



CITY OF LAWNDALE

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

AGENDA LAWNDALE CITY COUNCIL REGULAR MEETING Tuesday, February 16, 2021 - 6:30 p.m. Lawndale City Hall Council Chamber 14717 Burin Avenue

How to observe the Meeting:

To maximize public safety while still maintaining transparency and public access, members of the public can observe the meeting on [YouTube “Lawndale CityTV”](#), the [City Website](#), or Lawndale Community Cable Television on Spectrum & Frontier Channel 3.

How to submit Public Comment:

Members of the public may provide public comment by sending comments to the Clerk by email at cityclerk@lawndalecity.org. Please submit your written comments as early as possible, preferably prior to the start of the meeting or if you are unable to email, please call the City Clerk's Office at (310) 973-3213 by 5:30 p.m. on the date of the meeting. Email comments must identify the Agenda Item Number in the subject line of the email. The public comment period will close once the public comment time for the agenda item has concluded. The comments will be entered into the record and provided to the Council. All comments should be a maximum of 500 words, which corresponds to approximately 3 minutes of speaking time. Please see the [Temporary eComment Policy for Public Meetings](#).

Copies of this Agenda packet may be obtained prior to the meeting outside of the Lawndale City Hall foyer or on the [City Website](#). 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)
- C. **PUBLIC SAFETY REPORT**
- D. **ORAL COMMUNICATIONS - ITEMS NOT ON THE AGENDA** (Public Comments)
- E. **COMMENTS FROM COUNCIL**
- F. **CONSENT CALENDAR**

Items 1 through 7, will be considered and acted upon under one motion unless a City Councilmember removes individual items for further City 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. **Updating City Council Policy No. 77-04 (Records and Information Management), Adding Authorization to Destroy Paper after Imaging/Trustworthy Electronic Records Compliance**

Recommendation: that the City Council adopt Resolution No. CC- 2102-006, Updating City Council Policy No. 77-04 (Records and Information Management), Adding Authorization to Destroy Paper after Imaging/Trustworthy Electronic Records Compliance.

3. **Conditional Approval of 2021 Fireworks Permits**

Recommendation: that the City Council award seven (7) conditional 2021 Fireworks permits to Christian Heritage Church, Foursquare Church of Lawndale, Lawndale Chamber of Commerce, Lawndale Little League, Lawndale Rotary Club, Lawndale Parks, Recreation and Social Services Commission, and Wesleyan Church of Lawndale.

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 adopt Resolution No. CC-2102-005, authorizing the payment of certain claims and demands in the amount of \$96,912.75.

6. **Minutes of the Lawndale City Council Regular Meeting – February 1, 2021**

Recommendation: that the City Council approve.

7. **Minutes of the Lawndale City Council Special Meeting – February 10, 2021**

Recommendation: that the City Council approve.

G. **PUBLIC HEARINGS**

8. **Amendment to Title 17 of the Lawndale Municipal Code, Pertaining to the Development Standards for Accessory Dwelling Units (ADU), to Reflect Recent Changes in State Law**

Recommendation: that the City Council (a) conduct a public hearing; (b) determine that Ordinance No. 1178-21 is exempt from the California Environmental Quality Act (“CEQA”) pursuant to Section 15061(b)(3) of the CEQA Guidelines; and (c) introduce and approve the first reading of Ordinance No. 1178-21, amending Lawndale Municipal Code Title 17 regarding Accessory Dwelling Units (ADU) development standards to reflect recent changes in state law.

9. **Amendment to Chapter 17.50 of the Lawndale Municipal Code, Density Bonus Provisions for Residential Units, to Reflect Recent Changes in State Law**

Recommendation: that the City Council (a) conduct a public hearing; (b) determine that Ordinance No. 1179-21 is exempt from the California Environmental Quality Act (“CEQA”) pursuant to Section 15061(b)(3) of the CEQA Guidelines; and (c) introduce and approve the first reading of Ordinance No. 1179-21, amending Chapter 17.50 of the Lawndale Municipal Code, Density Bonus Provisions for Residential Units, to reflect recent changes in state law.

H. ADMINISTRATION

10. Project Development Update

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

11. Award Contract for Solid Waste Consulting Services

Recommendation: that the City Council (a) award the contract for the Solid Waste Consulting Services to HF&H Consultants, LLC in the amount of \$261,000 for the 29 month service period from February 1, 2021 through June 30, 2023; (b) authorize an increase in AB939 contract services appropriations for Fiscal Year 2020-21 in the amount of \$44,289.

12. Illegal Fireworks Suppression Plan for 2021

Recommendation: that the City Council review the proposed Illegal Fireworks Suppression Plan for 2021, and provide direction on the strategies presented in this staff report.

I. CITY MANAGER'S REPORT

J. ITEMS FROM CITY COUNCILMEMBERS

13. Mayor/City Councilmembers Report of Attendance at Meetings and/or Events

K. CLOSED SESSION

14. Conference with Legal Counsel – Existing Litigation

The City Council will conduct a closed session, pursuant to Government Code section 54956.9(d) (1), to confer with legal counsel regarding litigation to which the City is a party. The title of such litigation is as follows: Lawndale vs. Metropolitan Transportation Authority; Case Number 20STCP02875; L.A. County Superior Court.

L. ADJOURNMENT

The next regularly scheduled meeting of the City Council will be held at 6:30 p.m. on Monday, March 1, 2021 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 February 16, 2021 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: February 16, 2021
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 ♦ www.lawndalecity.org

DATE: February 16, 2021

TO: Honorable Mayor and City Council

FROM: Kevin M. Chun, City Manager *[Signature]*

PREPARED BY: Matthew Ceballos, Assistant City Clerk *[Signature]*

SUBJECT: **Updating City Council Policy No. 77-04 (Records and Information Management), Adding Authorization to Destroy Paper after Imaging/Trustworthy Electronic Records Compliance**

BACKGROUND

On July 20, 2020, City Council passed Resolution No. CC-2007-040, which approved and adopted an updated Citywide Records Retention Schedule and City Council Policy No. 77-04 (Records and Information Management).

STAFF REVIEW

In an ongoing effort to modernize records management, free up physical space, and make records more accessible to both staff and the public, staff is recommending adding a process to destroy the paper/physical media version of a record and rely on a vetted, unmodifiable digital image as the “Official Record.”

In order to avoid any unintended records destruction and to ensure adequate quality control/quality assurance, the following process have been added:

- Images have been quality checked, by multiple staff, and contain all significant details from the original and are an adequate substitute for the original document for all purposes for which the document was created or maintained.
- Indexing has been verified and quality checked, by multiple staff.
- Images have been placed on unalterable optical media that cannot be altered or changed (DVD-R, Blue-Ray-R, CD-R, or WORM – Write Once, Read Many unalterable media).
- The unalterable optical media has been stored in a safe and separate location.
- Duplications and redundancies are put in place to ensure preservation of the digital media.

Staff intends to use this process for large volumes of records that are retained for a lengthy amount of time (e.g., >10 years). Staff has purchased an M-Disc/Blue-Ray (Write Once, Read Many) writer/reader and is exploring cloud-based systems to use as a read-only records repository.

LEGAL REVIEW

The City Attorney’s office has reviewed Resolution No. 2102-006 and has approved it to form.

City Council Meeting – February 16, 2021
Updating City Council Policy No. 77-04 (Records and Information Management), Adding
Authorization to Destroy Paper after Imaging/Trustworthy Electronic Records Compliance

FISCAL IMPACT

None.

RECOMMENDATION

Staff recommends that the City Council adopt Resolution No. CC- 2102-006, Updating City Council Policy No. 77-04 (Records and Information Management), Adding Authorization to Destroy Paper after Imaging/Trustworthy Electronic Records Compliance.

Attachments: Resolution No. CC-2102-006

RESOLUTION NO. CC-2102-006

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF LAWDALE, CALIFORNIA
UPDATING THE PROCESS AUTHORIZING
DESTRUCTION OF CERTAIN CITY RECORDS
UPON COMPLIANCE WITH SPECIFIED PROCEDURES**

WHEREAS, the maintenance of numerous records is expensive, slows document retrieval, and is not necessary after a certain period of time for the effective and efficient operation of the government of the City of Lawndale; and

WHEREAS, Section 34090 of the Government Code of the State of California provides a procedure whereby any City record which has served its purpose and is no longer required may be destroyed; and

WHEREAS, the State of California has adopted guidelines for retention period for various government records; and

WHEREAS, the City Council of the City of Lawndale has established a Council Policy Manual to set forth and identify policies of the City Council which may not otherwise be established in ordinances of the City, or which are restated to further amplify existing City policy; and

WHEREAS, all policies included in the Council Policy Manual are adopted by resolution; and

WHEREAS, the City Council of the City of Lawndale previously adopted Resolution CC-2007-040 adopting a Citywide retention schedule as Council Policy No. 77-04; and

WHEREAS, the City Council desires to adopt a process to authorize to the destruction of paper/physical records after imaging/trustworthy electronic records compliance as an updated version of Council Policy No. 77-04.

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

SECTION 1. The City Council approves the updates to Policy No. 77-04, entitled "Records and Information Management", as attached hereto as Exhibit "A", and incorporated herein by this reference, as if fully set forth herein and directs City staff to include said updated policy in the Policy Manual.

SECTION 2. The records of the City of Lawndale, as set forth in City Council Policy on Exhibit "C", attached hereto and incorporated herein by this reference, specifying The Director of the Department responsible for authorizing the substitution and subsequent destruction request of hardcopy/physical records after imaging and trustworthy records compliance and shall submit proof of records storage and an Authorization to Destroy Paper after Imaging/Trustworthy Electronic Records Compliance Form.

SECTION 3. The term "records" as used herein shall include documents, instructions, books, microforms, electronic files, magnetic tape, optical media, or papers; as defined by the California

Public Records Act.

SECTION 4. The City Clerk shall certify to the passage and adoption of this resolution and enter it into the book of original resolutions.

SECTION 6. This resolution shall become effective immediately upon its passage and adoption.

PASSED, APPROVED AND ADOPTED this 16th day of February, 2021.

Robert Pullen-Miles, Mayor

ATTEST:

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

I, Erica Harbison, 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-2102-006 at a regular meeting of said Council held on the 16th day of February, 2021, by the following roll call vote:

Name	Voting		Present, Not Voting		Absent
	Aye	No	Abstain	Not Participating	
Robert Pullen-Miles, Mayor					
Pat Kearney, Mayor Pro Tem					
Bernadette Suarez					
Rhonda Hofmann Gorman					
Sirley Cuevas					

 Erica Harbison, City Clerk

APPROVED AS TO FORM:

 Gregory M. Murphy, City Attorney

Exhibit “A

COUNCIL POLICY

<u>SUBJECT:</u> Records and Information Management	<u>POLICY NO.:</u> 77-04	<u>DATE ADOPTED:</u>
	<u>AUTHORITY:</u> a) Resolution CC-0402-010... b) Resolution CC-1506-019 c) Resolution No. CC-1703-010 d) Resolution No. CC-1711-054 e) Resolution No. CC-2007-040 <u>f) Resolution No. CC- 2102-006</u>	a) 2/17/04 b) 6/1/15 c) 3/6/17 d) 11/6/17 e) 7/20/20 <u>f) 2/16/21</u>

PROGRAM PURPOSE:

1. To control the organization, maintenance, retention, preservation and disposition of the City's records in a uniform manner and in accordance with federal, state and local laws, ordinances, regulations or rules, contractual requirements and best business practices. The term "records" includes any writing containing information relating to the conduct of the public's business prepared, owned, used or retained by the City regardless of physical form or characteristics. The term "writing" includes handwriting, typewriting, printing, photostating, photographing and every other means of recording upon any form of communication or representation including letters, words, pictures, sounds or symbols, or any combination thereof, and all papers, maps, magnetic or paper tapes, photographic films and prints, magnetic or punched cards, discs, drums, optical storage devices and other documents.
2. To ensure the following:
 - a. That City records are available when needed, maintained in the appropriate place, and in possession of the appropriate department staff;
 - b. That permanent records are retained;
 - c. That historical records are retained; and
 - d. That non-essential, non-historical records are appropriately destroyed when the need for their existence has ended.

POLICY:

OBJECTIVES: The objectives of the policy are:

1. Preservation of records with long-term or permanent value;
2. Protection of records vital to the continuation of City operations in the event of a disaster;
3. Reduction or elimination of unnecessary, duplicate records and staff time;
4. Reduction of potential offsite storage cost and maintenance;
5. Orderly destruction of records no longer required for administrative/operational, legal, fiscal or historical purposes; **and**

6. Orderly destruction of hardcopy/physical records after imaging and trustworthy records compliance; and

76. Documentation of records destroyed.

City records are authorized to be destroyed on an ongoing basis in accordance with the retention periods prescribed by the Records Retention Schedule (Exhibit "A"). . The Director of the Department responsible for records requested to be destroyed shall submit the records and a *Records Destruction Authorization Form* (Exhibit "B") to the City Clerk. The Records Destruction Authorization Form shall be approved by the Department Director, City Attorney and City Manager, and verified by the City Clerk Department.

The Director of the Department responsible for authorizing the substitution and subsequent destruction request of hardcopy/physical records after imaging and trustworthy records compliance and shall submit proof of records storage and an *Authorization to Destroy Paper after Imaging/Trustworthy Electronic Records Compliance Form* (Exhibit "C") to the City Clerk.

The Records Retention Schedule, attached hereto as Exhibit "A", shall serve to govern the disposition of City records, as the schedule specifies the minimum length of time records shall be maintained either in Departmental files or the City's archives. When more than one legal citation applies to a particular record, the longest retention period shall apply. The City may require a longer retention period than that period established by law based on Departmental preference and/or best business practice.

Notwithstanding the provisions herein and in accordance with Government Code Section 34090, the City is not authorized to destroy any of the following records for any reason:

- Records affecting the title of real property or liens thereon
- Court records or records relating to legal proceedings
- Records required to be kept by statute
- Records less than two years old
- The minutes, ordinances or resolutions of the City Council of the City or of any city board or commission

PROCEDURES:

On a routine, ongoing basis, City staff shall review all records under their control which have been retained for the period of time required by the Records Retention Schedule. All records shall be categorized within one of the Records Retention Categories as set forth in Exhibit "A", attached hereto, which may be amended by resolution of the City Council. Such records shall also be assessed for the following:

Administrative/Operational Value - Records are administratively valuable when they assist the City in performing its primary functions, including current and future work.

Legal Value - Records with legal value are required to be retained by law and/or contain evidence of legally enforceable rights or obligations of the City.

Fiscal Value - Records with fiscal value contain information pertinent to the City's financial transactions, especially when they are required for audit and tax purposes.

Historical Value - Historical documents reflect significant events and trends over time.

Upon determining that specific records no longer retain any of the values described, above, and are obsolete, and non-essential, staff will identify the appropriate category of the record, verify the date of the record and request their destruction. An Authority to Destroy Records form, fully describing each record, must be submitted with the records to the City Clerk's Department.

Prior to the destruction of any records, the Department Director, City Manager and City Attorney must authorize such destruction by signing the Authority to Destroy Records form. It is imperative that signatories carefully review both the form and the records themselves to determine whether the records listed are involved in litigation or if there is an administrative and/or operational requirement, or an exemption, which may require an extension of the customary retention period.

All records identified as vital or permanent records shall be protected against theft or damage. Vital and permanent records in their original form shall be secured in an off-site controlled environment, as well as preserved digitally. Non-vital or Non-Permanent records necessary to the conduct of normal business can also be preserved and produced in whatever photographic, micrographic or electronic means determined by the Department Director to be most effective.

The City Council, City Attorney and City staff shall each be responsible for future records management policy development and procedural implementation, as follows:

City Council - The City Council shall approve, by resolution, all records and information management policies, retention schedules, any amendments thereto..

City Manager - The City Manager shall:

1. Periodically confirm that all departments comply with the records management policy;
2. Present to the City Council recommendations for policy amendments;
3. Review and approve/disapprove all Records Destruction Authorization Form; and
4. Perform the responsibilities of Department Director for Administrative Services (as listed below).

City Attorney - The City Attorney shall:

1. Review recommendations to the City Council regarding amendments to records management policies or document retention schedules;
2. Review and approve/disapprove all Records Destruction Authorization Forms before records may be destroyed; and
3. Notify the City Clerk's Department immediately of all document discovery requests or any other situations which may arise that would require the City to refrain from destroying records.

City Clerk - The City Clerk, or his/her designee, shall be responsible for the following:

1. In consultation with the City Attorney, present recommendations to the City Manager for amendments to records management policies or records retention schedules;

2. Create, maintain and distribute forms necessary to implement the records management program;
3. Review non-essential, obsolete records and Records Destruction Authorization Forms submitted by departments and verify that the documents proposed for destruction are those attached to the form; recommend approval/disapproval of Authorization forms and forward to the City Manager and City Attorney;
4. Supervise the destruction of records, ensuring that confidential records are destroyed by shredding;
5. Certify the destruction of records and maintain a permanent file of Records Destruction Authorization Form and Certificates of Records Destruction (if applicable to confidential records); and
6. Perform the responsibilities of Department Director listed below.

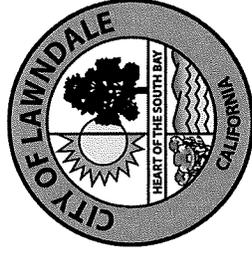
Department Director - The designated director/lead of each City department shall:

1. Create and maintain reliable and accurate filing systems to ensure the efficient maintenance, retrieval and disposition of records under their control;
2. Institute systems and procedures to protect vital records and ensure their availability in the event of a disaster;
3. On an ongoing basis, identify non-essential, obsolete records and forward such records to the City Clerk's Department to be considered for destruction;
4. Submit to the City Clerk's Department a complete Records Destruction Authorization Form when seeking to destroy records and the records proposed for destruction;
5. Ensure that no City records are destroyed prior to the expiration of their required retention period;
6. Forward to the City Clerk's Department for retention all records which have historical value; and
7. Submit requests to the City Clerk's Department for records management policy or retention schedule amendments.

The records of the City as set forth in the approved departmental Records Retention Schedules are authorized to be destroyed and said destruction shall be witnessed by City Clerk Department Staff.

CITY OF LAWINDALE

RECORDS RETENTION SCHEDULE



Approved February 17, 2004
Resolution No. CC-0402-010
Amended July 20, 2020
Resolution No. CC-2007-040

Latest Revision July 20, 2020

INTRODUCTION

In 1999, the California legislature added Section 12236 to the Government Code, requiring the Secretary of State to establish a Local Government Records Program to develop records retention guidelines and an archival support program. The "Local Government Records Management Guidelines" subsequently published by the State Archives in August 2001 provided the model from which the City of Lawndale Records Retention Schedule was developed. It is important that City staff periodically review the Records Retention Schedule, and present appropriate amendments to the City Council in accordance with changes in law and/or City policies and operational procedures.

The Records Retention Schedule has been divided into departmental sections to enable staff members to quickly determine the required retention period for documents stored in their department. Each departmental section is further divided into subsections, each representing large categories of records. Finally, specific information is included for each record series maintained in the department, as follows:

Record Series: Record series are groups of records which deal with a particular subject, result from the same activity, or have a special form. They are generally maintained under a single filing system and treated as a unit. Depending on their purpose, a record series may contain only one or many different types of individual documents.

Vital Record: Vital records contain information which: 1) is essential for the City to resume operation after a disaster; 2) is pertinent to claims to present or future income; 3) is necessary to protect the City against fraud or overpayment; or 4) furnish data on current assets, equipment, securities and real estate. Many permanent records are classified as vital records because their historical value warrant special protection from theft or damage.

Retention: The retention period is the minimum amount of time the record series must be maintained by the City. Unless otherwise noted, retention periods are expressed in years. Some retention periods have been administratively extended beyond the legal requirement for operational reasons. In cases where a department retains a copy of a certain record series, the original of which is stored in another department, the retention period for copies may have been reduced by the department head.

It should be noted that California Government Code section 34090.5 authorizes a city officer to destroy **original** records, without the approval of the City Attorney or City Council once they have been electronically or photographically reproduced and certain specific conditions have been satisfied.

Citation: The citations provide the legal basis for the retention periods. If more than one citation is listed, the citation requiring the longest retention period applies.

Descriptor: Descriptors provide additional information to assist staff in correctly identifying which record series corresponds to a specific document or file.

[RECORDS RETENTION SCHEDULE on file with the City Clerk, remains unmodified from Resolution No. CC-2007-040]

Date:

Department: _____

Form RM-1: RECORDS DESTRUCTION AUTHORIZATION FORM

The records listed below (or on the attached list) are **scheduled to be destroyed**, as indicated on the Records Retention Schedule.

The records are not the subject of any claim, litigation, investigation, or audit.

List records here, or attach a list

File #	Records Description	From (Start Date)	To (End Date)	Box #	Retention #	Retention Period

Check one option for destruction:

- Shredding is Required (Records contain private information) OR
- Recycle (Records DO NOT contain private information)

DOCUMENTS HAVE BEEN REVIEWED AND APPROVED FOR DESTRUCTION

Department Head

Date

City Manager

Date

City Attorney

Date

Return this form to the City Clerk Department following approval (they coordinate the destruction arrangements)

(Complete after destruction has been performed. If destruction is performed by a commercial vendor, have them provide a certificate.)

I HEREBY CERTIFY that the items listed above have been reviewed and destroyed in accordance with City policies and procedures:

City Clerk/Assistant City Clerk (or City Clerk Staff)

Date

Return this form to the City Clerk Department after completed

Date:

Department: _____

Form RM-2: AUTHORIZATION TO DESTROY PAPER AFTER IMAGING / TRUSTWORTHY ELECTRONIC RECORDS COMPLIANCE
(the paper media version of a record is destroyed, to rely on the image as the "Official Record")

<u>Records Series Description</u>	<u>Start Date</u>	<u>End Date</u>	<u>Box #s</u>	<u>Where Official Electronic Records are Stored</u>

Optional Ongoing Authorization, After Review and Approval of Written Policies and Procedures:

The above Records Series are approved for destruction on an on-going (day-forward) basis, provided they comply with written policies and procedures approved by the City Clerk.

City Clerk Date

Check one option for destruction:

Shredding is Required (Records contain private information) OR

Recycle (Records do NOT contain private information)

I certify that the records listed above have been imaged in compliance with applicable state laws:

Images have been quality checked, and contain all significant details from the original and are an adequate substitute for the original document for all purposes for which the document was created or maintained.

Indexing has been verified / quality checked.

Images have been placed on unalterable optical media that cannot be altered or changed (DVD-r, Blue-Ray-R, CD-R, or WORM – Write Once, Read Many unalterable media)

The unalterable optical media has been stored in a safe and separate location.

Employee Department / Division Date

PAPER VERSION OF THE ABOVE RECORDS ARE APPROVED FOR DESTRUCTION (the imaged version becomes the original, and will be retained for the applicable retention period):

City Clerk Date

Return this form to the originating department following approval.

(Complete after destruction has been performed, if done by Employees. If destruction is performed by a commercial vendor, have them provide you with a certificate.)

I HEREBY CERTIFY that the items listed above have been destroyed in accordance with policies and procedures:

Date:

Department: _____

Employee	Department / Division	Date
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Return this form to the City Clerk department after completed



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DATE: February 16, 2021
TO: Honorable Mayor and City Council
FROM: Kevin M. Chun, City Manager *[Signature]*
PREPARED BY: Marla L. Pendleton, CPA, Director of Finance/City Treasurer *[Signature]*
SUBJECT: **2021 Fireworks Permits – Conditional Approval**

BACKGROUND

In accordance with the Lawndale Municipal Code ("LMC") Chapter 8.12, up to eight sales permits are conditionally approved annually by City Council to sell fireworks within the incorporated City limits between June 28th and July 4th. Permits are issued to non-profit community and youth-based organizations subject to specific application, permit, license, review, inspection, insurance and record-keeping requirements. In addition, the Parks and Recreation Social Services Commission (PRSSC) is allowed to participate in fireworks sales, but is not counted in the eight permit limit and is exempt from the application requirements per LMC Chapter 8.12.060.

STAFF REVIEW

Seven organizations, including PRSSC, met the January 28, 2021 application deadline. Six of the seven organizations have previously participated in the Lawndale Fireworks Sales program, one (Foursquare Church of Lawndale) applied for the first time. All of the organizations are classified with the California Secretary of State as Domestic Nonprofit organizations, are in good standing and are being recommended for condition approval. Following are the recommended applicants:

1. Christian Heritage Church
2. Lawndale Chamber of Commerce
3. Lawndale Little League
4. Lawndale Rotary Club
5. PRSSC
6. Wesleyan Church of Lawndale
7. Foursquare Church of Lawndale

COMMISSION REVIEW

Not applicable.

LEGAL REVIEW

Not applicable.

FISCAL IMPACT

Not applicable.

RECOMMENDATION

1. Staff recommends that the City Council award seven conditional permits to Christian Heritage Church, Foursquare Church of Lawndale, Lawndale Chamber of Commerce, Lawndale Little League, Lawndale Rotary Club, PRSSC, and Wesleyan Church of Lawndale.

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 January 21, 2021 South Bay Workforce Investment Board of Directors Meeting Lawndale

This report summarizes the January 21, 2021, South Bay Workforce Investment Board's (SBWIB) meeting activities and program accomplishments during the 2nd Quarter of Program Year 2020-2021. 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.

*We would like to invite any Council Members who may want to familiarize or re-familiarize themselves with the services provided by the South Bay Workforce Investment Board (SBWIB) to attend a Special Orientation session that will be held on Thursday, February 25, 2021. The SBWIB will be hosting two separate sessions at 10:00 a.m. and 3:00 p.m. via Zoom. Please rsvp for one of the Special Orientation sessions by email sberry@sbwib.org.

*The California Workforce Development Board (CWDB) has once again recognized the South Bay WIB as one of the highest performing Workforce Development Boards in the State for exceeding performance goals, remaining in compliance with applicable laws and regulations, adopting and implementing a five-year Local Plan, as well as integrating local business development with workforce initiatives.

*After nearly five years of planning and development, the SBWIB in partnership with the South Bay Cities Council of Governments, Cities in the South Bay, partners and stakeholders throughout the Region, have completed the new South Bay Fiber Network (SBFN). The SBFN is a broadband internet Fiber ring that connects Cities in the Region to the network. This project is central to the health of the local economy and an important step toward eliminating the digital divide. Investing in broadband infrastructure and ensuring businesses have the tools they need to stay competitive and be successful encourages innovation, economic growth and creates jobs. The development of this network is a monumental achievement for the Region and a testament to the type of collaboration that is possible

among partners throughout the South Bay. The South Bay WIB is in the process of connecting 7 of our locations to the SBFN so the broadband connection can be made available to low income and disadvantaged job seekers that may not have access or sufficient access to participate in virtual instruction.

*COVID-19's Impact on Services – The SBWIB operates four One-Stop Business & Career Service Centers located in Inglewood, Torrance, Gardena and Carson. For the safety of the public and to reduce the number of people in close proximity, the One-Stop Centers continue to offer services virtually or in-person by appointment only. Complete cleaning and sanitizing at all South Bay WIB locations is ongoing and aligned with public safety priorities. Each South Bay One-Stop Business & Career Center assists about 25-30 laid-off workers daily during the hours of 8:00 a.m. – 11:00 a.m. with applying for unemployment insurance benefits. Recruitments, workshops, orientation/info sessions, case management, and career pathway counseling are provided virtually. Many clients are being assisted with crossing over in their short-term vocational training programs from the traditional seat-based instruction to distance learning platforms. The Job Development team also conducts recruitment fairs via Zoom and continue to screen and refer applicants to essential service employers that are in desperate need of employees.

*Last quarter, the SBWIB received a total of 16 WARN notices from South Bay area employers indicating that 903 individuals were being laid off due to the novel coronavirus. The SBWIB's Rapid Response team reached out to the employers and offered to provide webinars to assist with the layoffs. The webinars covered services offered at the America's Job Centers of California, unemployment insurance, healthcare options, and financial services. The Rapid Response team will continue to provide webinars and virtual assistance to employers and dislocated workers.

