



Additional Documents List Regular City Council Meeting November 4, 2020

Item No.	Agenda Item Description	Distributor	Document
5	Approval of Prepaid Warrants in the Amount of \$91,276.83; General City Warrants in the Amount of \$369,165.35; Payroll in the Amount of \$573,019.90; Supplemental ACH Payments in the Amount of \$191,887.53	Elaine Aguilar, Interim Assistant Manager	Memo (Providing corrected description, P. 5-22)
16	Planning Backlog of Projects and Request for Enhancement and Backfill Resources	Joanna Hankamer, Director of Planning and Community Development Kanika Kith, Planning Manager	Memo (Providing proposed attachments)
PC	Public Comment Received via Email: Agenda Item No. 13 Agenda Item No. 16 Agenda Item No. 17	Maria E. Ayala, Chief City Clerk	Emailed Public Comment



**City of South Pasadena
Finance Department**

Memo

Date: November 2, 2020

To: Honorable Mayor and Council Members

Via: Sean Joyce, Interim City Manager

From: Elaine Aguilar, Interim Assistant to the City Manager

Re: November 4, 2020, City Council Meeting Agenda Item 5– Approval of Prepaid Warrants in the Amount of \$91,276.83; General City Warrants in the Amount of \$369,165.35; Payroll in the Amount of \$573,019.90; Supplemental ACH Payments in the Amount of \$191,887.53

Please see the corrected description on page 5-22 for SPL* California Preservation on 09/11/2020 and CA Cities.org on 09/14/2020.

August 2020 Credit Card Summary

Date	Vendor Name	Description	Amount
9/1/2020	GOTPRINT.COM	Printing of Vinyl Banner for City	\$27.92
9/5/2020	Discover Books	2 Large Print Books for Library Collection	\$31.76
9/9/2020	GOTPRINT.COM	Postcard Printing	\$215.03
9/9/2020	Target.com	1 Large Book Print for Library Collection	\$30.23
9/28/2020	Crowdcast	Monthly Subscription to Crowdcast	\$39.20
9/22/2020	Valvoline Oil	Oil Change for Fire Dept. Vehicle	\$136.80
9/22/2020	Westcoast Tire and Service	Tire Change for Fire Dept. Vehicle	\$795.33
9/10/2020	Wordpress.com	Woodpress for Commission Pages & e-Neighbors	\$114.00
9/17/2020	CALTRANS	Reimb. Caltrans Project # 0700020191	\$3,210.88
9/1/2020	Exxon Mobile	Fuel for Motor Officer Vehicle	\$15.84
9/3/2020	Chevron	Fuel for Motor Officer Vehicle	\$23.70
9/8/2020	Chevron	Fuel for Motor Officer Vehicle	\$14.40
9/11/2020	Exxon Mobile	Fuel for Motor Officer Vehicle	\$17.16
9/15/2020	Chevron	Fuel for Motor Officer Vehicle	\$11.69
9/17/2020	Chevron	Fuel for Motor Officer Vehicle	\$18.96
9/22/2020	Exxon Mobile	Fuel for Motor Officer Vehicle	\$14.56
9/24/2020	Exxon Mobile	Fuel for Motor Officer Vehicle	\$14.98
9/15/2020	Ace Hardware	Supplies for Senior Center	\$62.31
9/15/2020	Restaurant Depot	Supplies for Senior Meal Program	\$107.17
9/2/2020	League of CA Cities	Annual Conference for Lucy D. & Sean Joyce	\$100.00
9/2/2020	League of CA Cities	Annual Conference for Diana Mahmud	\$50.00
9/5/2020	Pitney Bowes	Sealer for Postage Machine	\$142.42
9/3/2020	Duo.com	Refund from Duo.com	(\$1,440.00)
9/11/2020	SPL *California Preservation	Conference for Planning Department	\$380.00
9/14/2020	CA Cities.org	Annual Conference for Council-member Rossi	\$50.00
9/24/2020	Zoom	Zoom for Planning & Building Dept.	\$214.79
9/1/2020	Chevron	Fire Strike Team Expenses	\$117.13
9/6/2020	76 Gas	Fire Strike Team Expenses	\$94.94
9/8/2020	Vons	Fire Strike Team Expenses	\$6.45
9/10/2020	Panda Express	Fire Strike Team Expenses	\$35.17
9/13/2020	Tacos Bahia Fish	Fire Strike Team Expenses	\$34.72
9/11/2020	Mulberry Life Inn	Fire Strike Team Expenses	\$94.92
9/11/2020	Mulberry Life Inn	Fire Strike Team Expenses	\$94.92
9/11/2020	Mulberry Life Inn	Fire Strike Team Expenses	\$94.92
9/14/2020	Embassy Suites	Fire Strike Team Expenses	\$109.09
9/14/2020	Embassy Suites	Fire Strike Team Expenses	\$109.09
9/14/2020	Embassy Suites	Fire Strike Team Expenses	\$109.09
9/15/2020	Chipotle	Fire Strike Team Expenses	\$42.57
9/16/2020	Embassy Suites	Fire Strike Team Expenses	\$104.69
9/16/2020	Embassy Suites	Fire Strike Team Expenses	\$104.69
9/17/2020	Chipotle	Fire Strike Team Expenses	\$39.29
9/18/2020	Embassy Suites	Fire Strike Team Expenses	\$109.09
9/18/2020	Embassy Suites	Fire Strike Team Expenses	\$109.09
9/18/2020	Embassy Suites	Fire Strike Team Expenses	\$109.09
9/20/2020	Double Tree	Fire Strike Team Expenses	\$133.52
9/20/2020	Double Tree	Fire Strike Team Expenses	\$133.52
9/22/2020	Embassy Suites	Fire Strike Team Expenses	\$109.09
9/22/2020	Embassy Suites	Fire Strike Team Expenses	\$109.09
9/22/2020	Embassy Suites	Fire Strike Team Expenses	\$109.09

Total:

\$6,512.39



City of South Pasadena Planning and Community Development Department

Memo

Date: November 3, 2020
To: The Honorable City Council
Via: Sean Joyce, Interim City Manager
From: Joanna Hankamer, Director of Planning and Community Development
Kanika Kith, Planning Manager
Re: November 4, 2020, City Council Meeting Item No. 16 Additional Document –
PSAs and Employment Agreement

Attached are the additional documents referenced in the staff report for Item No. 16

Attachments 1 and 2 are proposed Professional Services Agreements (PSAs) with Rincon Consultants, Inc. and Sagecrest Planning + Environmental to help staff process the planning application backlog for six (6) months. On October 27, staff released a Request for Proposals for temporary senior planner support services and received three proposals from planning consulting firms. Based on experience level of proposed temporary senior planners, local and/or relevant knowledge, and cost of services, staff is recommending that the City Council approve Professional Services Agreements (PSAs) with two firms, Rincon Consultants, Inc. and Sagecrest Planning + Environmental. Each of the two PSAs would be for as-needed planning services for six (6) months, not to exceed the total budget of \$120,000; however, if approved, the contracts would be administered through purchase orders initially not to exceed \$60,000 for each firm so as not to exceed the budget. Should one consulting firm outperform the other in efficiency and quality, the purchase orders could be revised to shift most of all of the remaining work to the more appropriate firm.

PSAs with two (2) firms would expand the pool of available temporary contract planners, which allow City staff to assign temporary staff as needed and based on their experience in relation to each planning application. The total proposed budget would remain at \$120,000 for enhanced planning support up to six (6) months.

Attachment 3 is the proposed Employment Agreement with CalPERS annuitant, Elizabeth Bar-El, in an amount not to exceed \$57,950 to provide backfill temporary planning services

for four months during the four month maternity leave of the Long Range Planning and Economic Development Manager.

Attachments:

1. Professional Services Agreement with Rincon Consultants, Inc
2. Professional Services Agreement with Sagecrest Planning + Environmental
3. Employment Agreement with CalPERS annuitant, Elizabeth Bar-El

**PROFESSIONAL SERVICES AGREEMENT
FOR CONSULTANT SERVICES**

(City of South Pasadena /Rincon Consultants, Inc.)

1. IDENTIFICATION

This PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is entered into by and between the City of South Pasadena, a California municipal corporation (“City”), and Rincon Consultants, Incorporated, a corporation (“Consultant”).

2. RECITALS

- 2.1. City has determined that it requires the following professional services from a consultant: **Temporary As-Needed Planning Staffing Services.**
- 2.2. Consultant represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals and employees. Consultant further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement.
- 2.3. Consultant represents that it has no known relationships with third parties, City Council members, or employees of City which would (1) present a conflict of interest with the rendering of services under this Agreement under Government Code Section 1090, the Political Reform Act (Government Code Section 81000 *et seq.*), or other applicable law, (2) prevent Consultant from performing the terms of this Agreement, or (3) present a significant opportunity for the disclosure of confidential information.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, City and Consultant agree as follows:

3. DEFINITIONS

- 3.1. “Scope of Services”: Such professional services as are set forth in Consultant’s **November 3, 2020** proposal to City attached hereto as Exhibit A and incorporated herein by this reference.
- 3.2. “Agreement Administrator”: The Agreement Administrator for this project is Joanna Hankamer, Director of Planning Community Development. The Agreement Administrator shall be the principal point of contact at the City for this project. All services under this Agreement shall be performed at the request of the Agreement Administrator. The Agreement Administrator will establish the timetable for completion of services and any interim milestones. City reserves the right to change this designation upon written notice to Consultant

- 3.3. “Approved Fee Schedule”: Consultant’s compensation rates are set forth in the fee schedule attached hereto as Exhibit B and incorporated herein by this reference. This fee schedule shall remain in effect for the duration of this Agreement unless modified in writing by mutual agreement of the parties.
- 3.4. “Maximum Amount”: The highest total compensation and costs payable to Consultant by City under this Agreement. The Maximum Amount under this Agreement is One Hundred Twenty Thousand Dollars (\$120,000.00).
- 3.5. “Commencement Date”: November 9, 2020.
- 3.6. “Termination Date”: On or before May 9, 2021.

4. TERM

The term of this Agreement shall commence at 12:00 a.m. on the Commencement Date and shall expire at 11:59 p.m. on the Termination Date unless extended by written agreement of the parties or terminated earlier under Section 18 (“Termination”) below. Consultant may request extensions of time to perform the services required hereunder. Such extensions shall be effective if authorized in advance by City in writing and incorporated in written amendments to this Agreement.

5. CONSULTANT’S DUTIES

- 5.1. **Services.** Consultant shall perform the services identified in the Scope of Services. City shall have the right to request, in writing, changes in the Scope of Services. Any such changes mutually agreed upon by the parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement.
- 5.2. **Coordination with City.** In performing services under this Agreement, Consultant shall coordinate all contact with City through its Agreement Administrator.
- 5.3. **Budgetary Notification.** Consultant will initially be issued a Purchase Order for an amount not to exceed fifty percent (50%) of the Maximum Amount. The Purchase Order may be increased by the City up to the Maximum Amount, or decreased below fifty percent (50%) of the Maximum Amount with sufficient notice to the Consultant, at the City’s sole discretion. Consultant shall notify the Agreement Administrator, in writing, when fees and expenses incurred under this Agreement have reached ninety (90%) of the Purchase Order Amount or forty (40%) of the Maximum Amount. Consultant shall concurrently inform the Agreement Administrator, in writing, of Consultant’s estimate of total expenditures required to complete its current assignments before proceeding, when the remaining work on such assignments would exceed the Purchase Order Amount or the Maximum Amount.

- 5.4. **Business License.** Consultant shall obtain and maintain in force a City business license for the duration of this Agreement.
- 5.5. **Professional Standards.** Consultant shall perform all work to the standards of Consultant's profession and in a manner reasonably satisfactory to City. Consultant shall keep itself fully informed of and in compliance with all local, state, and federal laws, rules, and regulations in any manner affecting the performance of this Agreement, including all Cal/OSHA requirements, the conflict of interest provisions of Government Code § 1090 and the Political Reform Act (Government Code § 81000 et seq.).
- 5.6. **Avoid Conflicts.** During the term of this Agreement, Consultant shall not perform any work for another person or entity for whom Consultant was not working at the Commencement Date if such work would present a conflict interfering with performance under this Agreement. However, City may consent in writing to Consultant's performance of such work.
- 5.7. **Appropriate Personnel.** Consultant has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All such services shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. James Ross shall be Consultant's project administrator and shall have direct responsibility for management of Consultant's performance under this Agreement. No change shall be made in Consultant's project administrator without City's prior written consent. **Contractor shall not assign any employee with previously earned California Public Employees Retirement System ("CalPERS") retirement benefits to provide services to the City, nor permit any of its employee to exceed 35 hours per week of service in the performance of this agreement.**
- 5.8. **Substitution of Personnel.** Any persons named in the proposal or Scope of Services constitutes a promise to the City that those persons will perform and coordinate their respective services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. If City and Consultant cannot agree as to the substitution of key personnel, City may terminate this Agreement for cause.
- 5.9. **Permits and Approvals.** Consultant shall obtain, at its sole cost and expense, all permits and regulatory approvals necessary for Consultant's performance of this Agreement. This includes, but shall not be limited to, professional licenses, encroachment permits and building and safety permits and inspections.
- 5.10. **Notification of Organizational Changes.** Consultant shall notify the Agreement Administrator, in writing, of any change in name, ownership or control of Consultant's firm or of any subcontractor. Change of ownership or control of Consultant's firm may require an amendment to this Agreement.

- 5.11. **Records.** Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to Consultant under this Agreement. All such documents shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of City. In addition, pursuant to Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds ten thousand dollars, all such documents and this Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of City, for a period of three (3) years after final payment under this Agreement.

6. SUBCONTRACTING

- 6.1. **General Prohibition.** This Agreement covers professional services of a specific and unique nature. Except as otherwise provided herein, Consultant shall not assign or transfer its interest in this Agreement or subcontract any services to be performed without amending this Agreement.
- 6.2. **Consultant Responsible.** Consultant shall be responsible to City for all services to be performed under this Agreement.
- 6.3. **Identification in Fee Schedule.** All subcontractors shall be specifically listed and their billing rates identified in the Approved Fee Schedule, Exhibit B. Any changes must be approved by the Agreement Administrator in writing as an amendment to this Agreement.
- 6.4. **Compensation for Subcontractors.** City shall pay Consultant for work performed by its subcontractors, if any, only at Consultant's actual cost plus an approved mark-up as set forth in the Approved Fee Schedule, Exhibit B. Consultant shall be liable and accountable for any and all payments, compensation, and federal and state taxes to all subcontractors performing services under this Agreement. City shall not be liable for any payment, compensation, or federal and state taxes for any subcontractors.

7. COMPENSATION

- 7.1. **General.** City agrees to compensate Consultant for the services provided under this Agreement, and Consultant agrees to accept payment in accordance with the Fee Schedule in full satisfaction for such services. Compensation shall not exceed the Maximum Amount. Consultant shall not be reimbursed for any expenses unless provided for in this Agreement or authorized in writing by City in advance.
- 7.2. **Invoices.** Consultant shall submit to City an invoice, on a monthly basis or as otherwise agreed to by the Agreement Administrator, for services performed pursuant to this Agreement. Each invoice shall identify the Purchase Order Amount, the services

rendered during the billing period, the amount due for the invoice, and the total amount previously invoiced. All labor charges shall be itemized by employee name and classification/position with the firm, the corresponding hourly rate, the hours worked, a description of each labor charge, and the total amount due for labor charges.

- 7.3. **Taxes.** City shall not withhold applicable taxes or other payroll deductions from payments made to Consultant except as otherwise required by law. Consultant shall be solely responsible for calculating, withholding, and paying all taxes.
- 7.4. **Disputes.** The parties agree to meet and confer at mutually agreeable times to resolve any disputed amounts contained in an invoice submitted by Consultant.
- 7.5. **Additional Work.** Consultant shall not be reimbursed for any expenses incurred for work performed outside the Scope of Services unless prior written approval is given by the City through a fully executed written amendment. Consultant shall not undertake any such work without prior written approval of the City.
- 7.6. **City Satisfaction as Precondition to Payment.** Notwithstanding any other terms of this Agreement, no payments shall be made to Consultant until City is satisfied that the services are satisfactory.
- 7.7. **Right to Withhold Payments.** If Consultant fails to provide a deposit or promptly satisfy an indemnity obligation described in Section 11, City shall have the right to withhold payments under this Agreement to offset that amount.

8. PREVAILING WAGES

Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., (“Prevailing Wage Laws”), which require the payment of prevailing wage rates and the performance of other requirements on certain “public works” and “maintenance” projects. Consultant shall defend, indemnify, and hold the City, its elected officials, officers, employees, and agents free and harmless from any claim or liability arising out of any failure or alleged failure of Consultant to comply with the Prevailing Wage Laws.

9. OWNERSHIP OF WRITTEN PRODUCTS

All reports, documents or other written material (“written products” herein) developed by Consultant in the performance of this Agreement shall be and remain the property of City without restriction or limitation upon its use or dissemination by City except as provided by law. Any reuse of the written products shall be at the City’s sole risk. Consultant may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by Consultant.

10. RELATIONSHIP OF PARTIES

- 10.1. **General.** Consultant is, and shall at all times remain as to City, a wholly independent contractor.
- 10.2. **No Agent Authority.** Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise to act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not represent that it is, or that any of its agents or employees are, in any manner employees of City.
- 10.3. **Independent Contractor Status.** Under no circumstances shall Consultant or its employees look to the City as an employer. Consultant shall not be entitled to any benefits. City makes no representation as to the effect of this independent contractor relationship on Consultant's previously earned California Public Employees Retirement System ("CalPERS") retirement benefits, if any, and Consultant specifically assumes the responsibility for making such a determination. Consultant shall be responsible for all reports and obligations including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation, and other applicable federal and state taxes.
- 10.4. **Indemnification of CalPERS Determination.** In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or CalPERS to be eligible for enrollment in CalPERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City. Consultant shall not assign any of its employees, agents or subcontractors with prior CalPERS membership to perform services for the City under this Agreement.

11. INDEMNIFICATION

- 11.1 **Definitions.** For purposes of this Section 11, "Consultant" shall include Consultant, its officers, employees, servants, agents, or subcontractors, or anyone directly or indirectly employed by either Consultant or its subcontractors, in the performance of this Agreement. "City" shall include City, its officers, agents, employees and volunteers.
- 11.2 **Consultant to Indemnify City.** To the fullest extent permitted by law, Consultant shall indemnify, hold harmless, and defend City from and against any and all claims, losses, costs or expenses for any personal injury or property damage arising out of or in connection with Consultant's alleged negligence, recklessness or willful misconduct or

other wrongful acts, errors or omissions of Consultant or failure to comply with any provision in this Agreement.

- 11.3 **Scope of Indemnity.** Personal injury shall include injury or damage due to death or injury to any person, whether physical, emotional, consequential or otherwise, Property damage shall include injury to any personal or real property. Consultant shall not be required to indemnify City for such loss or damage as is caused by the sole active negligence or willful misconduct of the City.
- 11.4 **Attorneys Fees.** Such costs and expenses shall include reasonable attorneys' fees for counsel of City's choice, expert fees and all other costs and fees of litigation. Consultant shall not be entitled to any refund of attorneys' fees, defense costs or expenses in the event that it is adjudicated to have been non-negligent.
- 11.5 **Waiver of Statutory Immunity.** The obligations of Consultant under this Section 11 are not limited by the provisions of any workers' compensation act or similar act. Consultant expressly waives its statutory immunity under such statutes or laws as to City.
- 11.6 **Indemnification by Subcontractors.** Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section 11 from each and every subcontractor or any other person or entity involved in the performance of this Agreement on Consultant's behalf.
- 11.7 **Insurance Not a Substitute.** City does not waive any indemnity rights by accepting any insurance policy or certificate required pursuant to this Agreement. Consultant's indemnification obligations apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

12. INSURANCE

- 12.1. **Insurance Required.** Consultant shall maintain insurance as described in this section and shall require all of its subcontractors, consultants, and other agents to do the same. Approval of the insurance by the City shall not relieve or decrease any liability of Consultant Any requirement for insurance to be maintained after completion of the work shall survive this Agreement.
- 12.2. **Documentation of Insurance.** City will not execute this agreement until it has received a complete set of all required documentation of insurance coverage. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. Consultant shall file with City:
- Certificate of Insurance, indicating companies acceptable to City, with a Best's Rating of no less than A:VII showing. The Certificate of Insurance must include the following reference: temporary as-needed planning services
 - Documentation of Best's rating acceptable to the City.

- Original endorsements effecting coverage for all policies required by this Agreement.
- Complete, certified copies of all required insurance policies, including endorsements affecting the coverage.

12.3. **Coverage Amounts.** Insurance coverage shall be at least in the following minimum amounts:

- Professional Liability Insurance: \$1,000,000 per occurrence,
\$2,000,000 aggregate
- General Liability:
 - General Aggregate: \$2,000,000
 - Products Comp/Op Aggregate \$2,000,000
 - Personal & Advertising Injury \$1,000,000
 - Each Occurrence \$1,000,000
 - Fire Damage (any one fire) \$ 50,000
 - Medical Expense (any 1 person) \$ 5,000
- Workers' Compensation:
 - Workers' Compensation Statutory Limits
 - EL Each Accident \$1,000,000
 - EL Disease - Policy Limit \$1,000,000
 - EL Disease - Each Employee \$1,000,000
- Automobile Liability
 - Any vehicle, combined single limit \$1,000,000

Any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements or limits shall be available to the additional insured. Furthermore, the requirements for coverage and limits shall be the greater of (1) the minimum coverage and limits specified in this Agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured

12.4. **General Liability Insurance.** Commercial General Liability Insurance shall be no less broad than ISO form CG 00 01. Coverage must be on a standard Occurrence form. Claims-Made, modified, limited or restricted Occurrence forms are not acceptable.

12.5. **Worker's Compensation Insurance.** Consultant is aware of the provisions of Section 3700 of the Labor Code which requires every employer to carry Workers' Compensation (or to undertake equivalent self-insurance), and Consultant will comply with such provisions before commencing the performance of the work of this Agreement. If such insurance is underwritten by any agency other than the State

Compensation Fund, such agency shall be a company authorized to do business in the State of California.

