



CITY OF LAWNDALE

14717 Burin Avenue, Lawndale, California 90260
Phone (310) 973-3200 – www.lawndalecity.org

AGENDA LAWNDALE CITY COUNCIL REGULAR MEETING Monday, November 18, 2019 - 6:30 p.m. Lawndale City Hall Council Chamber 14717 Burin Avenue

Any person who wishes to address the City Council regarding any item listed on this agenda or any other matter that is within its subject matter jurisdiction is invited, but not required, to fill out a public meeting speaker card and submit it to the city clerk prior to the oral communications portion of the meeting. The purpose of the card is to ensure that speakers' names are correctly recorded in the meeting minutes and, where appropriate, to provide contact information for later staff follow-up.

Copies of this agenda may be obtained prior to the meeting in the Lawndale City Hall foyer. Copies of staff reports or other written documentation relating to each agenda item are available for public inspection in the Lawndale City Hall foyer and the public library. Interested parties may contact the City Clerk Department at (310) 973-3213 for clarification regarding individual agenda items.

This agenda is subject to revision up to 72 hours before the meeting.

- A. **CALL TO ORDER AND ROLL CALL**
- B. **CEREMONIALS** (Flag Salute and Inspiration)
- C. **PUBLIC SAFETY REPORT**
- D. **ORAL COMMUNICATIONS - ITEMS NOT ON THE AGENDA** (Public Comments)
- E. **COMMENTS FROM COUNCIL**
- F. **CONSENT CALENDAR**

The consent calendar, agenda items 1 through 6, will be considered and acted upon under one motion unless a councilmember removes individual items for further council consideration or explanation.

1. **Motion to read by title only and waive further reading of all ordinances listed on the agenda**
Recommendation: that the City Council approve.
2. **Senior Citizen Advisory Committee Appointments**
Recommendation: that (a) the City Council approve the Mayor's appointments by directing staff to insert the appointees' names in Section 1 of Resolution No. CC-1911-054, and (b) that the City Council adopt the resolution as amended.
3. **Beautification Committee Appointment**
Recommendation: that (a) the City Council approve the Mayor's appointment by directing staff to insert the appointee's name in Section 1 of Resolution No. CC-1911-056, and (b) that the City Council adopt the resolution as amended.

4. **Federally Funded Employment and Job Training – South Bay Workforce Investment Board Activities Summary**

Recommendation: that the City Council receive and file the report.

5. **Accounts Payable Register**

Recommendation: that the City Council adopts Resolution No. CC-1911-053, authorizing the payment of certain claims and demands in the amount of \$638,912.44.

6. **Minutes of the Lawndale City Council Regular Meeting – November 4, 2019**

Recommendation: that the City Council approve.

G. **PUBLIC HEARING**

7. **Residential and Commercial Solid Waste Collection Service Rates**

Recommendation: that (a) the City Council conduct a public hearing, (b) consider the testimony of any interested parties, and (c) adopt Resolution No. CC-1911-055, approving the residential and commercial/multifamily solid waste disposal and recycling rates effective January 1, 2020.

H. **ADMINISTRATION**

8. **Appointment of City Manager- Kevin M. Chun**

Recommendation: that (a) the City Council approve the proposed City Manager Employee Agreement between the City of Lawndale and Kevin M. Chun; and (b) appoint Kevin M. Chun as the City Manager effective December 10, 2019.

I. **ITEMS FROM COUNCILMEMBERS**

9. **Urgency Ordinance prohibiting no-fault evictions for residential properties through December 31, 2019** - requested by Mayor Pullen-Miles.

Recommendation: that (a) the City Council discuss this item and receive public comment, if any, on the matter; (b) find that this action is categorically exempt from CEQA pursuant to Section 15061(b)(3) of the CEQA Guidelines; and (c) approve Urgency Ordinance No. 1166-19 temporarily prohibiting no-fault evictions for residential real properties within the City through December 31, 2019.

10. **Mayor/Councilmember Report of Attendance at Meetings and/or Events**

J. **CLOSED SESSION**

11. **Conference with Labor Negotiator**

The City Council will conduct a closed session, pursuant to Government Code section 54957.6, with the city manager, the city attorney and the City's negotiators, regarding labor negotiations with Local 1895, Council 36, American Federation of State, County and Municipal Employees, AFL-CIO, representing the City's mid-management and classified employees.

12. Conference with Legal Counsel – Anticipated Litigation

The City Council will conduct a closed session, pursuant to Government Code section 54956.9(d)(4), because the City is considering whether to participate with an amicus brief in the City of Gardena v. Regional Water Quality Control Board – Los Angeles Region, et al., CA 4th District Court of Appeal Division 3 - Case No. G058540.

K. ADJOURNMENT

The next regularly scheduled meeting of the City Council will be held at 6:30 p.m. on Monday, December 2, 2019 in the Lawndale City Hall council chamber, 14717 Burin Avenue, Lawndale, California.

It is the intention of the City of Lawndale to comply with the Americans with Disabilities Act (ADA) in all respects. If, as an attendee or a participant at this meeting, you will need special assistance beyond what is normally provided, we will attempt to accommodate you in every reasonable manner. Please contact the City Clerk Department (310) 973-3213 prior to the meeting to inform us of your particular needs and to determine if accommodation is feasible. Please advise us at that time if you will need accommodations to attend or participate in meetings on a regular basis.

I hereby certify under penalty of perjury under the laws of the State of California that the agenda for the regular meeting of the City Council to be held on November 18, 2019 was posted not less than 72 hours prior to the meeting.

Matthew Ceballos, Assistant City Clerk



CITY OF LAWDALE
14717 BURIN AVENUE, LAWDALE, CALIFORNIA 90260
PHONE (310) 973-3200 ♦ www.lawndalecity.org

DATE: November 18, 2019
TO: Honorable Mayor and City Council
FROM: Matthew R. Ceballos, Assistant City Clerk *MC*
SUBJECT: Motion Pertaining to the Reading of Ordinances

BACKGROUND

California Government Code reads, in part, as follows:

"Except when, after reading the title, further reading is waived by regular motion adopted by majority vote, all ordinances shall be read in full either at the time of introduction or passage."

RECOMMENDATION

Staff recommends that the City Council read by title only and waive further reading of all ordinances listed on the agenda.



CITY OF LAWDALE

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PHONE (310) 973-3200, FAX (310) 644-4556
www.lawndalecity.org

DATE: November 18, 2019
TO: Honorable Mayor and City Council
FROM: Stephen N. Mandoki, City Manager *SM*
PREPARED BY: Matthew Ceballos, Assistant City Clerk *MC*
SUBJECT: Senior Citizen Advisory Committee Appointments

BACKGROUND

August 21, 2017, with the adoption of Resolution No. CC-1708-039 and Council Policy 94-09 the City Council extended the terms of the then-current Lawndale Senior Citizen Advisory Committee members to end February 28, 2019.

On March 18, 2019, with the adoption Resolution No. CC-1903-013 City Council ratified the appointment of 8 Senior Citizen Advisory Committee members.

On June 3, 2019, with the adoption Resolution No. CC-1906-029 City Council ratified the appointment of 1 Senior Citizen Advisory Committee member.

STAFF REVIEW

Due to ongoing vacancies, continued appointments to the Senior Citizen Advisory Committee are necessary.

To be appointed to the Senior Citizen Advisory Committee, a person must submit a written application, must be at least 18 years of age, and must reside in the city for at least consecutive 30 days before submitting the application. Pursuant to California Government Code Section 40605, the mayor appoints new members with the approval of the City Council.

The City received 2 applications for appointment to the committee.

The following applicants have been reviewed by Mayor Pullen-Miles and have been selected for reappointment:

Moses P. Dennis
Edna McQuirter

In anticipation that the Mayor would make appointments and that the City Council would approve the appointments, we have prepared Resolution No. CC-1911-054 for your consideration.

The appointment term will start immediately and end February 28, 2021.

LEGAL REVIEW

City Attorney Tiffany Israel reviewed the resolution and approves it as to form.

FUNDING

None.

RECOMMENDATION

Staff recommends that: a) the City Council approve the Mayor's appointments by directing staff to insert the appointees' names in Section 1 of Resolution No. CC-1911-054, and b) that the City Council adopt the resolution as amended.

Attachments: Resolution No. CC-1911-054
 Applications for appointment to the Senior Citizen Advisory Committee

RESOLUTION NO. CC-1911-054

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF LAWNSDALE, CALIFORNIA,
CONFIRMING APPOINTMENTS TO
THE SENIOR CITIZEN ADVISORY COMMITTEE**

WHEREAS, the City Council established, by Resolution No. CC-1407-032, the 12-member Senior Citizen Advisory Committee (“Committee”) of the City of Lawnsdale; and

WHEREAS, on August 21, 2017, with the adoption of Resolution No. 1708-039 and Council Policy 94-09, the City Council extended the terms of the then-current Committee to end February 28, 2019; and

WHEREAS, all committee members are appointed by the mayor, with the approval of the City Council, for a term commencing on March 1 of each odd numbered year and terminating on February 28 of the succeeding odd numbered year; and

WHEREAS, pursuant to Council Policy No. 94-09, the Committee shall consist of twelve Lawnsdale residents; and

WHEREAS, the committee currently has only nine members; and

WHEREAS, eligible residents have submitted applications for appointment to the Committee; and

WHEREAS, the Mayor and City Council have reviewed the applications; and

WHEREAS, the Mayor has appointed the applicants to the Committee and the City Council wishes to ratify the appointments.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LAWNSDALE DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. The City Council approves the Mayor’s appointments of _____, to the Senior Citizen Advisory Committee.

SECTION 2. The member of the Senior Citizen Advisory Committee shall serve a term of office to commence immediately and expire on February 28, 2021, unless earlier removed.

SECTION 3. Pursuant to Council Policy No. 93-09, a newly appointed committee member must submit to a background check upon appointment.

SECTION 4. The member of the Senior Citizen Advisory Committee shall serve without compensation, unless the City Council, by resolution or otherwise, provides, but may

receive reimbursement for necessary travel and other expenses incurred in the performance of an official duty, when such expenditures are first authorized by the City Council.

PASSED, APPROVED AND ADOPTED this 18th day of November, 2019.

Robert Pullen-Miles, Mayor

ATTEST:

State of California)
County of Los Angeles) SS
City of Lawndale)

I, Rhonda Hofmann Gorman, City Clerk of the City of Lawndale, California, do hereby certify that the City Council of the City of Lawndale duly approved and adopted the foregoing Resolution No. CC-1911-054 at a regular meeting of said Council held on the 18th day of November, 2019, by the following roll call vote:

Name	Voting		Present, Not Voting		Absent
	Aye	No	Abstain	Not Participating	
Robert Pullen-Miles, Mayor					
James H. Osborne, Mayor Pro Tem					
Pat Kearney					
Daniel Reid					
Bernadette Suarez					

Rhonda Hofmann Gorman, City Clerk

APPROVED AS TO FORM:

Tiffany J. Israel, City Attorney



19 SEP 16 5:58PM

CITY OF LAWDALE APPLICATION FOR APPOINTMENT TO CITY COMMISSIONS, COMMITTEES AND BOARDS

I am applying for appointment to: (check all boxes that apply)

- | | |
|--|---|
| <input checked="" type="checkbox"/> Planning Commission | <input checked="" type="checkbox"/> Beautification Committee |
| <input checked="" type="checkbox"/> Parks, Recreation & Social Services Commission | <input checked="" type="checkbox"/> Senior Citizen Advisory Committee |
| <input type="checkbox"/> Media and Technology Advisory Committee | <input type="checkbox"/> Personnel Board |

MOSES P DENNIS

Name: _____ Daytime Phone: _____
LAWDALE 90260

Home Address: _____ City: _____ Zip: _____
8

E-mail Address: _____ Yrs. Lived in Lawndale: _____
REAL ESTATE BROKER - BUSINESS OWNER, VOLUNTEER COACH

Occupation (briefly describe your duties): _____
LAX BEACH PROPERTIES, INC.

Employer: _____ Work Phone: _____
214 Main Street, Suite 172 EL SEGUNDO 90245

Work Address: _____ City: _____ Zip: _____
MBA-INT'L TRADE, BA-ECONOMICS, BBA-MANAGEMENT, BSC-RE

Educational Background/Degrees: _____
REAL ESTATE BROKER, ABR, AHWD, CAM, CIPS, CRB, CRS, GRI,

Licenses or Special Certificates Held: _____

List any other committees/commissions on which you have served, and the year(s) of service:
NONE - BUT I HAVE SERVED ON INDUSTRY ASSOCIATIONS AND CHAIRED COMMITTEES

Organizations to which you belong (professional, technical, community, services):
CALIFORNIA ASSOCIATION OF REALTORS, AACSC, NAR, SBAOR, USATF, CTSA

State why you wish to serve and why you believe you are qualified for the position. (Use additional paper, if necessary).
I WOULD LIKE TO SUPPORT THE CITY LEADERSHIP AND CONTRIBUTE TO THE CITY I LIVE IN. PLEASE REFER TO THE ATTACHED COVER LETTER AND ADDITIONAL DOCUMENTATION ATTACHED SUPPORTING MY CANDIDACY.

References (include name and daytime phone number):
(1) EDWINA MAGANA - _____
(2) JULIANA SHERRILL - _____

I hereby certify that this application is complete and true in all respects and understand that any falsification or omission may be cause for disqualification. I understand and agree to the following: a) that I am disqualified from appointment to any advisory body if I am a relative of a councilmember, a city employee or a person appointed to the same advisory body to which I am applying; b) that any or all information on this form may be verified; c) that this document is a public record subject to disclosure under the Public Records Act; and d) that, if I am appointed, I will be required to submit to a background check by the City.

Signature: _____ Date: 09/05/2019

The City of Lawndale advises the public, employees and job applicants that it does not discriminate on the basis of race, color, religion, national origin, sex, age or handicap status in providing its services, programs, benefits and employment.

RETURN THIS FORM TO:
CITY CLERK, CITY OF LAWDALE, 14717 BURIN AVENUE, LAWDALE, CA. 90260
For information call (310) 973-3213



'19 OCT 8 6:03 PM

CITY OF LAWDALE APPLICATION FOR APPOINTMENT TO CITY COMMISSIONS, COMMITTEES AND BOARDS

I am applying for appointment to: (check all boxes that apply)

<input type="checkbox"/> Planning Commission	<input type="checkbox"/> Beautification Committee
<input type="checkbox"/> Parks, Recreation & Social Services Commission	<input type="checkbox"/> Senior Citizen Advisory Committee
<input type="checkbox"/> Media and Technology Advisory Committee	<input type="checkbox"/> Personnel Board

Name: EDNA M^{rs} QUIRTER Daytime Phone: [REDACTED]

Home Address: [REDACTED] City: LAWDALE Zip: 90260

E-mail Address: [REDACTED] Yrs. Lived in Lawndale: YES

Occupation (briefly describe your duties): RETIRED

Employer: _____ Work Phone: _____

Work Address: _____ City: _____ Zip: _____

Educational Background/Degrees: 2 3 yrs @ UN. of AKRON, AKRON, OHIO

Licenses or Special Certificates Held: _____

List any other committees/commissions on which you have served, and the year(s) of service:

Organizations to which you belong (professional, technical, community, services):

State why you wish to serve and why you believe you are qualified for the position. (Use additional paper, if necessary).

References (include name and daytime phone number):

- (1) Evelyn Legarda [REDACTED]
- (2) RENEE ELLERBE [REDACTED]

I hereby certify that this application is complete and true in all respects and understand that any falsification or omission may be cause for disqualification. I understand and agree to the following: a) that I am disqualified from appointment to any advisory body if I am a relative of a councilmember, a city employee or a person appointed to the same advisory body to which I am applying; b) that any or all information on this form may be verified; c) that this document is a public record subject to disclosure under the Public Records Act; and d) that, if I am appointed, I will be required to submit to a background check.

Signature: [REDACTED] Date: 10/8/2019

The City of Lawndale advises the public, employees and job applicants that it does not discriminate on the basis of race, color, religion, national origin, sex, age or handicap status in providing its services, programs, benefits and employment.

RETURN THIS FORM TO:
CITY CLERK, CITY OF LAWDALE, 14717 BURIN AVENUE, LAWDALE, CA. 90260
For information call (310) 973-3213



CITY OF LAWDALE

14717 BURIN AVENUE, LAWDALE, CALIFORNIA 90260
PHONE (310) 973-3200, FAX (310) 644-4556
www.lawndalecity.org

DATE: November 18, 2019
TO: Honorable Mayor and City Council
FROM: Stephen N. Mandoki, City Manager *SM*
PREPARED BY: Matthew Ceballos, Assistant City Clerk *MC*
SUBJECT: Beautification Committee Appointment

BACKGROUND

August 21, 2017, with the adoption of Resolution No. CC-1708-039 and Council Policy 94-09 the City Council extended the terms of the then-current Lawndale Beautification Committee members to end February 28, 2019.

On March 18, 2019, with the adoption Resolution No. CC-1903-014 City Council ratified the appointment of 5 Beautification Committee members.

STAFF REVIEW

Due to ongoing vacancies, continued appointments to the Beautification Committee are necessary.

To be appointed to the Beautification Committee, a person must submit a written application, must be at least 18 years of age, and must reside in the city for at least consecutive 30 days before submitting the application. Pursuant to California Government Code Section 40605, the mayor appoints new members with the approval of the City Council.

The City received 1 application for appointment to the committee.

The following applicant have been reviewed by Mayor Pullen-Miles and have been selected for appointment:

Fady Hermina

In anticipation that the Mayor would make an appointment and that the City Council would approve the appointment, we have prepared Resolution No. CC-1911-056 for your consideration.

The appointment term will start immediately and end February 28, 2021.

LEGAL REVIEW

City Attorney Tiffany Israel reviewed the resolution and approves it as to form.

FUNDING

None.

RECOMMENDATION

Staff recommends that: a) the City Council approve the Mayor's appointment by directing staff to insert the appointee's name in Section 1 of Resolution No. CC-1911-056, and b) That the City Council adopt the resolution as amended.

Attachments: Resolution No. CC-1911-056
 Application for appointment to the Beautification Committee

RESOLUTION NO. CC-1911-056

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF LAWNSDALE, CALIFORNIA,
CONFIRMING AN APPOINTMENT TO
THE BEAUTIFICATION COMMITTEE**

WHEREAS, the City Council established, by Resolution No. CC-0103-26, the 7-member Beautification Committee (“Committee”) of the City of Lawnsdale; and

WHEREAS, on August 21, 2017, with the adoption of Resolution No. 1708-039 and Council Policy 94-09, the City Council extended the terms of the then-current Committee to end February 28, 2019; and

WHEREAS, all committee members are appointed by the mayor, with the approval of the City Council, for a term commencing on March 1 of each odd numbered year and terminating on February 28 of the succeeding odd numbered year; and

WHEREAS, pursuant to Council Policy No. 94-09, the Beautification Committee shall consists of seven Lawnsdale residents, 18 years of age or older; and

WHEREAS, the committee currently has only five members; and

WHEREAS, eligible residents have submitted applications for appointment and reappointment to the Committee; and

WHEREAS, the Mayor and City Council have reviewed the applications; and

WHEREAS, the Mayor has appointed one (1) of the applicants on the Committee and the City Council wishes to ratify the appointments.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LAWNSDALE DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. The City Council approves the Mayor’s appointment of _____ to the Beautification Committee.

SECTION 2. The members of the Beautification Committee shall serve a term of office to commence immediately and expire on February 28, 2021, unless earlier removed.

SECTION 3. Pursuant to Council Policy No. 93-09, a newly appointed committee member must submit to a background check upon appointment.

SECTION 4. Members of the Beautification Committee shall serve without compensation, unless the City Council, by resolution or otherwise, provides, but may receive

reimbursement for necessary travel and other expenses incurred in the performance of an official duty, when such expenditures are first authorized by the City Council.

PASSED, APPROVED AND ADOPTED this 18th day of November, 2019.

Robert Pullen-Miles, Mayor

ATTEST:

State of California)
County of Los Angeles) SS
City of Lawndale)

I, Rhonda Hofmann Gorman, City Clerk of the City of Lawndale, California, do hereby certify that the City Council of the City of Lawndale duly approved and adopted the foregoing Resolution No. CC-1911-056 at a regular meeting of said Council held on the 18th day of November, 2019, by the following roll call vote:

Name	Voting		Present, Not Voting		Absent
	Aye	No	Abstain	Not Participating	
Robert Pullen-Miles, Mayor					
James H. Osborne, Mayor Pro Tem					
Pat Kearney					
Daniel Reid					
Bernadette Suarez					

Rhonda Hofmann Gorman, City Clerk

Date

APPROVED AS TO FORM:

Tiffany J. Israel, City Attorney



OCT 29 REC'D
Cubs/Turner

CITY OF LAWNDALE
APPLICATION FOR APPOINTMENT TO
CITY COMMISSIONS, COMMITTEES AND BOARDS

10/25/19 2:06 PM

I am applying for appointment to: (check all boxes that apply)

<input type="checkbox"/> Planning Commission	<input checked="" type="checkbox"/> Beautification Committee
<input type="checkbox"/> Parks, Recreation & Social Services Commission	<input type="checkbox"/> Senior Citizen Advisory Committee
<input type="checkbox"/> Media and Technology Advisory Committee	<input type="checkbox"/> Personnel Board

Name: Fady Hermina Daytime Phone: [REDACTED]

Home Address: [REDACTED] City: Lawndale Zip: 90260

E-mail Address: [REDACTED] Yrs. Lived in Lawndale: 1

Occupation (briefly describe your duties): Computer Tech IT

Employer: Self employed Work Phone: _____

Work Address: Same as above City: _____ Zip: _____

Educational Background/Degrees: ITT AA degree

Licenses or Special Certificates Held: _____

List any other committees/commissions on which you have served, and the year(s) of service:
N/A

Organizations to which you belong (professional, technical, community, services):

State why you wish to serve and why you believe you are qualified for the position. (Use additional paper, if necessary).
I moved to Lawndale a year ago and would love see this city opening and advancing ahead

References (include name and daytime phone number):
(1) Shereen [REDACTED]
(2) Mina [REDACTED]

I hereby certify that this application is complete and true in all respects and understand that any falsification or omission may be cause for disqualification. I understand and agree to the following: a) that I am disqualified from appointment to any advisory body if I am a relative of a councilmember, a city employee or a person appointed to the same advisory body to which I am applying; b) that any or all information on this form may be verified; c) that this document is a public record subject to disclosure under the Public Records Act; and d) that, if I am appointed, I will be required to submit to a background check by the City.

Signature: [REDACTED] Date: 10-29-19

The City of Lawndale advises the public, employees and job applicants that it does not discriminate on the basis of race, color, religion, national origin, sex, age or handicap status in providing its services, programs, benefits and employment.

RETURN THIS FORM TO:
CITY CLERK, CITY OF LAWNDALE, 14717 BURIN AVENUE, LAWNDALE, CA, 90260
For information call (310) 973-3213

SOUTH BAY WORKFORCE INVESTMENT BOARD

11539 Hawthorne Blvd., Suite 500, Hawthorne, CA 90250

Office 310-970-7700; Fax 310-970-7712

Quarterly Summary of the October 17, 2019 South Bay Workforce Investment Board of Directors Meeting Lawndale

This report summarizes the October 17, 2019, South Bay Workforce Investment Board (SBWIB) meeting activities and program accomplishments during the 1st Quarter of Program Year 2019-2020. As you are aware, the South Bay WIB is comprised of representatives from the eleven participating Cities of Lawndale, Inglewood, El Segundo, Hermosa Beach, Hawthorne, Redondo Beach, Carson, Manhattan Beach, Torrance, Lomita and Gardena for the delivery of employment and training services through its One-Stop Business and Career Centers.

*The South Bay Workforce Investment Board's 24th Annual Awards Ceremony was held on Thursday, October 10, 2019 at the Torrance Marriot. Los Angeles County Second District Supervisor Mark Ridley-Thomas, was presented with the SBWIB's highest award, the Esther Williams Award of Excellence. During the Ceremony the SBWIB also recognized former participant and Lawndale resident Jimmy Garcia. The Awards Ceremony celebrated the outstanding accomplishments of the workforce development community during the past year and attracted nearly 500 civic leaders, employers, training providers and graduates of job and career training programs.

*The South Bay One-Stop Business & Career Center held 6 recruitment fairs during the 1st quarter with various employers including ABM, Allied Universal, Securitas, Liberty, and Buffalo Wild Wings. Over 250 job seekers attended the recruitment fairs resulting in 50 individuals being offered employment.

*In the last quarter, South Bay One Stop Business & Career Centers were successfully able to enroll a total of 2 Lawndale residents in both adult and dislocated worker programs.

*South Bay One-Stop Business & Career Centers exited a total of 2 Lawndale residents with employment during the first quarter.

*On October 3rd, the SBWIB in partnership with El Camino College hosted the inaugural Warrior Jobs Career Education Hiring Event on the El Camino

College campus. Well over 600 students were in attendance to speak with 64 employers that included SpaceX, Terranea Resort, Los Angeles World Airports, Career Expansion, the Los Angeles Police Department, and several others. El Camino College was extremely pleased with the event and have requested that the SBWIB continue to collaborate with them on similar efforts.

*5 youth from the City of Lawndale are being recruited for the WIOA year-round Youth Program; these individuals will have the opportunity to receive pre-employment Blueprint for Workplace Success training and access to free occupational training based on their career interest. Other services included paid work experience at a worksite in and around the City of Lawndale.

*The SBWIB's Bio-Flex initiative is a new innovative project to develop pre-apprenticeship and registered apprenticeship career pathways for the Bioscience industry. Bio-Flex is one component of the Los Angeles County Bioscience Initiative championed by Supervisor Mark Ridley-Thomas. 37 individuals have already completed and graduated from the Bio-Flex program and 17 other individuals are currently enrolled.

*The South Bay WIB is currently recruiting 2 high school students from the City of Lawndale for the Fit for Gold Tutoring & Fitness Academy. The candidates should be high school seniors interested in working with elementary and middle school aged youth. Youth will have the opportunity to make up to \$1,300 and be eligible for program scholarships. Under this program the high school seniors provide homework assistance, nutrition information, and physical fitness activities to students in grade 3rd – 8th. Those interested in participating should contact a South Bay One-Stop Center.

*Last quarter, the SBWIB facilitated for 15 South Bay middle and high school students, 3 of whom were from Lawndale High School, to partake in a 2-week program with the National Summer Transportation Institute (NSTI), offered by California State University of Los Angeles' College of Engineering, Computer Science, and Technology. The NSTI program offered instruction related to STEM and the transportation industry, including three days at Flabob Airport. Of the 15 students, 7 were extended the opportunity to attend a 1-week program at the National Flight Academy (NFA) in Pensacola, Florida. Only 32 students from California and around 200 in the Country are selected to participate in the NFA.

*As part of the Youth at Work Jobs Program, 5 Lawndale students were recruited for an opportunity to receive paid pre-employment training and 120 hours of paid work experience. Youth had a chance to earn up to \$1,590.

*16 middle school students participated in the South Bay Workforce Investment Board's 6th Annual "A Day in the Life of a College Student" field trip which was held at California State University of Dominguez Hills in July. During the field trip students were provided with a campus tour, informational workshops and also allowed to stay overnight in the dormitories.

*Last quarter, the U.S. Department of Labor awarded a \$12 million grant to the West Los Angeles College/SBWIB led collaborative to prepare and place 5,000 individuals into pre-apprenticeship and apprenticeship roles in advanced manufacturing with a focus on the Aerospace and Bioscience industries over the next four years nationally under the Growing Advanced Manufacturing Apprenticeships Across America (GAMAAA) program. This grant was the only one awarded to a California applicant and will support training of new hires and incumbent workers. Locally the collaborative will be tasked with placing 1,500 apprentices and pre-apprenticeships. The SBWIB's role will be to generate awareness of the GAMAAA program locally as well as with workforce and employment development organizations in other parts of the nation such as South Carolina and Florida. Companies and participants interested in this opportunity may contact the SBWIB at (310) 970-7700 for additional information.

*Our 1st quarter totals reflect 25,751 visits to our South Bay One-Stop Business and Career Centers.

*As of September 2018, the SBWIB acquired SBWIB YouthBuild, formerly known as CCEO Youth Build. SBWIB YouthBuild is designed to assist youth and young adults with obtaining a high school diploma while participating in vocational training in the field of construction. SBWIB YouthBuild students receive academic assistance, mentoring, enrichment services, as well as training and assistance with securing employment. Last year the program had 39 total enrollments with the average daily attendance at 28. This program year 65 students have been enrolled in the YouthBuild program with the average daily attendance at 44.

*Rapid Response services were provided to 2 South Bay companies that employ 446 individuals who were affected by layoffs/closures during the 1st Quarter of Program Year 2019-2020. Staff completed orientations to One-Stop services in addition to information regarding unemployment insurance benefits.

*During the 1st quarter, the South Bay One-Stop Business & Career Center

reached out to 28 Lawndale-based employers which resulted in the Center successfully executing 2 on-the-job training contracts. The employers included M3 Services, Centinela Valley Union High School District, City of Lawndale, and Advanced Communication and Technology. The South Bay One-Stop Business & Career Center will continuously conduct monthly outreach to Lawndale businesses to market SBWIB services available to meet their hiring and business needs.

*159 Lawndale and Hawthorne youth visited the Hawthorne Teen Center during the first quarter.

*In partnership with the Department of Children and Family Services (DCFS) the SBWIB hosted a Bridge-to-Work enrollment fair on October 9th with over 20 foster care youth in attendance, including Lawndale residents. The youth will go through pre-employment training and have the opportunity to earn up to \$5,300.

*The Hawthorne Teen Center offers Lawndale and Hawthorne Youth Job Club every Thursday from 4pm-6pm to Lawndale youth and young adults between the ages of 16-24. During Job Club participants receive assistance with resume preparation, filling out applications and job leads.

This concludes my oral report. A written summary, along with a report of Program Year 2019-2020's 1st quarter activities and accomplishments is being provided for your personal review.

Committees Activity Report
(Based upon the July 18, 2019, South Bay Workforce Investment Board Meeting)

***Rapid Response Summary of Activity from July 2018 – June 2019:**

Number of Companies Affected	Number of Employees Affected	Number of companies utilizing services	Number of companies not receiving service
2	446	2	0

City	Number of Companies Affected	Number of Employees Affected
Inglewood		
Hawthorne		
Lawndale		
El Segundo		
Gardena		
Carson	2	446
Redondo Beach		
Hermosa Beach		
Manhattan Beach		
Torrance		
Lomita		
Los Angeles		

Youth Development Council (YDC) Committee Meeting, August 6, 2019:

The August 8, 2019, Youth Development Council meeting was called to order at 9:07 a.m. The following information was discussed or acted upon:

The Committee took action to approve the May 7, 2019 Meeting Minutes and the Youth Activity and Performance Report.

Mr. Marlon Pascual provided the Committee with a presentation on the National Summer Transportation Institute (NSTI) and the weeklong transportation program at the National Flight Academy (NFA) in Pensacola, Florida. The SBWIB facilitated for 15 South Bay middle and high school students to partake in a 2-week program with the National Summer Transportation Institute (NSTI), offered by California State University of Los Angeles' College of Engineering, Computer Science, and Technology. Of the 15 students, 7 were extended the opportunity to attend the National Flight Academy (NFA) in Florida. Only 32 students from California and around 200 in the Country are selected to participate in the NFA.

During the meeting, SBWIB staff members provided updates on activities conducted at the Hawthorne and Inglewood Teen Centers, both Bridge to Work Programs, the Fit for Gold Program, the YouthBuild Program, the Youth at Work Summer Program and the South Bay Promise Program.

Ms. Sharina Williams shared a slideshow with the Committee that displayed photos taken during the 6th Annual "A Day in the Life of a College Student" field trip which was held at California State University of Dominguez Hills in July. During the field trip 16 eighth grade students were provided with a campus tour, informational workshops and also allowed to stay overnight in the dormitories.

The Committee was also provided with an overview of special youth projects and grants which include the Disability Employment Accelerator, the Aero-Flex and Bio-Flex Pre-Apprenticeship and Apprenticeship

Programs, the renewal of the SBWIB YouthBuild Program, as well as the newly awarded Youth Reinvestment Grant and the \$12 million awarded to the West Los Angeles College/SBWIB led collaborative.

Presidents, Superintendents and Representatives from West Los Angeles College, Los Angeles Southwest College, Hawthorne, Centinela Valley, Lennox, Los Angeles Unified local district south, and Wiseburn school districts provided the Committee with brief updates on things happening in their districts.

The meeting was adjourned at 10:27 a.m.

One Stop Policy Committee Meeting, August 21, 2019:

The August 21, 2019, One Stop Policy Committee meeting was called to order at 9:01 a.m. The following items were discussed or acted upon.

The May 28, 2019 meeting minutes and the 4th Quarter Summary for Classroom Training Providers Activity reports were approved.

The 4th Quarter Self-Service Activity Report through June 30, 2019 was presented by Mr. Jan Vogel and approved by the Committee as well.

Mr. Jan Vogel provided the disability services update by informing the Committee that there were a total of twenty individuals with disabilities that have been enrolled and placed into paid work experience under the Disability Employment Accelerator (DEA) program. The Committee was also informed that the first of two - 8 week CNC Machinist courses is set to begin on Monday, August 26th at El Camino College. The course will include added support and is only available to students with disabilities.

Ms. Justina Munoz provided the Committee with an update on the progress and submission of the amended One-Stop/AJCC Partner Memorandums of Understanding (MOUs). The SBWIB has collected a majority of the partner MOUs with 6 pending signatures. Once the remaining MOUs are collected they will be signed by the SBWIB Chairman and then submitted to the Chief Locally Elected Official for approval and a signature.

SBWIB One-Stop Operator Mr. Don Nakamoto provided a brief report on his role as the Operator and the Comprehensive One-Stop partner meetings.

The meeting was adjourned at 9:42 a.m.

Performance & Evaluation Committee Meeting, August 20, 2019:

The August 20, 2019, Performance & Evaluation Committee meeting was called to order at 9:00 a.m. The following items were discussed or acted upon:

The May 14, 2019, meeting minutes were reviewed and approved by the Committee.

The WIOA FY 2018/19 4th quarter expenditure report through June 30, 2019 was approved unanimously, as well as the PY 2018/19 Self-Service and Activity report through June 30th.

Staff member Justina Munoz presented the 4th Quarter One-Stop Service Providers Report. The Report displayed that all South Bay One-Stop Centers and Service Providers have meet their goals in regards to enrollments, exits, and unsubsidized employment. There were no staff recommendations regarding the One-

Stop Centers and Service Providers performance. After review and discussion, the 4th Quarter Service Provider and Operating Cities Report was approved unanimously by the Committee.

