

SIXTH AMENDED AND RESTATED
JOINT EXERCISE OF POWERS AGREEMENT

Among the Cities of Artesia, Bellflower, Cerritos, Downey,
Hawaiian Gardens, Lakewood, Norwalk, and Paramount
for Workforce Development Services

This Sixth Amended and Restated Joint Exercise of Powers Agreement (the "Agreement"), dated for reference July 1, 2020, is by and among the cities of Artesia, Bellflower, Cerritos, Downey, Hawaiian Gardens, Lakewood, Norwalk, and Paramount. Each of the Cities is a municipal corporation duly organized and existing under the Constitution and laws of the State of California.

This Agreement is made pursuant to the Joint Exercise of Powers Law (Articles 1 through 4 [commencing with § 6500] of Chapter 5, Division 7, Title 1 of the California Government Code), as now or hereafter amended.

PREAMBLE

WHEREAS, the United States Congress has enacted legislation to establish a universally accessible workforce development system to assist adults, dislocated workers, and youth to obtain and upgrade the skills necessary to advance in employment and achieve economic self-sufficiency; and

WHEREAS, such legislation authorizes the expenditure of federal funds for job training programs through a state-designated system of Local Areas ("LAs"); and

WHEREAS, the parties recognize that there is a need to develop a systematic process for the planning, coordination and implementation of federally funded services, and that it is to the mutual benefit of each of the parties and in the public interest to join together to establish this Agreement and thereby accomplish the purposes set forth herein; and

WHEREAS, the parties except the City of Paramount previously entered into that certain Fifth Amended and Restated Joint Powers Agreement; and

WHEREAS, the addition of the City of Paramount as a party to this Agreement makes it appropriate to further amend that Amended and Restated Joint Powers Agreement pursuant to which the cities were designated by the State of California as the Southeast Los Angeles County Service Delivery Area ("SELACO SDA"); and

WHEREAS, this Agreement will facilitate the continuation of the SELACO Workforce Development Board ("WDB") under the Workforce Innovation and

Opportunity Act ("WIOA") or any future federal successor legislation, should the State of California so approve.

NOW, THEREFORE, the parties hereby agree to further amend that Amended and Restated Joint Powers Agreement, and to replace it in its entirety with this Agreement, as follows:

ARTICLE I

DEFINITIONS

For purposes of this Agreement, the terms listed below shall have the following meanings unless the context clearly requires otherwise:

1. "Cities" and "parties" shall mean the eight (8) cities that currently comprise the SELACO SDA; and shall further include any other local government which may become a party to this Agreement as provided in § 1 of Article VII of this Agreement below.

2. "Policy Board" shall mean the body established pursuant to § 2 of Article II of this Agreement. The Policy Board shall be the "chief elected officials" and the "local elected officials" of the SELACO SDA and of the SELACO LA pursuant to WIOA or any successor legislation, and any similar board authorized by any successor legislation.

3. "SELACO WDB" shall mean the Workforce Development Corporation of Southeast Los Angeles County, Inc., a California nonprofit corporation formerly known as the Private Industry Council of Southeast Los Angeles County, Inc., and any successor to that entity.

ARTICLE II

PURPOSE AND ADMINISTRATION

1. Purpose. The purpose of this Agreement is to create a public entity to develop, finance, and administer programs for the delivery of employment and training services, business engagement, economic development and human services, and to undertake such other programs as the Policy Board may authorize, provided that no such program may operate in a City over the objection of the City Council of such City, except as otherwise provided in § 3 of Article VI below.

2. Creation of Policy Board. Pursuant to the Joint Exercise of Powers Law (Articles 1 through 4 [commencing with § 6500] of Chapter 5, Division 7, Title 1 of the California Government Code), as now or hereafter amended, there is hereby created a public entity to be known as the "Policy Board of the SELACO LA." The Policy Board

shall be a public entity separate and apart from each of the Cities and from the SELACO WDB.

