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9
10 SUPERIOR COURT OF THE STATE OF CALIFORNIA
11 FOR THE COUNTY OF ORANGE
12

13 EILEEN GARCIA, et al.,

14 Plaintiffs,

15 vs.

16 CITY OF LAGUNA BEACH, et al.,

17 Defendants.

18 Case No. 06CC10595

19 [UNLIMITED JURISDICTION]

20 STIPULATED FACTS WITH EXHIBITS

21 Assigned For All Purposes to:

22 Hon. Gregory Munoz, Dept. C56

23 Hearing: November 16, 2007, 8:30a.m.

24 Complaint Filed: October 3, 2006

25 Trial Date: [submitted on briefs]

26
27 **STIPULATED FACTS WITH EXHIBITS**
28

29 Pursuant to the Court's order on October 1, 2007, approving the parties' Joint
30 Application to Submit this Matter on Briefs in Lieu of Bench Trial, the parties, through counsel,
31 hereby submit the following Stipulated Facts, with attached Exhibits. The parties intend that
32 these stipulated facts and exhibits shall constitute the complete set of facts upon which the
33 parties shall base their legal arguments. If the Court requires any further factual information in
34 order to rule in this matter, the parties shall endeavour to provide the Court with further
35 stipulated factual information.

Stipulated Facts:

1
2 1. Plaintiffs Eileen Garcia and George Riviere are taxpayers and residents of the
3 City of Laguna Beach in Orange County, California. Plaintiffs have paid taxes to the City of
4 Laguna Beach in the one-year period prior to the commencement of this action.

5
6 2. Defendant City of Laguna Beach is a municipal corporation situated within
7 Orange County, California.

8
9 3. Defendant Steven Dicterow was the Mayor of the City of Laguna Beach at the
10 time Plaintiffs initiated this action.

11
12 4. Defendant Toni Iseman currently is the Mayor of the City of Laguna Beach and
13 was the Mayor Pro Tem at the time Plaintiff's initiated this action.

14
15 5. Defendants Cheryl Kinsman, Elizabeth Pearson-Schneider, and Jane Egly are
16 members of the City Council of the City of Laguna Beach.

17
18 6. Defendant Kenneth Frank is the City Manager of the City of Laguna Beach, and
19 has held that position since 1980.

20
21 7. Defendant Laura Parisi is the City Treasurer of the City of Laguna Beach.

22
23 8. On or about March 2, 1993, the City amended its Municipal Code to prohibit the
24 solicitation of employment on any street, highway, public area, or non-residential parking area
25 within the City, other than in an area specifically designated by resolution of the City Council for
26 solicitation of employment. Because the original prohibition applied to employers only, the City
27 amended its municipal code again on or about August 17, 1993 to have it apply to persons
28 seeking employment as well.

9. Also on or about March 2, 1993 the City adopted a resolution formally
designating an area on the northwest side of the 1700 block of Laguna Canyon Road as the

1 City's day labor hiring area. This location has been used ever since as a day labor hiring area.

2 This is the only are the City has ever designated for use as a day labor hiring area.

3 10. On March 2, 1993, and at all relevant times since that date, the land on which the
4 City's day labor hiring area is located has been owned by the California Department of
5 Transportation ("CalTrans") and the Orange County Parks Department. The portion of the land
6 owned by CalTrans is an unzoned state highway right-of way. The portion of the land owned by
7 the Orange County Parks Department is public parkland.

9 11. At no time prior to approximately July 2006 did the City request or obtain
10 permission from either CalTrans or the Orange County Parks Department to use the land at issue
11 for a day laborer hiring area or for any other purpose. According to City Manager Ken Frank,
12 "To us it looked like [an] unused strip of dirt, state highway right-of-way, which was public
13 property and available for members of the public to use, to solicit for day labor."
14

15 12. In approximately 2006, Orange County Parks Department staff asked the City to
16 move a fence installed by the City on Orange County property along a hillside at the back of the
17 day laborer hiring area. The City removed the fence.

18 13. On or about June 29, 2006, CalTrans sent the City letter demanding that it remove
19 the day laborer hiring area "as soon as possible" because the hiring area was "an unpermitted
20 encroachment on State property." In July 2006, the City agreed to defend, hold harmless, and
21 indemnify CalTrans for any losses or damages arising out of the City use of the property and
22 entered into a lease with CalTrans for the property. It currently pays CalTrans \$420 per month to
23 lease the property.
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1 14. Pursuant to the terms of the City's lease with CalTrans, the City is required to
2 "comply with all Federal, State, and local laws and ordinances concerning said property and the
3 use thereof."

4 15. The City adopted a resolution establishing the day labor hiring area in 1993 to try
5 to eliminate "nuisances" associated with day laborer solicitation and locate it, in the City
6 Manager's opinion, "in a place that would be least offensive to people in the community." In the
7 City Manager's opinion, the nuisances included trespassing on private property, littering,
8 vandalism, disruption of businesses and residences, and interference with street traffic.
9

10 16. According to the City Manager, since adoption of the Resolution establishing the
11 site of the day labor hiring area, the nuisances associated with the solicitation of employment
12 City-wide have decreased substantially.
13

14 17. Since 1993, the City has expended taxpayer funds and taxpayer-financed
15 resources on the day laborer hiring area, including but not limited to adding a driveway, fencing,
16 landscaping, benches, a waterline, and drinking fountain as well as installing portable toilets and
17 paying for trash pick up.
18

19 18. Beginning in approximately August 1999, the City of Laguna Beach has provided
20 taxpayer funds, usually in the form of annual Community Assistance Grants, to the South County
21 Cross Cultural Council ("South County"), a private non-profit, tax exempt organization which
22 has used the funds to operate and manage the day laborer hiring area, which has since become
23 known as the Laguna Beach Day Worker Center ("the Center").
24

25 19. Since 1999, the City has provided the following amounts to South County:

26	1999	approximately \$8,000
27	2000-01	\$40,000

1	2001-02	\$24,000
2	2002-03	\$20,500
3	2003-04	\$28,000
4	2004-05	\$24,000
5	2005-06	\$20,000
6	2006-07	\$20,000
7	2007-08	\$22,000

9

10 20. In approximately 2000, South County placed a “temporary” office structure on the

11 land on which the Center is located. The purpose of the office structure is to provide office

12 space for the two South County employees who manage the Center. Although the office

13 structure itself has changed, South County has had an office structure in place at the Center since

14 approximately 2000. At no point did South County or the City apply for or obtain any type of

15 permit for the office structure or the Center.

16

17 21. The Center is open Monday through Saturday, from 6:00 a.m. until 12:00 p.m.

18

19 22. In order to use the Center, a day laborer must register to do so by completing a

20 form and providing an address and telephone number and some form of identification. The

21 Center also takes and maintains a photograph of each day laborer. Currently, approximately 140

22 day laborers are registered to use the Center.

23

24 23. Day laborers using the Center receive employment referral services from South

25 County’s on-site staff, who match day laborers’ skills, English proficiency and wage

26 requirements with the needs of the employers seeking to hire them.

27

28

1 24. South County also provides food distribution, medical check ups, health
2 information, education, and at least some English language instruction to day laborers who use
3 the Center.

4 25. Employers are not required to register to use the Center, but they are required to
5 sign in.

6 26. An employers may request a particular day laborer who the employer had hired in
7 the past.

8 27. South County retains records of the names and telephone numbers of day
9 laborers hired by particular employers at the Center in case any problems arise in the future, and
10 the Center ensures that employers pay the day laborers their wages.

11 28. South County asks employers to pay \$5 per visit to use the Center to hire day
12 laborers. Approximately half of the employers choose to pay this sum. Those who do not pay
13 are permitted to use the Center in the same manner as those who do pay. South County charges
14 day laborers \$1 per day to use the Center to obtain employment, although the \$1 fee is refunded
15 if the day laborer does not obtain employment on that day.

16 29. A sign setting forth the amount charged to employers and day laborers is
17 displayed prominently on a fence in front of the Center.

18 30. The City is aware that South County asks for a fee to use the Center.

19 31. South County does not verify that day laborers who use the Center to obtain
20 employment are eligible to work in the United States.

21 32. The City does not require South County to verify that day laborers who use the
22 Center to obtain employment are eligible to work in the United States, nor has the City taken any
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1 steps to determine whether day laborers using the Center are legally present in the United States
2 and legally eligible for employment in the United States.

3 33. The Center is used by approximately 1,000 day laborers per month. The Center
4 currently places approximately one-third (33%) of the 1,000 day laborers in employment each
5 month.