Ms. Catherine Blaylock presented the 4th Quarter Vendor Performance Report. Staff recommendations were to place 52 training providers on probation and to place 83 training courses on hold. SBWIB staff send inquiry letter to the training providers that have demonstrated a placement rate less than 50%, allowing them an opportunity to work out any discrepancies. Providers that are placed on hold will not receive any more referrals until their placement numbers have improved. After a discussion the 4th Quarter Vendor Performance Report was approved unanimously by the Committee.

The meeting was adjourned at 9:53 a.m.

Business & Economic Development Committee Meeting, October 2, 2019:

The October 2, 2019, Business, Technology and Economic Development Committee meeting was called to order at 9:13 a.m. Due to lack of a quorum no formal action was taken, however the Committee Members in attendance were provided with the following updates:

The Committee reviewed the July 3, 2019, Meeting Minutes.

Staff member Maria Frias presented the PY 19-20 1st quarter Rapid Response Activity Report. 2 companies received Rapid Response services through September 30, 2019, with a total of 446 employees affected by layoffs/closures.

During the meeting the Committee was provided with updates on the Aero-Flex and Bio-Flex Pre-Apprenticeship and Apprenticeship Programs, the Employment Training Panel (ETP) Multiple Employer Contract (MEC), the GO-Virtual Initiative and the Perioperative Specialty RN Training Pilot Project.

The latest Construction and Utilities Preparation Program (CUPP) report was reviewed by the Committee and reflected that over 940 individuals were hired to work on a construction site or enrolled in an apprenticeship program since the program began in January of 2017.

The meeting was adjourned at 10:07 a.m.

Executive Committee Meetings:

The following are highlights of the August 8, 2019, September 12, 2019, and October 10, 2019, Executive Committee Meetings:

The Executive Committee approved all committee reports and meeting minutes this quarter.

During the first quarter, the Executive Committee selected the following individuals as Vice-Chairpersons for the Standing Committees: Mr. Tod Sword for the Business, Technology & Economic Development Committee, Mr. Brian Raber for the Performance & Evaluation Committee, Mr. Gregg McClain for the One Stop Policy Committee, and Ms. Ruthi Davis for the Youth Development Council Committee. These individuals will chair the Committee meetings in the Chairpersons absence and also serve as the Chairpersons alternate on the Executive Committee if they are unable to attend a meeting.

During the October 1st Inglewood City Council meeting the Mayor and City Council ratified the following appointments/re-appointments to the Board: Mr. Glenn Mitchell, Ms. Jarmene DeArmas, Ms. Susan Senior, and Mr. Jeremy Diaz.

The following individuals were approved to serve as alternates on the SBWIB: Mr. Omar Galindo from Plumbers Local 78, and Ms. Dawn Harris from Republic Services.

The Executive Committee approved the South Bay Workforce Investment Board October 17, 2019, Meeting Agenda during October 10th meeting.

This concludes the Executive Committee Report.

SOUTH BAY WORKFORCE INVESTMENT BOARD

PY 2019-2020

NUMBER OF INDIVIDUALS SERVED - INFORMATIONAL/SELF SERVICE ONLY

	PREVIOUS CUMULATIVE REPORT	PREVIOUS MONTH	MONTH OF SEPTEMBER	CUMULATIVE PY 19/20
INGLEWOOD, HAWTHORNE, LAWDALE, EL SEGUNDO ONE-STOP BUSINESS AND CAREER CENTER	7874	4818	4188	12062
GARDENA ONE-STOP BUSINESS AND CAREER CENTER	3196	1638	1194	4390
TORRANCE ONE-STOP BUSINESS AND CAREER CENTER	4822	2302	2306	7128
CARSON BUSINESS AND CAREER CENTER	1518	745	653	2171
TOTAL	17410	9503	8341	25751

ADULT PROGRAM (G201)

	Gardena					Inglewood					Torrance					Carson				SBWIB TOTAL	Qtr.		Year-End		
	Plan	% Plan	Plan	% Plan		Plan	% Plan	Plan	% Plan		Plan	% Plan	Plan	% Plan		Plan	% Plan	Plan	% Plan		Plan	% Plan			
I. TOTAL CLIENTS	40	32	125%	51	78%	175	176	99%	260	67%	53	44	120%	74	72%	36	35	103%	65	55%	304	287	106%	450	68%
A. CARRIED IN	25	25		25		143	143		143		33	33		33		23	23		23		224	224		224	
B. NEW	15	7	214%	26	58%	32	33	97%	117	27%	20	11	182%	41	49%	13	12	108%	42	31%	80	63	127%	226	35%
II. TOTAL EXITS	1					7					7					8					23				
A. UNSUBSIDIZED EMPLOYMENT	1					5					7					8					21				
B. ALSO ATTAINED CREDENTIAL	0					3					2					0					5				
C. % OF PLACEMENT						71%					100%										91%				
D. AVERAGE PLACEMENT WAGE	\$14.50					\$17.64					\$56.41					\$16.60					\$26.29				

Grant (201)

Serving economically disadvantaged adults 18 years and over in the nine cities that comprise the South Bay Workforce Investment Area.

YOUTH PROGRAM (G301)

	Gardena					Inglewood					Torrance					Carson				SBWIB TOTAL	Qtr.		Year-End		
	Plan	% Plan	Plan	% Plan		Plan	% Plan	Plan	% Plan		Plan	% Plan	Plan	% Plan		Plan	% Plan	Plan	% Plan		Plan	% Plan			
I. TOTAL CLIENTS	22	17	129%	28	79%	44	56	79%	107	41%	36	37	97%	56	64%	55	61	90%	81	68%	157	171	92%	272	58%
A. CARRIED IN	13	13		13		36	36		36		32	32		32		53	53		53		134	134		134	
B. NEW ENROLLEES	9	4	225%	15	60%	8	20	40%	71	11%	4	5	80%	24	17%	2	8	25%	28	7%	23	37	62%	138	17%
II. TOTAL EXITS	1					12					4					7					24				
A. UNSUBSIDIZED EMPLOYMENT	0					2					2					1					5				
B. ENT. TRAINING/POST-SECONDARY	1					10					1					6					18				
C. ATTAINED RECOGNIZED DEGREE	1					9					0					5					15				
D. AVERAGE PLACEMENT WAGE	\$0.00					\$12.13					\$11.50					\$17.00					\$13.54				
YOUTH POSITIVE EXIT RATE						100%					75%					100%					96%				

Note: Torrance Youth working out of state-minimum wage difference from CA

Grant (301)

Serving low income, in school and out of school youth between the ages of 14 and no more than 21 years of age in the nine cities that comprise the South Bay Workforce Investment Area.

DISLOCATED WORKER (G501)

	Gardena					Inglewood					Torrance					Carson				SBWIB TOTAL	Qtr.		Year-End		
	Plan	% Plan	Plan	% Plan		Plan	% Plan	Plan	% Plan		Plan	% Plan	Plan	% Plan		Plan	% Plan	Plan	% Plan		Plan	% Plan			
I. TOTAL CLIENTS	35	33	106%	48	73%	84	93	90%	152	55%	169	167	101%	234	72%	24	25	96%	47	51%	312	318	98%	481	65%
A. CARRIED IN	27	27		27		71	71		71		147	147		147		17	17		17		262	262		262	
B. NEW	8	6	133%	21	38%	13	22	59%	81	16%	22	20	110%	87	25%	7	8	88%	30	23%	50	56	89%	219	23%
II. TOTAL EXITS	2					4					68					19					93				
III. TOTAL UNSUBSIDIZED EMPLOYMENT	1					4					58					16					79				
A. RETRAINING	0					3					65					8					76				
ALSO ATTAINED CREDENTIAL	0					3					35					8					46				
B. CALLED BACK WITH EMPLOYER	0					0					0					0					0				
IV. % PLACEMENT (INCL. CALL BACKS)	50%					100%					85%					84%					85%				
V. % PLACEMENT (EXCL. CALL BACKS)	50%					100%					85%					84%					85%				
AVERAGE PLACEMENT WAGE	\$67.00					\$40.50					\$43.38					\$27.89					\$44.69				

Grant (501)

Serving laid off workers; with priority given to those individuals that have been laid-off from employers located in the nine cities that comprise the South Bay Workforce Investment Area.

ADULT PROGRAM (G201)

	Gardena	Year Plan	Inglewood	Year Plan	Hawthorne	Year Plan	Lawndale	Year Plan	El Segundo	Year Plan	Redondo	Year Plan	Hermosa	Year Plan	Manhattan	Year Plan	Torrance	Year Plan	Lomita	Year Plan	Carson	Year Plan	TOTAL SBWIB	Year Plan
I. TOTAL CLIENTS	40	51	156	195	15	49	3	14	1	2	10	14	1	2	1	2	36	49	5	7	36	65	304	450
A. CARRIED IN	25	25	127	127	12	12	3	3	1	1	6	6	1	1	1	1	21	21	4	4	23	23	224	224
B. NEW	15	26	29	68	3	37	0	11	0	1	4	8	0	1	0	1	15	28	1	3	13	42	80	226
II. TOTAL EXITS	1	1	6	6	0	0	0	0	1	1	1	1	1	1	0	0	4	4	1	1	8	8	23	23
A. UNSUBSIDIZED EMPLOYMENT	1	1	4	4	0	0	0	0	1	1	1	1	1	1	0	0	4	4	1	1	8	8	21	21
ALSO ATTAINED CREDENTIAL	0	0	3	0	0	0	0	0	0	0	0	0	1	0	0	0	1	0	0	0	0	0	5	5
B. OTHER TERMINATION	0	0	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2	2

YOUTH PROGRAM (G301)

	Gardena	Year Plan	Inglewood	Year Plan	Hawthorne	Year Plan	Lawndale	Year Plan	El Segundo	Year Plan	Redondo	Year Plan	Hermosa	Year Plan	Manhattan	Year Plan	Torrance	Year Plan	Lomita	Year Plan	Carson	Year Plan	TOTAL SBWIB	Year Plan
I. TOTAL CLIENTS	22	28	5	41	25	47	12	17	2	2	6	10	3	4	0	1	24	37	3	4	55	81	157	272
A. CARRIED IN	13	13	0	0	23	23	12	12	1	1	6	6	3	3	0	0	20	20	3	3	53	53	134	134
B. NEW	9	15	5	41	2	24	0	5	1	1	0	4	0	1	0	1	4	17	0	1	2	28	23	138
II. TOTAL EXITS	1	1	2	2	9	9	1	1	0	0	0	0	0	0	0	0	4	4	0	0	7	7	24	24
A. UNSUBSIDIZED EMPLOYMENT	0	0	0	0	1	1	1	0	0	0	0	0	0	0	0	0	2	4	0	0	1	1	5	5
ALSO ATTAINED CREDENTIAL	1	2	0	0	7	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	5	0	15	15
B. ENT. TRAINING/POST-SECONDARY	1	0	2	0	8	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	6	0	18	18
C. ATTAINED RECOGNIZED DEGREE	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
D. RETURNED TO SCHOOL	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
E. OTHER EXITS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	1	1

DISLOCATED WORKER (G501)

	Gardena	Year Plan	Inglewood	Year Plan	Hawthorne	Year Plan	Lawndale	Year Plan	El Segundo	Year Plan	Redondo	Year Plan	Hermosa	Year Plan	Manhattan	Year Plan	Torrance	Year Plan	Lomita	Year Plan	Carson	Year Plan	TOTAL SBWIB	Year Plan
I. TOTAL CLIENTS	35	48	50	81	22	49	7	14	5	8	34	52	9	14	15	23	97	127	14	18	24	47	312	481
A. CARRY IN	27	27	41	41	21	21	6	6	3	3	28	28	7	7	14	14	88	88	10	10	17	17	262	262
B. NEW	8	21	9	40	1	28	1	8	2	5	6	24	2	7	1	9	9	39	4	8	7	30	50	219
II. TOTAL EXITS	2	2	1	1	2	2	0	0	1	1	10	10	2	2	5	5	47	47	4	4	19	19	93	93
III. TOTAL UNSUBSIDIZED EMPLOYMENT	1	1	1	1	2	2	0	0	1	1	8	8	1	1	4	4	42	42	3	3	16	16	79	79
A. RETRAINING	0	0	1	0	2	0	0	0	0	0	5	0	1	0	2	0	56	0	1	0	8	0	76	76
ALSO ATTAINED CREDENTIAL	0	0	1	0	2	0	0	0	0	0	5	0	1	0	2	0	26	0	1	0	8	0	46	46
B. READJUSTMENT SERVICES	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
C. CALLED BACK WITH EMPLOYER	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
IV. ALL OTHER TERMINATIONS	1	0	0	0	0	0	0	0	0	0	2	0	1	0	1	0	5	0	1	0	3	0	14	14

I. TOTAL CLIENTS	8	26	1	1	8					7	3	1
A. CARRIED IN	0	0	0	0	0					0	0	0
B. NEW	8	26	1	1	8					7	3	1
II. TOTAL EXITS	0	0	0	0	0					0	0	0
UNSUBSIDIZED EMPLOYMENT	0	0	0	0	0					0	0	0
OTHER TERMINATIONS	0	0	0	0	0					0	0	0
I. TOTAL CLIENTS	4	1	0	1	0	3	2	2	0	0	3	0
A. CARRIED IN	0	0	0	0	0	0	0	0	0	0	0	0
B. NEW	4	1	0	1	0	3	2	2	0	0	3	0
II. TOTAL EXITS	0	0	0	0	0	0	0	0	0	0	0	0
UNSUBSIDIZED EMPLOYMENT	0	0	0	0	0	0	0	0	0	0	0	0
OTHER TERMINATIONS	0	0	0	0	0	0	0	0	0	0	0	0
I. TOTAL CLIENTS	2	1	2	1	2	6						
A. CARRIED IN	0	0	0	0	0	0						
B. NEW	2	1	2	1	2	6						
II. TOTAL EXITS	0	0	0	0	0	0						
UNSUBSIDIZED EMPLOYMENT	0	0	0	0	0	0						
OTHER TERMINATIONS	0	0	0	0	0	0						
I. TOTAL CLIENTS	0	0	0	0	0	0						
A. CARRIED IN	0	0	0	0	0	0						
B. NEW	0	0	0	0	0	0						
II. TOTAL EXITS	0	0	0	0	0	0						
UNSUBSIDIZED EMPLOYMENT	0	0	0	0	0	0						
OTHER TERMINATIONS	0	0	0	0	0	0						
I. TOTAL CLIENTS	44	7	3	1	30	0				85		
A. CARRIED IN	0	0	0	0	0	0				0		
B. NEW	44	7	3	1	30	0				85		
II. TOTAL EXITS	0	0	0	0	0	0				0		
UNSUBSIDIZED EMPLOYMENT	0	0	0	0	0	0				0		
OTHER TERMINATIONS	0	0	0	0	0	0				0		
% OF PLACEMENT												
AVERAGE PLACEMENT WAGE	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00				\$0.00		
										PAGE TOTALS		
										85	PLANNED ENROLLMENT	PERCENT OF PLAN
										85	490	17%

Targets Temporary Assistance to Needy Families, TANF participants; and places them into Paid Work Experience activity. Participants are placed at worksites that are either Public or Non-Profit in an effort to obtain unsubsidized employment and long term self-sufficiency.

GRANT PERIOD: 07/01/2019 TO 06/30/20

REPORT PERIOD: 07/01/2019 TO 9/30/2019

HOMELESS INITIATIVE

I. TOTAL CLIENTS	METRO NORTH WORKSOURCE CTR	28	UNION STATION HOMELESS SRVS	10	LAI/SOUTHEAST LA CRENSHAW	14	JVS ANTELOPE VALLEY	11	JVS PALMDALE	7		0	PAGE TOTALS	70	PLANNED ENROLLMENT	250	PERCENT OF PLAN	28%
A. CARRIED IN		0		0		0		0		0		0		0				
B. NEW		28		10		14		11		7		0	70					
II. TOTAL EXITS		0		0		0		0		0		0	0					
UNSUBSIDIZED EMPLOYMENT		0		0		0		0		0		0	0					
OTHER TERMINATIONS		0				0		0		0		0	0					
% OF PLACEMENT																		
AVERAGE PLACEMENT WAGE		\$ -		\$ -		\$ -							\$ -					

The program is part of a countywide homeless initiative to target eligible CalWORKs families to participate in the Transitional Subsidized Employment (TSE) programs to improve their ability to become self-sufficient and retain housing. Program services will include paid work experience, specialized work experience, on-the-job training and classroom training.

I. TOTAL CLIENTS	L.A. CITY COLLEGE	40	EAST L.A. COLLEGE	40	EL CAMINO /COMPTON	8	L.A. MISSION COLLEGE	15	L.A. PIERCE COLLEGE	20	L.A. SOUTHWEST COLLEGE	3	LONG BEACH CITY COLLEGE	1	WEST L.A. COLLEGE	14		0		0		0
A. CARRIED IN		0		0		0		0		0		0		0		0		0		0		0
B. NEW		40		40		8		15		20		3		1		14		0		0		0
II. TOTAL EXITS		0		0		0		0		0		0		0		0		0		0		0
UNSUBSIDIZED EMPLOYMENT		0		0		0		0		0		0		0		0		0		0		0
OTHER TERMINATIONS		0		0		0		0		0		0		0		0		0		0		0

I. TOTAL CLIENTS	0	0	0
A. CARRIED IN	0	0	0
B. NEW	0	0	0
II. TOTAL EXITS	0	0	0
OTHER TERMINATIONS	0	0	0

I. TOTAL CLIENTS	141
A. CARRIED IN	0
B. NEW	141
II. TOTAL EXITS	0
UNSUBSIDIZED EMPLOYMENT	0
OTHER TERMINATIONS	0
% OF PLACEMENT	0%
AVERAGE PLACEMENT WAGE	\$0.00

PLANNED ENROLLMENT	PERCENT OF PLAN
157	90%

Targets Calworks participants/Individuals whose families are on Public Assistance; enrolled in Community Colleges; and places them into a Paid Work Experience activity. Participants are placed at worksites that are either Public or Non-Profit in an effort to obtain unsubsidized employment and long term self-sufficiency.

GRANT PERIOD: 07/01/2019 TO 06/30/20		REPORT PERIOD: 07/01/2019 TO 9/30/2019																				
DPSS PROBATION PROGRAM (950J TIER I)																						
I. TOTAL CLIENTS	0	3	0	0	0	0	0	0	0	0	0	0	0	0	0	3	PLANNED ENROLLMENT	PERCENT OF PLAN				
A. CARRIED IN	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0			PAGE TOTALS	2	150%	
B. NEW	0	3	0	0	0	0	0	0	0	0	0	0	0	0	0	3						0
II. TOTAL EXITS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	PAGE TOTALS	0				
UNSUBSIDIZED EMPLOYMENT	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0			PAGE TOTALS	0	0%	
OTHER TERMINATIONS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0						PAGE TOTALS
% OF PLACEMENT																	PAGE TOTALS	0				
AVERAGE PLACEMENT WAGE																			PAGE TOTALS	\$ -	0	

Serving Youth on probation, between 16-17 years of age, throughout Los Angeles County.

GRANT PERIOD: 07/01/2019 TO 06/30/20		REPORT PERIOD: 07/01/2019 TO 9/30/2019																				
DPSS PROBATION PROGRAM (951J TIER I)																						
I. TOTAL CLIENTS	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	3	PLANNED ENROLLMENT	PERCENT OF PLAN				
A. CARRIED IN	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0			PAGE TOTALS	5	60%	
B. NEW	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	3						0
II. TOTAL EXITS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	PAGE TOTALS	0				
UNSUBSIDIZED EMPLOYMENT	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0			PAGE TOTALS	0	0%	
OTHER TERMINATIONS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0						PAGE TOTALS
% OF PLACEMENT																	PAGE TOTALS	0				
AVERAGE PLACEMENT WAGE																			PAGE TOTALS	\$ -	0	

Serving Youth on probation, between 18-21 years of age, throughout Los Angeles County.

YOUTHBUILD

REPORT PERIOD: 09/01/17 TO 9/30/2019

GRANT TERM: 09/01/2017 TO 12/31/2020

ENROLLMENTS
 EDUCATION & EMPLOYMENT
 -Education (Obtained High School Diploma)
 -Entered Employment
 ATTAINMENT OF DEGREE/CERTIFICATE
 LITERACY & NUMERACY ATTAINMENT
 RETENTION
 RECIDIVISM

YOUTHBUILD	Enrolled	Planned Services	% of Plan
	63	62	102%
30	43	69%	
19			
8			
36	60	60%	
18	36	50%	
3	4	75%	

Effective 9/1/18, the South Bay WIB, Inc., is both the administration/fiscal agent and program operator to the YouthBuild Programs and Partnerships. The program partnerships include the Century Center for Economic Opportunity, Inc. (CCEO) which has now merged under the SBWIB, Inc. and Habitat for Humanity of Greater Los Angeles as the housing partner. The SBWIB YouthBuild program will provide educational, occupational skills training in construction and leadership skills to disadvantaged youth ages 16-24 years residing in targeted communities.

CONSTRUCTION WORKFORCE PILOT (CALTRANS)

REPORT PERIOD: 09/01/2018 - 9/30/2019

GRANT TERM: 9/1/2018 TO 8/31/2020

Enrollment into Construction Pre-Apprentice Program Training
 Completion of Construction Pre-Apprentice Program Training
 Placements

CALTRANS	Enrolled	Year Plan	% of Plan
	75	75	100%
52	60	87%	
37	56	66%	

Pilot project with Caltrans to connect classroom training in construction, supportive services and job development activities; co-enrollment with WIOA programs to maximize services and outcomes.

SCROC (Unrestricted Non-WIOA services)

REPORT PERIOD: 8/01/18 TO 9/30/2019

GRANT TERM: 7/1/2019 TO 6/30/2020

REFERRALS (100%)
 PENDING INTAKE/ASSESSMENT (100%)
 ENROLLMENTS (100%)
 ENROLLED INTO EDUCATION OR TRAINING
 ATTAINMENT OF CREDENTIAL/CERTIFICATE
 ENTERED EMPLOYMENT RATE

SCROC	Enrolled	Year Plan	% of Plan
	20	20	100%
20	20		
13	75	17%	
13	50	26%	
0	50	0%	
0	0		

Provide services to 75 Enrollments (non WIOA) to include case management, file maintenance, assessment , and Blue print.

CAI #1 – WEST LA COLLEGE (Arero-Flex Apprenticeship)

GRANT TERM: 06/01/2016 TO 01/31/2020

REPORT PERIOD: 06/01/2016 - 9/30/2019

ENROLLMENTS (100%)
ENROLLED INTO EDUCATION OR TRAINING
ATTAINMENT OF CREDENTIAL/CERTIFICATE
PENDING COMPLETION

CAI #1- WLA RA	Enrolled	Year Plan	% of Plan
	14	19	74%
14	19	74%	
0	19	0%	
5			

Assist the District in creating a new apprenticeship training program (Aerospace Engineering) registered by the Division of Apprenticeship Standards and assist West LA College in the enrollment of 19 apprentices. Note: Apprenticeship Program is two years long.

CAI #2 – WEST LA COLLEGE (Aero-Flex Pre-Apprenticeship)

GRANT TERM: 01/18/2018 TO 01/31/2020

REPORT PERIOD: 01/18/2018 - 9/30/2019

ENROLLMENTS (100%)
ENROLLED INTO EDUCATION OR TRAINING
ATTAINMENT OF CREDENTIAL/CERTIFICATE
PENDING COMPLETION

CAI #2 - WLA PA	Enrolled	Year Plan	% of Plan
	111	100	111%
111	100	111%	
99	100	99%	
12			

To design, develop and implement the Aero-Flex Apprenticeship Program and to enroll 100 pre apprentices.

CAI #3 – EL CAMINO COLLEGE (Aero-Flex Apprenticeship)

GRANT TERM: 07/18/2018 TO 01/31/2021

REPORT PERIOD: 07/18/2018 - 9/30/2019

ENROLLMENTS (100%)
ENROLLED INTO EDUCATION OR TRAINING
ATTAINMENT OF CREDENTIAL/CERTIFICATE
PENDING COMPLETION

CAI - ECC RA	Enrolled	Year Plan	% of Plan
	0	25	0%
0	25	0%	
0	25	0%	
0			

Assist the District in creating a new apprenticeship training program (Aerospace Technician) registered by the Division of Apprenticeship Standards and assist El Camino in the enrollment of 25 apprentices.

LARPU (Aero-Flex Apprenticeship)

GRANT TERM: 01/01/2018 TO 12/31/2019

REPORT PERIOD: 01/01/2018 - 9/30/2019

ENROLLMENTS (100%)
ENROLLED INTO EDUCATION OR TRAINING
ATTAINMENT OF CREDENTIAL/CERTIFICATE
PENDING COMPLETION
PENDING ENROLLMENTS

LARPU AERO-FLEX PA	Enrolled	Year Plan	% of Plan
		63	80
	63	80	79%
	4	80	5%
	59		
	17		

To develop pre-apprenticeship and apprenticeship engineering programs that can be customized to employer-specific workforce, training and production requirements.

LA County WDACS (Bio-Flex)

GRANT TERM: 09/14/2018 TO 12/31/2019

REPORT PERIOD: 09/14/2018 TO 9/30/2019

PRE APPRENTICE ENROLLMENTS
ENROLLED INTO EDUCATION OR TRAINING
ATTAINMENT OF CREDENTIAL/CERTIFICATE

WDACS BIO- FLEX	Enrolled	Year Plan	% of Plan
		0	20
	0	20	0%
	0	20	0%

For training and On the Job Training (OJT) services to support participants involved in the Bio-Flex Pre Apprenticeship Pilot

BOS Mark Ridley Thomas (Bio-Flex)

GRANT TERM: 10/01/2018 TO 12/31/2019

REPORT PERIOD: 10/01/2018 TO 9/30/2019

ENROLLMENTS (100%)
ENROLLED INTO EDUCATION OR TRAINING
ATTAINMENT OF CREDENTIAL/CERTIFICATE
PENDING COMPLETION

MRT BIO-FLEX	Enrolled	Year Plan	% of Plan
		39	50
	39	50	78%
	39	50	78%
	0		

Grant funds received from the District Supervisor Mark Ridley-Thomas to develop Bio-Flex Apprenticeship career pathways and to address employer-defined occupational needs within the Bioscience sector.

Workforce Accelerator 7.0 (Bio-Flex Pre-Apprenticeship)

GRANT TERM: 05/01/2019 TO 09/30/2020

REPORT PERIOD: 05/01/19 TO 0/30/2019

ENROLLMENTS
ENROLLED INTO EDUCATION OR TRAINING
ATTAINMENT OF CREDENTIAL/CERTIFICATE

WAF 7.0	Enrolled	Year Plan	% of Plan
	0	25	0%
0	25	0%	
0	25	0%	

Registering a new Bioscience apprenticeship training program with the Division of Apprenticeship Standards and assist in the enrollment of 25 pre-apprentices.

DOL Scaling Apprenticeship Grant (Bio-Flex & Areo-Flex Apprenticeship & Pre-Apprenticeship)

GRANT TERM: 05/01/2019 TO 09/30/2020

REPORT PERIOD: 05/01/2019 TO 9/30/2019

ENROLLMENTS (100%)
ENROLLED INTO EDUCATION OR TRAINING
ATTAINMENT OF CREDENTIAL/CERTIFICATE
PENDING ENROLLMENTS

DOL RA & PA	Enrolled	Year Plan	% of Plan
	0	1500	0%
0	1500	0%	
0			

Nationwide 4 year grant given by the United States Department of Labor. The goal is to recruit and enroll 5,000 pre-apprentices and apprentices. SBWIB along with El Camino College and College of the Canyons are responsible for 1,500 of these enrollments.

ETP - MEC

GRANT TERM: 08/01/2018 TO 07/31/2020

REPORT PERIOD: 08/01/2018 TO 9/30/2019

EMPLOYER PARTNERS
ENROLLMENTS (100%)
RETENTION IN EMPLOYMENT
AVERAGE WAGE AFTER EMPLOYMENT

ETP - MEC	Enrolled	Year Plan	% of Plan
	15	15	100%
519	373	139%	
116	97	120%	

To reimburse training costs to employers from the Employment Training Panel Fund.

Arconic Foundation

GRANT TERM: 10/01/2019 TO 06/30/2020

REPORT PERIOD: 10/01/2019

BUSINESS ENGAGEMENT
ENROLLMENTS
ATTAINMENT OF CREDENTIAL/CERTIFICATE

Arconic	Enrolled	Year Plan	% of Plan
	0	4	0%
0	10	0%	
0	8	0%	

To assess, enroll and graduate ten (10) individuals in the Aero-Flex Pre-Apprenticeship Program and to engage four (4) new businesses to support Aero-Flex through work based learning.

LACYJ WDACS

GRANT TERM: 10/01/2019 TO 06/30/2020

REPORT PERIOD: 10/01/2019

ENROLLMENTS
ENROLLED INTO EDUCATION OR TRAINING
ATTAINMENT OF CREDENTIAL/CERTIFICATE
ENTERED INTO EMPLOYMENT

Arconic	Enrolled	Year Plan	% of Plan
	0	15	0%
0	15	0%	
0	15	0%	
0	15	0%	

To enroll fifteen (15) youth into the Bio-Flex or Aero-Flex Pre-Apprenticeship Program, graduate the youth and place them into unsubsidized employment.

PROPEL LA

GRANT TERM: 8/1/2018 TO 12/31/2019

REPORT PERIOD: 8/01/18 TO 9/30/2019

	Propel LA	Enrolled	Year Plan	% of Plan
		REFERRALS (100%)	43	50
PENDING INTAKE/ASSESSMENT (100%)	0	0		
ENROLLMENTS (100%)	43	50	86%	
ENROLLED INTO EDUCATION OR TRAINING	43	50	86%	
ATTAINMENT OF CREDENTIAL/CERTIFICATE	21	50	42%	
ENTERED EMPLOYMENT RATE	2	2	100%	

Provide employment readiness services to 50 participants to include BluePrint Workplace for Success training, interviews and job referrals, and referrals to training at ECC.

FAMILIES FIRST

GRANT TERM: 7/1/2019 TO 6/30/2020

REPORT PERIOD: 7/01/2019 TO 9/30/2019

	PY18-19	Enrolled	Year Plan	% of Plan
		ORIENTATIONS/WORKSHOPS (GROUP)	2	10
INDIVIDUAL MEETINGS	2	20	10%	
JOB REFERRALS / INTERVIEWS	2	15	13%	
JOB READINESS / RESUME COMPLETION	2	20	10%	
**Not in session				

The South Bay WIB, Inc., will provide job development staff support and services to Family First Charter School students at the Century Regional Detention Facility. Job Development services will include job readiness workshops, one-on-one interviewing and counseling, job match and referrals to employment and worksites, progress monitoring and follow-up.

YOUTH AT WORK EMPLOYMENT PROGRAM

GRANT TERM: 7/1/2019 TO 6/30/2020

REPORT PERIOD: 7/01/19 TO 9/30/2019

	TOTAL	Enrolled	Plan	% of Grant Plan
		TOTAL ENROLLMENTS	213	312
CALWORKS	42	127		
NCC (Low Income)	111	109		
FOSTER YOUTH	14	15		
PROBATION YOUTH	1	16		
SYSTEM INVOLVED YOUTH (New)	45	45		

The Youth At Work Employment Program (also referred to as the Summer Jobs Programs) provides eligible youth ages 14-21 with paid work experience and education support year-round and during school breaks.

DISABILITY EMPLOYMENT ACCELERATOR (DEA)

GRANT TERM: 4/01/2018 TO 12/31/2019

REPORT PERIOD: 04/01/2018 TO 9/30/2019

- REFERRALS (100%)
- PENDING INTAKE/ASSESSMENT (100%)
- ENROLLMENTS (100%)
- ENROLLED INTO "EARN AND LEARN" TRAINING (PWEX)
- ENROLLED INTO EDUCATION OR TRAINING
- ATTAINMENT OF CREDENTIAL/CERTIFICATE
- ENTERED EMPLOYMENT RATE
- AVERAGE WAGE AT EMPLOYMENT

	Enrolled	Year	% of
		Plan	Plan
	31	31	100%
	0	0	
	25	35	71%
	14	24	58%
	7	9	78%
	0	9	0%
	0	25	0%
	0	\$ 12.00	0

Modified 3/1/19 - In partnership with El Camino College (ECC) and Los Angeles Harbor College (LAHC), the project will target individuals with disabilities including, but not limited to, the following: mobility impaired, developmentally delayed learner, learning disabled, and other disabilities including Autism, Attention Deficit Hyperactivity Disorder, Tourette's Syndrome, and others. From the target population a total of 35 Persons with Disabilities (PWD) will be enrolled and receive a pre and registered apprenticeship, PWEX, OJT or training as a CNC (Computer Numerical Control) Machine Operator.

CALIFORNIA VIOLENCE INTERVENTION & PREVENTION (CaVIP)

GRANT TERM: 5/01/2018 TO 4/30/2020

REPORT PERIOD: 05/01/2018 TO 9/30/2019

- REFERRALS (100%)
- RISK ASSESSMENT (100%)
- PENDING INTAKE/PARENT APPT. (100%)
- ENROLLMENTS (100%)
- INTEVENTION WORKSHOPS/WORK READINESS PREPARATION
- PAID WORK EXPERIENCE, INTERNSHIP OR OJT
- FOLLOW-UP SERVICES FOR 12 MONTHS

	Enrolled	Year	% of
		Plan	Plan
	89	89	100%
	35	35	100%
	14	14	100%
	47	100	47%
	29	50	58%
	20	50	40%
	15	80	19%

This project will provide services to Inglewood youth that are disproportionately affected by violence and will receive evidence-based services for diversion, restorative justice, and employment opportunities through the Inglewood Community and Regional Engagement Violence Intervention and Prevention (I-CARE VIP) collaboration. The project will serve 100 youth ages 14-18 and provide preventive and diversion activities, case management along with paid pre-employment training, paid work experience and job search assistance.

VETERANS EMPLOYMENT RELATED ASSISTANCE PROGRAM (VEAP)

GRANT TERM: 7/01/2019 TO 3/31/2020

REPORT PERIOD: 07/01/2019 TO 9/30/2019

- ENROLLMENTS (100%)
- ENROLLED INTO EDUCATION OR TRAINING (65%)
- ATTAINMENT OF CREDENTIAL/CERTIFICATE (60%)
- EXIT RATE (100%)
- ENTERED EMPLOYMENT RATE (80%)
- EMPLOYMENT RETENTION (70%)
- AVERAGE WAGE AT EMPLOYMENT

	Enrolled	Year	% of
		Plan	Plan
	11	100	11%
	4	65	6%
	0	60	0%
	0	0	
	0	0	
	0	70	0%
	\$ -		

This project will assist eligible veterans with significant barriers to employment (i.e., long-term unemployed, homeless, transitioning) to receive career and training services leading to employment in high growth employment sectors such as Construction Trades.