3. Policy Boardmembers.

(a) Boardmembers. The City Council of each of the Cities shall appoint one Boardmember and one alternate. Each City Boardmember and alternate shall be a member of the appointing City Council and a vacancy shall occur if any Boardmember or alternate shall cease service on the appointing legislative body for any reason.

(b) Terms: Vacancies. Each Boardmember and alternate shall serve a two-year term commencing on July 1st and ending on June 30th of the second following year and each Boardmember and alternate shall serve at the pleasure of the City that appointed such Boardmember and alternate. Vacancies during a term and following expiration of the term of any Boardmember or alternate shall be filled in the same manner as the original appointments. Nothing in this Agreement shall bar the reappointment of a Boardmember who continues to qualify for appointment.

(c) Compensation; Expenses. Boardmembers and alternates may receive reasonable compensation for each meeting of the Board attended if authorized by resolution or bylaw of the Policy Board. The amount of such compensation shall be determined by the Policy Board from time to time but shall not exceed an amount that is usual and customary. Each Boardmember and alternate may be reimbursed for his or her necessary expenses including travel incurred in connection with his or her services as Boardmember, pursuant to resolution or bylaw of the Board.

4. Meetings of the Board.

(a) Regular Meetings. Regular meetings of the Board shall be held at such times and places as shall be established by bylaw or resolution of the Board or by the Chairperson's discretion. If any day so fixed shall fall upon a legal holiday, the regular meeting shall occur on the next succeeding business day at the same hour. The place of meeting may rotate among the Cities. No notice of any regular meeting of the Board need be given to the Boardmembers, provided that electronic or mailed notice of the time and place set by the Chairperson establishing the regular meeting date has been given.

(b) Special Meetings. Special meetings of the Board may be called in accordance with the provisions of § 54956 of the California Government Code.

(c) Call, Notice and Conduct of Meetings. All meetings of the Board, including without limitation, regular, adjourned regular and special meetings, shall be called, noticed, held and conducted in accordance with the provisions of § 54950 et seq. of the California Government Code.

(d) Teleconference, Videoconference, and Electronic Meetings. Boardmembers may attend meetings by teleconference, videoconference, or other electronic means in accordance with the provisions of § 54950 et seq. of the California Government Code.

5. Minutes. The Secretary shall cause to be kept minutes of the meetings of the Board, and shall, as soon as possible after each meeting, cause a copy of the minutes to be forwarded to each Boardmember, to each of the Cities, and to the SELACO WDB.

6. Voting. Each Boardmember and each alternate shall have one vote to be exercised only while in attendance at a meeting, except the Chairperson shall not vote unless to break a tie. No alternate may vote if his or her Boardmember is in attendance at the time the vote is to cast. In no event shall any City have more than one vote. Proxy voting is not permitted.

7. Quorum; Required Votes; Approvals. A majority of an odd-numbered Board and 50% of an even-number Board shall constitute a quorum for the transaction of business.

8. Bylaws. The Board may adopt bylaws, rules and regulations for the conduct of its meetings or as are necessary for the purposes hereof.

9. Fiscal Year. The fiscal year of the Policy Board shall be from July 1 of one year to June 30 of the following year, or any other twelve-month period hereafter designated by bylaw or resolution of the Policy Board.

ARTICLE III

OFFICERS AND EMPLOYEES

1. Chairperson. The Policy Board shall have a Chairperson who shall be a Boardmember and who shall be elected as Chairperson by the Board and who shall perform the duties normal to said office. The Chairperson may sign contracts on behalf of the Policy Board, and shall perform such other duties as may be imposed by the Board.

2. Vice Chairperson. The Policy Board shall have a Vice Chairperson who shall be a Boardmember and who shall be selected as Vice Chairperson by the Board. In the absence of the Chairperson, the Vice Chairperson shall perform the duties of the Chairperson.

3. Secretary. The Policy Board shall designate a Board Secretary who may be a Boardmember. The Secretary shall see to the preparation of Board minutes and

agendas by such staff as are selected for that purpose by the Board. The Secretary shall have charge of, handle, and have access to, all records of the Policy Board.

