



**CITY OF SOUTH PASADENA
CITY COUNCIL REGULAR MEETING AGENDA**

**Council Chamber
1424 Mission Street, South Pasadena, CA 91030
February 17, 2021, at 7:30 p.m.**

South Pasadena City Council Statement of Civility

As your elected governing board, we will treat each other, members of the public, and city employees with patience, civility and courtesy as a model of the same behavior we wish to reflect in South Pasadena for the conduct of all city business and community participation. The decisions made tonight will be for the benefit of the South Pasadena community and not for personal gain.

NOTICE ON PUBLIC PARTICIPATION & ACCESSIBILITY

Pursuant to Section 3 of Executive Order N-29-20, issued by Governor Newsom on March 17, 2020, the regular meeting of the City Council for February 17, 2021 will be conducted remotely and held by video conference.

The Meeting will be broadcast live on the City's website:
(http://www.spectrumstream.com/streaming/south_pasadena/live.cfm).

Please be advised that pursuant to the Executive Order, and to ensure the health and safety of the public by limiting human contact that could spread the COVID-19 virus, the Council Chambers will not be open for the meeting. Council Members will be participating remotely and will not be physically present in the Council Chambers.

CALL TO ORDER: Mayor Diana Mahmud

ROLL CALL: Councilmembers Jack Donovan; Jon Primuth; and Evelyn G. Zneimer; Mayor Pro Tem Michael Cacciotti; and Mayor Diana Mahmud

PLEDGE OF ALLEGIANCE: Mayor Pro Tem Michael Cacciotti

CLOSED SESSION ANNOUNCEMENTS

- 1. CLOSED SESSION ANNOUNCEMENTS:** A Closed Session Agenda has been posted separately.

PUBLIC COMMENT AND SUGGESTIONS

The City Council welcomes public input. If you would like to comment on an agenda item, members of the public may submit their comments for City Council consideration **by one of the following options:**

Option 1:

Dial (626) 322-2344 and leave a recording of your public comment. Please state your name; if you are providing public comment for open or closed session; and, the agenda item number. If no agenda item number is provided, your public comment will automatically be played under the general public comment portion of the open session meeting. The cutoff time for public comment to be submitted via phone recording is 4 p.m. the day of the Council meeting.

(Note: For the purpose of best ensuring that all of the agenda items are considered at the Council Meeting, the Mayor may exercise the Chair's discretion, subject to the approval of the majority of the City Council, to limit playing of recorded public comment to no more than 30 minutes total on any given agenda item).

Option 2:

Email your public comments to ccpubliccomment@southpasadenaca.gov. Public Comments received in writing **will not be read aloud at the meeting**. Written public comments will be announced at the meeting and become part of the meeting record. Written public comments will be uploaded online for public viewing under Additional Documents. There is no word limit on emailed Public Comment. Please make sure to indicate: 1) your name, and 2) what agenda item you are submitting public comment on.

Pursuant to state law, the City Council may not discuss or take action on issues not on the meeting agenda, except that members of the City Council or staff may briefly respond to statements made or questions posed by persons exercising public testimony rights (Government Code Section 54954.2). Staff may be asked to follow up on such items.

2. Public Comment – General**PRESENTATION****3. Housing Accountability Presentation****COMMUNICATIONS****4. Councilmembers Communications**

Time allotted per Councilmember is three minutes. Additional time will be allotted at the end of the City Council meeting agenda, if necessary.

5. City Manager Communications**6. Reordering of and Additions to the Agenda****OPPORTUNITY TO COMMENT ON CONSENT CALENDAR**

Items listed under the consent calendar are -considered by the City Manager to be routine in nature and will be enacted by one motion unless a public comment has been received or Councilmember requests otherwise, in which case the item will be removed for separate consideration. Any motion relating to an ordinance or a resolution shall also waive the reading of the ordinance or resolution and include its introduction or adoption as appropriate.

CONSENT CALENDAR

7. **Approval of Prepaid Warrants in the amount of \$36,843.17; General City Warrants in the amount of \$241,087.36; General City Warrant Voids in the amount of (\$1,147.73); Payroll in the amount of \$567,251.66; Transfers in the amount of \$165,000.00; Supplemental ACH Payments in the Amount of \$128,159.38**

Recommendation

It is recommended that the City Council approve the Warrants as presented.

8. **Minutes of the Regular City Council Meeting on November 4, 2020**

Recommendation

Approve the minutes of the November 4, 2020 City Council meeting.

9. **Minutes of the Regular City Council Meeting on November 18, 2020**

Recommendation

Approve the minutes of the November 18, 2020 City Council meeting.

10. **Monthly Investment Reports for December 2020**

Recommendation

It is recommended that the City Council receive and file the monthly investment reports for December 2020.

11. **Resolution Condemning the City's History as a Sundown Town and Past Practices of Institutionalized Racism.**

Recommendation

It is recommended that the City Council adopt a resolution entitled "Resolution of the City Council of the City of South Pasadena Condemning the City's History as a Sundown Town and Past Practices of Institutionalized Racism."

12. **Award of Contract to Adhami Engineering Group for the Engineering Design, Construction Documents, and Specifications for Rectangular Rapid Flashing Beacons in an Amount Not-to-Exceed \$49,324**

Recommendation

It is recommended that the City Council:

1. Accept a proposal dated October 8, 2020, from Adhami Engineering Group for the Engineering Design, Construction Documents, and Specifications for Rectangular Rapid Flashing Beacons; and
2. Authorize the Interim City Manager to execute the agreement and any amendments with Adhami Engineering Group for a not-to-exceed amount of \$49,324 (\$44,840 for the proposed amount and \$4,484 for 10% contingency); and
3. Reject other proposal received.

13. Authorize the City Manager to Accept a Grant Award from the Los Angeles County Department of Health Services in an Amount not to Exceed \$94,853 for the Purchase of One Cardiac Monitor/ Defibrillator, One Automatic Chest Compression Device, and Two Ambulance Gurneys

Recommendation

It is recommended that the City Council:

1. Authorize the City Manager to accept a grant award from the Los Angeles County (County) Department of Health Services (DHS) Emergency Medical Services Agency (EMS Agency) in an amount not to exceed \$94,853; and
2. Authorize the purchase of one cardiac monitor/defibrillator and one automatic chest compression device from Zoll Medical Corporation in the amount of \$56,689.67; and
3. Authorize the purchase of two ambulance gurneys from Ferno in the amount of \$37,638.42; and
4. Waive bidding requirements and authorize a single source purchase pursuant to South Pasadena Municipal Code (SPMC) Section 2.99-29(11)(j).

14. Adoption of a Resolution Affirming the San Gabriel Valley Council of Government (SGVCOG) White Paper on Los Angeles Homeless Services Authority (LAHSA) Reform

Recommendation

It is recommended that the City Council approve the attached resolution affirming the SGVCOG white paper on LAHSA reform.

15. Adoption of the 2021-2022 Legislative Platform

Recommendation

It is recommended that the City Council adopt the 2021-2022 Legislative Platform that will serve as the guiding policy document for the City when determining whether a position should be taken on proposed State legislation that may impact the City during the 2021-2022 Legislative Session.

16. Adoption of a Resolution Continuing the Proclamation of a Local Emergency Due to the Outbreak of COVID-19, Authorizing the City Manager to Take All Necessary Actions as the Director of Emergency Services

Recommendation

It is recommended that the City Council approve the attached resolution:

1. Continuing the proclamation of a local emergency due to the outbreak of COVID-19; and

2. Authorizing the City Manager to take all necessary actions as the Director of Emergency Services.

17. Approval of Contract with The Karla Rhay Group, LLC for Diversity, Equity and Inclusion Training for City Employees

Recommendation

It is recommended that the City Council authorize the City Manager to execute the attached contract with The Karla Rhay Group, LLC to provide Diversity, Equity and Inclusion Training for all city employees.

18. Approve Reorganization of Police Department Staffing including the Adoption of a Resolution Authorizing the New Classification and Salary Range of Police Assistant II

Recommendation

It is recommended that the City Council approve the proposed staffing changes in the Police Department and adopt a resolution approving the new classification and salary range of Police Assistant II. The Police Assistant II classification may be implemented as a rotational assignment for existing Police Assistant personnel.

PUBLIC HEARING

19. Hearing to Receive Objections or Protests to the Vegetation Management Program Regarding the Abatement of Weeds, Brush, Rubbish and Refuse Upon or in Front of Specified Property in the City and Authorizing by Minute Order the Abatement of Hazardous Vegetation

Recommendation

It is recommended that the City Council:

1. Hold a Public Hearing and receiving public testimony and hearing any objections or protests to the procedures for abating brush and native vegetation fire hazards identified in the attached Resolution No. 7701; and
2. Adopt by motion an order directing the abatement of hazardous vegetation.

20. Project No. 2355-APP (Continued) - Appeal of the Planning Commission's Decision to Approve Project No. 2191-HDP/TRP – Hillside Development Permit for the street extension of Moffat Street, which will be a private street extending westward from the northern end of Lowell Avenue to allow access to seven lots in the City of Los Angeles and a Tree Removal Permit

Recommendation

Staff recommends that the City Council uphold the Planning Commission's approval of Project No. 2191-HDP/TRP, Hillside Development Permit for the street design of the private street portion of Moffat Street connecting only to Lowell Avenue and Tree Removal Permit for the removal of five trees for the Moffat Street extension, subject to conditions of approval.

ACTION / DISCUSSION

No Items

ADJOURNMENT

**FUTURE CITY COUNCIL MEETINGS
(OPEN SESSION)**

March 3, 2021	Regular City Council meeting	Council Chamber	7:30 p.m.
March 17, 2021	Regular City Council meeting	Council Chamber	7:30 p.m.
April 7, 2021	Regular City Council meeting	Council Chamber	7:30 p.m.

PUBLIC ACCESS TO AGENDA DOCUMENTS AND BROADCASTING OF MEETINGS

City Council meeting agenda packets and any agenda related documents are available online for public inspection on the City website: <https://www.southpasadenaca.gov/government/city-council-meetings/2021-council-meetings>. Additional documents, when presented to City Council, will also be uploaded and available on the City’s website.

Regular meetings are streamed live via the internet at:
http://www.spectrumstream.com/streaming/south_pasadena/live.cfm

AGENDA NOTIFICATION SUBSCRIPTION

Individuals can be placed on an email notification list to receive forthcoming agendas by emailing CityClerk@southpasadenaca.gov or calling the City Clerk’s Division at (626) 403-7230.

ACCOMMODATIONS



The City of South Pasadena wishes to make all of its public meetings accessible to the public. If special assistance is needed to participate in this meeting, please contact the City Clerk's Division at (626) 403-7230 or CityClerk@southpasadenaca.gov. Upon request, this agenda will be made available in appropriate alternative formats to persons with disabilities. Notification at least 48 hours prior to the meeting will assist staff in assuring that reasonable arrangements can be made to provide accessibility to the meeting (28 CFR 35.102-35.104 ADA Title II).

I declare under penalty of perjury that I posted this notice of agenda on the bulletin board in the courtyard of City Hall at 1414 Mission Street, South Pasadena, CA 91030, and on the City’s website as required by law.