CALIFORNIA CAREER PATHWAYS GRANTS
GRANT TERM: 09/01/2019 TO 8/31/2020

REPORT PERIOD: 09/01/2019 TO 9/30/2019

	Activities	Qrt.	%	Year	% of
		Plan	Plan	Plan	Plan
OPPORTUNITIES OFFERED COMPANY TOURS GUEST SPEAKERS INTERNSHIP EVENT VENDORS	3	21	14%	84	4%
	2	7	31%	26	8%
	0	7	0%	26	0%
	0	8	0%	30	0%
	82	27	307%	107	77%

SBWIB will provide work-based learning support to Centinela Valley Union High School District's nine academies and two career pathways. SBWIB will outreach to employers, engage in work based learning activities, which include guest speaking, providing opportunities for job shadowing, company tours, hosting interns, or serving as an advisory board member. Other activities will include participation in activities such as Career Day and Maker Faire.

HOMELESS LA RISE (REGIONAL)
GRANT TERM: 07/01/2019 TO 6/30/2020

REPORT PERIOD: 07/01/2019 TO 9/30/2019

	Activities	Qrt.	%	Year	% of
		Plan	Plan	Plan	Plan
ENROLLMENTS EMPLOYMENT EMPLOYMENT RATE - 2ND QRT AFTER EXIT EMPLOYMENT RATE - 4TH QRT AFTER EXIT	11	7	157%	26	42%
	4	4		20	21%
	0	0		20	0%
	0	0		12	0%

Effective 10/01/18, SBWIB will serve 18 and over Homeless Individuals through a Transitional Subsidized Employment Program leading towards Unsubsidized employment in the competitive marketplace that is along an articulated career pathway.

BSCC Youth Reinvestment Program
GRANT TERM: 10/01/2019 TO 3/31/2022

REPORT PERIOD: 10/01/2019 TO 9/30/2019

	Enrolled	Year	% of
		Plan	Plan
REFERRALS (100%)	0	150	0%
RISK ASSESSMENT (100%)	0	75	0%
PENDING INTAKE/PARENT APPT. (100%)	0	0	
ENROLLMENTS (100%)	0	150	0%
INTERVENTION WORKSHOPS/WORK READINESS PREPARATION	0	75	0%
PAID WORK EXPERIENCE, INTERNSHIP OR OJT	0	75	0%
FOLLOW-UP SERVICES FOR 12 MONTHS	0	150	0%

Project start-up to begin 11/19

This project will provide services to Inglewood, Hawthorne and Lennox youth that are disproportionately affected by violence and will receive evidence-based services for diversion, restorative justice,

HOME REHABILITATION AND REPAIRS PROGRAM (HRRP)

GRANT TERM: 7/01/2019 TO 6/30/2020

REPORT PERIOD: 07/01/2019 TO 9/30/2019

HOME REPAIR PROJECTS
HOME REPAIR COMPLETIONS
PENDING HOME REPAIR APPLICATIONS/INTAKE/INQUIRIES

HRRP	Enrolled	Year Plan	% of Plan
	2	10	20%
2	10	20%	
9			

The HRRP program provides residential home repairs to eligible low income homeowners residing in the 2nd District and Athens-Westmont area that includes Inglewood and Lennox. Repairs promote and eliminate unhealthy and unsafe living conditions. Funding is sponsored by the Los Angeles Community Development Block Grants.

AMERICORPS YOUTHBUILD

GRANT TERM: 8/15/2019 TO 8/14/2020

REPORT PERIOD: 07/01/2019 TO 9/30/2019

FULL-TIME ENROLLMENTS (TEACHERS AIDES)
QUARTERTIME ENROLLMENTS (YOUTHBUILD MEMBERS)
NATIONAL SERVICE EVENTS
SCHOLARSHIP ATTAINMENT

AmeriCorps	Enrolled	Year Plan	% of Plan
	2	4	50%
0	40	0%	
0	5	0%	
0	44	0%	

**Projected Start-up September 2019

The AmeriCorps project supports resources to the SBWIB YouthBuild programs by providing teachers aides. YouthBuild members can enroll into the program and and earn credits/hours toward scholarships through training and community engagement activities.

25% WIOA DISLOCATED WORKER ADDITIONAL ASSISTANCE GRANT

GRANT TERM: 10/01/18 TO 4/30/20

REPORT PERIOD: 10/01/2018 TO 9/30/2019

	Grant Plan	
I. TOTAL CLIENTS		181
A. ENROLLED	90	50%
B. NEW	0	
C. TRAINING	66	
D. OJT	3	
E. Pre-Apprenticeship/Apprenticeship	0	
SBWIB TOTALS		
II. TOTAL EXITS	15	
III. TOTAL UNSUBSIDIZED EMPLOYMENT	13	
A. RETRAINING	0	
ALSO ATTAINED CREDENTIAL	5	
B. CALLED BACK WITH EMPLOYER	0	
IV. % PLACEMENT (INCL. CALL BACKS)	87%	
V. % PLACEMENT (EXCL. CALL BACKS)	87%	
AVERAGE PLACEMENT WAGE	\$ 27.21	

The South Bay Rapid Reemployment project has been approved to assist 181 dislocated workers and veterans who have been laid off or separated from military to receive employment and job training services. Dislocated workers have been identified from selected employers faced with substantial layoffs or closure.

TRADE & ECONOMIC TRANSITION NDWG (TET)

GRANT TERM: 10/01/18 TO 9/30/20

REPORT PERIOD: 10/01/2018 TO 9/30/2019

	Grant Plan	
I. TOTAL CLIENTS		130
A. ENROLLED	103	79%
B. NEW	0	
C. TRAINING	59	
D. OJT	2	
E. Pre-Apprenticeship/Apprenticeship	0	
SBWIB TOTALS		
II. TOTAL EXITS	11	
III. TOTAL UNSUBSIDIZED EMPLOYMENT	10	
A. RETRAINING	2	
ALSO ATTAINED CREDENTIAL	2	
B. CALLED BACK WITH EMPLOYER	0	
IV. % PLACEMENT (INCL. CALL BACKS)	91%	
V. % PLACEMENT (EXCL. CALL BACKS)	91%	
AVERAGE PLACEMENT WAGE	\$ 34.95	

The South Bay TET project has been approved to assist 130 dislocated workers that have been laid off due to economic conditions to receive employment and job training services.

Teen Center Attendance Report

July 1, 2019- July 31, 2019

Inglewood Teen Center	New	Returning	Total
Inglewood	0	40	40
Hawthorne	0	0	0
Lawndale	0	0	0
Gardena	0	0	0
TOTAL	0	40	40

September 1, 2019- September 30, 2019

Inglewood Teen Center	New	Returning	Total
Inglewood	9	74	83
Hawthorne	0	0	0
Lawndale	0	0	0
Gardena	0	0	0
TOTAL	9	74	83

Hawthorne Teen Center	New	Returning	Total
Inglewood	0	0	0
Hawthorne	0	66	66
Lawndale	0	3	3
Gardena	0	2	2
Torrance	0	0	0
TOTAL	0	71	71

Hawthorne Teen Center	New	Returning	Total
Inglewood	0	0	0
Hawthorne	5	35	40
Lawndale	0	0	0
Gardena	0	0	0
Torrance	0	0	0
TOTAL	5	35	40

August 1, 2019- August 31, 2019

Inglewood Teen Center	New	Returning	Total
Inglewood	2	66	68
Hawthorne	0	0	0
Lawndale	0	0	0
Gardena	0	0	0
TOTAL	2	66	68

QUARTER TOTAL	
Inglewood Teen Center	191
Hawthorne Teen Center	159

Hawthorne Teen Center	New	Returning	Total
Inglewood	0	0	0
Hawthorne	6	40	46
Lawndale	1	1	2
Gardena	0	0	0
Torrance	0	0	0
TOTAL	7	41	48

An Employer-Centric Earn and Learn Model for Engineering

Aero-Flex Pre-Apprenticeship

- Learn about exciting careers!
- Connect with top employers ready to hire
- Gain real world experience exploring career tracks
- Industry-recognized, stackable credentials
- Continue to college, a registered apprenticeship, and/or employment

Aerospace Engineering Apprenticeship

- Gain on-the-job training
- Get **paid employment**
- Obtain technical education in Aerospace Engineering
- Complete a baccalaureate degree
- Opportunity to graduate employed

First in the Nation!

Employers

- Build your workforce pipeline of engineers
- Flex curriculum to your needs
- Build a flexible, dynamic workforce with common skill base
- A Nationwide Program
- Access to pool of candidates with work-readiness and entry-level technical skills
- Employer-defined training plan
- Obtain funding to support training
- Scale program throughout the organization

Aero-Flex Employers & Partners



Contact us: info@sbwib.org; (310) 970-7700 • **Visit:** www.sbwib.org/aero-flex

This WIOA Title 1 financially assisted program or activity is an equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities by calling in advance to CRS 1-800-735-2922 or 310-680-3700.



Bio-Flex

An employer-centric workforce pipeline development program modeled after the successful SBWIB Aero-Flex initiative

Bio-Flex is a new innovative project to develop pre-apprenticeship and registered apprenticeship career pathways for the Bioscience industry.

Bioscience Employers - your input and guidance is needed for program development. Please connect with us to participate.

Ask us about other programs available to support your business growth.

- Employment Training Panel Funding (ETP)
- Wage Subsidy programs
- City & County Business incentives
- Tax credits for equipment purchases



Please contact:
Deborah Shepard
South Bay Workforce Investment Board
Email: dshepard@sbwib.org; Phone: (310) 970-7700
Visit: www.sbwib.org/bioflex



America's **JobCenter** of CaliforniaSM



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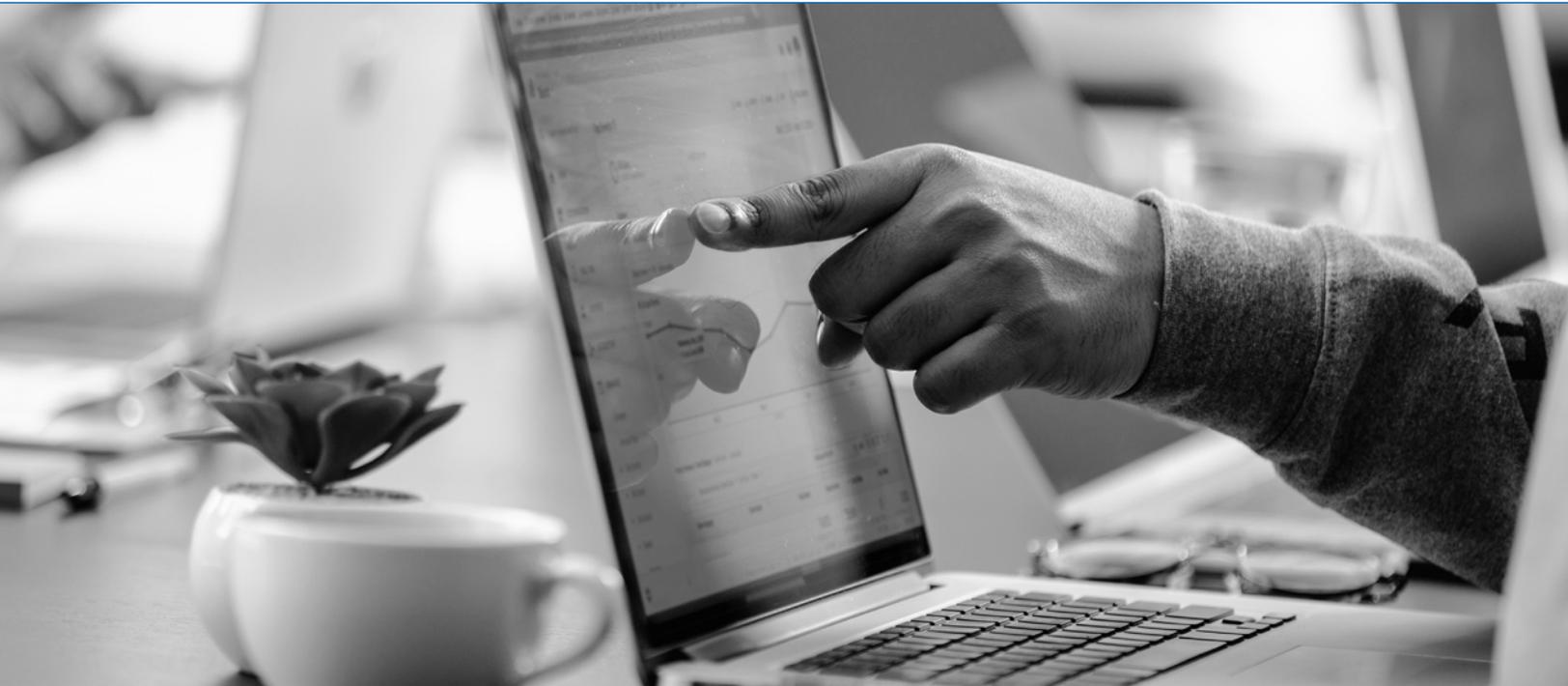


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The “GO-Virtual Initiative”: Using Flexible Workplace Practices to Reduce Traffic Congestion, Increase Economic Development, and Provide More Access to Affordable Housing Choices in the South Bay Region of Los Angeles County

Project 1860
August 2019

Fynnwin Prager, Ph.D., Mohja Rhoads, Ph.D., Jose N. Martinez, Ph.D.,
Chris Cagle, Aaron Baum, and Jacki Bacharach



Flexible workplace practices (FWPs) such as telework, flexible scheduling, and the use of co-working spaces can address problems of congestion, pollution and lack of housing affordability in the South Bay region of Los Angeles County. However, trends in the adoption of FWPs—especially of working from home—across the region do not appear to be increasing as much as expected. Prior literature suggests this may be due to occupational and industry constraints, manager resistance, and employee concerns over work-life balance. The authors of this study contribute to the literature by focusing on the obstacles to expansion of FWPs among South Bay organizations, and by comparing the projected impacts of potential government interventions in this space.

Study Methods

After establishing a baseline assessment of current FWP usage rates in the South Bay, the authors explore these issues by combining surveys and expert elicitation focus groups covering numerous types of FWP, especially the inclusion of co-working spaces as a strategy.

Findings

Commute times and the proportion of residents driving alone to work in the study region have increased as the economy has grown. The only alternative to driving alone to increase in frequency in the study region is working from home, which appears to be concentrated in locations with higher education levels or more appropriate

occupations. Survey and focus group participants perceived the major obstacles to further expansion of FWP to be managerial and executive resistance, alongside occupational constraints. Participants perceived government subsidies and incentives as combining relatively low costs and high impacts for their workplaces, and possibly used for private co-working spaces, which offer a market solution that includes the benefits of traditional at-home telework and collaborative workspaces.

Policy Recommendations

Findings from surveys, focus groups, and interviews suggest that when governments are resource-constrained the effective programs are promotional campaigns, facilitation of co-working spaces, and workforce training programs. Government organizations can also lead by example. Public schools and colleges can expand FWPs for administrative staff and other public agencies can find innovative ways to implement FWPs, including telework facilities exchanges between local public organizations. If government organizations also wish to invest and lead on broader policy goals such as reducing commute-related emissions, then other options include the expansion of AQMD mandates to organizations employing fewer than 250 employees and tax credits for workforce training and program implementation.

Participants in the survey and focus groups perceived the major obstacles to expansion to be a combination of managerial and executive resistance, alongside occupational constraints.

About the Authors

Dr. Fynnwin Prager is Assistant Professor of Public Administration at California State University, Dominguez Hills, where he is Co-Director of the South Bay Economics Institute. Dr. Rhoads has spent over 10 years studying FWP and has published several articles and a dissertation on the subject. Dr. Martinez is Co-Director of the South Bay Economics Institute at CSUDH. Chris Cagle is the Regional Affairs Manager for the South Bay Workforce Investment Board and also serves as the organization's Marketing Director. Aaron Baum is an Environmental Analyst at the South Bay Cities Council of Governments. Jacki Bacharach has served as Executive Director of the SBCCOG since 1998.

To Learn More

For more details about the study, download the full report at transweb.sjsu.edu/research/1860



MTI is a University Transportation Center sponsored by the U.S. Department of Transportation's Office of the Assistant Secretary for Research and Technology and by Caltrans. The Institute is located within San José State University's Lucas Graduate School of Business.

For ages 14-18
years old

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Priority services for:

- ☀ Youth ages 14-18 whose Family is Receiving CalWORKS Benefits (CASH AID)

Eligibility Requirements:

- ☀ Have the right to work in the U.S.
- ☀ Must be able to obtain a work permit, if 17 years old and younger
- ☀ Must present proof of CalWORKS Benefits (Notice of Action)

Program Design:

- ☀ Up to 20 hours of Paid Work Readiness Training
- ☀ Work for a variety of employers throughout Los Angeles County

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Inglewood One-Stop
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Serving Inglewood and Lennox

Torrance One-Stop
1220 Engracia Ave.
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(310) 680-3830
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Hermosa Beach,
Redondo Beach,
Manhattan Beach

Carson One-Stop
801 E. Carson St., Suite 117
Carson, CA 90745
(310) 680-3870
Serving Carson

Hawthorne Teen Center
3901 W. El Segundo Blvd.,
Hawthorne, CA 90250
(310) 970-7001
Serving Hawthorne, Lawndale,
El Segundo

Gardena One-Stop
16801 S. Western Ave.
Gardena, CA 90247
(310) 538-7065
Serving Gardena



PRESS RELEASE

November 4, 2019

South Bay Workforce Investment Board
11539 Hawthorne Blvd., Suite 500
Hawthorne, CA 90250
Contact: 310-970-7700

Los Angeles County Board of Supervisors Recognize Thirty-Nine South Bay Workforce Investment Board Bio-Flex Pre-Apprenticeship Graduates

HAWTHORNE – The Los Angeles County Board of Supervisors recognized the first graduates of the South Bay Workforce Investment Board (SBWIB) Bio-Flex Pre-Apprenticeship (BFPA) program at a special breakfast reception and formal board presentation on Tuesday, October 29, 2019 at the Hall of Administration.

This event celebrated the success of the 39 Bio-Flex graduates who completed the program. Initial pre-apprentice cohorts were hosted by Bachem Americas, Inc., Oak Crest Institute of Science, Pasadena Bio Collaborative Incubator, Protomer Technologies and Takeda Pharmaceutical Company.

Present to show support were stakeholders, program partners, and parents/guardians. BFPA partners include: West Los Angeles College, El Camino College, California State University Dominguez Hills, Biocom, Workforce Development Aging & Community Services (WDACS), Los Angeles County Economic Development Corporation (LAEDC). Interested students and supervisors from Compton Dominguez High School, and North Torrance High School were also invited to celebrate the new, innovative Bio-Flex Youth Pre-Apprenticeship program.

“What’s important about this program is that it shows investing in the bioscience sector is not just about building new infrastructure, it’s about investing in our human capital, creating career pathway programs that connect workers of all levels to employment opportunities in bioscience,” stated Mark Ridley-Thomas, LA County Supervisor, Second District. “The Bio-Flex program does just that, by recruiting, cultivating and retaining the next generation of bioscience workers right here in Los Angeles County,” he added.

Thanks to an initiative provided by Supervisor Mark Ridley-Thomas, along with the support of his colleagues on the Board of Supervisors, the County awarded an initial \$200,000 grant to launch and develop the program. Additionally, WDACS provided another \$150,000 for training costs. Supervisors Mark Ridley-Thomas and Janice Hahn and the board of supervisors have done a tremendous job in elevating bioscience in the region. Los Angeles is going to be the hub of bioscience, not only in the state, but the country,” said Jan Vogel, SBWIB Executive Director.

Since its inception this year, Bio-Flex has 70+ individuals graduated or enrolled. The program offers a strategy to complement LA County’s action plan to support and expand the LA Bioscience community of employers; and to provide excellent training and job opportunities for its residents through a new breed of Pre-Apprenticeship and Apprenticeship training programs. For more information, please visit www.sbwib.org/bioflex or call (310) 970-7700.

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Photo caption: Los Angeles County Board of Supervisors recognized the first graduates of the South Bay Workforce Investment Board's Bio-Flex Pre-Apprenticeship program during a special breakfast reception and formal board presentation on Tuesday, October 29th at the Hall of Administration. Pictured above are LA County Board of Supervisors, employer and SBWIB representatives, and Bio-Flex graduates.



PRESS RELEASE

October 22, 2019

South Bay Workforce Investment Board
11539 Hawthorne Blvd., Suite 500
Hawthorne, CA 90250
Contact: 310-970-7700

**South Bay Workforce Investment Board Honors Training Partners,
Businesses and Successful Job Seekers at 24th Annual Awards Banquet**

HAWTHORNE – Nearly 500 community leaders, educators, employers, training partners and successful job seekers joined with the South Bay Workforce Investment Board (SBWIB) staff and administrators for the 24th Annual Awards Ceremony and Banquet, October 10th, at the Torrance Marriott.

SBWIB Executive Director Jan Vogel served as master of ceremonies for the event that was attended by numerous civic officials from the South Bay area including: Inglewood Mayor James T. Butts, Jr, along with Councilmember Ralph Franklin; Hawthorne Mayor Alex Vargas with Councilmember Alex Monteiro and Chief of Police Michael Ishii; Lawndale Mayor Robert Pullen Miles and Councilman Pat Kearney; Carson Councilmembers Jawane Hilton and Jim Dear; Gardena Mayor Tasha Cerda and Councilmember Rodney Tanaka; Torrance Councilmembers George Chen, Mike Rizzo and Milton Herring; Metropolitan Water District Board Chairwoman Gloria Gray; Centinela Valley Union High School District Board Members Marisela Ruiz, Hugo Rojas and Gloria Ramos; Hawthorne School District Board Members Cristina Chiappe, Luciano Aguilar, Dr. Eugene Krank and Vicente Bravo; El Camino College Trustee Nilo Michelin and President Dena Maloney; and, West Los Angeles College President Dr. James Limbaugh.

SBWIB Chairman of the Board Wayne Spencer joined with Mr. Vogel to honor 67 training partners who had achieved 90 – 100 percent placements of individuals into full time employment through the SBWIB. Special awards were also presented to the following seven South Bay area businesses: Bachem Americas, Torrance; MORF3D, El Segundo; Inglewood Park Cemetery, Inglewood; The Winston Box, Gardena; Hobby Lobby, Hawthorne, and, Marvin Engineering Company, Inglewood.

The evening’s top award – the Esther Williams Award of Excellence - was presented to Los Angeles County Second-District Supervisor Mark Ridley-Thomas. Inglewood Mayor James T. Butts, Jr, made the presentation and cited the Supervisor’s distinguished public service career that has spanned nearly 30 years during which time he has championed those initiatives that met the social and economic needs of his constituencies throughout Southwest Los Angeles County. “Supervisor Ridley-Thomas has continuously embraced and supported the initiatives of the SBWIB in developing opportunities for underserved populations to have access to educational and advanced training that could qualify them for well paying careers,” Mayor Butts noted.

The net proceeds of the event will benefit youth programs the SBWIB provides.

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www.sbwib.org

Photo caption: Nearly 500 community leaders, educators, employers, training partners and successful job seekers joined with the South Bay Workforce Investment Board (SBWIB) staff and administrators for the 24th Annual Awards Ceremony and Banquet, October 10th, at the Torrance Marriott.







www.sbwib.org

PRESS RELEASE

October 4, 2019

South Bay Workforce Investment Board
11539 Hawthorne Blvd., Suite 500
Hawthorne, CA 90250
Contact: 310-970-7700

More Than 600 Students Attend Hiring Event at El Camino College

HAWTHORNE – El Camino College, in partnership with South Bay Workforce Investment Board, hosted the inaugural Warrior Jobs Career Education Hiring Event on the El Camino campus on Thursday, October 3. The event resulted in 652 students in attendance and featured 64 employers from various fields, including SpaceX, Terranea Resort, Los Angeles World Airports, Career Expansion, and several others. Several law enforcement and public service departments were present for the event as well, such as the Los Angeles Police Department, Los Angeles County Sheriff’s Department, and the Orange County Fire Authority.

During the event, attendees were also invited to participate in workshops held by LAWA and SpaceX on how to apply for positions within their organizations. As a special thanks for their participation in the hiring event, attendees were given a sheet in which they had to complete with special stickers each time they spoke to an employer. Once 10 stickers were collected, attendees were then able to redeem their sheets for a free lunch from Original Tommy’s Hamburgers.

Staff members from El Camino College’s Career Education department were extremely pleased with the event’s turnout. SBWIB and El Camino will continue to host events such as the Career Education Hiring Event in the near future.

The SBWIB operates four One Stop Business & Career Centers within its South Bay service area plus two Teen Centers in Inglewood and Hawthorne providing no cost adult, youth and business services. For further information, please call (310) 970-7700 or visit sbwib.org.

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Photo caption: More than 600 students attend hiring event at El Camino College on Thursday, October 3, 2019.



PRESS RELEASE

July 22, 2019

South Bay Workforce Investment Board
11539 Hawthorne Blvd., Suite 500
Hawthorne, CA 90250
Contact Jan Vogel: 310-970-7700

South Bay Students Graduate Take Flight Through Summer Transportation Program

HAWTHORNE, CA – Selected South Bay middle and high school students from the Inglewood Unified School District (IUSD) and Centinela Valley Union High School District (CVUHSD), partook in a 2-week program with the National Summer Transportation Institute (NSTI), offered by the College of Engineering, Computer Science, and Technology at Cal State LA from June 27th through July 15th. Students visited Flabob Airport in Riverside, CA on Saturday, July 13, 2019, where they each got to fly an airplane with an instructor for 20-30 minutes. The program concluded with a graduation dinner on Monday, July 15, 2019.

The NSTI program offered classroom instruction related to S.T.E.M. and the transportation industry, including three days at Flabob Airport. During their time at the airport, students learned about the forces needed for planes to fly, the adjustment to winds, different airplane parts, and how to read the different instruments meters in order to fly. Students practiced what they learned by flying an airplane with an instructor over and around a mountain adjacent to the airport.

To end the program, students were congratulated with certificates during a graduation dinner. Present were NSTI director, Dr. Hashemian, students and teachers. Participating student Ruth Hamilton from City Honors College Preparatory Academy spoke about her experience during the ceremony.

SBWIB’s Executive Director, Jan Vogel said, “Their experience doesn’t end here, eight of these students will be going to Pensacola, Florida for the National Flight Academy. They were selected among 200 other students in the Country, that’s really big!”

The NSTI program is provided at no cost to students and is a transportation-focused, career awareness initiative designed to introduce disadvantaged secondary school students to all modes of transportation-related careers. The program provides academic enhancement activities and encourages students to pursue transportation-related courses of study at the college/university level.

The National Flight Academy is the world’s largest virtual aircraft carrier and the nations #1 themed learning adventure that allows students to experience the sound, smell and feel of a real aircraft carrier. Students live for 6 days in a multi-story facility experiencing theme-park style thrills surrounded by advanced technology, flight simulators, and virtual reality games that ignite imagination and encourage learning.

The SBWIB operates four One Stop Business & Career Centers within its South Bay service area plus two Teen Centers in Inglewood and Hawthorne providing no cost adult, youth and business services. For further information, please call (310) 970-7700 or visit www.sbwib.org.

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www.sbwib.org

Photo caption: South Bay students fly airplanes as part of their program in the National Summer Transportation Institute after learning about the transportation industry. Program concluded with graduation dinner Monday, July 15, 2019.





PRESS RELEASE

July 15, 2019

South Bay Workforce Investment Board
11539 Hawthorne Blvd., Suite 500
Hawthorne, CA 90250
Contact: 310-970-7700

**South Bay Workforce Investment Board Implements
Bio-Flex Apprenticeship Initiative for the Bioscience Industry**

HAWTHORNE - The South Bay Workforce Investment Board (SBWIB) has implemented the Bio-Flex Initiative, a new innovative project to develop pre-apprenticeship and registered apprenticeship career pathways for the Bioscience industry and job seekers looking for careers in Bioscience. Bio-Flex is a cooperative partnership between SBWIB, the County of Los Angeles, educational institutions, associations and many Bioscience employers.

Supervisor Mark Ridley Thomas, who has led the effort to create BioLA (Bioscience Los Angeles County) and signal that the County is committed to becoming a global leader in Bioscience, provided the SBWIB with \$200,000 in grants to develop apprenticeships and implement the program. The Los Angeles County Workforce Development, Aging and Community Services Department provided an additional \$150,000 for apprentice training. And, more recently the California Workforce Development Board and Economic Development Department awarded the SBWIB a \$150,000 from the Workforce Accelerator Fund to attract participants into the new Bio-Flex apprenticeship program and to develop additional apprenticeship occupations.

“We are very excited to partner with the supervisor in his effort to make L.A. County a significant hub for Bioscience. We are prepared to do our part in preparing the local workforce to take advantage of these exciting employment opportunities,” said Jan Vogel, SBWIB Executive Director.

The SBWIB will develop an employer driven apprenticeship model that will meet the workforce development needs common to Bioscience industry partners, while providing a framework to allow each employer to design and “flex” their own program. Employers will be able to tailor the curriculum to meet their individual training needs around a specific occupation or department.

Bio-Flex is modeled after the SBWIB’s successful Aero-Flex Initiative, which brought together various industry partners in advanced manufacturing to provide career development and apprenticeship opportunities in the aerospace industry.

Apprenticeship is a proven way to connect employers to a diverse future workforce. This collaboration with employers and other stakeholders aims to create a flexible yet structured career pathway for high school and college level students, veterans, underserved populations, new hires, and incumbent workers who might otherwise have challenges accessing opportunities within this industry. Bio-Flex will support a regional network of partners that will ensure employment opportunities in Bioscience are widely available to all.

The local Bioscience industry currently generates more than \$40 billion in economic activity annually and supports 70,000 direct jobs and 160,000 indirect jobs, but has the potential to create even more, at all skill levels. Resilient against economic downturns, Bioscience was the only industry sector that continued to grow during the Great Recession.



www.sbwib.org

A number of Southland Bioscience employers are involved in Bio-Flex including Bachem, Polypeptide, Protomer Technologies, Sakura, Pasadena Bio, Thermo Fisher Scientific, Takeda, Oak Crest Institute of Science, and Freudenberg Medical, to name a few. Other partners include BioCom, Los Angeles Economic Development Corporation, Training Funding Partners, Rx Foundation, West LA College and Cal State University Dominguez Hills.

The vision for Bio-Flex is to deliver an effective and proven employer-directed career development tool, which can be used to attract new talent to the Bioscience industry. The program will provide an important resource to employers and increase job seekers' access to well-paid careers within this exciting industry.

Companies and participants interested in this opportunity may contact Deborah Shepard at (310) 970-7700 for more information and details on how to participate.

The SBWIB operates four One Stop Business & Career Centers within the South Bay service area plus two Teen Centers in Inglewood and Hawthorne. All employment services provided are offered at no cost to the public, visit SBWIB.org to learn more about available programs.

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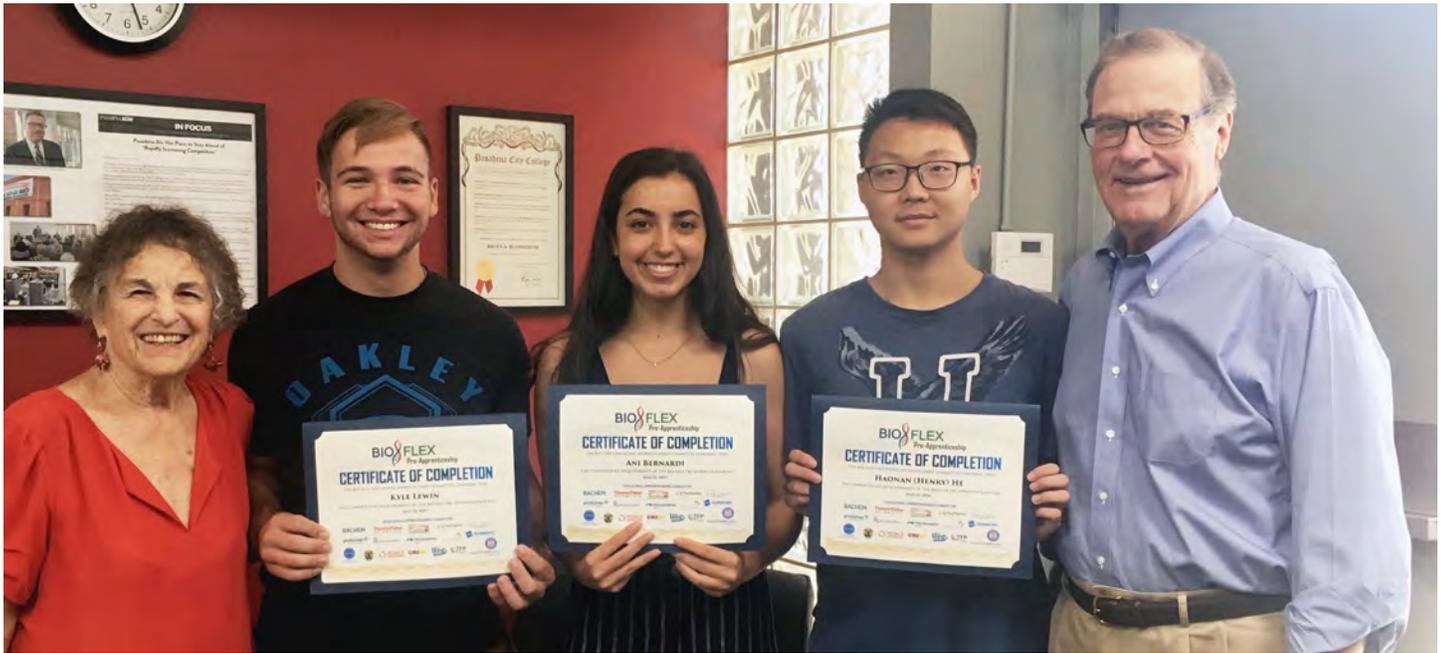


Photo caption: Recent Bio-Flex Pre-Apprentices pose for photo after receiving their certificates. Pictured from left to right; Dr. Wendie Johnston, Lab Director, Pasadena Bio Collaborative incubator, Kyle Lewin, Ani Bernardi, Haonan (Henry) He and Robert C. Bishop, Ph.D., President, Pasadena Bio Collaborative incubator.



PRESS RELEASE

July 15, 2019

South Bay Workforce Investment Board
11539 Hawthorne Blvd., Suite 500
Hawthorne, CA 90250
Contact: 310-970-7700

**U.S. Department of Labor Awards \$12 Million Grant to West LA College/
South Bay Workforce Investment Board (SBWIB) Led Collaborative to Prepare
Apprentices for Advanced Manufacturing & Bioscience Careers**

HAWTHORNE – The U.S. Department of Labor (DOL) has awarded a \$12 million grant to a West Los Angeles College/SBWIB collaborative that will be part of a national effort under its Growing Advanced Manufacturing Apprentices Across America (GAMAAA) program to prepare and place 5,000 workers into pre-apprenticeship and apprenticeship roles in advanced manufacturing with a focus on the Aerospace and Bioscience industries over the next four years. The grant was the only one awarded to a California applicant and will support training of new hires and incumbent workers.

