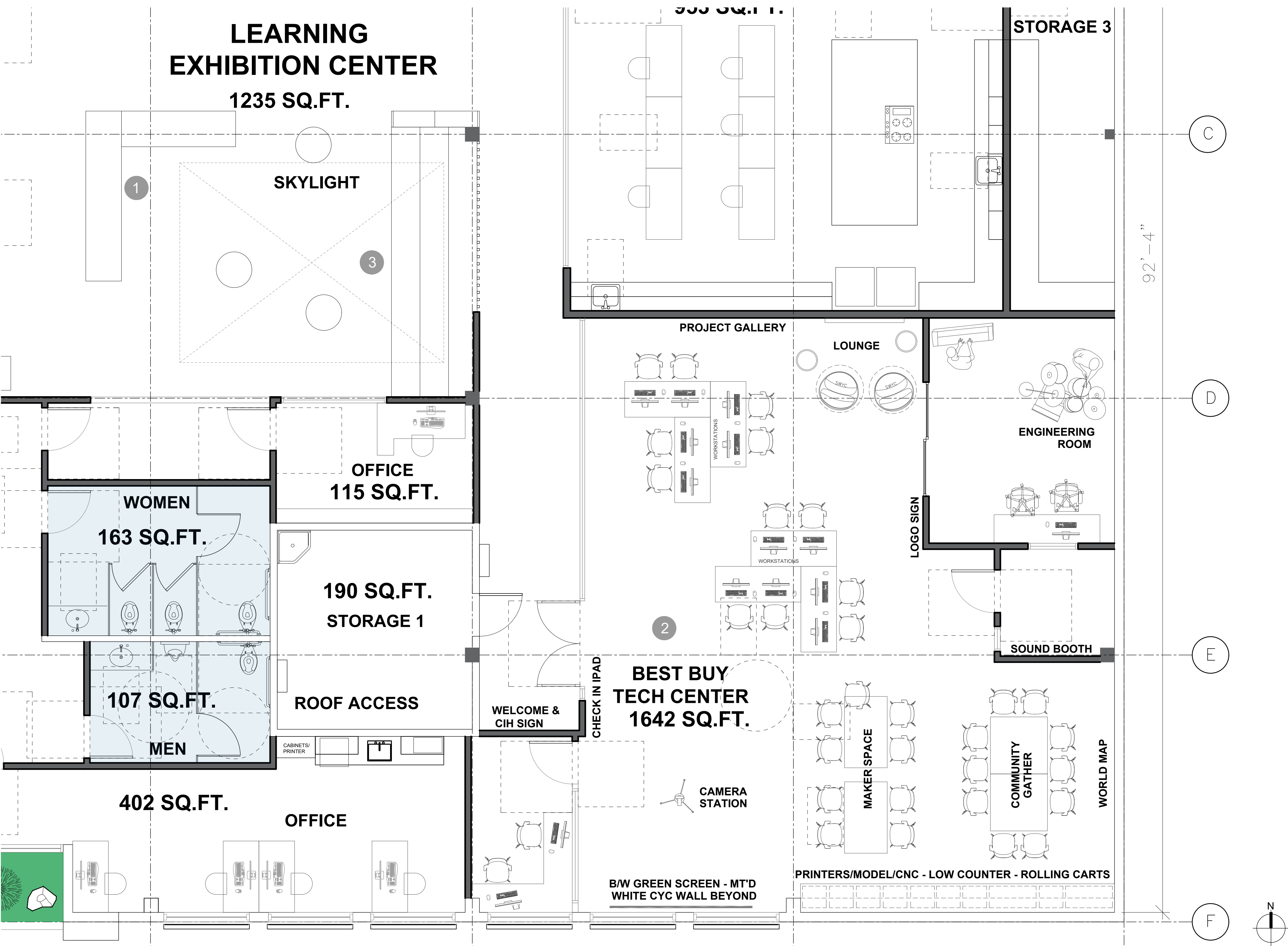
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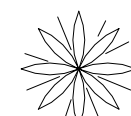


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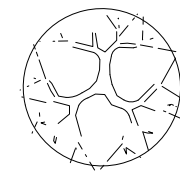


