



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

TUESDAY, NOVEMBER 19, 2024 AT 5:30 PM

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

I. CALL TO ORDER/ROLL CALL

CALL TO ORDER
ROLL CALL

II. CITY OFFICIALS

MAYOR
Eddie De La Riva

CITY CLERK
Brian E. Juarez

MAYOR PRO TEM
Mayra Aguiluz

CITY TREASURER
Mary Mariscal

COUNCIL MEMBERS
Jessica Torres
Frank Garcia
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/89475112776> AND VIA THE CITY'S FACEBOOK PAGE.

Public Participation Options:

1. **In-Person:** Council Chambers located at 4319 E. Slauson Avenue, Maywood, CA
2. **Before the Meeting:** Public comment will be accepted for the record in advance

by 4:00 p.m. the day of the meeting by email to daisy.guerrero@cityofmaywood.org; or if you are unable to email, please call the City Clerk's Office at (323) 562-5714. Your comment will be made part of the written record but will NOT be read verbally at the meeting.

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in the Council Meeting, please contact the City Clerk's Office (323) 562-5714 within 72 hours of the meeting.

IV. CLOSED SESSION

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

CONFERENCE WITH LEGAL COUNSEL, ANTICIPATED LITIGATION, INITIATION OF LITIGATION PURSUANT TO GOVERNMENT CODE SECTION 54956.9(D)(4): NUMBER OF POTENTIAL CASES: 2

CONFERENCE WITH REAL PROPERTY NEGOTIATOR; GOVERNMENT CODE SECTION 54956.8.; PROPERTY: 5900 AND 5906 ATLANTIC BOULEVARD, MAYWOOD (APNS 6313- 011-036 AND 6313-011-028).; AGENCY NEGOTIATOR: JENNIFER VASQUEZ, CITY MANAGER AND TYLER KELLEHER, ASSISTANT PROJECT MANAGER, EPIC LAND SOLUTIONS, INC.; NEGOTIATING PARTY: TONY Y. KIM, JOUNG-SUN KIM, YONG-TAI KIM AND SOON-AI KIM.; UNDER NEGOTIATION: PRICE AND TERMS OF PAYMENT

V. MAYOR, COUNCILMEMBERS AND STAFF COMMENTS

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

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

VII. PRESENTATIONS

CITY OF MAYWOOD AWARDED THE 2024 BEACON SPOTLIGHT AWARD

RECOGNITION OF THE HALLOWEEN HOME DECORATING CONTEST WINNERS

LOS ANGELES COUNTY SHERIFF'S DEPARTMENT: CITY UPDATE

VIII. CONSENT CALENDAR

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

1. MINUTES OF THE OCTOBER 23, 2024, REGULAR CITY COUNCIL MEETING
2. MINUTES OF THE OCTOBER 23, 2024, SPECIAL CITY COUNCIL MEETING
3. REVENUE REPORT OCTOBER 2024
4. MONTHLY CASH AND INVESTMENT REPORT TO THE CITY COUNCIL OCTOBER 2024
5. CONSIDERATION OF ADOPTING RESOLUTION NO. 6390 OF THE CITY COUNCIL OF THE CITY OF MAYWOOD AND SUCCESSOR AGENCY TO THE MAYWOOD COMMUNITY REDEVELOPMENT AGENCY APPROVING THE WARRANTS FOR PAYMENT
6. CONSIDERATION OF ADOPTING RESOLUTION NO. 6391 OF THE CITY OF MAYWOOD CITY COUNCIL TO APPROVE A WAIVER OF A FILM PERMIT APPLICATION FEE FOR A STUDENT FILM PRODUCTION LOCATED AT 5824 HELIOTROPE AVENUE IN THE AMOUNT OF \$450.00 FOR THE CALIFORNIA STATE UNIVERSITY OF NORTHRIDGE FILM STUDENTS (CSUN MIKE CURB COLLEGE OF ARTS, MEDIA, AND COMMUNICATION)
7. CONSIDERATION TO APPROVE THE THIRD AMENDMENT TO THE AGREEMENT BETWEEN THE CITY AND THE GATEWAY WATER MANAGEMENT AUTHORITY IN A TOTAL CONTRACT AMOUNT NOT-TO-EXCEED \$94,417.26 FOR FISCAL YEAR 2024/25 THROUGH FISCAL YEAR 2026/27
8. CONSIDERATION OF ACCEPTING THE PERMANENT LOCAL HOUSING ALLOCATION YEAR 3 – SHELTER BEDS PROGRAM GRANT FUNDS FROM THE LOS ANGELES COUNTY DEVELOPMENT AUTHORITY AND APPROVE THE CONTRACT FOR SAID FUNDING
9. CONSIDERATION OF GRANT ACCEPTANCE FROM THE OFFICE OF TRAFFIC SAFETY (OTS) FOR THE MAYWOOD DISTRACTED DRIVING PREVENTION AND EDUCATION PROGRAM

IX. DISCUSSION/ACTION ITEMS

10. CONSIDERATION OF THE PROPOSED CITY EVENTS AND PROGRAMMING SCHEDULE FOR CALENDAR YEAR 2025

11. CONSIDERATION OF APPROVING THE COMMUNITY BENEFIT FUND APPLICATION FROM CSU FULLERTON/CREAL/CSUF PHILANTHROPIC FOUNDATION IN THE AMOUNT OF \$15,000 FOR COLLEGE SCHOLARSHIPS THAT WILL BE AWARDED AT THE MAYWOOD EDUCATION FAIR, AND SUPPLIES\ PRIZES\GIVEAWAYS TO BE USED AT THE MAYWOOD EDUCATION FAIR
12. CONSIDERATION OF APPROVING THE COMMUNITY BENEFIT FUND APPLICATION FROM MAYWOOD CENTER FOR ENRICHED STUDIES (MACES) IN THE AMOUNT OF \$15,000 TO SUPPORT THE MACES MUSIC PROGRAM, THE ACADEMIC READING AND MATHEMATICS INCENTIVE PROGRAM AND TO COVER FIELD FEES FOR SOFTBALL AND BASEBALL TEAMS
13. CONSIDERATION OF THE RENEWAL OF A COMMERCIAL CANNABIS MICROBUSINESS LICENSE FOR CHRON MAYWOOD, LLC.
14. DISCUSSION AND DIRECTION REGARDING THE FILLING OF THE CITY CLERK AND CITY TREASURER POSITIONS PURSUANT TO GOVERNMENT CODE SECTION 36512 CAUSED BY NO CANDIDATES IN THE RECENT ELECTION

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 Tuesday, December 17, 2024, at 6:00 p.m. in the City Council Chambers.

PUBLIC ACCESS TO MEETING AGENDA AND AGENDA PACKETS

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





City of Maywood

2024

HALLOWEEN HOME
DECORATING
CONTEST WINNERS!!

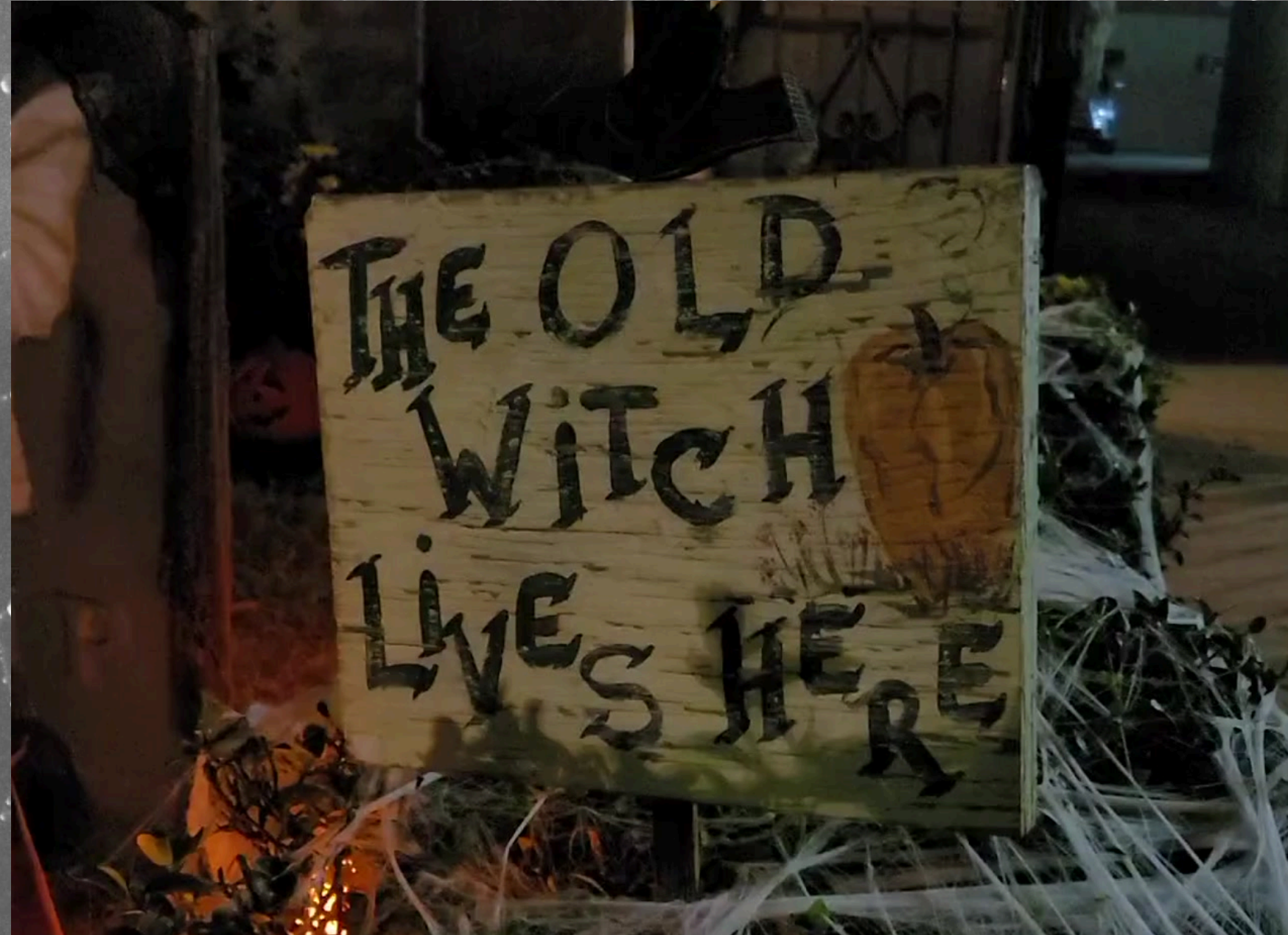




House #2



House #3





House #7





**THANK YOU, MAYWOOD
RESIDENTS, FOR PARTICIPATING
IN THE ANNUAL HALLOWEEN
HOME DECORATING CONTEST.**





MEETING MINUTES

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

WEDNESDAY, OCTOBER 23, 2024 AT 5:30 PM

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

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

Mayor Eddie De La Riva called the meeting to order at approximately 5:33 p.m. and went into recess for the closed session item.

II. **CITY OFFICIALS**

MAYOR

Eddie De La Riva (Present)

CITY CLERK

Brian E. Juarez (Present)

MAYOR PRO TEM

Mayra Aguiluz (Present)

CITY TREASURER

Mary Mariscal (Absent)

COUNCIL MEMBERS

Jessica Torres (Present)

Frank Garcia (Present)

Heber Marquez (Present)

CITY MANAGER

Jennifer E. Vasquez (Present)

CITY ATTORNEY

Roxanne Diaz (Present)

III. **MEETING PROCEDURES**

THIS MEETING WAS HELD IN PERSON.

THE MEETING WAS MADE AVAILABLE FOR VIEWING VIA ZOOM:

<https://us02web.zoom.us/j/85958432354> AND VIA THE CITY'S FACEBOOK PAGE.

IV. **CLOSED SESSION – Upon the City Council’s return, Mayor De La Riva concurrently called the Special City Council Meeting at approximately 6:00 p.m. The City Attorney announced**

that Council Member Torres recused herself from participating in this closed session item due to her living within 500 feet of the property in discussion. There was no further reportable action on this item.

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

V. MAYOR, COUNCILMEMBERS AND STAFF COMMENTS

The City Council provided their comments.

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

The following individuals provided public comment:

1. Angel Sotelo
2. Victor Gonzalez

VII. PRESENTATIONS

RECOGNITION OF NATIONAL PRINCIPALS APPRECIATION MONTH

Mayor De La Riva recognized the month October as National Principals Appreciation Month. He then called on Principal Duran and Principal Jaureguito to the dais to be recognized.

CITY OF MAYWOOD FISCAL YEAR 2022-23 AUDIT REPORT BY VAN LANT & FANKHANEL, LLP

City Manager Vasquez introduced the City's Auditor, Brett Van Lant, who proceeded to provide the City Council with a presentation on the City's audit. The City Council provided questions and received responses.

DEPARTMENT OF TOXIC SUBSTANCES CONTROL: CITY UPDATE

Stephen Haviri, Chief for the Exide Residential Project and Dr. Mehi Bettanhar, Assistant Deputy Director from DTSC provided the City Council with an update on the clean-up in the City. Information on upcoming right-of-way clean-ups were also provided. The City Council provided questions and they were provided with responses.

LOS ANGELES COUNTY SHERIFF'S DEPARTMENT: CITY UPDATE

Special Assignment Deputy SantaCruz provided a crime statistic and overall City update.

RECOGNITION OF BREAST CANCER AWARENESS MONTH

Mayor De La Riva recognized the month of October as breast cancer awareness month.

VIII. CONSENT CALENDAR – Council Member Marquez motioned to approve consent items 1 through 11 and there was a second by Council Member Garcia. AYES: De La Riva, Aguiluz, Garcia, Marquez, and Torres on items 1 – 10, and she abstained from voting on item 11 since she lives within 500 feet of this project. Motions passed 5-0 on items 1-10 and 4-0 on item 11.

1. MINUTES OF THE JULY 24, 2024, REGULAR CITY COUNCIL MEETING
2. MINUTES OF THE SEPTEMBER 24, 2024, REGULAR CITY COUNCIL MEETING
3. MINUTES OF THE SEPTEMBER 26, 2024, SPECIAL CITY COUNCIL MEETING
4. MINUTES OF THE OCTOBER 10, 2024, SPECIAL CITY COUNCIL MEETING
5. REVENUE REPORT SEPTEMBER 2024
6. MONTHLY CASH AND INVESTMENT REPORT TO THE CITY COUNCIL SEPTEMBER 2024
7. CONSIDERATION OF ADOPTING RESOLUTION NO. 6388 OF THE CITY COUNCIL OF THE CITY OF MAYWOOD AND SUCCESSOR AGENCY TO THE MAYWOOD COMMUNITY REDEVELOPMENT AGENCY APPROVING THE WARRANTS FOR PAYMENT
8. CONSIDERATION OF APPROVAL OF A POSSESSION AND USE AGREEMENT WITH EL POLLO LOCO, INC., A DELAWARE CORPORATION, AUTHORIZING CITY TO POSSESS AND USE CERTAIN REAL PROPERTY INTERESTS FOR PUBLIC PURPOSES IN CONNECTION WITH THE SLAUSON AVENUE AND ATLANTIC BOULEVARD CONGESTION RELIEF IMPROVEMENTS PROJECT (ASSESSOR PARCEL NUMBERS 6313-010-001, 6313-010-002, 6313-010-003 & 6313-010-030)
9. CONSIDERATION OF AWARD OF A MAINTENANCE SERVICES FOR LANDSCAPED AREAS OF PUBLIC FACILITIES AND STREET MEDIANS AGREEMENT WITH REVUELTAS LANDSCAPE INC. IN A TOTAL CONTRACT AMOUNT NOT-TO-EXCEED \$409,662.00
10. CONSIDERATION OF AWARD OF A CITYWIDE TREE MAINTENANCE AND EMERGENCY RESPONSE SERVICES AGREEMENT WITH WEST COAST

ARBORIST, INC. IN A TOTAL CONTRACT AMOUNT NOT-TO-EXCEED
\$176,145.93

11. ACCEPTANCE OF BUILDING DEMOLITION LOCATED AT 5110 DISTRICT BOULEVARD PROJECT

IX. DISCUSSION/ACTION ITEMS

12. CONSIDERATION OF APPROVING THE COMMUNITY BENEFIT FUND APPLICATION FROM SOUTHEAST RIO VISTA YMCA IN THE AMOUNT OF \$10,000.00 FOR FINANCIAL SUPPORT OF FOURTEEN LOW INCOME MAYWOOD TEENS TO PARTICIPATE IN THE YOUTH AND GOVERNMENT PROGRAM

Council Member Marquez provided a comment on this item. Council Member De La Riva motioned to approve this item and there was a second by Council Member Garcia. Mayor Pro Tem Aguiluz and Council Member Marquez abstained from voting on this item since they're both advisors in this program. The City Attorney noted that there was no legal cause for the abstentions. AYES: De La Riva, Garcia, Torres. Motion passed 3-0.

13. CONSIDERATION OF APPROVING THE COMMUNITY BENEFIT FUND APPLICATION FROM CHESTER W. NIMITZ MIDDLE SCHOOL IN THE AMOUNT OF \$10,000.00 TO SUPPORT STUDENT AND STAFF RECOGNITION INITIATIVES THROUGH INCENTIVES AND FOSTER A POSITIVE SCHOOL ENVIRONMENT

Mayor De La Riva provided a comment on this item. Mayor De La Riva motioned to approve this item and there was a second by Council Member Garcia. AYES: De La Riva, Aguiluz, Garcia, Marquez, Torres. Motion passed 5-0.

14. CONSIDERATION OF RESOLUTION NO. 6389 TO AMEND THE CITY'S CLASSIFICATION PLAN TO ESTABLISH TWO LEVELS WITHIN THE PROFESSIONAL PLANNING SERIES: ASSISTANT PLANNER (ENTRY-LEVEL) AND ASSOCIATE PLANNER (JOURNEY-LEVEL), ADOPT THE CORRESPONDING SALARY RANGE FOR THE JOURNEY-LEVEL POSITION FROM \$76,212.00 TO \$97,268.00

Mayor De La Riva provided a comment on this item. Mayor De La Riva motioned to approve this item and there was a second by Council Member Torres. AYES: De La Riva, Aguiluz, Garcia, Marquez, Torres. Motion passed 5-0.

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

No public participation.

- XI. ADJOURNMENT – Mayor De La Riva adjourned the Council Meeting in honor of Yesenia Gomez and Fernando Valenzuela at approximately 6:43 p.m. to the next Regular Meeting of the Maywood City Council is scheduled for Tuesday, November 19, 2024, at 5:30 p.m. in the City Council Chambers.



MEETING MINUTES

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

WEDNESDAY, OCTOBER 23, 2024 AT 6:00 PM

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

I. CALL TO ORDER/ROLL CALL

Mayor De La Riva called this meeting to order at approximately 6:00 p.m.

II. CITY OFFICIALS

MAYOR

Eddie De La Riva (Present)

CITY CLERK

Brian E. Juarez (Present)

MAYOR PRO TEM

Mayra Aguiluz (Present)

CITY TREASURER

Mary Mariscal (Absent)

COUNCIL MEMBERS

Jessica Torres (Present)

Frank Garcia (Present)

Heber Marquez (Present)

CITY MANAGER

Jennifer E. Vasquez (Present)

CITY ATTORNEY

Roxanne Diaz (Present)

III. MEETING PROCEDURES

THIS MEETING WAS HELD IN PERSON.

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<https://us02web.zoom.us/j/85958432354> AND VIA THE CITY'S FACEBOOK PAGE.

IV. MAYOR, COUNCILMEMBERS AND STAFF COMMENTS

City Council provided their comments.

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

The following individuals provided public comment:

1. Angel Sotelo
2. Victor Gonzalez

VI. PRESENTATIONS

SPEAKER ANTHONY RENDON RIVERFRONT PARK DESIGN DEVELOPMENT UPDATE

City Manager Vasquez introduce Jaime Yamashita from SALT and Adriana Garcia Project Manager from the Los Angeles Neighborhood Land Trust team to provide the City Council with a design development update on Speaker Anthony Rendon Riverfront Park. City Council provided their comments and questions and requested the presentation to be provided to the City Council via email for further feedback.

- VII. ADJOURNMENT – Mayor De La Riva adjourned the Council Meeting in honor of Yesenia Gomez and Fernando Valenzuela at approximately 6:43 p.m. to the next Regular Meeting of the Maywood City Council is scheduled for Tuesday, November 19, 2024, at 5:30 p.m. in the City Council Chambers.

AGENDA REPORT

CITY OF MAYWOOD



AGENDA ITEM NO. 3.

DATE: November 19, 2024

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: JENNIFER VASQUEZ, CITY MANAGER

BY: RIMO HANSON, FINANCE DIRECTOR
RAUL HERRERA, SENIOR ACCOUNTANT

SUBJECT: REVENUE REPORT OCTOBER 2024

RECOMMENDATION:

Staff recommends that the City Council receive and file the Revenue Report for the months of July - October 2024.

BACKGROUND:

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

DISCUSSION:

General Fund revenues are not received evenly throughout the fiscal year. During the first half of the fiscal year, there is always an issue of timing difference whereby cash receipts do not align with the projected budget forecast, but during the second half of the year the cash receipts begin to align with the projected budget. See attachment 1 and 2 for revenue details comparison between July – October 2023 and July – October 2024 and explanations in the "**Comments**" column.

LEGAL REVIEW:

The City Attorney has reviewed this report.

FISCAL IMPACT:

There is no fiscal impact with this action.

ATTACHMENT(S)

1. July 2024 - October 2024 City of Maywood FY 2024-2025 General Fund
2. July 2024 - October 2024 City of Maywood FY 2024-2025 Special Revenue Fund

Year-To-Date Revenue Report-General Fund

FY 2024-2025

As of October 31, 2024

Acct #	Account Description	Adopted Budget FY 2024-25	July - October 2023	July - October 2024	Variance	% YTD Revenue Received to Adopted Budget	Comments
		A	B	C	=(C-B)	(C divided by A)	
Taxes:							
4203/4302	Franchise & Collectors Fee	\$ 570,000	\$ 99	\$ -	\$ (99)	0.00%	Received Quarterly.
Various	Property Taxes	814,022	15,375	41,992	26,617	5.16%	Major payments receive in December and March.
4211	Utility Users Tax	1,400,000	316,055	345,393	29,338	24.67%	Received in the following month.
4206	Transfer Tax	16,000	4,093	8,131	4,038	50.82%	Based on activities.
4202	Transient Occupancy Tax (TOT)	105,000	9,482	8,973	(509)	8.55%	Received Quarterly.
4212	Cannabis Sales Tax	1,750,000	6,988	60,600	53,612	3.46%	Received Quarterly.
4201	Sales and Use Tax (Retail Sales Tax)	2,335,201	376,022	335,986	(40,036)	14.39%	Received in the following month.
Taxes Total		\$ 6,990,223	\$ 728,113	\$ 801,074	\$ 72,961	11.46%	
Licenses & Permits:							
4301	Compliance Program Fee	\$ 45,000	\$ -	\$ -	\$ -	0.00%	Payment received in March annually.
Various	Plumbing, Electrical & Conditional/Land Used Permits	13,600	5,597	4,601	(995)	33.83%	Permits fluctuate based on activities.
4305	Public Works Permit Fees	150,000	37,512	39,997	2,485	26.66%	Fees fluctuate based on activities.
Various	Other Fees & Permits	24,154	7,960	9,485	1,524	39.27%	Fees fluctuate based on activities.
4320	Occupancy Permits	600	597	1,165	568	194.23%	Fees fluctuate based on activities.
4313	Building Permits	50,000	15,732	25,231	9,499	50.46%	Fees fluctuate based on activities.
4307	Commercial Cannabis Renewal Fees	74,250	14,850	-	(14,850)	0.00%	Five business licenses: one due in December and four due in April.
4322	Parking Permits	63,000	9,705	10,360	655	16.44%	Parking Permits issued during Sept.
4311	Apartment License	20,000	191	320	129	1.60%	Majority of payments are received in January-March.
4205	Business License Tax	240,000	6,711	16,147	9,436	6.73%	Majority of payments are received in January-March.
4110	Vehicle License Fees Excess	31,000	-	-	-	0.00%	State Allocation.
4107	Motor Vehicle License Fee (VLF) in lieu	3,639,513	-	-	-	0.00%	City receives two payments per year: January and May.
Licenses and Permits Total		\$ 4,351,117	\$ 98,855	\$ 107,305	\$ 8,450	2.47%	

Year-To-Date Revenue Report-General Fund

FY 2024-2025

As of October 31, 2024

Acct #	Account Description	Adopted Budget FY 2024-25	July - October 2023	July - October 2024	Variance	% YTD Revenue Received to Adopted Budget	Comments
		A	B	C	=(C-B)	(C divided by A)	
Charges for Services:							
4704	Plan Check Fees	58,000	12,919	18,406	5,486	31.73%	Fees fluctuate based on activities.
4702	Rents & Concessions	23,800	7,939	7,939	-	33.36%	Monthly payments.
Charges for Services Total		\$ 81,800	\$ 20,858	\$ 26,344	\$ 5,486	32.21%	
Fines and Forfeitures:							
4401	Penalties: Apt & Bus License	\$ 9,000	\$ 1,501	\$ 3,166	\$ 1,665	35.17%	Penalties generally occur after February.
4404	Southeast Municipal Court (SEMC)/ Court Collections	220,000	58,661	59,763	1,103	27.17%	Monthly Payments.
4403	Citations: Administrative	5,000	1,700	100	(1,600)	2.00%	Code Enforcement Citations fluctuate based on activities.
4402	Citations: Parking	412,000	88,339	89,369	1,030	21.69%	Fees fluctuate based on activities. Payments are received two months after the citations are paid to third party.
Fines and Forfeitures Total		\$ 646,000	\$ 150,201	\$ 152,398	\$ 2,197	23.59%	
Leases and Concessions:							
4501	Leased Property Rental Income	\$ 61,400	\$ 19,669	\$ 17,554	\$ (2,115)	28.59%	Payments received monthly.
Leases and Concessions Total		\$ 61,400	\$ 19,669	\$ 17,554	\$ (2,115)	28.59%	
Miscellaneous:							
4817	Good Corporate Citizen Program	\$ 20,000	\$ -	\$ -	\$ -	0.00%	Payment received in March.
4803	Interest Income	475,000	140,744	187,468	46,724	39.47%	Internal allocations are done quarterly.
Various	Miscellaneous Revenue	72,900	1,488	111,280	109,792	152.65%	Budgeted based on prior year's actual.
4800	Transfer In -General	495,705	-	-	-	0.00%	Internal allocations are done annually.

Year-To-Date Revenue Report-General Fund

FY 2024-2025

As of October 31, 2024

Acct #	Account Description	Adopted Budget FY 2024-25	July - October 2023	July - October 2024	Variance	% YTD Revenue Received to Adopted Budget	Comments
		A	B	C	=(C-B)	(C divided by A)	
Miscellaneous Revenue Total		\$ 1,063,605	\$ 142,232	\$ 298,748	\$ 156,516	28.09%	
Retiree Pension Levy:							
4830	Retiree Pension Levy	\$ 1,300,000	\$ -	\$ 9,396	\$ 9,396	0.72%	Payment starts in November.
Retiree Pension Levy Total		\$ 1,300,000	\$ -	\$ 9,396	\$ 9,396	0.72%	
General Fund Revenue Total		\$ 14,494,145	\$ 1,159,928	\$ 1,412,819	\$ 252,891	9.75%	

Year-To-Date Revenue Report-Special Revenue Funds
FY 2024-2025
As of October 31, 2024

Fund	Fund Description	Adopted Budget FY 2024-25	July - October 2023	July - October 2024	Variance	% YTD Revenue Received to Adopted Budget	Comments
		A	B	C	=(C-B)	(A divided by C)	
212	Gas Tax Fund	\$ 721,127	\$249,059	\$200,926	(48,133)	27.86%	Received monthly.
214	Transportation Development Act (TDA) Bikeway	25,213	-	-	-	0.00%	Reimbursement based on actual expenditures.
216	SB-1 Road Maintenance Rehabilitation Act Fund	643,264	106,136	114,204	8,067	17.75%	Received monthly.
221	Proposition A Transit Fund	690,396	225,922	215,306	(10,616)	31.19%	Received monthly.
222	Proposition C Transit Fund	582,762	189,108	179,718	(9,390)	30.84%	Received monthly.
223	Air Quality Management District (AQMD) Fund	35,300	-	-	-	0.00%	Received quarterly.
224	Measure R Transit Fund	429,999	140,462	133,930	(6,532)	31.15%	Received monthly.
225	Measure M Transit Fund	498,766	158,001	151,698	(6,303)	30.41%	Received monthly.
232	Supplemental Law Enforcement Services Fund (SLESF) Grant	100,000	21,430	15,820	(5,610)	15.82%	Received monthly.
243	Community Development Block Grant (CDBG)	625,365	6,998	22,524	15,526	3.60%	Reimbursement based on actual expenditures.
251	Street Lighting Fund	174,520	7,547	-	(7,547)	0.00%	Payments start in November.
261	Federal / State / County Grants	18,732,814	91,600	485,456	393,856	2.59%	Reimbursement based on actual expenditures.
272	Measure A Park Fund	784,903	-	-	-	0.00%	Reimbursement based on actual expenditures.
280	Measure W Safe Clean Water Program Fund	198,061	-	-	-	0.00%	Payment received by December.
412	Sewer Enterprise Fund	326,000	-	-	-	0.00%	Payment starts in November.
501	PLHA Fund (Permanent Local Housing Allocation)	655,794	-	-	-	0.00%	Reimbursement based on actual expenditures.
Special Revenue Funds Total		\$ 25,224,284	\$ 1,196,263	\$ 1,519,580	\$ 323,318	6.02%	

AGENDA REPORT

CITY OF MAYWOOD



AGENDA ITEM NO. 4.

DATE: November 19, 2024

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: JENNIFER VASQUEZ, CITY MANAGER

BY: RIMO HANSON, FINANCE DIRECTOR
RAUL HERRERA, SENIOR ACCOUNTANT

SUBJECT: MONTHLY CASH AND INVESTMENT REPORT TO THE CITY COUNCIL OCTOBER 2024

RECOMMENDATION:

Staff recommends that the City Council receive and file the attached cash and investment report for October 2024.

BACKGROUND:

In accordance with the City of Maywood's Adopted Investment Policy 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 shows 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. The purpose of this report is to show the cash and investment balances at month end. The investment provides sufficient liquidity to meet six months of estimated expenditures. All investments are in compliance with California state code 503600 and the City of Maywood Investment Policy.

The City maintains cash in a General Account, investments in the Local Agency Investment Fund (LAIF), investments in the California Employers' Retiree Benefit Trust (CERBT) a Section 115 trust fund dedicated to prefunding other Post-Employment Benefits (OPEB), and investments in the California Employers' Pension Prefunding Trust (CEPPT). The attached report shows the cash and investments as of October 31, 2024.

LEGAL REVIEW:

The City Attorney has reviewed this report.

FISCAL IMPACT:

There is no fiscal impact involved with approving this report.

ATTACHMENT(S)

1. October 2024 Cash and Investment Report

**City of Maywood, California
Cash and Investments Report
As of October 31, 2024**

Description	Type	Ending Balance as of 10/31/2024	
A - Non-Investment Cash Accounts			
US Bank - Corporate Checking	Cash	\$	2,035,277.68
Total Cash Accounts		\$	<u>2,035,277.68</u>
B - Investment Accounts			
Local Agency Investment Fund (LAIF)	Pooled Money Investment Account (PMIA)	\$	15,995,601.82
California Public Employees' Retirement System (CalPERS) California Employers' Retiree Benefit Trust (CERBT)	Title 26 - U.S.C. 115 - Income of States, Municipalities, etc., Trusts	\$	1,100,230.04
California Public Employees' Retirement System (CalPERS) California Employers' Pension Prefunding Trust (CEPPT)	Title 26 - U.S.C. 115 - Income of States, Municipalities, etc., Trusts	\$	1,025,738.82
Total Investment Accounts		\$	<u>18,121,570.68</u>
Total Cash and Investments		\$	<u>20,156,848.36</u>

AGENDA REPORT

CITY OF MAYWOOD



AGENDA ITEM NO. 5.