While the local program will focus on placing nearly 1,500 apprentices and pre-apprentices around the Southland, the collaborative will be participating nationally in Employment & Training apprenticeship conferences to strengthen working relationships between local and national professional trade associations, educators, employers and elected officials that can help determine emerging skill sets and employer needs.

The SBWIB will be directly responsible for generating an awareness of the GAMAAA objectives locally as well as with workforce and employment development organizations in other parts of the nation such as South Carolina and Florida, where partnerships are being formed.

“This very significant grant award reflects the effectiveness of the apprenticeship programs we have collectively created here in the greater South Bay area,” said SBWIB Executive Director Jan Vogel. “Our Aero-Flex and Bio-Flex pre-apprentice and apprenticeship models are now being looked at and implemented nationally.”

Included among the local collaborative partners are El Camino College, College of the Canyons, Los Angeles Workforce Development Board, Los Angeles Economic Development Corporation, Project Lead the Way, Training Funding Partners, Goodwill of Southern California and the Aero-Flex Unilateral Apprenticeship Committee.

Companies and participants interested in this opportunity may contact Deborah Shepard at (310) 970-7700 for more information and details on how to participate.

The SBWIB operates four One Stop Business & Career Centers within the South Bay service area plus two Teen Centers in Inglewood and Hawthorne. All employment services provided are offered at no cost to the public, visit www.SBWIB.org to learn more about available programs.

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PRESS RELEASE

July 15, 2019

South Bay Workforce Investment Board
11539 Hawthorne Blvd., Suite 500
Hawthorne, CA 90250
Contact Jan Vogel: 310-970-7700

South Bay Teen Centers Youth Participate in “A Day in the Life of a College Student” Tour and Overnight Stay at California State University, Dominguez Hills

HAWTHORNE, CA – Sixteen South Bay Area seventh to ninth graders participated in the 6th Annual “A Day in the Life of a College Student” field trip at California State University, Dominguez Hills (CSUDH). Students got a tour of the campus, attended workshops and experienced an overnight stay at the dorms from July 9th to July 10th, 2019. This ongoing event is part of the South Bay Promise, made possible through the partnerships of the Hawthorne and Inglewood Teen Centers, the South Bay Workforce Investment Board (SBWIB) and CSUDH.

The event started at the Hawthorne Teen Center as students gathered, received mock college packets with acceptance letters and participated in activities to get to know one another. Some activities included questionnaires for college housing and a game of power rock paper scissors where students were taught the importance of cheering for others despite challenges in life. This year, participating students were from three South Bay area school districts (Hawthorne School District, Torrance Unified School District and Inglewood Unified School District).

Participating student, Kayla, expressed her expectations, “I’ve been to a few campuses, but none like this and I haven’t spent the night. I’m looking forward to learning more about what college is like and asking different questions,” she stated.

The South Bay Promise, aims to help area students with college preparation. Developed by leaders from California State University, Dominguez Hills (CSUDH), El Camino College (ECC), Inglewood Unified School District (IUSD), Centinela Valley Union High School District (CVUHSD) and the SBWIB, the South Bay Promise is now open to students from all school districts. This program enables students to have access to higher education and services such as tutoring, counseling and other support programs they need to be successful and transfer or graduate and enter the workforce. “More students are learning and experiencing the college path by getting the opportunity to visit campuses, we want to continue showing them the opportunities and support they have from their communities,” stated SBWIB’s Executive Director, Jan Vogel.

The SBWIB operates four One Stop Business & Career Centers within its South Bay service area plus two Teen Centers in Inglewood and Hawthorne providing no cost adult, youth and business services. For further information, please call (310) 970-7700 or visit sbwib.org.

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www.sbwib.org

Photo caption: South Bay Area students participate in 6th Annual “A Day in the Life of a College Student” at California State University, Dominguez Hills with an overnight stay from July 9th to July 10th, 2019.



RESOLUTION NO. CC-1911-053

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF LAWDALE, CALIFORNIA
APPROVING PAYMENT OF CLAIMS AND DEMANDS
IN THE SUM OF \$638,912.44**

THE CITY COUNCIL OF THE CITY OF LAWDALE, CALIFORNIA, DOES HEREBY RESOLVE, DETERMINE AND ORDER AS FOLLOWS:

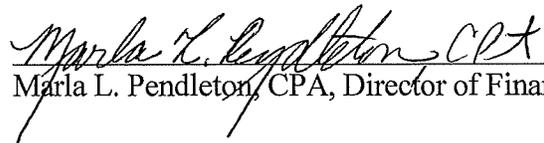
SECTION 1. That in accordance with Sections 37202 and 37209 of the Government Code, the Director of Finance, as certified below, hereby attests to the accuracy of these demands and to the availability of funds for the payment thereof.

SECTION 2. That the following claims and demands have been audited as required by law, and that appropriations for these claims and demands are included in the annual budget as approved by the City Council.

SECTION 3. That the claims and demands paid by check numbers 198586 through 198666 for the aggregate total of \$638,912.44 are hereby authorized.

Effective Date: November 18th, 2019

Certified by:


Marla L. Pendleton, CPA, Director of Finance

PASSED, APPROVED AND ADOPTED this 18th day of November, 2019.

Robert Pullen-Miles, Mayor

ATTEST:

State of California)
County of Los Angeles) SS
City of Lawndale)

I, Rhonda Hofmann Gorman, City Clerk of the City of Lawndale, California, do hereby certify that the City Council of the City of Lawndale duly approved and adopted the foregoing Resolution No. CC-1911-053 at a regular meeting of said Council held on the 18th day of November, 2019 by the following roll call vote:

Name	Voting		Present, Not Voting		Absent
	Aye	No	Abstain	Not Participating	
Robert Pullen-Miles, Mayor					
Daniel Reid, Mayor Pro Tem					
James H. Osborne					
Pat Kearney					
Bernadette Suarez					

Rhonda Hofmann Gorman, City Clerk

City of Lawndale
Summary of Audited Claims and Demands
From October 25 - November 7, 2019

Claims and Demands Paid By Check:

Check Date	Beginning	Check Number	Ending	Aggregate Total
10/31/2019		198586	198646	596,704.57
11/7/2019		198647	198666	42,207.87
Total Checks				638,912.44

Claims and Demands Paid By Electronic ACH Transfer:

Date	Name of Payee	Description	Amount
Total ACH Payments			0.00
Total Audited Claims and Demands Paid			638,912.44

Check Register Report

Date: 10/31/2019
 Time: 10:40 am
 Page: 1

City of Lawndale

BANK: WELLS FARGO BANK N.A

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
WELLS FARGO BANK N.A Checks							
198586	10/31/2019	Printed		2615	A-THRONE CO., INC	PORTABLE RESTROOMS	200.58
198587	10/31/2019	Printed		1541	ALESHIRE & WYNDER, LLP	PERSONNEL / LABOR	635.50
198588	10/31/2019	Printed		0112	ALL CITY MANAGEMENT SVCS, INC	SCHOOL CROSSING GUARD SVC	6,847.34
198589	10/31/2019	Printed		5394	ANIMAL MEDICAL CENTER	VETRINARIAN SERVICES	466.12
198590	10/31/2019	Printed		2263	B & H PHOTO-VIDEO	OWC 8TB THUNDERBAY RAID SSD	4,518.05
198591	10/31/2019	Printed		7194	BAVCO BACKFLOW & APPARATUS	BACKFLOW INSPECTION	480.00
198592	10/31/2019	Printed		7403	ACOSTA BOBBI	REFUND DEMO DEBRIS DEPOSIT	450.00
198593	10/31/2019	Printed		4333	CALIF BLDG STANDARDS COMMISSIO	SURCHARGE QTR ENDING 9/30/19	139.00
198594	10/31/2019	Printed		0163	CAPITAL OF SOUTH BAY INC.	ELECTRICAL SUPPLIES LIGHT BULB	45.22
198595	10/31/2019	Printed		0219	COUNTY OF LA DEPT OF PUBLIC WK	INDUSTRIAL WASTE SVCS 9/2019	8,542.82
198596	10/31/2019	Printed		3886	SIRLEY CUEVAS	PLANNING COMMISSION STIPEND	50.00
198597	10/31/2019	Printed		0389	DELTA DENTAL INS	DENTAL PREMIUM -OCT 2019	189.19
198598	10/31/2019	Printed		0220	DEPARTMENT OF TRANSPORTATION	TRAFFIC SIGNAL MAINTENANCE	2,679.59
198599	10/31/2019	Printed		0217	DEPT OF ANIMAL CARE & CONTROL	ANIMAL CONTROL SVCS SEPT 2019	383.53
198600	10/31/2019	Printed		7401	DEPT OF TAX & FEE ADMIN	IMPLEMENT. FEE FOR MEASURE L	6,455.16
198601	10/31/2019	Printed		5702	DIV OF THE STATE ARCHITECT	3RD QTR 2019 CASP FEE REPORT	43.60
198602	10/31/2019	Printed		5362	DUNCAN, JOSHUA	PAYMENT FOR MARTIAL ARTS CLASS	1,759.80
198603	10/31/2019	Printed		5876	DUTHIE POWER SERVICES	SEMI ANNL BACKUP GENERATOR SVC	309.00
198604	10/31/2019	Printed		2888	EDWARD MACEO EDWARDS	DJ SVC FOR COMMUNITY EVENT	500.00
198605	10/31/2019	Printed		6886	EMPIRE CLEANING SUPPLIES	MAINTENANCE CLEANING SUPPLIES	546.31
198606	10/31/2019	Printed		6684	FARMER BROTHERS CO.	COFFEE SERVICE	421.05
198607	10/31/2019	Printed		0242	FEDEX	R. FELTON TO ALESHIRE WYNER	29.97
198608	10/31/2019	Printed		7052	AMALEA FISHER	SENIOR FITNESS CLASSES-YOGA	130.00
198609	10/31/2019	Printed		1909	FUN EXPRESS	2019 HALLOWEEN EVENT SUPPLIES	32.79
198610	10/31/2019	Printed		7404	BYRON GALINDO	REFUND DEMO DEBRIS DEPOSIT	948.00
198611	10/31/2019	Printed		7405	BRIAN GRANT	REFUND DEMO DEBRIS DEPOSIT	900.00
198612	10/31/2019	Printed		4796	ERICA HARBISON	PRSSC MTG STIPEND 10/28/19	50.00
198613	10/31/2019	Printed		7406	HAUPT ROOFING CONSTRUCTION,INC	REFUND DEMO DEBRIS DEPOSIT	205.71
198614	10/31/2019	Printed		6557	HAWTHORNE HARDWARE	20 KEY TAGS	8.60
198615	10/31/2019	Printed		5503	JA'VONDA JONES	CONTRACT CLASS INSTRUCTOR FEES	1,508.05
198616	10/31/2019	Printed		0380	PAT KEARNEY	FINAL EXPENSE PARKING EXPENSE	39.00
198617	10/31/2019	Printed		7150	KOA CORPORATION	PROFESSIONAL SCVS 9/2-29/19	18,000.00
198618	10/31/2019	Printed		0206	L.A. COUNTY SHERIFF'S LENNOX	REFUND SECURITY DEPOSIT	1,078.02
198619	10/31/2019	Printed		0308	LOS ANGELES COUNTY	SHERIFFS DEPT. AUGUST 2019	515,957.76
198620	10/31/2019	Printed		6134	JOHN MARTINEZ	PLANNING COMMISSION STIPEND	50.00
198621	10/31/2019	Printed		1050	UFFE MOLLER	PLANNING COMMISSION STIPEND	50.00
198622	10/31/2019	Printed		7381	LATOYA MONTGOMERY	REFUND FOR SECURITY 1 HOUR	75.00
198623	10/31/2019	Printed		7402	SEAN MOORE	TUITION REIMB CEQA CERTIFICATE	525.00
198624	10/31/2019	Printed		6015	LAYNE NATALE	INSTR. SVCS-SR FITNESS CLASS	390.00
198625	10/31/2019	Printed		6602	ALAN V. NGUYEN	REFUND CONST/DEMO 7/30/18.	6,180.00
198626	10/31/2019	Printed		0367	OFFICE DEPOT	OFFICE SUPPLIES CSD	34.16
198627	10/31/2019	Printed		7407	PLATINUM CHEMICALS, INC.	GRAFFITI CLEANER	466.00
198628	10/31/2019	Printed		7047	PRECISION AUTO CARE, INC	SVC & TIRE PRESSURE MONITORING	216.10
198629	10/31/2019	Printed		6123	PRUDENTIAL OVERALL SUPPLY	UNIFORM CLEANING SVC 10/22/19	39.36

Check Register Report

Date: 10/31/2019
 Time: 10:40 am
 Page: 2

City of Lawndale

BANK: WELLS FARGO BANK N.A

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
WELLS FARGO BANK N.A Checks							
198630	10/31/2019	Printed		0411	ROBERT PULLEN-MILES	FINAL EXPENSES LCC CONF. LB	36.62
198631	10/31/2019	Printed		5895	RICOH USA INC	RICOH COPIER MONTHLY LEASE	2,142.66
198632	10/31/2019	Printed		7241	CARLA L ROSE-PRYOR	PLANNING COMMISSION STIPEND	50.00
198633	10/31/2019	Printed		6698	SHIRLEY RUDOLPH	PRSSC MEETING STIPEND 10/28/19	50.00
198634	10/31/2019	Printed		6659	SASE COMPANY, LLC	AIR FILTER FOR CONCRETE GRINDE	192.00
198635	10/31/2019	Printed		6379	SHI	WIRELESS KEYBOARD & MOUSE	43.00
198636	10/31/2019	Printed		2051	MADONNA SITKA	PRSSC MEETING STIPEND 10/28/19	50.00
198637	10/31/2019	Printed		6034	SOUTH COAST MECHANICAL INC	1ST QTRLY BILLING 7/1-9/30/19	5,923.82
198638	10/31/2019	Printed		0849	THE SAFEMART OF SO CAL INC	6 MASTER LOCKS ONE FOR MSD	103.21
198639	10/31/2019	Printed		0462	TODD PIPE & SUPPLY-HAWTHORNE	AMALL HAND HELD PLUMBING SNAKE	197.63
198640	10/31/2019	Printed		3672-FLEET	U.S. BANK VOYAGER FLEET SYS	VOYAGER GAS BILL CLSG 9/24/19	3,193.63
198641	10/31/2019	Printed		3672-CDD	U.S. BANK	APA MEMBERSHIP RENEWAL	458.75
198642	10/31/2019	Printed		3672-MSD	U.S. BANK	CREDIT CARD CHARGES	257.03
198643	10/31/2019	Printed		0479	VISION SERVICE PLAN	VISION COBRA OCT 2019	978.99
198644	10/31/2019	Printed		0480	VISTA PAINT	GRFFITI SUPPLIES MARKING PAINT	290.28
198645	10/31/2019	Printed		7385	MARILYN WELLS	REFUND SECURITY SEVC 9/28/19	111.57
198646	10/31/2019	Printed		6697	DANIEL T WOODS	PRSSC MEETING STIPEND 10/28/19	50.00

Total Checks: 61

Checks Total (excluding void checks): 596,704.57

Total Payments: 61

Bank Total (excluding void checks): 596,704.57

Total Payments: 61

Grand Total (excluding void checks): 596,704.57

Check Register Report

Date: 11/07/2019
Time: 11:01 am
Page: 1

City of Lawndale

BANK: WELLS FARGO BANK N.A

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
WELLS FARGO BANK N.A Checks							
198647	11/07/2019	Printed		7263	ACCOUNTING PRINCIPALS INC	TEMP SVCS-WK END 10/20/2019	2,069.10
198648	11/07/2019	Printed		0115	AT & T	LONG DISTANCE SVCS OCT 2019	14.34
198649	11/07/2019	Printed		0613	BERICOM IT & DESIGN	NTWK MAINT/COMP SUPPORT	13,334.96
198650	11/07/2019	Printed		4698	ROD CORPRUE	REFUND MILEAGE REIMBURSEMENT	11.25
198651	11/07/2019	Printed		6636	FRONTIER COMMUNICATIONS	PHONE CHARGES 10/19-11/18/2019	83.92
198652	11/07/2019	Printed		7410	RUDY HERRERA	REFUND MILEAGE REIMBURSEMENT	11.25
198653	11/07/2019	Printed		7411	HW POWER, INC.	REFUND FOR DUPLICATE PERMIT	680.00
198654	11/07/2019	Printed		0204	L.A. COUNTY CLERK'S OFFICE	RECORD NOTICE OF EXEMPTION	75.00
198655	11/07/2019	Printed		7413	LA FAMILIA TELERIN PARTY RNTAL	BALLOON ARCHES & CLOSED TENTS	740.00
198656	11/07/2019	Printed		6428	MINUTEMAN PRESS OF GARDENA	CITYWIDE OFFICE SUPPLIES	971.32
198657	11/07/2019	Printed		0367	OFFICE DEPOT	OFFICE SUPPLIES MSD	293.90
198658	11/07/2019	Printed		0326	LINDA D. PARSLEY	REIMB-HOLIDAY LUNCHEON 12/5/19	39.56
198659	11/07/2019	Printed		7412	RACHEL SON	SPR 18-109 DEPOSIT	532.62
198660	11/07/2019	Printed		0439	SOUTHERN CALIFORNIA EDISON CO.	UTILITIES ELECTRICITY	13,471.80
198661	11/07/2019	Printed		0440	SOUTHERN CALIFORNIA GAS CO.	UTILITY GAS CHARGES	1,532.15
198662	11/07/2019	Printed		4142	TIME WARNER CABLE	CABLE SERVICE 10/24-11/23/19	2,238.92
198663	11/07/2019	Printed		3672-CMD	U.S. BANK	CREDIT CARD CHARGES-CMD	108.03
198664	11/07/2019	Printed		3672-CSD	U.S. BANK	CREDIT CARD CHARGES-CSD	2,105.72
198665	11/07/2019	Printed		3672-FIN	U.S. BANK	CREDIT CARD CHARGES FINANCE	1,936.28
198666	11/07/2019	Printed		3672-RSD	U.S. BANK	CREDIT CARD CHARGES-RSD	1,957.75
Total Checks: 20						Checks Total (excluding void checks):	42,207.87
Total Payments: 20						Bank Total (excluding void checks):	42,207.87
Total Payments: 20						Grand Total (excluding void checks):	42,207.87

**MINUTES OF THE
LAWNDALE CITY COUNCIL REGULAR MEETING
November 4, 2019**

A. CALL TO ORDER AND ROLL CALL

Mayor Pullen-Miles called the meeting to order at 6:30 p.m. in the City Hall council chamber, 14717 Burin Avenue, Lawndale, California.

Councilmembers Present: Mayor Robert Pullen-Miles, Councilmember Pat Kearney, Councilmember Daniel Reid, Councilmember Bernadette Suarez

Councilmembers Absent: Mayor Pro Tem James H. Osborne

Other Participants: City Clerk Rhonda Hofmann Gorman, City Attorney Tiffany J. Israel, Los Angeles County Sheriff's Department Captain Duane Allen, Community Services Director Mike Estes, Assistant to the City Manager/Human Resources Director Raylette Felton, Municipal Services Director Michael Reyes, Finance Director Marla Pendleton, Community Development Director Sean Moore, Assistant City Clerk Matthew Ceballos and approximately 12 audience members.

B. CEREMONIALS

Councilmember Reid led the flag salute and Doris Hofmann provided the inspiration.

C. PUBLIC SAFETY REPORT

Captain Allen summarized recent law enforcement activities.

D. ORAL COMMUNICATIONS - ITEMS NOT ON THE AGENDA

- Bridget Miller, Resident, spoke about rent control and wrongful evictions throughout the City, specifically about her personal experiences with an eviction. Requested an urgency ordinance to protect renters from “no fault” evictions.
- Chuck Rundle, Resident, inquired about the status of the light on Manhattan Beach Boulevard and a traffic camera study on Prairie Avenue and Marine Avenue.
- Jessica Romero, Library Manager, spoke and highlighted various Library programs.
- Doris Hofmann, Resident, commented on the success of the Lawndale Halloween Haunt Event and the upcoming Field of Honor.

E. COMMENTS FROM COUNCIL

The City Council responded generally to the comments, but did not request placement of any issues on a future meeting agenda.

City Attorney Tiffany Israel provided background information on the new rental laws detailed in Assembly Bill (AB) 1482.

Mayor Pullen-Miles expressed the desire to explore the legal possibility of a moratorium on “no-fault” evictions and requested more information on the timing of AB 1482.

F. CONSENT CALENDAR

1. Accounts Payable Register

Recommendation: that the City Council adopts Resolution No. CC-1911-050 authorizing the payment of certain claims and demands in the amount of \$261,047.01.

2. Minutes of the Lawndale City Council Regular Meeting – October 21, 2019

Recommendation: that the City Council approve.

LAWNDALE HOUSING AUTHORITY

3. Minutes of the Lawndale Housing Authority Regular Meeting – August 5, 2019

Recommendation: that the Commissioners approve.

A motion by Councilmember Kearney to approve the consent calendar was seconded by Councilmember Reid and carried by a vote of 4-0, Mayor Pro Tem Osborne was absent.

G. ADMINISTRATION

4. Presentation and Discussion of the Proposed Desalination Plant and Final Environmental Impact Report

Recommendation: that the City Council (a) receive the presentation from representatives of both the LA Waterkeeper and West Basin Municipal Water District and (b) provide further direction to staff regarding the City’s position: in opposition, in support, or take no action regarding the proposed Desalination Plant.

E.J. Caldwell, West Basin Municipal Water District Manager of Water Policy and Resource Development, provided a PowerPoint presentation on the Proposed Desalination Plant and Final Environmental Impact Report.

Kelly Clark, Staff Attorney for L.A. Waterkeeper, provided an oral report opposing the Proposed Desalination Plant and Final Environmental Impact Report.

A lengthy question and answer discourse ensued between City Council, West Basin Municipal Water District staff and L.A. Waterkeeper staff regarding the energy intensive nature of a proposed desalination plant, permitted potable sources, desalination plant as an alternative, other possible water sources, CEQA requirements, cost analysis, economic justice component, reliability of a desalination plant, letters of support, environmental issues, brine discharge, allowable thresholds, sea life impacts, the San Andreas Fault line, and droughts

Public Comment

Randal Abram, Resident, inquired as to what environmental groups have changed their opinions of the EIR from draft to final.

A dialogue ensued between Council regarding studies, the need for reliable water sources, desalination unknowns, cost estimates and analysis, marine life impact, storm water and alternative water sources.

City Council came to a general consensus to take no action until a cost analysis of the proposed desalination plant is provided for review.

5. **Budget Update for the Quarter Ended September 30, 2019**

Recommendation: that the City Council (a) receive and file the Quarterly Investment Report for the quarter ended September 30, 2019; and (b) approve all recommend adjustments as detailed in the staff report.

Finance Director Marla Pendleton reported on the proposed Budget Update for the Quarter Ended September 30, 2019.

A motion by Councilmember Reid to receive and file the Quarterly Investment Report for the quarter ended September 30, 2019 and approve all recommend adjustments as detailed in the staff report was seconded by Councilmember Kearney and carried by a vote of 4-0, Mayor Pro Tem Osborne was absent.

6. **Authorize Application For and Receipt of Senate Bill 2 (SB 2) Planning Grants Program Funds**

Recommendation: that the City Council (a) determine that the consideration of Resolution No. 1911-051 is exempt from the California Environmental Quality Act ("CEQA") pursuant to Section 15378 of the CEQA Guidelines; and (b) adopt Resolution No. 1911-051 authorizing staff to submit an application for grant funding from the SB 2 Planning Grants Program.

Community Development Director Sean Moore reported on the proposed Application For and Receipt of Senate Bill 2 (SB 2) Planning Grants Program Funds.

A motion by Councilmember Suarez to determine that the consideration of Resolution No. 1911-051 is exempt from the California Environmental Quality Act ("CEQA") pursuant to Section 15378 of the CEQA Guidelines and adopt Resolution No. 1911-051 authorizing staff to submit an application for grant funding from the SB 2 Planning Grants Program was seconded by Councilmember Kearney and carried by a vote of 4-0, Mayor Pro Tem Osborne was absent.

7. **Residential Development Standards and Design Guidelines**

Recommendation: that the City Council (a) determine that the consideration of Resolution No. 1911-052 is exempt from the California Environmental Quality Act ("CEQA") pursuant to Section 15061(b)(3) of the CEQA Guidelines; and (b) adopt Resolution No. 1911-052 approving the Residential Development Standards and Design Guidelines.

Community Development Director Sean Moore reported on the proposed Residential Development Standards and Design Guidelines

A motion by Councilmember Kearney to determine that the consideration of Resolution No. 1911-052 is exempt from the California Environmental Quality Act ("CEQA") pursuant to Section 15061(b)(3) of the CEQA Guidelines and adopt Resolution No. 1911-052 approving the Residential Development Standards and Design Guidelines was seconded by Councilmember Reid and carried by a vote of 4-0, Mayor Pro Tem Osborne was absent.

H. ITEMS FROM COUNCILMEMBERS

8. Mayor/Councilmember Report of Attendance at Meetings and/or Events

Councilmember Reid attended the California Contract Cities meeting and the Lawndale Halloween Haunt Event.

Councilmember Kearney attended the Boring Company tunnel tour, the grand opening of the Urth Caffé, and the Lawndale Halloween Haunt Event.

Councilmember Suarez attended the Lawndale Halloween Haunt Event and was guest speaker at Environmental Charter High School. Councilmember Suarez stated that she would like to explore a budget for social media ads and greater outreach.

Mayor Pullen-Miles attended the Lawndale Halloween Haunt Event, the California Contract Cities meeting, the Boring Company tunnel tour

I. CLOSED SESSION

At 8:22 p.m. the City Council entered into closed session.

9. Public Employee Appointment

The City Council will conduct a closed session, pursuant to Government Code section 54957(b), to consider an appointment to the position of City Manager.

10. Conference with Legal Counsel – Anticipated Litigation

The City Council will conduct a closed session, pursuant to Government Code section 54956.9(d)(4), because the City is considering whether to initiate litigation in one (1) case.

LAWNDALE HOUSING AUTHORITY

11. Conference with Real Property Negotiator

The Authority will conduct a closed session, pursuant to Government Code section 54956.8, to enable the commissioners to consider negotiations and to give direction to its negotiators regarding that certain real property, 4019 W. 169th Street, APN 4074-016-015. The Authority's real property negotiators, its executive director and housing

director, will seek direction from the commissioners regarding the price and terms for this property.

At 9:20 p.m. the City Council entered back into open session.

City Attorney Tiffany Israel reported the City Council/Lawndale Housing Authority met in Closed Session to discuss the three item listed on the Closed Session agenda. On item number 10, the City Council unanimously voted, Mayor Pro Tem Osborne being absent, to authorize the initiation of litigation against the owners of 14923 Larch Avenue, Lawndale, CA 90260. The City Council was updated on items number 9 and 11, there was no reportable action taken.

J. ADJOURNMENT

There being no further business to conduct, the mayor adjourned the meeting at 9:20 p.m.

Robert Pullen-Miles, Mayor

ATTEST:

Rhonda Hofmann Gorman, City Clerk

Approved: 11/18/2019



CITY OF LAWDALE

14717 BURIN AVENUE, LAWDALE, CALIFORNIA 90260
PHONE (310) 973-3200 ♦ www.lawndalecity.org

DATE: November 18, 2019

TO: Honorable Mayor and City Council

FROM: Steven Mandoki, City Manager *SM*

PREPARED BY: Kahono Oei, Interim Director of Public Works *K O*
Grace Huizar, Administrative Analyst *GH*

SUBJECT: Residential and Commercial Solid Waste Collection Service Rates

BACKGROUND

On August 19, 2019, the City awarded a seven year franchise agreement to Consolidated Disposal Services, LLC (Republic Services) for citywide commercial and residential solid waste and recycling collection services. The new agreement will become effective on January 1, 2020 and expires on December 31, 2026, with the City's option to extend the agreement for another 24 months.

The City Council approved the new agreement for the provision of collection services to the City's commercial and residential customers, and tonight's public hearing is to consider the proposed maximum rate schedules in accordance with Proposition 218.

STAFF REVIEW

Pursuant to Proposition 218, the Right to Vote on Taxes Act of 1996, local governments must follow certain requirements before increasing an existing property-related fee such as the rates imposed for refuse collection.

Local governments must mail information about a proposed new or increased fee in a notice of public hearing to every resident and property owner, and the governing body of the local government must, at the time and place specified in the hearing notice, conduct a public hearing to consider the new fee or fee increase. The governing body must reject the fee if a majority of the property owners protest in writing or in person.

The City's notice of the proposed rates and the public hearing was mailed to every residential, multifamily and commercial account in the City on October 2, 2019. As of the writing of this report, no protests have been received.

In accordance with State law, the public hearing will include consideration of adopting a resolution that will authorize maximum rate increases for solid waste collection services for a five-year (5-

year) period commencing January 1, 2020 through December 31, 2024. The proposed 2020 rates included in Exhibit "A" hereto are the actual rates that will be charged to customers foregoing a majority protest (50% plus one protest from businesses and residents/property owners in the City.) For the years 2021 – 2024, beginning January 1, 2021 refuse service rates are proposed to be adjusted on a yearly basis based on the actual increase in CPI-U (trash and garbage collection – U.S. City Average). The proposed rates from 2021 through 2024 (Exhibit A) reflect an estimated five percent increase from year-to-year; however actual CPI-U increases may vary. Annual rate increases in any given year exceeding the rates proposed in Exhibit "A" and any further increases proposed after December 31, 2024 would be subject to approval by the City Council via a public hearing and protest procedures open to interested persons.

LEGAL REVIEW

The City Attorney's office has reviewed and approved the Prop 218 public hearing notice and resolution as to form.

FUNDING

N/A

RECOMMENDATION

Staff recommends that the City Council conduct the public hearing, consider the testimony of any interested parties, and adopt Resolution No. CC 1911-055

Attachments: Prop 218 Notice of Public Hearing
Resolution No. CC-1911-055

Visite www.lawndalecity.org para obtener la traducción al español de esta notificación

Vui lòng truy cập www.lawndalecity.org để lấy bản dịch tiếng Việt của thông báo này

**NOTICE OF PUBLIC HEARING
BY THE CITY COUNCIL OF THE CITY OF LAWNSDALE
REGARDING THE CITY'S RESIDENTIAL AND COMMERCIAL
SOLID WASTE REFUSE COLLECTION CHARGES AND NEW RATES**

Dear Business, Resident/Property Owner,

NOTICE IS HEREBY GIVEN that the City Council (City Council) of the City of Lawndale (City) will hold a public hearing to consider new rates for the residential and commercial refuse collection services and disposal fees charged to residential and commercial customers for solid waste collection and disposal services within the City. Said public hearing will be held at a regular meeting of the Lawndale City Council as follows:

DATE: November 18, 2019
TIME: 6:30 p.m.
PLACE: Lawndale City Hall Council Chamber
14717 Burin Avenue
Lawndale, CA 90260

The solid waste disposal services in the City are performed by Republic Services. Residential and multi-family properties with cart service are billed quarterly, and multi-family and commercial customers with bin service are billed monthly.

INFORMATION ABOUT THE CHARGES

A. **Background:** The City Council has previously determined the collection and disposal of refuse in the City is a service to be performed by a private company, under an exclusive franchise agreement. The exclusive franchise agreement with Republic Services was approved by the City Council on August 19, 2019. The maximum rates for solid waste collection services for calendar year 2020, to be approved at the Public Hearing on November 18, 2019, include charges for weekly residential service based on the size of cart requested, commercial service based on size of containers and frequency of service, as well as special charges for specific services including bin rental and other related services.

B. **Basis upon which the charges were calculated:** Refuse service rates were negotiated between the City and Republic Services for solid waste collection services as part of the Franchise Agreement, and represent the maximum amount that may be charged to you for refuse services under the Franchise Agreement. Your refuse bills compensate Republic Services for the costs of providing refuse services, including all labor, equipment, material, supplies, supervision and all other items necessary to perform the work and provide the services described in the Franchise Agreement.

The public hearing will include consideration of adopting a resolution that will authorize maximum rate increases for solid waste collection services for a five-year (5-year) period commencing January 1, 2020 through December 31, 2024. The proposed increase in rates reflects additional services provided by Republic Services under the Franchise Agreement, and including without limitation, regular inflationary cost increases, increased costs of providing State-required organics diversion programs and compliance with other recent changes in State law, and major changes in the costs of providing recycling services as a result of certain adverse developments in the recycling markets.

The proposed 2020 rates included in Exhibit "A" hereto are the actual rates that will be charged to customers foregoing a majority protest (50% plus one protest from businesses and residents/property owners in the City). For the years 2021-2024, beginning January 1, 2021, refuse service rates are proposed to be adjusted on a yearly basis based on the actual increase in CPI-U (Trash and Garbage Collection - CUUR0000SEHG02, U.S. City average). The proposed rates for January 1, 2021 through December 31, 2024 (Exhibit "A") reflect an estimated five percent increase from year-to-year; however actual CPI-U increases may vary. Annual rate increases in any given year exceeding the rates proposed in Exhibit "A" and any further increases proposed after December 31, 2024, would be subject to approval by the City Council via public hearing and protest procedures open to interested persons.

The rate adjustment methodology provides for an adjustment to the rate adjustment index for each respective cost component for the twelve-month (12-month) period ending December prior to the rate year anniversary date for changes in the consumer price index, in addition to fees of the franchisee.

Reason for the charges. The maximum rates for solid waste collection services are for the operation and administration of the refuse disposal and recycling programs implemented by the franchisee in accordance with the Franchise Agreement and State law, as well as to cover certain governmental fees, and franchise fees. The primary factors for the proposed new rate structure pertain to regular inflationary cost increases, increased costs of providing State-required organics diversion programs and other recently enacted State mandates, and changes in overseas recycling markets. In July 2017, for example, China announced a policy called National Sword, which limits the import of contaminated recyclable commodities and increases inspections of recyclable commodity imports. This policy change has had significant adverse cost impacts on solid waste service providers nationwide.

C. Charge per account. The proposed rates in Exhibit A include annual CPI-U increases that are estimated to not exceed 5%, beginning January 1, 2021. The base rates upon which CPI-U will be applied will go into effect on January 1, 2020, and will be billed by Republic Services on the first monthly commercial bill and quarterly residential bill. **ABILITY TO PROTEST**

Owners of real property subject to the rate increases (and lessees/commercial or single family/multifamily customers of such property who actually pay the rates) in the City of Lawndale, who wish to protest the increases or the new rates can send in a written protest to the City Clerk at the address below and/or attend the public hearing on the increases to register their written protest at the hearing. Only one written protest per residential or commercial parcel in the city's service area (i.e. address/assessor parcel number) will be counted. Written protests must be actually received by the City Clerk, whether by mail or in-person delivery, prior to or during the public

hearing on November 18, 2019. Any written protests received following the close of the public hearing will not be counted.