*During the second quarter, the South Bay One-Stop Business & Career Centers successfully enrolled a second cohort of students into the Certified Nursing Assistant (CNA) training program. The program was developed in response to emerging workforce needs for healthcare professionals statewide as a result of COVID-19. The training was designed based on guidelines provided by the California Department of Public Health which will allow the students to quickly transition into employment opportunities to meet the growing demands of the healthcare sector.

*The SBWIB enrolled 19 individuals in the statewide National Dislocated

Worker Employment Recovery grant (NDWG) making the total number enrolled 58. Under this program, 177 displaced workers will be provided with job training and placement services. California Employment Development Department (EDD) awarded the South Bay WIB the NDWG Employment Recovery grant to assist workers displaced as a result of the COVID-19 pandemic.

*Last quarter, the South Bay WIB enrolled 21 new dislocated workers into the Emergency Additional Assistance Grant making the overall enrollment total 109. Under this grant, 180 veterans and dislocated workers will be provided with job training and placement services that include on-the-job-training, and enrollment into an apprenticeship or pre-apprenticeship program. So far, 22 individuals have exited the program with employment.

*Last quarter, the Virtual Learning Ambassadors (VLAs) program was launched to assist South Bay School Districts that are providing instruction and supportive services virtually. Under the VLA program, high school students are paid to support K-12 students, teachers, and parents with adapting to a virtual presence during COVID-19. The Virtual Learning Ambassadors (VLA) are paid interns ages 16-24. The VLAs receive 20 hours of paid training on several online platforms such as Google Classroom, Canvas, Schoology, Edgenuity, Google Meets, Acellus Learning Accelerator, Zoom, and more online or in-person at the SBWIB's Hawthorne Teen Center, Inglewood Teen Center, or YouthBuild site. The VLAs receive up to \$1,500 of paid work experience for delivering a minimum of 120 hours of virtual services.

*In the last quarter, South Bay One Stop Business & Career Centers were successfully able to enroll a total of 5 Lawndale residents in both adult and dislocated worker programs.

*South Bay One-Stop Business & Career Centers exited a total of 5 Lawndale residents with employment during the second quarter.

*The South Bay One-Stop Business & Career Center held 6 virtual recruitment fairs during the 2nd quarter with various employers including; Servicon Systems, Inc., Walmart, Northrop Grumman, L3 Technologies, Allied Universal, and SpaceX. Hundreds of job seekers attended the recruitment fairs resulting in over 50 individuals being offered employment.

*One youth from the City of Lawndale was enrolled in the WIOA year-round Youth Program last quarter; this individual received 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 the City of Lawndale.

*During the second quarter, the SBWIB successfully completed a \$20,000 grant from the Howmet Foundation. The goal was to enroll 10 Aero-Flex Pre-Apprentices with an 80% completion rate, to impact 4 schools and engage 4 new employers. The South Bay WIB surpassed those goals by enrolling 12 individuals and closing out the grant with a 100% completion rate. All 12 students received a capstone certificate of completion and a \$500 stipend. The SBWIB recently received another \$20,000 grant from the Howmet Foundation to serve an additional 20 students.

*Last quarter the South Bay WIB formed a partnership with Facebook to train 50 youth ages 18 and older as Social Media/Digital Marketing Fellows. Through the South Bay One-Stop Business & Career Centers the Fellows will receive paid training, a Facebook employee mentor, and a paid work experience opportunity where the Fellow will utilize their training to assist a local South Bay business.

*16 veterans were enrolled in the Veterans Employment Related Assistance Program (VEAP) last quarter. Under this program, veterans with significant barriers to employment receive career and training services leading to employment in high growth employment sectors such as construction trades. So far, a total of 22 veterans have exited the program with employment.

*As part of the Youth at Work Jobs Program, 2 Lawndale students were recruited and enrolled for an opportunity to receive paid pre-employment training and 120 hours of paid work experience during the second quarter. Youth had a chance to earn up to \$1,590.

*This past quarter, the Los Angeles Basin Regional Planning Unit (LABRPU) successfully enrolled 233 individuals in the State of California's Prison to Employment (P2E) program. The South Bay Workforce Investment Board serves as the lead and fiscal agent under the (P2E) initiative on behalf of the seven Workforce Development Boards in Los Angeles County apart of the LABRPU. The P2E program will provide employment and job placement services to over 700 formerly incarcerated individuals over a two-year period.

*In December, the California Apprenticeship Initiative (CAI) Grant the SBWIB collaborated with West Los Angeles College under, came to an end. The grant funding was utilized to develop and register the Aerospace Engineering

Aero-Flex Apprenticeship Program with the Department of Labor and the Division of Apprenticeship Standards as well as enroll 16 apprentices to complete the apprenticeship with a local employer. The employers that participated included Space Vector, RBC Sonic, Magnetika, Inc., and Photo-Sonic.

*Our 2nd quarter totals reflect that 14,415 individuals received services through our South Bay One-Stop Business and Career Centers, 6,513 of which were serviced through the Inglewood One-Stop. The Inglewood location provides services to the residents and businesses of Lawndale, Inglewood, Hawthorne, and El Segundo.

*Rapid Response services were provided to 10 South Bay companies that employ 5,444 individuals who were affected by layoffs/closures during the 2nd Quarter of Program Year 2020-2021. Staff completed virtual orientations on One-Stop services, unemployment insurance benefits, Covered CA, and financial services.

*Applications are currently being accepted for enrollment into the SBWIB's YouthBuild career pathway program. The program is open to at-risk out-of-school youth ages 16-24. The SBWIB's YouthBuild program provides a seamless progression from education to work-based training that includes classroom instruction leading to a high school diploma and occupational skills training in construction building trades at approved work sites. YouthBuild Charter School of California provides the academic skills curriculum and Habitat for Humanity manages the housing construction or rehabilitation project sites. Please contact the SBWIB YouthBuild site at (310) 225-3060 for additional information.

*The South Bay Workforce Investment Board's 25th Annual Awards Ceremony was held virtually on October 28th at 3:00 p.m. The Awards Ceremony celebrated the outstanding accomplishments of the workforce development community during the past year and honored employers, training providers and graduates of job and career training programs. President James Limbaugh of West Los Angeles College and President Dena Maloney of El Camino College were honored for their outstanding commitment in providing support and education that benefits the South Bay community. During the Ceremony, the SBWIB also recognized Casa Bella Properties.

*Last quarter, the South Bay WIB enrolled 11 high school students from various Los Angeles County schools into the Bio-Flex Pre-Apprenticeship Program under the Accelerator 7.0 grant. The SBWIB has a goal of enrolling

a total of 25 apprentices into the Bio-Flex Pre-Apprenticeship Program by March 31, 2021. Enrollees receive work readiness training through the SBWIB's Blueprint for Workplace Success curriculum prior to being matched with an employer for 120 hours of paid work experience. Recently virtual supplemental Zoom workshops were added to the SBWIB's online Blueprint for Workplace Success curriculum. Additionally, the SBWIB created a mentorship program that will link each student to a mentor who matches the student's background and career goals. The mentors include business professionals from companies such as Bachem Americas, JPL/NASA, Amgen, BB Medical Surgical-SAAVI, Sakura USA, the West Coast Consortium for Technology & Innovation in Pediatrics, Kite Pharma, BioLabs, the Lundquist Institute, Intuitive BioTechnologies, Xencor, Poseidon, several former Bio-Flex Pre-Apprentices, and college students.

*During the 2nd quarter, the South Bay One-Stop Business & Career Center reached out to 22 Lawndale-based employers which resulted in the Center successfully executing an on-the-job training contract. The employers included El Super Market, Centinela Valley Union High School District, Big Saver Foods and Target. 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.

*The Hawthorne Teen Center continues to serve Lawndale and Hawthorne youth through virtual services and programming. Last quarter, over 222 youth received virtual assistance through the Teen Center.

*Last Quarter, the SBWIB assisted the Office of Supervisor Mark Ridley-Thomas with hosting its first Los Angeles County Bioscience Youth Summit. The virtual event consisted of two discussions that included panelists from California Community Colleges, Life Sciences/Biotech, Pathways to Stem Cell Science, the Academic Advancement Program at UCLA, Polypeptide Laboratories, Inc., Intuitive BioTechnologies and Women in Bio. The attendees, mostly high school and community college students, were split into two breakout rooms to experience live interactive lab experiments. The event gave youth an understanding of the various bioscience companies in the region, different career pathways within the sector, pre-apprenticeship and apprenticeship opportunities, and available workforce services.

This concludes my oral report. A written summary, along with a report of Program Year 2020-2021's 2nd quarter activities and accomplishments is being provided for your personal review.

Committees Activity Report
(Based upon the January 21, 2021, South Bay Workforce Investment Board Meeting)

***Rapid Response Summary of Activity from July 2020 – December 2020:**

Number of Companies Affected	Number of Employees Affected	Number of companies utilizing services	Number of companies not receiving service
10	5,444	10	0

City	Number of Companies Affected	Number of Employees Affected
Inglewood		
Hawthorne	1	139
Lawndale		
El Segundo	1	130
Gardena	1	257
Carson		
Redondo Beach		
Hermosa Beach		
Manhattan Beach		
Torrance	4	477
Lomita		
Los Angeles	3	4,441

Youth Development Council (YDC) Committee Meeting, November 3, 2020:

The November 3, 2020, Youth Development Council meeting was called to order at 9:02 a.m. The following information was discussed or acted upon:

The Committee took action to approve the August 4, 2020 Meeting Minutes and the Youth Activity and Performance Report.

Mr. Brian Nunez and Ms. Diana Alvarez provided a presentation on the South Bay WIB's Virtual Learning Ambassadors program which was launched to assist South Bay School Districts that are providing instruction and supportive services virtually. Under this program, youth and young adults are paid to support K-12 students, teachers, and parents with adapting to a virtual presence during COVID-19. The Virtual Learning Ambassadors (VLA) are paid student interns ages 16-24 that receive up to \$1,500 for delivering a minimum of 120 hours of virtual services.

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 Tutoring & Fitness Academy Program, the YouthBuild Program, the Youth at Work Summer Program and Special SBWIB Youth Projects and Grants.

Presidents, Superintendents and Representatives from California State University, Dominguez Hills, West Los Angeles College, El Camino College, the Southern California Regional Occupational Center, Inglewood, Hawthorne, Centinela Valley, El Segundo, Redondo Beach, and Torrance school districts provided the Committee with brief updates on things happening in their districts.

The meeting was adjourned at 10:09 a.m.

One Stop Policy Committee Meeting, November 18, 2020:

The November 18, 2020, One Stop Policy Committee meeting was called to order at 9:02 a.m. The following items were discussed or acted upon.

The August 19, 2020 meeting minutes and the 1st Quarter Summary for Classroom Training Providers Activity reports were approved.

The PY 20-21 2nd Quarter Self-Service Activity Report through October 31, 2020 was presented by Ms. Catherine Blaylock and approved unanimously by the Committee.

The disability services update was provided by Mr. Michael Trogan. Due to the COVID-19 pandemic, the SBWIB has transitioned all services and forms to be available virtually, including orientations, trainings and individual meetings with case managers. As this transition has taken place, the SBWIB has worked with various software and platform providers to ensure that the virtual programs and services offer accessibility options for all users. The Committee was informed that the Los Angeles Unified School District's Local District South, State of California Department of Rehabilitation (DOR), Centinela Valley Union High School District (CVUSD), Southwest Special Education Local Plan Area (SELPA), and the South Bay Workforce Investment Board (SBWIB), are working together to coordinate a Town Hall meeting with the objective of providing services for students with disabilities and community resources for parents. Mr. Trogan informed the Committee that the SBWIB has been a part of a work group along with the other six Los Angeles Basin Workforce Development Boards focused on creating a uniform strategy for ensuring that participants enrolled in activities at multiple Workforce Boards receive a consistent level of high quality service while reducing the documentation and paperwork burden required to participate. Mr. Trogan concluded the update by sharing that the SBWIB in partnership with Inglewood Unified School District, submitted an application to the Mitsubishi Education Foundation to provide paid work experience, work readiness training and other career services to Inglewood Unified students with disabilities. Ms. Susan Senior stated that the Department of Rehabilitation can provide technical assistance and offer disability access services that she'd like to ensure is shared amongst all the LA Basin Workforce Development Boards.

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 9:40 a.m.

Performance & Evaluation Committee Meeting, November 17, 2020:

The November 17, 2020, Performance & Evaluation Committee meeting was called to order at 9:01 a.m. The following items were discussed or acted upon:

The August 18, 2020, meeting minutes were reviewed and approved by the Committee.

The WIOA FY 20/21 1st quarter expenditure report through September 30, 2020 was approved unanimously, as well as the Self-Service and Activity report through October 31, 2020.

Staff member Justina Munoz presented the 1st Quarter One-Stop Centers and Service Providers Report. The Report displayed that the South Bay One-Stop Business & Career Centers and the Service Provider Propath, Inc. did not meet the quarterly plan of new enrollments into the Adult, Youth and Dislocated Worker programs. The report also displayed that the Gardena One-Stop Business & Career Center only achieved 33% of the positive youth exit rate and the Torrance location only achieved 67% of the positive youth exit rate. Ms. Munoz informed the Committee that all locations and service providers have experienced some reduction in the numbers served due to COVID-19 and the Center closures. Ms. Munoz stated that the One-Stop Business and Career Centers are working to correct all deficiencies. In fact, since August the enrollment numbers have doubled. The report displayed that all other enrollment, exit, and unsubsidized employment goals were met. After review and discussion, the 4th Quarter Service Provider and Operating Cities Report was approved unanimously by the Committee.

Ms. Catherine Blaylock presented the 1st Quarter Vendor Performance Report. Staff recommendations were to place 3 training providers on probation and to place 5 training courses on hold. Letters of concern will be sent to the training providers 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 1st Quarter Vendor Performance Report was approved unanimously by the Committee.

The meeting was adjourned at 9:37 a.m.

Business & Economic Development Committee Meeting, January 6, 2021:

The January 6, 2021, Business, Technology and Economic Development Committee meeting was called to order at 9:01 a.m.

The Committee reviewed and approved the October 7, 2020 Meeting Minutes.

Staff member Catherine Blaylock presented the PY 20-21 2nd quarter Rapid Response Activity Report. 10 companies received Rapid Response services through December 31, 2020, with a total of 5,444 employees affected by layoffs/closures. After review and discussion, the Rapid Response Activity Report was approved unanimously by the Committee.

The latest Construction and Utilities Preparation Program (CUPP) report was reviewed by the Committee and reflected that over 1,153 individuals were hired to work on a construction site or enrolled in an apprenticeship program since the program began in January of 2017. Mr. Robert Chavez provided the Committee with a brief update on upcoming and existing construction projects within the South Bay Service Area.

During the meeting the Committee was also provided with updates on the Aero-Flex and Bio-Flex Pre-Apprenticeship and Apprenticeship Programs, the South Bay Broadband Fiber Optic Network, the Employment Training Panel (ETP) Multiple Employer Contract (MEC), other special projects and new funding opportunities.

The meeting was adjourned at 10:01 a.m.

Executive Committee Meetings:

The following are highlights of the November 12, 2020, December 10, 2020, and January 14, 2021, Executive Committee Meetings:

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

During the January 14, 2021 meeting, the Executive Committee was provided with a brief overview of the PY 2021 – 2024 Local and Regional Plans which are due to the State for review by April 30, 2021.

Last quarter, the Committee approved Mr. Billy Campbell's nomination to appoint Greg Campbell, Owner and Operator of CH1 Medical Group as his alternate on the South Bay Workforce Investment Board (SBWIB).

The Executive Committee also approved the SBWIB January 21, 2021, Meeting Agenda during the January 14th meeting.

This concludes the Executive Committee Report.

SOUTH BAY WORKFORCE INVESTMENT BOARD

PY 2020-2021

NUMBER OF INDIVIDUALS SERVED - INFORMATIONAL/SELF SERVICE ONLY

	PREVIOUS CUMULATIVE REPORT	PREVIOUS MONTH	MONTH OF DECEMBER	CUMULATIVE PY 20/21
INGLEWOOD, HAWTHORNE, LAWDALE, EL SEGUNDO ONE-STOP BUSINESS AND CAREER CENTER	6228	1031	285	6513
GARDENA ONE-STOP BUSINESS AND CAREER CENTER	1355	311	317	1672
TORRANCE ONE-STOP BUSINESS AND CAREER CENTER	2916	258	418	3334
CARSON BUSINESS AND CAREER CENTER	2561	416	335	2896
TOTAL	13060	2016	1355	14415

ADULT PROGRAM (G201)

	Gardena	Qtr.		%		Yr.		QA	Inglewood	Qtr.		%		Yr.		QA	Torrance	Qtr.		%		Yr.		QA	Carson	Qtr.		%		Yr.		QA	SBWIB TOTAL	Qtr.		%		Year-End		QA
		Plan	Plan	Plan	Plan	Plan	Plan			Plan	Plan	Plan	Plan	Plan	Plan			Plan	Plan	Plan	Plan	Plan	Plan			Plan	Plan	Plan	Plan	Plan	Plan			Plan	Plan	Plan	Plan	Plan	Plan	
I. TOTAL CLIENTS	27	28	98%	45	60%				164	148	111%	226	73%				54	45	121%	72	75%				40	37	108%	65	62%				285	257	111%	408	70%			
A. CARRIED IN	19	19		19					109	109		109					31	31		31				23	23		23		23		182	182				182				
B. NEW	8	9	92%	26	31%	5			55	39	141%	117	47%	43			23	14	168%	41	56%	15		17	14	121%	42	40%	17	103	75	137%	226	46%	80					
II. TOTAL EXITS	9								35								11																							
A. UNSUBSIDIZED EMPLOYMENT	5					1			22				8				10					2			6														3	
B. ALSO ATTAINED CREDENTIAL	3					1			9				3				5					0			0														1	
C. % OF PLACEMENT	56%								63%								91%																							
D. AVERAGE PLACEMENT WAGE	\$19.46								\$16.87								\$20.63																							

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	Qtr.		%		Yr.		QA	Inglewood	Qtr.		%		Yr.		QA	Torrance	Qtr.		%		Yr.		QA	Carson	Qtr.		%		Yr.		QA	SBWIB TOTAL	Qtr.		%		Year-End		QA
		Plan	Plan	Plan	Plan	Plan	Plan			Plan	Plan	Plan	Plan	Plan	Plan			Plan	Plan	Plan	Plan	Plan	Plan			Plan	Plan	Plan	Plan	Plan	Plan			Plan	Plan	Plan	Plan	Plan	Plan	
I. TOTAL CLIENTS	12	10	120%	20	60%				47	64.7	73%	112	42%				26	27	96%	43	60%				20	18	109%	37	54%				105	120	88%	212	50%			
A. CARRIED IN	5	5		5					41	41		41					19	19		19				9	9		9		9		74	74				74				
B. NEW ENROLLEES	7	5	140%	15	47%	6			6	24	25%	71	8%	2		7	8	88%	24	29%	6		11	9	118%	28	39%	10	31	46	67%	138	22%	24						
II. TOTAL EXITS	6								19								9																							
A. UNSUBSIDIZED EMPLOYMENT	3								1								3					2			5														0	
B. ENT. TRAINING/POST-SECONDARY	0								15								4					0			6														0	
C. ATTAINED RECOGNIZED DEGREE	2								17				1				1							3															0	
D. AVERAGE PLACEMENT WAGE	\$15.33								\$15.00								\$14.63																							
YOUTH POSITIVE EXIT RATE	50%								84%								78%																							

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	Qtr.		%		Yr.		QA	Inglewood	Qtr.		%		Yr.		QA	Torrance	Qtr.		%		Yr.		QA	Carson	Qtr.		%		Yr.		QA	SBWIB TOTAL	Qtr.		%		Year-End		QA
		Plan	Plan	Plan	Plan	Plan	Plan			Plan	Plan	Plan	Plan	Plan	Plan			Plan	Plan	Plan	Plan	Plan	Plan			Plan	Plan	Plan	Plan	Plan	Plan			Plan	Plan	Plan	Plan	Plan	Plan	
I. TOTAL CLIENTS	30	27	111%	41	73%				114	101	113%	155	74%				105	108	97%	166	63%				47	42	112%	62	76%				296	278	106%	424	70%			
A. CARRIED IN	20	20		20					74	74		74					79	79		79				32	32		32		32		205	205				205				
B. NEW	10	7	143%	21	48%	9			40	27	148%	81	49%	32		26	29	90%	87	30%	17		15	10	150%	30	50%	9	91	73	125%	219	42%	67						
II. TOTAL EXITS	17								19								50																							
III. TOTAL UNSUBSIDIZED EMPLOYMENT	9								16				0				42					0			11															0
A. RETRAINING	6					2			7				1				31					0			7														0	
ALSO ATTAINED CREDENTIAL	6					2			7				1				31					0			7														0	
B. CALLED BACK WITH EMPLOYER	0								0								0							0																0
IV. % PLACEMENT (INCL. CALL BACKS)	53%								84%								84%																							
V. % PLACEMENT (EXCL. CALL BACKS)	53%								84%								84%																							
AVERAGE PLACEMENT WAGE	\$22.44								\$25.93								\$49.72																							

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)

	Year		Year		Year		Year		Year		Year		Year		Year		Year		Year		Year		TOTAL		Year											
	Gardena	Plan	QA	Inglewood	Plan	QA	Hawthorne	Plan	QA	Lawndale	Plan	QA	El Segundo	Plan	QA	Redondo	Plan	QA	Hermosa	Plan	QA	Manhattan	Plan	QA	Torrance	Plan	QA	Lomita	Plan	QA	Carson	Plan	QA	SBWIB	Plan	QA
I. TOTAL CLIENTS	27	45		126	161		30	50		5	13		3	2	13	15		2	2		2	0		1	36	49		3	5	40	65		285	408		
A. CARRIED IN	19	19		93	93		13	13		2	2		1	1	7	7		1	1		0		0	0	21	21		2	2	23	23		182	182		
B. NEW	8	26	5	33	68	27	17	37	13	3	11	2	2	1	1	6	8	5	1	1	0	0	1	0	15	28	9	1	3	1	17	42	17	103	226	80
II. TOTAL EXITS	9	9		30	30		3	3		1	1		1	1	3	3		0	0		0		0	7	7		1	1	6	6		61	61			
A. UNSUBSIDIZED EMPLOYMENT	5	5	0	18	18	3	2	2	0	1	1	0	1	1	3	3	0	0	0	0	0	0	0	6	6	2	1	1	1	6	2	0	43	39	0	
ALSO ATTAINED CREDENTIAL	3	3	0	9	9	0	0	0	0	0	0	0	0	0	2	2	1	0	0	0	0	0	0	2	2	1	1	1	1	0	0	0	17	0	0	
B. OTHER TERMINATION	4	4	1	12	12	2	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	1	1	0	0	0	0	0	0	18	0	4		

YOUTH PROGRAM (G301)

	Year		Year		Year		Year		Year		Year		Year		Year		Year		Year		Year		TOTAL		Year											
	Gardena	Plan	QA	Inglewood	Plan	QA	Hawthorne	Plan	QA	Lawndale	Plan	QA	El Segundo	Plan	QA	Redondo	Plan	QA	Hermosa	Plan	QA	Manhattan	Plan	QA	Torrance	Plan	QA	Lomita	Plan	QA	Carson	Plan	QA	SBWIB	Plan	QA
I. TOTAL CLIENTS	12	20		33	69		9	33		3	7		2	3	4	7		1	2		2	1	2	19	30		1	2	20	37		105	212			
A. CARRIED IN	5	5		28	28		9	9		2	2		2	2	3	3		1	1		1	1	1	13	13		1	1	9	9		74	74			
B. NEW	7	15	6	5	41	2	0	24	0	1	5	0	0	1	0	1	4	0	0	1	0	0	1	0	6	17	6	0	1	0	11	28	10	31	138	24
II. TOTAL EXITS	6	6		13	13		5	5		0	0		1	1	3	3		0	0		0		0	6	6		0	0	15	15		49	49			
A. UNSUBSIDIZED EMPLOYMENT	3	3	0	1	1	0	0	0	0	0	0	0	0	0	1	1	1	0	0	0	0	0	2	2	1	1	0	0	5	5	0	12	0	0		
ALSO ATTAINED CREDENTIAL	2	2	1	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	1	0	0	0	3	3	0	23	0	0			
B. ENT. TRAINING/POST-SECONDARY	0	0		10	10	0	4	1	0	0	1	0	0	1	1	0	0	0	0	0	0	0	0	3	3	0	0	0	6	6	0	25	0	0		
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	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	0	0	0	0	0	0	0	0	0	0	
E. OTHER EXITS	3	3	1	2	2	2	1	0	0	0	0	0	0	0	1	1	0	0	0	0	0	0	1	1	0	0	0	4	4	0	12	0	0			

DISLOCATED WORKER (G501)

	Year		Year		Year		Year		Year		Year		Year		Year		Year		Year		Year		TOTAL		Year											
	Gardena	Plan	QA	Inglewood	Plan	QA	Hawthorne	Plan	QA	Lawndale	Plan	QA	El Segundo	Plan	QA	Redondo	Plan	QA	Hermosa	Plan	QA	Manhattan	Plan	QA	Torrance	Plan	QA	Lomita	Plan	QA	Carson	Plan	QA	SBWIB	Plan	QA
I. TOTAL CLIENTS	30	41		91	95		15	39		0	8		8	13	28	43		8	13		11	17	50	79		8	14	47	62		296	424				
A. CARRY IN	20	20		55	55		11	11		0	0		8	8	19	19		6	6		8	8	40	40		6	6	32	32		205	205				
B. NEW	10	21	9	36	40	31	4	28	1	0	8	0	0	5	0	9	24	6	2	7	0	3	9	3	10	39	7	2	8	1	15	30	9	91	219	67
II. TOTAL EXITS	17	17		14	14		4	4		0	0		1	1	16	16		6	6		4	4	24	24		0	0	14	14		100	100				
III. TOTAL UNSUBSIDIZED EMPLOYMENT	9	9	0	12	12	2	3	3	0	0	0	0	1	1	13	13	1	6	6	1	3	3	1	20	20	0	0	0	11	11	0	78	78	0		
A. RETRAINING	6	6	2	6	6	2	1	1	0	0	0	0	0	0	6	6	1	3	3	0	3	3	2	19	19	0	0	0	7	7	0	51	0	0		
ALSO ATTAINED CREDENTIAL	6	6	2	6	6	2	1	1	0	0	0	0	0	0	6	6	1	3	3	0	3	3	2	19	19	0	0	0	7	7	0	51	0	0		
B. 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	0	0	0	0	0	0	0	0	0	0	
IV. ALL OTHER TERMINATIONS	8	8	0	2	2	0	1	0	0	0	0	0	0	0	3	3	0	0	0	0	1	1	4	4	0	0	0	3	3	0	22	0	1			

I. TOTAL CLIENTS	9	20	31	12	2					11	6	0
A. CARRIED IN	0	0	0	0	0					0	0	0
B. NEW	9	20	31	12	2					11	6	0
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
	0.00	0.00	0.00	0.00	0.00					0.00	0.00	0.00
I. TOTAL CLIENTS	16	17	14	6	0	8	19	15	7	12	10	30
A. CARRIED IN	0	0	0	0	0	0	0	0	0	0	0	0
B. NEW	16	17	14	6	0	8	19	15	7	12	10	30
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
	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
I. TOTAL CLIENTS	29	0	25	16	28	9	0	0	0			
A. CARRIED IN	0	0	0	0	0	0	0	0	0			
B. NEW	29	0	25	16	28	9	0	0	0			
II. TOTAL EXITS	0	0	0	0	0	0	0	0	0			
UNSUBSIDIZED EMPLOYMENT	0	0	0	0	0	0	0	0	0			
OTHER TERMINATIONS	0	0	0	0	0	0	0	0	0			
	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00			
I. TOTAL CLIENTS	16	23	0	0	0	0	1	1				
A. CARRIED IN	0	0	0	0	0	0	0	0				
B. NEW	16	23	0	0	0	0	1	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				
	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00				
I. TOTAL CLIENTS	74	11	6	0	261	41		393	2,250	17%		
A. CARRIED IN	0	0	0	0	0	0		0				
B. NEW	74	11	6	0	261	41		393	2,250	17%		
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				

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.

