



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

WEDNESDAY, SEPTEMBER 23, 2020 AT 5:00 P.M.

I. CALL TO ORDER/ROLL CALL

CALL TO ORDER
ROLL CALL

II. CITY OFFICIALS

MAYOR

Eduardo De La Riva

CITY CLERK

Gerardo Mayagoitia

MAYOR PRO TEM

Ricardo Lara

CITY TREASURER

Gloria Viramontes

COUNCIL MEMBERS

Ramon Medina

Carlos Alvarez

Heber Marquez

CITY MANAGER

Jennifer E. Vasquez

CITY ATTORNEY

Roxanne Diaz

III. COVID-19 MEETING PROCEDURES

PUBLIC ADVISORY: THE CITY COUNCIL CHAMBERS WILL NOT BE OPEN TO THE PUBLIC

Pursuant to Section 3 of Executive Order N-29-20, issued by Governor Newsom on March 17, 2020, the adjourned meeting of the City Council for September 23, 2020 will be conducted telephonically through Zoom and broadcast live on the City's Facebook page. Please be advised that pursuant to the Executive Order, and to ensure the health and safety of the public by limiting human contact that could spread the COVID-19 virus, the Council Chambers will not be open for the meeting. Council Members will be participating telephonically and will not be physically present in the Council Chambers.

If you would like to speak on an agenda item, you can access the meeting remotely via zoom:

Join by phone 1-669-900-6833 Enter Meeting ID: 864 9333 2754 Passcode: 115611

OR

Please click the link below to join the webinar:
<https://us02web.zoom.us/j/86493332754?pwd=WTk0bUNHaTZTSIJZ3ZUaHBvT0hXUT09>
Passcode: 115611

If you want to comment during the public comment portion of the agenda, Press *9 on your phone or raise your hand  in the zoom controls and we will select you from the meeting cue. NOTE: Your phone number will appear on the screen unless you first dial *67 before dialing the numbers as shown above.

The City wants you to know that you can also submit your comments by email to shirley.quinones@cityofmaywood.org. To give adequate time to print out your comments for consideration at the meeting, please submit your written comments prior to 1:30 p.m.; or if you are unable to email, please call the City Clerk's Office at (323) 562-5714 by 1:30 p.m.

If you wish to have your comments read to the Council Members during the appropriate Public Comment period, please indicate in the **Subject Line "FOR PUBLIC COMMENT"** and list the item number you wish to comment on. Comments that you want read to the Council will be subject to the three minute time limitation (approximately 350 words). Written comments that are only to be provided to Council and not read at the meeting will be distributed to the Council prior to the meeting.

Pursuant to the Executive Order, and in compliance with the Americans with Disabilities Act, if you need special assistance to participate in the Council meeting, please contact the City Clerk's Office, (323) 562-5723 within 48 hours of the meeting.

IV. MAYOR, COUNCILMEMBERS AND STAFF COMMENTS

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

Speakers wishing to address the City Council on an item on the agenda may use the following:

Join by phone 1-669-900-6833 Enter Meeting ID: 864 9333 2754 Passcode: 115611
OR

Please click the link below to join the webinar:
<https://us02web.zoom.us/j/86493332754?pwd=WTk0bUNHaTZTSIJZ3ZUaHBvT0hXUT09>
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VI. PRESENTATIONS

Sheriff Report – Sgt. Saucedo Monthly Update

VII. PUBLIC HEARING

VIII. CONSENT CALENDAR

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

1. Minutes for 09/09/2020 Special City Council Meeting.
2. Resolution 6143 of the City Council of the City of Maywood and Successor Agency to the Maywood Community Redevelopment Agency Approving the Warrants for Payments.
3. Revenue Report from July – August 2020
4. Second Reading of the of Ordinance No. 20-07 adding a new chapter to the Maywood Municipal Code to create a Sidewalk Vending Program.
5. Consideration of Resolution No. 6145 Appointing James Troyer to serve as Interim Director of Building and Planning pursuant to Government Code Section 21221(h).
6. Consideration of Approval of Subrecipient Agreement between the City of Maywood and Hub Cities Consortium (Hub Cities) for Intake Services as they relate to the City's Emergency Rental Assistance Program.

IX. DISCUSSION/ACTION ITEMS

7. City Position on a Resolution being Considered by the League of California Cities at the 2020 Annual Conference and Expo.

X. CLOSED SESSION

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

Speakers wishing to address the City Council on an item not on the agenda may use the following:

Join by phone 1-669-900-6833 Enter Meeting ID: 864 9333 2754 Passcode: 115611

Please click the link below to join the webinar:

<https://us02web.zoom.us/j/86493332754?pwd=WTk0bUNHaTZTSIJZ3ZUaHBvTOhXUT09>

Passcode: 115611

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- XII. ADJOURNMENT** - The next Adjourned Meeting of the Maywood City Council is October 14, 2020 at 5:00 p.m.

PUBLIC ACCESS TO CITY COUNCIL MEETING AGENDA AND AGENDA PACKETS

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



AGENDA 1
ITEM NO. _____

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

WEDNESDAY, SEPTEMBER 9, 2020 AT 5:00 P.M.

I. CALL TO ORDER/ROLL CALL

CALL TO ORDER
ROLL CALL

II. CITY OFFICIALS

MAYOR

Eduardo De La Riva (Present)

CITY CLERK

Gerardo Mayagoitia (Teleconference)

MAYOR PRO TEM

Ricardo Lara (Teleconference)

CITY TREASURER

Gloria Viramontes (Absent)

COUNCIL MEMBERS

Ramon Medina (Teleconference)

Carlos Alvarez (Teleconference)

Heber Marquez (Teleconference)

CITY MANAGER

Jennifer E. Vasquez (Present)

CITY ATTORNEY

Roxanne Diaz (Teleconference)

Staff Present:

David Mango, Director of Building and Planning

Hrant Manuelian, Director of Finance

Guillermo Padilla, Deputy City Clerk

Shirley Quinones, Deputy City Clerk

Gisselle Delgado, Community Services Liaison

III. COVID-19 MEETING PROCEDURES

PUBLIC ADVISORY: THE CITY COUNCIL CHAMBERS WILL NOT BE OPEN TO THE PUBLIC

PURSUANT TO GOVERNOR GAVIN NEWSOM'S EXECUTIVE ORDER N-29-20 THIS MEETING
WAS HELD AS A TELECONFERENCE MEETING

OBSERVERS WERE ABLE TO VIEW THE MEETING LIVESTREAMED VIA THE CITY'S
FACEBOOK AT:

<https://www.facebook.com/cityofmaywood>

OR BY ZOOM AT:

<https://us02web.zoom.us/j/89810163779?pwd=N2RQYnY1UXhKbjl1MXFtUkxRMXRndzO9>

TELECONFERENCE 1-669-900-6833

Zoom Meeting Access Code: 898 1016 3779 Passcode: 569088

Comments may have been submitted via e-mail to shirley.quinones@cityofmaywood.org
by 1:30 p.m. prior to meeting and by teleconference any time prior to closure of the public
comment portion of the item(s) under consideration

IV. COUNCILMEMBER COMMENTS

Mayor, Council Members and City Manager provided community updates.

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

The following spoke on Agenda Items:

- 1) Gerardo Mayagoitia (Submitted by teleconference)

VI. PRESENTATIONS

VII. PUBLIC HEARING

1. Continued Public Hearing and first reading of an Ordinance of the City of Maywood adding a new chapter to the Maywood Municipal Code to create a Sidewalk Vending Program. **Motion to amend and introduce Ordinance 20-07 of the City of Maywood adding a new chapter to the Maywood Municipal Code to create a Sidewalk Vending Program by title only with the following revisions; (i) Page 3 of Ordinance Section 14.030 paragraph G Proof of Liability Insurance it will now read Proof of Liability Insurance in the amount of required by the City's Risk Manager/City Manager; (ii) Page 5 of the Ordinance Page 5 Section 14.090 Operating Requirements number 10 it will now read within 25 feet of any entrance or exit to a church or house of worship regardless of whether the church or house of worship is located adjacent to a private or public school; and (iii) change of hours Page 6 of the Ordinance in Residential areas Side Walk vending shall be permitted between the hours 10 am to 8 pm and Non-Residential areas Side Walk Vending shall be permitted between the hours of 9 am to 9 pm by Marquez. Second by Lara. AYES: Marquez, Alvarez, Medina Lara, De La Riva. PASSES**

The following spoke in the Public Hearing:

- 1) Mary Mariscal (teleconference)
- 2) Gerardo Mayagoitia (teleconference)

VIII. CONSENT CALENDAR

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

1. Minutes for 08/26/2020 Adjourned City Council Meeting. **Motion to approve Adjourned Meeting Minutes by Medina. Second by Alvarez. AYES: Marquez, Alvarez, Medina Lara, De La Riva. PASSES**
2. Resolution No. 6140 of the City Council of the City of Maywood and Successor Agency to the Maywood Community Redevelopment Agency Approving the Warrants for Payment. **Motion to adopt Resolution No. 6140 by Medina. Second by Alvarez. AYES: Marquez, Alvarez, Medina Lara, De La Riva. PASSES**
3. Consideration of Award for Building and Safety Services Including Plan Checking, Building Inspection and Counter Technician Personnel to Interwest Consulting Group, Inc. and Approval of The Professional Services Agreement. **Motion to award the Building and Safety Services including plan checking, building inspection and counter technician personnel to Interwest Consulting Group Inc. by Medina. Second by Alvarez. AYES: Marquez, Alvarez, Medina Lara, De La Riva. PASSES**
4. Consideration of Awarding a Contract for Pavement Rehabilitation Project FY 2019-2020 On Various Streets to Onyx Paving Company, Inc. and Approval of Resolution No. 6141 to Amend the Fiscal Year (FY) 2020-2021 in the Measure R Special Revenue Fund and Measure M Special Revenue Fund. **Motion to award contract for the Pavement Rehabilitation Project FY 2019 -2020 on various streets to Onyx Paving Company, Inc. and adopt Resolution No. 6141 by Medina. Second by Alvarez. AYES: Marquez, Alvarez, Medina Lara, De La Riva. PASSES**
5. Consideration of Appointing a Delegate and up to Two Alternates for the League of California Cities' Annual Conference and Expo. **Motion to appoint Mayor De La Riva as Delegate and Mayor Pro Tem Lara and Councilmember Marquez as alternates to the League of California Cities' Annual Conference and Expo by De La Riva. Second by Marquez. AYES: Marquez, Alvarez, Medina Lara, De La Riva. PASSES**
6. Resolution Approving an Amendment to the Fiscal Year (FY) 2020-2021 Community Development Block Grant (CDBG) Program Budget to Allocate \$215,668 in Unallocated/Unprogrammed Funds for the Emergency Rental Assistance Program. **Motion to adopt Resolution 6142 by Medina. Second by Alvarez. AYES: Marquez, Alvarez, Medina Lara, De La Riva. PASSES**

IX. DISCUSSION/ACTION ITEMS

7. Consideration of approving the Special Event and Temporary Use Application for the Use of the Courtyard and Baseball Field at Maywood Park by the South East Rio-Vista YMCA (YMCA). **Motion to approve Special Event and Temporary Use application for the use of the Courtyard and Baseball Field at Maywood Park to South East Rio-Vista YMCA by De La Riva. Second by Medina. AYES: Marquez, Alvarez, Medina Lara, De La Riva. PASSES**

8. Discussion Regarding Eligible Housing Activities and Selection of an activity for the City's 2020-2021 Permanent Local Housing Allocation (PLHA). **Direction given to staff to proceed with the Los Angeles County Development Authority's (LACDA) Eviction Defense program.**

X. CLOSED SESSION

1. Conference with Legal Counsel Pursuant to Government Code Section 54956.9(D)(2) - Anticipated Litigation, Significant Exposure to Litigation. 1 Case. There are facts and circumstances creating significant exposure to litigation against the City but which the City believes are not yet known to the potential Plaintiff(s). **City Attorney reported there was no reportable action.**

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

The following spoke on Agenda Items:

1. Gerardo Mayagoitia (Submitted comment by teleconference);

- XII. ADJOURNMENT** - Meeting adjourned at approximately 7:13 p.m. on September 9, 2020 to September 23, 2020 at 5:00 p.m.


Eduardo De La Riva, Mayor

ATTEST:


Gerardo Mayagoitia, City Clerk

Shirley Guinones, Deputy City Clerk

COUNCIL AGENDA

ITEM No. 2

RESOLUTION NO. 6143

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 reviewed by the Director of Finance, and

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

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

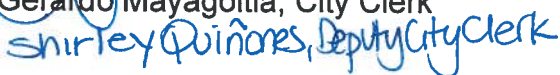
NOW, THEREFORE, BE IT RESOLVED, that the listed Warrants and Wire Transfers/Automated Clearing House (ACH) Transactions for \$385,620.97 are hereby ratified:

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

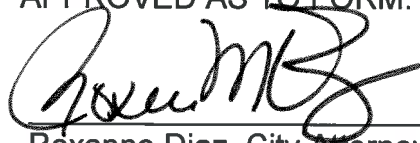
PASSED, APPROVED AND ADOPTED THIS 23rd day of September, 2020.