- 12.6. **Automobile Liability Insurance.** Covered vehicles shall include owned if any, non-owned, and hired automobiles and, trucks.
- 12.7. **Professional Liability Insurance or Errors & Omissions Coverage.** The deductible or self-insured retention may not exceed \$50,000. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work. Coverage shall be continued for two years after the completion of the work by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the work under this Agreement.
- 12.8. **Claims-Made Policies.** If any of the required policies provide coverage on a claims-made basis the Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work. Claims-Made Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase “extended reporting” coverage for a minimum of five (5) years after completion of contract work.
- 12.9. **Additional Insured Endorsements.** The City, its City Council, Commissions, officers, and employees of South Pasadena must be endorsed as an additional insured for each policy required herein, other than Professional Errors and Omissions and Worker’s Compensation, for liability arising out of ongoing and completed operations by or on behalf of the Consultant. Consultant’s insurance policies shall be primary as respects any claims related to or as the result of the Consultant’s work. Any insurance, pooled coverage or self-insurance maintained by the City, its elected or appointed officials, directors, officers, agents, employees, volunteers, or consultants shall be non-contributory. All endorsements shall be signed by a person authorized by the insurer to bind coverage on its behalf. General liability coverage can be provided using an endorsement to the Consultant’s insurance at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37.
- 12.10. **Failure to Maintain Coverage.** In the event any policy is canceled prior to the completion of the project and the Consultant does not furnish a new certificate of insurance prior to cancellation, City has the right, but not the duty, to obtain the required insurance and deduct the premium(s) from any amounts due the Consultant under this Agreement. Failure of the Consultant to maintain the insurance required by this Agreement, or to comply with any of the requirements of this section, shall constitute a material breach of this Agreement.

- 12.11. **Notices.** Contractor shall provide immediate written notice if (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; (3) or the deductible or self-insured retention is increased. Consultant shall provide no less than 30 days' notice of any cancellation or material change to policies required by this Agreement. Consultant shall provide proof that cancelled or expired policies of insurance have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages. The name and address for Additional Insured Endorsements, Certificates of Insurance and Notices of Cancellation is: City of South Pasadena, Attn: Planning & Community Dev. Department, So. Pasadena, CA 95945
- 12.12. **Consultant's Insurance Primary.** The insurance provided by Consultant, including all endorsements, shall be primary to any coverage available to City. Any insurance or self-insurance maintained by City and/or its officers, employees, agents or volunteers, shall be in excess of Consultant's insurance and shall not contribute with it.
- 12.13. **Waiver of Subrogation.** Consultant hereby waives all rights of subrogation against the City. Consultant shall additionally waive such rights either by endorsement to each policy or provide proof of such waiver in the policy itself.
- 12.14. **Report of Claims to City.** Consultant shall report to the City, in addition to the Consultant's insurer, any and all insurance claims submitted to Consultant's insurer in connection with the services under this Agreement.
- 12.15. **Premium Payments and Deductibles.** Consultant must disclose all deductibles and self-insured retention amounts to the City. The City may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within retention amounts. Ultimately, City must approve all such amounts prior to execution of this Agreement.
- City has no obligation to pay any premiums, assessments, or deductibles under any policy required in this Agreement. Consultant shall be responsible for all premiums and deductibles in all of Consultant's insurance policies. The amount of deductibles for insurance coverage required herein are subject to City's approval.
- 12.16. **Duty to Defend and Indemnify.** Consultant's duties to defend and indemnify City under this Agreement shall not be limited by the foregoing insurance requirements and shall survive the expiration of this Agreement.

13. MUTUAL COOPERATION

- 13.1. **City Cooperation in Performance.** City shall provide Consultant with all pertinent data, documents and other requested information as is reasonably available for the proper performance of Consultant's services under this Agreement.

- 13.2. **Consultant Cooperation in Defense of Claims.** If any claim or action is brought against City relating to Consultant's performance in connection with this Agreement, Consultant shall render any reasonable assistance that City may require in the defense of that claim or action.

14. NOTICES

Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on: (i) the day of delivery if delivered by hand, facsimile or overnight courier service during Consultant's and City's regular business hours; or (ii) on the third business day following deposit in the United States mail if delivered by mail, postage prepaid, to the addresses listed below (or to such other addresses as the parties may, from time to time, designate in writing).

If to City

Joanna Hankamer
City of South Pasadena
Planning & Community Dev
Department
1414 Mission Street
South Pasadena, CA 91030
Telephone: (626) 403-7240
Facsimile: (626) 403-7241

If to Consultant

Deanna Hanson
Lilly Rudolph, MPA, AICP
Rincon Consultants, Inc.
180 North Ashwood Avenue
Ventura, California 93003
Telephone: (805) 644-4455
Facsimile: (805) 644-4455
Email: dhansen@rinconconsultants.com
Email: lrudolph@rinconconsultants.com

With courtesy copy to:

Teresa L. Highsmith, Esq.
South Pasadena City Attorney
Colantuono, Highsmith & Whatley, PC
300 South Grand Ave., Ste. 2700
Los Angeles, CA 90071-3137
Telephone: (213) 542-5700
Facsimile: (213) 542-5710

15. SURVIVING COVENANTS

The parties agree that the covenants contained in paragraph 5.11 (Records), paragraph 10.4 (Indemnification of CalPERS Determination), Section 11 (Indemnity), paragraph 12.8 (Claims-Made Policies), paragraph 13.2 (Consultant Cooperation in Defense of Claims), and paragraph 18.1 (Confidentiality) of this Agreement shall survive the expiration or termination of this Agreement, subject to the provisions and limitations of this Agreement and all otherwise applicable statutes of limitations and repose.

16. TERMINATION

- 16.1. **City Termination.** City may terminate this Agreement for any reason on -twenty calendar days' written notice to Consultant. Consultant agrees to cease all work under this Agreement on or before the effective date of any notice of termination. All City data, documents, objects, materials or other tangible things shall be returned to City upon the termination or expiration of this Agreement.
- 16.2. **Consultant Termination.** Consultant may terminate this Agreement for a material breach of this Agreement upon 30 days' notice.
- 16.3. **Compensation Following Termination.** Upon termination, Consultant shall be paid based on the work satisfactorily performed at the time of termination. In no event shall Consultant be entitled to receive more than the amount that would be paid to Consultant for the full performance of the services required by this Agreement. The City shall have the benefit of such work as may have been completed up to the time of such termination.
- 16.4. **Remedies.** City retains any and all available legal and equitable remedies for Consultant's breach of this Agreement.

17. INTERPRETATION OF AGREEMENT

- 17.1. **Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the State of California.
- 17.2. **Integration of Exhibits.** All documents referenced as exhibits in this Agreement are hereby incorporated into this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail. This instrument contains the entire Agreement between City and Consultant with respect to the transactions contemplated herein. No other prior oral or written agreements are binding upon the parties. Amendments hereto or deviations herefrom shall be effective and binding only if made in writing and executed on by City and Consultant.
- 17.3. **Headings.** The headings and captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and for convenience in reference to this Agreement. Should there be any conflict between such heading, and the section or paragraph thereof at the head of which it appears, the language of the section or paragraph shall control and govern in the construction of this Agreement.
- 17.4. **Pronouns.** Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution(s).

- 17.5. **Severability.** If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to the extent necessary to, cure such invalidity or unenforceability, and shall be enforceable in its amended form. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
- 17.6. **No Presumption Against Drafter.** Each party had an opportunity to consult with an attorney in reviewing and drafting this agreement. Any uncertainty or ambiguity shall not be construed for or against any party based on attribution of drafting to any party.

18. GENERAL PROVISIONS

- 18.1. **Confidentiality.** All data, documents, discussion, or other information developed or received by Consultant for performance of this Agreement are deemed confidential and Consultant shall not disclose it without prior written consent by City. City shall grant such consent if disclosure is legally required. All City data shall be returned to City upon the termination or expiration of this Agreement.
- 18.2. **Conflicts of Interest.** Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Consultant further agrees to file, or shall cause its employees or subcontractor to file, a Statement of Economic Interest with the City's Filing Officer if required under state law in the performance of the services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer, or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.
- 18.3. **Non-assignment.** Consultant shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without City's prior written consent, and any attempt to do so shall be void and of no effect. City shall not be obligated or liable under this Agreement to any party other than Consultant.
- 18.4. **Binding on Successors.** This Agreement shall be binding on the successors and assigns of the parties.
- 18.5. **No Third-Party Beneficiaries.** Except as expressly stated herein, there is no intended third-party beneficiary of any right or obligation assumed by the parties.

- 18.6. **Time of the Essence.** Time is of the essence for each and every provision of this Agreement.
- 18.7. **Non-Discrimination.** Consultant shall not discriminate against any employee or applicant for employment because of race, sex (including pregnancy, childbirth, or related medical condition), creed, national origin, color, disability as defined by law, disabled veteran status, Vietnam veteran status, religion, age (40 and above), medical condition (cancer-related), marital status, ancestry, or sexual orientation. Employment actions to which this provision applies shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; or in terms, conditions or privileges of employment, and selection for training. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, the provisions of this nondiscrimination clause.
- 18.8. **Waiver.** No provision, covenant, or condition of this Agreement shall be deemed to have been waived by City or Consultant unless in writing signed by one authorized to bind the party asserted to have consented to the waiver. The waiver by City or Consultant of any breach of any provision, covenant, or condition of this Agreement shall not be deemed to be a waiver of any subsequent breach of the same or any other provision, covenant, or condition.
- 18.9. **Excused Failure to Perform.** Consultant shall not be liable for any failure to perform if Consultant presents acceptable evidence, in City's sole judgment, that such failure was due to causes beyond the control and without the fault or negligence of Consultant.
- 18.10. **Remedies Non-Exclusive.** Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance from the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any or all of such other rights, powers or remedies.
- 18.11. **Attorneys' Fees.** If legal action shall be necessary to enforce any term, covenant or condition contained in this Agreement, the prevailing party shall be entitled to an award of reasonable attorneys' fees and costs expended in the action.
- 18.12. **Venue.** The venue for any litigation shall be Los Angeles County, California and Consultant hereby consents to jurisdiction in Los Angeles County for purposes of resolving any dispute or enforcing any obligation arising under this Agreement.

TO EFFECTUATE THIS AGREEMENT, the parties have caused their duly authorized representatives to execute this Agreement on the dates set forth below.

“City”
City of South Pasadena

“Consultant”
Rincon Consultants, Inc.

By: _____
Signature

By: _____
Signature

Printed: _____

Printed: _____

Title: _____

Title: _____

Date: _____

Date: _____

Attest:

By: _____
Evelyn G. Zneimer, City Clerk

Date: _____

Approved as to form:

By: _____
Teresa L. Highsmith, City Attorney

Date: _____

Exhibit A
Scope of Services

Rincon Consultants, Inc. (Rincon) will provide senior level contract planning services for the City of South Pasadena Planning and Community Development Department (City). Rincon understands that the City requires experienced senior level planners to work as needed, potentially one full time (up to 40 hours per week), or two senior level planners to work part time (up to 20 hours per week), for up to 6 months to process a backlog of planning applications.

Deanna Hansen, who has overseen numerous on-call contract planning assignments and advanced planning projects throughout California, will serve as Principal-in-Charge, at no additional charge. Ms. Hansen will be responsible for general oversight and quality assurance/quality control of the documents as needed and will also serve as the contract administrator. Lilly Rudolph, MPA, AICP will serve as project manager and will assist with oversight, at no additional charge, and augment staffing as needed. CEQA analysts are also available for CEQA expertise.

Rincon proposes two highly qualified contract planners to fill this senior planner role. Karolina Gorska, PhD, AICP has been providing contract planning services for the City of South Pasadena for two months, and during this time has demonstrated a unique ability to understand and communicate the City's expectations for high quality architectural design that enhances the surrounding environment. Veronica Ortiz De Anda has 12 years of experience in policy consistency and zoning conformance analysis for land use and development review application processing for local planning agencies including the Cities of South Pasadena, Malibu, Fillmore, and Salinas.

Debi Howell-Ardila, MHP, a preservation professional with 15 years of experience, a South Pasadena resident, and former South Pasadena Cultural Heritage Commission member will be available on an as needed basis in an advisory role to guide the planners when reviewing projects involving historic resources. Ms. Howell-Ardila served on the CHC subcommittee overseeing preparation of the Citywide Historic Context Statement, historic resources survey, and Cultural Heritage Ordinance.

Exhibit B
Approved Fee Schedule

Hourly Rates

Staff Member	Classification	Role	Hourly Rate
Deanna Hansen	Principal II	Principal in Charge	\$240
Lilly Rudolph	Supervisor I	Project Manager	\$195
Debi Howell-Ardila	Senior Professional I	Historic Preservation Advisor	\$160
Karolina Gorska	Professional III	Contract Planner	\$110
Veronica Ortiz-DeAnda	Professional II	Contract Planner	\$100
Clerical	Clerical	Administrative support	\$75

Scope of Work will be primarily performed by a Senior Planner or an Associate Planner, plus one hour per month for Administrative support, not to exceed \$450 over 6 months. Services regarding any other personnel must be preapproved by City Staff on each occasion.

**PROFESSIONAL SERVICES AGREEMENT
FOR CONSULTANT SERVICES**

(City of South Pasadena /Sagecrest Planning + Environmental, Inc.)

1. IDENTIFICATION

This PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is entered into by and between the City of South Pasadena, a California municipal corporation (“City”), and Sagecrest Planning + Environmental Incorporated, a corporation (“Consultant”).

2. RECITALS

- 2.1. City has determined that it requires the following professional services from a consultant: **Temporary As-Needed Planning Staffing services.**
- 2.2. Consultant represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals and employees. Consultant further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement.
- 2.3. Consultant represents that it has no known relationships with third parties, City Council members, or employees of City which would (1) present a conflict of interest with the rendering of services under this Agreement under Government Code Section 1090, the Political Reform Act (Government Code Section 81000 *et seq.*), or other applicable law, (2) prevent Consultant from performing the terms of this Agreement, or (3) present a significant opportunity for the disclosure of confidential information.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, City and Consultant agree as follows:

3. DEFINITIONS

- 3.1. “Scope of Services”: Such professional services as are set forth in Consultant’s **November 3, 2020** proposal to City attached hereto as Exhibit A and incorporated herein by this reference.
- 3.2. “Agreement Administrator”: The Agreement Administrator for this project is Joanna Hankamer, Director of Planning Community Development. The Agreement Administrator shall be the principal point of contact at the City for this project. All services under this Agreement shall be performed at the request of the Agreement

Professional Services Agreement – Consultant Services

Page 1 of 19

Administrator. The Agreement Administrator will establish the timetable for completion of services and any interim milestones. City reserves the right to change this designation upon written notice to Consultant

- 3.3. “Approved Fee Schedule”: Consultant’s compensation rates are set forth in the fee schedule attached hereto as Exhibit B and incorporated herein by this reference. This fee schedule shall remain in effect for the duration of this Agreement unless modified in writing by mutual agreement of the parties.
- 3.4. “Maximum Amount”: The highest total compensation and costs payable to Consultant by City under this Agreement. The Maximum Amount under this Agreement is One Hundred Twenty Thousand Dollars (\$120,000.00).
- 3.5. “Commencement Date”: November 9, 2020.
- 3.6. “Termination Date”: On or before May 9, 2021

4. TERM

The term of this Agreement shall commence at 12:00 a.m. on the Commencement Date and shall expire at 11:59 p.m. on the Termination Date unless extended by written agreement of the parties or terminated earlier under Section 18 (“Termination”) below. Consultant may request extensions of time to perform the services required hereunder. Such extensions shall be effective if authorized in advance by City in writing and incorporated in written amendments to this Agreement.

5. CONSULTANT’S DUTIES

- 5.1. **Services.** Consultant shall perform the services identified in the Scope of Services. City shall have the right to request, in writing, changes in the Scope of Services. Any such changes mutually agreed upon by the parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement.
- 5.2. **Coordination with City.** In performing services under this Agreement, Consultant shall coordinate all contact with City through its Agreement Administrator.
- 5.3. **Budgetary Notification.** Consultant will initially be issued a Purchase Order for an amount not to exceed fifty percent (50%) of the Maximum Amount. The Purchase Order may be increased by the City up to the Maximum Amount, or decreased below fifty percent (50%) of the Maximum Amount with sufficient notice to the Consultant, at the City’s sole discretion. Consultant shall notify the Agreement Administrator, in

writing, when fees and expenses incurred under this Agreement have reached ninety (90%) of the Purchase Order Amount or forty (40%) of the Maximum Amount. Consultant shall concurrently inform the Agreement Administrator, in writing, of Consultant's estimate of total expenditures required to complete its current assignments before proceeding, when the remaining work on such assignments would exceed the Purchase Order Amount or the Maximum Amount.

- 5.4. **Business License.** Consultant shall obtain and maintain in force a City business license for the duration of this Agreement.
- 5.5. **Professional Standards.** Consultant shall perform all work to the standards of Consultant's profession and in a manner reasonably satisfactory to City. Consultant shall keep itself fully informed of and in compliance with all local, state, and federal laws, rules, and regulations in any manner affecting the performance of this Agreement, including all Cal/OSHA requirements, the conflict of interest provisions of Government Code § 1090 and the Political Reform Act (Government Code § 81000 et seq.).
- 5.6. **Avoid Conflicts.** During the term of this Agreement, Consultant shall not perform any work for another person or entity for whom Consultant was not working at the Commencement Date if such work would present a conflict interfering with performance under this Agreement. However, City may consent in writing to Consultant's performance of such work.
- 5.7. **Appropriate Personnel.** Consultant has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All such services shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. James Ross shall be Consultant's project administrator and shall have direct responsibility for management of Consultant's performance under this Agreement. No change shall be made in Consultant's project administrator without City's prior written consent. **Contractor shall not assign any employee with previously earned California Public Employees Retirement System ("CalPERS") retirement benefits to provide services to the City, nor permit any of its employee to exceed 35 hours per week of service in the performance of this agreement.**
- 5.8. **Substitution of Personnel.** Any persons named in the proposal or Scope of Services constitutes a promise to the City that those persons will perform and coordinate their respective services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. If City and Consultant cannot agree as to the substitution of key personnel, City may terminate this Agreement for cause.

- 5.9. **Permits and Approvals.** Consultant shall obtain, at its sole cost and expense, all permits and regulatory approvals necessary for Consultant's performance of this Agreement. This includes, but shall not be limited to, professional licenses, encroachment permits and building and safety permits and inspections.
- 5.10. **Notification of Organizational Changes.** Consultant shall notify the Agreement Administrator, in writing, of any change in name, ownership or control of Consultant's firm or of any subcontractor. Change of ownership or control of Consultant's firm may require an amendment to this Agreement.
- 5.11. **Records.** Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to Consultant under this Agreement. All such documents shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of City. In addition, pursuant to Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds ten thousand dollars, all such documents and this Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of City, for a period of three (3) years after final payment under this Agreement.

6. SUBCONTRACTING

- 6.1. **General Prohibition.** This Agreement covers professional services of a specific and unique nature. Except as otherwise provided herein, Consultant shall not assign or transfer its interest in this Agreement or subcontract any services to be performed without amending this Agreement.
- 6.2. **Consultant Responsible.** Consultant shall be responsible to City for all services to be performed under this Agreement.
- 6.3. **Identification in Fee Schedule.** All subcontractors shall be specifically listed and their billing rates identified in the Approved Fee Schedule, Exhibit B. Any changes must be approved by the Agreement Administrator in writing as an amendment to this Agreement.
- 6.4. **Compensation for Subcontractors.** City shall pay Consultant for work performed by its subcontractors, if any, only at Consultant's actual cost plus an approved mark-up as set forth in the Approved Fee Schedule, Exhibit B. Consultant shall be liable and

accountable for any and all payments, compensation, and federal and state taxes to all subcontractors performing services under this Agreement. City shall not be liable for any payment, compensation, or federal and state taxes for any subcontractors.

7. COMPENSATION

- 7.1. **General.** City agrees to compensate Consultant for the services provided under this Agreement, and Consultant agrees to accept payment in accordance with the Fee Schedule in full satisfaction for such services. Compensation shall not exceed the Maximum Amount. Consultant shall not be reimbursed for any expenses unless provided for in this Agreement or authorized in writing by City in advance.
- 7.2. **Invoices.** Consultant shall submit to City an invoice, on a monthly basis or as otherwise agreed to by the Agreement Administrator, for services performed pursuant to this Agreement. Each invoice shall identify the Purchase Order Amount, the services rendered during the billing period, the amount due for the invoice, and the total amount previously invoiced. All labor charges shall be itemized by employee name and classification/position with the firm, the corresponding hourly rate, the hours worked, a description of each labor charge, and the total amount due for labor charges.
- 7.3. **Taxes.** City shall not withhold applicable taxes or other payroll deductions from payments made to Consultant except as otherwise required by law. Consultant shall be solely responsible for calculating, withholding, and paying all taxes.
- 7.4. **Disputes.** The parties agree to meet and confer at mutually agreeable times to resolve any disputed amounts contained in an invoice submitted by Consultant.
- 7.5. **Additional Work.** Consultant shall not be reimbursed for any expenses incurred for work performed outside the Scope of Services unless prior written approval is given by the City through a fully executed written amendment. Consultant shall not undertake any such work without prior written approval of the City.
- 7.6. **City Satisfaction as Precondition to Payment.** Notwithstanding any other terms of this Agreement, no payments shall be made to Consultant until City is satisfied that the services are satisfactory.
- 7.7. **Right to Withhold Payments.** If Consultant fails to provide a deposit or promptly satisfy an indemnity obligation described in Section 11, City shall have the right to withhold payments under this Agreement to offset that amount.

8. PREVAILING WAGES

Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., (“Prevailing Wage Laws”), which require the payment of prevailing wage rates and the performance of other requirements on certain “public works” and “maintenance” projects. Consultant shall defend, indemnify, and hold the City, its elected officials, officers, employees, and agents free and harmless from any claim or liability arising out of any failure or alleged failure of Consultant to comply with the Prevailing Wage Laws.

9. OWNERSHIP OF WRITTEN PRODUCTS

All reports, documents or other written material (“written products” herein) developed by Consultant in the performance of this Agreement shall be and remain the property of City without restriction or limitation upon its use or dissemination by City except as provided by law. Any reuse of the written products shall be at the City’s sole risk. Consultant may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by Consultant.