DATE: November 19, 2024

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: JENNIFER VASQUEZ, CITY MANAGER

BY: RIMO HANSON, FINANCE DIRECTOR
RAUL HERRERA, SENIOR ACCOUNTANT

SUBJECT: CONSIDERATION OF ADOPTING RESOLUTION NO. 6390 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 and ACH registers and payroll wire transfers dated 10/1/2024 through 11/12/2024, and adopt Resolution No. 6390 approving Warrants for Payment

BACKGROUND:

Staff provides warrant registers and wire transfers to City Council as part of Management Controls. 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 FY2024-25 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:

The total disbursements for Warrant Registers are \$1,386,662.22 for the period of 10/1/2024 to 11/12/2024. This amount consists of Warrant Registers of \$1,153,992.30 ACH registers of \$99,626.60, and Payroll Wire Transfers of \$133,043.32.

ATTACHMENT(S)

1. Resolution No.6390 Approving the Warrants for Register 11.19.24
2. Exhibit A Summary Warrant Demand 11.19.24
3. Exhibit B Warrant Register Detail 11.19.24

RESOLUTION NO. 6390

**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 Director of Finance,
and

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

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

NOW, THEREFORE, BE IT RESOLVED, that the listed Warrants and Wire
Transfers/Automated Clearing House (ACH) Transactions for \$1,386,662.22 are hereby
ratified:

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

PASSED, APPROVED AND ADOPTED THIS 19^h day of November 2024.

Eddie De La Riva, 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.6390, was duly passed, approved by not less than three 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 19th day of November, 2024, that it was duly posted and that the same was passed and adopted by the following vote, to wit:

AYES:

NAYES:

ABSENT:

ABSTAINED:

Brian E. Juarez, City Clerk

City of Maywood
Summary Warrants for Payment and Wire Transfers/ACH Transactions
Council Meeting Date
Wednesday, November 19, 2024

Accounts Payable

	Amount
Accounts Payable void warrants for payment: Checks No.	\$ -
Accounts Payable prepaid warrants for payment: Checks No. 092598 - 092668, 092686, & 092692	\$ 1,083,091.00
Accounts Payable regular warrants for payment: Checks No. 092669 - 092685, 092687 - 092691, & 092693	\$ 70,901.30
Accounts Payable regular warrants for payment: ACH No. ACH-214 - ACH-229	\$ 99,626.60
Sub-total	\$ 1,253,618.90

Payroll /Wire Transfer

10/24/24 Payroll Pay Period 10/6/2024 - 10/19/2024	\$ 66,870.13
11/07/24 Payroll Pay Period 10/20/2024 - 11/2/2024	\$ 66,173.19
Sub-total	\$ 133,043.32

Total Demands	\$ 1,386,662.22
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Check NO.	Prepays (P)	Date	Name	Check Amount	Description	Fund Title	Fund #
092694	P	10/17/2024	ACC Business	829.96	Internet Svcs From 8/11/24 -9/10/24	General Fund	100
092695	P	10/17/2024	American Marker	355.56	Centennial Shirts	General Fund	100
092696	P	10/17/2024	AT&T	30.42	Emergency Elevator Phone Svcs Sept 2024	General Fund	100
092697	P	10/17/2024	AT&T U-verse	107.00	Internet Svcs 9/19/24- 10/18/24	General Fund	100
092698	P	10/17/2024	Brinks Inc.	297.34	Armored Truck Svcs Oct 2024	General Fund	100
		10/17/2024	Brinks Inc.	137.11	Cash Handling Svcs Sept 2024	General Fund	100
092699	P	10/17/2024	Tri-City Mutual Water Company	92.25	5000 Slauson Ave Sept 2024	General Fund	100
		10/17/2024	Tri-City Mutual Water Company	2,372.00	5950 Walker Ave Sept 2024	General Fund	100
092700	P	10/17/2024	Microix	2,236.25	Annual Software Maint and Support 12/8/24-12/7/25	General Fund	100
092701	P	10/17/2024	Plaza 5900	5,000.00	Reimbursement - Appraisal Fee 10/4/24	Grant Fund	261
092702	P	10/17/2024	QDoxs	144.73	Copier Base Charge Oct 2024	General Fund	100
092703	P	10/17/2024	Quadient Leasing USA, Inc.	970.63	Postage Meter Lease 10/22/24 to 1/21/25	General Fund	100
092704	P	10/17/2024	Southern California Edison	191.72	4805 58th St Sept 2024	General Fund	100
		10/17/2024	Southern California Edison	5,118.72	Various Locations Sept 2024	General Fund	100
		10/17/2024	Southern California Edison	8,137.25	Everett Ave Sept 2024	Gas Tax Fund	212
		10/17/2024	Southern California Edison	2,662.42	Various Locations Sept 2024	Gas Tax Fund	212
		10/17/2024	Southern California Edison	11,164.70	Various Locations Sept 2024	Street Lighting Fund	251
092705	P	10/17/2024	Sparkletts Drinking Water Corp	88.93	Water Delivery Svcs Oct 2024	General Fund	100
092706	P	10/17/2024	T-MOBILE	287.42	Cell Phone Svcs 8/21/24-9/20/24	General Fund	100
092707	P	10/17/2024	The Gas Company	37.14	4317 Slauson Ave 9/5/24-10/7/24	General Fund	100
		10/17/2024	The Gas Company	22.24	4319 Slauson Ave City Hall 9/5/24 - 9/7/24	General Fund	100
		10/17/2024	The Gas Company	23.80	4323 Slauson Ave 9/5/24 - 10/7/24	General Fund	100
092708	P	10/17/2024	U.S. Bank Corporate Payment System	7,758.83	Credit Card Statement 9/16/24	General Fund	100
		10/17/2024	U.S. Bank Corporate Payment System	552.50	Credit Card Statement 9/16/24	Local Fiscal Recovery Fund	273
092709	P	10/29/2024	El Cafecito by Cakes B&G	775.00	Centennial Celebration - Food Svcs	General Fund	100
092710	P	10/29/2024	State Treasurer's Office	246,000.00	State Treasurer Condemnation Fund	Grant Fund	261
092711	P	11/7/2024	ACC Business	829.96	CH Internet Svcs 9/11/24 -10/10/24	General Fund	100
092712	P	11/7/2024	AFSCME District Council 36	600.50	AFSCME - Oct 2024	General Fund	100
092713	P	11/7/2024	Amazon Capital Services	16.82	Air Duster	General Fund	100
		11/7/2024	Amazon Capital Services	26.96	Building Dept - Phone Case	General Fund	100
		11/7/2024	Amazon Capital Services	316.24	CH various office supplies	General Fund	100
		11/7/2024	Amazon Capital Services	101.74	Finance Dept - Heater	General Fund	100
		11/7/2024	Amazon Capital Services	286.45	Trunk or Treat Event- Supplies 10/4/24	General Fund	100
092714	P	11/7/2024	Modern IT, Inc. dba Advanced Microcomputing Concepts, Inc.	2,216.84	Fin Dept Microsoft Surface Laptop	General Fund	100
		11/7/2024	Modern IT, Inc. dba Advanced Microcomputing Concepts, Inc.	218.75	iPad and Mobile Device MDM 10/3/24	General Fund	100
		11/7/2024	Modern IT, Inc. dba Advanced Microcomputing Concepts, Inc.	2,471.30	Monthly IT Software Subscription Oct 2024	General Fund	100
		11/7/2024	Modern IT, Inc. dba Advanced Microcomputing Concepts, Inc.	3,630.00	Monthly IT Svcs Oct 2024	General Fund	100
092715	P	11/7/2024	AT&T	30.42	Emergency Elevator Phone Svcs 9/10/24 - 10/9/24	General Fund	100
092716	P	11/7/2024	Base Hill Inc.	6,172.97	CH Janitorial Svcs Oct 2024	General Fund	100
092717	P	11/7/2024	Belinda Murillo	50.00	Youth Commissioner Stipend 10/9/24	General Fund	100
092718	P	11/7/2024	Benefit Coordinators Corporation (BCC)	1,670.16	Dental and Vision Benefits for Nov 2024	General Fund	100
		11/7/2024	Benefit Coordinators Corporation (BCC)	225.42	Dental and Vision Benefits for Nov 2024	Gas Tax Fund	212

Check NO.	Prepays (P)	Date	Name	Check Amount	Description	Fund Title	Fund #
		11/7/2024	Benefit Coordinators Corporation (BCC)	10.45	Dental and Vision Benefits Nov 2024	Proposition A Fund	221
		11/7/2024	Benefit Coordinators Corporation (BCC)	33.16	Dental and Vision Benefits Nov 2024	Proposition C Fund	222
		11/7/2024	Benefit Coordinators Corporation (BCC)	19.90	Dental and Vision Benefits Nov 2024	Measure R Fund	224
		11/7/2024	Benefit Coordinators Corporation (BCC)	92.82	Dental and Vision Benefits Nov 2024	Measure M Fund	225
		11/7/2024	Benefit Coordinators Corporation (BCC)	145.86	Dental and Vision Benefits Nov 2024	CDBG	243
		11/7/2024	Benefit Coordinators Corporation (BCC)	6.63	Dental and Vision Benefits Nov 2024	Street Lighting Fund	251
		11/7/2024	Benefit Coordinators Corporation (BCC)	132.60	Dental and Vision Benefits Nov 2024	Local Fiscal Recovery Fund	273
		11/7/2024	Benefit Coordinators Corporation (BCC)	19.90	Dental and Vision Benefits Nov 2024	Successor Agency Fund	611
092719	P	11/7/2024	BPR Consulting Group LLC	12,855.87	Professional Svcs Sept 2024	General Fund	100
092720	P	11/7/2024	Brent Talmo	989.86	Retiree Medical Reimb Nov 2024	General Fund	100
092721	P	11/7/2024	Brian E. Juarez	300.00	City Clerk Stipend Nov 2024	General Fund	100
092722	P	11/7/2024	Bruce Leflar	1,207.90	Retiree Medical Reimb Nov 2024	General Fund	100
092723	P	11/7/2024	California Association of Code Enforcement Officers	100.00	Membership Dues - Code Enforcement	General Fund	100
092724	P	11/7/2024	California Consulting Inc.	3,725.00	Grant Writing Svcs Oct 2024	General Fund	100
092725	P	11/7/2024	California Building Standards Commission	39.60	CA Bldg Standards Fees Qtr Apr-June 2021	General Fund	100
		11/7/2024	California Building Standards Commission	40.50	CA Bldg Standards Fees Qtr Apr-June 2023	General Fund	100
		11/7/2024	California Building Standards Commission	55.80	CA Bldg Standards Fees Qtr Apr-June 2024	General Fund	100
		11/7/2024	California Building Standards Commission	35.10	CA Bldg Standards Fees Qtr Jan-Mar 2021	General Fund	100
		11/7/2024	California Building Standards Commission	37.80	CA Bldg Standards Fees Qtr Jan-Mar 2023	General Fund	100
		11/7/2024	California Building Standards Commission	3.60	CA Bldg Standards Fees Qtr July-Sep 2021	General Fund	100
		11/7/2024	California Building Standards Commission	19.80	CA Bldg Standards Fees Qtr July-Sep 2023	General Fund	100
		11/7/2024	California Building Standards Commission	70.20	CA Bldg Standards Fees Qtr July-Sept 2024	General Fund	100
		11/7/2024	California Building Standards Commission	19.80	CA Bldg Standards Fees Qtr Oct-Dec 2021	General Fund	100
		11/7/2024	California Building Standards Commission	13.50	CA Bldg Standards Fees Qtr Oct-Dec 2023	General Fund	100
092726	P	11/7/2024	Charter Communications Holdings, LLC	630.85	CH Internet and Phone Svcs Oct 2024	General Fund	100
		11/7/2024	Charter Communications Holdings, LLC	325.00	City Yard Internet and Phone Svcs Oct 2024	General Fund	100
092727	P	11/7/2024	Christine M. Locher	291.15	Retiree Medical Reimb Nov 2024	General Fund	100
092728	P	11/7/2024	CivicPlus LLC	1,039.67	Municode Svcs 9/13/24	General Fund	100
092729	P	11/7/2024	Claudia Zavala	30.15	Mileage Reimbursement	General Fund	100
092730	P	11/7/2024	CoreLogic Solutions LLC.	150.00	Property Finder Svcs Sept 2024	General Fund	100
092731	P	11/7/2024	County of L.A. Dept. of Animal Control	20,225.44	Animal Control for Sept 2024	General Fund	100
092732	P	11/7/2024	Daily Journal Corporation	540.00	Notice Inviting Bids Slauson & Atlantic Congestion 10/17/24	General Fund	100
092733	P	11/7/2024	Daisy Guerrero	600.71	Centennial Event - Reimb Various Supplies 10/3/24	General Fund	100
092734	P	11/7/2024	Dapeer, Rosenblit & Litvak, LLP	1,032.26	Municipal Code Enforcement Prof Svcs Sept 2024	General Fund	100
092735	P	11/7/2024	Dewey Pest Control	7.50	Pest Control Svcs Oct 2024	General Fund	100

Check NO.	Prepays (P)	Date	Name	Check Amount	Description	Fund Title	Fund #
		11/7/2024	Dewey Pest Control	9,326.00	Termite Fumigation: Teen Center	Local Fiscal Recovery Fund	273
092736	P	11/7/2024	Diana Cho & Associates	2,684.00	Consulting Svcs Code Enforcement Sept 2024	CDBG	243
		11/7/2024	Diana Cho & Associates	1,364.00	Consulting Svcs Sidewalk Rehabilitation Proj Sept 2024	CDBG	243
092737	P	11/7/2024	Downey Import Cars Inc.	190.00	City's Vehicle Maintenance VIN. 08062	General Fund	100
092738	P	11/7/2024	Edward Ahrens	1,573.82	Retiree Medical Reimb Nov 2024	General Fund	100
092739	P	11/7/2024	Eliud James Gonzalez	50.00	Youth Commissioner Stipend 10/9/24	General Fund	100
092740	P	11/7/2024	Gateway Cities Council of Governments	7,389.14	Slauson Ave Complete Street Study 10/23/24	Proposition C Fund	222
092741	P	11/7/2024	GOGov, Inc. dba GOGovApps	15,924.00	Citizen Request Mgmt (CRM) & Subscrip 12/1/24 - 11/30/25	General Fund	100
092742	P	11/7/2024	Graffiti Protective Coatings	5,232.93	Graffiti Bus Shelter Maint Sept 2024	Proposition C Fund	222
		11/7/2024	Graffiti Protective Coatings	18,000.00	Citywide Graffiti Removal Sept 2024	CDBG	243
092743	P	11/7/2024	HD Supply formerly Home Depot Pro	948.83	CH Facilities' Restroom Supplies	General Fund	100
092744	P	11/7/2024	Hinderliter de Llamas & Assoc.	7,945.00	Cannabis Compliance Inspections Sept 2024	General Fund	100
092745	P	11/7/2024	Innovative Fence Inc.	391.35	Temporary Fence Rental - Maywood Park	General Fund	100
		11/7/2024	Innovative Fence Inc.	2,457.60	Temporary Fence Rental - Maywood Park Extra Panels	General Fund	100
092746	P	11/7/2024	Jaylene Grace Martinez	50.00	Youth Commissioner Stipend 10/9/24	General Fund	100
092747	P	11/7/2024	Jervis Family Trust dated August 4, 1992	19,600.00	Rental Assistance Program Oct 2024 to Nov 2025	Permanent Local Housing Allocation	501
092748	P	11/7/2024	Gregory Kiley dba Kiley & Associates LLC	3,900.00	Federal Legislative Advocacy Svcs 9/16/24 - 10/15/24	General Fund	100
092749	P	11/7/2024	L.B. Johnson Hardware #1	32.83	Centennial Event - Field Supplies	General Fund	100
		11/7/2024	L.B. Johnson Hardware #1	230.65	Centennial Event - Various Supplies	General Fund	100
		11/7/2024	L.B. Johnson Hardware #1	56.90	Cement Bags	Gas Tax Fund	212
092750	P	11/7/2024	Leo Agredano	14,300.00	Rental Assistance Program Oct 2024 to Aug 2025	Permanent Local Housing Allocation	501
092751	P	11/7/2024	Little Mexico Restaurant Corp	450.00	Taste of Maywood - Food Vendor	Local Fiscal Recovery Fund	273
092752	P	11/7/2024	Mary Mariscal	50.00	Treasurer Stipend Nov 2024	General Fund	100
092753	P	11/7/2024	Maywood Mutual Water No.1	124.68	Water Svcs 3530 E Slauson Ave 8/27/24 - 10/22/24	General Fund	100
		11/7/2024	Maywood Mutual Water No.1	184.49	Water Svcs 3630 E Slauson Ave 8/27/24 - 10/22/24	General Fund	100
		11/7/2024	Maywood Mutual Water No.1	184.49	Water Svcs 3728 E Slauson Ave 8/23/24 - 10/22/24	General Fund	100
		11/7/2024	Maywood Mutual Water No.1	129.72	Water Svcs 4400 E Slauson Ave 8/27/24 - 10/22/24	General Fund	100
		11/7/2024	Maywood Mutual Water No.1	97.07	Water Svcs 5921 Atlantic Ave 8/27/24 - 10/22/24	General Fund	100
		11/7/2024	Maywood Mutual Water No.1	78.67	Water Svcs 5961 Atlantic Ave 8/27/24 - 10/22/24	General Fund	100
		11/7/2024	Maywood Mutual Water No.1	179.89	Water Svcs 6027 Atlantic Ave 8/22/24 - 10/18/24	General Fund	100
		11/7/2024	Maywood Mutual Water No.1	175.29	Water Svcs 6135 Atlantic Ave 8/22/24 - 10/18/24	General Fund	100
092754	P	11/7/2024	Maywood Mutual Water Co. No.2	163.00	Water Svcs 3626 E 56th/Pixley Pk 9/1/24 - 11/1/24	General Fund	100
		11/7/2024	Maywood Mutual Water Co. No.2	291.70	Water Svcs 4319 E Slauson 9/1/24 - 11/1/24	General Fund	100
		11/7/2024	Maywood Mutual Water Co. No.2	51.40	Water Svcs 4323 S Slauson Ave 9/1/24 -11/1/24	General Fund	100
		11/7/2024	Maywood Mutual Water Co. No.2	127.30	Water Svcs 5313 Pine Ave 9/1/24 -11/1/24	General Fund	100
		11/7/2024	Maywood Mutual Water Co. No.2	6.60	Water Svcs 5515 Maywood Ave 9/1/24 -11/1/24	General Fund	100
092755	P	11/7/2024	Tri-City Mutual Water Company	444.00	Water Svcs 4618 Slauson Ave 8/21/24 - 10/23/24	General Fund	100
		11/7/2024	Tri-City Mutual Water Company	528.00	Water Svcs 4800 Slauson 08/20/24 - 10/24/24	General Fund	100
		11/7/2024	Tri-City Mutual Water Company	244.00	Water Svcs 5316 Atlantic Ave 8/23/24 - 10/25/24	General Fund	100
		11/7/2024	Tri-City Mutual Water Company	108.00	Water Svcs 5600 Heliotrope Ave 8/22/24 - 10/25/24	General Fund	100

Check NO.	Prepays (P)	Date	Name	Check Amount	Description	Fund Title	Fund #
		11/7/2024	Tri-City Mutual Water Company	2,372.00	Water Svcs 5950 Walker Ave Oct 2024	General Fund	100
		11/7/2024	Tri-City Mutual Water Company	2,228.00	Water Svcs E. 58th St 8/22/24 - 10/25/24	General Fund	100
092756	P	11/7/2024	Miguel Leon	74.77	Mileage Reimbursement 10/16/24 - 10/18/24	General Fund	100
092757	P	11/7/2024	Nancy Rodriguez	1,286.41	CAJPIA Conference Parking Reimb & Lodging 10/8/24	General Fund	100
092758	P	11/7/2024	Nationwide Environmental Services	7,537.00	Street Sweeping Svcs Oct 2024	Measure W Fund	280
092759	P	11/7/2024	Property Health Inc.	6,830.00	Hazmat Abatement Proj Mgmt 5110 District Blvd Apr-July 2024	Successor Agency Fund	611
092760	P	11/7/2024	County of LA Dept of Public Works	538.71	Sewer Maint Aug 2024	Sewer Enterprise Fund	412
092761	P	11/7/2024	QDoxs	44.90	Copier Base Charge Oct 2024	General Fund	100
092762	P	11/7/2024	RCK Investments, LLC	18,504.00	Rental Assistance Program Oct 2024 to Sept 2025	Permanent Local Housing Allocation	501
092763	P	11/7/2024	Roadline Products Inc.	1,662.75	Poles for Street Signs	Gas Tax Fund	212
		11/7/2024	Roadline Products Inc.	1,349.00	Red Paint for Street Curbs	Gas Tax Fund	212
092764	P	11/7/2024	Robert Leach	1,005.00	Retiree Medical Reimb Nov 2024	General Fund	100
092765	P	11/7/2024	Ronald Lindsey	1,422.62	Retiree Medical Reimb Nov 2024	General Fund	100
092766	P	11/7/2024	Roy Alexande Hernandez	50.00	Youth Commissioner Stipend 10/9/24	General Fund	100
092767	P	11/7/2024	Richards Watson & Gershon	6,486.03	Legal Svcs-0001 Aug 2024	General Fund	100
		11/7/2024	Richards Watson & Gershon	340.60	Legal Svcs-0010 Aug 2024	General Fund	100
		11/7/2024	Richards Watson & Gershon	585.02	Legal Svcs-0012 Aug 2024	General Fund	100
092768	P	11/7/2024	SHERIFF'S DEPT COUNTY OF LOS ANGELES	490,860.55	Municipal Law Enforcement Svcs Sept 2024	General Fund	100
		11/7/2024	SHERIFF'S DEPT COUNTY OF LOS ANGELES	5,426.28	Municipal Law Enforcement Svcs Special Events 7/1/24- 7/3/24	General Fund	100
		11/7/2024	SHERIFF'S DEPT COUNTY OF LOS ANGELES	1,098.68	Municipal Law Enforcement Svcs Special Events 8/8/24	General Fund	100
092769	P	11/7/2024	Stantec Planning & Landscape Architecture	2,196.25	Slauson Ave and Atlantic Blvd Congestion Relief Improvements	Grant Fund	261
092770	P	11/7/2024	Staples Business Advantage	130.35	Bankers Box, Binders, Label Maker Tape	General Fund	100
		11/7/2024	Staples Business Advantage	301.79	CH Various Office Supplies	General Fund	100
092771	P	11/7/2024	T-MOBILE	585.07	Cell Phone Svcs 9/21/24 - 10/20/24	General Fund	100
092772	P	11/7/2024	Tony Lai	18,900.00	Rental Assistance Program Oct 2024 to April 2025	Permanent Local Housing Allocation	501
092773	P	11/7/2024	Quadient Finance USA Inc.	449.00	Postage Usage 09/18/24-10/15/24	General Fund	100
092774	P	11/7/2024	Transtech Engineers Inc	6,836.50	240899 Planning Staff Serv Sub Avant-Garde - July 2024	General Fund	100
092775	P	11/7/2024	U.S. Bank Corporate Payment System	5,345.46	Credit Card 10/15/24 stmt	General Fund	100
092776	P	11/7/2024	Vernon City of	24.29	Slauson/Downey 7/31/24 - 9/03/24	General Fund	100
092777	P	11/7/2024	World Private Security Inc.	1,584.03	Centennial Celebration - Security Added Hours	General Fund	100
092778	P	11/7/2024	Xerox Financial Services	589.12	Copier Lease 9/30/24 - 10/29/24	General Fund	100
092779		11/8/2024	A-A Backflow Testing	760.00	Backflow Device Testing Oct 2024	Gas Tax Fund	212
092780		11/8/2024	Burke, Williams & Sorensen, LLP	1,152.80	Legal Svcs Sept 2024	General Fund	100
092781		11/8/2024	California Building Standards Commission	47.70	CA Bldg Standards Fees Qtr Apr-June 2022	General Fund	100
		11/8/2024	California Building Standards Commission	82.80	CA Bldg Standards Fees Qtr Jan-Mar 2022	General Fund	100
		11/8/2024	California Building Standards Commission	14.40	CA Bldg Standards Fees Qtr Jan-Mar 2024	General Fund	100

Check NO.	Prepays (P)	Date	Name	Check Amount	Description	Fund Title	Fund #
		11/8/2024	California Building Standards Commission	31.05	CA Bldg Standards Fees Qtr July-Sep 2022	General Fund	100
		11/8/2024	California Building Standards Commission	7.20	CA Bldg Standards Fees Qtr Oct-Dec 2022	General Fund	100
092782		11/8/2024	Crosstown Electrical & Data Inc.	6,715.35	Various Streets 9/4/24	General Fund	100
		11/8/2024	Crosstown Electrical & Data Inc.	730.56	Slauson Ave & 55th St 9/13/24	Gas Tax Fund	212
		11/8/2024	Crosstown Electrical & Data Inc.	141.02	Slauson Ave & Alamo Ave 9/13/24	Gas Tax Fund	212
		11/8/2024	Crosstown Electrical & Data Inc.	331.93	Slauson Ave & Corona Ave 9/11/24	Gas Tax Fund	212
		11/8/2024	Crosstown Electrical & Data Inc.	337.63	Slauson Ave & Corona Ave 9/12/24	Gas Tax Fund	212
		11/8/2024	Crosstown Electrical & Data Inc.	381.29	Slauson Ave & Gifford Ave 9/11/24	Gas Tax Fund	212
		11/8/2024	Crosstown Electrical & Data Inc.	147.59	Slauson Avenue & Maywood Avenue 9/25/24	Gas Tax Fund	212
092783		11/8/2024	Dave and Frank Automotive	30.00	Vehicle Repair VIN#08062 10/10/24	General Fund	100
092784	P	11/8/2024	Gary Olavarria	2,040.02	Centennial Event - Polo Shirts Embroidery	General Fund	100
092785	P	11/8/2024	Gateway Cities Council of Governments	15,000.00	GWMA Membership FY 2024-2025	General Fund	100
		11/8/2024	Gateway Cities Council of Governments	17,325.00	Membership FY24-25	General Fund	100
092786		11/8/2024	George Hills Company	372.70	City Claims/Adjuster Sept 2024	General Fund	100
092787		11/8/2024	HD Supply formerly Home Depot Pro	146.31	Building Maint Materials - Hand Soap	General Fund	100
		11/8/2024	HD Supply formerly Home Depot Pro	26.70	Building Maint Supplies - Plug Pipe	General Fund	100
		11/8/2024	HD Supply formerly Home Depot Pro	9.89	PW Dept - Tools	General Fund	100
092788		11/8/2024	HDL Coren & Cone	2,636.97	Property Tax Svcs Oct - Dec 2024	General Fund	100
092789		11/8/2024	JMG Security System	565.00	CH Cameras Svcs Oct 2024	General Fund	100
092791		11/8/2024	L.B. Johnson Hardware #1	93.66	Building Maint Materials - Cleaning Products	General Fund	100
		11/8/2024	L.B. Johnson Hardware #1	82.20	Building Maint Materials - Various	General Fund	100
		11/8/2024	L.B. Johnson Hardware #1	28.45	Building Maint Supplies - Cleaning Product	General Fund	100
		11/8/2024	L.B. Johnson Hardware #1	81.00	Building Maint Supplies - Electrical Supplies	General Fund	100
		11/8/2024	L.B. Johnson Hardware #1	5.66	Building Maint Supplies - Clips & Knobs	General Fund	100
		11/8/2024	L.B. Johnson Hardware #1	37.39	Building Maint Supplies - Various	General Fund	100
		11/8/2024	L.B. Johnson Hardware #1	16.39	PW Dept - Grind Wheel	General Fund	100
		11/8/2024	L.B. Johnson Hardware #1	312.77	PW Dept - Various Supplies	General Fund	100
		11/8/2024	L.B. Johnson Hardware #1	8.75	PW Dept - Wasp and Hornet Spray	General Fund	100
092792		11/8/2024	Lilia Garcia	48.00	Citation Refund	General Fund	100
092793	P	11/8/2024	MainStreet Designs, Inc.	2,343.66	PW Dept - Banner Bracketing System	General Fund	100
092794		11/8/2024	Municipal Waste Solutions, Inc.	2,280.00	MWS Solid Waste Consulting Sept 2024	Grant Fund	261
092795		11/8/2024	North Star Landcare	5,755.75	Tree Maint Svcs Oct 2024	General Fund	100
		11/8/2024	North Star Landcare	4,075.50	Tree Maint Svcs Oct 2024	Gas Tax Fund	212
		11/8/2024	North Star Landcare	492.00	Tree Maint Svcs Vinevale Ave Sept 2024	Gas Tax Fund	212
		11/8/2024	North Star Landcare	1,050.00	Tree Removal Svcs Aug 2024	Gas Tax Fund	212
092796		11/8/2024	Ok Printing Design & Digital Print	2,550.00	Newsletter Oct - Dec 2024 - Printing	General Fund	100
092797		11/8/2024	Public Agency Risk Management Assoc	300.00	PARMA Membership FY24-25	General Fund	100
092798		11/8/2024	Revueltas Landscape Inc	4,500.00	Dodger Dream Field Maint Aug 2024	General Fund	100
		11/8/2024	Revueltas Landscape Inc	4,500.00	Dodger Dream Field Maint Oct 2024	General Fund	100
092799		11/8/2024	Richards Watson & Gershon	5,774.61	Legal Svcs-0001 Sept 2024	General Fund	100
092800		11/8/2024	Southeast Rio Vista YMCA	2,552.00	Community Event - Turkey Giveaway	General Fund	100
092801		11/8/2024	Tierra West Advisors, Inc	2,465.00	Consultant Svcs 5102 & 5110 District Blvd Sept 2024	Successor Agency Fund	611
092802		11/8/2024	Transtech Engineers Inc	1,625.25	Clean California Grant Design Phase - July 2024	Grant Fund	261
092803		11/8/2024	ULINE INC.	273.03	PW - Dog Waste Bags	General Fund	100
092804	P	11/12/2024	Aresolo, Inc.	2,690.96	State of the City - Food Svcs	General Fund	100
ACH-214		10/1/2024	US Bank Fees	460.75	Bank Merchant Fees Oct 2024	General Fund	100

Check NO.	Prepays (P)	Date	Name	Check Amount	Description	Fund Title	Fund #
ACH-215		10/2/2024	California Public Employees' Retirement System	28,046.50	CalPERS Health Contribution Oct 2024	General Fund	100
		10/2/2024	California Public Employees' Retirement System	4,021.86	CalPERS Health Contribution Oct 2024	Gas Tax Fund	212
		10/2/2024	California Public Employees' Retirement System	259.62	CalPERS Health Contribution Oct 2024	Proposition A Fund	221
		10/2/2024	California Public Employees' Retirement System	772.73	CalPERS Health Contribution Oct 2024	Proposition C Fund	222
		10/2/2024	California Public Employees' Retirement System	435.28	CalPERS Health Contribution Oct 2024	Measure R Fund	224
		10/2/2024	California Public Employees' Retirement System	1,648.50	CalPERS Health Contribution Oct 2024	Measure M Fund	225
		10/2/2024	California Public Employees' Retirement System	2,552.96	CalPERS Health Contribution Oct 2024	CDBG	243
		10/2/2024	California Public Employees' Retirement System	107.44	CalPERS Health Contribution Oct 2024	Street Lighting Fund	251
		10/2/2024	California Public Employees' Retirement System	2,250.07	CalPERS Health Contribution Oct 2024	Local Fiscal Recovery Fund	273
		10/2/2024	California Public Employees' Retirement System	513.14	CalPERS Health Contribution Oct 2024	Successor Agency Fund	611
ACH-216		10/2/2024	8x8 Inc.	466.13	Monthly Telephone Svcs Aug 2024	General Fund	100
ACH-217		10/3/2024	Keena & Associates	4,733.00	Premium Commercial Automobile FY 2024/2025	General Fund	100
ACH-218		10/3/2024	California Joint Powers Insurance Authority	22,355.58	CJPIA Oct 2024	General Fund	100
ACH-219		10/1/2024	State Compensation Insurance Fund	4,123.33	Workers Compensation Insurance - Sept 2024	General Fund	100
ACH-220		10/15/2024	US Bank Fees	120.00	Analysis Svcs Charges for Oct 2024	General Fund	100
ACH-221		10/17/2024	American Family Life Assurance Company of Columbus (AFLAC)	158.88	Aflac Payment Sept 2024	General Fund	100
ACH-222		10/18/2024	California Public Employees' Retirement System	8,729.54	CalPERS Contribution 9/22/2024-10/05/2024	General Fund	100
		10/18/2024	California Public Employees' Retirement System	866.51	CalPERS Contribution 9/22/2024-10/05/2024	Gas Tax Fund	212
		10/18/2024	California Public Employees' Retirement System	89.30	CalPERS Contribution 9/22/2024-10/05/2024	Proposition A Fund	221
		10/18/2024	California Public Employees' Retirement System	312.91	CalPERS Contribution 9/22/2024-10/05/2024	Proposition C Fund	222
		10/18/2024	California Public Employees' Retirement System	130.57	CalPERS Contribution 9/22/2024-10/05/2024	Measure R Fund	224
		10/18/2024	California Public Employees' Retirement System	277.25	CalPERS Contribution 9/22/2024-10/05/2024	Measure M Fund	225
		10/18/2024	California Public Employees' Retirement System	726.04	CalPERS Contribution 9/22/2024-10/05/2024	CDBG	243
		10/18/2024	California Public Employees' Retirement System	22.92	CalPERS Contribution 9/22/2024-10/05/2024	Street Lighting Fund	251
		10/18/2024	California Public Employees' Retirement System	423.56	CalPERS Contribution 9/22/2024-10/05/2024	Local Fiscal Recovery Fund	273
		10/18/2024	California Public Employees' Retirement System	272.99	CalPERS Contribution 9/22/2024-10/05/2024	Successor Agency Fund	611
ACH-223		10/25/2024	Automatic Data Processing	559.90	ADP Payroll Fees October 2024	General Fund	100

Check NO.	Prepays (P)	Date	Name	Check Amount	Description	Fund Title	Fund #
ACH-224		10/29/2024	State Compensation Insurance Fund	4,123.33	Workers Compensation Insurance Oct 2024	General Fund	100
ACH-225		10/30/2024	Colonial Life	90.12	Colonial Life Oct 2024	General Fund	100
ACH-226		11/1/2024	WELLS FARGO BANK N A	5,000.00	Maywood CDC Tax Alloc. Ref. 2017A1,A2,B 10/18/24 - 10/17/25	Successor Agency Fund	611
ACH-227		11/1/2024	US Bank Fees	777.76	Bank Merchant Fees Nov 2024	General Fund	100
ACH-228		11/4/2024	Keena & Associates	3,732.00	Automobile Insurance FY 2024/2025	General Fund	100
ACH-229		11/5/2024	8x8 Inc.	466.13	Monthly Telephone Svcs Oct 2024	General Fund	100
			Total ACH and Warrant Registers	1,253,618.90			
		10/24/2024	Payroll Transfer	66,870.13	Payroll Pay Period 10/6/2024 - 10/19/2024	Various Funds	
		11/7/2024	Payroll Transfer	66,173.19	Payroll Pay Period 10/20/2024 - 11/2/2024	Various Funds	
			Total ACH, Warrant Registers and Payroll Transfer	<u>1,386,662.22</u>			

AGENDA REPORT

CITY OF MAYWOOD



AGENDA ITEM NO. 6.