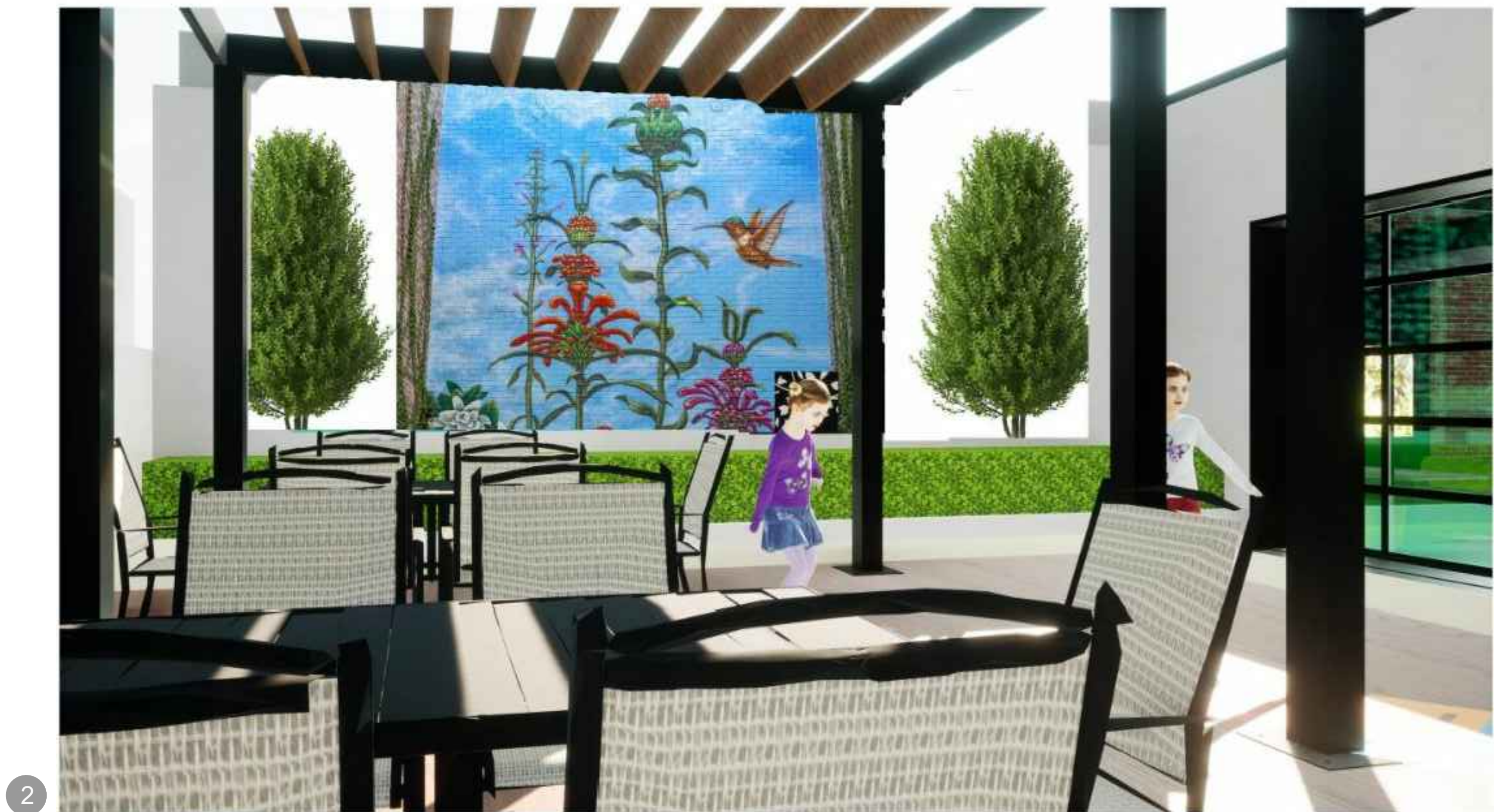
EXTERIOR AREA



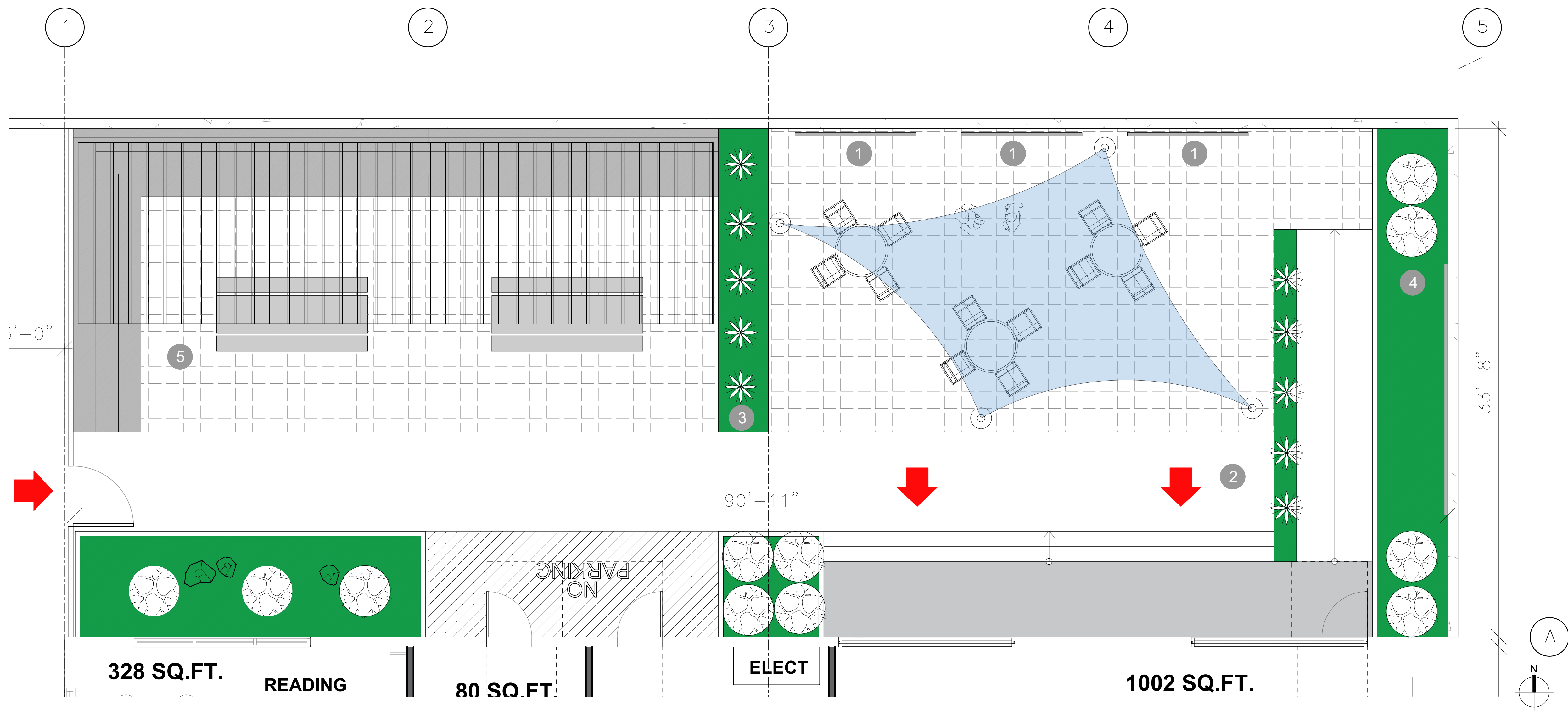
 HESPERALOE



 SWEET BAY LAUREL



METAL PANELS COVER THE NEIGHBORS VIEW WITH NATURE INSPIRATION LASER CUT DESIGN



AGENDA REPORT

CITY OF MAYWOOD



AGENDA ITEM NO. 7.

DATE: December 13, 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 ACTION ON CITY COUNCIL APPOINTMENTS TO EXTERNAL BOARDS AND COMMITTEES

RECOMMENDATION:

Staff recommends that the City Council review the current External Board and Committee List (Attachment 1), and provide direction to staff regarding any necessary changes for appointments on the list, and approve the new External Board and Committee List, as revised by the City Council.