10. RELATIONSHIP OF PARTIES

- 10.1. **General.** Consultant is, and shall at all times remain as to City, a wholly independent contractor.
- 10.2. **No Agent Authority.** Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise to act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant’s employees, except as set forth in this Agreement. Consultant shall not represent that it is, or that any of its agents or employees are, in any manner employees of City.
- 10.3. **Independent Contractor Status.** Under no circumstances shall Consultant or its employees look to the City as an employer. Consultant shall not be entitled to any benefits. City makes no representation as to the effect of this independent contractor relationship on Consultant’s previously earned California Public Employees Retirement System (“CalPERS”) retirement benefits, if any, and Consultant specifically assumes the responsibility for making such a determination. Consultant shall be responsible for all reports and obligations including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers’ compensation, and other applicable federal and state taxes.

- 10.4. **Indemnification of CalPERS Determination.** In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or CalPERS to be eligible for enrollment in CalPERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City. Consultant shall not assign any of its employees, agents or subcontractors with prior CalPERS membership to perform services for the City under this Agreement.

11. INDEMNIFICATION

- 11.1 **Definitions.** For purposes of this Section 11, “Consultant” shall include Consultant, its officers, employees, servants, agents, or subcontractors, or anyone directly or indirectly employed by either Consultant or its subcontractors, in the performance of this Agreement. “City” shall include City, its officers, agents, employees and volunteers.
- 11.2 **Consultant to Indemnify City.** To the fullest extent permitted by law, Consultant shall indemnify, hold harmless, and defend City from and against any and all claims, losses, costs or expenses for any personal injury or property damage arising out of or in connection with Consultant’s alleged negligence, recklessness or willful misconduct or other wrongful acts, errors or omissions of Consultant or failure to comply with any provision in this Agreement.
- 11.3 **Scope of Indemnity.** Personal injury shall include injury or damage due to death or injury to any person, whether physical, emotional, consequential or otherwise, Property damage shall include injury to any personal or real property. Consultant shall not be required to indemnify City for such loss or damage as is caused by the sole active negligence or willful misconduct of the City.
- 11.4 **Attorneys Fees.** Such costs and expenses shall include reasonable attorneys’ fees for counsel of City’s choice, expert fees and all other costs and fees of litigation. Consultant shall not be entitled to any refund of attorneys’ fees, defense costs or expenses in the event that it is adjudicated to have been non-negligent.
- 11.5 **Waiver of Statutory Immunity.** The obligations of Consultant under this Section 11 are not limited by the provisions of any workers’ compensation act or similar act. Consultant expressly waives its statutory immunity under such statutes or laws as to City.

- 11.6 **Indemnification by Subcontractors.** Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section 11 from each and every subcontractor or any other person or entity involved in the performance of this Agreement on Consultant’s behalf.
- 11.7 **Insurance Not a Substitute.** City does not waive any indemnity rights by accepting any insurance policy or certificate required pursuant to this Agreement. Consultant’s indemnification obligations apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

12. INSURANCE

12.1. **Insurance Required.** Consultant shall maintain insurance as described in this section and shall require all of its subcontractors, consultants, and other agents to do the same. Approval of the insurance by the City shall not relieve or decrease any liability of Consultant Any requirement for insurance to be maintained after completion of the work shall survive this Agreement.

12.2. **Documentation of Insurance.** City will not execute this agreement until it has received a complete set of all required documentation of insurance coverage. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant’s obligation to provide them. Consultant shall file with City:

- Certificate of Insurance, indicating companies acceptable to City, with a Best's Rating of no less than A:VII showing. The Certificate of Insurance must include the following reference: temporary as-needed planning services
- Documentation of Best’s rating acceptable to the City.
- Original endorsements effecting coverage for all policies required by this Agreement.
- Complete, certified copies of all required insurance policies, including endorsements affecting the coverage.

12.3. **Coverage Amounts.** Insurance coverage shall be at least in the following minimum amounts:

- Professional Liability Insurance: \$1,000,000 per occurrence,
 \$2,000,000 aggregate
- General Liability:
 - General Aggregate: \$2,000,000
 - Products Comp/Op Aggregate \$2,000,000

- Personal & Advertising Injury \$1,000,000
- Each Occurrence \$1,000,000
- Fire Damage (any one fire) \$ 50,000
- Medical Expense (any 1 person) \$ 5,000

- Workers' Compensation:
 - Workers' Compensation Statutory Limits
 - EL Each Accident \$1,000,000
 - EL Disease - Policy Limit \$1,000,000
 - EL Disease - Each Employee \$1,000,000

- Automobile Liability
 - Any vehicle, combined single limit \$1,000,000

Any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements or limits shall be available to the additional insured. Furthermore, the requirements for coverage and limits shall be the greater of (1) the minimum coverage and limits specified in this Agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured

- 12.4. **General Liability Insurance.** Commercial General Liability Insurance shall be no less broad than ISO form CG 00 01. Coverage must be on a standard Occurrence form. Claims-Made, modified, limited or restricted Occurrence forms are not acceptable.
- 12.5. **Worker's Compensation Insurance.** Consultant is aware of the provisions of Section 3700 of the Labor Code which requires every employer to carry Workers' Compensation (or to undertake equivalent self-insurance), and Consultant will comply with such provisions before commencing the performance of the work of this Agreement. If such insurance is underwritten by any agency other than the State Compensation Fund, such agency shall be a company authorized to do business in the State of California.
- 12.6. **Automobile Liability Insurance.** Covered vehicles shall include owned if any, non-owned, and hired automobiles and, trucks.
- 12.7. **Professional Liability Insurance or Errors & Omissions Coverage.** The deductible or self-insured retention may not exceed \$50,000. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work. Coverage shall be continued for two years after the completion of the work by one of the following: (1) renewal of the existing policy; (2) an extended reporting period

endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the work under this Agreement.

- 12.8. **Claims-Made Policies.** If any of the required policies provide coverage on a claims-made basis the Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work. Claims-Made Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase “extended reporting” coverage for a minimum of five (5) years after completion of contract work.
- 12.9. **Additional Insured Endorsements.** The City, its City Council, Commissions, officers, and employees of South Pasadena must be endorsed as an additional insured for each policy required herein, other than Professional Errors and Omissions and Worker’s Compensation, for liability arising out of ongoing and completed operations by or on behalf of the Consultant. Consultant’s insurance policies shall be primary as respects any claims related to or as the result of the Consultant’s work. Any insurance, pooled coverage or self-insurance maintained by the City, its elected or appointed officials, directors, officers, agents, employees, volunteers, or consultants shall be non-contributory. All endorsements shall be signed by a person authorized by the insurer to bind coverage on its behalf. General liability coverage can be provided using an endorsement to the Consultant’s insurance at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37.
- 12.10. **Failure to Maintain Coverage.** In the event any policy is canceled prior to the completion of the project and the Consultant does not furnish a new certificate of insurance prior to cancellation, City has the right, but not the duty, to obtain the required insurance and deduct the premium(s) from any amounts due the Consultant under this Agreement. Failure of the Consultant to maintain the insurance required by this Agreement, or to comply with any of the requirements of this section, shall constitute a material breach of this Agreement.
- 12.11. **Notices.** Contractor shall provide immediate written notice if (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; (3) or the deductible or self-insured retention is increased. Consultant shall provide no less than 30 days’ notice of any cancellation or material change to policies required by this Agreement. Consultant shall provide proof that cancelled or expired policies of insurance have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages. The name and address for Additional Insured

Endorsements, Certificates of Insurance and Notices of Cancellation is: City of South Pasadena, Attn: Planning & Community Dev. Department, So. Pasadena, CA 95945

- 12.12. **Consultant's Insurance Primary.** The insurance provided by Consultant, including all endorsements, shall be primary to any coverage available to City. Any insurance or self-insurance maintained by City and/or its officers, employees, agents or volunteers, shall be in excess of Consultant's insurance and shall not contribute with it.
- 12.13. **Waiver of Subrogation.** Consultant hereby waives all rights of subrogation against the City. Consultant shall additionally waive such rights either by endorsement to each policy or provide proof of such waiver in the policy itself.
- 12.14. **Report of Claims to City.** Consultant shall report to the City, in addition to the Consultant's insurer, any and all insurance claims submitted to Consultant's insurer in connection with the services under this Agreement.
- 12.15. **Premium Payments and Deductibles.** Consultant must disclose all deductibles and self-insured retention amounts to the City. The City may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within retention amounts. Ultimately, City must approve all such amounts prior to execution of this Agreement.

City has no obligation to pay any premiums, assessments, or deductibles under any policy required in this Agreement. Consultant shall be responsible for all premiums and deductibles in all of Consultant's insurance policies. The amount of deductibles for insurance coverage required herein are subject to City's approval.

- 12.16. **Duty to Defend and Indemnify.** Consultant's duties to defend and indemnify City under this Agreement shall not be limited by the foregoing insurance requirements and shall survive the expiration of this Agreement.

13. MUTUAL COOPERATION

- 13.1. **City Cooperation in Performance.** City shall provide Consultant with all pertinent data, documents and other requested information as is reasonably available for the proper performance of Consultant's services under this Agreement.
- 13.2. **Consultant Cooperation in Defense of Claims.** If any claim or action is brought against City relating to Consultant's performance in connection with this Agreement, Consultant shall render any reasonable assistance that City may require in the defense of that claim or action.

14. NOTICES

Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on: (i) the day of delivery if delivered by hand, facsimile or overnight courier service during Consultant's and City's regular business hours; or (ii) on the third business day following deposit in the United States mail if delivered by mail, postage prepaid, to the addresses listed below (or to such other addresses as the parties may, from time to time, designate in writing).

If to City

Joanna Hankamer
City of South Pasadena
Planning & Community Dev
Department
1414 Mission Street
South Pasadena, CA 91030
Telephone: (626) 403-7240
Facsimile: (626) 403-7241

If to Consultant

Amy Vazquez, President
Sagecrest Planning + Environmental
2400 E. Katella Ave., Suite 800
Anaheim, CA 92806
Telephone: (714) 783-1863 x 705
Email: avazquez@sagecrestplanning.com

With courtesy copy to:

Teresa L. Highsmith, Esq.
South Pasadena City Attorney
Colantuono, Highsmith & Whatley, PC
300 South Grand Ave., Ste. 2700
Los Angeles, CA 90071-3137
Telephone: (213) 542-5700
Facsimile: (213) 542-5710

15. SURVIVING COVENANTS

The parties agree that the covenants contained in paragraph 5.11 (Records), paragraph 10.4 (Indemnification of CalPERS Determination), Section 11 (Indemnity), paragraph 12.8 (Claims-Made Policies), paragraph 13.2 (Consultant Cooperation in Defense of Claims), and paragraph 18.1 (Confidentiality) of this Agreement shall survive the expiration or termination of this Agreement, subject to the provisions and limitations of this Agreement and all otherwise applicable statutes of limitations and repose.

16. TERMINATION

- 16.1. **City Termination.** City may terminate this Agreement for any reason on -twenty calendar days' written notice to Consultant. Consultant agrees to cease all work under this Agreement on or before the effective date of any notice of termination. All City data, documents, objects, materials or other tangible things shall be returned to City upon the termination or expiration of this Agreement.
- 16.2. **Consultant Termination.** Consultant may terminate this Agreement for a material breach of this Agreement upon 30 days' notice.
- 16.3. **Compensation Following Termination.** Upon termination, Consultant shall be paid based on the work satisfactorily performed at the time of termination. In no event shall Consultant be entitled to receive more than the amount that would be paid to Consultant for the full performance of the services required by this Agreement. The City shall have the benefit of such work as may have been completed up to the time of such termination.
- 16.4. **Remedies.** City retains any and all available legal and equitable remedies for Consultant's breach of this Agreement.

17. INTERPRETATION OF AGREEMENT

- 17.1. **Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the State of California.
- 17.2. **Integration of Exhibits.** All documents referenced as exhibits in this Agreement are hereby incorporated into this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail. This instrument contains the entire Agreement between City and Consultant with respect to the transactions contemplated herein. No other prior oral or written agreements are binding upon the parties. Amendments hereto or deviations herefrom shall be effective and binding only if made in writing and executed on by City and Consultant.
- 17.3. **Headings.** The headings and captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and for convenience in reference to this Agreement. Should there be any conflict between such heading, and the section or paragraph thereof at the head of which it appears, the language of the section or paragraph shall control and govern in the construction of this Agreement.

- 17.4. **Pronouns.** Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution(s).
- 17.5. **Severability.** If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to the extent necessary to, cure such invalidity or unenforceability, and shall be enforceable in its amended form. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
- 17.6. **No Presumption Against Drafter.** Each party had an opportunity to consult with an attorney in reviewing and drafting this agreement. Any uncertainty or ambiguity shall not be construed for or against any party based on attribution of drafting to any party.

18. GENERAL PROVISIONS

- 18.1. **Confidentiality.** All data, documents, discussion, or other information developed or received by Consultant for performance of this Agreement are deemed confidential and Consultant shall not disclose it without prior written consent by City. City shall grant such consent if disclosure is legally required. All City data shall be returned to City upon the termination or expiration of this Agreement.
- 18.2. **Conflicts of Interest.** Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Consultant further agrees to file, or shall cause its employees or subcontractor to file, a Statement of Economic Interest with the City's Filing Officer if required under state law in the performance of the services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer, or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.
- 18.3. **Non-assignment.** Consultant shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without City's prior written consent, and any attempt to do so shall be void and of no effect. City shall not be obligated or liable under this Agreement to any party other than Consultant.

- 18.4. **Binding on Successors.** This Agreement shall be binding on the successors and assigns of the parties.
- 18.5. **No Third-Party Beneficiaries.** Except as expressly stated herein, there is no intended third-party beneficiary of any right or obligation assumed by the parties.
- 18.6. **Time of the Essence.** Time is of the essence for each and every provision of this Agreement.
- 18.7. **Non-Discrimination.** Consultant shall not discriminate against any employee or applicant for employment because of race, sex (including pregnancy, childbirth, or related medical condition), creed, national origin, color, disability as defined by law, disabled veteran status, Vietnam veteran status, religion, age (40 and above), medical condition (cancer-related), marital status, ancestry, or sexual orientation. Employment actions to which this provision applies shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; or in terms, conditions or privileges of employment, and selection for training. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, the provisions of this nondiscrimination clause.
- 18.8. **Waiver.** No provision, covenant, or condition of this Agreement shall be deemed to have been waived by City or Consultant unless in writing signed by one authorized to bind the party asserted to have consented to the waiver. The waiver by City or Consultant of any breach of any provision, covenant, or condition of this Agreement shall not be deemed to be a waiver of any subsequent breach of the same or any other provision, covenant, or condition.
- 18.9. **Excused Failure to Perform.** Consultant shall not be liable for any failure to perform if Consultant presents acceptable evidence, in City's sole judgment, that such failure was due to causes beyond the control and without the fault or negligence of Consultant.
- 18.10. **Remedies Non-Exclusive.** Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance from the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any or all of such other rights, powers or remedies.

18.11. **Attorneys' Fees.** If legal action shall be necessary to enforce any term, covenant or condition contained in this Agreement, the prevailing party shall be entitled to an award of reasonable attorneys' fees and costs expended in the action.

18.12. **Venue.** The venue for any litigation shall be Los Angeles County, California and Consultant hereby consents to jurisdiction in Los Angeles County for purposes of resolving any dispute or enforcing any obligation arising under this Agreement.

TO EFFECTUATE THIS AGREEMENT, the parties have caused their duly authorized representatives to execute this Agreement on the dates set forth below.

“City”
City of South Pasadena

“Consultant”
Sagecrest Planning + Environmental, Inc.

By: _____
Signature

By: _____
Signature

Printed: _____

Printed: _____

Title: _____

Title: _____

Date: _____

Date: _____

Attest:

By: _____
Evelyn G. Zneimer, City Clerk

Date: _____

Approved as to form:

By: _____
Teresa L. Highsmith, City Attorney

Date: _____

Exhibit A Scope of Services

1. Review, analyze, and process discretionary cases consistent with City codes, policies, and standards. Utilize City electronic and paper files to research previous and/or related cases. Sagecrest provides entitlement processing services for development applications and management of City-initiated projects that may require general plan amendments, specific plans, reclassifications, Conditional Use Permits, subdivision maps, variances, design review, annexations, and other discretionary and administrative actions. o Provide excellent customer service to the applicant and the City, while guiding the applicant through the entitlement process, timelines, technical studies, interdepartmental comments, revisions to the application, and the review and approval process. As team members utilize the City's historical files, Geographic Information Systems, permit tracking software, and zoning code to respond to inquiries at the public counter and to research entitlements.
2. Prepare environmental analysis, including, but not limited to, Initial Studies and Negative Declarations, as required by the California Environmental Quality Act (CEQA). Personnel provided will include planners who can prepare streamlining checklists, Initial Studies, (Mitigated) Negative Declarations, EIRs, Mitigation Monitoring and Reporting Programs, and all required CEQA notices. Christine Saunders, Director of Environmental Services, will be able to provide any needed CEQA technical support to the entire City and Sagecrest team.
3. Route plans to City departments; consolidate comments; and present recommendations and revisions to the applicant. Work with other departments to ensure consistency of comments. Prepare staff reports and presentations to citizen committees and decision-making bodies. Sagecrest planners are experienced project managers. Entitlement case processing generally entails routing plans to various City departments; consolidating comments; resolving internal inconsistencies; and presenting recommendations and revisions to the applicant. Once the application is complete, planners will write clear, concise, and accurate staff reports and manage the project through public outreach, reviews and approvals by staff, Planning Commission, any other required approval body, and the City Council.
4. Maintain communication with applicants, interested parties, property owners, homeowner associations, etc. Respond to inquiries about projects from residents and applicants.
5. Prepare notices for public meetings and hearings in accordance with City and CEQA requirements, and timely, clear, concise, and accurate public notices, whether for the

newspaper, posting on and/or near the project site and mailing notices to interested parties who may be affected by a proposed action.

6. Attend community meetings and public hearings, as required, and present reports to various Boards, Commissions, and the City Council.

7. Manage the project schedule in accordance with the City's adopted timelines; proactively manage assigned caseload to ensure that all projects stay on schedule and in accordance with the City's adopted timelines. Coordinate with various City departments for comments and building relationships with department representatives to ensure good communication and coordination is maintained throughout the life of each project.

8. Open, maintain and close electronic and paper files in accordance with City procedures. Proper records management and organization is crucial..

9. Review grading and building plans for consistency with discretionary approvals and environmental mitigation, if applicable. Plan checking is completed in accordance with conditions of approval associated with each discretionary approval and applicable codes, ordinances and standards adopted by the City.

10. Provide staff at the public information counter. Demonstrate skill and ability at reviewing City's historical files, zoning map, zoning code and other data and files to respond to inquiries at the public counter.

Exhibit B
Approved Fee Schedule

Sagecrest will perform consulting services based on the following breakdown of classification of hourly rates for key personnel:

Position	Hourly rate
Zoning Administrator	\$150.00
Principal Planner	\$140.00
Senior Planner	\$110.00
Associate Planner	\$100.00
Assistant Planner	\$80.00
Planning Technician	\$70.00
Planning Administration	\$60.00

Scope of Work will be primarily performed by a Senior Planner or an Associate Planner. Services regarding any other personnel must be preapproved by City Staff on each occasion.

CITY OF SOUTH PASADENA
EMPLOYMENT AGREEMENT
WITH ELIZABETH BAR-EL
TO PERFORM SPECIALIZED AND
TEMPORARY SERVICES
AS LONG RANGE PLANNING AND
ECONOMIC DEVELOPMENT
DIVISION MANAGER

This agreement is entered into November 4, 2020 by and between the CITY OF SOUTH PASADENA, a municipal corporation, hereafter referred to the “City” and Elizabeth Bar-El, hereafter referred to as “Employee”.

WHEREAS, with the impending temporary leave of the Long Range Planning and Economic Development Division Manager and the need to continue long range planning during this time to assist with the Housing Element Update (including an Inclusionary Housing Ordinance and Accessory Dwelling Unit Ordinance update), General Plan Update, draft Downtown Specific Plan and the AI Fresco Program, the City is in immediate need of a temporary employee to perform the services of the Long Range Planning and Economic Development Division Manager; and

WHEREAS, Elizabeth Bar-El possesses the requisite specialized skills and institutional knowledge needed by the City and is available to provide services as Interim Long Range Planning and Economic Development Division Manager during the temporary leave of the permanent Division Manager; and

WHEREAS, Elizabeth Bar-El, as a Public Employees Retirement System (“PERS”) annuitant, is limited in her ability to accept public employment pursuant to Government Code Sections 21224(A); and

WHEREAS, Elizabeth Bar-El is able to provide temporary services to the City of South Pasadena under the terms of this Agreement and within the constraints of Government Code Section 21224(a) as a PERS annuitant and City desires to hire Elizabeth Bar-El on these terms to provide specialized services of a limited duration, which is not anticipated to exceed four months.

NOW THEREFORE, in consideration of the above stated desires and the mutual covenants, terms and conditions, herein contained, the parties hereto mutually and freely agree as follows:

SECTION 1 – EMPLOYMENT CONDITIONS AND DUTIES

a. Employee is appointed by and shall serve at the pleasure of the Interim City Manager. Employee has performed her due diligence to confirm with PERS that she may accept this temporary appointment as a PERS annuitant.

b. The Employee shall be responsible for performing duties of the Interim Long Range Planning and Economic Development Division Manager position and other duties and special projects as assigned.

SECTION 2 – EMPLOYMENT TERM

a. The City agrees to employ Employee and Employee agrees to be employed and remain in the employment of the City for a term beginning December 1, 2020 and ending not later than March 31, 2021. This is an at-will position and Employee has no property interest in her position.

b. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the rights of the City to terminate the services of the Employee at any time during such employment terms or any renewal thereof subject to the provisions as set forth in this agreement.

c. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right to resign at any time from this position with the City, subject to the provisions as set forth in this agreement.

SECTION 3 – EMPLOYEE RESIGNATION

In the event the Employee terminates this Employment Agreement by voluntary resignation, in writing, before expiration of the employment terms or any renewal(s) thereof Employee shall not be entitled to any severance pay but shall be entitled to payment in full for consideration during pay period. In the event that the Employee voluntarily resigns this position before normal expiration date of the employment terms or any renewal she shall give the City at least ten (10) days advanced written notice unless the parties agree otherwise. The Employee, should she resign, shall be paid for any earned salary to which she is entitled as of the final day on City payroll.

SECTION 4 – EMPLOYMENT TERMINATION

Employee serves in an at-will capacity as Interim Long Range Planning and Economic Development Division Manager, assigned to assist the Planning Department and the Planning Director during the temporary leave of the permanent Long Range

Planning and Economic Development Division Manager. The City may terminate or remove the Employee with or without cause.