I. TOTAL CLIENTS	2	QA	3	QA	9	QA	4	QA	1	QA					0	QA			0	QA
A. CARRIED IN	0		0		0		0		0						0				0	
B. NEW	2	2	3	3	9	2	4	2	1	1					0	0			0	0
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	
I. TOTAL CLIENTS	0	QA	0	QA	7	QA	0	QA	0	QA	3	QA	4	QA	6	QA				
A. CARRIED IN	0		0		0		0		0		0		0		0					
B. NEW	0	0	0	0	7	2	0	0	0	0	3	1	4	2	6	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																				
A. CARRIED IN																				
B. NEW																				
II. TOTAL EXITS																				
UNSUBSIDIZED EMPLOYMENT																				
OTHER TERMINATIONS																				
I. TOTAL CLIENTS	0	QA																		
A. CARRIED IN	0																			
B. NEW	0																			
II. TOTAL EXITS	0																			
UNSUBSIDIZED EMPLOYMENT	0																			
OTHER TERMINATIONS	0																			
I. TOTAL CLIENTS	19	QA	0	QA			0	QA	20	QA	0	QA			39	QA	PLANNED ENROLLMENT		PERCENT OF PLAN	
A. CARRIED IN	0		0				0		0		0				0					
B. NEW	19	10	0	0			0	0	20	6	0	0			39	16	100		39%	
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					
% OF PLACEMENT							0%													
AVERAGE PLACEMENT WAGE	\$0.00		\$0.00				\$0.00		\$0.00		\$0.00				\$0.00					

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.

I. TOTAL CLIENTS	L.A. CITY COLLEGE	7	QΔ	EAST L.A. COLLEGE	21	QΔ	EL CAMINO / COMPTON	2	QΔ	L.A. MISSION COLLEGE	16	QΔ	L.A. PIERCE COLLEGE	7	QΔ	L.A. SOUTHWEST COLLEGE	0	QΔ	LONG BEACH CITY COLLEGE	0	QΔ	WEST L.A. COLLEGE	3	QΔ	City of Inglewood	0	QΔ		0	QΔ		0	QΔ		0	QΔ
A. CARRIED IN		0			0			0			0			0			0			0			0			0			0			0			0	
B. NEW		7	7		21	4		2	1		16	2		7	3		0	0		0	0		3	0		0	0		0	0		0	0		0	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	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	56	QΔ	PLANNED ENROLLMENT	159	PERCENT OF PLAN	35%
A. CARRIED IN	0					
B. NEW	56	17				
II. TOTAL EXITS	0					
UNSUBSIDIZED EMPLOYMENT	0					
OTHER TERMINATIONS	0					
% OF PLACEMENT	0%					
AVERAGE PLACEMENT WAGE	\$0.00					

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.

YOUTHBUILD

REPORT PERIOD: 09/01/17 TO 12/31/2020

GRANT TERM: 09/01/2017 TO 3/31/2021

GRANT TERM: 1/01/2020 TO 3/31/2023

(Next co-hort to start 1/2021)

- ENROLLMENTS
- EDUCATION & EMPLOYMENT
 - Education (Obtained High School Diploma)
 - Entered Employment
- ATTAINMENT OF DEGREE/CERTIFICATE
- LITERACY & NUMERACY ATTAINMENT
- RETENTION (Quarter 4)
- RECIDIVISM

YOUTHBUILD	Enrolled	Planned Services	% of Plan	QΔ
	63	62	102%	0
24	47	51%		
22				
16				
48	63	76%		
20	58	34%		
10	15	67%		
0	0	100%		

YOUTHBUILD	Enrolled	Planned Services	% of Plan	QΔ
	9	73	12%	0
0	55			
0				
0				
0	58			
0	0			
0	0			
0	0			

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. Outcome measures are based on qualified enrollment criteria. The SBWIB YouthBuild partnership includes two required partners the YouthBuild Charter School of California (Education) and the Habitat for Humanity of Greater Los Angeles (Housing Construction).

CONSTRUCTION WORKFORCE PILOT (CALTRANS)

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

REPORT PERIOD: 09/01/2018 TO 12/31/2020

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

CALTRANS	Enrolled	Year Plan	% of Plan	QΔ
	122	122	100%	0
116	100	116%	0	
75	63	119%	0	

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.

Chancellor Apprenticeship Initiative (CAI #1) – West LA College (Aero-Flex Apprenticeship)

GRANT TERM: 06/01/2016 TO 12/31/2020

REPORT PERIOD: 06/01/2016 - 12/31/2020

APPRENTICESHIP ENROLLMENTS

CAI #1- WLA RA	Enrolled	Program Plan	% of Plan	QΔ
	16	20	80%	

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.

Chancellor Apprenticeship Initiative (CAI #3) – EL Camino College (Aero-Flex Apprenticeship)

GRANT TERM: 07/18/2018 TO 12/31/2021

REPORT PERIOD: 07/18/2018 - 12/31/2020

**DOL APPRENTICE ENROLLMENTS
DAS APPRENTICE ENROLLMENTS**

CAI #3 - ECC AERO-FLEX RA	Enrolled	Program Plan	% of Plan	QΔ
	14	0	0%	
	0	25	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. **The Apprenticeship Program is now approved by the Department of Labor (DOL) and the Division of Apprenticeship Standards (DAS). SBWIB will assist El Camino in enrolling apprentices into the DAS next month.

Chancellor Apprenticeship Initiative CAI #4 – EL Camino College (Bio-Flex Apprenticeship)

GRANT TERM: 01/01/2020 TO 12/31/2022

REPORT PERIOD: 01/1/2020 TO 12/31/2020

APPRENTICESHIP ENROLLMENTS

CAI #4 - ECC BIO-FLEX RA	Enrolled	Program Plan	% of Plan	QΔ
	0	50	0%	

Assist the District in the enrollment of 50 apprentices into Bio-Flex and help to build additional Bioscience apprenticeship programs. **The Apprenticeship Program has been approved by the Department of Labor and the Division of Apprenticeship Standards (DAS) and enrollment can now begin.

BOS Mark Ridley Thomas (Bio-Flex)

GRANT TERM: 10/01/2018 TO 6/30/2021

REPORT PERIOD: 10/01/2018 TO 12/31/2020

MRT BIO-FLEX	Enrolled	Program Plan	% of Plan	QΔ
	98	50	196%	21
77	50	154%	2	
2				

PRE-APPRENTICESHIP ENROLLMENTS (100%)
ATTAINMENT OF CREDENTIAL/CERTIFICATE
PENDING COMPLETION

**The county has issued a no cost extension through 6/30/2021 to implement the new initiative. 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 03/31/2021

REPORT PERIOD: 05/01/19 TO 12/31/2020

WAF 7.0	Enrolled	Program Plan	% of Plan	QΔ
	50	50	100%	0
14	25	56%	12	
2	20	10%	2	

PARTICIPANTS SERVED
PRE-APPRENTICE ENROLLMENTS
ATTAINMENT OF CREDENTIAL/CERTIFICATE

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

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

GRANT TERM: 07/15/2019 TO 07/14/2023

REPORT PERIOD: 07/15/2019 TO 12/31/2020

	DOL RA & PA	Enrolled	Program Plan	% of Plan	QΔ
		SBWIB PRE-APPRENTICESHIP ENROLLMENTS	0	0	
OTHER PROJECT PARTNER PRE-APPRENTICE ENROLLMENT	10	10	100%	0	
SBWIB APPRENTICE ENROLLMENTS	12	1240	1%	1	
OTHER PARTNER APPRENTICE ENROLLMENT	113	3760	3%	67	
TOTAL PROJECT APPRENTICE ENROLLMENTS	125	5000	3%	68	

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 is responsible for 1,230 of these enrollments. SBWIB pre-apprenticeship enrollments are optional.

Employment Training Panel (ETP) - Multiple Employer Contract (MEC)

GRANT TERM: 12/29/2019 TO 12/22/2021

REPORT PERIOD: 12/29/2019 TO 12/31/2020

	ETP - MEC 2	Enrolled	Program Plan	% of Plan	QΔ
		EMPLOYER PARTNERS ENROLLMENTS (100%)	8	15	53%
RETENTION IN EMPLOYMENT	389	272	143%	147	
AVERAGE WAGE AFTER EMPLOYMENT	20	272	7%	20	
	\$ 40.98				

To reimburse training costs to employers from the Employment Training Panel Fund. Two concurrent grant awards.

ARCONIC FOUNDATION

GRANT TERM: 10/01/2019 TO 12/31/2020

FINAL

REPORT PERIOD: 10/01/19 TO 12/31/2020

	Enrolled	Program Plan	% of Plan	QΔ
BUSINESS ENGAGEMENT	4	4	100%	0
ENROLLMENTS	12	10	120%	0
ATTAINMENT OF CREDENTIAL/CERTIFICATE	12	8	150%	3

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.

**Extension has been granted due to COVID-19.

LACYJ WDACS

GRANT TERM: 11/04/2019 TO 06/30/2021

REPORT PERIOD: 11/04/2016 TO 12/31/2020

	Enrolled	Program Plan	% of Plan	QΔ
ENROLLMENTS	0	15	0%	0
ATTAINMENT OF CREDENTIAL/CERTIFICATE	0	15	0%	0
ENTERED INTO EMPLOYMENT	0	15	0%	0

To enroll fifteen (15) youth into the Aero-Flex Pre-Apprenticeship Program, graduate the youth and place them into unsubsidized employment in partnership with the Rio Hondo AJCC.

*Pending Contract

INVEST LA COUNTY PROBATION GRANT

GRANT TERM: 7/1/2019 TO 6/30/2020
REPORT PERIOD: 7/1/2020 TO 12/31/2020
(Outcome reporting only from enrolled/trained)

GRANT TERM: 7/1/2020 TO 6/30/2021
REPORT PERIOD: 7/1/2020 TO 12/31/2020

ENROLLMENTS
ENROLLED INTO TRAINING
TRAINING COMPLETION
UNSUBSIDIZED PLACEMENTS
TRAINING RELATED PLACEMENTS
RETENTION SERVICES (2ND QUARTER)
RETENTION SERVICES (4TH QUARTER)

	Enrolled	Year	% of	QΔ
		Plan	Plan	
INVEST YEAR 1	24	120	20%	1
	12	72	17%	2
	0	61	0%	0
	4	58	7%	1
	0	10	0%	0
	0	57	0%	0
	0	54	0%	0

	Enrolled	Year	% of	QΔ
		Plan	Plan	
INVEST YEAR 2	18	120	15%	9
	18	72	25%	16
	0	61	0%	0
	2	58	3%	2
	0	10	0%	0
	0	57	0%	0
	0	54	0%	0

Provide work-based learning services to 120 referred Probation Adult participants including BluePrint Workplace for Success training, short-term vocational training, Paid Work Experience, interviews and job referrals, and job placement.

YOUTH AT WORK EMPLOYMENT PROGRAM

GRANT TERM: 7/1/2020 TO 6/30/2021

REPORT PERIOD: 7/01/2020 TO 12/31/2020

TOTAL ENROLLMENTS
CALWORKS
OUSY
FOSTER YOUTH
PROBATION YOUTH
SYSTEM INVOLVED YOUTH (New)

	Enrolled	Year	% of	QΔ
		Plan	Grant Plan	
Youth at Work	101	343	29%	52
	21	125		5
	46	132		27
	19	36		10
	0	12		0
	15	38		10

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.

FAMILIES FIRST

GRANT TERM: 7/1/2020 TO 6/30/2021

REPORT PERIOD: 7/01/2019 TO 12/31/2020

ORIENTATIONS/WORKSHOPS
INDIVIDUAL MEETINGS
JOB REFERRALS / INTERVIEWS
JOB READINESS / RESUME COMPLETION

	Enrolled	Year	% of	QΔ
		Plan	Plan	
PY20-21	74	50	148%	4
	47	50	94%	6
	204	50	408%	50
	24	50	48%	1

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.

VETERANS EMPLOYMENT RELATED ASSISTANCE PROGRAM (VEAP)

GRANT TERM: 7/01/2019 TO 3/31/2021

REPORT PERIOD: 07/01/2019 TO 12/31/2020

- 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

VEAP	Enrolled	Year Plan	% of Plan	QA
	86	100	86%	16
57	65	88%	11	
13	60	22%	6	
30	30	100%	16	
22	22	100%	11	
0	70	0%		
\$	23.35			

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.

UNDERSERVED COVID-19 IMPACTED INDIVIDUALS GRANT (UCII)

GRANT TERM: 3/01/2020 TO 6/30/2021

REPORT PERIOD: 04/01/2020 TO 12/31/2020

AWARD: \$40,500

Activity Code Description	No. Assisted	% of Plan
Child/Dependent Care	_____	
Transportation Assistance	_____	
Medical	_____	
Temporary Shelter	_____	
Other	_____	
Seminar/Workshop Allowance	_____	
Job Search Allowance	_____	
Tools/Clothing	24	
Housing Assistance	_____	
Utilities	4	
Educational Testing	_____	
Post-Secondary Academic Materials	_____	
Total Expenditures	\$ 18,662	46%

12/2020 Extension requested/approved to 6/30/2021; initial funds received under this grant were received in late April 2020 to provide supportive services to underserved and impacted participants due to COVID-19. Support is intended to help individuals laid-off and or have reduced income due to the pandemic. Participants must be co-enrolled in another supporting program to receive career and training services leading to reemployment.

CALIFORNIA CAREER PATHWAYS GRANTS
GRANT TERM: 09/01/2020 TO 12/31/2020

REPORT PERIOD: 09/01/2019 TO 12/31/2020

	Activities	Qrt.	%	Year	% of	QΔ
		Plan	Plan	Plan	Plan	
Centinela Valley Union High School District (CVUHSD)	64	86	74%	86	74%	27
OPPORTUNITIES OFFERED	0	4	0%	4	0%	0
COMPANY TOURS	41	32	128%	32	128%	32
GUEST SPEAKERS	17	50	34%	50	34%	7
INTERNSHIP	115	50	230%	50	230%	8
EVENT VENDORS						

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 12/31/2020
(Outcome reporting only from enrolled/placed)

GRANT TERM: 07/01/2020 TO 6/30/2021
REPORT PERIOD: 07/01/2020 TO 12/31/2020

	Activities	Qrt.	%	Year	% of	QΔ
		Plan	Plan	Plan	Plan	
Homeless LA Rise Year 1	39	26	150%	26	150%	
ENROLLMENTS	22	20	110%	20	113%	0
EMPLOYMENT	0	20		20	0%	0
EMPLOYMENT RATE - 2ND QRT AFTER EXIT	0	12		12	0%	0
EMPLOYMENT RATE - 4TH QRT AFTER EXIT						
WAGE AT EMPLOYMENT	\$ 15.40					

	Activities	Qrt.	%	Year	% of	QΔ
		Plan	Plan	Plan	Plan	
Homeless LA Rise Year 2	11	13	85%	26	42%	2
	4	10	40%	20	20%	2
	0			20	0%	
	0			12	0%	
	\$ 17.42					

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.

BORAD OF STATE AND COMMUNITY CORRECTIONS (BSCC) Youth Reinvestment Program
GRANT TERM: 10/01/2019 TO 3/31/2022

REPORT PERIOD: 10/01/2019 TO 12/31/2020

	Enrolled	Year	% of	QΔ
		Plan	Plan	
YOUTH REINVESTMENT	25	150	17%	8
REFERRALS (100%)	0	75	0%	0
RISK ASSESSMENT (100%)	4	0		4
PENDING INTAKE/PARENT APPT. (100%)	16	150	11%	1
ENROLLMENTS (100%)	16	75	21%	8
INTEVENTION WORKSHOPS/WORK READINESS PREPARATION	16	75	21%	8
PAID WORK EXPERIENCE, INTERNSHIP OR OJT	0	150	0%	0
FOLLOW-UP SERVICES FOR 12 MONTHS				

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, 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.

HOME REHABILITATION AND REPAIRS PROGRAM (HRRP)

GRANT TERM: 7/01/2020 TO 6/30/2021

REPORT PERIOD: 07/01/2020 TO 12/31/2020

HOME REPAIR PROJECTS
HOME REPAIR COMPLETIONS
CLEARED HOME REPAIR APPLICATIONS BY CDBG
PENDING HOME REPAIR APPLICATIONS/INTAKE/INQUIRIES

HRRP	Enrolled	Year Plan	% of Plan	QA
	8	10	80%	5
6	10	60%	5	
8			3	
1			0	

The HRRP program provides residential home repairs to 8-10 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 8/14/2021

REPORT PERIOD: 08/15/2019 TO 12/31/2020

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

AmeriCorps	Enrolled	Year Plan	% of Plan	QA
	4	4	100%	0
18	40	45%	0	
1	5	20%	0	
3	44	7%	0	

* 1 TA dropped due to medical
** Activities impacted by COVID-19
*** New year contract pending execution

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

TRADE & ECONOMIC TRANSITION NDWG (TET)

GRANT TERM: 10/01/18 TO 9/30/21

REPORT PERIOD: 10/01/2018 TO 12/31/2020

	Grant Plan		QA
I. TOTAL CLIENTS		143	
A. ENROLLED	145	101%	3
B. NEW	3		2
C. TRAINING	84		3
D. OJT	17		0
E. Pre-Apprenticeship/Apprenticeship	0		
II. TOTAL EXITS	93		18
III. TOTAL UNSUBSIDIZED EMPLOYMENT	82		13
A. RETRAINING	36		9
ALSO ATTAINED CREDENTIAL	36		9
B. CALLED BACK WITH EMPLOYER	0		
IV. % PLACEMENT (INCL. CALL BACKS)	88%		
V. % PLACEMENT (EXCL. CALL BACKS)	88%		
AVERAGE PLACEMENT WAGE	\$ 28.69		

8/2020 - One year grant extension due to COVID-19, 6/2020 - Additional funding (\$100,000) and enrollments (13) awarded due to successful performance. The South Bay TET project has been approved to assist 150 dislocated workers that have been laid off due to economic conditions to receive employment and job training services.

EMERGENCY ADDITIONAL ASSISTANCE GRANT - COVID

GRANT TERM: 4/01/2020 TO 5/31/2021

REPORT PERIOD: 04/01/2020 TO 12/31/2020

	Grant Plan		QA
I. TOTAL CLIENTS		180	
A. ENROLLED	109	61%	21
B. NEW	6		0
C. TRAINING	36		24
D. OJT	25		13
E. Pre-Apprenticeship/Apprenticeship			
SBWIB TOTALS	26		11
II. TOTAL EXITS	22		8
III. TOTAL UNSUBSIDIZED EMPLOYMENT	0		0
A. RETRAINING	0		0
ALSO ATTAINED CREDENTIAL	0		0
B. CALLED BACK WITH EMPLOYER	1		1
IV. % PLACEMENT (INCL. CALL BACKS)		85%	
V. % PLACEMENT (EXCL. CALL BACKS)		85%	
AVERAGE PLACEMENT WAGE	\$ 26.52		

Grant extension to 5/21 - The South Bay Emergency Additional Assistance project has been approved to assist 180 dislocated workers identified from selected employers faced with substantial layoffs or closure, veterans and individuals displaced as a result of the COVID-19 pandemic.

COVID NDWG EMPLOYMENT RECOVERY GRANT

GRANT TERM: 4/10/2020 TO 3/31/2022

REPORT PERIOD: 04/10/2020 TO 12/31/2020

	Grant Plan		QA
I. TOTAL CLIENTS		177	
A. ENROLLED	58	33%	19
B. NEW	1		1
C. TRAINING	31		9
D. OJT	12		10
E. Pre-Apprenticeship/Apprenticeship	0		
SBWIB TOTALS	7		6
II. TOTAL EXITS	7		6
III. TOTAL UNSUBSIDIZED EMPLOYMENT	0		0
A. RETRAINING	0		0
ALSO ATTAINED CREDENTIAL	0		0
B. CALLED BACK WITH EMPLOYER	0		0
IV. % PLACEMENT (INCL. CALL BACKS)		100%	
V. % PLACEMENT (EXCL. CALL BACKS)		100%	
AVERAGE PLACEMENT WAGE	\$ 18.91		

The NDWG Employment Recovery grant is a statewide grant to provide employment and training services to 177 displaced workers as a result of the COVID-19 pandemic.

PRISON TO EMPLOYMENT

REPORT PERIOD: 12/01/2019 TO 12/31/2020

GRANT PERIOD: 12/01/2019 TO 03/31/22

	SBWIB		LA CITY		LA COUNTY		FOOTHILL		PACIFIC GATEWAY		SELACO		VERDUGO		TOTALS		PLANNED	PERCENT OF PLAN
TOTAL PLANNED ENROLLMENTS	35	QΔ	282	QΔ	269	QΔ	28	QΔ	35	QΔ	28	QΔ	28	QΔ			705	
I. TOTAL CLIENTS																		
A. Individual Direct Services	42	25	157	34	223	154	1		6	0	36	19	0				400	116%
B. Supportive Services & Earn and Learn	21	19	360	359	13	12	0	1	15	0	30	12	0				305	144%
II. ACTIVITIES																		
SUBSIDIZED EMPLOYMENT	1	1	10	10	3	3	0		0		8	8	0				22	22
Transfer to Other Agency																	0	0
TRAINING	16	16	86	86	13	13	0		0		11	11	0				126	126
CREDENTIAL OBTAINED	0		75	75	13	13	0		0		11	11	0				99	99
UNSUBSIDIZED EMPLOYMENT	0		55	55	30	30	0		0		3	3	0				88	88
																	422	422

Prison to Employment is a regional employment and training program to assist formerly incarcerated individuals. On behalf of the LA Basin, SBWIB serves as the fiscal agent and program lead on behalf of the seven Workforce Boards in Los Angeles County.

Teen Center Attendance Report -2nd Quarter

October 1, 2020- October 31, 2020

Inglewood Teen Center	New	Returning	Total
Inglewood	0	26	26
Hawthorne	0	0	0
Lawndale	0	0	0
Gardena	0	0	0
TOTAL	0	26	26

Hawthorne Teen Center	New	Returning	Total
Inglewood	0	0	0
Hawthorne	7	19	26
Lawndale	0	0	0
Gardena	0	0	0
Torrance	0	0	0
TOTAL	7	0	26

November 1, 2020- November 30, 2020

Inglewood Teen Center	New	Returning	Total
Inglewood	1	49	50
Hawthorne	0	0	0
Lawndale	0	0	0
Gardena	0	0	0
TOTAL	1	49	50

Hawthorne Teen Center	New	Returning	Total
Inglewood	0	0	0
Hawthorne	1	96	97
Lawndale	0	0	0
Gardena	0	0	0
Torrance	0	0	0
TOTAL	1	96	97

December 1, 2020- December 31, 2020

Inglewood Teen Center	New	Returning	Total
Inglewood	0	63	63
Hawthorne	0	0	0
Lawndale	0	0	0
Gardena	0	0	0
TOTAL	0	63	63

Hawthorne Teen Center	New	Returning	Total
Inglewood	0	0	0
Hawthorne	0	98	98
Lawndale	0	1	1
Gardena	0	0	0
Torrance	0	0	0
TOTAL	0	99	99

QUARTER TOTAL	Quarter 1	Quarter 2	Total
Inglewood Teen Center	200	139	339
Hawthorne Teen Center	82	222	304



facebook

**Facebook’s Career Connection Program is Seeking Businesses Looking to Expand Their Online Presence By Hosting a Facebook Paid-For Intern in Summer 2021!
THIS IS A NO COST SERVICE**

**FACEBOOK IS
LOOKING FOR
EMPLOYER PARTNERS
in the South Bay!**



Brought to you by
**SOUTH BAY WORKFORCE
INVESTMENT BOARD**

ABOUT THE PROGRAM

South Bay Workforce Investment Board has partnered with Facebook to train individuals in Digital Marketing and support businesses local to the South Bay. We amplify the online presence of small businesses at no-cost, while launching the careers of job seekers. 91% of Employer Partners recommend the program. 85% of Employer Partners improved their online presence. 62% extend permanent job offers to their interns.

EMPLOYER BENEFITS

- Qualified businesses will receive:
- A Trained & Certified Facebook Intern
 - Intern paid by SBWIB for 120+ hours
 - Exclusive Training, Resources + Support
 - Improved Social Media + Digital Presence
 - A \$500 Facebook Ad Credit

Program begins May 2021

- Employer partnership requirements include:
- Certificate of liability insurance
 - Workers Compensation and Employers Liability
 - Preference is provided to businesses located in the South Bay
 - Other eligibility criteria may apply

SIGN-UP YOUR BUSINESS TODAY!

Click on the link below &
Complete the Interest Form
tinyurl.com/EmployerSignUpSBWIBFacebook

We will contact you soon.
DEADLINE to sign-up is April 2021

For all inquiries, please email:
sbwibspecialprojects@gmail.com



facebook

Career Connections

JOIN FACEBOOK'S CAREER CONNECTION PROGRAM FOR A PAID & VIRTUAL INTERNSHIP OPPORTUNITY IN SOCIAL MEDIA + DIGITAL MARKETING

FACEBOOK IS LOOKING FOR INTERNS IN THE SOUTH BAY!



BROUGHT TO YOU BY SOUTH BAY WORKFORCE INVESTMENT BOARD

ABOUT THE PROGRAM

South Bay Workforce Investment Board has partnered with Facebook to train individuals in Digital Marketing. We will provide you with training, a Facebook Employee mentor, and connect you to job opportunities.

INTERNSHIP DESCRIPTION

- **Job Title:** Digital Marketing Fellow
- **Pay:** \$15/hr
- **Phase 1 Training:** 4-6 hrs/wk for 6 weeks
- **Phase 2 Work Remotely:** 20hrs/wk for 12 weeks
- **Location:** 100% virtual
- **Requirements:** Age 18+, Right-to-Work documents, laptop & Internet access
- **Program begins Spring 2021**

SIGN-UP TODAY!

Click on the link below & Complete the Interest Form

<https://tinyurl.com/sbwib>

We will contact you soon.
DEADLINE to sign-up is 02/26/2021

For all inquiries, please email: sbwibspecialprojects@gmail.com

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.

Virtual Mentors Available



Would you like your child to receive virtual peer mentoring services during their remote learning experience?

Get paired with a Virtual Learning Ambassador!

The South Bay Workforce Investment Board strives to assist schools with virtual services through our Virtual Learning Ambassadors (VLA). VLA's are paid student interns who support elementary/middle/high school students, teachers and parents who need assistance adapting to a digital presence during COVID-19.

Scan QR Code
to sign up



FOR MORE INFORMATION CONTACT:

BRIAN NUNEZ

Inglewood One-Stop

Phone: (310) 680-3700 • Email: bnunez@sbwib.org



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.



Dr. I. Angelov Farooq, Chair ■ Tim Rainey, Executive Director ■ Gavin Newsom, Governor

12/01/2020

Jan Vogel
South Bay Workforce Investment Board
11539 Hawthorne Blvd, Suite 500
Hawthorne, CA 90250

SUBJECT: Application for Certification of High Performing Board

Dear Director Vogel,

The California Workforce Development Board has received and carefully assessed your application for certification as a High Performing Board under the California Unemployment Insurance Code Section 14200.

This letter is to inform you that South Bay Workforce Investment Board met the eligibility requirements outlined in [Workforce Services Directive WSD19-12](#). Therefore, your application requesting designation as a High Performing Board for the period of July 1, 2020, through June 30, 2023 has been approved.