BACKGROUND:

City Council members are appointed to serve on various governmental agency committees, boards, or commissions of a public agency, special district, and joint powers agency or authority. These are related to local, regional, and state affairs. The City Council appoints a delegate and an alternate to represent the City and attend that agency's meetings. At this time, it is appropriate for the City Council to review the list and make appointments as desired. The list of the various agencies is set forth in Attachment 2 to this report, which gives a brief description of each agency. The City Council may make appointments to each entity by nomination.

DISCUSSION:

Annually, the City Council reviews the various designated members on the submitted City Council External Board and Committee List and makes revisions as appropriate.

When such appointments occur, the City must comply with Regulation 187002.5 of the Fair Political Practices Commission (FPPC), which mandates that a Form 806 be filed to report additional compensation that officials receive when they are appointed to positions on committees, boards, or commissions of a public agency, special district, and joint powers agency or authority. As shown in the attached list of current appointments, there are several entities that compensate their board members. The current Form 806 is available on the City's website; it identifies each appointed position receiving compensation; the salary or stipend for each appointed position; the name of the public official appointed to the position; the name of any public official appointed as an alternate; and, the term of the appointment.

Regulation 18702.5, allows a public official to participate in his or her appointment to paid government positions if the body making the appointment completes and posts form 806 on its website. Accordingly, any City Council Member who is nominated to serve on any of these entities, may participate in the City Council's discussion and vote on that appointment.

FPPC Form 806 will be finalized, formatted, and posted with the names of the City's appointees and alternates,

following City Council action. A current Form 806 is also attached for City Council review.

LEGAL REVIEW:

The City Attorney has reviewed this report.

FISCAL IMPACT:

There is no fiscal impact to this action.

ATTACHMENT(S)

1. External Board and Committee Appointments List
2. External Board and Committee Descriptions
3. FPPC - Form 806



**CITY OF MAYWOOD
CITY COUNCIL APPOINTMENTS TO BOARDS/COMMITTEES
AS OF JANUARY 11, 2023**

Committee	Delegate	Alternate	Date/Time	Stipend
<u>California Contract Cities Board of Directors</u> 17315 Studebaker Road #210 Cerritos, CA 90703 (562) 622-5533 staff@contractcities.org	Jessica Torres	Mayra Aguiluz	3 rd Wednesday of the month 6:00 p.m.	Voluntary
<u>Gateway Cities Council of Governments</u> 16401 Paramount Boulevard Paramount, CA 90723 (562) 663-6850	Frank Garcia	Jessica Torres	1 st Wednesday of the month 6:00 p.m.	Stipend \$125
<u>Greater LA County Vector Control District (GLACVCD)</u> 12545 Florence Avenue Santa Fe, CA 90670 (562) 944-9656 kmiddleton@glacvcd.org	Jessica Torres	Vacant	2 nd Thursday of the month 7:00 p.m.	Stipend \$100
<u>HUB Cities Board of Directors</u> 2677 Zoe Avenue Huntington Park, A 90255 323-586-4700	Eddie De La Riva	Frank Garcia	3 rd Thursday of the month 5:15 p.m.	Stipend \$250
<u>League of California Cities Los Angeles Division</u> 700 N. Alameda, Los Angeles, CA 90012 (626) 716-0076 kguerrero@cacities.org	Mayra Aguiluz	Eddie De La Riva	1 st Thursday of the month 6:00 p.m.	Voluntary
<u>Los Angeles County City Selection Committee</u> MWD Building 700 N. Alameda Street, Los Angeles, CA 90012	Mayor Automatic Appointment	-	Meets three to four times a year	Voluntary
<u>Sanitation Districts of LA County</u> 1955 Workman Mill Road District 2 Whittier, CA 90607 (562) 908-4288 x 1500 RAsperin@lacsdc.org	Frank Garcia	Mayra Aguiluz	2 nd Wednesday of the month 1:30 p.m.	Stipend \$125
<u>Southern California Association of Governments (SCAG)</u> 900 Wilshire Blvd. Ste 1700 Los Angeles, CA 90017 (213) 236-1800 Maywood – District 27	Frank Garcia	Eddie De La Riva	Annual General Assembly Business Meeting (May)	Voluntary



CITY OF MAYWOOD CITY COUNCIL EXTERNAL BOARDS AND COMMITTEE APPOINTMENTS

This list offers a brief description of each of the external committees and their regular meeting dates, times, and locations.