All written protests must, at a minimum, include the following information to be counted: (a) address or assessor parcel numbers of property subject to the new rates, (b) name and signature of the protester and whether the protester is a property owner or service account holder and (c) a clear statement protesting the rates pursuant to this notice. Written protests by electronic mail (email) or fax will not be accepted.

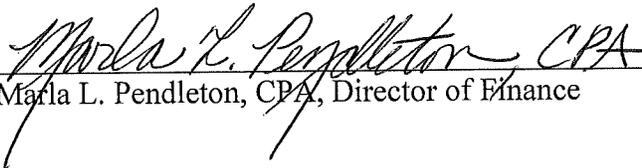
This protest hearing is being conducted in accordance with Article XIID of the California Constitution. The City Council will not implement the new rates and fees should a majority written protest against the proposed rates and fees be received on all identified residential or commercial parcels in the City's service area.

Persons wishing to protest must submit (in-person or by mail) such protests to the City Clerk at 14717 Burin Avenue, Lawndale, California 90260 before the public hearing or appear at the public hearing and submit their written protests at the hearing.

Any additional information on the proposed fee structure may be obtained from the City's Public Works Department at 310-973-3260 or 4722 Manhattan Beach Boulevard, Lawndale, California. Additional information and a copy of this Notice is also available on the City of Lawndale website at www.lawndalecity.org.

If you challenge this proposal in court, you may be limited to raising only those issues you, or someone else raised at the public hearing described in this Public Hearing Notice, or in written correspondence delivered to the City Clerk at, or prior to the Public Hearing.

DATED: This 26th day of September, 2019



Marla L. Pendleton, CPA, Director of Finance

EXHIBIT A
SOLID WASTE RESIDENTIAL AND COMMERCIAL RATES^{(1) (2)}

RESIDENTIAL MONTHLY RATES					
Service	Proposed 2020	Estimated 2021	Estimated 2022	Estimated 2023	Estimated 2024
Standard Service					
35-Gallon Cart - Standard Service	\$ 21.20	\$ 22.26	\$ 23.37	\$ 24.54	\$ 25.77
60-Gallon Cart - Standard Service	\$ 25.20	\$ 26.46	\$ 27.78	\$ 29.17	\$ 30.63
90-Gallon Cart - Standard Service	\$ 29.20	\$ 30.66	\$ 32.19	\$ 33.80	\$ 35.49
Additional Refuse Cart - above one					
35-Gallon Cart	\$ 4.64	\$ 4.87	\$ 5.11	\$ 5.37	\$ 5.64
60-Gallon Cart	\$ 6.98	\$ 7.33	\$ 7.70	\$ 8.09	\$ 8.49
90-Gallon Cart	\$ 9.30	\$ 9.77	\$ 10.26	\$ 10.77	\$ 11.31
Additional Recycling Cart - above two					
35-Gallon Cart	\$ 2.34	\$ 2.46	\$ 2.58	\$ 2.71	\$ 2.85
60-Gallon Cart	\$ 2.34	\$ 2.46	\$ 2.58	\$ 2.71	\$ 2.85
90-Gallon Cart	\$ 2.34	\$ 2.46	\$ 2.58	\$ 2.71	\$ 2.85
Additional Organics Materials Cart - above one					
35-Gallon Cart	\$ 2.34	\$ 2.46	\$ 2.58	\$ 2.71	\$ 2.85
60-Gallon Cart	\$ 2.34	\$ 2.46	\$ 2.58	\$ 2.71	\$ 2.85
90-Gallon Cart	\$ 2.34	\$ 2.46	\$ 2.58	\$ 2.71	\$ 2.85
Seniors (65 years of age and older whom are considered head of household)					
35-Gallon Cart - Standard Service	\$ 18.02	\$ 18.92	\$ 19.87	\$ 20.86	\$ 21.90
60-Gallon Cart - Standard Service	\$ 21.42	\$ 22.49	\$ 23.61	\$ 24.79	\$ 26.03
90-Gallon Cart - Standard Service	\$ 24.82	\$ 26.06	\$ 27.36	\$ 28.73	\$ 30.17
Additional Refuse Cart - above one					
35-Gallon Cart	\$ 3.94	\$ 4.14	\$ 4.35	\$ 4.57	\$ 4.80
60-Gallon Cart	\$ 5.93	\$ 6.23	\$ 6.54	\$ 6.87	\$ 7.21
90-Gallon Cart	\$ 7.91	\$ 8.31	\$ 8.73	\$ 9.17	\$ 9.63
Additional Recycling Cart - above two					
35-Gallon Cart	\$ 1.99	\$ 2.09	\$ 2.19	\$ 2.30	\$ 2.42
60-Gallon Cart	\$ 1.99	\$ 2.09	\$ 2.19	\$ 2.30	\$ 2.42
90-Gallon Cart	\$ 1.99	\$ 2.09	\$ 2.19	\$ 2.30	\$ 2.42
Additional Organics Materials Cart - above one					
35-Gallon Cart	\$ 1.99	\$ 2.09	\$ 2.19	\$ 2.30	\$ 2.42
60-Gallon Cart	\$ 1.99	\$ 2.09	\$ 2.19	\$ 2.30	\$ 2.42
90-Gallon Cart	\$ 1.99	\$ 2.09	\$ 2.19	\$ 2.30	\$ 2.42
Additional Charges					
Additional Overage Pickup - Per Pickup (in excess of 2 per year)	\$ 5.80	\$ 6.09	\$ 6.39	\$ 6.71	\$ 7.05
Single-Family: Additional Bulky Item Pickup - Per Item (in excess of 6 pickups per year)	\$ 23.26	\$ 24.42	\$ 25.64	\$ 26.92	\$ 28.27
Multi-Family: Additional Bulky Item Pickup - Per Item (in excess of 6 pickups per year)	\$ 23.26	\$ 24.42	\$ 25.64	\$ 26.92	\$ 28.27
Cart Exchange - Per Request	\$ 17.42	\$ 18.29	\$ 19.20	\$ 20.16	\$ 21.17
Re-Start Fee - Per Re-Start (for service discontinued due to non-payment)	\$ 17.42	\$ 18.29	\$ 19.20	\$ 20.16	\$ 21.17
Landscaper Yard Waste Disposal - Rate per ton at American Waste Transfer Station	\$ 65.00	\$ 68.25	\$ 71.66	\$ 75.24	\$ 79.00

(1) Rate increases exceeding the above estimate for years 2021 through 2024 will require a new majority protest hearing process pursuant to California Proposition 218, Cal. Const. Article XIII D, Section 6(a). Otherwise, annual adjustments shall be based on the actual CPI-U, as defined by the CPI-U Index cited in this Notice. Thus, actual rates may be lower than the above estimate without requiring an additional protest hearing.

(2) Not all rates identified above constitute "property-related fees" subject to the majority protest process under Proposition 218. The City has nonetheless provided a full schedule of all fees in furtherance of public transparency.

EXHIBIT A
SOLID WASTE RESIDENTIAL AND COMMERCIAL RATES^{(1) (2)}

COMMERCIAL/MULTI-FAMILY MONTHLY REFUSE BIN RATES (INCLUDES RECYCLING AND ORGANICS)					
Service	Proposed 2020	Estimated 2021	Estimated 2022	Estimated 2023	Estimated 2024
96-gallon					
1 day per week	\$ 94.57	\$ 99.30	\$ 104.27	\$ 109.48	\$ 114.95
2 days per week	\$ 170.24	\$ 178.75	\$ 187.69	\$ 197.07	\$ 206.92
3 days per week	\$ 246.85	\$ 259.19	\$ 272.15	\$ 285.76	\$ 300.05
4 days per week	\$ 321.57	\$ 337.65	\$ 354.53	\$ 372.26	\$ 390.87
5 days per week	\$ 397.21	\$ 417.07	\$ 437.92	\$ 459.82	\$ 482.81
6 days per week	\$ 476.65	\$ 500.48	\$ 525.50	\$ 551.78	\$ 579.37
Extra pickup	\$ 32.96	\$ 34.61	\$ 36.34	\$ 38.16	\$ 40.07
1 cubic yard					
1 day per week	\$ 139.08	\$ 146.03	\$ 153.33	\$ 161.00	\$ 169.05
2 days per week	\$ 250.35	\$ 262.87	\$ 276.01	\$ 289.81	\$ 304.30
3 days per week	\$ 363.01	\$ 381.16	\$ 400.22	\$ 420.23	\$ 441.24
4 days per week	\$ 472.90	\$ 496.55	\$ 521.38	\$ 547.45	\$ 574.82
5 days per week	\$ 584.13	\$ 613.34	\$ 644.01	\$ 676.21	\$ 710.02
6 days per week	\$ 700.96	\$ 736.01	\$ 772.81	\$ 811.45	\$ 852.02
Extra pickup	\$ 41.76	\$ 43.85	\$ 46.04	\$ 48.34	\$ 50.76
1.5 cubic yard					
1 day per week	\$ 148.20	\$ 155.61	\$ 163.39	\$ 171.56	\$ 180.14
2 days per week	\$ 266.70	\$ 280.04	\$ 294.04	\$ 308.74	\$ 324.18
3 days per week	\$ 386.73	\$ 406.07	\$ 426.37	\$ 447.69	\$ 470.07
4 days per week	\$ 503.74	\$ 528.93	\$ 555.38	\$ 583.15	\$ 612.31
5 days per week	\$ 622.33	\$ 653.45	\$ 686.12	\$ 720.43	\$ 756.45
6 days per week	\$ 746.77	\$ 784.11	\$ 823.32	\$ 864.49	\$ 907.71
Extra pickup	\$ 43.41	\$ 45.58	\$ 47.86	\$ 50.25	\$ 52.76
2 cubic yard					
1 day per week	\$ 173.86	\$ 182.55	\$ 191.68	\$ 201.26	\$ 211.32
2 days per week	\$ 312.94	\$ 328.59	\$ 345.02	\$ 362.27	\$ 380.38
3 days per week	\$ 453.76	\$ 476.45	\$ 500.27	\$ 525.28	\$ 551.54
4 days per week	\$ 591.07	\$ 620.62	\$ 651.65	\$ 684.23	\$ 718.44
5 days per week	\$ 730.15	\$ 766.66	\$ 804.99	\$ 845.24	\$ 887.50
6 days per week	\$ 876.23	\$ 920.04	\$ 966.04	\$ 1,014.34	\$ 1,065.06
Extra pickup	\$ 45.04	\$ 47.29	\$ 49.65	\$ 52.13	\$ 54.74
3 cubic yard					
1 day per week	\$ 206.25	\$ 216.56	\$ 227.39	\$ 238.76	\$ 250.70
2 days per week	\$ 371.26	\$ 389.82	\$ 409.31	\$ 429.78	\$ 451.27
3 days per week	\$ 538.31	\$ 565.23	\$ 593.49	\$ 623.16	\$ 654.32
4 days per week	\$ 701.27	\$ 736.33	\$ 773.15	\$ 811.81	\$ 852.40
5 days per week	\$ 866.23	\$ 909.54	\$ 955.02	\$ 1,002.77	\$ 1,052.91
6 days per week	\$ 1,039.49	\$ 1,091.46	\$ 1,146.03	\$ 1,203.33	\$ 1,263.50
Extra pickup	\$ 48.35	\$ 50.77	\$ 53.31	\$ 55.98	\$ 58.78
3 cubic yard with compactor					
1 day per week	\$ 414.84	\$ 435.58	\$ 457.36	\$ 480.23	\$ 504.24
2 days per week	\$ 746.77	\$ 784.11	\$ 823.32	\$ 864.49	\$ 907.71
3 days per week	\$ 1,082.80	\$ 1,136.94	\$ 1,193.79	\$ 1,253.48	\$ 1,316.15
4 days per week	\$ 1,410.57	\$ 1,481.10	\$ 1,555.16	\$ 1,632.92	\$ 1,714.57
5 days per week	\$ 1,742.46	\$ 1,829.58	\$ 1,921.06	\$ 2,017.11	\$ 2,117.97
6 days per week	\$ 2,091.00	\$ 2,195.55	\$ 2,305.33	\$ 2,420.60	\$ 2,541.63
Extra pickup	\$ 75.00	\$ 78.75	\$ 82.69	\$ 86.82	\$ 91.16

(1) Rate increases exceeding the above estimate for years 2021 through 2024 will require a new majority protest hearing process pursuant to California Proposition 218, Cal. Const. Article XIII D, Section 6(a). Otherwise, annual adjustments shall be based on the actual CPI-U, as defined by the CPI-U Index cited in this Notice. Thus, actual rates may be lower than the above estimate without requiring an additional protest hearing.

(2) Not all rates identified above constitute "property-related fees" subject to the majority protest process under Proposition 218. The City has nonetheless provided a full schedule of all fees in furtherance of public transparency.

EXHIBIT A
SOLID WASTE RESIDENTIAL AND COMMERCIAL RATES^{(1) (2)}

COMMERCIAL/MULTI-FAMILY MONTHLY REFUSE BIN RATES (INCLUDES RECYCLING AND ORGANICS)					
Service	Proposed 2020	Estimated 2021	Estimated 2022	Estimated 2023	Estimated 2024
4 cubic yard					
1 day per week	\$ 256.02	\$ 268.82	\$ 282.26	\$ 296.37	\$ 311.19
2 days per week	\$ 460.84	\$ 483.88	\$ 508.07	\$ 533.47	\$ 560.14
3 days per week	\$ 668.25	\$ 701.66	\$ 736.74	\$ 773.58	\$ 812.26
4 days per week	\$ 870.52	\$ 914.05	\$ 959.75	\$ 1,007.74	\$ 1,058.13
5 days per week	\$ 1,075.33	\$ 1,129.10	\$ 1,185.56	\$ 1,244.84	\$ 1,307.08
6 days per week	\$ 1,290.39	\$ 1,354.91	\$ 1,422.66	\$ 1,493.79	\$ 1,568.48
Extra pickup	\$ 51.64	\$ 54.22	\$ 56.93	\$ 59.78	\$ 62.77
4 cubic yard with compactor					
1 day per week	\$ 474.13	\$ 497.84	\$ 522.73	\$ 548.87	\$ 576.31
2 days per week	\$ 853.45	\$ 896.12	\$ 940.93	\$ 987.98	\$ 1,037.38
3 days per week	\$ 1,237.51	\$ 1,299.39	\$ 1,364.36	\$ 1,432.58	\$ 1,504.21
4 days per week	\$ 1,612.05	\$ 1,692.65	\$ 1,777.28	\$ 1,866.14	\$ 1,959.45
5 days per week	\$ 1,991.39	\$ 2,090.96	\$ 2,195.51	\$ 2,305.29	\$ 2,420.55
6 days per week	\$ 2,389.63	\$ 2,509.11	\$ 2,634.57	\$ 2,766.30	\$ 2,904.62
Extra pickup	\$ 84.89	\$ 89.13	\$ 93.59	\$ 98.27	\$ 103.18
6 cubic yard					
1 day per week	\$ 289.21	\$ 303.67	\$ 318.85	\$ 334.79	\$ 351.53
2 days per week	\$ 520.58	\$ 546.61	\$ 573.94	\$ 602.64	\$ 632.77
3 days per week	\$ 754.85	\$ 792.59	\$ 832.22	\$ 873.83	\$ 917.52
4 days per week	\$ 983.37	\$ 1,032.54	\$ 1,084.17	\$ 1,138.38	\$ 1,195.30
5 days per week	\$ 1,214.73	\$ 1,275.47	\$ 1,339.24	\$ 1,406.20	\$ 1,476.51
6 days per week	\$ 1,457.67	\$ 1,530.55	\$ 1,607.08	\$ 1,687.43	\$ 1,771.80
Extra pickup	\$ 58.26	\$ 61.17	\$ 64.23	\$ 67.44	\$ 70.81

TEMPORARY BIN MONTHLY CHARGES (INCLUDING DISPOSAL AND DELIVERY)					
Service	Proposed 2020	Estimated 2021	Estimated 2022	Estimated 2023	Estimated 2024
3 cubic yard temporary bin - first empty	\$ 258.32	\$ 271.24	\$ 284.80	\$ 299.04	\$ 313.99
3 cubic yard temporary bin - add'l empties	\$ 206.25	\$ 216.56	\$ 227.39	\$ 238.76	\$ 250.70

ROLL-OFF BOX MONTHLY CHARGES					
Service	Proposed 2020	Estimated 2021	Estimated 2022	Estimated 2023	Estimated 2024
Standard Roll-Off Box - Rate per pull (including container rental and disposal)					
Refuse-Any Size	\$ 518.03	\$ 543.93	\$ 571.13	\$ 599.69	\$ 629.67
Recycling	\$ 494.46	\$ 519.18	\$ 545.14	\$ 572.40	\$ 601.02
Low Boy	\$ 518.03	\$ 543.93	\$ 571.13	\$ 599.69	\$ 629.67
Compactor Roll-Off Box - Rate per pull (excluding compactor rental)					
Refuse - Any Size	150% of Standard Rate				
Use in Excess of 7 days (per day charge)	\$ 10.99	\$ 11.54	\$ 12.12	\$ 12.73	\$ 13.37
Overweight charge (per ton over 10 tons)	Additional 50% Above Actual Disposal Rate				
Roll-off box cleaning (above one per year)	\$ 109.90	\$ 115.40	\$ 121.17	\$ 127.23	\$ 133.59
Redelivery/return trip fee	\$ 54.96	\$ 57.71	\$ 60.60	\$ 63.63	\$ 66.81

(1) Rate increases exceeding the above estimate for years 2021 through 2024 will require a new majority protest hearing process pursuant to California Proposition 218, Cal. Const. Article XIII D, Section 6(a). Otherwise, annual adjustments shall be based on the actual CPI-U, as defined by the CPI-U Index cited in this Notice. Thus, actual rates may be lower than the above estimate without requiring an additional protest hearing.

(2) Not all rates identified above constitute "property-related fees" subject to the majority protest process under Proposition 218. The City has nonetheless provided a full schedule of all fees in furtherance of public transparency.

EXHIBIT A
SOLID WASTE RESIDENTIAL AND COMMERCIAL RATES^{(1) (2)}

OTHER BIN SERVICE RATES - PER MONTH					
Service	Proposed 2020	Estimated 2021	Estimated 2022	Estimated 2023	Estimated 2024
Locking bin service - per bin					
1 day per week	\$ 10.79	\$ 11.33	\$ 11.90	\$ 12.50	\$ 13.13
2 days per week	\$ 21.62	\$ 22.70	\$ 23.84	\$ 25.03	\$ 26.28
3 days per week	\$ 32.43	\$ 34.05	\$ 35.75	\$ 37.54	\$ 39.42
4 days per week	\$ 43.20	\$ 45.36	\$ 47.63	\$ 50.01	\$ 52.51
5 days per week	\$ 54.02	\$ 56.72	\$ 59.56	\$ 62.54	\$ 65.67
6 days per week	\$ 64.84	\$ 68.08	\$ 71.48	\$ 75.05	\$ 78.80

ADDITIONAL SERVICE CHARGES - RATE PER SERVICE					
Service	Proposed 2020	Estimated 2021	Estimated 2022	Estimated 2023	Estimated 2024
Bin cleaning	\$ 51.29	\$ 53.85	\$ 56.54	\$ 59.37	\$ 62.34
Bin overage fee (following one written warning)	\$ 39.88	\$ 41.87	\$ 43.96	\$ 46.16	\$ 48.47
Return trip fee	\$ 39.88	\$ 41.87	\$ 43.96	\$ 46.16	\$ 48.47
Special cleanup events - Above 96 1-hr events/yr	\$ 159.44	\$ 167.41	\$ 175.78	\$ 184.57	\$ 193.80
Emergency service rates	\$ 183.72	\$ 192.91	\$ 202.56	\$ 212.69	\$ 223.32
Commercial re-start fee	\$ 17.42	\$ 18.29	\$ 19.20	\$ 20.16	\$ 21.17
Insufficient funds fee for returned checks	\$ 35.00	\$ 36.75	\$ 38.59	\$ 40.52	\$ 42.55
Commercial bulky item fee	\$ 23.26	\$ 24.42	\$ 25.64	\$ 26.92	\$ 28.27

- (1) Rate increases exceeding the above estimate for years 2021 through 2024 will require a new majority protest hearing process pursuant to California Proposition 218, Cal. Const. Article XIII D, Section 6(a). Otherwise, annual adjustments shall be based on the actual CPI-U, as defined by the CPI-U Index cited in this Notice. Thus, actual rates may be lower than the above estimate without requiring an additional protest hearing.
- (2) Not all rates identified above constitute “property-related fees” subject to the majority protest process under Proposition 218. The City has nonetheless provided a full schedule of all fees in furtherance of public transparency.

Postage Statement - USPS Marketing Mail

Permit Holder Name, Address, Email, Telephone Signature Graphics Alen Zak 525 E Manchester Blvd Los Angeles, CA 90301-1907 signaturemailing@yahoo.com 310-412-1133	Mailing Agent (if other than permit holder) Name, Address, Telephone	Mail Owner (if other than permit holder) Name, Address Consolidated Disposal Service Jespers Kennetha & Min Wang 12949 Telegraph Rd San Fe Springs, CA 90670-4049 KJespers@republicservices.com
CAPS Cust. Ref. No. _____ CRID <u>2906491</u>	CRID _____	CRID <u>3973845</u>

Post Office of Mailing Los Angeles, CA 90062-9888	Mailer's Mailing Date Oct 02, 2019	Federal Agency Cost Code	Statement Seq. No. 081918	For Automation Pieces, Enter Date of Address Matching and Coding 09/30/2019	No. & Type of Containers _____ 0 Sacks _____ 4 1 ft. Letter Trays _____ 23 2 ft. Letter Trays _____ 0 EMM Letter Trays _____ 0 Flat Trays _____ 0 Pallets _____ 0 Other
Type of Postage <input checked="" type="checkbox"/> Permit Imprint <input type="checkbox"/> Precanceled Stamps <input type="checkbox"/> Metered	Processing Category <input checked="" type="checkbox"/> Letters <input type="checkbox"/> Flats <input type="checkbox"/> Marketing Parcels	<input type="checkbox"/> Parcels-Machinable <input type="checkbox"/> Parcels-Irregular <input type="checkbox"/> CMM <input type="checkbox"/> Catalogs	Total # of Pieces in Mailing 4,630	SSF Transaction #	
For Mail Enclosed within Another Class <input type="checkbox"/> Bound Printed Matter <input type="checkbox"/> Library Mail <input type="checkbox"/> Periodicals <input type="checkbox"/> Media Mail	Move Update Method: <input type="checkbox"/> Ancillary Service Endorsement <input checked="" type="checkbox"/> NCOA Link <input type="checkbox"/> ACS	<input type="checkbox"/> Alternative Method <input type="checkbox"/> Multiple <input type="checkbox"/> OneCode ACS n/a Alternative Address Format	Total Weight 202.7502	Permit # 1522	
Combined Mailing <input type="checkbox"/> Mixed Class <input type="checkbox"/> Single Class		<input type="checkbox"/> Letter-size or flat mailpiece contains DVD/CD or other disk.	Weight of a Single Piece 0.0438 pounds	<input type="checkbox"/> Mailpiece is a product sample _____ % Samples	
		This is a Political Campaign Mailing <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	This is Official Election Mail <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		

Parts Completed (Select all that apply): <input checked="" type="checkbox"/> A <input checked="" type="checkbox"/> B <input type="checkbox"/> C <input type="checkbox"/> D <input type="checkbox"/> E <input type="checkbox"/> F <input type="checkbox"/> G <input type="checkbox"/> H <input type="checkbox"/> L <input type="checkbox"/> S <input type="checkbox"/> NSA		
1	Subtotal Postage (Add parts totals)	\$1,347.33
2	Price at Which Postage Affixed (Check one): <input type="checkbox"/> Correct <input type="checkbox"/> Lowest <input type="checkbox"/> Neither Complete if mailing includes pieces bearing metered PC Postage or precanceled stamps	pcs. x \$ _____ = Postage Affixed -
3	Incentive/Discount Flat Dollar Amount	-
4	Fee Flat Dollar Amount	+
5	Net Postage Due (Line 1 +/- Lines 2, 3, 4)	\$1,347.33

Additional Postage Payment (State reason)	
For postage affixed, add additional payment to net postage due for permit imprint add additional payment to total postage.	Total Adjusted Postage Affixed
Postmaster: Report Total Postage in AIC 130 (Permit Imprint Only, Excluding Simplified Addressing (EDDM))	Total Adjusted Postage Permit Imprint
Postmaster: Report Total Postage in AIC 208 (Simplified Addressing (EDDM), Permit Imprint Only)	Total Adjusted Postage Simplified Addressing (EDDM)

Incentive/Discount Claimed: _____ Type of Fee: _____

The mailer's signature certifies acceptance of liability for and agreement to pay any revenue deficiencies assessed on this mailing, subject to appeal. If an agent signs this form, the agent certifies that he or she is authorized to sign on behalf of the mailer and that the mailer is bound by the certification and agrees to pay any deficiencies. In addition, agents may be liable for any deficiencies resulting from matters within their responsibility, knowledge, or control. The mailer hereby certifies that all information furnished on this form is accurate, truthful, and complete; that the mail and the supporting documentation comply with all postal standards and the mailing qualifies for the prices and fees claimed; and that the mailing does not contain any matter prohibited by law or postal regulation. I understand that anyone who furnishes false or misleading information on this form or who omits information requested on this form may be subject to criminal and/or civil penalties, including fines and imprisonment.

Privacy Notice: For information regarding our Privacy Policy visit www.usps.com.

Signature of Mailer or Agent	Printed Name of Mailer or Agent Signing Form Alen Zak	Telephone 310-412-1133
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USPS Use Only	Weight of a Single Piece _____ pounds	Total Weight	Are postage figures at left adjusted from mailer's entries? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, reason:	Round Stamp (Required) Payment Date	
	Total Pieces	Total Postage			
	Presort Verification Performed? (If required) <input type="checkbox"/> Yes <input type="checkbox"/> No		Date Mailer Notified		Contact
	I CERTIFY that this mailing has been inspected for each item below if required: (1) eligibility for postage prices claimed; (2) proper preparation (and presort where required); (3) proper completion of postage statement; (4) payment of annual fee; and (5) sufficient funds on deposit (if required)		By (Initials)		Time AM PM
	USPS Employee's Signature		Print USPS Employee's Name		

RESOLUTION NO. CC-1911-055

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF LAWDALE, CALIFORNIA
APPROVING THE RESIDENTIAL AND COMMERCIAL/MULTIFAMILY
SOLID WASTE DISPOSAL AND RECYCLING RATES
EFFECTIVE JANUARY 1, 2020**

WHEREAS, Public Resources Code Section 40059 authorizes the City of Lawndale (the "City") to enter into franchises and provide for solid waste disposal and recycling services in the City; and

WHEREAS, the City and Consolidated Disposal Services, LLC (Republic Services) entered into an Agreement for Integrated Solid Waste Management Services, dated August 19, 2019 ("Agreement"), pursuant to which Republic Services provides exclusive solid waste disposal and recycling services to residential and commercial properties in the City with the rates for such services to be paid by customers or residents of each property; and

WHEREAS, in accordance with State law, the City wishes to authorize estimated rate increases for solid waste collection services for a four-year (4-year) period commencing January 1, 2021 through December 31, 2024, which must not exceed the rate adjustment calculated by employing the rate adjustment methodology specified in the Franchise Agreement for each respective rate year; and

WHEREAS, on October 2, 2020, Republic Services mailed to the record owners of each identified parcel upon, notices of a public hearing to consider the new rates for commercial/multifamily and residential services to be held on November 18, 2019; and

WHEREAS, said notices described the proposed rates, the basis for these rates and other items as may be required by Article XIID of the California Constitution ("Proposition 218") and said rates are in accordance with Proposition 26; and

WHEREAS, at the public hearing on November 18, 2019, the City Council duly considered the rates described on Exhibit A attached hereto and by this reference incorporated herein; and

WHEREAS, after conducting a properly noticed public hearing and considering all evidence and testimony presented, the City Council now desires to approve the proposed increased rates for commercial/multifamily and residential solid waste disposal and recycling as described on Exhibit A effective as of January 1, 2020.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LAWDALE, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. That the foregoing recitals are true, correct, and incorporated herein by reference.

SECTION 2. That the Residential and the Commercial/Multifamily Solid Waste Disposal and Recycling Rates shown on Exhibit A, attached hereto, are hereby adopted and shall commence and be effective for services provided as of January 1, 2020.

SECTION 3. That the City Council has taken a count of protests received, if any, and there is no majority protest to the proposed rates. Therefore, based on the information considered herewith and with the Agreement that, in accordance with Proposition 218 and Proposition 26:

- (a) All notices, mailings and the hearings have taken place in accordance with the law;
- (b) Portions of revenues derived from the fee or charge and subject to Proposition 218 do not exceed the funds required to provide the property related service; and (2) are not to be used for any purpose other than that for which the fee or charge is imposed;
- (c) The amount of a fee or charge subject to Proposition 218 imposed upon any parcel or person as an incident of property ownership does not exceed the proportional cost of the service attributable to the parcel;
- (d) All services are immediately available to commercial/multifamily and residential customers and property owners; and
- (e) The service is a property-related service available specifically to property owners and is not a general government service available in substantially the same manner to the public at large.

SECTION 4. That this resolution shall take effect immediately upon adoption. The proposed rates will take effect 30 days after adoption of this Resolution.

PASSED, APPROVED AND ADOPTED this 18th day of November, 2019.

Robert Pullen-Miles, Mayor

ATTEST:

State of California)
County of Los Angeles) SS
City of Lawndale)

I, Rhonda Hofmann Gorman, City Clerk of the City of Lawndale, California, do hereby certify that the City Council of the City of Lawndale duly approved and adopted the foregoing Resolution No. CC-1911-055 at a regular meeting of said Council held on the 18th day of November, 2019, by the following roll call vote:

Name	Voting		Present, Not Voting		Absent
	Aye	No	Abstain	Not Participating	
Robert Pullen-Miles, Mayor					
James H. Osborne, Mayor Pro Tem					
Pat Kearney					
Daniel Reid					
Bernadette Suarez					

Rhonda Hofmann Gorman, City Clerk

APPROVED AS TO FORM:

Tiffany J. Israel, City Attorney

EXHIBIT A

RESIDENTIAL MONTHLY RATES					
Service	Proposed 2020	Estimated 2021	Estimated 2022	Estimated 2023	Estimated 2024
Standard Service					
35-Gallon Cart - Standard Service	\$ 21.20	\$ 22.26	\$ 23.37	\$ 24.54	\$ 25.77
60-Gallon Cart - Standard Service	\$ 25.20	\$ 26.46	\$ 27.78	\$ 29.17	\$ 30.63
90-Gallon Cart - Standard Service	\$ 29.20	\$ 30.66	\$ 32.19	\$ 33.80	\$ 35.49
Additional Refuse Cart - above one					
35-Gallon Cart	\$ 4.64	\$ 4.87	\$ 5.11	\$ 5.37	\$ 5.64
60-Gallon Cart	\$ 6.98	\$ 7.33	\$ 7.70	\$ 8.09	\$ 8.49
90-Gallon Cart	\$ 9.30	\$ 9.77	\$ 10.26	\$ 10.77	\$ 11.31
Additional Recycling Cart - above two					
35-Gallon Cart	\$ 2.34	\$ 2.46	\$ 2.58	\$ 2.71	\$ 2.85
60-Gallon Cart	\$ 2.34	\$ 2.46	\$ 2.58	\$ 2.71	\$ 2.85
90-Gallon Cart	\$ 2.34	\$ 2.46	\$ 2.58	\$ 2.71	\$ 2.85
Additional Organics Materials Cart - above one					
35-Gallon Cart	\$ 2.34	\$ 2.46	\$ 2.58	\$ 2.71	\$ 2.85
60-Gallon Cart	\$ 2.34	\$ 2.46	\$ 2.58	\$ 2.71	\$ 2.85
90-Gallon Cart	\$ 2.34	\$ 2.46	\$ 2.58	\$ 2.71	\$ 2.85
Seniors (65 years of age and older whom are considered head of household)					
35-Gallon Cart - Standard Service	\$ 18.02	\$ 18.92	\$ 19.87	\$ 20.86	\$ 21.90
60-Gallon Cart - Standard Service	\$ 21.42	\$ 22.49	\$ 23.61	\$ 24.79	\$ 26.03
90-Gallon Cart - Standard Service	\$ 24.82	\$ 26.06	\$ 27.36	\$ 28.73	\$ 30.17
Additional Refuse Cart - above one					
35-Gallon Cart	\$ 3.94	\$ 4.14	\$ 4.35	\$ 4.57	\$ 4.80
60-Gallon Cart	\$ 5.93	\$ 6.23	\$ 6.54	\$ 6.87	\$ 7.21
90-Gallon Cart	\$ 7.91	\$ 8.31	\$ 8.73	\$ 9.17	\$ 9.63
Additional Recycling Cart - above two					
35-Gallon Cart	\$ 1.99	\$ 2.09	\$ 2.19	\$ 2.30	\$ 2.42
60-Gallon Cart	\$ 1.99	\$ 2.09	\$ 2.19	\$ 2.30	\$ 2.42
90-Gallon Cart	\$ 1.99	\$ 2.09	\$ 2.19	\$ 2.30	\$ 2.42
Additional Organics Materials Cart - above one					
35-Gallon Cart	\$ 1.99	\$ 2.09	\$ 2.19	\$ 2.30	\$ 2.42
60-Gallon Cart	\$ 1.99	\$ 2.09	\$ 2.19	\$ 2.30	\$ 2.42
90-Gallon Cart	\$ 1.99	\$ 2.09	\$ 2.19	\$ 2.30	\$ 2.42
Additional Charges					
Additional Overage Pickup - Per Pickup (in excess of 2 per year)	\$ 5.80	\$ 6.09	\$ 6.39	\$ 6.71	\$ 7.05
Single-Family: Additional Bulky Item Pickup - Per Item (in excess of 6 pickups per year)	\$ 23.26	\$ 24.42	\$ 25.64	\$ 26.92	\$ 28.27
Multi-Family: Additional Bulky Item Pickup - Per Item (in excess of 6 pickups per year)	\$ 23.26	\$ 24.42	\$ 25.64	\$ 26.92	\$ 28.27
Cart Exchange - Per Request	\$ 17.42	\$ 18.29	\$ 19.20	\$ 20.16	\$ 21.17
Re-Start Fee - Per Re-Start (for service discontinued due to non-payment)	\$ 17.42	\$ 18.29	\$ 19.20	\$ 20.16	\$ 21.17
Landscaper Yard Waste Disposal - Rate per ton at American Waste Transfer Station	\$ 65.00	\$ 68.25	\$ 71.66	\$ 75.24	\$ 79.00