Eduardo De La Riva, Mayor

ATTEST:


Gerardo Mayagoitia, City Clerk

Shirley Quinones, Deputy 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. 6143 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 23rd of September, 2020 by the following roll call vote, to wit:

AYES: MARQUEZ, ALVAREZ, MEDINA, LARA, DE LA RIVA

NAYES:

ABSENT:

ABSTAINED:



Gerardo Mayagoitia, City Clerk
Shirley Quiriones, Deputy City Clerk

City of Maywood
Summary Warrants for Payment and Wire Transfers/ACH Transactions
Council Meeting Date
Wednesday, September 23, 2020

Accounts Payable		Amount
Accounts Payable prepaid warrants for payment: Checks No. 087504 - 087528	\$	269,312.87
Accounts Payable regular warrants for payment: Checks No. 087529 - 087547	\$	114,254.24
Sub-total	\$	383,567.11
Wire Transfers/ACH Transactions		
09/07/20 Lease Payment for Front Counter Cash Registers - September 2020	\$	129.92
09/15/20 US Bank Analysis Service Charge	\$	1,923.94
Sub-total	\$	2,053.86
Total Demands	\$	385,620.97

City of Maywood
Detail Warrants for Payment
Warrants No. 087504 to 087547

Check No.	Prepays	Date	Vendor Name	Check Amt	Transaction Description
087504	P	9/9/2020	2010 Office Furniture	4,745.70	City Hall Cubicles
087505	P	9/9/2020	Athens Services	230,345.67	Emergency Trash Services rendered 11-26-2019 to 02-29-2020
087506	P	9/9/2020	JMG Security System	2,235.00	DNA Fusion Key Card Access software renewal
087507	P	9/16/2020	AT&T	385.91	MTA Line 8-10-2020- 09-09-2020
087508	P	9/16/2020	AT & T Long Distance	45.83	Elevator Emergency Line August 2020
087509	P	9/16/2020	Brinks, Inc.	390.91	August 2020 Cash Handling Service Transportation
087510	P	9/16/2020	CoreLogic Solutions, LLC.	150.00	September 2020 Cash Handling Service Property Finder September 2020
087511	P	9/16/2020	Dewey Pest Control	97.00	September 2020 Pest Control City Hall
087512	P	9/16/2020	Judicate West	937.50	Additional session time mediation
087513	P	9/16/2020	KBJ Auto Detail	300.00	Car/Truck Wash
087514	P	9/16/2020	SPOILED CHECK		SPOILED CHECK
087515	P	9/16/2020	L.B. Johnson Hardware Co.	862.51	Public Works Supplies
087516	P	9/16/2020	Maywood Car Wash	518.15	Car Wash/Gas August 2020
087517	P	9/16/2020	Maywood Mutual Water No.1	661.75	Various Loations 06/23/2020 to 08/26/2020
087518	P	9/16/2020	Maywood Mutual Water Co. No.2	880.43	Various Locations 06/29/2020 to 08/18/2020
087519	P	9/16/2020	Tri-City Mutual Water Company	2,810.50	5950 Walker Avenue 08-01-2020 to 08-31-2020
087520	P	9/16/2020	Municipal Management Association of Southern California	75.00	Annual Conference Registration Fee
087521	P	9/16/2020	Preferred Benefit Insurance Administrators, Inc.	2,593.20	Dental & Vision Insurance: September 2020
087522	P	9/16/2020	QDoxs	63.51	Copier Base Charge 09-01-2020 - 09-30-2020
087523	P	9/16/2020	Southern California Edison	19,452.62	Various Locations 07-27-2020 to 08-25-2020
087524	P	9/16/2020	The Gas Company	50.91	Various Locations (08-05-2020 - 09-03-2020)
087525	P	9/16/2020	Time Warner Cable	630.38	Internet & Phone Service: September 2020
087526	P	9/16/2020	Vernon, City of	55.26	Slauson & Downey 07-15-2020 to 08-13-2020
087527	P	9/16/2020	Xerox	324.33	August 2020 Base Charge and Printing Fee

EXHIBIT 'B'

City of Maywood
Detail Warrants for Payment
Warrants No. 087504 to 087547

Check No.	Prepays	Date	Vendor Name	Check Amt	Transaction Description
087528	P	9/16/2020	Xerox Financial Services	700.80	Copier Lease: 07-15-2020 - 09-14-2020 Front and Finance office
087529		9/16/2020	Alta Environmental	11,297.14	Professional Services June and August 2020 MS4 nPDES Permit
087530		9/16/2020	Bremer, Whyte, Brown & O'Meara, LLP	90.00	Legal Services - July 2020
087531		9/16/2020	California Consulting, Inc.	3,000.00	Grant Writing Services: September 2020
087532		9/16/2020	Carpenter Rothen & Dumont LLP	6,015.92	Legal Services - May and June 2020
087533		9/16/2020	Crosstown Electrical & Data, Inc.	1,472.59	Various street light repairs
087534		9/16/2020	Graffiti Protective Coatings	46,077.20	May 2020 Bus Shelter Maintenance addtl cleaning COVID July 2020 Bus Shelter Maintenance addtl cleaning COVID August 2020 Bus Shelter Maintenance addtl cleaning COVID CityWide Graffiti Removal July 2020 CityWide Graffiti Removal August 2020
087535		9/16/2020	HDL Coren & Conte	67.40	Audit Services- Property Tax
087536		9/16/2020	LGP Equipment Rentals	782.28	Gas Paint Stripper Rental Public Works
087537		9/16/2020	Metro Transit Services	33,703.10	Public Transportation Services Express & Dial-A-Ride August 2020
087538		9/16/2020	Municipal Waste Solutions	712.50	CalRecycle Compliance Annual Report
087539		9/16/2020	North Star Landcare	934.00	Irrigation Material Costs
087540		9/16/2020	Pablo E. Martinez	983.28	Translator for Council Meetings June 2020
087541		9/16/2020	Pablo E. Martinez	855.36	Translator for Council Meetings July 2020
087542		9/16/2020	Pablo E. Martinez	823.12	Translator for Council Meeting August 2020
087543		9/16/2020	Staples Business Advantage	39.62	Office Supplies
087544			VOID		VOID
087545			VOID		VOID
087546		9/16/2020	Trench Plate Rental Co.	290.73	Rental of K-Rail at Riverfront Park Handball Courts
087547		9/16/2020	Willdan Financial Services	7,110.00	Code Enforcement Services for August 2020
TOTAL:				\$383,567.11	



AGENDA 3
ITEM NO. _____

CITY COUNCIL STAFF REPORT

DATE: SEPTEMBER 23, 2020
TO: HONORABLE MAYOR, AND MEMBERS OF THE CITY COUNCIL
FROM: JENNIFER E. VASQUEZ, CITY MANAGER *JV*
BY: HRANT MANUELIAN, FINANCE DIRECTOR
RE: REVENUE REPORT FROM JULY – AUGUST 2020

RECOMMENDATION

Staff recommends that the City Council receive and file the Revenue Report from July - August 2020.

BACKGROUND

In an effort to maintain transparency, the City's Finance Department prepares a monthly Revenue report for the City Council's review. The Revenue Report is a tool used by the Council to monitor and oversee the financial health of the City.

DISCUSSION

The attached analysis (see Attachment 1) compares prior YTD and current YTD Revenue

The total revenue received¹ from July – August 2020 totaled \$2,103,398.53 which is 26.95% higher than the same period last year.

¹ See row entitled Total Revenues

- **GENERAL FUND** – The total General Fund received totaled \$903,307.35 which is 6.36% higher than the same period last year. A contributing factor for the difference in General Fund Revenue is due to the reimbursement received from the Coronavirus Relief Fund. Through the Coronavirus Relief Fund, the CARES Act provides payments to Local governments to help navigate the impact of the COVID-19 outbreak. This was the first payment received which is to help offset the additional expenses incurred due to the COVID-19 pandemic. The City is expected to receive \$344,534 in total CARES Act funding from the state. As of August 2020, the City has received \$114,844.00 in CARES Act funding. It's important to note that City Hall has been closed to the public since March 16, 2020. The closure not only impacts the City's revenue streams but also staff's ability to interact with citizens in a face-to-face environment. Thus far, total Parking Fines received from July to August 2020 has totaled \$2,486.50 which is 92.23% lower than the same period last year. Additionally, for Residential & Building Permits and Other Fees & Permits, revenue decreased by 85.19% and 36.48%, respectively. Similarly, Parking Permits are currently 83.29% lower compared to the same period last year. However, the City is implementing a new parking permit process that allows citizens to renew and apply solely online.

LEGAL REVIEW

The City Attorney has reviewed this report.

FISCAL IMPACT

There is no fiscal impact involved with this action.

ATTACHMENT(S)

Attachment No. 1 - Revenue Report from July – August 2020

ATTACHMENT NO. 1

	C - Prior Fiscal Year to Date Revenue	B - Current Fiscal Year to Date Revenue	D - Current YTD versus Prior YTD \$ Difference	E - Current YTD Prior YTD % Difference	G - Adopted Budget FY 2020-21	H - % of FY 2020-2021 YTD Revenue Received
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(C divided by G)

(C minus B)

(C minus B)

GENERAL FUND	TAXES: A tax is a compulsory monetary contribution to the City's revenue, assessed and imposed by the City on the activities, expenditure, income, occupation, privilege, property, etc., of individuals and organizations.					
Franchise & Collectors Fee	\$0.00	\$0.00	\$0.00	0.00%	\$165,000.00	0.00%
Property Taxes	\$216,588.05	\$193,200.51	(\$23,387.54)	-10.80%	\$724,000.00	26.69%
Utility Users Tax	\$68,185.99	\$77,705.88	\$9,519.89	0.00%	\$900,000.00	8.63%
Transfer Tax (Real Estate)	\$983.13	\$2,954.60	\$1,971.47	0.00%	\$15,000.00	19.70%
Transient Occupancy Tax	\$0.00	\$0.00	\$0.00	0.00%	\$60,000.00	0.00%
Cannabis Sales Tax	\$0.00	\$0.00	\$0.00	0.00%	\$2,000,000.00	0.00%
Sales Tax Revenue	\$0.00	\$0.00	\$0.00	0.00%	\$1,776,000.00	0.00%
Taxes Totals	\$285,757.17	\$273,860.99	(\$11,896.18)	-4.16%	\$5,640,000.00	4.86%

FEES: A fee is a charge imposed on an individual for a service that the person chooses to receive. A fee may not exceed the estimated reasonable cost of providing the particular service or product for which the fee is charged, plus overhead. Fees are charged for specific services, and fee revenue may fund only those services and related expenses. **LICENSES** and **PERMITS** are types of fees allowing for the operation within the City.

