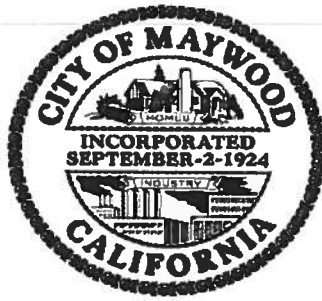




AGENDA

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

Maywood City Council Chambers
4319 E. Slauson Avenue, Maywood, CA 90270
Wednesday, April 10, 2019 at 7:00 p.m.

Rules of Decorum

*"Members of the Public are advised that all **ELECTRONIC DEVICES, CELLULAR TELEPHONES and any OTHER COMMUNICATION DEVICES** are to be turned off upon entering the City Council Chambers." If you need to have a discussion with someone in the audience, kindly step out into the lobby.*

Reglas de Comportamiento

*"Al público en general se le avisa que todos los **teléfonos celulares, pagers y demás aparatos de comunicación deben ser apagados** al entrar a la sala de audiencias del Consejo Municipal de la Ciudad." Si usted necesita tener una conversación con alguien que está en la audiencia, amablemente le pedimos que salga del recinto y tenga su conversación en el vestíbulo de la sala de audiencias.*

ROLL CALL:

Eduardo De La Riva, Mayor
Ricardo Lara, Mayor Pro Tem
Ramon Medina, Councilmember
Carlos Alvarez, Councilmember
Heber Marquez, Councilmember
Gloria Viramontes, City Treasurer
Gerardo Mayagoitia, City Clerk
Donald J. Wagner, Interim City Manager
David Mango, Director of Building and Planning
Ofelia Mancera, Finance Director
Roxanne Diaz, City Attorney

*In order to address the Council, please complete a Public Comment Card.
No Public Comment Cards will be accepted after 7:15 p.m. Time allotted per speaker: 3 minutes.
No agenda item may be taken after 9:00 p.m. without a motion to extend time by the majority of Council present.*

INVOCATION* AND PLEDGE OF ALLEGIANCE

**In permitting a nonsectarian invocation, the City does not intend to proselytize, advance, or disparage any faith or belief. Neither the City nor the City Council endorses any particular belief or form of invocation.*

COUNCIL MEMBERS' COMMENTS (3 MINUTES EACH)

PUBLIC PARTICIPATION (Agenda Items Only)

At this time speakers wishing to address the City Council on items on the agenda will be called upon in the order that the speaker card is received. The maximum time allotted for individuals to speak shall not exceed three (3) minutes.

PRESENTATION(S)

PUBLIC HEARING

CONSENT CALENDAR

1. Minutes for 03/21/19 Special Council Meeting.
2. Minutes for 03/26/19 Special Council Meeting.
3. Minutes for 03/27/19 City Council Meeting.
4. Receive and file revenue report for March 2019.
5. Resolution No. 6022 of the City Council of the City of Maywood and Successor Agency to the Maywood Community Redevelopment Agency Approving Prepaid Warrants and Payroll.
6. Obtain authorization to advertise a Request for Proposals (RFP) or bid for City-wide facilities maintenance and on call services.
7. Resolution No. 6023 of the City of Maywood adopting an amended Conflict of Interest Code containing revised designated positions and disclosure categories, and repealing Resolution No. 5799.
8. Authorization to procure request for proposals (RFP's) for Community Development Block Grant (CDBG) project administrative services and technical assistance for fiscal years (FY) 2019-2022
9. A resolution of the City Council of the City of Maywood approving the amended and restated lease agreement between the City of Maywood and the Young Men's Christian Association of Metropolitan Los Angeles and repealing Resolution No. 5929.

-
10. Legal services agreement with the Law Offices of Carpenter, Rothans & Dumont, LLP for special counsel services.
 11. Fiscal Year 2019-20 Budget Development Calendar.

DISCUSSION/ACTION ITEMS

12. Discussion of smoking in public places and parks and an ordinance amending chapter 42 of the Municipal Code related to smoking prohibited in parks during youth activities and making a finding of exemption under the California Environmental Quality Act.
13. City Council appointment of two Maywood Planning Commissioners to serve as a member and as an alternate on the Eco-Rapid Transit Board.
14. Discussion and possible action regarding the co-hosting of an Earth Day event with Communities for a Better Environment at Riverfront Park on April 13, 2019.

CLOSED SESSION

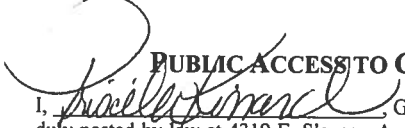
1. Public Employment pursuant to Government Code Section 54957; Title: City Manager
 2. Conference with Labor Negotiator pursuant to Government Code Section 54957.6; City Negotiator: Donald Wagner, Interim City Administrator and Roxanne Diaz, City Attorney; Unrepresented Employee: City Manager
 3. Conference with Legal Counsel, Existing Litigation, Government Code Section 54956.9(d)(1); Young Men's Christian Association of Metropolitan Los Angeles v. City of Maywood, Los Angeles County Superior Court Case No. VC066796
 4. Conference with Legal Counsel, Existing Litigation, Government Code Section 54956.9(d)(1): Los Angeles Superior Court Case No. 19WHR000555.
-

PUBLIC PARTICIPATION (Non-Agenda Items)

At this time speakers wishing to address the City Council on an item not on the agenda will be called upon in the order that the speaker card is received. The maximum time allotted for individuals to speak shall not exceed three (3) minutes.

ADJOURNMENT - The next Regular Meeting of the Maywood City Council is on April 24, 2019.

PUBLIC ACCESS TO CITY COUNCIL MEETING AGENDA AND AGENDA PACKETS

I, , Gerardo Mayagoitia, City Clerk or Priscilla Kinnard, 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) 562-5714 within 72 hours prior to the meeting so the City can make reasonable arrangements to ensure accessibility.





AGENDA **1**
ITEM NO. _____

March 21, 2019

**MINUTES OF THE SPECIAL MEETING
OF THE MAYWOOD CITY COUNCIL HELD IN THE COUNCIL CHAMBERS,
4319 EAST SLAUSON AVENUE, MAYWOOD, CALIFORNIA**

Mayor opened the meeting at approximately 7:00 p.m.

ROLL CALL: Eduardo De La Riva, Mayor
Ricardo Lara, Mayor Pro Tem
Ramon Medina, Councilmember
Carlos Alvarez, Councilmember
Heber Marquez, Councilmember
Gloria Viramontes, City Treasurer (Absent)
City Clerk, Gerardo Mayagoitia (Excused Absence)
Interim City Manager, Donald J. Wagner
Director of Building and Planning, David Mango
Director of Finance, Ofelia Mancera
City Attorney, Roxanne Diaz

COUNCIL MEMBERS' COMMENTS (3 MINUTES EACH)

PUBLIC PARTICIPATION (Agenda Items Only)

At this time speakers wishing to address the City Council on items on the agenda will be called upon in the order that the speaker card is received. The maximum time allotted for individuals to speak shall not exceed three (3) minutes.

PRESENTATION(S)

CONSENT CALENDAR

DISCUSSION/ACTION ITEMS

1. Conference with Legal Counsel, Anticipated Litigation; Government Code Section 54956.9(d)(4); Initiation of Litigation, 1 case.

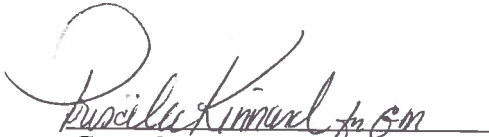
The City Council voted with 3 yes (De La Riva, Lara and Marquez) to 2 abstain (Alvarez and Medina) to direct the City Attorney to initiate litigation in one case. The particulars of the matter, once formally commenced, will be disclosed to any person upon inquiry when service of process is completed.

CLOSED SESSION

ADJOURNMENT Meeting adjourned at approximately 7:35 p.m. Next Regular Meeting of the Maywood City Council is on March 27, 2019 at 7:00pm


Eduardo De La Riva, Mayor

ATTEST:


Gerardo Mayagoitia, City



AGENDA 2
ITEM NO. _____

March 26, 2019

**MINUTES OF THE SPECIAL MEETING
OF THE MAYWOOD CITY COUNCIL HELD IN THE COUNCIL CHAMBERS,
4319 EAST SLAUSON AVENUE, MAYWOOD, CALIFORNIA**

Mayor opened the meeting at approximately 6:00 p.m.

ROLL CALL: Eduardo De La Riva, Mayor
Ricardo Lara, Mayor Pro Tem
Ramon Medina, Councilmember
Carlos Alvarez, Councilmember
Heber Marquez, Councilmember
Gloria Viramontes, City Treasurer (Absent)
City Clerk, Gerardo Mayagoitia (Excused Absence)
Interim City Manager, Donald J. Wagner
Director of Building and Planning, David Mango
Director of Finance, Ofelia Mancera
City Attorney, Roxanne Diaz

COUNCIL MEMBERS' COMMENTS (3 MINUTES EACH)

PUBLIC PARTICIPATION (Agenda Items Only)

At this time speakers wishing to address the City Council on items on the agenda will be called upon in the order that the speaker card is received. The maximum time allotted for individuals to speak shall not exceed three (3) minutes.

There were no speakers.

PRESENTATION(S)

CONSENT CALENDAR

DISCUSSION/ACTION ITEMS

1. Public Employment pursuant to Government Code Section 54957; Title: City Manager

The City Attorney announced that there was no reportable action.

CLOSED SESSION

ADJOURNMENT Meeting adjourned at approximately 7:15 p.m. Next Regular Meeting of the Maywood City Council is on March 27, 2019 at 7:00pm



Eduardo De La Riva, Mayor

ATTEST:



Gerardo Mayagoitia, City



AGENDA 3
ITEM NO. _____

March 27, 2019

**MINUTES OF THE REGULAR MEETING
OF THE MAYWOOD CITY COUNCIL HELD IN THE COUNCIL CHAMBERS,
4319 EAST SLAUSON AVENUE, MAYWOOD, CALIFORNIA**

Mayor opened the meeting at approximately 7:00 p.m.

ROLL CALL: Eduardo De La Riva, Mayor
Ricardo Lara, Mayor Pro Tem
Ramon Medina, Councilmember
Carlos Alvarez, Councilmember
Heber Marquez, Councilmember
Gloria Viramontes, City Treasurer (Absent)
City Clerk, Gerardo Mayagoitia
Interim City Manager, Donald J. Wagner
Director of Building and Planning, David Mango
Director of Finance, Ofelia Mancera
City Attorney, Roxanne Diaz

COUNCIL MEMBERS' COMMENTS (3 MINUTES EACH)

PUBLIC PARTICIPATION (Agenda Items Only)

At this time speakers wishing to address the City Council on items on the agenda will be called upon in the order that the speaker card is received. The maximum time allotted for individuals to speak shall not exceed three (3) minutes.

The following spoke on Agenda Items only:

1. Veronica Guardado;
2. Heather Wilson.

PRESENTATION(S)

Certificates to Maywood Academy HS Students for Girls' Basketball Championship

Eco-Rapid Transit Presentation

PUBLIC HEARING

CONSENT CALENDAR

1. Minutes for 03/13/19 City Council Meeting.
2. Resolution No. 6020 of the City Council of the City of Maywood and Successor Agency to the Maywood Community Redevelopment Agency Approving Prepaid Warrants and Payroll.
3. Receive and file revenue report for February 2019.

Motion to approve the Consent Calendar by Lara. Second by Alvarez. AYES: Alvarez, De La Riva, Lara, Marquez and Medina. PASSES

DISCUSSION/ACTION ITEMS

4. Authorize the use of the Maywood Park Baseball Field by the South-East Rio Vista YMCA and the Dodgers RBI program and waive all associated user fees. **Motion to approve by De La Riva. Second by Lara. AYES: De La Riva, Lara, and Marquez. NOES: Alvarez and Medina. PASSES**
5. City Council appointment of two Maywood Planning Commissioners to serve as a member and an alternate on the Eco-Rapid Transit Board. **Motion to continue item to the next Council Meeting.**
6. Discussion and possible action regarding the co-hosting of an Earth Day event with East Yard Communities for Environment Justice at Riverfront Park on April 13, 2019. **Motion to approve co-hosting the event as outlined in the staff report by Lara. Second by Alvarez. AYES: Alvarez, De La Riva, Lara, Marquez and Medina. PASSES**
7. Approve a countywide Household Hazardous Waste Collection Program Siting Liability Agreement with the County of Los Angeles and the County Sanitation District No. 2 of Los Angeles County and authorize the Interim City Administrator to execute said agreement. **Motion to approve by Lara. Second by Medina. AYES: Alvarez, De La Riva, Lara, Marquez and Medina. PASSES**

8. Adopt a Resolution No. 6021 authorizing the destruction of obsolete documents. **Motion to approve by Lara. Second by Marquez. AYES: Alvarez, De La Riva, Lara, Marquez and Medina. PASSES**
9. Obtain authorization to advertise a Request for Proposals (RFP) for a Maywood Bicycle Master Plan. **Motion to approve by De La Riva. Second by Lara. AYES: Alvarez, De La Riva, Lara, Marquez and Medina. PASSES**
10. Approve the Gateway Cities Atlantic Avenue/Boulevard Corridor Study Implementation Agreement and approve the payment of \$12,646.48. **Motion to approve by Marquez. Second by Alvarez. AYES: Alvarez, De La Riva, Lara, Marquez and Medina. PASSES**
11. Amend the Professional Services Agreement for sewer system hydraulic modeling professional services with Psomas to add additional services and increase the total compensation by \$100,900.00. **Motion to approve by Lara. Second by Medina. AYES: Alvarez, De La Riva, Lara, Marquez and Medina. PASSES**
12. Deed Restriction for Maywood Park to the Los Angeles County Regional Park and Open Space District for Grant No. 58G2-98-0755.
13. Deed Restriction for Pixley Park to the Los Angeles County Regional Park and Open Space District for Grant 58M1-14-2375.
14. Deed Restriction for Riverfront Park to the Los Angeles County Regional Park and Open Space District for Graffiti Prevention #58G2-02-1321.

Motion to approve the Deed Restriction for Maywood Park, Pixley Park and Riverfront Park as set forth in the recommendation of the reports in the form approved by the City Attorney. Motion by De La Riva. Second by Medina. AYES: Alvarez, De La Riva, Lara, Marquez and Medina. PASSES

15. Amend the Professional Services Agreement for Sewer Service Charge Assessment and Street Lighting Assessment District professional services with Francisco & Associates, Inc. to extend the term by three years for services and increase the total compensation by \$54,000.00. **Motion to approve by De La Riva. Second by Lara. AYES: Alvarez, De La Riva, Lara, Marquez and Medina. PASSES**
16. Obtain approval for change order for the Sewer Replacement Project in the amount of \$5,898.000. **Motion to approve by De La Riva. Second by Marquez. AYES: Alvarez, De La Riva, Lara, Marquez and Medina. PASSES**
17. Discussion and consideration of approval of an agency to agency confidentiality agreement between the City of Maywood and the Los Angeles County District Attorney's office to waive the attorney client privilege for certain records. **Motion to approve by Lara. Second by Marquez. AYES: Alvarez, De La Riva, Lara, Marquez and Medina. PASSES**

CLOSED SESSION

1. Public Employment pursuant to Government Code Section 54957; Title: City Manager
2. Conference with Labor Negotiator pursuant to Government Code Section 54957.6; City Negotiator: Donald Wagner, Interim City Administrator and Roxanne Diaz, City Attorney; Unrepresented Employee: City Manager
3. Conference with Legal Counsel, Existing Litigation, Government Code Section 54956.9(d)(1); Young Men's Christian Association of Metropolitan Los Angeles v. City of Maywood, Los Angeles County Superior Court Case No. VC066796

The City Attorney announced the closed session items and the City Council adjourned to closed session. The City Council returned from closed session and the City Attorney stated there were no reportable actions.

PUBLIC PARTICIPATION (Non-Agenda Items)

At this time speakers wishing to address the City Council on an item not on the agenda will be called upon in the order that the speaker card is received. The maximum time allotted for individuals to speak shall not exceed three (3) minutes.

The following spoke on Non-Agenda items only:

1. Sergeant Bearnse;
2. Enrique Curiel;
3. Heather Wilson;
4. Mary Mariscal.

ADJOURNMENT Meeting adjourned at approximately 8:50 p.m. Next Regular Meeting of the Maywood City Council is on April 10, 2019 at 7:00pm


Eduardo De La Riva, Mayor

ATTEST:


Gerardo Mayagoitia, City Clerk

City of Maywood
Revenue Summary for March 2019

ITEM No. 4**Taxes:**

Property Tax Allocation	9,216.80
Sales Tax Revenue	143,583.23
Transfer Tax (Real Estate)	956.18
Utility Users Tax	71,836.01
Property Tax Override (pension levy)	847.08
Totals	226,439.30

Licenses & Fees:

Apartment License	1,098.00
Baseball Field Permits	420.00
Building Permits	11,252.42
Business License	10,904.41
Comm'l Cannabis Application	5,116.59
License Processing Fee (Apartment & Business)	299.00
Occupancy Permits	3,352.20
Vending Machine License	64.50
Copies, Maps, Gen., Plans, Etc.	23.20
Plan Check Fees	922.49
Parking Permits	2,511.60
Pre-sale Property Report Fee	220.00
Public Works Permit Fees	20,888.50
Disability Access & Education Fee	424.00
Totals	57,496.91

Fines & Forfeitures

Parking Fines	31,563.61
Court Collections	9,807.65
Penalties: Apt & Bus License	3,648.96
Totals	45,020.22

Leases and Concessions

Leased Property Rental Income	5,500.00
Totals	5,500.00

Miscellaneous:

Miscellaneous Revenue	5.07
Totals	5.07

General Fund Totals	334,461.50
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Gas Tax:

State Gasoline Tax	36,986.60
Totals	36,986.60

CDBG:

HCDA:Graffiti Removal	16,206.00
HCDA:Code Enforcement	18,560.00
HCDA: Sewer Repair Project	140,989.00
Totals	175,755.00

Metro Funds:

Measure M	33,379.53
Measure R	29,373.75
MTA Bus Pass Revenue	644.00
Proposition A Allocations	47,268.35
Proposition C Allocations	39,207.74
Interest Income	33.38
Totals	149,906.75

SB-1 Transportation Fund:

Road Maintenance & Rehabilitation (Section2032)	35,487.25
Totals	35,487.25

Air Quality Managemnet District (AQMD):

Motor Vehicle Sunvention Fund Program	8,363.45
Totals	8,363.45

All Funds Totals	\$ 740,960.55
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COUNCIL AGENDA

ITEM No. 5

RESOLUTION NO. 6022

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

WHEREAS, the following listed demands have been audited 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/ACH
Transactions for \$625,376.25 are hereby ratified:

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

PASSED, APPROVED AND ADOPTED THIS 10th day of April, 2019.