6 34. David Peck, who is and at all relevant times has been the President and Executive
7 Director of South County, is aware that some of the day laborers who utilize the Center to obtain
8 employment may be undocumented aliens.

9 35. The City has never conducted any investigation or taken any steps to determine
10 how many (if any) of the workers utilizing the Center to obtain employment are undocumented
11 aliens.
12

13 36. At deposition, City Manager Ken Frank testified that at the time the Center was
14 established in 1993 the City and the day laborers had an “unspoken arrangement that we would
15 not be calling in the INS . . . they’re cooperating by going to a location that’s less of a problem,
16 and we’re cooperating by not calling INS.”
17

18 37. As early as 1991, some City officials indicated that they did not want federal
19 immigration officials called in to try to address the City’s day laborer issues, and in 1999, the
20 City’s Chief of Police assured day laborers who use the Center that the City would not call in
21 federal immigration officials.
22

23 38. According to a joint study published in January 2006 by the University of
24 California at Los Angeles, the University of Illinois at Chicago, and the New School University,
25 seventy-five percent (75%) of the day laborer work force consists of undocumented workers.
26
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1 The City was provided a copy of this study on or about September 20, 2006, before Plaintiffs
2 filed this lawsuit.

3 39. At a January 10, 2006 meeting of the City Council, Plaintiff Eileen Garcia
4 provided council members with copies of a report by the Center for the Study of Urban Poverty
5 indicating that eighty-five percent (85%) of those persons seeking employment at day laborer
6 sites are undocumented aliens.
7

8 40. A July 12, 2006 article published in the Orange County Register reported that
9 persons using the Center were and/or are undocumented aliens:

10 Eduardo Gonzales, 35, said he has come to Laguna Beach for the past seven years
11 looking for day work. "We are happy because all the people in Laguna Beach
12 need us, and we need them," said Gonzalez, a Laguna Hills resident who said he
came to the United States illegally.

13 Tom Ronses, 42, said he would not be where he is today had the day-labor site not
14 been a place for him to find work. He entered the country illegally, but earned
15 U.S. citizenship and owns a business, he said. "If it weren't for the opportunity I
16 had here, I'd be out on the street, he told the council. I really appreciate what you
guys are doing."

17 Laylan Connelly and Amy Taxin, "Day-Labor site gets one-year reprieve," Orange County
18 Register, July 12, 2006. Tim Ronses is a member of South County's Board of Directors and is
19 the husband of the Center's coordinator, Irma Ronses.
20

21 41. The City also has received citizen complaints that the Center fosters illegal
22 immigration.

23 42. City Manager Ken Frank testified, with respect to the immigration status of day
24 laborers who use the Center, "I've heard people say that some of them were legal and some of
25 them are not legal, and all of them are legal and all of them are illegal. I really don't know."
26

27 43. After the day laborer hiring area was established in 1993, the City prepared and
28 distributed mailers to inform potential employers about the area. The City's Police Department

1 prepared and had program guidelines and handouts posted and distributed at the Center stating,
2 in both English and Spanish:

3 The Laguna Beach Police Department wants to help you find work. We need
4 your assistance and cooperation in helping us to keep this area safe place to be
5 hired by contractors, homeowners and others.

6 Please obey the law. If not, you may be the cause of not having this place as your
7 hiring area.

8 Thank you for helping us, and we hope that you find much work.

9 The City of Laguna Beach wants you and your family and friends to be a part of
10 the community and to enjoy a healthy quality of life . . . You are a very important
11 person in our community. We want to help you find work so that you can stay
12 here or send money to your loved ones back home.

13 44. According to a planning document prepared by South County for the operation of
14 the Center, South County, the Laguna Beach Police Department, and the Housing and Human
15 Service Committee all “believe that implementation will not only make the [day laborer hiring]
16 site safer, but will provide more jobs for workers and have long-term benefits for the City.”

17 45. According to South County, the Center “offers contractors and homeowners a safe
18 and efficient way to find reliable workers for both temporary and long-term jobs. Workers
19 register with the Center and participate in a daily lottery system for jobs. Contractors can request
20 individual workers, or ask for specific skills; otherwise, the next laborer on the list is chosen.”

21 46. In its application for a Community Assistance Grant for Fiscal Year 2007-08,
22 South County described the Center as “help[ing] Laguna Beach residents to find work at the
23 same time it helps contractor/homeowners find skilled and reliable workers.” South County also
24 represented that it “now raise[s] more than half of our expenses at the [Center] through fees from
25 workers and contractors/homeowners who use our services” and certified that “our organization
26 is in compliance with all state, federal, and local laws regarding licensing and employment
27
28

1 practices.” Pursuant to the application, the City awarded South County a \$22,000 Community
2 Assistance Grant for Fiscal Year 2007/08.

3 47. In July 2007, City staff requested that the City Council consider an Interim
4 Urgency Ordinance to zone the property on which the Center is located as “Open Space -
5 Passive” after CalTrans announced its intent to sell the property at a public auction. The
6 proposal was later withdrawn.
7

8 48. The property on which the Center is located lies within the California Coastal
9 Commission zone. Neither the City nor South County has ever applied for a coastal
10 development permit for the Center.
11

12
13 **Exhibits:** In addition to the above stipulated facts, the following documents attached
14 hereto may be relied upon by the parties in their legal briefs:

15 Exhibit A: City Ordinances referenced in Stipulated Fact No. 8

16 Exhibit B: Memorandum generated by the City, dated March 4, 1999

17 Exhibit C: Flyer generated by South County

18 Exhibit D: Letter from Mayor to MALDEF dated February 13, 2001

19 Exhibit E: Lease Agreement between City and Cal Trans, dated July 10, 2006

20 Exhibit F: Data Sheet and diagram generated by Cal Trans

21 Exhibit G: Letter to employers from South County, dated October 1, 2003

22 Exhibit H: Photo of sign posted in front of the Center

23 Exhibit I: Letter from South County and Mayor to employers, dated 8-15-02

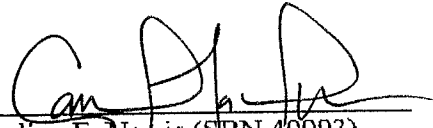
24 Exhibit J: Grant Application of South County for 2007-08

25 Exhibit K: Laguna Beach Coastline Pilot news article, dated 9-27-07
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RESPECTFULLY SUBMITTED,

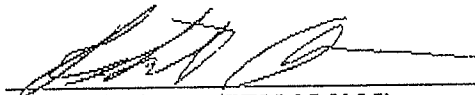
DATED: October 5, 2007

By: 

Sterling E. Norris (SBN 40993)
Candice E. Jackson (SBN 224648)
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JUDICIAL WATCH, INC.
James F. Peterson (*Admitted Pro Hac Vice*)
501 School Street, N.W., Suite 500
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Tel.: (202) 646-5172
Fax: (202) 646-5199
Attorneys for Plaintiffs

DATED: October 5, 2007

By: 

Robert O. Owen (SBN 126105)
Philip D. Kohn (SBN 90158)
RUTAN & TUCKER LLP
611 Anton Blvd., Suite 1400
Costa Mesa, CA 92626-1931
Tel. (714) 641-5100
Fax (714) 546-9035
Attorneys for Defendants

PROOF OF SERVICE BY MAIL

Case Name: *Garcia, et al. v. City of Laguna Beach, et al.*
Location: Orange County Superior Court
Case Number: 06CC10595

I am over the age of 18 years and not a party to this action. My business address is 2540 Huntington Dr., Suite 201, San Marino, CA 91108, which is located in the county where the service described below took place. I am a member of the State Bar of California.

On October 9, 2007, I placed a true and correct copy of the foregoing documents:

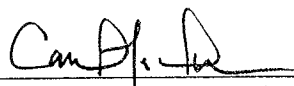
STIPULATED FACTS WITH EXHIBITS

in an envelope, sealed same, placed proper first-class postage thereon, and placed same for collection with the United States Postal Service mail pick-up located at 10 W. Bay St., Alhambra, California 91108. The envelope was addressed to:

Robert O. Owen
Philip D. Kohn
Rutan & Tucker LLP
611 Anton Blvd., Suite 1400
Costa Mesa, CA 92626-1931
Attorneys for Defendants

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on October 9, 2007, at Alhambra, California.