GENERAL FUND	Licenses & Permits:					
Residential & Building Permits	\$15,845.70	\$2,347.32	(\$13,498.38)	-85.19%	\$40,000.00	5.87%
Public Works Permit Fees	\$8,550.00	\$24,780.50	\$16,230.50	189.83%	\$50,000.00	49.56%
Other Fees & Permits	\$8,507.80	\$5,403.94	(\$3,103.86)	-36.48%	\$30,000.00	18.01%
Occupancy Permits	\$3,465.80	\$5,289.00	\$1,823.20	52.61%	\$10,000.00	52.89%
Building Permits	\$14,025.66	\$11,133.49	(\$2,892.17)	-20.62%	\$60,000.00	18.56%
Commercial Cannabis Applications	\$22,787.00	\$0.00	(\$22,787.00)	-100.00%	\$0.00	0.00%
Commercial Cannabis Renewal	\$0.00	\$0.00	\$0.00	0.00%	\$105,000.00	0.00%
Parking Permits	\$5,700.80	\$952.40	(\$4,748.40)	-83.29%	\$90,000.00	1.06%
Apartment License	\$1,382.44	\$295.00	(\$1,087.44)	-78.66%	\$20,000.00	1.48%
Business License	\$1,098.00	\$3,074.00	\$1,976.00	179.96%	\$190,000.00	1.62%
Vehicle License Fee - LA County	\$0.00	\$0.00	\$0.00	0.00%	\$2,930,000.00	0.00%
Licenses and Permits Totals	\$81,363.20	\$53,275.65	(\$28,087.55)	-34.52%	\$3,525,000.00	1.51%

GENERAL FUND	Charges for Services:					
Rubbish Assessment	\$0.00	\$0.00	\$0.00	0.00%	\$25,000.00	0.00%

	C - Prior Fiscal Year to Date Revenue	B - Current Fiscal Year to Date Revenue	D - Current YTD versus Prior YTD \$ Difference	E - Current YTD Prior YTD % Difference	G - Adopted Budget FY 2020-21	H - % of FY 2020-2021 YTD Revenue Received
			(C minus B)	(C divided by B minus 1)		(C divided by G)
Plan Check Fees	\$5,995.07	\$5,044.77	(\$950.30)	-15.85%	\$35,000.00	14.41%
Rents & Concessions	\$3,780.00	\$3,969.00	\$189.00	5.00%	\$24,000.00	16.54%
Charges for Services Totals	\$9,775.07	\$9,013.77	(\$761.30)	-7.79%	\$84,000.00	10.73%
FINES AND FORFEITURES: Penalties imposed by the City in the form of money or goods for a violation of an ordinance, law, regulation or rule.						
GENERAL FUND						
Fines and Forfeitures:						
Penalties: Apt & Bus License	\$272.25	\$758.75	\$486.50	178.70%	\$2,500.00	30.35%
SEMC: Court Collections (DMV)	\$11,344.00	\$8,961.10	(\$2,382.90)	0.00%	\$100,000.00	8.96%
Administrative Citations	\$100.00	\$4,000.00	\$3,900.00	0.00%	\$0.00	0.00%
Parking Fines	\$32,001.14	\$2,486.50	(\$29,514.64)	-92.23%	\$175,000.00	1.42%
Fines and Forfeitures Totals	\$43,717.39	\$16,206.35	(\$27,511.04)	-62.93%	\$277,500.00	5.84%
LEASES AND CONCESSIONS: A rent or lease or payment for the use of a the City's property.						
GENERAL FUND						
Leases and Concessions:						
Leased Property Rental Income	\$13,295.10	\$7,435.94	(\$5,859.16)	-44.07%	\$68,400.00	10.87%
Leases and Concessions Totals	\$13,295.10	\$7,435.94	(\$5,859.16)	-44.07%	\$68,400.00	10.87%
MISCELLANEOUS: A General Fund revenue not covered in another revenue category.						
GENERAL FUND						
Miscellaneous:						
Interest Income	\$0.00	\$0.00	\$0.00	0.00%	\$120,000.00	0.00%
Miscellaneous Revenue	\$24,400.36	\$13,453.19	(\$10,947.17)	-44.86%	\$25,000.00	53.81%
CARES Act Reimbursement	\$0.00	\$114,844.00	\$114,844.00	0.00%	\$0.00	0.00%
Other (Recycle + ABx1 Reimbursement)	\$0.00	\$0.00	\$0.00	0.00%	\$7,300.00	0.00%
Miscellaneous Revenue Totals	\$24,400.36	\$128,297.19	\$103,896.83	425.80%	\$152,300.00	84.24%
RETIREE PENSION LEVY: An amount of revenue from the property tax levy approved by the voters for the purpose of paying the cost to the City of the Public Employees Retirement System (PERS).						
GENERAL FUND						
Retiree Pension Levy:						
Retiree Pension Levy	\$390,993.01	\$415,217.46	\$24,224.45	6.20%	\$850,000.00	48.85%
Retiree Pension Levy Totals	\$390,993.01	\$415,217.46	\$24,224.45	6.20%	\$850,000.00	48.85%
General Fund Revenue Totals	\$849,301.30	\$903,307.35	\$54,006.05	6.36%	\$10,597,200.00	8.52%
SPECIAL REVENUE FUND: Collections of revenues in special funds that must be used for the established purposes of the funds to provide an extra level of accountability and transparency.						
SPECIAL REVENUE FUND						
"Gas Tax"	\$98,859.16	\$58,011.38	(\$40,847.78)	-41.32%	\$701,696.00	8.27%
Transportation Development Act (TDA)	\$0.00	\$0.00	\$0.00	0.00%	\$21,226.00	0.00%
Bikeway						
Proposition A	\$96,018.45	\$88,497.26	(\$7,521.19)	-7.83%	\$589,565.00	15.01%

	C - Prior Fiscal Year to Date Revenue	B - Current Fiscal Year to Date Revenue	D - Current YTD versus Prior YTD \$ Difference (C minus B)	E - Current YTD Prior YTD % Difference (C divided by B minus 1)	G - Adopted Budget FY 2020-21	H - % of FY 2020-2021 YTD Revenue Received (C divided by G)
Proposition C	\$81,217.31	\$73,400.21	(\$7,817.10)	-9.62%	\$497,529.00	14.75%
Measure R	\$59,700.14	\$55,031.92	(\$4,668.22)	-7.82%	\$366,809.00	15.00%
Measure M	\$66,556.75	\$62,592.41	(\$3,964.34)	-5.96%	\$415,674.00	15.06%
Senate Bill 1 (SB 1)	\$0.00	\$0.00	\$0.00	0.00%	\$528,284.00	0.00%
Community Development Block Grant (CDBG)	\$0.00	\$0.00	\$0.00	0.00%	\$450,000.00	0.00%
Air Quality Management District (AQMD) Grant	\$0.00	\$0.00	\$0.00	0.00%	\$36,375.00	0.00%
Supplemental Law Enforcement Services Fund (SLESF) Grant	\$0.00	\$0.00	\$0.00	0.00%	\$155,000.00	0.00%
Measure A	\$0.00	\$0.00	\$0.00	0.00%	\$432,000.00	0.00%
Lighting & Landscaping	\$0.00	\$0.00	\$0.00	0.00%	\$150,000.00	0.00%
Successor Agency Trust Fund - City of Maywood serves as the Successor Agency to the Maywood Redevelopment Agency	\$394,703.00	\$862,558.00	\$467,855.00	118.53%	\$1,226,190.00	70.34%
Sewer Fund	\$10,553.60	\$0.00	(\$10,553.60)	-100.00%	\$293,000.00	0.00%
Special Revenue Totals	\$807,608.41	\$1,200,091.18	\$392,482.77	48.60%	\$5,863,348.00	20.47%
Total Revenues	\$1,656,909.71	\$2,103,398.53	\$446,488.82	26.95%	\$16,460,548.00	12.78%



AGENDA 4
ITEM NO. _____

CITY COUNCIL STAFF REPORT

DATE: SEPTEMBER 23, 2020
TO: HONORABLE MAYOR, AND MEMBERS OF THE CITY COUNCIL
FROM: JENNIFER E. VASQUEZ, CITY MANAGER *Jm*
BY: ROXANNE DIAZ, CITY ATTORNEY
RE: SECOND READING OF ORDINANCE NO. 20-07 ADDING A NEW CHAPTER TO THE MAYWOOD MUNICIPAL CODE TO CREATE A SIDEWALK VENDING PROGRAM

RECOMMENDATION

Staff recommends that the City Council adopt Ordinance No. 20-07 adding a new chapter to the Maywood Municipal Code to create a sidewalk vending program.

BACKGROUND

In compliance with Senate Bill 946 (SB 946), also known as the "Safe Sidewalk Vending Act," the City Council held a public hearing at their September 9, 2020 meeting on Ordinance No. 20-07, which proposes new regulations regarding sidewalk vending operations.

DISCUSSION

The City Council introduced Ordinance No. 20-07 to create a sidewalk vending program. After a robust discussion, the City Council introduced the ordinance with amendments to the provision regarding the requirement of insurance and the distance of vendors in relationship to churches and places of worship.

The ordinance provides that insurance shall be in the amount determined by the City's Risk Manager/City Manager. As to the distance between a sidewalk vendor and a church or house of worship, the requirement now provides that no

sidewalk vending shall occur within 25 feet of an entrance or exit to a church or house of worship regardless of whether it is located adjacent to a public or private school. The hours of vending were also revised to allow sidewalk vending in residential areas between 10:00 am and 8:00 pm and in nonresidential areas, between the hours of 9:00 am and 9:00 pm.

LEGAL REVIEW

City Attorney drafted this report.

FISCAL IMPACT

Other than the collection of a processing fee from the applicant for a sidewalk vending permit, there is no fiscal impact.

ATTACHMENT

Attachment – Ordinance No. 20-07

ATTACHMENT NO. 1

ORDINANCE NO. 20-07

AN ORDINANCE OF THE CITY OF MAYWOOD ADDING A NEW CHAPTER TO THE MAYWOOD MUNICIPAL CODE TO CREATE A SIDEWALK VENDING PROGRAM

WHEREAS, Senate Bill ("SB") 946 was signed into law on September 17, 2018, and becomes effective January 1, 2019;

WHEREAS, SB 946 limits the authority of cities and counties to regulate sidewalk vendors, except in accordance with California Government Code Sections 51038 and 51039;

WHEREAS, the City of Maywood Municipal Code currently prohibits sidewalk vending, in conflict with SB 946;

WHEREAS, the City Council finds that the establishment of a sidewalk vending program will benefit the City as a whole by facilitating entrepreneurship and providing economic opportunity for people to support themselves and their families, and by contributing to a diversity of food options and lively streets;

WHEREAS, the City Council finds that the act of vending on sidewalks and other areas of the public right-of-way also creates the potential for increased safety hazards, such as, but not limited to, inhibiting the ability of disabled individuals and other pedestrians to follow a safe path of travel; interfering with the performance of police, firefighter, and emergency medical personnel services; encouraging pedestrians to cross mid-block or stand in roadways to purchase food; and creating obstacles and contributing to congestion for pedestrian, vehicle, and bicycle traffic;

WHEREAS, the City Council finds that restrictions on sidewalk vending are needed to accommodate vendors and their equipment, while also safe-guarding the flow of pedestrian movement on sidewalks and in the public right-of-way, and ensuring no interference with the performance of police, firefighter, and emergency medical personnel services;

WHEREAS, the City Council finds that the regulation of vendors engaged in the sale of food and food products will help to ensure that sidewalk vendors obtain all necessary permits and comply with applicable sanitation, food preparation, and food handling laws, and thereby will protect the public health and safety against health problems such as food contamination, poor hygienic practices, and the threat of food poisoning;

WHEREAS, the City Council finds that regulations related to the collection and disposal of trash or other debris generated by sidewalk vending are necessary to ensure that such trash or debris is not left, thrown, discarded, or deposited on City streets, sidewalks, pathways, gutters, or storm drains, or upon public or private lots, so that the same might be or become a pollutant;

WHEREAS, the City Council finds that restrictions on sidewalk vending in public parks is necessary to ensure the public's use and enjoyment of natural resources and recreational opportunities, and to prevent an undue concentration of commercial activity that would unreasonably interfere with the scenic and natural character of these parks;

WHEREAS, the City Council adopts this Ordinance under the authority provided in SB 946, and finds that the time, place, and manner regulations and requirements provided herein are directly related to the City's purpose of protecting of the health, safety, and welfare of its residents, businesses and visitors.

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

Section 1. The Maywood Municipal Code is hereby amended to add a new Chapter 14 to Title 4 of the Maywood Municipal Code, which shall read as follows:

"Chapter 14. Sidewalk Vending

14.010 Definitions. The following words and phrases, whenever used in this chapter, shall mean as follows:

"Certified farmers' market" means a location operated in accordance with Chapter 10.5 of Division 17 of the Food and Agricultural Code and any regulations adopted pursuant to that chapter.

"Director" means the Director of Building and Planning of the City of Maywood.

"Person" shall mean one or more natural persons, groups, businesses, business trusts, companies, corporations, joint ventures, joint stock companies, partnership, entities, associations, clubs, or organizations composed of two or more individuals (or the manager, lessee, agent, servant, officer, or employee of any of them), whether engaged in business, nonprofit, or any other activity.

"Roaming sidewalk vendor" means a sidewalk vendor who moves from place to place and stops only to complete a transaction.

"Sidewalk vendor" means a person who vends from a vending cart or from one's person, upon a public sidewalk, parkway, pedestrian path, or other public right-of-way available to pedestrians.

"Stationary sidewalk vendor" means a sidewalk vendor who vends from a fixed location.

"Swap meet" means a location operated in accordance with Article 6 of Chapter 9 of Division 8 of the Business and Professions Code, and any regulations adopted pursuant to that article.

"Temporary special permit" means a permit issued by the City for the temporary use of, or encroachment on, the sidewalk or any other public area, including, but not limited to,

an encroachment permit, special event permit, or temporary event permit, for purposes including, but not limited to, filming, parades, or outdoor concerns.

“Vend” or “vending” means to sell, offer for sale, display for sale, or solicit offers to purchase, food, food products, beverages, goods, or merchandise.

“Vending cart” means a pushcart, stand, display, pedal-driven cart, wagon, showcase, rack, or other non-motorized conveyance used for vending, that is not a vehicle as defined in the California Vehicle Code.