SECTION 5 – WORK HOURS

The Interim City Manager and/or Planning Director and Employee shall coordinate the work schedule based upon needs of the City.

SECTION 6 – SALARY

The City shall pay the Employee for all services rendered and worked pursuant to this agreement at \$60.36 per hour, which represents the annual salary of the Long Range Planning and Economic Development Division Manager position, divided by twelve months and divided again by 173.333, as required by Government Code Section 21224(a). Employee's salary will be paid on a bi-weekly basis in conformance with the City's established pay periods and pay days; although Employee is required by Government Code Sections 21224(a) to be compensated on an hourly basis, Employee is an FLSA exempt employee and is not entitled to overtime, even if her work week exceeds 40 hours. The Employee shall not receive benefits, incentives or compensation in lieu of benefits, sick leave, holiday, vacation pay or any other form of compensation in addition to the hourly rate during his employment under this employment agreement.

SECTION 7 – INDEMNIFICATION

If the employee is named as a party in litigation relating to Employee's actions or inactions as a City employee, the City shall defend Employee and pay any judgment which may be entered against Employee, consistent with the terms of applicable law including Government Code 810 et seq.

SECTION 8 – ENTIRE AGREEMENT AND AMENDMENTS

a. This agreement supersedes any and all other agreements between the parties hereto with respect to the employment of the Employee by the City and contains all of the covenants and agreements between the parties with respect to such employment. Each party to this Agreement acknowledges that no representations, inducement, promise, or agreements have been made by any party or anyone acting on behalf of any party orally or otherwise which are not embodied herein.

b. No other agreement, statement or promise not contained in this Agreement shall be valid or binding or shall be used in interpreting the meaning of this Agreement.

c. Amendments, modifications or changes may be made to this Agreement and

shall become effective on the date contained therein when executed in writing and mutually signed by both parties to this Agreement.

d. This Agreement and any amendments, modifications or changes thereto shall be binding upon the City during its term.

e. This Agreement and any amendments, modifications or changes thereto shall be binding upon the Employee and inure to the benefit of the heirs at law and executors of the Employee.

SECTION 9 – SEVERABILITY

If any provision or any portion hereof is held to be unconstitutional invalid or unenforceable, the remainder to this Agreement or portion thereof shall be deemed severable, shall not be affected, and shall remain in full force and effect.

"EMPLOYEE"



Elizabeth Bar-El

"CITY"

Sean Joyce, Interim City manager

ATTEST:

Evelyn G. Zneimer, City Clerk
(seal)

Regular City Council Meeting
E-mail Public Comment 11/04/2020

AGENDA ITEM NO. 13

Public Hearing:

**Adoption of an Urgency Ordinance Establishing a
45-day Moratorium on Evictions for Substantial
Remodels and discussion of Tenant Relocation Fees**

1. Ed Elsner
2. Danielle Leidner-Peretz
3. Matt Buck
4. Nicholas Taylor
5. Ella Hushagen

From: Ed Elsner [REDACTED] >
Sent: Sunday, November 1, 2020 11:03 AM
To: Joanna Hankamer <jhankamer@southpasadenaca.gov>
Cc: Sean Joyce <sjoyce@southpasadenaca.gov>; Lucy Demirjian <ldemirjian@southpasadenaca.gov>;
CCO <cco@southpasadenaca.gov>
Subject: Letter in Support of Temporary Eviction Moratorium (Resending with Attachment)

CAUTION: This email originated from outside of the City of South Pasadena. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Ms. Hankamer,

Attached please find correspondence in support of the proposed temporary moratorium on "substantial remodel" evictions, including suggested revisions to help achieve the goals of the proposed ordinance and also to help ensure that it is enforceable.

Thank you and the City Council for considering this important protection for South Pasadena tenants.

Edward J. Elsner
Attorney



Bet Tzedek Legal Services



CONFIDENTIALITY: This electronic transmission and any attached documents may contain confidential information which is legally privileged. The information is intended for the use of the recipient named above ONLY. If you receive this transmission in error, please notify the sender identified above by telephone and permanently delete the file from your computer(s). You are hereby notified that any disclosure, copying, distribution, or the taking of any action in reliance on the contents of this information is strictly prohibited.



November 1, 2020

Joanna Hankamer, Director
Planning and Community Development
Planning and Building Department
City of South Pasadena
1414 Mission St.
South Pasadena, CA 91030
VIA EMAIL (jhankamer@southpasadenaca.gov) ONLY

Re: Urgency Ordinance Establishing a 45-Day Moratorium on “Substantial Remodel” Evictions (Item no. 13, City Council Regular Meeting, November 4, 2020)

Dear Ms. Hankamer:

I'm writing to express support for the proposed urgency ordinance establishing a temporary moratorium on residential evictions based on demolition or substantial remodeling, as set forth at pages 13-7 through 13-10 of the [agenda packet](#) for the regular City Council meeting on November 4th. My office represents several South Pasadena tenants who would be protected by the ordinance and who are thankful for the City's consideration of the ordinance.

I would also like to suggest clarifying language that would help discourage bad faith claims of substantial remodeling as a pretext to evict tenants in good standing, and also ensure that the temporary moratorium is enforceable.

As written, Section 2. of the draft ordinance is a bit unclear about when the landlord must obtain building permits and provide copies of the issued permits and details about the scope of work. Clarity about timing will help deter bad actors and ensure that tenants are given meaningful information at the earliest opportunity (i.e., when the termination notice is served).

To that end, the first suggestion is to clarify that the landlord must obtain building permits before serving the notice of termination of tenancy; that the landlord must serve copies of the issued permits along with the notice; and that details about the scope of work must be stated in the notice itself.

Bet Tzedek Legal Services 3250 Wilshire Blvd. 13th Floor Los Angeles, CA 90010-1577
main: (323) 939-0506 • fax: (213) 471-4568 • www.bettzedek.org

Second, it would help to state that the temporary moratorium broadly applies to all notices of termination of tenancy based on demolition or substantial remodeling, and all unlawful detainer actions based on such notices, if a judgment for possession has not yet been entered in court.

Third, the draft ordinance requires the landlord to provide written details of “why the [demolition or substantial remodeling] work cannot be completed within 30 days.” However, the applicable standard is not how long it will take for the work to be completed, but whether the work “requires the tenant to vacate the residential real property for at least 30 days.” [Civ. Code §1946.2\(b\)\(2\)\(D\)\(ii\)](#).

Fourth, under the recently-enacted [COVID-19 Tenant Relief Act of 2020](#), evictions based on demolition or substantial remodeling are currently permitted only if necessary to maintain compliance with laws governing the habitability of residential rental units. [Code Civ. Proc. §1179.03.5.\(a\)\(3\)\(A\)\(ii\)](#).¹ The proposed ordinance should expressly incorporate this significant restriction.

Last, the just cause eviction provisions of [AB 1482](#) (as set forth in [section 1946.2](#) of the Civil Code) should be adopted word-for-word in the urgency ordinance.² This is because (1) residential real property cannot be subject to both a local just cause ordinance and section 1946.2, and (2) a local ordinance which is less protective than section 1946.2 “shall not be enforced unless [section 1946.2] is repealed.” [Civ. Code §§1946.2\(g\)\(2\), \(3\)](#). Adopting AB 1482’s just cause eviction provisions would not be controversial, as these provisions already apply by default in South Pasadena in the absence of a local just cause ordinance.

The following is a suggested revision of the temporary eviction moratorium (i.e., Section 2. of the proposed urgency ordinance):

Section 2. Owners of residential real property shall not evict any tenant within the City of South Pasadena based on intent to demolish or to substantially remodel the residential real property, as defined in subparagraph [section 1946.2\(b\)\(2\)\(D\)](#) of the Civil Code, unless:

(a) The demolition or substantial remodeling is necessary to maintain compliance with applicable laws governing the habitability of residential rental units, including but not limited to [section 1941.1](#) of the Civil Code;

¹ The habitability restriction is in effect through January 31, 2021. [Code Civ. Proc. §1179.03.5\(a\)](#). It should also be noted that the COVID-19 Tenant Relief Act of 2020 extends AB 1482’s just cause eviction protection to all residential tenants through that date, without exception based on duration of occupancy or type of residential real property. [Code Civ. Proc. §§1179.02.\(h\), 1179.03.5.\(a\)\(3\)](#).

² See, for example, Long Beach Ordinance no. [ORD-20-2007](#). The Long Beach ordinance combined the AB 1482 provisions with the additional local protections, but it may be cleaner to adopt the AB 1482 provisions in one section of the proposed urgency ordinance and the temporary moratorium in another.

- (b) The owner has obtained all necessary permits for the demolition or substantial remodeling from all applicable government agencies;
- (c) Copies of all issued permits are attached to and served concurrently with the notice terminating the tenancy; and
- (d) The notice terminating the tenancy includes a detailed written statement of:
 - (1) The scope of the substantial remodeling or demolition work;
 - (2) Why the work cannot be reasonably accomplished in a safe manner with the tenant in place;
 - (3) Why the work requires the tenant to vacate the residential real property for at least 30 days; and
 - (4) Why the work is necessary to maintain compliance with applicable laws governing the habitability of residential rental units.

“Owner” and “residential real property” have the same meaning as those terms are defined at [section 1946.2\(i\)\(1\)](#) of the Civil Code.

“Evict” includes serving a notice of termination of tenancy, and filing and prosecuting an unlawful detainer action based on such notice.

The provisions of this section shall apply to all residential real property where a notice of termination of tenancy based on intent to demolish or to substantially remodel the residential real property has been served prior to, as of, or after the effective date of this urgency ordinance, but where a judgment for possession has not been entered in an unlawful detainer action as of the effective date of this urgency ordinance.

Thank you again for your consideration and for the City’s support of these important protections for South Pasadena tenants.

Sincerely,

Edward J. Elsner

Edward J. Elsner
Attorney

Cc: Sean Joyce, Interim City Manager (sjoyce@southpasadenaca.gov)
Lucy Demirjian, Assistant to City Manager (ldemirjian@southpasadenaca.gov)
South Pasadena City Council (cco@southpasadenaca.gov)

From: Danielle Peretz [REDACTED]
Sent: Monday, November 2, 2020 2:44 PM
To: Robert Joe <rjoe@southpasadenaca.gov>; Diana Mahmud <dmahmud@southpasadenaca.gov>; Michael Cacciotti <mcacciotti@southpasadenaca.gov>; Dr. Richard Schneider - Personal <Rdschneider0@yahoo.com>; Stephen Rossi <srossi@southpasadenaca.gov>; City Council Public Comment <ccpubliccomment@southpasadenaca.gov>
Cc: Daniel Yukelson [REDACTED]
Subject: [BULK] November 4th South Pasadena City Council Meeting - Agenda Item 13
Importance: Low

CAUTION: This email originated from outside of the City of South Pasadena. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good Afternoon, Hon. Mayor Robert S. Joe and Members of the South Pasadena City Council;

Attached for your review is a letter submitted by the Apartment Association of Greater Los Angeles (AAGLA or Association) regarding agenda item 13, scheduled for discussion at the November 4th City Council Meeting.

Thank you for your time and consideration.



Danielle Leidner-Peretz
Director, Government Affairs & External Relations
Apartment Association of Greater Los Angeles

[REDACTED]

www.AAGLA.org

[Twitter](#)

[Facebook](#)

The Voice of Multifamily Housing Since 1917 ©



“Great Apartments Start Here!”

Danielle Leidner-Peretz
Director, Government Affairs &
External Relations



November 2, 2020
Via Electronic Mail

Hon. Mayor Robert S. Joe and
Members of the South Pasadena City Council
Council Chamber
1424 Mission Street
South Pasadena, California 91030

Re: Public Hearing – Adoption of an Urgency Ordinance Establishing a 45-day Moratorium on Evictions for Substantial Remodels and Discussion of Tenant Relocation Fees (Agenda Item 13)

Dear Hon. Mayor Robert S. Joe and Members of the South Pasadena City Council;

At the November 4th City Council meeting, the Council will consider adoption of an urgency ordinance establishing a 45-day moratorium on eviction for substantial remodels and discussion of renter relocation fees. The Apartment Association of Greater Los Angeles (AAGLA or Association) has concerns and urges the City Council to consider the issues raised in this letter as it deliberates on this matter. As limited information was provided relative to relocation fees, the Association reserves providing feedback on this issue for a later time.

The proposed ordinance would impose burdensome requirements on rental housing providers with properties subject to Assembly Bill 1482 – the statewide rent control and renter protection law, when seeking to terminate a tenancy for “no-fault” in order to substantially remodel a rental property in accordance with the State law. The proposed moratorium would, prior to issuance of an eviction notice of substantial remodel or demolition, require owners to first obtain necessary permits and provide copies of these permits to their renters along with “a written detailed account of the scope of the work, why the work cannot be reasonably accomplished in a safe manner with the tenant in place, and why the work cannot be completed within 30 days.”

While the stated objective of the proposed ordinance is to provide renters with additional protections and to address “an unintended loophole for property owners to make claims that they are conducting substantial remodels as a justification to evict no-fault tenants,” we do not believe that the City has the authority to modify the specific provisions of the State law and that the City is preempted from adopting the proposed ordinance.

Putting aside whether the City has authority to regulate this matter by modifying State law, the proposed ordinance fails to account for the administrative issues associated with requiring procurement of permits prior to the issuance of the tenancy termination notice. Requiring issuance of permits before moving forward with a tenancy termination can result in significant delays in what may be much needed or required unit rehabilitation. Extended delays can also lead to permit expiration and the need for the owner to obtain



“Great Apartments Start Here!”

an extension on a costly permit or permits in order to initiate the planned renovation.

Permits are costly and are provided for a limited time period only, typically for an initial 6-month period. An owner, who is also required to provide the renter with 60 days’ notice of lease termination, would only be left with a valid permit period of 4 months. If any issues arise and the renter refuses to vacate the unit, it may take the remainder of the permit period to resolve the matter. The owner would then be required to seek an extension of the permits in order to proceed with the planned renovations. At minimum, we urge the Council to limit the scope of the requirement to “material permits” and with a clear definition of the permits that would need to be included with the tenancy termination notice, and to require that copies of such permits be provided on or before expiration of a 60-day notice period rather than at the time of providing the notice of termination to the renters.

It is also important to emphasize that under the current State law, if an owner fails to comply with State law’s provisions, the no-fault termination is rendered void and the owner may also be subject to punitive damages. In addition, the owner may be subject to litigation initiated by his or her renters. These existing renter protections serve to discourage the likelihood that an owner would issue a baseless notice with no intention to renovate the property. Further, no data has been provided by the City that reflects the existence of a widespread issue warranting placement of additional obligations on rental property owners.

State law has effectively balanced the objectives of providing renter protections while recognizing the vital importance of upgrading the State’s rapidly aging housing stock. We ask that the City Council consider the existing renter protections under Assembly Bill 1482, and the likelihood of unintended consequences that will result should this proposed ordinance be advanced, including potentially hindering essential rehabilitation of the City’s aging housing or unnecessarily increasing the costs of needed renovations.

We urge the Council to seek workable solutions that will encourage revitalization of the City’s aging housing stock and not ones that may led to its further deterioration. Thank you for your time and consideration of these matters. If you have any questions, please call me at (213) 384-4131; Ext. 309 or contact me via electronic mail at danielle@aagla.org.

Very truly yours,

Danielle Leidner-Peretz

Danielle Leidner-Peretz

From: Matt Buck [REDACTED]
Sent: Tuesday, November 3, 2020 4:02 PM
To: Maria Ayala <mayala@southpasadenaca.gov>
Cc: Fred Sutton [REDACTED]; Robert Joe <rjoe@southpasadenaca.gov>; Diana Mahmud <dmahmud@southpasadenaca.gov>; Dr. Richard Schneider - Personal [REDACTED]
Stephen Rossi <srossi@southpasadenaca.gov>; Michael Cacciotti <mcacciotti@southpasadenaca.gov>
Subject: CAA Letter RE: 45 Day Urgency Eviction Moratorium

CAUTION: This email originated from outside of the City of South Pasadena. Do not click links or open attachments unless you recognize the sender and know the content is safe.



California Apartment Association
Los Angeles County
[REDACTED]

November 3, 2020

Mayor Joe & City Council
City of South Pasadena
VIA Email

Re: 45-day Moratorium on Evictions for Substantial Remodels

Dear Honorable Mayor and City Council:

The California Apartment Association represents local housing providers, operators and suppliers along with business owners and real estate industry experts who are involved with a range of rental properties from those that offer single-family residences to large apartment communities. Our members provide a majority of the affordable housing throughout Los Angeles County.

On behalf of our members, we ask that you reject the urgency ordinance establishing a 45-day moratorium on evictions for substantial remodels. State law already provides tenant protections related to substantial remodeling under AB 1482 and are prohibited through emergency actions enacted under AB 3088.

- AB 3088 creates an emergency prohibition on termination of tenancy due to substantial remodel unless for health and safety reasons.
- Under AB 1482, tenants who have lived in a rental unit more than 12 months cannot be removed without cause.
- AB 1482 provisions that govern "substantial remodels" are limited to very specific scenarios which require a permit from a government agency.
- AB 1482 requires landlords to make arrangement for tenants to move out temporarily when a tenant has to vacate less than 30 days for substantial remodel. The tenant will return to the unit once work is completed.
- In rare cases when a tenant must vacate a unit permanently due to substantial remodeling taking more than 30 days to complete, the landlord is required to pay tenant relocation assistance.

There has been no report or analysis regarding issues surrounding lease terminations due to substantial remodeling in the city. CAA urges the City to partner with housing experts and organizations to discuss this issue. There are solutions that won't hurt our housing stock or our communities while assisting those in need. Please do not hesitate to contact us with any questions and thank you for your consideration.

Sincerely,

Matthew Buck
California Apartment Association
[REDACTED]

Matthew Buck - Vice President of Public Affairs
California Apartment Association



*CAA is your partner in the rental housing industry.
[Find out how we're working for you.](#)*

From: Nicholas Taylor [REDACTED]
Sent: Wednesday, November 4, 2020 1:40 PM
To: CCO <cco@southpasadenaca.gov>; City Council Public Comment <ccpubliccomment@southpasadenaca.gov>
Cc: Anne Bagasao [REDACTED]; Karen C Taylor [REDACTED]
Subject: Urgency Eviction Ordinance, November 4th, City Council Agenda, item 13

CAUTION: This email originated from outside of the City of South Pasadena. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Mayor and City Council of South Pasadena:

Attached please see the letter signed by myself, Nicholas Taylor, and my wife, Karen Taylor, South Pasadena residents. We request your consideration of adoption of a just cause ordinance to protect tenants from eviction by passing a 30 day moratorium on residential evictions, allowing staff an additional two weeks to develop an ordinance for your consideration at the November 18th City Council meeting.

Attached are our letter and the draft ordinance for adoption on November 18th.

Thank you for your kind consideration of this important matter.

Sincerely,

nick & karen taylor

November 4, 2020

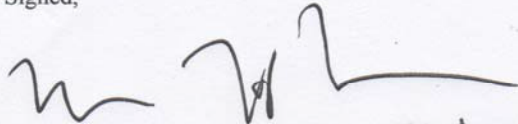
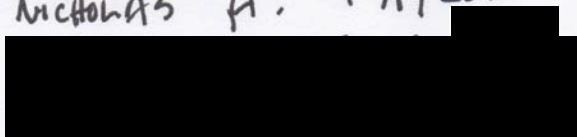
General Public Comment Re: Item 13, Urgency Ordinance Establishing an Interim Moratorium on Evictions of Residential Tenancies Due To Substantial Remodeling



We were heartened to see so much support in the community and among the Councilmembers for strengthened tenant protections at the October 21, 2020 Council meeting. We appreciate the City's need to develop a durable and protective just cause ordinance, one that addresses shortfalls in AB 1482. However, we urge the City to move quickly to protect tenants. We support an ordinance to pass a 30-day moratorium on residential evictions to allow staff an additional two weeks to develop an ordinance for the Council's consideration at the November 18, 2020 Council meeting. This ensures a fair process and allows the same Council that agendized the item to vote on its adoption.

We know that eviction moratoria at the local, state and federal level are not enough to stop landlords from initiating eviction proceedings. Often, invalid eviction notices are enough to drive tenants out of their units. Tenants are at risk of eviction each month that goes by while the pandemic and recession drag on, without federal stimulus, and without robust protections in the City of South Pasadena to prevent gamesmanship by landlords.

We encourage City staff and Councilmembers to seriously consider the draft ordinance submitted with our comment for adoption at the November 18, 2020 Council meeting.

Signed,


NICHOLAS H. TAYLOR



Karen C. Taylor




City Council Agenda Report

ITEM NO. 13

DATE: November 4, 2020

FROM: Sean Joyce, Interim City Manager

PREPARED BY: Joanna Hankamer, Director of Planning and Community Development
Lucy Demirjian, Assistant to the City Manager

SUBJECT: **Adoption of an Urgency Ordinance Establishing a 45-day Moratorium on Evictions for Substantial Remodels and Discussion of Tenant Relocation Fees**

Recommendation

It is recommended that the City Council:

1. Adopt an Urgency Ordinance to establish a 45-day moratorium on evictions for substantial remodels;
2. Direct staff to study the issue and develop an ordinance to be adopted prior to the expiration of the moratorium; and
3. Provide direction regarding tenant relocation fees.

Commission Review and Recommendation

On October 13, 2020, the Planning Commission received 6 written and 14 verbal public comments requesting the adoption of an urgency ordinance to provide tenant protections from evictions. Based on the comments received the Planning Commission recommended that tenant and landlord outreach be conducted to provide an understanding of recent state laws.

Discussion/Analysis

On January 1, 2020, the California Tenant Protection Act of 2019 (AB 1482) established an annual rent increase cap of 5% plus inflation or 10%, whichever is lower, and prohibits evictions without just cause. However, AB 1482 allows owners to issue no-fault termination of tenancies for the following reasons:

- Intent to occupy the residential real property by the owner;
- Withdrawal of the residential real property from the rental market;
- An order issued by a government agency; or
- Intent to demolish or to substantially remodel the residential real property.

The limited definition of “substantial remodel” as outlined by state law (CA Civil Code § 1946.2); includes:

“the replacement or substantial modification of any structural, electrical, plumbing, or mechanical system that requires a permit from a governmental agency, or the abatement

Urgency Ordinance 45-day Moratorium on Evictions for Substantial Remodels

November 4, 2020

Page 2 of 4

of hazardous materials, including lead-based paint, mold, or asbestos, in accordance with applicable federal, state, and local laws, that cannot be reasonably accomplished in a safe manner with the tenant in place and that requires the tenant to vacate the residential real property for at least 30 days. Cosmetic improvements alone, including painting, decorating, and minor repairs, or other work that can be performed safely without having the residential real property vacated, do not qualify as substantial rehabilitation.”