2/11/2021

/s/

Date

Maria E. Ayala
Chief City Clerk



City Council Agenda Report

ITEM NO. 7

DATE: February 17, 2021

FROM: Sean Joyce, Interim City Manager

PREPARED BY: Elaine Aguilar, Interim Assistant City Manager

SUBJECT: **Approval of Prepaid Warrants in the Amount of \$36,843.17; General City Warrants in the Amount of \$241,087.36; General City Warrant Voids in the Amount (\$1,147.73); Payroll in the Amount of \$567,251.66; Transfers in the Amount of \$165,000.00; Supplemental ACH Payments in the Amount of \$128,159.38.**

Recommendation Action

It is recommended that the City Council approve the Warrants as presented.

Fiscal Impact

Prepaid Warrants:

Warrant # 312017-312022	\$	18,965.60
ACH	\$	17,877.57
Voids	\$	0

General City Warrants:

Warrant # 312023-312091	\$	190,767.53
ACH	\$	50,319.83
Voids	\$	(1,147.73)

Payroll Period Ending 01/31/2021 \$ 567,251.66

Wire Transfers (LAIF) \$ 0

Wire Transfers (RSA) \$ 0

Wire Transfers (Acct # 2413) \$ 165,000.00

Wire Transfers (Acct # 1936) \$ 0

Supplemental ACH Payment \$ 128,159.38

RSA:

Prepaid Warrants \$ 0

General City Warrants \$ 0

Total \$ 1,137,193.84

Commission Review and Recommendation

This matter was not reviewed by a Commission.

Approval of Warrants

February 17, 2021

Page 2 of 2

Legal Review

The City Attorney has not reviewed this item.

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.

Attachments:

1. Warrant Summary
2. Prepaid Warrant List
3. General City Warrant List
4. Voids
5. Supplemental ACH
6. Payroll

ATTACHMENT 1
Warrant Summary

**City of South Pasadena
Demand/Warrant Register
Recap by fund**

Date 02.17.2021

Fund No.	Amounts		
	Prepaid	Written	
General Fund	101	35,174.97	176,007.00
Insurance Fund	103	-	-
Street Improvement Program	104	-	-
Facilities & Equip.Cap. Fund	105	-	-
Local Transit Return "A"	205	-	159.00
Local Transit Return "C"	207	-	2,707.61
TEA/Metro	208	-	-
Sewer Fund	210	158.90	714.31
CTC Traffic Improvement	211	-	-
Street Lighting Fund	215	-	1,325.13
Public,Education & Govt Fund	217	-	-
Clean Air Act Fund	218	-	-
Business Improvement Tax	220	-	-
Gold Line Mitigation Fund	223	-	-
Mission Meridian Public Garage	226	-	-
Housing Authority Fund	228	-	-
State Gas Tax	230	-	1,209.22
County Park Bond Fund	232	-	820.28
Measure R	233	-	-
Measure M	236	-	35,752.50
Road Maint & Rehab (SB1)	237	-	-
MSRC Grant Fund	238	-	-
Measure W	239	-	-
Measure H	241	-	-
Prop C Exchange Fund	242	-	-
Bike & Pedestrian Paths	245	-	-
BTA Grants	248	-	-
Golden Street Grant	249	-	-
Capital Growth Fund	255	-	-
CDBG	260	-	6,167.10
Asset Forfeiture	270	-	-
Police Grants - State	272	-	-
Homeland Security Grant	274	-	-
Park Impact Fees	275	-	-
HSIP Grant	277	-	-
Arroyo Seco Golf Course	295	-	-
Sewer Capital Projects Fund	310	-	-
Water Fund	500	1,509.30	6,537.46
Water Efficiency Fund	503	-	9,687.75
2016 Water Revenue Bonds Fund	505	-	-
SRF Loan - Water	506	-	-
Water & Sewer Impact Fee	510	-	-
Public Financing Authority	550	-	-
Payroll Clearing Fund	700	-	-
			-
Column Totals:		36,843.17	241,087.36

Fund No.	Amounts		
	Prepaid	Written	
RSA	227	-	-
RSA Report Totals:		-	-
City Report Totals:			277,930.53

Payroll Period Ending 01/31/2021	567,251.66
Wire Transfer - LAIF	-
Wire Transfer - RSA	-
Wire Transfer - Acct # 2413	165,000.00
Wire Transfer - Acct # 1936	-
Supplemental ACH Payments	128,159.38
Voids - Prepaid	-
Voids - General Warrant	(1,147.73)
Grand Report Total:	1,137,193.84

Diana Mahmud, Mayor

Elaine Aguilar, Interim Assistant City Manager

ATTACHMENT 2
Prepaid Warrant List

Accounts Payable

Check Detail

User: EAlvarez
Printed: 02/10/2021 - 11:14AM



Check Number	Check Date		Amount
ADPLC818 - ADP, LLC			
312017	02/03/2021		
Inv	311066		
<u>Line Item Date</u>	<u>Line Item Description</u>		
01/11/2021	Credit Memo for 311066		-400.00
Inv 311066 Total			-400.00
Inv	573528101		
<u>Line Item Date</u>	<u>Line Item Description</u>		
02/05/2021	ADP, LLC Payroll Services P/E 12/25/2020 & P/E 01/12/2021		10,467.11
Inv 573528101 Total			10,467.11
312017 Total:			10,067.11
ADPLC818 - ADP, LLC Total:			10,067.11
AT&T5011 - AT&T			
312018	02/03/2021		
Inv	331 841-0756		
<u>Line Item Date</u>	<u>Line Item Description</u>		
01/07/2021	Account # 331 841-0756 343 2 (01/07-02/06/2021)		33.56
Inv 331 841-0756 Total			33.56
Inv	331 841-0802		
<u>Line Item Date</u>	<u>Line Item Description</u>		
01/07/2021	Account # 331 841-0802 343 6 (01/07-02/06/2021)		33.56
Inv 331 841-0802 Total			33.56
312018 Total:			67.12
AT&T5011 - AT&T Total:			67.12
CBSE6010 - Cell Business Equipment			
312020	02/03/2021		
Inv	70914273		
<u>Line Item Date</u>	<u>Line Item Description</u>		

Check Number	Check Date	Amount
02/03/2021	Community Services Copier Contract # 25334839 (01/01-01/31/202	17.50
Inv 70914273	Total	17.50
312020	Total:	17.50
CBSE6010 - Cell Business Equipment Total:		17.50
CHWP2010 - Colantuono,Highsmith & Whatley,PC		
0	02/03/2021	
Inv 42899		
<u>Line Item Date</u>	<u>Line Item Description</u>	
07/06/2020	SCE Coalition July 2020	232.16
Inv 42899	Total	232.16
Inv 43729		
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/08/2020	SCE Coalition September 2020	227.33
Inv 43729	Total	227.33
0	Total:	459.49
CHWP2010 - Colantuono,Highsmith & Whatley,PC Total:		459.49
CIN4011 - AT&T Mobility		
312019	02/03/2021	
Inv 287014917916x01		
<u>Line Item Date</u>	<u>Line Item Description</u>	
01/06/2021	Account # 287014917916 (12/09-01/08/2021)	444.29
Inv 287014917916x01	Total	444.29
Inv 287269956155x01		
<u>Line Item Date</u>	<u>Line Item Description</u>	
01/06/2021	Account # 287269956155 (01/07-02/06/2021)	665.01
Inv 287269956155x01	Total	665.01
Inv 287288006612x11		
<u>Line Item Date</u>	<u>Line Item Description</u>	
02/03/2021	Account # 287288006612 (10/03/2020-11/02/2020)	87.35
02/03/2021	Account # 287288006612 (10/03/2020-11/02/2020)	759.56
02/03/2021	Account # 287288006612 (10/03/2020-11/02/2020)	331.06
02/03/2021	Account # 287288006612 (10/03/2020-11/02/2020)	264.44
Inv 287288006612x11	Total	1,442.41

Check Number	Check Date	Amount
Inv	287288006612x12	
<u>Line Item Date</u>	<u>Line Item Description</u>	
02/03/2021	Account # 287288006612 (11/03/2020-12/02/2020)	71.55
02/03/2021	Account # 287288006612 (11/03/2020-12/02/2020)	721.70
02/03/2021	Account # 287288006612 (11/03/2020-12/02/2020)	551.51
02/03/2021	Account # 287288006612 (11/03/2020-12/02/2020)	192.10
Inv 287288006612x12 Total		1,536.86
312019 Total:		4,088.57
CIN4011 - AT&T Mobility Total:		4,088.57
COBR7131 - The Advantage Group		
0	02/03/2021	
Inv	1195517	
<u>Line Item Date</u>	<u>Line Item Description</u>	
02/03/2021	February 2021 Premium Reimb. Batch ID: 1195517	15,030.25
Inv 1195517 Total		15,030.25
Inv	127108	
<u>Line Item Date</u>	<u>Line Item Description</u>	
01/05/2021	January 2021 Admin Fee	306.00
Inv 127108 Total		306.00
0 Total:		15,336.25
COBR7131 - The Advantage Group Total:		15,336.25
DIG0800 - Digital Telecommunications Corp		
0	02/03/2021	
Inv	40534	
<u>Line Item Date</u>	<u>Line Item Description</u>	
02/03/2021	Move of Extension 216 to 312	267.50
Inv 40534 Total		267.50
0 Total:		267.50
DIG0800 - Digital Telecommunications Corp Total:		267.50
SCOT8300 - So Cal Office Technologies		
312021	02/03/2021	
Inv	IN1770859	
<u>Line Item Date</u>	<u>Line Item Description</u>	
01/06/2021	Citywide Copier Charges 11/18/2020-12/17/2020	2,787.64

Check Number	Check Date	Amount
Inv IN1770859	Total	2,787.64
312021 Total:		2,787.64
SCOT8300 - So Cal Office Technologies Total:		2,787.64
STA5219 - Staples Business Advantage		
0	02/03/2021	
Inv	3461341406	
<u>Line Item Date</u>	<u>Line Item Description</u>	
11/06/2020	Finance Department Office Supplies	124.34
Inv	3461341406 Total	124.34
Inv	3461341407	
<u>Line Item Date</u>	<u>Line Item Description</u>	
11/06/2020	Finance Department Office Supplies	158.74
Inv	3461341407 Total	158.74
Inv	3461683703	
<u>Line Item Date</u>	<u>Line Item Description</u>	
11/06/2020	Finance Department Office Supplies	91.50
Inv	3461683703 Total	91.50
Inv	3461683704	
<u>Line Item Date</u>	<u>Line Item Description</u>	
11/06/2020	Finance Department Office Supplies	21.79
Inv	3461683704 Total	21.79
Inv	3461746265	
<u>Line Item Date</u>	<u>Line Item Description</u>	
11/06/2020	Finance Department Office Supplies	27.78
Inv	3461746265 Total	27.78
Inv	3464765932	
<u>Line Item Date</u>	<u>Line Item Description</u>	
12/18/2020	Police Department Office Supplies	184.89
Inv	3464765932 Total	184.89
Inv	3464765933	
<u>Line Item Date</u>	<u>Line Item Description</u>	
12/18/2020	Police Department Office Supplies	152.10
Inv	3464765933 Total	152.10