DATE: November 19, 2024

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: JENNIFER VASQUEZ, CITY MANAGER

BY: STEVE FOWLER, DIRECTOR OF BUILDING AND PLANNING

SUBJECT: CONSIDERATION OF ADOPTING RESOLUTION NO. 6391 OF THE CITY OF MAYWOOD CITY COUNCIL TO APPROVE A WAIVER OF A FILM PERMIT APPLICATION FEE FOR A STUDENT FILM PRODUCTION LOCATED AT 5824 HELIOTROPE AVENUE IN THE AMOUNT OF \$450.00 FOR THE CALIFORNIA STATE UNIVERSITY OF NORTHRIDGE FILM STUDENTS (CSUN MIKE CURB COLLEGE OF ARTS, MEDIA, AND COMMUNICATION)

RECOMMENDATION:

Staff recommends that the City Council consider adopting Resolution No. 6391 to approve a request for a waiver of the City's film permit fee of \$450.00 to allow the CSUN Mike Curb College of Arts, Media, and Communication film production to take place at 5824 Heliotrope Avenue.

BACKGROUND:

Applications for filming in the City of Maywood require a \$450.00 fee according to the City's Comprehensive Fee Schedule, to recover the time it takes to review the application and make sure the area(s) abutting the filming location are not impacted. The review process includes reviewing the filming location, parking for the crew members, indoor and outdoor filming, any impact on the public right of way, and if any city services are required to assist the production.

DISCUSSION:

The California State University of Northridge filming students found a location in the City of Maywood that fits their production needs and have submitted an application. The application is for three filming dates:

- Filming dates were scheduled for October 30, through November 2, 2024, with setup hours scheduled between 10:00 a.m. and 11:00 a.m. and clean up scheduled between 9:00 p.m. and 11:00 p.m. Filming occurred without any complaints or concerns communicated to the city.

All filming took place within the residential property located at 5824 Heliotrope Avenue. All the insurance requirements have been submitted along with the application.

The students have a limited budget and are unable to pay for the filming application. However, due to deadlines at school, they were unable to wait for the Council to consider this item, so they have consequently pledged to pay the fee if this application waiver is not granted. The City Council is the only governing body in the city able to waive fees. Based on the limited budget for this student film permit application, staff

recommends that the City Council consider the requested waiver of fees.

LEGAL REVIEW:

The City Attorney has reviewed this report.

FISCAL IMPACT:

The City will not recover any expenses attributed to this permit if fees are waived in full as requested.

ATTACHMENT(S)

1. Resolution No. 6391 - Film Permit Fee Waiver
2. CSUN_Film Permit_Planning Application and Certificate of Liability Insurance

RESOLUTION NO. 6391

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
MAYWOOD, CALIFORNIA, APPROVING A WAIVER OF
FEES FOR A FILM PERMIT FOR CALIFORNIA STATE
UNIVERSITY, NORTHRIDGE FILM STUDENTS**

WHEREAS, California State University, Northridge students (“Students”), desire to film a student film at 5824 Heliotrope Avenue;

WHEREAS, the Students have submitted a complete film permit application and have shown proof of insurance and meet all other requirements for obtaining a film permit;

WHEREAS, the Students have represented that their student film has a limited budget and have requested a waiver of the City’s film permit fee in the amount of four hundred and fifty dollars (\$450.00);

WHEREAS, waiving the film permit fee for this student film serves a valid public purpose by promoting and supporting a sense of community, local businesses and the arts in Maywood.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MAYWOOD
HEREBY FINDS, RESOLVES, DECLARES, DETERMINES AND ORDER AS
FOLLOWS:**

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

Section 2. The City Council waives the City’s film permit fee in the amount of four hundred and fifty dollars (\$450.00) for the student film described above.

PASSED, APPROVED AND ADOPTED THIS 19th day of November, 2024.

Eddie De La Riva, 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, do hereby certify that the foregoing Resolution No. 6391, was adopted at a special meeting of the City Council of the City of Maywood held on the 19th day of November 2024 by the following vote:

AYES:

NAYES:

ABSENT:

ABSTAIN:

Brian E. Juarez, City Clerk

PROJECT NO. FP24-08
Date: 10/23/24



CITY OF MAYWOOD
4319 East Slauson Avenue *Maywood, California 90270
Tel:(323) 562-5000 * Fax (323) 773- 2806

F I L M I N G P E R M I T

1. Applicant requests the issuance of a ☐ State ☐ County ☐ City ☐ Multijurisdictional Film permit to:

California State University of Northridge	(818) 677 - 1200
COMPANY NAME	PHONE
18111 Nordhoff St., Northridge, CA 91330	
ADDRESS	
Jose Paulo De Paz Hernandez	(562) 315 - 6676
APPLICANT / CONTACT PERSON	PHONE
<i>[Signature]</i>	
APPLICANT'S SIGNATURE	

2. The applicant is a/an ☒ individual ☐ production company.

3. The name of the production is: Knights of Cydonia

4. This is a/an: ☐ Commercial ☐ Motion Picture ☒ Educational ☐ Television
☐ Still Photography ☐ Other (specify) Thesis; TV Pilot Episode

5. Applicant requests permission to work on 10/30/24 through 11/3/24,
commencing at 10 a.m. /p.m. through 10 a.m./p.m. at the following location:

A. Location:

N/A	Roxana Yaneth De Paz	(562) 753 - 4633
BUSINESS NAME	PROPERTY OWNER	PHONE
5824 Heliotrope Ave Maywood CA 90270		
ADDRESS		

HOURS:	10 am - 11 pm	9 pm -10 pm
	SET-UP	CLEAN UP

DATES/DAYS: 10/30/2024, 11/1/2024, 11/2/2024

PROJECT NO. _____

Date: _____

B. Location:

YMCA

323 588 2256

BUSINESS NAME	PROPERTY OWNER	PHONE
4801 E 58th Street Maywood CA 90270		
ADDRESS		

HOURS:	10 am - 11 am	8 pm -10 pm
	SET-UP	CLEAN UP

DATES/DAYS: 10/30/2024 and 11/01/2024

C. Location:

BUSINESS NAME	PROPERTY OWNER	PHONE
ADDRESS		

HOURS:	SET-UP	CLEAN UP

DATES/DAYS: _____

6. The location(s) is/are ☐ State ☐ County ☒ City ☒ Private property

7. The location(s) is/are in ☒ residential ☒ commercial ☐ industrial areas.

8. The filming activity scheduled to be conducted is described as follows:

Drama/Comedy scenes for a pilot episode. Including I.C.E Agents with prop weapons that have been cleared by Commander Kearney CSUN Police and an arrest scene indoors.

9. Number of individuals in cast and crew: 24 Crew + 7 Talent = 31 Total

10. Types and number of vehicles:

☒ Automobiles 20	☐ Motor homes _____	☒ Trucks 1
☐ Catering trucks _____	☐ Vans _____	☐ Trailers _____
☐ Other (specify) _____		

11. Provide a Site Plan of Set-Up to include vehicle and filming locations.

12. Additional Information:

Parking will be at the YMCA lot for twenty personal vehicles once approved by Jerry, the rest will be on public roads highlighted on the aerial location plan if the YMCA cannot be secured. A 10' U-Haul truck will be parked in the driveway of the filming property.

PROJECT NO. _____

Date: _____

FOR DEPARTMENT USE ONLY

1. Fees: ☒ Filming \$450 ☐ Photography \$45 ☐ Paid ☐ Waived /required

b. Certificate of Liability Insurance

c. Endorsement only ☐ Endorsed (see reverse)

1. Types and number of additional craft:

☐ Airplanes _____ ☐ Military craft _____ ☐ Helicopters _____ ☐ Boats _____☐ Other specify: _____

2. Applicant request special assistance at the location:

☐ Street closure ☐ Traffic control ☐ Emergency services☐ Other specify: _____3. Applicant does/does not intend to use: ☐ Animals ☐ Chemical ☐ Explosives ☐ Fire

DEPARTMENT APPROVALS

☐	Approved	<i>[Signature]</i> for Steve Fowler • 10/30/24		
☐	Deny	Building & Planning	Date	Comments
☐	Approved			
☐	Deny	Fire Department	Date	Comments
☐	Approved	<i>[Signature]</i> 10/30/24		
☐	Deny	Recreation & Parks	Date	Comments
☐	Approved	<i>[Signature]</i> 10/30/24		
☐	Deny	Police	Date	Comments
☒	Approved	<i>[Signature]</i> 10/30/24		
☐	Deny	Public Works	Date	Comments
☐	Approved			
☐	Deny	City Attorney	Date	Comments
☐	Approved			
☐	Deny	Finance	Date	Comments



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/11/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Film Emporium, Inc. dba New York Film Emporium Insurance Services 1890 Palmer Ave #403 Larchmont, NY 10538 Phone No. (914) 833-2433 Fax No.		CONTACT NAME: Amanda Mogro PHONE (A/C No. Ext): (914) 833-2433 FAX (A/C No.): E-MAIL ADDRESS: amanda@filmemporium.com	
INSURED Sergio Ramirez 8525 De Soto Ave #42 Canoga Park, CA 91304 Phone No. (760) 216-1870 Fax No.		INSURER(S) AFFORDING COVERAGE INSURER A: ZAI - Zurich American Insurance Company NAIC # 16535 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 1137511

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
ZAI	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	X	FLM3185508-00	10/14/2024	11/06/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/PO/AGG \$ 2,000,000
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐ N/A				PER STATUTE ☐ OTH-ER ☐ E.I. EACH ACCIDENT \$ E.I. DISEASE - EA EMPLOYEE \$ E.I. DISEASE - POLICY LIMIT \$
ZAI	Inland Marine		FLM3185508-00	10/14/2024	11/06/2024	See Attached

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES

The City of Maywood is named as an Additional Insured and Loss Payee as their interests may appear.

Coverage Location: United States & Canada

Production Knights Of Cydonia

All coverages expire at 12:01 a.m. Standard Time.

CERTIFICATE HOLDER

CANCELLATION

City of Maywood 4319 E Slauson Avenue Maywood, CA 90270 United States Of America Phone No. Fax No.	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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ACORD 25 (2016/03)

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This certificate of insurance does not affirmatively or negatively amend, extend, or alter the coverage afforded by the insurance policy.

ADDITIONAL COVERAGE DETAILS

DATE (MM/DD/YY)

10/11/2024

INSURED

Sergio Ramirez

The following is attached to and made part of certificate number 1137511.

Policy Details	Coverage	Limit	Deductible
Inland Marine			
Company:	Zurich American Insurance Company		
Policy Number:	FLM3185508-00		
*Period:	10/14/2024 - 11/06/2024: 23 Day(s)		
	Miscellaneous Rented Equipment	300,000	2,500
	Owned Equipment	Excluded	
	Props, Sets & Wardrobes	Excluded	
	Rented Furs, Jewelry, Art & Antiques Coverage	Excluded	
	Negative Film, Videotape and Digitalized Image	Excluded	
	Faulty Stock, Camera & Processing	Excluded	
	Faulty Stock, Camera & Processing - Broad Form	Excluded	
	Extra Expense	Excluded	
	Third Party Property Damage	1,000,000	2,500
	Office Contents	Excluded	
	Cast Coverage		
	Cast Extra Expense	Excluded	
	Cast Covered Person Extension (no sickness)	Excluded	
	Cast Covered Person Extension Aggregate (sickness)	Excluded	
	Cast Covered Person Extension Per Person (sickness)	Excluded	
	Cast Family Bereavement Extension	Excluded	
	Animal Death, Illness, Injury	Excluded	
	Animal Extra Expense	Excluded	
	Hired/Non-Owned Physical Damage-Aggregate	Excluded	
	Hired/Non-Owned Physical Damage-Per Vehicle	Excluded	
	Rental Cost Reimbursement	Excluded	
	Civil Authority	Excluded	
	Agency And Talent Re-Shoot Costs	Excluded	
	Strikes or Civil Protest	Excluded	
	Waiver of Subrogation	Excluded	
	Coverage Extension Endorsement		
	Coverage Extension Endorsement	Excluded	
	Cinema Production Enhancement Endorsement		
	Cinema Production Enhancement Endorsement	Excluded	
	Unattended Vehicle Exclusion	See Exclusion	
	Terrorism	Included	

*All coverages expire at 12:01 a.m. Standard Time.

Coverage is not afforded for stunts & pyrotechnics except for those declared, scheduled and accepted by the insurance company(s).

For a complete listing of coverages, terms, conditions and exclusions, please view your policy.

Scheduled Stunts and Railroad Scenes

DATE (MM/DD/YY)

10/11/2024

INSURED

Sergio Ramirez

The following is attached to and made part of certificate number 1137511.

Stunts, Animals and Driving Scenes (1)

#	Type	Production Title	Items	Scenes	From	To
1	Choreographed Physical Contact (no weapons) (Choreographed fight scenes that involve physical contact between actors but do not involve any weapons.) Applicable Lines: GL	Knights Of Cydonia	n/a	2	10/30/2024	10/30/2024

Railroad Scenes (0)

#	Type	Production Title	Scenes	From	To
No scenes have been declared.					

Disclaimer

Excess Liability does not apply to any scheduled Railroad Contractual stunts.

SCHEDULE OF FORMS

DATE (MM/DD/YY)

10/11/2024

Insured: Sergio Ramirez

This Schedule of Forms is attached to and made part of certificate number 1137511, as of 10/11/2024 at 02:25 PM PT, and lists the forms included in the policy(s) and subsequent endorsement (s) at the time this certificate was issued.

Form #	Ed.	Name
Entertainment Production Package		
Notices		
U-GU-319-F	0109	Important Notice - In Witness Clause
U-GU-874-BCW	0223	Notice of Disclosure for Agent and Broker Compensation
UGU873ACW	0611	Disclosure Statement
U-GL-1197-A CW	0104	Asbestos Exclusion Endorsement
U-GU-1191-ACW	0315	Sanctions Exclusion Endorsement
Common		
UGU727ACW	0806	Commercial Insurance Policy
UGU1292ACW	0422	Notice Of Important Provisions
UGUD310A	0193	Common Policy Declarations
UGU619ACW	1002	Schedule of Forms and Endorsements
UGU621ACW	1002	Schedule Of Named Insured(s)
UGU618ACW	1002	Schedule Of Locations
IL0017	1198	Common Policy Conditions
U-GU-1223-B CA	0916	Revised Definition Of Spouse Endorsement
UABI100ACW	0117	Schedule Of Productions
UABI105ACW	0117	Non-Insured Production Entity Exclusion
UABI101ACW	0117	Definition Of Employee
UAB100ACW	0117	Minimum Earned Premium Endorsement
IL0270	0720	California Changes - Cancellation and Nonrenewal Endorsement
IL0003	0908	Calculation of Premium
U-GU-630-ECW	0120	Disclosure of Important Information Relating to Terrorism Risk Insurance Act
Inland Marine		
UABMD104ACW	0117	Commercial Inland Marine Declarations Entertainment Program
UGU619ACW	1002	Schedule of Forms and Endorsements
CM0001	0904	Commercial Inland Marine Conditions
UABM133ACW	0117	Common Conditions, Exclusions And Definitions
UABM105ACW	0117	Miscellaneous Equipment Coverage Form
UABM108ACW	0117	Third Party Property Damage Coverage Form
UABM185ACW	0618	Unmanned Aircraft Endorsement
UABM102ACW	0117	Schedule Of Productions
UABM103ACW	0117	Loss Payable Endorsement
UABM128ACW	0117	Excluded Property Endorsement
UABM114ACW	0117	Unscheduled Production, Presentation Or Event Exclusion
UABM100ACW	0117	Stunt, Animal Exposure And Pyrotechnic Exclusion
UABM116ACW	0117	Unattended Vehicle Limitation
U-GU-767-BCW	0115	Cap on Losses From Certified Acts of Terrorism
General Liability		
UABLD100BCW	0119	Commercial General Liability Coverage Part Declarations
UGU619ACW	1002	Schedule of Forms and Endorsements
CG0001	0413	Commercial General Liability Coverage Form
CG2011	1219	Additional Insured - Managers of Lessors of Premises
CG2012	1219	Additional Insured - State or Governmental Agency or Subdivision or Political Subdivision - Permits or Authorizations
CG2026	1219	Additional Insured - Designated Person or Organization
CG2028	1219	Additional Insured - Lessor of leased equipment
UABL121ACW	0117	Limited Stationary Aircraft Coverage
CG2109	0615	Exclusion - Unmanned Aircraft
CG2106	0514	Exclusion - Access or Disclosure of Confidential or Personal Information and Data-Related Liability - With Limited Bodily Injury Exception
U-GL-1171-B-CW	0719	Fungi Bacteria Exclusion
U-GL-1178-A-CW	0703	Asbestos Exclusion
CG2147	1207	Employment Related Practices Exclusion
U-GL-1517-BCW	0413	Collection or Distribution of Material or Information in Violation of Law Exclusion
UABL131ACW	0117	Non-Performing Animal Exclusion
UABL102ACW	0117	Property Damage To Rented Premises Exclusion
UABL129ACW	0117	Assault And Battery Exclusion
UGL1250ACW	0905	Abusive Act Liability Exclusion
UABL122ACW	0117	Newly Acquired Or Formed Entity Exclusion
UABL107ACW	0117	Exclusion - Insureds Conducting Media, Entertainment, Or Internet Type Operations
UABL130ACW	0117	Informational Content Exclusion
UABL135ACW	0117	Media Content Exclusion
UABL137ACW	0117	Cross Suits Exclusion
UABL138ACW	0117	Personal And Advertising Injury - Exclusion Of False Arrest, Detention, Imprisonment, Libel, Slander, Right Of Privacy, Advertising Idea, And Copyright, Trademark Or Trade Secret
UABL106ACW	0117	Unscheduled Production, Presentation Or Event Exclusion
UABL103ACW	0117	Stunt, Pyrotechnic And Animal Exposure Exclusion
UABL104BCW	0118	Schedule Of Covered Stunts, Animals Or Pyrotechnic Activities
CG2132	0509	Communicable Disease Exclusion
IL0021	0908	Nuclear Energy Liability Exclusion Endorsement (Broad Form)
UABL105ACW	0117	Commercial General Liability Changes
U-GU-767-BCW	0115	Cap on Losses From Certified Acts of Terrorism

SCHEDULE OF FORMS

DATE (MM/DD/YY)

10/11/2024

Insured: Sergio Ramirez

This Schedule of Forms is attached to and made part of certificate number 1137511, as of 10/11/2024 at 02:25 PM PT, and lists the forms included in the policy(s) and subsequent endorsement (s) at the time this certificate was issued.

Form #	Ed.	Name
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Disclaimers

This Certificate of Liability Insurance includes the Type of Insurance, Limits, and Schedule of Forms in effect as of 10/11/2024 at 02:25 PM PT. It does not affirmatively or negatively amend, extend, or alter the coverage afforded by the insurance policy nor confer any rights upon the certificate holder. You may be required to request an updated certificate in the event of subsequent policy modifications.

The information included in this certificate that has been provided by Abacus Insurance Brokers, LLC is for your information only, and does not create a contract or agency relationship between the certificate holder or any insured and Abacus Insurance Brokers, LLC. By accepting this certificate the certificate holder acknowledges that Abacus Insurance Brokers, LLC is not the agent of the certificate holder or any insured, but is solely the agent of the listed carrier(s). Abacus Insurance Brokers, LLC makes no representation whether the coverages listed herein are appropriate for the certificate holder or any insured. Please review the listed coverages carefully and direct any questions to your broker. For a complete listing of coverages, terms, conditions and exclusions, please view the referenced Policy(s).

/ / / / /

Certificate Verification

Date (MM/DD/YYYY)

10/11/2024

Insured: Sergio Ramirez

Abacus provides an efficient website lookup tool for certificate holders to verify the authenticity of certificates of insurance.

1. Navigate to the website and input the verification code OR Scan the QR code.
2. The actual certificate issued through the Abacus Platform will download.
3. Compare the details of the downloaded certificate to the certificate presented by the client.

Website	Verification Code
www.abacus.net/verify-certificate	0102OUDZPJ



About Certificates Issued through the Abacus.net Platform

- Abacus requires that all certificates be issued through the Abacus Platform. Certificates issued outside of the Abacus Platform are invalid.
- Certificates may be issued through the Abacus Platform by either the named insured (if registered through the Abacus Platform) or their Abacus registered insurance broker.
- Certificates with any stray marks, cross outs or alterations of any sort are invalid.
- Each certificate is numbered and correlates to the document issued through the Abacus Platform.

October 11, 2024

Professor Quinn Saunders
Professor
Cinema-Television Production
California State University, Northridge

To Whom It May Concern:

This letter denotes that the following students are currently enrolled at California State University, Northridge, enrolled in the **CTVA 442** class under my supervision for the **Fall 2024** semester. This letter also confirms that project *will not be used for commercial purposes*.

Sergio Ramirez
Jose P. DePaz

• If there are any questions, please do not hesitate to contact me via email at quinn.saunders@csun.edu. •

Best Regards,

Quinn Saunders
Professor of CTVA
quinn.saunders@csun.edu



20 Spaces Only

Parking
Film Location

AGENDA REPORT

CITY OF MAYWOOD



AGENDA ITEM NO. 7.

DATE: November 19, 2024

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: JENNIFER VASQUEZ, CITY MANAGER

BY: JERRY GOMEZ, PUBLIC WORKS SUPERINTENDENT

SUBJECT: CONSIDERATION TO APPROVE THE THIRD AMENDMENT TO THE AGREEMENT BETWEEN THE CITY AND THE GATEWAY WATER MANAGEMENT AUTHORITY IN A TOTAL CONTRACT AMOUNT NOT-TO-EXCEED \$94,417.26 FOR FISCAL YEAR 2024/25 THROUGH FISCAL YEAR 2026/27

RECOMMENDATION:

It is recommended that the City Council authorize the City Manager to approve the third amendment to the agreement between the City and the Gateway Water Management Authority (GWMA) in the form approved by the City Attorney.

BACKGROUND:

The original Memorandum of Understanding (MOU) between the Gateway Water Management Authority (GWMA) and the Los Angeles River Upper Reach 2 (LAR UR2) was executed in August of 2013 for the purpose of cooperatively supporting and undertaking preparation of the Watershed Management Plan (WMP) and the Coordinated Integrated Monitoring Program (CIMP) and additional services agreed to by the Watershed Group working through the LAR UR2 Watershed Committee and as approved by the GWMA. The original MOU did not include services related to the implementation of the WMP and CIMP and required monitoring.

The first amendment to the MOU, executed in December of 2014, amended the term of the original MOU and expired on December 31, 2019. Additionally, the first amendment to the MOU added implementation of the WMP and CIMP to the scope and provided a separate cost-share formula for the implementation of those plans, subject to annual budget approval.

In 2019, participants of the LAR UR2 Watershed Group expressed interest to continue the agreement through December 2024 in order to maintain their existing beneficial relationship and cooperatively implement the WMP and CIMP to comply with the Municipal Separate Storm and Sewer System Permit (MS4 Permit) requirements with the support of GWMA's consultant, including the process of updating the WMP and CIMP through adaptive management. A second amendment to the MOU, amending the term of the agreement to expire on December 31, 2024, was approved by the GWMA Board in November 2019.

The participants have again contacted GWMA and expressed interest to continue this agreement through December 31, 2029. GWMA's legal counsel has prepared the third amendment to the MOU to be issued to all GWMA members/non-members in the LAR UR2 Watershed Group to provide administrative and contractual services for the LAR UR2 participants.

Participating GWMA members and non-members will be invoiced for administrative fees on each payment to cover direct administrative costs. GWMA non-members will also be invoiced for administrative fees on each payment to cover indirect administrative costs. GWMA members will not be invoiced for indirect administrative costs as members already pay annual membership fees that pay for these costs.

DISCUSSION:

On September 10, 2024, staff was notified through email that the second amendment to the agreement between the Gateway Water Management Authority (GWMA) and the City of Maywood will soon expire. Staff received amendment number three to extend the term and updated the financial terms. On October 9, 2024, staff received the invoice for the Los Angeles River Upper Reach 2 (LAR UR2) Fiscal Year 2024-2025 cost share and GWMA direct Administrative fees in the amount of \$28,741.85.

Staff recommends approving and accepting the third amendment to the agreement between the Gateway Water Management Authority (GWMA) and the City of Maywood. Staff recommends contributing to the Los Angeles River Upper Reach 2 (LAR UR2) Fiscal Year 2024-2025 cost share and GWMA direct Administration fees. The cost share and GWMA direct Administration fees for the third amendment to the agreement ends December 31, 2027.

LEGAL REVIEW:

The City Attorney has reviewed this report.

FISCAL IMPACT:

Fees and the approved administrative rates vary based on the Gateway Water Management Authority (GWMA) consultant CWE Engineering's fees. Based on the current agreement, CWE Engineering's collective cities shared costs are as follows:

Fiscal Year 2024/25	\$299,641
Fiscal Year 2025/26	\$345,979
Fiscal Year 2026/27	\$327,662

Therefore, based on the cost share formula, the City of Maywood share is as follows:

Fiscal Year 2024/25 (*Includes 5% GWMA admin fee)	\$28,741.85
Fiscal Year 2025/26 (\$32,220 plus 5% GWMA admin fee)	\$33,831.04
Fiscal Year 2026/27 (\$30,327.97 plus 5% GWMA admin fee)	\$31,844.37
Total Contract Amount Not-to Exceed	\$94,417.26

*\$28,741.85 has been appropriately budgeted in Fund 280, Measure W for Fiscal Year 2024/25,.

ATTACHMENT(S)

1. Third Amendment to LAR UR2 MOU
2. FY 24-25 LAR UR2 Invoice

**THIRD AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING
BETWEEN THE LOS ANGELES GATEWAY REGION INTEGRATED REGIONAL
WATER MANAGEMENT JOINT POWERS AUTHORITY AND
THE CITIES OF BELL, BELL GARDENS, COMMERCE, CUDAHY, HUNTINGTON PARK,
MAYWOOD, VERNON, AND THE LOS ANGELES COUNTY FLOOD CONTROL
DISTRICT
TO
EXTEND THE MOU’S TERM IN ORDER TO UPDATE AND CONTINUE
IMPLEMENTING A WATERSHED MANAGEMENT PROGRAM (“WMP”) AND
COORDINATED INTEGRATED MONITORING PROGRAM (“CIMP”) AS REQUIRED BY
THE REGIONAL WATER QUALITY CONTROL BOARD, LOS ANGELES REGION,
NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NDPES) PERMIT FOR
MUNICIPAL SEPARATE STORM SEWER SYSTEM (MS4) DISCHARGES WITHIN THE
COASTAL WATERSHEDS OF LOS ANGELES AND VENTURA COUNTIES, ORDER NO.
R4-2021-0105 (“MS4 PERMIT”)**

This **THIRD AMENDMENT** to the memorandum of understanding (“MOU”) is made and entered into as of the date of the last signature set forth below, by and between the Los Angeles Gateway Region Integrated Regional Water Management Joint Powers Authority (“GWMA”), a California Joint Powers Authority, and the Cities of Bell, Bell Gardens, Commerce, Cudahy, Huntington Park, Maywood, Vernon (“Cities”), and the Los Angeles Flood Control District (“LACFCD”):

Recitals. This **THIRD AMENDMENT** is made with the respect to the following facts and purposes:

A. For the purposes of this Third Amendment, the term “Watershed Permittees” shall mean the Cities of Bell, Bell Gardens, Commerce, Cudahy, Huntington Park, Maywood, Vernon, and the Los Angeles County Flood Control District; and

B. The Watershed Permittees and GWMA are collectively referred to as the “PARTIES”; and

C. On August 19, 2013, the PARTIES entered into a Memorandum of Understanding for Administration and Cost Sharing to Prepare a Watershed Management Program (“WMP”) and Coordinated Integrated Monitoring Program (“CIMP”), collectively the “Plans,” as required by the Regional Water Quality Control Board, Los Angeles Region, National Pollutant Discharge Elimination System Municipal Separate Storm Sewer System Permit, Order No. R4-2012-0175, as amended (“MOU”); and

D. The Watershed Permittees prepared and submitted the Plans to the Regional Board in compliance with certain elements of the MS4 Permit; and

E. On November 17, 2014, the PARTIES entered into a First Amendment to the MOU to: (1) add implementation of the Plans to the scope and purpose of the MOU; and (2)

provide a separate cost-share formula for the implementation of the Plans, subject to annual budget approval, in accordance with each PARTY'S cost share allocation; and

F. The GWMA, on behalf of the Parties, has hired a consultant, CWE Engineering ("Consultant"), to implement the Plans for the benefit of the Parties; and

G. On April 9, 2020, the PARTIES entered into a Second Amendment to the MOU in order to extend the MOU's term to December 31, 2024; and

H. On July 23, 2021, the Los Angeles Regional Water Quality Control Board approved a new MS4 Permit, which continues the WMP and CIMP permit compliance options; and

I. The PARTIES wish to again extend the MOU's term in order to maintain their existing beneficial relationship and cooperatively implement the Plans to comply with the MS4 Permit requirements with the support of GWMA's Consultant, including the process of updating the WMP and CIMP through adaptive management, and to update the financial terms of the MOU.