14.020 Permit Required. No person, either for themselves or any other person, shall conduct or engage in sidewalk vending within the City without first obtaining a sidewalk vending permit pursuant to this chapter.

14.030 Permit Application. To apply for a sidewalk vending permit, a person must present a valid identification such as a State of California identification, Matricula Consular, or any other government issued card. Application is to be filed with the Director, accompanied by a nonrefundable processing fee in an amount established by resolution of the City Council. The application shall be in a form prescribed by the Director and shall contain, at a minimum, the following:

- A. The legal name and current address and telephone number of the applicant;
- B. If the applicant is an agent of an individual, company, partnership, corporation, or other entity, the name and business address of the principal;
- C. A description of the food or merchandise offered for sale;
- D. Whether the applicant intends to operate as a stationary sidewalk vendor or a roaming sidewalk vendor;
- E. A copy of a valid business license issued pursuant to Chapter 1 of Title 3 of the Maywood Municipal Code;
- F. A California seller's permit number pursuant to Section 6067 of the Revenue and Taxation Code;
- G. Proof of liability insurance in the amount required by the City's Risk Manager/City Manager and name the City as an additional insured.
- H. Certification by the applicant that the information contained in the application is true to his or her knowledge and belief;
- I. If a vendor of food or food products, certification to completion of a food handler course and proof of all required approvals from the Los Angeles County Department of Public Health; and
- J. Any other reasonable information regarding the time, place, and manner of the proposed vending.

14.040 Criteria for Approval or Denial of Permit. The Director, or his or her designee, shall approve the issuance of a permit unless he or she determines that:

- A. Information contained in the application, or supplemental information requested from the applicant, is false in any material detail;
- B. The applicant has failed to provide a complete application, after having been notified of the requirement to produce additional information or documents; or
- C. The applicant has failed to demonstrate an ability to conform to the operating standards set forth in section 14.090.

If the permit is denied, written notice of such denial and the reasons therefor shall be provided to the applicant.

14.050 Permit Expiration and Renewal. A sidewalk vending permit shall be valid for twelve (12) months from the date of issuance, and shall expire and become null and void on the anniversary of its issuance. A person may apply for a permit renewal on a form provided by the City prior to the expiration of his or her active sidewalk vending permit.

14.060 Permit Rescission. The Director may rescind a permit issued to a sidewalk vendor for a fourth violation or subsequent violation of this Chapter. A sidewalk vendor whose permit is rescinded may apply for a new sidewalk vending permit upon the expiration of the term of the rescinded permit.

14.070 Appeals. Any person aggrieved by the decision of the Director to issue, deny issuance, or rescind a sidewalk vending permit may appeal the decision to the City Council. The appeal shall be filed with the City Clerk within fifteen (15) days following the date of the Director's decision.

14.080 Permits Nontransferable. No permit granted pursuant to this chapter shall be transferable.

14.090 Operating Requirements. Sidewalk vendors shall comply with the following:

- A. No sidewalk vendor shall vend in the following locations:
 - 1. Within fifteen (15) feet of any street intersection;
 - 2. Within ten (15) feet of any fire hydrant, fire call box, or other emergency facility;
 - 3. Within ten (15) feet of any driveway or driveway apron;
 - 4. Within twenty-five (25) feet of any limousine staging zone, bus stop, trolley stop, taxi stand, bus bench, bus shelter, or valet parking service;
 - 5. Upon or within any roadway, median strip, or dividing section;

6. Within one hundred (100) feet of any Police Officer, fire fighter, or emergency medical personal who is actively performing his or her duties or providing services to the public;
7. Within twenty five (25) feet of any entrance or exit to a public building, parking lot or structure, or facility;
8. Within fifty (50) feet of any freeway entrance or freeway exit;
9. Within three hundred (300) feet of any of any public or private school;
10. Within twenty-five (25) feet of entrance or exit to a church or house of worship regardless of whether the church or house of worship is located adjacent to a private or public school;
11. Within fifty (50) feet of any public picnic area, playground area, playground equipment, public community center, athletic field, tennis court, soccer field, or baseball/softball field.
12. Within 200 feet of a permitted certified farmers' market, a swap meet, or an area designated for a temporary special permit, temporary special event or any City-approved temporarily permitted activities. This prohibition shall be limited to the operating hours of the farmers' market or swap meet, or the limited duration of the temporary special permit, temporary special event or City-approved temporary permitted activities.

B. Design and Dimension Requirements for all sidewalk vending carts or pushcarts:

1. All sidewalk vending carts or pushcarts must not exceed a maximum length of six (6) feet and maximum width of four (4) feet.
2. Roaming vendors must maintain an obstructed view over four (4) feet in height from the ground to the table top structure of the cart.
3. All sidewalk vendors must provide locking wheels on all vending carts to prevent uncontrolled movement.
4. No vendor shall erect, place or maintain any tent, canopy or other temporary shelter (excluding umbrellas) in the public right – of – way.
5. A sidewalk vendor may have one (1) umbrella. The use of an umbrella shall not exceed ten (10) feet in height as measured from ground level to its highest point. The umbrella cannot be attached or anchored to any public or private sidewalk, bench, fence or trees. Umbrella must be made of a sturdy and safe material and must be attached or anchored to vending cart.
6. No external power, piping, or plumbing is allowed. Vending cart must be entirely self-contained.

7. Any type of gas powered generator is not allowed.
 8. Food, merchandise and any equipment must be securely fastened to the vending cart.
 9. Vending cart or vending apparatus shall not be chained or fastened to any pole, sign, tree, or any other object in the public right of way.
- C. No sidewalk vendor shall vend in a manner that blocks or obstructs the free movement of pedestrians or vehicles. Sidewalk vendors must at all times provide a clearance of not less than three (3) feet on all sidewalks or pedestrian areas so as to enable persons to freely pass while walking, running, or using mobility assistance devices;
 - D. No sidewalk vendor shall leave their vending cart, table, device or merchandise unattended at any time. Any cart, equipment or objects left unattended along any portion of the public right-of-way and any public space will be considered discarded and may be seized or disposed of by the City.
 - E. Roaming vendors shall not operate in any one (1) location for longer than fifteen (15) minutes, and shall be moved a minimum of three hundred (300) feet before vending again.
 - F. No vendor shall use any type of noise making devices, shout, or willfully make any loud noises.
 - G. Any boxes, excess merchandise, or accessory items shall be stored entirely beneath vending cart and shall not be stored, or piled alongside, behind, or in front of vending cart.
 - H. Use of any signage must be attached to vending cart.
 - I. Any person vending shall be limited to two (2) chairs that are not to be placed in front of vending cart.
 - J. Sidewalk vending is permitted daily between the following hours:
 1. In residential areas, sidewalk vending shall be permitted between the hours of 10:00 a.m. and 8:00 p.m.
 2. In nonresidential areas, sidewalk vending shall be permitted between the hours of 9:00 a.m. and 9:00 p.m.
 - K. Stationary sidewalk vendors shall not vend in areas that are zoned exclusively residential.
 - L. Stationary sidewalk vendors shall not vend at any park where the City has signed an agreement for concessions that exclusively permits the sale of food or merchandise by a concessionaire.

- M. Sidewalk vendors shall provide a trash receptacle for customers and ensure proper disposal of customer trash. Prior to leaving any vending location, the sidewalk vendor shall pick up, remove, and dispose of all trash generated by the vending operations or the vendor's customers within a twenty five (25) foot radius of the vending location.
- N. Vendors of food or food products shall possess and display in plain view on the vending cart a valid Health Permit Decal from Los Angeles County Department of Public Health.
- O. Sidewalk vendors shall possess at all times while vending a valid permit issued pursuant to this chapter, as well as any other permit or license required by the City and any other appropriate governmental agency.
- P. Sidewalk vendors shall comply with all applicable state and local laws, including without limitation state food preparation, handling, and labeling requirements; fire codes and regulations; noise standards; and the Americans with Disabilities Act of 1990 and other disability access standards (both state and federal).
- Q. No vending cart shall become a permanent fixture on the vending site or be considered an improvement to real property.

14.100 Administrative Citations.

- A. A violation of this chapter by a sidewalk vendor who has a valid sidewalk vending permit from the City is punishable only by an administrative citation pursuant to Chapter 6-4.30, in amounts not to exceed the following:
 - 1. One hundred dollars (\$100) for a first violation.
 - 2. Two hundred dollars (\$200) for a second violation within one year of the first violation.
 - 3. Five hundred dollars (\$500) for each additional violation within one year of the first violation.
- B. A person engaged in sidewalk vending without a valid City sidewalk vending permit is punishable by an administrative citation pursuant to Chapter 6-4.30 in amounts not to exceed the following, in lieu of the amounts set forth in paragraph A:
 - 1. Two hundred fifty dollars (\$250) for a first violation.
 - 2. Five hundred dollars (\$500) for a second violation within one year of the first violation.
 - 3. One thousand dollars (\$1,000) for each additional violation within one year of the first violation.

4. Upon proof of a valid sidewalk vending permit issued by the City, the administrative citations set forth in this paragraph shall be reduced to amounts set forth in paragraph A.
- C. A violation of this chapter shall not be punishable as an infraction or misdemeanor. No person alleged to have violated the provisions herein shall be subject to arrest except when otherwise permitted by law.
- D. Failure to pay an administrative citation issued pursuant to this section shall not be punishable as an infraction or misdemeanor. Additional fines, fees, assessments, or any other financial conditions beyond those authorized herein shall not be assessed.
- E. When assessing administrative citations pursuant to this section, the hearing officer shall take into consideration the person's ability to pay the fine. The City shall provide the person with notice of his or her right to request an ability-to-pay determination and shall make available instructions or other materials for requesting an ability-to-pay determination. The person may request an ability-to-pay determination at adjudication or while the judgment remains unpaid, including when a case is delinquent or has been referred to a comprehensive collection program.
- F. If the person meets the criteria described in subdivision (a) or (b) of Government Code Section 68632, the City shall accept, in full satisfaction, twenty (20) percent of an administrative citation imposed pursuant to this chapter.
- G. The hearing officer may allow a person to complete community service in lieu of paying the total administrative citation, may waive the administrative citation, or may offer an alternative disposition."

Section 3. Chapter 11 (Pushcart Vending) of Title 4 (Public Safety) is hereby repealed in its entirety.

Section 4. CEQA. The City Council finds and determines that there is no possibility that the adoption of this Ordinance will have a significant effect on the environment. Accordingly, this Ordinance is not subject to the requirements of the California Environmental Quality Act (CEQA) pursuant to Sections 15061(b)(3) and 15378 of Division 6 of Title 14 of the California Code of Regulations.

Section 5. Severability. If any section, subsection, sentence, clause, or phrase of this Ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of any competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have passed this Ordinance, and each and every section, subsection, sentence, clause, or phrase not declared invalid or unconstitutional without regard to whether any portion of the Ordinance would be subsequently declared invalid or unconstitutional.

Section 6. Effective Date. This Ordinance shall take affect thirty (30) days after its adoption. The City Clerk is directed to certify to the enactment of this Ordinance and to cause this ordinance to be published and/or posted as required by law.

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 23rd day of September 2020 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Gerardo Mayagoitia, City Clerk



AGENDA 5
ITEM NO. _____

CITY COUNCIL STAFF REPORT

DATE: SEPTEMBER 23, 2020

TO: HONORABLE MAYOR, AND MEMBERS OF THE CITY COUNCIL

FROM: JENNIFER E. VASQUEZ, CITY MANAGER *JW*

RE: CONSIDERATION OF RESOLUTION NO. 6145 APPOINTING JAMES TROYER TO SERVE AS INTERIM DIRECTOR OF BUILDING AND PLANNING PURSUANT TO GOVERNMENT CODE SECTION 21221(h)

RECOMMENDATION

Staff recommends that the City Council approve the Resolution of the City Council of the City of Maywood appointing James Troyer to serve as Interim Director of Building and Planning pursuant to Government Code Section 21221(h).

BACKGROUND

The position of Director of Building and Planning has been vacated this month. The Director of Building and Planning performs professional level and supervisory work over staff in the planning, building and safety, parking enforcement and public works divisions. Additionally, the position promotes orderly growth, development and improvement of the city through development review, land use planning and regulations, transportation/infrastructure planning, and the implementation of housing policies and programs.

Recruitment for this position has begun and is set to close in October.

DISCUSSION

The attached Resolution provides for an appointment under Government Code section 2122(h). Section 21221(h) permits a governing body to appoint a retiree

to fill a vacant position on an interim basis during recruitment for a permanent appointment. Mr. Troyer is qualified to fulfill this interim assignment because of his specialized skills for this position. During the last four (4) years he has served in interim capacities for other cities. Furthermore, during the span of his career Mr. Troyer served as a Director of Community Development, Planning Director, Planning Services Manager and Associate Planner in various cities.