Candice E. Jackson

EXHIBIT A

ORDINANCE NO. 1262

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAGUNA BEACH ADDING CHAPTER 8.10 TO THE LAGUNA BEACH MUNICIPAL CODE, RELATING TO SOLICITATION OF EMPLOYMENT

THE CITY COUNCIL OF THE CITY OF LAGUNA BEACH HEREBY ORDAINS AS FOLLOWS:

Section 1. Chapter 8.10 shall be and is hereby added to the Laguna Beach Municipal Code to read in its entirety as follows:

**Chapter 8.10
SOLICITATION OF EMPLOYMENT**

Sections:

- 8.10.010 Purpose.
- 8.10.020 Definitions.
- 8.10.030 Solicitation of employment on street or highway prohibited.
- 8.10.040 Solicitation of employment on public area prohibited.
- 8.10.050 Solicitation of employment on non-residential parking area prohibited.
- 8.10.060 Penalty.

8.10.010 Purpose. The purpose of this chapter is to regulate the time, place and manner of the solicitation of employment on streets and highways, public areas and non-residential parking areas. These regulations are not intended to restrict the right of free speech or alternative channels of communication, but to ensure the protection of the public health, safety and general welfare.

8.10.020 Definitions. (a) "Employment" shall include any offer or exchange or consideration for labor, industry or other personal services, including part-time or temporary services, for wages or other compensation.

(b) "Non-residential parking area" shall include all private property comprising the parking area adjoining non-residential premises, including but not limited to driveways, setbacks and portions that are landscaped.

(c) "Public area" shall include any property of the City maintained for beach, park, city hall or other civic purposes.

(d) "Solicit" or "hire" shall include any request, offer, announcement, enticement or other action or gesture which induces another person to reasonably believe that his or her services are being sought for hire, whether or not an actual employment relationship is created.

(e) "Street or highway" shall include all of the area dedicated to public use for public street purposes and shall include, but not be limited to, roadways, parkways, medians, alleys, sidewalks, curb and other public ways.

(f) "Vehicle" shall include a vehicle as defined in California Vehicle Code Section 670 as the same now reads or may hereafter be amended.

8.10.030 Solicitation of employment on street or highway prohibited. (a) It shall be unlawful for any person to solicit employment or attempt to hire or hire for employment another person or persons on any street or highway.

(b) This section shall not apply to any portion of any street or highway designated by resolution of the City Council and conspicuously signed and posted where solicitation of employment is to be permitted.

(c) This section shall not be construed so as to prohibit a business establishment or property owner from soliciting or hiring employees at or on his, her or its premises. For the purpose of this section, vehicles and other similar types of mobile locations shall not be considered a business establishment or premises.

8.10.040 Solicitation of employment on public area prohibited. (a) It shall be unlawful for any person to solicit employment or attempt to hire or hire for employment another person or persons on any public area.

(b) This section shall not apply to any portion of any public area designated by resolution of the City Council and conspicuously signed and posted where solicitation of employment is to be permitted.

8.10.050 Solicitation of employment on non-residential parking area prohibited. (a) It shall be unlawful for any person to solicit employment or attempt to hire or hire for employment another person or persons on any non-residential parking area other than to perform the employment on or for the owner or occupants of the adjoining premises.

(b) This section shall not be operative unless the owner, the owner's agent or the person in lawful possession of the non-residential parking area has caused a notice to be posted in a conspicuous place at each entrance to such non-residential parking area not less than eighteen (18) by twenty-four (24) inches in size with lettering not less than one (1) inch in height and not to exceed in total area six (6) square feet. The content of such notice shall be in substantially the following form:

"It is a misdemeanor to engage in the solicitation of employment other than to perform the employment on or for the owner or occupants of the premises. (L.B.M.C. 8.10.060.)"


8.10.060 Penalty. Any person violating the provisions of this chapter shall be guilty of a misdemeanor and upon conviction thereof shall be punishable by a fine of up to \$1,000 or by imprisonment in the county jail for a term up to 6 months, or both such fine and imprisonment. Such person shall be deemed guilty of separate offenses for each and every day a violation of this chapter is committed or continued by such person.

Section 2. If any portion of this Ordinance, or the application of any such provision to any person or circumstance, shall be held invalid, the remainder of this Ordinance to the extent it can be given effect, of the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby, and to this extent the provisions of this Ordinance are severable.

Section 3. All ordinances and sections of the Laguna Beach Municipal Code inconsistent with this Ordinance shall be and the same are hereby repealed to the extent of such inconsistency and no further.


Section 4. The City Clerk of the City of Laguna Beach shall certify to the passage and adoption of this Ordinance and shall cause the same to be published in the manner required by law in the City of Laguna Beach. This Ordinance shall become effective on the expiration of 30 days from and after the date of its adoption.

ADOPTED this 2nd day of March, 1993.



Mayor

ATTEST:



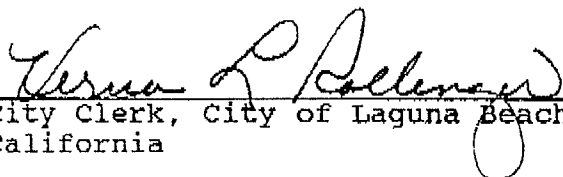
city clerk

I, VERNA L. ROLLINGER, City Clerk of the City of Laguna Beach, certify that the foregoing ordinance was introduced at a regular meeting of the City Council held on February 16, and was finally passed and adopted at a regular meeting of the City Council of said City held on March 2 by the following vote:

AYES: COUNCILMEMBERS: Blackburn, Peterson, Christoph

NOES: COUNCILMEMBERS: Gentry, Lenney

ABSENT: COUNCILMEMBERS: None



City Clerk, City of Laguna Beach,
California

ORDINANCE NO. 1270AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
LAGUNA BEACH AMENDING CHAPTER 8.10 OF THE LAGUNA BEACH
MUNICIPAL CODE, RELATING TO EMPLOYMENT SOLICITATION

THE CITY COUNCIL OF THE CITY OF LAGUNA BEACH HEREBY ORDAINS AS
FOLLOWS:

Section 1. Chapter 8.10 of the Laguna Beach Municipal Code is
hereby amended to read in its entirety as follows:

**Chapter 8.10
EMPLOYMENT SOLICITATION**

Sections:

- 8.10.010 Purpose.
- 8.10.020 Definitions.
- 8.10.030 Solicitation of and solicitation for employment
on street or highway prohibited.
- 8.10.040 Solicitation of and solicitation for employment
on public area prohibited.
- 8.10.050 Solicitation of and solicitation for employment
on non-residential parking area prohibited.
- 8.10.060 Penalty.

8.10.010 Purpose. The purpose of this chapter is to regulate the time, place and manner of the solicitation of and solicitation for employment on streets and highways, public areas and non-residential parking areas. These regulations are not intended to restrict the right of free speech or alternative channels of communication, but to ensure the protection of the public health, safety and general welfare.

8.10.020 Definitions. (a) "Employment" shall include any offer or exchange or consideration for labor, industry or other personal services, including part-time or temporary services, for wages or other compensation.

(b) "Non-residential parking area" shall include all private property comprising the parking area adjoining non-residential premises, including but not limited to driveways, setbacks and portions that are landscaped.

(c) "Public area" shall include any property of the City maintained for beach, park, city hall or other civic purposes.

(d) "Solicit" or "hire" shall include any request, offer, announcement, enticement or other action or gesture which induces another person to reasonably believe that his or her services are being sought or are being made available for hire, whether or not an actual employment relationship is created.

(e) "Street or highway" shall include all of the area dedicated to public use for public street purposes and shall include, but not be limited to, roadways, parkways, medians, alleys, sidewalks, curb and other public ways.

(f) "Vehicle" shall include a vehicle as defined in California Vehicle Code Section 670 as the same now reads or may hereafter be amended.

8.10.030 Solicitation of and solicitation for employment on street or highway prohibited. (a) It shall be unlawful for any person to engage in the solicitation of and solicitation for employment on any street or highway.

(b) This section shall not apply to any portion of any street or highway designated by resolution of the City Council and conspicuously signed and posted where solicitation of and solicitation for employment is to be permitted.

(c) This section shall not be construed so as to prohibit a business establishment or property owner from soliciting or hiring employees at or on his, her or its premises. For the purpose of this section, vehicles and other similar types of mobile locations shall not be considered a business establishment or premises.

8.10.040 Solicitation of and solicitation for employment on public area prohibited. (a) It shall be unlawful for any person to engage in the solicitation of or solicitation for employment on any public area.

(b) This section shall not apply to any portion of any public area designated by resolution of the City Council and conspicuously signed and posted, in both the English and Spanish languages, where solicitation of and solicitation for employment is to be permitted.