4. Treasurer and Auditor. The Policy Board has no assets and does not acquire or disburse any funding directly, as it contracts for administration by a separate administrative entity. Accordingly, no chief financial officer is required. Should the Policy Board acquire assets or directly hold and disburse funding, it shall then appoint a chief financial officer who shall function as the Treasurer/Auditor, pursuant to Government Code Sections 6505.5 and 6505.6.

5. Policy Board Administrator. The Board may appoint a Policy Board Administrator by a majority vote of the whole Board and may delegate authority to the Policy Board Administrator to execute contracts approved by the Board and to perform any duties necessary and appropriate for the day-to-day management and operation of the Policy Board.

6. General Counsel. The Board may appoint a General Counsel of the Policy Board who shall provide legal advice and perform such other duties as may be prescribed by the Board.

7. Other Employees. The Board shall have the power to appoint and employ such other employees, consultants and independent contractors as may be necessary to accomplish the purposes of this Agreement.

8. Assistant Officers. The Board may appoint such assistants to act in the place of the Secretary or other officers of the Policy Board (other than any Boardmember) as the Board shall from time to time deem appropriate.

9. Removal and Reappointment. Unless otherwise expressly stated herein, all officers of the Policy Board shall serve at the pleasure of the Board. However, nothing in this paragraph shall authorize the Board to appoint or dismiss a Board member.

10. Designation of Agreement Administrator. Pursuant to California Government Code § 6506, the SELACO WDB is hereby designated as the entity to administer this Agreement, under the direction of the Policy Board, unless and until such time as the Policy Board appoints another entity to do so.

ARTICLE IV

POWERS

1. General Powers. The Policy Board shall exercise, in the manner provided herein, the powers common to the Cities and necessary or appropriate to the

accomplishment of the purposes of this Agreement, subject to the restrictions set forth in Paragraph 3 of this Article IV.

2. Specific Powers. The Policy Board is hereby authorized, in its own name, to do all acts necessary for the exercise of the foregoing powers, including but not limited to, any or all of the following:

(a) to fulfill the following functions: (i) those established under WIOA, or any successor legislation, for "chief elected officials"; (ii) those established for "local elected officials" by the WIA, as superseded by WIOA or any successor legislation; (iii) those specified in any agreement entered into between the Policy Board and the SELACO WDB; and (iv) such other roles as may be appropriately and lawfully exercised by the Policy Board.

(b) to develop, plan and implement programs for the delivery of employment and training services, business engagement, economic development and human services and to undertake such other programs as the Policy Board may authorize;

(c) to make and enter into contracts;

(d) to employ agents or employees;

(e) to sue and be sued;

(f) to incur debts, liabilities or obligations, provided that no such debt, liability or obligation shall constitute a debt, liability or obligation of any or all of the Cities;

(g) to apply for, accept, receive and disburse grants, loans and other aid;

(h) to invest any money in the treasury pursuant to § 6505.5 of the Joint Exercise of Powers Act, Government Code § 6500 et seq., that is not required for the immediate necessities of the Policy Board, as the Policy Board determines is advisable, in the same manner and upon the same conditions as local agencies, pursuant to § 53601 of the California Government Code;

(i) to carry out and enforce all the provisions of this Agreement; and

(j) to exercise any and all other powers as may be provided in the Joint Exercise of Powers Act, Government Code § 6500 et seq.

3. Restrictions on Exercise of Powers. The powers of the Policy Board shall be exercised in the manner prescribed in the Joint Exercise of Powers Act, Government Code § 6500 et seq., and shall be subject (in accordance with Government Code § 6509) to the restrictions upon the manner of exercising such powers that are imposed upon the City of Artesia, a general law city, in the exercise of similar powers, provided, however, that if the City of Artesia shall cease to be a party, then the Policy Board shall

be restricted in the exercise of its power in the same manner as is the City of Bellflower, a general law city.