Agreement. The PARTIES agree that the following provisions of the MOU shall be amended as follows:

1. The term "MS4 Permit" shall hereafter refer to the "National Pollutant Discharge Elimination System (NPDES) Permit for Municipal Separate Storm Sewer System (MS4) Discharges Within the Coastal Watersheds of Los Angeles and Ventura," Los Angeles Regional Water Quality Control Board Order No. R4-2021-0105, NPDES Permit No. CAS004004.

2. Section 6 of the MOU entitled "Term" is hereby amended to read as follows:

"Section 6. Term. This MOU shall remain and continue in effect until December 31, 2027, unless sooner terminated as provided herein."

3. Section 9 of the MOU entitled "Financial Terms" is hereby amended to read as follows:

"Section 9. Financial Terms.

a) Each Watershed Permittee shall pay its Proportional Costs as provided in Exhibit A for Consultant and any other related expenses to which the PARTIES may agree in writing.

b) Each Watershed Permittee shall also pay its proportional share of GWMA's staff time for retaining Consultant and invoicing the Watershed Permittees, audit expenses and other overhead costs, including reasonable legal fees ("MOU Costs") incurred by GWMA in the performance of its duties under this MOU. The MOU Costs added by GWMA to each invoice submitted to each Watershed Permittee shall be a percentage based on the following formulas:

- i. GWMA Members: If the Watershed Permittee is a GWMA Member, then the MOU Costs do not include the GWMA's estimated indirect, overhead costs, which GWMA Members absorb as part of their annual membership dues. The rate charged to GWMA Members in order to recover the MOU Costs will range between zero percent (0%) and five percent (5%) of the Watershed Permittee's Proportional Costs. On an annual basis the GWMA will evaluate the percentage rate charged to GWMA Members to ensure it adequately recovers the GWMA's cost of performing its duties under this MOU. Based on this review, the GWMA Board will establish the rate charged to recover the MOU Costs for the next fiscal year. The GWMA will provide the Representative fifteen (15) days' written notice prior to July 1st of the fiscal year in which a new rate will take effect.
- ii. Non-GWMA Members. If the Watershed Permittee is not a GWMA Member (currently LACFCD), then the MOU Costs will also include the GWMA's estimated indirect, overhead costs. In order to recover direct MOU Costs, the rate charged to Non-GWMA Members will range between five percent (5%) and ten percent (10%) of the Watershed Permittee's Proportional Costs and the rate charged to recover indirect MOU Costs will range between two percent (2%) and five percent (5%) of the Watershed Permittee's Proportional Costs. On an annual basis the GWMA will evaluate the percentage rates charged to Non-GWMA Members to ensure they adequately recovers the GWMA's cost of performing its duties under this MOU. Based on this review, the GWMA Board may increase or decrease the rates charged to recover the MOU Costs, including both direct and indirect costs, for the next fiscal year. The GWMA will provide the Representative fifteen (15) days' written notice prior to July 1st of the fiscal year in which a new rate will take effect.
- c) GWMA shall submit an invoice to each Watershed Permittee reflecting each Watershed Permittee's estimated Proportional Costs of the Consultant's services through the following June 30th. Prior to releasing payment to Consultant, GWMA shall submit a copy of the Consultant's invoices to the Representative for approval by the LAR UR 2 Sub Watershed Committee. The decision regarding whether to pay the invoice shall be communicated to the GWMA by the Representative.
- d) Upon receiving an invoice from GWMA, each Watershed Permittee shall pay its Proportional Costs set forth in that invoice to the GWMA within forty-five days (45) days of receipt.
- e) By March 15th of each year, the Representative shall submit to GWMA a recommended budget for the following fiscal year. GWMA shall consider the recommendation and adopt a budget by June 30th inclusive of the Representative's recommendation. GWMA will send each Watershed Permittee no later than June 30th of each year an invoice representing the Watershed Permittee's Proportional Costs of the adopted budget. GWMA shall not expend funds in excess of each

annual budgeted amount without prior notification to and approval by the Representative.

- f) Each Watershed Permittee shall review its recommended Proportional Costs for the upcoming fiscal year in a timely manner for inclusion in its next budget cycle or exercise the withdrawal and termination clause as specified in Section 13.a of the MOU.
- g) A Watershed Permittee will be delinquent if the invoiced payment is within the budgeted amounts or the amounts authorized by the Group and such invoiced payment is not received by the GWMA within forty-five (45) days after the GWMA first sent the invoice. The GWMA will follow the procedure listed below, or such other procedure that the Group directs to effectuate payment: 1) verbally contact the official of the Watershed Permittee with copies to each other Watershed Permittee to the person and at the address to which notices should be addressed pursuant to Section 14 of the MOU, and 2) submit a formal letter from the GWMA Executive Officer to the Watershed Permittee. If payment is not received within sixty (60) days following the due date, the GWMA may terminate the MOU unless the City Managers/Administrators of the Watershed Permittees in good standing inform the GWMA in writing that their respective Watershed Permittees agree to adjust their Proportional Cost allocations in accordance with the Cost Share Formula in Exhibit A. The terminated Watershed Permittee shall remain obligated to GWMA for its delinquent payments and any other obligations incurred prior to the date of termination.
- h) GWMA shall suspend all work being performed by the Consultant if any Watershed Permittee has not paid its invoice within forty five (45) days after the GWMA first sent the invoice unless the City Managers/Administrators of the other Watershed Permittees inform the GWMA in writing that their respective Watershed Permittees will pay the delinquent Watershed Permittee's costs once the MOU with the delinquent Watershed Permittee has been terminated.
- i) Any delinquent payments by a Watershed Permittee shall accrue compound interest at the then-current rate of interest in the Local Agency Investment Fund, calculated from the first date of delinquency until the payment is made.
- j) Funds remaining in the possession of the GWMA at the end of the term of this MOU, or at the termination of this MOU, whichever occurs earlier, shall be promptly returned to the then remaining Watershed Permittees in accordance with the Cost Share Formula in Exhibit A.
- k) The PARTIES agree that if any other entity decides to cost share any element of the WMP or CIMP, GWMA will enter into a separate MOU with that entity and will reduce the Watershed Permittees' future invoice amount(s) accordingly."

4. Except for the changes specifically set forth herein, all other terms and conditions of the MOU, First Amendment, and Second Amendment shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have caused this **THIRD AMENDMENT** to be executed on their behalf, respectively, as follows:

DATE: _____ LOS ANGELES GATEWAY REGION
INTEGRATED REGIONAL WATER
MANAGEMENT JOINT POWERS AUTHORITY

Adriana Figueroa
GWMA Chair

APPRVED AS TO FORM

Nicholas R. Ghirelli
Legal Counsel

IN WITNESS WHEREOF, the Parties hereto have caused this THIRD AMENDMENT to be executed on their behalf, respectively, as follows:

DATE: _____ CITY OF BELL
Mr. Michael L. Antwine II
City Manager
6330 Pine Avenue
Bell, CA 90201

Michael L. Antwine II, City Manager

ATTEST:

APPROVED AS TO FORM:

City Clerk

City Attorney

IN WITNESS WHEREOF, the Parties hereto have caused this THIRD AMENDMENT to be executed on their behalf, respectively, as follows:

DATE: _____

CITY OF BELL GARDENS
Mr. Michael B. O'Kelly
City Manager
7100 Garfield Avenue
Bell Gardens, CA 90201

Michael B. O'Kelly, City Manager

ATTEST:

APPROVED AS TO FORM:

City Clerk

City Attorney

IN WITNESS WHEREOF, the Parties hereto have caused this THIRD AMENDMENT to be executed on their behalf, respectively, as follows:

DATE: _____

CITY OF COMMERCE

City Manager
2535 Commerce Way
Commerce, CA 90040

City Manager

ATTEST:

APPROVED AS TO FORM:

City Clerk

City Attorney

IN WITNESS WHEREOF, the Parties hereto have caused this THIRD AMENDMENT to be executed on their behalf, respectively, as follows:

DATE: _____ CITY OF CUDAHY
Mr. Alfonso Noyola
City Manager
5220 Santa Ana Street
Cudahy, CA 90201

Alfonso Noyola, City Manager

ATTEST:

APPROVED AS TO FORM:

City Clerk

City Attorney

IN WITNESS WHEREOF, the Parties hereto have caused this THIRD AMENDMENT to be executed on their behalf, respectively, as follows:

DATE: _____

CITY OF HUNTINGTON PARK
Mr. Ricardo Reyes
City Manager
6550 Miles Avenue
Huntington Park, CA 90255

Ricardo Reyes, City Manager

ATTEST:

APPROVED AS TO FORM:

City Clerk

City Attorney

IN WITNESS WHEREOF, the Parties hereto have caused this THIRD AMENDMENT to be executed on their behalf, respectively, as follows:

DATE: _____ CITY OF MAYWOOD
Ms. Jennifer E. Vasquez
City Manager
4319 East Slauson Avenue
Maywood, CA 90270

Jennifer E. Vasquez, City Manager

ATTEST:

APPROVED AS TO FORM:

City Clerk

City Attorney

IN WITNESS WHEREOF, the Parties hereto have caused this THIRD AMENDMENT to be executed on their behalf, respectively, as follows:

DATE: _____

CITY OF VERNON
Mr. Carlos R. Fandino
City Administrator
4305 Santa Fe Avenue
Vernon, CA 90058

Carlos R. Fandino, City Administrator

ATTEST:

APPROVED AS TO FORM:

City Clerk

City Attorney

IN WITNESS WHEREOF, the Parties hereto have caused this THIRD AMENDMENT to be executed on their behalf, respectively, as follows:

DATE: _____

LOS ANGELES COUNTY FLOOD
CONTROL DISTRICT
Mr. Mark Pestrella
Director
900 S. Fremont Avenue
Alhambra, CA 91803

Mark Pestrella, Director

ATTEST:

APPROVED AS TO FORM:

County Clerk

County Counsel



*Los Angeles Gateway Region
Integrated Regional Water Management
Joint Powers Authority*

INVOICE

Date: October 9, 2024
Invoice No: UR2-24-06
Payment is Due Upon Receipt

To: City of Maywood
Attn: Jerry Gomez

***Los Angeles River Upper Reach 2
Fiscal Year 2024-2025***

Administration and cost sharing to prepare and implement a Watershed Management Program and Coordinated Integrated Monitoring Program (CIMP) for the Los Angeles River Upper Reach 2 Watershed Group in accordance with the Memorandum of Understanding between Permittee and GWMA between Permittee and GWMA and subsequent amendments.

Cost Share	\$27,904.71
GWMA Direct Admin Fee (3.00%)	\$ 837.14
GWMA Indirect Admin Fee (0.00%)	\$ 0.00
TOTAL AMOUNT DUE	\$28,741.85

Make Checks Payable to:

GWMA
16401 Paramount Blvd.
Paramount, CA 90723

Adriana Figueroa (Paramount), Board Chair • Kelli Pickler (Lakewood), Vice-Chair • Thomas Bekele (Signal Hill), Secretary/Treasurer
Proudly serving Gateway cities and agencies in Southeastern Los Angeles County

Members: Artesia · Bell · Bell Gardens · Bellflower · Central Basin Municipal Water District · Cerritos · Commerce · Compton · Cudahy · Downey · Hawaiian Gardens ·
Huntington Park · La Mirada · Lakewood · Long Beach · Long Beach Water Department · Lynwood · Maywood · Montebello · Norwalk · Paramount · Pico Rivera
Port of Long Beach · Santa Fe Springs · Signal Hill · South Gate · Vernon · Water Replenishment District of Southern California · Whittier

With Technical Support From The Sanitation Districts Of Los Angeles County

LAR UR2 Watershed Group
FY 24-25 Cost Share

Agency:	Attention:	Invoice No.	Cost Share Percentage Allocation	Calculated Cost Share (47.5%)	1/7 Equal Cost Share	Sub-Total	Direct Admin Fee Percentage	GWMA Direct Admin Fee	Indirect Admin Fee Percentage	GWM Indirect Admin Fee	Total
City of Bell	Lorry Hempe	UR2-24-01	11.90%	\$ 16,937.21	\$ 20,332.78	\$ 37,269.99	3%	\$ 1,118.10	0%	\$ -	\$ 38,388.09
City of Bell Gardens	Bernie Iniguez	UR2-24-02	11.22%	\$ 15,969.37	\$ 20,332.78	\$ 36,302.15	3%	\$ 1,089.06	0%	\$ -	\$ 37,391.21
City of Commerce	Gina Nila	UR2-24-03	29.61%	\$ 42,143.76	\$ 20,332.78	\$ 62,476.54	3%	\$ 1,874.30	0%	\$ -	\$ 64,350.84
City of Cudahy	Aaron Hernandez-Torres	UR2-24-04	5.05%	\$ 7,187.64	\$ 20,332.78	\$ 27,520.42	3%	\$ 825.61	0%	\$ -	\$ 28,346.03
City of Huntington Park	Steve Forster	UR2-24-05	13.65%	\$ 19,427.97	\$ 20,332.78	\$ 39,760.76	3%	\$ 1,192.82	0%	\$ -	\$ 40,953.58
City of Maywood	Jerry Gomez	UR2-24-06	5.32%	\$ 7,571.93	\$ 20,332.78	\$ 27,904.71	3%	\$ 837.14	0%	\$ -	\$ 28,741.85
City of Vernon	Daniel Wall	UR2-24-07	23.25%	\$ 33,091.60	\$ 20,332.78	\$ 53,424.39	3%	\$ 1,602.73	0%	\$ -	\$ 55,027.12
LA County Flood Control District	Fred Gonzalez	UR2-24-08				\$ 14,982.05	5%	\$ 749.10	3.76%	\$ 563.33	\$ 16,294.48
TOTALS:			100.00%	\$ 142,329.48	\$ 142,329.48	\$ 299,641.00		\$ 9,288.87			\$ 309,493.19

CIMP WORK		
FY 2024/25 Budget		\$299,641.00
GWMA Members Admin Fee	3%	3%
GWMA Non-Members Admin Fee	5%	5%
GWMA Indirect Fee (Non-Membe	3.76%	3.76%

Notes:

Budget Per LAR UR2	\$299,641.00
LACFCD Cost Share (5% of Total)	\$ 14,982.05
47.5% for Equal Cost Share Total	\$ 142,329.48
Calculated Cost Share Total	\$ 142,329.48

AGENDA REPORT

CITY OF MAYWOOD



AGENDA ITEM NO. 8.

DATE: November 19, 2024

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: JENNIFER VASQUEZ, CITY MANAGER

BY: MIGUEL LEON, ADMINISTRATIVE ANALYST

SUBJECT: CONSIDERATION OF ACCEPTING THE PERMANENT LOCAL HOUSING ALLOCATION YEAR 3 – SHELTER BEDS PROGRAM GRANT FUNDS FROM THE LOS ANGELES COUNTY DEVELOPMENT AUTHORITY AND APPROVE THE CONTRACT FOR SAID FUNDING

RECOMMENDATION:

It is recommended that the City Council take the following actions:

1. Accept the PLHA Year 3 grant funds from the Los Angeles County Development Authority (LACDA) in the amount of \$70,944 for the Shelter Beds Program.
2. Approve the contract with LACDA and authorize the City Manager to execute all required agreements, amendments, and related documents necessary to receive and administer the PLHA Year 3 grant funds.

BACKGROUND:

The City continues its commitment to addressing homelessness and enhancing housing stability through participation in the Permanent Local Housing Allocation (PLHA) Program. Established under the State of California's Building Homes and Jobs Act (SB 2), the PLHA provides ongoing financial support to local jurisdictions to fund housing-related projects and programs aimed at reducing homelessness, increasing housing availability, and improving quality of life for vulnerable populations.

In Fiscal Year 2022/23, the City initiated the Shelter Beds Program with PLHA funding to address the growing need for emergency housing services. The program offers temporary shelter beds to individuals experiencing homelessness, providing them with a safe and stable environment while they transition to permanent housing. It also includes supportive services such as case management, job placement assistance, and connections to mental health resources.

The program has seen significant success, helping numerous individuals regain stability. With the Year 3 PLHA grant award of \$70,944 from the Los Angeles County Development Authority (LACDA), the City aims to build upon this foundation and continue delivering critical services through June 30, 2026.

DISCUSSION:

The PLHA Year 3 grant will provide necessary funding for the Shelter Beds Program from October 9, 2024, to June 30, 2026. Before drawing from the new allocation, the City will use \$9,319 in remaining Year 2 funds to

maximize efficiency and ensure compliance with grant requirements.

This contract allows the City to continue the implementation of the Shelter Beds Program, which provides essential housing support services. The Year 3 funding from LACDA will contribute to operational costs and services for the program's duration. The program's objectives include offering immediate shelter, providing case management, employment support and connecting participants to long-term housing solutions.

The program operates on a reimbursement model, where LACDA reimburses the City for actual costs incurred. This requires diligent tracking and reporting of expenditures to ensure compliance with the terms of the grant agreement. Before drawing from the Year 3 allocation, the City will utilize the remaining \$9,319 from Year 2 funds. This approach ensures that all available funding is maximized and used efficiently. Additionally, the program's performance will be regularly monitored to meet the reporting requirements set forth by LACDA and to evaluate its impact on reducing homelessness in the community.

The continuation of the Shelter Beds Program aligns with the City's strategic objectives to enhance housing stability and foster a supportive environment for vulnerable populations. The program directly contributes to Maywood's long-term goals of reducing homelessness, improving public health, and promoting community resilience.

Through the approval and implementation of the PLHA Year 3 funding, the City will continue to support and meet the housing needs of its residents, ensuring that those experiencing homelessness have access to vital services and a pathway to stable housing.

LEGAL REVIEW:

The City Attorney has reviewed this report.

FISCAL IMPACT:

The Shelter Beds Program is fully funded through the PLHA grant, with no impact on the City's General Fund. The total contract amount for PLHA Year 3 is \$70,944 and the remaining balance of \$9,319 from Year 2 funding, totaling \$80,263, which should be appropriated in Fund 501, PLHA. The funds will cover the costs associated with shelter services as outlined in the contract's approved budget. Any unspent funds will be returned to LACDA per contract requirements. Below is the budget adjustment that will bring the total budget amount to \$80,263.

F.Y. 24-25 Impact: \$45,413	Current F.Y. Budget: \$34,850
Fund Impacted: 501	Budget adjustment requested: \$45,413
Source of funds: PLHA	Updated Account Budget: \$80,263
Account Number: 6115	For fiscal year: FY2024-25

ATTACHMENT(S)

1. PLHA Year 3 Shelter Beds Program Reimbursable Contract

REIMBURSABLE CONTRACT
FOR THE
PERMANENT LOCAL HOUSING ALLOCATION PROGRAM
BETWEEN
THE COUNTY OF LOS ANGELES
AND A
PARTICIPATING CITY

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**REIMBURSABLE CONTRACT FOR THE
PERMANENT LOCAL HOUSING ALLOCATION PROGRAM
BETWEEN THE COUNTY OF LOS ANGELES AND A PARTICIPATING CITY**

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**REIMBURSABLE CONTRACT FOR THE
PERMANENT LOCAL HOUSING ALLOCATION PROGRAM
BETWEEN THE COUNTY OF LOS ANGELES AND A PARTICIPATING CITY**

CONTRACT NUMBER: 116206

THIS REIMBURSABLE CONTRACT (“Contract”) is made and entered into this 9th day of October 2024, by and between the County of Los Angeles, hereinafter called the "County," acting by and through the Los Angeles County Development Authority (“LACDA”), and the City of Maywood, hereinafter called the "Operating Agency." The LACDA and Operating Agency are collectively referred to as the “Parties” or individually “Party”.

WITNESSETH THAT:

WHEREAS, in 2017 the Governor signed the “Building Homes and Jobs Act (SB2, 2017), which established a \$75 recording fee on certain real estate documents to increase the supply of affordable homes in California;

WHEREAS, Part 2 Chapter 2.5 of Division 31 of the Health and Safety Code commencing with Section 50470, Statutes of 2017 (SB2, Atkins), created the Building Homes and Jobs Trust Fund and the Permanent Local Housing Allocation (“PLHA”) Program (“Program”);

WHEREAS, the LACDA, on behalf of the County has entered into a Standard Agreement with the State of California, Department of Housing and Community Development (“HCD”) that must meet all conditions for funding and required milestones to implement the PLHA Program; and

WHEREAS, the Operating Agency desires to participate in the PLHA Program and is qualified by reason of experience, preparation, organization, staffing, and facilities to provide the services and implement the eligible project described herein.

NOW, THEREFORE, in consideration of the mutual covenants herein set forth and the mutual benefits to be derived therefrom, the Parties agree as follows:

1. CONTRACT. This Contract consists of this document and attachments: EXHIBIT A, Project Description and Activity Budget, and EXHIBIT B, Insurance Requirements.
2. CONTRACT ADMINISTRATION. The LACDA, through its Executive Director or his/her designee, shall have full authority to act for the County in the administration of this contract consistent with the provisions contained herein. Any and all references to the County shall refer to the LACDA acting in its capacity.

3. PURPOSE AND SCOPE OF SERVICES. The purpose and principal goal of this program is to make funding available to eligible Local or Regional Housing Trust Fund, a public, joint public and private fund or charitable nonprofit organization described in Section 501(C)(3) of the IRS code, to receive specific revenue to address local or regional housing needs. The Operating Agency will perform all the services set forth in the EXHIBIT A, Project Description and Activity Budget.
4. TIME OF PERFORMANCE. The Operating Agency shall commence services no sooner than the date first written above and shall complete by **June 30, 2026**.
5. COMPENSATION AND METHOD OF PAYMENT. For satisfactory performance under this Contract, the County shall reimburse the Operating Agency an amount not to exceed **Seventy Thousand Nine Hundred Forty-Four Dollars and Zero Cents (\$70,944.00)**, which shall constitute full and complete payment hereunder for the implementation of the Program described in the EXHIBIT A. Said compensation will only be paid out of funds received from the State government under the PLHA Program for allowable costs actually incurred and paid by the Operating Agency for the expressed purposes specified.

The Parties understand and agree that such compensation, if any, shall be conditioned upon receipt of said PLHA Program funds by the County from the State government and shall not be a charge against any other funds of the County. Further, such PLHA Program funds, if any, shall be paid only after submission and approval of the electronic payment request form. This payment request form must be submitted on a minimum of a monthly basis as specified and provided by the County. Said payment request shall give the total of said cash expenses paid during the monthly reporting period and shall also itemize the same in detail conforming to the budget required by Section 6, BUDGET SECTION, of this Contract. After timely receipt and approval of each payment request form, the County will draw a check in favor of the Operating Agency in the approved amount. After the expiration of the financial closeout period, those PLHA Program funds not paid under this Contract, if any, will be returned to the Operating Agency's un-programmed funds.

The Operating Agency shall have no claim against the County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the Operating Agency after the expiration or other termination of this Contract. Should the Operating Agency receive any such payment, it shall immediately notify the County and shall immediately repay all such PLHA Program funds to the County. Payment by the County for services rendered after expiration and/or termination of this Contract shall not constitute a waiver of the County's right to recover such payment from the Operating Agency. This provision shall survive the expiration or other termination of this Contract.

6. BUDGET SECTION. No more than the amounts and expenditure items specified in the EXHIBIT A, Project Description and Activity Budget, to this Contract,

which is attached hereto and incorporated herein by reference in Section 3, PURPOSE AND SCOPE OF SERVICES, may be spent for the separate cost categories specified in the EXHIBIT A without written approval of the County.

7. MONITORING OF SUBRECIPIENT. The LACDA is responsible for monitoring the eligible activities of the Operating Agency for: program implementation, compliance with State and County financial requirements, including requirements and compliance with all other applicable regulations.
8. OPERATING AGENCY'S ACCOUNTING RECORDS. The Operating Agency shall establish, maintain, and produce accounting records for the County for each PLHA project, as follows:
 - a. The Operating Agency shall establish a separate ledger account for receipts and expenditures of PLHA Program funds and maintain expenditure details in accordance with the approved work plan, budget, and schedule. Separate bank accounts are not required.
 - b. The Operating Agency shall maintain documentation of its financial records for expenditures incurred during the course of the PLHA Activity in accordance with generally accepted accounting principles. Such records shall be kept for at least five (5) years after the close-out report is submitted to the LACDA, the County, and/or HCD.
 - c. The LACDA, the County, and/or HCD shall have the right to review, copy and request copies of any records and supporting documentation pertaining to the PLHA Program.
9. OPERATING AGENCY'S AUDITS AND MONITORING OF PROJECT FILES. The Operating Agency shall maintain PLHA files pursuant to California Health and Safety Code ("HSC") Section 50470(b)(2)(B)(ii)(III) which, at a minimum should include the following information and reports as appropriate:
 - a. Project/Activity Description
 - b. Land/Site Information
 - c. Planning and Zoning History (as appropriate)
 - d. Records of Public Hearings and Public Comments
 - e. Relocation Needs (as appropriate)
 - f. Contracts, Loan and Grant Agreements
 - g. Environmental Records and Reports/Findings (as appropriate)
 - h. Design/Engineering Reports and Plans (as appropriate)

- i. Description of Targeted Beneficiaries, services to be provided, household incomes, special needs
- j. PLHA Activity costs, invoices, purchase orders, sources and use of funds for PLHA activities, terms, and conditions of financings, draws and all supporting documentation, change orders (as appropriate)
- k. Implementation/Activity Schedule
- l. Procurement Policy used for PLHA Activities

In addition, the Operating Agency shall be responsible for monitoring Rental Housing Developments that received PLHA Program funds for the term of the loan, including, but not limited to, the Projects' compliance with the occupancy and rent requirements set forth in the Regulatory Agreement, compliance with reserve requirements, and the compliance with habitability standards. The Operating Agency shall be responsible for monitoring Affordable Owner-Occupied Workforce Housing (AOWH) loans to assure that the homes remain Owner-occupied.

10. COMPLIANCE WITH LAWS. All Parties agree to be bound by all applicable federal, state, and local laws, ordinances, regulations, and directives as they pertain to the performance of this Contract. This Contract is subject to and incorporates the terms of the County Auditor-Controller Contract Accounting and Administration Handbook; and all amendments or successor laws, regulations, or guidelines thereto (hereinafter called the "Laws, Regulations and Guidelines"). The Operating Agency has and shall maintain, copies of the Laws, Regulations, and Guidelines. Furthermore, the Operating Agency acknowledges that it has read and understands the Laws, Regulations, and Guidelines.

The PLHA project(s) funded pursuant to this Contract is subject to the provisions and requirements of the California Environmental Quality Act (CEQA) (Public Resources Code Sections 21000-21189) and the CEQA Guidelines (California Code of Regulations, Title 14, Division 6, Chapter 3, Sections 15000-15287). The Operating Agency shall be fully responsible for compliance with the provisions of CEQA.

The Operating Agency shall comply with all applicable administrative requirements. The Operating Agency shall carry out each activity in compliance with all applicable federal, state and local laws and all program requirements and regulations as prescribed by the State PLHA Program except that:

- a. The Operating Agency does not assume the County's environmental responsibilities described in the California Environmental Quality Act (CEQA) (Public Resources Code Sections 21000-21189) and the CEQA

Guidelines (California Code of Regulations, Title 14, Division 6, Chapter 3, Sections 15000-15287) and;

- b. The Operating Agency does not assume the County's responsibility for initiating the review process.

The Operating Agency agrees to adhere to all applicable State of California property acquisition and relocation laws and regulations, including the California Relocation Assistance Law, Government Code 7260-7277 et seq., and California State Relocation Assistance and Real Property Acquisition Guidelines, Title 25 California Code of Regulations 6000 et seq.

The Operating Agency agrees to be bound by applicable federal, state, and local laws, regulations, and directives as they pertain to the performance of the Contract, including, but not limited to, Sections a-h below.

- a. The Operating Agency shall comply with Title VI of the Civil Rights Act of 1964 and 24 CFR Part I, which provides that no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.
- b. The Operating Agency shall comply with Title I of Section 109 of the Housing and Community Development Act of 1974 which states that no person in the United States shall, on the grounds of race, color, sex or national origin be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this Title.
- c. The Operating Agency shall comply with 24 CFR Part 6, which incorporates Section 504 of the Rehabilitation Act of 1973; 24 CFR Part 146; and 28 CFR Part 35, the Age Discrimination Act of 1975, which require that no person in the United States shall be excluded from participating in, denied the benefits of, or be subjected to discrimination under this Contract on the basis of age or with respect to an otherwise qualified disability.
- d. The Operating Agency shall prohibit discrimination in State HCD-funded programs based upon sexual orientation or gender identity. The rule precludes owners and operators of HCD-assisted housing from inquiring about the sexual orientation or gender identity of an applicant or occupant.
- e. The Operating Agency shall ensure equal opportunity, in the award and performance of any contract, to all persons without regard to race, color, gender, sexual orientation, religion, national origin, ancestry, age, marital status, or disability.

- f. All PLHA projects or programs shall adhere to the accessibility requirements set forth in California Building Code Chapter 11A and 11B and the Americans with Disabilities Act (ADA), Title II. In addition, PLHA projects or programs shall adhere to either the Uniform Federal Accessibility Standards, 24 CFR Part 8, or HUD's modified version of the 2010 ADA Standards for Accessible Design (Alternative 2010 ADAS), HUD-2014-0042-0001, 79 F.R. 29671 (5/27/14) (commonly referred to as "the Alternative Standards" or "HUD Deeming Memo"). Accessible units shall, to the maximum extent feasible and subject to reasonable health and safety requirements, be distributed throughout the project and be available in a sufficient range of sizes and amenities consistent with 24 CFR Section 8.26.

The Operating Agency shall adopt a written non-discrimination policy requiring that no person shall, on the grounds of race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, familial status, source of income, disability, age, medical condition, genetic information, citizenship, primary language, immigration status (except where explicitly prohibited by federal law), arbitrary characteristics, and all other classes of individuals protected from discrimination under state or federal fair housing laws, individuals perceived to be a member of any of the preceding classes, or any individual or person associated with any of the preceding classes be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity funded in whole or in part with PLHA Program funds.

The Operating Agency shall comply with the requirements contained in the ADA, the Fair Housing Amendments Act, the California Fair Employment and Housing Act, the Unruh Act, GC Section 11135, Section 504 of the Rehabilitation Act, and regulations promulgated pursuant to those statutes, including 24 CFR Part 100, 24 CFR Part 8, and 28 CFR Part 35, in all activities.

- g. Should the Operating Agency require additional or replacement personnel after the effective date of this Contract, the Operating Agency shall give consideration for any such employment openings to participants in the County's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. The Operating Agency shall contact the County's GAIN Program at (877) 292-GAIN (4246) and the GROW Program at (866) 488-8482 for further information on the GAIN/GROW participants by job category.