8.10.050 Solicitation of and solicitation for employment within non-residential parking areas prohibited. (a) It shall be unlawful for any person to engage in the solicitation of or solicitation for employment on any non-residential parking area other than to perform the employment on or for the owner or occupants of the adjoining premises.

(b) This section shall not be operative unless the owner, the owner's agent or the person in lawful possession of the non-residential parking area has caused a notice to be posted in a conspicuous place at each entrance to such non-residential parking area not less than eighteen (18) by twenty-four (24) inches in size with lettering not less than one (1) inch in height and not to exceed in total area six (6) square feet. The content of such notice shall be in substantially the following form, in both the English and Spanish languages:

"It is a misdemeanor to engage in the solicitation of or solicitation for employment other than to perform the employment on or for the owner or occupants of the premises. (L.B.M.C. 8.10.060.)"

8.10.060 Penalty. Any person violating the provisions of this chapter shall be guilty of a misdemeanor and upon conviction thereof shall be punishable by a fine of up to \$1,000 or by imprisonment in the county jail for a term up to 6 months, or both such fine and imprisonment. Such person shall be deemed guilty of separate offenses for each and every day a violation of this chapter is committed or continued by such person.

Section 2. This Ordinance is intended to be declaratory of existing law with respect to the solicitation of employment by prospective employers. The existing law is hereby being expanded to encompass the activities of those persons seeking to be employed.

Section 3. If any portion of this Ordinance, or the application of any such provision to any person or circumstance, shall be held invalid, the remainder of this Ordinance to the extent it can be given effect, of the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby, and to this extent the provisions of this Ordinance are severable.

Section 4. All ordinances and sections of the Laguna Beach Municipal Code inconsistent with this Ordinance shall be and the same are hereby repealed to the extent of such inconsistency and no further.

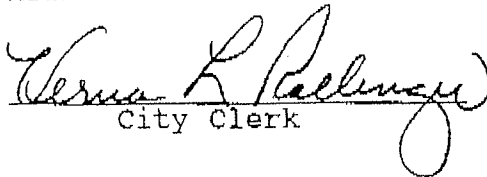
Section 5. The City Clerk of the City of Laguna Beach shall certify to the passage and adoption of this Ordinance and shall cause the same to be published in the manner required by law in the City of Laguna Beach. This Ordinance shall become effective on the expiration of 30 days from and after the date of its adoption.

ADOPTED this 17th day of August, 1993.



Mayor Pro Tem

ATTEST:



City Clerk

I, VERNA L. ROLLINGER, City Clerk of the City of Laguna Beach, certify that the foregoing ordinance was introduced at a regular meeting of the City Council held on July 20, 1993, and was finally passed and adopted at a regular meeting of the City Council of said City held on August 17, 1993 by the following vote:

AYES: COUNCILMEMBERS: Blackburn, Christoph, Peterson

NOES: COUNCILMEMBERS: Gentry

ABSENT: COUNCILMEMBERS: Lenney

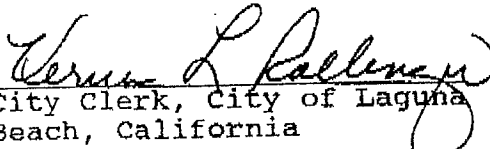

City Clerk, City of Laguna
Beach, California

EXHIBIT B

MEMORANDUM

RF

DATE: March 4, 1999
TO: File.
FROM: Pat Barry, Director of Community Services
SUBJECT: DAY WORKERS

A meeting was requested by some of the day workers to resolve on-going problems at the Laguna Canyon location set aside as a hiring spot.

The meeting was attended by Chief Spreine, Captain Workman, Terry Brandt, Pat Barry, Detective Gutierrez, and four day workers. The workers presented a list of 40 names of those who wanted to establish rules and regulations in the hiring area. They feared that a few individuals were causing problems that might cause the city to close down the area. According to the four spokespersons representing the workers, of the 80-100 workers who show up daily, 20-30 are hired. About 25 to 33% are from Laguna Beach. The rest are from Santa Ana, Garden Grove, etc. They come to Laguna Beach because people here pay higher wages and there is a hiring area. Most of them arrive after 6 a.m. and the majority of the hiring occurs between 7 a.m. and 9 a.m. They requested better signage urging caution for employers pulling into and exiting the hiring area, as well as safety rules for the workers. They also felt that workers should be banned from the hiring area if they violate the safety rules: running across the street, standing outside of the hiring area, or rushing the cars. If the rules were more strictly enforced (i.e., arresting the violaters), they believe the operation would run smoothly. They hoped the city would help with enforcement by supplying staff at the area. They cited Costa Mesa's hiring hall which they liked, except for the random selection of numbers to determine hiring status. They felt the new fence put up by the city was an improvement and requested that the restroom be cleaned more often.

Chief Spreine will call the Costa Mesa hiring hall to find out how it works; Pat Barry will obtain information from Dana Point; Terry Brandt will check on having the restroom cleaned regularly. Chief Spreine reminded the workers to call the police department if they ever have a problem getting paid by an employer. He also assured them that the INS is not called in by the city nor does the city have any control over the INS activities.

The group will try to meet again in a week.

cc City Manager
Chief of Police
Director of Municipal Services
Workers

EXHIBIT C

LAGUNA DAY WORKERS' CENTER

OPEN AUGUST 17

FROM 6-11AM

IF YOU WANT TO HIRE A DAY WORKER TO
HELP WITH CLEANING OUT YOUR
GARAGE, DOING YARD WORK, PAINTING,
HOUSECLEANING, CONSTRUCTION
WORK, RESTAURANT WORK, ETC.,
YOU CAN COME OR CALL THAT DAY

OR RESERVE BY CALLING AHEAD
THE DAY BEFORE

OR LEAVE A MESSAGE AFTER HOURS
YOUR CALLS WILL BE ANSWERED THE NEXT DAY

YOU CAN CHOOSE A SPECIAL SKILL
OR TAKE THE NEXT MAN IN LINE

PHONE (949)-510-WORK
(9765)

(LOCAL CELL PHONE) 9675

FIND US

AT THE HIRING SITE ON LAGUNA
CANYON ROAD

(ACROSS FROM THE LUMBER YARD)

EXHIBIT D



February 13, 2001

Thomas Saenz
National Senior Counsel
Mexican American Legal Defense and
Educational Fund
634 S. Spring Street
Los Angeles, CA 90014

Dear Mr. Saenz:

I am responding to your January 2 letter regarding the portion of the Laguna Beach Municipal Code which generally prohibits persons from soliciting employment while standing on streets or sidewalks in the City. I appreciate your concerns with ensuring that prospective day laborers have an opportunity to offer their services to the community.

In fact, the City's Municipal Code authorizes the City Council to designate areas in which individuals can solicit employment. Eight years ago, the Council designated a prominent area on Laguna Canyon Road, and it has operated without incident since then.

Moreover, the City has worked closely with the Crosscultural Council, which is a nonprofit organization in our community, to provide an area which is safe for the day workers and also for people who wish to hire temporary employees. The City provides restroom facilities, tables, benches, shade and other amenities for the benefit of the workers. The City also provides approximately \$40,000 per year funding to the Crosscultural Council to allow that organization to hire staff to coordinate the day worker hiring area.

We believe that the City's process has provided a benefit to everyone. The number of workers being hired is rising each month. I would like to invite you to visit Laguna Beach and meet with our staff and members of the Crosscultural Council to discuss the City's ordinance and to observe our day laborer hiring area. I have asked our City Manager, Mr. Kenneth Frank, to call you to arrange a mutually agreeable time for you to visit and observe the benefits of the approach we have taken to work with the day laborers in a mutually cooperative manner.

In the meantime, if you have any additional questions or need further information, please contact Mr. Frank at (949) 497-0704.

Sincerely,

A handwritten signature in black ink, appearing to read "Paul P. Freeman".

Paul P. Freeman
Mayor

cc: City Council ✓
City Attorney

Crosscultural Council

LAGUNA BEACH, CA 92651

LAGUNA BEACH, CA 92651

TEL (949) 497-3311

FAX (949) 497-0771

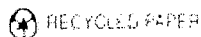


EXHIBIT E

FINAL

LEASE AGREEMENT

Page 1 of 8

LEASE AGREEMENT

Tenancy Number 12-000036-01-01

THIS LEASE is made and entered into this 10th day of July, 2006, at Laguna Beach, California, by and between the State of California, Department of Transportation, hereinafter known as Department, and the City of Laguna Beach, hereinafter known as Lessee, whose address is 505 Forest Avenue, Laguna Beach, California.