Residents have expressed concerns that AB 1482 does not explicitly require owners to: (1) obtain the necessary permits associated with the substantial remodel prior to serving a Notice of Termination; or (2) include information in the Notice of Termination regarding the type and scope of work to be performed; why the work cannot be completed with the tenant in place; or why the work cannot be completed within 30 days. This has created an unintended loophole for property owners to make claims that they are conducting substantial remodels as a justification to evict no-fault tenants.

The City has the authority under Civil Code Section 1946.2(g)(1)(B) to adopt a local ordinance, as long as findings are made that the ordinance is consistent with the terms of AB 1482 and that the provisions of the local ordinance are more protective in the areas of (i) further limits to the reasons for just cause eviction, (ii) higher relocation assistance amounts or (iii) additional tenant protections not prohibited by other provisions of law. The cities of Inglewood, Long Beach, Los Angeles and the County of Los Angeles have adopted local ordinances that include additional requirements to address this loophole.

Jurisdiction	Local Ordinance
Inglewood	<ul style="list-style-type: none">• Requires owners to obtain all necessary permits for the substantial remodel prior to issuing a notice of termination
Long Beach	<ul style="list-style-type: none">• Requires owners to obtain all necessary permits for the substantial remodel prior to issuing a notice of termination• Requires notices to include a copy of all issued permits and reasonably detailed information regarding the scope work and reasons why the work requires the tenant to vacate
Los Angeles	<ul style="list-style-type: none">• Requires owners to obtain all necessary permits for the substantial remodel prior to issuing a notice of termination• Requires notices to include a copy of all issued permits and reasonably detailed information regarding the scope work and reasons why the work requires the tenant to vacate
County of Los Angeles	<ul style="list-style-type: none">• Limits no-fault evictions to occupancy by the owner, withdrawal of the property from the rental market, and compliance with a government order.

The City also has the authority to enact an urgency ordinance pursuant to Article XI, Section 7, of the California Constitution, and Government Code Section 36937. On October 21, 2020, the City Council requested that an urgency ordinance be brought to the City Council for consideration to address public concerns regarding no-fault evictions. To have the urgency

Urgency Ordinance 45-day Moratorium on Evictions for Substantial Remodels

November 4, 2020

Page 3 of 4

ordinance placed on the November 4, 2020 agenda, a published public notice a minimum of 10 days prior to consideration of the ordinance was required to be submitted by October 19 (two days prior to the date of the City Council meeting at which this matter was discussed) for publication on October 23, 2020. Staff did not have the adequate time to prepare the staff report and ordinance and also publish the required 10-day public notice. For this reason, staff recommends adopting a 45-day moratorium pursuant to the authority under Government Code Section 65858 for no-fault evictions for substantial remodels as an interim measure. This will allow time for staff to develop an ordinance (including an urgency ordinance under the authority of Government Code Section 36937), with additional direction from Council, for adoption during a subsequent City Council meeting but before the expiration of the 45-day moratorium. The urgency ordinance establishing a moratorium does not require a 10-day public notice.

Tenant Relocation Fees

AB 1482 establishes that tenants evicted as a result of no-fault just cause are entitled to relocation assistance or rent waiver equal to “one month of the tenant’s rent that was in effect when the owner issued the notice to terminate the tenancy. Any relocation assistance shall be provided within 15 calendar days of service of the notice.”

To provide residents with additional support, the City may consider additional relocation assistance above and beyond those established in AB 1482. We know that the cities of Pasadena, Los Angeles, and West Hollywood have established tenant relocation programs that extend beyond the protections offered by AB 1482. Beyond any additional relocation support, the City will need to consider the scope of such support, e.g., whether it applies to all types of “no fault” just cause evictions, or whether it should be limited only to taking a unit off the rental market (through demolition or owner or family occupancy).

Jurisdiction	Requirements
Pasadena	<ul style="list-style-type: none"> • Relocation fee is 2.5 times the monthly Fair Market Rent as published by the U.S. Department of Housing and Urban Development. • Landlord shall also pay moving allowance of \$1,338 for adult households, or \$4,033 for senior, disabled households or households with dependents
Los Angeles (rent control city)	<ul style="list-style-type: none"> • Qualified tenants (62 years or older, handicapped, or disabled, or who have one or more minor dependent children) are entitled to receive between \$17,050 and \$21,900 depending on the length of tenancy, income level, and rental property type. • All other tenants are eligible, and they are entitled to receive between \$8,450 and \$11,500. These amounts are paid per unit, not per tenant.
West Hollywood (rent control city)	<ul style="list-style-type: none"> • Relocation fees based on number of bedrooms/unit (0 bedroom = \$7,840, 3 or more = \$19,679) • Two exemptions – based on income, age, or disability <ul style="list-style-type: none"> ○ Qualified Tenant (62 years or older, handicapped, or disabled, or who have one or more minor dependent children): \$20,754 ○ Lower Income Tenant: \$26,134

Background

On October 8, 2019, Governor Newsom signed Assembly Bill 1482 (AB 1482, Chiu), also known as the Tenant Protection Act of 2019. AB 1482 included the following provisions:

- Prevent property owners from terminating a tenancy without just cause;
- Require property owners to provide the tenant with an opportunity to correct violations before being terminated for cause;
- Require property owners to provide tenants relocation assistance limited to one month's rent, if residency is terminated for certain specified "no fault" just cause reasons, which include the ability of the owner to perform substantial rehabilitation on a unit, or to take it off the market entirely for occupancy by the owner or owner's family; and
- Prevent property owners from increasing rent over the course of any 12-month period more than five percent plus the rate of inflation, or 10 percent, whichever is lower; this restriction requires the rent in existence as of March 1, 2019 as the "base rent" of a tenant remaining in the unit after January 1, 2020 for purposes of calculating an annual rent increase.

In October 2019, Council learned of several tenants facing unexpected eviction or rent increases, likely resulting from the new State law, which prompted many landlords to pre-emptively increase rent or evict tenants prior to the new law going into effect on January 1, 2020. In response, the City Council adopted an urgency ordinance (Ordinance No. 2334) to temporarily establish just cause for termination of tenancies until the state law became effective.

As part of ongoing efforts to address concerns related to housing and tenant protections the City hosted a series of workshops in Fall 2019 regarding housing initiatives; including tenant protections (relocation assistance program and occupancy inspection program); Accessory Dwelling Units; and Inclusionary Housing. The City continues to provide education and information on fair housing laws for landlords and tenants through the Housing Right Center; the next housing workshop is scheduled for Thursday, November 5, 2020.

Next Steps

1. Staff will develop an ordinance, with further direction received from Council, and bring back an item within 45 days or less to 1) lift the 45-day eviction moratorium and 2) adopt an urgency ordinance establishing enhanced no-fault eviction requirements for substantial remodels and demolitions, including permitting requirements.
2. Staff will provide a study, required by Government Code Section 65858, regarding options for additional relocation benefits, seeking direction from Council regarding any additional tenant protections, to enable staff to bring back any additional ordinance establishing further tenant protections as directed by the City Council.

Legal Review

The City Attorney has reviewed this item.

Fiscal Impact

There is no fiscal impact with the adoption of an ordinance establishing a moratorium. Staff time will be necessary in studying the issue and developing an ordinance to establish enhanced no-fault eviction requirements.

Public Notification of Agenda Item

The public was made aware that this item was to be considered this evening by virtue of its inclusion on the legally publicly noticed agenda, posting of the same agenda and reports on the City's website and/or notice in the *South Pasadena Review* and/or the *Pasadena Star-News*.

Attachments

1. Urgency Ordinance establishing a 45-day moratorium on evictions for substantial remodels
2. Assembly Bill No. 1482
3. Proposed ordinance from October 21, 2020 public comment

Attachment 1

ORDINANCE NO. ____

**AN URGENCY ORDINANCE OF THE CITY COUNCIL OF THE
CITY OF SOUTH PASADENA, CALIFORNIA,
ESTABLISHING AN INTERIM MORATORIUM ON EVICTIONS
OF RESIDENTIAL TENANCIES DUE TO SUBSTANTIAL
REMODELLING OR DEMOLITION OF THE UNIT IN THE
CITY OF SOUTH PASADENA, AND DECLARING THE
URGENCY THEREOF**

WHEREAS, effective January 1, 2020, Assembly Bill 1482 (2019-2020, the “Tenant Protection Act of 2019”), established state-wide just cause eviction protections intended to “help families afford to keep a roof over their heads, and...will provide California with important new tools to combat our state’s broader housing and affordability crisis.”

WHEREAS, the eviction protections of AB 1482 allow for a “no fault” just cause eviction of a tenant where the property owner intends to demolish or remodel the unit requiring the tenant to vacate for a minimum of 30 days; and

WHEREAS, tenants of residential real property in South Pasadena have recently reported that the evictions for alleged purposes of substantial remodeling have been served by property owners who have not substantiated the eviction with building permits or other appropriate notice, thereby taking advantage of an unintended loophole for property owners to make unwarranted claims that they are conducting substantial remodels to issue no-fault eviction notices; and

WHEREAS, without a temporary moratorium on evictions for purposes of “substantial remodeling” or demolition of the unit, tenants will suffer harm which is not adequately addressed by the one month of relocation benefits required under AB 1482 and the City will suffer immediate harm in the loss of a dwelling unit in the case of intended demolition; and

WHEREAS, the City Council finds that an urgency measure is necessary and essential to prevent the irreparable injury tenants would suffer due to the unintended loophole in AB 1482; and

WHEREAS, the City Council finds that an urgency measure is necessary and essential to further the important interests of the State in passing of AB 1482, which law the City supports; and

WHEREAS, the City Council desires to adopt an urgency ordinance to establish no-fault termination of tenancy provisions that are more protective than Civil Code Section 1946.2, which may include a) additional procedures to justify an intended “substantial remodel,” or demolition, including the requirement to obtain permits prior to issuing a Notice of Termination, and b) additional relocation benefits in excess of one month’s rent; and

WHEREAS, these issues constitute a current and immediate threat to the public health, safety and welfare, within the meaning of Government Code Section 65858; and

WHEREAS, for reasons set forth above, this ordinance is declared by the City Council to be necessary for immediate preservation of the public peace, health, and safety, and the recitals above taken together constitute the City Council's statements of the reasons constituting such necessity and urgency.

WHEREAS, adoption of this ordinance is exempt from review under the California Environmental Quality Act ("CEQA") pursuant to the following, each a separate and independent basis: CEQA Guideline section 15183 ("Action Consistent with the General Plan and Zoning"); section 15378 ("No Project"); and section 15061(b)(3) ("No Significant Environmental Impact").

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA, CALIFORNIA, DOES HEREBY ORDAIN AS FOLLOWS:

Section 1. The emergency findings set forth in the Recitals above are true and correct and incorporated by reference into this ordinance.

Section 2. As of October 21, 2020, no eviction of any tenant within the City of South Pasadena for reasons of vacation of the unit for the purpose of substantial remodel or demolition as defined by 1946.2(b)(2)(D)(ii), shall be effective unless building permits were first secured from the City of South Pasadena, and the tenant was provided with copies of the building permit(s) and a written detailed account of the scope of work, why the work cannot be reasonably accomplished in a safe manner with the tenant in place, and why the work cannot be completed within 30 days.

Section 3. City staff shall promptly commence studies they may deem necessary and appropriate to make a recommendation to the City Council regarding an amendment to the City's Municipal Code regarding additional tenant protections pertaining to just cause evictions, the amount and scope of relocation benefits paid to tenants evicted for "no fault" just cause, which are more protective than as provided by AB 1482. Pursuant to Government Code Section 65858(d), City staff shall prepare and submit for City Council adoption at least 10 days prior to the expiration of this interim ordinance or any extension hereof, a written report describing the measures taken to alleviate the conditions which lead to the adoption of this interim ordinance.

Section 4. CEQA. The City Council hereby finds and determines that this ordinance is not subject to the requirements of the California Environmental Quality Act ("CEQA"), pursuant to CEQA Guideline section 15183 ("Action Consistent with General Plan and Zoning"); section 15378 ("No Project"), and section 15061(b)(3) ("No Significant Environmental Impact").

Section 5. Severability. If any section, subsection, sentence, clause, or phrase of this ordinance is for any reason held by a court of competent jurisdiction to be invalid, or otherwise not in force or effect, such decision shall not affect the validity, force, or effect, of the remaining portions of this ordinance. The City Council declares that it would have adopted this ordinance

and each section, subsection, sentence, clause, and phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared invalid or otherwise not in force or effect.

Section 6. Immediate Effect. This ordinance is adopted by a 4/5 vote of the South Pasadena City Council, and shall take effect immediately upon its adoption as provided by Government Code Section 65858, and shall be of no further force at 11:59 p.m. on December 18, 2020 (which is 45 days after adoption) unless extended or terminated by further action of the City Council.

Section 7. Certification. The City Clerk shall certify to the passage and adoption of this Ordinance and shall cause the same to be published or posted according to law.

PASSED, APPROVED, and ADOPTED ON this 4th day of November, 2020.

Robert S. Joe, Mayor

ATTEST:

APPROVED AS TO FORM:

Evelyn G. Zneimer, City Clerk
(seal)

Teresa L. Highsmith, City Attorney

Date: _____

I HEREBY CERTIFY the foregoing resolution was duly adopted by the City Council of the City of South Pasadena, California, at a Regular Meeting held on the 4th day of November, 2020, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

Evelyn G. Zneimer, City Clerk

Attachment 2

Assembly Bill No. 1482

CHAPTER 597

An act to add and repeal Sections 1946.2, 1947.12, and 1947.13 of the Civil Code, relating to tenancy.

[Approved by Governor October 8, 2019. Filed with Secretary of State October 8, 2019.]

LEGISLATIVE COUNSEL'S DIGEST

AB 1482, Chiu. Tenant Protection Act of 2019: tenancy: rent caps.

Existing law specifies that a hiring of residential real property, for a term not specified by the parties, is deemed to be renewed at the end of the term implied by law unless one of the parties gives written notice to the other of that party's intention to terminate. Existing law requires an owner of a residential dwelling to give notice at least 60 days prior to the proposed date of termination, or at least 30 days prior to the proposed date of termination if any tenant or resident has resided in the dwelling for less than one year, as specified. Existing law requires any notice given by an owner to be given in a prescribed manner, to contain certain information, and to be formatted, as specified.

This bill would, with certain exceptions, prohibit an owner, as defined, of residential real property from terminating a tenancy without just cause, as defined, which the bill would require to be stated in the written notice to terminate tenancy when the tenant has continuously and lawfully occupied the residential real property for 12 months, except as provided. The bill would require, for certain just cause terminations that are curable, that the owner give a notice of violation and an opportunity to cure the violation prior to issuing the notice of termination. The bill, if the violation is not cured within the time period set forth in the notice, would authorize a 3-day notice to quit without an opportunity to cure to be served to terminate the tenancy. The bill would require, for no-fault just cause terminations, as specified, that the owner, at the owner's option, either assist certain tenants to relocate, regardless of the tenant's income, by providing a direct payment of one month's rent to the tenant, as specified, or waive in writing the payment of rent for the final month of the tenancy, prior to the rent becoming due. The bill would require the actual amount of relocation assistance or rent waiver provided to a tenant that fails to vacate after the expiration of the notice to terminate the tenancy to be recoverable as damages in an action to recover possession. The bill would provide that if the owner does not provide relocation assistance, the notice of termination is void. The bill would except certain properties and circumstances from the application of its provisions. The bill would require an owner of residential property to provide prescribed notice to a tenant of the tenant's rights under these

provisions. The bill would not apply to residential real property subject to a local ordinance requiring just cause for termination adopted on or before September 1, 2019, or to residential real property subject to a local ordinance requiring just cause for termination adopted or amended after September 1, 2019, that is more protective than these provisions, as defined. The bill would void any waiver of the rights under these provisions. The bill would repeal these provisions as of January 1, 2030.

Existing law governs the hiring of residential dwelling units and requires a landlord to provide specified notice to tenants prior to an increase in rent. Existing law, the Costa-Hawkins Rental Housing Act, prescribes statewide limits on the application of local rent control with regard to certain properties. That act, among other things, authorizes an owner of residential real property to establish the initial and all subsequent rental rates for a dwelling or unit that meets specified criteria, subject to certain limitations.

This bill would, until January 1, 2030, prohibit an owner of residential real property from, over the course of any 12-month period, increasing the gross rental rate for a dwelling or unit more than 5% plus the percentage change in the cost of living, as defined, or 10%, whichever is lower, of the lowest gross rental rate charged for the immediately preceding 12 months, subject to specified conditions. The bill would prohibit an owner of a unit of residential real property from increasing the gross rental rate for the unit in more than 2 increments over a 12-month period, after the tenant remains in occupancy of the unit over a 12-month period. The bill would exempt certain properties from these provisions. The bill would require the Legislative Analyst's Office to submit a report, on or before January 1, 2030, to the Legislature regarding the effectiveness of these provisions. The bill would provide that these provisions apply to all rent increases occurring on or after March 15, 2019. The bill would provide that in the event that an owner increased the rent by more than the amount specified above between March 15, 2019, and January 1, 2020, the applicable rent on January 1, 2020, shall be the rent as of March 15, 2019, plus the maximum permissible increase, and the owner shall not be liable to the tenant for any corresponding rent overpayment. The bill would authorize an owner who increased the rent by less than the amount specified above between March 15, 2019, and January 1, 2020, to increase the rent twice within 12 months of March 15, 2019, but not by more than the amount specified above. The bill would void any waiver of the rights under these provisions.

The Planning and Zoning Law requires the owner of an assisted housing development in which there will be an expiration of rental restrictions to, among other things, provide notice of the proposed change to each affected tenant household residing in the assisted housing development subject to specified procedures and requirements, and to also provide specified entities notice and an opportunity to submit an offer to purchase the development prior to the expiration of the rental restrictions.

This bill would authorize an owner of an assisted housing development, who demonstrates, under penalty of perjury, compliance with the provisions described above with regard to the expiration of rental restrictions, to

establish the initial unassisted rental rate for units without regard to the cap on rent increases discussed above, but would require the owner to comply with the above cap on rent increases for subsequent rent increases in the development. The bill would authorize an owner of a deed-restricted affordable housing unit or an affordable housing unit subject to a regulatory restriction contained in an agreement with a government agency limiting rental rates that is not within an assisted housing development to establish the initial rental rate for the unit upon the expiration of the restriction, but would require the owner to comply with the above cap on rent increases for subsequent rent increases for the unit. The bill would repeal these provisions on January 1, 2030. The bill would void any waiver of the rights under these provisions. By requiring an owner of an assisted housing development to demonstrate compliance with specified provisions under penalty of perjury, this bill would expand the existing crime of perjury and thus would impose a state-mandated local program.

The California Constitution requires the state to reimburse local agencies and school districts for certain costs mandated by the state. Statutory provisions establish procedures for making that reimbursement.

This bill would provide that no reimbursement is required by this act for a specified reason.

The people of the State of California do enact as follows:

SECTION 1. This act shall be known, and may be cited, as the Tenant Protection Act of 2019.

SEC. 2. Section 1946.2 is added to the Civil Code, to read:

1946.2. (a) Notwithstanding any other law, after a tenant has continuously and lawfully occupied a residential real property for 12 months, the owner of the residential real property shall not terminate the tenancy without just cause, which shall be stated in the written notice to terminate tenancy. If any additional adult tenants are added to the lease before an existing tenant has continuously and lawfully occupied the residential real property for 24 months, then this subdivision shall only apply if either of the following are satisfied:

(1) All of the tenants have continuously and lawfully occupied the residential real property for 12 months or more.

(2) One or more tenants have continuously and lawfully occupied the residential real property for 24 months or more.

(b) For purposes of this section, “just cause” includes either of the following:

(1) At-fault just cause, which is any of the following:

(A) Default in the payment of rent.

(B) A breach of a material term of the lease, as described in paragraph

(3) of Section 1161 of the Code of Civil Procedure, including, but not limited to, violation of a provision of the lease after being issued a written notice to correct the violation.

(C) Maintaining, committing, or permitting the maintenance or commission of a nuisance as described in paragraph (4) of Section 1161 of the Code of Civil Procedure.

(D) Committing waste as described in paragraph (4) of Section 1161 of the Code of Civil Procedure.

(E) The tenant had a written lease that terminated on or after January 1, 2020, and after a written request or demand from the owner, the tenant has refused to execute a written extension or renewal of the lease for an additional term of similar duration with similar provisions, provided that those terms do not violate this section or any other provision of law.

(F) Criminal activity by the tenant on the residential real property, including any common areas, or any criminal activity or criminal threat, as defined in subdivision (a) of Section 422 of the Penal Code, on or off the residential real property, that is directed at any owner or agent of the owner of the residential real property.

(G) Assigning or subletting the premises in violation of the tenant's lease, as described in paragraph (4) of Section 1161 of the Code of Civil Procedure.

(H) The tenant's refusal to allow the owner to enter the residential real property as authorized by Sections 1101.5 and 1954 of this code, and Sections 13113.7 and 17926.1 of the Health and Safety Code.

(I) Using the premises for an unlawful purpose as described in paragraph (4) of Section 1161 of the Code of Civil Procedure.

(J) The employee, agent, or licensee's failure to vacate after their termination as an employee, agent, or a licensee as described in paragraph (1) of Section 1161 of the Code of Civil Procedure.

(K) When the tenant fails to deliver possession of the residential real property after providing the owner written notice as provided in Section 1946 of the tenant's intention to terminate the hiring of the real property, or makes a written offer to surrender that is accepted in writing by the landlord, but fails to deliver possession at the time specified in that written notice as described in paragraph (5) of Section 1161 of the Code of Civil Procedure.

(2) No-fault just cause, which includes any of the following:

(A) (i) Intent to occupy the residential real property by the owner or their spouse, domestic partner, children, grandchildren, parents, or grandparents.

(ii) For leases entered into on or after July 1, 2020, clause (i) shall apply only if the tenant agrees, in writing, to the termination, or if a provision of the lease allows the owner to terminate the lease if the owner, or their spouse, domestic partner, children, grandchildren, parents, or grandparents, unilaterally decides to occupy the residential real property. Addition of a provision allowing the owner to terminate the lease as described in this clause to a new or renewed rental agreement or fixed-term lease constitutes a similar provision for the purposes of subparagraph (E) of paragraph (1).