Eduardo De La Riva, Mayor

ATTEST:


Gerardo Mayagoitia, City Clerk

APPROVED AS TO FORM:


Roxanne Diaz, City Attorney

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES
CITY OF MAYWOOD

)
)
)

I, Gerardo Mayagoitia, City Clerk of the City Council of the City of Maywood, do hereby certify that foregoing Resolution No. 6022 was duly passed and adopted by the City Council of the City of Maywood, at a regular meeting of the City Council held on the 10th of April, 2019 by the following roll call vote, to wit:

AYES:

NAYES:

ABSENT:

ABSTAINED:


Gerardo Mayagoitia, City Clerk

City of Maywood
Summary Warrants for Payment and Wire Transfers/ACH Transactions
Council Meeting Date
Wednesday, April 10, 2019

Accounts Payable

	Amount
Accounts Payable prepaid warrants for payment: Checks No. 085877 - 085878 & 085880 - 085909	\$ 54,334.91
Accounts Payable regular warrants for payment: Checks No. 085879 & 085910 - 085927	<u>\$ 565,274.48</u>
Sub-total	<u>\$ 619,609.39</u>

Wire Transfers/ACH Transactions

03/25/19	Lease Payment for Front Counter Cash Registers - March 2019	\$ 121.34
03/28/19	CalPERS for Employer Contribution - Pay Period 2/17/19-3/2/19	\$ 5,210.59
03/29/19	Merchant Fees	<u>\$ 434.93</u>

Sub-total \$ 5,766.86

Total Demands \$ 625,376.25

City of Maywood
Detail Warrants for Payment
Warrants No. 085877 to 085927

Check No.	Prepays	Date	Vendor Name	Check Amt	Transaction Description
085877			VOID		VOID
085878	P	3/21/2019	V & M Iron Works	24,555.94	City Hall and Library Maintenance & Repair October 2018 - \$9,324.01 Park Maintenance October 2018 (Riverfront Park Included) - \$13,567.74 Payment Plan: Installment 16 of 24 (October) Council Approved - \$1,664.19
085879		3/21/2019	V & M Iron Works	63,167.33	Street Maintenance October 2018
085880	P	4/2/2019	Allen B. McDade	632.25	Retiree Medical Reimbursement April 2019
085881	P	4/2/2019	Alondra Olmos	50.00	Planning Commission Stipend 03/12/2019
085882	P	4/2/2019	Angel Villegas	492.63	Retiree Medical Reimbursement April 2019
085883	P	4/2/2019	Art Ramirez	216.11	Reimbursement Expenses - Annual Code Enforcement Conference
085884	P	4/2/2019	AT&T	20.72	MTA Line 02/17/2019 to 03/16/2019
085885	P	4/2/2019	Brent Talmo	284.77	Retiree Medical Reimbursement April 2019
085886	P	4/2/2019	Bruce Leflar	1,101.28	Retiree Medical Reimbursement April 2019
085887	P	4/2/2019	California Consulting, Inc.	3,000.00	Grant Writing Services April 2019
085888	P	4/2/2019	Carmen Perez	50.00	Planning Commission Stipend 03/12/2019
085889	P	4/2/2019	Christine M. Locher	258.83	Retiree Medical Reimbursement April 2019
085890	P	4/2/2019	Dave And Frank Automotive	2,571.75	Fleet Vehicles - Maintenance (Public Works trucks)
085891	P	4/2/2019	Edward Ahrens	1,101.28	Retiree Medical Reimbursement April 2019
085892	P	4/2/2019	Expert Building Maintenance	1,350.00	City Hall & Sheriff's Substation Janitorial Service: March 2019
085893	P	4/2/2019	Paloma Hernandez	50.00	Planning Commission Stipend 03/12/2019
085894	P	4/2/2019	Paul Pine	1,101.28	Retiree Medical Reimbursement April 2019
085895	P	4/2/2019	Petty Cash	161.77	Petty Cash Reimbursement: Certified Mailings - USPS Mail Meetings and Conference
085896	P	4/2/2019	Priscilla Kinnard	27.84	Mileage Reimbursement - Training City Clerk
085897	P	4/2/2019	Raul Rodriguez	50.00	Planning Commission Stipend 03/12/2019
085898	P	4/2/2019	Robert Leach	1,005.00	Retiree Medical Reimbursement April 2019
085899	P	4/2/2019	Ronald Lindsey	1,102.61	Retiree Medical Reimbursement April 2019

City of Maywood
Detail Warrants for Payment
Warrants No. 085877 to 085927

Check No.	Prepays	Date	Vendor Name	Check Amt	Transaction Description
085900	P	4/2/2019	Salazar Landscaping	8,649.00	Landscape Maintenance March 2019
085901	P	4/2/2019	Scott C. Anderson	1,101.28	Retiree Medical Reimbursement April 2019
085902	P	4/2/2019	Southern California Edison	74.82	Various Locations 02/14/2019-03/18/2019
085903	P	4/2/2019	Sprint	999.26	Cell Phone Service: 01/24/2018-02/23/2019 02/24/2019-03/23/2019
085904	P	4/2/2019	Staples Business Advantage	121.90	Office Supplies
085905	P	4/2/2019	Total Funds	300.00	Postage Machine
085906	P	4/2/2019	U.S. Bank Corporate Payment System	1,759.66	Credit Card Expense: Sharefile/Citrix Cloud Sharing Subscription Dues GFOA Seminar - Fund Accountant CSMFO Job Posting - Finance Specialist ArcSite Building/Planning Software Subscription Baudville Certificate/Award Supplies
085907	P	4/2/2019	V & M Iron Works	1,664.19	Payment Plan: Installment 18 of 24 (December) Council Approved
085908	P	4/2/2019	Vernon, City of	141.52	Slauson & Downey 01-31-2019 to 03-05-2019
085909	P	4/2/2019	Xerox	339.22	March 2019 Base Charge and Printing Fee (Front Counter)
085910		4/3/2019	Robert Half Company International / Accountemps	1,978.11	Temp Labor: Customer Service WE 03/15/2019 & 03/22/2019
085911		4/3/2019	Bartel Associates, LLC	7,120.50	CalPERS Actuarial Re: Bond Issuance Study
085912		4/3/2019	CDWG	257.37	Office Equipment: Building/Planning PC Monitor
085913		4/3/2019	City of West Hollywood	300,000.00	Prop A Exchange (2nd Installment) with West Hollywood at 70.5%
085914		4/3/2019	Dewey Pest Control	92.00	April 2019 Pest Control City Hall
085915		4/3/2019	Eduardo De la Riva	419.50	Reimbursable Expense City Mayor re: Meeting with Governor Newsom
085916		4/3/2019	Gateway Water Management	41,304.41	Administration & Cost Sharing for Prop 1 Stormwater Implementation Annual Membership Dues 2018-2019 Gateway IRWM JPA
085917		4/3/2019	Graffiti Protective Coatings	16,229.60	CityWide Graffiti Removal February 2019 March 2019 Bus Shelter Maintenance
085918		4/3/2019	Hinderliter, de Llamas & Assoc.	1,341.75	1st Quarter Sales Tax & Audit Service Cannabis Management Program
085919		4/3/2019	Law Offices of Julia Sylva, ALC	22,248.27	January 2019 Legal Services February 2019 Legal Services
085920		4/3/2019	Lucas Builders, Inc.	45,017.26	City of Maywood Sewer Replacement Project 601890-16

City of Maywood
Detail Warrants for Payment
Warrants No. 085877 to 085927

Check No.	Prepays	Date	Vendor Name	Check Amt	Transaction Description
085921		4/3/2019	Mail Finance	989.66	Postage Machine Lease: April 2019 - July 2019
085922		4/3/2019	Metro Transit Services	33,369.41	Public Transportation Services Express & Dial-A-Ride March 2019
085923		4/3/2019	Phoenix Group Information Systems	4,347.40	February 2019 Minimum Processing Fee: Parking Citations
085924		4/3/2019	Procure America	282.26	Utility Services Review and Analysis Savings Share Portion
085925		4/3/2019	Richards, Watson & Gershon	17,718.58	Legal Services - Maywood v. YMCA (February 2019) - \$2,291.85 Legal Services General (February 2019) - \$6,762.15 Legal Services Interim City Attorney (February 1 -13, 2019) - \$8,664.58
085926		4/3/2019	Sanchez Awards	72.77	Five (5) Name Plates Planning Commissioners City Council Office Plate
085927		4/3/2019	Siemens Industry, Inc	9,318.30	Traffic Signal Response Call Out February 2019 Traffic Street Light Response Call Out February 2019
TOTAL:				\$619,609.39	



AGENDA 7
ITEM NO. _____

CITY COUNCIL STAFF REPORT

DATE: APRIL 10, 2019

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: DONALD WAGNER, INTERIM CITY ADMINISTRATOR

BY: ROXANNE DIAZ, CITY ATTORNEY

SUBJECT: RESOLUTION NO. 6023 OF THE CITY OF MAYWOOD ADOPTING AN AMENDED CONFLICT OF INTEREST CODE CONTAINING REVISED DESIGNATED POSITIONS AND DISCLOSURE CATEGORIES, AND REPEALING RESOLUTION NO. 5799

RECOMMENDATION

Staff recommends that the City Council adopt a Resolution adopting an amended Conflict of Interest Code containing revised designated positions and disclosure categories and repealing Resolution No. 5799.

FISCAL IMPACT

There is no fiscal impact in adopting the resolution.

BACKGROUND

The Political Reform Act of 1974, Government Code Section 81000 et seq. (the "Act"), requires all public agencies to adopt and maintain a conflict of interest code. The primary effect of the code is to establish disclosure requirements for various government positions involved in the requisite level of decision-making as set forth in the Act. The Act requires each city to adopt a local conflict of interest code designating city positions not otherwise designated in the Act itself, that are involved in making or participating in the making of city decisions at all levels of city government. If listed as designated positions, the conflict of interest

code tells public officials, governmental employees, and consultants what financial interests they must disclose on their Statement of Economic Interests (Form 700)

The City Council last reviewed the Conflict of Interest Code on December 10, 2014 and adopted the current Conflict of Interest Code by Resolution No. 5799. The Political Reform Act requires every local government agency to review its conflict of interest code biennially.

As part of ensuring the City is compliant with best practices, it was determined that the biennial review has not been conducted since 2014 (which typically is done by the City Clerk). Accordingly, in conducting the review this year, Staff recommends that the City adopt the most recent Conflict of Interest Code adopted by the Fair Political Practices Commission in Regulation 18730, which will serve as the City's local Conflict of Interest Code. This is set forth as an attachment to the draft Resolution included as Attachment 1. The proposed Resolution also contains Appendix A, Designated Positions and Appendix B, Disclosure Categories.

The list of City officials and other designated positions has been updated as the categories in Resolution 5799 are outdated. Specifically, the new Appendix A lists the designated positions that are customarily listed in other city's conflict of interest codes such as the deputy city clerks, assistant city attorney, the finance director, the building and planning director, the city engineer and consultants as defined therein.

ATTACHMENT(S)

Attachment No. 1 - Resolution No. 6023 with Appendix A and Appendix B.

RESOLUTION NO. 6023

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MAYWOOD, CALIFORNIA, ADOPTING AN AMENDED CONFLICT OF INTEREST CODE CONTAINING REVISED DESIGNATED POSITIONS AND DISCLOSURE CATEGORIES, AND REPEALING RESOLUTION NO. 5799

THE CITY COUNCIL OF THE CITY OF BANNING DOES HEREBY FIND, RESOLVE AND ORDER AS FOLLOWS:

Section 1. The Political Reform Act, Government Code Sections 81000, et seq., requires the City to adopt a Conflict of Interest Code for each department of the City.

Section 2. The Fair Political Practices Commission has adopted a standard model Conflict of Interest Code. The standard model code is codified at 2 California Code of Regulations Section 18730 and can be incorporated by reference by the City as the City's Conflict of Interest Code.

Section 3. Pursuant to Resolution No. 5799 the City last amended its Conflict of Interest Code in 2014, updating designated positions and disclosure categories for certain departments of the City. By this Resolution, the City is adopting a new updated Conflict of Interest Code containing designated positions and disclosure categories for all applicable departments of the City.

Section 4. The standard Conflict of Interest Code adopted by the Fair Political Practices Commission ("FPPC") attached hereto as Exhibit A, as amended by the FPPC from time to time, and Appendix A which sets forth the designated positions, and Appendix B which sets forth the disclosure categories for each City department, are hereby incorporated by reference and shall constitute the Conflict of Interest Code for the City of Maywood.

Section 5. Persons holding designated positions listed in Appendix A shall file statements of economic interest pursuant to Section 4 of the Conflict of Interest Code.

Section 6. The City Council hereby directs the City Clerk and City Attorney to coordinate the preparation of a revised Conflict of Interest Code in succeeding even-numbered years in accordance with the requirements of Government Code Sections 87306 and 87306.5. The revised Code should reflect any changes in department or employee designations. If no revisions to the Code are required, the City Clerk shall submit a report no later than October 1st of the same year, stating that amendments to the Code are not required.

Section 7. Resolution No. 5977 of the City Council is hereby repealed in its entirety.

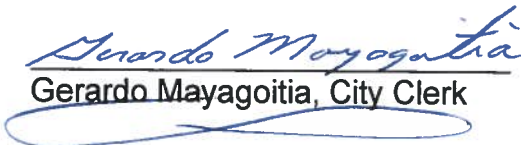
Section 8. This Resolution shall be effective immediately upon its passage and approval.

Section 9. The City Clerk shall certify to the passage and adoption of this Resolution and shall enter it into the book of original resolutions.

PASSED, APPROVED AND ADOPTED this 10TH DAY OF APRIL, 2019


Eduardo De La Riva, Mayor

ATTEST:


Gerardo Mayagoitia, City Clerk

APPROVED AS TO FORM:


Roxanne Diaz, City Attorney

I, Gerardo Mayagoitia, City Clerk of the City of Maywood, do hereby certify that the foregoing Resolution No. 6023 was adopted at a regular meeting of the City Council of the City of Maywood held on the 10TH day of April, 2019 by the following vote:

AYES:
NOES:
ABSTAINED:
ABSENT:


Gerardo Mayagoitia, City Clerk

EXHIBIT A

Conflict of Interest Code

Regulation 18730

EXHIBIT A

CITY OF MAYWOOD CONFLICT OF INTEREST CODE (Incorporating Regulations of the Fair Political Practices Commission, Title 2, Division 6, California Code of Regulations.)

§ 18730. Provisions of Conflict of Interest Codes.

(a) Incorporation by reference of the terms of this regulation along with the designation of employees and the formulation of disclosure categories in the Appendix referred to below constitute the adoption and promulgation of a conflict of interest code within the meaning of Section 87300 or the amendment of a conflict of interest code within the meaning of Section 87306 if the terms of this regulation are substituted for terms of a conflict of interest code already in effect. A code so amended or adopted and promulgated requires the reporting of reportable items in a manner substantially equivalent to the requirements of article 2 of chapter 7 of the Political Reform Act, Sections 81000, et seq. The requirements of a conflict of interest code are in addition to other requirements of the Political Reform Act, such as the general prohibition against conflicts of interest contained in Section 87100, and to other state or local laws pertaining to conflicts of interest.

(b) The terms of a conflict of interest code amended or adopted and promulgated pursuant to this regulation are as follows:

(1) Section 1. Definitions.

The definitions contained in the Political Reform Act of 1974, regulations of the Fair Political Practices Commission (Regulations 18110, et seq.), and any amendments to the Act or regulations, are incorporated by reference into this conflict of interest code.

(2) Section 2. Designated Employees.

The persons holding positions listed in the Appendix are designated employees. It has been determined that these persons make or participate in the making of decisions which may foreseeably have a material effect on economic interests.

(3) Section 3. Disclosure Categories.

This code does not establish any disclosure obligation for those designated employees who are also specified in Section 87200 if they are designated in this code in that same capacity or if the geographical jurisdiction of this agency is the same as or is wholly included within the jurisdiction in which those persons must report their economic interests pursuant to article 2 of chapter 7 of the Political Reform Act, Sections 87200, et seq. In addition, this code does not establish any disclosure obligation for any designated employees who are designated in a conflict of interest code for another agency, if all of the following apply:

(A) The geographical jurisdiction of this agency is the same as or is wholly included within the jurisdiction of the other agency;

(B) The disclosure assigned in the code of the other agency is the same as that required under article 2 of chapter 7 of the Political Reform Act, Section 87200; and

(C) The filing officer is the same for both agencies.¹

Such persons are covered by this code for disqualification purposes only. With respect to all other designated employees, the disclosure categories set forth in the Appendix specify which kinds of economic interests are reportable. Such a designated employee shall disclose in his or her statement of economic interests those economic interests he or she has which are of the kind described in the disclosure categories to which he or she is assigned in the Appendix. It has been determined that the economic interests set forth in a designated employee's disclosure categories are the kinds of economic interests which he or she foreseeably can affect materially through the conduct of his or her office.

(4) Section 4. Statements of Economic Interests: Place of Filing.

The code reviewing body shall instruct all designated employees within its code to file statements of economic interests with the agency or with the code reviewing body, as provided by the code reviewing body in the agency's conflict of interest code.²

(5) Section 5. Statements of Economic Interests: Time of Filing.

(A) Initial Statements. All designated employees employed by the agency on the effective date of this code, as originally adopted, promulgated and approved by the code reviewing body, shall file statements within 30 days after the effective date of this code. Thereafter, each person already in a position when it is designated by an amendment to this code shall file an initial statement within 30 days after the effective date of the amendment.

(B) Assuming Office Statements. All persons assuming designated positions after the effective date of this code shall file statements within 30 days after assuming the designated positions, or if subject to State Senate confirmation, 30 days after being nominated or appointed.

(C) Annual Statements. All designated employees shall file statements no later than April 1. If a person reports for military service as defined in the Servicemember's Civil Relief Act, the deadline for the annual statement of economic interests is 30 days following his or her return to office, provided the person, or someone authorized to represent the person's interests, notifies the filing officer in writing prior to the applicable filing deadline that he or she is subject to that federal statute and is unable to meet the applicable deadline, and provides the filing officer verification of his or her military status.

(D) Leaving Office Statements. All persons who leave designated positions shall file statements within 30 days after leaving office.

¹ Designated employees who are required to file statements of economic interests under any other agency's conflict of interest code, or under article 2 for a different jurisdiction, may expand their statement of economic interests to cover reportable interests in both jurisdictions, and file copies of this expanded statement with both entities in lieu of filing separate and distinct statements, provided that each copy of such expanded statement filed in place of an original is signed and verified by the designated employee as if it were an original. See Section 81004.

² See Section 81010 and Regulation 18115 for the duties of filing officers and persons in agencies who make and retain copies of statements and forward the originals to the filing officer.

(5.5) Section 5.5. Statements for Persons Who Resign Prior to Assuming Office.

Any person who resigns within 12 months of initial appointment, or within 30 days of the date of notice provided by the filing officer to file an assuming office statement, is not deemed to have assumed office or left office, provided he or she did not make or participate in the making of, or use his or her position to influence any decision and did not receive or become entitled to receive any form of payment as a result of his or her appointment. Such persons shall not file either an assuming or leaving office statement.

(A) Any person who resigns a position within 30 days of the date of a notice from the filing officer shall do both of the following:

(1) File a written resignation with the appointing power; and

(2) File a written statement with the filing officer declaring under penalty of perjury that during the period between appointment and resignation he or she did not make, participate in the making, or use the position to influence any decision of the agency or receive, or become entitled to receive, any form of payment by virtue of being appointed to the position.

(6) Section 6. Contents of and Period Covered by Statements of Economic Interests.

(A) Contents of Initial Statements. Initial statements shall disclose any reportable investments, interests in real property and business positions held on the effective date of the code and income received during the 12 months prior to the effective date of the code.

(B) Contents of Assuming Office Statements. Assuming office statements shall disclose any reportable investments, interests in real property and business positions held on the date of assuming office or, if subject to State Senate confirmation or appointment, on the date of nomination, and income received during the 12 months prior to the date of assuming office or the date of being appointed or nominated, respectively.

(C) Contents of Annual Statements. Annual statements shall disclose any reportable investments, interests in real property, income and business positions held or received during the previous calendar year provided, however, that the period covered by an employee's first annual statement shall begin on the effective date of the code or the date of assuming office whichever is later, or for a board or commission member subject to Section 87302.6, the day after the closing date of the most recent statement filed by the member pursuant to Regulation 18754.

(D) Contents of Leaving Office Statements. Leaving office statements shall disclose reportable investments, interests in real property, income and business positions held or received during the period between the closing date of the last statement filed and the date of leaving office.

(7) Section 7. Manner of Reporting.

Statements of economic interests shall be made on forms prescribed by the Fair Political Practices Commission and supplied by the agency, and shall contain the following information:

(A) Investment and Real Property Disclosure. When an investment or an interest in real property³ is required to be reported,⁴ the statement shall contain the following:

1. A statement of the nature of the investment or interest;
2. The name of the business entity in which each investment is held, and a general description of the business activity in which the business entity is engaged;
3. The address or other precise location of the real property;
4. A statement whether the fair market value of the investment or interest in real property equals or exceeds \$2,000, exceeds \$10,000, exceeds \$100,000, or exceeds \$1,000,000.

(B) Personal Income Disclosure. When personal income is required to be reported⁵, the statement shall contain:

1. The name and address of each source of income aggregating \$500 or more in value, or \$50 or more in value if the income was a gift, and a general description of the business activity, if any, of each source;
2. A statement whether the aggregate value of income from each source, or in the case of a loan, the highest amount owed to each source, was \$1,000 or less, greater than \$1,000, greater than \$10,000, or greater than \$100,000;
3. A description of the consideration, if any, for which the income was received;
4. In the case of a gift, the name, address and business activity of the donor and any intermediary through which the gift was made; a description of the gift; the amount or value of the gift; and the date on which the gift was received;
5. In the case of a loan, the annual interest rate and the security, if any, given for the loan and the term of the loan.

(C) Business Entity Income Disclosure. When income of a business entity, including income of a sole proprietorship, is required to be reported⁶, the statement shall contain:

³ For the purpose of disclosure only (not disqualification), an interest in real property does not include the principal residence of the filer.

⁴ Investments and interests in real property which have a fair market value of less than \$2,000 are not investments and interests in real property within the meaning of the Political Reform Act. However, investments or interests in real property of an individual include those held by the individual's spouse and dependent children as well as a pro rata share of any investment or interest in real property of any business entity or trust in which the individual, spouse and dependent children own, in the aggregate, a direct, indirect or beneficial interest of 10 percent or greater.

⁵ A designated employee's income includes his or her community property interest in the income of his or her spouse but does not include salary or reimbursement for expenses received from a state, local or federal government agency.