WITNESSETH

- 1) **DESCRIPTION:** The Department, in consideration of the payment of the rent, to be determined at a later date, hereinafter specified to be paid by the Lessee(s), and the covenants and agreements herein contained, does hereby lease, demise, and let unto Lessee(s) that certain property in the County of Orange, State of California, commonly described as: and legally described as:

That vacant lot on the west side of SR133 (Laguna Canyon Road) containing approximately 24,000 square feet, as outlined in red on the attached aerial photo and made a part here of.

- 2) **TERM:** This lease shall be for a term of one (1) year, commencing on the 10th day of July, 2006, and ending on the 30th day of June, 2007, with the right of cancellation and termination in both Department and Lessee(s) as hereinafter set forth.
- 3) **RENT:** The rent shall be paid by the Lessee(s) monthly, in advance, on the first (1st) day of each month during said term, in lawful money of the United States as follows:
Lessee understands and agrees that rent shall be charged at Fair Market Rent, as determined by a rent determination appraisal. Lessee also agrees that at the time that the rent determination is completed, the Department will amend this lease agreement to reflect said amount.

Rent payable or refundable hereunder for any period of time less than one month shall be determined by prorating the monthly rental herein specified based on a thirty-day (30-day) month.

- 4) **RECEIPT OF MONIES PAID:** Department acknowledges postponement of receipt of monies to be paid by Lessee(s) in an amount to be determined for the following purposes:

Rent	\$	Fair Market Value (FMV), to be determined
Security	\$	One and one-half times FMV, to be determined

- 5) **SECURITY DEPOSIT:** Lessee(s) shall deposit with Department an amount to be determined as a guarantee for faithful performance of the conditions of this Lease. Department may use such amounts as are reasonably necessary to remedy Lessee(s) default in the payment of rent; to repair damages caused by Lessee(s), or by a guest or a licensee of the Lessee(s), to clean the premises, if necessary, upon termination of tenancy; and to replace or return personal property or appurtenances exclusive of ordinary wear and tear. If used toward rent or damages during the term of tenancy, Lessee(s) agrees to reinstate said total security deposit upon five (5) days' written notice delivered to Lessee(s) in person or by mail. Department shall furnish the Lessee(s) with an itemized written statement of the basis for, and the amount of, any security received and the disposition of the security and shall return any remaining portion of the security to Lessee(s) in accordance with California Civil Code Section 1950.5.

- 6) **PAYMENTS:** All rental payments shall be made payable to the Department of Transportation. Lessee(s) shall make payment to Department's mailing address or street location as indicated below:

Department of Transportation
 Attention: Cashier
 P.O. Box 168019
 Sacramento, CA 95816-3819
 Telephone Number 800-272-9829 ex1530

Department of Transportation
 Attention: Cashier
 1820 Alhambra Boulevard, 2nd Floor
 Sacramento, CA 95816

Lessee(s) shall include the complete Tenancy Number, 12-000036-01-01, on the check or other form of payment.

- 7) **LATE PAYMENT CHARGE:** Lessee(s) hereby acknowledges that late payment by Lessee(s) to Department of rent and other sums due hereunder will cause Department to incur costs not contemplated by this lease, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges. Accordingly, if any installment of rent or any other sum due from Lessee(s) shall not be received by Department within ten (10) days after such amount shall be due, Lessee(s) shall pay to Department a late charge of \$ 0.00. In no event shall the late charge exceed the maximum allowable by law. The parties hereby agree that such late charge represents a fair and reasonable estimate of the costs Department will incur by reason of Lessee's late payment. Acceptance of such late charge by Department shall in no event constitute a waiver of Lessee's default with respect to such overdue amount, nor prevent Department from exercising any of the other rights and remedies granted hereunder.

- 8) **DISHONORED CHECK CHARGE:** Lessee(s) hereby agrees:

- a) That Lessee(s) shall pay to Department a fee of \$25.00 for the first dishonored check and \$35.00 for a second dishonored check.
- b) That if Lessee(s) has two (2) dishonored checks within any twelve (12) month period, the Department will no longer accept personal checks for payments due under this Lease.

- 9) **UTILITIES:** Lessee(s) shall pay when due all utility and other charges accruing or payable, including utility deposits, in connection with Lessee(s) use of the property during the term of this lease. Lessee(s) shall contact utility providers to request that utility service be established in Lessee's name by August 1, 2006. In the event Lessee(s) fails to establish service in Lessee(s) name by above-mentioned date, this Lease will be terminated.

If the Department is paying any or all-utility charges, and passing those costs on the Lessee(s), the Department will review the utility charges at least annually, or more often if needed, and with a sixty-day (60-day) notice adjust the amount being charged to Lessee for utilities accordingly.

- 10) **NOTICES:** All Notices herein provided to be given, or which may be given, by either party to the other, shall be deemed to have been fully given when served personally, or when made in writing and mailed addressed as follows: To Lessee(s) at the above-stated and to Department at:

Department of Transportation
 3337 Michelson Drive #380
 Irvine, CA 92612

ATTN: Right of Way Property Services, Robert Thorbourne

(949) 724-2444

The address to which the notices shall be mailed to either party shall be changed by written notice by either party to the other, but nothing herein shall preclude the giving of notice by personal service. Department shall also be able to serve notices by posting and subsequent mailing to Lessee(s).

- 11) USE: Lessee(s) shall use the property for the following purposes only:
- Lessee will operate and maintain the premises as a community day labor center.
 - Lessee(s) shall not commit, suffer, or permit any waste on said property.
 - Lessee(s) shall comply with all Federal, State, and local laws and ordinances concerning said property and the use thereof.
- 12) ASSIGNMENT AND SUBLETTING: Lessee(s) shall not assign or sublet this lease without Department's written consent.
- Any request by Lessee(s) to assign this lease shall be subject to the following:
- An assignment will only be allowed to a person or entity of equal or greater financial responsibility than Lessee(s).
 - The proposed use must be the same or similar to that employed by Lessee(s).
 - A written application from the proposed assignee is required. Lessee(s) will pay all charges incurred for verifying information in the application process.
 - Department has the right to raise the rent to current market value upon Lessee's exercise of a right to assign.
 - Assignment does not relieve the Lessee(s) of any duties or obligations under the lease.
 - Any assignment is not deemed consent to any subsequent assignment.
- 13) MAINTENANCE: Lessee(s) shall keep property in a neat, clean, and orderly condition at all times during occupancy, including watering of shrubs and lawns (if applicable), and shall not permit rubbish, garbage, etc., to accumulate at any time.
- 14) CONDITIONS AND REPAIRS: Lessee(s) shall not call on Department to make any improvements or repairs on the property, but Lessee(s) hereby specifically covenants and agrees to keep the property including furnishings and equipment, if applicable, in good order and condition at Lessee's cost and expense. Lessee(s) further agrees to provide an adequate number of garbage and trash receptacles in clean condition and good repair.
- 15) ALTERATIONS: Lessee(s) shall not make or suffer any alteration to be made in or on the property without Department's written consent.
- 16) TERMINATION: This Lease shall be subject to cancellation or termination by either party at any time during the term hereof by giving the other party notice in writing at least 30 days next prior to the date when such termination shall become effective. The Department will refund to Lessee(s) any unused rent upon termination by either party prior to the lease expiration date in Clause 2.
- 17) VACATING THE PROPERTY: At the expiration of the term, or any sooner termination of this lease, Lessee(s) agrees to quit and surrender possession of the property vacant to Department in as good order and condition as the property was delivered to the Lessee(s). Lessee(s) shall not leave or allow to remain on the property any garbage, refuse, debris, or personal property. Lessee(s) will pay Department any removal costs incurred by Department. On the date the property is vacated, Lessee(s) agrees to deliver the property keys, if any to the Department in person or at: 3337 Michelson Drive, #380, Irvine CA
- 18) RELOCATION PAYMENT: Lessee(s) acknowledges the following: Lessee(s) commenced occupancy of the premises after Department acquired title to it, Department acquired the premises for a public project, Lessee(s) may be required to vacate the premises to allow construction of the public project, and Lessee(s) is not entitled to receive any payments under either the State or the Federal Uniform Relocation Assistance Act (Government Code, Section 7260, et seq.) or 42 United States Code, Section 4601, et seq.)
- 19) POSSESSORY INTEREST: Tax bills inadvertently received by Lessee(s) should be forwarded to Department for processing.