- h. The Operating Agency and each County lobbyist or County lobbyist firm, as defined in Los Angeles County Code Chapter 2.160 (County Ordinance 93-0031), retained by the Operating Agency, shall fully comply with the requirements as set forth in said County Code Chapter.
- 11. LOBBYING CERTIFICATIONS. With regard to the certification for contracts, grants, loans, and Cooperative Agreements, the undersigned certify, to the best of their knowledge and belief, that:
 - a. The Operating Agency is familiar with the Los Angeles County Code Chapter 2.160 and assures the County that all persons acting on behalf of the Operating Agency will comply with the County Code.
 - b. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into.
- 12. TERMINATION FOR FAILURE TO COMPLY WITH COUNTY LOBBYIST REQUIREMENTS. Failure on the part of the Operating Agency and/or its Lobbyist(s) to fully comply with said County Lobbyist requirements shall constitute a material breach of the Contract upon which the County may immediately terminate this Contract, and the Operating Agency shall be liable for any and all damages incurred by the County as a result of such breach.
- 13. CONFIDENTIALITY OF REPORTS. The Operating Agency shall keep confidential all reports, information, and data received, prepared or assembled pursuant to performance hereunder. Such information shall not be made available to any person, firm, corporation, or entity without the prior written consent of the County.
- 14. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT; AND ACCIDENT PREVENTION. The Operating Agency shall also comply with all applicable federal, state, and local laws governing safety, health, and sanitation. The Operating Agency shall provide all safeguard safety devices and protective equipment and take any other needed actions, as its own responsibility, as reasonably necessary to protect the life and health of employees on the job, the safety of the public and personal, and real property in connection with the performance of this Contract.
- 15. SEVERABILITY. In the event that any provision herein contained is held to be invalid, void, or illegal by any court of competent jurisdiction, the same shall be

deemed severable from the remainder of this Contract and shall in no way affect, impair, or invalidate any other provisions contained herein. If any such provision shall be deemed invalid due to its scope of breadth, such provision shall be deemed valid to the extent of the scope of breadth permitted by law.

16. INTERPRETATION. No provision of this Contract shall be interpreted for or against either party because that party or that party's legal representative drafted such provision, but this Contract is to be construed as if both Parties drafted it hereto.
17. WAIVERS. No waiver by the County of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this Section 17 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.
18. REQUIRED REPORTS FOR THE OPERATING AGENCY, PROGRAM REVIEW AND EVALUATION. The County will monitor, evaluate, and provide guidance to the Operating Agency in the performance of the PLHA Program. Reviews will focus on the extent to which the planned PLHA Program has been implemented and measurable goals achieved, effectiveness of the program management, and impact of the program.

The Operating Agency must submit to the LACDA Quarterly Performance Reports, including required narratives, within 30 days of the end of each quarter for the term of the Contract.

The County may request additional information as needed to meet other applicable reporting or audit requirements.

The Operating Agency shall make available for inspection to authorized the LACDA, the County and/or HCD personnel and their agents, for a total of five (5) years from the expiration date of this Contract, all records, including financial, pertaining to its performance under this Contract, and allow said LACDA, County and/or HCD personnel and agents to inspect and monitor Operating Agency's facilities and program operations, and interview Operating Agency staff and program participants, as required by the LACDA, the County and/or HCD.

The Operating Agency agrees to submit all data that are necessary for LACDA to complete an Annual Performance Report and monitor program accountability and progress in accordance with HCD requirements in the format and at the time designated by the LACDA, through its Executive Director or his/her designee.

Failure of the Operating Agency to comply with the requirements of this Section 18 shall constitute a material breach of the Contract upon which the LACDA,

through its Executive Director, or his/her designee, may cancel, terminate, or suspend this Contract.

19. REPORTS AND RECORDS. The Operating Agency agrees to prepare and submit financial, program progress, monitoring, evaluation, or other reports required by the County and HCD, including, but limited to the above Section 8, OPERATING AGENCY'S ACCOUNTING RECORDS; Section 9, OPERATING AGENCY'S AUDITS AND MONITORING OF PROJECT FILES; and Section 18, REQUIRED REPORTS FOR THE OPERATING AGENCY, PROGRAM REVIEW AND EVALUATION. The Operating Agency shall maintain and permit onsite inspections of such property, personnel, financial, and other records and accounts as are considered necessary by the County to assure proper accounting for all Contract funds during the term of this Contract and for a total of five (5) years thereafter. The Operating Agency will ensure that its employees, agents, City Council members, officers, and board members furnish such information which, in the judgment of County representatives, may be relevant to a question of compliance with contractual conditions, with County or HCD directives, or with the effectiveness, legality, and achievements of the program.
20. ACCOUNTING. The Operating Agency shall establish and maintain on a current basis an adequate accounting system in accordance with Generally Accepted Accounting Principles ("GAAP") Standards, and the County Auditor-Controller Contract Accounting and Administration Handbook. Regardless of the Operating Agency's method of accounting, expenses must be reported in accordance with Section 5, COMPENSATION AND METHOD OF PAYMENT; Section 8, OPERATING AGENCY'S ACCOUNTING RECORDS; and Section 32, FINANCIAL CLOSEOUT PERIOD of this Contract.
21. EXPENDITURE STANDARDS. Expenditures made by the Operating Agency in the operation of this Contract shall be in strict compliance and conformity with the budget set forth in the EXHIBIT A, unless prior written approval for an exception is obtained from the LACDA, through its Executive Director, or his/her designee.

If PLHA Program funds are not being spent in a timely manner, the County reserves the right to make the final determination, in its sole discretion, as to the amount of reduction of the Operating Agency's grant allocation, if any.

22. USE OF FUNDS. All PLHA Program funds approved under this Contract shall be used solely for costs approved as described in the EXHIBIT A, Project Description and Activity Budget, of this Contract. Contract PLHA Program funds shall not be used as a cash advance between contracts, as security to guarantee payments for any non-program obligations, or as loans for non-program activities. Separate financial records shall be kept for such funding source(s) and program activities.

23. DISALLOWED COSTS. If the Operating Agency has failed to return unexpended or spent PLHA Program funds for disallowed costs related to any contract it has with the County, the County may withhold and offset payments to be made to the Operating Agency under this Contract.
24. AUDITS. The Operating Agency shall make available for inspection and audit to authorized the LACDA, the County and/or HCD personnel and their agents, for a total of five (5) years from the expiration date of this Contract, and allow said LACDA, County and/or HCD personnel and agents to inspect and audit all of its books and records relating to the operating of each project or business activity which is funded in whole, or in part, with Federal or State grant monies, including the project(s) under this Contract.

Failure of the Operating Agency to comply with the requirements of this Section 24 shall constitute a material breach of this Contract upon which the LACDA, through its Executive Director, may cancel, terminate, or suspend this Contract.

25. AUDIT EXCEPTIONS. The Operating Agency agrees that in the event that the program established hereunder is subject to audit exceptions by appropriate audit agencies, it shall be responsible for complying with such exceptions and paying the County the full amount of the County's liability to the funding agency resulting from such audit exceptions.
26. NONEXPENDABLE PROPERTY. Nonexpendable property means leased or purchased tangible personal property, included, but not limited to a vehicle, office equipment, etc. having a useful life of more than one (1) year and an acquisition cost of \$5,000 or more per unit. Nonexpendable property shall also include, but not limited to real property, and any interest in real property (including any mortgage or other encumbrance of real property).

Any utilization of funds derived from the sale or disposition of nonexpendable property must have prior approval of the County and otherwise comply with all applicable laws and regulations. In the event that the Contract is terminated, the County reserves the right to determine the final disposition of said nonexpendable property acquired for this project with PLHA Program funds, including funds derived therefrom. Said disposition may include taking possession of said nonexpendable property.

The Operating Agency shall maintain up-to-date inventory records, listing all non-expendable property with an acquisition cost of \$5,000 or more that it has leased or purchased during the term of this Contract. The following items should be included in the list: description of property, serial or ID number, source of funds that purchased the item, owner of property, date of purchase, total cost, percentage of cost paid with PLHA Program funds, location, condition and use of property, date of disposal, sale price or method used to determine the current market value, name of the individual completing the inventory, and the date the

inventory was taken or updated. The Operating Agency shall conduct a physical inventory of the nonexpendable property at least once a year, reconcile the inventory with its property records, and maintain these records for five (5) years after the termination or expiration of this Contract.

In the event there is a change of use or disposition of the property during the term of this Contract, except in the case of real property in excess of \$25,000, if the market value of the property is over \$5,000, the Operating Agency shall immediately pay to the County a pro-rata share of the current market value of the property, or proceeds from the sale. The pro-rata share shall be calculated by multiplying the current market value by the percentage of the purchase price paid with PLHA Program funds.

If there is a residual inventory of unused supplies, upon termination or completion of the project or termination or expiration of this Contract, with a current aggregate market value exceeding \$5,000 and if the supplies are not needed for any other state sponsored program(s) or project(s), the Operating Agency shall immediately pay the County for its pro rata share of the current aggregate market value or proceeds from the sale calculated at the percentage of the purchase price paid with PLHA Program funds. The Operating Agency shall obtain prior approval of the County and otherwise comply with all applicable laws and regulations prior to utilizing the supplies for any other state sponsored program(s) or project(s).

27. PURCHASE OR LEASE OF NONEXPENDABLE PROPERTY. The Operating Agency may use its own documented procurement procedures which reflect applicable State and local laws and regulations.

The Operating Agency must purchase or lease from the lowest, responsive, and responsible bidder. Whenever possible, the Operating Agency must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used. The Operating Agency shall properly identify and inventory all nonexpendable property purchased or leased for \$5,000 or more, pursuant to the Contract. The Operating Agency shall provide said inventory to the LACDA upon request.

28. REVENUE DISCLOSURE REQUIREMENT. Upon request, the Operating Agency shall file with the County a written statement listing all revenue received, or expected to be received, by the Operating Agency from all funding sources applied for, or expected to be applied for, to offset, in whole or in part, any of the costs incurred by the Operating Agency in conducting current or prospective projects or business activities, including, but not necessarily limited to, the project or business activity which is the subject of this Contract. Such statement shall reflect the name and a description of such business activity, the dollar amount of funding provided, or to be provided, by each and every funding source for each such project or business activity, and the full name and address of each funding

source. The Operating Agency shall make available for inspection and audit to the County's representatives, upon request, at any time during the duration of this Contract, and for a period of five (5) years thereafter, all of its books and records relating to the operation of each project or business activity which is funded in whole or in part with all funding sources including the project(s) funded under this Contract, whether or not such monies are received through the County. All such books and records shall be maintained by the Operating Agency at a location in Los Angeles County.

Failure of the Operating Agency to comply with the requirements of this Section 28 of this Contract shall constitute a material breach of this Contract upon which the County may immediately cancel, terminate, or suspend this Contract.

29. JOINT FUNDING. For projects in which there are sources of funds in addition to PLHA Program funds, the Operating Agency shall provide proof of such other funding upon request. The County shall not pay for any costs incurred by the Operating Agency, which are funded by other sources. All restrictions and/or requirements provided for in this Contract, relative to accounting, budgeting, and reporting, apply to the total project regardless of funding source. Separate financial records shall be kept for each funding source and program.
30. REVERSION OF ASSETS. Upon expiration or termination of this Contract, the Operating Agency shall immediately transfer to the County any remaining PLHA Program funds on hand at the time of expiration or termination and any accounts receivable attributable to the use of PLHA Program funds. Any real property under the Operating Agency's ownership or possession that was acquired or improved in whole or in part with PLHA Program funds in excess of \$25,000 shall be disposed of in a manner, which results in the County being reimbursed in the amount of the current market value of the property less any portion thereof attributable to expenditures of non-PLHA Program funds for the acquisition of, or improvement to, the property.
31. FISCAL LIMITATIONS. The State of California, may, in the future, place programmatic or fiscal limitation(s) on PLHA Program funds. Accordingly, the County reserves the right, in its sole discretion, to revise this Contract in order to take into account actions and events affecting PLHA Program funding. In the event of a PLHA Program funding reduction by the State, the County may, in its sole discretion, reduce the compensation amount of this Contract in whole or in part, or may limit the rate of the Operating Agency's use of both its uncommitted and its unspent funds. The LACDA, through its Executive Director, or his/her designee, may act for the County in implementing and effecting such a reduction in the compensation amount of this Contract.

Where the LACDA, through its Executive Director, or his/her designee, has reasonable grounds to question the fiscal accountability, financial soundness, or compliance with this Contract of the Operating Agency, the LACDA, through its

Executive Director, or his/her designee, may suspend this Contract for up to thirty (30) days, upon three (3) days' notice to the Operating Agency pending an audit or other resolution of such questions. In no event, however, shall a revision made by the County affect expenditures and legally binding commitments made by the Operating Agency before it received notice of such revision, provided that such amounts have been committed in good faith and are otherwise allowable, that such commitments are consistent with the State cash withdrawal guidelines, and that PLHA Program funds are available to the County to satisfy such expenditures or legally binding commitments.

32. FINANCIAL CLOSEOUT PERIOD. The Operating Agency agrees to comply and complete all necessary financial closeout procedures required by the County and, within a period of not more than forty-five (45) calendar days from the expiration date of this Contract. This time period will be referred to as the financial closeout period. The County is not liable to provide reimbursement for any expenses or costs associated with this Contract after the expiration of the financial closeout period. After the expiration of the financial closeout period, those funds not paid to the Operating Agency under this Contract, if any, may be immediately reprogrammed by the Operating Agency into other eligible activities. The County may request a final financial audit for activities performed under this Contract at the expiration of the financial closeout period.
33. AFFIRMATIVE ACTION. The Operating Agency shall make every effort to ensure that all projects funded wholly or in part by PLHA Program funds shall provide equal employment and career advancement opportunities for minorities and women. In addition, the Operating Agency shall make every effort to employ residents of the project area(s).
34. DISCRIMINATION. No person shall, on the grounds of race, gender, sexual orientation, creed, color, religion, national origin, age, or physical handicap, be excluded from participating in, be refused the benefits of, or otherwise be subjected to discrimination in any activities, programs, or employment supported by this Contract.
35. TIME OF PERFORMANCE MODIFICATIONS. The Executive Director, or his/her designee, may grant time of performance modifications to activities funded under this Contract when such modifications:
 - a. Are specifically requested by the Operating Agency;
 - b. Will not change the project goals or scope of services;
 - c. Are in the best interests of the County and the Operating Agency in performing the scope of services under this Contract;
 - d. Do not alter the total amount of compensation under this Contract; and

e. Are in writing prior to expenditures being made.

36. HOUSING ELEMENT COMPLIANCE. The Operating Agency must have a Housing Element that has been adopted by the Local government's governing body by the application deadline and subsequently approved by HCD to be in substantial compliance with State Housing Element Law pursuant to Government Code Section 65585.
37. PET FRIENDLY HOUSING ACT OF 2017. Housing funded through the PLHA Program is subject to the Pet Friendly Housing Act of 2017 (HSC Section 50466). The Operating Agency will be required to submit a signed and dated certification that residents of the PLHA Program-funded Housing development will be authorized to own or otherwise maintain one or more common household pets as required by HSC Section 50466. Pursuant to this statute, "common household pet" means a domesticated animal, such as a dog or cat, commonly kept in the home for pleasure rather than for commercial purposes.
38. INDEPENDENT CONTRACTOR. Both Parties hereto in the performance of this Contract will be acting in an independent capacity and not as agents, employees, partners, joint venture partners, or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever, including workers' compensation liability. The Operating Agency shall bear the sole responsibility and liability for furnishing workers' compensation benefits to any person for injuries arising from or connected with services performed on behalf of the Operating Agency pursuant to this Contract.
39. EMPLOYEES OF OPERATING AGENCY. *Workers' Compensation:* The Operating Agency understands and agrees that all persons furnishing services to the County pursuant to this Contract are, for the purposes of workers' compensation liability, employees solely of the Operating Agency. The Operating Agency shall bear sole responsibility and liability for providing workers' compensation benefits to any person for injuries arising from an accident connected with services provided to the County under this Contract.

Professional Conduct: The County does not and will not condone any acts, gestures, comments, or conduct from the Operating Agency's employees, agents or subcontractors which may be construed as sexual harassment or any other type of activities or behavior that might be construed as harassment. The County will properly investigate all charges of harassment by residents, employees, or agents of the County against any and all Operating Agency's employees, agents, or subcontractors providing services for the County. The Operating Agency assumes all liability for the actions of the Operating Agency's employees, agents, or subcontractors and is responsible for taking appropriate action after reports of harassment are received by the Operating Agency.

40. ASSIGNMENT. The Operating Agency may not assign or subcontract any portion of this Contract without the express written consent of the County. Any attempt by the Operating Agency to assign or subcontract any performance of the terms of this Contract shall be null and void and shall constitute a material breach of this Contract, upon which the County may immediately terminate this Contract through the LACDA, through its Executive Director, or his/her designee.
41. SUBCONTRACTING. The requirements of this Contract may not be subcontracted by the Operating Agency without advance approval of the County. Any attempt by the Operating Agency to subcontract without adherence to regulations as required by the County may be deemed a material breach of this Contract.

If the Operating Agency desires to subcontract, the Operating Agency shall provide the following information promptly at the County's request:

- A description of the work to be performed by the Subcontractor;
- A draft copy of the proposed subcontract; and
- Other pertinent information and/or certifications requested by the County.

The Operating Agency shall indemnify and cause the subcontractor(s) to indemnify and hold the County harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were the Operating Agency's employees.

The Operating Agency shall remain fully responsible for all performances required of it under this Contract, including those that the Operating Agency has determined to subcontract, notwithstanding the County's approval of the Operating Agency's proposed subcontract.

The Operating Agency shall address administrative, contractual, or legal remedies for all contracts in instances where subcontractors violate or breach contract terms. The Operating Agency must provide sanctions and penalties as appropriate.

The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Contract. The Operating Agency is responsible to notify its subcontractors of this County right.

The LACDA, through its Executive Director, or his/her designee, is authorized to act for and on behalf of the County with respect to approval of any subcontract and subcontractor employees. After approval of the subcontract by the LACDA,

the Operating Agency shall forward a fully executed subcontract to the County for their files.

The Operating Agency shall be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.

The Operating Agency shall obtain and maintain on-site certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by the County from each approved subcontractor. The County may request copies of the certificates and endorsements required herein at any time. Failure by the Operating Agency to comply with the County's request may be deemed by the County as a material breach of this Contract.

42. AMENDMENTS/VARIATIONS. This writing, with attachments, embodies the whole of the agreement of the Parties hereto. No oral agreement shall be binding upon the Parties unless expressly stated herein. Except as provided herein, any addition to or variation of the terms of this Contract shall not be valid unless made in the form of a written amendment of this Contract formally approved and executed by both Parties.
43. NOTICES. All notices shall be served in writing. The notices to the Operating Agency shall be sent to the following address:

City of Maywood
4319 E. Slauson Ave.
Maywood, CA 90270-2837

Notices, reports, and statements to the County shall be personally delivered or sent via First Class U.S. mail to the Executive Director, or his/her designee, at:

Los Angeles County Development Authority
Community Development Division – Grants Management Unit
700 W. Main Street
Alhambra, CA 91801

Each party shall promptly notify the other of any change in its mailing address.

44. NEPOTISM. The Operating Agency shall not hire nor permit the hiring of any person to fill a position funded through this Contract if a member of that person's immediate family is employed in an administrative capacity by the Operating Agency unless this action is approved by the Operating Agency's governing body and waived by the County. For the purpose of this Section 44, the term "immediate family" means spouse, child, mother, father, brother, sister, brother-

in-law, sister-in-law, father-in-law, mother-in-law, son-in-law, daughter-in-law, aunt, uncle, niece, nephew, stepparent and stepchild. The term "administrative capacity" means having selection, hiring, supervisory, or management responsibilities, including serving on the governing body of the Operating Agency.

45. RELIGIOUS AND POLITICAL ACTIVITIES. The Operating Agency agrees that PLHA Program funds under this Contract will be used exclusively for performance of the work required under this Contract, and that no PLHA Program funds made available under this Contract shall be used to promote religious or political activities. Further, the Operating Agency agrees that it will not perform, nor permit to be performed, any religious or political activities in connection with the performance of this Contract.
46. CERTIFICATION PROHIBITING USE OF EXCESSIVE FORCE. In accordance with Section 519 of Public Law 101-144, the undersigned certifies, to the best of the Operating Agency's knowledge and belief that it has adopted and is enforcing:
 - a. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
 - b. A policy of enforcing applicable State and local laws against individuals physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.
47. DRUG-FREE WORKPLACE. The Operating Agency agrees to provide a drug-free workplace by:
 - a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Operating Agency's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - b. Establishing an ongoing drug-free awareness program to inform employees about –
 - i. The dangers of drug abuse in the workplace;
 - ii. The Operating Agency's policy of maintaining a drug-free workplace;

- iii. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - iv. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - c. Making it a requirement that each employee, to be engaged in the performance of the grant, be given a copy of the statement required by Paragraph a. of this Section 47;
 - d. Notifying the employee in the statement required by Paragraph a. of this Section 47 that, as a condition of employment under the grant, the employee will –
 - i. Abide by the terms of the statement; and
 - ii. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;
 - e. Notifying the County in writing, within ten (10) calendar days after receiving notice under Sub-Paragraph d.(ii.) of this Section 47 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
 - f. Taking one of the following actions, within 30 calendar days of receiving notice under Sub-Paragraph d.(ii.) of this Section 47, with respect to any employee who is so convicted –
 - i. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - ii. Requiring such an employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency; and
 - g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs a-f of this Section 47.

48. COUNTY'S QUALITY ASSURANCE PLAN. The County will evaluate the Operating Agency's performance under this Contract on not less than an annual basis. Such evaluation will include assessing the Operating Agency's compliance with all Contract terms and performance standards. The Operating Agency's deficiencies, which the County determines are severe or continuing and that may place performance of the Contract in jeopardy, if not corrected, will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the County and the Operating Agency. If improvement does not occur consistent with the corrective measure, the County may terminate this Contract, or impose other penalties as specified in this Contract.
49. INSURANCE. The LACDA, acting as an agent of the County, authorizes the LACDA's Risk Manager to determine the requirements of the insurance policies to be procured and maintained by the Operating Agency with respect to its activities and obligations hereunder. Without limiting the Operating Agency's indemnification requirements as set forth in Section 51, INDEMNIFICATION below, the Operating Agency shall provide and maintain at its own expense during the term of this Contract, a program of insurance satisfactory to the LACDA's Risk Manager covering its operations hereunder, as specifically defined in EXHIBIT B to this Contract, a copy of which is attached hereto and incorporated herein by this reference.
50. FAILURE TO PROCURE INSURANCE. Failure on the part of the Operating Agency to procure or maintain required insurance, pursuant to EXHIBIT B shall constitute a material breach of the Contract under which the County may immediately suspend or terminate this Contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith. All monies so paid by the County shall be repaid by the Operating Agency to the County upon demand or the County may offset the cost of the premiums against any monies due to the Operating Agency from the County.
51. INDEMNIFICATION. The Operating Agency shall indemnify, defend and hold harmless the LACDA, the County, and its Special Districts, elected and appointed officers, employees, agents and volunteers ("LACDA Indemnitees") from and against any and all liability, including but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from and/or relating to this Contract, except for such loss or damage arising from the sole negligence or willful misconduct of the LACDA Indemnitees.
52. TERMINATION FOR IMPROPER CONSIDERATION (GRATUITIES). The County may, by written notice to the Operating Agency, immediately terminate the right of the Operating Agency to proceed under this Contract if it is found that improper consideration, in any form, was offered or given by the Operating Agency, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing the Contract or securing favorable treatment with respect to the award, amendment, or extension of the Contract or

the making of any determinations with respect to the Operating Agency's performance pursuant to the Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against the Operating Agency as it could pursue in the event of default by the Operating Agency.

The Operating Agency shall immediately report any attempt by the County officer or employee to solicit such improper consideration. The Report shall be made to the Executive Director of the LACDA or the County Auditor-Controller's Employee Fraud Hotline 800-544-6861.

53. TERMINATION FOR CAUSE. This Contract may be terminated by the County upon written notice to the Operating Agency for just cause (failure to perform satisfactorily) with no penalties incurred by the County upon termination or upon the occurrence of any of the following events in a, b, c, d, or e:
- a. Should the Operating Agency fail to perform all or any portion of the work required to be performed hereunder in a timely manner or properly carry out the provisions of the Contract in their true intent and meaning, then in such case, notice thereof in writing will be served upon the Operating Agency, and should the Operating Agency neglect or refuse to provide a means for satisfactory compliance with this Contract and with the direction of the County within the time specified in such notice, the County shall have the power to suspend or terminate the operations of the Operating Agency in whole or in part;
 - b. Should the Operating Agency fail within five (5) days to perform in a satisfactory manner, in accordance with the provisions of the Contract, or if the work to be done under said Contract is abandoned for more than three (3) days by the Operating Agency; then notice of deficiency thereof in writing will be served upon the Operating Agency;
 - c. Should the Operating Agency fail to comply with the terms of said Contract within five (5) days, upon receipt of said written notice of deficiency, the Executive Director of the LACDA shall have the power to suspend or terminate the operations of the Operating Agency in whole or in part;
 - d. In the event that a petition of bankruptcy shall be filed by or against the Operating Agency; or
 - e. If, through any cause, the Operating Agency shall fail to fulfill, in a timely and proper manner, the obligations under this Contract, or if the Operating Agency shall violate any of the covenants, Contracts, or stipulations of this Contract, the County shall thereupon have the right to terminate this Contract by giving written notice to the Operating Agency of such

termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Operating Agency or under this Contract shall, at the option of the County, become its property and the Operating Agency shall be entitled to receive just and equitable compensation for any work satisfactorily completed.

54. TERMINATION FOR CONVENIENCE. The County reserves the right to cancel this Contract for any reason at all upon thirty (30) days' prior written notice to the Operating Agency. In the event of such termination, the Operating Agency shall be entitled to a prorated portion paid for all satisfactory work unless such termination is made for cause, in which event, compensation if any, shall be adjusted in such a termination.
55. CONFLICT OF INTEREST. The Operating Agency, its agents and employees shall comply with all applicable State and County laws and regulations. The Operating Agency agrees to incorporate the language found in this Section 55 in contracts using PLHA Programs funds and subject to compliance with conflict of interest Federal, State and County laws.

The general rule shall be that no person described in the *Persons Covered* section below of this Section 55 who exercises, or has exercised any function or responsibilities with respect to PLHA activities, or who is in a position to participate in a decision-making process or gain inside information with regards to such activities, may obtain a financial interest or benefit from a PLHA assisted activity, or have a financial interest in any contract, subcontract, or agreement with respect to a PLHA assisted activity, or with respect to the proceeds of the PLHA assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter.

Persons Covered – The conflict of interest provisions of this Section 55 shall apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the Operating Agency, or of any designated public agencies, or of any subrecipients that are receiving PLHA Program funds.

The Operating Agency represents, warrants, and agrees that to the best of its knowledge, it does not presently have, nor will it acquire during the term of this Contract, any interest direct or indirect, by contract, employment or otherwise, or as a partner, joint venture or shareholder (other than as a shareholder holding a one percent (1%) or less interest in publicly traded companies) or affiliate with any business or business entity that has entered into any contract, subcontract, or arrangement with the County or LACDA. Upon execution of this Contract and during its term, as appropriate, the Operating Agency shall disclose in writing to the County any other contract or employment during the term of this Contract by

any other persons, business, or corporation in which employment will or may likely develop a conflict of interest between the County's and/or LACDA's interest and the interests of the third parties.

56. USE OF RECYCLED-CONTENT PAPER PRODUCTS. Consistent with the County Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Operating Agency agrees to use recycled-content paper to the maximum extent possible.
57. ARCHITECTURAL BARRIERS ACT AND THE AMERICANS WITH DISABILITIES ACT. The Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157) requires certain federal and federally-funded buildings and other facilities to be designed, constructed, or altered in accordance with standards that insure accessibility to, and use by, physically handicapped people. A building or facility designed, constructed, or altered with funds allocated or reallocated under this part after December 11, 1995, and that meets the definition of residential structure as defined in 24 CFR Section 40.2 or the definition of building as defined in 41 CFR Part 101, is subject to the requirements of the Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157) and shall comply with the Uniform Federal Accessibility Standards (Appendix A to 24 CFR Part 40 for residential structures and Appendix A to 41 CFR Parts 101-19 for general type buildings). The Americans with Disabilities Act (42 U.S.C. Section 12131; 47 U.S.C. Sections 155.201, 218 and 225) (ADA) provides comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, State and local government services, and telecommunications. It further provides that discrimination includes a failure to design and construct facilities for first occupancy after January 26, 1993 that are readily accessible to and usable by individuals with disabilities. Further, the ADA requires the removal of architectural barriers and communication barriers that are structural in nature in existing facilities, where such removal is readily achievable-that is, easily accomplishable and able to be carried out without much difficulty or expense.
58. CONSTRUCTION\REHABILITATION PROJECTS. The Operating Agency shall submit a request to the County, to conduct a Contract and Labor Compliance File Review within 10 days from completion of construction/rehabilitation activities.
59. CONTRACTOR RESPONSIBILITY AND DEBARMENT. A responsible contractor is a contractor, consultant, vendor, or operating agency who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity, and experience to satisfactorily perform the Contract. It is the policy of the LACDA, and the County to conduct business only with responsible contractors.
 - a. The Contractor is hereby notified that if the County acquires information concerning the performance of a Contractor on any PLHA contract, which indicates that the Contractor is not responsible, the County may, in

addition to other remedies provided in the Contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County and LACDA contracts for a specified period of time, which generally will not exceed five (5) years, but may exceed five (5) years or be permanent if warranted by circumstances, and terminate any or all existing contracts the Contractor may have with the County and the LACDA.

- b. The County may debar a contractor, consultant, or vendor, if the Board of Commissioners finds, in its discretion, that the contractor, consultant, or vendor has done any of the following: (1) violated any term of a contract with the LACDA or the County, or a nonprofit corporation created by the LACDA, or the County, (2) committed any act or omission which negatively reflects on the its quality, fitness, or capacity to perform and abide by a contract with the LACDA, or the County and any other public entity, or a nonprofit corporation created by the LACDA, or the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the LACDA, the County, or any other public entity.
- c. If there is evidence that a Contractor may be subject to debarment, the County will notify the Contractor in writing of the evidence, which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- d. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the County shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Commissioners.
- e. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Commissioners. The Board of Commissioners shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Hearing Board.
- f. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may, after the debarment has been in effect for at least five

(5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after the debarment was imposed; or (4) any other reason that is in the best interest of the County.

- g. The Contractor Hearing Board will consider a request for review of the debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the ground for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of the debarment period or termination of the debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.
- h. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Commissioners. The Board of Commissioners shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- i. These terms shall also apply to subcontractors and subconsultants of the County or LACDA contractors, consultants, vendors and operating agencies.

60. STATE PREVAILING WAGE REQUIREMENTS. This Contract is funded in whole or in part with public funds. The Operating Agency shall be responsible to ensure that the subcontractor complies with all labor requirements of the State of California, which are applicable to this Contract.

The subcontractor shall be responsible for complying with all labor requirements of the State of California prevailing wage laws, regulations, codes, etc., which are applicable to this Contract. They include, but are not limited to, the following: California Labor Code Section 1770 et seq., which requires Contractors to pay their workers based on the prevailing wage rates established and issued by the

Department of Industrial Relations (DIR), Division of Labor Statistics, these rates can be obtained on the website at www.dir.ca.gov or by contacting the LACDA, Labor Compliance Unit for the prevailing wage rates on file. The Operating Agency, and its subcontractor(s), shall also: (1) Pay not less than the prevailing wage to all workers, as defined in the California Code of Regulations (CCR) section 16000(a), and as set forth in Labor Code Sections 1771 and 1774; (2) Comply with the provisions of Labor Code Sections 1773.5, 1775, and 1777.5 regarding public works job sites; (3) Provide workers' compensation coverage as set forth in Labor Code Section 1861; (4) Comply with Labor Code Sections 1778 and 1779 regarding receiving a portion of wages or acceptance fee; (5) Maintain and make available for inspection payroll records, as set forth in Labor Code Section 1776; (6) Pay workers overtime pay, as set forth in Labor Code Section 1815 or as provided in the collective bargaining agreement adopted by the DIR Director as set forth in CCR's Section 16200; (7) Comply with Section 16101 of these regulations regarding discrimination; (8) Be subject to provisions of Labor Code Section 1777.7 which specifies the penalties imposed on a Contractor who willfully fails to comply with provisions of Section 1777.5; (9) Comply with those requirements as specified in Labor Code Sections 1810 and 1813; and (10) Comply with any other requirements imposed by the State.