⁶ Income of a business entity is reportable if the direct, indirect or beneficial interest of the filer and the filer's spouse in the business entity aggregates a 10 percent or greater interest. In addition, the disclosure of persons who are clients or customers of a business entity is required only if the clients or customers are within one of the disclosure categories of the filer.

1. The name, address, and a general description of the business activity of the business entity;

2. The name of every person from whom the business entity received payments if the filer's pro rata share of gross receipts from such person was equal to or greater than \$10,000.

(D) Business Position Disclosure. When business positions are required to be reported, a designated employee shall list the name and address of each business entity in which he or she is a director, officer, partner, trustee, employee, or in which he or she holds any position of management, a description of the business activity in which the business entity is engaged, and the designated employee's position with the business entity.

(E) Acquisition or Disposal During Reporting Period. In the case of an annual or leaving office statement, if an investment or an interest in real property was partially or wholly acquired or disposed of during the period covered by the statement, the statement shall contain the date of acquisition or disposal.

(8) Section 8. Prohibition on Receipt of Honoraria.

(A) No member of a state board or commission, and no designated employee of a state or local government agency, shall accept any honorarium from any source, if the member or employee would be required to report the receipt of income or gifts from that source on his or her statement of economic interests.

(B) This section shall not apply to any part-time member of the governing board of any public institution of higher education, unless the member is also an elected official.

(C) Subdivisions (a), (b), and (c) of Section 89501 shall apply to the prohibitions in this section.

(D) This section shall not limit or prohibit payments, advances, or reimbursements for travel and related lodging and subsistence authorized by Section 89506.

(8.1) Section 8.1. Prohibition on Receipt of Gifts in Excess of \$500.

(A) No member of a state board or commission, and no designated employee of a state or local government agency, shall accept gifts with a total value of more than \$500 in a calendar year from any single source, if the member or employee would be required to report the receipt of income or gifts from that source on his or her statement of economic interests.

(B) This section shall not apply to any part-time member of the governing board of any public institution of higher education, unless the member is also an elected official.

(C) Subdivisions (e), (f), and (g) of Section 89503 shall apply to the prohibitions in this section.

(8.2) Section 8.2. Loans to Public Officials.

(A) No elected officer of a state or local government agency shall, from the date of his or her election to office through the date that he or she vacates office, receive a personal loan from any officer, employee, member, or consultant of the state or local government agency in which the elected officer holds office or over which the elected officer's agency has direction and control.

(B) No public official who is exempt from the state civil service system pursuant to subdivisions (c), (d), (e), (f), and (g) of Section 4 of Article VII of the Constitution shall, while he or she holds office, receive a personal loan from any officer, employee, member, or consultant of the state or local government agency in which the public official holds office or over which the public official's agency has direction and control. This subdivision shall not apply to loans made to a public official whose duties are solely secretarial, clerical, or manual.

(C) No elected officer of a state or local government agency shall, from the date of his or her election to office through the date that he or she vacates office, receive a personal loan from any person who has a contract with the state or local government agency to which that elected officer has been elected or over which that elected officer's agency has direction and control. This subdivision shall not apply to loans made by banks or other financial institutions or to any indebtedness created as part of a retail installment or credit card transaction, if the loan is made or the indebtedness created in the lender's regular course of business on terms available to members of the public without regard to the elected officer's official status.

(D) No public official who is exempt from the state civil service system pursuant to subdivisions (c), (d), (e), (f), and (g) of Section 4 of Article VII of the Constitution shall, while he or she holds office, receive a personal loan from any person who has a contract with the state or local government agency to which that elected officer has been elected or over which that elected officer's agency has direction and control. This subdivision shall not apply to loans made by banks or other financial institutions or to any indebtedness created as part of a retail installment or credit card transaction, if the loan is made or the indebtedness created in the lender's regular course of business on terms available to members of the public without regard to the elected officer's official status. This subdivision shall not apply to loans made to a public official whose duties are solely secretarial, clerical, or manual.

(E) This section shall not apply to the following:

1. Loans made to the campaign committee of an elected officer or candidate for elective office.

2. Loans made by a public official's spouse, child, parent, grandparent, grandchild, brother, sister, parent-in-law, brother-in-law, sister-in-law, nephew, niece, aunt, uncle, or first cousin, or the spouse of any such persons, provided that the person making the loan is not acting as an agent or intermediary for any person not otherwise exempted under this section.

3. Loans from a person which, in the aggregate, do not exceed \$500 at any given time.

4. Loans made, or offered in writing, before January 1, 1998.

(8.3) Section 8.3. Loan Terms.

(A) Except as set forth in subdivision (B), no elected officer of a state or local

government agency shall, from the date of his or her election to office through the date he or she vacates office, receive a personal loan of \$500 or more, except when the loan is in writing and clearly states the terms of the loan, including the parties to the loan agreement, date of the loan, amount of the loan, term of the loan, date or dates when payments shall be due on the loan and the amount of the payments, and the rate of interest paid on the loan.

(B) This section shall not apply to the following types of loans:

1. Loans made to the campaign committee of the elected officer.
2. Loans made to the elected officer by his or her spouse, child, parent, grandparent, grandchild, brother, sister, parent-in-law, brother-in-law, sister-in-law, nephew, niece, aunt, uncle, or first cousin, or the spouse of any such person, provided that the person making the loan is not acting as an agent or intermediary for any person not otherwise exempted under this section.

3. Loans made, or offered in writing, before January 1, 1998.

(C) Nothing in this section shall exempt any person from any other provision of Title 9 of the Government Code.

(8.4) Section 8.4. Personal Loans.

(A) Except as set forth in subdivision (B), a personal loan received by any designated employee shall become a gift to the designated employee for the purposes of this section in the following circumstances:

1. If the loan has a defined date or dates for repayment, when the statute of limitations for filing an action for default has expired.

2. If the loan has no defined date or dates for repayment, when one year has elapsed from the later of the following:

- a. The date the loan was made.
- b. The date the last payment of \$100 or more was made on the loan.
- c. The date upon which the debtor has made payments on the loan aggregating to less than \$250 during the previous 12 months.

(B) This section shall not apply to the following types of loans:

1. A loan made to the campaign committee of an elected officer or a candidate for elective office.
2. A loan that would otherwise not be a gift as defined in this title.
3. A loan that would otherwise be a gift as set forth under subdivision (A), but on which the creditor has taken reasonable action to collect the balance due.

4. A loan that would otherwise be a gift as set forth under subdivision (A), but on which the creditor, based on reasonable business considerations, has not undertaken collection action. Except in a criminal action, a creditor who claims that a loan is not a gift on the basis of this paragraph has the burden of proving that the decision for not taking collection action was based on reasonable business considerations.

5. A loan made to a debtor who has filed for bankruptcy and the loan is ultimately discharged in bankruptcy.

(C) Nothing in this section shall exempt any person from any other provisions of Title 9 of the Government Code.

(9) Section 9. Disqualification.

No designated employee shall make, participate in making, or in any way attempt to use his or her official position to influence the making of any governmental decision which he or she knows or has reason to know will have a reasonably foreseeable material financial effect, distinguishable from its effect on the public generally, on the official or a member of his or her immediate family or on:

(A) Any business entity in which the designated employee has a direct or indirect investment worth \$2,000 or more;

(B) Any real property in which the designated employee has a direct or indirect interest worth \$2,000 or more;

(C) Any source of income, other than gifts and other than loans by a commercial lending institution in the regular course of business on terms available to the public without regard to official status, aggregating \$500 or more in value provided to, received by or promised to the designated employee within 12 months prior to the time when the decision is made;

(D) Any business entity in which the designated employee is a director, officer, partner, trustee, employee, or holds any position of management; or

(E) Any donor of, or any intermediary or agent for a donor of, a gift or gifts aggregating \$500 or more provided to, received by, or promised to the designated employee within 12 months prior to the time when the decision is made.

(9.3) Section 9.3. Legally Required Participation.

No designated employee shall be prevented from making or participating in the making of any decision to the extent his or her participation is legally required for the decision to be made. The fact that the vote of a designated employee who is on a voting body is needed to break a tie does not make his or her participation legally required for purposes of this section.

(9.5) Section 9.5. Disqualification of State Officers and Employees.

In addition to the general disqualification provisions of section 9, no state administrative official shall make, participate in making, or use his or her official position to influence any governmental decision directly relating to any contract where the state administrative official knows or has reason to know that any party to the contract is a person with whom the state

administrative official, or any member of his or her immediate family has, within 12 months prior to the time when the official action is to be taken:

(A) Engaged in a business transaction or transactions on terms not available to members of the public, regarding any investment or interest in real property; or

(B) Engaged in a business transaction or transactions on terms not available to members of the public regarding the rendering of goods or services totaling in value \$1,000 or more.

(10) Section 10. Disclosure of Disqualifying Interest.

When a designated employee determines that he or she should not make a governmental decision because he or she has a disqualifying interest in it, the determination not to act may be accompanied by disclosure of the disqualifying interest.

(11) Section 11. Assistance of the Commission and Counsel.

Any designated employee who is unsure of his or her duties under this code may request assistance from the Fair Political Practices Commission pursuant to Section 83114 and Regulations 18329 and 18329.5 or from the attorney for his or her agency, provided that nothing in this section requires the attorney for the agency to issue any formal or informal opinion.

(12) Section 12. Violations.

This code has the force and effect of law. Designated employees violating any provision of this code are subject to the administrative, criminal and civil sanctions provided in the Political Reform Act, Sections 81000-91014. In addition, a decision in relation to which a violation of the disqualification provisions of this code or of Section 87100 or 87450 has occurred may be set aside as void pursuant to Section 91003.

Note: Authority cited: Section 83112, Government Code. Reference: Sections 87103(e), 87300-87302, 89501, 89502 and 89503, Government Code.

APPENDIX A

<u>Designated Position</u>	<u>Disclosure Categories</u>
City Council Member	1
City Manager	1
City Clerk	2, 3, 4, 5
Deputy City Clerk	2, 3, 4, 5
City Attorney	1
Assistant City Attorney	2, 3, 4, 5
City Treasurer	1
Finance Director	2, 3, 4, 5
Director of Building and Planning	2, 3, 4, 5
Planning Commissioners	1
City Engineer	2, 3, 4, 5
Consultant	6

APPENDIX B

DISCLOSURE CATEGORIES

1. Disclosure is required on FPPC Form 700 pursuant to Government Code Section 87200. No additional disclosure is required by this Conflict of Interest Code.
2. Reportable interests in real property in the jurisdiction. (FPPC Form 700, Schedule B).
3. Reportable income, loans and business positions. (FPPC Form 700, Schedule C.)
4. Reportable investments. (FPPC Form 700, Schedules A-1 and A-2).
5. Reportable gifts and travel payments, advances and reimbursements. (FPPC Form 700, Schedules D and E).
6. For consultants who serve in a staff capacity with the City, the consultant shall disclose based on the disclosure categories assigned elsewhere in this Conflict of Interest Code for that staff position. For consultants who do not serve in a staff capacity for the City, the following disclosure categories shall be used:

Persons required to disclose in this category shall disclose pursuant to categories A, B, C and D below unless the City Manager determines in writing that a particular consultant is hired to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements in categories A, B, C and D. Such written determination shall include a description of the consultant's duties and, based upon that description, a statement of the extent of disclosure requirements. The City Manager's determination is a public record and shall be retained for public inspection in the same manner and location as this Conflict of Interest Code.

- A. Reportable interests in real property in the jurisdiction. (FPPC Form 700, Schedule B.)
- B. Reportable income, loans and business positions. (FPPC Form 700, Schedule C.)
- C. Reportable investments. (FPPC Form 700, Schedules A-1 and A-2.)
- D. Reportable gifts and travel payments, advances and reimbursements. (FPPC Form 700, Schedules D and E).



AGENDA **8**
ITEM NO. _____

CITY COUNCIL STAFF REPORT

DATE: APRIL 10, 2019

TO: HONORABLE MAYOR, AND MEMBERS OF THE CITY COUNCIL

FROM: DONALD WAGNER, INTERIM CITY ADMINISTRATOR

BY:  DAVID MANGO, DIRECTOR OF BUILDING AND PLANNING

RE: AUTHORIZATION TO PROCURE REQUEST FOR PROPOSALS (RFPS) FOR COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROJECT ADMINISTRATIVE SERVICES AND TECHNICAL ASSISTANCE FOR FISCAL YEARS (FY) 2019-2022

RECOMMENDATION

That the City Council approve the request to procure Request for Proposals (RFPs) for Community Development Block Grant (CDBG) Project Administrative Services and Technical Assistance for Fiscal Years (FY) 2019-2022.

FISCAL IMPACT

Project administrative and technical assistance services for the implementation of the CDBG Program will be fully funded with CDBG funds.

LEGAL REVIEW

The City Attorney has not reviewed this report.

BACKGROUND

The City of Maywood receives approximately \$396,631 annually in CDBG funds through a program established by the United States Department of Housing and Urban Development (HUD). These funds provide housing, economic and

community development opportunities which primarily benefit persons of low- and moderate-income levels and/or aid in the prevention or elimination of blighted conditions.

The CDBG Program is administered by the Los Angeles County Community Development Commission (LACDC), which is the agency the City of Maywood interacts with to coordinate overall program management.

In June 2016, the City issued a Request for Proposals (RFP) for consultant services to assist with the City's CDBG Program and other key program areas. The City has contracted with consultant staff to provide CDBG administrative and advisory services.

DISCUSSION

The LACDC has set term limits for CDBG Program professional services agreements up to a maximum number of years as determined by the City. The previous CDBG procurements for CDBG administrative services via an RFP occurred in May 2013 and June 2016. The term of the agreement for the CDBG project consultant – Diana Cho and Associates, will end on June 30, 2019.

The CDBG approved procurement process requires 30-days noticing. Staff will procure for CDBG project administrative and technical assistance services including the coordination, reporting, monitoring, evaluation, and contract and labor compliance of CDBG projects to meet the LACDC guidelines established through HUD. The procurement schedule is as follows:

04/10/2019:	City Council Authorization to Procure Request for Proposals
04/15/2019:	Issue Request for Qualifications
05/17/2019:	Request for Qualifications Due Date
06/12/2019:	Award of Contract (City Council Action)

Staff recommends that Council authorize staff to proceed with procurement of Request for Proposals.

ATTACHMENT

Attachment No. 1 - CDBG Project Administrative and Technical Assistance Services RFP

**REQUEST FOR PROPOSALS
FOR
CDBG PROJECT ADMINISTRATIVE AND
TECHNICAL ASSISTANCE SERVICES**



DUE DATE OF PROPOSALS:

FRIDAY, MAY 17, 2019, BY 10:00 A.M.

**CITY OF MAYWOOD
BUILDING AND PLANNING DEPARTMENT
ATTN: DAVID MANGO, DIRECTOR OF BUILDING
AND PLANNING
4319 E. SLAUSON AVENUE
MAYWOOD, CA 90270**

REQUEST FOR PROPOSAL

CITY OF MAYWOOD

The City of Maywood is requesting proposals from qualified individuals and/or firms for administration and implementation of the City's Community Development Block Grant (CDBG) program. The individuals or firm that is selected will be required to assign a representative to the City, who would be responsible for the requested services. This individual would be required to meet regularly with the City's representative as to the progress of their work as necessary to ensure proper implementation of services.

INSTRUCTION TO PROPOSERS

Proposal Requirements and Conditions:

A. GENERAL

The City of Maywood participates in the U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG) program through the County of Los Angeles Community Development Commission (LACDC). Under the County program, the City receives a yearly allocation of approximately \$396,631 in CDBG funds, which it uses to implement a variety of eligible projects. The City will be funding a Code Enforcement Program, Graffiti Removal Program and a public works project in Fiscal Year 2019-2020.

Due to staffing constraints, the City is seeking services from an experienced consulting firm for project administration and technical assistance services required for implementation of the CDBG program. The assistance to be provided will ensure the proper and timely expenditures of the program funds.

The City will be using CDBG funds to fund the services of the selected firm, and all applicable Federal and local regulations relative to the expenditures of such funds shall be adhered to.

The City assumes no responsibility for any costs incurred by a proposer in the preparation and/or presentation of a proposal in response to this request. To be considered, proposals shall be submitted to the City and completed in the manner and form indicated herein, showing the proposed price clearly and legibly. Proposals presented otherwise may not be considered. Proposals must be signed by the individual or an officer of the respondent authorized to bind the individual/firm to its provisions. All proposals, associated costs and agreements shall be considered valid and binding for a period of ninety (90) days after the proposal due date. All proposals submitted in response to this RFP shall become the property of the City of Maywood upon its receipt by the City and will not be returned.

Each proposal so submitted, must be filed prior to the time, and at the place, designated in the cover page. A proposal so presented, however, may be withdrawn by the proposer, provided the request therefore is made in writing, is signed by the proposer or his authorized representative, and is filed prior to the time fixed for the final filing of proposals. The withdrawal of a proposal does not prejudice the right of the proposer to file a new proposal, provided there is sufficient time to do so.

Proposers must satisfy themselves by personal examination of the proposed work and by such other means as they prefer as to the actual conditions and requirements of the work, and shall not at any time after submission of the proposal, dispute, complain, or assert that there was any misunderstanding in regard to the nature or scope of work to be done.

The City reserves the right to accept or reject any and all proposals received and reserves the right to waive technicalities where such action best serves the interests of the City. The City reserves the right to waive discrepancies, informalities and irregularities in the proposal process or to request additional information from any or all of the respondents for the purpose of ascertaining the most qualified individual/firm for the services requested. The City also reserves the right to withdraw this Request for Proposal without prior notice. The City makes no representation that any agreement will be awarded to any respondents as a result of having responded to this request and may decline to award an agreement at its sole discretion. The City is not liable for any pre-contractual expenses incurred by any proposer or successful proposer.

B. SCOPE OF WORK

The items to be included in the Scope of Work are indicated below. The list of items is not inclusive with new items being included based on unforeseen program changes initiated by the County and/or HUD. All work items will be carried out in conjunction with City staff input and review.

- Provide consultant services and assistance for the administration and implementation of the City's CDBG projects.
- Prepare Annual Planning Summary and CDBG project planning documents.
- Prepare Agreements to Implement Community Development Block Grant Programs with the County of Los Angeles Community Development Commission including Exhibit A documents, project descriptions and budgets.
- Prepare and process amendments to the Agreements to Implement for continuing projects.
- Coordinate with staff and gather all necessary documentation for Community Development Commission program monitoring and audit preparation.
- Monitor programs and prepare responses to monitoring and audit findings by the Community Development Commission and U. S. Department of Housing and Urban Development.
- Prepare and complete Community Development Commission and U. S. Department of Housing and Urban Development reports and documents. Provide assistance to staff to ensure the City is meeting LACDC and HUD criteria regarding program-reporting requirements.
- Prepare and complete all relevant City Council agenda reports and memoranda.
- Provide CDBG financial management assistance.

- Provide Labor and Contract Compliance and Section 3 monitoring for construction projects.
- Act as the City's liaison and representative to the County Community Development Commission.
- Ensure compliance with all applicable federal, state, and local laws and policies.

C. PROPOSAL CONTENT

The proposal must address the following four parts:

1. Technical

Describe the approach to be taken in addressing each of the items set forth in the Scope of Work. This is to include a listing of the specific task identified, as well as others you feel are required to properly implement the program. In addition, the proposer shall complete and provide with its proposal the Statement of Responsibility form included herein.

2. Management and Staffing

Describe the management and staffing configuration to be used to complete the Scope of Work. Resumes of proposed project personnel must be included. The proposal must indicate a staff representative to act as Project Manager, who will have primary responsibility for this entire project.

3. Prior Related Experience

Proposers must be thoroughly competent and capable of satisfactorily performing the work covered by the proposal. A description of the firm's related work experience should be indicated, particularly CDBG experience in dealing with the Los Angeles County Community Development Commission (LACDC), experience with a variety of CDBG projects and activities, Davis-Bacon requirements, and familiarity with CDBG, LACDC and HUD program requirements.

Provide references of at least three (3) recent and/or current clients for whom the proposer's firm has provided and/or is providing services, of a similar nature. Each reference shall include agency or organization name, contact person, title, telephone number, and summary of services performed (NOTE: the City of Maywood shall presume that the firm has no objection to the City contacting the listed clients to review the firm's current and/or past performance and determine client satisfaction).

4. Cost and Pricing

This section needs to include a detailed cost proposal including the proposed staff hourly rates, travel and additional project costs and expenses, if any, along

with a not to exceed amount covering the annual period of the agreement, including any extensions. Costs should include all services and materials if any, needed to perform the Scope of Work.

D. FACTORS FOR AWARD/EVALUATION CRITERIA

All proposals timely received shall be reviewed to verify that the proposal complies the minimum requirements and qualifications set forth in this RFP. Proposals that have not complied with the requirements, may be eliminated from further consideration at the discretion of the City.