- 20) **RIGHT OF ENTRY:** Lessee(s) shall permit Department or its authorized agent to enter into and upon the property during normal business hours, subject to a twenty-four hour (24-hour) notice, for the following purposes: routine inspection, maintaining the property, installing protective or conservation devices and for showing the property to prospective purchasers and/or tenants. Department reserves its right, without notice, to enter property in case of emergency or to prevent imminent harm to persons or property.
- 21) **INSURANCE:** Department is self insured and will not keep the property insured against fire or any other insurable risk, and Lessee(s) will make no claim of any nature against Department by reason of any damage to Lessee's property in the event it is damaged or destroyed by fire or by any other cause.
- 22) **LIABILITY AND PROPERTY DAMAGE INSURANCE:** Lessee is self-insured as authorized under government code section 990.4 and will use its self insurance to handle any claims that may arise under indemnity agreement.
- 23) **INDEMNIFICATION:** Lessee(s) shall indemnify, defend, and hold the Department, its officers, agents and employees harmless from and against any loss, cost, or expense, including, but not limited to, attorney fees and court costs, resulting from any claim by any third party arising out of or connected to the actions of Lessee(s), notwithstanding Department's, its officers', agents' and employees' active or passive negligence, and/or regarding all acts and omission, including but not limited, to the willful misconduct or negligence of the Lessee(s).

Further, it is the parties' intent that the indemnity provisions stated herein, apply to losses resulting from Lessee's negligence or any cause other than the willful misconduct or sole negligence of Department, its officers, agents or employees.

- 24) **HAZARDOUS MATERIALS:** Hazardous materials are those substances listed in California Code of Regulations, Title 22, Section 66261.126, Appendix X, or those which meet the toxicity, reactivity, corrosives or flammability criteria of Title 22 of the above Code, as well as any other substance which poses a hazard to health or environment.

Except as otherwise permitted in this lease, Lessee(s) shall not use, create, store or allow any such substances on the premises. Fuel stored in a motor vehicle for the exclusive use in such vehicle is excepted.

In no case shall Lessee(s) cause or allow the deposit or disposal of any such substance on the leased property. However, household products necessary for routine cleaning and maintenance of the property may be kept on the leased premises in quantities reasonable for current needs.

Department, or its agents or contractors shall at all times have the right to go upon and inspect the leased premises and the operations conducted thereon to assure compliance with the requirements herein stated. This inspection may include taking samples of substances and materials present for testing, and/or testing soils or underground tanks on the premises.

Breach of any of these covenants, terms, and conditions shall give Department authority to immediately terminate this lease. It is the intent of the parties hereto that Lessee(s) shall be responsible for and bear the entire cost of removal and disposal of hazardous materials or waste introduced to the premises during Lessee's period of use and possession as owner, operator or Lessee(s) of the property. Lessee(s) shall also be responsible for any cleanup and decontamination on or off the leased premises necessitated by such materials or waste.

Lessee(s) shall further hold the State, and any officer or employee, harmless from all responsibility, liability and claim for damages resulting from the presence or use of hazardous materials on the premises during Lessee's period of use and possession.


-
- 25) **WAIVER:** If any part of this Lease is invalid by reason of law or governmental regulation, or if any provisions hereof are waived by Department, the remaining portions of this Lease shall remain in full force and effect. Department's receipt of rent with the knowledge of any breach of a provision of this Lease shall not constitute a waiver of such breach.
- 26) **AMENDMENTS:** The terms of the lease may be, in writing, amended, revised, altered, or changed, by mutual consent of the parties hereto upon thirty (30) days' written notice. Any amendment, revision, alteration, or change shall operate with the same force and effect as the original agreement.
- 27) **PREVIOUS AGREEMENTS:** Any existing Lease or Rental Agreement between Lessee(s) and Department (or its predecessor in interest) covering this property are terminated as of the effective date of this Lease.
- 28) **LITIGATION COSTS:** In the event that a suit is necessary to enforce any of the provisions herein contained, or to recover possession of the premises, the prevailing party shall be entitled to reasonable attorney's fees in addition to costs and necessary disbursements.
- 29) **HOLD OVER:** Should Lessee(s) hold over after the expiration of the term of this lease with Department's consent, express or implied, the tenancy shall be deemed to be a tenancy only from month to month, subject otherwise to all the terms and conditions of this lease so far as applicable.
- 30) **NONDISCRIMINATION:** The Lessee(s), for themselves, their heirs, personal representatives, successors in interest, and assigns as a part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land, that Lessee(s) shall maintain and operate any facilities on the land or services offered thereon in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in federally assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.
- Lessee(s) also agrees that in the event of breach of any of the above nondiscrimination covenants, the State of California shall have the right to terminate the lease and to reenter and repossess said land and the facilities thereon and hold the same as if said lease had never been made or issued.
- 31) **ENCUMBRANCES:** Lessee(s) shall not encumber the rented premises in any manner whatsoever.
- 32) **ASSIGNMENT FOR BENEFIT OF CREDITORS, INSOLVENCY, OR BANKRUPTCY:** Appointment of a receiver to take possession of Lessee's assets, Lessee's general assignment for benefit of creditors, or Lessee's insolvency or taking or suffering action under the Bankruptcy Act is a breach of this lease and this lease shall terminate.

- 33) **POSTING OF PROPERTY:** Department or its agents shall at all times have the right to serve or to post thereon any notice required or permitted by law for protection of any right or interest of the Department.
- 34) **HEADINGS:** The marginal or clause headings of this lease are not a part of this lease and shall have no effect upon the construction or interpretation of any part hereof.

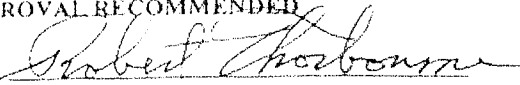
BREACH OF ANY OF THE ABOVE COVENANTS, TERMS, AND CONDITIONS SHALL GIVE EITHER PARTY AUTHORITY TO IMMEDIATELY TERMINATE THIS LEASE.

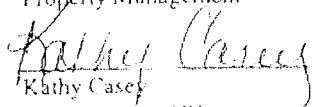
STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