61. OPERATING AGENCY'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM. The Operating Agency acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through contract are in compliance with their court-ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Operating Agency's duty under this Contract to comply with all applicable provisions of the law, the Operating Agency warrants that it is now in compliance and shall during the term of this Contract maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or District Attorney Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

62. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM. Failure of the Operating Agency to maintain compliance with the requirements set forth in Section 61, OPERATING AGENCY'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM, shall constitute a default by the Operating Agency under this Contract. Without limiting the rights and remedies available to the County under

any other provision of this Contract, failure to cure such default within 90 days of notice by the Los Angeles County Child Support Services Department (CSSD) shall be grounds upon which the Executive Director, or his/her designee, may terminate this Contract pursuant to Section 53, TERMINATION FOR CAUSE.

63. POST MOST WANTED DELINQUENT PARENTS LIST. The Operating Agency acknowledges that the County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. The Operating Agency understands that it is the County's policy to voluntarily post a list entitled L.A.'s Most Wanted: Delinquent Parents poster in a prominent position at the Operating Agency's place of business. The CSSD will supply the Operating Agency with the poster to be used.
64. OPERATING AGENCY'S ACKNOWLEDGMENT OF THE COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW. The Operating Agency acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Operating Agency understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Operating Agency's place of business. The Operating Agency will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. This poster is available at https://lacounty.gov/wp-content/uploads/2022/02/BSS_Poster_English_18x24.pdf.
65. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW. The Operating Agency shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is available on the Internet at babysafela.org under the public information link for printing purposes.
66. PHOTOGRAPHS, FOOTAGE, AND OTHER MEDIA MATERIALS. The Operating Agency represents and warrants that all photographs, videos, DVD's, footage, magazines, and other media materials provided to the County are either public record or have been legally procured without invading the copyright, ownership, or privacy rights of any individual. Operating Agency further agrees to defend, hold harmless, and indemnify the County from any and all liability, as described in Section 51, INDEMNIFICATION, arising from or related to the County's use of said photographs, videos, DVD's, footage, magazines, and other media materials.
67. OPERATING AGENCY'S WARRANTY OF COMPLIANCE WITH THE COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM. The Operating Agency acknowledges that the LACDA has established a goal of

ensuring that all individuals and businesses that benefit financially from the LACDA through contract are current in paying their personal and real property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers. Unless the Operating Agency qualifies for an exemption or exclusion, the Operating Agency warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this Contract will maintain compliance, with the County's Defaulted Tax Program, found at Los Angeles County Ordinance No. 2009-0026 and codified at Los Angeles County Code, Chapter 2.206.

68. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH THE COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM. Failure of the Operating Agency to maintain compliance with the requirements set forth in Section 67, OPERATING AGENCY'S WARRANTY OF COMPLIANCE WITH THE COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM, shall constitute default under this Contract. Without limiting the rights and remedies available to the LACDA under any other provision of this Contract, failure of the Operating Agency to cure such default within ten (10) days of notice shall be grounds upon which LACDA may suspend or terminate this contract pursuant to the County's Defaulted Property Tax Reduction Program found at Los Angeles County Ordinance No. 2009-0026 and codified at Los Angeles County Code, Chapter 2.206.

69. COMPLIANCE WITH COUNTY'S ZERO TOLERANCE HUMAN TRAFFICKING. Operating Agency acknowledges that the County has established a Zero Tolerance Trafficking Policy prohibiting the Operating Agency, or subcontractors approved under this contract from engaging in human trafficking.

If the Operating Agency, or a member (s) on the Operating Agency's staff is convicted of a human trafficking offense, the County shall require that the Operating Agency, or member of the Operating Agency's staff be removed immediately from performing services under this contract. The County will not be under any obligation to disclose confidential information regarding the offenses other than those required by law.

Disqualification of any member of the Operating Agency's staff pursuant to this Section 69 shall not relieve the Operating Agency of its obligation to complete all work in accordance with the terms and conditions of this Contract.

70. ENERGY POLICY AND CONSERVATIONACT. The Operating Agency must comply with mandatory standards and policies related to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (Pub.L.94A 163, Stat.871).

71. WARRANTY OF AUTHORITY. The undersigned signatory for the Operating Agency covenants, warrants, and guarantees that he/she is empowered and authorized to sign this Contract on behalf of the Operating Agency in accordance with the terms and conditions stated herein.

72. EXECUTION OF COUNTERPARTS AND ELECTRONIC SIGNATURES. This Contract may be executed in any number of counterparts, each of which shall be effective only upon delivery, and therefore shall be deemed an original, and all of which shall constitute one and the same document, for the same effect as if all Parties hereto had signed the same signature page.

The facsimile, email, or other electronically delivered signature of the Parties shall be deemed to constitute original signatures, and facsimile or electronic copies hereof shall be deemed to constitute duplicate originals.

73. ENTIRE CONTRACT. This Contract with attachments and any and all PLHA Bulletins, which the County may issue from time to time following the date of execution, constitute the entire understanding and agreement of the Parties.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Contract to be subscribed by the Executive Director of the Los Angeles County Development Authority, and the Operating Agency has subscribed the same through its duly authorized officers, on the day, month and year first above written.

COUNTY OF LOS ANGELES

City of Maywood
Operating Agency

By: _____

By: _____

EMILIO SALAS, Executive Director
Los Angeles County Development Authority

Title: _____

APPROVED AS TO FORM:

APPROVED AS TO PROGRAM:

DAWYN R. HARRISON
County Counsel

EMILIO SALAS, Executive Director
Los Angeles County Development Authority

By: _____

By: _____

BEHNAZ TASHAKORIAN
Principal Deputy County Counsel

LINDA JENKINS, Director
Community Development Division
Los Angeles County Development Authority

Los Angeles County Development Authority
County of Los Angeles
Project Description and Activity Budget

Contract No. 116206 Version 0

PROJECT

OPERATING AGENCY

Project No: PLH115-24	Organization
Title: Year 3 Activity 6 Shelter Beds within Salvation Army Bell Shelter	Name: City of Maywood
Funding Period: To: 6/30/2026	Type: Participating City
Jurisdiction: Maywood PLHA	LACDA Program Mgr: Maria Urzua

Project Administration

Jennifer Vasquez
City Manager
4319 E. Slauson Avenue, Maywood, CA 90270
Telephone: (323) 562-5722
Email: Jennifer.Vasquez@cityofmaywood.org

Eligibility Summary

Funding Source: PLHA
HUD Code: 21R Rental Assistance
Eligibility Citation: 000.000
National Objective: OTH
Nat. Objective Citation: 570.208(d)
Est. Accomplishments: Performance Indicator: Rental Assistance

Activity Summary

This program will address the impact of homelessness by securing access to shelter beds for the unhoused persons with incomes below 30% AMI, in the City of Maywood. The program has been developed in collaboration with seven (7) other participating cities within the Southeast Los Angeles subregion to offer access to shelter beds at the Salvation Army Bell Shelter located at 5600 Rickenbacker Rd, Bell, CA 90201.

Four (4) shelter beds per participating city and four (4) shared public safety shelter beds at the Salvation Army Bell Shelter will be made available to the unhoused from the City of Maywood. The shelter beds will be made available for a single adult (age 18 or over) participant referred into

a program of comprehensive homeless support services within the shelter.

Special Conditions

The Operating Agency agrees to comply and complete all necessary financial closeout procedures required by the County and, within a period of not more than forty-five (45) calendar days from the expiration date of this Contract. This time period will be referred to as the financial closeout period. The County is not liable to provide reimbursement for any expenses or costs associated with this Contract after the expiration of the financial closeout period. After the expiration of the financial closeout period, those funds not paid to the Operating Agency under this Contract, if any, may be immediately reprogrammed by the Operating Agency into other eligible activities. The County may request a final financial audit for activities performed under this Contract at the expiration of the financial closeout period.

The Operating Agency shall maintain income documentation to ensure that the beneficiary meets the income requirements for the program.

The Operating Agency is responsible for monitoring the activities of subrecipients and housing developers including for program implementation, compliance with State and County financial requirements, and requirements and compliance with all other applicable regulations.

The Operating Agency shall confirm that each applicant counted toward the PLHA-funded activity's actual accomplishments resides within the contract service area; thereby ensuring benefits to residents of the funding jurisdiction.

The Operating Agency must maintain adequate financial documentation to support the program expenditures reported in the PLHA Funding Request forms. The financial supporting documentation will include contracts for goods or services, evidence of procurement, lease or rental agreements, invoices, billing statements, cancelled checks, timecards signed by employee and supervisors, payroll registers, payroll tax records, bank statements, bank reconciliations, a detailed General Ledger that supports the costs charged to the PLHA program, and an approved cost allocation method for indirect costs charged. Failure to provide the necessary supporting documentation upon request will result in the disallowance of costs.

Program Management Mitigation Conditions

None.

Environmental Mitigation Conditions

None.

Contracted Services/Subrecipients

The City of Bell is the lead agency for the Shelter Beds within the Salvation Army Bell Shelter Program. Additionally, the City of Bell will submit the monthly invoice it receives from the Salvation Army to the City of Maywood for its share of the cost of the shelter beds.

City of Bell

6330 Pine Avenue
Bell, CA 90201

Furthermore, the City of Maywood will use a Consultant to provide administrative services including reporting, monitoring, and obtaining reimbursement of PLHA program funds.

Funding Summary

<u>Cost Category</u>	<u>Amount</u>
Non-Personnel	\$70,944.00
Total	\$70,944.00

Service Area

<u>Region</u>	<u>Population</u>	<u>Low/Mod Pop</u>
Maywood	28,340	21,315
Grand Total:	28,340	21,315 75.21% Low/Mod

EXHIBIT B
INSURANCE REQUIREMENTS
FOR
PARTICIPATING CITIES

City of Maywood
4319 E. Slauson Ave. Maywood CA 90270-2837

No funds will be advanced, reimbursed, or disbursed until all of the insurance requirements set forth herein have been met. There absolutely will be no reimbursement of costs for the default and cure periods.

Exceptions to the insurance requirements as set forth herein, will be granted only on a case by case basis. Prior to the Operating Agency receiving funds, the LACDA will review the activities of the Operating Agency. Those Operating Agencies whose activities present no meaningful exposure to the LACDA and/or the County (as determined solely by the LACDA's Risk Management Administrator) may have certain insurance coverages waived by the LACDA's Risk Management Administrator upon the written request of the Operating Agency and approval from the LACDA's Risk Management Administrator.

The insurance policies are to contain and be endorsed to contain, the provisions set forth herein. All certificates of insurance and endorsements shall carry the following identifier: City of Maywood

1.0 Insurance

In order for the Operating Agency to meet its obligations and insure its continuance, the Los Angeles County Development Authority ("LACDA"), and the County of Los Angeles ("County"), herein collectively referred to as the "Public Agencies", require that prior to the execution of this Contract, the Operating Agency must provide evidence that all insurance requirements have been met. Without limiting Operating Agency's indemnification of LACDA Indemnitees, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Operating Agency shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Section 9 this Contract. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Operating Agency pursuant to this Contract. The LACDA in no way warrants that the Required Insurance is sufficient to protect the Operating Agency for liabilities which may arise from or relate to this Contract.

1.1 Insurance Coverage

1.1.1 Commercial General Liability Insurance

Providing scope of coverage equivalent to ISO policy form CG 00 01, naming The LACDA, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively "LACDA and its Agents") as an additional insured, with limits of not less than:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$2 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

1.1.2 Automobile Liability Insurance

Providing scope of coverage equivalent to ISO policy form CA 00 01 with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Operating Agency's use of autos pursuant to this Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

1.1.3 Workers Compensation and Employers' Liability

Insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Operating Agency will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization ("PEO"), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the LACDA as the Alternate Employer, and the endorsement form shall be modified to provide that LACDA will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Operating Agency's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

1.2 Additional Unique Insurance Coverage

1.2.1 Sexual Misconduct Liability

Coverage is required when services in relation to this contract involve care or supervision of children, seniors and other vulnerable persons and insurance shall include covering for actual or alleged claims for sexual misconduct and/or molestation with limits of not less than \$2 million per claim and \$2 million aggregate, and claims for negligent employment, investigation, supervision, training or retention of, or failure to report to proper authorities, a person(s) who committed any act of abuse, molestation, harassment, mistreatment or maltreatment of a sexual nature.

1.2.2 Professional Liability/Errors and Omissions

Insurance covering Operating Agency's liability arising from or related to this Contract, with limits of not less than \$2 million per claim and \$2 million aggregate. Further, the Operating Agency understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Agreement's expiration, termination or cancellation.

1.2.3 Property Coverage

Operating Agencies given exclusive use of LACDA owned or leased property shall carry property coverage at least as broad as that provided by the ISO special causes of loss (ISO policy form CP 10 30) form. The LACDA and its Agents shall be named as an Additional Insured and Loss Payee on Operating Agency's insurance as its interests may appear. Automobiles and mobile equipment shall be insured for their actual cash value. Real property and all other personal property shall be insured for their full replacement value.

If the Operating Agency will have possession of, rent, lease, or be loaned LACDA owned real or nonexpendable personal property, the Operating Agency shall be required to insure the property for replacement cost under the Special Form Coverage. The LACDA shall be named on a Lenders Loss Payable Endorsement. Evidence of this shall be provided to the LACDA, prior to execution of this contract. Coverage shall be maintained for the duration of this contract.

The "Basic Form" or "Special Form" property insurance as follows:

A. The "Special Form" perils property insurance coverage shall be provided for both Builders Risk (course of construction) and completed operational property. All builders risk insurance shall provide coverage against theft, vandalism, malicious mischief, collapse, false work, temporary buildings on site, theft and vandalism to construction materials, building materials in transit and debris removal including demolition occasioned by enforcement of any applicable building codes. The amount of the property coverage shall at all times meet or exceed the full replacement value of materials supplied or installed by others and all existing structures, improvements and fixtures on the Mortgaged Property. There shall not be a "co-insurance" clause and the Operating Agency agrees to waive any co-insurance clause **to the full extent described in the insurance policy form**. If a co-insurance waiver is not commercially available at reasonable rates, the LACDA may waive this requirement. Said insurance shall be maintained for the duration of this Contract. The LACDA shall be named as loss payees on such policy.

B. If the "Special Form" is not available from the Operating Agency's underwriters due to market conditions or unreasonable costs, or the LACDA determine the "Basic Form" is preferred, the "Basic Form" may be obtained in lieu of the "Special Form." The "Basic Form" insurance coverage shall include, without limitation, insurance against the perils of fire and physical loss of damage including, without duplication of coverage, vandalism, malicious mischief and extended coverage. The amount of the property coverage shall at all times meet or exceed the actual cash value ("ACV") of all existing structures, improvements and fixtures on the Property. Said insurance shall be maintained for the duration of this Contract. The LACDA shall be named as loss payees on such policy.

1.2.4 Crime Coverage

Including, but not limited to, coverage against loss of money, employee theft/forgery, securities, inventory or other property, with limits in amounts not less than indicated if the aggregate budgeted amount for the current fiscal year allotted for the operating agency is less than fifty thousand dollars (\$50,000), the operating agency shall not be required to comply with this section c. if the aggregate budgeted amount for the current fiscal year allotted for the operating agency is greater than or equal to fifty thousand dollars (\$50,000), then the operating agency shall be required to comply with the following requirements in this Section C:

The Operating Agency shall procure and maintain, at its sole cost and expense, a fidelity bond covering each employee of the Operating Agency, whether or not they are compensated. The fidelity bond may be either a primary commercial blanket bond or a blanket position bond written by an insurer licensed by the California Insurance Commissioner. The Operating Agency shall provide thirty (30) days' notice to the LACDA prior to cancellation of the fidelity bond. The fidelity bond shall provide a minimum coverage equivalent to 50% of the cumulative Exhibit A project budget approved for the current fiscal year, not to exceed One Million Dollars (\$1,000,000). If the Operating Agency experiences an increase in funding during the fiscal year, the crime coverage requirement will be reassessed and additional coverage may be required in the sole and absolute discretion of the LACDA. The Operating Agency shall maintain the fidelity bond for the duration of this contract. The fidelity bond may contain a provision for a deductible amount from any loss which, except for such deductible provision, would be recoverable from the insurer. A deductible provision shall not be in excess of ten percent (10%) of the required minimum bond coverage. Any deviation from this fidelity bond section shall require specific written approval by the LACDA. The LACDA reserves the right, at its sole and absolute discretion, to amend at any time the requirements contained in this section C.

1.3 THIS SECTION INTENTIONALLY LEFT BLANK

1.4 Certificate of Insurance Coverage:

1.4.1

Certificate(s) of Insurance Coverage ("Certificate") satisfactory to LACDA, and a copy of an Additional Insured endorsement confirming LACDA and its Agents (defined below) has been given Insured status under the Operating Agency's General Liability policy, shall be delivered to LACDA at the address shown below and provided prior to commencing services under this Contract.

1.4.2

Renewal Certificates shall be provided to LACDA not less than ten (10) days prior to Operating Agency's policy expiration dates. The LACDA reserves the right to obtain complete, certified copies of any required Operating Agency and/or Sub-Contractor insurance policies at any time.

1.4.3

Certificates shall identify all required insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Operating Agency identified as the contracting party in this Contract.

1.4.4

Certificates shall provide the full name of each insurer providing coverage, its National Association of Insurance Commissioners ("NAIC") identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any LACDA required endorsement forms.

1.4.5

Neither the LACDA's failure to obtain, nor the LACDA's receipt of, or failure to object to a non-complying Certificate or endorsement, or any other insurance documentation or information provided by the Operating Agency, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

1.4.6

Certificates and copies of any required endorsements shall be sent to:

Los Angeles County Development Authority
Contracting Division/Section
Contracting Division Address
Attention: Name and Title of Division Contact

1.5 Notices of Injury or Damage or Destruction

The Operating Agency also shall promptly report to LACDA any injury or property damage accident or incident, including any injury to an Operating Agency employee occurring on LACDA property, and any loss, disappearance, destruction, misuse, or theft of LACDA property, monies or securities entrusted to the Operating Agency. The Operating Agency also shall promptly notify LACDA of any third party claim or suit filed against the Operating Agency or any of its sub-contractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against the Operating Agency and/or LACDA.

1.6 Additional Insured Status and Scope of Coverage

The LACDA and its Agents shall be provided additional insured status under Operating Agency's General Liability policy with respect to liability arising out of Operating Agency's ongoing and completed operations performed on behalf of the LACDA.

LACDA and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the Operating Agency's acts or omissions, whether such liability is attributable to the Operating Agency or to the LACDA. The full policy limits and scope of protection also shall apply to the LACDA and its Agents as an additional insured, even if they exceed the LACDA's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

1.7 Cancellation of or Change to Maintain Insurance

Operating Agency shall provide LACDA with, or Operating Agency's insurance policies shall contain a provision that LACDA shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to LACDA at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the LACDA, upon which the LACDA may suspend or terminate this Contract.

1.8 Failure to Maintain Insurance

Operating Agency's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which LACDA immediately may withhold payments due to Operating Agency, and/or suspend or terminate this Contract. LACDA, at its sole discretion, may obtain damages from Operating Agency resulting from said breach. Alternatively, the LACDA may purchase the Required Insurance, and without further notice to Operating Agency, deduct the premium cost from sums due to Operating Agency or pursue Operating Agency reimbursement.

1.9 Operating Agency's Insurance Shall Be Primary

Operating Agency's insurance policies, with respect to any claims related to this Contract, shall be primary with respect to all other sources of coverage available to Operating Agency. Any LACDA maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Operating Agency coverage.

1.10 Insurance Specifics

1.10.1 Waivers of Subrogation

To the fullest extent permitted by law, the Operating Agency hereby waives its rights and its insurer(s)' rights of recovery against LACDA under all the Required Insurance for any loss arising from or relating to this Contract. The Operating Agency shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

1.10.2 Sub-Contractor Insurance Coverage Requirements

Operating Agency shall include all Sub-Contractors as insureds under Operating Agency's own policies, or shall provide LACDA with each Sub-Contractor's separate

evidence of insurance coverage. Operating Agency shall be responsible for verifying that each Sub-Contractor complies with the Required Insurance provisions herein, and shall require that each Sub-Contractor name the LACDA and Operating Agency as additional insureds on the Sub-Contractor's General Liability policy. Operating Agency shall obtain LACDA's prior review and approval of any Sub-Contractor request for modification of the Required Insurance.

1.10.3 Deductibles and Self-Insured Retentions (SIRs)

Operating Agency's policies shall not obligate the LACDA to pay any portion of any Operating Agency deductible or SIR. The LACDA retains the right to require Operating Agency to reduce or eliminate policy deductibles and SIRs as respects the LACDA, or to provide a bond guaranteeing Operating Agency's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

1.10.4 Claims Made Coverage

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Contract. Operating Agency understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.

1.10.5 Application of Excess Liability Coverage

Operating Agency may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

1.10.6 Separation of Insureds

All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

1.10.7 Alternative Risk Financing Programs

The LACDA reserves the right to review, and then approve, Operating Agency use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The LACDA and its Agents shall be designated as an Additional Covered Party under any approved program.

1.11 LACDA Review and Approval of Insurance Requirements

The LACDA reserves the right to review and adjust the Required Insurance provisions, conditioned upon LACDA's determination of changes in risk exposures.

The LACDA reserves the right, at its sole and absolute discretion, to amend at any time the provisions of this Exhibit B.

AGENDA REPORT

CITY OF MAYWOOD



AGENDA ITEM NO. 9.

DATE: November 19, 2024

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: JENNIFER VASQUEZ, CITY MANAGER

BY: MIGUEL LEON, ADMINISTRATIVE ANALYST

SUBJECT: CONSIDERATION OF GRANT ACCEPTANCE FROM THE OFFICE OF TRAFFIC SAFETY (OTS) FOR THE MAYWOOD DISTRACTED DRIVING PREVENTION AND EDUCATION PROGRAM

RECOMMENDATION:

It is recommended that the City Council: 1) approve the acceptance of the \$56,000 grant from the California Office of Traffic Safety (OTS) for the implementation of the Maywood Distracted Driving Prevention and Education Program for Fiscal Year 2024/25 and 2) authorize the City Manager to execute all necessary agreements and documents related to the grant.

BACKGROUND:

The California Office of Traffic Safety (OTS) administers several grant programs designed to improve roadway safety across the state. The City applied for and has been awarded a \$56,000 grant for Fiscal Year 2024/25 to implement the Maywood Distracted Driving Prevention and Education Program. The primary objective of the grant is to enhance traffic safety by addressing distracted driving, which remains a significant factor in traffic-related fatalities and injuries, particularly among young drivers.

This grant will support a collaborative, community-based program to educate residents, with a focus on youth and young adults, about the dangers of distracted driving. The grant period runs from October 1, 2024, to September 30, 2025, and will be managed by the City Manager's Office. The program will include workshops, presentations, community outreach efforts, and social media campaigns aimed at reducing distracted driving incidents in the City.

DISCUSSION:

The Maywood Distracted Driving Prevention and Education Program has several key components designed to engage the community and raise awareness about the risks associated with distracted driving. The program will achieve its objectives through the following activities:

- Workshops and Presentations: Conducting targeted workshops and presentations at local schools, community centers, and events to educate residents about the dangers of distracted driving.
- Peer-to-Peer Education and Community Outreach: Engaging local youth and young adults in peer-led educational initiatives, encouraging them to become ambassadors for safe driving practices.
- Social Media Campaign: Utilizing digital platforms and social media to reach a broader audience with messages promoting distraction-free driving and traffic safety.
- "Safe Driver Pledge" Campaign: Launching a public awareness campaign encouraging residents to

take a pledge to drive without distractions, helping to reinforce the community's commitment to traffic safety.

These activities align with the City's broader strategic goals of improving roadway safety and reducing traffic-related fatalities. The effectiveness of the program will be evaluated through key performance metrics, including the number of educational events conducted, the level of community engagement achieved, and the extent to which residents commit to safer driving behaviors through the "Safe Driver Pledge."

LEGAL REVIEW:

The City Attorney has reviewed this report.

FISCAL IMPACT:

The total grant award of \$56,000 will be allocated for the program's implementation. Since this is the first year the City is receiving this grant, the City will be recording its activities in the General Fund and therefore, an appropriation of \$56,000 is required. These funds will be managed by the City Manager's Office, with oversight provided by the Assistant to the City Manager and an Administrative Analyst, who will ensure proper execution of the program and compliance with all OTS reporting requirements. The grant funding will fully cover the cost of program implementation, and no additional City funds will be required for this program.

ATTACHMENT(S)

1. Office of Traffic and Safety Grant Agreement - DD25005

GRANT AGREEMENT

DD25005

1. GRANT TITLE Maywood Distracted Driving Prevention and Education Program	
2. NAME OF AGENCY Maywood	3. Grant Period From: 10/01/2024 To: 09/30/2025
4. AGENCY UNIT TO ADMINISTER GRANT Maywood City Manager's Office	
5. GRANT DESCRIPTION The City of Maywood will implement a collaborative-based traffic safety education program, focusing on distracted driving, that will include workshops, presentations, community events, peer to peer education and social media campaigns targeting youth and young adults.	
6. Federal Funds Allocated Under This Agreement Shall Not Exceed: \$56,000.00	
7. TERMS AND CONDITIONS: The parties agree to comply with the terms and conditions of the following which are by this reference made a part of the Agreement: • Schedule A – Problem Statement, Goals and Objectives and Method of Procedure • Schedule B – Detailed Budget Estimate and Sub-Budget Estimate (if applicable) • Schedule B-1 – Budget Narrative and Sub-Budget Narrative (if applicable) • Exhibit A – Certifications and Assurances • Exhibit B* – OTS Grant Program Manual • Exhibit C – Grant Electronic Management System (GEMS) Access *Items shown with an asterisk (*), are hereby incorporated by reference and made a part of this agreement as if attached hereto. These documents can be viewed at the OTS home web page under Grants: www.ots.ca.gov. We, the officials named below, hereby swear under penalty of perjury under the laws of the State of California that we are duly authorized to legally bind the Grant recipient to the above described Grant terms and conditions. IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.	
8. Approval Signatures	
A. GRANT DIRECTOR NAME: Miguel Leon TITLE: Administrative Analyst EMAIL: miguel.leon@cityofmaywood.org PHONE: (310) 977-8298 ADDRESS: 4319 East Slauson Avenue Maywood, CA 90270 _____ (Signature) (Date)	B. AUTHORIZING OFFICIAL NAME: Jennifer E. Vasquez TITLE: City Manager EMAIL: jennifer.vasquez@cityofmaywood.org PHONE: (323) 562-5700 ADDRESS: 4319 East Slauson Avenue Maywood, CA 90270 _____ (Signature) (Date)
C. FISCAL OFFICIAL NAME: Rimo Hanson TITLE: Finance Director EMAIL: rimo.hanson@cityofmaywood.org PHONE: (323) 562-5707 ADDRESS: 4319 East Slauson Avenue Maywood, CA 90270 _____ (Signature) (Date)	D. AUTHORIZING OFFICIAL OF OFFICE OF TRAFFIC SAFETY NAME: Barbara Rooney TITLE: Director EMAIL: barbara.rooney@ots.ca.gov PHONE: (916) 509-3030 ADDRESS: 2208 Kausen Drive, Suite 300 Elk Grove, CA 95758 _____ (Signature) (Date)

E. ACCOUNTING OFFICER OF OFFICE OF TRAFFIC SAFETY NAME: Carolyn Vu ADDRESS: 2208 Kausen Drive, Suite 300 Elk Grove, CA 95758	9. SAM INFORMATION SAM #: KXFCWDEC53C5 REGISTERED ADDRESS: 4319 E Slauson Avenue CITY: Maywood, CA 90270 ZIP+4: Maywood 90270-2837
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10. PROJECTED EXPENDITURES						
FUND	CFDA	ITEM/APPROPRIATION	F.Y.	CHAPTER	STATUTE	PROJECTED EXPENDITURES
<i>I CERTIFY upon my own personal knowledge that the budgeted funds for the current budget year are available for the period and purpose of the expenditure stated above.</i>				AGREEMENT TOTAL		\$56,000.00
				AMOUNT ENCUMBERED BY THIS DOCUMENT		\$56,000.00
				PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT		\$ 0.00
OTS ACCOUNTING OFFICER'S SIGNATURE			DATE SIGNED		TOTAL AMOUNT ENCUMBERED TO DATE	
					\$56,000.00	

1. PROBLEM STATEMENT

Maywood is one of the densest cities in California (U.S. Census 2020), with a poverty rate of 20%, nearly double the state average (U.S. Census). Also, it is historically among the most disadvantaged communities in Los Angeles County, therefore lacking the resources to sustain investment in traffic safety programs and opportunities to redress systemic inequities in traffic safety, especially during periods of large population growth.

The city's proximity to high employment areas is both a benefit and a concern due to high traffic volume and the high-volume traffic corridors proximity to densely populated residential neighborhoods. Maywood is bisected by several high-volume arterial roads, Slauson Ave and Atlantic Blvd. Both arterials accommodate traffic moving in and out of the City of Los Angeles and the nearby commercial and manufacturing communities of Vernon and the City of Commerce.

Additionally, Maywood Academy High School and the Maywood Center for Enriched Studies are situated alongside the major traffic corridors of Atlantic Blvd and Slauson Blvd. Overall, this situation has created an environment where vulnerable populations, especially youth, are at a heightened risk for motor vehicle crashes whether behind the wheel, as a passenger, or as pedestrian attempting to maneuver across wide and busy roads.

Recent data highlights the critical nature of this issue: from 2014 to 2019, 18.2% of traffic crashes in Maywood involved pedestrians, compared to 9.2% in Los Angeles County overall during the same period (tims.berkeley.edu/tools/query/summary/Maywood). Additionally, 6 fatalities and 248 injuries were reported during the same time period. The proximity of major traffic arteries, such as Atlantic Boulevard and Slauson Avenue, to densely populated neighborhoods and recently constructed schools has intensified these risks, leading to increased congestion and a dangerous environment for young pedestrians and drivers.

Distracted driving, particularly among teens, is a significant contributor to these safety issues. National studies indicate that adolescents are more likely to engage in high-risk behaviors, such as texting while driving, due to inexperience and peer pressure. In fact, 39% of high school students reported texting while driving in the past month. This trend is particularly alarming in a community like Maywood, where educational resources and road safety programs are limited. Based on feedback from Maywood's Youth Commission, most prospective young drivers in the area rely on informal training from relatives or friends, rather than formal driver education programs. While some individuals may have the advantage of structured driver education, many in Maywood lack access to these resources. Schools in the area do not provide formal driver education, leaving youth underprepared and vulnerable to high-risk driving behaviors, such as distracted driving.

This gap in structured training contributes to an increased likelihood of crashes among inexperienced drivers, underscoring the need for a community-focused distracted driving prevention program.

Recent data from the Los Angeles County Sheriff's Department, East Los Angeles Station, indicates that from 2016 to 2021, there were 99 documented traffic crashes in Maywood, with 13 resulting in injuries. Inattention was identified as a major contributing factor in many of these incidents, further emphasizing the need for a targeted intervention against distracted driving. This issue is particularly acute among adolescents, where national data aligns with local patterns indicating high-risk behaviors such as texting while driving.

The need for a targeted distracted driving prevention program is evident. By implementing a comprehensive approach that includes education, outreach, and community engagement, this program will directly address the rising incidents of distracted driving and their impact on young drivers.