California Contract Cities Association

DELEGATE: JESSICA TORRES

ALTERNATE: MAYRA AGUILUZ

Meetings: 3rd Wednesday of each month, 6:00 p.m.

17315 Studebaker Rd., Suite 210, Cerritos, CA 90703

AB1234 FILING REQUIRED

California Contract Cities Association (CCCA) is a collection of member cities united for a common cause. CCCA has grown from eight contracting or member cities to 67 member cities today with more than ten million residents. The general purpose of CCCA is to serve as a rallying point for cities contracting for municipal services so that we ensure our constituents the best service at the minimum cost. Through municipal seminars, education, and the exchange of ideas and information, our association combines resources to influence policy decisions affecting our member cities.

Gateway Council of Governments

DELEGATE: FRANK GARCIA

ALTERNATE: JESSICA TORRES

Meetings: Board of Directors – 1st Wednesday of each month, 6:00 p.m.

17315 Studebaker Rd., Suite 210, Cerritos, CA 90703

AB1234 FILING REQUIRED

The Gateway COG consists of 27 cities in Southeast Los Angeles County and numerous unincorporated communities of the County. The County of Los Angeles and the Port of Long Beach are also member agencies. The core mission is improving the region's transportation, air quality, housing, and economic health.

Greater Los Angeles County Vector Control District

DELEGATE: JESSICA TORRES

ALTERNATE: VACANT

Meetings: 2nd Thursday of each month, 7:00 p.m.

12545 Florence Ave., Santa Fe Springs, CA 90670

FORM 700 & AB1234 FILING REQUIRED

A California governmental agency committed to promoting community health, comfort, and welfare through effective and responsive vector control. The staff of California-certified vector control professionals are experts in mosquito abatement operations, disease surveillance, and public health outreach. Protecting the health of the public in the 34 cities and areas of Los Angeles County served is our number one priority. We strive to accomplish our mission with care, courtesy, and professionalism.

HUB Cities Board of Directors

DELEGATE: EDDIE DE LA RIVA

ALTERNATE: FRANK GARCIA

Meetings: 3rd Thursday of each month, 5:15 p.m.

2677 Zoe Ave. 2nd Floor, Huntington Park, CA 90201

FORM 700 & AB1234 FILING REQUIRED

A California governmental agency committed to promoting community health, comfort, and welfare through effective and responsive vector control. The staff of California-certified vector control professionals are experts in mosquito abatement operations, disease surveillance, and public health outreach. Protecting the health of the public in the 34 cities and areas of Los Angeles County served is our number one priority. We strive to accomplish our mission with care, courtesy, and professionalism.

League of California Cities: LA Division

DELEGATE: MAYRA AGUILUZ

ALTERNATE: EDDIE DE LA RIVA

Meetings: 1st Thursday of each month, 6:00 p.m. (Los Angeles County Division)

Annual Conference

1400 "K" St., Suite 400, Sacramento, CA 95814 (Sacramento)

P.O. Box 1444 Monrovia, CA 91017 (Los Angeles County Division)

The League of California Cities is an association of California city officials who work together to enhance their knowledge and skills, exchange information, and combine resources so that they may influence policy decisions that affect cities. The Los Angeles County Division is the largest of 16 regional divisions of the League of California Cities and is comprised of 86 cities in Los Angeles County, from the smallest in population (City of Vernon) to the largest (City of Los Angeles) of the state's 480 cities.

Los Angeles County City Selection Committee

DELEGATE: FRANK GARCIA

ALTERNATE: MAYOR AUTOMATIC APPOINTMENT

Meetings: Meets three or four times a year

MWD Building, 700 N. Alameda Street, Los Angeles, CA 90012

Their duties are to appoint City representatives to such Boards, Commissions, and Agencies as may be required by law, i.e., LAFCO, South Coast Air Quality Management District, Los Angeles County Metropolitan Transportation Authority, Los Angeles County Hazardous Waste Management Advisory Committee; and to nominate for appointment Members to the California Coastal Commission. Members of the LA County City Selection Committee include the Mayor of each city within Los Angeles County. Each city appoints an elected official as a delegate to the City Selection Committee; it usually is the Mayor. The term of office for each Member of the LA County City Selection Committee coincides with City Mayor terms, and the Committee meets three or four times a year, at the call of the Chairman.