4. Obligations of Policy Board. The debts, liabilities and obligations of the Policy Board shall not be the debts, liabilities and obligations of any or all of the Cities.

ARTICLE V

CONTRIBUTIONS; ACCOUNTS AND REPORTS; FUNDS

1. Contributions. Each of the Cities may in the exercise of its own, unfettered discretion:

- (a) make contributions from its treasury for the purposes set forth herein;
- (b) make payments of public funds to defray the cost of such purposes;
- (c) make advances of public funds for such purposes, such advances to be repaid as provided herein; or
- (d) use its personnel, equipment or property in lieu of other contributions or advances.

2. Accounts and Reports. The Treasurer/Auditor shall establish and maintain such funds and accounts as may be required by any applicable laws or regulations and by good accounting practice. The books and records of the Policy Board in the hands of the Treasurer/Auditor shall be open to inspection at all reasonable times by representatives of the Cities. The Treasurer/Auditor, within 120 days after the close of each fiscal year, shall give a complete written report of all financial activities for such fiscal year to the Cities.

3. Annual Budget and Administrative Expenses. In the event the Policy Board expends funds directly, rather than via a separate administrative entity, then the Board shall adopt a budget for administrative expenses prior to the commencement of each fiscal year.

4. Immunities. The provisions of § 6513 of the California Government Code are hereby incorporated into this Agreement.

ARTICLE VI

TERM; DISPOSITION OF ASSETS

1. Term of Agreement. This Agreement shall be effective only upon its execution by the duly authorized representative of each of the eight Cities identified at the outset of this agreement and shall continue in effect for so long as two or more Cities have not effectively terminated their participation herein as provided in § 3 of this Article.

2. Disposition of Assets. Upon the winding up and dissolution of the Policy Board, after paying or adequately providing for the debts and obligations of the Policy Board, the remaining assets of the Policy Board shall be distributed to the parties. If for any reason the parties are unable or unwilling to accept the assets of the Policy Board, said assets will be distributed to the federal government, to the State of California, or to any local government for public purposes.

3. Termination of a City's Participation. Any City may terminate its participation in this Agreement effective June 30th of any year, provided that it has given written notice of its intent to terminate to each of the remaining Cities at least one year in advance of the effective date of termination. Such termination will result in termination of that City's representation on the Policy Board. However, the State of California may not approve withdrawal of the territory of such terminating City from the SELACO LA. In such event, federal funds allocated based on the population of such terminating City will continue to be allocated to and expended by the SELACO LA entity approved by the State for those purposes.

4. Continuation. The inclusion of additional parties to this Agreement or the withdrawal of some, but not all, of the parties shall not be deemed a dissolution of the Policy Board nor a termination of this Agreement. The Policy Board shall continue to exist and this Agreement shall continue in full force and effect so long as there are at least two parties.

ARTICLE VII

AMENDMENTS

1. Additional Parties. After June 30, 2000, local governments may become parties upon the amendment of this Agreement in the manner set forth below. However, if, after such amendment, the addition of the local government to the SELACO WDB is not approved by the State of California, the SELACO WDB may approve a waiver of the requirement of one year notice of intent to terminate set forth in Article VI, paragraph 3, and, as an exception to paragraph 2 immediately below, may approve an amendment of the Agreement to reflect, and only reflect, the termination of such local government as a party to the Agreement.

2. Amendments. This Agreement may be amended by the unanimous, written consent of all the local governments which are then parties.

ARTICLE VIII

GENERAL PROVISIONS

1. Governing Law. This Agreement shall be deemed to have been made, and shall be construed and interpreted, in accordance with the laws of the State of California.

2. Headings. The article and section headings contained in this Agreement are for convenience only and are not intended to define, limit or describe the scope of any provision of this Agreement.

3. Successors. This Agreement shall be binding upon and shall inure to the benefit of the successors of the Cities. None of the Cities may assign any right or obligation hereunder without the written consent of the other Cities.