Inv 3464765934

<u>Line Item Date</u>	<u>Line Item Description</u>	
12/18/2020	Police Department Office Supplies	40.23

Inv 3464765934 Total 40.23

Inv 3464765935

<u>Line Item Date</u>	<u>Line Item Description</u>	
12/18/2020	Police Department Office Supplies	224.89

Inv 3464765935 Total 224.89

Inv 3466385663

<u>Line Item Date</u>	<u>Line Item Description</u>	
01/07/2021	Police Department Office Supplies	94.73

Inv 3466385663 Total 94.73

Inv 3466461865

<u>Line Item Date</u>	<u>Line Item Description</u>	
01/08/2021	Police Department Office Supplies	82.67

Inv 3466461865 Total 82.67

Inv 3466461866

<u>Line Item Date</u>	<u>Line Item Description</u>	
01/08/2021	Police Department Office Supplies	610.67

Inv 3466461866 Total 610.67

0 Total: 1,814.33

STA5219 - Staples Business Advantage Total: 1,814.33

TIM4011 - Time Warner Cable

312022 02/03/2021

Inv 0311688011121

<u>Line Item Date</u>	<u>Line Item Description</u>	
02/03/2021	Account # 8448 30 008 0311688 (01/11/21-02/10/21)	513.97

Inv 0311688011121 Total 513.97

Inv 0311704011121

<u>Line Item Date</u>	<u>Line Item Description</u>	
02/03/2021	Account # 8448 30 008 0311704 (01/11/21-02/10/21)	513.97

Inv 0311704011121 Total 513.97

Check Number **Check Date** **Amount**

Inv 0311712011121

<u>Line Item Date</u>	<u>Line Item Description</u>	
02/03/2021	Account # 8448 30 008 0311712 (01/11/21-02/10/21)	909.72

Inv 0311712011121 Total 909.72

312022 Total: 1,937.66

TIM4011 - Time Warner Cable Total: 1,937.66

Total: 36,843.17

ATTACHMENT 3
General City Warrant List

Accounts Payable

Checks by Date - Detail by Check Date

User: ealvarez
 Printed: 2/9/2021 6:28 PM



Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
ACH	ACTM3010	Accountemps (Robert Half International)	02/17/2021	
	56872490	Full Time Accountant for Finance Backlog W/E		2,700.00
	57005758	Full Time Accountant for Finance Backlog W/E		2,487.21
	57047671	Full Time Accountant for Finance Backlog W/E		1,733.82
	57086906	Full Time Accountant for Finance Backlog W/E		2,389.03
	57099774	Adjustment for W/E 01/08/2021		-23.80
	57099855	Adjustment W/E 01/15/2021		-24.81
	57099857	Adjustment 01/22/2021		-17.29
	57099862	Adjustment 01/29/2021		-23.83
	REB56963762	Full Time Accountant for Finance Backlog W/E		2,386.30
Total for this ACH Check for Vendor ACTM3010:				11,606.63
ACH	AIR6010	Airgas USA LLC	02/17/2021	
	9977370039	Oxygen Cylinder Rental - January 2021		269.55
Total for this ACH Check for Vendor AIR6010:				269.55
ACH	CRDA1021	Corodata Records Management	02/17/2021	
	RS4641267	Records Storage October 2020		379.13
	RS4649554	Records Storage November 2020		397.77
	RS4657876	Records Storage December 2020		431.55
Total for this ACH Check for Vendor CRDA1021:				1,208.45
ACH	DDL8010	Dr. Detail Ph.D	02/17/2021	
	2272	Fleet Cleaning and Sanitizing for Dial-a-Ride Vel		785.00
	2274	Sanitizing for Police Vehicles Unit # 1404		25.00
	2286	Fleet Cleaning and Sanitizing for Dial-a-Ride Vel		870.00
Total for this ACH Check for Vendor DDL8010:				1,680.00
ACH	ERIZ	Erin Isozaki	02/17/2021	
	113075	Refund Cancelled Class due to COVID-19		110.00
	113076	Refund Cancelled Class due to COVID-19		110.00
	113078	Refund Cancelled Class due to COVID-19		110.00
Total for this ACH Check for Vendor ERIZ:				330.00
ACH	GPPT9090	Gopher Patrol	02/17/2021	
	430272	Rodent Control City Parks November 2020		95.00
	435564	Rodent Control City Parks October 2020		250.00
	446142	Rodent Control City Parks December (12/15/202)		250.00
	446143	Rodent Control City Parks December (12/30/202)		250.00
	446394	Rodent Control City Parks @ Pasadena Ave. Me		95.00
Total for this ACH Check for Vendor GPPT9090:				940.00
ACH	OVD8011	OverDrive Inc.	02/17/2021	
	01148CO21009919	eBooks/ Audiobooks		754.90
	01148CO21009926	eBooks/ Audiobooks		438.45

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	01148CO21009936	eBooks/ Audiobooks		18.99
	01148CO21011587	eBooks/ Audiobooks		50.00
	01148CO21017348	eBooks/ Audiobooks		328.61
	01148CO21023078	eBooks/ Audiobooks		812.97
Total for this ACH Check for Vendor OVDR8011:				2,403.92
ACH	POS5265 1338268	Post Alarm Systems Post Alarm System for Rec & WMB Bldg. (02/0	02/17/2021	103.48
Total for this ACH Check for Vendor POS5265:				103.48
ACH	POSU8132	Prudential Overall Supply	02/17/2021	
	52419445	Public Works Scrapper Mats FY20-21		3.87
	52419445	Public Works Scrapper Mats FY20-21		3.87
	52419445	Public Works Scrapper Mats FY20-21		3.87
	52419445	Public Works Scrapper Mats FY20-21		3.87
	52419445	Public Works Scrapper Mats FY20-21		3.87
	52419446	Public Works Uniform Cleaning Services FY20-		28.57
	52419446	Public Works Uniform Cleaning Services FY20-		9.65
	52419446	Public Works Uniform Cleaning Services FY20-		11.45
	52419446	Public Works Uniform Cleaning Services FY20-		9.65
	52419446	Public Works Uniform Cleaning Services FY20-		14.38
	52419447	Public Works Uniform Cleaning Services FY20-		26.55
	52419447	Public Works Uniform Cleaning Services FY20-		29.96
	52419448	Public Works Scrapper Mats FY20-21		6.24
	52419448	Public Works Scrapper Mats FY20-21		6.23
Total for this ACH Check for Vendor POSU8132:				162.03
ACH	PUWA8020 C202021292	Pure Water Fire Department Supplies February 2021	02/17/2021	87.39
Total for this ACH Check for Vendor PUWA8020:				87.39
ACH	RAMS3041	Rogers Anderson, Malody & Scott LLP	02/17/2021	
	63483	Non-Audit Services for Audit and CAFR Preper:		8,000.00
	64640	Non-Audit Services for Audit and CAFR Preper:		9,000.00
	65021	Citywide Financial Audit Prof. Services FY18-1'		11,007.00
Total for this ACH Check for Vendor RAMS3041:				28,007.00
ACH	SPBK TM INV-003589	SBRK Finance Holdings, Inc. T&M Springbrook Premise Upgrade	02/17/2021	2,156.25
Total for this ACH Check for Vendor SPBK:				2,156.25
ACH	STA5219	Staples Business Advantage	02/17/2021	
	3462153055	Public Works PPE Supplies		9.65
	3462153055	Public Works PPE Supplies		9.65
	3462153055	Public Works PPE Supplies		9.65
	3462153055	Public Works PPE Supplies		9.65
	3462153055	Public Works PPE Supplies		9.65
	3462153055	Public Works PPE Supplies		9.65
	3462153055	Public Works PPE Supplies		9.65
	3462153055	Public Works PPE Supplies		9.67
	3462153055	Public Works PPE Supplies		9.65
	3462211869	Streets Division Office Supplies		150.80
	34623367297	Public Works Street & Facilities Divisions Office		468.55
	34623367297	Public Works Street & Facilities Divisions Office		468.55
	3462367298	Water Division Supplies		190.36

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
Total for this ACH Check for Vendor STA5219:				1,365.13
312023	ALL0197	All Star Fire Equipment, Inc.	02/17/2021	
	229204	Fire Dept. Safety Clothing & Equipment		139.89
	229256	Fire Dept. Safety Clothing & Equipment		246.81
	229336	Fire Dept. Safety Clothing & Equipment		74.45
Total for Check Number 312023:				461.15
312024	SHBE8032	Shuny Bee	02/17/2021	
	6667-6664	Class Instructor: Olympic Taekwondo & JeetKui		235.20
Total for Check Number 312024:				235.20
312025	BT4U8180	Better 4 You Meals	02/17/2021	
	1120-3319	Senior Meals Onsite Program November 2020		6,167.10
Total for Check Number 312025:				6,167.10
312026	BOBM2011	Bob Murray & Associates	02/17/2021	
	8824	Professional Services for Recruiting (Executive t		3,402.31
Total for Check Number 312026:				3,402.31
312027	TYBL7000	Tyler Borrello	02/17/2021	
	07.06-07.10.20	Reimb. Training Expense SRO Borello (07/06-0'		111.00
Total for Check Number 312027:				111.00
312028	CAL5236	CA Linen Services	02/17/2021	
	1835237	Linens for Fire Department		88.53
	1836934	Linens for Fire Department		95.49
	1838387	Linens for Fire Department		89.61
Total for Check Number 312028:				273.63
312029	DACA4011	David Calderon	02/17/2021	
	12.01.2020	Reimb. Training Expense for Officer Calderon		57.73
Total for Check Number 312029:				57.73
312030	CAN0607	Cantu Graphics	02/17/2021	
	20234	Fuel Consumption Sheets for Community Servic		107.49
Total for Check Number 312030:				107.49
312031	CAV831	Cavanaugh & Associates	02/17/2021	
	3950-20280-2004	DUI Seminar for Officers Gramajo & Roppo		1,240.00
Total for Check Number 312031:				1,240.00
312032	CHAG8032	Emily Chang	02/17/2021	
	6600-6611	Class Instructor: Kindermusik & Group Piano		340.80
Total for Check Number 312032:				340.80
312033	CHE6010	Chem Pro Laboratory, Inc.	02/17/2021	
	670140	City Cooling Tower Regular Maint. at Civic Cen		144.00
Total for Check Number 312033:				144.00
312034	SPMN3010	City of South Pasadena	02/17/2021	