Without this proactive intervention, the dangers associated with distracted driving will persist, leading to more crashes and injuries in a community already grappling with significant socio-economic challenges.

2. PERFORMANCE MEASURES		
A. Goals: 1. Reduce the number of persons killed in traffic crashes. 2. Reduce the number of persons injured in traffic crashes.		
B. Objectives: 1. Issue a press release announcing the kick-off of the grant by November 15. The kick-off press releases and media advisories, alerts, and materials must be emailed to the OTS Public Information Officer at pio@ots.ca.gov, and copied to your OTS Coordinator, for approval 7 days prior to the issuance date of the release.		Target Number 1
2. Identify grant funded, straight time personnel. Include any vacancies or staff changes that have occurred. For any vacancies, include the status of filling the vacancy.		4
3. Execute subcontracts referenced in the budget. Prior to finalizing the subcontract, grantee should work with the OTS to ensure all costs in the sub contract are allowable. Upon execution of subcontract, upload a copy of the subcontract and request a revision to the grant budget to add new budget line items for associated costs under contractual services. If not yet executed, provide ETA.		2
4. Conduct 4 distracted driving prevention workshops that will focus on educating students and the community on the risks and consequences of distracted driving.		4
5. Conduct 5 peer-to-peer education events aimed at reaching 500 students.		5
6. Host 4 community events focused on educating residents about the dangers of distracted driving and promoting safe driving practices.		4
7. Implement a distracted driving social media campaign to engage at least 2,000 residents with monthly posts on traffic safety, highlighting the risks of distracted driving.		12
8. Partner with businesses, organizations, and community members to develop a "Safe Driver Pledge" campaign, with at least 300 residents, businesses, and/or community members committing to promote the distraction-free driving practices within the community.		300
3. METHOD OF PROCEDURE		
A. <u>Phase 1 – Program Preparation</u> (1st Quarter of Grant Year) • Develop operational plans to implement the “best practice” strategies outlined in the objectives section. • All training needed to implement the program should be conducted in the first quarter. • All grant related purchases needed to implement the program should be made in the first quarter. <u>Media Requirements</u> • Issue a press release approved by the OTS PIO announcing the kick-off of the grant by November 15, but no sooner than October 1. The kick-off release must be approved by the OTS PIO and only distributed after the grant is fully signed and executed. If you are unable to meet the November 15 deadline to issue a kick-off press release, communicate reasons to your OTS grant coordinator and OTS PIO.		
B. <u>Phase 2 – Program Operations</u> (Throughout Grant Year) <u>Media Requirements</u> The following requirements are for all grant-related activities: • Send all media advisories, alerts, videos, graphics, artwork, posters, radio/PSA/video scripts, storyboards, digital and/or print educational materials for grant-related activities to the OTS PIO at pio@ots.ca.gov for approval and copy your OTS grant coordinator. Optimum lead time would		

be 7 days before the scheduled release but at least 3 business days prior to the scheduled release date for review and approval is appreciated.

- Send all Powerpoint presentations, online presentations and trainings for grant-related activities to the OTS PIO at pio@ots.ca.gov for approval and copy your OTS grant coordinator. Certified training courses are EXEMPT from the approval process.
- The OTS PIO is responsible for the approval of the design and content of materials. The agency understands OTS PIO approval is not authorizing approval of budget expenditure or cost. Any cost approvals must come from the OTS grant coordinator.
- Pre-approval is not required when using any OTS-supplied template for media advisories, press releases, social media graphics, videos or posts, or any other OTS-supplied educational material. However, copy the OTS PIO at pio@ots.ca.gov and your OTS grant coordinator when any material is distributed to the media and public, such as a press release, educational material, or link to social media post. The OTS-supplied kick-off press release templates and any kickoff press releases are an exception to this policy and require prior approval before distribution to the media and public.
- If an OTS-supplied template, educational material, social media graphic, post or video is substantially changed, the changes shall be sent to the OTS PIO at pio@ots.ca.gov for approval and copy to your OTS grant coordinator. Optimum lead time would be 7 days prior to the scheduled release date, but at least 3 business days prior to the scheduled release date for review and approval is appreciated.
- Press releases, social media posts and alerts on platforms such as NextDoor and Nixle reporting immediate and time-sensitive grant activities (e.g. enforcement operations, day of event highlights or announcements, event invites) are exempt from the OTS PIO approval process. The OTS PIO and your OTS grant coordinator should still be notified when the grant-related activity is happening (e.g. car seat checks, bicycle rodeos, community presentations, DUI checkpoints, etc.).
- Enforcement activities such as warrant and probation sweeps, court stings, etc. that are embargoed or could impact operations by publicizing in advance are exempt from the PIO approval process. However, announcements and results of activities should still be copied to the OTS PIO at pio@ots.ca.gov and your OTS grant coordinator with embargoed date and time or with "INTERNAL ONLY: DO NOT RELEASE" message in subject line of email.
- Any earned or paid media campaigns for TV, radio, digital or social media that are part of a specific grant objective, using OTS grant funds, or designed and developed using contractual services by a subgrantee, requires prior approval. Please send to the OTS PIO at pio@ots.ca.gov for approval and copy your grant coordinator at least 3 business days prior to the scheduled release date.
- Social media posts highlighting state or national traffic safety campaigns (Distracted Driving Month, Motorcycle Safety Awareness Month, etc.), enforcement operations (DUI checkpoints, etc.), or any other grant-related activity such as Bicycle rodeos, presentations, or events, are highly encouraged but do not require prior approval.
- Submit a draft or rough-cut of all digital, printed, recorded or video material (brochures, posters, scripts, artwork, trailer graphics, digital graphics, social posts connected to an earned or paid media campaign grant objective) to the OTS PIO at pio@ots.ca.gov and copy your OTS grant coordinator for approval prior to the production or duplication.
- Use the following standard language in all press, media, and printed materials, space permitting: Funding for this program was provided by a grant from the California Office of Traffic Safety, through the National Highway Traffic Safety Administration.
- Space permitting, include the OTS logo on all grant-funded print materials, graphics and paid or earned social media campaign grant objective; consult your OTS grant coordinator for specifics, format-appropriate logos, or if space does not permit the use of the OTS logo.
- Email the OTS PIO at pio@ots.ca.gov and copy your OTS grant coordinator at least 21 days in advance, or when first confirmed, a short description of any significant grant-related traffic safety event or program, particularly events that are highly publicized beforehand with anticipated media coverage so OTS has sufficient notice to arrange for attendance and/or participation in the event. If unable to attend, email the OTS PIO and coordinator brief highlights and/or results, including any media coverage (broadcast, digital, print) of event within 7 days following significant grant-related event or program. Media and program highlights are to be reflected in QPRs.

- Any press releases, work plans, scripts, storyboards, artwork, graphics, videos or any educational or informational materials that received OTS PIO approval in a prior grant year needs to be resubmitted for approval in the current grant year.
- For additional guidance, refer to the [OTS Grants Materials Approval Process Guidelines](#) and [OTS Grants Media Approval Process FAQs](#) on the OTS website.
- Contact the OTS PIO or your OTS grant coordinator for consultation when changes from any of the above requirements might be warranted.

C. Phase 3 – Data Collection & Reporting (Throughout Grant Year)

1. Prepare and submit grant claim invoices (due January 30, April 30, July 30, and October 30)
2. Prepare and submit Quarterly Performance Reports (QPR) (due January 30, April 30, July 30, and October 30)
 - Collect and report quarterly, appropriate data that supports the progress of goals and objectives.
 - Provide a brief list of activity conducted, procurement of grant-funded items, and significant media activities. Include status of grant-funded personnel, status of contracts, challenges, or special accomplishments.
 - Provide a brief summary of quarterly accomplishments and explanations for objectives not completed or plans for upcoming activities.
 - Collect, analyze and report statistical data relating to the grant goals and objectives.

4. METHOD OF EVALUATION

Using the data compiled during the grant, the Grant Director will complete the “Final Evaluation” section in the fourth/final Quarterly Performance Report (QPR). The Final Evaluation should provide a brief summary of the grant’s accomplishments, challenges and significant activities. This narrative should also include whether goals and objectives were met, exceeded, or an explanation of why objectives were not completed.

5. ADMINISTRATIVE SUPPORT

This program has full administrative support, and every effort will be made to continue the grant activities after grant conclusion.

FUND NUMBER	CATALOG NUMBER (CFDA)	FUND DESCRIPTION	TOTAL AMOUNT
402DD-25	20.600	State and Community Highway Safety	\$56,000.00

COST CATEGORY	FUND NUMBER	UNIT COST OR RATE	UNITS	TOTAL COST TO GRANT
A. PERSONNEL COSTS				
<u>Straight Time</u>				
Assistant to the City Manager	402DD-25	\$49.10	80	\$3,928.00
Administrative Analyst	402DD-25	\$36.69	80	\$2,935.00
<u>Overtime</u>				\$0.00
Category Sub-Total				\$6,863.00
B. TRAVEL EXPENSES				
				\$0.00
				\$0.00
Category Sub-Total				\$0.00
C. CONTRACTUAL SERVICES				
Distracted Driving Personnel	402DD-25	\$20,000.00	1	\$20,000.00
>Educational Trainer and Outreach Coordinator	402DD-25	\$0.00	0	\$0.00
>Education Assistant	402DD-25	\$0.00	0	\$0.00
Distracted Driving Education	402DD-25	\$27,800.00	1	\$27,800.00
Category Sub-Total				\$47,800.00
D. EQUIPMENT				
				\$0.00
Category Sub-Total				\$0.00
E. OTHER DIRECT COSTS				
Office Supplies	402DD-25	\$1,337.00	1	\$1,337.00
Category Sub-Total				\$1,337.00
F. INDIRECT COSTS				
				\$0.00
Category Sub-Total				\$0.00
GRANT TOTAL				\$56,000.00

BUDGET NARRATIVE

PERSONNEL COSTS

Assistant to the City Manager - Oversees strategic initiatives focused on increasing community awareness about the dangers of distracted driving. Coordinates efforts with Administrative Analysts to ensure alignment with grant objectives. The Assistant will oversee outreach strategies and initiatives, fostering active community engagement. Additionally, the Assistant will manage relationships with contractors and agency partners to ensure compliance with all regulations and the effective execution of activities. Engaging community stakeholders will be a priority, as the Assistant aims to build partnerships that enhance traffic safety initiatives, promoting a comprehensive approach to grant implementation.

Administrative Analyst - Responsible for comprehensive grant administration and compliance monitoring. Duties include managing daily operations, coordinating with agency partners, and tracking project progress. They will supervise project timelines and budget management, ensuring that all grant documentation is accurate and that reporting requirements are met in a timely manner. Will oversee the drafting of Requests for Proposals (RFPs) for contractual services, facilitate agreements, and manage all aspects related to the bid process, ensuring transparency and accountability throughout.

TRAVEL EXPENSES

-

CONTRACTUAL SERVICES

Distracted Driving Personnel - Prior to finalizing the subcontract, Maywood City Manager's Office should work with the OTS to ensure all costs in the subcontract are allowable. Upon execution of subcontract, a revision request and copy of the contract is required in order to include the associated costs of the contract in the OTS Grant so claiming to the grant can occur.

>Educational Trainer and Outreach Coordinator - Responsible for planning and execution of workshops, securing necessary approvals for educational materials, and managing social media campaigns aimed at raising awareness about distracted driving. Serves a crucial role in creating impactful outreach initiatives that engage the community effectively.

Prior to finalizing the subcontract, Maywood City Manager's Office should work with the OTS to ensure all costs in the subcontract are allowable. Upon execution of subcontract, a revision request and copy of the contract is required in order to include the associated costs of the contract in the OTS Grant so claiming to the grant can occur.

>Education Assistant - Provides essential support for all grant-funded activities, including logistical arrangements for events, the development of engaging social media content, and the facilitation of on-site presentations and workshops.

Prior to finalizing the subcontract, Maywood City Manager's Office should work with the OTS to ensure all costs in the subcontract are allowable. Upon execution of subcontract, a revision request and copy of the contract is required in order to include the associated costs of the contract in the OTS Grant so claiming to the grant can occur.

Distracted Driving Education - Maywood City Manager's Office will seek a contractor to assist with fulfilling the goals and objectives of this grant. Cost can include coordination of grant activities, media campaigns, content creation, and subscription costs. Prior to finalizing the subcontract, Maywood City Manager's Office should work with the OTS to ensure all costs in the subcontract are allowable. Upon execution of subcontract, a revision request and copy of the contract is required in order to include the associated costs of the contract in the OTS Grant so claiming to the grant can occur.

EQUIPMENT

-

OTHER DIRECT COSTS

Office Supplies - Used for standard office supplies to support grant related activities, grant monitoring and reporting. Costs may include paper, toner, ink cartridges, CDs/DVDs, flash drives, and desk top supplies such as pens, pencils, binders, folders, flip charts, easels, and clips. Excludes office furnishings and fixtures

such as but not limited to the following: desk, chair, table, shelving, coat rack, credenza, book, filing cabinet, floor covering, office planter, storage cabinet, portable partition, picture, wall clock, draperies and hardware, and fixed lighting/lamp. Additional items may be purchased if approved by OTS.

INDIRECT COSTS

-

STATEMENTS/DISCLAIMERS

There will be no program income generated from this grant.

Salaries may include wages, salaries, special compensations, or authorized absences such as annual leave and sick leave provided the cost for the individual employee is (a) reasonable for the services rendered, and (b) follows an appointment made in accordance with state or local laws and rules and meets federal requirements.

Any non-grant funded vacancies created by reassignment to a grant-funded position must be filled at the expense of the grantee agency.

Benefits for personnel costs can only be applied to straight time or overtime hours charged to the grant.

Certifications and Assurances for Fiscal Year 2024 Highway Safety Grants (23 U.S.C. Chapter 4 or Section 1906, Public Law 109-59, as amended by Section 25024, Public Law 117-58)

The officials named on the grant agreement, certify by way of signature on the grant agreement signature page, that the Grantee Agency complies with all applicable Federal statutes, regulations, and directives and State rules, guidelines, policies, and laws in effect with respect to the periods for which it receives grant funding. Applicable provisions include, but are not limited to, the following:

GENERAL REQUIREMENTS

The State will comply with applicable statutes and regulations, including but not limited to:

- 23 U.S.C. Chapter 4—Highway Safety Act of 1966, as amended;
- Sec. 1906, [Public Law 109-59](#), as amended by Sec. 25024, [Public Law 117-58](#);
- [23 CFR part 1300](#)—Uniform Procedures for State Highway Safety Grant Programs;
- [2 CFR part 200](#)—Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards;
- [2 CFR part 1201](#)—Department of Transportation, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

NONDISCRIMINATION

(applies to all subrecipients as well as States)

The State highway safety agency [and its subrecipients] will comply with all Federal statutes and implementing regulations relating to nondiscrimination (“Federal Nondiscrimination Authorities”). These include but are not limited to:

- *Title VI of the Civil Rights Act of 1964* ([42 U.S.C. 2000d](#) et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- [49 CFR part 21](#) (entitled *Non-discrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964*);
- [28 CFR 50.3](#) (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);
- *The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970*, ([42 U.S.C. 4601](#)), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- *Federal-Aid Highway Act of 1973*, ([23 U.S.C. 324](#) et seq.), and *Title IX of the Education Amendments of 1972*, as amended ([20 U.S.C. 1681-1683](#) and [1685-1686](#)) (prohibit discrimination on the basis of sex);
- *Section 504 of the Rehabilitation Act of 1973*, ([29 U.S.C. 794](#) et seq.), as amended, (prohibits discrimination on the basis of disability) and [49 CFR part 27](#);
- *The Age Discrimination Act of 1975*, as amended, ([42 U.S.C. 6101](#) et seq.), (prohibits discrimination on the basis of age);
- *The Civil Rights Restoration Act of 1987*, (Pub. L. 100-209), (broadens scope, coverage, and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal aid recipients, subrecipients and contractors, whether such programs or activities are Federally-funded or not);
- *Titles II and III of the Americans with Disabilities Act* ([42 U.S.C. 12131-12189](#)) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and [49 CFR parts 37](#) and [38](#);
- [Executive Order 12898](#), *Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations* (preventing discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
- [Executive Order 13166](#), *Improving Access to Services for Persons with Limited English Proficiency* (requiring that recipients of Federal financial assistance provide meaningful access for applicants and beneficiaries who have limited English proficiency (LEP));
- [Executive Order 13985](#), *Advancing Racial Equity and Support for Underserved Communities through the Federal Government* (advancing equity across the Federal Government); and
- [Executive Order 13988](#), *Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation* (clarifying that sex discrimination includes discrimination on the grounds of gender identity or sexual orientation).

The preceding statutory and regulatory cites hereinafter are referred to as the “Acts” and “Regulations,” respectively.

GENERAL ASSURANCES

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

“No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity, for which the Recipient receives Federal financial assistance from DOT, including NHTSA.”

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI of the Civil Rights Act of 1964 and other non-discrimination requirements (the Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these nondiscrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

SPECIFIC ASSURANCES

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted Highway Safety Grant Program:

1. The Recipient agrees that each “activity,” “facility,” or “program,” as defined in § 21.23(b) and (c) of [49 CFR part 21](#) will be (with regard to an “activity”) facilitated, or will be (with regard to a “facility”) operated, or will be (with regard to a “program”) conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.
2. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with all Highway Safety Grant Programs and, in adapted form, in all proposals for negotiated agreements regardless of funding source: *“The [name of Recipient], in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.”*
3. The Recipient will insert the clauses of appendix A and E of this Assurance (also referred to as DOT Order 1050.2A) in every contract or agreement subject to the Acts and the Regulations.
4. The Recipient will insert the clauses of appendix B of DOT Order 1050.2A, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.
5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.
6. That where the Recipient receives Federal financial assistance in the form of, or for the acquisition of, real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.
7. That the Recipient will include the clauses set forth in appendix C and appendix D of this DOT Order 1050.2A, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:
 - a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:
 - a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
 - b. the period during which the Recipient retains ownership or possession of the property.
9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.
10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, the State highway safety agency also agrees to comply (and require any sub-recipients, sub-grantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing NHTSA's access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by NHTSA. You must keep records, reports, and submit the material for review upon request to NHTSA, or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

The State highway safety agency gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under the Highway Safety Grant Program. This ASSURANCE is binding on the State highway safety agency, other recipients, sub-recipients, sub-grantees, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the Highway Safety Grant Program. The person(s) signing below is/are authorized to sign this ASSURANCE on behalf of the Recipient.

THE DRUG-FREE WORKPLACE ACT OF 1988 (41 U.S.C. 8103)

The Subgrantee will provide a drug-free workplace by:

- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace, and specifying the actions that will be taken against employees for violation of such prohibition;
- b. Establishing a drug-free awareness program to inform employees about:
 1. The dangers of drug abuse in the workplace;
 2. The grantee's policy of maintaining a drug-free workplace;
 3. Any available drug counseling, rehabilitation, and employee assistance programs;
 4. The penalties that may be imposed upon employees for drug violations occurring in the workplace;
 5. Making it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- c. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—
 1. Abide by the terms of the statement;
 2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
- d. Notifying the agency within ten days after receiving notice under subparagraph (c)(2) from an employee or otherwise receiving actual notice of such conviction;
- e. Taking one of the following actions, within 30 days of receiving notice under subparagraph (c)(2), with respect to any employee who is so convicted—
 1. Taking appropriate personnel action against such an employee, up to and including termination;
 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- f. Making a good faith effort to continue to maintain a drug-free workplace through implementation of all of the paragraphs above.

POLITICAL ACTIVITY (HATCH ACT)

(applies to all subrecipients as well as States)

The State will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

CERTIFICATION REGARDING FEDERAL LOBBYING

(applies to all subrecipients as well as States)

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

RESTRICTION ON STATE LOBBYING (applies to subrecipients as well as States)

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION (applies to all subrecipients as well as States)

INSTRUCTIONS FOR PRIMARY TIER PARTICIPANT CERTIFICATION (STATES)

1. By signing and submitting this proposal, the prospective primary tier participant is providing the certification set out below and agrees to comply with the requirements of [2 CFR parts 180](#) and [1200](#).
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.
4. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms **covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded**, as used in this clause, are defined in [2 CFR parts 180](#) and [1200](#). You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under [48 CFR part 9, subpart 9.4](#), debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with [2 CFR parts 180](#) and [1200](#).
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under [48 CFR part 9, subpart 9.4](#), debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or

otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under [48 CFR part 9, subpart 9.4](#), suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate the transaction for cause or default.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS— PRIMARY TIER COVERED TRANSACTIONS

1. The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
 - b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
2. Where the prospective primary tier participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

INSTRUCTIONS FOR LOWER TIER PARTICIPANT CERTIFICATION

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of [2 CFR parts 180](#) and [1200](#).
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms **covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded**, as used in this clause, are defined in [2 CFR parts 180](#) and [1200](#). You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under [48 CFR part 9, subpart 9.4](#), debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with [2 CFR parts 180](#) and [1200](#).
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under [48 CFR part 9, subpart 9.4](#), debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or

otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under [48 CFR part 9, subpart 9.4](#), suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION— LOWER TIER COVERED TRANSACTIONS

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

BUY AMERICA

(applies to subrecipients as well as States)

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.

CERTIFICATION ON CONFLICT OF INTEREST

(applies to subrecipients as well as States)

GENERAL REQUIREMENTS

No employee, officer, or agent of a State or its subrecipient who is authorized in an official capacity to negotiate, make, accept, or approve, or to take part in negotiating, making, accepting, or approving any subaward, including contracts or subcontracts, in connection with this grant shall have, directly or indirectly, any financial or personal interest in any such subaward. Such a financial or personal interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or personal interest in or a tangible personal benefit from an entity considered for a subaward. Based on this policy:

1. The recipient shall maintain a written code or standards of conduct that provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents.
 - a. The code or standards shall provide that the recipient's officers, employees, or agents may neither solicit nor accept gratuities, favors, or anything of monetary value from present or potential subawardees, including contractors or parties to subcontracts.
 - b. The code or standards shall establish penalties, sanctions, or other disciplinary actions for violations, as permitted by State or local law or regulations.
2. The recipient shall maintain responsibility to enforce the requirements of the written code or standards of conduct.

DISCLOSURE REQUIREMENTS

No State or its subrecipient, including its officers, employees, or agents, shall perform or continue to perform under a grant or cooperative agreement, whose objectivity may be impaired because of any related past, present, or currently planned interest, financial or otherwise, in organizations regulated by NHTSA or in organizations whose interests may be substantially affected by NHTSA activities. Based on this policy:

1. The recipient shall disclose any conflict of interest identified as soon as reasonably possible, making an immediate and full disclosure in writing to NHTSA. The disclosure shall include a description of the action which the recipient has taken or proposes to take to avoid or mitigate such conflict.
2. NHTSA will review the disclosure and may require additional relevant information from the recipient. If a conflict of interest is found to exist, NHTSA may (a) terminate the award, or (b) determine that it is otherwise in the best interest of NHTSA to continue the award and include appropriate provisions to mitigate or avoid such conflict.
3. Conflicts of interest that require disclosure include all past, present, or currently planned organizational, financial, contractual, or other interest(s) with an organization regulated by NHTSA or with an organization whose interests may be substantially affected by NHTSA activities, and which are related to this award. The interest(s) that require disclosure include those of any recipient, affiliate, proposed consultant, proposed subcontractor, and key personnel of any of the above. Past interest shall be limited to within one year of the date of award. Key personnel shall include any person owning more than a 20 percent interest in a recipient, and the officers, employees or agents of a recipient who are responsible for making a decision or taking an action under an award where the decision or action can have an economic or other impact on the interests of a regulated or affected organization.

PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE

(applies to all subrecipients as well as States)

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

POLICY ON SEAT BELT USE

In accordance with Executive Order 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, the Grantee is encouraged to adopt and enforce on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally-owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this Presidential initiative. For information and resources on traffic safety programs and policies for employers, please contact the Network of Employers for Traffic Safety (NETS), a public-private partnership dedicated to improving the traffic safety practices of employers and employees. You can download information on seat belt programs, costs of motor vehicle crashes to employers, and other traffic safety initiatives at www.trafficsafety.org. The NHTSA website (www.nhtsa.gov) also provides information on statistics, campaigns, and program evaluations and references.

POLICY ON BANNING TEXT MESSAGING WHILE DRIVING

In accordance with Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving, and DOT Order 3902.10, Text Messaging While Driving, States are encouraged to adopt and enforce workplace safety policies to decrease crashes caused by distracted driving, including policies to ban text messaging while driving company-owned or rented vehicles, Government-owned, leased or rented vehicles, or privately-owned vehicles when on official Government business or when performing any work on or behalf of the Government. States are also encouraged to conduct workplace safety initiatives in a manner commensurate with the size of the business, such as establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving, and education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

AGENDA REPORT

CITY OF MAYWOOD



AGENDA ITEM NO. 10.

DATE: November 19, 2024

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: CLAUDIA ZAVALA, COMMUNITY SERVICES SUPERVISOR

BY: JENNIFER VASQUEZ, CITY MANAGER

SUBJECT: CONSIDERATION OF THE PROPOSED CITY EVENTS AND PROGRAMMING SCHEDULE FOR CALENDAR YEAR 2025

RECOMMENDATION:

Staff recommends that the City Council review and provide direction to staff on City events and programming schedule for calendar year 2025.

BACKGROUND:

Special events and programs are an important part of a community's life, and municipalities often play a central role in facilitating those experiences. The City strives to host community events and programs that engage residents and foster a sense of togetherness. The following is a list of events, with the corresponding date and expenses/future budget and donations, for the current fiscal year and calendar year:

Maywood Get Healthy

Date: April 27, 2024 | **Actual:** \$2,810 | **Donation:** No donations

This event provides residents with the chance to engage with various organizations focused on promoting health and fitness.

Community Gathering at Pixley Park

Date: Thursday, May 9, 2024 | **Actual:** \$878

As part of the city's initiative to upgrade its pocket parks, staff hosted a community event at Pixley Park to gather feedback on desired improvements. Parents and children participated in activities, and surveys were distributed to gauge community interest in features like new playground equipment and additional shading.

Mayor's Play Ball

Date: June 22, 2024 | **Actual:** \$395 | **Donation:** free clinic for kids

Last year, the City collaborated with the YMCA to host a clinic during the Dodger Dreamteam opening day ceremonies. This clinic provided children with the chance to learn the fundamentals of baseball.

Fundamentals of Soccer & Basketball (8 weeks)**Date:** Mondays & Wednesdays, June 17 – July 31, 2024
| Actual: \$651

The Community Services Division offered soccer classes at Riverfront Park and basketball at Pixley Park. Each program ran for eight weeks with one class per week, accommodating 10 participants per session. These programs were free for Maywood residents. The purchase of equipment was the primary contribution to this year's budget.

Summer Movie Night

Date: July 18, 2024 | **Actual:** \$400

This year, Summer Movie Night was held at Pixley Park, whereas last year's event took place at the YMCA. The Community Services Division is planning to continue rotating movie nights at various City parks for future events.

Teen Civilian Academy Program

Date: July 16, 23, 30, 2024 | **Actual:** \$184

In partnership with the East LA Sheriff's Department, this program educated teens interested in law enforcement. Ten teens participated in the three-week class, which was free of charge and open only to Maywood residents.

National Night Out

Date: August 8, 2024 | **Actual:** \$206 | **Donation:** backpacks, The Habit food truck, churros and ice cream

National Night Out was held at Speaker Anthony Rendon Riverfront Park, where the City collaborated with the East LA Sheriff's Department to provide a safe and welcoming environment for the community to meet local law enforcement personnel and explore their equipment and vehicles.

Taste of Maywood

Date: August 22, 2024 | **Actual:** \$3,623

The City is dedicated to supporting local businesses and promoting community involvement. As part of this commitment, the Taste of Maywood event was held to highlight the wide variety of culinary options available in our city. The event featured participation from seven local businesses and drew over 100 residents.

Centennial Celebration

Date: September 7, 2024 | **Actual:** \$192,780 | **Donation:** \$105,200

The City celebrated its Centennial at Dodger Dreamfield with carnival rides, games, face painting and live performances. All activities were free for the community.

Halloween Home Decorating Contest

Date: October 1-14, 2024 | **Donation:** gift cards

Each year, residents compete for the best Halloween-decorated home. Voting is conducted on social media, and the community selects the winners.

Trunk-or-Treat

Date: October 24, 2024 | **Actual:** \$1,758 | **Donation:** \$500, and candy bags/boxes

This year, about 2000 community members attended the event, with organizations distributing candy from decorated car trunks and tables set up within City Hall.

Turkey Giveaway

Date: November 19, 2024 | **Donation:** \$5,000 in gift cards & \$2,552 for the purchase of turkeys

This year, the City will partner with the YMCA to distribute 300 turkeys to Maywood families. Staff is working with local elementary schools to identify families in need, with each school receiving 25 applications to distribute. The additional frozen turkeys will be given out to community members that signed up through Civic Rec.

Tree Lighting Ceremony

Date: December 6, 2024 | **Budget:** \$6,500 | **Donations:** \$4,800

Each year, the City hosts a Tree Lighting Ceremony to kick off the holiday season. The event features a variety of performances, from the YMCA, high school marching bands and folklorico dance group. The City will sponsor hot chocolate, a Christmas card activity and Santa who will make an appearance to help light the tree and take pictures with children. Additionally, this year, the YMCA will be organizing a Holiday Boutique for the event.

Holiday Home Decorating Contest

Date: December 1-14 | **Budget:** \$300.00 | **Donation:** gift cards for winners

Each year, residents compete for the best holiday-decorated home. Voting is conducted on social media, and the community selects the winners.

Toy Giveaway

Date: December 16, 2024 | **Budget:** \$3,600 | **Donation:** Toys, crafts, snacks

The City is partnering with the YMCA and Maywood elementary schools to identify families in need, with each school receiving 25 applications to distribute. This year, the YMCA will host Santa's Workshop, featuring games, crafts, and more, giving children an opportunity to enjoy the holiday season.

DISCUSSION:

The City of Maywood has a tradition of hosting events and programs that bring residents together. Over the past four years, the Community Services Division has organized popular city-wide events like Trunk-or-Treat, the Turkey and Toy Giveaway, and the Tree Lighting, all of which have grown significantly.

Each year, the Community Services Division reviews these events and activities for the next calendar year. Staff has reviewed the events and programs and has drafted an event calendar for 2025. This schedule aims to maintain existing events while introducing new opportunities to engage residents.

Below is the schedule of events for calendar year 2025, including event dates, times and locations.

MAY 2025			
Dodgers Academy/Mayor's Play Ball	Saturday, May 17	10:00 AM-12:00 PM	Maywood Park
JUNE 2025			
Maywood Get Healthy	Saturday, June 21	9:00 AM	Riverfront Park
Fundamentals of Soccer & Basketball	Mondays & Wednesday June 9 – July 30	4:30-5:30 PM	Pixley Park & Riverfront Park
JULY 2025			
Movies at the Park	Thursday, July 10	7:30 PM	Pixley Park
Teen Civilian Academy Program	July 2025 (tentative)	5:00 PM	City Hall
AUGUST 2025			
National Night Out	Thursday, August 7	5:00 -7:00 PM	Riverfront Park
SEPTEMBER 2025			
Taste of Maywood	Thursday, September 18	4:30-6:00 PM	YMCA
OCTOBER 2025			
Trunk-or-Treat	Thursday, October 30	5:00 PM	City Hall Parking Lot
NOVEMBER 2025			
Turkey Giveaway	Thursday, November 20	4:30-6:30 PM	City Hall
DECEMBER 2025			
Tree Lighting Ceremony	Friday, December 5	6:00 – 8:00 PM	City Hall Parking Lot
Toy Giveaway	Tuesday, December 16	4:30-6:30 PM	City Hall

Looking ahead to calendar year 2025, staff is seeking Council direction on the event and program calendar to ensure alignment with community needs and priorities.