(B) Withdrawal of the residential real property from the rental market.

(C) (i) The owner complying with any of the following:

(I) An order issued by a government agency or court relating to habitability that necessitates vacating the residential real property.

(II) An order issued by a government agency or court to vacate the residential real property.

(III) A local ordinance that necessitates vacating the residential real property.

(ii) If it is determined by any government agency or court that the tenant is at fault for the condition or conditions triggering the order or need to vacate under clause (i), the tenant shall not be entitled to relocation assistance as outlined in paragraph (3) of subdivision (d).

(D) (i) Intent to demolish or to substantially remodel the residential real property.

(ii) For purposes of this subparagraph, “substantially remodel” means the replacement or substantial modification of any structural, electrical, plumbing, or mechanical system that requires a permit from a governmental agency, or the abatement of hazardous materials, including lead-based paint, mold, or asbestos, in accordance with applicable federal, state, and local laws, that cannot be reasonably accomplished in a safe manner with the tenant in place and that requires the tenant to vacate the residential real property for at least 30 days. Cosmetic improvements alone, including painting, decorating, and minor repairs, or other work that can be performed safely without having the residential real property vacated, do not qualify as substantial rehabilitation.

(c) Before an owner of residential real property issues a notice to terminate a tenancy for just cause that is a curable lease violation, the owner shall first give notice of the violation to the tenant with an opportunity to cure the violation pursuant to paragraph (3) of Section 1161 of the Code of Civil Procedure. If the violation is not cured within the time period set forth in the notice, a three-day notice to quit without an opportunity to cure may thereafter be served to terminate the tenancy.

(d) (1) For a tenancy for which just cause is required to terminate the tenancy under subdivision (a), if an owner of residential real property issues a termination notice based on a no-fault just cause described in paragraph (2) of subdivision (b), the owner shall, regardless of the tenant’s income, at the owner’s option, do one of the following:

(A) Assist the tenant to relocate by providing a direct payment to the tenant as described in paragraph (3).

(B) Waive in writing the payment of rent for the final month of the tenancy, prior to the rent becoming due.

(2) If an owner issues a notice to terminate a tenancy for no-fault just cause, the owner shall notify the tenant of the tenant’s right to relocation assistance or rent waiver pursuant to this section. If the owner elects to waive the rent for the final month of the tenancy as provided in subparagraph (B) of paragraph (1), the notice shall state the amount of rent waived and that no rent is due for the final month of the tenancy.

(3) (A) The amount of relocation assistance or rent waiver shall be equal to one month of the tenant’s rent that was in effect when the owner issued

the notice to terminate the tenancy. Any relocation assistance shall be provided within 15 calendar days of service of the notice.

(B) If a tenant fails to vacate after the expiration of the notice to terminate the tenancy, the actual amount of any relocation assistance or rent waiver provided pursuant to this subdivision shall be recoverable as damages in an action to recover possession.

(C) The relocation assistance or rent waiver required by this subdivision shall be credited against any other relocation assistance required by any other law.

(4) An owner's failure to strictly comply with this subdivision shall render the notice of termination void.

(e) This section shall not apply to the following types of residential real properties or residential circumstances:

(1) Transient and tourist hotel occupancy as defined in subdivision (b) of Section 1940.

(2) Housing accommodations in a nonprofit hospital, religious facility, extended care facility, licensed residential care facility for the elderly, as defined in Section 1569.2 of the Health and Safety Code, or an adult residential facility, as defined in Chapter 6 of Division 6 of Title 22 of the Manual of Policies and Procedures published by the State Department of Social Services.

(3) Dormitories owned and operated by an institution of higher education or a kindergarten and grades 1 to 12, inclusive, school.

(4) Housing accommodations in which the tenant shares bathroom or kitchen facilities with the owner who maintains their principal residence at the residential real property.

(5) Single-family owner-occupied residences, including a residence in which the owner-occupant rents or leases no more than two units or bedrooms, including, but not limited to, an accessory dwelling unit or a junior accessory dwelling unit.

(6) A duplex in which the owner occupied one of the units as the owner's principal place of residence at the beginning of the tenancy, so long as the owner continues in occupancy.

(7) Housing that has been issued a certificate of occupancy within the previous 15 years.

(8) Residential real property that is alienable separate from the title to any other dwelling unit, provided that both of the following apply:

(A) The owner is not any of the following:

(i) A real estate investment trust, as defined in Section 856 of the Internal Revenue Code.

(ii) A corporation.

(iii) A limited liability company in which at least one member is a corporation.

(B) (i) The tenants have been provided written notice that the residential property is exempt from this section using the following statement:

“This property is not subject to the rent limits imposed by Section 1947.12 of the Civil Code and is not subject to the just cause requirements of Section 1946.2 of the Civil Code. This property meets the requirements of Sections 1947.12 (d)(5) and 1946.2 (e)(8) of the Civil Code and the owner is not any of the following: (1) a real estate investment trust, as defined by Section 856 of the Internal Revenue Code; (2) a corporation; or (3) a limited liability company in which at least one member is a corporation.”

(ii) For a tenancy existing before July 1, 2020, the notice required under clause (i) may, but is not required to, be provided in the rental agreement.

(iii) For any tenancy commenced or renewed on or after July 1, 2020, the notice required under clause (i) must be provided in the rental agreement.

(iv) Addition of a provision containing the notice required under clause (i) to any new or renewed rental agreement or fixed-term lease constitutes a similar provision for the purposes of subparagraph (E) of paragraph (1) of subdivision (b).

(9) Housing restricted by deed, regulatory restriction contained in an agreement with a government agency, or other recorded document as affordable housing for persons and families of very low, low, or moderate income, as defined in Section 50093 of the Health and Safety Code, or subject to an agreement that provides housing subsidies for affordable housing for persons and families of very low, low, or moderate income, as defined in Section 50093 of the Health and Safety Code or comparable federal statutes.

(f) An owner of residential real property subject to this section shall provide notice to the tenant as follows:

(1) For any tenancy commenced or renewed on or after July 1, 2020, as an addendum to the lease or rental agreement, or as a written notice signed by the tenant, with a copy provided to the tenant.

(2) For a tenancy existing prior to July 1, 2020, by written notice to the tenant no later than August 1, 2020, or as an addendum to the lease or rental agreement.

(3) The notification or lease provision shall be in no less than 12-point type, and shall include the following:

“California law limits the amount your rent can be increased. See Section 1947.12 of the Civil Code for more information. California law also provides that after all of the tenants have continuously and lawfully occupied the property for 12 months or more or at least one of the tenants has continuously and lawfully occupied the property for 24 months or more, a landlord must provide a statement of cause in any notice to terminate a tenancy. See Section 1946.2 of the Civil Code for more information.”

The provision of the notice shall be subject to Section 1632.

(g) (1) This section does not apply to the following residential real property:

(A) Residential real property subject to a local ordinance requiring just cause for termination of a residential tenancy adopted on or before September 1, 2019, in which case the local ordinance shall apply.

(B) Residential real property subject to a local ordinance requiring just cause for termination of a residential tenancy adopted or amended after September 1, 2019, that is more protective than this section, in which case the local ordinance shall apply. For purposes of this subparagraph, an ordinance is “more protective” if it meets all of the following criteria:

(i) The just cause for termination of a residential tenancy under the local ordinance is consistent with this section.

(ii) The ordinance further limits the reasons for termination of a residential tenancy, provides for higher relocation assistance amounts, or provides additional tenant protections that are not prohibited by any other provision of law.

(iii) The local government has made a binding finding within their local ordinance that the ordinance is more protective than the provisions of this section.

(2) A residential real property shall not be subject to both a local ordinance requiring just cause for termination of a residential tenancy and this section.

(3) A local ordinance adopted after September 1, 2019, that is less protective than this section shall not be enforced unless this section is repealed.

(h) Any waiver of the rights under this section shall be void as contrary to public policy.

(i) For the purposes of this section, the following definitions shall apply:

(1) “Owner” and “residential real property” have the same meaning as those terms are defined in Section 1954.51.

(2) “Tenancy” means the lawful occupation of residential real property and includes a lease or sublease.

(j) This section shall remain in effect only until January 1, 2030, and as of that date is repealed.

SEC. 3. Section 1947.12 is added to the Civil Code, to read:

1947.12. (a) (1) Subject to subdivision (b), an owner of residential real property shall not, over the course of any 12-month period, increase the gross rental rate for a dwelling or a unit more than 5 percent plus the percentage change in the cost of living, or 10 percent, whichever is lower, of the lowest gross rental rate charged for that dwelling or unit at any time during the 12 months prior to the effective date of the increase. In determining the lowest gross rental amount pursuant to this section, any rent discounts, incentives, concessions, or credits offered by the owner of such unit of residential real property and accepted by the tenant shall be excluded. The gross per-month rental rate and any owner-offered discounts, incentives, concessions, or credits shall be separately listed and identified in the lease or rental agreement or any amendments to an existing lease or rental agreement.

(2) If the same tenant remains in occupancy of a unit of residential real property over any 12-month period, the gross rental rate for the unit of residential real property shall not be increased in more than two increments over that 12-month period, subject to the other restrictions of this subdivision governing gross rental rate increase.

(b) For a new tenancy in which no tenant from the prior tenancy remains in lawful possession of the residential real property, the owner may establish the initial rental rate not subject to subdivision (a). Subdivision (a) is only applicable to subsequent increases after that initial rental rate has been established.

(c) A tenant of residential real property subject to this section shall not enter into a sublease that results in a total rent for the premises that exceeds the allowable rental rate authorized by subdivision (a). Nothing in this subdivision authorizes a tenant to sublet or assign the tenant's interest where otherwise prohibited.

(d) This section shall not apply to the following residential real properties:

(1) Housing restricted by deed, regulatory restriction contained in an agreement with a government agency, or other recorded document as affordable housing for persons and families of very low, low, or moderate income, as defined in Section 50093 of the Health and Safety Code, or subject to an agreement that provides housing subsidies for affordable housing for persons and families of very low, low, or moderate income, as defined in Section 50093 of the Health and Safety Code or comparable federal statutes.

(2) Dormitories constructed and maintained in connection with any higher education institution within the state for use and occupancy by students in attendance at the institution.

(3) Housing subject to rent or price control through a public entity's valid exercise of its police power consistent with Chapter 2.7 (commencing with Section 1954.50) that restricts annual increases in the rental rate to an amount less than that provided in subdivision (a).

(4) Housing that has been issued a certificate of occupancy within the previous 15 years.

(5) Residential real property that is alienable separate from the title to any other dwelling unit, provided that both of the following apply:

(A) The owner is not any of the following:

(i) A real estate investment trust, as defined in Section 856 of the Internal Revenue Code.

(ii) A corporation.

(iii) A limited liability company in which at least one member is a corporation.

(B) (i) The tenants have been provided written notice that the residential real property is exempt from this section using the following statement:

"This property is not subject to the rent limits imposed by Section 1947.12 of the Civil Code and is not subject to the just cause requirements of Section 1946.2 of the Civil Code. This property meets the requirements of Sections

1947.12 (c)(5) and 1946.2 (e)(7) of the Civil Code and the owner is not any of the following: (1) a real estate investment trust, as defined by Section 856 of the Internal Revenue Code; (2) a corporation; or (3) a limited liability company in which at least one member is a corporation.”

(ii) For a tenancy existing before July 1, 2020, the notice required under clause (i) may, but is not required to, be provided in the rental agreement.

(iii) For a tenancy commenced or renewed on or after July 1, 2020, the notice required under clause (i) must be provided in the rental agreement.

(iv) Addition of a provision containing the notice required under clause (i) to any new or renewed rental agreement or fixed-term lease constitutes a similar provision for the purposes of subparagraph (E) of paragraph (1) of subdivision (b) of Section 1946.2.

(6) A duplex in which the owner occupied one of the units as the owner’s principal place of residence at the beginning of the tenancy, so long as the owner continues in occupancy.

(e) An owner shall provide notice of any increase in the rental rate, pursuant to subdivision (a), to each tenant in accordance with Section 827.

(f) (1) On or before January 1, 2030, the Legislative Analyst’s Office shall report to the Legislature regarding the effectiveness of this section and Section 1947.13. The report shall include, but not be limited to, the impact of the rental rate cap pursuant to subdivision (a) on the housing market within the state.

(2) The report required by paragraph (1) shall be submitted in compliance with Section 9795 of the Government Code.

(g) For the purposes of this section, the following definitions shall apply:

(1) “Owner” and “residential real property” shall have the same meaning as those terms are defined in Section 1954.51.

(2) “Percentage change in the cost of living” means the percentage change from April 1 of the prior year to April 1 of the current year in the regional Consumer Price Index for the region where the residential real property is located, as published by the United States Bureau of Labor Statistics. If a regional index is not available, the California Consumer Price Index for All Urban Consumers for all items, as determined by the Department of Industrial Relations, shall apply.

(3) “Tenancy” means the lawful occupation of residential real property and includes a lease or sublease.

(h) (1) This section shall apply to all rent increases subject to subdivision (a) occurring on or after March 15, 2019. This section shall become operative January 1, 2020.

(2) In the event that an owner has increased the rent by more than the amount permissible under subdivision (a) between March 15, 2019, and January 1, 2020, both of the following shall apply:

(A) The applicable rent on January 1, 2020, shall be the rent as of March 15, 2019, plus the maximum permissible increase under subdivision (a).

(B) An owner shall not be liable to the tenant for any corresponding rent overpayment.

(3) An owner of residential real property subject to subdivision (a) who increased the rental rate on that residential real property on or after March 15, 2019, but prior to January 1, 2020, by an amount less than the rental rate increase permitted by subdivision (a) shall be allowed to increase the rental rate twice, as provided in paragraph (2) of subdivision (a), within 12 months of March 15, 2019, but in no event shall that rental rate increase exceed the maximum rental rate increase permitted by subdivision (a).

(i) Any waiver of the rights under this section shall be void as contrary to public policy.

(j) This section shall remain in effect until January 1, 2030, and as of that date is repealed.

(k) (1) The Legislature finds and declares that the unique circumstances of the current housing crisis require a statewide response to address rent gouging by establishing statewide limitations on gross rental rate increases.

(2) It is the intent of the Legislature that this section should apply only for the limited time needed to address the current statewide housing crisis, as described in paragraph (1). This section is not intended to expand or limit the authority of local governments to establish local policies regulating rents consistent with Chapter 2.7 (commencing with Section 1954.50), nor is it a statement regarding the appropriate, allowable rental rate increase when a local government adopts a policy regulating rent that is otherwise consistent with Chapter 2.7 (commencing with Section 1954.50).

(3) Nothing in this section authorizes a local government to establish limitations on any rental rate increases not otherwise permissible under Chapter 2.7 (commencing with Section 1954.50), or affects the existing authority of a local government to adopt or maintain rent controls or price controls consistent with that chapter.

SEC. 4. Section 1947.13 is added to the Civil Code, to read:

1947.13. (a) Notwithstanding Section 1947.12, upon the expiration of rental restrictions, the following shall apply:

(1) The owner of an assisted housing development who demonstrates, under penalty of perjury, compliance with all applicable provisions of Sections 65863.10, 65863.11, and 65863.13 of the Government Code and any other applicable law or regulation intended to promote the preservation of assisted housing, may establish the initial unassisted rental rate for units in the applicable housing development. Any subsequent rent increase in the development shall be subject to Section 1947.12.

(2) The owner of a deed-restricted affordable housing unit or an affordable housing unit subject to a regulatory restriction contained in an agreement with a government agency limiting rental rates that is not within an assisted housing development may establish the initial rental rate for the unit upon the expiration of the restriction. Any subsequent rent increase for the unit shall be subject to Section 1947.12.

(b) For purposes of this section:

(1) "Assisted housing development" has the same meaning as defined in paragraph (3) of subdivision (a) of Section 65863.10 of the Government Code.

(2) “Expiration of rental restrictions” has the same meaning as defined in paragraph (5) of subdivision (a) of Section 65863.10 of the Government Code.

(c) This section shall remain in effect until January 1, 2030, and as of that date is repealed.

(d) Any waiver of the rights under this section shall be void as contrary to public policy.

SEC. 5. No reimbursement is required by this act pursuant to Section 6 of Article XIII B of the California Constitution because the only costs that may be incurred by a local agency or school district will be incurred because this act creates a new crime or infraction, eliminates a crime or infraction, or changes the penalty for a crime or infraction, within the meaning of Section 17556 of the Government Code, or changes the definition of a crime within the meaning of Section 6 of Article XIII B of the California Constitution.

Attachment 3

October 21, 2020

General Public Comment: Demand for a local urgency ordinance to protect tenants.

We respectfully request that the City Council enact an urgency ordinance to strengthen eviction protections for South Pasadena tenants in furtherance of public peace, health, and safety under Article XI, Section 7, of the California Constitution, and in compliance with Government Code § 36937. The proposed legislation is designed to stem the tide of evictions served under the pretense of “substantial remodeling,” also known as “renovictions.” Such evictions require no proof by landlords that any remodeling will actually be performed, much less that remodeling will be substantial.

The proposed ordinance builds on state law by requiring landlords to obtain all necessary permits in advance of issuing an eviction notice, and describe in the eviction notice the nature of the remodel and why it requires the tenant to vacate for at least 30 days. The proposed ordinance also increases relocation assistance to tenants when a property owner removes rental housing from the market. Such protections are expressly authorized by state law.¹ Similar just cause ordinances to prevent ‘renovictions’ have been enacted by Long Beach, San Francisco, Richmond, and a number of other cities.

In response to this proposal for stronger eviction protections, some in the city have suggested that offering a few webinars to educate renters about their rights is sufficient.² We disagree. As federal stimulus talks fail, renters are bracing for a wave of evictions.³ We saw renovictions in South Pasadena this summer, in violation of the L.A. County eviction moratorium no less. The problem is not theoretical. Educating tenants about protections they don’t have is no solution at all.

¹ Where the local just cause ordinance is more protective than state law, the local ordinance shall apply. Civil Code § 1946.2(g)(1)(B). The Assembly Floor Analysis of AB 1482 states, “This bill protects existing ordinances while allowing local governments in the future to adopt new ordinances that are more protective of tenants than this bill...[A]ny jurisdiction may adopt a new just cause ordinance or amend an existing one provided that at a minimum it provides the same level of protection from eviction that this bill does. With new or amended ordinances, jurisdictions can go further than this bill by limiting causes, providing greater relocation assistance, or adding stronger tenant protections. However, they cannot enforce a new or amended ordinance that is weaker.”

² On October 13, city staff asked the Planning Commission to recommend to the City Council continuing with Housing Rights Center education and outreach, and adoption of an Occupancy Inspection Ordinance—ostensibly in response to advocates’ request for stronger eviction protections. The Planning Commission discussed tenant protections, and city officials responded to the Commissioners’ concerns by stating that if the Housing Rights Center educates renters about their rights, no further action is needed. City Attorney Highsmith also argued that South Pasadena’s status as a general law city precludes it from expanding on state eviction protections, though the plain language and legislative intent of AB 1482 do not support her position.

³ “With Stimulus Talks Stalled, Renters—and Landlords—Brace for New Wave of Evictions,” NBC News, October 7, 2020. <https://www.nbcnews.com/business/business-news/stimulus-talks-stalled-renters-landlords-brace-new-wave-evictions-n1242466?fbclid=IwAR3pN-5rKLGcGFn-ICVVumf8XNBVTNtaiy4Zda6DDkctwOTNsAcnojRxbC8>

We demand action, not placation. Please pass the attached urgency ordinance effective immediately.

Signed,

1. Sean Abajian
2. Evelyn Allen
3. Alexander Aquino
4. Anne Bagasao
5. Matthew Barbato
6. David Beadle
7. Sierra Betinis
8. Katrina Bleckley
9. Lauren Bronco
10. Anny Celsi
11. Amber Chen
12. Janna Conner-Niclaes
13. Jennifer De Ladurantey
14. Grace Dennis
15. Alan Ehrlich
16. Justin Ehrlich
17. Stephanie Ehrlich
18. Elisabeth Eilers
19. Teresa Eilers
20. Owen Ellickson
21. Betty Emirharian
22. Sarah Erlich
23. Rachel Hamilton
24. Michelle Hammond
25. Joseph Hernandez
26. Will Hoadley-Brill
27. Matthew Hubbard
28. Mariana Huerta Jones
29. Che Hurley
30. Ella Hushagen
31. Amy Jones
32. William Kelly
33. Afshin Ketabi
34. Kristen Kuhlman
35. Caitlin Lainoff
36. Anthony Le Beau
37. Emilia Lomeli
38. Sofia Lopez
39. Casey MacGregor-Toshima
40. Ian Marshall
41. Jan Marshall
42. Richard Marshall
43. Abby McCrate
44. Linda McDermott
45. Sally McKissick
46. Banjong Muninnopmas
47. Adam Murray
48. Robyn Nedelcu
49. Raf Niclaes
50. Juana Perez
51. Noah Perez-Silverman
52. FJ Pratt
53. Andrea Seigel
54. Allie Schreiner
55. Delaine Shane
56. Alexandra Shannon
57. Sean Singleton
58. John Srebalus
59. Levi Srebalus
60. Karen Taylor
61. Katie Telser
62. Andrew Terhune
63. Cassandra Terhune
64. Madeline Tolle
65. Helen Tran
66. Judith Trout
67. Amy Turk
68. Madeline Veach
69. John Wang
70. Jean Yu
71. Brandon James Yung
72. Evelyn G. Zneimer

ORDINANCE NO. ____

**AN ORDINANCE OF THE CITY COUNCIL OF THE
CITY OF SOUTH PASADENA AMENDING THE SOUTH PASADENA
MUNICIPAL CODE BY ADDING ARTICLE IX,
RELATING TO JUST CAUSE FOR TERMINATION OF
TENANCIES AND DECLARING THE URGENCY THEREOF**

WHEREAS, the California State Legislature adopted the Tenant Protection Act of 2019 (the “Act”), and the Act became effective by its own terms as of January 1, 2020; and

WHEREAS, the Act provides certain tenants of residential real property with just cause eviction protections under certain circumstances; and

WHEREAS, the Act provides that a local ordinance adopted after September 1, 2019 requiring just cause for termination of a residential tenancy shall supersede California Civil Code Section 1946.2 only if the ordinance is “more protective” than Section 1946.2; and

WHEREAS, the City Council finds that an urgency measure is necessary and essential to prevent the irreparable injury tenants would suffer from eviction and displacement during a pandemic or at any time during a statewide housing shortage; and

WHEREAS, the City Council finds that an urgency measure is necessary and essential to further the important interests of the State in passing the Act, which law the City supports, and to strengthen provisions of the Act susceptible to abuse; and

WHEREAS, in South Pasadena there have been several reports of no-fault evictions, some during the Los Angeles County eviction moratorium, initiated under the substantial remodeling provision of the Act, yet providing no evidence of substantial remodeling as defined in the Act; and

WHEREAS, the City Council desires to adopt an ordinance with just cause termination of tenancy provisions that are more protective than Civil Code Section 1946.2; and

WHEREAS, certain aspects of public peace, health, and safety in the City are not adequately protected presently, because of the lack of regulation of certain no-fault evictions from residential rental housing, and it is in the interest of the City, of owners and residents of rental units, and of the community as a whole to protect affordable housing within the City and prevent displacement during a pandemic; and

WHEREAS, the City Council has the power to enact an urgency ordinance, not in conflict with general laws, as necessary to protect public peace, health, and safety, via exercise of the powers provided to cities in Article XI, Section 7, of the California Constitution, and in compliance with Government Code section 36937.