City of Laguna Beach, a Municipal Corporation


Kenneth Frank
City Manager

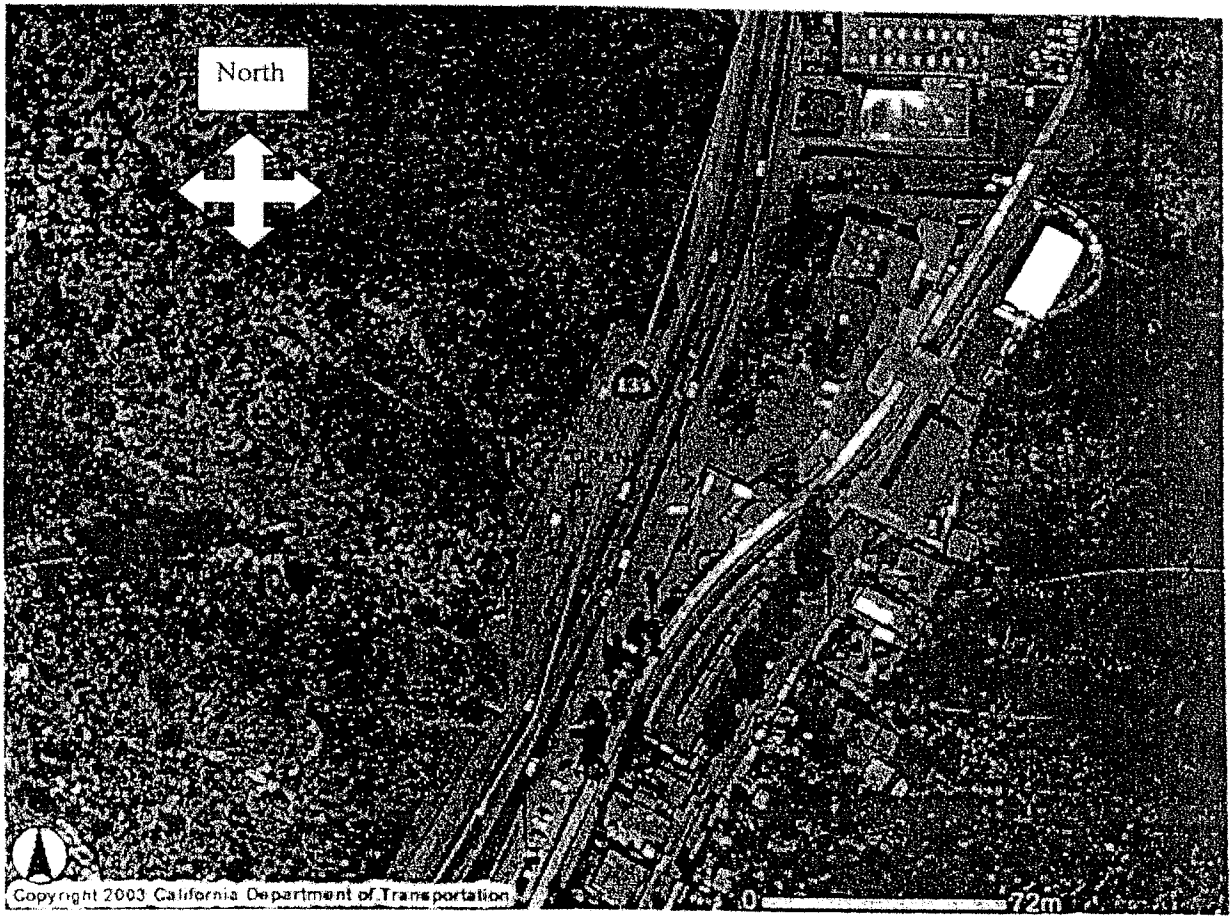
APPROVAL RECOMMENDED

By 
Robert Thorbourne
Property Management


Kathy Casey
Senior Right of Way Agent

APPROVED


Linda L. Wilford
Regional Property Services Manager
Southern Right of Way Region



Approximate Limits
of "Day Labor" Site

No Scale

Area = Length * Width
= 400 feet * 60 feet
= 24,000 square feet
= 0.55 Acres

These calculations are APPROXIMATE.

No Text on this Page

EXHIBIT F



COUNTY OF ORANGE



BLOCK 185
IRVINE'S SUBDIVISION
1/88

STATE R/W
R/W MAP NO. F1446

STATE R/W
R/W MAP NO. F1446

DD 000036-01-01

LAGUNA COAST
WILDERNESS PARK

R.S.B. 170/22

CITY OF LAGUNA BEACH

639.77'

300.28'

188.53'

155.28'

40.00'

LAGUNA CANYON ROAD (ROUTE 133)

P.M.B. 66/44

STATE R/W
R/W MAP NO. F1446

STATE R/W
R/W MAP NO. F1446



DO NOT RECORD - CTC EXHIBIT ONLY

STATE OF CALIFORNIA--DEPARTMENT OF TRANSPORTATION--DISTRICT 12

PARCEL DD 000036-01-01
DIRECTOR'S DEED

"C.T.C." - EXHIBIT ONLY

PAGE 2 OF 2

SCALE: NO SCALE
DRAWN: T.A.
CHECKED: R.L.
DATE: JAN/2007

DISTRICT: 12
COUNTY: ORA
RTE: 133
P.M.: 13

EXHIBIT G

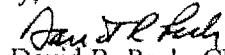
October 1, 2003

Beginning October 1, a \$5 service fee will be charged to contractors and homeowners who hire labourers from the Laguna Day Worker Center. For the past two years, a \$5 donation has been requested from employers, and \$1 from workers; too often employers have claimed they are unable to make the contribution. From October 1, the fee will be mandatory.

All other rules by which the Center is run will continue to hold. The \$5 will be a flat fee for each visit, regardless of the number of workers an employer picks up. And contractors who return to the Center to hire the same worker on days following the initial hire will not be charged again.

We thank you for helping us to make the new service fee work. Together we hope to make the Laguna Day Worker Center self-supprting.

Sincerely,


David R. Peck, Chair
The Crosscultural Council

October 1, 2003

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Sincerely,

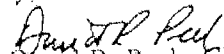
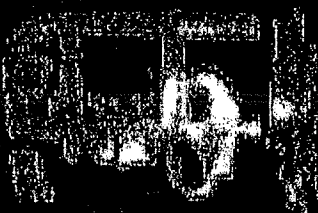

David R. Peck, Chair
The Crosscultural Council

EXHIBIT H

MINUTEMEN
ARE
THE BEST



CENTROACTOR'S
HOME OPERATIONS
FOR
'S FEE

EXHIBIT I

THE CROSSCULTURAL COUNCIL

Executive Board

David Peck
President

Laura Hillstrom
Secretary

Sue Sinclair
Treasurer

Staff

Naty Argueta
Sally Rapuano
Irma Ronses

Board of Directors

Terry Anne Barman
Barbara Crowley
Donna C. Davis
Maria Dominguez
Barbara Garcia
Hank Garcia
Pat Jamieson
Dorothy Krill
Joanna McFarland
Vera Martinez
Sonia Meyerhof
Robert Meyerhof
Evelyn Munro
Nanci Phillips-Frank
Carol Redford
Norman Reid
Tim Ronses
Carl Schwarz
Sheryl Seltzer
Judy Sinisgalli

In Memoriam

Elinor Freeman
Alice Graves

August 15, 2002

Dear Contractor:

The Laguna Day Worker Center has been operating for three years this month, and in that time the staff at the Center—Irma Ronses and Nati Argueta—have made it the most effective and efficient way for workers and contractors/homeowners to get together for mutual benefit.

The Center costs roughly \$4000 a month to operate, and the City has generously been funding its operation since the beginning. But both the City Council and The Crosscultural Council—which oversees the operation of the Center—would like it to become more self-supporting. Every worker pays \$1 per day (refunded if they do not find work), and we ask that contractors and homeowners contribute \$5 for each visit to pick up new workers. If all the people who use the Center paid their fair share, we could fund at least half of its operation. Contractors have in the past been reluctant to help, however, and the Crosscultural Council often finds itself scrambling to come up with money at the end of each fiscal year to run the Center.

We'd like you to think about the importance of the Day Worker Center to your own work, and to **ask everyone you know who uses it--including your own workers and sub-contractors--to pay the \$5 fair-use fee.** If we all make that effort, then we can guarantee the continued use and value of the Center for the future.

Sincerely,


David R. Peck, President

I fully endorse the efforts of The Crosscultural Council to raise more funds and to make the Laguna Day Worker Center financially self-supporting. The Center is one of the best things about Laguna Beach, but we all must work to make sure it continues to operate in the future.

Sincerely,

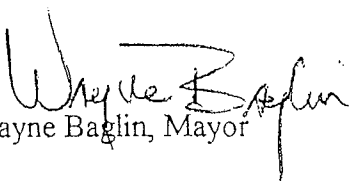

Wayne Baglin, Mayor

EXHIBIT J

CITY OF LAGUNA BEACH

COMMUNITY ASSISTANCE GRANT APPLICATION
FISCAL YEAR 2007/08

NAME OF ORGANIZATION: SOUTH COUNTY CROSS-CULTURAL COUNCIL

Contact Person: DAVID PECK Title: CHAIRMAN

Mailing Address: P.O. BOX 520 LAGUNA BEACH 92652

Phone: (949) 497-3936 No. Paid Staff: Part-Time 6 Full Time No. Volunteers 25

Please describe the level of services your organization provides, (e.g., unduplicated number of clients per day, per month, per year, or total number of members):

LA PLAYA CENTER: 75 ADULTS, 50 CHILDREN PER WEEK
LAGUNA DAY WORKER CENTER: 350-500 WORKERS

How many clients/members are Laguna Beach residents? 50-60%

AMOUNT OF FUNDING REQUESTED FY '07/08 \$ 24,000

City Funds Requested FY '06/07: \$ 28,000 Amount Received: \$ 22,000

FINANCIAL SUMMARY (based on your organization's last fiscal year)

INCOME:		EXPENSES:	
Fund-raising (Net)	\$ <u>3938</u>	Salaries: Administrative	\$ <u>62,946</u>
Gifts/Donations	\$ <u>34,474</u>	Direct Services	\$ <u> </u>
Foundation grants	\$ <u>13,600</u>	Operating expenses	\$ <u>10,948</u>
Government funds	\$ <u>22,000</u>	Other expenses	\$ <u> </u>
Dues/fees/client payments	\$ <u> </u>		
Endowments	\$ <u> </u>		
Rental income	\$ <u> </u>		
Other sources	\$ <u> </u>		
TOTAL	\$ <u>74,012</u>	TOTAL	\$ <u>73,894</u>

PTF'S EXHIBIT NO. 3
FOR IDENTIFICATION
ELIZABETH EGGLI CSR #3241
DATE: AUG 28, 2007
WITNESS: Peck

Please attach a list of in-kind contributions received by the organization (e.g. free rent, utilities, volunteer hours, etc.) In addition, attach the organization's most recent audit, if available, or financial statement, including profit and loss statement and balance sheet and attach a list of the Board of Directors, including city of residence and occupation.