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	14044	Utility Billing for Dog Park (11.19-01.19.2021)		465.50
			Total for Check Number 312034:	465.50
312035	CDPS1020 67058	Code Publishing Inc. Municipal Code Web Update Ordinance No. 234	02/17/2021	56.85
			Total for Check Number 312035:	56.85
312036	COM0699 00037581	Compressed Air Specialties Inc Service Repair on Bauer Air Compressor	02/17/2021	325.00
			Total for Check Number 312036:	325.00
312037	CRSR2010 DN 1289166 DN 1292871 DN 1296476	Corodata Shredding Inc. October 2020 Shredding Services November 2020 Shredding Services December 2020 Shredding Services	02/17/2021	171.98 100.11 100.11
			Total for Check Number 312037:	372.20
312038	DSP0755 8906 8933	D & S Printing PW Employee of Quarter Plaque Printing & Duplication of Library Hours PVC Si	02/17/2021	209.48 88.20
			Total for Check Number 312038:	297.68
312039	DUNN9257 2170084357	Dunn Edwards Paints Arroyo Park Paint	02/17/2021	139.18
			Total for Check Number 312039:	139.18
312040	EBCL4011 2728	Eco Bear Biohazard Cleaning Company Cleanup of Urine In Police Vehicle	02/17/2021	100.00
			Total for Check Number 312040:	100.00
312041	ECTS8232 1835 1835	EcoTech Services, Inc. Water Bottle Filling Stations at City Facilities Water Bottle Filling Stations at City Facilities	02/17/2021	3,000.00 3,000.00
			Total for Check Number 312041:	6,000.00
312042	EVGI8520 27262	Emergency Vehicle Group Inc. Vehicle Maint. E-81	02/17/2021	1,412.04
			Total for Check Number 312042:	1,412.04
312043	FRGS6011 543	Fair Oaks Gas & Smog Smog Check for PW Inspectors Truck	02/17/2021	50.00
			Total for Check Number 312043:	50.00
312044	FFCA8060 2021	Foothill Fire Chiefs Association Annual Membership Dues 2021	02/17/2021	150.00
			Total for Check Number 312044:	150.00
312045	GAL7788 6502-6504-05	Donna Gale Class Instructor: Online Ballet & Master Chef	02/17/2021	2,312.00
			Total for Check Number 312045:	2,312.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
312046	GALL5011 017120456 017120470	Galls, LLC Fire Department Uniforms Fire Department Uniforms	02/17/2021	278.64 255.86
Total for Check Number 312046:				534.50
312047	GAR5011 130620 130620 131306 131318 132195 132833 134333	Garvey Equipment Co Tools & Supplies for Parks Division Tools & Supplies for Parks Division Tools & Supplies for Parks Division Tools & Supplies for Parks Division Tools & Supplies for Parks Division Tools & Supplies for Parks Division Tools & Supplies for Parks Division	02/17/2021	14.39 143.51 102.38 26.37 489.69 356.58 235.56
Total for Check Number 312047:				1,368.48
312048	GEN1207 28356	General Pump Company Pump Station Inspection	02/17/2021	595.00
Total for Check Number 312048:				595.00
312049	GOLD6417 17287	Golden Bell Products, Inc. Lifstation Degreaser Annual Maintenance	02/17/2021	354.78
Total for Check Number 312049:				354.78
312050	GRA6601 9223882862	Grainger Flag at War Memorial Building	02/17/2021	103.25
Total for Check Number 312050:				103.25
312051	GRE4011 09.14-09.18.20	Ederson Gramajo Reimb. Training & Travel Expense Offcr. Gram:	02/17/2021	846.26
Total for Check Number 312051:				846.26
312052	MRGR5265 113024	Mary Green Refund Cancelled Trip to Getty Villa	02/17/2021	10.00
Total for Check Number 312052:				10.00
312053	HATC8025 11602 11603 11633	Halls Auto Tech Center Transit Division 45 Day Inspection of Van # 75 Transit Division Van # 75 Tire Replacements Transit Division 45 Day Inspection of Van # 80	02/17/2021	95.00 532.53 95.00
Total for Check Number 312053:				722.53
312054	HDLC3011 SIN005655 SIN005952	HdL Coren & Cone Contract Services - Sales Tax Contract Services - Transaction Tax	02/17/2021	1,331.97 300.00
Total for Check Number 312054:				1,631.97
312055	INT6115 75617 75628	Interstate Batteries Battery Replacement for Yard Forklift Battery Replacement for Unit # 11	02/17/2021	100.17 142.06
Total for Check Number 312055:				242.23
312056	TAHZ8267	Tahmizian Jivan	02/17/2021	

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	6562	Class Instructor: Individual Piano 1 Lesson		224.00
Total for Check Number 312056:				224.00
312057	JHA307	John L. Hunter Associates, Inc.	02/17/2021	
	SP1MS412007	Prof. Sevice for City's Stormwater Compliance J		828.00
	SP1MS412008	Prof. Sevice for City's Stormwater Compliance A		1,215.00
	SP1MS412009	Prof. Sevice for City's Stormwater Compliance S		1,767.50
	SP1MS412010	Prof. Sevice for City's Stormwater Compliance C		5,181.25
	SP1MS412011	Prof. Sevice for City's Stormwater Compliance N		1,855.00
Total for Check Number 312057:				10,846.75
312058	KOAC6010	KOA Corporation	02/17/2021	
	JC02062-1	Consultant to Assist City with Application for C;		10,000.00
	JC02077-1	Consultant to Assist City with Grant Application		5,330.00
Total for Check Number 312058:				15,330.00
312059	LBJN8200	Library Journals LLC	02/17/2021	
	2021-45441	Training: Equity In Action: Fostering an Antirac		1,620.00
Total for Check Number 312059:				1,620.00
312060	LIFE822	Life-Assist Inc.	02/17/2021	
	1065085	COVID-19 Medical Supplies		322.81
Total for Check Number 312060:				322.81
312061	MCM2352	McMaster Carr Supply Co	02/17/2021	
	50554078	Fuse for Power Panel @ Grand Pump Station W;		36.99
Total for Check Number 312061:				36.99
312062	NCCMC4011	New Century Motorcycles	02/17/2021	
	85451	Replacement of Front Brake Pad Unit # 1801		206.75
Total for Check Number 312062:				206.75
312063	KLSR8032	North American Youth Activities LLC	02/17/2021	
	6506-6512	Class Instructor: Online Parent & Me Soccer 2 C		64.00
Total for Check Number 312063:				64.00
312064	OREI6711	O' Reilly Automotive Inc.	02/17/2021	
	3213-194451	PW Car Wash Supplies for Facility Vehicles		38.28
	3213-196306	Automotive Supplies Water Division		104.33
	3213-196631	Automotive Supplies Water Division		6.72
Total for Check Number 312064:				149.33
312065	ORA4011	Orange County Sheriff's Department	02/17/2021	
	2060-20985	Driver Simulator Course 12/01/2020 for 28 Polic		128.80
Total for Check Number 312065:				128.80
312066	PAMO2990	Panoptic Monterey, LLC	02/17/2021	
	1007	Bond Release for 191 Monterey Road		35,250.00
Total for Check Number 312066:				35,250.00
312067	PHS4011	Pasadena Humane Society	02/17/2021	
	FEB2021SoPas	Animal Control Services February 2021		14,297.50

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	OCT2020SoPas	Animal Control Services October 2020		14,297.50
			Total for Check Number 312067:	28,595.00
312068	POIN8032 6623-6658	Pointe by Pointe Class Instructor: Cardio Bar & Hip Hop Choreog	02/17/2021	240.00
			Total for Check Number 312068:	240.00
312069	PWCW6710 0176505 0176506	PollardWater Water Distribution Supplies Water Distribution Supplies	02/17/2021	60.77 110.60
			Total for Check Number 312069:	171.37
312070	PRCMIN 76416	Purple Communications, Inc. Annual Renewal of ASL Interpretation Video Re	02/17/2021	300.00
			Total for Check Number 312070:	300.00
312071	BKQR5265 113063	Becky Quiroz Refund Cancelled Trip to Getty Villa	02/17/2021	10.00
			Total for Check Number 312071:	10.00
312072	RNML5270 113064	Melissa Rencehausen Refund Cancelled Class due to COVID-19	02/17/2021	110.00
			Total for Check Number 312072:	110.00
312073	RIN7777 25145 26724	Rincon Consultants Inc Preparation of Required CEQA Documents for C Preparation of Required CEQA Documents for C	02/17/2021	9,204.50 483.25
			Total for Check Number 312073:	9,687.75
312074	RKAC6010 30575 30701	RKA Consulting Group Engineering Design, and Construction Managem Engineering Design, and Construction Managem	02/17/2021	20,092.50 15,660.00
			Total for Check Number 312074:	35,752.50
312075	SGVMC111 861183 863784 865292 866152	San Gabriel Valley Medical Center Blood Alcohol Withdrawl on 10/12/2020 Blood Alcohol Withdrawl on 11/27/2020 Blood Alcohol Withdrawl on 12/19/2020 Blood Alcohol Withdrawl on 01/09/2021	02/17/2021	48.00 48.00 48.00 48.00
			Total for Check Number 312075:	192.00
312076	MICH4011 01.04.2021 01.06.2021 01.08.2021 01.11.2021 01.13.2021 12.23.2020 12.30.2020	Michael Sanchez Reimb. Officer Sanchez for Motorcycle Fuel Exj Reimb. Officer Sanchez for Motorcycle Fuel Exj Reimb. Officer Sanchez for Motorcycle Fuel Exj Reimb. Officer Sanchez for Motorcycle Fuel Exj Reimb. Officer Sanchez for Motorcycle Fuel Exj Reimb. Officer Sanchez for Motorcycle Fuel Exj Reimb. Officer Sanchez for Motorcycle Fuel Exj	02/17/2021	16.78 21.67 18.70 17.72 21.38 20.42 21.77
			Total for Check Number 312076:	138.44
312077	SCAT6710	Scott's Automotive	02/17/2021	

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	15637	Vehicle Maint. Water Division Unit # 16		134.05
	15655	Vehicle Maint. Water Division Unit # 3		49.13
	15657	Vehicle Maint. Water Division Unit # 10		49.13
	15700	Police Department Vehicle Maint. & Repairs Un		86.63
Total for Check Number 312077:				318.94
312078	SDSI0107	SDS Security Design Systems	02/17/2021	
	230267	Security for City Council Chambers 01/01-01/31		67.12
	230268	Securitiy for City Hall 1st Floor 01/01-01/31/202		101.71
	230269	Securitiy for City Hall Gate 01/01-01/31/2020		45.66
	230270	Securitiy for Fire Department Gate 01/01-01/31/2		36.66
	230271	Securitiy for Fire Department EOC 01/01-01/31/2		77.14
Total for Check Number 312078:				328.29
312079	STDF4010	Sentinel Defense, LLC	02/17/2021	
	0042	Re-Issued Pmt. for Training Class of Officers. Girc		1,095.00
	0044	Training Class Pistol Optrics Officers. Giron & Pt		750.00
Total for Check Number 312079:				1,845.00
312080	SCA4329	So. CA Ass'n. of Government	02/17/2021	
	FY2020-21	Souther CA Assn. of Governments Dues FY20-2		2,295.40
	FY2020-21	Souther CA Assn. of Governments Dues FY20-2		159.00
Total for Check Number 312080:				2,454.40
312081	SOGA6501	SoCalGAS	02/17/2021	
	196-493-8529 1	CNG for City Vehicles (12/01/20-01/01/2021)		105.59
	196-493-8529 1	CNG for City Vehicles (11/01-12/01/2020)		117.00
	196-493-8529 1	CNG for City Vehicles (11/01-12/01/2020)		117.00
	196-493-8529 1	CNG for City Vehicles (12/01/20-01/01/2021)		105.59
	196-493-8529 1	CNG for City Vehicles (12/01/20-01/01/2021)		105.59
	196-493-8529 1	CNG for City Vehicles (11/01-12/01/2020)		116.97
	196-493-8529 1	CNG for City Vehicles (12/01/20-01/01/2021)		105.59
	196-493-8529 1	CNG for City Vehicles (11/01-12/01/2020)		117.00
	196-493-8529 1	CNG for City Vehicles (11/01-12/01/2020)		117.00
	196-493-8529 1	CNG for City Vehicles (12/01/20-01/01/2021)		105.56
	196-493-8529 1	CNG for City Vehicles (11/01-12/01/2020)		117.00
	196-493-8529 1	CNG for City Vehicles (12/01/20-01/01/2021)		105.59
Total for Check Number 312081:				1,335.48
312082	THBV5265	Beverly Thomas	02/17/2021	
	113062	Refund Cancelled Trip to Getty Villa		10.00
Total for Check Number 312082:				10.00
312083	TAEV9224	Total Access Elevator Inc.	02/17/2021	
	60470	City Wide Elevator Maint. November 2020		385.00
	60470	City Wide Elevator Maint. November 2020		630.75
	61702	City Wide Elevator Maint. December 2020		630.75
	61702	City Wide Elevator Maint. December 2020		385.00
	62898	City Wide Elevator Maint. January 2021		400.00
	62898	City Wide Elevator Maint. January 2021		630.75
Total for Check Number 312083:				3,062.25
312084	UCL6115	UC Regents	02/17/2021	
	2822	Continuing Education & Improvement for FD Fe		2,150.50