EXHIBIT A

COMMERCIAL/MULTI-FAMILY MONTHLY REFUSE BIN RATES (INCLUDES RECYCLING AND ORGANICS)					
Service	Proposed 2020	Estimated 2021	Estimated 2022	Estimated 2023	Estimated 2024
96-gallon					
1 day per week	\$ 94.57	\$ 99.30	\$ 104.27	\$ 109.48	\$ 114.95
2 days per week	\$ 170.24	\$ 178.75	\$ 187.69	\$ 197.07	\$ 206.92
3 days per week	\$ 246.85	\$ 259.19	\$ 272.15	\$ 285.76	\$ 300.05
4 days per week	\$ 321.57	\$ 337.65	\$ 354.53	\$ 372.26	\$ 390.87
5 days per week	\$ 397.21	\$ 417.07	\$ 437.92	\$ 459.82	\$ 482.81
6 days per week	\$ 476.65	\$ 500.48	\$ 525.50	\$ 551.78	\$ 579.37
Extra pickup	\$ 32.96	\$ 34.61	\$ 36.34	\$ 38.16	\$ 40.07
1 cubic yard					
1 day per week	\$ 139.08	\$ 146.03	\$ 153.33	\$ 161.00	\$ 169.05
2 days per week	\$ 250.35	\$ 262.87	\$ 276.01	\$ 289.81	\$ 304.30
3 days per week	\$ 363.01	\$ 381.16	\$ 400.22	\$ 420.23	\$ 441.24
4 days per week	\$ 472.90	\$ 496.55	\$ 521.38	\$ 547.45	\$ 574.82
5 days per week	\$ 584.13	\$ 613.34	\$ 644.01	\$ 676.21	\$ 710.02
6 days per week	\$ 700.96	\$ 736.01	\$ 772.81	\$ 811.45	\$ 852.02
Extra pickup	\$ 41.76	\$ 43.85	\$ 46.04	\$ 48.34	\$ 50.76
1.5 cubic yard					
1 day per week	\$ 148.20	\$ 155.61	\$ 163.39	\$ 171.56	\$ 180.14
2 days per week	\$ 266.70	\$ 280.04	\$ 294.04	\$ 308.74	\$ 324.18
3 days per week	\$ 386.73	\$ 406.07	\$ 426.37	\$ 447.69	\$ 470.07
4 days per week	\$ 503.74	\$ 528.93	\$ 555.38	\$ 583.15	\$ 612.31
5 days per week	\$ 622.33	\$ 653.45	\$ 686.12	\$ 720.43	\$ 756.45
6 days per week	\$ 746.77	\$ 784.11	\$ 823.32	\$ 864.49	\$ 907.71
Extra pickup	\$ 43.41	\$ 45.58	\$ 47.86	\$ 50.25	\$ 52.76
2 cubic yard					
1 day per week	\$ 173.86	\$ 182.55	\$ 191.68	\$ 201.26	\$ 211.32
2 days per week	\$ 312.94	\$ 328.59	\$ 345.02	\$ 362.27	\$ 380.38
3 days per week	\$ 453.76	\$ 476.45	\$ 500.27	\$ 525.28	\$ 551.54
4 days per week	\$ 591.07	\$ 620.62	\$ 651.65	\$ 684.23	\$ 718.44
5 days per week	\$ 730.15	\$ 766.66	\$ 804.99	\$ 845.24	\$ 887.50
6 days per week	\$ 876.23	\$ 920.04	\$ 966.04	\$ 1,014.34	\$ 1,065.06
Extra pickup	\$ 45.04	\$ 47.29	\$ 49.65	\$ 52.13	\$ 54.74
3 cubic yard					
1 day per week	\$ 206.25	\$ 216.56	\$ 227.39	\$ 238.76	\$ 250.70
2 days per week	\$ 371.26	\$ 389.82	\$ 409.31	\$ 429.78	\$ 451.27
3 days per week	\$ 538.31	\$ 565.23	\$ 593.49	\$ 623.16	\$ 654.32
4 days per week	\$ 701.27	\$ 736.33	\$ 773.15	\$ 811.81	\$ 852.40
5 days per week	\$ 866.23	\$ 909.54	\$ 955.02	\$ 1,002.77	\$ 1,052.91
6 days per week	\$ 1,039.49	\$ 1,091.46	\$ 1,146.03	\$ 1,203.33	\$ 1,263.50
Extra pickup	\$ 48.35	\$ 50.77	\$ 53.31	\$ 55.98	\$ 58.78
3 cubic yard with compactor					
1 day per week	\$ 414.84	\$ 435.58	\$ 457.36	\$ 480.23	\$ 504.24
2 days per week	\$ 746.77	\$ 784.11	\$ 823.32	\$ 864.49	\$ 907.71
3 days per week	\$ 1,082.80	\$ 1,136.94	\$ 1,193.79	\$ 1,253.48	\$ 1,316.15
4 days per week	\$ 1,410.57	\$ 1,481.10	\$ 1,555.16	\$ 1,632.92	\$ 1,714.57
5 days per week	\$ 1,742.46	\$ 1,829.58	\$ 1,921.06	\$ 2,017.11	\$ 2,117.97
6 days per week	\$ 2,091.00	\$ 2,195.55	\$ 2,305.33	\$ 2,420.60	\$ 2,541.63
Extra pickup	\$ 75.00	\$ 78.75	\$ 82.69	\$ 86.82	\$ 91.16

EXHIBIT A

COMMERCIAL/MULTI-FAMILY MONTHLY REFUSE BIN RATES (INCLUDES RECYCLING AND ORGANICS)					
Service	Proposed 2020	Estimated 2021	Estimated 2022	Estimated 2023	Estimated 2024
4 cubic yard					
1 day per week	\$ 256.02	\$ 268.82	\$ 282.26	\$ 296.37	\$ 311.19
2 days per week	\$ 460.84	\$ 483.88	\$ 508.07	\$ 533.47	\$ 560.14
3 days per week	\$ 668.25	\$ 701.66	\$ 736.74	\$ 773.58	\$ 812.26
4 days per week	\$ 870.52	\$ 914.05	\$ 959.75	\$ 1,007.74	\$ 1,058.13
5 days per week	\$ 1,075.33	\$ 1,129.10	\$ 1,185.56	\$ 1,244.84	\$ 1,307.08
6 days per week	\$ 1,290.39	\$ 1,354.91	\$ 1,422.66	\$ 1,493.79	\$ 1,568.48
Extra pickup	\$ 51.64	\$ 54.22	\$ 56.93	\$ 59.78	\$ 62.77
4 cubic yard with compactor					
1 day per week	\$ 474.13	\$ 497.84	\$ 522.73	\$ 548.87	\$ 576.31
2 days per week	\$ 853.45	\$ 896.12	\$ 940.93	\$ 987.98	\$ 1,037.38
3 days per week	\$ 1,237.51	\$ 1,299.39	\$ 1,364.36	\$ 1,432.58	\$ 1,504.21
4 days per week	\$ 1,612.05	\$ 1,692.65	\$ 1,777.28	\$ 1,866.14	\$ 1,959.45
5 days per week	\$ 1,991.39	\$ 2,090.96	\$ 2,195.51	\$ 2,305.29	\$ 2,420.55
6 days per week	\$ 2,389.63	\$ 2,509.11	\$ 2,634.57	\$ 2,766.30	\$ 2,904.62
Extra pickup	\$ 84.89	\$ 89.13	\$ 93.59	\$ 98.27	\$ 103.18
6 cubic yard					
1 day per week	\$ 289.21	\$ 303.67	\$ 318.85	\$ 334.79	\$ 351.53
2 days per week	\$ 520.58	\$ 546.61	\$ 573.94	\$ 602.64	\$ 632.77
3 days per week	\$ 754.85	\$ 792.59	\$ 832.22	\$ 873.83	\$ 917.52
4 days per week	\$ 983.37	\$ 1,032.54	\$ 1,084.17	\$ 1,138.38	\$ 1,195.30
5 days per week	\$ 1,214.73	\$ 1,275.47	\$ 1,339.24	\$ 1,406.20	\$ 1,476.51
6 days per week	\$ 1,457.67	\$ 1,530.55	\$ 1,607.08	\$ 1,687.43	\$ 1,771.80
Extra pickup	\$ 58.26	\$ 61.17	\$ 64.23	\$ 67.44	\$ 70.81
TEMPORARY BIN MONTHLY CHARGES (INCLUDING DISPOSAL AND DELIVERY)					
Service	Proposed 2020	Estimated 2021	Estimated 2022	Estimated 2023	Estimated 2024
3 cubic yard temporary bin - first empty	\$ 258.32	\$ 271.24	\$ 284.80	\$ 299.04	\$ 313.99
3 cubic yard temporary bin - add'l empties	\$ 206.25	\$ 216.56	\$ 227.39	\$ 238.76	\$ 250.70
ROLL-OFF BOX MONTHLY CHARGES					
Service	Proposed 2020	Estimated 2021	Estimated 2022	Estimated 2023	Estimated 2024
Standard Roll-Off Box - Rate per pull (including container rental and disposal)					
Refuse-Any Size	\$ 518.03	\$ 543.93	\$ 571.13	\$ 599.69	\$ 629.67
Recycling	\$ 494.46	\$ 519.18	\$ 545.14	\$ 572.40	\$ 601.02
Low Boy	\$ 518.03	\$ 543.93	\$ 571.13	\$ 599.69	\$ 629.67
Compactor Roll-Off Box - Rate per pull (excluding compactor rental)					
Refuse - Any Size	150% of Standard Rate				
Use in Excess of 7 days (per day charge)	\$ 10.99	\$ 11.54	\$ 12.12	\$ 12.73	\$ 13.37
Overweight charge (per ton over 10 tons)	Additional 50% Above Actual Disposal Rate				
Roll-off box cleaning (above one per year)	\$ 109.90	\$ 115.40	\$ 121.17	\$ 127.23	\$ 133.59
Redelivery/return trip fee	\$ 54.96	\$ 57.71	\$ 60.60	\$ 63.63	\$ 66.81

EXHIBIT A

OTHER BIN SERVICE RATES - PER MONTH					
Service	Proposed 2020	Estimated 2021	Estimated 2022	Estimated 2023	Estimated 2024
Locking bin service - per bin					
1 day per week	\$ 10.79	\$ 11.33	\$ 11.90	\$ 12.50	\$ 13.13
2 days per week	\$ 21.62	\$ 22.70	\$ 23.84	\$ 25.03	\$ 26.28
3 days per week	\$ 32.43	\$ 34.05	\$ 35.75	\$ 37.54	\$ 39.42
4 days per week	\$ 43.20	\$ 45.36	\$ 47.63	\$ 50.01	\$ 52.51
5 days per week	\$ 54.02	\$ 56.72	\$ 59.56	\$ 62.54	\$ 65.67
6 days per week	\$ 64.84	\$ 68.08	\$ 71.48	\$ 75.05	\$ 78.80

ADDITIONAL SERVICE CHARGES - RATE PER SERVICE					
Service	Proposed 2020	Estimated 2021	Estimated 2022	Estimated 2023	Estimated 2024
Bin cleaning	\$ 51.29	\$ 53.85	\$ 56.54	\$ 59.37	\$ 62.34
Bin overage fee (following one written warning)	\$ 39.88	\$ 41.87	\$ 43.96	\$ 46.16	\$ 48.47
Return trip fee	\$ 39.88	\$ 41.87	\$ 43.96	\$ 46.16	\$ 48.47
Special cleanup events - Above 96 1-hr events/yr	\$ 159.44	\$ 167.41	\$ 175.78	\$ 184.57	\$ 193.80
Emergency service rates	\$ 183.72	\$ 192.91	\$ 202.56	\$ 212.69	\$ 223.32
Commercial re-start fee	\$ 17.42	\$ 18.29	\$ 19.20	\$ 20.16	\$ 21.17
Insufficient funds fee for returned checks	\$ 35.00	\$ 36.75	\$ 38.59	\$ 40.52	\$ 42.55
Commercial bulky item fee	\$ 23.26	\$ 24.42	\$ 25.64	\$ 26.92	\$ 28.27



CITY OF LAWDALE

14717 BURIN AVENUE, LAWDALE, CALIFORNIA 90260
PHONE (310) 973-3200 ♦ www.lawndalecity.org

DATE: November 18, 2019
TO: Honorable Mayor and City Council
FROM: Stephen N. Mandoki, Interim City Manager
PREPARED BY: Raylette Felton, Assistant to the City Manager/Human Resources Director
SUBJECT: APPOINTMENT OF KEVIN CHUN AS CITY MANAGER

BACKGROUND

Following the City Manager's announcement of his retirement, staff initiated a recruitment to fill the position. At a special City Council closed session on October 1, 2019, the City Council interviewed the top candidates for the position of City Manager. Upon completion of the selection interviews, direction was given to staff to conduct extensive background and negotiate an agreement with the selected candidate. Based on the completion of the background process, City Council has selected Kevin M. Chun to serve as the new Lawndale City Manager. Staff recommends that City Council approve the proposed City Manager Employment Agreement with Mr. Chun and appoint him as the City Manager effective December 10, 2019.

STAFF REVIEW

As follows are the main provisions of the proposed Employment Agreement with Mr. Kevin Chun:

- Start Date – term of the agreement will begin December 10, 2019.
- Compensation – salary will be set at the current schedule of \$206,264 annually.
- Car Allowance – City will provide \$300 per month for car allowance.
- Deferred Compensation - City will match voluntary contributions to an eligible 457 Deferred Compensation plan up to a maximum of \$10,000 per month.
- Severance Pay – City shall provide severance pay in a sum equal to five (5) months of base salary and flex benefit contribution.

Mr. Kevin Chun is currently the Assistant City Manager for the City of Paramount and has over twenty-five years of public sector experience, in both large and small municipalities. In particular his career has allowed him to serve as Director of Administrative Services and Deputy City Manager, overseeing City Manager's Office, Economic Development, Public Safety, Parks & Recreation, and Human Resources. Mr. Chun earned a Bachelor of Science degree in Political Science from University of California, Irvine and a Master Degree in Public Administration from University of Southern California.

LEGAL REVIEW

The City Attorney's Office prepared the Employment Agreement and approved as to form.

FISCAL IMPACT

The salary and benefit costs associated with the City Manager Employment Agreement will be covered by the funds approved in the current City Manager's Office budget for fiscal year 2019-2020 and will be incorporated into any future budgets.

RECOMMENDATION

Consider approving the proposed City Manager Employment Agreement between the City of Lawndale and Kevin M. Chun and appointing him as the City Manager effective December 10, 2019.

Attachment: Employment Agreement between the City of Lawndale and Kevin M. Chun

CITY MANAGER EMPLOYMENT AGREEMENT

BETWEEN

CITY OF LAWNSDALE & KEVIN M. CHUN

This City Manager Employment Agreement ("Agreement"), is made and entered into the 18th day of November, 2019 by and between the City of Lawndale of California, a municipal corporation ("City"), and Kevin M. Chun, an individual ("City Manager").

A G R E E M E N T

1.0 EMPLOYMENT & DUTIES

City hereby agrees to employ Kevin M. Chun as City Manager to perform the functions and duties specified in City's Municipal Code and in the Government Code of the State of California, and to perform such other legally permissible and proper duties and functions as the City Council shall, from time to time, direct or assign. The City Manager agrees to generally work the same schedule as City's Central Management Employees.

2.0 DEVOTION TO CITY BUSINESS

2.1 City Manager is an exempt employee but is expected to engage in those hours of work that are necessary to fulfill the obligations of the City Manager position. City Manager does not have set hours of work and is expected to be available at all times (except when the City Manager is on leave as a result of scheduled vacation or an extended illness).

2.2 City Manager shall not engage in any other business, duties or pursuits whatsoever, or directly render any service of a business, commercial, or professional nature to any other person or organization, whether for compensation or otherwise, without the prior written consent of the City Council. However, the expenditure of reasonable amounts of time for educational, charitable, or professional activities shall not be deemed a breach of this Agreement if those activities do not materially interfere with the services required under this Agreement, and shall not require the prior written consent of the City Council.

2.3 This Agreement shall not be interpreted to prohibit City Manager from making passive personal investments or conducting private business affairs, if those activities are not deemed to be a conflict of interest by state law, or materially interfere with the services required under this Agreement.

3.0 CITY COUNCIL COMMITMENTS

3.1 No member of the City Council will order the appointment or removal of any person to any office or employment under the supervision and control of the City Manager.

3.2 Neither the City Council nor any of its members shall interfere with the execution of the powers and duties of the City Manager, as specified in the Municipal Code or any other lawfully adopted and authorized document.

4.0 TERM

4.1 Employment Status. City Manager understands and agrees that he is an "at-will" employee serving at the pleasure of City and subject to summary dismissal without any right of notice or hearing, including any *Skelly* hearing. City may terminate the employment of City Manager at any time, with or without cause, upon an affirmative vote of three (3) members of the City Council. City Manager further understands and agrees that City Council retains the right to employ, review, and terminate, through lay-off or otherwise, all employees who are governed by City's resolution regarding Central Management Employees, as the same may be amended from time-to-time. Termination of this Agreement by the City prior to expiration of the term stated in Section 2.2 below, whether without cause or for cause, shall not be deemed a breach of this Agreement. Likewise, Employee's resignation prior to expiration of the term stated in Section 2.2 below shall not be deemed a breach of this Agreement.

4.2 Term. This Agreement shall remain in effect for a term of three (3) years, beginning on December 9, 2019 ("Effective Date") and ending on December 8, 2022. This Agreement may be terminated without cause at any time by either party, subject to the requirements of Sections 2.1, 4.0, or 14.0 of the Agreement. Agreement may be extended on or before December 8, 2022, as mutually agreed upon by City Council and City Manager.

4.3 FLSA Exempt Status. City Manager agrees that his position is that of an exempt employee for the purposes of the Fair Labor Standards Act.

5.0 SEVERANCE

5.1 Severance Pay and Benefits.

(a) Except as provided in Section 4.0, hereafter, should City elect to terminate the services of City Manager under this Agreement without cause, City shall pay to City Manager severance pay in a sum equal to (a) five (5) months ("Severance Period") base salary as defined in Section 5.0, and (b) five (5) months of the Flexible Benefit Contribution (as defined in Section 10.2) subject to the limitations imposed by Government Code Section 53261 and the California Code of Regulations (collectively, "Severance"). City Manager understands and agrees that if he separates from the City that he will be ineligible for participation in the City's benefits plans and will need to receive his benefits through COBRA.

Notwithstanding the foregoing, Government Code Section 53260 provides that all contracts of employment with a city must include a provision limiting the maximum cash settlement for the termination of the contract to the monthly salary (excluding benefits) multiplied by the number of months left on the unexpired term, but not more than 18 months if the unexpired term exceeds 18 months. Accordingly, should such proposed severance payment exceed the amount authorized to be paid under Government Code Section 53260, then the amount

paid to City Manager shall be reduced in the amount necessary to comply with such statute. For example, if termination occurs with two (2) months left in the term, severance would be equal to the monthly base salary multiplied by two (2) rather than the five (5) months provided in this Section 3.1(a).

(b) City is currently a member of the California Joint Powers Insurance Authority (hereinafter the "CJPIA") which makes available to City Manager an additional six (6) months of compensation and COBRA benefits according to the terms and conditions of the CJPIA'S Special Liability Protection Program. The terms and conditions of the CJPIA's Special Liability Protection Program ("CJPIA Program") may vary from time to time. The terms and conditions of the CJPIA Program, if any, in effect at the time of termination of City Manager's employment will govern. If, at the time of City's termination of City Manager's employment, City is no longer a member of CJPIA, this paragraph shall not apply, and the benefit, if any, available to City Manager under the CJPIA Program shall be determined at the time of City's termination of City Manager, if at all.

(c) In no event may City Manager be terminated within ninety (90) days before or after any municipal election for the selection or recall of one or more of the members of the City Council.

(d) If, during the Term or any extended Term, City Manager dies, City Manager's estate shall receive accrued salary and benefits, but shall not be entitled to any additional compensation or payment, including Severance.

(e) In the event City Manager is permanently disabled or is otherwise unable to perform his duties because of sickness, accident, injury, or mental incapacity for a period of three consecutive months beyond any provided sick leave, the City may terminate City Manager's employment and this Agreement.

5.2 Payment For Accrued Benefits. Except as provided for in Section 9.0, upon the termination of this Agreement, and the services of City Manager thereunder, City shall pay to City Manager the cash equivalent of all vacation and sick leave then accrued. Such cash equivalent shall be calculated by dividing City Manager's then-prevailing annual salary by 2080 hours and by multiplying the resulting quotient by the number of hours accrued (but unused) vacation and/or sick leave, as the case may be.

5.3 Sole Rights. The severance rights provided in this Section 3.0 shall constitute the sole and only entitlement of City Manager in the event of the termination without cause. City Manager expressly waives any and all other rights with respect to severance pay except as provided herein. Any and all severance rights are conditioned upon and in consideration for execution of the standard "Agreement of Separation, Severance, and General Release" attached hereto in form only as Exhibit "A."

6.0 TERMINATION FOR CAUSE

City may terminate this Agreement for cause at any time by providing written notice of the termination for cause and the facts and grounds constituting such cause. The term "cause" shall be defined to include any misconduct materially related to performance of official duties, including and limited to only any of the following: 1) material breach of this Agreement, 2) willful or persistent material breach of duties, 3) résumé fraud or other acts of material dishonesty, 4) unauthorized absence or leave, 5) conviction of a misdemeanor involving moral turpitude (i.e., offenses contrary to justice, honesty, or morality) or conviction of a felony under California law, where the conviction adversely affects the reputation of the City or City Manager, 6) violation of the City's anti-harassment policies and/or a finding that legally prohibited personal acts of harassment against a City official or employee or legally prohibited personal acts of discrimination against a City official or employee has occurred, 7) material violation of the City's Municipal Code, Ordinances, Rules, and Regulations, including but not limited to the City's Personnel Rules, 8) use or possession of illegal drugs, 9) engaging in conduct tending to bring embarrassment or disrepute to the City, 10) any illegal or unethical act involving personal gain, 11) a pattern of repeated, willful and intentional failure to carry out materially significant and legally constituted direction or policy decisions of the City Council, 12) gross misfeasance or gross malfeasance, 13) "abuse of office or position" as defined in Government Code §53243.4 (i.e., waste, fraud, and violation of the law under color of authority and crimes against public justice, including crimes involving bribery and corruption), and 14) any similar cause. For any of the foregoing, the City may, in its discretion, place Employee on paid or unpaid administrative leave until resolution. If the City terminates for cause this Agreement and the services of Employee hereunder, then the City shall have no obligation to pay severance.

7.0 SALARY

7.1 Annual Compensation. City agrees to pay City Manager an annual salary of Two Hundred Six Thousand Two Hundred and Sixty Four Dollars (\$206,264.00), payable in installments at the same time that the City's Central Management Employees are paid, commencing on the Effective Date of this Agreement. In addition, at all times during the term of this Agreement, the salary of City Manager shall be a minimum of five percent (5%) higher than the salary of the next highest paid position in the City, as said second highest paid position may be increased from time to time.

7.2 Annual Salary Review. City and City Manager agree to conduct a salary review, concurrent with the annual performance evaluation set forth in Section 6.1, to consider providing the City Manager with salary and benefits in addition to those amounts and types of compensation set forth herein.

7.3 Effectuating Salary Adjustment. City and City Manager agree that the affirmative vote of three (3) members of the City Council will be required to effectuate an adjustment in the salary paid to City Manager beyond those adjustments already contained herein. In addition, pursuant to Assembly Bill 1344, City and City Manager acknowledge and agree that this Agreement may not provide for an automatic renewal with an automatic

compensation increase in excess of a cost-of-living adjustment or a maximum cash settlement in excess of those limits set forth in Government Code §§ 3511.1 and 3511.2.

8.0 OTHER COMPENSATION

8.1 Vehicle Allowance. City Manager's duties require him to be available and to respond to the demands of City business at all times and outside of regular business hours, including weekends. City shall provide City Manager with a vehicle allowance in the amount of Three Hundred Dollars (\$300.00) per month.

8.2 City Cell Phone. City shall pay for the City Manager's City cellular telephone.

9.0 PERFORMANCE EVALUATION

9.1 Annual Evaluation. The City Council may undertake an annual review of the performance of City Manager utilizing a process, form, criteria, and format for the evaluation which shall be mutually agreed upon by City and City Manager. The process shall, at a minimum, include the opportunity for both parties to: (1) prepare a written evaluation, (2) meet and discuss the evaluation, and (3) present a written summary of the evaluation results. Any written evaluation should be completed and delivered to City Manager within 30 days of the evaluation meeting.

10.0 HEALTH AND WELLNESS

10.1 Medical Benefits. Medical benefits shall be under the California Public Employees' Retirement System ("CalPERS") medical program.

10.2 Flexible Benefits Plan. The City shall provide a flexible benefit plan as follows:

- (a) City Manager shall receive a Flexible Benefits Contribution per month in the amount of One Thousand Eighty Dollars and Thirty-six Cents (\$1,080.36). If City Manager does not take medical, dental, or vision insurance through the program offered by the City, City Manager must provide evidence, satisfactory to the City, that he has medical insurance coverage comparable to coverage available through the City program.
- (b) The Flexible Benefits contribution consists of discretionary allocations which may be applied to City sponsored programs. Discretionary allocations are to be made in accordance with program/City requirements including restrictions as to the time when changes may be made in allocations to the respective programs. City Manager may allocate any remaining amount of Flexible Benefit among the following City sponsored programs:

- (1) Dependent Insurance
- (2) Additional Life Insurance
- (3) Section 125 Program- Flexible Spending Account

The City shall continue to contribute the full amount of the premium in addition to the Flexible Benefits Plan as follows:

(a) The City shall contribute the full amount of the premium for City Manager for a \$100,000 term life insurance.

(b) The City shall contribute the full amount of the premium for City Manager for Long-Term Disability insurance.

(c) The City shall contribute the full amount of the premium for City Manager for an Employee Assistance Program.

10.3 Section 125 Program. The City currently provides a Section 125 program, which allows benefits to be paid from pre-tax dollars. Participation in the Section 125 Program is voluntary and such costs and may attend participation will be paid by the Employee.

11.0 RETIREMENT

11.1 PERS. The City is a contract member of the California Public Employees' Retirement System ("CalPERS"). Such membership shall be maintained and City Manager eligibility, classification, contributions, and benefits are as prescribed in the contract between the City and CalPERS heretofore approved by the City Council. The City does not elect and shall not be required to pay any part of City Manager's employee member contributions known informally as Employer Paid Member Contributions (EPMC) as allowed under Government Code Section 20691. Accordingly, City Manager shall pay the entire member contribution required under the City's benefit formula for CalPERS classic members, which is the two percent (2%) at 55 formula.

11.2 Deferred Compensation. The City shall make available to the City Manager a deferred compensation program under the International City Management Association Retirement Corporation and Public Employees Benefit Services Corporation's deferred compensation program. Said program shall be for voluntary contributions by the City Manager. The City shall match the City Manager's contribution to this deferred compensation program on a dollar per dollar basis, with a maximum City contribution per calendar year as follows: no match in 2019, a match up to \$9750 in 2020 and a match up to \$10,000 in 2021.

12.0 VACATION, ADMINISTRATIVE, SICK AND OTHER LEAVES

Whenever City Manager will be out of the office for less than four (4) consecutive business days, City Manager shall give advance notice of his absence to the Mayor, stating the reason for the absence, and shall appoint an Acting City Manager to act as the City Manager for the duration of his absence. Whenever City Manager will be out of the office for more than four (4) consecutive business days, City Manager shall give advance notice of his absence to the City Council, stating the reason for the absence, and shall appoint an Acting City Manager to act as the City Manager for the duration of his absence.

12.1 Vacation Leave. Upon the Effective Date of this Agreement as described in Section 2.2, City Manager shall be given eight (8) days of vacation leave which City Manager shall thereafter earn at the rate of ten (10) paid hours per month of employment. After ten (10) months of employment with the City, City Manager will have earned the original 8 days of vacation and shall thereafter commence to accrue additional vacation leave at the rate of ten (10) paid hours per month of employment during his first through fifth year of employment (120 hours annually). City Manager shall thereafter accrue vacation leave at the rate of 13.3 paid hours per month of employment (159.60 hours annually). City Manager may accrue up to a maximum of four hundred seventy (470) hours of vacation leave. Vacation leave in excess of two hundred forty (240) hours may be converted into cash, up to two hundred forty (240) hours in one fiscal year.

12.2 Sick Leave. City Manager shall accrue sick leave at the rate of ten (10) hours per month (120 hours annually). City Manager may accrue up to a maximum of five hundred seventy-six (576) hours of sick leave. Each fiscal year, City Manager may convert up to sixty (60) hours of sick leave into cash, as long as such conversion will leave City Manager with a minimum balance of forty (40) hours of sick leave in City Manager's leave bank. Sick leave must be used and deducted from accruals on a minute by minute basis for time missed from normal work hours which for purposes of this section are deemed to be normal City operating hours.

12.3 Executive Leave. City Manager shall be granted eighty-nine (89) hours of Executive Leave with pay each fiscal year (July 1 – June 30). City Manager shall accrue Executive Leave time on a pro-rata basis per month equal to 7.416 hours per month commencing the first day of the month. City Manager shall be allowed to accrue a maximum of two hundred (200) hours of combined Executive Leave and floating holiday time. City Manager may cash out up to forty (40) hours of leave per fiscal year. Executive leave must be used and deducted from accruals on a minute by minute basis for time missed from normal work hours which for purposes of this section are deemed to be normal CITY operating hours.

12.4 Family Leave of Absence. The City will grant City Manager leave in accordance with the provisions of the Family and Medical Leave Act of 1993, P.L. 103, Government Code § 12945.2, and/or Labor Code § 233, as applicable.

12.5 Jury Duty. If City Manager is required to serve as a juror in any court of judicial action of this State or of the United States he shall be entitled to a leave of absence with pay during such period of jury duty. City Manager shall appoint an Acting City Manager to act as the City Manager for those dates of the jury duty. City Manager shall be required to report to work if the jury pool is dismissed and more than three (3) hours remain in his regular scheduled workday. City Manager shall be required to pay over to the City any amount he received for jury duty, exclusive of approved travel and subsistence.

12.6 Witness in Court. If City Manager is subpoenaed to appear as a witness in any court of judicial action of this State or of the United States, or before any administrative board or tribunal, on a matter directly related to his officially assigned duties with the City, he shall be granted leave with pay during the time that he is appearing as a witness. City Manager

shall appoint an Acting City Manager for the date on which he is to serve as a witness. City Manager shall be required to pay over to the City any amount received for serving as a witness.

12.7 Emergency/Bereavement Leave. On the death or medical emergency of City Manager's spouse, domestic partner as defined by California law, natural or adopted child, step child, grandchild, brother, sister, parent, grandparent, parent-in-law, brother or sister-in-law, step-parent, step-brother, step-sister, or other relative living in the same household, the employee shall be granted emergency/bereavement leave for a period not to exceed forty (40) hours.

13.0 HOLIDAYS

City Manager shall be entitled to the same holidays and floating holiday leave granted to other Central Management Employees of City.

14.0 PROFESSIONAL DEVELOPMENT

14.1 Membership. City encourages City Manager's continued professional development and membership and shall provide payment of appropriate related costs for such activities, including membership in the California City Management Foundation and ICMA, as approved by the City Council.

15.0 TRAVEL AND MEETING EXPENSES

15.1 Out-of-Town Meetings & Seminars. City agrees to reimburse City Manager the actual cost for registration, travel, lodging, and meals and other expenses incurred by City Manager while attending overnight out-of-town meetings or seminars related to his employment with City. Moreover, to be eligible to receive reimbursement for meals and lodging for out-of-town meetings or seminars, City Manager must have budgeted funds available for such.

15.2 Local Meetings & Seminars. City agrees to reimburse City Manager the actual cost of registration, meals and other expenses necessarily incurred while in attendance at local meetings or seminars related to his employment with City.

15.3 Incidental Expenses. City agrees to reimburse City Manager the actual cost of those incidental expenses necessarily incurred by City Manager while engaged in the business of City upon the presentation of an appropriate receipt therefore.

15.4 Approval by City Council. To be eligible to receive reimbursement for the memberships, travel and other expenses incurred pursuant to Sections 11.1, 12.1 and/or 12.2 above, where such expenses are not identified and/or itemized in the City budget, City Manager shall obtain advance approval of City Council where practical to do so or, in the event such approval cannot be timely obtained, advance approval from City's Mayor.

16.0 BONDING

The City shall bear the full cost of any fidelity or other bonds required of the City Manager under any law or ordinance.

17.0 RESIGNATION

In the event that City Manager voluntarily resigns his position with the City, City Manager shall provide a minimum of forty-five (45) days notice unless the parties agree otherwise. Should City Manager voluntarily resign or initiate termination of this Agreement, then he shall not be entitled to any severance pay.

18.0 AMENDMENT OF AGREEMENT

City agrees not to change or amend the terms of this Agreement without three (3) affirmative votes of the City Council to do so and agreement by the City Manager acknowledged.

19.0 MUTUAL CONSENT

19.1 Reduction of Salary and Benefits. City and City Manager agree not to reduce the annual salary or other benefits herein without the mutual consent of the parties hereto.

19.2 ICMA Code of Ethics.

(a) City Manager and City mutually desire for City Manager to be subject to and comply with the International City Management Association (ICMA) Code of Ethics (Exhibit "B").

(b) City Manager commits to comply with the ICMA Code of Ethics.

(c) The City agrees that neither the City Council nor any of its members will give City Manager any order, direction, or request that would require City Manager to violate the ICMA Code of Ethics.

19.3 Communications Upon City Manager's Separation. In the event the City terminates the City Manager for any reason or no reason, the City and the City Manager agree that no member of the City Council, the City management staff, nor the City Manager, shall make any written, oral or electronic statement to any member of the public, the press, or any City employee concerning the City Manager's termination except in the form of a joint press release or statement, the content of which is mutually agreeable to the City and City Manager. The joint press release or statement shall not contain any text or information that is disparaging to either party. Either party may verbally repeat the substance of the joint press release or statement in response to any inquiry.

20.0 CONFLICT WITH CITY MUNICIPAL CODE

The City personnel ordinances, resolutions, rules and policies shall apply to City Manager in the same manner as applied to other management employees, provided, however, in the event of a conflict between the provisions of this Agreement and the City Municipal Code, the City Municipal Code shall prevail over this Agreement.

21.0 INDEMNIFICATION

To the extent mandated by the California Government Code, City shall defend, hold harmless, and indemnify Employee against any tort, professional liability, claim or demand, or other legal action arising out of an alleged act or omission occurring in the performance of Employee's services under this Agreement. This section shall not apply to any intentional tort or crime committed by Employee, to any action outside the course and scope of Employee's employment, or any other intentional or malicious conduct or gross negligence of Employee.

22.0 GENERAL PROVISIONS

22.1 Entire Agreement. This Agreement represents the entire agreement between the parties and supersedes any and all other agreement, either oral or in writing, between the parties with respect to the employment of City Manager by City and contains all of the covenants and agreements between the parties with respect to that employment. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by either party, or anyone acting on behalf of either party, which are not embodied herein, and that no other agreement, statement or promises not contained in this Agreement shall be valid or binding upon either party.