If you have any questions, please contact your Employment Development Department Regional Advisor.

A handwritten signature in black ink, appearing to read 'Tim Rainey'.

TIM RAINEY, Executive Director
California Workforce Development Board

cc: Anthony Crouch, Regional Advisor



PRESS RELEASE

December 17, 2020

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

**State of California Once Again Names the South Bay Workforce Investment Board
As One of the Highest Performing Workforce Investment Boards Statewide**

HAWTHORNE – The South Bay Workforce Board (SBWIB) has once again been recognized by the California Workforce Development Board (CWDB) as one of the highest performing workforce investment boards in the state. The announcement this month in Sacramento follows an extensive review of the SBWIB’s participant placement performance and compliance with guidelines that cover the adoption of a five-year Local Plan which among other things, integrates local business development with workforce initiatives.

“It is indeed gratifying to receive this high honor from the State Board and it reflects the professionalism and dedication of not only our staff, but also the volunteer board members who establish the policies we operate under while monitoring our progress year round,” said Jan Vogel, SBWIB Executive Director.

Mr. Vogel also acknowledged the many partnerships SBWIB has maintained over the years with the business sector and employers as well educational institutions to help reduce high school dropout rates and help learners understand career pathway options that can help them gain post-secondary degrees and other credentials valued by employers in the local and regional labor market.

The SBWIB provides business services and employment preparation assistance to adults and youth through its four Business One-Stop Business and Careers Centers that serve 11 South Bay cities. It also operates Teen Centers in Hawthorne and Inglewood and Youthbuild in Lennox.

In complying with safe distancing and health protocols mandated by local and state authorities to lessen the spread of the COVID-19, SBWIB has implemented virtual services and appointment requirements for customers. For further information please call 310-970-7700 or visit www.sbwib.org.

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NEWS

South Bay Workforce Investment Board

FOR IMMEDIATE RELEASE

South Bay Workforce Investment Board
11539 Hawthorne Blvd., Suite 500
Hawthorne, CA 90250

November 19, 2020

Contact: Jan Vogel 310-970-7700

**South Bay Workforce Investment Board and
Centinela Valley Union High School District
Present Virtual Community Partner Summit and Academy Expo**

HAWTHORNE – More than 100 students, faculty advisors, instructors and southland based employers participated in the 4th annual Community Partner Summit and Academy Expo, presented virtually on November 18th, by the Centinela Valley Union High School District (CVUHSD) in cooperation with the South Bay Workforce Investment Board (SBWIB).

The annual event enabled business owners and professionals to learn about the CVUHSD career academies and career pathways opportunities. The hour-long session included keynote speakers, presentations by students, and breakout rooms for industry partners to connect with students. The Zoom powered event utilized a combination of formats including webinar, meeting, and breakout rooms.

“We are proud of our long-time partnership with the Centinela District in presenting this community partnership event, which enables public and private employers to learn about mentoring, internships, and work-based learning experiences that these students are eager and prepared to take on,” noted SBWIB Executive Director Jan Vogel.

CVUHSD offers students learning experiences in nine different career academies including: Academy of Cinematic Arts, Biomedical Careers Academy, Culinary Careers Academy, Environmental Careers Academy, Marine Science Academy, Multimedia Careers Academy, School of Criminal Justice, School of Manufacturing & Engineering and Technical Arts and Design Academy. Career Technical Education Pathways in Commercial Music, Wood Tech and an Entrepreneurship Pathway are also offered.

The SBWIB operates four One Stop Business & Careers Centers within the South Bay area providing adult, youth and business services at no cost to the public, plus two Teen Centers in Inglewood and Hawthorne. For more information, please call (310) 970-7700 or visit SBWIB.org.

#

4th Annual Community Partner Summit and Academy Expo Photo Caption



Gregory O'Brien, Superintendent of Schools (bottom left) for CVUHSD and Jan Vogel, Executive Director at the SBWIB (bottom right) provide encouraging words to students and businesses attending the event presented by Centinela Valley Union High School District with assistance from the South Bay Workforce Investment Board.

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PRESS RELEASE

November 2, 2020

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

**South Bay Workforce Investment Board 25th Annual Awards Ceremony
Attracts Virtual Audience of nearly 300 Community Partners,
Elected Officials and Award Recipients**

HAWTHORNE -The South Bay Workforce Investment Board (SBWIB) presented its 25th Annual Awards Ceremony before a virtual audience of nearly 300 participants, October 28th that featured both live and pre-recorded speakers in a one-hour presentation.

SBWIB Executive Director Jan Vogel served as master of ceremonies for the program and highlighted some of the many accomplishments and innovative programs that the SBWIB has developed over the past 38 years. Of special note, he reflected on the most recent accomplishments, "the South Bay WIB placed about 1,000 new apprentices into the construction trades for the SoFi Stadium project in Inglewood and some related projects, and what we are real proud of is that about half of those individuals are African American," Mr. Vogel said.

Several elected officials provided welcoming and congratulatory messages. Among them were Congresswoman Maxine Waters, Inglewood Mayor James T. Butts, Jr., Assemblywoman Autumn Burke, Assemblyman Mike Gipson and Carson Mayor Albert Robles. SBWIB Chairman of the Board of Directors Wayne Spencer also provided a welcome message.

Mr. Vogel extended special gratitude to the 28 sponsors that provided financial support to the event including the Presenting Sponsors Southern California Edison and Inglewood Game Changer-Clippers Arena. Numerous attendees shared congratulatory messages in the chat section of the broadcast honoring the SBWIB for "its many great years of changing lives and keeping the South Bay great."

The SBWIB Community Partner Award was presented to Dr. Dena Maloney, Superintendent and President of El Camino College. Mr. Vogel praised her for many years of involvement with the SBWIB and many collaborations including the South Bay Promise Program. Dr. Maloney is retiring at the end of the school year.

The Esther Williams Award of Excellence, SBWIB's most prestigious award, was presented to Dr. James Limbaugh, President of West Los Angeles College. Mr. Vogel noted that Dr. Limbaugh is a visionary who strives to enhance student academic success as a community goal. Thanks to his priority to establish academic programs and services that reflect the needs of the region, the college collaborated with SBWIB to create an apprenticeship program in aerospace engineering that became the first apprenticeship of its kind to be certified by the U.S. Department of Labor.

Seven South Bay based small and large businesses were honored for their proactive efforts to work with the SBWIB in placing qualified job applicants into subsidized On-The-Job Training and apprentice positions. They included: Casa Bella Properties in Lawndale; Cilajet Aviation Grade in Gardena; Hollywood Park Casino, SoFi Stadium and Servicon Systems, Inc in Inglewood; Morf3D in El Segundo, and Always Best Care in Manhattan Beach.



www.sbwib.org

Twenty individual success stories were featured out of the thousands of individuals who went through the SBWIB program throughout the SBWIB's service area in the South Bay. Those twenty individuals were recognized for their success in overcoming severe obstacles to gain full time employment.

Final recognition went to the many SBWIB training providers throughout the greater LA County region, who successfully placed job seekers into full time positions.

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. During the current pandemic crisis, individuals and business operators needing services must call ahead to schedule an appointment. For further information, please call (310) 970-7700 or visit www.sbwib.org

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Jan Vogel: "Thank you to our valued city partners; City of Inglewood, City of Hawthorne, City of Torrance, City of Gardena, City of Lawndale, City of El Segundo, City of Carson, City of Lomita, City of Redondo Beach, City of Manhattan Beach, and City of Hermosa Beach; and thank you for your continued support and help to make a difference in the lives of so many."

RESOLUTION NO. CC-2102-005

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF LAWNSDALE, CALIFORNIA
AUTHORIZING CERTAIN CLAIMS AND DEMANDS
IN THE SUM OF \$96,912.75**

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

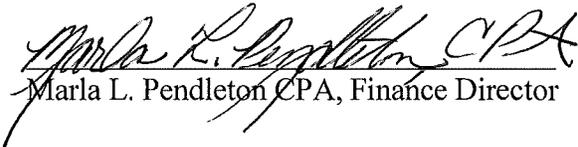
SECTION 1. That in accordance with Sections 37202 and 37209 of the Government Code, the Finance Director, as certified below, hereby attests to the accuracy of these demands and to the availability of funds for the payment thereof.

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 200815 through 200859 for the aggregate total of \$96,912.75 are hereby authorized.

Effective Date: February 16th, 2021

Certified by:


Marla L. Pendleton CPA, Finance Director

PASSED, APPROVED AND ADOPTED this 16th day of February, 2021.

Robert Pullen-Miles, Mayor

ATTEST:

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

I, Erica Harbison, 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-2102-005 at a regular meeting of said Council held on the 16th day of February, 2021, by the following roll call vote:

Name	Voting		Present, Not Voting		Absent
	Aye	No	Abstain	Not Participating	
Robert Pullen-Miles, Mayor					
Pat Kearney, Mayor Pro Tem					
Rhonda Hofmann Gorman					
Sirley Cuevas					
Bernadette Suarez					

 Erica Harbison, City Clerk

City of Lawndale
Summary of Audited Claims and Demands

Claims and Demands Paid By Check:

Check Date	Beginning	Check Number	Ending	Aggregate Total
1/28/2021	200815	200842	200842	68,474.64
2/4/2021	200843	200859	200859	28,438.11
Total Checks				96,912.75

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			96,912.75

Check Register Report

Date: 01/28/2021
 Time: 1:35 pm
 Page: 1

BANK: WELLS FARGO BANK N.A

City of Lawndale

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
WELLS FARGO BANK N.A Checks							
200815	01/28/2021	Printed		7660	ARAMSCO INC	HAND SANITIZER	563.82
200816	01/28/2021	Printed		2207	ASAP SIGN & BANNER	PARKING PERMITS	1,356.08
200817	01/28/2021	Printed		7746	ATI HOLDCO, LLC	INSURANCE DEDUCTIBLE	10,000.00
200818	01/28/2021	Printed		7745	SHIRLEY BARRASO	BL OVERPAYMENT REFUND	4.00
200819	01/28/2021	Printed		7742	CAROLINE BUSTILLOS	PLANNING DEPOSIT REFUND	259.72
200820	01/28/2021	Printed		0615	CLEANSTREET	STREET SWEEPING CITYWIDE	18,243.50
200821	01/28/2021	Printed		0190	COLONIAL LIFE & ACCIDENTS, INC	EMPLOYEE BENEFITS-JAN	2,516.04
200822	01/28/2021	Printed		3886	SIRLEY CUEVAS	GENERAL ELECTION DEPOSIT RFD	407.82
200823	01/28/2021	Printed		0216	DELTA DENTAL	EMPLOYEE BENEFITS-JAN	950.90
200824	01/28/2021	Printed		5702	DIV OF THE STATE ARCHITECT	SB1186 4TH QTR 2020 REPORTINGS	106.00
200825	01/28/2021	Printed		5964	GARDENA GLASS CO INC	WINDOW REPAIR COMMUNITY CENTER	678.01
200826	01/28/2021	Printed		0441	GOLDEN STATE WATER CO.	WATER USAGE SERVICES	16,611.09
200827	01/28/2021	Printed		3377	H F & H CONSULTANTS, LLC	PROFESSIONAL SERVICES	7,471.50
200828	01/28/2021	Printed		6944	RHONDA HOFMANN-GORMAN	GENERAL ELECTION DEPOSIT RFD	407.82
200829	01/28/2021	Printed		7662	ITERIS INC	ENGINEERING SERVICES	1,150.00
200830	01/28/2021	Printed		7741	MANHATTAN BUSINESS CENTER	BL OVERPAYMENT REFUND	139.04
200831	01/28/2021	Printed		3676	NATL ASSOC OF PARLIAMENTARIANS	MEMBERSHIP R. PULLEN-MILES	119.00
200832	01/28/2021	Printed		7743	TONY J NUCCIO	BL OVERPAYMENT REFUND	50.00
200833	01/28/2021	Printed		3781	PARS	GASB 68 DISCLOSURE REPORT	3,000.00
200834	01/28/2021	Printed		0411	ROBERT PULLEN-MILES	GENERAL ELECTION DEPOSIT RFD	407.82
200835	01/28/2021	Void	01/28/2021	5229	REGISTRAR RECORDER COUNTY CLRK	GENERAL ELECTION PRINTING COST	0.00
200836	01/28/2021	Printed		4802	DANIEL REID	GENERAL ELECTION DEPOSIT RFD	407.82
200837	01/28/2021	Printed		0849	THE SAFEMART OF SO CAL INC	KEYS	251.42
200838	01/28/2021	Printed		7744	HARRY VELLIOS	BL OVERPAYMENT REFUND	21.50
200839	01/28/2021	Printed		0479	VISION SERVICE PLAN	EMPLOYEE BENEFITS-JAN	853.98
200840	01/28/2021	Printed		7699	JIN T WONG	BL OVERPAYMENT REFUND	94.00
200841	01/28/2021	Printed		0389	DELTA DENTAL INS	EMPLOYEE BENEFITS-JAN	35.04
200842	01/28/2021	Printed		5229	REGISTRAR RECORDER COUNTY CLRK	GENERAL ELECTION PRINTING COST	2,368.72

Total Checks: 28 **Checks Total (excluding void checks): 68,474.64**

Total Payments: 28 **Bank Total (excluding void checks): 68,474.64**

Total Payments: 28 **Grand Total (excluding void checks): 68,474.64**

Check Register Report

Date: 02/04/2021
 Time: 12:08 pm
 Page: 1

BANK: WELLS FARGO BANK N.A

City of Lawndale

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
WELLS FARGO BANK N.A Checks							
200843	02/04/2021	Printed		0613	BERICOM IT & DESIGN	NTWK MAINT & COMPUTER SUPPORT	11,902.00
200844	02/04/2021	Printed		7223	CHRISTINA CARROLL	PRSSC MEETING STIPEND	50.00
200845	02/04/2021	Printed		6636	FRONTIER COMMUNICATIONS	PHONE CHARGES-01/19-02/18/21	85.69
200846	02/04/2021	Printed		7747	THANH HUA	REFUND FOR PLANNING DEPOSIT	396.97
200847	02/04/2021	Printed		6134	JOHN MARTINEZ	PLANNING COMMISSION STIPEND	100.00
200848	02/04/2021	Printed		6445	MICHAEL BAKER INTL, INC	PROFESSIONAL SERVICES	9,932.50
200849	02/04/2021	Printed		1050	UFFE MOLLER	PLANNING COMMISSION STIPEND	100.00
200850	02/04/2021	Printed		7402	SEAN MOORE	TUITION REIMBURSEMENT PROGRAM	1,800.00
200851	02/04/2021	Printed		7743	TONY J NUCCIO	BL OVERPAYMENT REFUND	50.00
200852	02/04/2021	Printed		0367	OFFICE DEPOT	OFFICE SUPPLIES	888.22
200853	02/04/2021	Printed		6698	SHIRLEY RUDOLPH	PRSSC MEETING STIPEND	50.00
200854	02/04/2021	Printed		6680	SCOTT SMITH	PLANNING COMMISSION STIPEND	100.00
200855	02/04/2021	Printed		0440	SOUTHERN CALIFORNIA GAS CO.	UTILITY GAS CHARGES	360.81
200856	02/04/2021	Printed		4142	TIME WARNER CABLE	INTERNET SVCS-01/21-02/21/21	711.36
200857	02/04/2021	Printed		3672-FLEET	U.S. BANK VOYAGER FLEET SYS	FLEET SERVICES-FUEL	1,830.58
200858	02/04/2021	Printed		3672-FIN	U.S. BANK	CREDIT CARD PAYMENT	29.98
200859	02/04/2021	Printed		6697	DANIEL T WOODS	PRSSC MEETING STIPEND	50.00

Checks Total (excluding void checks):

Bank Total (excluding void checks):

Grand Total (excluding void checks):

Total Checks: 17

Total Payments: 17

Total Payments: 17

28,438.11

28,438.11

28,438.11

**MINUTES OF THE
LAWNDALE CITY COUNCIL REGULAR MEETING
February 1, 2021**

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, Mayor Pro Tem Pat Kearney, Councilmember Bernadette Suarez, Councilmember Rhonda Hofmann-Gorman, Councilmember Sirley Cuevas

Other Participants: City Clerk Erica Harbison, City Manager Kevin M. Chun, 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, Public Works Director Julian Lee

B. CEREMONIALS

Councilmember Sirley Cuevas led the flag salute.

C. PRESENTATIONS

1. Retirement – Thomas M. Strickfaden II, Cable Television Supervisor

Mayor Pullen-Miles recognized the service and retirement of Thomas M. Strickfaden II, retired Cable Television Supervisor.

Thomas M. Strickfaden II, retired Cable Television Supervisor, thanked the Mayor and City Council and reflected on his time working at the City of Lawndale.

2. Retirement – Chandra Phipps, Accounting Specialist

Mayor Pullen-Miles recognized the service and retirement of Chandra Phipps, retired Accounting Specialist.

Chandra Phipps, retired Accounting Specialist, thanked the Mayor and City Council and reflected on her time working at the City of Lawndale.

D. PUBLIC SAFETY REPORT

Captain Duane Allen summarized the recent law enforcement activities.

E. ORAL COMMUNICATIONS - ITEMS NOT ON THE AGENDA

Randall Abram, Resident, spoke opposition to the City's stance and recent continuation of legal fireworks.

F. COMMENTS FROM COUNCIL

No comments were provided by the Council.

G. CONSENT CALENDAR

3. Accounts Payable Register

Recommendation: that the City Council adopt Resolution No. CC-2102-004, authorizing the payment of certain claims and demands in the amount of \$679,895.22.

4. Minutes of the Lawndale City Council Regular Meeting – January 19, 2021

Recommendation: that the City Council approve.

Mayor Pro-Tem Kearney noted one minor correct to be made to the January 19, 2021 Minutes.

A motion by Mayor Pro Tem Kearney to approve the consent calendar was seconded by Councilmember Suarez and carried by a vote of 5-0.

H. ADMINISTRATION

5. Award Contract for Solid Waste Consulting Services

Recommendation: that the City Council (a) award the contract for the Solid Waste Consulting Services to HF&H Consultants, LLC in the amount of \$293,097 for the 29 month service period from February 1, 2021 through June 30, 2023; (b) authorize an increase in AB939 contract services appropriations for Fiscal Year 2020-21 in the amount of \$44,289.

Public Works Director Julian Lee reported on awarding the contract for Solid Waste Consulting Services.

Mayor Pro Tem Kearney inquired why staff did not go with the lowest proposal. Public Works Director Lee explained that the consultant was selected based on other considerations and not specifically cost.

Councilmember Cuevas inquired as to the vast discrepancy in the audit fee when comparing two different consultant proposals and suggested negotiating it down. Public Works Director Lee explained the audit fee and selection process.

Mayor Pullen-Miles inquired as to when the City had to go with the lowest responsible bid.

Tiffany Israel explained that in Public Works Construction bidding the agency must award to the lowest bidder and in a professional services contract it isn't mandatory to go with the lowest proposal.

Public Works Director Lee explained the staff review that went into the selection of HF&H Consultants, LLC.

Mayor Pullen-Miles inquired about the stark difference in auditing fees between Go2Zero and of HF&H Consultants, LLC. Public Works Director Lee explained that he felt one of the proposers lacked understanding of the scope of the audit.

Councilmember Suarez recommended getting clarification from Go2Zero on their low auditing fee.

Councilmember Hofmann Gorman recommended getting clarification on the auditing fee before they voted on it. Mayor Pullen-Miles advised that it could be tabled unless it had a timing consideration.

Public Works Director Lee and City Manager Kevin Chun noted there was no timing issue and the audit fee could be negotiated by staff with HF&H Consultants, LLC, the item would be brought back at a subsequent meeting.

Without objection, the City Council tabled Item No. 5 to be heard at a subsequent meeting.

6. Approval of City Attorney Services Agreement

Recommendation: that the City Council (a) approve the Legal Services Agreement with Burke, Williams & Sorensen, LLP for providing City Attorney services; (b) appoint Gregory M. Murphy as the new City Attorney.

City Manager Kevin Chun reported on the City Attorney Services Agreement.

A lengthy dialogue ensued between Mayor Pro Tem Kearney and Gregory M. Murphy regarding the attached agreement, contract term and termination, clarification on the rate structure, reimbursed travel time for a substitute City Attorney, and evaluation/review periods.

A motion by Mayor Pro Tem Kearney to approve the Legal Services Agreement with Burke, Williams & Sorensen, LLP for providing City Attorney services and appoint Gregory M. Murphy as the new City Attorney, was seconded by Councilmember Cuevas and carried by a vote of 5-0.

Assistant City Clerk Matthew Ceballos Administered the Oath of Allegiance to newly appointed City Attorney Gregory M. Murphy.

I. CITY MANAGER'S REPORT

No comments were provided.

J. ITEMS FROM CITY COUNCILMEMBERS

7. Mayor/City Councilmembers Report of Attendance at Meetings and/or Events

Councilmember Suarez attended the South Bay Cities Council of Governments Board of Directors meeting and thanked former City Attorney Tiffany J. Israel for her service and support.

Councilmember Sirley Cuevas attended a webinar about LGBTQ Small Business Administration resources and thanked former City Attorney Tiffany J. Israel for her service and support.

Councilmember Rhonda Hofmann-Gorman attended the League of California Cities virtual New Mayors and Councilmember Academy and thanked former City Attorney Tiffany J. Israel for her service and support.

Mayor Pro Tem Kearney thanked former City Attorney Tiffany J. Israel for her service and support.

Mayor Pullen-Miles thanked former City Attorney Tiffany J. Israel for her service and support and spoke about the recent Kobe Bryant mural. The Mayor then spoke about exploring an arts program in the future.

K. CLOSED SESSION

At 7:01 p.m. the City Council entered into closed session.

8. Public Employee Performance Evaluation

The City Council will hold a closed session, pursuant to Government Code section 54957(b), to conduct an employee evaluation concerning the City Manager.

At 8:32 p.m. the City Council entered back into open session.

City Attorney Gregory M. Murphy reported that the City Council met in Closed Session to discuss the one item listed on the Closed Session agenda. The City Council gave unanimous direction to continue the item at a subsequent in-person special meeting.

L. ADJOURNMENT

There being no further business to conduct, the Mayor adjourned the meeting in memoriam of Chuck Rundle at 8:32 p.m.

Robert Pullen-Miles, Mayor

ATTEST:

Erica Harbison, City Clerk

Approved: 02/16/2021

**MINUTES OF THE
LAWNDALE CITY COUNCIL SPECIAL MEETING
February 10, 2021**

A. CALL TO ORDER AND ROLL CALL

Mayor Pullen-Miles called the meeting to order at 6:01 p.m. in the Lawndale Community Center, 14700 Burin Avenue, Lawndale, California.

Councilmembers Present: Mayor Robert Pullen-Miles, Mayor Pro Tem Pat Kearney, Councilmember Bernadette Suarez, Councilmember Rhonda Hofmann-Gorman, Councilmember Sirley Cuevas

Other Participants: City Manager Kevin M. Chun, City Attorney Gregory M. Murphy

B. CEREMONIALS

Mayor Pullen-Miles led the flag salute.

C. ORAL COMMUNICATIONS - ITEMS NOT ON THE AGENDA

None.

D. COMMENTS FROM COUNCIL

None.

E. CLOSED SESSION

At 6:02 p.m. the City Council entered into closed session.

1. Public Employee Appointment

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

At 7:27 p.m. the City Council entered back into open session.

City Attorney Gregory M. Murphy reported that the City Council met in Closed Session to discuss the one item listed on the Closed Session agenda. City Attorney Gregory M. Murphy noted that the City Manager had the full support of the City Council and looked forward to moving forward with him this year.

F. ADJOURNMENT

There being no further business to conduct, the Mayor adjourned the meeting at 7:28 p.m.

Robert Pullen-Miles, Mayor

ATTEST:

Erica Harbison, City Clerk

Approved: 2/16/2021



CITY OF LAWNDALE

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

DATE: February 16, 2021

TO: Honorable Mayor and City Council

FROM: Kevin M. Chun, City Manager 

REVIEWED BY: Sean M. Moore, AICP, Director of Community Development 

PREPARED BY: Rafael Garcia, Associate Planner 

SUBJECT: **Case No. 21-02: Consideration of an Amendment to Title 17 of the Lawndale Municipal Code, Pertaining to the Development Standards for Accessory Dwelling Units to Reflect Recent Changes in State Law and a Finding of Exemption from CEQA**

BACKGROUND

In light of the housing crises, State laws on “second units” have been expanded again to give property owners more latitude to add new housing units. An accessory dwelling unit (“ADU”) is an additional attached or detached living space built on a residential lot that already has a single or multifamily dwelling. An ADU must have separate eating, cooking, sleeping, and sanitation facilities from the primary residential unit. A junior accessory dwelling unit (“JADU”), on the other hand, is a unit that is no more than 500 square feet in size and contained entirely within a single-family residence. A JADU may include or share a sanitation facility with the existing structure.

ADUs provide housing opportunities through the use of surplus space either in or adjacent to a single-family dwelling. AB 3182 and SB 1030 were signed into law and became effective on January 1, 2021. These bills revise Government Code Section 65852.2, which in turn necessitates an amendment to the City’s ADU Ordinance.

Before 2021, the City was required to allow one ADU or JADU within a single-family dwelling, subject to certain restrictions. These bills now require the City agencies to approve one ADU and one junior ADU within a proposed or existing single-family dwelling. Accordingly, to comply with the new State laws, City staff and the Planning Commission conducted a public hearing on this matter and adopted a Resolution recommending that the City Council amend Title 17 of the Lawndale Municipal Code (“LMC”) related to ADUs to make the LMC consistent with the new State laws.

STAFF REVIEW

The proposed amendments to the Lawndale Municipal Code are intended to bring the City's ADU Ordinance into compliance with the recent changes in the State laws. The proposed amendments to the Lawndale Municipal Code as it relates to Accessory Dwelling Units are the following:

- *Allows JADUs to be developed on any residential or mixed use zoned lot with a single family residence.*

This would allow a JADU and an ADU as part of all single family dwellings. This means that one JADU and one ADU will be allowed on all residential or mixed use zoned lots developed with a single family dwelling. However, no JADUs will be allowed on any lot developed with multiple units.

ENVIRONMENTAL ASSESSMENT

Planning Commission Resolution No. 21-01 recommends that the City Council determine that the proposed amendments are exempt from the California Environmental Quality Act (CEQA) pursuant to Public Resources Code Section 21080.17 and CEQA Guidelines section 15282(h). These sections statutorily exempt the adoption of an ordinance implementing provisions of Government Code Section 65852.1 and 65852.2. This ordinance would allow for the construction of accessory dwelling units and junior accessory dwelling units in residential zones consistent with and as required by State law. Additionally, the ordinance is exempt from 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, 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. The proposed amendments to the Accessory Dwelling Unit Ordinance, are consistent with the State law.

PUBLIC REVIEW

Notices of a public hearing were posted on the bulletin board outside City Hall and published in the *Daily Breeze* on February 4, 2021. As of the writing of this staff report, no comments from the public have been received concerning the proposed ADU amendments.

PLANNING COMMISSION REVIEW

At a public hearing held on January 27, 2021, the Planning Commission reviewed the draft ordinance and approved Resolution 21-01 recommending that the City Council adopt Ordinance No. 1178-21.

LEGAL REVIEW

The City Attorney has reviewed Ordinance No. 1178-21 and has approved it as to form.

FISCAL IMPACT

Not Applicable

RECOMMENDATION

It is recommended that the City Council do the following;

- A. Conduct a public hearing;
- B. Determine that Ordinance No. 1178-21 is exempt from the California Environmental Quality Act (“CEQA”) pursuant to Section 15061(b)(3) of the CEQA Guidelines; and
- C. Introduce the first reading of Ordinance No. 1178-21, an Ordinance amending the Lawndale Municipal Code regarding ADU amendments to reflect recent changes in state law.