The City will be the sole and exclusive judge of quality and compliance with proposal specifications in any of the matters pertaining to this RFP. The City reserves the right to award the contract(s) in any manner it deems to be in the best interest of the City and make the selection based on its sole discretion, notwithstanding the criteria set forth herein, including negotiating with one or more of the respondents for the same services.

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

Technical approach to Scope of Work
Experience of proposal personnel
Experience of firm
Cost

Proposals will be reviewed and evaluated by City staff. On-site interviews may be conducted. Recommendations will be forwarded to the City Council for final selection and consideration of award. An award of a contract occurs when the contract is approved by the Maywood City Council. Selection of a respondent with whom the City enters into contract negotiations with or a recommendation of an award by City staff does not constitute an award of a contract.

E. CONTRACT TYPE AND COMPLIANCE WITH CDBG REQUIREMENTS

Since this project is being funded with federal dollars, the selected firm will be required to enter into an agreement with the City, in the form approved by the City Attorney. The selected firm will be required to provide and maintain during the term of the agreement general liability, vehicle and workers compensation insurance and name the City as an additional insured. The agreement will require that the selected firm comply with all CDBG program requirements.

F. LENGTH OF AGREEMENT

The agreement for CDBG project administrative and technical assistance services will commence upon approval by City Council and run through June 30, 2020. At the sole discretion of the City, the agreement may be extended on an annual basis for an additional two (2) years through June 30, 2022.

G. DISQUALIFICATION OF PROPOSALS

More than one proposal for the same work from any individual, firm partnership, corporation or association under the same or different names will not be accepted; and

reasonable grounds for believing that any proposer is interested in more than one proposal for the work will be cause for rejecting all proposals in which such proposer is interested. Apparent collusion among proposers will likewise be sufficient cause for rejecting any or all bids, and the participants in such collusion may be barred from future bidding.

Proposals in which the prices are obviously unbalanced and those which are incomplete or show any alteration of form, erasures or irregularities of any kind, or contain and additions or conditional or alternate bids that are not called for or otherwise permitted, may be rejected.

GENERAL PROVISIONS

A. EXAMINATION OF REQUEST FOR PROPOSALS

The proposer is required to examine carefully the Scope of Work. It will be assumed that the proposer has thoroughly investigated the work to be completed and is satisfied as to the conditions to be encountered and as to the quality and quantities of work to be performed. The submission of a proposal shall be considered conclusive evidence that the proposer has made such examination.

B. PROPOSAL FORM

Interested and qualified individuals or firms must submit and deliver three (3) copies of their proposals by 10:00 a.m. on Friday, May 17, 2019 to the Maywood City Hall by mail or hand delivery. All proposals shall be submitted in sealed envelopes and clearly marked clearly "RFP for CDBG Project Administrative and Technical Assistance Services." All late or incomplete submittals will be rejected. No verbal or faxed submittals will be accepted. Submittals must be addressed to:

City of Maywood
Building and Planning Department
Attn: David Mango, Director of Building and Planning
4319 E. Slauson Avenue
Maywood, CA 90270

If additional information is required, please contact David Mango, Director of Building and Planning at (323) 562-5721.

A recommendation of award is anticipated to be submitted to the City Council at its regular meeting of Wednesday, June 12, 2019.

C. REJECTION OF PROPOSALS CONTAINING ALTERATIONS, ERASURES, OR IRREGULARITIES

Proposals may, at the City's option, be rejected if they contain any alterations, additions, conditional or alternatives, are incomplete, erasures or irregularities of any kind.

The City reserves the right to reject any and all proposals.

D. COMPLIANCE WITH APPLICABLE STATUTES, ORDINANCES, AND REGULATIONS

The proposer shall comply with all applicable Federal, State, County and City statutes, ordinances, and regulations, including filing a County of Los Angeles Lobbyist Certification form.

No person shall, on the grounds of race, color, sex, sexual orientation, religion, national or ethnic origin, familial status or disability be excluded from participating in, be denied the benefits of or be otherwise subjected to discrimination under the City of Maywood programs or by those with whom the City of Maywood contracts for services.

STATEMENT OF BUSINESS RESPONSIBILITY

Request for Proposals for CDBG Project Administrative and Technical Assistance Services

Name of Business: _____

Business Address: _____

Business Phone: _____ E-mail: _____

Business Classification (check all that apply):

____ Individual
____ Partnership

____ Corporation
____ Woman or Minority-owned (does not
require certification)

Name of Owner: _____

Federal/State ID or Social Security Number: _____

I have insurance as specified below: Yes: _____ No: _____

(Note: failure to indicate insurance as specified does not disqualify you from submittal or award. This information will be required prior to contract approval.)

- General Liability insurance of \$ _____ per occurrence;
- Professional Liability insurance in the amount of \$ _____
- Automobile Liability \$ _____ per accident
- Workers Compensation Insurance: Yes _____ No: _____

Broker Name: _____

Broker Phone: _____

Are claims pending against this insurance policy? Yes: _____ No: _____

During the past five years, have you been subject to bond forfeiture, litigation or claims above 10% of the project value? If yes, please attach an explanation. Yes: _____ No: _____

Has firm been in bankruptcy, reorganization or receivership in last 5 years? Yes: _____ No: _____

Has firm been disqualified by any public agency from public contracts? Yes: _____ No: _____

Is there any potential Conflict of Interest: Yes: _____ No: _____; If yes, explain.

If yes, identify any team member or firm employee who, during the preceding 12 months, was a Maywood official, officer or employee. In addition, disclose if firm or an employee of the firm has a business interest or a close family relationship with any Maywood official, officer or employee who was, is, or will be involved in the contractor selection, negotiation, drafting, signing, administration, or performance of the Contract. Notify Maywood herein of any such condition.



AGENDA 9
ITEM NO. _____

CITY COUNCIL STAFF REPORT

DATE: APRIL 10, 2019

TO: HONORABLE MAYOR, AND MEMBERS OF THE CITY COUNCIL

FROM: DONALD WAGNER, INTERIM CITY ADMINISTRATOR

BY: ROXANNE DIAZ, CITY ATTORNEY

RE: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MAYWOOD APPROVING THE AMENDED AND RESTATED LEASE AGREEMENT BETWEEN THE CITY OF MAYWOOD AND THE YOUNG MEN'S CHRISTIAN ASSOCIATION OF METROPOLITAN LOS ANGELES AND REPEALING RESOLUTION NO. 5929

RECOMMENDATION

Staff recommends that the City Council adopt the Resolution Approving the Amended and Restated Lease Agreement between the City and the Young Men's Christian Association of Metropolitan Los Angeles and Repeal Resolution No. 5929.

FISCAL IMPACT

Adopting the Resolution approving the Amended and Restated Lease will no fiscal impact as the monetary terms of the lease have not been revised. Adoption, however, will reduce the City's expenditure of legal fees related to the litigation matter of the YMCA v. City of Maywood, Case No. VC066796.

LEGAL REVIEW

The City Attorney drafted this report.

BACKGROUND

The City entered into a lease with the YMCA on March 15, 2013 for the use of the City's facilities known as the Maywood Community Center and Aquatic Center located at 4801 E. 58th Street in the City of Maywood. Since December 2017, the City has been involved in litigation with the YMCA regarding the existing lease. The City and the YMCA have agreed to settle the matter and as part of that settlement desire to enter into an Amended and Restated Lease.

DISCUSSION

The Amended and Restated Lease provides for the continuation of the existing services and programs by the YMCA at the current facilities. The lease provides for a 20 year term commencing on April 1, 2019 at the existing base monthly rent of \$1,500 a month. The original 10 year renewal option term has been amended to provide for two 5-year options. The Amended and Restated Lease has now been clarified that an accepted use of the auditorium at the Facilities will be to allow its use to schools and community organizations, however, there will be priority for senior center programming. Other amendments include the removal of obsolete language and the addition of language setting for the public purpose of the lease. The other core terms regarding insurance, indemnity, maintenance, utilities remain the same. The Resolution outlines the public purpose for entering into the Amended and Restated Lease and also repeals Resolution 5929, which was adopted in November 2017 and declared that there was no public purpose for the Lease.

ATTACHMENT(S)

Attachment No. 1 - Resolution with the Amended and Restated Lease as Exhibit A.

RESOLUTION NO. 6024

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MAYWOOD APPROVING THE AMENDED AND RESTATED LEASE AGREEMENT BETWEEN THE CITY OF MAYWOOD AND THE YOUNG MEN'S CHRISTIAN ASSOCIATION OF METROPOLITAN LOS ANGELES AND REPEALING RESOLUTION NO. 5929

A. The City of Maywood ("City") is the owner of certain real property located at 4801 E. 58th Street in the City of Maywood ("Real Property"). On March 15, 2013, the City and the Young Men's Christian Association of Metropolitan Los Angeles ("YMCA") entered into a written lease agreement to operate and use portions of the Real Property known as the Maywood Community Center and Aquatic Center ("Facilities") for the provision of recreational, social and other programs for the residents of the City and the surrounding areas ("Lease").

B. Notwithstanding the existence of the Lease, on November 22, 2017, the City Council adopted Resolution 5929 declaring the Lease to be terminated, based on a finding that the Lease served no public purpose or public benefit to the City. Subsequently, on December 22, 2017, the YMCA filed a complaint in Los Angeles Superior Court for Declaratory Relief and for a Preliminary and Permanent Injunction to enjoin the City from taking further action to terminate the lease and evict the YMCA ("Action"). The City filed a general denial and a cross-complaint against the YMCA ("Cross-Action").

C. The City and the YMCA desire to fully settle and resolve the Action and Cross-Action and enter into a settlement agreement as well as approving a new Amended and Restated Lease for the Real Property. In furtherance of these acts, the City Council desires to repeal Resolution 5929.

NOW, THEREFORE, the City Council of the City of Maywood, California, does hereby resolve, find, determine, and order as follows:

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

Section 2. Section 6 of Article XVI of the California Constitution prohibits the making of gifts "of any public money or thing of value to any individual, municipal or other corporation whatever" Commonly known as the "gift of public funds" doctrine, this constitutional limitation applies to a general law city, such as the City of Maywood. The determination of whether an appropriation of public funds or property is considered a gift of public funds, requires a court to determine whether the funds or the property are to be used for a public purpose of the agency making the expenditure. If the funds or the use

of the property serve a public purpose, there is no gift of public funds within the meaning of the California Constitution.

Section 3. In 2012, the City's financial position made it difficult for the City to provide its residents with recreational facilities, namely the operation of the City's Aquatic Center and the Community Center. In an effort to continue the operation of these facilities and provide a savings of approximately \$350,000 to the City, the City Council entered into a long-term lease with the YMCA for the continuation of the services at the Facilities as well as the provision of additional services and programs. The City Council finds that the physical, educational and mental well-being of its residents, including children and senior citizens, are of utmost importance to the City Council and further the public health, safety and welfare of the community. Recreational, educational and other programming at the Facilities provide a safe place for children, teens and seniors to gather and have a sense of community. In addition, such programs have been shown to assist with the reduction of crime. The Facilities also provide for health and fitness activities for all segment populations which assist in lowering the obesity rate. Accordingly, entering into the Amended and Restated Lease will further the goals of the City Council as to the well-being of its residents and will serve the public purpose of the City to allow it to provide recreational, educational and other programming and services to its residents that the City could not otherwise fund from its general fund.

Section 4. As stated in the Amended and Restated Lease, the goal of the Lease is to strengthen the community and surrounding areas by providing programs to its members and the general public for youth development, healthy living and social responsibility. By entering into this Lease, the City receives a substantial public benefit including but not limited to the following: (i) stabilizing the City's finances and increasing its organizational effectiveness and efficiency; (ii) bringing increased resources to the residents of the community and surrounding areas; (iii) increasing relevant and impactful programs and services to families in the community; (iv) providing employment opportunities for residents of the community and surrounding areas; and (v) providing financial assistance to help subsidize the cost of programs for all participants.

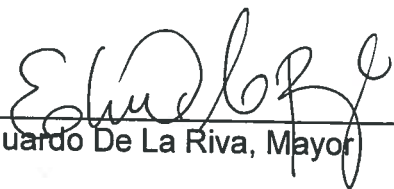
Section 5. The City Council finds that the public benefit that will result from the Amended and Restated Lease as provided for in this Resolution is sufficient consideration for the Lease between the City and the YMCA. (See, *People v. City of Long Beach*, 51 Cal. 2 875). Accordingly, the City Council hereby rescinds and repeals Resolution 5929 in its entirety.

Section 6. This City Council hereby approves the Amended and Restated Lease dated April 1, 2019 attached as Exhibit A to this Resolution. The City Council hereby directs the City Manager or his designee to cause to be recorded a Memorandum of Lease in the form approved by the City Attorney on the Real Property.

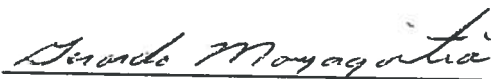
COPY

Section 7. The City Clerk shall certify to the passage and adoption of this Resolution and shall enter it into the book of original resolutions.

PASSED, APPROVED AND ADOPTED this 10th day of April 2019.


Eduardo De La Riva, Mayor

ATTEST:


Gerardo Mayagoitia, City Clerk

APPROVED AS TO FORM:


Roxanne Diaz, City Attorney

I, Gerardo Mayagoitia, City Clerk of the City of Maywood, do hereby certify that the foregoing Resolution was adopted at a regular meeting of the City Council of the City of Maywood held on the 10th of April, 2019 by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:


Gerardo Mayagoitia, City Clerk

EXHIBIT A
AMENDED AND RESTATED LEASE

AMENDED AND RESTATED LEASE AGREEMENT

**BETWEEN
CITY OF MAYWOOD
AND
YOUNG MEN'S CHRISTIAN ASSOCIATION (YMCA)
OF METROPOLITAN LOS ANGELES**

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AMENDED AND RESTATED LEASE AGREEMENT

THIS AMENDED AND RESTATED LEASE ("Lease" or "Agreement") is made and entered into this 1st day of April, 2019 ("Effective Date"), by and between THE CITY OF MAYWOOD, a municipal corporation ("Lessor"), and the YMCA of Metropolitan Los Angeles, a non-profit corporation ("Lessee"). This Lease combines, amends and restates the parties original lease dated March 15, 2013, in its entirety and shall govern and control as to all events, acts, omissions, liabilities and obligations first occurring, arising or accruing from and after the Effective Date.

RECITALS

- A. Lessor is the owner of the property located at 4801 E. 58th Street, Maywood, California (the "Real Property"). A site map of the Real Property and the legal description is attached as Exhibit "1", incorporated by this reference. The Real Property is comprised of a building containing approximately 30,800 square feet (the "Building"), an aquatic center containing approximately 9,850 square feet (the "Aquatic Center"), a baseball field located adjacent to the Building (the "Baseball Field"), a child development center (the "Child Development Center"), and all common areas and appurtenances thereto.
- B. Subject to the terms and conditions in this Lease, Lessor desires to lease to Lessee and Lessee desires to lease from Lessor the entirety of the rentable area of the Building (except for the Sherriff's Office and the Head Start Office [as such terms are defined below]) and the Aquatic Center, each as depicted on Exhibit "2" attached hereto and incorporated herein by this reference (the "Leased Premises").
- C. Lessor and Lessee are committed to promoting youth development, healthy living, and social responsibility.
- D. Lessor and Lessee recognize that the two organizations working together will result in an increase of impactful programs and services available to the community and surrounding areas.
- E. Lessor and Lessee will reasonably cooperate to explore alternative partnerships and funding sources to offset Lessee's operating costs to

provide programs and services to the community and surrounding areas. Lessor agrees to use its reasonable best efforts to assist Lessee to obtain additional funding to offset the Lessee's costs to operate the Building and Aquatic Center.

- F. This Lease is for a public purpose. Lessee's goal is to strengthen the community and surrounding areas by providing programs to its members and the general public for youth development, healthy living and social responsibility. By entering into this Lease, Lessor receives a substantial public benefit including but not limited to the following: (1) stabilizing the City of Maywood's finances and increasing its organizational effectiveness and efficiency; (2) bringing increased resources to the residents of the community and surrounding areas; (3) increasing relevant and impactful programs and services to families in the community; (4) providing employment opportunities for residents of the community and surrounding areas; and (5) providing financial assistance to help subsidize the cost of programs for all participants.

ARTICLE 1 INCORPORATION OF RECITALS

All of the recitals are incorporated herein by this reference.

ARTICLE 2 LEASED PREMISES

Lessor hereby leases the Real Property, commonly known as the Maywood Community Center and Aquatic Center, to Lessee, subject to the terms and conditions contained in this Lease.

ARTICLE 3 LEASE TERM

- A. Term. Lessor leases to Lessee the Real Property for a period (the "Lease Term") of twenty (20) years commencing on April 1, 2019 (the "Commencement Date").

At any time prior to the expiration of the Lease Term, Lessee may extend the Lease Term for up to two consecutive five (5) year terms. Lessee must not be in default under the terms of this Lease beyond the expiration of all applicable notice and cure periods at the time of such exercise of its renewal option. The Base Rent (as defined below) payable by Lessee during the Extended Terms shall be an amount equal to One Thousand Five Hundred Dollars (\$1,500) per month, plus a negotiable Consumer Price Index adjustment.

B. Lessee's Early Termination Right. Notwithstanding anything in the foregoing to the contrary, if Lessee determines, in Lessee's sole and absolute discretion, that the operation of the Leased Premises as a YMCA is no longer financially viable, Lessee shall have the right, upon no less than six (6) months' prior written notice to Lessor (the "Termination Notice"), to terminate this Lease. The Termination Notice shall designate therein the date upon which Lessee desires to terminate this Lease (the "Termination Date"). If Lessee delivers the Termination Notice to Lessor, then this Lease shall terminate effective as of the Termination Date.

C. Holdover. In the event Lessee continues in possession of the Leased Premises following a termination authorized by this Lease or after the expiration of the Lease Term, such possession will not be considered a renewal of this Lease. At Lessor's option, Lessor may either take legal action to remove Lessee from the Leased Premises in accordance with applicable law, or Lessee's holdover will be treated as a tenancy from month to month governed by the conditions and covenants contained in this Lease (or as otherwise required by law). During any holdover period, the Base Rent shall be increased so that it is equal to the product of (i) \$1,500 per month, multiplied by (ii) the percentage change in the Consumer Price Index ("CPI"), All Items, for All Urban Consumers in the Los Angeles-Anaheim-Riverside Area, promulgated by the Bureau of Labor Statistics of the U.S. Department of Labor, calculated from the year in which the Commencement Date occurred until the year in which the holdover period occurs.

ARTICLE 4

MONTHLY RENT

The base rent ("Base Rent") payable by Lessee for the Leased Premises under this Lease shall be payable in advance on the first day of each month in the sum of One Thousand Five Hundred Dollars (\$1,500) per month. All Base Rent shall be due and payable, in advance, to Lessor on or before the 1st day of every month of the Lease Term. In addition, as further consideration for Lessor's lease of the Leased Premises to Lessee, except as otherwise provided in this Lease, Lessee shall provide and pay for all maintenance, repairs, upkeep, utilities for interior of the Leased Premises, including but not limited to water, gas, electricity, telephone, pursuant to Article 12 and such other costs and expenses that are associated with the use and operation of the Leased Premises (it being agreed that Lessor shall be solely responsible, at Lessor's sole cost and expense, for repairing, maintaining and providing utilities to the portions of the Real Property which are other than the interior of the Leased Premises pursuant to Article 8(C)).

Payment of Base Rent shall be made payable to City of Maywood, and delivered to the City of Maywood, 4319 East Slauson Ave., Maywood, CA, 90270 to the attention of the Finance Director, or to any other place that Lessor may from time to time designate by no less than thirty (30) days' prior written notice to Lessee.

ARTICLE 5

LATE PAYMENT

Lessee agrees that if any payment of Base Rent is not made within fifteen (15) days after the due date therefore, Lessor will notify Lessee in writing and invoice Lessee a late charge fee equal to ten percent (10%) of the amount past due.

ARTICLE 6

USE AND LIMITATIONS ON USE

A. Limitation on Use of Leased Premises. Lessee's rights to use the Leased Premises will be subject to the following restrictions:

(1) The Leased Premises shall only be used by Lessee to offer recreational, health, social, educational, and cultural uses to YMCA members, community organizations, schools, and the general public, and to provide programs to interested parties in the City of Maywood and surrounding areas. Lessee shall not use the Leased Premises to engage in partisan political activity to promote, endorse, or campaign for the nomination or election of any individual to any public office; however, Lessee may allow the use of the Leased Premises as a forum for open public debate.

(2) Lessee shall not sublease any portion of the Leased Premises to any other party, and the Leased Premises shall not be used for any purpose other than as described in Article 6(A)(1) above without first obtaining the prior written consent of Lessor, which consent shall not be unreasonably withheld, conditioned or delayed.