LEGAL REVIEW

City Attorney has reviewed this report.

FISCAL IMPACT

Fiscal year 2020/2021 includes the position of Director of Building and Planning; these funds will cover the interim position.

The hourly rate of \$70.00 proposed to be paid is within the salary range for the position.

ATTACHMENT

Attachment No. 1 – Resolution of the City of Maywood Appointing James Troyer to Serve as Interim Director of Building and Planning Pursuant to Government Code Section 21221(h)

ATTACHMENT NO. 1

RESOLUTION NO. 6145

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MAYWOOD APPOINTING JAMES TROYER TO SERVE AS INTERIM DIRECTOR OF BUILDING AND PLANNING PURSUANT TO GOVERNMENT CODE SECTION 21221(h)

WHEREAS, James Troyer ("Troyer") [CalPers ID 1170315554] retired from the position of Community Development Director for the City of Fontana in 2016; and

WHEREAS, the City Council desires that Troyer serve on an interim basis as a retired annuitant to the vacant position of Director of Building and Planning for the City of Maywood ("City") under Government Code section 21221(h), effective September 24, 2020; and

WHEREAS, an appointment under Government Code section 21221(h) allows an interim appointment by the governing body of a contracting agency to a vacant position during recruitment for a permanent appointment; and

WHEREAS, the position of Director of Building and Planning is vacant as of September 10, 2020, and the City has commenced a recruitment for this vacancy and needs to fill the position on an interim basis to continue building and planning operations until a new permanent Director is hired; and

WHEREAS, this appointment shall only be made once and will end when the position of Director of Building and Planning is permanently filled; and

WHEREAS, Troyer is uniquely qualified to fulfill this interim assignment because of his specialized skills gained through training and experience during a long and successful career in building and planning; and

WHEREAS, the offer letter to Troyer from the City has been reviewed by the City Council and is attached herein; and

WHEREAS, Troyer's employment shall be limited to 960 hours per fiscal year, and it is understood by Troyer that such limit applies to appointments by all CalPERS employers combined; and

WHEREAS, the compensation paid to retirees cannot be less than the minimum, nor exceed the maximum, monthly base salary paid to other employees performing comparable duties, divided by 173.333 to equal the hourly rate; and

WHEREAS, the minimum monthly base salary for the position of Director of Building and Planning is \$10,000, and the hourly equivalent is \$57.69, and the maximum monthly base salary for this position is \$12,416.67 and the hourly equivalent is \$71.63; and

WHEREAS, the hourly rate paid to Troyer will be \$70.00; and

WHEREAS, Troyer has not received and will not receive any other benefit, incentive, compensation in lieu of benefit, or other form of compensation in addition to this hourly rate.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MAYWOOD DOES RESOLVE, DECLARE, DETERMINE AND ORDER AS FOLLOWS:

Section 1. The City Council of the City of Maywood hereby certifies the nature of the employment of Troyer and appoints Troyer to the position of Interim Director of Building and Planning to fill the vacancy during recruitment for a permanent appointment.

Section 2. The City Council hereby approves the offer letter attached herein, and authorizes the City Manager to take all necessary steps to effectuate Troyer's hire under the terms of the offer letter and this Resolution.

PASSED, APPROVED AND ADOPTED this 23rd day of September 2020.


Eduardo De La Riva, Mayor

ATTEST:


Gerardo Mayagoitia, City Clerk
Shirley Quinones, Deputy City Clerk

APPROVED AS TO FORM:


Roxanne Diaz, City Attorney

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES)
CITY OF MAYWOOD)

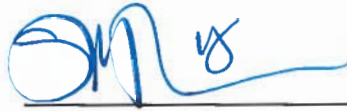
I, Gerardo Mayagoitia, City Clerk of the City of Maywood, do hereby certify the foregoing Resolution No. 6145 was duly passed and adopted by the City Council of the City of Maywood, at a regular meeting held on the 23rd day of September, 2020, by the following roll call vote, to wit:

AYES: MARQUEZ, ALVAREZ, MEDINA, LARA, DE LA RIVA

NAYES:

ABSENT:

ABSTAIN:



Gerardo Mayagoitia, City Clerk

Chirley Quiñones, Deputy City Clerk



AGENDA 6
ITEM NO. _____

CITY COUNCIL STAFF REPORT

DATE: SEPTEMBER 23, 2020

TO: HONORABLE MAYOR, AND MEMBERS OF THE CITY COUNCIL

FROM: JENNIFER E. VASQUEZ, CITY MANAGER 

BY: EDITH CARRILLO, ADMINISTRATIVE ANALYST

SUBJECT: CONSIDERATION OF APPROVAL OF SUBRECIPIENT AGREEMENT BETWEEN THE CITY OF MAYWOOD AND HUB CITIES CONSORTIUM (HUB CITIES) FOR INTAKE SERVICES AS THEY RELATE TO THE CITY'S EMERGENCY RENTAL ASSISTANCE PROGRAM

RECOMMENDATION

Staff recommends that the City Council approve the subrecipient agreement under the Community Development Block Grant program with HUB Cities to provide intake services for the City's emergency rental assistance program in the final form approved by the City Attorney.

BACKGROUND

On August 12, 2020, the Maywood City Council approved an Emergency Rental Assistance program for its residents. The Emergency Rental Assistance program will provide emergency rental assistance grants and utility assistance to income-eligible households economically impacted during the COVID-19 pandemic through job loss, furlough or reduction in hours or pay.

ANALYSIS

The Emergency Rental Assistance program will include two rounds of funding and selection will be processed by virtual lottery; which will be coordinated by HUB cities as part of their intake services. In accordance with HUD rules, the City will pay the landlord directly or if utility payments are included payment will go directly to utility companies

The verification process for this program is complex and time-consuming; due to this HUB Cities has been requested to assist in the reviewing and eligibility process of all applications submitted. In addition to HUB cities, staff also reached out to MDG Associates LLC. MDG was not able to provide the city with a proposal due to not having availability to take on a new client.

HUB Cities is based in the neighboring city of Huntington Park. They were founded in 1988 as the primary public job training and placement center for residents of the cities of Huntington Park, South Gate, Lynwood, Cudahy, Maywood and Bell Gardens. Due to this work they are very familiar with intake processing and the overall community. Most recently during the COVID-19 pandemic through the Community Infrastructure Renewal Fund (CIRF) program HUB cities assisted a total of 63 Maywood residents and provided \$124,875.00 in financial assistance for past due rents and utility payments. They provided intake services and distributed these funds.

LEGAL REVIEW

The City Attorney has reviewed this report.

FISCAL IMPACT

On August 12, 2020, the Maywood City Council allocated \$650,000 to be used for the Maywood Emergency Rental Assistance Program. The funding for this will come from three funding sources, CARES Act, CDBG, and PHLA. Breakdown of funding sources and amounts are listed below with required budget adjustments needed.

F.Y. 20-21 Impact: \$650,000	Current F.Y. Budget: 01-614-5430 195,000 16-611-5430 \$116,815 27-614-5430 \$256,740
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Funds Impacted: General Fund and CDBG, and Special Revenue	Budget adjustment requested: 01-614-5430 \$193,260 16-611-5430 \$200,000 27-614-5430 \$256,740 Total \$650,000
Source of funds: CARES ACT, CDBG, and Special Revenue (PHLA Grant)	Updated Account Budget: 01-614-5430 \$388,260 16-611-5430 \$316,815 27-614-5430 \$256,740
Account number: 01-614-5430 – General Fund Contractual Services 16-611-5430 – CDBG Contractual Services 27-614-5430 -Special Revenue State/County Grant Contractual Services	For fiscal year: 2020-2021

ATTACHMENT

Attachment No. 1: Professional Services Agreement

ATTACHMENT NO. 1

PROFESSIONAL SERVICES AGREEMENT

This AGREEMENT entered this 1st day of October, 2020 by and between the City of Maywood, a municipal corporation ("City") and HUB Cities, a non-profit corporation ("Subrecipient"). City and Subrecipient are sometimes referred to herein as the "Parties", and individually as a "Party".

WHEREAS, the City has applied for and received funds from the United States Government under Title I of the Housing and Community Development Act of 1974, Public Law 93-383; and

WHEREAS, the City has entered into a Contract with the County of Los Angeles Community Development Commission (CDC), to execute the City's Community Development Block Grant (CDBG) Program, which includes this project that requires the Sub-recipient to comply with all standard CDBG regulations ; and

WHEREAS, the Subrecipient desires to participate in this program and is qualified by reason of experience, preparation, organization, staffing, and facilities to provide services; and

WHEREAS, the City is willing to utilize a portion of its CDBG funds for this program.

NOW, THEREFORE, it is agreed between the parties hereto that:

RECITALS

A. City desires to utilize the services of Subrecipient as an independent contractor to perform COVID-19 Emergency Rental Assistance program intake services for rounds 1 and 2.

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

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

The Parties therefore agree as follows:

1. Subrecipient's Services.

A. Scope of Services. Subrecipient shall perform the services described in the Scope of Services (the "Services"), attached as **Exhibit A**. City may request, in writing, changes in the Scope of Services to be performed. Any changes mutually agreed upon

by the Parties, and any increase or decrease in compensation, shall be incorporated by written amendments to this Agreement.

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

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

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

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

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

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

2. Term of Agreement. The term of this Agreement shall be from the Effective Date through January 31, 2021, unless sooner terminated as provided in Section 13 of this Agreement or extended.

3. Compensation.

A. Compensation. As full compensation for Scope of Services satisfactorily rendered, City agrees to compensate Subrecipient, and Subrecipient agrees to accept in full satisfaction for the services required by this Agreement, \$40,443. Said Compensation shall constitute reimbursement of Subrecipient's fee for the services as well as the actual cost of any staff time, other direct or indirect costs or fees, including the work of employees, Subrecipients and subcontractors, equipment, materials, and supplies necessary to provide the service (including all labor, materials, delivery, tax, assembly,

and installation, as applicable). In no event shall the Subrecipient be paid more than \$40,443, which includes expenses and additional services (if any) during the term of this Agreement ("Maximum Compensation").

B. Expenses. The City will not reimburse Subrecipient for any expenses, unless expenses are agreed upon in advance in writing by both parties.

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

4. Method of Payment.

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

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

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

5. Independent Contractor.

A. Subrecipient is an independent contractor and not an employee of the City. All work or other Services provided pursuant to this Agreement shall be performed by Subrecipient or by Subrecipient's employees or other personnel under Subrecipient's supervision, and Subrecipient and all of Subrecipient's personnel shall possess the

qualifications, permits, and licenses required by State and local law to perform such Services, including, without limitation, a City of Maywood business license. Subrecipient will determine the means, methods, and details by which Subrecipient's personnel will perform the Services. Subrecipient shall be solely responsible for the satisfactory work performance of all personnel engaged in performing the Services and compliance with the customary professional standards.

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

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

D. Subrecipient shall indemnify and hold harmless City and its elected officials, officers, employees, servants, designated volunteers, and agents serving as independent contractors in the role of City officials, from any and all liability, damages, claims, costs

and expenses of any nature to the extent arising from, caused by, or relating to Subrecipient's personnel practices. or to the extent arising from, caused by or relating to the violation of any of the provisions of this Section. In addition to all other remedies available under law, City shall have the right to offset against the amount of any fees due to Subrecipient under this Agreement any amount due to City from Subrecipient as a result of Subrecipient's failure to promptly pay to City any reimbursement or indemnification arising under this Section. This duty of indemnification is in addition to Subrecipient's duty to defend, indemnify and hold harmless as set forth in any other provision of this Agreement.

6. PERS Compliance and Indemnification

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

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

7. Information and Documents.

A. Subrecipient covenants that all data, reports, documents, discussion, or other information (collectively "Data") developed or received by Subrecipient or provided for performance of this Agreement are deemed confidential and shall not be disclosed or released by Subrecipient without prior written authorization by City. City shall grant such authorization if applicable law requires disclosure. Subrecipient, its officers, employees, agents, or subSubrecipients shall not without written authorization from the City Manager

or unless requested in writing by the City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement or relating to any project or property located within the City. Response to a subpoena or court order shall not be considered "voluntary," provided Subrecipient gives City notice of such court order or subpoena.

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

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

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

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

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

A. Indemnities.

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

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

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

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

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

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

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

10. Insurance.

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

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

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

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

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

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

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

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

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

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

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

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

H. City Remedy for Noncompliance. If Subrecipient does not maintain the policies of insurance required under this Section in full force and effect during the term of this Agreement, or in the event any of Subrecipient's policies do not comply with the

requirements under this Section, City may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, City may, but has no duty to, take out the necessary insurance and pay, at Subrecipient's expense, the premium thereon. Subrecipient shall promptly reimburse City for any premium paid by City or City may withhold amounts sufficient to pay the premiums from payments due to Subrecipient.