ATTACHMENTS:

- A. Resolution 21-01
- B. Ordinance No. 1178-21
- C. Proof of Publishing Daily Breeze Notice

Attachment A

Resolution 21-01

RESOLUTION NO. 21-01

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF LAWNSDALE, CALIFORNIA RECOMMENDING THAT THE CITY COUNCIL AMEND TITLE 17 OF THE LAWNSDALE MUNICIPAL CODE, PERTAINING TO ACCESSORY DWELLING UNITS (CITY-WIDE) AND ADOPT A FINDING OF CEQA EXEMPTION

WHEREAS, in light of the statewide shortage of housing, the State Laws on accessory dwelling units have been expanded again to give property owners more latitude to add new housing units; and

WHEREAS, the Governor of the State of California signed Assembly Bill 3182 (AB 3182) and Senate Bill 1030 (SB 1030) which became effective on January 1, 2021, to, among other things, make certain clarifying changes state laws related to Accessory Dwelling Units ("ADUs") and Junior Accessory Dwelling Units ("JADUs"); and

WHEREAS, the Planning Commission now desires to recommend that the City Council revise the City's Zoning Code related to ADUs and JADUs to make the LMC comply with the Bills; and

WHEREAS, on January 27, 2021, the Planning Commission considered the proposed amendments to Title 17 of the LMC at a properly noticed public hearing; and

WHEREAS, evidence was heard and presented from all persons interested in affecting said proposal, from all persons protesting the same and from members of the City staff, and the Planning Commission has reviewed, analyzed and studied said proposal.

NOW, THEREFORE, THE PLANNING COMMISSION OF THE CITY OF LAWNSDALE, CALIFORNIA DOES HEREBY RESOLVE AND RECOMMEND AS FOLLOWS:

Section 1. The Planning Commission finds and determines that the recitals above are true and correct.

Section 2. The Planning Commission further finds and determines that the changes to the City's Zoning Code made by this Ordinance are consistent with the General Plan of the City of Lawnsdale. Additionally, the proposed updates to the Lawnsdale Municipal Code would bring the City's Code up to date with the State Laws pertaining to ADUs and JADUs.

Section 3. The Planning Commission does hereby recommend that the City Council amend the Lawnsdale Municipal Code, by adopting the proposed ordinance, amend the Code regarding Accessory Dwelling Units and Junior Accessory Dwelling Units in order to reflect recent changes in State Law.

Section 4. The Planning Commission does hereby recommend that the City Council find and determine that the proposed amendments are exempt from the California Environmental Quality Act ("CEQA") pursuant to Public Resources Code Section 21080.17 and CEQA Guidelines section 15282(h). These sections statutorily exempt the adoption of an ordinance implementing provisions of Government Code Section 65852.1 and 65852.2. This ordinance would allow for the construction of accessory dwelling units and junior accessory dwelling units in residential zones consistent with and as required by state law. Additionally, the ordinance is exempt from 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, 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. The amendments to the Lawndale Municipal Code would update the City's Accessory Dwelling Unit Ordinance in order to reflect recent changes in state law.

PASSED, APPROVED AND ADOPTED THIS 27th DAY OF JANUARY, 2021



Uffe Moller, Chairperson
Lawndale Planning Commission

ATTEST

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS
CITY OF LAWNDALE)

I, Sean M. Moore, AICP, Community Development Director for the City of Lawndale, California, do hereby certify that the foregoing **Resolution No. 21-01** was duly approved and adopted by the Planning Commission of the City of Lawndale at a regular meeting of said Commission held on the **27th day of January, 2021** by the following roll call vote:

AYES: **Moller, Martinez, Smith**
NOES:
ABSENT:
ABSTAINED:



Sean M. Moore, AICP
Community Development Director

Attachment B

Ordinance No. 1178-21

ORDINANCE NO. 1178-21

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
LAWDALE, CALIFORNIA AMENDING CERTAIN SECTIONS IN
TITLE 17, ZONING, OF THE LAWDALE MUNICIPAL CODE
REGARDING ACCESSORY DWELLING UNITS AND FINDING
OF EXEMPTION FROM CEQA**

SUMMARY: This ordinance amends the regulations in the City's Zoning Code for accessory dwelling units and junior accessory dwelling units consistent with current state law.

WHEREAS, in light of the statewide shortage of housing, the State laws on accessory dwelling units have been repeatedly expanded to give property owners more latitude to add new housing units; and

WHEREAS, the Governor of the State of California signed Assembly Bill 3182 (AB 3182) and Senate Bill 1030 (SB 1030), which became effective on January 1, 2021 to, among other things, make certain clarifying changes state laws related to Accessory Dwelling Units ("ADUs") and Junior Accessory Dwelling Units ("JADUs"); and

WHEREAS, the City Council now desires to revise the City's Zoning Code regarding ADUs JADUs to make the City's code more user friendly and compliant with the Bills; and

WHEREAS, the Planning Commission considered this ordinance at a properly noticed public hearing on January 27, 2021 and recommended adoption by the City Council; and

WHEREAS, the City Council, after notice duly given as required by law, held a public hearing on February 16, 2021 in the City Hall council chamber located at 14717 Burin Avenue, Lawndale, California, to consider this matter.

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

SECTION 1. The City Council of the City of Lawndale hereby makes the following findings:

- A. The above recitals are true and correct and incorporated fully herein.
- B. The changes to the Zoning Code of the City of Lawndale made by this Ordinance are consistent with the General Plan of the City of Lawndale.

SECTION 2. Section 17.48.057 of the Lawndale Municipal Code is amended to read, in its entirety, as follows (deletions marked in ~~strike through~~, additions in ***bold and italics***):

"17.48.057 Junior accessory dwelling units

A JADU may be located on a residential or mixed use lot zoned for lot that has been developed with one single-family residence only. Lots with multiple detached single-

family dwellings are not eligible to have JADUs. ~~use~~ *Each JADU* shall comply with the following development standards:

A. A JADU shall not exceed five hundred (500) square feet, and must be constructed within the existing walls of the primary single-family dwelling unit.

B. A JADU shall include a separate exterior entrance from the main entrance to the primary dwelling unit.

C. A JADU shall include at least an efficiency kitchen which shall include all of the following: i) a cooking facility with appliances; and ii) a food preparation counter and storage cabinets that are of reasonable size in relation to the size of the JADU.

D. A JADU may share sanitation facilities with the existing primary dwelling.

E. A JADU shall require owner-occupancy in the single-family residence in which the JADU will be permitted unless the owner is another governmental agency, land trust, or housing organization.

F. Before permit issuance, the City shall be provided with a copy of the recorded deed restriction, which shall run with the land, and which shall be on file with using the City's form, to memorialize the: (i) restrictions on the size and attributes of the JADU; (ii) prohibition on the sale of the JADU separate from the sale of the primary residence; (iii) if the JADU is rented, the unit shall not be rented for a period of less than 30 days; (iv) requirement that either the JADU or primary residence be owner occupied unless the owner is a governmental agency, land trust, or housing corporation; and (v) including a statement that the deed restriction may be enforced against future purchasers.

G. A JADU shall comply with all applicable building and safety codes, including but not limited to those describe in Title 15 of the Lawndale Municipal Code.

H. A JADU will be allowed on the same lot with a new ADU, provided the following criteria are met:

- a. The ADU is fully detached and the JADU is within the proposed space of a single-family dwelling or existing space of a single-family dwelling; and
- b. The ADU does not exceed a total floor area of 800 square feet and a height limitation of 16 feet.

I. No additional parking shall be required for construction of a JADU.

J. Permit Requirements.

Junior accessory dwelling units will be permitted ministerially, subject to compliance with this section, within 60 days of a complete application if there is an existing single-family or multifamily dwelling on the lot. If the permit application to create a junior accessory dwelling unit is submitted with a permit application to create a new single-family dwelling on the lot, the City may delay acting on the permit application for the junior accessory dwelling unit until it acts on the permit application to create the new single-family dwelling, but in such event the application to create the junior accessory dwelling unit will be considered without discretionary review or hearing.

K. Fees. A junior accessory dwelling unit will not be considered to be a new residential use for purposes of calculating connection fees or capacity charges for utilities, including water and sewer service, unless the accessory dwelling unit was constructed with a new single-family dwelling. This subdivision shall not be interpreted to prohibit the requirement of an inspection, including the imposition of a fee for that inspection, to determine if the junior accessory dwelling unit complies with applicable building standards.”

SECTION 3. Section 17.48.110, subsection J, of the Lawndale Municipal Code is amended to read, in its entirety, as follows (deletions marked in ~~strike through~~, additions in ***bold and italics***):

“J. An accessory dwelling unit ***and/or*** junior accessory dwelling unit that complies with the requirements of Sections 17.48.056 and 17.48.057, as applicable, of this code.”

SECTION 4. This Ordinance is exempt from the California Environmental Quality Act (“CEQA”) pursuant to Public Resources Code Section 21080.17 and CEQA Guidelines section 15282(h). These sections statutorily exempt the adoption of an ordinance implementing provisions of Government Code Section 65852.1 and 65852.2. This ordinance would allow for the construction of accessory dwelling units and junior accessory dwelling units in residential zones consistent with and as required by state law. Additionally, this ordinance is exempt from 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, 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.

SECTION 5. 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 6. 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 thirty (30) days 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 16th day of February, 2021.

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 Ordinance No. 1178-21 at its regular meeting held on the 16th day of February, 2021, and duly approved and adopted said ordinance at its regular meeting held on the ___st day of March, 2021, by the following roll call vote:

Name	Voting		Present, Not Voting		Absent
	Aye	No	Abstain	Not Participating	
Robert Pullen-Miles, Mayor					
Pat Kearny, Mayor Pro Tem					
Rhonda Hofmann-Gorman					
Bernadette Suarez					
Sirley Cuevas					

Rhonda Hofmann Gorman, City Clerk

Date

APPROVED AS TO FORM:

Tiffany J. Israel, City Attorney

Attachment C

Proof of Publishing Daily Breeze Notice

Advertising Order Confirmation

AdTaxi | Press-Telegram • The Beach Reporter
Daily Breeze • Palos Verdes Peninsula News

02/03/21 8:58:44AM
Page 1

Ad Order Number
0011440384

Customer
CITY OF LAWNSDALE/COMMUNITY DEVELOPMENT DEI

Payor Customer
CITY OF LAWNSDALE/COMMUNITY DEVELOPMEN

PO Number
CASE NO: 21-02

Sales Representative
Pauline Fernandez

Customer Account
5007749

Payor Account
5007749

Ordered By
RGarcia@lawndalecity.org

Order Taker
Pauline Fernandez

Customer Address
ACCOUNTS PAYABLE
14717 BURIN AVENUE
LAWNSDALE, CA 90260

Payor Address
ACCOUNTS PAYABLE
14717 BURIN AVENUE
LAWNSDALE, CA 90260

Customer Fax

Order Source
Select Source

Customer Phone
310-970-2128
310-973-3230

Payor Phone
310-970-2128
310-973-3230

Customer EMail
cwillson@lawndalecity.org

Current Queue
Ready

Invoice Text
RGarcia@lawndalecity.org

Tear Sheets
0

Affidavits
0

Blind Box

Materials

Promo Type

Special Pricing

Advertising Order Confirmation

AdTaxi | Press-Telegram • The Beach Reporter
Daily Breeze • Palos Verdes Peninsula News

02/03/21 8:58:44AM
Page 2

<u>Ad Number</u> 0011440384-01	<u>Ad Size</u> 2 X 79 Li	<u>Color</u>	<u>Production Color</u>	<u>Ad Attributes</u>	<u>Production Method</u> AdBooker	<u>Production Notes</u>
<u>External Ad Number</u>	<u>Pick Up</u>	<u>Ad Type</u> Legal Liner	<u>Released for Publication</u>			

**PUBLIC NOTICE
CITY OF LAWNSDALE
CASE NO: 21-02**

Notice is hereby given that at 6:30 p.m. on Tuesday, February 16, 2021, the Lawndale City Council will hold a public hearing in the City Council Chambers located at 14717 Burin Avenue, Lawndale, CA to review the following proposal:

CASE NO. 21-02 CONSIDERATION TO AMEND TITLE 17 OF THE LAWNSDALE MUNICIPAL CODE TO UPDATE THE ACCESSORY DWELLING UNIT REGULATIONS FOR CONSISTENCY WITH STATE LAW

On January 27th, 2021 the Lawndale Planning Commission voted 3 to 0 recommending the City Council approve the proposed regulations.

Pursuant to the California Environmental Quality Act (CEQA) the City of Lawndale has determined that the project is exempt.

The files for this proposal are available for review Monday through Thursday, 7:00 a.m. to 6:00 p.m., in the Community Development Department offices located at 14717 Burin Avenue, Lawndale, California. Any grounds for opposing this project must be made at the time of the meeting or made in written correspondence. If you challenge this matter in court, you may be limited to raising only those issues that you or someone else raised during the meeting.

The City of Lawndale's contact person for this case is Rafael Garcia, Associate Planner at (310) 973-3240.

**Pub Feb 4, 2020
(1) DB (11440384)**

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CITY OF LAWDALE

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DATE: February 16, 2021
TO: Honorable Mayor and City Council
FROM: Kevin M. Chun, City Manager 
PREPARED BY: Sean M. Moore, AICP, Director of Community Development 

SUBJECT: **Case No. 21-03: Consideration of an amendment to Chapter 17.50 of the Lawndale Municipal Code, Density Bonus provisions for residential units, in order to adopt recent changes in the State law and finding of exemption from CEQA**

BACKGROUND

Density Bonus programs or regulations are employed to provide financial incentives for developers to build affordable housing. In 2011, the City Council established Density Bonus regulations as required by State law. However, since the City's adoption of its Density Bonus regulations in 2011, there have been numerous amendments to the State law relating to Density Bonus regulations.

Amendments to the Density Bonus regulations were considered last year in 2020 by the City Council. Since then, AB 2345 was signed into law and became effective on January 1, 2021. AB 2345 amended Government Code section 65915 which in turn necessitates further amendments to the City's current Density Bonus regulations.

STAFF REVIEW

The proposed amendments to the City's Density Bonus regulations are intended to bring the City's Municipal Code in compliance with the recent changes in the State law. The proposed amendments to the Lawndale Municipal Code proposed in the attached ordinance can be broadly summarized as follows:

- Revises and adds certain definitions for the term "development standard," and the phrase "Located within one-half mile of a major transit stop";
- Updates to the eligibility requirements for Density Bonuses;
- Increases the Density Bonus percentage up to 50 percent from 35 percent for very low income units, lower income units, and moderate income units ;
- Amends the Density Bonus summary tables in LMC Section 17.50.070 to be consisted with the percentages stated above;
- Reduces the percentage of affordable units required for lower income units to qualify for two and three incentives or concessions; and

- Reduces parking requirements for two to three bedroom units from two parking spaces to one and one-half parking spaces.

The proposed ordinance revises, updates, and clarifies all of the above updates adopted by the California Legislature, pursuant to AB 2345.

ENVIRONMENTAL ASSESSMENT

Staff is requesting that the City Council determine 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, 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. Moreover, the proposed amendments to the City Density Bonus regulations, are consistent with the State Density Bonus Housing Law.

PUBLIC REVIEW

Notices of a public hearing were posted on the bulletin board outside City Hall and published in the *Daily Breeze* on February 4, 2021. As of the writing of this staff report, no comments from the public have been received concerning the proposed Density Bonus amendments.

PLANNING COMMISSION REVIEW

At a public hearing held on January 27, 2021, the Planning Commission reviewed the draft ordinance and approved Resolution 21-02 recommending that the City Council adopt Ordinance No. 1179-21.

LEGAL REVIEW

The City Attorney has reviewed Ordinance No. 1179-21 and has approved it as to form.

FISCAL IMPACT

Not Applicable

RECOMMENDATION

It is recommended that the City Council do the following;

- A. Conduct a public hearing;
- B. Determine that Ordinance No. 1179-21 is exempt from the California Environmental Quality Act ("CEQA") pursuant to Section 15061(b)(3) of the CEQA Guidelines; and
- C. Introduce the first reading of Ordinance No. 1179-21, an Ordinance amending the Lawndale Municipal Code regarding Density Bonus standards for affordable residential units to reflect recent changes in State law.

Attachments:

A. PC Resolution 21-02

B. Ordinance No. 1179-21

C. Proof of Publishing Daily Breeze Notice

ATTACHMENT A

PC Resolution 21-02

RESOLUTION NO. 21-02

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF LAWNSDALE, CALIFORNIA RECOMMENDING THAT THE CITY COUNCIL AMEND CHAPTER 17.50 OF THE LAWNSDALE MUNICIPAL CODE, DENSITY BONUS PROVISIONS FOR RESIDENTIAL UNITS, IN ORDER TO REFLECT RECENT CHANGES IN THE STATE LAW (CITY-WIDE) AND ADOPT A FINDING OF CEQA EXEMPTION

WHEREAS, Government Code Section 65915 requires cities to provide certain incentives, concessions or density bonuses to an applicant constructing housing units, a portion of which are restricted as affordable units or units restricted for senior citizens; and

WHEREAS, in 2011, the City Council of the City of Lawnsdale ("City Council") established density bonus regulations as required by state law ("City's Density Bonus Ordinance"); and

WHEREAS, in 2017, the City Council adopted amendments to the City's Density Bonus Ordinance to reflect the state density bonus laws, which were effective on January 1, 2017; and

WHEREAS, in 2020, the City Council adopted additional amendments to the City's Density Bonus Ordinance to reflect the State density bonus laws, which were effective on January 1, 2020; and

WHEREAS, in 2020, the State Legislature once again amended Government Code Section 65915 through the adoption of AB 2345, and those changes became effective January 1, 2021; and

WHEREAS, amendments to the City's Density Bonus Ordinance, Chapter 17.50 of the Lawnsdale Municipal Code ("LMC"), are intended to ensure compliance with the changes in the state law; and

WHEREAS, on January 27, 2021, the Planning Commission conducted a duly noticed public hearing to consider the proposed amendments to Chapter 17.50 of the LMC; and

WHEREAS, evidence was heard and presented from all persons interested in affecting said proposal, from all persons protesting the same and from members of the City staff, and the Planning Commission has reviewed, analyzed and studied said proposal.

NOW, THEREFORE, THE PLANNING COMMISSION OF THE CITY OF LAWNSDALE, CALIFORNIA DOES HEREBY RESOLVE AND RECOMMEND AS FOLLOWS:

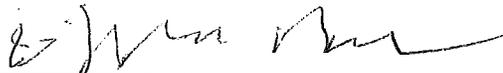
Section 1. The Planning Commission finds and determines that the recitals above are true and correct.

Section 2. The Planning Commission further finds and determines that the changes to the City's Zoning Code made by this Ordinance are consistent with the General Plan of the City of Lawndale. Additionally, the proposed updates to the Lawndale Municipal Code would bring the City's Code up to date with the State Density Bonus Law pertaining to affordable residential units.

Section 3. The Planning Commission does hereby recommend that the City Council amend the Lawndale Municipal Code, by adopting the proposed ordinance, amend the Code regarding density bonus standards for affordable residential units in order to reflect recent changes in State Law.

Section 4. The Planning Commission does hereby recommend that the City Council find and determine that the proposed amendments are 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, 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. The amendments to the Lawndale Municipal Code would update the City's density bonus standards for affordable residential units in order to reflect recent changes in state law.

PASSED, APPROVED AND ADOPTED THIS 27th DAY OF JANUARY, 2021



Uffe Moller, Chairperson
Lawndale Planning Commission

ATTEST

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS
CITY OF LAWDALE)

I, Sean M. Moore, AICP, Community Development Director for the City of Lawndale, California, do hereby certify that the foregoing **Resolution No. 21-02** was duly approved and adopted by the Planning Commission of the City of Lawndale at a regular meeting of said Commission held on the **27th day of January, 2021** by the following roll call vote:

AYES: **Moller, Martinez, Smith**
NOES:
ABSENT:
ABSTAINED:



Sean M. Moore, AICP
Community Development Director

ATTACHMENT B

Ordinance No. 1179-21

ORDINANCE NO. 1179-21

**AN ORDINANCE OF THE CITY COUNCIL
OF THE CITY OF LAWDALE, CALIFORNIA
AMENDING LAWDALE MUNICIPAL CODE CHAPTER 17.50
TO UPDATE DENSITY BONUS STANDARDS FOR
CONSISTENCY WITH STATE LAW**

SUMMARY: This ordinance updates standards for awarding density bonuses for residential developments consistent with changes in state law effective January 1, 2021.

WHEREAS, Government Code Section 65915(a) requires cities to adopt an ordinance that specifies how compliance with this density bonus requirements will be implemented; and

WHEREAS, the state legislature recently passed legislation, Assembly Bill 2345, amending Government Code section 65915, to update state density bonus requirements effective January 1, 2021, including increasing the maximum density bonus for qualifying projects to fifty percent (50%) from thirty-five percent (35%); and

WHEREAS, the City now desires to amend Lawndale Municipal Code ("LMC") Chapter 17.50 to ensure compliance with current requirements in state density bonus law; and

WHEREAS, the City further desires to amend LMC Chapter 17.50 to make clarifying updates to the City's density bonus requirements to ensure those requirements are implemented consistent with state law; and

WHEREAS, at a properly noticed public hearing held at a regular meeting of the Planning Commission of the City on January 27, 2021, the Planning Commission considered this issue and adopted Resolution No. 21-02 recommending that the City Council adopt this Ordinance; and

WHEREAS, the City Council, after notice duly given as required by law, held a public hearing on February 16, 2021 in the City Hall council chamber located at 14717 Burin Avenue, Lawndale, California, to consider the Planning Commission's recommendation on this matter as set forth in its Resolution No. 21-02.

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

SECTION 1. The City Council of the City of Lawndale makes the following findings:

- A. The above recitals are true and correct and incorporated fully herein.
- B. The changes to the City's Municipal Code made by this Ordinance are consistent with the General Plan of the City of Lawndale.

SECTION 2. The definition of "Development standard" set forth in Section 17.50.020 of the Lawndale Municipal Code shall be amended to read as follows:

"Development standard" shall have the same meaning as provided in Section 65915(o) of the Government Code."

SECTION 3. Section 17.50.020 of the Lawndale Municipal Code is amended to add the following definition in alphabetical order:

"Located within one-half mile of a major transit stop" shall have the same meaning as provided in Government Code Section 65915."

SECTION 4. Section 17.50.030 of the Lawndale Municipal Code shall be amended to read, in its entirety, as follows (deletions marked in ~~strike through~~, additions in **bold and italics**):

"17.50.030 Eligibility requirements for density bonuses.

A. Eligible Housing Development Projects. Upon written request to the city, an applicant for a housing development is eligible for a density bonus in the amount stated below, provided that the applicant agrees to construct the housing development in accordance with one of the following criteria and satisfies the other requirements of this chapter:

1. Very Low Income Units. Developments with five percent of the total dwelling units (excluding units added by the density bonus) designated for very low income households are entitled to a density bonus of twenty percent over the maximum residential density.

2. Low Income Units. Developments with ten percent of the total dwelling units (excluding units added by the density bonus) designated for lower income households are entitled to a density bonus of twenty percent over the maximum residential density.

3. Moderate Income Units. Developments with ten percent of the total dwelling units (excluding units added by the density bonus) designated for moderate income households are entitled to a density bonus of five percent over the maximum residential density, provided that the development is a common interest development and provided that all units in the developer are offered to the public for purchase.

4. One Hundred Percent Lower Income ~~or~~ Moderate Income Units. Developments with at least eighty percent of **all units in the development, including** total units, **and density bonus units but** exclusive of a manager's unit or units, designated for lower income households, ~~and with~~ **all other units (up to twenty percent of the total units)** designated for moderate income households, **(up to twenty percent of the total units)**, are entitled to a density bonus of eighty percent of the number of units designated for lower income households (excluding units added by the density bonus). However, if the housing development is located within one-half mile of a major transit stop the city will not impose any maximum controls on density.

5. Senior Citizen Housing Developments. Senior citizen housing developments are entitled to a density bonus of twenty percent of the number of senior housing units provided.

6. Foster, Veteran and Homeless Housing. Developments with ten percent of the total dwelling units (excluding any units permitted by the density bonus) designed for transitional foster youth, disabled veterans, or homeless persons are entitled to a density bonus of twenty percent of the number of the transitional units giving rise to a density bonus.

7. Lower income student housing. Student housing developments with twenty percent of the total units (excluding any units permitted by the density bonus) designated for lower income students are entitled to a density bonus of thirty-five percent of the student housing units, provided that the development meets the following requirements:

a. All units in the student housing development will be used exclusively for undergraduate, graduate, or professional students enrolled full time at an institution of higher education accredited by the Western Association of Schools and Colleges or the Accrediting Commission for Community and Junior Colleges. In order to be eligible under this subsection (A)(7), the developer shall, as a condition of receiving a certificate of occupancy, provide evidence to the city that the developer has entered into an operating agreement or master lease with one or more institutions of higher education for the institution or institutions to occupy all units of the student housing development with students from that institution or institutions. An operating agreement or master lease entered into pursuant to this subsection (A)(7) is not violated or breached if, in any subsequent year, there are not sufficient students enrolled in an institution of higher education to fill all units in the student housing development.

b. The eligibility of a lower income student under this subsection (A)(7)(b) shall be verified by an affidavit, award letter, or letter of eligibility provided by the institution of higher education that the student is enrolled in, as described in subsection (A)(7)(a), or by the California Student Aid Commission that the student receives or is eligible for financial aid, including an institutional grant or fee waiver, from the college or university, the California Student Aid Commission, or the federal government.

c. The development will provide priority for the applicable affordable units for lower income students experiencing homelessness. A homeless service provider or institution of higher education that has knowledge of a person's homeless status may verify a person's status as homeless for purposes of this subsection (A)(7)(c).

For purposes of calculating a density bonus granted pursuant to this subsection (A)(7), the term "unit" means one rental bed and its pro rata share of associated common area facilities.

B. Higher Density Bonus for Greater Contribution of Affordable Units. Upon written request to the city, an applicant for a housing development that is eligible for a density bonus based upon the contribution of affordable units, may receive a higher amount of density bonus if the percentage of very low, lower, and moderate income housing units exceeds the base percentage established in subsections (A)(1), (A)(2), or (A)(3) of this section, as follows:

1. Very low income units—For each one percent increase above five percent in affordable units for very low income households, the density bonus shall be increased by ~~two and one-half percent~~ *as follows*, up to a maximum of ~~thirty-five~~ *fifty* percent, ~~as follows~~:

Percentage Very Low Income Units	Percentage Density Bonus
5	20
6	22.5
7	25
8	27.5
9	30
10	32.5
11	35
12	38.75
13	42.5
14	46.25
15	50

2. Lower income units—For each one percent increase above ten percent in affordable units for lower income households, the density bonus shall be increased by ~~one and one-half percent~~ *as follows*, up to a maximum of ~~thirty-five~~ *fifty* percent, as follows:

Percentage Low Income Units	Percentage Density Bonus
10	20
11	21.5
12	23
13	24.5
14	26
15	27.5
16	29
17	30.5
18	32
19	33.5
20	35
21	38.75
22	42.5
23	46.25
24	50

3. Moderate income ownership units—For each one percent increase above ten percent in affordable units offered for sale to moderate income households, the density bonus shall be increased by one percent *as follows*, up to a maximum of ~~thirty five~~*fifty* percent, as follows:

Percentage Moderate Income Units	Percentage Density Bonus
10	5
11	6
12	7
13	8
14	9
15	10
16	11
17	12
18	13
19	14
20	15
21	16
22	17
23	18
24	19
25	20
26	21
27	22
28	23
29	24
30	25
31	26
32	27
33	28
34	29

Percentage Moderate Income Units	Percentage Density Bonus
35	30
36	31
37	32
38	33
39	34
40	35
41	38.75
42	42.5
43	46.25
44	50

C. Continued Affordability. Affordable units that qualified a housing development for a density bonus shall remain affordable as follows:

1. Requirements.

a. Very low income and lower income rental dwelling units shall remain at an affordable rent to the designated income group for a minimum of fifty-five years, or for a longer period of time if required by any construction or mortgage financing assistance program, mortgage insurance program, or rental subsidy program applicable to the dwelling units.

b. Housing developments described in subsection (A)(4) shall be subject to a recorded affordability restriction for a minimum of fifty-five years, or for a longer period of time if required by any construction or mortgage financing assistance program, mortgage insurance program, or rental subsidy program applicable to the dwelling units. The rent for at least twenty percent of the units in the development shall be set at an affordable rent and the rent for the remaining units in the development shall be set at an amount consistent with the maximum rent levels for a housing development that receives an allocation of state or federal low-income housing tax credits from the California Tax Credit Allocation Committee.

c. The foster care, veteran and homeless units described in subsection (A)(6) shall be subject to a recorded affordability restriction of fifty-five years and shall be provided at the same affordability level as very low income units.

d. The lower income student housing units described in subsection (A)(7) shall be subject to a recorded affordability restriction of fifty-five years. The rent provided in the applicable units of the development for lower income students shall be calculated at thirty percent of sixty-five percent of the area median income for a single-room occupancy unit type.

e. Replacement units per Section 17.50.035 that are rental dwelling units shall be subject to a recorded affordability restriction for at least fifty-five years.

f. Replacement units per Section 17.50.035 that are for-sale units, shall be subject to the provisions of subsection (C)(2).