(3) No modifications will be made to any fixtures in the Leased Premises, without first obtaining the prior written consent of the Lessor, which consent shall not be unreasonably withheld, conditioned or delayed; provided, however, that Lessee shall be permitted, without obtaining Lessor's consent, to modify any fixtures in the Leased Premises in accordance with YMCA brand and protocol.

(4) The Leased Premises shall not include the office in the Building occupied by the Los Angeles Sheriff's Department (the "Sherriff's Office").

(5) The Leased Premises shall not include the Baseball Field.

(6) The Leased Premises shall not include the office(s) in the Building occupied by Head Start (the "Head Start Office").

(7) The Leased Premises shall not include the Child Development Center.

B. Use of Leased Premises. Lessee shall provide membership programs and fee-based services, of the type it customarily provides, to the City of Maywood and

surrounding areas including, but not limited to, member swimming pool access and activities during the summer.

Upon reasonable prior notice and on a first-come, first-served basis, Lessee shall allow the auditorium room inside the Building to be used by outside community organizations, with senior center programming having a right of first refusal in scheduling the space. Scheduling for use of this space shall be in accordance with Lessee's scheduling practices and procedures. Community organizations and events using the space cannot conflict with the Lessee's programming or Core Values, nor be political or partisan in nature.

The City Manager (or his/her designee) shall be authorized to grant any approval, or to make any determination, in his or her reasonable discretion, as may be required to be made by Lessor under this section. Violation of any of the requirements of this Article 6(B) which continue beyond the expiration of all applicable notice and cure periods shall constitute a material breach of this Lease.

ARTICLE 7

PROHIBITED USES

Lessee will not commit or permit the commission of any acts in the Leased Premises, nor use or permit the use of the Leased Premises in any way that:

- (1) Materially increases the existing rates for or causes cancellation of any fire, casualty, liability, or other insurance policy carried by Lessor insuring the Real Property, the Building or its contents so long as Lessor has delivered to Lessee a copy of such insurance policies;
- (2) Violates or conflicts with any law, statute, ordinance, or governmental rule or regulation, whether now in force or hereinafter enacted, governing the Leased Premises;
- (3) Constitutes a nuisance under state or local law.

ARTICLE 8
CONDITION OF REAL PROPERTY; MAINTENANCE, REPAIR AND CAPITAL IMPROVEMENTS

A. Condition of Real Property, Building and Leased Premises. Upon the Commencement Date, (i) Lessor shall deliver to Lessee exclusive possession of the Leased Premises, and (ii) the Real Property, Building and Leased Premises and the systems and equipment serving the same shall be (A) in good working order and operating condition, (B) in compliance with all applicable laws, including without limitation the Americans With Disabilities Act, and (C) free from all defects (the "Delivery Condition").

B. Lessee Repairs. Except as otherwise provided in this Lease and except for those items which are Lessor's responsibility to repair and maintain pursuant to Article 8(C) below, Lessee shall, at its sole cost and expense, maintain the interior portions of the Leased Premises, including the interior security gates, interior ceilings, interior walls, entrances, signs, interior decorations, floor coverings, wall coverings, entry and interior doors, interior glass (including any plate glass), plumbing fixtures, light fixtures and bulbs, keys and locks, fire extinguishers and fire protection systems, and equipment and lines for water in the interior of the Premises, HVAC, gas, steam, sprinkler and mechanical facilities and other systems and equipment that exclusively serve the Leased Premises and are located within the interior of the Leased Premises, and any fixtures, furniture, furnishings and equipment situated in the interior of the Leased Premises, in first class condition with a high standard of cleanliness, and preserve the interior of the Leased Premises in the same condition, or better, as when received on the Commencement Date with subsequent improvements, normal wear and tear and casualty damage excepted. Lessee shall perform all repairs necessary to the interior of the Leased Premises, including all interior security gates, interior ceilings, interior walls, entrances, signs, interior decorations, floor coverings, wall coverings, entry and interior doors, interior glass (including any plate glass), plumbing fixtures, light fixtures and bulbs, keys and locks, fire extinguishers and fire protection systems, and equipment and lines for water in the interior of the Premises, HVAC, gas, steam, sprinkler and mechanical facilities and other systems and equipment that exclusively

serve the Leased Premises and are located within the interior of the Leased Premises, and any fixtures, furniture, furnishings and equipment situated in the interior of the Leased Premises, in order for the interior of the Leased Premises to be maintained in such conditions described in the immediately preceding sentence. All items which Lessee is required to maintain and repair pursuant to this Article 8(B) (other than items which constitute Lessee's personal property) shall be referred to herein individually as a "Lessee Repair Item" and collectively as "Lessee Maintenance/Repair Items".

Notwithstanding anything in the foregoing to the contrary, all repairs and maintenance with respect to any individual Lessee Maintenance/Repair Item which costs in excess of \$4,000 during the Lease Term shall be the responsibility of Lessor, and Lessor shall promptly perform such repairs and/or maintenance, at Lessor's sole cost and expense, following Lessee's request therefore, unless the need for such repairs was due to the intentional misconduct or gross negligence of Lessee; provided, however, that if and to the extent such costs with respect to any individual Lessee Maintenance/Repair Item exceed \$35,000 in the aggregate in any Fiscal Year (as defined below), Lessee shall reimburse Lessor for the portion of such costs which are in excess of \$35,000 in such Fiscal Year. As used herein, "Fiscal Year" shall mean the period from July 1 through and including June 30. The parties hereby expressly acknowledge and agree that the foregoing reimbursement obligation of Lessee shall not apply with respect to any costs incurred by Lessor in connection with its obligations under Article 8(C) below, regardless of the cost thereof. In addition, any maintenance and repair of the Lessee Maintenance/Repair Items which results from Lessor not having delivered the Leased Premises to Tenant in the Delivery Condition on the Commencement Date shall be the responsibility of Lessor, and Lessor shall promptly perform such repairs and/or maintenance, at Lessor's sole cost and expense (without reimbursement, regardless of the cost thereof), following Lessee's request therefore.

C. Lessor Responsibilities. Anything contained in Article 8(B) above to the contrary notwithstanding, at all times during the Lease Term, Lessor shall, at Lessor's sole cost and expense, repair and maintain in good order, condition and repair and in a manner generally consistent with the maintenance and repair standards of comparable facilities and otherwise in compliance with law, the structural portions of the Building

(including, without limitation, foundations, exterior walls, bearing walls, support beams, columns, shafts, elevator cabs and fire stairwells), the sewers servicing the Building, the exterior windows of the Building, the roof of the Building, the base, shell and core components of the Building, replacement of HVAC system (when and if required), the systems and equipment of the Building and Real Property located outside the Leased Premises (and inside the Leased Premises to the extent part of the base, shell and core), and the unsecured common areas and other portions of the Real Property. All items which Lessor is required to maintain and repair pursuant to this Article 8(C) shall be referred to herein individually as a "Lessor Repair Item" and collectively as "Lessor Repair Items".

D. Lessee Remedies for Lessor's Failure to Perform. If Lessor fails to perform any of its repair and maintenance obligations with respect to (i) any individual Lessee Repair Item which costs in excess of \$4,000 during the Lease Term as provided in Article 8(B) above, and/or (ii) any Lessor Repair Items as provided in Article 8(C) above, and such failure results in Lessee being unable to adequately use all or any portion of the Leased Premises for Lessee's intended use, then, in addition to any other rights or remedies Lessee may have at law and/or in equity, Lessee's obligation to pay Base Rent shall be abated until such time as such repair and/or maintenance is performed and Lessee is able to use such affected portion of the Leased Premises. In addition, if Lessor fails to commence and complete the performance of any such repair and maintenance obligations with respect to (a) any individual Lessee Repair Item which costs in excess of \$4,000 during the Lease Term as provided in Article 8(B) above, and/or (b) any Lessor Repair Items as provided in Article 8(C) above, and such failure continues for a period of sixty (60) days (or immediately in the case of an emergency or such longer period as may be required for major repairs that cannot be completed within such 60-day period), in addition to any other rights or remedies Lessee may have at law and/or in equity, Lessee shall have the right to elect to (1) terminate this Lease, or (2) perform such maintenance and repair obligation on behalf of Lessor, in which event Lessor shall reimburse Lessee for the costs of such maintenance and repair incurred by Lessee within sixty (60) days after Lessee's delivery to Lessor of a receipt therefore; if Lessor fails to so reimburse Lessee within such 60-day period,

Lessee may offset such costs against the Base Rent installment(s) which is next due and payable to Lessor.

ARTICLE 9

ALTERATIONS BY TENANT

No structural alteration, addition, or improvement to the Leased Premises will be made by Lessee without the written consent of Lessor, which consent shall not be unreasonably withheld, conditioned or delayed. Concurrently with requesting Lessor's consent to the proposed alteration, addition, or improvement, Lessee must submit to Lessor preliminary plans for the alteration, addition, or improvement. Lessor will, in its reasonable discretion, approve or disapprove the proposed alteration, addition, or improvement, within a reasonable period of time. If Lessor fails to affirmatively approve or disapprove the proposed alteration, addition, or improvement within thirty (30) days, the proposed alteration, addition, or improvement will be deemed approved. If Lessor disapproves the proposed alteration, addition or improvement, Lessor shall deliver to Lessee a detailed explanation for such disapproval. Lessee must obtain all necessary governmental permits required for any alteration, addition, or improvement approved by Lessor, and must comply with all applicable governmental law, regulations, ordinances, and codes. Any alteration, addition, or improvement made by Lessee after consent has been given, will at Lessor's option become the property of Lessor on the expiration or other earlier termination of this Lease; provided, however, that Lessor will have the right to require Lessee to remove the trade fixtures at Lessee's cost on termination of this Lease; provided further, however, that notwithstanding anything in the foregoing to the contrary, Lessor shall have no rights or interests in any YMCA brand fixtures or improvements. If Lessee is required by Lessor to remove the trade fixtures on termination of this Lease, Lessee must repair and restore any damages to the Leased Premises caused by such removal.

ARTICLE 10
MECHANICS' LIENS

If Lessee causes any alterations, additions, or improvements to be made to the Leased Premises, Lessee agrees to keep the Leased Premises free of liens for both labor and materials. If a lien is placed on the Leased Premises in connection with any construction, repair, or replacement work that Lessee may or must cause to be performed under this Lease, which results in a final judgment, Lessor may pay the amount of that judgment. Lessee must reimburse Lessor for the full amount paid within thirty (30) days after that amount is paid by Lessor; otherwise Lessee will be in default of this Lease.

ARTICLE 11
INSPECTION BY LESSOR

Upon no less than twenty-four (24) hours' prior written notice, Lessee will permit Lessor or Lessor's agents, or representatives, to enter the Leased Premises at all reasonable times, for the purpose of inspecting the Leased Premises to determine whether Lessee is complying with the terms of this Lease and for the purpose of performing any obligations of Lessor under this Lease which require Lessor to enter the Leased Premises.

ARTICLE 12
UTILITIES

Prior to the Commencement Date, Lessor shall, at Lessor's cost, cause the electricity, gas and water for the Leased Premises to be separately metered from the remainder of the Building and Real Property. Utilities for the Building and the Leased Premises shall be provided as follows:

- (a) Water. Maywood Mutual Water Company No. 3 will be responsible for providing water for the Building and the Leased Premises. Lessee will be responsible for paying for 100% of all water usage for the Leased Premises as determined by separate meters installed by Lessor, at

Lessor's cost, prior to the Commencement Date as provided above, it being agreed that Lessee shall have no responsibility for the costs of any water for portions of the Real Property which are not part of the Leased Premises.

- (b) Gas and Electricity. Lessee will pay 100% of all gas and electricity charges for the Leased Premises as determined by separate meters installed by Lessor, at Lessor's cost, prior to the Commencement Date as provided above, it being agreed that Lessee shall have no responsibility for the costs of any gas, electrical or other utilities for portions of the Real Property which are not part of the Leased Premises.
- (c) Sewer. Lessor will pay all sewer costs for the Real Property, including the Leased Premises.
- (d) Trash Disposal. Lessor will be responsible for the cost of trash disposal for the Real Property, including the Leased Premises.
- (e) Security & Fire. All costs incurred related to the monitoring of the Building's security and fire alarm system will be shared equally between Lessee and Lessor.
- (f) Other Utilities. All other utilities for the Leased Premises, such as cable television, for which Lessee contracts shall be paid for by Lessee.

ARTICLE 13 INSURANCE

Lessee will procure and maintain throughout the Lease Term, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the Lessee's operations and occupation and use of the Leased Premises in the amounts and types provided below. Lessee will provide current evidence of the required insurance in a form reasonably acceptable to the Lessor and will provide replacement evidence for any required insurance which expires prior to the expiration or termination of this Lease.

Nothing in this section will be construed as limiting in any way, the Indemnification and Hold Harmless clause contained herein in Article 14 of this Lease, or the extent to which Lessee may be held responsible for payments of damages to persons or property.

A. Minimum Scope and Limits of Insurance. Lessee will be required to maintain the following levels of insurance coverage:

(1) **Liability Insurance.** Lessee will maintain commercial general liability insurance with a minimum limit of \$1,000,000 per occurrence, and \$2,000,000 in the aggregate. Such insurance will include coverage for products and completed operations, contractual liability and personal injury.

(2) **Casualty Insurance.** A standard form policy or policies of fire and extended coverage casualty insurance on Lessee's furniture, fixtures, equipment and other personal property in the Leased Premises (it being understood and agreed that Lessor shall, at Lessor's sole cost and expense, obtain and maintain a standard form policy or policies of fire and extended coverage casualty insurance on the Real Property, including the Building, with coverage limited not less than the full replacement cost of the Real Property, including the Building).

(3) **Workers' Compensation and Employers' Liability Insurance.** Lessee will maintain workers' compensation insurance as required by the State of California and employers' liability insurance with limits of not less than \$1,000,000 each accident.

B. Deductibles and Self-Insured Retentions

Any deductible applicable to those coverages set forth above shall be commercially reasonable.

C. Endorsements

The required insurance policies will contain or be endorsed to contain the following provisions:

(1) **General Liability**

The City of Maywood, its elected or appointed officials, officers, employees, agents and volunteers are to be covered as an additional insured, with respect to liability arising out of Lessee's operation or the ownership; occupancy, maintenance or use of the Leased Premises.

(2) General Liability and Casualty Insurance

This insurance is primary insurance as respects Lessor, its officers, employees, agents and volunteers, to at least the per occurrence limits required herein, and applies separately to each insured against whom a suit is brought or a claim is made. Any insurance or self-insurance maintained by Lessor, its officers, employees, agents and volunteers will be excess of this insurance and will not contribute with it.

(3) Waiver and Subrogation.

Lessor and Lessee agree to have their respective insurance companies issuing property insurance waive any rights of subrogation that such companies may have against Lessor or Lessee, as the case may be.

(4) All Coverages.

Each insurance policy required by this clause will be endorsed to state that coverage will not be canceled, or substantially reduced in coverage or limits, except after thirty (30) days notice has been given to Lessee (ten (10) days' for non-payment of premium).

D. Acceptability of Insurers

All required insurance will be self-insured or placed with insurers acceptable to Lessor with current BEST'S ratings of no less than A-, Class VII. Workers' compensation insurance may be placed with the California State Compensation Insurance Fund. All insurers will be licensed by or hold admitted status in the State of California.

E. Verification of Coverage

Lessee will furnish Lessor with certificates of insurance which bear original signatures of authorized agents and which reflect insurers names, policy numbers, coverages, and limits. Lessor reserves the right to request insurer addresses, deductibles or self insured retentions. Additionally, Lessee will furnish certified copies of all policy endorsements required herein. All certificates and endorsements must be received before Lessee occupies Leased Premises.

ARTICLE 14
INDEMNIFICATION

(a) Except as provided in Article 14(c) below, Lessor shall not be liable to Lessee, and Lessee hereby waives all claims against Lessor, for any injury or damage to any person or property in or about the Leased Premises or any part of the Real Property by or from any cause whatsoever.

(b) Lessee shall indemnify and hold Lessor harmless from, and defend Lessor against, any and all claims or liability for any injury or damage to any person or property whatsoever occurring in the Leased Premises or any part of it, and occurring in, on, or about any common areas of the Building when that injury or damage was caused in part or in whole by the negligence or willful misconduct of Lessee.

(c) Notwithstanding the provisions of Article 14(a) above to the contrary, the assumption of risk and release by Lessee set forth in Article 14(a) above shall not apply to any losses, costs, expenses, damages and liabilities to the extent resulting from the negligence or willful misconduct of Lessor, its officers, agents, employees, and independent contractors (collectively, the "Excluded Claims"). In addition, Lessee's indemnity of Lessor in Article 14(b) above shall not apply to: (i) any Excluded Claims; (ii) any loss of or damage to Lessor's property to the extent Lessor has waived such loss or damage pursuant to the waiver of subrogation in this Lease; or (iii) lost profits, loss of business or other consequential damages suffered by Lessor. In addition, Lessor shall indemnify, defend, protect and hold Lessee and Lessee' officers, agents, employees, and independent contractors harmless from and against all such Excluded Claims.

Lessor's indemnity of Lessee in Article 14(b) above shall not apply to: (A) any loss of or damage to Lessee's property to the extent Lessee has waived such loss or damage pursuant to the waiver of subrogation in this Lease; or (B) lost profits, loss of business or other consequential damages suffered by Lessee.

ARTICLE 15 DESTRUCTION

(a) If the Leased Premises, the Building or the Real Property is damaged or destroyed by any cause, then subject to Lessee's rights set forth in Article 15(b) below, Lessor shall repair it at Lessor's sole cost and expense, and the rent payable under this Lease shall be abated for the time and to the extent Lessee is prevented from occupying the Leased Premises.

(b) Notwithstanding the foregoing, if the damage cannot be reasonably repaired within one hundred eighty (180) days after the date of such damage, each party shall have the right to terminate this Lease by giving the other party written notice of the termination.

(c) A notice from either party to terminate this Lease under this section must be given no later than three months after the event causing the destruction or damage. Upon the effective date of the termination neither party will have any further obligation to each other with respect to this Lease, except as specifically provided herein or as otherwise required by law.

ARTICLE 16 ASSIGNMENT AND SUBLETTING

Under no circumstances will Lessee encumber, assign, sublet, or otherwise transfer this Lease, any right or interest in this Lease, or any right or interest in the Leased property without first obtaining the express written consent of Lessor, which consent shall not be unreasonably withheld, conditioned or delayed; provided, however, that Lessee shall have the right to assign this Lease or sublease all or any portion of the Leased Premises to an affiliate of Lessee. A consent by Lessor to one assignment,

subletting, or occupation and use by another person shall not be deemed to be a consent to any subsequent assignment, subletting, or occupation and use by another person. Any encumbrance, assignment, transfer, or subletting without the prior written consent of Lessor, whether voluntary or involuntary, by operation of law or otherwise, is void and shall, at the option of Lessor, terminate this Lease.

ARTICLE 17

ACTS CONSTITUTING BREACH BY LESSEE

The following shall constitute a default under and a breach of this Lease by Lessee:

(a) The nonpayment of rent when due, when the nonpayment continues for three business days after written notice to pay rent or surrender possession of the Leased Premises has been given by Lessor to Lessee; provided however, that any such notice will be in lieu of, and not in addition to, any notice required under the unlawful detainer statutes, California Code of Civil Procedure Section 1161 et seq.

(b) A failure to perform any provision, covenant, or condition of this Lease, other than one for the payment of rent, when that failure is not cured within thirty (30) days after written notice of the specific failure is given by Lessor to Lessee; provided however, that any such notice will be in lieu of, and not in addition to, any notice required under the unlawful detainer statutes, California Code of Civil Procedure Section 1161 et seq.;

(c) The abandonment or vacation of the Leased Premises before expiration of the term of this Lease;

(d) A receiver is appointed to take possession of all or substantially all of Lessee's property located at the Leased Premises or of Lessee's interest in this Lease, when possession is not restored to Lessee within thirty days;

(e) Lessee makes a general assignment for the benefit of creditors;

(f) The execution, attachment, or other judicial seizure of substantially all of Lessee's assets located at the Leased Premises or of Lessee's interest in this Lease, when the seizure is not discharged within thirty (30) days; or

(g) The filing by or against Lessee of a petition to have Lessee adjudged a bankrupt or of a petition for reorganization or arrangement under the federal bankruptcy law (unless, in the case of a petition filed against Lessee, it is dismissed within 60 days).