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

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

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

11. Mutual Cooperation.

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

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

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

13. Termination of Agreement.

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

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

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

15. Default.

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

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

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

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

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

If to Subrecipient:
HUB Cities

17. Equal Employment Opportunity Clause. During the Performance of this Agreement, the Sub-recipient agrees as follows:

(a) The Sub-recipient will not discriminate against any employee or applicant of reemployment because of age, race, creed, sex, color or national origin. The Sub-recipient will take affirmative action to ensure that the applicants are employed, and that employees are treated during employment, without regard to their age, race, creed, sex color or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; rates of pay of other forms of compensation; and selection for training, including apprenticeship. The Sub-recipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this non-discrimination clause.

(b) The Sub-recipient will, in all solicitation of advertisement for employees be placed by or on behalf of the Sub-recipient; state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color sex, or national origin.

(c) The Sub-recipient will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this agreement so that such provision will be binding upon each Sub-recipient, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

(d) The Sub-recipient will comply with all provisions of the Executive Order 11246 of September 24, 1965 and of the rules, regulations, and relevant order of Secretary of Labor.

(e) The Sub-recipient will furnish all information and reports required by Executive Order 11246 of September 25, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the City and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

(f) In the event of the Sub-recipient's non-compliance with the equal opportunity clauses o the agreement or with any such rules, regulations or orders, this agreement

may be canceled, terminated, or suspended in whole or in part and the Sub-recipient maybe declared ineligible for further government contracts in accordance with procedures authorized in Executive Order of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(g) The Sub-recipient will include the provisions of paragraph (a) through (f) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each Sub-recipient or vendor. The Sub-recipient will take such action with respect to any subcontract or purchase order as the City may direct as a means of enforcing such provisions including sanctions for non-compliance; provided, however, that in the event the Sub-recipient becomes involved in, or is threatened with, litigation with a Sub-recipient or vendor as a result of such directions by the City, the Sub-recipient may request the United States to enter into such litigation to protect the interest of the United States.

18. Civil Rights Act of 1964. Under Title VI the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program activity receiving federal financial assistance.

19. Section 109 of The Housing And Community Development Act Of 1974. No person in the United States shall, on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits, or be subjected to discrimination under any program or activity funded in whole in part with funds made available under this title.

20. Age Discrimination Act Of 1975 And Rehabilitation Act Of 1973. Any prohibition against discrimination of the basis of age under the Age Discrimination Act of 1975, or with respect to an otherwise qualified handicapped individual, as provided in Section 504 of the Rehabilitation Act of 1973, shall also apply to any such program or activity.

22. "Section 3" Compliance In The Provision Of Training, Employment And Business Opportunities.

(a) The work to be performed under this agreement is on a project assisted under a program providing direct federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development and is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that, to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area and contract for work in connection with the project be awarded to business concerns which are located in or owned in substantial part by persons residing in the area of the project.

(b) The parties of the agreement will comply with the provision of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban development set forth in 24 CFR 135, and all applicable rules and orders of the Department issued there under prior to the execution of the agreement. The parties to this agreement Certify and agree that they are under contractual or other disability which would prevent them from complying with these requirements.

(c) The Sub-recipient will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding , if any, a notice advising the said labor organization of workers' representatives of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment of training.

(d) The Sub-recipient will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or receipt of federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the Sub-recipient is in violation of regulations under 24 CFR Pat 135 and will not let any subcontract unless the Sub-recipient has first provided him with a preliminary statement of availability to comply with the requirement of these regulations.

(e) Compliance with provision of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the contract, shall be in condition of the federal financial assistance provide to the project, binding upon the applicant or recipient for such assistance, its successors, and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its Sub-recipients and Sub-recipient, it successors and assigns to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanction as are specified by 24 CFR Part 135.

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

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

25. Waiver. No delay or omission to exercise any right, power or remedy accruing to City under this Agreement shall impair any right, power or remedy of City, nor shall it be construed as a waiver of, or consent to, any breach or default. No waiver of any breach,

any failure of a condition, or any right or remedy under this Agreement shall be (1) effective unless it is in writing and signed by the Party making the waiver, (2) deemed to be a waiver of, or consent to, any other breach, failure of a condition, or right or remedy, or (3) deemed to constitute a continuing waiver unless the writing expressly so states.

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

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

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

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

30. Entire Agreement and Modification of Agreement. This Agreement and all exhibits referred to in this Agreement constitute the final, complete and exclusive statement of the terms of the agreement between the Parties pertaining to the subject matter of this Agreement and supersede all other prior or contemporaneous oral or written

understandings and agreements of the Parties. No Party has been induced to enter into this Agreement by, nor is any Party relying on, any representation or warranty except those expressly set forth in this Agreement. This Agreement may not be amended, nor any provision or breach hereof waived, except in a writing signed by both Parties.

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

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

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

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

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

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

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

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

39. Corporate Authority. Each person executing this Agreement on behalf of his or her Party warrants that he or she is duly authorized to execute this Agreement on behalf of that Party and that by such execution, that Party is formally bound to the provisions of this Agreement.

40. Lobbying Certification.

(a) The Sub-recipient certifies that no Federal appropriated funds have been paid or will be paid, by or on behalf of the Sub-recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an making of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.

(b) The Sub-recipient certifies that if any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of any agency in connection with this Federal contract, grant, loan, or cooperative agreement, the Sub-recipient shall complete and submit Standard Form-U.L," Disclosures Form to Report Lobbying." In accordance with its instructions.

(c) The Sub-recipient shall require that the language of this certification be

included in all subcontracts and that all Sub-recipients shall certify and disclose accordingly.

Disclosure and Compliance. Sub-recipient agrees that any conflict or potential conflict of interest shall be full disclosed prior to execution of contract and Sub-recipient shall comply with all applicable federal, state and county laws and regulations governing conflict of interest including but not limited to 24 CFR Part 570.611 and 24 CFR Part 85, Section 85.36(b).

County of Los Angeles Requirement

(a) The Sub-recipient certifies that it is understood that each person/entity/firm who applies for a Community Development Commission contract, and as part of that process, shall certify that they are familiar with the requirements of Los Angeles County Chapter 2.160, (Los Angeles County Ordinance 93-0031) and;

(b) That all persons/entities/firms acting on behalf of the above-named firm have and will comply with the County Code, and;

(c) That any person/entity/firm who seeks a contract with the Community Development Commission shall be disqualified therefrom and denied the contract and, shall be liable in civil action, if any lobbyist, lobbying firm, lobbyist employer or any other

person or entity acting on behalf of the above named firm fails to comply with the provisions of the County Code.

[SIGNATURE PAGE FOLLOWS]

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

City:

City of Maywood,
a California municipal corporation

Subrecipient:

HUB Cities

By: _____
Eduardo De La Riva
Mayor of the City of Maywood

By: _____
Name: _____
Title: _____

ATTEST:

By: _____
Gerardo Mayagoitia, City Clerk

APPROVED AS TO FORM:

By: _____
Roxanne Diaz, City Attorney

EXHIBIT A

SCOPE OF SERVICES

On August 12, 2020, Maywood City Council approved an Emergency Rental Assistance program for its residents. The City of Maywood COVID-19 Emergency Rental Assistance program provides emergency rental assistance grants to income-eligible households economically impacted during the COVID-19 pandemic through job loss, furlough or reduction in hours or pay, residing in Maywood.

The City of Maywood Emergency Rental Assistance grant is a rental payment made on behalf of an income-eligible household, up to \$1,500 for a maximum period of 1 month to maintain housing and/or to reduce rental payment delinquency in arrears as a result of the economic downturn during the COVID-19 pandemic, however, there will be two rounds, so people can reapply for be selected for a second chance to receive this assistance on the second round of the lottery.

The City Council has also considered funding for administrative support as it relates to application assistance and review. City of Maywood has partnered with HUB Cities to assist in the reviewing and eligibility process of all applications submitted. The City Council so chose to hire a rental assistance program or a non-profit experienced with establishing and running a rental assistance program. The set-up process would be approximately two to three months.



Discussion/Action
AGENDA 7
ITEM NO. _____

CITY COUNCIL STAFF REPORT

DATE: SEPTEMBER 23, 2020

TO: HONORABLE MAYOR, AND MEMBERS OF THE CITY COUNCIL

FROM: JENNIFER E. VASQUEZ, CITY MANAGER *JV*

BY: SHIRLEY QUIÑONES, EXECUTIVE ASSISTANT/ DEPUTY CITY CLERK

RE: CITY POSITION ON A RESOLUTION BEING CONSIDERED BY THE LEAGUE OF CALIFORNIA CITIES (LEAGUE) AT THE 2020 ANNUAL CONFERENCE

RECOMMENDATION

Staff recommends that the City Council determine whether or not to support the following resolution that will be considered by the League of California Cities at its General Assembly Meeting on Friday, October 9, 2020: Resolution of the League of California Cities Calling for an Amendment of Section 230 of the Communications Decency Act of 1996 to require Social Media Companies to remove materials which promote criminal activities.

BACKGROUND

At its meeting of September 9, 2020, the Maywood City Council appointed Mayor De La Riva to serve as the City's voting delegate at the 2020 Annual Business Meeting. At that same meeting, Council appointed Mayor Pro Tem Lara and Councilmember Marquez to serve as the City's alternate voting delegates. The Annual Business Meeting will take place at the League's General Assembly Meeting in a virtual setting on Friday, October 9, 2020 at 11:00 a.m. During this meeting the General Assembly will consider one (1) resolution.

DISCUSSION

A copy of the 2020 Annual Conference Resolutions Packet is attached, which includes background information, support letters from various Cities, and League staff's analyses of the subject resolutions.

This resolution states that the League should urge Congress to amend Section 230 of the federal Communications Decency Act of 1996 (CDA) to limit the immunity provided to online platforms where their forums enable criminal activity to be promoted. The policy objective under this resolution, if enacted, would incentivize social media companies to establish and implement a reasonable program to identify and remove content that solicits criminal activity.

LEGAL REVIEW

This item was reviewed by the City Attorney.

FISCAL IMPACT

There is no fiscal impact with this action.

ATTACHMENT(S)

<u>Attachment No. 1:</u>	2020 Annual League of California Cities Conference Resolutions packet
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ATTACHMENT NO. 1



*Annual Conference
Resolutions Packet*

2020 Annual Conference Resolutions



October 7 – 9, 2020

INFORMATION AND PROCEDURES

RESOLUTIONS CONTAINED IN THIS PACKET: The League bylaws provide that resolutions shall be referred by the president to an appropriate policy committee for review and recommendation. Resolutions with committee recommendations shall then be considered by the General Resolutions Committee at the Annual Conference.

This year, one resolution has been introduced for consideration at the Annual Conference and referred to League policy committees.

POLICY COMMITTEES: Two policy committees will meet virtually at the Annual Conference to consider and take action on the resolution referred to them. The committees are: Governance, Transparency & Labor Relations and Public Safety. These committees will meet virtually on Tuesday, September 29, with the Governance, Transparency and Labor Relations Policy Committee meeting from 9:30 – 11:30 a.m. and the Public Safety Policy Committee meeting from 1:00 – 3:00 p.m. The sponsor of the resolution has been notified of the time and location of the meeting.

GENERAL RESOLUTIONS COMMITTEE: This committee will meet virtually at 1:00 p.m. on Thursday, October 8, to consider the reports of the policy committees regarding the resolutions. This committee includes one representative from each of the League's regional divisions, functional departments and standing policy committees, as well as other individuals appointed by the League president.

GENERAL ASSEMBLY: This meeting will be held virtually at 11:00 a.m. on Friday, October 9.

PETITIONED RESOLUTIONS: For those issues that develop after the normal 60-day deadline, a resolution may be introduced at the Annual Conference with a petition signed by designated voting delegates of 10 percent of all member cities (48 valid signatures required) and presented to the Voting Delegates Desk at least 24 hours prior to the time set for convening the Annual Business Meeting of the General Assembly. This year, that deadline is 12:30 p.m., Thursday, October 8.

Any questions concerning the resolutions procedures may be directed to Meg Desmond at the League office: mdesmond@cacities.org or (916) 658-8224

GUIDELINES FOR ANNUAL CONFERENCE RESOLUTIONS

Policy development is a vital and ongoing process within the League. The principal means for deciding policy on the important issues facing cities is through the League's seven standing policy committees and the board of directors. The process allows for timely consideration of issues in a changing environment and assures city officials the opportunity to both initiate and influence policy decisions.