2. An applicant shall agree to, and the city shall ensure, that the initial occupant of all for-sale units that qualified the applicant for a density bonus are persons and families of very low, low, or moderate income and that the units are offered at an affordable housing cost. The city shall enforce an equity-sharing agreement, unless it is in conflict with the requirements of another public funding source or law. The following shall apply to the equity-sharing agreement:

a. Upon resale, the seller of the unit shall retain the value of any improvements, the down payment, and the seller's proportionate share of appreciation. The city shall recapture any initial subsidy and its proportionate share of appreciation, which shall then be used within *five* years for any of the purposes described in Section 33334.2(e) of the Health and Safety Code that promote homeownership.

b. For purposes of this subsection (C)(2), the city's initial subsidy shall be equal to the fair market value of the home at the time of initial sale minus the initial sale price to the moderate income household, plus the amount of any down payment assistance or mortgage assistance. If upon resale the market value is lower than the initial market value, then the value at the time of the resale shall be used as the initial market value.

c. For purposes of this subsection (C)(2), the city's proportionate share of appreciation shall be equal to the ratio of the initial subsidy to the fair market value of the home at the time of initial sale.

3. The resale price of any owner-occupied affordable unit shall not exceed the affordable ownership costs with the following exceptions: (a) customary closing costs and costs of sale; or (b) costs of real estate commissions paid by the seller if a licensed real estate salesperson is employed; or (c) consideration of permanent capital improvements installed by the seller.

4. These provisions for continued affordability shall be a provision of the density bonus housing agreement required by Section 17.50.130.

D. Specification of Basis for Density Bonus. Each applicant who requests a density bonus pursuant to this section, shall elect which category in subsection (A) the density bonus award will be based on. Each housing development is entitled to only one density bonus. Density bonuses from more than one category may not be combined."

SECTION 5. Section 17.50.070 of the Lawndale Municipal Code shall be amended to read, in its entirety, as follows (deletions marked in ~~strike through~~, additions in ***bold and italics***):

"17.50.070 General provisions governing density bonus calculations.

A. For the purposes of any provisions in this chapter, an applicant may elect to accept a lesser percentage of density bonus than that to which the housing development is eligible.

B. When calculating the number of permitted density bonus units, any calculations resulting in fractional units shall be rounded up to the next larger whole number.

C. For the purpose of calculating a density bonus, the dwelling units shall be on contiguous sites that are the subject of one development application, but do not have to be based upon individual subdivision maps or parcels. The density bonus shall be permitted in geographic areas of the housing development other than the areas where the affordable units are located.

D. For the purposes of this chapter, the term “total units” or “total dwelling units” in a housing development does not include those units added by any density bonus.

E. Regardless of the number or extent of affordable or qualifying units, senior housing, land dedication, child care facilities or other qualifications for a density bonus provided in any single housing development, no housing development may be entitled to a total density bonus of more than thirty-five percent, except as provided in Section 17.50.030(A)(4).

TABLE 1: Density Bonus Summary

TABLE 1: Density Bonus Summary				
A density bonus may be selected from only one category, except that bonuses for land donation may be combined with others, up to a maximum of 35% (except as provided in Section 17.50.030(A)(4)), and an additional sq. ft. bonus may be granted for a child care facility.				
Qualifying Element of Development Project	Minimum Percentage or Requirement	Bonus Granted	Additional Bonus for Each 1% Increase in Affordable Units	% Affordable Units Required for Maximum 35% Bonus
Affordable Housing				
Very low income units	5%	20%	<i>2.5% up to 35%, then 3.75% up to 50%</i>	11 15%
Lower income units	10%	20%	<i>1.5% up to 35%, then 3.75% up to 50%</i>	20 24%
Moderate income units (ownership units only)	10%	5%	<i>1% up to 35%, then 3.75% up to 50%</i>	40 44%
Lower/Moderate income units	At least 80% lower; remaining units moderate	80% of number of lower income units ⁽¹⁾	—	—
Senior citizen housing	Qualified senior citizen housing development	20% of the number of senior citizen housing units	—	—

Foster, disabled veteran and homeless housing	10%	20% of the number of qualifying units	—	—
Lower income student housing	20%	35% of the student housing units	—	—
Land donation for very low income housing	Land donated can accommodate number of very low income units equal to 10% of units in project	15%	1%	Land donated can accommodate number of very low income units equal to 30% of units in project
Child care facility	Development qualifies for density bonus under Section 17.50.030; facility meets requirements in Section 17.50.060.	Equal to or greater than sq. ft. in child care facility ⁽²⁾	—	—
Condominium Conversion				
Lower income units	15%	25% ⁽³⁾	—	N/A Maximum density bonus is 25%
Low/Moderate income units	33%	25% ⁽³⁾	—	N/A Maximum density bonus is 25%

Notes:

⁽¹⁾ If the housing development is located within one-half mile of a major transit stop the city will not impose any maximum density requirement.

⁽²⁾ Or an additional concession or incentive that contributes significantly to the economic feasibility of the construction of the childcare facility, at the city's option.

⁽³⁾ Or an incentive of equal value, at the city's option."

SECTION 6. Section 17.50.080 of the Lawndale Municipal Code shall be amended to read, in its entirety, as follows (deletions marked in ~~strike through~~, additions in ***bold and italics***):

"17.50.080 Incentives and concessions.

A. Definition of a Qualified Concession or Incentive. An applicant for a density bonus pursuant to Section 17.50.030 may also submit to the city a written proposal for specific incentives or concessions as provided in this section. The applicant may also request a meeting with the city's city manager or designee to discuss such proposal. For purposes of this chapter, concessions and incentives include any of the following:

1. Reductions in site development standards or modifications of zoning requirements or architectural design requirements that exceed the minimum building standards approved by the California Building Standards Commission as provided in Part 2.5 (commencing with Section 18901) of Division 13 of the Health and Safety Code. These include, without limitation, a reduction in setback and square footage requirements and in the ratio of vehicular parking spaces that would otherwise be required. In order to qualify as a "concession or incentive," the city must be able to find, based on substantial evidence, that the requested reductions in site development standards result in identifiable and actual cost reductions to provide for affordable housing costs or for rents for the targeted units to be set as specified in Section 17.50.030(C); or

2. Approval of mixed use zoning in conjunction with the housing development if commercial, office, industrial, or other land uses will reduce the cost of the housing development and if the commercial, office, industrial or other land uses are compatible with the housing development and the existing or planned development in the area where the proposed housing development will be located; or

3. Other regulatory incentives or concessions proposed by the applicant or the city, so long as the city can find, based on substantial evidence, that such proposals result in identifiable and actual cost reductions to provide for affordable housing costs or for rents for the targeted units to be set as specified in Section 17.50.030(C).

B. Findings to Deny Concession or Incentive. The city shall grant the concession or incentive requested by the applicant unless the city makes a written finding, based upon substantial evidence, of any of the following:

1. The concession or incentive does not result in identifiable and actual cost reductions to provide for affordable housing costs or for affordable rents for the targeted units to be set as specified in Section 17.50.030(C); or

2. The concession or incentive would have a specific adverse impact upon public health and safety or the physical environment or on any real property that is listed in the California Register of Historical Resources and for which there is no feasible method to satisfactorily mitigate or avoid the specific adverse impact without rendering the development unaffordable to low income and moderate-income households; or

3. The concession or incentive would be contrary to state or federal law.

C. Number of Concessions or Incentives. If all other provisions of this section are satisfied, an applicant will be eligible for the following number of incentives and concessions:

1. One incentive or concession for housing developments where at least five percent of the total units are for very low income households, at least ten percent of the total units are for lower income households, or at least ten percent of the total units in a common interest development are sold to moderate income households;

2. Two incentives or concessions for housing developments where at least ten percent of the total units are for very low income households, at least ~~twentyseventeen~~ percent of the total units are for lower income households, or at least twenty percent of the total units in a common interest development are sold to moderate income households; or

3. Three incentives or concessions for housing developments where at least fifteen percent of the total units are for very low income households, at least ~~thirtytwenty-four~~ percent of the total units are for lower income households, or at least thirty percent of the total units in a common interest development are sold to moderate income households.

4. Four incentives or concessions for projects meeting the criteria of Section 17.50.030(A)(4). If the project is located within one-half mile of a major transit stop the applicant shall also receive a height increase of up to three additional stories, or 33 feet.

TABLE 2: Incentives and Concessions Summary

Affordable Units					Number of Incentives/Concessions
% Very Low Income Units	% Lower Income Units	% Moderate Income Units Sold in CID	% Lower/Mod Income Units		
5%	10%	10%	—	1	
10%	20 17%	20%	—	2	
15%	30 24%	30%	—	3	
—	—	—	At least 80% lower income; remaining units moderate income	4	
Other Qualifying Project Element ⁽¹⁾					
Child care facility				1 ⁽²⁾	
Commercial Housing with Partnered Housing Agreement				See Section 17.50.065	
Condominium Conversion					
33% of total units provided to persons or families of low or moderate income, or 15% of total units provided to lower income households				1 ⁽³⁾	

⁽¹⁾ No incentives or concessions are available for land donation.

(2) Or a density bonus equal to or greater than the square feet in child care facility, at the city's option.

(3) Or a density bonus of twenty-five percent, at the city's option.

D. This section does not limit or require the provision of direct financial incentives for the housing development, including the provision of publicly-owned land, by the city or the waiver of fees or dedication requirements. Nor does any provision of this section require the city to grant an incentive or concession found to have a specific adverse impact.

E. The granting of a concession or incentive shall not require, or be interpreted, in and of itself, to require a general plan amendment, local coastal plan amendment, zoning change, study, or other discretionary approval. For purposes of this chapter, "study" does not include reasonable documentation to establish eligibility for the concession or incentive or to demonstrate that the proposal meets the definition of an "incentive or concession." Except as provided in Sections 17.50.080(C) and 17.50.090(A), the granting of a density bonus shall not require or be interpreted to require the waiver of a local ordinance or provisions of a local ordinance unrelated to development standards."

SECTION 7. Section 17.50.090 of the Lawndale Municipal Code shall be amended to read, in its entirety, as follows (deletions marked in ~~strike through~~, additions in ***bold and italics***):

"17.50.090 Waivers and modifications of development standards.

A. Except as provided in subsection (E), applicants granted a density bonus pursuant to Section 17.50.030 may, by written proposal, seek a waiver, modification or reduction of development standards that would otherwise have the effect of physically precluding the construction of the housing development at the densities or with the concessions or incentives permitted pursuant to this chapter. The applicant may also request a meeting with the city to discuss such request for waivers and modifications.

B. To obtain a waiver or modification of development standards, the applicant shall show that the development standards will have the effect of physically precluding the construction of a housing development meeting the criteria of Section 17.50.030(A) at the densities or with the concessions or incentives permitted by this chapter.

C. A proposal for the waiver or reduction of development standards pursuant to this section shall neither reduce nor increase the number of incentives or concessions to which the applicant is entitled pursuant to Section 17.50.080.

D. The city may deny a request for any waiver, modification or reduction of development standards if the waiver, modification or reduction would have a specific adverse impact and there be no feasible method to satisfactorily mitigate or avoid the specific adverse impact.

E. Notwithstanding subsection (A), a housing development that receives a waiver from any maximum controls on density pursuant to Section 17.50.030(A)(4) shall ~~not only~~ be eligible for, ~~and shall not receive,~~ a waiver or reduction of development standards pursuant to this Section, ~~other than as expressly~~ ***as*** provided in Section 17.50.030(A)(4) and 17.50.080(C)(4), ***unless the city agrees to additional waivers or reductions of development standards.***"

SECTION 8. Section 17.50.100 of the Lawndale Municipal Code shall be amended to read, in its entirety, as follows (deletions marked in ~~strike through~~, additions in ***bold and italics***):

“17.50.100 Parking incentives.

A. Except as provided in subsections (B) ~~and~~, (C) *or (D)* hereof, upon the written request of the applicant for a housing development meeting the criteria for a density bonus under Section 17.50.030, the city shall not require a vehicular parking ratio, ***inclusive of parking for persons with a disability and guests***, that exceeds the following:

1. Zero to one-bedroom units: one on-site parking space.
2. Two to three-bedroom units: ~~two~~ ***one and one-half*** on-site parking spaces.
3. Four and more bedroom units: two and one-half parking spaces.

B. *1.* Notwithstanding subsection (A), if a development includes ~~(1):~~ ***(i) at least 20 percent low-income units for housing developments meeting the maximum percentage criteria of low income section 17.50.030(A)(2) or at least 11 percent very low income units provided for in Section 17.50.030(B) for housing developments meeting the criteria of section 17.50.030(A)(1) and (B)(2), and (2)(ii)*** is located within one-half mile of a major transit stop and there is unobstructed access to the major transit stop from the development, then, upon the request of the developer, the city shall not impose a vehicular parking ratio, ***inclusive of parking for persons with a disability and guests***, that exceeds 0.5 spaces per ~~bedroom~~ ***unit***.

2. For purposes of this section ***17.50.100***, a development shall have unobstructed access to ~~the~~ major transit stop if a resident is able to access the major transit stop without encountering natural or constructed impediments. ***For purposes of this subsection (B), “natural or constructed impediments” includes, but is not limited to, freeways, rivers, mountains, and bodies of water, but does not include residential structures, shopping centers, parking lots, or rails used for transit.***

C. Notwithstanding subsection (A), if a development consists solely of rental units, exclusive of manager units, with an affordable housing cost to lower income families, then, upon the request of the developer, the city shall only impose vehicular parking ratios consistent with ***standards if the development meets either of the following criteria:***

1. ~~If the~~ ***The*** development is located within one-half mile of a major transit stop and there is unobstructed access to the major transit stop from the development, ~~the ratio shall not exceed 0.5 spaces per unit.~~

2. ~~If the~~ ***The*** development is a for-rent housing development for individuals who are sixty-two years of age or older that complies with Sections 51.2 and 51.3 of the Civil Code; ~~and the ratio shall not exceed 0.5 spaces per unit.~~ The development shall have ***has*** either paratransit service or unobstructed access, within one-half mile, to fixed bus route service that operates at least eight times per day.

~~—3D.~~ Notwithstanding subsection ~~(D)~~ ***subsections (A) and (G)***, if the development ***consists solely of rental units, exclusive of a manger’s unit or units, with an affordable housing cost to lower income families, as provided in Section 50052.5 of the Health and Safety Code, and the development*** is either a special needs housing development, ***as defined in Section 51312 of the Health and Safety Code***, or a supportive housing

development *as defined in Section 50675.14 of the Health and Safety Code*, then, *upon the request of the developer*, the city shall not impose any minimum parking requirement, provided. *A development that if the development is a special needs housing development, the development shall have either paratransit service or unobstructed access, within one-half mile, to fixed bus route service that operates at least eight times per day.*

—D.E. If the total number of parking spaces required for a development is other than a whole number, the number shall be rounded up to the next whole number. For purposes of this subsection, a development may provide on-site parking through tandem parking or uncovered parking, but not through on-street parking.

F. This section 17.50.100 shall apply to a development that meets the requirements of subsection (C) of this section, but only at the request of the applicant.

G. Notwithstanding subsections (B), (C)(1), and (C)(2), if the city or an independent consultant has conducted an area wide or jurisdiction wide parking study in the last seven years prior to any density bonus application, then the city may impose a higher vehicular parking ratio not to exceed the ratio described in subsection (A), based upon substantial evidence found in the parking study, that includes, but is not limited to, an analysis of parking availability, differing levels of transit access, walkability access to transit services, the potential for shared parking, the effect of parking requirements on the cost of market-rate and subsidized developments, and the lower rates of car ownership for low income and very low income individuals, including seniors and special needs individuals. The city shall bear the costs of any such study. The city shall make findings, based on the parking study completed in conformity with this subsection, supporting the need for the higher parking ratio.

~~—E. Guest parking and handicapped parking shall be included within the maximum number of spaces that may be required. If the total number of parking spaces required for a housing development is other than a whole number, the number shall be rounded up to the next whole number. For purposes of this section, a housing development may provide on-site parking through tandem parking or uncovered parking, but not through on-street parking. This section shall apply to a development that meets the requirements of Section 17.50.030, but only at the request of the applicant.~~

~~**FH.** A request pursuant to this Section shall not reduce or increase the number of incentives or concessions to which the applicant is otherwise entitled.”~~

SECTION 9. The City Council hereby finds, in the exercise of its independent judgment and analysis, that this ordinance is exempt from 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, 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. More specifically, this Ordinance merely implements the requirements of state law, allowing developers to seek a density bonus pursuant to Government Code Section 65915.

SECTION 10. 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 11. 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 thirty (30) days 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 16th day of February, 2021.

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 Ordinance No. 1179-21 at its regular meeting held on the 16th day of February, 2021, and duly approved and adopted said ordinance at its regular meeting held on the ___st day of March, 2021, by the following roll call vote:

Name	Voting		Present, Not Voting		Absent
	Aye	No	Abstain	Not Participating	
Robert Pullen-Miles, Mayor					
Pat Kearny, Mayor Pro Tem					
Rhonda Hofmann-Gorman					
Bernadette Suarez					
Sirley Cuevas					

Rhonda Hofmann Gorman, City Clerk

Date

APPROVED AS TO FORM:

Tiffany J. Israel, City Attorney

ATTACHMENT C

Proof of Publishing Daily Breeze Notice

Advertising Order Confirmation

AdTaxi | Press-Telegram • The Beach Reporter
Daily Breeze • Palos Verdes Peninsula News

02/03/21 8:53:30AM
Page 1

Ad Order Number
0011440378

Sales Representative
Pauline Fernandez

Order Taker
Pauline Fernandez

Order Source
Select Source

Customer
CITY OF LAWNDALE/COMMUNITY DEVELOPMENT DEI

Customer Account
5007749

Customer Address
ACCOUNTS PAYABLE
14717 BURIN AVENUE
LAWNDALE, CA 90260

Customer Phone
310-970-2128
310-973-3230

Invoice Text
RGarcia@lawndalecity.org

Blind Box

Materials

Promo Type

Special Pricing

Affidavits
0

Tear Sheets
0

Payor Customer

CITY OF LAWNDALE/COMMUNITY DEVELOPMENT

Payor Account
5007749

Payor Address
ACCOUNTS PAYABLE
14717 BURIN AVENUE
LAWNDALE, CA 90260

Payor Phone
310-970-2128
310-973-3230

PO Number

CASE NO: 21-03

Ordered By
RGarcia@lawndalecity.org

Customer Fax

Customer Email
cwilson@lawndalecity.org

Advertising Order Confirmation

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Daily Breeze • Palos Verdes Peninsula News

02/03/21 8:53:30AM
Page 2

Ad Number: 0011440378-01
Ad Size: 2 X 82 LI

Production Color: Ad Attributes: Production Method: AdBooker
Production Notes:

External Ad Number

Ad Type: Legal Liner
Released for Publication

PUBLIC NOTICE
CITY OF LAWNDALE
CITY COUNCIL
CASE NO: 21-03

Notice is hereby given that at 6:30 p.m. on Tuesday, February 16, 2021, the Lawndale City Council will hold a public hearing in the City Council Chambers located at 14717 Burin Avenue, Lawndale, CA to review the following proposal:

CASE NO. 21-03 CONSIDERATION TO AMEND THE LAWNDALE MUNICIPAL CODE CHAPTER 17.50 TO UPDATE THE DENSITY BONUS STANDARDS FOR CONSISTENCY WITH STATE LAW

On January 27th, 2021 the Lawndale Planning Commission voted 3 to 0 recommending the City Council approve the proposed regulations.

Pursuant to the California Environmental Quality Act (CEQA) the City of Lawndale has determined that the project is exempt.

The files for this proposal are available for review Monday through Thursday, 7:00 a.m. to 6:00 p.m., in the Community Development Department offices located at 14717 Burin Avenue, Lawndale, California. Any grounds for opposing this project must be made at the time of the meeting or made in written correspondence. If you challenge this matter in court, you may be limited to raising only those issues that you or someone else raised during the meeting.

The City of Lawndale's contact person is Rafael Garcia, Associate Planner, Community Development Department at (310) 973-3240.

Pub Feb 4, 2021
(11)DB(11440378)

Product: Daily Breeze

Requested Placement: Legals CLS

Requested Position: General - 1076-

Run Dates: 02/04/21

Inserts: 1

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Page 3

<u>Net Amount</u>	292.32	<u>Tax Amount</u>	0.00	<u>Total Amount</u>	292.32	<u>Payment Amount</u>	0.00	<u>Amount Due</u>	\$292.32
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Order Charges:

If this confirmation includes an advertising proof, please check your proof carefully for errors, spelling, and/or typos. Errors not marked on the returned proof are not subject to credit or refunds.

Please note: To meet our printer's deadline, we must have your proof returned by the published deadline, and as indicated by your sales rep.

I hereby authorize publication of the above described advertising.

X

Signature

Date

Please note: if you pay by bank card, your card statement will show the merchant as "SoCal Newspaper Group".



CITY OF LAWDALE

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

DATE: February 16, 2021
TO: Honorable Mayor and City Council
FROM: Kevin M. Chun, City Manager *KMC*
PREPARED BY: Sean M. Moore, AICP, Director of Community Development *SM*
SUBJECT: **Project Development Update**

BACKGROUND

The purpose of this staff report is to provide the City Council and public an updated of approved projects that have been in development throughout the City.

STAFF REVIEW

Staff has been diligently working on new development and new businesses relocating to the City. Typically the entitlement review for new businesses are expedited and key staff members are assigned to the projects in order to process the projects through the entire entitlement and development process. In the past year staff has been successful in bringing new businesses to the City despite the challenges presented by the pandemic and COVID 19 restrictions.

COMPLETED PROJECTS

One of the projects is the new WSS shoe retailer located 14901 Hawthorne Boulevard, the location of the former 99 Cents Only Store. The building was completely remodeled and the store opened its doors last December.

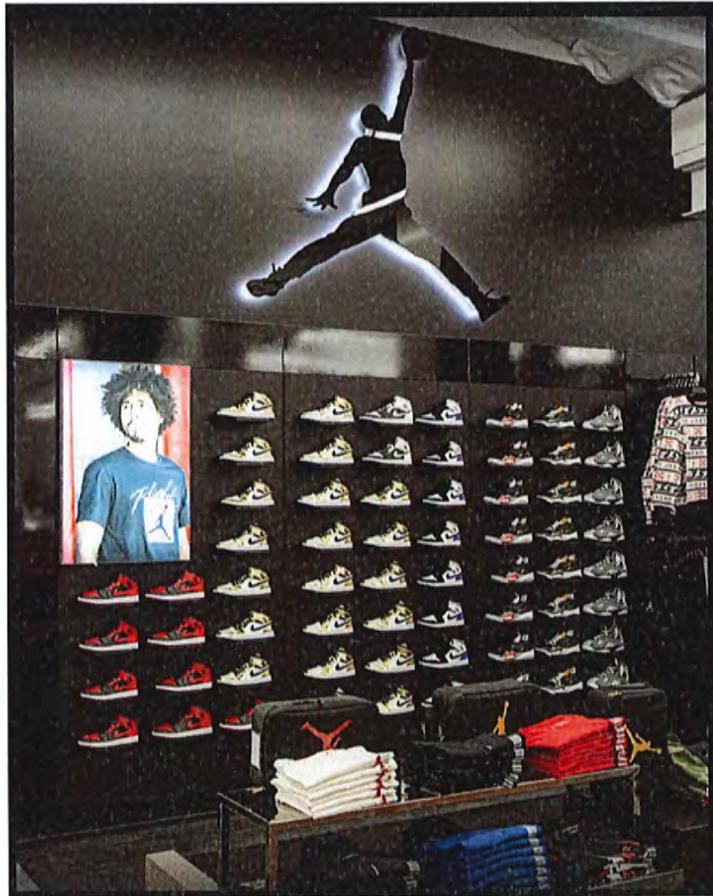
WSS Retail Store (Before)



WSS Retail Store (After)



WSS Retail Store (After)



Hanks Bistro (Before)



This site was previously occupied by the *Hank's Bistro and Royal Palace* located at 14406 Hawthorne Boulevard which closed its doors in 2019. For the past year staff has been working diligently with the property owner and the new tenant, King of Wings. The King of Wings opened their door earlier this year after completing the remodel of the space. King of Wings is a sit-down restaurant offering a variety of items including burgers, pizza and chicken wings. Due to COVID-19 restrictions the restaurant has not been able to open its indoor seating to the public, but has been able to provide food service for take-out only.

King of Wings (After)



4347 W. 171st Street (Before)

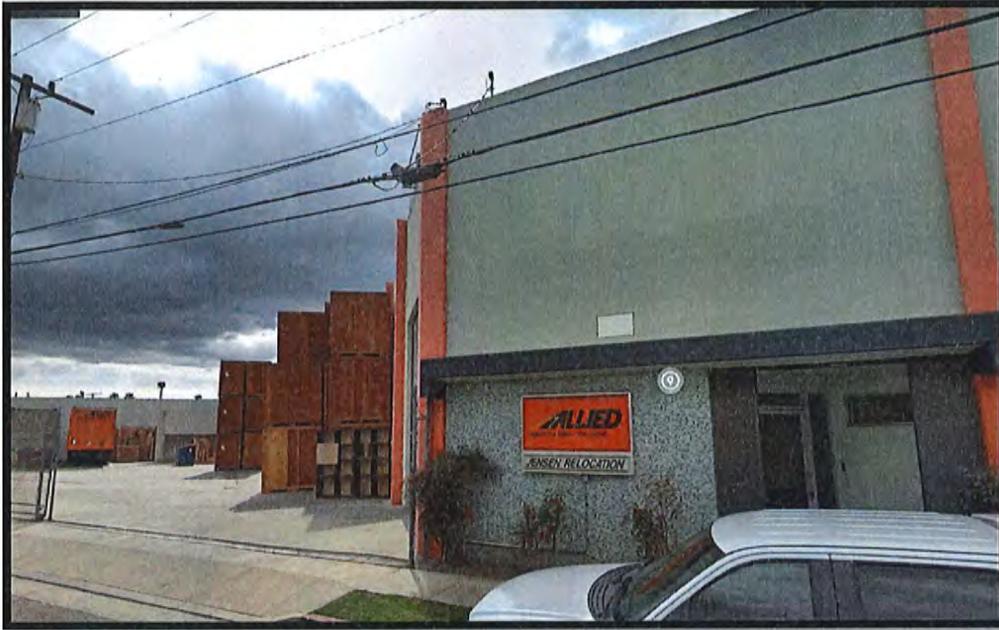


This site was composed of one irregular shaped lot with an area of 6,744 square feet. The site was developed with a single family residence and a detached garage. The residence was demolished and replaced with three detached, freestanding condominiums with a garage for each. The construction has been completed and the building permits for the site have been granted a final approval.