ARTICLE 18

LESSOR'S REMEDIES

If Lessee breaches or is in default under this Lease and such breach or default continues beyond all applicable notice and cure periods, Lessor, in addition to any other remedies given Lessor by law or equity, may:

(a) Continue this Lease in effect by not terminating Lessee's right to possession of the Leased Premises and thereby be entitled to enforce all Lessor's rights and remedies under this Lease including the right to recover the rent specified in this Lease as it becomes due under this Lease; or

(b) Terminate this Lease and all rights of Lessee under the Lease and recover from Lessee:

(1) The worth at the time of award of the unpaid rent that had been earned at the time of termination of the Lease;

(2) The worth at the time of award of the amount by which the unpaid rent that would have been earned after termination of the Lease until the time of award exceeds the amount of rental loss that Lessee proves could have been reasonably avoided;

(3) The worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of rental loss that Lessee proves could be reasonably avoided; and

(4) Any other amount necessary to compensate Lessor for all detriment proximately caused by Lessee's failure to perform Lessee's obligations under this lease; or

(c) In lieu of, or in addition to, bringing an action for any or all of the recoveries described in subparagraph (b) of this paragraph, bring an action to recover and regain possession of the Leased Premises in the manner provided by the California law of unlawful detainer then in effect.

ARTICLE 19

RIGHT OF FIRST OFFER

During the Lease Term, Lessee shall have the right of first offer to lease the Baseball Field, the Child Development Center, the Sherriff's Office and/or the Head Start Office (each individually, a "ROFO Space") in accordance with the provisions of this Article 19. Immediately prior to each time during the Term that Lessor intends to lease, license or otherwise permit any entity (governmental or otherwise) to operate in or at a ROFO Space, Lessor shall deliver to Lessee written notice (the "ROFO Notice") stating that the applicable ROFO Space is available for lease by Lessee. Lessee shall have thirty (30) days after Lessee's receipt of the ROFO Notice to deliver to Lessor written notice (the "ROFO Election Notice") electing to either (i) lease the applicable ROFO Space on all of the terms and conditions set forth in this Lease, which ROFO Election Notice shall designate Lessee's desired commencement date for such applicable ROFO Space, or (ii) not lease the applicable ROFO Space. If Lessee does not deliver the ROFO Election Notice within such 30-day period, then Lessee shall be deemed to have elected not to lease the applicable ROFO Space. If Lessee timely delivers the ROFO Election Notice electing to lease the applicable ROFO Space, then subject to Lessor's approval, Lessee shall lease the applicable ROFO Space on all of the terms and conditions set forth in this Lease and for a mutually agreed upon additional Base Rent effective from and after the desired commencement date designated by Lessee in the ROFO Election Notice. Nothing set forth in this Article 19 requires Lessor to lease any ROFO Space to Lessee.

ARTICLE 20
WAIVER OF BREACH

The waiver by either party of any breach by the other party of any of the provisions of this Lease shall not constitute a continuing waiver or a waiver of any subsequent default or breach by the breaching party either of the same or a different provision of this Lease.

ARTICLE 21
NOTICES

Except as otherwise expressly provided by law, any and all notices or other communications required or permitted by this Lease or by law to be served on or given to either party to this Lease by the other party shall be in writing, and shall be deemed duly served and given when personally delivered to the party to whom it is directed or any managing employee of that party or, in lieu of personal service, when deposited in the United States mail, first-class postage prepaid, addressed to City of Maywood at 4319 East Slauson Ave., Maywood, California, 90270, or to Lessee at YMCA of Metropolitan Los Angeles, 625 South New Hampshire, Los Angeles, California 90005. Either party may change its address for purposes of this paragraph by giving written notice of the change to the other party in the manner provided in this paragraph.

ARTICLE 22
ATTORNEY'S FEES

If any litigation is commenced between the parties to this Lease concerning the Leased Premises, this Lease, or the rights and duties of either in relation to the Leased Premises or the Lease, the party prevailing in that litigation shall be entitled, in addition to any other relief granted, to a reasonable sum as and for its attorneys' fees in the litigation, which shall be determined by the court in that litigation or in a separate action brought for that purpose.

ARTICLE 23
BINDING ON HEIRS AND SUCCESSORS

This Lease shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of the parties, but nothing in this paragraph shall be construed as a consent by Lessor to any assignment of this Lease or any interest therein by Lessee.

ARTICLE 24
SOLE AND ONLY AGREEMENT

This instrument constitutes the sole and only full, final, and complete agreement between Lessor and Lessee respecting the Leased Premises or the leasing of the Leased Premises to Lessee, and correctly sets forth the obligations of Lessor and Lessee to each other as of its date. Any agreements or representations respecting the Leased Premises or their leasing by Lessor to Lessee not expressly set forth in this instrument are null and void. All prior negotiations between the parties are subsumed into this Lease to the extent they have been agreed to, and if not agreed to by the parties such negotiations are not set forth in the terms and conditions of this Lease. This Lease may not be extended, amended, modified, altered, or changed, except in a writing signed by Lessor and Lessee.

ARTICLE 25
TAXES AND ASSESSMENTS

This Lease may create a possessory Interest which is subject to the payment of taxes levied on such interest. It is understood and agreed that all taxes and assessments (including but not limited to said possessory interest tax) which become due and payable upon the Leased Premises or upon fixtures, equipment, or other property installed or constructed thereon, will be the full responsibility of the Lessee, and Lessee will cause said taxes and assessments to be paid promptly.

ARTICLE 26

LESSEE'S RIGHT TO USE COMMON AREAS; PARKING

(a) If Lessee abandons or quits the Leased Premises or is dispossessed thereof by process of law, then title to any personal property belonging to Lessee and left on the Leased Premises for a period of at least thirty (30) days after such event shall be deemed to have been transferred to Lessor. In the event that such personal property is deemed transferred to Lessor as provided in the immediately foregoing sentence, Lessor will have the right to remove and to dispose of such property without liability therefore to Lessee or to any person claiming under Lessee, and will have no need to account therefore.

(b) Lessee shall have the non-exclusive right, together with other tenants of the Building and Real Property, to those areas of the Building and Real Property which are designated as common areas. In addition, during Lessee's normal operating hours for the Leased Premises, Lessee shall have the exclusive right, free of charge, to use the parking spaces located directly west of the Building as depicted in Exhibit "2" attached. In no event shall Lessor remove, relocate, restrict or otherwise reduce any of the Existing Exclusive Parking Spaces during the Lease Term.

ARTICLE 27

SURRENDER

Upon the expiration or earlier termination of this Lease, Lessee agrees to yield and peaceably deliver possession of the Leased Premises to Lessor.

ARTICLE 28

AUTHORITY OF LESSEE

Each individual executing this Lease on behalf of Lessee represents and warrants that he is duly authorized to execute and deliver this Lease on behalf of Lessee, in accordance with all governing laws, rules, regulations and by-laws, and that this Lease is binding upon Lessee. Each individual executing this Lease on behalf of Lessor represents and warrants that he or she is duly authorized to execute and deliver

this Lease on behalf of Lessor, in accordance with all governing laws, rules, regulations and by-laws, and that this Lease is binding upon Lessor.

ARTICLE 29

PUBLIC RECORDS

Any and all written or electronic information, document or record submitted to or obtained by Lessor from Lessee or any other person or entity having to do with or related to this Lease or the Leased Premises, either pursuant to this Lease or otherwise, at the option of Lessor, may be treated as a public record which will be made open to the public for inspection or copying pursuant to the California Public Records Act (Government Code Section 6250, etc.) as now in force or hereafter amended, or any Act in substitution thereof. Lessee hereby waives, for itself, its agents, employees, subtenants and any person claiming by through or under Lessee, any right or claim that such information is not a public record or that the same is a trade secret or confidential, or not subject to inspection by the public, including without limitation reasonable attorneys' fees and costs.

ARTICLE 30

RELATIONSHIP OF PARTIES

The relationship of the parties hereto is that of Lessor and Lessee, and it is expressly understood and agreed that Lessor is not, and will not in any way or for any purpose become, a partner of Lessee in the conduct of Lessee's business. This Lease and any related documents will under no circumstances constitute a joint venture or partnership between Lessor and Lessee. The provisions of this Lease and the agreements relating to rent payable hereunder are included solely for the purpose of providing a method by which rental payments are to be measured and ascertained.

ARTICLE 31

COOPERATION BETWEEN PARTIES

Lessee and Lessor will cooperate with each other in all respects, in their respective operations at the Real Property.

ARTICLE 32
HAZARDOUS MATERIALS

(a) Contamination Subsequent to the Effective Date

As used herein the term "Hazardous Material" means any hazardous or toxic substance, material or waste which is or shall become regulated by any governmental entity, including without limitation, Lessor acting in its governmental capacity, the State of California or the United States Government.

Lessee will not cause or permit any "Hazardous Materials," hereinafter defined, to be brought upon, kept or used in or about the Leased Premises in violation of law. If Lessee breaches the obligations stated herein, or if contamination of the Leased Premises by Hazardous Materials otherwise occurs as a result of or in connection with Lessee's occupation of the Leased Premises, then Lessee will indemnify, defend and hold Lessor harmless from any and all claims, judgments, damages, penalties, fines, costs, liabilities or losses (including without limitation, diminution in value of the Leased Premises, damages for the loss or restriction on use of rentable or usable space or any amenity of the Leased Premises, damages arising from any adverse impact on marketing of space in the Leased Premises or the Building, and sums paid in settlement of claims, attorneys fees, consultant fees and expert witness fees) which arise during or after the Lease Term as a result of such contamination, if any.

This indemnification includes without limitation, costs incurred by Lessor in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work required by any federal, state, local or legal governmental entity because of Hazardous Material being present in the soil or ground water or under the Leased Premises due to Hazardous Materials brought upon, kept or used in or about the Leased Premises in violation of law. Lessee will promptly take all actions at its sole cost and expense as are necessary to clean, remove and restore the Leased Premises to its condition prior to the introduction of such Hazardous Material by Lessee, provided Lessee will first have obtained Lessor's reasonable approval and the approval of any necessary governmental entities.

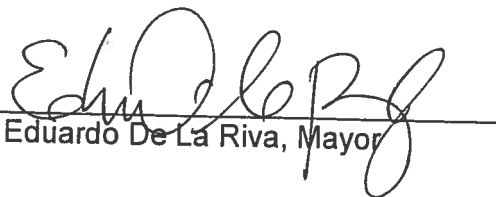
(b) Pre-Existing Contamination

Lessee will not be held liable, nor will Lessee be required to indemnify Lessor for any loss or damage sustained as a result of pre-existing Hazardous Material located on or near the Leased Premises, Building or Real Property. Therefore, Lessor hereby agrees to indemnify, defend and hold Lessee harmless from any and all claims, judgments, damages, penalties, fines, costs, liabilities or losses, known or unknown, arising from any pre-existing soil contamination or other preexistence of any Hazardous Material on or under the Leased Premises, Building or Real Property prior to the Commencement Date, or otherwise caused by Lessor, including but not limited to any sums paid in settlement of claims, attorneys fees, consultant fees and expert witness fees which arise during or after the Lease Term and as a result of such pre-existing contamination, if any. Lessor hereby represents and warrants to Lessee that as of the Effective Date, neither the Leased Premises, Building nor Real Property contain any Hazardous Materials.

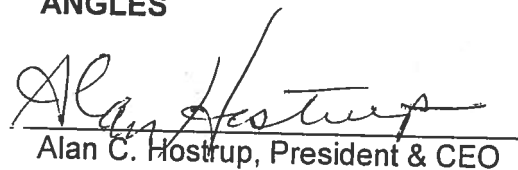
EXECUTED on April 24, 2019 at Los Angeles, Los Angeles County, California.

IN WITNESS WHEREOF, the Parties hereto have caused this Lease to be duly executed with all the formalities required by law on the respective dates set forth opposite their signatures.

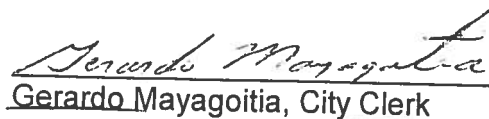
CITY OF MAYWOOD


Eduardo De La Riva, Mayor

**YMCA METROPOLITAN OF LOS
ANGLES**


Alan C. Hostrup, President & CEO

ATTEST:


Gerardo Mayagoitia, City Clerk

APPROVED AS TO FORM:

A handwritten signature in black ink, appearing to read 'Roxanne', is written over a horizontal line.

Roxanne Diaz, City Attorney

EXHIBIT 1

SITE MAP OF PROPERTY

Legal Description:

Parcel 2 of Parcel Map No. 24236, in the City of Maywood, County of Los Angeles, State of California, as per Parcel Map recorded in Book 273, Pages 44 and 46 of Parcel Maps, in the Office of the County Recorder of said County
Together with that portion of said Parcel 1 described as follows:
Beginning at a point in the northerly line of said Parcel distant South 82°47'16" West, 41.88 feet from the most northerly northeasterly corner thereof, thence South 85°23'31" West, 63.48 feet to the westerly line of said Parcel 1.

Except that portion of said Parcel 2 described as follows:

Beginning at the most northerly northeasterly corner of said Parcel 1 of said Parcel Map, thence along the northerly line of said parcel, North 82°47'16" West, 41.88 feet; thence North 81°00'30" East, 28.78 feet to the northeasterly line of said Parcel 2; thence along said line, South 38°56'30" East, 30.00 feet to the Point of Beginning.

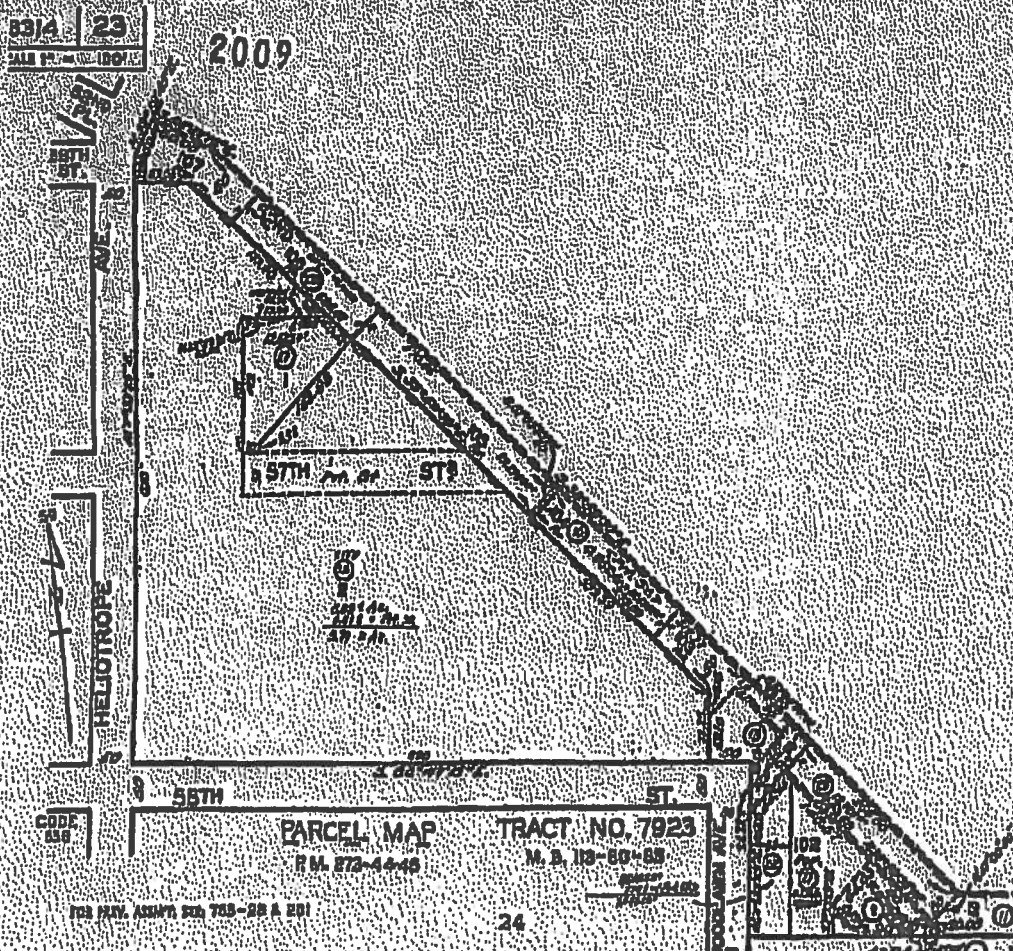
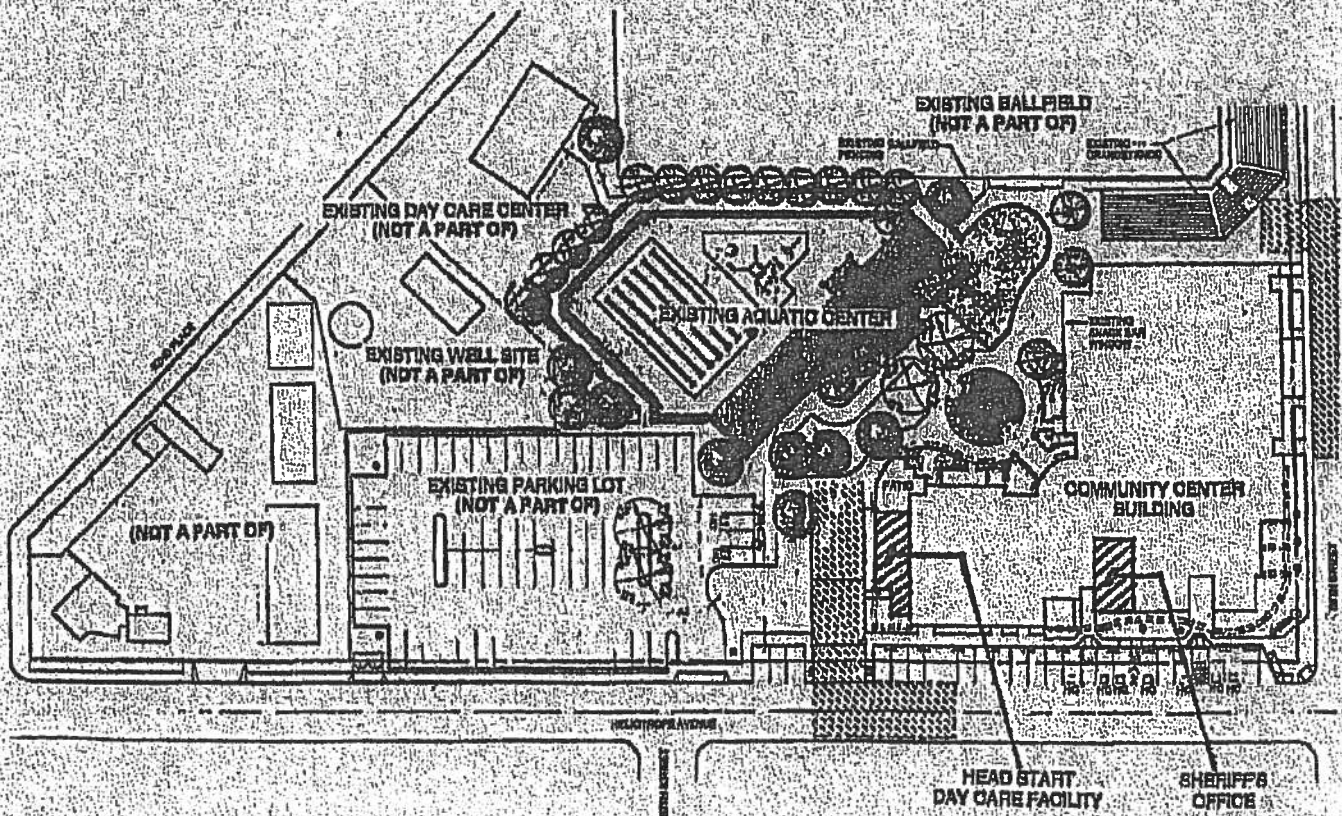


EXHIBIT 2
Depiction of Leased Premises

MAYWOOD ACTIVITY CENTER

4801 EAST 88TH STREET
CITY OF MAYWOOD
CALIFORNIA



SITE PLAN





AGENDA 11
ITEM NO. _____

CITY COUNCIL STAFF REPORT

DATE: APRIL 10, 2019
TO: HONORABLE MAYOR, AND MEMBERS OF THE CITY COUNCIL
FROM: DONALD WAGNER, INTERIM CITY ADMINISTRATOR
BY: OFELIA MANCERA, FINANCE DIRECTOR
RE: FISCAL YEAR 2019-20 BUDGET DEVELOPMENT CALENDAR

RECOMMENDATION

Staff recommends the City Council receive and file this proposed schedule for the Fiscal Year 2019-20 Budget Development Calendar.

FISCAL IMPACT

None

LEGAL REVIEW

The City Attorney has reviewed this report.

BACKGROUND

Strategic Planning Framework and Budget Process

In order to provide an orderly process for strategic planning that includes budget forecasting, adoption of broad City goals and annual fiscal year objectives, and to tie the objectives to the annual budget process, Staff has prepared the Fiscal year 2019-20 Budget Calendar presented with this report.