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

SECTION 1. ARTICLE IX is added to the South Pasadena Municipal Code to read as follows:

**ARTICLE IX
JUST CAUSE FOR TERMINATION OF TENANCIES**

Chapter 9.150 Findings and purpose.

(a) In accordance with California Civil Code Section 1946.2(g)(1)(B), the City Council finds that the provisions of this Article IX regulating just cause terminations of tenancies are more protective than California Civil Code Section 1946.2 for the following reasons:

(1) The just cause for termination of a residential tenancy under this Article IX is consistent with California Civil Code Section 1946.2.

(2) This Article IX provides additional tenant protections that are not prohibited by any other provisions of applicable law.

Chapter 9.152 Just cause termination of tenancy protections.

(a) Notwithstanding any other law, after a tenant has continuously and lawfully occupied a residential real property for 12 months, the owner of the residential real property shall not terminate the tenancy without just cause, which shall be stated in the written notice to terminate tenancy. If any additional adult tenants are added to the lease before an existing tenant has continuously and lawfully occupied the residential real property for 24 months, then this subdivision shall only apply if either of the following are satisfied:

(1) All of the tenants have continuously and lawfully occupied the residential real property for 12 months or more.

(2) One or more tenants have continuously and lawfully occupied the residential real property for 24 months or more.

(b) For purposes of this ~~Section~~Chapter, “just cause” includes either of the following:

(1) At-fault just cause, which is any of the following:

(A) Default in the payment of rent.

(B) A breach of a material term of the lease, as described in paragraph (3) of Section 1161 of the **California** Code of Civil Procedure, including, but not limited to, violation of a provision of the lease after being issued a written notice to correct the violation.

(C) Maintaining, committing, or permitting the maintenance or commission of a nuisance as described in paragraph (4) of Section 1161 of the **California** Code of Civil Procedure.

(D) Committing waste as described in paragraph (4) of Section 1161 of the **California** Code of Civil Procedure.

(E) The tenant had a written lease that terminated on or after January 1, 2020, and after a written request or demand from the owner, the tenant has refused to execute a written extension or renewal of the lease for an additional term of similar duration with similar provisions, provided that those terms do not violate this ~~Section~~Chapter or any other provision of law.

(F) Criminal activity by the tenant on the residential real property, including any common areas, or any criminal activity or criminal threat, as defined in subdivision (a) of Section 422 of the **California** Penal Code, on or off the residential real property, that is directed at any owner or agent of the owner of the residential real property.

(G) Assigning or subletting the premises in violation of the tenant's lease, as described in paragraph (4) of Section 1161 of the **California** Code of Civil Procedure.

(H) The tenant's refusal to allow the owner to enter the residential real property as authorized by Sections 1101.5 and 1954 of ~~this code~~the **California Civil Code**, and Sections 13113.7 and 17926.1 of the **California** Health and Safety Code.

(I) Using the premises for an unlawful purpose as described in paragraph (4) of Section 1161 of the **California** Code of Civil Procedure.

(J) The employee, agent, or licensee's failure to vacate after their termination as an employee, agent, or a licensee as described in paragraph (1) of Section 1161 of the **California** Code of Civil Procedure.

(K) When the tenant fails to deliver possession of the residential real property after providing the owner written notice as provided in Section 1946 of the **California Civil Code** of the tenant's intention to terminate the hiring of the real property, or makes a written offer to surrender that is accepted in writing by the landlord, but fails to deliver possession at the time specified in that written notice as described in paragraph (5) of Section 1161 of the **California** Code of Civil Procedure.

(2) No-fault just cause, which includes any of the following:

(A) (i) Intent to occupy the residential real property by the owner or their spouse, domestic partner, children, grandchildren, parents, or grandparents.

(ii) For leases entered into on or after July 1, 2020, clause (i) shall apply only if the tenant agrees, in writing, to the termination, or if a provision of the lease allows the owner to terminate the lease if the owner, or their spouse, domestic partner, children, grandchildren, parents, or grandparents, unilaterally decides to occupy the residential real property. Addition of a provision allowing the owner to terminate the lease as described in this clause to a new or renewed rental agreement or fixed-term lease constitutes a similar provision for the purposes of subparagraph (E) of paragraph (1).

(B) Withdrawal of the residential real property from the rental market.

(C) (i) The owner complying with any of the following:

(I) An order issued by a government agency or court relating to habitability that necessitates vacating the residential real property.

(II) An order issued by a government agency or court to vacate the residential real property.

(III) A local ordinance that necessitates vacating the residential real property.

(ii) If it is determined by any government agency or court that the tenant is at fault for the condition or conditions triggering the order or need to vacate under clause (i), the tenant shall not be entitled to relocation assistance as outlined in paragraph (3) of subdivision (d).

(D) (i) Intent to demolish or to substantially remodel the residential real property.

(ii) For purposes of this subparagraph, “substantially remodel” means the replacement or substantial modification of any structural, electrical, plumbing, or mechanical system that requires a permit from a governmental agency, or the abatement of hazardous materials, including lead-based paint, mold, or asbestos, in accordance with applicable federal, state, and local laws, that cannot be reasonably accomplished in a safe manner with the tenant in place and that requires the tenant to vacate the residential real property for at least 30 days. Cosmetic improvements alone, including painting, decorating, and minor repairs, or other work that can be performed safely without having the residential real property vacated, do not qualify as substantial rehabilitation.

(c) Before an owner of residential real property issues a notice to terminate a tenancy for just cause that is a curable lease violation, the owner shall first give notice of the violation to the tenant with an opportunity to cure the violation pursuant to paragraph (3) of Section 1161 of the **California** Code of Civil Procedure. If the violation is not cured within the time period set forth in the notice, a three-day notice to quit without an opportunity to cure may thereafter be served to terminate the tenancy.

(d) All pending notices of termination issued on or after January 1, 2020 but before the effective date of this Chapter by a residential real property owner for no-fault just cause described in subparagraph 2(D) of subdivision (b) shall be null and void and of no force or effect. Before an owner of residential real property issues a notice to terminate a tenancy for no-fault just cause described in subparagraph 2(D) of subdivision (b), the owner shall have obtained all necessary permits for the substantial remodel from all applicable governmental agencies. All termination notices for no-fault just cause described in subparagraph 2(D) of subdivision (b) shall include a copy of all issued permits and include reasonably detailed information regarding each of (i) the scope of the substantial remodeling work, (ii) why it cannot be reasonably accomplished in a safe manner with the tenant in place, and (iii) why it requires the tenant to vacate for at least 30 days.

(de) (1) For a tenancy for which just cause is required to terminate the tenancy under subdivision (a), if an owner of residential real property issues a termination notice based on a no-fault just cause described in subparagraphs 2(A), 2(C) or 2(D) of subdivision (b), the owner shall, regardless of the tenant's income, at the owner's option, do one of the following:

(A) Assist the tenant to relocate by providing a direct payment to the tenant as described in subparagraph 4(A).

(B) Waive in writing the payment of rent for the final month of the tenancy, prior to the rent becoming due.

(2) For a tenancy for which just cause is required to terminate the tenancy under subdivision (a), if an owner of residential real property issues a termination notice based on withdrawal of the residential real property from the rental market under subparagraph 2(B) of subdivision (b), the owner shall, regardless of the tenant's income, assist the tenant to relocate by providing a direct payment to the tenant as described in subparagraph 4(B).

(3) If an owner issues a notice to terminate a tenancy for no-fault just cause, the owner shall notify the tenant of the tenant's right to relocation assistance or rent waiver pursuant to this ~~Section~~Chapter. If the owner elects to waive the rent for the final month of the tenancy as provided in subparagraph (B) of paragraph (1), the notice shall state the amount of rent waived and that no rent is due for the final month of the tenancy.

(4) (A) If an owner of residential real property issues a notice to terminate a tenancy based on a no-fault just cause described in subparagraphs 2(A), 2(C) or 2(D) of subdivision (b), the amount of relocation assistance or rent waiver shall be equal to one month of the tenant's rent that was in effect when the owner issued the notice to terminate the tenancy. Any relocation assistance shall be provided within 15 calendar days of service of the notice.

(B) If an owner of residential real property issues a notice to terminate a tenancy based on withdrawal of the residential real property from the rental market under subparagraph 2(B) of subdivision (b),

(i) The amount of relocation assistance payment per tenant shall, for notices to terminate a tenancy issued between October 15, 2020, and December 31, 2020, be equal to \$5,748, with a maximum payment per unit not to exceed \$17,244. An additional payment equal to \$3,832 shall be due each elderly (62 years or older) or disabled tenant.¹ Payment amounts shall be adjusted annually beginning the first day of January, 2021, according to the percentage increase in the area Consumer Price Index.

(ii) Half of any relocation assistance shall be provided within 15 days of service of the notice to terminate the tenancy. The other half shall be provided within three business days upon certification that the tenant has vacated the rental unit by no more than two calendar days after the date provided in the notice to terminate the tenancy, as extended (if applicable).

(C) If a tenant fails to vacate after the expiration of the notice to terminate the tenancy, the actual amount of any relocation assistance or rent waiver provided pursuant to this subdivision shall be recoverable as damages in an action to recover possession.

(D) The relocation assistance or rent waiver required by this subdivision shall be credited against any other relocation assistance required by any other law.

(5) An owner's failure to strictly comply with this subdivision shall render the notice of termination void.

(ef) This ~~Section~~Chapter shall not apply to the following types of residential real properties or residential circumstances:

(1) Transient and tourist hotel occupancy as defined in subdivision (b) of Section 1940 of the California Civil Code.

(2) Housing accommodations in a nonprofit hospital, religious facility, extended care facility, licensed residential care facility for the elderly, as defined in Section 1569.2 of the California Health and Safety Code, or an adult residential facility, as defined in Chapter 6 of Division 6 of Title 22 of the Manual of Policies and Procedures published by the California State Department of Social Services.

(3) Dormitories owned and operated by an institution of higher education or a kindergarten and grades 1 to 12, inclusive, school.

(4) Housing accommodations in which the tenant shares bathroom or kitchen facilities with the owner who maintains their principal residence at the residential real property.

¹ San Francisco Residential Rent Stabilization and Arbitration Board, 578 Relocation Payments—37.9A 1/29/20 [Adjusted here for 20.5% Bankrate.com cost of living discount.] For alternate calculation on a per-unit basis, *see also* City of Richmond, Notice of Entitlement to Permanent Relocation Payment and, in Some Instances, a Greater Amount of Permanent Relocation Payment.
http://www.ci.richmond.ca.us/DocumentCenter/View/51952/Relocation_Payment_Entitlement

(5) Single-family owner-occupied residences, including a residence in which the owner-occupant rents or leases no more than two units or bedrooms, including, but not limited to, an accessory dwelling unit or a junior accessory dwelling unit.

(6) A duplex in which the owner occupied one of the units as the owner's principal place of residence at the beginning of the tenancy, so long as the owner continues in occupancy.

(7) Housing that has been issued a certificate of occupancy within the previous 15 years.

(8) Residential real property that is alienable separate from the title to any other dwelling unit, provided that both of the following apply:

(A) The owner is not any of the following:

(i) A real estate investment trust, as defined in Section 856 of the Internal Revenue Code.

(ii) A Corporation.

(iii) A limited liability company in which at least one member is a corporation.

(B) (i) The tenants have been provided written notice that the residential property is exempt from this ~~Section~~Chapter using the following statement:

“This property is not subject to the rent limits imposed by Section 194 7 .12 of the Civil Code and is not subject to the just cause requirements of Section 1946.2 of the Civil Code. This property meets the requirements of Sections 1947.12 (d)(5) and 1946.2 (e)(8) of the Civil Code and the owner is not any of the following: (1) a real estate investment trust, as defined by Section 856 of the Internal Revenue Code; (2) a corporation; or (3) a limited liability company in which at least one member is a corporation.”

(ii) For a tenancy existing before July 1, 2020, the notice required under clause (i) may, but is not required to, be provided in the rental agreement.

(iii) For any tenancy commenced or renewed on or after July 1, 2020, the notice required under clause (i) must be provided in the rental agreement.

(iv) Addition of a provision containing the notice required under clause (i) to any new or renewed rental agreement or fixed-term lease constitutes a similar provision for the purposes of subparagraph (E) of paragraph (1) of subdivision (b).

(9) Housing restricted by deed, regulatory restriction contained in an agreement with a government agency, or other recorded document as affordable housing for persons and

families of very low, low, or moderate income, as defined in Section 50093 of the **California** Health and Safety Code, or subject to an agreement that provides housing subsidies for affordable housing for persons and families of very low, low, or moderate income, as defined in Section 50093 of the **California** Health and Safety Code or comparable federal statutes.

(fg) An owner of residential real property subject to this ~~Section~~**Chapter** shall provide notice to the tenant as follows:

(1) For any tenancy commenced or renewed on or after July 1, 2020, as an addendum to the lease or rental agreement, or as a written notice signed by the tenant, with a copy provided to the tenant.

(2) For a tenancy existing prior to July 1, 2020, by written notice to the tenant no later than August 1, 2020, or as an addendum to the lease or rental agreement.

(3) The notification or lease provision shall be in no less than 12-point type, and shall include the following:

“California law limits the amount your rent can be increased. See Section 1947.12 of the Civil Code for more information. California law also provides that after all of the tenants have continuously and lawfully occupied the property for 12 months or more or at least one of the tenants has continuously and lawfully occupied the property for 24 months or more, a landlord must provide a statement of cause in any notice to terminate a tenancy. See Section 1946.2 of the Civil Code for more information.”

The provision of the notice shall be subject to Section 1632 **of the California Civil Code**.

~~(g) — (1) This section does not apply to the following residential real property:~~

~~(A) Residential real property subject to a local ordinance requiring just cause for termination of a residential tenancy adopted on or before September 1, 2019, in which case the local ordinance shall apply.~~

~~(B) Residential real property subject to a local ordinance requiring just cause for termination of a residential tenancy adopted or amended after September 1, 2019, that is more protective than this section, in which case the local ordinance shall apply. For purposes of this subparagraph, an ordinance is "more protective" if it meets all of the following criteria:~~

~~(i) The just cause for termination of a residential tenancy under the local ordinance is consistent with this section.~~

~~(ii) The ordinance further limits the reasons for termination of a residential tenancy, provides for higher relocation assistance amounts, or provides additional tenant protections that are not prohibited by any other provision of law.~~

~~(iii) The local government has made a binding finding within their local ordinance that the ordinance is more protective than the provisions of this section.~~

~~(2) A residential real property shall not be subject to both a local ordinance requiring just cause for termination of a residential tenancy and this section.~~

~~(3) A local ordinance adopted after September 1, 2019, that is less protective than this section shall not be enforced unless this section is repealed.~~

(h) Any waiver of the rights under this ~~Section~~ **Chapter** shall be void as contrary to public policy.

(i) For the purposes of this ~~Section~~ **Article**, the following definitions shall apply:

(1) “Owner” and “residential real property” have the same meaning as those terms are defined in Section 1954.51 ~~of the California Civil Code~~.

(2) “Tenancy” means the lawful occupation of residential real property and includes a lease or sublease.

SECTION 2. This ordinance is an urgency ordinance duly adopted by the City Council by a vote of ___ of its members and shall take effect at 12:00 a.m. on _____, 2020. The City Clerk shall certify to a separate roll call and vote on the question of the emergency of this ordinance and to its passage by the vote of ___ members of the City Council of the City of South Pasadena, and cause the same to be posted in three conspicuous places in the City of South Pasadena.

SECTION 3. This ordinance shall also be adopted by the City Council as a regular ordinance, to the end that in the event of any defect or invalidity in connection with the adoption of this ordinance as an emergency ordinance, the same shall, nevertheless, be and become effective on the thirty-first (31st) day after it is approved by the Mayor.

SECTION 4. Certification. The City Clerk will certify to the passage and adoption of this Resolution and its approval by the City Council and shall cause the same to be listed in the records of the City.

PASSED, APPROVED AND ADOPTED on this ___th day of October, 2020.

Robert S. Joe, Mayor

ATTEST:

APPROVED AS TO FORM:

Evelyn G. Zneimer, City Clerk

Teresa L. Highsmith, City Attorney

I HEREBY CERTIFY the foregoing resolution was duly adopted by the City Council of the City of South Pasadena, California, at a regular meeting held on the __th day of October, 2020, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

Evelyn G. Zneimer, City Clerk
(seal)

From: Ella Hushagen [REDACTED]
Sent: Wednesday, November 4, 2020 1:59 PM
To: City Council Public Comment <ccpubliccomment@southpasadenaca.gov>
Cc: John Srebalus [REDACTED]; Anne Bagasao [REDACTED]
Subject: Public Comment Re: Item 13

CAUTION: This email originated from outside of the City of South Pasadena. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Please find attached a comment regarding agenda item 13 signed by me and 70 other members of the community, as well as the draft ordinance.

Thanks.

November 4, 2020

General Public Comment Re: Item 13, Urgency Ordinance Establishing an Interim Moratorium on Evictions of Residential Tenancies Due To Substantial Remodeling

We were heartened to see so much support in the community and among the Councilmembers for strengthened tenant protections at the October 21, 2020 Council meeting. We appreciate the City's need to develop a durable and protective just cause ordinance, one that addresses shortfalls in AB 1482. However, we urge the City to move quickly to protect tenants. We support an ordinance to pass a 30-day moratorium on residential evictions to allow staff an additional two weeks to develop an ordinance for the Council's consideration at the November 18, 2020 Council meeting. This ensures a fair process and allows the same Council that agendized the item to vote on its adoption.

We know that eviction moratoria at the local, state and federal level are not enough to stop landlords from initiating eviction proceedings. Often, invalid eviction notices are enough to drive tenants out of their units. Tenants are at risk of eviction each month that goes by while the pandemic and recession drag on, without federal stimulus, and without robust protections in the City of South Pasadena to prevent gamesmanship by landlords.

We encourage City staff and Councilmembers to seriously consider the draft ordinance submitted with our comment for adoption at the November 18, 2020 Council meeting.

Signed,

- | | |
|------------------------|--------------------------|
| 1. Sean Abajian | 22. Che Hurley |
| 2. Alexander Aquino | 23. Sarah Erlich |
| 3. Ahilan Arulanantham | 24. Andrea Flores |
| 4. Anne Bagasao | 25. Luis Flores |
| 5. Matthew Barbato | 26. Tzung-lin Fu |
| 6. Christopher Becker | 27. Rachel Hamilton |
| 7. Jeremy Becker | 28. Will Hoadley-Brill |
| 8. Robin Becker | 29. Lynda Harkness |
| 9. Sierra Betinis | 30. Joseph Hernandez |
| 10. Katrina Bleckley | 31. Laboni Hoq |
| 11. Amy Celsi | 32. Matthew Hubbard |
| 12. Amber Chen | 33. Ella Hushagen |
| 13. Yuki Cutcheon | 34. Mariana Huerta Jones |
| 14. Grace Dennis | 35. William Kelly |
| 15. Bob Drwila | 36. Afshin Ketabi |
| 16. Jonathan Eisenberg | 37. Kristen Kuhlman |
| 17. Alan Ehrlich | 38. Caitlin Lainoff |
| 18. Justin Ehrlich | 39. Anthony LeBeau |
| 19. Stephanie Ehrlich | 40. Jacinta Linke |
| 20. Barbara Eisenstein | 41. Sofia Lopez |
| 21. Owen Ellickson | 42. Ian Marshall |

43. Jan Marshall
44. Richard Marshall
45. Abby McCrate
46. Deb McCurdy
47. Linda McDermott
48. Sally McKissick
49. David Melford
50. Banjong Muninnopmas
51. Robyn Nedelcu
52. Joanne Nuckols
53. Victoria Patterson
54. Juana Perez
55. Juan Pablo Posada
56. Myron Dean Quon
57. Aliza Rood

58. Shannon Sekhon
59. Alexandra Shannon
60. Andrea Seigel
61. Delaine Shane
62. Sean Singleton
63. Christian Spicer
64. John Srebalus
65. Levi Srebalus
66. Kathleen Telser
67. Andrew Terhune
68. Cassandra Terhune
69. Helen Tran
70. Jean Yu
71. Brandon Yung

ORDINANCE NO. ____

**AN ORDINANCE OF THE CITY COUNCIL OF THE
CITY OF SOUTH PASADENA AMENDING THE SOUTH PASADENA
MUNICIPAL CODE BY ADDING ARTICLE IX,
RELATING TO JUST CAUSE FOR TERMINATION OF
TENANCIES AND DECLARING THE URGENCY THEREOF**

WHEREAS, the California State Legislature adopted the Tenant Protection Act of 2019 (the “Act”), and the Act became effective by its own terms as of January 1, 2020; and

WHEREAS, the Act provides certain tenants of residential real property with just cause eviction protections under certain circumstances; and

WHEREAS, the Act provides that a local ordinance adopted after September 1, 2019 requiring just cause for termination of a residential tenancy shall supersede California Civil Code Section 1946.2 only if the ordinance is “more protective” than Section 1946.2; and

WHEREAS, the City Council finds that an urgency measure is necessary and essential to prevent the irreparable injury tenants would suffer from eviction and displacement during a pandemic or at any time during a statewide housing shortage; and

WHEREAS, the City Council finds that an urgency measure is necessary and essential to further the important interests of the State in passing the Act, which law the City supports, and to strengthen provisions of the Act susceptible to abuse; and

WHEREAS, in South Pasadena there have been several reports of no-fault evictions, some during the Los Angeles County eviction moratorium, initiated under the substantial remodeling provision of the Act, yet providing no evidence of substantial remodeling as defined in the Act; and

WHEREAS, the City Council desires to adopt an ordinance with just cause termination of tenancy provisions that are more protective than Civil Code Section 1946.2; and

WHEREAS, certain aspects of public peace, health, and safety in the City are not adequately protected presently, because of the lack of regulation of certain no-fault evictions from residential rental housing, and it is in the interest of the City, of owners and residents of rental units, and of the community as a whole to protect affordable housing within the City and prevent displacement during a pandemic; and

WHEREAS, the City Council has the power to enact an urgency ordinance, not in conflict with general laws, as necessary to protect public peace, health, and safety, via exercise of the powers provided to cities in Article XI, Section 7, of the California Constitution, and in compliance with Government Code section 36937.