- 1) Specifically indicate how the Community Assistance Funds allocated will be used by your organization. Provide a budget, if it is a specific project.

Allocation breakdown:	La Playa Center	2,000
	Laguna Day Worker Center:	<u>22,000</u>
	Total:	\$24,000

The Community Assistance Grant will be used to support the two major programs the Crosscultural Council runs, La Playa Center (housed at the Boys & Girls Club) and the Laguna Day Worker Center. At La Playa, we will use the grant to purchase ESL textbooks, workbooks, and dictionaries for our three levels of ESL instruction. At the Laguna Day Worker Center, we will use the funds to pay part of the salaries of the two staff members who supervise the site. We now raise more than half of our expenses at the LDWC through fees from workers and contractors/homeowners who use our services.

- 2) Briefly describe the goals and objectives of your organization and the major community services it provides, specifically detailing how your organization benefits Laguna Beach and its residents.

The Crosscultural Council was formed 20 years ago to promote better relations between English- and Spanish-speaking residents of Laguna Beach, and that continues to be our goal. La Playa Center offers free ESL classes with childcare 4 mornings a week during the school year. In addition, we sponsor field trips to various Laguna Beach facilities, hold a weekly government surplus food distribution, and offer computer classes. The Laguna Day Worker Center is open 6-12 a.m. six days a week, where two staff members organize workers to create a safer and more efficient hiring site. The LDWC helps Laguna Beach residents to find work at the same time it helps contractors/homeowners find skilled and reliable workers. In addition, the Cross-Cultural Council sponsors the Thanksgiving Potluck in Bluebird Park.

- 3) Briefly explain your organization's major goals for the next three years and how achieving these goals will benefit Laguna Beach residents.

The Crosscultural Council believes that Laguna Beach is a better city for all its residents to live and work in when we help to integrate the newest members into the community, and we will continue to try to improve relations among residents of the city. We hope to make the Laguna Day Worker Center more self-supporting every year, and we now also provide ESL classes for workers who have not yet gone to work for the day, in the "Roadside English" program. At La Playa Center we continue to improve the amount and quality of ESL instruction and to provide other programs which will help integrate our students and their families more fully into the community. We will continue to work with Orange County Human Relations, the Laguna Beach Unified School District, and other organizations to insure that new residents get the help that they need in all aspects of their lives. In that way we believe we can implement the mission of the Crosscultural Council: helping neighbors bridge their cultural differences in order to benefit the entire community.

South County Cross-Cultural Council

In-kind contributions

A. La Playa Center

3000 volunteer hours per year (ESL teachers, childcare workers)
free class, office, and childcare room rent/utilities (from Boys & Girls Club)
donated food program (from Community Action Partnership, Garden Grove)
clothing donations

B. Laguna Day Worker Center

leased space for site
250 hours of volunteer time per year (teaching in "Roadside English" ESL program)
donated food programs (from Von's, Zinc, etc.)

Board of Directors

Terry Anne Barman	Director, The Club Preschool	Laguna Beach
Maria Dominguez	nurse	Laguna Beach
Pat Jamieson	community volunteer	Laguna Beach
Dorothy Krill	owner, Krill travel	Laguna Beach
Joanna McFarland	community volunteer	Laguna Beach
Sonia Meyerhof	community volunteer	Laguna Beach
Robert Meyerhof	community volunteer	Laguna Beach
Evelyn Munro	community volunteer	Laguna Beach
David Peck	community volunteer	Laguna Beach
Nanci Phillips-Frank	yoga instructor	Laguna Beach
Sally Rapuano	Director, La Playa Center	Laguna Beach
Tim Ronses	local contractor	Laguna Beach
Carl Schwarz	college instructor	Laguna Beach
Sheryl Seltzer	artist	Laguna Beach
Judy Sinisgalli	community volunteer	Laguna Beach

IS THIS ORGANIZATION INCORPORATED IN CALIFORNIA AS A NON-PROFIT ORGANIZATION? YES

IF "YES":

Date of incorporation as non-profit: 7/1/1997 Federal I.D. No.: 30-0753877
State I.D. No: 109853

IF "NO":

Name of sponsoring organization:

Its Federal I.D. No: _____ Its State I.D. No: _____

WE HEREBY CERTIFY THE INFORMATION CONTAINED IN THIS APPLICATION IS TRUE TO THE BEST OF OUR KNOWLEDGE AND BELIEF. WE ALSO HEREBY CERTIFY THAT OUR ORGANIZATION IS IN COMPLIANCE WITH ALL STATE, FEDERAL, AND LOCAL LAWS REGARDING LICENSING AND EMPLOYMENT PRACTICES.

(Sign both if same)

David R Pech, Chair

(Signature and title of individual preparing application form)

AND David R Pech, Chair

(Signature and title of president or authorized officer)

Return this completed application to:

CITY OF LAGUNA BEACH
Community Services
515 Forest Avenue
Laguna Beach, CA 92651

CLOSING DATE FOR THIS APPLICATION IS 5:00 P.M. Friday, February 23, 2007

FOR OFFICE USE ONLY:

Board of Directors

Audit

Verified Non-Profit Status

In-kind Contributions

EXHIBIT K

LAGUNA BEACH
COASTLINE PILOT

[Print Page](#)

Published Thursday, September 27, 2007 6:04 PM PDT

News

Day Labor issue heads into courtroom

Suit filed by Judicial Watch on behalf of Eileen Garcia begins trial Monday.

By Josh Aden

Anti-illegal immigration activists Eileen Garcia and husband George Riviere will have their day in court Monday against the city's Day Labor Site.

A lawsuit filed by conservative legal group Judicial Watch on behalf of the Laguna couple will go before a judge almost a year after the case was filed Oct. 3.

The lawsuit contends taxpayer funds are being spent illegally by the city on the labor center, which provides a gathering place for anyone seeking day labor or seeking a worker. It is illegal to solicit work any other place in Laguna Beach.

Judicial Watch says the city is aiding and abetting illegal workers in violation of federal immigration laws by assisting in running the site.

The site operators — which are overseen by the Crosscultural Council, a church-affiliated group — do not verify a worker's immigration status.

"When you have governments — no matter how small — disobeying the law, then you are [subverting] the foundations of our government," said Tom Fitton, president of Judicial Watch.

This is the group's second lawsuit seeking to halt a day-worker site. A suit filed on behalf of residents of Herndon, Virginia never went to trial. But the publicity from the case caused such a stir that a new city council was voted in and they shut the site down themselves.

That suit was a catalyst to change in Herndon, Fitton claims. Even though it wasn't a court win, the Washington, D.C.-based firm sees it as a victory. They hope to do the same in Laguna.

"[Laguna Beach] was a case where we thought the issue of taxpayer support for day labor was a perfect fit for our mission," Fitton said.

City Manager Ken Frank denies that Laguna is intentionally aiding and abetting unlawful workers.

He says the city spends money on the center in order keep workers — legal or not — from seeking work on city streets.

"It's not anything to do about immigration," Frank said. "It's about taking a situation that the federal government can't control and making it bearable for our residents."

Before the Day Labor Center was established, workers would congregate on street corners in North Laguna to get jobs. The city established the site to keep them off the street and passed an ordinance against looking for day work elsewhere in the city.

Taxpayer money was later used to install portable toilets, a drinking fountain and a fence. The fence discourages them from thronging onto Laguna Canyon Road.

One of the points of contention in the Judicial Watch suit is whether workers have to prove their legal status at the point of hire. Judicial Watch contends the labor site should verify legal employment status under federal law.

But Phil Kohn, Laguna's city attorney, points out that verification of occasional workers isn't required, a loophole he believes will exonerate the city.

"While there may be anecdotal information [about illegal hires], the city has no such actual knowledge nor do they have an obligation to check that information," Kohn said.

Verifying workers' legal status isn't required for services that are "sporadic, irregular, or intermittent," according to the U.S. Citizenship and Immigration Services website. Nor is it required for work done by an independent contractor.

If the city loses the case, the local government will be forced to stop giving any money toward the site's operation.

Frank said there are two options if that happens — Laguna can let the site run as is without city involvement, or it can repeal the ordinance restricting workers to the Laguna Canyon site and allow workers to solicit work throughout the city.

Frank doesn't think Lagunans will be happy with either result.

"A lot of people are going to be really angry at the Minute people," Frank said.

Garcia did not return a reporter's call seeking comment.

The trial starts at 8:30 a.m. Monday at the Central Justice Center, 700 Civic Dr., Santa Ana.

∅∅ CLOSE WINDOW ∅∅