The City has not formally adopted a Strategic Planning and Budget Calendar over the past several years. Staff has prepared an annual calendar that incorporates the strategic planning and budget discussions in a methodical way establishing the foundation of a Budget development that links the City's long term goals, initiatives and programs while prepares to address the impending CalPERS increases and looks at economic development opportunities and revenue sources.

DISCUSSION

The purpose of this Calendar is to inform Council and the community of the planned dates for important work on the City's goals and objectives, advisory body/staff work plans, joint meetings with advisory bodies, adoption of the budget, and more.

With regard to the budget, process, the calendar calls for a budget study session to provide City Council with an overall financial picture for the City and allow for review of each department's proposed budgets and consideration of adjustments, as necessary, to balance the budget. Council then has a regular meeting in June to formally consider and adopt the annual budget.

ATTACHMENT(S)

Attachment No. 1 – Budget Development Calendar

FY 2019-20 Budget Development Budget Calendar

DATE	MEETING	TOPIC	LOCATION
April 10, 2019 7:00 PM	Council Meeting	FY 2019-20 Budget Calendar Presentation	Council Chambers
April 24 , 2019 7:00 PM	Council Meeting	Discussion of FY 2019-20 Goals and Objectives	Council Chambers
May 8, 2019 5:00 PM	Study Session	FY 2019-20 Budget/CIP Discussion	Council Chambers
June 12, 2019 7:00 PM	Council Meeting	FY 2019-20 Budget Adoption Public Hearing on Budget	Council Chambers
February 12, 2020 7:00 PM	Council Meeting	FY 2019-20 Mid Year Budget Review Public Hearing on Budget	Council Chambers



AGENDA 12
ITEM NO. _____

CITY COUNCIL STAFF REPORT

DATE: APRIL 10, 2019

TO: HONORABLE MAYOR, AND MEMBERS OF THE CITY COUNCIL

FROM: DONALD WAGNER, INTERIM CITY ADMINISTRATOR

BY: ROXANNE DIAZ, CITY ATTORNEY

RE: DISCUSSION OF SMOKING IN PUBLIC PLACES AND PARKS
AND AN ORDINANCE AMENDING CHAPTER 42 OF THE
MUNICIPAL CODE RELATED TO SMOKING PROHIBITED IN
PARKS DURING YOUTH ACTIVITIES AND MAKING A FINDING
OF EXEMPTION UNDER THE CALIFORNIA ENVIRONMENTAL
QUALITY ACT

RECOMMENDATION

Staff recommends that the City Council discuss and provide direction regarding any further regulations regarding smoking in public places or parks; and introduce the ordinance entitled "An Ordinance of the City Council of the City of Maywood Amending Chapter 42 of the Maywood Municipal Code Related to Smoking Prohibited in Parks During Youth Activities and Making a Finding of Exemption Under the California Environmental Quality Act" by title only and waive further reading of the ordinance.

FISCAL IMPACT

There is no fiscal impact to adopt the ordinance.

LEGAL REVIEW

The City Attorney drafted this report.

BACKGROUND

The City's smoking regulations were last reviewed in 2004. Since that time, smoking encompasses much more than cigarettes and tobacco and includes electronic cigarettes, hookah pipes and marijuana. The proposed ordinance updates the definition of "smoke" and "smoking" to ensure that it captures other forms of smoking which are now commonplace.

DISCUSSION

As the City Council is aware, almost all indoor places of employment in California are now required to be smoke free under state law. As for outdoor spaces, there are a number of state laws to prevent secondhand smoke including laws that prohibit smoking within 25 feet of a tot lot or playgrounds and 250 feet of youth sports events. State law also prohibits smoking inside a public building, and in any outdoor area within 20 feet of a main exit/entrance or operable window of a public building. As it relates to cannabis, state law prohibits the smoking of cannabis in public places. To provide some context on the breadth of state laws regulating secondhand smoke, the nonprofit organization Change Lab Solutions publishes a comprehensive report on "Tobacco Laws Affecting California." An excerpt of that report related to laws regulating "secondhand smoke" is provided as Attachment A to this report for the City Council's review.

Currently, the Maywood Municipal Code regulates smoking in two separate chapters: Chapter 10 of Title 4 requires tobacco retailers to obtain a regulatory license and Chapter 42 of Title 5 prohibits the smoking within 25 feet of any youth activity or of a "no smoking" sign in or upon any park, playground or recreation center in the City.

Notwithstanding the numerous state laws, many cities have adopted ordinances that regulate or completely ban smoking in a manner not inconsistent with state law. For example, a number of our neighboring cities have adopted ordinances prohibiting smoking in all public places (City of Bell) or prohibiting smoking in public parks and recreational facilities (City of Bell Gardens).

For the City Council's consideration is a proposed ordinance that updates the definition of smoking to broaden the definition to include the operation of electronic cigarettes as well as update the definition of tobacco products. Also the ordinance expands the requirement that tobacco waste be deposited in a receptacle for that purpose to include some waste. As it pertains to cannabis, the prohibition is already covered under state law but the definition of smoking does include the smoking of cannabis. These provisions apply only to the Chapter that prohibits smoking in parks during youth activities.

The proposed ordinance, however, does not expand the scope of the prohibition. It is possible that smoking can occur in City parks at times where there are no youth activities or in places where there are no signs prohibiting smoking. Accordingly, the City Council may wish to discuss these policy matters and provide appropriate direction to staff regarding the prohibition or regulation of smoking in parks or other similar facilities or in other public places in the City.

ATTACHMENT(S)

Attachment No. 1 - Secondhand Smoking Laws in California

Attachment No. 2 - Ordinance No. 19-01



SECONDHAND SMOKE

Secondhand Smoke

1. WORKPLACES

California Labor Code Section 6404.5

SCOPE: It is against the law to smoke, including the use of electronic smoking devices, in an enclosed space at a place of employment or owner-operated business. No employer or owner-operated business shall knowingly or intentionally permit smoking in an enclosed space. *Enclosed space* includes covered parking lots, lobbies, lounges, waiting areas, elevators, stairwells, and restrooms that are a structural part of the building. A place of employment is any place where employees or owner-operators carry on their work.

An employer or owner-operator who permits any nonemployee access to his or her place of employment on a regular basis must take reasonable steps to prevent smoking by any nonemployee, as specified.

Note: This law applies to places of employment at any time of day or night, regardless of whether any employees are present. Legis. Counsel of Cal. Op. 16332, Question No. 18 (May 12, 1995).

Note: A business constitutes a “place of employment” if employment of any kind is carried on at the business location, whether the employment is carried on by employees, by individuals who are employed by someone other than the business owner, or by the business owner himself or herself.

Note: In many cases, volunteers may be considered employees for the purposes of determining whether a space is a place of employment. For instance, a person who provides unpaid services but who receives some other kind of benefit from these services (such as reduced-price admission) may be considered an employee. Legis. Counsel of Cal. Op. 24807, Question No. 3 (Dec. 20, 1997).

Note: Local governments may impose and enforce their own smoking restrictions if they apply to areas not covered by state law. *City of San Jose v. Dep’t of Health Services*, 66 Cal. App. 4th 35, 44 (1998). However, to the extent that state law currently prohibits smoking in an enclosed place of employment, a local government may only enforce the state law (and not a similar local law).

EXCEPTION: The following places are exempt from the smoking ban:

1. Up to 20% of hotel and motel guest rooms.

Note: Hotels and motels may choose to be 100% smokefree.

2. Retail or wholesale tobacco shops (businesses whose main purpose is the sale of tobacco products, including electronic smoking devices) and private smokers’ lounges (any enclosed area, in or attached to a retail or wholesale tobacco shop, dedicated to tobacco use, including the use of electronic smoking devices).

Note: Businesses that serve alcoholic beverages do not qualify for this exception. Cal. Atty. Gen. Op. No. 09-507 (Dec. 21, 2011).

3. Cabs of trucks or tractors, if nonsmoking employees are not present.
4. Theatrical production sites, if smoking is an integral part of the story.
5. Medical research and treatment sites, if smoking is integral to the research and treatment being conducted.
6. Private residences except for those licensed as family day care homes (where smoking is prohibited pursuant to Section 1596.795 of the Health and Safety Code).
7. Patient smoking areas in long-term health facilities.

ENFORCEMENT: This section may be enforced by local law enforcement agencies, including local health departments, as determined by the local governing body. The enforcement agency may refer the violation to the California Occupational Safety and Health Administration (Cal/OSHA) for further enforcement; however, Cal/OSHA is not required to respond to a complaint until after a third conviction under Labor Code Section 6404.5. In addition, under Labor Code Section 2699, an aggrieved employee or former employee may bring a civil action if Cal/OSHA fails to act upon a complaint.

PENALTY: Violators are guilty of an infraction and subject to a fine of up to \$100 for a first violation, \$200 for a second violation within 1 year, and \$500 for a third or subsequent violation within 1 year.

Note: Cal/OSHA's fines are potentially much greater; Cal/OSHA has fined a violator over \$50,000.

2. MULTIUNIT RESIDENCES

California Labor Code Section 6404.5

SCOPE: The workplace smoking prohibitions in Labor Code Section 6404.5 apply to the indoor common areas of apartment and condominium complexes (including, for example, hallways, stairwells, laundry rooms, and recreation rooms) if these areas are places of employment (see entry 1 for a summary of Labor Code Section 6404.5). Smoking includes the use of electronic smoking devices.

Note: An indoor common area may be a place of employment if *any* employment is carried on at the property, even if the employment is carried on by the property owner or by individuals who are employed by someone other than the property owner. Cal. Atty. Gen. Op. No. 12-901 (Dec. 20, 2013). Thus, this law may apply to common areas if the property has any individual who works on the property at any time (eg, manager, security guard, or maintenance worker), regardless of whether the individual is the property owner, is employed directly by the property owner, or is employed by a separate business that the property owner hires to perform services.

Note: Landlords and condominium associations may adopt policies further restricting where residents smoke. Such policies could prohibit smoking in indoor and outdoor common areas as well as in individual units.

Secondhand Smoke

Note: Tenants or condominium owners with certain disabilities relating to smoke sensitivity may have other legal remedies available to address the problem of drifting smoke entering their units (see entries 123-126 for more information on remedies available to people with disabilities).

ENFORCEMENT: See entry 1 for a summary of how the Labor Code may be enforced.

PENALTY: See entry 1 for penalties available under the Labor Code.

California Civil Code Section 1947.5

SCOPE: A landlord may prohibit the smoking of cigarettes or other tobacco products, including electronic smoking devices, on the property or in any portion of the building.

Note: Landlords who exercise their authority to prohibit smoking remain subject to all federal, state, and local laws regarding changes to the terms of a lease or rental agreement for all leases or rental agreements that were entered into before the smokefree policy was adopted (eg, notice requirements, local rent ordinances, etc.). If a landlord prohibits smoking anywhere on the property, any lease or rental agreement entered into on or after January 1, 2012, must include a provision specifying where smoking is prohibited. For a lease or rental agreement entered into before January 2012, a prohibition against smoking in any portion of the property where smoking was previously allowed constitutes a change of the terms of tenancy, requiring adequate notice in writing.

Note: This law explicitly permits local governments to pass ordinances, regulations, and policies that prohibit smoking or tobacco product use, including the use of electronic smoking devices, in residential dwellings.

ENFORCEMENT: Not applicable.

PENALTY: Not applicable.

3. PUBLIC HOUSING

24 Code of Federal Regulations Sections 965.651–965.655

SCOPE: Federal law prohibits the use of certain “prohibited tobacco products” in all public housing living units and interior areas. This prohibition also applies to any outdoor area within 25 feet of public housing and administrative office buildings. Public Housing Authorities (PHAs) must amend their PHA plans and resident lease agreements by July 30, 2018. Further, PHAs may make the entire property smokefree.

Note: This law defines “prohibited tobacco products” as items that involve the ignition and burning of tobacco leaves (eg, cigarettes, cigars, and pipes) and water pipes (hookahs). The law does not apply to electronic smoking devices. Public housing includes low-income housing and all necessary accessory buildings (eg, community facilities) assisted under the US Housing Act of 1937.

EXCEPTION: Public housing does not include mixed-finance projects or assisted units under Section 8 housing. The law does not apply to smokeless tobacco, electronic smoking devices, or cannabis products.

Note: PHAs are not required to provide designated smoking areas. If a PHA establishes a designated smoking area, the area may be partially enclosed but cannot be located in any area where smoking is prohibited (eg, within 25 feet of an administrative office building).

Note: The law provides PHAs significant flexibility to implement its requirements. PHAs may elect to prohibit the use of electronic smoking devices and other noncombustible tobacco products. PHAs may also decide whether to establish a designated smoking area, extend the 25-foot buffer zone around buildings, or make the entire property smokefree.

ENFORCEMENT: Enforcement of this law will occur through specific lease provisions. PHAs are encouraged to use a graduated enforcement scheme, using eviction only as a last resort. PHAs are also encouraged to post signs and partner with community-based organizations to provide cessation support.

PENALTY: PHA plans and lease provisions will establish specific penalties. PHAs are encouraged to use eviction only as a last resort.

Note: California currently has pending legislation, AB 62, to make this regulation state law. The bill as proposed would include electronic smoking devices. Available here http://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=201720180AB62.

4. STATE, COUNTY, AND CITY BUILDINGS

California Government Code Sections 7596–7598

California Education Code Section 89031

SCOPE: Smoking, including the use of electronic smoking devices, is prohibited:

- Inside a public building, which is a building owned and occupied, or leased and occupied, by the state, a county, a city, or a California community college district
- In an outdoor area within 20 feet of a main exit, entrance, or operable window of a public building
- In a passenger vehicle owned by the state

This law explicitly permits local governments and campuses (eg, a campus of the University of California, the California State University, or the California community college system) to pass more restrictive ordinances, regulations, and policies.

Note: The workplace smoking restrictions in California Labor Code Section 6404.5 also apply (see entry 1).

EXCEPTION: The smoking prohibition does not apply to private living areas of public buildings (such as dormitories) or to the parking areas of covered public parking lots. Smoking may be allowed in any outdoor area of a public building unless otherwise prohibited by state or

Secondhand Smoke

local law and a sign describing the prohibition is posted by the state, county, or city agency, or other appropriate entity.

ENFORCEMENT: The governing bodies of the University of California, the California State University, and each community college district have the authority to enforce their requirements by citation and fine. If a campus exercises its enforcement and fine authority, it must (and a campus of the University of California may) post signs stating its tobacco use policy and inform employees and students of the policy.

Furthermore, the trustees of the California State University may establish rules and regulations for the governance and maintenance of the university's buildings and grounds.

PENALTY: The governing bodies of the University of California, the California State University, and each community college district may impose a fine for each offense, with the amount to be determined by the local governing body. Funds shall be allocated to include, but not be limited to, the designated enforcement agency, education and promotion of the policy, and tobacco cessation treatment options. The civil penalty shall not exceed \$100.

Violations or attempted violations of the rules and regulations governing and maintaining the buildings and grounds of California State University constitute misdemeanors.

5. CERTIFIED FARMERS' MARKETS

California Health and Safety Code Section 114371(f)

SCOPE: Smoking, including the use of electronic smoking devices, is prohibited within 25 feet of the common commerce area of a certified farmers' market. The *common commerce area* is comprised of sales personnel and shopping customers of the certified farmers' market.

ENFORCEMENT: Health enforcement officers are authorized to enforce this law and related regulations under Health and Safety Code Section 114390 *et seq.*

PENALTY: Violators are guilty of a misdemeanor, and each offense is punishable by a fine of \$25 to \$1,000 and/or by imprisonment for no more than 6 months. For violations by employees, or at shared facilities, each owner, manager, or operator may be held responsible.

6. TOT LOTS AND PLAYGROUNDS

California Health and Safety Code Section 104495

SCOPE: Smoking, including the use of electronic smoking devices, is prohibited within 25 feet of a playground or tot lot sandbox area. The disposal of tobacco-related waste, such as cigar and cigarette butts, in these areas is also prohibited. A *playground* is defined as a park or recreational area specifically designed for use by children that has play equipment installed. This includes facilities located on public or private school grounds or on city, county, or state park grounds. A tot lot sandbox area is a play area within a public park designated for

use by children under 5 years of age. The law allows local governments to pass and enforce stricter laws.

EXCEPTION: The law does not apply to public sidewalks within 25 feet of a playground or tot lot sandbox area.

ENFORCEMENT: Local law enforcement agencies have the general authority to enforce this law under California Penal Code Section 830.1.

PENALTY: Violators are guilty of an infraction and subject to a fine of \$250 per violation.

7. YOUTH SPORTS EVENTS

California Health and Safety Code Section 104495

SCOPE: The use of tobacco products, including electronic smoking devices, is prohibited within 250 feet of a youth sports event when the user is located in the same park or facility where a youth sports event is taking place. A youth sports event is any practice, game, or related activity, organized by any entity, at which athletes up to 18 years of age are present.

ENFORCEMENT: Local law enforcement agencies have the general authority to enforce this law under California Penal Code Section 830.1.

PENALTY: Violators are guilty of an infraction and subject to a fine of \$250 per violation.

8. SCHOOLS

California Health and Safety Code Section 104559

SCOPE: California law prohibits the use of tobacco and nicotine products, including electronic nicotine delivery devices, at all times in county offices of education, in buildings owned or leased by a charter school or school district, on school or school district property, and in school or school district vehicles. School districts, charter schools, and county offices of education shall prominently display signs stating "Tobacco Use Is Prohibited" at all entrances to school property.

Note: The workplace smoking restrictions in California Labor Code Section 6404.5 also apply (see entry 1). When a school is housed in a government-owned or government-leased building, the smoking restrictions in California Government Code Sections 7596–7598 also apply (see entry 4).

Note: See entries 19 and 20 for summaries of tobacco possession and use restrictions relating to schools.

ENFORCEMENT: Not applicable.

20 United States Code Section 6083

SCOPE: It is illegal under federal law to permit smoking within any indoor facility utilized for kindergarten, elementary, or secondary education or library services for children.

Secondhand Smoke

Note: The workplace smoking restrictions in California Labor Code Section 6404.5 also apply (see entry 1).

Note: See entries 19 and 20 for summaries of tobacco possession and use restrictions relating to schools.

ENFORCEMENT: The U.S. Department of Education is authorized to enforce this law.

Note: A school or library may use its general power over its property to enforce no-smoking rules against visitors and its general power over its terms of employment to enforce no-smoking rules against employees. A school may use its normal disciplinary powers to enforce no-smoking rules against students.

PENALTY: Violators may be liable for a civil penalty of up to \$1,000 for each violation and/or may be subject to an administrative compliance order. Each day a violation continues constitutes a separate violation.

9. DAY CARE FACILITIES

California Health and Safety Code Sections 1596.795, 1596.890

SCOPE: California law prohibits smoking, including the use of electronic smoking devices, on the premises of a licensed day care center and in a licensed family day care home (eg, a day care for children based in the home of the provider) at all times, including non-business hours. The law allows for more stringent local laws.

Note: The workplace smoking restrictions in California Labor Code Section 6404.5 also apply (see entry 1).

ENFORCEMENT: This law may be enforced by the California Department of Social Services or by local law enforcement agencies.

PENALTY: Violators are guilty of a misdemeanor punishable by a \$1,000 fine and/or imprisonment for no more than 180 days.

20 United States Code Section 6083

SCOPE: It is illegal under federal law to permit smoking within any indoor facility that is used for federally funded health care, day care, or Head Start services for children or that is used by the employees of the provider of such services.

Note: The workplace smoking restrictions in California Labor Code Section 6404.5 also apply (see entry 1).

EXCEPTION: This law does not apply to any private residence or to areas used for inpatient hospital treatment for drug or alcohol addiction.

Note: California Health and Safety Code Section 1596.795 prohibits smoking in family day care homes.

ENFORCEMENT: The U.S. Department of Education is authorized to enforce this law.

Note: The facilities covered by this law may use their general power over their property to enforce no-smoking rules against visitors and their general power over their terms of employment to enforce no-smoking rules against employees.

PENALTY: Violators may be liable for a civil penalty of up to \$1,000 for each violation and/or may be subject to an administrative compliance order. Each day a violation continues constitutes a separate violation.

10. FOSTER HOMES

California Health and Safety Code Section 1530.7

SCOPE: Smoking, including the use of electronic smoking devices, is prohibited in group homes, foster family agencies, small family homes, transitional housing placement providers' facilities, resource family homes, and crisis nurseries licensed pursuant to the California Community Care Facilities Act.

Indoor smoking is prohibited in foster family homes and certified family homes. When a child is present, outdoor smoking within these facilities is also prohibited. Moreover, a foster care provider shall not smoke in any vehicle regularly used to transport the child or children in foster care.

ENFORCEMENT: The California Department of Social Services is authorized to enforce this law.

PENALTY: Violation may result in the denial or revocation of a certificate of approval for a certified family home or other disciplinary action against the certified or prospective foster parent.