Three Condominiums (After)

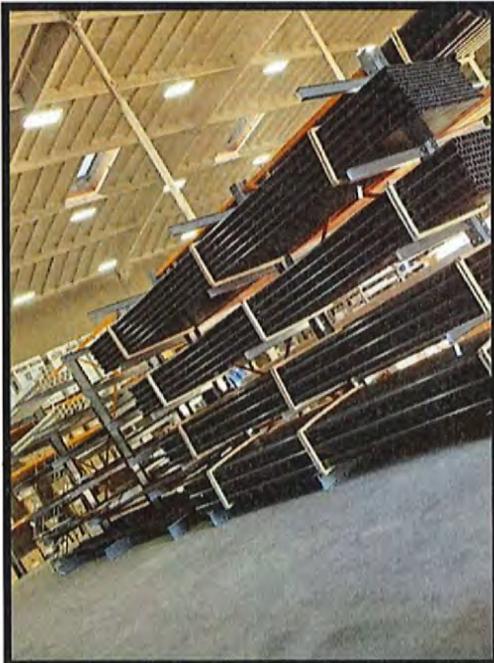


Allied Jensen Relocation (Before)



This site was previously occupied by *Allied Jensen Relocation* located at 15611 Condon Avenue which closed its doors in 2019. For the last few months staff has been working with the new tenant to expeditiously secure approvals in order to allow them to commence their operation. The project has taken a few months, but recently opened its doors in January 2021. Hirsch Pipe & Supply is a wholesale distributor of plumbing supplies throughout Southern California. It has been in operation since 1933 and the Lawndale location will be its twenty fourth location in Southern California.

Hirsch Pipe & Supply (After)



Beds Etc Of California (Before)



This site was previously occupied by *Beds Etc Of California* located at 15438 Hawthorne Boulevard which closed its doors in 2018. Staff worked with several prospective tenants until the new tenant reached out to the City. The new retail store has been in operation since the end of 2019. Axis Supply is a household appliance store that sells a variety of appliances.

Axis Supply (After)



PROPOSED PROJECTS

15323 Hawthorne Boulevard (Before)



This property is located at 15323 Hawthorne Boulevard and consists of three lots which will be merged into one site as part of the project and is currently developed with a single family home which was converted into a commercial office building. The existing building will be demolished and a new 5 story, 195 room commercial hotel with ground level parking and a tuck under parking garage will be developed. The land use entitlements have been approved and the applicant is working on submitting plans to Building and Safety later on this year.

Hampton Inn (After)



Hobby People/Italy 2000 (Before)



This site was previously occupied by the *Hobby People* as well as *Italy 2000* located at 16711-16725 Hawthorne Boulevard both of which are now closed. For the last several months staff has been working with the new tenant to expeditiously secure approvals to take over both commercial tenant spaces in order to allow them to establish a commercial kitchen use. The project is currently in plan check and is working on securing the permits needed in order to start construction. Pineway Food Pick-Up is a commercial kitchen use which will be operated individually by different restaurants and provide a variety of small restaurants spaces. The food prepared onsite will be for takeout only with no onsite seating. The business is expected to be open by next year.

Pineway Food Pick-Up (After)



16711 Hawthorne Blvd.
Lawndale, CA 90260

4208-4216 Manhattan Beach Boulevard (Before)



This site is comprised of two parcels and has an overall size that is approximately 14,400 square feet. The site was currently developed with two single family residences and two detached garages. The site is currently being developed with eight attached condominiums which will be offered for sale. Construction is expected to be completed later this year.

8-Unit Condominiums (After)



COMMISSION REVIEW

None required

LEGAL REVIEW

No funding is required for this item.

FISCAL IMPACT

No funding is required for this item.

RECOMMENDATION

The projects referenced in the report are a sample of the development projects that have been recently completed or are under construction within the City of Lawndale. The department also continues to process a variety of residential, commercial and industrial projects on a day-to-day basis.



CITY OF LAWDALE

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

DATE: February 16, 2021

TO: Honorable Mayor and City Council

FROM: Kevin M. Chun, City Manager *KM Chun*

PREPARED BY: Julian Lee, Director of Public Works/City Engineer
Marla Pendleton, Director of Finance *Marla Pendleton CPA*
Grace Huizar, Administrative Analyst *GH*

SUBJECT: Award of Contract for Solid Waste Consulting Services

BACKGROUND

The City's agreement for solid waste consulting services with HF&H Consultants, LLC expired on December 31, 2020. The solid waste consulting services consist of franchise management; coordinate, promote, and monitor recycling programs; analyze all reports from Republic Services; and conduct a biennial audit. The consultant is also responsible for preparing all public education and outreach materials required for the mandatory commercial recycling and organics recycling programs. Lastly, the consultant manages tasks to amend existing ordinances and municipal codes as required by California's Department of Resources Recycling and Recovery (CalRecycle) for all waste and recycling programs.

CalRecycle released several Senate and Assembly bills that require jurisdictions to adopt ordinances, and or revise certain Municipal Codes in order to be in compliance as well as develop public education and outreach materials. Consultant services will be needed to assist with these required regulations. A brief summary of each requirement is described below:

Senate Bill (SB) 1383

The Short-Lived Climate Pollutants (SLCP) bill was signed into law in 2016 establishing a statewide effort to reduce emissions of SLCP, such as methane, in various sectors of the economy. Methane emissions resulting from the decomposition of organic waste in landfills are a significant source of greenhouse gas (GHG) emissions contributing to global climate change. Food waste alone accounts for approximately 18% of total landfill disposal. The bill requires jurisdictions to conduct education and outreach on organics recycling to all residents, businesses, and local food recovery organizations. In addition, the City is to conduct business site visits, identify food rescue organizations, and develop a food donation tracking system in an effort to comply with specific programmatic requirements by January 1, 2022.

City Council Meeting – February 16, 2021
 Award of Contract for Solid Waste Consulting Services

At a minimum, the City will have to amend the existing ordinances listed below to address the SB 1383 requirements:

- Mandatory recycling/organics ordinance for all generators
- Self-haul reporting ordinance
- Edible food recovery ordinance
- CalGreen building standards ordinance for the Construction & Demolition Recycling Program
- Enforcement ordinance
- Hauler regulation ordinance
- Procurement policies for organics waste products

Assembly Bill (AB) 341

AB 341 (Statutes of 2011) is focused on reducing GHG emissions by diverting commercial solid waste to recycling efforts. Therefore, the City is required to ensure that a recycling program is in place at all commercial businesses and public entities that generate 4 cubic yards or more of waste per week.

Assembly Bill (AB) 1826

AB 1826 (Statutes of 2014) is a mandatory commercial organic waste recycling requirement for businesses and multi-family complexes, with five (5) or more units, that generate 2 cubic yards or more of solid waste per week to make arrangements for organics collection services.

Assembly Bill (AB) 827

AB 827 (Statutes of 2014) is intended to educate and involve consumers in achieving the state’s recycling goals. This bill requires businesses that generate 4 cubic yards or more of waste per week to provide customers with recycling and organics bins to collect the recyclable material generated from products purchased on the premises. This bill exempts full-service restaurants with wait staff.

STAFF REVIEW

Staff issued a request for proposals (RFP) for solid waste consulting services on December 3, 2020 with a deadline for submission of January 5, 2021. The City sent the RFP to seven well-known companies in the solid waste industry and received proposals from three: Go2Zero Strategies (Go2Zero), HF&H Consultants (HF&H), and MSW Consultants, Inc. (MSW).

On February 1, 2021, the City Council directed the staff to negotiate the fee schedule with HF&H in an effort to lower and or match the fee to the lowest bidder, Go2Zero. HF&H was amenable to the City’s request and submitted a revised proposal with the lowest fee schedule as illustrated below.

Ranking	Consultant	Proposed Fee	Biennial Audit Fee	Fee Schedule
1	HF&H	\$261,000*	\$48,973*	\$212,027*
2	Go2Zero	\$220,678	\$7,935	\$212,743
3	MSW	\$365,370	\$30,000	\$335,370

*Revised Proposal

City Council Meeting – February 16, 2021
Award of Contract for Solid Waste Consulting Services

The Biennial Audit Fee corresponds to a contractual task in the current agreement with Republic Services. The audit will occur in 2021 and will be based on the reports and records for calendar year 2020. Republic Services will reimburse to the City the cost of the audit up to \$70,000. However, HF&H revised their audit fee to reflect a more realistic cost at \$48,973 based on historical data. Staff recommends awarding the consulting services agreement to HF&H with the proposed cost.

While all three proposers are qualified to perform the services requested, HF&H is uniquely qualified due to their familiarity with the City and with the current solid waste hauling agreement with Republic Services. Their institutional knowledge and industry expertise will afford the City the ability to plan programs and procedures with maximum efficiency, and ensure continued regulatory compliance for the City.

LEGAL REVIEW

The City Attorney has reviewed the agreement and approved as to form.

FISCAL IMPACT

Solid waste consulting services is an eligible expenditure for AB 939 fees. The Fiscal Year 2020-21 adopted budget included only six months of contract consulting services: (July 1 through December 31, 2020). Therefore, a budget adjustment for the contract period through June 30, 2021 is requested for the remainder of the fiscal year. Funding is available to cover current year appropriation in the amount of \$44,289. The remaining two fiscal years on the proposed contract will be included in the annual budgets for those years. Below is the recommended budget increase utilizing AB939 fund balance:

Increase appropriations:		
276-310-530.100	AB939 – Contract Services	\$ 44,289

RECOMMENDATION

Staff recommends that the City Council:

1. Award the contract for the Solid Waste Consulting Services to HF&H Consultants, LLC in the amount of \$261,000 for the 29 month service period from February 1, 2021 through June 30, 2023.
2. Authorize an increase in AB939 contract services appropriations for Fiscal Year 2020-21 in the amount of \$44,289.

Attachment: Solid Waste Consulting Services Agreement

CITY OF LAWNSDALE
CONTRACT SERVICES AGREEMENT FOR
SOLID WASTE CONSULTING SERVICES

This Contract Services Agreement ("Agreement") is made and entered into this 16th day of February, 2021, by and between the City of Lawnsdale, a municipal corporation ("City"), and HF&H Consultants, LLC, a California limited liability corporation ("Consultant"). The term Consultant includes professionals performing in a consulting capacity. The parties hereto agree as follows:

1.0 SERVICES OF CONSULTANT

1.1 Scope of Services. In compliance with all terms and conditions of this Agreement, Consultant shall provide the work and services specified in the "Scope of Services" attached hereto as *Exhibit "A"* and incorporated herein by this reference. Consultant warrants that all work or services set forth in the Scope of Services will be performed in a competent, professional and satisfactory manner.

1.2 Consultant's Proposal. The Scope of Services shall include the Consultant's proposal or bid which shall be incorporated herein by this reference as though fully set forth herein. In the event of any inconsistency between the terms of such proposal and this Agreement, the terms of this Agreement shall govern.

1.3 Compliance with Law. All work and services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental agency having jurisdiction.

1.4 Licenses, Permits, Fees and Assessments. Consultant shall obtain at its sole cost and expense, such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments, taxes, including applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Consultant's performance of the services required by this Agreement; and shall indemnify, defend and hold harmless City against any claim for such fees, assessments, taxes, penalties or interest levied, assessed or imposed against City hereunder.

1.5 Familiarity with Work. By executing this Agreement, Consultant warrants that Consultant (a) has thoroughly investigated and considered the scope of services to be performed, (b) has carefully considered how the work and services should be performed, and (c) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement.

1.6 Additional Services. City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Consultant, incorporating therein any adjustment in (i) the Contract Sum, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Consultant. Any increase in compensation must be approved by the City Council. It is expressly understood by Consultant that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services or reasonably

contemplated therein. Consultant hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Consultant anticipates and that Consultant shall not be entitled to additional compensation therefor.

1.7 Special Requirements. Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Special Requirements" attached hereto as *Exhibit "B"* and incorporated herein by this reference. In the event of a conflict between the provisions of *Exhibit "B"* and any other provisions of this Agreement, the provisions of *Exhibit "B"* shall govern.

1.8 Environmental Laws. Consultant shall comply with all applicable environmental laws, ordinances, codes and regulations of Federal, State, and local governments. Consultant shall also comply with all applicable mandatory standards and policies relating to energy efficiency.

2.0 COMPENSATION

2.1 Contract Sum. For the services rendered pursuant to this Agreement, Consultant shall be compensated in accordance with the "Schedule of Compensation" attached hereto as *Exhibit "C"* and incorporated herein by this reference, but not exceeding the maximum contract amount of two hundred sixty-one thousand dollars (\$261,000) ("Contract Sum"), except as provided in Section 1.6. The method of compensation may include: (i) a lump sum payment upon completion, (ii) payment in accordance with the percentage of completion of the services, (iii) payment for time and materials based upon the Consultant's rates as specified in the Schedule of Compensation, but not exceeding the Contract Sum or (iv) such other methods as may be specified in the Schedule of Compensation. Compensation may include reimbursement for actual and necessary expenditures approved by the Contract Officer in advance if specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Consultant at all project meetings reasonably deemed necessary by the City.

Consultant agrees that if Consultant becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services or, if Consultant is providing design services, the cost of the project being designed, Consultant shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if Consultant is providing design services, the estimated increased or decreased cost estimate for the project being designed.

2.2 Method of Payment. Unless some other method of payment is specified in the Schedule of Compensation, in any month in which Consultant wishes to receive payment, no later than the first (1st) working day of such month, Consultant shall submit to the City, in a form approved by the City's Director of Finance, an invoice for services rendered prior to the date of the invoice. Except as provided in Section 7.2, City shall pay Consultant for all expenses stated thereon which are approved by City pursuant to this Agreement generally within thirty (30) days, and no later than forty-five (45) days, from the submission of an invoice in an approved form.

2.3 Availability of Funds. It is mutually understood between the parties that this Agreement is valid and enforceable only if sufficient funds are made available by the City Council of the City for the purposes of this Agreement. The availability of funding is affected by matters outside the City's control, including other governmental entities. Accordingly, the City has the option to void the whole Agreement or to amend the Agreement to reflect unanticipated reduction in funding for any reason.

3.0 PERFORMANCE SCHEDULE

3.1 Time of Essence. Time is of the essence in the performance of this Agreement.

3.2 Schedule of Performance. Consultant shall commence and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as *Exhibit "D"*, if any, and incorporated herein by this reference.

3.3 Force Majeure. The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Consultant, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Consultant shall, within ten (10) days of the commencement of such delay, notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay and extend the time for performing the services for the period of the enforced delay when and if, in the judgment of the Contract Officer, such delay is justified. The Contract Officer's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Consultant be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused; Consultant's sole remedy being extension of the Agreement pursuant to this Section.

3.4 Term. Unless earlier terminated in accordance with Section 7.4 below, this Agreement shall begin on February 16, 2021 and continue in full force and effect until completion of the services no later than June 30, 2023.

4.0 COORDINATION OF WORK

4.1 Representative of Consultant. Laith Ezzet is hereby designated as being the representative of Consultant authorized to act on its behalf with respect to the work or services specified herein and to make all decisions in connection therewith.

It is expressly understood that the experience, knowledge, capability and reputation of the representative was a substantial inducement for City to enter into this Agreement. Therefore, the representative shall be responsible during the term of this Agreement for directing all activities of Consultant and devoting sufficient time to personally supervise the services hereunder. For purposes of this Agreement, the representative may not be replaced nor may his responsibilities be substantially reduced by Consultant without the express written approval of City.

4.2 Contract Officer. The City's City Manager is hereby designated as the representative of the City authorized to act in its behalf with respect to the work and services and to make all decisions in connection therewith ("Contract Officer"). It shall be the Consultant's responsibility to assure that the Contract Officer and the City's Public Works Department are kept informed of the progress of the performance of the services and the Consultant shall refer any decisions which must be made by City to the Contract Officer. The City may designate another Contract Officer by providing written notice to Consultant.

4.3 Prohibition Against Subcontracting or Assignment. The experience, knowledge, capability and reputation of Consultant, its principals and employees were a substantial inducement for

the City to enter into this Agreement. Therefore, Consultant must not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the City. In addition, neither this Agreement nor any interest herein may be transferred or assigned without the prior written approval of City. Transfers restricted hereunder include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Consultant taking all transfers into account on a cumulative basis. A prohibited transfer or assignment shall be void. No approved transfer shall release the Consultant or any surety of Consultant of any liability hereunder without the express consent of City.

4.4 Independent Contractor. Neither the City nor any of its employees shall have any control over the manner or means by which Consultant or employees, perform the services required herein, except as otherwise set forth herein. Consultant shall perform all services required herein as an independent contractor of City and shall remain under only such obligations as are consistent with that role. Consultant represents and warrants that the personnel used to provide services to the City pursuant to this Agreement are classified by Consultant as employees. Consultant shall not at any time or in any manner represent that it or any of its employees are employees of City. City shall not in any way or for any purpose become or be deemed to be a partner of Consultant in its business or otherwise or a joint venturer or a member of any joint enterprise with Consultant. In the event that Consultant or any employee of Consultant providing services under this Agreement claims or is determined by a federal or state agency, a court of competent jurisdiction, or the California Public Employees' Retirement System ("CalPERS") to be classified as other than an independent contractor for the City, then Consultant shall indemnify, defend, and hold harmless the City for the payment of any and all assessed fines, penalties, judgments, employee and/or employer contributions, and any other damages and costs assessed to the City as a consequence of, or in any way attributable to, the assertion that Consultant or any staff Consultant used to provide services under this Agreement are employees of the City.

5.0 INSURANCE AND INDEMNIFICATION

5.1 Insurance. Consultant must procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement including any extension thereof, the following policies of insurance:

(a) Commercial General Liability Insurance. A policy of commercial general liability insurance using Insurance Services Office "Commercial General Liability" policy form CG 00 01, with an edition date prior to 2004, or the exact equivalent. Coverage for an additional insured must not be limited to its vicarious liability. Defense costs must be paid in addition to limits. Limits must be no less than \$1,000,000.00 per occurrence for all covered losses and no less than \$2,000,000.00 general aggregate.

(b) Workers' Compensation Insurance. A policy of workers' compensation insurance on a state-approved policy form providing statutory benefits as required by law with employer's liability limits no less than \$1,000,000 per accident for all covered losses. However, this requirement will not apply if Consultant has no employees and provides a letter stating so signed under penalty of perjury.

(c) Automotive Insurance. A policy of comprehensive automobile liability insurance written on a per occurrence basis in an amount not less than \$1,000,000.00 per accident, combined single limit. Said policy must include coverage for owned, non-owned, leased and hired cars.

(d) Professional Liability or Error and Omissions Insurance. A policy of professional liability insurance in an amount not less than \$1,000,000.00 per claim and \$2,000,000.00 annual aggregate with respect to loss arising from the actions of Consultant performing professional services under this Agreement on behalf of the City. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement and Consultant agrees to maintain continuous coverage through a period no less than three (3) years after completion of the services required by this Agreement.

All of the above policies of insurance, except professional liability insurance, must be primary insurance. The general liability policy must name the City and its officers, employees and agents ("City Parties") as additional insureds and shall waive all rights of subrogation and contribution it may have against the City and the City's Parties and their respective insurers. Moreover, the insurance policy must specify that where the primary insured does not satisfy the self-insured retention, any additional insured may satisfy the self-insured retention. Each of the required policies of insurance must provide that they may be not cancelled without providing 10 days prior written notice by registered mail to the City. In the event the policies are cancelled or amended, Consultant must, prior to the cancellation or amendment date, submit new evidence of insurance in conformance with this Section 5.1 to the Contract Officer. No work or services under this Agreement may commence until Consultant has provided City with Certificates of Insurance or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by City.

Consultant agrees that the provisions of this Section 5.1 must not be construed as limiting in any way the extent to which Consultant may be held responsible for the payment of damages to any persons or property resulting from Consultant's activities or the activities of any person or persons for which Consultant is otherwise responsible. If the Consultant's insurance policies have higher limits and coverage than those required by this contract, the City will have access to those higher limits and coverage maintained by the Consultant.

The insurance required by this Agreement must be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best Rating Guide or The Key Rating Guide, and only if they are of a financial category Class VII or better, unless such requirements are waived by the Risk Manager of the City due to unique circumstances.

In the event that the Consultant is authorized to subcontract any portion of the work or services provided pursuant to this Agreement, the contract between the Consultant and such subcontractor must require the subcontractor to maintain the same policies of insurance that the Consultant is required to maintain pursuant to this Section 5.1.

5.2 Indemnification.

(a) Indemnity for Design Professional Liability. When the law establishes a professional standard of care for Consultant's services, to the fullest extent permitted by law, and except for the statutory limits set forth under California Civil Code Section 2782.8 applicable to services provided by a "design professional", Consultant shall indemnify, defend and hold harmless City and the City's Parties from and against any and all losses, liabilities, damages, costs and expenses, including attorneys' fees and costs to the extent same are caused in whole or in part by any negligent or wrongful act, error or omission of Consultant, its officers, employees of subcontractors (or any entity or individual

for which Consultant shall bear legal liability) in the performance of professional services under this Agreement.

(b) Indemnity for Other Than Design Professional Liability. Other than in the performance of design professional services and to the full extent permitted by law, Consultant shall indemnify, defend and hold harmless City and City's Parties from and against any liability (including liability for claims, suits, actions, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys' fees and costs, court costs, defense costs and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or entity for which Consultant is legally liable, including but not limited to officers, employees or subcontractors of Consultant.

6.0 RECORDS AND REPORTS

6.1 Reports. Consultant shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement as the Contract Officer shall require.

6.2 Records. Consultant shall keep, and require subcontractors to keep those books and records necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of three (3) years following completion of the services hereunder, and the City shall have access to such records in the event any audit is required.

6.3 Ownership of Documents. All drawings, specifications, reports, records, documents and other materials prepared by Consultant, its employees, and subcontractors in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership of such documents and materials. Consultant may retain copies of such documents for its own use and Consultant shall have an unrestricted right to use the concepts embodied therein. Any use of such completed documents by City for other projects and/or use of uncompleted documents without specific written authorization by the Consultant will be at the City's sole risk and without liability to Consultant and the City shall indemnify the Consultant for all damages resulting therefrom. All subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages resulting therefrom.

7.0 ENFORCEMENT OF AGREEMENT

7.1 California Law. This Agreement shall be construed and interpreted both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Los Angeles, State of California, or any other appropriate court in such county, and Consultant agrees to submit to the personal jurisdiction of such court in the event of such action.

7.2 Retention of Funds. Consultant hereby authorizes City to deduct from any amount payable to Consultant (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate City for any losses, costs, liabilities, or damages suffered by City, and (ii) all amounts for which City may be liable to third parties, by reason of Consultant's acts or omissions in performing or failing to perform Consultant's obligation under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Consultant, City may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of City to exercise such right to deduct or to withhold shall not, however, affect the obligations of the Consultant to insure, indemnify, and protect City as elsewhere provided herein.

7.3 Waiver. No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

7.4 Termination Prior to Expiration of Term. Either party may terminate this Agreement at any time, with or without cause, upon thirty (30) days' written notice to the other party. Upon receipt of any notice of termination, Consultant shall immediately cease all work or services hereunder except such as may be specifically approved by the Contract Officer. Consultant shall be entitled to compensation for the reasonable value of the work product actually produced prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation and City shall be entitled to reimbursement for any compensation paid in excess of the services rendered.

7.5 Completion of Work After Termination for Default of Consultant. If termination is due to the failure of the Consultant to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract or otherwise, and the Consultant shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Consultant for the purpose of set-off or partial payment of the amounts owed the City as previously stated.

7.6 Attorneys' Fees. If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, shall be entitled to reasonable attorneys' fees, whether or not the matter proceeds to judgment, and to all other reasonable costs for investigating such action, taking depositions and discovery, including all other necessary costs the court allows which are incurred in such litigation.

8.0 CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of City Officers and Employees. No officer or employee of the City shall be personally liable to the Consultant, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

8.2 Conflict of Interest; City. No officer or employee of the City shall have any financial interest in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which affects his financial interest or the financial interest of any corporation, partnership or association in which he is interested, in violation of any State statute or regulation.

8.3 Conflict of Interest; Consultant. Consultant warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement. Consultant shall comply with all conflict of interest laws and regulations including, without limitation, City's Conflict of Interest Code which is on file in the City Clerk's office. Accordingly, should the City Manager determine that Consultant will be performing a specialized or general service for the City and there is substantial likelihood that the Consultant's work product will be presented, either written or orally, for the purpose of influencing a governmental decision, the Consultant and its officers, or employees, as applicable, shall be subject to the City's Conflict of Interest Code.

8.4 Covenant Against Discrimination. Consultant covenants that, by and for itself, its executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry in the performance of this Agreement. Consultant shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, marital status, national origin or ancestry.

9.0 MISCELLANEOUS PROVISIONS

9.1 Notice. Any notice or other communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the City Manager and to the attention of the Contract Officer, City of Lawndale, 14717 Burin Avenue, Lawndale, California 90260, and in the case of the Consultant, to the person at the address designated on the execution page of this Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

9.2 Interpretation. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

9.3 Integration; Amendment. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. This Agreement may be amended at any time by an instrument in writing signed by both parties.

9.4 Severability. Should a portion of this Agreement be declared invalid or unenforceable by a judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining portions of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties unless the invalid provision is so material that its

invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

9.5 Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.

IN WITNESS WHEREOF, the parties have executed and entered into this Agreement as of the date first written above.

CITY:
CITY OF LAWNSDALE,
a municipal corporation

By: _____
Robert Pullen Miles, Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:
Aleshire & Wynder, LLP

Tiffany J. Israel, City Attorney

CONSULTANT:
HF&H Consultants, LLC,
a limited liability company

By: _____
Name: Robert C. Hilton
Title: President

By: _____
Name: Laith Ezzet
Title: Senior Vice President

Address: 19200 Von Karman Avenue, Suite 360
Irvine, CA 92612

EXHIBIT "A"

SCOPE OF SERVICES

Part 1: Franchise Management

Consultant will undertake monthly monitoring to assess increases/decreases in residential curbside recycling and organics diversion, and commercial/multi-family diversion on a monthly basis to measure the success of recycling efforts implemented by Republic.

Consultant will monitor the quantity and quality of public education pieces prepared by Republic, suggest topics for public education pieces, and will review public educational pieces for accuracy.

Consultant will also review Republic's annual rate increase to confirm the accuracy of Republic's calculations, in accordance with the allowable annual increase set forth in the franchise agreement, confirm compliance with the City's five-year Proposition 218 notice, and document recommended adjustments to the submittal, if applicable.

Consultant shall attend monthly meetings with City staff and Republic to monitor Republic's compliance with contractual requirements, and discuss the success of recycling programs and plans to improve waste diversion.

Part 2: Maintenance Activities

Consultant will assist with various waste management-related inquiries and miscellaneous tasks that arise from time to time. These tasks will include legislative research and reporting, monitoring the activities and objectives of the Los Angeles County Integrated Waste Management Task Force ("Task Force"), and providing general solid waste and recycling liaison assistance.

Consultant will:

- Track solid waste legislation, regulations, CalRecycle policy decisions, and other solid waste issues pertinent to the City;
- Provide legislative and regulatory updates and discuss significant items at face-to-face meetings;
- Provide solid waste liaison assistance to residents and businesses; and
- Monitor Task Force meetings and initiatives.

This task will also include communication with the City's CalRecycle representative to ensure ongoing compliance with state regulations such as CalGreen, AB 341, AB 827, AB 939, AB 1826, AB 2176 and SB 1383. Additionally, this task may require the development of new programs or the enhancement of existing diversion programs.