~~Annual conference resolutions constitute an additional way to develop League policy. Resolutions should adhere to the following criteria.~~

Guidelines for Annual Conference Resolutions

1. Only issues that have a direct bearing on municipal affairs should be considered or adopted at the Annual Conference.
2. The issue is not of a purely local or regional concern.
3. The recommended policy should not simply restate existing League policy.
4. The resolution should be directed at achieving one of the following objectives:
 - (a) Focus public or media attention on an issue of major importance to cities.
 - (b) Establish a new direction for League policy by establishing general principals around which more detailed policies may be developed by policy committees and the board of directors.
 - (c) Consider important issues not adequately addressed by the policy committees and board of directors.
 - (d) Amend the League bylaws (requires 2/3 vote at General Assembly).

KEY TO ACTIONS TAKEN ON RESOLUTIONS

Resolutions have been grouped by policy committees to which they have been assigned.

Number	Key Word Index	Reviewing Body Action		
		1	2	3
		1 - Policy Committee Recommendation to General Resolutions Committee 2 - General Resolutions Committee 3 - General Assembly		

GOVERNANCE, TRANSPARENCY & LABOR RELATIONS POLICY COMMITTEE

		1	2	3
1	Amendment to Section 230 of The Communications Decency Act of 1996			

PUBLIC SAFETY POLICY COMMITTEE

		1	2	3
1	Amendment to Section 230 of The Communications Decency Act of 1996			

KEY TO ACTIONS TAKEN ON RESOLUTIONS *(Continued)*

Resolutions have been grouped by policy committees to which they have been assigned.

KEY TO REVIEWING BODIES

1. Policy Committee
2. General Resolutions Committee
3. General Assembly

KEY TO ACTIONS TAKEN

- | | |
|-----|---|
| A | Approve |
| D | Disapprove |
| N | No Action |
| R | Refer to appropriate policy committee for study |
| a | Amend+ |
| Aa | Approve as amended+ |
| Aaa | Approve with additional amendment(s)+ |
| Ra | Refer as amended to appropriate policy committee for study+ |
| Raa | Additional amendments and refer+ |
| Da | Amend (for clarity or brevity) and Disapprove+ |
| Na | Amend (for clarity or brevity) and take No Action+ |
| W | Withdrawn by Sponsor |

ACTION FOOTNOTES

- * Subject matter covered in another resolution
- ** Existing League policy
- *** Local authority presently exists

Procedural Note:

The League of California Cities resolution process at the Annual Conference is guided by the League Bylaws. A helpful explanation of this process can be found on the League's website by clicking on this link: [Resolution Process](#).

1. A RESOLUTION OF THE GENERAL ASSEMBLY OF THE LEAGUE OF CALIFORNIA CITIES CALLING FOR AN AMENDMENT OF SECTION 230 OF THE COMMUNICATIONS DECENCY ACT OF 1996 TO REQUIRE SOCIAL MEDIA COMPANIES TO REMOVE MATERIALS WHICH PROMOTE CRIMINAL ACTIVITIES

Source: City of Cerritos

Concurrence of five or more cities/city officials

Cities: City of Hawaiian Gardens, City of Lakewood, City of Ontario, City of Rancho Cucamonga, City of Roseville

Referred to: Governance, Transparency and Labor Relations and Public Safety Policy Committees

WHEREAS, local law enforcement agencies seek to protect their communities' residents, businesses, and property owners from crime; and

WHEREAS, increasingly, criminals use social media platforms to post notices of places, dates and times for their followers to meet to commit crimes; and

WHEREAS, Section 230 of the Communications Decency Act of 1996 currently provides online platforms (including social media platforms) immunity from civil liability based on third-party content and for the removal of content; and

WHEREAS, in the 25 years since Section 230's enactment, online platforms no longer function simply as forums for the posting of third-party content but rather use sophisticated algorithms to promote content and to connect users; and

WHEREAS, the United States Department of Justice, in its June 2020 report, "Section 230 — Nurturing Innovation or Fostering Unaccountability?," concluded the expansive interpretation courts have given Section 230 has left online platforms immune from a wide array of illicit activity on their services, with little transparency or accountability, noting it "makes little sense" to immunize from civil liability an online platform that purposefully facilitates or solicits third-party content or activity that violates federal criminal law; and

WHEREAS, current court precedent interpreting Section 230 also precludes state and local jurisdictions from enforcing criminal laws against such online platforms that, while not actually performing unlawful activities, facilitate them; and

WHEREAS, amendment of Section 230 is necessary to clarify that online platforms are not immune from civil liability for promoting criminal activities; and

NOW, THEREFORE, BE IT RESOLVED at the League General Assembly, assembled at the League Annual Conference on October 9, 2020 in Long Beach, California, that the League calls upon the U.S. Congress to amend Section 230 of the Communications Decency Act of 1996 to condition immunity from civil liability on the following:

1. Online platforms must establish and implement a reasonable program to identify and take down content which solicits criminal activity; and
 2. Online platforms must provide to law enforcement information which will assist in the identification and apprehension of persons who use the services of the platform to solicit and to engage in criminal activity; and
 3. An online platform that willfully or negligently fails in either of these duties is not immune from enforcement of state and local laws which impose criminal or civil liability for such failure.
-

Background Information to Resolution

Source: City of Cerritos

Background:

Social media platforms are now used as a primary means of communication, including by criminals who use them to advertise locations, dates, and times where the criminal acts will take place. Such communications, because they occur online, render the online platform immune from any civil liability for the costs incurred by law enforcement agencies that respond under Section 230 of the Communications Decency Act of 1996. Immunity from civil liability extends even to injunctive relief, thus preventing local governments from merely seeking an injunction against the online platform to have such a post removed.

The City of Cerritos supports the rights of free speech and assembly guaranteed under the First Amendment, but believes cities should have the ability to hold social media companies liable for their role in promoting criminal acts. Recently, the City suffered thousands of dollars in damages to respond to online threats that the Cerritos Mall would be looted. Anonymous posts on Instagram.com invited followers to “work together to loot Cerritos [M]all” only several days after the Lakewood Mall had been looted, causing thousands of dollars in damages. The posts were made under the names “cerritosmalllooting” and “cantstopusall,” among others. The City of Cerritos had no choice but to initiate response to protect the Mall and the public from this credible threat.

At the same time local governments face historic shortfalls owing to the economic effects of COVID-19, the nation’s social media platforms are seeing a record rise in profits. The broad immunity provided by Section 230 is completely untenable. Online platforms should be held responsible—and liable—for the direct harm they facilitate. Local governments are in no position to bear the costs of the crimes facilitated by these companies alone.

Congress is currently reviewing antitrust legislation and by extension, Section 230’s immunity provisions. The League urges Congress to amend Section 230 to limit the immunity provided to online platforms when they promote criminal activity to provide local governments some measurable form of relief.

League of California Cities Staff Analysis on Resolution No. 1

Staff: Charles Harvey, Legislative Representative
Bijan Mehryar, Legislative Representative
Caroline Cirrincione, Policy Analyst
Johnnie Piña, Policy Analyst

Committees: Governance, Transparency and Labor Relations
Public Safety

Summary:

This resolution states that the League of California Cities should urge Congress to amend Section 230 of the federal Communications Decency Act of 1996 (CDA) to limit the immunity provided to online platforms where their forums enable criminal activity to be promoted.

Ultimately, the policy objectives proposed under this resolution, if enacted, would incentivize social media companies to establish and implement a reasonable program to identify and remove content that solicits criminal activity.

Background:

The City of Cerritos is sponsoring this resolution in reaction to events whereby persons, using social media platforms to coordinate locations, dates, and times for their planned criminal activity, have committed acts of looting and vandalism resulting in both actual economic harm for targeted businesses, and pecuniary loss to cities who used resources to prevent such acts from occurring when such plans are discovered.

For example, just days after the Lakewood Mall had been looted, the City of Cerritos uncovered online communications via social media that persons were planning to target the nearby Cerritos Mall. Consequently, the city felt compelled to undertake measures to protect the Cerritos Mall, costing the city thousands of dollars to guard against what officials believed to be a credible threat.

Staff Comments:

Overview:

While there is certainly an argument to substantiate concerns around censorship, the use of social media as a tool for organizing violence is equally disturbing.

Throughout much of the 2020 Summer, there have been many reports of looting happening across the country during what were otherwise mostly peaceful demonstrations. Combined with the speculation of who is really behind the looting and why, the mayhem has usurped the message of peaceful protestors, causing a great deal of property damage in the process. Likewise, these criminal actions have upended the livelihood of some small business owners, many of whom were already reeling in the wake of the COVID-19 pandemic.

While social media allows people to connect in real time with others all over the world, organized illegal activity using social media is made easier by the anonymous nature of virtual interactions.

Nation's Reaction to the Murder of George Floyd:

Shortly after the senseless killing of George Floyd by law enforcement on May 26, 2020, civil unrest began as local protests in the Minneapolis–Saint Paul metropolitan area of Minnesota before quickly spreading nationwide to more than 2,000 cities and towns across the United States, and in approximately 60 countries in support of the Black Lives Matter movement. Protests unfolded across the country throughout the entire month of June and into July, and persisted in a handful of cities such as Portland and Seattle into the month of August.

Although the majority of protests were peaceful, some demonstrations in cities escalated into riots, looting, and street skirmishes with police. While much of the nation's focus has been on addressing police misconduct, police brutality, and systemic racism, some have used demonstrators' peaceful protests on these topics as opportunities to loot and/or vandalize businesses, almost exclusively under the guise of the "Black Lives Matter" movement. It has been uncovered that these "flash robs"¹ were coordinated through the use of social media. The spontaneity and speed of the attacks enabled by social media make it challenging for the police to stop these criminal events as they are occurring, let alone prevent them from commencing altogether.

As these events started occurring across the country, investigators quickly began combing through Facebook, Twitter, and Instagram seeking to identify potentially violent extremists, looters, and vandals and finding ways to charge them after — and in some cases before — they sow chaos. While this technique has alarmed civil liberties advocates, who argue the strategy could negatively impact online speech, law enforcement officials claim it aligns with investigation strategies employed in the past.

Section 230 and other Constitutional Concerns

At its core, Section 230(c)(1) of the CDA provides immunity from liability for providers and users of an "interactive computer service" who publish information provided by third-party users. Essentially, this protects websites from lawsuits if a user posts something illegal, although there are exceptions for copyright violations, sex work-related material, and violations of federal criminal law.

Protections from Section 230 have come under more recent scrutiny on issues related to hate speech and ideological biases in relation to the influence technology companies can hold on political discussions.

Setting aside Section 230, there are some potential constitutional issues one could raise, should there be an attempt to implement such a resolution into statute.

¹ The "flash robs" phenomenon—where social media is used to organize groups of teens and young adults to quickly ransack and loot various retail stores—began to occur sporadically throughout the United States over the past ten years.

In the United States, the First Amendment prohibits the government from restricting most forms of speech, which would include many proposals to force tech companies to moderate content. While “illegal” types of speech enjoy limited or no First Amendment protection, the line for delineating between “legal” and “illegal” speech is very difficult to determine. Consequently, one would expect online platforms to push back on whether there is a constitutionally feasible way for them to “identify” protected speech versus unprotected speech, or whether there is a feasible way to define “content which solicits criminal activity.” A law requiring companies to moderate content based on the political viewpoint it expresses, for example, would likely be struck down as unconstitutional.

Nonetheless, private companies can create rules to restrict speech if they so choose. Online platforms sometimes argue they have constitutionally-protected First Amendment rights in their “editorial activity,” and therefore, it violates their constitutional rights to require them to monitor (i.e., “identify and take down”) content that may be protected under the First Amendment. They may also argue, along the same lines, that the government may not condition the granting of a privilege (i.e., immunity) on doing things that amount to a violation of their first amendment rights. This is why Facebook and Twitter ban hate speech and other verifiably false information, for example, even though such speech is permitted under the First Amendment.

With respect to privacy and the Fourth Amendment, online platforms may argue that requiring them to “provide to law enforcement information that will assist in the identification and apprehension of persons who use the services of the platform to solicit and to engage in criminal activity,” turns them into government actors that search users’ accounts without a warrant based on probable cause, in violation of the Fourth Amendment.

Industry Perspective

Unsurprisingly, industry stakeholders have strong opinions for what such changes could mean for their respective business models.

For instance, a Facebook spokesperson recently noted in a Fortune article that, “By exposing companies to potential liability for everything that billions of people around the world say, this would penalize companies that choose to allow controversial speech and encourage platforms to censor anything that might offend anyone.”

The article acknowledges that in recent years, both political parties have put social media companies under increased scrutiny, but they are not unified in their stated concerns. While Republicans accuse the companies of unfairly censoring their post, Democrats complain that these companies fail to do enough to block misinformation, violent content, and hate speech.

The article concludes that there is no way companies like Facebook and Twitter could operate without Section 230, and that the removal of this section would thereby “eliminate social media as we know it.”