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

SECTION 1. ARTICLE IX is added to the South Pasadena Municipal Code to read as follows:

**ARTICLE IX
JUST CAUSE FOR TERMINATION OF TENANCIES**

Chapter 9.150 Findings and purpose.

(a) In accordance with California Civil Code Section 1946.2(g)(1)(B), the City Council finds that the provisions of this Article IX regulating just cause terminations of tenancies are more protective than California Civil Code Section 1946.2 for the following reasons:

(1) The just cause for termination of a residential tenancy under this Article IX is consistent with California Civil Code Section 1946.2.

(2) This Article IX provides additional tenant protections that are not prohibited by any other provisions of applicable law.

Chapter 9.152 Just cause termination of tenancy protections.

(a) Notwithstanding any other law, after a tenant has continuously and lawfully occupied a residential real property for 12 months, the owner of the residential real property shall not terminate the tenancy without just cause, which shall be stated in the written notice to terminate tenancy. If any additional adult tenants are added to the lease before an existing tenant has continuously and lawfully occupied the residential real property for 24 months, then this subdivision shall only apply if either of the following are satisfied:

(1) All of the tenants have continuously and lawfully occupied the residential real property for 12 months or more.

(2) One or more tenants have continuously and lawfully occupied the residential real property for 24 months or more.

(b) For purposes of this Chapter, “just cause” includes either of the following:

(1) At-fault just cause, which is any of the following:

(A) Default in the payment of rent.

(B) A breach of a material term of the lease, as described in paragraph (3) of Section 1161 of the California Code of Civil Procedure, including, but not limited to, violation of a provision of the lease after being issued a written notice to correct the violation.

(C) Maintaining, committing, or permitting the maintenance or commission of a nuisance as described in paragraph (4) of Section 1161 of the California Code of Civil Procedure.

(D) Committing waste as described in paragraph (4) of Section 1161 of the California Code of Civil Procedure.

(E) The tenant had a written lease that terminated on or after January 1, 2020, and after a written request or demand from the owner, the tenant has refused to execute a written extension or renewal of the lease for an additional term of similar duration with similar provisions, provided that those terms do not violate this Chapter or any other provision of law.

(F) Criminal activity by the tenant on the residential real property, including any common areas, or any criminal activity or criminal threat, as defined in subdivision (a) of Section 422 of the California Penal Code, on or off the residential real property, that is directed at any owner or agent of the owner of the residential real property.

(G) Assigning or subletting the premises in violation of the tenant's lease, as described in paragraph (4) of Section 1161 of the California Code of Civil Procedure.

(H) The tenant's refusal to allow the owner to enter the residential real property as authorized by Sections 1101.5 and 1954 of the California Civil Code, and Sections 13113.7 and 17926.1 of the California Health and Safety Code.

(I) Using the premises for an unlawful purpose as described in paragraph (4) of Section 1161 of the California Code of Civil Procedure.

(J) The employee, agent, or licensee's failure to vacate after their termination as an employee, agent, or a licensee as described in paragraph (1) of Section 1161 of the California Code of Civil Procedure.

(K) When the tenant fails to deliver possession of the residential real property after providing the owner written notice as provided in Section 1946 of the California Civil Code of the tenant's intention to terminate the hiring of the real property, or makes a written offer to surrender that is accepted in writing by the landlord, but fails to deliver possession at the time specified in that written notice as described in paragraph (5) of Section 1161 of the California Code of Civil Procedure.

(2) No-fault just cause, which includes any of the following:

(A) (i) Intent to occupy the residential real property by the owner or their spouse, domestic partner, children, grandchildren, parents, or grandparents.

(ii) For leases entered into on or after July 1, 2020, clause (i) shall apply only if the tenant agrees, in writing, to the termination, or if a provision of the lease allows the owner to terminate the lease if the owner, or their spouse, domestic partner, children, grandchildren, parents, or grandparents, unilaterally decides to occupy the residential real property. Addition of a provision allowing the owner to terminate the lease as described in this clause to a new or renewed rental agreement or fixed-term lease constitutes a similar provision for the purposes of subparagraph (E) of paragraph (1).

(B) Withdrawal of the residential real property from the rental market.

(C) (i) The owner complying with any of the following:

(I) An order issued by a government agency or court relating to habitability that necessitates vacating the residential real property.

(II) An order issued by a government agency or court to vacate the residential real property.

(III) A local ordinance that necessitates vacating the residential real property.

(ii) If it is determined by any government agency or court that the tenant is at fault for the condition or conditions triggering the order or need to vacate under clause (i), the tenant shall not be entitled to relocation assistance as outlined in paragraph (3) of subdivision (d).

(D) (i) Intent to demolish or to substantially remodel the residential real property.

(ii) For purposes of this subparagraph, “substantially remodel” means the replacement or substantial modification of any structural, electrical, plumbing, or mechanical system that requires a permit from a governmental agency, or the abatement of hazardous materials, including lead-based paint, mold, or asbestos, in accordance with applicable federal, state, and local laws, that cannot be reasonably accomplished in a safe manner with the tenant in place and that requires the tenant to vacate the residential real property for at least 30 days. Cosmetic improvements alone, including painting, decorating, and minor repairs, or other work that can be performed safely without having the residential real property vacated, do not qualify as substantial rehabilitation.

(c) Before an owner of residential real property issues a notice to terminate a tenancy for just cause that is a curable lease violation, the owner shall first give notice of the violation to the tenant with an opportunity to cure the violation pursuant to paragraph (3) of Section 1161 of the California Code of Civil Procedure. If the violation is not cured within the time period set forth in the notice, a three-day notice to quit without an opportunity to cure may thereafter be served to terminate the tenancy.

(d) All pending notices of termination issued on or after January 1, 2020 but before the effective date of this Chapter by a residential real property owner for no-fault just cause described in subparagraph 2(D) of subdivision (b) shall be null and void and of no force or effect. Before an owner of residential real property issues a notice to terminate a tenancy for no-fault just cause described in subparagraph 2(D) of subdivision (b), the owner shall have obtained all necessary permits for the substantial remodel from all applicable governmental agencies. All termination notices for no-fault just cause described in subparagraph 2(D) of subdivision (b) shall include a copy of all issued permits and include reasonably detailed information regarding each of (i) the scope of the substantial remodeling work, (ii) why it cannot be reasonably accomplished in a safe manner with the tenant in place, and (iii) why it requires the tenant to vacate for at least 30 days.

(e) (1) For a tenancy for which just cause is required to terminate the tenancy under subdivision (a), if an owner of residential real property issues a termination notice based on a no-fault just cause described in subparagraphs 2(A), 2(C) or 2(D) of subdivision (b), the owner shall, regardless of the tenant's income, at the owner's option, do one of the following:

(A) Assist the tenant to relocate by providing a direct payment to the tenant as described in subparagraph 4(A).

(B) Waive in writing the payment of rent for the final month of the tenancy, prior to the rent becoming due.

(2) For a tenancy for which just cause is required to terminate the tenancy under subdivision (a), if an owner of residential real property issues a termination notice based on withdrawal of the residential real property from the rental market under subparagraph 2(B) of subdivision (b), the owner shall, regardless of the tenant's income, assist the tenant to relocate by providing a direct payment to the tenant as described in subparagraph 4(B).

(3) If an owner issues a notice to terminate a tenancy for no-fault just cause, the owner shall notify the tenant of the tenant's right to relocation assistance or rent waiver pursuant to this Chapter. If the owner elects to waive the rent for the final month of the tenancy as provided in subparagraph (B) of paragraph (1), the notice shall state the amount of rent waived and that no rent is due for the final month of the tenancy.

(4) (A) If an owner of residential real property issues a notice to terminate a tenancy based on a no-fault just cause described in subparagraphs 2(A), 2(C) or 2(D) of subdivision (b), the amount of relocation assistance or rent waiver shall be equal to one month of the tenant's rent that was in effect when the owner issued the notice to terminate the tenancy. Any relocation assistance shall be provided within 15 calendar days of service of the notice.

(B) If an owner of residential real property issues a notice to terminate a tenancy based on withdrawal of the residential real property from the rental market under subparagraph 2(B) of subdivision (b),

(i) The amount of relocation assistance payment per tenant shall, for notices to terminate a tenancy issued between October 15, 2020, and December 31, 2020, be equal to \$5,748, with a maximum payment per unit not to exceed \$17,244. An additional payment equal to \$3,832 shall be due each elderly (62 years or older) or disabled tenant.¹ Payment amounts shall be adjusted annually beginning the first day of January, 2021, according to the percentage increase in the area Consumer Price Index.

(ii) Half of any relocation assistance shall be provided within 15 days of service of the notice to terminate the tenancy. The other half shall be provided within three business days upon certification that the tenant has vacated the rental unit by no more than two calendar days after the date provided in the notice to terminate the tenancy, as extended (if applicable).

(C) If a tenant fails to vacate after the expiration of the notice to terminate the tenancy, the actual amount of any relocation assistance or rent waiver provided pursuant to this subdivision shall be recoverable as damages in an action to recover possession.

(D) The relocation assistance or rent waiver required by this subdivision shall be credited against any other relocation assistance required by any other law.

(5) An owner's failure to strictly comply with this subdivision shall render the notice of termination void.

(f) This Chapter shall not apply to the following types of residential real properties or residential circumstances:

(1) Transient and tourist hotel occupancy as defined in subdivision (b) of Section 1940 of the California Civil Code.

(2) Housing accommodations in a nonprofit hospital, religious facility, extended care facility, licensed residential care facility for the elderly, as defined in Section 1569.2 of the California Health and Safety Code, or an adult residential facility, as defined in Chapter 6 of Division 6 of Title 22 of the Manual of Policies and Procedures published by the California State Department of Social Services.

(3) Dormitories owned and operated by an institution of higher education or a kindergarten and grades 1 to 12, inclusive, school.

(4) Housing accommodations in which the tenant shares bathroom or kitchen facilities with the owner who maintains their principal residence at the residential real property.

¹ San Francisco Residential Rent Stabilization and Arbitration Board, 578 Relocation Payments—37.9A 1/29/20 [Adjusted here for 20.5% Bankrate.com cost of living discount.] For alternate calculation on a per-unit basis, *see also* City of Richmond, Notice of Entitlement to Permanent Relocation Payment and, in Some Instances, a Greater Amount of Permanent Relocation Payment.

http://www.ci.richmond.ca.us/DocumentCenter/View/51952/Relocation_Payment_Entitlement

(5) Single-family owner-occupied residences, including a residence in which the owner-occupant rents or leases no more than two units or bedrooms, including, but not limited to, an accessory dwelling unit or a junior accessory dwelling unit.

(6) A duplex in which the owner occupied one of the units as the owner's principal place of residence at the beginning of the tenancy, so long as the owner continues in occupancy.

(7) Housing that has been issued a certificate of occupancy within the previous 15 years.

(8) Residential real property that is alienable separate from the title to any other dwelling unit, provided that both of the following apply:

(A) The owner is not any of the following:

(i) A real estate investment trust, as defined in Section 856 of the Internal Revenue Code.

(ii) A Corporation.

(iii) A limited liability company in which at least one member is a corporation.

(B) (i) The tenants have been provided written notice that the residential property is exempt from this Chapter using the following statement:

“This property is not subject to the rent limits imposed by Section 194 7 .12 of the Civil Code and is not subject to the just cause requirements of Section 1946.2 of the Civil Code. This property meets the requirements of Sections 1947.12 (d)(5) and 1946.2 (e)(8) of the Civil Code and the owner is not any of the following: (1) a real estate investment trust, as defined by Section 856 of the Internal Revenue Code; (2) a corporation; or (3) a limited liability company in which at least one member is a corporation.”

(ii) For a tenancy existing before July 1, 2020, the notice required under clause (i) may, but is not required to, be provided in the rental agreement.

(iii) For any tenancy commenced or renewed on or after July 1, 2020, the notice required under clause (i) must be provided in the rental agreement.

(iv) Addition of a provision containing the notice required under clause (i) to any new or renewed rental agreement or fixed-term lease constitutes a similar provision for the purposes of subparagraph (E) of paragraph (1) of subdivision (b).

(9) Housing restricted by deed, regulatory restriction contained in an agreement with a government agency, or other recorded document as affordable housing for persons and

families of very low, low, or moderate income, as defined in Section 50093 of the California Health and Safety Code, or subject to an agreement that provides housing subsidies for affordable housing for persons and families of very low, low, or moderate income, as defined in Section 50093 of the California Health and Safety Code or comparable federal statutes.

(g) An owner of residential real property subject to this Chapter shall provide notice to the tenant as follows:

(1) For any tenancy commenced or renewed on or after July 1, 2020, as an addendum to the lease or rental agreement, or as a written notice signed by the tenant, with a copy provided to the tenant.

(2) For a tenancy existing prior to July 1, 2020, by written notice to the tenant no later than August 1, 2020, or as an addendum to the lease or rental agreement.

(3) The notification or lease provision shall be in no less than 12-point type, and shall include the following:

“California law limits the amount your rent can be increased. See Section 1947.12 of the Civil Code for more information. California law also provides that after all of the tenants have continuously and lawfully occupied the property for 12 months or more or at least one of the tenants has continuously and lawfully occupied the property for 24 months or more, a landlord must provide a statement of cause in any notice to terminate a tenancy. See Section 1946.2 of the Civil Code for more information.”

The provision of the notice shall be subject to Section 1632 of the California Civil Code.

(h) Any waiver of the rights under this Chapter shall be void as contrary to public policy.

(i) For the purposes of this Chapter, the following definitions shall apply:

(1) “Owner” and “residential real property” have the same meaning as those terms are defined in Section 1954.51 of the California Civil Code.

(2) “Tenancy” means the lawful occupation of residential real property and includes a lease or sublease.

SECTION 2. This ordinance is an urgency ordinance duly adopted by the City Council by a vote of ____ of its members and shall take effect at 12:00 a.m. on _____, 2020. The City Clerk shall certify to a separate roll call and vote on the question of the emergency of this ordinance and to its passage by the vote of ____ members of the City Council of the City of South Pasadena, and cause the same to be posted in three conspicuous places in the City of South Pasadena.

SECTION 3. This ordinance shall also be adopted by the City Council as a regular ordinance, to the end that in the event of any defect or invalidity in connection with the adoption

of this ordinance as an emergency ordinance, the same shall, nevertheless, be and become effective on the thirty-first (31st) day after it is approved by the Mayor.

SECTION 4. Certification. The City Clerk will certify to the passage and adoption of this Resolution and its approval by the City Council and shall cause the same to be listed in the records of the City.

PASSED, APPROVED AND ADOPTED on this __th day of October, 2020.

Robert S. Joe, Mayor

ATTEST:

APPROVED AS TO FORM:

Evelyn G. Zneimer, City Clerk

Teresa L. Highsmith, City Attorney

I HEREBY CERTIFY the foregoing resolution was duly adopted by the City Council of the City of South Pasadena, California, at a regular meeting held on the __th day of October, 2020, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

Evelyn G. Zneimer, City Clerk
(seal)

Regular City Council Meeting
E-mail Public Comment 11/04/2020

AGENDA ITEM NO. 16
Planning Backlog of Projects and Request for
Enhancement and Backfill Resources

1. Mark Gallatin
2. Mark Smeaton

-----Original Message-----

From: Mark Gallatin [REDACTED]
Sent: Wednesday, November 4, 2020 2:19 PM
To: City Council Public Comment <ccpubliccomment@southpasadenaca.gov>
Subject: Agenda item 16, November 4, 2020 City Council meeting

CAUTION: This email originated from outside of the City of South Pasadena. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Mayor Joe, Mayor Pro Tem Mahmud and members of the City Council,

I urge the City Council to take the actions recommended by staff to provide the support necessary to allow the Planning and Building Department to continue making the progress necessary to alleviate the backlog of planning applications.

I have seen first hand over the past year how the current staff of the department has made operational improvements that have resulted in a reduction of the backlog and in better customer service. There has also been a marked improvement in the quality and quantity of information being provided to the Cultural Heritage Commission. Since the current staff came on board last summer, the CHC for the first time in my tenure has been receiving thorough, well-researched staff reports which have allowed us to make better quality, more informed decisions.

Without the augmented temporary staff support being requested, I am concerned about staff burnout and a reversion to minimal staff reports to the detriment of our commissions and most importantly, our citizens. Utilizing competent contact planning consultants to supplement the in-house staff is a tool I applied successfully in my 33 years in public sector planning agencies to keep work flow progressing in a timely fashion. I strongly urge the Council to approve its use in this case.

Thank you,

Mark Gallatin, AICP
[REDACTED]

Sent from my iPad

From: Mark Smeaton, Architect [REDACTED]
Sent: Wednesday, November 4, 2020 3:47 PM
To: City Council Public Comment <ccpubliccomment@southpasadenaca.gov>
Subject: Comments per Agenda item #16, Meeting 11.04.2020

CAUTION: This email originated from outside of the City of South Pasadena. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Mayor Joe and Council Members,

I am commenting on agenda item #16.

Having served on the Design Review Board as both a member and now Chair for going on two terms, I have worked with several iterations of the planning department, planners, and department heads. I must say the current Planning staff has proven by far the most competent, comprehensive and knowledgeable of all the former staff. I want to specifically draw attention to the thorough DRB agenda/project reports we are given each month.

The reports contain a complete history of each proposed project, past decisions/comments by other reviewing Commissions and the back-up documentation for it. We did not get anything close to this in the past. These new reports also clearly state for our review, deficiencies, violations and or modification requests as to how the project meet the Design Guidelines, General Plan and Zoning Code.

This saves Board Members time that we don't have to spend going back thru guidelines and zoning code regulations and can then spend our time productively suggesting ideas to the applicant to make the proposed project fit within the code and guidelines and be a better fit for the Community.

The Planning department needs the required staffing to maintain the level of service to our Commissions and the Public at large. Being involved in a couple of the large mixed use projects in town, I know first- hand it takes a Planner time to analyze, digest and communicate complex issues back to the Development team to keep the project moving smoothly.

Please see that the Planning Department get the much needed help.

Sincerely,
Mark Smeaton, DRB Chair



Mark Smeaton, Architect

CRUX STUDIO
Architecture + interior design



Regular City Council Meeting
E-mail Public Comment 11/04/2020

AGENDA ITEM NO. 17

**Formation of an Ad Hoc Committee to Review and
Make Recommendations on the Responsibilities and
Duties of City Boards and Commissions**

1. Larry Abelson

From: Lawrence Abelson [REDACTED]
Sent: Tuesday, November 3, 2020 11:06 PM
To: City Council Public Comment <ccpubliccomment@southpasadenaca.gov>
Cc: CCO <cco@southpasadenaca.gov>
Subject: 11/4/20 City Council Meeting - public comment - Agenda no. 17

CAUTION: This email originated from outside of the City of South Pasadena. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Honorable Mayor Joe and Councilmembers,

I am writing to express my concern over the formation of yet another ad hoc committee, this time to "review and make recommendations on the responsibilities and duties of City boards and commissions." I ask that you either outright reject this proposal or postpone it for clarification and further consideration. Here is why:

1. While it is not discussed in the staff report, it is my understanding that the genesis of this proposal is a concern by members of a number of different commissions that, over the past couple of years, under prior city management, they were provided with little to no opportunity to provide input on or otherwise control their agendas, were not being permitted to discuss important issues of interest to the community or provide meaningful input, and were otherwise being diluted, disregarded and dismissed. I shared these concerns. Things have since changed. In my experience as Vice Chair of the MTIC, and in speaking with members of other commissions, the change in city management has brought about a renewed spirit of openness and cooperation and a loosening of the tight controls and limitations which it appears were previously imposed on City staff. So, if there ever was a need for this new proposed ad hoc committee, it has now dissipated.
2. Every time a new committee is established, more of the City's scarce resources are pulled away from their essential functions. With limited staff, we should be loath to pile on additional responsibilities unless absolutely necessary. Per the report, staff will be researching and analyzing a variety of issues relating to citizen boards and commissions, preparing reports, and attending meetings. While it is projected that this process will take 3-4 months, given the charge and staff's other responsibilities, it would not be surprising if the process took much longer. There is also the additional time this Council will have to spend on this committee and the issues and public reaction it triggers. Then, if and when the committee's recommendations are approved, they will have to be implemented, involving more staff and City Council time and resources.
3. The scope and charge of this new committee is way overbroad and needs focus. For example, one of the topics which this proposed committee will review is "past and present commission responsibilities and duties." The City has over 20 boards, commissions and committees, each of which has its own unique set of duties, roles and responsibilities laid out in the ordinance, resolution or other document governing it. In order to have any meaningful impact, this proposed new ad hoc committee would have to review each body and the rules governing it. In addition, the issues which may be challenging one body could be very different from those experienced by another. Is this committee going to make recommendations for each one? How will it or the staff supporting it have the time? How will it be competent to intelligently comment on the functioning of each separate body?

4. Per the staff report, this will be another committee which will not be subject to the Brown Act and presumably will not hold public meetings or otherwise meet openly. If this City has learned nothing else, transparency and integrity of the participants and the process are vital. Closed-door meetings, virtually or otherwise, by a select group of current and former commissions along with one councilmember purporting to "evaluate best practices for commissions" seems to run afoul of these paramount concerns.

5. The answer to every problem is not the formation of another committee, ad hoc or otherwise. Instead, if particular commissions have particular issues, they should be able to discuss them with their staff liaisons. If those conversations are not unavailing or unsuccessful, the city manager can intervene.

Please do not approve or, at a minimum, put a pin in this proposal.

Thank you for your time and all you do for our City.

Larry Abelson