22.2 Heirs and Assigns. This Agreement shall be binding upon, and inure to the benefit of, the heirs at law and executors of the City Manager.

22.3 Effect of Waiver. The failure of either party to insist on strict compliance with any of the terms, covenants, or conditions of this Agreement by the other party shall not be deemed a waiver of that term, covenant or condition, nor shall any waiver or relinquishment of any right or power at any one time or times be deemed a waiver or relinquishment of that right or power at any one time or times be deemed a waiver or relinquishment of that right or power for all or any other times.

22.4 Partial Invalidity. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

22.5 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

22.6 Independent Legal Advice. City and City Manager represent and warrant to each other that each has received legal advice from independent and separate legal counsel with respect to the legal effect of this Agreement, or has had the opportunity to do so, and City and City Manager further represent and warrant that each has carefully reviewed this entire Agreement and that each and every term thereof is understood and that the terms of this Agreement are contractual and not a mere recital. This Agreement shall not be construed against the party or its representative who drafted it, or who drafted any portion thereof.

22.7 AB 1344. Assembly Bill 1344 was enacted as a means to provide greater transparency in local government and institute certain limitations on compensation paid to local government executives. AB 1344 also requires that contracts between a local agencies

and its employee include provisions requiring an employee who is convicted of a crime involving an abuse of his office or position to provide reimbursement to the local agency (California Government Code §§ 53243 - 53243.4). These sections are set forth in full in Exhibit “B” attached hereto and incorporated herein.

Accordingly, the parties agree that it is their mutual intent to fully comply with the Government Code sections that are part of AB 1344 and all other applicable law as it exists as of the date of execution of this Agreement and as such laws may be amended from time to time thereafter. Specifically, AB 1344 includes the following Government Code sections which are hereby incorporated by this Agreement:

§53243. Reimbursement of paid leave salary required upon conviction of crime involving office or position.

§53243.1. Reimbursement of legal criminal defense upon conviction of crime involving office or position.

§53243.2. Reimbursement of cash settlement upon conviction of crime involving office or position.

§53243.3. Reimbursement of noncontractual payments upon conviction or crime involving office or position.

§53243.4. “Abuse of office or position” defined.

City Manager has reviewed, is familiar with, and agrees to comply fully with each of these provisions if any of these provisions are applicable to City Manager, including that City Manager agrees that any cash settlement or severance related to the termination that City Manager may receive from the City shall be fully reimbursed to the local agency if City Manager is convicted of a crime involving an abuse of his or her office or position.

////

IN WITNESS WHEREOF, the City has caused this Agreement to be signed and executed on its behalf by its Mayor, and duly attested by its officers thereunto duly authorized, and the City Manager has signed and executed this Agreement, both in duplicate.

CITY OF LAWNSDALE

By: _____

Robert Pullen-Miles, Mayor

ATTEST:

Rhonda Hofmann Gorman, City Clerk

APPROVED AS TO FORM:

Tiffany J. Israel, City Attorney

CITY MANAGER

Kevin M. Chun

EXHIBIT "A"

AGREEMENT OF SEPARATION, SEVERANCE, AND GENERAL RELEASE

1. PARTIES

This Agreement of Separation, Severance, and General Release (hereinafter referred to as the "AGREEMENT") is entered into by and between the City of Lawndale, a general law city and municipal corporation (hereinafter referred to as "THE CITY"), and, an individual (hereinafter referred to as "EMPLOYEE").

2. RECITALS

2.1. EMPLOYEE was hired by THE CITY as an at-will City Manager effective November 4, 2019 serving at the pleasure of the City Council of THE CITY pursuant to a written contract, a copy of which is attached hereto as Exhibit "A" ("THE CONTRACT").

2.2. THE CITY and EMPLOYEE desire that EMPLOYEE resign and enter into a severance agreement whereby EMPLOYEE receives severance compensation in exchange for executing a general release and waiver of any and all claims that EMPLOYEE may have against THE CITY, including but not limited to its elected and non-elected officials, employees, attorneys, and agents. Accordingly, the parties hereto intend by this AGREEMENT to mutually conclude any and all employment relationships between THE CITY and EMPLOYEE by means of EMPLOYEE's voluntary separation as of _____, _____. This AGREEMENT sets forth the full and complete terms and conditions concluding EMPLOYEE's employment relationship with the CITY and any obligations related thereto, including any provided under THE CONTRACT.

2.3 In accordance with this AGREEMENT and with applicable state and federal laws, EMPLOYEE acknowledges that EMPLOYEE has been advised of EMPLOYEE's post-employment rights, including but not limited to, EMPLOYEE's rights under the Consolidated Omnibus Budget Reconciliation Act of 1985 ("COBRA"), the Employee Retirement Income Security Act of 1974 ("ERISA"), and the Health Insurance Portability and Accountability Act of 1996 ("HIPAA").

3. CONSIDERATION

3.1 EMPLOYEE shall receive payment to him at the time of his voluntary separation all earned salary, accrued fringe benefits as detailed in THE CONTRACT, and/or all other wage compensation/benefits owed to EMPLOYEE upon separation of employment, as required by law or THE CONTRACT or any other agreement with THE CITY.

3.2. In exchange for the waivers and releases set forth herein, THE CITY shall also cause to be paid to EMPLOYEE an additional compensatory payment by means of severance, settlement and release in the form of a lump sum amount of _____ and _____ cents (\$_____.00), as set forth in THE CONTRACT in the form of a check made payable to EMPLOYEE to be mailed to EMPLOYEE at EMPLOYEE's home address via certified mail return receipt requested within thirty (30) business days after the EFFECTIVE DATE (as defined below) of this AGREEMENT.

3.3 In exchange for the severance payment provided for herein, EMPLOYEE, and on behalf of EMPLOYEE's spouse, heirs, representatives, successors, and assigns, hereby releases, acquits, and forever discharges THE CITY, and each of its predecessors, successors, assigns, officials, employees, representatives, agents, insurers, attorneys, and all persons and entities acting by, through, under, or in concert with any of them, and each of them (hereinafter referred to as "THE CITY PARTIES"), from any and all claims, charges, complaints, contracts, understandings, liabilities, obligations, promises, benefits, agreements, controversies, costs, losses, debts, expenses, damages, actions, causes of action, suits, rights, and demands of any nature whatsoever, known or unknown, suspected or unsuspected, which EMPLOYEE now has or may acquire in the future, or which EMPLOYEE ever had, relating to or arising out of any act, omission, occurrence, condition, event, transaction, or thing which was done, omitted to be done, occurred or was in effect at anytime from the beginning of time up to and including _____, _____ (hereinafter referred to collectively as "CLAIMS"), without regard to whether such CLAIMS arise under the federal, state, or local constitutions, statutes, rules or regulations, or the common law. EMPLOYEE expressly acknowledges that the CLAIMS forever barred by this AGREEMENT specifically include, but are not limited to, claims based upon any alleged breach of THE CONTRACT or any other agreement of employment, any demand for wages, overtime or benefits, any claims of violation of the provisions of ERISA, COBRA or HIPAA, any alleged breach of any duty arising out of contract or tort, any alleged wrongful termination in violation of public policy, any alleged breach of any express or implied contract for continued employment, any alleged employment discrimination or unlawful discriminatory act, or any claim or cause of action including, but not limited to, any and all claims whether arising under any federal, state or local law prohibiting breach of employment contract, wrongful termination, or employment discrimination based upon age, race, color, sex, religion, handicap or disability, national origin or any other protected category or characteristic, and any and all rights or claims arising under the California Labor Code or Industrial Welfare Commission Wage Orders, the Federal Fair Labor Standards Act, the California Fair Employment and Housing Act, California Government Code §§12, 900 et seq., the Americans With Disabilities Act, Title VII of the Civil Rights Act of 1964, the Public Safety Officers Procedural Bill of Right Act, and any other federal, state, or local human rights, civil rights, or employment discrimination or employee rights statute, rule, or regulation.

4. SPECIFIC ACKNOWLEDGMENT OF WAIVER OF CLAIMS UNDER ADEA AND OWBPA

The Age Discrimination in Employment Act of 1967 (hereinafter referred to as the "ADEA") makes it illegal for an employer to discharge any individual or otherwise discriminate with respect to the nature and privileges of an individual's employment on the basis that the individual is age forty (40) or older. The Older Workers Benefit Protection Act (hereinafter referred to as the "OWBPA," 29 U.S.C. § 626, et. seq., Pub L 101-433, 104 Stat. 978 (1990)) further augments the ADEA and prohibits the waiver of any right or claim under the ADEA, **unless the waiver is knowing and voluntary**. By entering into this AGREEMENT, EMPLOYEE acknowledges that he knowingly and voluntarily, for just compensation in addition to anything of value to which EMPLOYEE was already entitled, waives and releases any rights he may have under the ADEA and/or OWBPA. EMPLOYEE further acknowledges that he has been advised and understands, pursuant to the provisions of the ADEA and OWBPA, that:

- (a) This waiver/release is written in a manner understood by EMPLOYEE;

(b) EMPLOYEE is aware of, and/or has been advised of, his rights under the ADEA and OWBPA, and of the legal significance of his waiver of any possible claims he currently may have under the ADEA, OWBPA and/or similar age discrimination laws;

(c) EMPLOYEE is entitled to a reasonable time of at least twenty-one (21) days within which to review and consider this AGREEMENT and the waiver and release of any rights he may have under the ADEA, the OWBPA and similar age discrimination laws; but may, in the exercise of his own discretion, sign or reject this AGREEMENT at any time before the expiration of the twenty-one (21) days;

(d) The waivers and releases set forth in this AGREEMENT shall not apply to any rights or claims that may arise under the ADEA and/or OWBPA **after** the EFFECTIVE DATE of this AGREEMENT;

(e) EMPLOYEE has been advised by this writing that he should consult with an attorney prior to executing this AGREEMENT;

(f) EMPLOYEE has discussed this waiver and release with, and been advised with respect thereto by, his counsel of choice, and that he does not need any additional time within which to review and consider this AGREEMENT;

(g) EMPLOYEE has **seven (7) days following his execution** of this AGREEMENT to revoke the AGREEMENT;

(h) Notice of revocation within the seven (7) day revocation period must be provided, in writing, to THE CITY pursuant to Paragraph 8.9 herein, and must state, "I hereby revoke my acceptance of our Agreement of Severance and General Release;" and

(i) This AGREEMENT shall not be effective until all parties have signed the AGREEMENT and ten (10) days have passed since EMPLOYEE's execution ("EFFECTIVE DATE").

5. UNKNOWN CLAIMS

In relation to the release provisions of Paragraphs 3 and 4 above, EMPLOYEE understands that California Civil Code section 1542 reads as follows:

"General Release--Claims Extinguished"

"A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party."

EMPLOYEE hereby waives the protection of California Civil Code section 1542.

6. WAIVER OF ADDITIONAL CLAIMS

EMPLOYEE hereby waives any provisions of state or federal law that might require a more detailed specification of the claims being released pursuant to the provisions of Paragraphs 3, 4, and 5 above.

7. REPRESENTATIONS AND WARRANTIES

Each of the parties to this AGREEMENT represents and warrants to, and agrees with, each other party as follows:

7.1. Advice of Counsel: The parties hereto have received independent legal advice from their respective attorneys concerning the advisability of entering into and executing this AGREEMENT or have been given the opportunity to obtain such advice. The parties acknowledge that they have been represented by counsel of their own choice in the negotiation of this AGREEMENT, that they have read this AGREEMENT; that they have had this AGREEMENT fully explained to them by such counsel, or have had such opportunity to do so and that they are fully aware of the contents of this AGREEMENT and of its legal effect.

7.2. No Fraud in Inducement: No party (nor any officer, agent, employee, representative, or attorney of or for any party) has made any statement or representation or failed to make any statement or representation to any other party regarding any fact relied upon in entering into this AGREEMENT, and neither party relies upon any statement, representation, omission or promise of any other party in executing this AGREEMENT, or in making the settlement provided for herein, except as expressly stated in this AGREEMENT.

7.3. Independent Investigation: Each party to this AGREEMENT has made such investigation of the facts pertaining to this settlement and this AGREEMENT and all the matters pertaining thereto, as it deems necessary.

7.4. Mistake Waived: In entering into this AGREEMENT, each party assumes the risk of any misrepresentation, concealment or mistake. If any party should subsequently discover that any fact relied upon by it in entering into this AGREEMENT was untrue, or that any fact was concealed from it, or that its understanding of the facts or of the law was incorrect, such party shall not be entitled to any relief in connection therewith, including without limitation on the generality of the foregoing any alleged right or claim to set aside or rescind this AGREEMENT. This AGREEMENT is intended to be, and is, final and binding between the parties, regardless of any claims of misrepresentation, promise made without the intent to perform, concealment of fact, mistake of fact or law, or any other circumstance whatsoever.

7.5. Later Discovery: The parties are aware that they may hereafter discover claims or facts in addition to or different from those they now know or believe to be true with respect to the matters related herein. Nevertheless, it is the intention of the parties that EMPLOYEE fully, finally and forever settle and release all such matters, and all claims relative thereto, which do now exist, may exist or have previously existed against THE CITY or THE CITY PARTIES. In furtherance of such intention, the releases given here shall be, and remain, in effect as full and complete releases of all such matters, notwithstanding the discovery or existence of any additional or different claims or facts relative thereto.

7.6. Indemnification: EMPLOYEE agrees to indemnify and hold harmless THE CITY or THE CITY PARTIES from, and against, any and all claims, damages, or liabilities sustained by them as a direct result of the violation or breach of the covenants, warranties, and representations undertaken pursuant to the provisions of this AGREEMENT. EMPLOYEE understands and agrees that he shall be exclusively liable for the payment of all taxes for which he is responsible, if any, as a result of his receipt of the consideration referred to in Paragraph 3 of this AGREEMENT. In addition, EMPLOYEE agrees fully to indemnify and hold the CITY PARTIES harmless for payment of tax obligations as may be required by any federal, state or local taxing authority, at any time, as a result of the payment of the consideration set forth in Paragraph 3 of this AGREEMENT.

7.7. Future Cooperation & Consultation fees: EMPLOYEE shall execute all such further and additional documents as shall be reasonable, convenient, necessary or desirable to carry out the provisions of this AGREEMENT. EMPLOYEE shall provide THE CITY with consultation services (including deposition or trial testimony) in any litigation involving THE CITY which is reasonably related to acts or occurrences transpiring during his employment. Said services shall be provided as needed by THE CITY at a rate of \$100.00 per hour.

7.8. Return of Confidential Information and Property: Prior to the separation date, EMPLOYEE shall submit a written inventory of, and return to the City Clerk, all City keys, equipment, computer identification cards or codes, and other equipment or materials or confidential documents provided to or obtained by EMPLOYEE during the course of his employment with THE CITY.

7.9. No Pending Claims and/or Actions: EMPLOYEE represents that he has not filed any complaints or charges against THE CITY or THE CITY PARTIES with any local, state or federal agency or court; that he will not do so at any time hereafter for any claim arising up to and including the EFFECTIVE DATE of this AGREEMENT; and that if any such agency or court assumes jurisdiction of any such complaint or charge against THE CITY or THE CITY PARTIES on behalf of EMPLOYEE, whenever or where ever filed, he will request such agency or court to withdraw from the matter forthwith.

7.10. Ownership of Claims: EMPLOYEE represents and warrants as a material term of this AGREEMENT that EMPLOYEE has not heretofore assigned, transferred, released or granted, or purported to assign, transfer, release or grant, any of the CLAIMS disposed of by this AGREEMENT. In executing this AGREEMENT, EMPLOYEE further warrants and represents that none of the CLAIMS released by EMPLOYEE thereunder will in the future be assigned, conveyed, or transferred in any fashion to any other person and/or entity.

7.11. Enforcement Fees and Costs: Should any legal action be required to enforce the terms of this AGREEMENT, the prevailing party shall be entitled to reasonable attorneys' fees and costs in addition to any other relief to which that party may be entitled.

7.12. Authority: Each party represents to the other that it has the right to enter into this AGREEMENT, and that it is not violating the terms or conditions of any other AGREEMENT to which they are a party or by which they are bound by entering into this AGREEMENT. The parties represent that they will obtain all necessary approvals to execute this AGREEMENT. It is further represented and agreed that the individuals signing this AGREEMENT on behalf of the

respective parties have actual authority to execute this AGREEMENT and, by doing so, bind the party on whose behalf this AGREEMENT has been signed.

8. MISCELLANEOUS

8.1. No Admission: Nothing contained herein shall be construed as an admission by THE CITY of any liability of any kind. THE CITY denies any liability in connection with any claim and intends hereby solely to avoid potential claims and/or litigation and buy its peace.

8.2. Governing Law: This AGREEMENT has been executed and delivered within the State of California, and the rights and obligations of the parties shall be construed and enforced in accordance with, and governed by, the laws of the State of California.

8.3. Full Integration: This AGREEMENT is the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous oral and written agreements and discussions. This AGREEMENT may be amended only by a further agreement in writing, signed by the parties hereto.

8.4. Continuing Benefit: This AGREEMENT is binding upon and shall inure to the benefit of the parties hereto, their respective agents, spouses, employees, representatives, officials, attorneys, assigns, heirs, and successors in interest.

8.5. Joint Drafting: Each party agrees that it has cooperated in the drafting and preparation of this AGREEMENT. Hence, in any construction to be made of this AGREEMENT, the parties agree that same shall not be construed against any party.

8.6. Severability: In the event that any term, covenant, condition, provision or agreement contained in this AGREEMENT is held to be invalid or void by any court of competent jurisdiction, the invalidity of any such term, covenant, condition, provision or agreement shall in no way affect any other term, covenant, condition, provision or agreement and the remainder of this AGREEMENT shall still be in full force and effect.

8.7. Titles: The titles included in this AGREEMENT are for reference only and are not part of its terms, nor do they in any way modify the terms of this AGREEMENT.

8.8. Counterparts: This AGREEMENT may be executed in counterparts, and when each party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one AGREEMENT, which shall be binding upon and effective as to all parties.

8.9. Notice: Any and all notices given to any party under this AGREEMENT shall be given as provided in this paragraph. All notices given to either party shall be made by certified or registered United States mail, or personal delivery, at the noticing party's discretion, and addressed to the parties as set forth below. Notices shall be deemed, for all purposes, to have been given on the date of personal service or three (3) consecutive calendar days following deposit of the same in the United States mail.

As to EMPLOYEE:

At EMPLOYEE's home address on file with THE CITY.

As to THE CITY:

City of Lawndale
Attention: City Clerk
14717 Burn Avenue
Lawndale, California 90260

IN WITNESS WHEREOF, THE CITY has caused this AGREEMENT to be signed and executed on its behalf by its Mayor and duly attested by its City Clerk, EMPLOYEE has signed and executed this Agreement, and the attorneys for THE CITY and EMPLOYEE, if any, have approved as to form as of the dates written below.

DATED: _____

EMPLOYEE

By: _____
[NAME]

THE CITY

DATED: _____

By: _____
Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

By: _____
_____, City Attorney

[EMPLOYEE's LAW FIRM]

By: _____
[Counsel]

EXHIBIT “B”



ICMA Code of Ethics with Guidelines

The ICMA Code of Ethics was adopted by the ICMA membership in 1924, and most recently amended by the membership in October 2019. The Guidelines for the Code were adopted by the ICMA Executive Board in 1972, and most recently revised in June 2019.

The mission of ICMA is to advance professional local government through leadership, management, innovation, and ethics. To further this mission, certain principles, as enforced by the Rules of Procedure, shall govern the conduct of every member of ICMA, who shall:

Tenet 1. We believe professional management is essential to efficient and democratic local government by elected officials.

Tenet 2. Affirm the dignity and worth of local government services and maintain a deep sense of social responsibility as a trusted public servant.

GUIDELINE

Advice to Officials of Other Local Governments. When members advise and respond to inquiries from elected or appointed officials of other local governments, they should inform the administrators of those communities.

Tenet 3. Demonstrate by word and action the highest standards of ethical conduct and integrity in all public, professional, and personal relationships in order that the member may merit the trust and respect of the elected and appointed officials, employees, and the public.

GUIDELINES

Public Confidence. Members should conduct themselves so as to maintain public confidence in their position and profession, the integrity of their local government, and in their responsibility to uphold the public trust.

Influence. Members should conduct their professional and personal affairs in a manner that demonstrates that they cannot be improperly influenced in the performance of their official duties.

Length of Service. For chief administrative/executive officers appointed by a governing body or elected official, a minimum of two years is considered necessary to render a professional service to the local government. In limited circumstances, it may be in the best interests of the local government and the member to separate before serving two years. Some examples include

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refusal of the appointing authority to honor commitments concerning conditions of employment, a vote of no confidence in the member, or significant personal issues. It is the responsibility of an applicant for a position to understand conditions of employment, including expectations of service. Not understanding the terms of employment prior to accepting does not justify premature separation. For all members a short tenure should be the exception rather than a recurring experience, and members are expected to honor all conditions of employment with the organization.

Appointment Commitment. Members who accept an appointment to a position should report to that position. This does not preclude the possibility of a member considering several offers or seeking several positions at the same time. However, once a member has accepted a formal offer of employment, that commitment is considered binding unless the employer makes fundamental changes in the negotiated terms of employment.

Credentials. A member's resume for employment or application for ICMA's Voluntary Credentialing Program shall completely and accurately reflect the member's education, work experience, and personal history. Omissions and inaccuracies must be avoided.

Professional Respect. Members seeking a position should show professional respect for persons formerly holding the position, successors holding the position, or for others who might be applying for the same position. Professional respect does not preclude honest differences of opinion; it does preclude attacking a person's motives or integrity.

Reporting Ethics Violations. When becoming aware of a possible violation of the ICMA Code of Ethics, members are encouraged to report possible violations to ICMA. In reporting the possible violation, members may choose to go on record as the complainant or report the matter on a confidential basis.

Confidentiality. Members shall not discuss or divulge information with anyone about pending or completed ethics cases, except as specifically authorized by the Rules of Procedure for Enforcement of the Code of Ethics.

Seeking Employment. Members should not seek employment for a position that has an incumbent who has not announced his or her separation or been officially informed by the appointive entity that his or her services are to be terminated. Members should not initiate contact with representatives of the appointive entity. Members contacted by representatives of the appointive entity regarding prospective interest in the position should decline to have a conversation until the incumbent's separation from employment is publicly known.

Relationships in the Workplace. Members should not engage in an intimate or romantic relationship with any elected official or board appointee, employee they report to, one they appoint and/or supervise, either directly or indirectly, within the organization.

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This guideline does not restrict personal friendships, professional mentoring, or social interactions with employees, elected officials and Board appointees.

Conduct Unbecoming. Members should treat people fairly, with dignity and respect and should not engage in, or condone bullying behavior, harassment, sexual harassment or discrimination on the basis of race, religion, national origin, age, disability, gender, gender identity, or sexual orientation.

Tenet 4. Serve the best interests of the people.

GUIDELINES

Impacts of Decisions. Members should inform their governing body of the anticipated effects of a decision on people in their jurisdictions, especially if specific groups may be disproportionately harmed or helped.

Inclusion. To ensure that all the people within their jurisdiction have the ability to actively engage with their local government, members should strive to eliminate barriers to public involvement in decisions, program, and services.

Tenet 5. Submit policy proposals to elected officials; provide them with facts and advice on matters of policy as a basis for making decisions and setting community goals; and uphold and implement local government policies adopted by elected officials.

GUIDELINE

Conflicting Roles. Members who serve multiple roles – working as both city attorney and city manager for the same community, for example – should avoid participating in matters that create the appearance of a conflict of interest. They should disclose the potential conflict to the governing body so that other opinions may be solicited.

Tenet 6. Recognize that elected representatives of the people are entitled to the credit for the establishment of local government policies; responsibility for policy execution rests with the members.

Tenet 7. Refrain from all political activities which undermine public confidence in professional administrators. Refrain from participation in the election of the members of the employing legislative body.

GUIDELINES

Elections of the Governing Body. Members should maintain a reputation for serving equally and impartially all members of the governing body of the local government they serve, regardless of party. To this end, they should not participate in an election campaign on behalf of or in opposition to candidates for the governing body.

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Elections of Elected Executives. Members shall not participate in the election campaign of any candidate for mayor or elected county executive.

Running for Office. Members shall not run for elected office or become involved in political activities related to running for elected office, or accept appointment to an elected office. They shall not seek political endorsements, financial contributions or engage in other campaign activities.

Elections. Members share with their fellow citizens the right and responsibility to vote. However, in order not to impair their effectiveness on behalf of the local governments they serve, they shall not participate in political activities to support the candidacy of individuals running for any city, county, special district, school, state or federal offices. Specifically, they shall not endorse candidates, make financial contributions, sign or circulate petitions, or participate in fund-raising activities for individuals seeking or holding elected office.

Elections relating to the Form of Government. Members may assist in preparing and presenting materials that explain the form of government to the public prior to a form of government election. If assistance is required by another community, members may respond.

Presentation of Issues. Members may assist their governing body in the presentation of issues involved in referenda such as bond issues, annexations, and other matters that affect the government entity's operations and/or fiscal capacity.

Personal Advocacy of Issues. Members share with their fellow citizens the right and responsibility to voice their opinion on public issues. Members may advocate for issues of personal interest only when doing so does not conflict with the performance of their official duties.

Tenet 8. Make it a duty continually to improve the member's professional ability and to develop the competence of associates in the use of management techniques.

GUIDELINES

Self-Assessment. Each member should assess his or her professional skills and abilities on a periodic basis.

Professional Development. Each member should commit at least 40 hours per year to professional development activities that are based on the practices identified by the members of ICMA.

Tenet 9. Keep the community informed on local government affairs; encourage communication between the citizens and all local government officers; emphasize friendly and courteous service to the public; and seek to improve the quality and image of public service.

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Tenet 10. Resist any encroachment on professional responsibilities, believing the member should be free to carry out official policies without interference, and handle each problem without discrimination on the basis of principle and justice.

GUIDELINE

Information Sharing. The member should openly share information with the governing body while diligently carrying out the member's responsibilities as set forth in the charter or enabling legislation.

Tenet 11. Handle all matters of personnel on the basis of merit so that fairness and impartiality govern a member's decisions, pertaining to appointments, pay adjustments, promotions, and discipline.

GUIDELINE

Equal Opportunity. All decisions pertaining to appointments, pay adjustments, promotions, and discipline should prohibit discrimination because of race, color, religion, sex, national origin, sexual orientation, political affiliation, disability, age, or marital status.

It should be the members' personal and professional responsibility to actively recruit and hire a diverse staff throughout their organizations.

Tenet 12. Public office is a public trust. A member shall not leverage his or her position for personal gain or benefit.

GUIDELINES

Gifts. Members shall not directly or indirectly solicit, accept or receive any gift if it could reasonably be perceived or inferred that the gift was intended to influence them in the performance of their official duties; or if the gift was intended to serve as a reward for any official action on their part.

The term "Gift" includes but is not limited to services, travel, meals, gift cards, tickets, or other entertainment or hospitality. Gifts of money or loans from persons other than the local government jurisdiction pursuant to normal employment practices are not acceptable.

Members should not accept any gift that could undermine public confidence. De minimus gifts may be accepted in circumstances that support the execution of the member's official duties or serve a legitimate public purpose. In those cases, the member should determine a modest maximum dollar value based on guidance from the governing body or any applicable state or local law.

The guideline is not intended to apply to normal social practices, not associated with the member's official duties, where gifts are exchanged among friends, associates and relatives.

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Investments in Conflict with Official Duties. Members should refrain from any investment activity which would compromise the impartial and objective performance of their duties. Members should not invest or hold any investment, directly or indirectly, in any financial business, commercial, or other private transaction that creates a conflict of interest, in fact or appearance, with their official duties.

In the case of real estate, the use of confidential information and knowledge to further a member's personal interest is not permitted. Purchases and sales which might be interpreted as speculation for quick profit should be avoided (see the guideline on "Confidential Information"). Because personal investments may appear to influence official actions and decisions, or create the appearance of impropriety, members should disclose or dispose of such investments prior to accepting a position in a local government. Should the conflict of interest arise during employment, the member should make full disclosure and/or recuse themselves prior to any official action by the governing body that may affect such investments.

This guideline is not intended to prohibit a member from having or acquiring an interest in or deriving a benefit from any investment when the interest or benefit is due to ownership by the member or the member's family of a de minimus percentage of a corporation traded on a recognized stock exchange even though the corporation or its subsidiaries may do business with the local government.

Personal Relationships. In any instance where there is a conflict of interest, appearance of a conflict of interest, or personal financial gain of a member by virtue of a relationship with any individual, spouse/partner, group, agency, vendor or other entity, the member shall disclose the relationship to the organization. For example, if the member has a relative that works for a developer doing business with the local government, that fact should be disclosed.

Confidential Information. Members shall not disclose to others, or use to advance their personal interest, intellectual property, confidential information, or information that is not yet public knowledge, that has been acquired by them in the course of their official duties.

Information that may be in the public domain or accessible by means of an open records request, is not confidential.

Private Employment. Members should not engage in, solicit, negotiate for, or promise to accept private employment, nor should they render services for private interests or conduct a private business when such employment, service, or business creates a conflict with or impairs the proper discharge of their official duties.

Teaching, lecturing, writing, or consulting are typical activities that may not involve conflict of interest, or impair the proper discharge of their official duties. Prior notification of the appointing authority is appropriate in all cases of outside employment.

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Representation. Members should not represent any outside interest before any agency, whether public or private, except with the authorization of or at the direction of the appointing authority they serve.

Endorsements. Members should not endorse commercial products or services by agreeing to use their photograph, endorsement, or quotation in paid or other commercial advertisements, marketing materials, social media, or other documents, whether the member is compensated or not for the member's support. Members may, however, provide verbal professional references as part of the due diligence phase of competitive process or in response to a direct inquiry.

Members may agree to endorse the following, provided they do not receive any compensation: (1) books or other publications; (2) professional development or educational services provided by nonprofit membership organizations or recognized educational institutions; (3) products and/or services in which the local government has a direct economic interest.

Members' observations, opinions, and analyses of commercial products used or tested by their local governments are appropriate and useful to the profession when included as part of professional articles and reports.

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CITY OF LAWNDALE

14717 BURIN AVENUE, LAWNDALE, CALIFORNIA 90260
PHONE (310) 973-3200 ♦ www.lawndalecity.org

DATE: November 18, 2019

TO: Honorable Mayor and City Council

FROM: Mayor Robert Pullen Miles

PREPARED BY: Tiffany J. Israel, City Attorney
Mauricio Salazar, Assistant City Attorney

SUBJECT: Urgency Ordinance prohibiting no-fault evictions for residential properties through December 31, 2019 and consideration of exemption from CEQA

BACKGROUND

On October 8, 2019, Assembly Bill 1482 ("AB 1482"), the Tenant Protections Act of 2019, was signed into law. Proponents of AB 1482 assert that the AB 1482 was passed to address California's affordable housing crisis by preventing rent gouging and arbitrary evictions. AB 1482 limits annual rent increases to 5% plus the percentage change in the cost of living or 10%, whichever is lower. AB 1482 also requires landlords to provide a "just cause" for evicting tenants and, in some circumstances, pay for tenants to relocate.

AB 1482 becomes effective on January 1, 2020 and will provide renter protections to households throughout the State including in the City of Lawndale.

Statewide, counties and cities are experiencing a housing affordability crisis, which is driving homelessness and displacement of residents to an unprecedented scale. The City has received reports from tenants who have already reported experienced a no-fault eviction notice and/or threats of eviction. Therefore, it is imperative that the City implement temporary strategies to keep people housed in advance of AB 1482's effective date.

This Urgency Ordinance will temporarily prohibit no-fault evictions through December 31, 2019, for residential real properties that will be covered by AB 1482 beginning on January 1, 2020.

STAFF REVIEW

The Urgency Ordinance would protect renters of "residential real property" from no-fault evictions from the date of its publication through December 31, 2019 at 11:59 p.m., in advance of AB 1482's January 1, 2020 effective date.

The Urgency Ordinance would apply to an eviction notice served on a tenant if, on the effective date of the Urgency Ordinance, the tenant remains in possession of the property and the period of notice has not expired. The Urgency Ordinance would render void any eviction notice that did not comply with

the Urgency Ordinance and would provide an affirmative defense to a tenant in an unlawful detainer proceeding.

The City Council has the authority to adopt urgency ordinances for the public peace, health or safety of the City and its residents. The Urgency Ordinance must be adopted by a four-fifths (4/5) vote of the City Council, and if approved, shall be in full force and effect immediately upon its passage.

ENVIRONMENTAL ASSESSMENT

It is recommended that the City Council find that the project is exempt from the California Environmental Quality Act (CEQA) under Section 15061(b)(3) of the CEQA Guidelines, which provides that CEQA only applies to projects that have the potential for causing a significant effect on the environment. Where, as here with the adoption of ordinance that prohibits no-fault evictions, it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA.

COMMISSION REVIEW

No Commission review is required for this Urgency Ordinance.

LEGAL REVIEW

The City Attorney's office has reviewed and approved Urgency Ordinance No. 1166-19 as to form.

FISCAL IMPACT

Not Applicable

RECOMMENDATION

It is recommended that the City Council:

1. Discuss this item and receive public comment, if any, on the matter; and
2. Find that this action is categorically exempt from CEQA pursuant to Section 15061(b)(3) of the CEQA Guidelines.
3. Read by title only, waive further reading, and approve Urgency Ordinance No. 1166-19 temporarily prohibiting no-fault evictions for residential real properties within the City through December 31, 2019.

Attachments: Urgency Ordinance No. 1166-19
 AB 1482

URGENCY ORDINANCE NO. 1166-19

**AN UNCODIFIED URGENCY ORDINANCE OF THE CITY COUNCIL
OF THE CITY OF LAWNSDALE, CALIFORNIA TEMPORARILY PROHIBITING NO-
FAULT EVICTIONS THROUGH DECEMBER 31, 2019 FOR RESIDENTIAL REAL
PROPERTY**

SUMMARY: This uncodified urgency ordinance will immediately and temporarily prohibit no-fault evictions for residential real properties through December 31, 2019.

WHEREAS, pursuant to the City's police power, as granted broadly under Article XI, Section 7 of the California Constitution, the City Council has the authority to enact and enforce ordinance and regulations for the public peace, health or safety of the City and its residents; and

WHEREAS, the California legislature passed and the governor signed Assembly Bill No. 1482, the Tenant Protection Act of 2019 ("AB 1482"), an act adding and repealing Sections 1946.2, 1947.12, and 1947.13 of the California Civil Code, effective January 1, 2020, which prohibits evictions without "just cause," and owners of residential rental properties from increasing rents each year by more than 5 percent plus the percentage change in the cost of living or 10 percent, whichever is lower; and

WHEREAS, commencing January 1, 2020, AB 1482 will provide certain renter protections to many of the 67.7 percent of residents within the City who rent their homes; and

WHEREAS, in advance of the implementation of AB 1482, the City has become aware of no-fault terminations, eviction notices, and threats of eviction within the City; and

WHEREAS, the County of Los Angeles is experiencing a crisis of homelessness and displacement of renters at unprecedented levels; and

WHEREAS, the City wishes to protect renters from no-fault evictions through December 31, 2019, in advance of AB 1482's effective date, to prevent further homelessness and displacement; and

WHEREAS, the City Council now desires to adopt this uncodified Ordinance as an urgency ordinance for the immediate protection of the public peace, health or safety.