Recent Federal Action on Social Media

The President recently issued an *Executive Order on Preventing Online Censorship*. In it, he notes the following:

“The growth of online platforms in recent years raises important questions about applying the ideals of the First Amendment to modern communications technology. Today, many Americans follow the news, stay in touch with friends and family, and share their views on current events through social media and other online platforms. As a result, these platforms function in many ways as a 21st century equivalent of the public square.

Twitter, Facebook, Instagram, and YouTube wield immense, if not unprecedented, power to shape the interpretation of public events; to censor, delete, or disappear information; and to control what people see or do not see.”

Ultimately the President implores the U.S. Attorney General to develop a proposal for federal legislation that “would be useful to promote the policy objectives of this order.” The President is not subtle in communicating his desire to ultimately see legislation heavily slanted toward the preservation of free speech on social media, which some interpret as a maneuver to preempt Twitter and Facebook from regulating speech they otherwise deem as hateful or demonstrably false.

Considerations for Congress

Courts have generally construed Section 230 to grant internet service providers broad immunity for hosting others’ content. Many have claimed that Section 230’s immunity provisions were critical to the development of the modern internet, and some continue to defend Section 230’s broad scope. But simultaneously, a variety of commentators and legislators have questioned whether those immunity provisions should now be narrowed, given that the internet looks much different today than it did in 1996 when Section 230 was first enacted.

One way for Congress to narrow Section 230’s liability shield would be to create additional exceptions, as it did with FOSTA and SESTA². If a lawsuit does not fall into one of the express exceptions contained in Section 230(e)³, courts may have to engage in a highly fact-specific inquiry to determine whether Section 230 immunity applies: Section 230(c)(1) immunity will be inapplicable if the provider itself has developed or helped to develop the disputed content, while Section 230(c)(2) immunity may not apply if a service provider’s decision to restrict access to content was not made in good faith.

Date Storage and Usage Considerations for Cities

Section 2 of the conditions the resolution applies to civil immunity requires that online platforms provide relevant information to law enforcement to assist in the identification and apprehension of persons who use the services of the platform to solicit and to engage in criminal activity. This section would most likely require the development of new procedures and protocols that govern law enforcements usage and retention of such information. Those new policies and procedures would undoubtedly raise privacy concerns depending on how wide the latitude is for law

² The Fight Online Sex Trafficking Act (FOSTA) and the Stop Enabling Sex Traffickers Act (SESTA) create an exception to Section 230 that means website publishers *would* be responsible if third parties are found to be posting ads for prostitution — including consensual sex work — on their platforms.

³ Section 230(e) says that Section 230 will not apply to: (1) federal criminal laws; (2) intellectual property laws; (3) any state law that is “consistent with” Section 230; (4) the Electronic Communications Privacy Act of 1986; and (5) civil actions or state prosecutions where the underlying conduct violates federal law prohibiting sex trafficking.

enforcement to request such information. In those circumstances cities could end up themselves incurring new liability for the governance of data that could either violate certain privacy rules or increase their data governance costs.

Fiscal Impact:

Unlike the costly resources needed to support or oppose a ballot measure, a federal resolution from the League of California Cities that simply urges Congress to undertake certain action should have a negligible fiscal impact, if any monetary impact at all.

~~Regarding cities, if social media had no immunity for its failure to police content that solicits criminal activity, then an individual city could theoretically save thousands if not millions of dollars, depending on its size and other subjective circumstances. Collectively, cities across the country could potentially save at least hundreds of millions between redress for actual economic harm suffered and/or the cost of preventative measures taken to stop criminal activity from occurring in the first place.~~

Conversely, if social media platforms were to shut down, due to an inability to comply with a policy requirement to regulate speech on the internet, it is unclear on how cities might be impacted from a fiscal standpoint.

Existing League Policy:

Public Safety:

Law Enforcement

The League supports the promotion of public safety through:

- Stiffer penalties for violent offenders, and
- Protecting state Citizens' Option for Public Safety (COPS) and federal Community Oriented Police Services (COPS) funding and advocating for additional funding for local agencies to recoup the costs of crime and increase community safety.

Violence

The League supports the reduction of violence through strategies that address gang violence, domestic violence, and youth access to tools of violence, including but not limited to firearms, knives, etc.

The League supports the use of local, state, and federal collaborative prevention and intervention methods to reduce youth and gang violence.

Governance, Transparency & Labor Relations:

Private Sector Liability

The League will work closely with private sector representatives to evaluate the potential for League support of civil justice reform measures designed to improve the business climate in California. These measures should be evaluated on a case-by-case basis through the League police process.

Questions to Consider:

Many cities obviously believe that creating civil liability for social media platforms—due to their role in providing the communication mediums for those who organize looting attacks— is key to deterring this organized criminal activity.

If such a change was actually passed by Congress, it would force social media to essentially police every conversation on stakeholders' respective platforms, putting immense pressure on the industry to make subjective determinations about what conversations are appropriate and what are unacceptable.

At the end of the day, there are a few questions to consider in assessing this proposed resolution:

- 1) *What would this resolution's impact be on free speech and government censorship?*
- 2) *What are the expectations for cities when they receive information from a social media platform about a potentially credible threat in their respective communities? Does a city become liable for having information from a social media platform and the threat occurs?*
- 3) *What would the costs be to develop and maintain new data governance policies, including data infrastructure, to store this information?*
- 4) *What is the role of the League in engaging in issues relating to someone's privacy?*

Support:

The following letters of concurrence were received:

City of Hawaiian Gardens

City of Lakewood

City of Ontario

City of Rancho Cucamonga

City of Roseville

LETTERS OF CONCURRENCE

Resolution No. 1

**Amendment to Section 230 of the Communications
Decency Act of 1996**



CITY OF HAWAIIAN GARDENS

"Our Youth - Our Future"

August 7, 2020

John Dunbar, President
jdunbar@yville.com
League of California Cities
1400 K Street, Suite 400
Sacramento, CA 95814

Dear President Dunbar:

On August 3, 2020, the Cerritos City Council approved to sponsor a Resolution of the City Council of the City of Cerritos Submitting to the League of California Cities General Assembly a Proposed Resolution Regarding Support of Legislation Related to Social Media Platform Accountability for Promotion of Criminal Acts.

This proposed resolution with the required background information will be submitted to the League of California Cities for consideration by the General Assembly at the Annual Conference on October 9, 2020. (Attachments 1 and 2) The intent of the resolution is to address the use of social medial platforms for posting information that leads followers to meet and commit crimes and to also hold these platforms and the persons who post said information civilly and criminally accountable for all costs incurred by the local jurisdictions where the crimes occurred.

The public safety efforts in the City of Hawaiian Gardens would certainly benefit from such legislation. This letter serves to support the City of Cerritos in their efforts to submit of the above mentioned resolution to the League of California Cities for consideration at the 2020 Annual Conference.

Sincerely,



Ernie Hernandez
City Manager

cc Blanca Pacheco, President, LA County Division/League of California Cities - bpacheco@downeyca.org
Meg Desmond, League of California Cities - mdesmond@cacities.org
Kristine Guerrero, LA County Division/League of California Cities - kguerrero@cacities.org
Kathy Matsumoto, Assistant City Manager, City of Cerritos - kmatsumoto@cerritos.us

Jeff Wood
Vice Mayor

Ariel Pe
Council Member

Steve Tamm
Council Member

Diane DuBois
Council Member



Todd Rogers
Mayor

August 5, 2020

John Dunbar, President
jdunbar@yville.com
League of California Cities
1400 K Street, Suite 400
Sacramento, CA 95814

Dear President Dunbar:

On August 3, 2020, the Cerritos City Council approved to sponsor a **Resolution of the City Council of the City of Cerritos Submitting to the League of California Cities General Assembly a Proposed Resolution Regarding Support of Legislation Related to Social Media Platform Accountability for Promotion of Criminal Acts.**

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This letter serves to support the City of Cerritos in their efforts to submit the above mentioned resolution to the League of California Cities for consideration at the 2020 Annual Conference.

Sincerely,

A handwritten signature in black ink, appearing to read "Todd Rogers", is written over a horizontal line.

Todd Rogers
Mayor

cc: Blanca Pacheco, President, LA County Division/League of California Cities - bpacheco@downeyca.org
Meg Desmond, League of California Cities - mdesmond@cacities.org
Kristine Guerrero, LA County Division/League of California Cities - kguerrero@cacities.org
Kathy Matsumoto, Assistant City Manager, City of Cerritos - kmatsumoto@cerritos.us

Lakewood

5050 Clark Avenue, Lakewood, CA 90712 • (562) 866-9771 • Fax (562) 866-0505 • www.lakewoodcity.org • Email: service1@lakewoodcity.org

CITY OF

303 EAST "B" STREET, CIVIC CENTER ONTARIO



ONTARIO

CALIFORNIA 91764-4105

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FAX (909) 395-2070

PAUL S. LEON
MAYOR

DEBRA DORST-PORADA
MAYOR PRO TEM

ALAN D. WAPNER
JIM W. BOWMAN
RUBEN VALENCIA
COUNCIL MEMBERS

SCOTT OCHOA
CITY MANAGER

SHEILA MAUTZ
CITY CLERK

JAMES R. MILHISER
TREASURER

August 6, 2020

John Dunbar, President
jdunbar@yville.com
League of California Cities
1400 K Street, Suite 400
Sacramento, CA 95814

Dear President Dunbar:

On August 3, 2020, the Cerritos City Council approved to sponsor a **Resolution of the City Council of the City of Cerritos Submitting to the League of California Cities General Assembly a Proposed Resolution Regarding Support of Legislation Related to Social Media Platform Accountability for Promotion of Criminal Acts.**

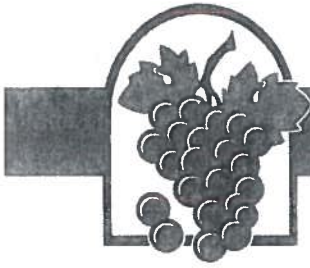
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This letter serves to support the City of Cerritos in their efforts to submit the above-mentioned resolution to the League of California Cities for consideration at the 2020 Annual Conference.

Sincerely,

Alan D. Wapner
Council Member
League of California Cities Board Member

c: Blanca Pacheco, President, LA County Division/League of California Cities - bpacheco@downeyca.org
Meg Desmond, League of California Cities - mdesmond@cacities.org
Kristine Guerrero, LA County Division/League of California Cities - kguerrero@cacities.org
Kathy Matsumoto, Assistant City Manager, City of Cerritos - kmatsumoto@cerritos.us



CITY OF RANCHO CUCAMONGA

10500 Civic Center Drive | Rancho Cucamonga, CA 91730 | 909.477.2700 | www.CityofRC.us

August 6, 2020

John Dunbar, President
jdunbar@yville.com
League of California Cities
1400 K Street, Suite 400
Sacramento, CA 95814

Dear President Dunbar:

On August 3, 2020, the Cerritos City Council approved to sponsor a **Resolution of the City Council of the City of Cerritos Submitting to the League of California Cities General Assembly a Proposed Resolution Regarding Support of Legislation Related to Social Media Platform Accountability for Promotion of Criminal Acts.**

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On behalf of the City of Rancho Cucamonga, this letter serves to support the City of Cerritos in their efforts to submit the above mentioned resolution to the League of California Cities for consideration at the 2020 Annual Conference.

Sincerely,

L. Dennis Michael
Mayor

cc: Blanca Pacheco, President, LA County Division/League of California Cities - bpacheco@downeyca.org
Meg Desmond, League of California Cities - mdesmond@cacities.org
Kristine Guerrero, LA County Division/League of California Cities - kguerrero@cacities.org
Kathy Matsumoto, Assistant City Manager, City of Cerritos - kmatsumoto@cerritos.us

August 7, 2020

John Dunbar, President
jdunbar@yville.com
League of California Cities
1400 K Street, Suite 400
Sacramento, CA 95814

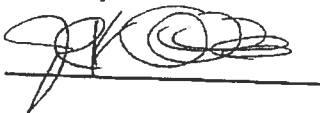
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On behalf of the City of Roseville, this letter serves to support the City of Cerritos in their efforts to submit the above mentioned resolution to the League of California Cities for consideration at the 2020 Annual Conference.

Sincerely,



John B. Allard II,
Mayor

Cc: Blanca Pacheco, President, LA County Division/League of California Cities - bpacheco@downeyca.org
Meg Desmond, League of California Cities - mdesmond@cacities.org
Kristine Guerrero, LA County Division/League of California Cities - kguerrero@cacities.org
Kathy Matsumoto, Assistant City Manager, City of Cerritos - kmatsumoto@cerritos.us
Jason Gonsalves, Joe A. Gonsalves and Son