Part 3: Coordinate, Promote and Monitor Recycling Programs

Consultant will provide public education support for the commercial, multi-family, and single-family curbside recycling programs to increase the diversion rates in these sectors.

Consultant will:

- Monitor both the commercial/multi-family and the single family recycling programs throughout the year, including review of monthly tonnage and customer count reports submitted by the contractor, and attendance at monthly meetings with the City and the contractor.
- Prepare public education and outreach materials.
- Prepare articles for the Lawndalian and Recycle Today to promote environmental programs in all sectors.

Part 4: Analyze Monthly and Quarterly Reports and Conduct Biennial Audit

Consultant will use its excel-based program to analyze the monthly and quarterly reports submitted by Republic. Through the use of this program, Consultant will determine any irregularities and/or inaccuracies of the data submitted via Republic's reports. The program also tracks the progress of AB 939, AB 341, and AB 1826 compliance. Consultant will be updating this program to track certain aspects of SB 1383 compliance.

Conduct Biennial Audit

Section 8.2.7 of the franchise agreement between the City and Republic requires that Republic pay for a comprehensive biennial performance audit. The scope of the audit will be determined by the City and may include all items listed in section 8.2.7 of the franchise agreement. The audit will be performed in 2021 for the audit period of calendar year 2020.

The comprehensive performance audit is particularly important to ensure that all of the new contract enhancements have been properly implemented under the new terms of the agreement. The specific audit activities will be confirmed after the operating results for calendar year 2020 are reported and available. At that time the focus areas for audit testing can be reasonably determined. Consultant will develop the audit plan and timeline for City approval, gather and review financial and operating data reported to the City, obtain and review source documentation during an on-site visit at Republic's offices to verify the reported data, document findings, and report the results to the City. The audit costs to the City will then be reimbursed by Republic.

Part 6: SB 1383 Implementation Assistance

SB 1383 requires that jurisdictions adopt ordinances, or amend existing municipal codes to address a number of significant matters. Given the extent of these regulations, Consultant shall work with the City Attorney's office to draft the amendments required to comply with this new law in the first quarter of 2021, with final adoption of the ordinances by City Council by the end of the second quarter 2021. The ordinances/municipal code updates will be drafted to take into consideration future legislation which may delay the implementation date.

Tasks performed by Consultant shall include the following activities related to SB 1383:

1. Present SB 1383 regulations at a City Council meeting if requested by the City.

2. Consultant will review the City's existing ordinances related to solid waste to develop, in coordination with the City Attorney's office, a strategy for preparing revisions to comply with SB 1383 regulations and to identify specific municipal code sections that are impacted by SB 1383 regulations.

3. Consultant will coordinate with the City Attorney's office to prepare the draft of revisions to the City's municipal code. The revisions will pull language from the CalRecycle Model Ordinance to be integrated into the City's municipal code. Part of this effort will involve adding new definitions to integrate SB 1383-related definitions. The City will receive revisions presented in redline/track-change format.

4. As requested by the City Consultant will support City staff in the process of presenting the SB 1383 municipal code revisions to the City Council. Consultant will review and comment on a staff-prepared City Council report and presentation. Consultant will support City staff by attending a meeting with City Council and being available during that meeting to respond to questions.

5. Consultant will develop public education and outreach materials to all organic generators, tailored by sector (e.g., residential, commercial) and will prepare for, present, and participate in six community outreach meetings.

Part 7: Monitor Construction and Demolition Program

The next revision to the City's construction and demolition ordinance, Code is scheduled for 2021. In order to ensure the City's continued compliance, Consultant will: 1. Ensure the construction and demolition program requirements are up to date and in compliance with CalGreen requirements by updating the ordinance and collateral materials as necessary.

2. Assist with City inquiries regarding construction and demolition.

Part 8: Annual AB 939 Fee Fund Reconciliation

In order to ensure appropriate AB 939 expenditures, and to track the fund balance, Consultant will gather quarterly AB 939 remittance reports and fund balances from the City's Finance Department, and reconcile these documents to ensure that the AB 939 fees are allocated accurately. Consultant will document all findings in a memorandum to the City.

Part 9: Recycling and Disposal Reporting System Reconciliation

The Recycling and Disposal Facility Reporting System (RDRS) law requires certain businesses to report directly to CalRecycle on a quarterly basis on types, quantities, and destinations of materials that are disposed of, sold, or transferred inside or outside of the state. The RDRS will provide greater transparency of materials reported as originating from the City by these entities. Consultant will review the RDRS to ensure accuracy of the reporting. Consultant will do the following:

1. Compare Republic's, and permitted construction and demolition haulers', tonnage reports to the RDRS, identify discrepancies and mediate a solution.

2. Review facility reports which allocate tonnages to the City, and document inaccuracies.

3. Identify haulers from facility reports that do not have the authority to provide collection services in the City.
4. Prepare letters for the City to send to illegal haulers, requesting them to cease operations in the City.
5. Prepare documentation listing all errors found, forward the forms and all reference information to CalRecycle and include this information in the Electronic Annual Report.

Part 10: CalRecycle Electronic Annual Report

1. Consultant will prepare the City's Electronic Annual Report to CalRecycle which will include documentation of diversion program activities conducted throughout the specified year, as well as a calculation of numerical compliance with diversion mandates.
2. Consultant will assist with any additional reports required by CalRecycle.
3. Consultant will assist the City by responding to questions from CalRecycle, and prepare for and participate in the annual conference calls and meetings with CalRecycle.

EXHIBIT "B"

SPECIAL REQUIREMENTS

None.

EXHIBIT "C"

SCHEDULE OF COMPENSATION

In connection with the services provided pursuant to the terms of this Agreement, City will pay Consultant as described below upon City's receipt of a written invoice provided by Consultant no more than monthly. City will pay Consultant for work completed, billed in increments of six minutes (0.1 hours), not to exceed the Contract Sum. The City will reimburse the Consultant for reasonable out-of-pocket expenses related to performing services on behalf of the City that are approved in advance in writing by the City such as mileage (at the IRS rate), copies, binding costs, postage, parking, travel, and lodging expenses. To receive reimbursements, the Consultant must provide the City with a receipt and a description of the expense incurred along with the invoice. No mark up on expenses may be added.

Estimated costs are included in the tables below and the detailed work plans, provided on the following pages. The work plans itemize hours by task and staff classification and are summarized in the table below. Hours may be shifted among tasks.

	<u>5 Months</u> <u>February 2021 – June</u> <u>2021</u>	<u>12 Months</u> <u>July 2021 – June</u> <u>2022</u>	<u>12 Months</u> <u>July 2022 – June</u> <u>2023</u>	<u>Total</u>
Tasks 1-10 ⁽¹⁾	\$44,289	\$81,571	\$86,167	\$212,027
Task 4F - Audit	N/A	\$48,973 ⁽²⁾	N/A	\$48,973
<u>Total</u>	<u>\$44,289</u>	<u>\$130,544</u>	<u>\$86,167</u>	<u>\$261,000</u>

(1) Excluding Task 4F Audit

(2) \$70,000 is the not to exceed reimbursement amount included in the agreement with Republic for the first audit. The actual cost of the audit will be determined based on the audit objectives to be confirmed by the City at the time of the audit.

Hourly rates through June 30, 2021 are listed below. Rates will adjust each July 1 by 2%.

<u>Position</u>	<u>Rate</u>
President	\$305
Senior Vice President	\$295
Senior Project Manager	\$269
Project Manager	\$210 - \$235
Senior Associate	\$189 - \$209
Associate Analyst	\$159 - \$179
Administrative Staff	\$99 - \$110

Detailed Workplans

The following pages present three detailed workplans. The workplans are broken out by time frame. The first detailed workplan covers February 21, 2021 through June 30, 2021. The second covers July 1, 2021 through June 30, 2022. Finally, the third detailed workplan covers July 1, 2022 through June 30, 2023.

February 1, 2021 through June 30, 2021						
Task Description	Sr. Vice President	Sr. Project Manager	Project Manager	Sr. Associate	Associate	Total Hours
1. Franchise Management						
1A Monitor contractor compliance	2	6	-	-	6	14
1B Gather, review and analyze contractor's reports						
1C Review and verify contractor's annual rate adjustment						
1D Review public education developed by contractor	-	2	-	-	4	6
1E Schedule and attend monthly meetings	-	6	-	-	6	12
1F Maintain and update action items	-	2	-	-	4	6
Subtotal: Task 1 Hours	2	16	-	-	20	38
Task 1 Fees	590	4,304	0	0	3,180	8,074
2. Maintenance Activities						
2A Track solid waste legislation, and policy decisions	-	4	-	-	-	4
2B Provide regulatory updates	-	2	-	-	-	2
2C Provide community liaison assistance	-	2	-	-	5	7
2D Prepare reports and documents	-	2	-	-	4	6
Subtotal: Task 2 Hours	-	10	-	-	9	19
Task 2 Fees	\$ -	\$ 2,690	\$ -	\$ -	\$ 1,431	\$ 4,121
3. Coordinate, Promote and Monitor Recycling Programs						
3A Monitor recycling programs	-	4	-	-	6	10
3B Prepare public education and outreach materials	-	2	-	-	4	6
3C Prepare articles for the Lawndalian and Recycle Today	-	2	-	-	8	10
Subtotal: Task 3 Hours	-	8	-	-	18	26
Task 3 Fees	\$ -	\$ 2,152	\$ -	\$ -	\$ 2,862	\$ 5,014
4. Analyze Monthly & Quarterly Reports; Conduct Biennial Audit						
4A Receive and analyze contractor's reports	-	4	-	-	6	10
4B Track submittal of contractor reports	-	-	-	-	2	2
4C Review mathematical accuracy of gross receipts reports	-	2	-	-	4	6
4D Prepare excel document summarizing reports to City	-	-	-	-	6	6
4E Calculate ratio of gross receipts to tonnage	-	-	-	-	2	2
4F Conduct Biennial Audit	-	-	-	-	-	-
Subtotal: Task 4 Hours	-	6	-	-	20	26
Task 4 Fees	\$ -	\$ 1,614	\$ -	\$ -	\$ 3,180	\$ 4,794
5. Mandatory Commercial Recycling and Organics Regulation Compliance						
5A Prepare public education and outreach materials	-	2	-	-	4	6
5B Review program participation	-	2	-	-	4	6
5C Brief City on program updates	-	2	-	-	-	2
Subtotal: Task 5 Hours	-	6	-	-	8	14
Task 5 Fees	\$ -	\$ 1,614	\$ -	\$ -	\$ 1,272	\$ 2,886
6. SB 1383 Implementation Assistance						
6A Present regulations to City Council	-	8	-	-	-	8
6B Amend existing ordinance or draft new ordinances	6	36	4	-	8	54
6C Prepare public education and outreach materials	-	-	-	-	-	-
6D Provide implementation assistance	-	-	-	-	-	-
Subtotal: Task 6 Hours	6	44	4	-	8	62
Task 6 Fees	\$ 1,770	\$ 11,836	\$ 900	\$ -	\$ 1,272	\$ 15,778
7. Monitor Construction and Demolition Program						
7A Update ordinance and collateral materials as needed	-	8	-	-	2	10
7B Assist with inquiries	-	4	-	-	-	4
Subtotal: Task 7 Hours	-	12	-	-	2	14
Task 7 Fees	\$ -	\$ 3,228	\$ -	\$ -	\$ 318	\$ 3,546
8. Annual AB 939 Fee Reconciliation						
8A Reconcile remittance reports to fund balances	-	-	-	-	-	-
Subtotal: Task 8 Hours	-	-	-	-	-	-
Task 8 Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Disposal Report Reconciliation						
9A Compare contractor's tonnage to RDRS	-	-	-	-	-	-
9B Identify haulers from RDRS not authorized to collect in City	-	-	-	-	-	-
9C Prepare disposal report reconciliation correspondence	-	-	-	-	-	-
9D Prepare Disposal Modification Forms/submit to CalRecycle	-	-	-	-	-	-
Subtotal: Task 9 Hours	-	-	-	-	-	-
Task 9 Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. CalRecycle Annual Report						
10A Prepare and submit Electronic Annual Report	-	-	-	-	-	-
Subtotal: Task 10 Hours	-	-	-	-	-	-
Task 10 Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Hours	8	102	4	-	85	199
Hourly Rate	\$ 295	\$ 269	\$ 225	\$ 209	\$ 159	
Subtotal	\$ 2,360	\$ 27,438	\$ 900	\$ -	\$ 13,515	\$ 44,213
Expenses						\$ 76
Total Fees and Expenses						\$ 44,289

* Hours may be shifted among tasks

July 1, 2021 through June 30, 2022

Task Description	Sr. Vice President	Sr. Project Manager	Project Manager	Sr. Associate	Associate	Total Hours
1. Franchise Management						
1A Monitor contractor compliance	2	12	-	-	16	30
1B Gather, review and analyze contractor's reports	-	-	Time Included in Task 4		-	-
1C Review and verify contractor's annual rate adjustment	-	2	-	16	-	18
1D Review public education developed by contractor	-	4	-	-	8	12
1E Schedule and attend monthly meetings	-	32	-	-	36	68
1F Maintain and update action items	-	4	-	-	12	16
Subtotal: Task 1 Hours	2	54	-	16	72	144
Task 1 Fees	602	14,742	0	3,408	11,664	30,416
2. Maintenance Activities						
2A Track solid waste legislation, and policy decisions	-	8	-	-	-	8
2B Provide regulatory updates	-	4	-	-	-	4
2C Provide community liaison assistance	-	4	-	-	6	10
2D Prepare reports and documents	-	4	-	-	8	12
Subtotal: Task 2 Hours	-	20	-	-	14	34
Task 2 Fees	\$ -	\$ 5,460	\$ -	\$ -	\$ 2,268	\$ 7,728
3. Coordinate, Promote and Monitor Recycling Programs						
3A Monitor recycling programs	-	6	-	-	10	16
3B Prepare public education and outreach materials	-	2	-	-	8	10
3C Prepare articles for the Lawndalian and Recycle Today	-	4	-	-	16	20
Subtotal: Task 3 Hours	-	12	-	-	34	46
Task 3 Fees	\$ -	\$ 3,276	\$ -	\$ -	\$ 5,508	\$ 8,784
4. Analyze Monthly & Quarterly Reports; Conduct Biennial Audit						
4A Receive and analyze contractor's reports	-	-	-	-	16	16
4B Track submittal of contractor reports	-	-	-	-	4	4
4C Review mathematical accuracy of gross receipts reports	-	2	-	-	4	6
4D Prepare excel document summarizing reports to City	-	-	-	-	4	4
4E Calculate ratio of gross receipts to tonnage	-	-	-	-	4	4
4F Conduct Biennial Audit	22	22	-	125	60	229
Subtotal: Task 4 Hours	22	24	-	125	92	263
Task 4 Fees	\$ 6,622	\$ 6,552	\$ -	\$ 26,825	\$ 14,904	\$ 54,703
5. Mandatory Commercial Recycling and Organics Regulation Compliance						
5A Prepare public education and outreach materials	-	2	-	-	8	10
5B Review program participation	-	2	-	-	6	8
5C Brief City on program updates	-	4	-	-	-	4
Subtotal: Task 5 Hours	-	8	-	-	14	22
Task 5 Fees	\$ -	\$ 2,184	\$ -	\$ -	\$ 2,268	\$ 4,452
6. SB 1383 Implementation Assistance						
6A Present regulations to City Council	-	-	-	-	-	-
6B Amend existing ordinance or draft new ordinances	-	-	-	-	-	-
6C Prepare public education and outreach materials	-	4	-	-	16	20
6D Provide implementation assistance	-	16	8	-	16	40
Subtotal: Task 6 Hours	-	20	8	-	32	60
Task 6 Fees	\$ -	\$ 5,460	\$ 1,840	\$ -	\$ 5,184	\$ 12,484
7. Monitor Construction and Demolition Program						
7A Update ordinance and collateral materials as needed	-	-	-	-	-	-
7B Assist with inquiries	-	8	-	-	-	8
Subtotal: Task 7 Hours	-	8	-	-	-	8
Task 7 Fees	\$ -	\$ 2,184	\$ -	\$ -	\$ -	\$ 2,184
8. Annual AB 939 Fee Reconciliation						
8A Reconcile remittance reports to fund balances	-	2	-	8	-	10
Subtotal: Task 8 Hours	-	2	-	8	-	10
Task 8 Fees	\$ -	\$ 546	\$ -	\$ 1,704	\$ -	\$ 2,250
9. Disposal Report Reconciliation						
9A Compare contractor's tonnage to RDRS	-	2	-	-	4	6
9B Identify haulers from RDRS not authorized to collect in City	-	-	-	-	4	4
9C Prepare disposal report reconciliation correspondence	-	2	-	-	8	10
9D Prepare Disposal Modification Forms and submit to CalRecycle	-	2	-	-	4	6
Subtotal: Task 9 Hours	-	6	-	-	20	26
Task 9 Fees	\$ -	\$ 1,638	\$ -	\$ -	\$ 3,240	\$ 4,878
10. CalRecycle Annual Report						
10A Prepare and submit Electronic Annual Report	-	4	-	-	8	12
Subtotal: Task 10 Hours	-	4	-	-	8	12
Task 10 Fees	\$ -	\$ 1,092	\$ -	\$ -	\$ 1,296	\$ 2,388
Total Hours	24	158	8	149	286	625
Hourly Rate	\$ 301	\$ 273	\$ 230	\$ 213	\$ 162	
Subtotal	\$ 7,224	\$ 43,134	\$ 1,840	\$ 31,737	\$ 46,332	\$ 130,267
Expenses						\$ 277
Total Fees and Expenses						\$ 130,544

* Hours may be shifted among tasks

July 1, 2022 through June 30, 2023						
Task Description	Sr. Vice President	Sr. Project Manager	Project Manager	Sr. Associate	Associate	Total Hours
1. Franchise Management						
1A Monitor contractor compliance	2	16	-	-	16	34
1B Gather, review and analyze contractor's reports	-	-	Time included in Task 4			-
1C Review and verify contractor's annual rate adjustment	-	2	-	-	16	18
1D Review public education developed by contractor	-	4	-	-	8	12
1E Schedule and attend monthly meetings	-	34	-	-	36	70
1F Maintain and update action items	-	4	-	-	12	16
Subtotal: Task 1 Hours	2	60	-	16	72	150
Task 1 Fees	614	16,680	0	3,472	11,880	32,646
2. Maintenance Activities						
2A Track solid waste legislation, and policy decisions	-	8	-	-	-	8
2B Provide regulatory updates	-	4	-	-	-	4
2C Provide community liaison assistance	-	4	-	-	6	10
2D Prepare reports and documents	-	4	-	-	8	12
Subtotal: Task 2 Hours	-	20	-	-	14	34
Task 2 Fees	\$ -	\$ 5,660	\$ -	\$ -	\$ 2,310	\$ 7,870
3. Coordinate, Promote and Monitor Recycling Programs						
3A Monitor recycling programs	-	6	-	-	10	16
3B Prepare public education and outreach materials	-	2	-	-	8	10
3C Prepare articles for the Lawdalian and Recycle Today	-	4	-	-	16	20
Subtotal: Task 3 Hours	-	12	-	-	34	46
Task 3 Fees	\$ -	\$ 3,336	\$ -	\$ -	\$ 6,610	\$ 8,946
4. Analyze Monthly & Quarterly Reports; Conduct Biennial Audit						
4A Receive and analyze contractor's reports	-	4	-	-	16	20
4B Track submittal of contractor reports	-	-	-	-	4	4
4C Review mathematical accuracy of gross receipts reports	-	2	-	-	4	6
4D Prepare excel document summarizing reports to City	-	-	-	-	4	4
4E Calculate ratio of gross receipts to tonnage	-	-	-	-	4	4
4F Conduct Biennial Audit	-	-	-	-	-	-
Subtotal: Task 4 Hours	-	6	-	-	32	38
Task 4 Fees	\$ -	\$ 1,668	\$ -	\$ -	\$ 5,280	\$ 6,948
5. Mandatory Commercial Recycling and Organics Regulation Compliance						
5A Prepare public education and outreach materials	-	2	-	-	8	10
5B Review program participation	-	2	-	-	6	8
5C Brief City on program updates	-	4	-	-	-	4
Subtotal: Task 5 Hours	-	8	-	-	14	22
Task 5 Fees	\$ -	\$ 2,224	\$ -	\$ -	\$ 2,310	\$ 4,534
6. SB 1383 Implementation Assistance						
6A Present regulations to City Council	-	-	-	-	-	-
6B Amend existing ordinance or draft new ordinances	-	-	-	-	-	-
6C Prepare public education and outreach materials	-	8	-	-	16	24
6D Provide implementation assistance	-	16	-	-	16	32
Subtotal: Task 6 Hours	-	24	-	-	32	56
Task 6 Fees	\$ -	\$ 6,672	\$ -	\$ -	\$ 5,280	\$ 11,952
7 Monitor Construction and Demolition Program						
7A Update ordinance and collateral materials as needed	-	-	-	-	-	-
7B Assist with inquiries	-	8	-	-	-	8
Subtotal: Task 7 Hours	-	8	-	-	-	8
Task 7 Fees	\$ -	\$ 2,224	\$ -	\$ -	\$ -	\$ 2,224
8 Annual AB 939 Fee Reconciliation						
8A Reconcile remittance reports to fund balances	-	2	-	8	-	10
Subtotal: Task 8 Hours	-	2	-	8	-	10
Task 8 Fees	\$ -	\$ 566	\$ -	\$ 1,736	\$ -	\$ 2,292
9 Disposal Report Reconciliation						
9A Compare contractor's tonnage to RDRS	-	2	-	-	4	6
9B Identify haulers from RDRS not authorized to collect in City	-	-	-	-	4	4
9C Prepare disposal report reconciliation correspondence	-	2	-	-	7	9
9D Prepare Disposal Modification Forms and submit to CalRecycle	-	2	-	-	4	6
Subtotal: Task 9 Hours	-	6	-	-	19	25
Task 9 Fees	\$ -	\$ 1,668	\$ -	\$ -	\$ 3,135	\$ 4,803
10 CalRecycle Annual Report						
10A Prepare and submit Electronic Annual Report	-	4	-	-	16	20
Subtotal: Task 10 Hours	-	4	-	-	16	20
Task 10 Fees	\$ -	\$ 1,112	\$ -	\$ -	\$ 2,640	\$ 3,752
Total Hours	2	150	-	24	233	409
Hourly Rate	\$ 307	\$ 278	\$ 235	\$ 217	\$ 165	
Subtotal	\$ 614	\$ 41,700	\$ -	\$ 5,208	\$ 38,445	\$ 85,967
Expenses						\$ 200
Total Fees and Expenses						\$ 86,167

* Hours may be shifted among tasks

EXHIBIT "D"

SCHEDULE OF PERFORMANCE

The Consultant will provide services as requested by the City for a cost not to exceed the Contract Sum authorized above.



CITY OF LAWDALE

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

DATE: February 16, 2021
TO: Honorable Mayor and City Council
FROM: Kevin M. Chun, City Manager 
PREPARED BY: Michael Reyes, Director of Municipal Services
SUBJECT: **Illegal Fireworks Suppression Plan for 2021**

BACKGROUND

The City of Lawndale, like many municipalities is challenged in the days and months before and after the July 4th holiday with an onslaught of illegal fireworks being used which create noise pollution, air congestion, and a general disturbance for the community. While the City Council wishes to continue the use and sales of legal, safe and sane fireworks, the City Council has expressed their strong desire to limit the amount of illegal fireworks being used each year as this holiday approaches, and also to enforce against those violators that are causing disturbances in the community through the sale and use of illegal fireworks.

STAFF REVIEW

City staff proposes several strategies for addressing illegal firework use for this July 4th holiday season and is seeking direction from the City Council on the introduction of new strategies which staff believe can be effective.

The following strategies can be implemented leading up to and through the July 4th holiday to reduce the presence of illegal fireworks in the City of Lawndale.

- Deployment of SAOs from morning shifts which SAOs currently work, to midday to evening shifts six weeks before the July 4th holiday, and two weeks after
- Overtime and deployment of additional deputies, (approximately six deputies) one week before and including the July 4th holiday
- Confiscation of illegal fireworks and issuance of Administrative Citations by deputies that observe violators using and selling illegal fireworks
 - Deputies will be issuing Administrative Citations rather than criminal citations to violating parties
 - Nearly 100% of the penalty amount will go to the City, and the Courts will not be involved in evaluating the validity of these citations
 - Staff has learned that the courts have routinely dismissed criminal citations and therefore eliminated any deterrent effect

The City of Lawndale also plans to increase awareness within the City advising of the restrictions prohibiting the use and sale of illegal fireworks including:

- Heavy rotation on the City of Lawndale social media sites, City cable TV channel and City website advising of increased presence by deputies, additional fine amounts, and the use of Administrative Citations to reduce and suppress the sale and use of illegal fireworks
- Message trailer on Hawthorne Boulevard displaying fine amounts as well as a banner spanning Hawthorne Boulevard advising illegal fireworks are prohibited.
- Advertise the use of unmarked, undercover deputy cars that will be supported by a black and white marked cruiser
 - Two deputies in unmarked cars can observe violating parties much easier, and call for the single deputy black and white cruiser after to issue Administrative Citations
 - Contact will be made by deputies in both the black and white cruisers and the unmarked rental vehicles thereby providing safety for the deputies and a heavy visibility of law enforcement

The City of Lawndale may also introduce new enforcement techniques that have not been the practice in previous years including:

- Administrative Citations issued to property owners that allow fireworks to be used from their backyards or commercial properties, observed coming from over walls
 - Deputies will not be required to see the violating party, so long as confirmation can be determined that illegal fireworks are being launched from a known and identifiable location
 - Deputies observing illegal fireworks usage will note the address and time, and Administrative Citations will be issued the next day by City staff once property ownership is determined
- A “Progressive Penalty” can be created so that recurring violators, who are caught multiple times over a five year period lighting illegal fireworks can be issued a \$1,000 Administrative Citation for the first offense, \$2,500 for the second offense, and \$5,000 for the third offense (or amounts to be determined by the City Council).

Lastly, residents often submit to the City video footage taken with cell phones of illegal fireworks usage by their neighbors.

- Based upon the City Attorney’s findings, residents can be allowed to submit video documentation to the Municipal Services Department demonstrating illegal fireworks usage, and Municipal Services Staff will issue Administrative Citations to property owners where the violation occurred

The City Attorney is ready to look into the possibly of issuing Administrative Citations as described above, but City staff seeks direction from the City Council as to their willingness to pursue these options as means for protecting the community from illegal fireworks. Staff understands that none of these measures taken individually or collectively will fully resolve the problem of illegal fireworks, however, it is an effort by the City to address community concerns.

LEGAL REVIEW

Staff has consulted with the City Attorney in the development of these strategy concepts. Upon receiving City Council direction, the City Attorney will determine how these strategies can be implemented legally.

FISCAL IMPACT

City staff expects projected costs of \$25,000 to include overtime pay for additional deputies, rental car costs for deputies to use over a period of several days, and additional costs for new signage prohibiting illegal fireworks. Staff hopes to secure funding through the Justice Assistance Grant (JAG) program which in previous years has been used to pay for additional deputies for use during the Youth Day Parade, and overtime for deputies for firework suppression details.

RECOMMENDATION

Staff recommends that the City Council review the proposed Illegal Fireworks Suppression Plan for 2021, and provide direction on the strategies presented in this staff report.



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

DATE: February 16, 2021
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: February 16, 2021

TO: Honorable Mayor and City Council

FROM: Matthew R. Ceballos, Assistant City Clerk *MC*

SUBJECT: Conference with Legal Counsel – Existing Litigation [Lawndale vs. Metropolitan Transportation Authority; Case Number 20STCP02875; L.A. County Superior Court]

No public documents were forwarded to the City Clerk Department for this item.