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	14301357	PW Department Supplies		148.30
	14301363	PW Department Supplies COVID-19		55.07
	14301363	PW Department Supplies		24.24
	14301364	PW Department Supplies		62.72
	14301366	Police Department Supplies		3.30
	14301371	Fire Department Supplies		104.19
	14301379	PW Department Supplies		103.15
	14301387	PW Department Supplies		231.59
	14301389	Fire Department Supplies		19.83
	14301390	PW Department Supplies		77.75
	14301401	PW Department Supplies COVID-19		40.78
	14301412	PW Department Supplies COVID-19		209.40
			Total for Check Number 312090:	2,606.77
312091	GRA1244 SPAS1220	Woods Maintenance Services, Inc. City Wide Graffiti Removal Services 12/01/2020	02/17/2021	1,293.00
			Total for Check Number 312091:	1,293.00
			Total for 2/17/2021:	241,087.36
			Report Total (82 checks):	241,087.36

ATTACHMENT 4
Prepaid & Warrant Voids

Accounts Payable

Void Check Proof List

User: ealvarez
 Printed: 02/04/2021 - 9:47AM



Account Number	Amount	Invoice No	Inv Date	Description	Reference	Task Label	Type	PONumber	Close PO?	Line Item
Vendor: STDF4010				Sentinel Defense, LLC						
Check No: 311920				Check Date: 01/20/2021						
	1,100.00	0042	01/12/2021	Training Class for Offrs. Giron-Garrid					No	0
101-4010-4011-8210-000										
Check Total:	1,100.00									
Vendor Total:	1,100.00									
Report Total:	1,100.00									

Accounts Payable

Void Check Proof List

User: ealvarez
 Printed: 02/09/2021 - 9:32AM



Account Number	Amount	Invoice No	Inv Date	Description	Reference	Task Label	Type	PONumber	Close PO?	Line Item
Vendor: DACA4011				David Calderon						
Check No: 311859				Check Date: 01/20/2021						
	47.73	12.01.2020	12/01/2020	Reimb. Travel Training Expense Offic					No	0
101-4010-4011-8210-000										
Check Total:	47.73									
Vendor Total:	47.73									
Report Total:	47.73									

ATTACHMENT 5
Supplemental ACH
Payments



ACH Payment Log			
Date	Vendor	Amount	Description
1/28/2021	Synchrony Bank/ Amazon	\$2,563.24	Online Payment for City's Amazon Expenses from 09/11/2020-11/04/2020.
2/6/2021	So Cal Edison	\$23,954.39	Online Payment for City's So Cal Edison Accounts.
2/9/2021	So Cal Edison	\$101,641.75	Online Payment for City's So Cal Edison Accounts.

Total:

\$128,159.38

ATTACHMENT 6
Payroll Summary

Liability	Taxes Debited			
	Federal Income Tax			71,751.99
	Earned Income Credit Advances			.00
	Social Security - EE			1,309.07
	Social Security - ER			1,309.02
	Social Security Adj - EE			.00
	Medicare - EE			9,105.40
	Medicare - ER			9,105.44
	Medicare Adj - EE			.00
	Medicare Surtax - EE			.00
	Medicare Surtax Adj - EE			.00
	COBRA Premium Assistance Payments			.00
	Federal Unemployment Tax			.00
	Families First FMLA-PSL Payments Credit			.00
	Families First ER Medicare Credit			.00
	Families First FMLA-PSL Health Care Premium Credit			.00
	CARES Retention Qualified Payments Credit			.00
	CARES Retention Qualified Health Care Credit			.00
	State Income Tax			29,117.75
	State Unemployment Insurance - EE			.00
	State Unemployment Insurance - ER			.00
	State Unemployment Insurance Adj - EE			.00
	State Disability Insurance - EE			.00
	State Disability Insurance - ER			.00
	State Disability Insurance Adj - EE			.00
	State Family Leave Insurance - EE			.00
	State Family Leave Insurance - ER			.00
	State Family Leave Insurance Adj - EE			.00
	State Medical Leave Insurance - EE			.00
	State Medical Leave Insurance - ER			.00
	Workers' Benefit Fund Assessment - EE			.00
	Workers' Benefit Fund Assessment - ER			.00
	Transit Tax - EE			.00
	Local Income Tax			.00
	School District Tax			.00
	Total Taxes Debited	Acct. No. XXXXX3688	Tran/ABA XXXXXXXXX	121,698.67
Other Transfers	ADP Direct Deposit	Acct. No. XXXXX3688	Tran/ABA XXXXXXXXX	441,394.41
	ADP Check	Acct. No. XXXXX3688	Tran/ABA XXXXXXXXX	966.76
	Wage Garnishments	Acct. No. XXXXX3688	Tran/ABA XXXXXXXXX	3,191.82
	Total Amount Debited From Your Accounts			567,251.66
Bank Debits and Other Liability	Adjustments/Prepay/Voids			.00
Taxes - Your Responsibility	None This Payroll			

Total Liability
567,251.66
567,251.66
567,251.66

Net Pay	Checks	966.76	
	Direct Deposits	441,394.41	
	Subtotal Net Pay		442,361.17
	Adjustments	.00	
	Total Net Pay Liability (Net Cash)		442,361.17

Taxes	Agency	Rate	You are responsible for Depositing these amounts		Amount debited from your account	
			EE withheld	ER contrib.	EE withheld	ER contrib.
Federal	Federal Income Tax				71,751.99	
	Earned Income Credit Advances					
	Social Security				1,309.07	1,309.02
	Medicare				9,105.40	9,105.44
	Medicare Surtax					
	Federal Unemployment Tax					
	Subtotal Federal				82,166.46	10,414.46
	Families First FMLA-PSL Payments Credit					
	Families First ER Medicare Credit					
	Families First Health Care Premium Credit					
	CARES Retention Qualified Payments Credit					
	CARES Retention Qualified Health Care Cre					
	Cobra Premium Assistance Payments					
	Total Federal				82,166.46	10,414.46
State	CA State Income Tax				29,117.75	
	CA State Unemployment Insurance-ER					
	CA State Disability Insurance-EE					
	Subtotal CA				29,117.75	29,117.75
	Total Taxes		.00	.00	111,284.21	10,414.46

Amount ADP Debited From Account XXXXX3688 Tran/ABA XXXXXXXXXX 121,698.67

Excludes Taxes That Are Your Responsibility

Other	ADP Direct Deposit	441,394.41	
Transfers	ADP Check	966.76	
	Wage Garnishments	3,191.82	
	Amount ADP Debited From Account XXXXX3688 Tran/ABA XXXXXXXXXX		445,552.99

215 Employee Transactions

Total Amount ADP Debited From Your Accounts 567,251.66



Wednesday, November 4, 2020
Minutes of the Regular Meeting of the City Council

CALL TO ORDER

A Regular Meeting of the South Pasadena City Council was called to order by Mayor Joe on Wednesday, November 4, 2020, at 7:34 p.m., in the Council Chamber, located at 1424 Mission Street, South Pasadena, California.

ROLL CALL

Present: Councilmember Rossi

Present via Zoom: Councilmembers Cacciotti and Schneider; Mayor Pro Tem Mahmud and Mayor Joe

Absent: None

City Staff Present: Interim City Manager Sean Joyce (in attendance via Zoom); City Attorney Teresa Highsmith (in attendance via Zoom); and Chief City Clerk Ayala were present at Roll Call.

PLEDGE OF ALLEGIANCE

The Flag Salute was led by Executive Assistant to the City Manager Tamara Binns.

PUBLIC COMMENT

1. Public Comments - General

Mayor Joe announced public comments for the meeting were received on a recorded voice line from the following individuals on general topics in addition to the emails received. He noted the public should be aware the City Council would not discuss comments or vote on non-agenda items and public comments on agenda items would be taken when the item is addressed.

Chief City Clerk Ayala played an audio recording of the public comment received via the City's public comment phone line:

- Ed Donnelly - Provided comments thanking South Pasadena voters for their support of Measure U in the November 3, 2020 election.

- Ava Dunville - Provided comments regarding her concerns South Pasadena Police Department (SPPD) and other City officials over incidents that took place at a rally on Sunday, November 1, 2020; and called for an investigation into the assault of a 16-year-old girl at the rally.
- Jan Marshall - Provided comments regarding her concerns at the South Pasadena Police Department's inability to maintain public safety at a rally on Sunday, November 1, 2020.

COMMUNICATIONS

2. Councilmembers Communications

Councilmember Rossi reported receiving several comments regarding the rally and stated he was also in attendance. He noted he was personally acquainted with those who had been spit upon by the rally goers. He also reported having observed SPPD interactions with concerned parents, and expressed his own concerns with the situation. He recommended SPPD review its response, but was not calling for a formal investigation at this time.

Councilmember Cacciotti requested Chief City Clerk Ayala display various pictures regarding:

- Rally event - He commented on his observations of the event, and conversations with residents and Mayor Joe regarding same. He also spoke to Interim City Manager Joyce regarding concerns.
- Garfield Park - Photos of a resident and his family at Garfield Park. Councilmember Cacciotti commented on the use of the children's playground as fitness equipment and inquired as to why there is not a fitness area in South Pasadena. Councilmember Cacciotti suggested adding a small fitness area as a topic for the Parks & Recreation Commission. Mayor Joe seconded the motion.

Councilmember Schneider reported he and Mayor Pro Tem Mahmud attended a meeting with SPPD on October 26 to discuss a community complaint regarding City Council's approval of the South Pasadena High School Anti-Bias Club's Black Lives Matter mural on City property. The officers stated they consider Black Lives Matter to be an anti-police organization and encouraged City Council to reconsider the placement of the mural on City Hall.

Councilmember Schneider also reported on attending the Public Arts Commission meeting on October 28, to relay the details of his meeting with SPPD. He further commented on the Commission's comments and intent to review the artwork in the future.