LEGAL REVIEW:

The City Attorney has reviewed this report.

FISCAL IMPACT:

There is no fiscal impact associated with this item. Expenditures will be considered at a future city Council meeting.

ATTACHMENT(S)

AGENDA REPORT

CITY OF MAYWOOD



AGENDA ITEM NO. 11.

DATE: November 19, 2024

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: CLAUDIA ZAVALA, COMMUNITY SERVICES SUPERVISOR

BY: JENNIFER VASQUEZ, CITY MANAGER

SUBJECT: CONSIDERATION OF APPROVING THE COMMUNITY BENEFIT FUND APPLICATION FROM CSU FULLERTON/CREAL/CSUF PHILANTHROPIC FOUNDATION IN THE AMOUNT OF \$15,000 FOR COLLEGE SCHOLARSHIPS THAT WILL BE AWARDED AT THE MAYWOOD EDUCATION FAIR, AND SUPPLIES\PRIZES\GIVEAWAYS TO BE USED AT THE MAYWOOD EDUCATION FAIR

RECOMMENDATION:

Staff recommends that the City Council approve the Community Benefit Fund Application from CSU Fullerton/CREAL Philanthropic Foundation in the amount of \$15,000.

BACKGROUND:

The Application is dated August 8, 2024, and was received by email from the applicant. The City of Maywood has established a "Community Based Fund" to support community-based programs and activities. Applicant eligibility is determined by the City's Community Benefit Fund Guidelines and Procedures ("Guidelines") for the distribution of funds to eligible organizations that provide community-based programs, community activities and educational activities.

Over the past four years, the Foundation has been the recipient of a Community Benefit Grant from the City. In the previous year, the foundation granted scholarships to 39 graduating high school seniors. Among these, 33 students were presented with \$1,000 each, while six students received \$500, making a combined total of 39 deserving awardees. The City's grant was allocated exclusively towards these scholarships. Notably, a significant portion of these scholarships, specifically 20 out of the 39, were awarded to students that reside in Maywood.

Community Benefit Funds Approved by City Council for CSU Fullerton/CREAL/CSUF Philanthropic Foundation - Maywood Education Fair:

- **Fiscal Year 2023/2024:** The City Council approved **\$10,000**, allocating \$8,000 for college scholarships for high school seniors and \$2,000 for prizes, gifts, giveaways, and food for community members during the Education Fair.
- **Fiscal Year 2022/2023:** The City Council approved **\$10,000**, allocating \$8,000 for college scholarships for high school seniors and \$2,000 for prizes, gifts, giveaways, and food for community members during the Education Fair.

- **Fiscal Year 2021/2022:** The City Council approved **\$10,000**, allocating \$8,000 for college scholarships for high school seniors and \$2,000 for prizes, gifts, giveaways, and food for community members during the Education Fair.
- **Fiscal Year 2020/2021:** The City Council approved **\$10,000**, allocating \$8,000 for college scholarships for high school seniors and \$2,000 for prizes, gifts, giveaways, and food for community members during the Education Fair.

DISCUSSION:

The applicant, CSU Fullerton/CREAL Philanthropic Foundation, is requesting funds to provide college scholarships to Maywood senior students and support the Maywood Education Fair. The funds will be allocated as follows:

- Twelve (12) scholarships of \$1,000 each will be awarded to eligible students through a competitive process.
- The remaining \$3,000 will be used to purchase supplies, prizes, and giveaways for community members attending the Maywood Education Fair.

Qualification Review

Per the grant guidelines, to apply for a grant under the City Community Benefit Fund, the Eligible Organization must provide a program, service, activity, event or other similar activities that have a benefit to the residents of the City of Maywood or the specified target group within the City by: (i) enhancing the quality of life or the delivery of services in the City; or (ii) providing educational opportunities for the residents or students of the City. Categories of services and activities eligible for grants include, but are not limited to, educational programs, cultural activities (i.e. music, art, dance, recreation), youth athletics, civic projects, health and safety programs, services sponsored by Maywood community organizations and public services (i.e. senior services, youth programs, health services). If the request relates to a community event, the event must be advertised and open to the public. In addition, per the Grant guidelines, grants will be awarded in a maximum amount of no more than \$15,000.

The CSU Fullerton/CREAL Philanthropic Foundation, established in 2009, serves Maywood students by providing college scholarships. The Foundation is eligible for funding as it supports educational activities through its Maywood Education Fair. These scholarships have been instrumental in helping Maywood and the Southeast cities of Los Angeles foster a college-going culture. Over the past seven years, this initiative has led to a tenfold increase in community participation. Students report significant benefits from the resources provided, and parent/guardian involvement has increased, furthering their understanding of their role in their children's academic success.

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

LEGAL REVIEW:

The City Attorney has reviewed this report.

FISCAL IMPACT:

The City's budget includes \$75,000 in the Community Benefit Fund for fiscal year 2024/2025. To date,\$27,000 has been approved by Council. There are two items on this Council meeting for \$15,000 each and if both items are approved, the remaining available balance will be \$18,000. Therefore, no additional appropriation is required.

F.Y. 24-25 Impact: \$15,000	Current F.Y. Budget: \$75,000
Fund Impacted: 100 - General Fund	Budget adjustment requested: \$0

Source of funds: 302 - Community Services	Remaining Budget: \$18,000
Account Number: 6301 - Community Benefit Fund	For fiscal year: 2024/2025

ATTACHMENT(S)

1. CSFullerton_CREAL_application 2024_2025
2. CSFPF_IRS_Determination_Letter
3. CBF Guidelines&Procedures_Revised_July_2024

CITY OF MAYWOOD

COMMUNITY BENEFIT FUND APPLICATION

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

Date: 8/8/2024

Application Funding Cycle

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

Application Due Date

June 1
September 1
December 1
March 1

Amount Requested: \$15,000

Organization Name: Maywood Education Fair—CSU Fullerton/CREAL/CSUF Philanthropy	Phone Number: 626 848-4800
Street Address: 2600 Nutwood Ave; College Park 620	Fax Number: n/a
City, State, Zip: Fullerton, CA 92831	Federal EIN: 33-0567945
Contact Person: Eugene Fujimoto/Lissa Ramirez-Stapleton	
Contact Email Address: efujimoto@fullerton.edu; lramirez-stapleton@fullerton.edu	

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

The Masters degree program in Educational Leadership is at California State University Fullerton. C-REAL is a research center on campus. We are a non-profit organization working through the CREAL Foundation, committed to partnering with the City of Maywood toward developing a college-going culture.

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

Yes ☒ No ☐ (If yes, attach documentation)

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

Since 2009

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

Since 2009 we have partnered with the City of Maywood to provide the Maywood Education Fair. Last year we returned to an in-person event after being virtual the previous years due to the COVID-19 pandemic. We will be located at the Maywood Center for Enriched Studies (MACES) high school for our 15th anniversary event.

on November 16, 2024.

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

Through a competitive process, \$12,000 will be used to award 12 - \$1,000 college scholarships. The remaining \$3,000 will be used to purchase supplies, prizes & giveaways for community members in attendance the day of the event (more detail available if needed).

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

We will order supplies and materials for the Education Fair between date funds are awarded and
All invoices will be paid before January 31, 2025

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

Students in the CSUF Masters degree program raise funds each year from individual and corporate
Funds are also solicited from the CSUF Dean of the College of Education, as well as the
University Instructionally Related Activities budget

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

Our research reveals that 1.) community participation increased ten-fold over a 7-year period;
2.) Student participants report advanced outcomes in useful information provided, and 3.) Parent
guardian participants show increased understanding of their role in their children's academic success.
How will the requested funds enhance the quality of life or the delivery of services for Maywood residents?

From 2000 to 2015, there was an increase in the number of Bachelor's degrees or higher obtained
to 4.7% (U.S. Census). From 2017-2021, 8.1% of Maywood residents had Bachelor's degrees or
Community leaders report high levels of confidence that this work is contributing positively to the
How will the requested funds provide educational opportunities for Maywood residents or students?

Nationally, out of 100 Latina/o students who begin elementary school, 52 will graduate high school
college degrees. To increase this rate, the Education Fair offers workshops, resource information
and scholarships to support the community cultural wealth that exists in the community.

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

Yes ☒ No ☐ If yes, identify the use of the funds, total amount, and fiscal year in which the funds were received.

In 2023 we received \$10,000 that was used for college scholarships and supplies for the event.

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

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

Date: 8/11/2024	Signature: Eugene Fujimoto (accept as signature)			
Print Name and Title: Eugene Fujimoto, faculty				
Date Received	Eligibility Verified	Date Approved	Date Denied	Amount Awarded

Internal Revenue Service

Date: May 11, 2005

CAL STATE FULLERTON PHILANTHROPIC
FOUNDATION
2600 E NUTWOOD AVE STE 850
FULLERTON CA 92831-3145 004

Department of the Treasury
P. O. Box 2508
Cincinnati, OH 45201

Person to Contact:

Ms. K. Hilson 31-07340
Customer Service Representative

Toll Free Telephone Number:

8:30 a.m. to 5:30 p.m. ET
877-829-5500

Fax Number:

513-263-3756

Federal Identification Number:

33-0567945

Dear Madam:

This is in response to the amendment to your organization's Articles of Incorporation filed with the state on October 1, 2004. We have updated our records to reflect the name change as indicated above.

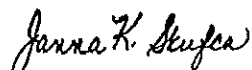
In August 1994 we issued a determination letter that recognized your organization as exempt from federal income tax. Our records indicate that your organization is currently exempt under section 501(c)(3) of the Internal Revenue Code.

Our records indicate that your organization is also classified as a public charity under sections 509(a)(1) and 170(b)(1)(A)(vi) of the Internal Revenue Code.

Our records indicate that contributions to your organization are deductible under section 170 of the Code, and that you are qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Internal Revenue Code.

If you have any questions, please call us at the telephone number shown in the heading of this letter.

Sincerely,



Janna K. Skufca, Director, TE/GE
Customer Account Services

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: NOV - 3 2006

CAL STATE FULLERTON PHILANTHROPIC
FOUNDATION
C/O REYNOLDS T CAFFERATA RODRIGUES
HORII & CHOI LLP
777 S. FIGUEROA ST., SUITE 3307
LOS ANGELES, CA 90017

Employer Identification Number:
33-0567945
DLN:
606055004
Contact Person: R HUTCHINS ID# 52408
Contact Telephone Number:
(877) 829-5500

Date of Exemption:
AUGUST 1994
Internal Revenue Code
Section 501(c) (03)

Dear Applicant:

Thank you for submitting the information shown on the enclosure. We have made it a part of your file.

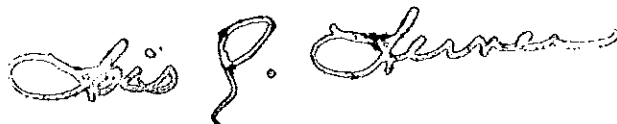
The changes indicated do not adversely affect your exempt status and the exemption letter issued to you continues in effect.

Please let us know about any future change in the character, purpose, method of operation, name or address of your organization. This is a requirement for retaining your exempt status.

We have sent a copy of this letter to your representative as indicated in your power of attorney.

Thank you for your cooperation.

Sincerely yours,



Lois G. Lerner
Director, Exempt Organizations
Rulings and Agreements

Letter 976 (DO/CG)

CAL STATE FULLERTON PHILANTHROPIC

Item Changed	From	To
Change in Foundation Code	509(a) (1) & 170(b) (1) (iv)	Present

The foundation is organized and operated exclusively to receive, hold, invest and administer property and to make expenditures to or for the benefit of California State University, Fullerton which is an organization described in section 170(b) (1) (A) (ii) and Treasury Regulation sections 1.170A-9(b) (1) and 1.170A-9(b) (2) (iii). The organization meets the requirements of Code section 170(b) (1) (A) (iv).

CITY OF MAYWOOD COMMUNITY BENEFIT FUND GUIDELINES AND PROCEDURES

I. BACKGROUND

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

II. PURPOSE

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

III. ELIGIBILITY AND POLICY

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

B. Eligible Services and Activities. To apply for a grant under the City Community Benefit Fund, the Eligible Organization must provide a program, service, activity, event or other similar activities that have a benefit to the residents of the City of Maywood or the specified target group within the City by: (i) enhancing the quality of life or the delivery of services in the City; or (ii) providing educational opportunities for the residents or students of the City. Categories of services and activities eligible for grants include but are not limited to educational programs, cultural activities (i.e. music, art, dance, recreation), youth athletics, civic projects, health and safety programs, services sponsored by Maywood community organizations and public services (i.e. senior services, youth programs, health services). If the request relates to a community event, the event must be advertised and open to the public. **Grants will be awarded in maximum amounts of no more than \$15,000.**

C. Restrictions and Ineligible Organizations.

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

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

CITY OF MAYWOOD COMMUNITY BENEFIT FUND GUIDELINES AND PROCEDURES

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

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

IV. APPLICATION PROCEDURES

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

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

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

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

C. General Information.

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

CITY OF MAYWOOD COMMUNITY BENEFIT FUND GUIDELINES AND PROCEDURES

V. EVALUATION OF APPLICATION AND SELECTION PROCESS

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

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

VI. POST AWARD REQUIREMENTS

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

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

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

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

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

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

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

AGENDA REPORT

CITY OF MAYWOOD



AGENDA ITEM NO. 12.

DATE: November 19, 2024

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: CLAUDIA ZAVALA, COMMUNITY SERVICES SUPERVISOR

BY: JENNIFER VASQUEZ, CITY MANAGER

SUBJECT: CONSIDERATION OF APPROVING THE COMMUNITY BENEFIT FUND APPLICATION FROM MAYWOOD CENTER FOR ENRICHED STUDIES (MACES) IN THE AMOUNT OF \$15,000 TO SUPPORT THE MACES MUSIC PROGRAM, THE ACADEMIC READING AND MATHEMATICS INCENTIVE PROGRAM AND TO COVER FIELD FEES FOR SOFTBALL AND BASEBALL TEAMS

RECOMMENDATION:

Staff recommends that the City Council approve the Community Benefit Fund Application from MaCES High School in the amount of \$15,000.

BACKGROUND:

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

Community Benefit Funds Approved by City Council for MaCES High School:

- **Fiscal Year 2023/2024:** The City Council approved **\$10,000** for the following student programs: MaCES Boys and Girls Wrestling Team Tournaments and equipment and the Student Attendance Incentive Program.
- **Fiscal Year 2022/2023:** The City Council approved **\$9,800**, to be used for the following student campus programs: MaCES Marching Band Camp, which supports the development and showcase of students, and the student attendance incentive program to help create a school environment for students to feel safe.
- **Fiscal Year 2020/2021:** The City Council approved **\$8,900**, to be used for MaCES Marching Band Camp, MaCES Jaime Escalante Summer Math Camp and MaCES student attendance Incentive Funds.

DISCUSSION:

The applicant, MaCES High School, is requesting funds to enhance student academic performance in reading and math by implementing an incentive-based awards program. Additionally, they are seeking funding to purchase materials and equipment for their music program, which supports both the Marching Band and Orchestra. The request also includes \$2,500 for baseball field fees and \$2,500 for softball field fees. The girls'

softball team uses the field at Bell Veterans Park and the boys utilize the Maywood Dodgers Dreamfield.

Qualification Review

Per the grant guidelines, to apply for a grant under the City Community Benefit Fund, the Eligible Organization must provide a program, service, activity, event or other similar activities that have a benefit to the residents of the City of Maywood or the specified target group within the City by: (i) enhancing the quality of life or the delivery of services in the City; or (ii) providing educational opportunities for the residents or students of the City. Categories of services and activities eligible for grants include, but are not limited to, educational programs, cultural activities (i.e. music, art, dance, recreation), youth athletics, civic projects, health and safety programs, services sponsored by Maywood community organizations and public services (i.e. senior services, youth programs, health services). If the request relates to a community event, the event must be advertised and open to the public. In addition, per the Grant guidelines, grants will be awarded in a maximum amount of no more than \$15,000.

MaCES School, established in 2017, serves the residents of Maywood and the surrounding community as an educational institution and by offering a variety of programs and services to students in grades 6-12. Approximately 80% of its student body are Maywood.

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

LEGAL REVIEW:

The City Attorney has reviewed this staff report.

FISCAL IMPACT:

The City's budget includes \$75,000 in the Community Benefit Fund for fiscal year 2024/2025. To date,\$27,000 has been approved by Council. There are two items on this Council meeting for \$15,000 each and if both items are approved, the remaining available balance will be \$18,000. Therefore, no additional appropriation is required.

F.Y. 24-25 Impact: \$15,000	Current F.Y. Budget: \$75,000
Fund Impacted: 100-General Fund	Budget adjustment requested: \$0
Source of funds: 302 - Community Services	Remaining Budget: \$18,000
Account Number: 6301 - Community Benefit Fund	For fiscal year: 2024/2025

ATTACHMENT(S)

1. MaCES_CBF_App_24_25
2. MaCES_Additional Email for CBF App_24_25
3. MaCES_CBF_Budget_24_25
4. Federal EIN Letter_MaCES
5. CBF Guidelines&Procedures_Revised_July_2024

CITY OF MAYWOOD

COMMUNITY BENEFIT FUND APPLICATION

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

Date: 8/30/2024

Application Funding Cycle

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

Application Due Date

June 1

September 1

December 1

March 1

Amount Requested: \$10,000

Organization Name: MACES Instrumental Ensembles (Band & Orchestra) & Academic Achievement	Phone Number: 323-210-1412
Street Address: 5800 King Ave	Fax Number:
City, State, Zip: Maywood CA 90270	Federal EIN:
Contact Person: Gaby Rincon (Teacher) Gabriel Duran (Principal)	
Contact Email Address: gabriela.rincon@lausd.net gduran@lausd.net	

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

The MACES Band & Orchestra programs are designed to be student-led and serve as a community that develops students' leadership, confidence, and work ethic through musical development. Students are able to continue their music education while simultaneously becoming integral members of the school and city community. Reading and Mathematical skills are assessed at the beginning, middle and end of school year and are indicators of academic growth.

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

Yes ☒ No ☐ (If yes, attach documentation)

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

Our school opened in August of 2017 and I have been developing the program since then.

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

Our music program is a part of MACES, which is located in Maywood. A majority of the students in the band and orchestra program are Maywood residents themselves. In addition, both our band and orchestra perform consistently in city events including the Tree Lighting Ceremony, Veterans Day Ceremony, and other city events. With an enrollment of 1,105 students, 80% of the student body in grades 6-12 are residents of the the City of Maywood with a 99% graduation rate.

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

The funds will be used to support the growth of our music program by purchasing additional materials and equipment. Support the academic student assessment growth in Reading and Math as measured by I-tready exams by establishing an incentive celebration awards program. The budget description is attached with this application.

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

We anticipate using the funds throughout the 2024-2025 schoolyear in order to support our students in their music program and in turn, provide a greater impact to the greater City of Maywood community.

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

We consistently fundraise as a Student Club by hosting a bi-annual Flapjack event at Applebees and selling concessions at football games. In addition, as a school advocate to allocate school funds from Prop 28 in order to support the growth of the arts and music program as well.

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

The funds will benefit Maywood residents directly by supporting the students' musical growth and allow for us to have a greater musical impact in the community. We'd like to continue with our involvement in community events and build on that collaboration. Celebrate the academic achievement growth of students' reading and math skills.

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

There is a significant link between involvement in music ensembles and overall happiness as well as academic performance. Allowing our students to have a safe place to develop their interpersonal skills as well as their musical abilities has had a significant impact on them. Students who graduate as part of the music program have all gone on to 4 year universities, and many at Tier 1 institutions as well.

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

Not only will this impact our own students, but our music program also collaborates not only with city events, but also with elementary school students in Maywood as well. We have a partnership with Maywood elementary where our students help teach 3rd grade students to play the ukulele. A central aspect of our music program is to become active community members which impacts the city as a whole.

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

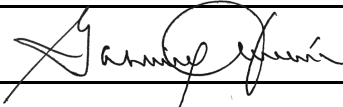
Yes ☒ No ☐ If yes, identify the use of the funds, total amount, and fiscal year in which the funds were received.

The funds were received previously as part of the MACES grant. We used the funds to support student growth during band camp, informal uniforms, and funding for additional support staff.

No funds have been received for academic incentives in the past.

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

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

Date: 8/30/2024	Signature: 			
Print Name and Title: Gabriel Duran, Principal				
Date Received	Eligibility Verified	Date Approved	Date Denied	Amount Awarded

Claudia Zavala

From: MARQUEZ, HEBER A <ham3186@lausd.net>
Sent: Monday, November 4, 2024 9:27 AM
To: Claudia Zavala
Subject: Addition to the MaCES community fund application

[The e-mail below is from an external source. Please do not open attachments or click links from an unknown or suspicious origin.]

Hello Claudia.

I know you mentioned Friday would be the last day. (if it's too late, it's all good)

I'd like to suggest an additional \$5,000 to the amount already submitted.

After talking to Jennifer over the summer, she suggested adding the amount to this application.

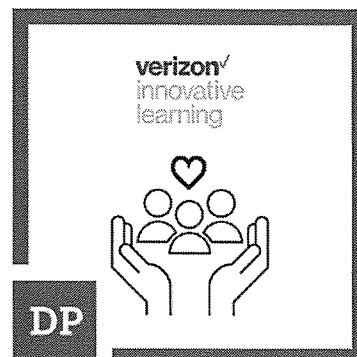
Due to LAUSD major budget cuts, I am adding this to the already submitted application to award \$2,500 for the baseball field fees and \$2,500 for the softball field fees (girls softball team uses the field at Bell Veterans Park). This support will roughly cover half of the expenses for each team to cover their field fees for official CIF games. Schools are already struggling to fund personnel and needed services that support our students directly. Athletics is one of the reasons many of our students maintain their academics as a priority.

Again, if it's too late, I understand.

Thank you,

Heber A Marquez, EdD
#StayInspired
Instructional Coach
Maywood Center for Enriched Studies Magnet School (MaCES)

5800 King Avenue Maywood, CA 90270
Phone (323) 210-1412 Fax (323) 773-3001



Maywood Community Fund Grant Budget

Beneficiary: MACES Band & Orchestra and Academic Growth in Reading and Mathematics

Grant Amount: \$10,000

Item	Cost	Reasoning
Informal Uniforms	\$2,000	This will support our program in having an informal uniform to perform in such as the Maywood Elementary Performance, Community Events, District Festivals
Additional Instruments	\$5,000	This will support our ensembles in being able to play more symphonic repertoire. MACES has become known for this program and was recently awarded the rank of Superior (the highest ranking) for our Symphony.
Equipment	\$1,000	This includes additional flags and support equipment (ie - flip books, silks, short flags)
Academic Reading and Mathematics Incentives	\$2,000	Students' growth and achievements will be recognized after Middle of the year and end of the year diagnostics of I-ready Reading and Mathematics exams. Funds will be used to offset the cost of rewards from student store. *Having reached 50% of the stretch growth at the Middle of year diagnostic. *Having reached 100% of the stretch growth at the End of year diagnostic. *Having achieved Mid/Late Grade 12 in reading or Mid /late in CCR Math

Students Impacted: Band & Orchestra Program Musicians

1. Genesis Avalos
2. Juan Dueñas
3. Samantha Sanchez
4. Anthony Padilla
5. Aliyah Rivera
6. Lili Gonzalez
7. Cassandra Aranda
8. Natalie Robles
9. Katie Penaloza
10. Cassandra Valencia
11. Jonathan Guzman

12. Cesar Blas
13. Jared Torres
14. Dayana Garcia
15. Bella Hernandez
16. Valeria Lima
17. Brittany Chaveria
18. Polette Limon
19. Emiliano Alcaraz
20. Jennifer Gonzales
21. Gerardo Recinos
22. Francisco Gallegos
23. Sebastien de la O
24. Mia Lopez
25. Brianna Penaloza
26. Aidan Paredes
27. Luis Mojica
28. Emily Hernandez
29. Emily Acosta
30. Angel Ramirez
31. Aileen Mejia
32. Melissa Gonzalez
33. Nathan Aguirre
34. Abraham Esquivel
35. Nathan Vizcarra
36. Yaretzi Jimenez
37. Gabriel Heredia
38. Joel Pacheco
39. Ulises Pardo
40. Valerie Campa
41. Dafne Torres Estrada
42. Yaretzi Alvarez
43. Joselyn Martinez
44. Jeslin Grajada
45. Nathan Ramirez
46. Haylee Ramos
47. Valeria Olguin
48. Marie Mota
49. Jacob Ramirez
50. Emily Moreno
51. Desiy Burgos
52. Damaris Bulux
53. Angel Romero
54. Nathalie Acuna
55. Camila Gomez

Is Lausd a 501C3? ^

LOS ANGELES UNIFIED SCHOOL DISTRICT EDUCATION FOUNDATION, fiscal year ending June 2019

Organization zip code	Tax code designation	Ruling date of organization's tax exempt status
90017-5106	501(c)(3)	2002-07-01

<https://projects.propublica.org/organizations> ▼

Los Angeles Unified School District Education Foundation

Search for: Is Lausd a 501C3?

Are donations to LAUSD Tax deductible? ▼

What is Lausd EIN number? ^

95-6001908

CITY OF MAYWOOD COMMUNITY BENEFIT FUND GUIDELINES AND PROCEDURES

I. BACKGROUND

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

II. PURPOSE

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

III. ELIGIBILITY AND POLICY

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

B. Eligible Services and Activities. To apply for a grant under the City Community Benefit Fund, the Eligible Organization must provide a program, service, activity, event or other similar activities that have a benefit to the residents of the City of Maywood or the specified target group within the City by: (i) enhancing the quality of life or the delivery of services in the City; or (ii) providing educational opportunities for the residents or students of the City. Categories of services and activities eligible for grants include but are not limited to educational programs, cultural activities (i.e. music, art, dance, recreation), youth athletics, civic projects, health and safety programs, services sponsored by Maywood community organizations and public services (i.e. senior services, youth programs, health services). If the request relates to a community event, the event must be advertised and open to the public. **Grants will be awarded in maximum amounts of no more than \$15,000.**

C. Restrictions and Ineligible Organizations.

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

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

CITY OF MAYWOOD COMMUNITY BENEFIT FUND GUIDELINES AND PROCEDURES

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

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

IV. APPLICATION PROCEDURES

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

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

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

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

C. General Information.

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

CITY OF MAYWOOD COMMUNITY BENEFIT FUND GUIDELINES AND PROCEDURES

V. EVALUATION OF APPLICATION AND SELECTION PROCESS

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

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

VI. POST AWARD REQUIREMENTS

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

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

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

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

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

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

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

AGENDA REPORT

CITY OF MAYWOOD



AGENDA ITEM NO. 13.

DATE: November 19, 2024

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: JENNIFER VASQUEZ, CITY MANAGER

BY: STEVE FOWLER, DIRECTOR OF BUILDING AND PLANNING

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

RECOMMENDATION:

Staff recommends that the City Council approve the commercial cannabis microbusiness license renewal application for Chron Maywood (Chron), LLC, located at 5415 Maywood Avenue, for a one-year term expiring on December 8, 2025, direct staff to provide the Council with a report in at least 90-days to update the Council on Chron's progress to reach full compliance, and authorize the Director of Building and Planning to notify the applicant in writing of the City Council's decision.

BACKGROUND:

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

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

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

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

DISCUSSION:

Chron's Conditional Use Permit was approved on June 19, 2018. Chron is a cannabis manufacturer, distributor, cultivator, and vehicle delivery operator that is currently operating as a cannabis microbusiness. A microbusiness is a cannabis business that holds at least 4 cannabis-related licenses-such as Chron holds. They are licensed by the State of California Bureau of Cannabis Control (license #C12-0000187-LIC) as a microbusiness, and their license is valid through July 15, 2025.

The most recent September (third quarter) inspection found three noncompliance items. They included the posting of an outdated premises diagram, it was found that not all employees were wearing their identification badges, and the necessary certificate of compliance for the weighing equipment required to be onsite was not available for the inspectors to view. The next follow-up inspection will be in early December .

Chron started operations in October 2022 and the first City audit was performed after one year of operation. During this audit it was discovered that Chron was paying the tax designated for non-microbusinesses. Upon discovery, Chron began coordinating with city staff to work on a payment plan for the past due taxes.

In conclusion, based on the inspections, investigations and audits described in this report, staff has determined that the business is only partially in compliance with the conditions in Section 5-45-05(b) and therefore, staff recommends that the City Council conditionally approve the renewal of the license and direct staff to provide the Council with a report in at least 90-days to update the Council on Chron's progress to reach full compliance.

LEGAL REVIEW:

City Attorney has reviewed this report.

FISCAL IMPACT:

Chron is taxed as a microbusiness for purposes of Cannabis Tax. As such, they will be taxed at a 10% Cannabis Sales Tax. Tax payments will be made directly to the City on a quarterly basis. Taxes collected help support the City and the services provided for the residents. Chron has currently made all their tax payments but incorrectly made most of the payments at a rate of 6% and not 10% which was caught during the audit. The City is currently working with them to satisfy the remaining payment obligation.

ATTACHMENT(S)

AGENDA REPORT

CITY OF MAYWOOD



AGENDA ITEM NO. 14.

DATE: November 19, 2024

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: JENNIFER VASQUEZ, CITY MANAGER

BY: DAISY GUERRERO, DEPUTY CITY CLERK/ASSISTANT TO THE CITY MANAGER

SUBJECT: DISCUSSION AND DIRECTION REGARDING THE FILLING OF THE CITY CLERK AND CITY TREASURER POSITIONS PURSUANT TO GOVERNMENT CODE SECTION 36512 CAUSED BY NO CANDIDATES IN THE RECENT ELECTION

RECOMMENDATION:

Staff recommends that the City Council discuss the options outlined in the agenda report and provide staff with direction on how to fill the positions of City Clerk and City Treasurer.

BACKGROUND:

In the General Municipal Election of November 5, 2024, there were no candidates for the elected positions of City Clerk and City Treasurer. Government Code Section 36512(b) outlines the options for the City Council with regard to the vacancies.

DISCUSSION:

Government Code 36512(b) is the relevant code section and provides as follows: "If a vacancy occurs in an elective office provided for in this chapter, the council shall, within 60 days from the commencement of the vacancy, either fill the vacancy by appointment or call a special election to fill the vacancy."

Due to no residents filing to run for these elected seats, staff recommends that the City Council follow the process to make an appointment.

Process for Making an Appointment

Once the office is effectively vacant, the City Council has 60 days from the date of the vacancy to appoint a replacement City Clerk. State law does not specify a particular process for such selection and there are a variety of ways in which an appointee can be selected.

For example, the City Council could, but it is not required to, solicit resumes and statements of interest from residents who wish to be considered. The City Council could designate an ad hoc committee of the City Council to review these resumes and make a recommendation to the entire City Council. The City Council could also decide to have the entire City Council review the resumes and statements. In that case, the review of the resumes and statements would be conducted at a duly noticed meeting in accordance with the Brown Act. The City Council could, but is not required to, have interviews of the applicants, but those interviews would also occur in open session. Alternatively, the City Council can seek out potential replacements without the formality of an application process or if it desires to use an ad hoc committee process, it may direct the ad

hoc committee to do so and the ad hoc committee can make a recommendation to the entire City Council. It should be noted that the above are suggestions that have been followed by other cities when faced with a vacancy on their city council—the process for filling the City Clerk position is the same. The City Council is not obligated to follow the procedures outlined above, nor is the City Council obligated to appoint a replacement from among the persons who filed resumes or statements or from those recommended by an ad hoc committee, should the Council use an ad hoc committee. Regardless of the method, if the City Council desires to appoint, the City Council should discuss the manner in which it desires to solicit a potential appointee and provide direction to City Staff.

LEGAL REVIEW:

The City Attorney has reviewed this report.

FISCAL IMPACT:

There is no cost if the City Council chooses to appoint a City Clerk and City Treasurer.

ATTACHMENT(S)