4. Execution in Counterparts. This Agreement may be executed on behalf of the respective Cities in one or more counterparts, all of which shall collectively constitute one agreement.

5. Effective Date. This Agreement shall take effect upon its execution on behalf of the last to do so of the eight Cities named at the outset of this Agreement.

6. Notices. Any notice required hereunder must be in writing and shall be considered received upon delivery to the City Clerk of the party to be notified, or two (2) business days after deposit in the United States mail, postage prepaid and properly addressed to such City Clerk.

7. Severability. If any section, subsection, sentence, clause, phrase, or portion of this Agreement is for any reason held to be invalid or unenforceable by a court of competent jurisdiction, the remaining sections, subsections, sentences, clauses, phrases, or portions of this Agreement shall nonetheless remain in full force and effect. The City Council of each of the Cities hereby declares that it would have adopted each section, subsection, sentence, clause, phrase, or portion of this Agreement, irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases, or portions of this Agreement be declared invalid or unenforceable.

IN WITNESS WHEREOF, the Cities have caused this Agreement to be executed and to be attested by the appropriate officials duly authorized as of the dates specified below.

ATTEST:

CITY OF ARTESIA

CITY OF ARTESIA

By: 
ALI SAJJAD TAJ, MAYOR

ATTEST:


ERNESTO SANCHEZ, CITY CLERK

APPROVED AS TO FORM:


CHRISTI HOGIN, INTERIM CITY ATTORNEY

CITY OF BELLFLOWER
AGREEMENT FILE NO. 110



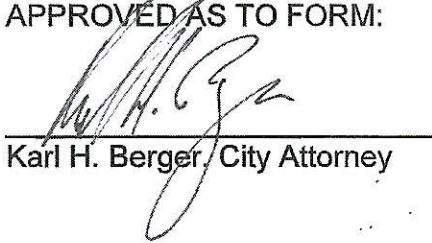
Juan Garza, Mayor

ATTEST:




Mayra Ochiqi, City Clerk

APPROVED AS TO FORM:




Karl H. Berger, City Attorney

CITY OF CERRITOS

By: 

Naresh Solanki, Mayor
Its: .

ATTEST:




Vida Barone, City Clerk

APPROVED AS TO FORM:



Mark Steres, City Attorney

CITY OF DOWNEY

By:  _____

Its: Mayor

ATTEST:


CITY CLERK

APPROVED AS TO FORM:


CITY ATTORNEY

CITY OF HAWAIIAN GARDENS

By: Jesse Alvarado
Its: MAYOR JESSE ALVARADO

ATTEST:

Lucie Colombo 4/16/2020
CITY CLERK
LUCIE COLOMBO, CMC

APPROVED AS TO FORM:

Megan K. Sambalot
CITY ATTORNEY
MEGAN K. SAMBALOT

CITY OF LAKEWOOD

By: 
Its: MAYOR


ATTEST:


CITY CLERK

APPROVED AS TO FORM:


CITY ATTORNEY

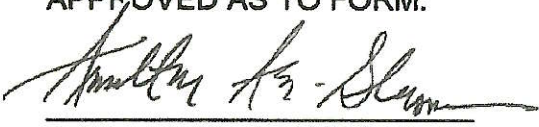
CITY OF NORWALK

By:  _____
Its: Jesus M. Gomez, City Manager

ATTEST:

 _____
CITY CLERK

APPROVED AS TO FORM:

 _____
CITY ATTORNEY

CITY OF PARAMOUNT

By:



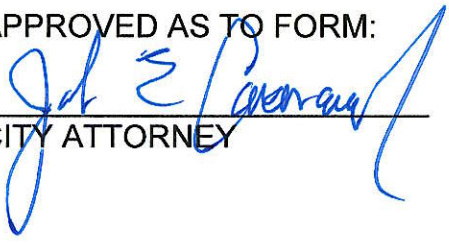
Its: MAYOR

ATTEST:



CITY CLERK

APPROVED AS TO FORM:



CITY ATTORNEY