Mayor Pro Tem Mahmud thanked the members of the community who strongly supported Measure U and noted its importance to the financial stability of the City.

Mayor Joe echoed Mayor Pro Tem Mahmud's comments thanking the Utility Users Tax (UUT) Committee. He advised a new traffic signal was placed into operation by residents at the corner of Orange Grove Avenue and Monterrey Road last week.

3. City Manager Communications

Interim City Manager Joyce reminded residents the Housing Rights Center (HRC) would have a Housing Rights Workshop on November 5 at 6:00 p.m. regarding new state rent control laws and tenant rights. Registration information was provided.

Police Chief Joe Ortiz provided a review of the rally on November 1 in the area of Fair Oaks Avenue and Mission Street. Information included number of people in attendance and a breakdown of observed activity throughout the event, including a physical altercation. Chief Ortiz further elaborated on the investigation of said physical altercation, and the next steps involved. .

4. Reordering of and Additions to the Agenda

Mayor Joe recommended moving Item No. 18 to be the first item heard before the Consent Calendar. City Council concurred.

Chief City Clerk Ayala announced two (2) additional documents were received for agenda Item Nos. 5 and 16. Both were uploaded to the City's website.

INFORMATION REPORTS

18. South Pasadena Homeless Plan

Police Lieutenant Shannon Robledo provided a verbal report on the South Pasadena Homeless Plan, which included information such as: working with residents, coordinating internal and external stakeholder meetings over six months, developing the goals of the Plan, grand funding, etc.

Mayor Pro Tem Mahmud and Councilmember Cacciotti provided comments in support of the work SPPD and Lieutenant Robledo have accomplished in this area.

Lieutenant Robledo responded to questions and comments accordingly.

At Mayor Joe's request, Lieutenant Robledo shared the story of an unhoused resident with an amputated leg who refused assistance. He reported SPPD independently took initiative to obtain a wheelchair for the appreciative man.

CONSENT CALENDAR

Councilmember Schneider pulled Item No. 12.

Councilmember Cacciotti pulled Item Nos. 7, 8, 9, 10 and 11 for individual discussion.

No public comment provided.

MOTION BY COUNCILMEMBER SCHNEIDER, SECONDED BY MAYOR PRO TEM MAHMUD, CARRIED 5-0, to approve Consent Calendar Item Nos. 5 and 6.

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**

City Council approved the Warrants as presented.

6. **Adoption of a Resolution No. 7687 Approving the City of South Pasadena Investment Policy for Fiscal Year 2020-21**

City Council adopted Resolution No. 7687 approving the Fiscal Year (FY) 2020-21 Investment Policy.

ITEMS PULLED FROM CONSENT

Items 7, 8, 9 and 10 were heard concurrently.

7. **Approval of a Mills Act Contract for Property Located at 335 Monterey Road (Assessor's Parcel Number 5311-012-010), Project No. 2348-MIL**
8. **Approval of a Mills Act Contract for Property Located at 704 Meridian Avenue (Assessor's Parcel Number 5313-013-041), Project No. 2346-MIL**
9. **Approval of a Mills Act Contract for Property Located at 1506 Rollin Street (Assessor's Parcel Number 5319-004-013), Project No. 2305-MIL**
10. **Approval of a Mills Act Contract for Property Located at 1545 Ramona Avenue (Assessor's Parcel Number 5319-025-032), Project No. 2306-MIL**

In response to Councilmember Cacciotti's inquiries, Planning Manager Kanika Kith clarified the property tax implications of the Mills Act. Interim City Manager Joyce explained the City's share of the property tax is 26%.

Councilmember Cacciotti expressed concern the City is losing tax revenue on the four (4) homes. Planning Manager Kith responded to questions and comments accordingly.

Councilmember Schneider also commented on the various property requirements of the Mills Act and the benefits of same to the community.

MOTION BY COUNCILMEMBER CACCIOTTI, SECONDED BY MAYOR PRO TEM MAHMUD, CARRIED 5-0, to:

1. Approve a Mills Act Contract for Property Located at 335 Monterey Road (Assessor's Parcel Number 5311-012-010), Project No. 2348-MIL
2. Approve a Mills Act Contract for Property Located at 704 Meridian Avenue (Assessor's Parcel Number 5313-013-041), Project No. 2346-MIL
3. Approve a Mills Act Contract for Property Located at 1506 Rollin Street (Assessor's Parcel Number 5319-004-013), Project No. 2305-MIL
4. Approve a Mills Act Contract for Property Located at 1545 Ramona Avenue (Assessor's Parcel Number 5319-025-032), Project No. 2306-MIL
5. Require staff to return with a report of income lost due to the Mills Act.

11. Approval of Contract with Bob Murray & Associates for City Manager Executive Search Services

In response to Councilmember Cacciotti's inquiry, Interim City Manager Joyce clarified the background check methodology that would be utilized in learning about candidates for City Manager. Interim City Manager Joyce explained that the recruiter would conduct an objective search and background check, and that, he, too, would assist in this effort.

MOTION BY COUNCILMEMBER CACCIOTTI, SECONDED BY MAYOR PRO TEM MAHMUD, CARRIED 5-0, to: approve the contract with Bob Murray & Associates for City Manager Executive Search Services.

12. Adoption of a Resolution No. 7686 Supporting Governor Newsom's Executive Order N-79-20 Requiring Sales of All New Passenger Vehicles to be Zero-Emission by 2035 and Additional Measures to Eliminate Harmful Emissions from the Transportation Sector

Councilmember Schneider expressed concerns over the infrastructure improvements which will be required to charge electric vehicles. He would like to see the State create a reasonable 15-year timetable to work towards these infrastructure needs. He requested an amendment to the City Council's resolution urging for this to happen much sooner than the 2035 proposed target year.

Councilmember Schneider further clarified he requests this language be included in the transmittal letter to avoid delays so the State can see the City is anxious to move the infrastructure needs along.

Mayor Pro Tem Mahmud reported Southern California Edison acknowledged it is in its best interest to build this infrastructure for shareholder returns on capital investments. She advised this process is underway but has no objection to Councilmember Schneider's proposal.

Mayor Pro Tem Mahmud recommended asking staff to return an ordinance regarding the mandatory installation of the requisite wiring required under state law in multi-unit dwellings and the electric vehicle chargers. Councilmember Schneider seconded the staff direction.

Councilmember Cacciotti quoted a section from Executive Order N-79-20 discussing enhanced electrical needs but expressed his approval of Councilmember Schneider's language accelerating the process.

MOTION BY COUNCILMEMBER SCHNEIDER, SECONDED BY MAYOR PRO TEM MAHMUD, CARRIED 5-0, to:

1. Adopted Resolution No. 7986 in support of Governor Newsom's Executive Order N-79-20, requiring sales of all new passenger vehicles to be zero-emission by 2035 and additional measures to eliminate harmful emissions from the transportation sector.
2. Notate the City request for a timeline for related electrical infrastructure needs.

PUBLIC HEARING

13. Adoption of Urgency Ordinance No. 2349 Establishing a 45-day Moratorium on Evictions for Substantial Remodels and discussion of Tenant Relocation Fees

Assistant to the City Manager Lucy Demirjian provided the staff report.

City Council had various comments and questions regarding: edits to the proposed moratorium, a permanent ordinance, community outreach, etc. Assistant to the City Manager Demirjian, City Attorney Highsmith, and Planning Director Joanna Hankamer responded to questions and comments accordingly.

Mayor Joe opened the public hearing at 8:46 p.m.

Chief City Clerk Ayala announced the names of those who submitted public comment via e-mail (these comments were not read, but are added to the official final record of the meeting and are available under the meeting's Additional Documents):

- Ed Elsner
- Danielle Leidner-Peretz
- Matt Buck
- Nicholas Taylor
- Ella Hushagen

Chief City Clerk Ayala played an audio recording of the public comment received via the City's public comment phone line:

- Brandon Yung - Provided comments urging the Council to pass stronger renter protections against renovation evictions..
- Amber Chang - Provided comments asking the Council to provide a 30-day moratorium on evictions at this meeting and stronger protections at the November 18 meeting requiring landlords to show they are acting in good faith by first obtaining the necessary permits.

- Jan Marshall - Provided comments strongly supporting a 30-day moratorium on evictions and urged the Council to adopt stronger protections from abuse at the next meeting.
- Ella Hushagen - Provided comments urging the Council to adopt a 30-day moratorium at the meeting and encouraged the Council to move quickly on stronger eviction protections at the next meeting requiring landlords to show they are acting in good faith by first obtaining the necessary permits.
- Andrea Siegel - Provided comments supporting the Council adopting a 30-day eviction moratorium at this meeting and even stronger protections at the November 18 meeting requiring landlords to show they are acting in good faith by first obtaining the necessary permits.
- Robin Adelku - Provided comments supporting the Council adopting a 30-day eviction moratorium at this meeting and even stronger protections at the November 18 meeting requiring landlords to show they are acting in good faith by first obtaining the necessary permits.
- Annie Chelsea - Provided comments supporting the Council adopting a 30-day eviction moratorium at this meeting and even stronger protections at the November 18 meeting requiring landlords to show they are acting in good faith by first obtaining the necessary permits.
- Sierra Martinez - Provided comments supporting the Council adopting a 30-day eviction moratorium at this meeting and even stronger protections at the November 18 meeting requiring landlords to show they are acting in good faith by first obtaining the necessary permits.
- John Srebalus - Provided comments thanking the Council for considering such a measure. He shared several local news stories about area residents whose landlords' repairs do not qualify as substantial remodeling but were evicted nonetheless, even during Los Angeles County's COVID-19 moratorium. He praised the proposed moratorium as a fair and just one.

Mayor Joe closed the public hearing at 8:57 p.m.

City Council held considerable discussion on this item including: support for the emergency ordinance; importance of dissemination of information, concerns regarding expanding tenant relocation fees beyond one month (Mayor Pro Tem Mahmud requested this be considered by the Planning Commission); a mechanism to make potential future adjustments to the fees as the pandemic's impact on the housing market evolves; exploring the act of evictions by taking units off the market and then returning them to the market once the current tenant has left; etc.

Director Hankamer responded to questions and comment by Council accordingly.

MOTION BY COUNCILMEMBER ROSSI, SECONDED BY COUNCILMEMBER CACCIOTTI, CARRIED 5-0, to adopt Urgency Ordinance No. 2349 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 Remodeling or Demolition of the Unit in the City of South Pasadena, and Declaring the Urgency Thereof.

Mayor Joe reopened the discussion over tenant relocation fees.

Councilmember Cacciotti moved on behalf of Councilmember Rossi and himself to set relocation fees to 2.5 times the monthly Fair Market Rent as published to match Pasadena's standard.

Considerable discussion was held by the Council regarding: the rate only applying to individuals at 140% of average median income and is not available to all residents; suggestion of raising the State's one-month standard to two-months as an added deterrent from landlords taking such action; reviewing similar actions by the City of Pasadena; studying the immediate costs of moving costs associated with moving within South Pasadena; etc.

Assistant to the City Manager Demirjian, City Attorney Highsmith, and Director Hankamer responded to comments and questions accordingly and agreed to come back with a variety of options for consideration.