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

SECTION 1. The recitals above are true and correct and incorporated herein by this reference.

SECTION 2. The City of Lawnsdale hereby adopts the following:

PROHIBITION AGAINST NO-FAULT ELECTIONS.

Purpose. On October 8, 2019, Assembly Bill 1482 ("AB 1482"), the Tenant Protections Act of 2019, was signed into law to address a component of California's affordable

housing crisis by preventing rent gouging and arbitrary evictions. AB 1482 becomes effective on January 1, 2020.

Statewide, counties and cities are experiencing a housing affordability crisis, which is driving homelessness and displacement of residents to an unprecedented scale. Tenants within the City have reported experiencing no-fault eviction notices and/or threats of eviction. Therefore, it is imperative that the city implement temporary strategies to keep people housed.

This ordinance will temporarily prohibit no-fault evictions through December 31, 2019, for residential real property that will be covered by AB 1482 beginning on January 1, 2020.

Definitions. The following words and phrases, whenever used in this ordinance, shall be construed as defined in this section.

“Owner” means any person, acting as principal or through an agent, offering residential real property for rent, and includes a predecessor in interest to the owner.

“Residential real property” means any dwelling or unit that is intended or used for human habitation.

Prohibition Against Evictions.

- A. Through December 31, 2019, the owner of residential rental property shall not terminate a lawful tenancy without at-fault just cause, unless the termination is required to comply with an order issued by a government agency or court necessitating vacating the residential real property or to comport with due process, federal, or state law, which shall be stated in the written notice of termination of tenancy. This prohibition shall also apply to an owner's action that constitutes constructive eviction under California law. An owner's failure to comply with this chapter shall render any notice of termination of tenancy void. This chapter may be asserted as an affirmative defense in an unlawful detainer action. An owner's failure to comply with this chapter does not constitute a criminal offense.
- B. At fault just cause is the following:
 1. Default in the payment of rent.
 2. A breach of a material term of the lease, as described in paragraph (3) of Section 1161 of the California Code of Civil Procedure, including, but not limited to, violation of a provision of a lease after being issued a written notice to correct the violation.
 3. Maintaining, committing, or permitting the maintenance or commission of a nuisance as described in paragraph (4) of Section 1161 of the California Code of Civil Procedure.
 4. Criminal activity by the tenant on the residential real property, including any common areas, or any criminal activity or criminal threat, as defined in

subdivision (a) of Section 422 of the California Penal Code, on or off the residential real property against the owner of the residential real property.

5. Assigning or subletting the premises in violation of the tenant's lease, as described in paragraph (4) of Section 1161 of the California Code of Civil Procedure.
 6. The tenant's refusal to allow the owner to enter the residential real property as authorized by Sections 1101.5 and 1954 of the California Civil Code, and Sections 13113.7 and 17926.1 of the California Health and Safety Code.
 7. Using the premises for an unlawful purpose as described in paragraph (4) of Section 1161 of the California Code of Civil Procedure.
 8. The employee, agent, or licensee's failure to vacate after their termination as an employee, agent, or a licensee as described in paragraph (1) of Section 1161 of the California Code of Civil Procedure.
 9. When the tenant fails to deliver possession of the residential real property after providing the owner written notice as provided in Section 1946 of the California Civil Code of the tenant's intention to terminate the hiring of the real property, or makes a written offer to surrender that is accepted in writing by the owner, but fails to deliver possession at the time specified in that written notice as described in paragraph (5) of Section 1161 of the California Code of Civil Procedure.
- C. This chapter shall not apply to any of the following residential real property or residential circumstances:
1. Transient and tourist hotel occupancy as defined in subdivision (b) of Section 1940 of the California Civil Code.
 2. Housing accommodations in a nonprofit hospital, religious facility, extended care facility, licensed residential care facility for the elderly, as defined in Section 1569.2 of the Health and Safety Code, or an adult residential facility, as defined in Chapter 6 of Division 6 of Title 22 of the Manual of Policies and Procedures published by the State Department of Social Services.
 3. Dormitories owned and operated by an institution of higher education or a kindergarten and grades 1 to 12, inclusive, school.
 4. Housing accommodations in which the tenant shares bathroom or kitchen facilities with the owner who maintains their principal residence at the residential real property.
 5. Single-family owner-occupied residences, including a residence in which the owner-occupant rents or leases no more than two units or bedrooms, including, but not limited to, an accessory dwelling unit or a junior accessory dwelling unit.
 6. A duplex in which the owner occupied one of the units as the owner's principal place of residence at the beginning of the tenancy, so long as the owner continues in occupancy.
 7. Housing that has been issued a certificate of occupancy within the previous 15 years.

8. Residential real property that is alienable separate from the title to any other dwelling unit, provided that the owner is not any of the following:
 - i. A real estate investment trust, as defined in Section 856 of the Internal Revenue Code.
 - ii. A corporation.
 - iii. A limited liability company in which at least one members is a corporation.
9. Housing restricted by deed, regulatory restriction contained in an agreement with a government agency, or other recorded document as affordable housing for persons and families of very low, low, or moderate income, as defined in Section 50093 of the Health and Safety Code, or subject to an agreement that provides housing subsidies for affordable housing for persons and families of very low, low, or moderate income, as defined in Section 50093 of the Health and Safety Code or comparable federal statutes.

Application. This chapter shall apply to tenancies where the tenant remains in possession and the period of notice required under California Civil Code Section 1946.1 has not expired.

SECTION 3. The adoption of this uncodified Urgency Ordinance is hereby determined to be exempt from the California Environmental Quality Act pursuant to State Guidelines Section 15061(b)(3) as a project that has no potential for causing a significant effect on the environment.

SECTION 4. That this uncodified Urgency Ordinance is enacted pursuant to the authority conferred upon the City Council of the City of Lawndale by Government Code Sections 36934 and 36937 and shall be in full force and effect immediately upon its adoption by a four-fifths (4/5) vote of the City Council as if and to the same extent that such ordinance had been adopted pursuant to each of the individual sections set forth hereinabove. **This Urgency Ordinance shall remain in effect until December 31, 2019 11:59 p.m., at which time thereafter AB 1482 will become effective and govern the subject matter of this ordinance.**

SECTION 5. Urgency Findings. That the adoption of this uncodified Urgency Ordinance is necessary for the immediate preservation of the public peace, health or safety, as those terms are defined in Government Code Section 36937(b), in at least the following respects: the City would suffer irreversible displacement of tenants resulting from no-fault evictions during the period before AB 1482 becomes effective.

SECTION 6. 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 and phrase thereof not declared invalid or unconstitutional without regard to whether any portion of the ordinance would be subsequently declared invalid or unconstitutional.

SECTION 7. The City Clerk shall certify to the passage and adoption of this ordinance, and shall make a minute of the passage and adoption thereof in the records of and the proceedings of the City Council at which the same is passed and adopted. This ordinance shall be in full force and effect

immediately after its final passage and adoption, and within fifteen (15) days after its final passage, the City Clerk shall cause it to be posted and published in a newspaper of general circulation in the manner required by law.

PASSED, APPROVED, AND ADOPTED this 18th day of November, 2019.

Robert Pullen-Miles, Mayor

ATTEST:

State of California)
County of Los Angeles) SS
City of Lawndale)

I, Rhonda Hofmann Gorman, City Clerk of the City of Lawndale, California, do hereby certify that the City Council duly introduced the foregoing Urgency Ordinance No. 1166-19 at its regular meeting held on the 18th day of November, 2019, by the following roll call vote:

Name	Voting		Present, Not Voting		Absent
	Aye	No	Abstain	Not Participating	
Robert Pullen-Miles, Mayor					
James H. Osborne, Mayor Pro Tem					
Pat Kearny					
Daniel Reid					
Bernadette Suarez					

Rhonda Hofmann Gorman, City Clerk

Date

APPROVED AS TO FORM:

Tiffany J. Israel, City Attorney



Assembly Bill No. 1482

CHAPTER 597

An act to add and repeal Sections 1946.2, 1947.12, and 1947.13 of the Civil Code, relating to tenancy.

[Approved by Governor October 8, 2019. Filed with Secretary of State October 8, 2019.]

LEGISLATIVE COUNSEL'S DIGEST

AB 1482, Chiu. Tenant Protection Act of 2019: tenancy: rent caps.

Existing law specifies that a hiring of residential real property, for a term not specified by the parties, is deemed to be renewed at the end of the term implied by law unless one of the parties gives written notice to the other of that party's intention to terminate. Existing law requires an owner of a residential dwelling to give notice at least 60 days prior to the proposed date of termination, or at least 30 days prior to the proposed date of termination if any tenant or resident has resided in the dwelling for less than one year, as specified. Existing law requires any notice given by an owner to be given in a prescribed manner, to contain certain information, and to be formatted, as specified.

This bill would, with certain exceptions, prohibit an owner, as defined, of residential real property from terminating a tenancy without just cause, as defined, which the bill would require to be stated in the written notice to terminate tenancy when the tenant has continuously and lawfully occupied the residential real property for 12 months, except as provided. The bill would require, for certain just cause terminations that are curable, that the owner give a notice of violation and an opportunity to cure the violation prior to issuing the notice of termination. The bill, if the violation is not cured within the time period set forth in the notice, would authorize a 3-day notice to quit without an opportunity to cure to be served to terminate the tenancy. The bill would require, for no-fault just cause terminations, as specified, that the owner, at the owner's option, either assist certain tenants to relocate, regardless of the tenant's income, by providing a direct payment of one month's rent to the tenant, as specified, or waive in writing the payment of rent for the final month of the tenancy, prior to the rent becoming due. The bill would require the actual amount of relocation assistance or rent waiver provided to a tenant that fails to vacate after the expiration of the notice to terminate the tenancy to be recoverable as damages in an action to recover possession. The bill would provide that if the owner does not provide relocation assistance, the notice of termination is void. The bill would except certain properties and circumstances from the application of its provisions. The bill would require an owner of residential property to provide prescribed notice to a tenant of the tenant's rights under these

provisions. The bill would not apply to residential real property subject to a local ordinance requiring just cause for termination adopted on or before September 1, 2019, or to residential real property subject to a local ordinance requiring just cause for termination adopted or amended after September 1, 2019, that is more protective than these provisions, as defined. The bill would void any waiver of the rights under these provisions. The bill would repeal these provisions as of January 1, 2030.

Existing law governs the hiring of residential dwelling units and requires a landlord to provide specified notice to tenants prior to an increase in rent. Existing law, the Costa-Hawkins Rental Housing Act, prescribes statewide limits on the application of local rent control with regard to certain properties. That act, among other things, authorizes an owner of residential real property to establish the initial and all subsequent rental rates for a dwelling or unit that meets specified criteria, subject to certain limitations.

This bill would, until January 1, 2030, prohibit an owner of residential real property from, over the course of any 12-month period, increasing the gross rental rate for a dwelling or unit more than 5% plus the percentage change in the cost of living, as defined, or 10%, whichever is lower, of the lowest gross rental rate charged for the immediately preceding 12 months, subject to specified conditions. The bill would prohibit an owner of a unit of residential real property from increasing the gross rental rate for the unit in more than 2 increments over a 12-month period, after the tenant remains in occupancy of the unit over a 12-month period. The bill would exempt certain properties from these provisions. The bill would require the Legislative Analyst's Office to submit a report, on or before January 1, 2030, to the Legislature regarding the effectiveness of these provisions. The bill would provide that these provisions apply to all rent increases occurring on or after March 15, 2019. The bill would provide that in the event that an owner increased the rent by more than the amount specified above between March 15, 2019, and January 1, 2020, the applicable rent on January 1, 2020, shall be the rent as of March 15, 2019, plus the maximum permissible increase, and the owner shall not be liable to the tenant for any corresponding rent overpayment. The bill would authorize an owner who increased the rent by less than the amount specified above between March 15, 2019, and January 1, 2020, to increase the rent twice within 12 months of March 15, 2019, but not by more than the amount specified above. The bill would void any waiver of the rights under these provisions.

The Planning and Zoning Law requires the owner of an assisted housing development in which there will be an expiration of rental restrictions to, among other things, provide notice of the proposed change to each affected tenant household residing in the assisted housing development subject to specified procedures and requirements, and to also provide specified entities notice and an opportunity to submit an offer to purchase the development prior to the expiration of the rental restrictions.

This bill would authorize an owner of an assisted housing development, who demonstrates, under penalty of perjury, compliance with the provisions described above with regard to the expiration of rental restrictions, to

establish the initial unassisted rental rate for units without regard to the cap on rent increases discussed above, but would require the owner to comply with the above cap on rent increases for subsequent rent increases in the development. The bill would authorize an owner of a deed-restricted affordable housing unit or an affordable housing unit subject to a regulatory restriction contained in an agreement with a government agency limiting rental rates that is not within an assisted housing development to establish the initial rental rate for the unit upon the expiration of the restriction, but would require the owner to comply with the above cap on rent increases for subsequent rent increases for the unit. The bill would repeal these provisions on January 1, 2030. The bill would void any waiver of the rights under these provisions. By requiring an owner of an assisted housing development to demonstrate compliance with specified provisions under penalty of perjury, this bill would expand the existing crime of perjury and thus would impose a state-mandated local program.

The California Constitution requires the state to reimburse local agencies and school districts for certain costs mandated by the state. Statutory provisions establish procedures for making that reimbursement.

This bill would provide that no reimbursement is required by this act for a specified reason.

The people of the State of California do enact as follows:

SECTION 1. This act shall be known, and may be cited, as the Tenant Protection Act of 2019.

SEC. 2. Section 1946.2 is added to the Civil Code, to read:

1946.2. (a) Notwithstanding any other law, after a tenant has continuously and lawfully occupied a residential real property for 12 months, the owner of the residential real property shall not terminate the tenancy without just cause, which shall be stated in the written notice to terminate tenancy. If any additional adult tenants are added to the lease before an existing tenant has continuously and lawfully occupied the residential real property for 24 months, then this subdivision shall only apply if either of the following are satisfied:

(1) All of the tenants have continuously and lawfully occupied the residential real property for 12 months or more.

(2) One or more tenants have continuously and lawfully occupied the residential real property for 24 months or more.

(b) For purposes of this section, "just cause" includes either of the following:

(1) At-fault just cause, which is any of the following:

(A) Default in the payment of rent.

(B) A breach of a material term of the lease, as described in paragraph (3) of Section 1161 of the Code of Civil Procedure, including, but not limited to, violation of a provision of the lease after being issued a written notice to correct the violation.

(C) Maintaining, committing, or permitting the maintenance or commission of a nuisance as described in paragraph (4) of Section 1161 of the Code of Civil Procedure.

(D) Committing waste as described in paragraph (4) of Section 1161 of the Code of Civil Procedure.

(E) The tenant had a written lease that terminated on or after January 1, 2020, and after a written request or demand from the owner, the tenant has refused to execute a written extension or renewal of the lease for an additional term of similar duration with similar provisions, provided that those terms do not violate this section or any other provision of law.

(F) Criminal activity by the tenant on the residential real property, including any common areas, or any criminal activity or criminal threat, as defined in subdivision (a) of Section 422 of the Penal Code, on or off the residential real property, that is directed at any owner or agent of the owner of the residential real property.

(G) Assigning or subletting the premises in violation of the tenant's lease, as described in paragraph (4) of Section 1161 of the Code of Civil Procedure.

(H) The tenant's refusal to allow the owner to enter the residential real property as authorized by Sections 1101.5 and 1954 of this code, and Sections 13113.7 and 17926.1 of the Health and Safety Code.

(I) Using the premises for an unlawful purpose as described in paragraph (4) of Section 1161 of the Code of Civil Procedure.

(J) The employee, agent, or licensee's failure to vacate after their termination as an employee, agent, or a licensee as described in paragraph (1) of Section 1161 of the Code of Civil Procedure.

(K) When the tenant fails to deliver possession of the residential real property after providing the owner written notice as provided in Section 1946 of the tenant's intention to terminate the hiring of the real property, or makes a written offer to surrender that is accepted in writing by the landlord, but fails to deliver possession at the time specified in that written notice as described in paragraph (5) of Section 1161 of the Code of Civil Procedure.

(2) No-fault just cause, which includes any of the following:

(A) (i) Intent to occupy the residential real property by the owner or their spouse, domestic partner, children, grandchildren, parents, or grandparents.

(ii) For leases entered into on or after July 1, 2020, clause (i) shall apply only if the tenant agrees, in writing, to the termination, or if a provision of the lease allows the owner to terminate the lease if the owner, or their spouse, domestic partner, children, grandchildren, parents, or grandparents, unilaterally decides to occupy the residential real property. Addition of a provision allowing the owner to terminate the lease as described in this clause to a new or renewed rental agreement or fixed-term lease constitutes a similar provision for the purposes of subparagraph (E) of paragraph (1).

(B) Withdrawal of the residential real property from the rental market.

(C) (i) The owner complying with any of the following:

(I) An order issued by a government agency or court relating to habitability that necessitates vacating the residential real property.

(II) An order issued by a government agency or court to vacate the residential real property.

(III) A local ordinance that necessitates vacating the residential real property.

(ii) If it is determined by any government agency or court that the tenant is at fault for the condition or conditions triggering the order or need to vacate under clause (i), the tenant shall not be entitled to relocation assistance as outlined in paragraph (3) of subdivision (d).

(D) (i) Intent to demolish or to substantially remodel the residential real property.

(ii) For purposes of this subparagraph, “substantially remodel” means the replacement or substantial modification of any structural, electrical, plumbing, or mechanical system that requires a permit from a governmental agency, or the abatement of hazardous materials, including lead-based paint, mold, or asbestos, in accordance with applicable federal, state, and local laws, that cannot be reasonably accomplished in a safe manner with the tenant in place and that requires the tenant to vacate the residential real property for at least 30 days. Cosmetic improvements alone, including painting, decorating, and minor repairs, or other work that can be performed safely without having the residential real property vacated, do not qualify as substantial rehabilitation.

(c) Before an owner of residential real property issues a notice to terminate a tenancy for just cause that is a curable lease violation, the owner shall first give notice of the violation to the tenant with an opportunity to cure the violation pursuant to paragraph (3) of Section 1161 of the Code of Civil Procedure. If the violation is not cured within the time period set forth in the notice, a three-day notice to quit without an opportunity to cure may thereafter be served to terminate the tenancy.

(d) (1) For a tenancy for which just cause is required to terminate the tenancy under subdivision (a), if an owner of residential real property issues a termination notice based on a no-fault just cause described in paragraph (2) of subdivision (b), the owner shall, regardless of the tenant’s income, at the owner’s option, do one of the following:

(A) Assist the tenant to relocate by providing a direct payment to the tenant as described in paragraph (3).

(B) Waive in writing the payment of rent for the final month of the tenancy, prior to the rent becoming due.

(2) If an owner issues a notice to terminate a tenancy for no-fault just cause, the owner shall notify the tenant of the tenant’s right to relocation assistance or rent waiver pursuant to this section. If the owner elects to waive the rent for the final month of the tenancy as provided in subparagraph (B) of paragraph (1), the notice shall state the amount of rent waived and that no rent is due for the final month of the tenancy.

(3) (A) The amount of relocation assistance or rent waiver shall be equal to one month of the tenant’s rent that was in effect when the owner issued

the notice to terminate the tenancy. Any relocation assistance shall be provided within 15 calendar days of service of the notice.

(B) If a tenant fails to vacate after the expiration of the notice to terminate the tenancy, the actual amount of any relocation assistance or rent waiver provided pursuant to this subdivision shall be recoverable as damages in an action to recover possession.

(C) The relocation assistance or rent waiver required by this subdivision shall be credited against any other relocation assistance required by any other law.

(4) An owner's failure to strictly comply with this subdivision shall render the notice of termination void.

(e) This section shall not apply to the following types of residential real properties or residential circumstances:

(1) Transient and tourist hotel occupancy as defined in subdivision (b) of Section 1940.

(2) Housing accommodations in a nonprofit hospital, religious facility, extended care facility, licensed residential care facility for the elderly, as defined in Section 1569.2 of the Health and Safety Code, or an adult residential facility, as defined in Chapter 6 of Division 6 of Title 22 of the Manual of Policies and Procedures published by the State Department of Social Services.

(3) Dormitories owned and operated by an institution of higher education or a kindergarten and grades 1 to 12, inclusive, school.

(4) Housing accommodations in which the tenant shares bathroom or kitchen facilities with the owner who maintains their principal residence at the residential real property.

(5) Single-family owner-occupied residences, including a residence in which the owner-occupant rents or leases no more than two units or bedrooms, including, but not limited to, an accessory dwelling unit or a junior accessory dwelling unit.

(6) A duplex in which the owner occupied one of the units as the owner's principal place of residence at the beginning of the tenancy, so long as the owner continues in occupancy.

(7) Housing that has been issued a certificate of occupancy within the previous 15 years.

(8) Residential real property that is alienable separate from the title to any other dwelling unit, provided that both of the following apply:

(A) The owner is not any of the following:

(i) A real estate investment trust, as defined in Section 856 of the Internal Revenue Code.

(ii) A corporation.

(iii) A limited liability company in which at least one member is a corporation.

(B) (i) The tenants have been provided written notice that the residential property is exempt from this section using the following statement:

“This property is not subject to the rent limits imposed by Section 1947.12 of the Civil Code and is not subject to the just cause requirements of Section 1946.2 of the Civil Code. This property meets the requirements of Sections 1947.12 (d)(5) and 1946.2 (e)(8) of the Civil Code and the owner is not any of the following: (1) a real estate investment trust, as defined by Section 856 of the Internal Revenue Code; (2) a corporation; or (3) a limited liability company in which at least one member is a corporation.”

(ii) For a tenancy existing before July 1, 2020, the notice required under clause (i) may, but is not required to, be provided in the rental agreement.

(iii) For any tenancy commenced or renewed on or after July 1, 2020, the notice required under clause (i) must be provided in the rental agreement.

(iv) Addition of a provision containing the notice required under clause (i) to any new or renewed rental agreement or fixed-term lease constitutes a similar provision for the purposes of subparagraph (E) of paragraph (1) of subdivision (b).

(9) Housing restricted by deed, regulatory restriction contained in an agreement with a government agency, or other recorded document as affordable housing for persons and families of very low, low, or moderate income, as defined in Section 50093 of the Health and Safety Code, or subject to an agreement that provides housing subsidies for affordable housing for persons and families of very low, low, or moderate income, as defined in Section 50093 of the Health and Safety Code or comparable federal statutes.

(f) An owner of residential real property subject to this section shall provide notice to the tenant as follows:

(1) For any tenancy commenced or renewed on or after July 1, 2020, as an addendum to the lease or rental agreement, or as a written notice signed by the tenant, with a copy provided to the tenant.

(2) For a tenancy existing prior to July 1, 2020, by written notice to the tenant no later than August 1, 2020, or as an addendum to the lease or rental agreement.

(3) The notification or lease provision shall be in no less than 12-point type, and shall include the following:

“California law limits the amount your rent can be increased. See Section 1947.12 of the Civil Code for more information. California law also provides that after all of the tenants have continuously and lawfully occupied the property for 12 months or more or at least one of the tenants has continuously and lawfully occupied the property for 24 months or more, a landlord must provide a statement of cause in any notice to terminate a tenancy. See Section 1946.2 of the Civil Code for more information.”

The provision of the notice shall be subject to Section 1632.

(g) (1) This section does not apply to the following residential real property:

(A) Residential real property subject to a local ordinance requiring just cause for termination of a residential tenancy adopted on or before September 1, 2019, in which case the local ordinance shall apply.

(B) Residential real property subject to a local ordinance requiring just cause for termination of a residential tenancy adopted or amended after September 1, 2019, that is more protective than this section, in which case the local ordinance shall apply. For purposes of this subparagraph, an ordinance is “more protective” if it meets all of the following criteria:

(i) The just cause for termination of a residential tenancy under the local ordinance is consistent with this section.

(ii) The ordinance further limits the reasons for termination of a residential tenancy, provides for higher relocation assistance amounts, or provides additional tenant protections that are not prohibited by any other provision of law.

(iii) The local government has made a binding finding within their local ordinance that the ordinance is more protective than the provisions of this section.

(2) A residential real property shall not be subject to both a local ordinance requiring just cause for termination of a residential tenancy and this section.

(3) A local ordinance adopted after September 1, 2019, that is less protective than this section shall not be enforced unless this section is repealed.

(h) Any waiver of the rights under this section shall be void as contrary to public policy.

(i) For the purposes of this section, the following definitions shall apply:

(1) “Owner” and “residential real property” have the same meaning as those terms are defined in Section 1954.51.

(2) “Tenancy” means the lawful occupation of residential real property and includes a lease or sublease.

(j) This section shall remain in effect only until January 1, 2030, and as of that date is repealed.

SEC. 3. Section 1947.12 is added to the Civil Code, to read:

1947.12. (a) (1) Subject to subdivision (b), an owner of residential real property shall not, over the course of any 12-month period, increase the gross rental rate for a dwelling or a unit more than 5 percent plus the percentage change in the cost of living, or 10 percent, whichever is lower, of the lowest gross rental rate charged for that dwelling or unit at any time during the 12 months prior to the effective date of the increase. In determining the lowest gross rental amount pursuant to this section, any rent discounts, incentives, concessions, or credits offered by the owner of such unit of residential real property and accepted by the tenant shall be excluded. The gross per-month rental rate and any owner-offered discounts, incentives, concessions, or credits shall be separately listed and identified in the lease or rental agreement or any amendments to an existing lease or rental agreement.

(2) If the same tenant remains in occupancy of a unit of residential real property over any 12-month period, the gross rental rate for the unit of residential real property shall not be increased in more than two increments over that 12-month period, subject to the other restrictions of this subdivision governing gross rental rate increase.

(b) For a new tenancy in which no tenant from the prior tenancy remains in lawful possession of the residential real property, the owner may establish the initial rental rate not subject to subdivision (a). Subdivision (a) is only applicable to subsequent increases after that initial rental rate has been established.

(c) A tenant of residential real property subject to this section shall not enter into a sublease that results in a total rent for the premises that exceeds the allowable rental rate authorized by subdivision (a). Nothing in this subdivision authorizes a tenant to sublet or assign the tenant's interest where otherwise prohibited.

(d) This section shall not apply to the following residential real properties:

(1) Housing restricted by deed, regulatory restriction contained in an agreement with a government agency, or other recorded document as affordable housing for persons and families of very low, low, or moderate income, as defined in Section 50093 of the Health and Safety Code, or subject to an agreement that provides housing subsidies for affordable housing for persons and families of very low, low, or moderate income, as defined in Section 50093 of the Health and Safety Code or comparable federal statutes.

(2) Dormitories constructed and maintained in connection with any higher education institution within the state for use and occupancy by students in attendance at the institution.

(3) Housing subject to rent or price control through a public entity's valid exercise of its police power consistent with Chapter 2.7 (commencing with Section 1954.50) that restricts annual increases in the rental rate to an amount less than that provided in subdivision (a).

(4) Housing that has been issued a certificate of occupancy within the previous 15 years.

(5) Residential real property that is alienable separate from the title to any other dwelling unit, provided that both of the following apply:

(A) The owner is not any of the following:

(i) A real estate investment trust, as defined in Section 856 of the Internal Revenue Code.

(ii) A corporation.

(iii) A limited liability company in which at least one member is a corporation.

(B) (i) The tenants have been provided written notice that the residential real property is exempt from this section using the following statement:

"This property is not subject to the rent limits imposed by Section 1947.12 of the Civil Code and is not subject to the just cause requirements of Section 1946.2 of the Civil Code. This property meets the requirements of Sections

1947.12 (c)(5) and 1946.2 (e)(7) of the Civil Code and the owner is not any of the following: (1) a real estate investment trust, as defined by Section 856 of the Internal Revenue Code; (2) a corporation; or (3) a limited liability company in which at least one member is a corporation.”

(ii) For a tenancy existing before July 1, 2020, the notice required under clause (i) may, but is not required to, be provided in the rental agreement.

(iii) For a tenancy commenced or renewed on or after July 1, 2020, the notice required under clause (i) must be provided in the rental agreement.

(iv) Addition of a provision containing the notice required under clause (i) to any new or renewed rental agreement or fixed-term lease constitutes a similar provision for the purposes of subparagraph (E) of paragraph (1) of subdivision (b) of Section 1946.2.

(6) A duplex in which the owner occupied one of the units as the owner’s principal place of residence at the beginning of the tenancy, so long as the owner continues in occupancy.

(e) An owner shall provide notice of any increase in the rental rate, pursuant to subdivision (a), to each tenant in accordance with Section 827.

(f) (1) On or before January 1, 2030, the Legislative Analyst’s Office shall report to the Legislature regarding the effectiveness of this section and Section 1947.13. The report shall include, but not be limited to, the impact of the rental rate cap pursuant to subdivision (a) on the housing market within the state.

(2) The report required by paragraph (1) shall be submitted in compliance with Section 9795 of the Government Code.

(g) For the purposes of this section, the following definitions shall apply:

(1) “Owner” and “residential real property” shall have the same meaning as those terms are defined in Section 1954.51.

(2) “Percentage change in the cost of living” means the percentage change from April 1 of the prior year to April 1 of the current year in the regional Consumer Price Index for the region where the residential real property is located, as published by the United States Bureau of Labor Statistics. If a regional index is not available, the California Consumer Price Index for All Urban Consumers for all items, as determined by the Department of Industrial Relations, shall apply.

(3) “Tenancy” means the lawful occupation of residential real property and includes a lease or sublease.

(h) (1) This section shall apply to all rent increases subject to subdivision (a) occurring on or after March 15, 2019. This section shall become operative January 1, 2020.

(2) In the event that an owner has increased the rent by more than the amount permissible under subdivision (a) between March 15, 2019, and January 1, 2020, both of the following shall apply:

(A) The applicable rent on January 1, 2020, shall be the rent as of March 15, 2019, plus the maximum permissible increase under subdivision (a).

(B) An owner shall not be liable to the tenant for any corresponding rent overpayment.

(3) An owner of residential real property subject to subdivision (a) who increased the rental rate on that residential real property on or after March 15, 2019, but prior to January 1, 2020, by an amount less than the rental rate increase permitted by subdivision (a) shall be allowed to increase the rental rate twice, as provided in paragraph (2) of subdivision (a), within 12 months of March 15, 2019, but in no event shall that rental rate increase exceed the maximum rental rate increase permitted by subdivision (a).

(i) Any waiver of the rights under this section shall be void as contrary to public policy.

(j) This section shall remain in effect until January 1, 2030, and as of that date is repealed.

(k) (1) The Legislature finds and declares that the unique circumstances of the current housing crisis require a statewide response to address rent gouging by establishing statewide limitations on gross rental rate increases.

(2) It is the intent of the Legislature that this section should apply only for the limited time needed to address the current statewide housing crisis, as described in paragraph (1). This section is not intended to expand or limit the authority of local governments to establish local policies regulating rents consistent with Chapter 2.7 (commencing with Section 1954.50), nor is it a statement regarding the appropriate, allowable rental rate increase when a local government adopts a policy regulating rent that is otherwise consistent with Chapter 2.7 (commencing with Section 1954.50).

(3) Nothing in this section authorizes a local government to establish limitations on any rental rate increases not otherwise permissible under Chapter 2.7 (commencing with Section 1954.50), or affects the existing authority of a local government to adopt or maintain rent controls or price controls consistent with that chapter.

SEC. 4. Section 1947.13 is added to the Civil Code, to read:

1947.13. (a) Notwithstanding Section 1947.12, upon the expiration of rental restrictions, the following shall apply:

(1) The owner of an assisted housing development who demonstrates, under penalty of perjury, compliance with all applicable provisions of Sections 65863.10, 65863.11, and 65863.13 of the Government Code and any other applicable law or regulation intended to promote the preservation of assisted housing, may establish the initial unassisted rental rate for units in the applicable housing development. Any subsequent rent increase in the development shall be subject to Section 1947.12.

(2) The owner of a deed-restricted affordable housing unit or an affordable housing unit subject to a regulatory restriction contained in an agreement with a government agency limiting rental rates that is not within an assisted housing development may establish the initial rental rate for the unit upon the expiration of the restriction. Any subsequent rent increase for the unit shall be subject to Section 1947.12.

(b) For purposes of this section:

(1) "Assisted housing development" has the same meaning as defined in paragraph (3) of subdivision (a) of Section 65863.10 of the Government Code.

(2) "Expiration of rental restrictions" has the same meaning as defined in paragraph (5) of subdivision (a) of Section 65863.10 of the Government Code.

(c) This section shall remain in effect until January 1, 2030, and as of that date is repealed.

(d) Any waiver of the rights under this section shall be void as contrary to public policy.

SEC. 5. No reimbursement is required by this act pursuant to Section 6 of Article XIII B of the California Constitution because the only costs that may be incurred by a local agency or school district will be incurred because this act creates a new crime or infraction, eliminates a crime or infraction, or changes the penalty for a crime or infraction, within the meaning of Section 17556 of the Government Code, or changes the definition of a crime within the meaning of Section 6 of Article XIII B of the California Constitution.



CITY OF LAWDALE
14717 BURIN AVENUE, LAWDALE, CALIFORNIA 90260
PHONE (310) 973-3200 ♦ www.lawndalecity.org

DATE: November 18, 2019
TO: Honorable Mayor and City Council
FROM: Matthew R. Ceballos, Assistant City Clerk *MC*
SUBJECT: Mayor/Councilmember Report of Attendance at Meetings and/or Events

No supporting documentation was forwarded to the City Clerk Department for this item.



CITY OF LAWNDALE
14717 BURIN AVENUE, LAWNDALE, CALIFORNIA 90260
PHONE (310) 973-3200 ♦ www.lawndalecity.org

DATE: November 18, 2019

TO: Honorable Mayor and City Council

FROM: Matthew R. Ceballos, Assistant City Clerk *mc*

SUBJECT: Conference with Labor Negotiator - Local 1895, Council 36, American Federation of State, County and Municipal Employees, AFL-CIO, representing the City's mid-management and classified employees

No public documents were forwarded to the City Clerk Department for this item.



CITY OF LAWNDALE
14717 BURIN AVENUE, LAWNDALE, CALIFORNIA 90260
PHONE (310) 973-3200 ♦ www.lawndalecity.org

DATE: November 18, 2019

TO: Honorable Mayor and City Council

FROM: Matthew R. Ceballos, Assistant City Clerk *mc*

SUBJECT: Conference with Legal Counsel – Anticipated Litigation (CA 4th District Court of Appeal Division 3 - Case No. G058540)

No public documents were forwarded to the City Clerk Department for this item.