11. SMOKING IN VEHICLES WITH CHILDREN

California Health and Safety Code Sections 118947–118949

SCOPE: It is illegal to smoke, including the use of electronic smoking devices, in any motor vehicle in which a minor is present, regardless of whether the vehicle is in motion or at rest.

ENFORCEMENT: A law enforcement officer may not stop a vehicle for the sole purpose of determining whether the driver is violating this prohibition.

PENALTY: Violation of this section is an infraction punishable by a fine not exceeding \$100 per violation.

12. PUBLIC TRANSIT SYSTEMS

California Health and Safety Code Sections 118925–118945

SCOPE: Smoking, including the use of electronic smoking devices, is prohibited on public transportation systems and in any vehicle of an entity receiving transit assistance from the state. A notice prohibiting smoking, displayed as a symbol and in English, must be posted in

Secondhand Smoke

such vehicles or aircraft, in addition to other sign posting requirements. The law allows for more restrictive local laws.

Note: The workplace smoking restrictions in California Labor Code Section 6404.5 also apply (see entry 1).

ENFORCEMENT: Local law enforcement agencies have the general authority to enforce this law under Penal Code Section 830.1.

PENALTY: Violators are guilty of an infraction and subject to a fine of up to \$125 for a first or second violation and up to \$200 for a third or subsequent violation.

Note: The issuing agency must allow installment or deferred payments if the total amount owed is \$200 or more and the person can show satisfactory evidence of inability to pay. Further, if the person is under 18 years of age or can show evidence of inability to pay, the issuing agency must allow performance of community service instead of payment.

EXCEPTION: The issuing agency does not have to allow community service if the person has had more than 3 violations for which community service was previously allowed and he or she did not complete the community service. However, the person must have been provided with a community service placement and enough time to complete the required hours.

Note: A person may not be cited for both a violation for this law and a violation under California Penal Code Section 640.

California Public Utilities Code Section 99580(b)(4)

California Penal Code Section 640

SCOPE: Smoking, including the use of electronic smoking devices, is not allowed on public transportation in areas where it is prohibited by that system.

Note: The workplace smoking restrictions in California Labor Code Section 6404.5 also apply (see entry 1).

ENFORCEMENT: Local law enforcement agencies have the general authority to enforce this law under California Penal Code Section 830.1. A public transportation agency may also enact and enforce an ordinance to impose an administrative penalty for smoking in places where smoking has been prohibited.

PENALTY: Violators are guilty of an infraction and subject to a fine of up to \$250 and 48 hours of community service.

13. AIRPLANES AND TRAINS

California Health and Safety Code Sections 118925–118945

California Public Utilities Code Section 561

SCOPE: Smoking, including the use of electronic smoking devices, is prohibited on any aircraft or Amtrak train, except to the extent permitted by federal law. The law contains sign posting requirements.

Note: Under the Public Utilities Code, any railroad corporation, passenger stage corporation, passenger air carrier, and street railroad corporation providing departures originating in this state shall prohibit smoking, including the use of electronic smoking devices, in passenger seating areas. They must also post readily visible signs advising passengers of these no smoking requirements.

Note: The workplace smoking restrictions in California Labor Code Section 6404.5 also apply (see entry 1).

ENFORCEMENT: Local law enforcement agencies have the general authority to enforce this law under California Penal Code Section 830.1.

PENALTY: Violators are guilty of an infraction and subject to a fine of up to \$100 for a first violation, up to \$200 for a second violation within 1 year, and up to \$500 for a third or subsequent violation within 1 year.

49 United States Code Section 41706

14 Code of Federal Regulations Section 252.3

49 Code of Federal Regulations Section 175.10

SCOPE: Smoking is prohibited on domestic U.S. airline flights. Smoking also is prohibited in foreign air travel arriving in or departing from the United States.

Note: In February 2016, the U.S. Department of Transportation updated its definition of smoking to explicitly include the use of electronic smoking devices in the prohibition of smoking on aircraft. Products (other than electronic cigarettes) that meet the definition of a medical device in section 201(h) of the Federal Food, Drug, and Cosmetic Act are exempted from this definition.

Note: In October 2015, the U.S. Pipeline and Hazardous Materials Safety Administration issued an interim final rule, effective November 2015, that disallows several actions: carrying electronic smoking devices in checked baggage, carrying on board any associated batteries exceeding certain capacity limits, and charging electronic smoking devices or their batteries on board an aircraft. The rule applies to all battery-powered portable electronic smoking devices, such as e-cigarettes, e-cigs, e-cigars, e-pipes, e-hookahs, personal vaporizers, and electronic nicotine delivery systems.

EXCEPTION: If a foreign government objects to the prohibition of smoking during foreign air travel, the Secretary of Transportation shall negotiate an alternative.

ENFORCEMENT: The Secretary of Transportation shall prescribe regulations necessary to carry out this section.

PENALTY: Not specified.

14. YOUTH BUSES AND PUBLIC PARATRANSIT VEHICLES

California Vehicle Code Sections 336, 680, 12523(d)(2), 12523.5(d)(2), 13369(c)(3)

SCOPE: Drivers of a *youth bus* (a bus that is not a school bus but is used to transport children) may not smoke, including the use of electronic smoking devices, while operating the bus. Operators of *general public paratransit vehicles* (motor vehicles designed to carry no more than 24 persons that provide local transportation to the public, including transporting students who are at or below the 12th grade level to or from a public or private school or school activity) shall refrain from smoking.

Note: The workplace smoking restrictions in California Labor Code Section 6404.5 also apply (see entry 1).

ENFORCEMENT: The California Department of Motor Vehicles is authorized to enforce this law.

PENALTY: A violator may be subject to the denial, suspension, or revocation of a certificate to drive a youth bus or general paratransit vehicle.

15. ADOPTION OF LOCAL SECONDHAND SMOKE LAWS

California Health and Safety Code Section 118910

SCOPE: A local governing body may regulate or completely ban smoking, including the use of electronic smoking devices, in any manner not inconsistent with state law.

Note: Several state laws explicitly permit cities and counties to pass secondhand smoke laws that have stricter restrictions than those imposed by the state (see entries 1–4, 6–8, and 11 for summaries of those state laws). Some cities and counties have passed local laws banning smoking in areas not covered by state law, including parks, beaches, outdoor dining areas, bus stops, and areas within 20 feet of commercial building entryways. These local laws are enforced by various local agencies and impose various penalties.

ENFORCEMENT: Not applicable.

PENALTY: Not applicable.

16. RESTRICTIONS ON SMOKING AND INGESTING CANNABIS

California Health and Safety Code Sections 11353.1, 11362.3, 11362.45

California Business and Professions Code Section 26200

California Vehicle Code Section 23152(f)

SCOPE: It is against the law to smoke cannabis anywhere that smoking tobacco is prohibited. In addition, smoking or ingesting cannabis is prohibited in the following places:

1. Public places

EXCEPTION: Local jurisdictions may allow public use of cannabis in licensed cannabis retailers or microbusinesses if (1) access to the public area is restricted to persons 21 and older, (2) the area is not visible from any public place that is not age-restricted, and (3) no tobacco or alcohol is sold on the premises.

EXCEPTION: Local jurisdictions may allow temporary event licenses that permit smoking and ingesting cannabis at a county fair or district agricultural event if:

- (1) access to the public area is restricted to persons 21 and older,
- (2) the area is not visible from any public place that is not age restricted,
- (3) no tobacco or alcohol is sold on the premises,
- (4) all participants are licensed, and
- (5) the activities are otherwise consistent with other temporary licensing regulations.

2. Within 1,000 feet of a school, day care center, or youth center (smoking only)

Note: A youth center is defined as a public or private facility primarily used for recreation or social activities of minors.

EXCEPTION: A person may smoke or ingest cannabis within 1,000 feet of a school, day care center, or youth center if the smoking happens at a private residence or, in accordance with California Business and Professions Code Section 26200, where it is not detectable and children are not present.

3. In a motor vehicle, boat, vessel, aircraft, or other vehicle used for transportation

4. At a school, day care center, or youth center while children are present

5. On federal lands within California (eg, national parks)

Note: Smoking of medical cannabis on a school bus is prohibited under California Health and Safety Code Sections 11362.79 and 11362.3(a)(4).

Additionally, a private property owner may prohibit the use of cannabis on their property.

ENFORCEMENT: This section may be enforced by local peace officers under California Penal Code Section 830.1.

PENALTY:

Smoking or ingesting cannabis in public:

- If the violator is 18 years of age or older:
They are guilty of an infraction and subject to a fine of \$100.
- If the violator is under the age of 18:
They are guilty of an infraction and must complete 4 hours of drug education and up to 10 hours of community service.

Secondhand Smoke

Smoking or ingesting cannabis on the grounds of a school, day care center, or youth center:

- If the violator is 18 years of age or older:
For a first-time violation, they are guilty of an infraction and subject to a fine of \$250. For subsequent violations, they are guilty of a misdemeanor and subject to a fine of \$500 and/or 10 days in jail.
- If the violator is under the age of 18:
For a first-time violation, they are guilty of an infraction and must complete 8 hours of drug education and up to 40 hours of community service. For subsequent violations, they are guilty of an infraction and must complete 16 hours of drug education and up to 60 hours of community service.

Smoking or ingesting cannabis where tobacco is prohibited or smoking within 1,000 feet of a school, day care center, or youth center:

- If the violator is 18 years of age or older:
They are guilty of a misdemeanor and subject to a fine of \$250.
- If the violator is under the age of 18:
They are guilty of an infraction and must complete 4 hours of drug education and up to 20 hours of community service.

Drivers who are under the influence of cannabis while driving are subject to California Vehicle Code Section 23152 et seq.

Note: Drug education programs must be provided free of charge, must be based on science, and must use evidence-based principles and practices specific to the use of cannabis and controlled substances.

ORDINANCE NO. 19-01

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MAYWOOD AMENDING CHAPTER 42 OF THE MUNICIPAL CODE RELATED TO SMOKING PROHIBITED IN PARKS DURING YOUTH ACTIVITIES AND MAKING A FINDING OF EXEMPTION UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

THE CITY COUNCIL OF THE CITY OF MAYWOOD HEREBY ORDAINS AS FOLLOWS:

Section 1. Paragraph (b) of Section 5-42.01 (Definitions) of Chapter 42 (Smoking Prohibited in Parks During Youth Activities) is hereby amended to read as follows:

“(b) “Smoke” or “smoking” means the engaging in an act that generates smoke or vapor, such as, for example: possessing, carrying or operating a lighted pipe, lighted cigar, lighted cigarette, or lighted hookah pipe of any kind; operating, lighting, igniting, activating or vaping an electronic cigarette; or lighting or igniting a pipe, cigar, cigarette, or hookah pipe of any kind including but not limited to, tobacco, cannabis, plant, chemicals or other smoking or combustible material. “Smoke” or “smoking” also means inhaling, exhaling, burning or carrying any lighted, heated, or ignited cigar, cigarette, cigarillo, electronic cigarette, pipe, hookah, tobacco, nicotine, marijuana, plant, chemicals or other smoking material in any manner or in any form.

Smoke also means the gases, particles or vapors released into the air as a result of combustion, electrical ignition, or vaporization, when the apparent or usual purpose of the combustion, electrical ignition, or vaporization is human inhalation of the byproducts, except when the combustng or vaporizing material contains no tobacco, nicotine, or cannabis and the purpose of inhalation is solely olfactory, such as, for example, smoke from incense. The term “smoke” includes, but is not limited to, tobacco smoke, vapors from an electronic smoking device, and cannabis smoke or any other like substance.

Section 2. Paragraph (c) of Section 5-42.01 (Definitions) of Chapter 42 (Smoking Prohibited in Parks During Youth Activities) is hereby amended to read as follows:

“(c) “Tobacco product” means (1) any product containing, made, or derived from tobacco or nicotine that is intended for human consumption, whether smoked, heated, chewed, absorbed, dissolved, inhaled, snorted, sniffed, or ingested by any other means, including, but not limited to cigarettes, cigars, little cigars, chewing tobacco, pipe tobacco, snuff; and (2) any electronic device that delivers nicotine or other substances to the person inhaling from the device, including, but not limited to, an electronic cigarette, electronic cigar, electronic pipe, or electronic hookah.

Notwithstanding any provision of subsections (1) and (2) to the contrary, "tobacco product" includes any component, part, or accessory intended or reasonably expected to be used with a tobacco product, whether or not sold separately. "Tobacco product" does not include drugs, devices, or combination products authorized for sale by the United States Food and Drug Administration, as those terms are defined in the Federal Food, Drug, and Cosmetic Act.

Section 3. A new paragraph (e) is hereby added to Section 5-42.01 (Definitions) of Chapter 42 (Smoking Prohibited in Parks During Youth Activities) to read as follows:

"(e) "Electronic cigarette" shall mean an electronic and/or battery operated device, the use of which may resemble smoking or "vaping", which can be used to deliver an inhaled dose of nicotine or other substances. The term shall include every variation and type of such devices whether they are manufactured, distributed, marketed, or sold as an electronic cigarette, an e-cigarette, an electronic cigar, an electronic cigarillo, an electronic pipe, an electronic hookah, or any other product sold by or distributed by any other product name or descriptor. The term does not include any inhaler prescribed by a licensed doctor."

Section 4. Paragraph (c) of Section 5-42.02 (Prohibition) of Chapter 42 (Smoking Prohibited in Parks During Youth Activities) is hereby amended to read as follows:

"(c) No person shall dispose of lighted or unlighted cigars or cigarettes, or cigar or cigarette butts, or any other tobacco-related or smoking waste, in or upon any park, playground or recreation center, other than in a receptacle specifically designed therefor."

Section 5. Pursuant to the California Environmental Quality Act ("CEQA"), as amended, the CEQA Guidelines, and the City's local CEQA Guidelines, City staff for the City of Maywood determined that the proposed Ordinance has no possibility of causing a significant impact on the environment. Staff concludes that the proposed Ordinance is exempt from the application of CEQA pursuant to CEQA Guidelines Section 15061(b)(3), in that the activity is covered by the general rule that CEQA applies only to projects that have the potential for causing a significant effect on the environment. This finding is premised on the fact that the project consists of proposed Ordinance definitions and minor clarifications of smoking regulations, and does not include proposed construction or proposed alteration to the physical environment. Furthermore, the Ordinance will have no adverse environmental effects because it will reduce the public's exposure to the harmful effects of second-hand smoke. The City Council concurs with City staff's determination and therefore directs staff to prepare and file a Notice of Exemption with the County Clerk, pursuant to CEQA Guidelines Section 15062, within five days of the date of this action.

Section 6. If any provision of this ordinance, or the application thereof, to any person or circumstances is held invalid or unconstitutional by any court or competent jurisdiction, such invalidity or unconstitutionality shall not affect any other provision or applications, and to this end, the provisions of this ordinance are declared to be severable. The City Council declares that it would have adopted this ordinance and each section, subsection, sentence, clause, phrase, part or portion thereof even if one or more sections, subsections, sentences, clauses, phrases, parts or portions thereof is declared invalid or unconstitutional.

PASSED, APPROVED, and ADOPTED this 10th day of April, 2019 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Eduardo De La Riva, Mayor

ATTEST:

Gerardo Mayagoitia City Clerk

APPROVED AS TO FORM:

Roxanne Diaz, City Attorney



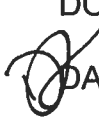
AGENDA 13
ITEM NO. _____

CITY COUNCIL STAFF REPORT

DATE: APRIL 10, 2019

TO: HONORABLE MAYOR, AND MEMBERS OF THE CITY COUNCIL

FROM: DONALD WAGNER, INTERIM CITY ADMINISTRATOR

BY:  DAVID MANGO, DIRECTOR OF BUILDING AND PLANNING

RE: CITY COUNCIL APPOINTMENT OF TWO MAYWOOD PLANNING COMMISSIONERS TO SERVE AS A MEMBER AND AS AN ALTERNATE ON THE ECO-RAPID TRANSIT BOARD.

RECOMMENDATION

Staff recommends that the City Council appoints two Maywood Planning Commissioners who have indicated interest, to serve as a member and as an alternate on the Eco-Rapid Transit Board.

FISCAL IMPACT

There is no fiscal impact associated with this action.

LEGAL REVIEW

The City Attorney has reviewed this staff report.

BACKGROUND

Eco-Rapid Transit, formerly known as the Orangeline Development Authority, is a joint powers authority (JPA) created to pursue development of a transit system that moves as rapidly as possible, uses grade separation as appropriate, and is environmentally friendly and energy efficient. The system is designed to enhance and increase transportation options for riders of this region utilizing safe,

advanced transit technology to expand economic growth that maximizes ridership in Southern California.

Eco-Rapid Transit consists of 13 members:

- City of Artesia
- City of Bell
- City of Bell Gardens
- City of Cudahy
- City of Downey
- City of Glendale
- City of Huntington Park
- City of Maywood
- City of Paramount
- City of South Gate
- Burbank-Glendale-Pasadena Airport Authority

With supporting agencies that include Caltrans, District 7, Metropolitan Transportation Authority (Metro), Gateway Cities Council of Governments, Southern California Association of Governments (SCAG), San Fernando Valley Council of Governments and Golden State Gateway Coalition

DISCUSSION

Currently, the City has designated Ex-City Councilman Ricardo Villareal as Board Member and Mayor Eddie De La Riva as alternate on the Eco-Rapid Transit Board. Although it is customary that member agencies appoint City Council members to serve on the board, the board meets at 6:30 PM on the second Wednesday of each month. This is in direct conflict with Maywood City Council meetings and thus, necessitates the involvement of the Maywood Planning Commissioners.

On March 27, the Maywood City Council directed staff to ask the Planning Commissioners if they were willing and able to serve as Eco-Rapid Transit Board members and received the following responses:

Commissioner #1 Raul Rodriguez - Interested in serving as Board Member

Commissioner #2 Carmen Perez – Interested in serving as Alternate only

Commissioner #3 Paloma Hernandez – Interested in serving as Board Member

Commissioner #4 Alondra Olmos – Interested in serving as Board Member

Commissioner #5 Reyna Mendez - Unable to serve



AGENDA 14
ITEM NO. _____

CITY COUNCIL STAFF REPORT

DATE: APRIL 10, 2019

TO: HONORABLE MAYOR, AND MEMBERS OF THE CITY COUNCIL

FROM: DONALD WAGNER, INTERIM CITY ADMINISTRATOR

BY: DAVID MANGO, DIRECTOR OF BUILDING AND PLANNING

RE: DISCUSSION AND POSSIBLE ACTION REGARDING THE CO-HOSTING OF AN EARTH DAY EVENT WITH COMMUNITIES FOR A BETTER ENVIRONMENT AT RIVERFRONT PARK ON APRIL 13, 2019

RECOMMENDATION

Staff recommends that the City Council discusses and takes action regarding the co-hosting of an Earth Day event with Communities for a Better Environment ("CBE") at Riverfront Park on April 13, 2019.

FISCAL IMPACT

CBE is requesting \$1,000.00 from the General Fund Events Budget to provide 250 t-shirts free of charge to the community and also for support of partner organizations stressing civic engagement (see attached budget).

BACKGROUND

Earth Day is an annual event celebrated on April 22. Worldwide, various events are held to demonstrate support for environmental protection. First celebrated in 1970, Earth Day now includes events in more than 193 countries, which are now coordinated globally by the Earth Day Network.

Riverfront Park has been the site of many community events in the past including cultural, autism support and river biking rest stop events. Riverfront Park is well suited for a community event of this nature. Having been a contaminated industrial brownfield prior to its development; Riverfront Park serves as an excellent example of environmental protection and land recycling.

Founded in 1978, CBE is one of the preeminent environmental justice organizations in the nation. The mission of CBE is to build people's power in California's communities of color and low income communities to achieve environmental health and justice by preventing and reducing pollution and building green, healthy and sustainable communities and environments.

CBE provides residents in blighted and heavily polluted urban communities in California with organizing skills, leadership training and legal, scientific and technical assistance, so that they can successfully confront threats to their health and well-being. CBE's offices are located in Huntington Park whose youth and adult membership includes Maywood residents who are concerned about environmental justice issues that impact the region.

ATTACHMENT

Attachment No. 1 - Proposed CBE Earth Day Event Budget

DESCRIPTION	COST		AMOUNT	TOTAL
Participant Blue Tshirt	\$1.50	per shirt	150	\$225.00
Coordinator Tshirt	\$1.50	per shirt	50	\$75.00
White Ink	\$50.00	Tub	2	\$100.00
Yellow Ink	\$50.00	Tub	2	\$100.00
Ink Printing Materials	\$100		1	\$100.00
Screen Print Frame & Burn	\$100	Frame	2	\$200.00
Snacks / Incentives	\$100		1	\$100.00
Misc	\$100		1	\$100.00
		Total Amount Requested		\$1,000.00
Average Cost/Shirt				\$4.00