ACTION/DISCUSSION ITEMS

14. Receive and File a Presentation by the Chamber of Commerce and Approve Discretionary Fund Requests from Councilmember Cacciotti (\$2,000), Mayor Joe (\$3,000), and Councilmember Rossi (\$3,870) for Business District Holiday Lighting and Decorations.

Assistant to the City Manager Demirjian provided the staff report.

South Pasadena Chamber of Commerce President Laurie Wheeler reported on the importance of shopping within the City is this year to local businesses, and further elaborated on the Chamber's efforts and planned events in this area. Ms. Wheeler also responded to Council questions regarding specific costs.

Councilmember Cacciotti clarified the dollar amount proposed from his discretionary funds to be \$1,500.

Chief City Clerk Ayala played an audio recording of the public comment received via the City's public comment phone line:

- Michelle McCauley and Camille DePedrini - Provided comments thanking the Council for its generous gifting of discretionary funds to support local businesses and praised Ms. Wheeler’s work on this endeavor.
- Ellen Daigle - Provided comments thanking the Council for supporting local businesses by generously gifting discretionary funds, thanked Ms. Wheeler for her work, and local businesses for their collaboration.
- Kelly Kidd - Provided comments thanking the Council for its support of small businesses to help keep them ahead of online retailers like Amazon and making South Pasadena special. He also suggested enhanced future promotion of South Pasadena’s Route 66 heritage.
- Shelley Stephens - Provided comments thanking the City Council for supporting the business community with their discretionary funds, recognizing how important it is to support small independent businesses in these unique times, and praised Ms. Wheeler’s efforts.

MOTION BY MAYOR PRO TEM MAHMUD, SECONDED BY COUNCILMEMBER ROSSI, CARRIED 5-0, to:

1. Approve discretionary fund requests by Councilmember Cacciotti in the amount of \$1,500.
2. Approve discretionary fund requests by Mayor Joe in the amount of \$3,000.
3. Approve discretionary fund requests by Councilmember Rossi in the amount of \$3,870.

15. Finance Department Temporary Staffing Request

Council agreed to hear a summarized staff report citing their familiarity with the department’s needs.

Interim Assistant City Manager Aguilar provided a brief staff report.

No public comments provided.

MOTION BY MAYOR PRO TEM MAHMUD, SECONDED BY COUNCILMEMBER ROSSI, CARRIED 5-0, to:

1. Receive an update regarding the status of Finance Department projects;
2. Allocate \$74,150 from General Fund Reserves to provide temporary, additional staffing assistance to complete the FY 2020 CAFR and FY 2020/2021 Budget; and
3. Authorize the Interim City Manager to sign employment agreements with the two (2) CALPERS annuitants, for a combined total salary amount not to exceed \$74,150.

16. Planning Backlog of Projects and Request for Enhancement and Backfill Resources

Director Hankamer provided the staff report.

Councilmember Cacciotti offered praise to Interim City Manager Joyce and Interim Assistant City Manager Aguilar for their efforts to get the City back on track. He also praised Director of Planning and Building Hankamer, Senior Planner Kith, and her staff for their work navigating the backlog.

Councilmember Rossi echoed Councilmember Cacciotti's comments and requested staff determine appropriate staffing levels to prevent backups requiring temporary assistance as discussed in the past two (2) agenda items.

Chief City Clerk Ayala announced the names of those who submitted public comment via e-mail (these comments were not read, but are added to the official final record of the meeting and are available under the meeting's Additional Documents):

- Mark Gallatin
- Mark Smeaton

MOTION BY COUNCILMEMBER CACCIOTTI, SECONDED BY COUNCILMEMBER ROSSI, CARRIED 5-0, to:

1. Receive an update regarding the backlog of planning applications;
2. Allocate \$186,400 from General Fund Reserves to provide temporary, additional staffing assistance to process the backlog of planning applications for approximately six months; and to provide temporary staffing to backfill the position of the Long Range Planning and Economic Development Division Manager during an extended absence of approximately four months;
3. Approve a Professional Services Agreement (PSA) with [firm to be determined] in an amount not to exceed \$120,000 for up to six months for enhancement services to address the planning application backlog; and
4. Delegate to the Interim City Manager the approval of an 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 leave of the Planning Manager.

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

Chief City Clerk Ayala briefly introduced the item.

Councilmember Rossi clarified if the Ad Hoc Committee were approved tonight applications could be available for current and former Commissioners who would like to comprise the Committee. He expresses support for waiting for the next Council meeting after the election is finalized before allowing current and former Councilmembers to apply.

Council held considerable dialogue on this matter including: concern over the ability for the proposed Ad Hoc Committee to achieve its goals; considering an Ad Hoc Committee that would include a sitting member from each of the existing commissions; asking active commissioners for specific recommendations; a streamlined process to help staff and commissioners accomplish goals and objectives; etc.

Mayor Pro Tem Mahmud further commented on staff's current workload and the impact of an additional Ad Hoc Committee. Mayor Pro Tem Mahmud asked for Interim City Manager Joyce to opine on the matter.

Mayor Joe expressed his opinion in favor of an Ad Hoc Committee which will identify the duties and responsibilities of the Boards and Commissions and consider consolidation.

Interim City Manager Joyce commented that this matter is a Council policy decision but believes it is necessary to clear up ambiguity. He cited his experience with similar subject matter while serving as City Manager in the City of Sierra Madre.

City Attorney Highsmith commented on the legal issues surrounding the proposed Ad Hoc Committee.

Councilmember Cacciotti commented on the City's current number of commissions and past failed efforts to try to reduce the number. Although a review of is necessary, he recommends this be revisited when the next Council is installed.

Councilmember Rossi agreed it could be held over for the next Council. Mayor Joe moved to hold the matter over until January. There was no opposition.

Chief City Clerk Ayala announced the names of those who submitted public comment via email (these comments were not read, but are added to the official final record of the meeting and are available under the meeting's Additional Documents):

- Larry Abelson

ADJOURNMENT

Mayor Joe announced the next regular City Council meeting on November 18, 2020.

There being no further business, at 10:11 p.m. Mayor Joe adjourned the meeting.

Maria E. Ayala
Chief City Clerk

Diana Mahmud
Mayor



Wednesday, November 18, 2020
Minutes of the Regular Meeting of the City Council

CALL TO ORDER

A Regular Meeting of the South Pasadena City Council was called to order by Mayor Joe on Wednesday, November 18, 2020, at 7:34 p.m., in the Council Chamber, located at 1424 Mission Street, South Pasadena, California.

ROLL CALL

Present via Zoom: Councilmembers Rossi, Cacciotti and Schneider; Mayor Pro Tem Mahmud and Mayor Joe

Absent: None

City Staff Present: Interim City Manager Sean Joyce (in attendance via Zoom); City Attorney Teresa Highsmith (in attendance via Zoom); and Chief City Clerk Ayala were present at Roll Call.

PLEDGE OF ALLEGIANCE

Mayor Pro Tem Mahmud led the flag salute.

1. Closed Session Announcements

A. INITIATION OF LITIGATION

CONFERENCE WITH LEGAL COUNSEL—Initiation of Litigation, Pursuant to Government Code Section 54956.9(d)(4):

Number of Potential Cases: 2

City Attorney Highsmith reported two (2) items of potential initiation of litigation were heard during Closed Session. Council provided direction in one of the matters for the City to join with other jurisdictions in Southern California to urge the Southern California Association of Governments (SCAG) to issue a challenge to the Regional Housing Assessment Needs (RHNA) numbers assigned to the Southern California area cities.

2. Commission Appointments

- A. Appoint the following resident to the unexpired term ending December 31, 2021:
- Casey Law, Natural Resources and Environmental Commission
- B. Appoint the following residents to a second one-year term ending December 31, 2021:
- Juliana Fong, Youth Commission
 - Ella Chuang, Youth Commission
 - Zack Quezada, Youth Commission
 - Camille Whetsel, Youth Commission
 - Colin Wong, Youth Commission
- C. Appoint the following resident to a one-year term ending December 31, 2021:
- Sadie Abelson, Youth Commission
 - Sadie Metcalfe, Youth Commission

MOTION BY MAYOR PRO TEM MAHMUD, SECOND BY COUNCILMEMBER CACCIOTTI, CARRIED 5-0, to approve the Commission Appointments as presented.

3. Public Comments - General

Mayor Joe announced public comments for the meeting were received on a recorded voice line from the following individuals on general topics in addition to the emails received. He announced the public should be aware City Council would not discuss comments or vote on non-agenda items and public comments on agenda items would be taken when the item is addressed.

Chief City Clerk Ayala announced there was an upload of emailed public comments that were not included in the agenda packet. She noted the comments would be uploaded tomorrow and become part of the final meeting record.

Chief City Clerk Ayala announced the names of those who submitted public comment via e-mail (these comments were not read, but are added to the official final record of the meeting and are available under the meeting's Additional Documents):

- Susan Pastorek
- Sam Burgess
- Will Hoadley-Brill
- Ella Hushagen
- Patrick Kirchen
- Jackson Baughman
- Anne Bagasao

Chief City Clerk Ayala played an audio recording of the public comment received via the City's public comment phone line:

- Victoria Patterson – Expressed concern for her treatment by the South Pasadena Police Department (SPPD) during an altercation at a recent rally. She is requesting an unbiased third-party investigation of the South Pasadena Police Department (SPPD).
- Will Hoadley-Brill – Expressed concern regarding the conduct of SPPD at a recent rally.
- Minerva Garcia – Expressed concern regarding corruption within the SPPD and the conduct of SPPD at a recent rally.
- Noah Kuhn – Encouraged City Council to enlist the assistance of an unbiased, third party to conduct a thorough investigation of SPPDs conduct specifically at a recent rally.
- Phung Huynh - Encouraged City Council to enlist the assistance of an unbiased, third party to conduct a thorough investigation of SPPDs conduct at a recent rally.
- Ava Dunville – Encouraged City Council to enlist the assistance of an unbiased, third party to conduct a thorough investigation of SPPDs conduct specifically at a recent rally.
- Sam Burgess – Encouraged City Council to replace the six (6) trees planted in remembrance of fallen Vietnam veterans at the War Memorial site and have the remembrance plaques relocated to the base of the trees.
- David Beadle – Encouraged City Council to enlist the assistance of an unbiased, third party to conduct a thorough investigation of SPPDs conduct specifically at a recent rally.
- Fahren James – Recalled her experiences with SPPD and noted bias, violence bigotry is rampant within SPPD. She commented City Council is responsible for their silence.
- Ella Hushagen – Expressed concern the Planning Commission will be approving another development that lacks affordable housing and encouraged City Council to develop an Inclusionary Zoning Ordinance.
- Anna McCurdy - Encouraged City Council to enlist the assistance of an unbiased, third party to conduct a thorough investigation of SPPDs conduct specifically at a recent pro-Trump rally.
- Helen Tran - Encouraged City Council to enlist the assistance of an unbiased, third party to conduct a thorough investigation of SPPDs conduct specifically at a recent pro-Trump rally. She expressed concern regarding the silence of the City Council regarding this matter.
- Patrick Kirchen – Expressed concern regarding the constant turnover within the City’s Planning Department and called for a cohesive development plan within the City.