Sanitation Districts of LA County

DELEGATE: FRANK GARCIA

ALTERNATE: MAYRA AGUILUZ

Meetings: 2ND Wednesday of each month, 1:30 p.m.

1955 Workman Mill Rd., Whittier, CA 90607

FORM 700 & AB1234 FILING REQUIRED

The Sanitation Districts protect public health and the environment through innovative and cost-effective wastewater and solid waste management, and in doing so convert waste into resources such as reclaimed water, energy, and recycled materials. To maximize efficiency and reduce costs, the 23 Districts work cooperatively under a Joint Administration Agreement with one administrative staff headquartered near the City of Whittier. Each Sanitation District has a Board of Directors consisting of the mayor of each city, and the Chair of the Board of Supervisors for unincorporated territory within the District. Each District pays its proportionate share of joint administrative costs.

Southern California Association of Governments

DELEGATE: FRANK GARCIA

ALTERNATE: EDDIE DE LA RIVA

Meetings: Executive Board and subcommittee meetings are called as necessary. The General Assembly is held once a year on the first Thursday and Friday in May.

900 Wilshire Blvd., Ste. 1700, Los Angeles, CA 90017

FORM 700 REQUIRED

SCAG is the nation's largest metropolitan planning organization, representing six counties, 189 cities, and more than 19 million residents. SCAG undertakes a variety of planning and policy initiatives to encourage a more sustainable Southern California now and in the future. Under the guidance of the Regional Council and in collaboration with its partners, SCAG's mission is to facilitate a forum to develop and foster the realization of regional plans that improve the quality of life for Southern Californians.

Agency Report of: Public Official Appointments

A Public Document

1. Agency Name City of Maywood			California Form 806 For Official Use Only
Division, Department, or Region (If Applicable) Deputy City Clerk / Assistant to the City Manager			
Designated Agency Contact (Name, Title) Daisy Guerrero			
Area Code/Phone Number (323) 562-5714	E-mail daisy.guerrero@cityofmaywood.org	Page <u>1</u> of <u>2</u>	Date Posted: (Month, Day, Year)

2. Appointments

Agency Boards and Commissions	Name of Appointed Person	Appt Date and Length of Term	Per Meeting/Annual Salary/Stipend
California Contract Cities Association	▶ Name <u>Torres, Jessica</u> (Last, First) Alternate, if any <u>Aguiluz, Mayra</u> (Last, First)	▶ <u>12/22/2021</u> Appt Date ▶ <u>Until Replaced</u> Length of Term	▶ Per Meeting: \$ <u>0.00</u> ▶ Estimated Annual: ☐ \$0-\$1,000 ☐ \$2,001-\$3,000 ☐ \$1,001-\$2,000 ☐ <u>Other</u>
Gateway Cities Council of Governments	▶ Name <u>Garcia, Frank</u> (Last, First) Alternate, if any <u>Torres, Jessica</u> (Last, First)	▶ <u>1/11/2023</u> Appt Date ▶ <u>Until Replaced</u> Length of Term	▶ Per Meeting: \$ <u>125.00</u> ▶ Estimated Annual: ☐ \$0-\$1,000 ☐ \$2,001-\$3,000 ☐ \$1,001-\$2,000 ☐ <u>Other</u>
Great LA County Vector Control District	▶ Name <u>Torres, Jessica</u> (Last, First) Alternate, if any _____ (Last, First)	▶ <u>12/14/2022</u> Appt Date ▶ <u>Two Years</u> Length of Term	▶ Per Meeting: \$ <u>100.00</u> ▶ Estimated Annual: ☐ \$0-\$1,000 ☐ \$2,001-\$3,000 ☐ \$1,001-\$2,000 ☐ <u>Other</u>
HUB Cities Board of Directors	▶ Name <u>De La Riva, Eddie</u> (Last, First) Alternate, if any <u>Garcia, Frank</u> (Last, First)	▶ <u>1/8/2020</u> Appt Date ▶ <u>Until Replaced</u> Length of Term	▶ Per Meeting: \$ <u>250.00</u> ▶ Estimated Annual: ☐ \$0-\$1,000 ☐ \$2,001-\$3,000 ☐ \$1,001-\$2,000 ☐ <u>Other</u>

3. Verification

I have read and understand FPPC Regulation 18702.5. I have verified that the appointment and information identified above is true to the best of my information and belief.



Digitally signed by Daisy Guerrero
Date: 2023.12.08 12:51:16 -08'00'

Signature of Agency Head or Designee

Daisy Guerrero

Print Name

Deputy City Clerk / ATTCM

Title

12/6/2023

(Month, Day, Year)

Comment: _____

Print

Clear

FPPC Form 806 (1/18)
FPPC Toll-Free Helpline: 866/ASK-FPPC (866/275-3772)

**Agency Report of:
Public Official Appointments
Continuation Sheet**

California Form 806

A Public Document

Page 2 of 2

1. Agency Name

City of Maywood

Date Posted: _____
(Month, Day, Year)

2. Appointments

Agency Boards and Commissions	Name of Appointed Person	Appt Date and Length of Term	Per Meeting/Annual Salary/Stipend
League of California Cities - Los Angeles Division	▶ Name <u>Aguiluz, Mayra</u> (Last, First) Alternate, if any <u>De La Riva, Eddie</u> (Last, First)	▶ <u>1/11/2023</u> Appt Date ▶ <u>Until Replaced</u> Length of Term	▶ Per Meeting: \$ <u>0.00</u> ▶ Estimated Annual: ☐ \$0-\$1,000 ☐ \$2,001-\$3,000 ☐ \$1,001-\$2,000 ☐ _____ Other
Los Angeles County City Selection Committee	▶ Name <u>Garcia, Frank</u> (Last, First) Alternate, if any _____ (Last, First)	▶ <u>1/11/2023</u> Appt Date ▶ <u>Until Replaced</u> Length of Term	▶ Per Meeting: \$ <u>0.00</u> ▶ Estimated Annual: ☐ \$0-\$1,000 ☐ \$2,001-\$3,000 ☐ \$1,001-\$2,000 ☐ _____ Other
Sanitation Districts of LA County	▶ Name <u>Garcia, Frank</u> (Last, First) Alternate, if any <u>Aguiluz, Mayra</u> (Last, First)	▶ <u>1/11/2023</u> Appt Date ▶ <u>Until Replaced</u> Length of Term	▶ Per Meeting: \$ <u>125.00</u> ▶ Estimated Annual: ☐ \$0-\$1,000 ☐ \$2,001-\$3,000 ☐ \$1,001-\$2,000 ☐ _____ Other
Southern California Association of Governments (SCAG)	▶ Name <u>Garcia, Frank</u> (Last, First) Alternate, if any <u>De La Riva</u> (Last, First)	▶ <u>12/22/2021</u> Appt Date ▶ <u>Until Replaced</u> Length of Term	▶ Per Meeting: \$ <u>0.00</u> ▶ Estimated Annual: ☐ \$0-\$1,000 ☐ \$2,001-\$3,000 ☐ \$1,001-\$2,000 ☐ _____ Other
	▶ Name _____ (Last, First) Alternate, if any _____ (Last, First)	▶ _____ Appt Date ▶ _____ Length of Term	▶ Per Meeting: \$ _____ ▶ Estimated Annual: ☐ \$0-\$1,000 ☐ \$2,001-\$3,000 ☐ \$1,001-\$2,000 ☐ _____ Other
	▶ Name _____ (Last, First) Alternate, if any _____ (Last, First)	▶ _____ Appt Date ▶ _____ Length of Term	▶ Per Meeting: \$ _____ ▶ Estimated Annual: ☐ \$0-\$1,000 ☐ \$2,001-\$3,000 ☐ \$1,001-\$2,000 ☐ _____ Other

Print

Clear

FPPC Form 806 (1/18)
FPPC Toll-Free Helpline: 866/ASK-FPPC (866/275-3772)