- James DeSimone - Encouraged City Council to enlist the assistance of an unbiased, third party to conduct a thorough investigation of SPPDs conduct specifically at a recent rally.
- Veronica Carrizales - Encouraged City Council to enlist the assistance of an unbiased, third party to conduct a thorough investigation of SPPDs conduct specifically at a recent rally.
- Unknown – Expressed concern regarding SPPD conduct during the recent rally.

Councilmember Cacciotti briefly commented on the public comments regarding requests for independent review of the (SPPD) and/or the Police Chief and requested the City Manager briefly address these comments tonight.

COMMUNICATIONS

4. Councilmembers Communications

Councilmember Rossi concurred with Councilmember Cacciotti's previous comments and will wait to hear from the City Manager.

Councilmember Cacciotti reported on his attendance at the following regional meetings: South Coast Air Quality Management District (AQMD), November 7; Foothill Gold Line Construction Authority, November 10; and AQMDs Administrative Committee and Investment Oversight Committee meetings on November 13. He also reported on the November 9 meeting of the Parks and Recreation Commission and encouraged residents to attend this Commission's meetings in the future.

Councilmember Cacciotti also reported on having received resident concerns regarding dangerous branches on Donaldo Court. Lastly, he reported on having attended a Zoom meeting with Mayor Joe to hear resident concerns over the Eviction Moratorium.

Councilmember Schneider reported he is the liaison to the Mobility and Transportation Infrastructure Commission (MTIC) and recommended City Council delegate review of the large City projects to the MTIC. He inquired about the permanent closure of Meridian between El Centro and Mission.

Councilmember Schneider moved to place a review of larger citywide projects and the permanent closure of Meridian Avenue between El Centro and Mission Street on the Mobility and Transportation Infrastructure Commission's agenda. Councilmember Cacciotti seconded both motions.

Councilmember Schneider reported the South Pasadena Public Arts Commission is currently adding vinyl wraps of artwork to the concrete k-rail barriers being used in the City's al fresco dining program.

Mayor Pro Tem Mahmud reported attendance at a Clean Power Alliance (CPA) meeting and reported a \$1 million grant has been received for workforce development. She reported attendance at the Water Education for Latino Leaders Conference and the Planning Commission meeting on November 17th. Lastly, she reported the Seven Patios Mixed-Use Project was approved by the Planning Commission.

Mayor Pro Tem Mahmud requested to use discretionary funds to plant two (2) trees referenced in Sam Burgess' public comments. Councilmember Cacciotti seconded the motion. She expressed concern regarding the increase in COVID-19 numbers in South Pasadena and encouraged residents to follow the Health Officer's Order.

Mayor Joe reported attendance at a ribbon-cutting ceremony at Twohey's restaurant on November 18.

5. City Manager Communications

Interim City Manager Joyce announced the City would employ an experienced independent outside investigator after receiving several written complaints on Monday. He advised the City would not comment during the investigation but will provide the results to the public once the investigation is completed.

6. Reordering of and Additions to the Agenda

Interim City Manager Joyce announced Item No. 13 would be pulled from tonight's agenda.

CONSENT CALENDAR

Councilmember Schneider pulled Item No. 10 for individual discussion. Councilmember Cacciotti pulled Item No. 8 for individual discussion. Chief City Clerk Ayala advised a public comment was received on Item No. 9 and City Council elected to hear the comment separately.

No public comment provided.

MOTION BY COUNCILMEMBER CACCIOTTI, SECONDED BY MAYOR PRO TEM MAHMUD, CARRIED 5-0, to approve Consent Calendar Item Nos. 7, 11, 12, 14, and 15.

7. Approval of Prepaid Warrants in the Amount of \$58,224.91; Prepaid Warrant Voids in the amount of (\$823.80); General city Warrants in the Amount of \$901,817.70; Payroll in the Amount of \$611,721.42; Supplemental ACH Payments in the amount of \$2,000.00; LAIF Transfer in the Amount of \$4,200,000.00.

City Council approved the Warrants as presented.

11. Receive and File Water and Sewer Service Charges Increase for Calendar Year 2021

City Council received and filed Water and Sewer Service Charges Increase for Calendar Year 2021.

12. Approval to Engage Zions Bank as Custodial Agent for the City

City Council approved the request to engage Zions Bank to comply with banking regulatory requirements and authorize the City Treasurer and staff to proceed.

13. Eliminate Library Overdue Material Fees to Ensure Equitable Access to Library Services

The item was removed at the request of Interim City Manager Joyce.

14. Al Fresco Dining and Retail Pilot Program Expansion to Waive Temporary Use Permit Fees for Special Events and Temporary Designation of City-Owned Off-Street Parking Spaces at Edison Lane as Public Parking

City Council approved:

1. Expanding the Al Fresco Dining and Retail Pilot Program (Program) to include waiver of Temporary Use Permit (TUP) fees for special events; and
2. The temporary designation of limited City-owned off-street parking spaces at Edison Lane as public parking spaces for the Program.

15. Discretionary Fund Request from Councilmember Joe in the Amount of \$2,000 for Installation of a Bench at the Senior Citizens' Center

City Council approved the Discretionary Fund request by Councilmember Joe to allocate \$2,000 for the creation and installation of a bench at the South Pasadena Senior Citizens' Center.

ITEMS PULLED FROM CONSENT

8. Monthly Investment Reports for September 2020

Councilmember Cacciotti requested future Monthly Investment Reports be remanded to the Finance Commission for review, along with examining the yields, before being presented to City Council. Councilmember Rossi seconded Councilmember Cacciotti's motion with an added amendment that the Finance Commission review the 6-month projection provided by the Finance Department, and how that projection model works. Councilmember Cacciotti accepted the amendment.

Mayor Pro Tem Mahmud offered a second amendment to Councilmember Cacciotti's motion, to have the Finance Commission consider the feasibility of a carbon-neutral investment policy. Councilmember Cacciotti accepted the second amendment.

MOTION BY COUNCILMEMBER CACCIOTTI, SECONDED BY MAYOR PRO TEM MAHMUD, CARRIED 5-0, to approve Consent Calendar Item No. 8 as stated.

9. **Authorization to Accept Grant Award in the Amount of \$45,000 from the California Office of Traffic Safety for the Strategic Traffic Enforcement Program**

The following individual submitted public comment via e-mail (this comment was not read, but is added to the official final record of the meeting and is available under the meeting's Additional Documents):

- Helen Tran

Chief City Clerk Ayala played an audio recording of the public comment received via the City's public comment phone line:

- John Srebalus - Care First South Pasadena recommends SPPD collect racial data at all traffic stops and use unarmed traffic officers to enforce the Civil Traffic Code in alignment with new 21st Century Policing.
- Helen Tran - recommends SPPD collect racial data at all traffic stops and use unarmed traffic officers to enforce the civil traffic code in alignment with new 21st Century Policing.

Councilmember Schneider recommends that the topic of police processing of traffic citations/stops be agendaized for a future Council meeting for discussion. Councilmember Cacciotti also recommends that these issues also be brought to the Public Safety Commission, and then be presented to the Council.

In response to Mayor Pro Tem Mahmud's inquiry, Interim City Manager Joyce clarified the Computer Aided Dispatch (CAD) item will be returning to City Council for consideration and confirmed that software will assist in the collection of racial data at all traffic stops.

MOTION BY COUNCILMEMBER CACCIOTTI, SECONDED BY MAYOR PRO TEM MAHMUD, CARRIED 5-0, to:

1. Authorize acceptance of a Grant Award in the Amount of \$45,000 from the California Office of Traffic Safety for the Strategic Traffic Enforcement Program; and
2. Authorize the City Manager or designee to execute all necessary documents to accept the grant and all grant renewals.

10. **Approve Second Amendment to the Agreement with Pacific Hydrotech (for Change Orders in the Amount of \$607,617.94) for Construction; Approve First Amendment to Agreement with NV5, Inc., for additional not-to-exceed amount of \$273,250 (Change Order # 1) for the Construction Management and Inspection Services for the Graves Reservoir Replacement Project**

Councilmember Schneider reported the supervisory control and data acquisition (SCADA) system for the well and booster pumps was omitted from the original design and without it, the well pumps cannot be operated safely and continuously. He noted the item will cost the City \$1 million and was very concerned the design overlooked such an important feature. He further expressed concern that this agenda item would be presented as a Consent Calendar item.

Interim City Manager Joyce responded the staff report confirms the item was missing from the original design that was prepared by former staff members who are no longer with the City. He further explained staff's intent to balance the agenda in an effort to be able to hear all items. He recommends the City have a full-time Construction Manager to lead these types of projects.

Councilmember Schneider agreed with the recommendation for a full-time Construction Manager in the future.

MOTION BY COUNCILMEMBER SCHNEIDER, SECONDED BY MAYOR PRO TEM MAHMUD, CARRIED 5-0, to:

1. Approve the Second Amendment to the Agreement with Pacific Hydrotech (for Change Orders in the amount of \$607,617.94) for Construction;
2. Approve the First Amendment to Agreement with NV5, Inc., for additional not-to-exceed amount of \$273,250 (Change Order # 1) for the Construction Management and Inspection Services for the Graves Reservoir Replacement Project

PUBLIC HEARING

Continued Public Hearing from October 21, 2020:

16. Project No. 2355-APP (Continued) - Appeal of the Planning Commission's Decision to Approve Project No. 2191-HDP/TRP – Hillside Development Permit for the street extension of Moffat Street, which will be a private street extending westward from the northern end of Lowell Avenue to allow access to seven lots in the City of Los Angeles and a Tree Removal Permit

Mayor Joe reported the item had been continued from the October 21 City Council meeting.

Planning Manager Kanika Kith provided the staff report. Planning Manager Kith and City Attorney Highsmith responded to Council questions and comments accordingly.

Councilmember Cacciotti advised a letter was received by Supervisor Hilda Solis requesting the item be postponed. In response to Councilmember Cacciotti's inquiry, City Attorney Highsmith opined that the City could be exposing itself to a claim of the Permit Streamlining Act if the item continues to be postponed. She also opined that reading a letter from Los Angeles County Supervisor Hilda Solis and not from other members of the public would be showing preference. She suggested City Council highlight her concerns if it is needed for consideration.

Mayor Joe announced that all public comments received on this item were to be received by 4 p.m. this evening. Those public comments may be accessed online under Additional Documents for this item. Mayor Joe further recommended, that given the large number of public comments received and the business still remaining on the agenda, that recorded public comments be heard for a total of 30 minutes. Any public comments not played tonight would still be taken into the final record. The Council concurred with Mayor Joe's recommendation.

Mayor Joe opened the public hearing at 9:14 p.m.

Chief City Clerk announced names of public comment received via email (92) per Council's request.

- Carla Mendoza
- Diana Ramirez
- Alice Murthy
- Desiree Picazo
- Sara Jung
- Ana Cano
- Isabella Rodriguez
- Ashley Jen-Sandoval
- Stephanie Leyva
- Jenn Hovick
- Liz Re
- Tiffany Tran
- Courtney Rice
- Irene Baghdasaryan
- Pilli Jaquez
- Jacqueline Arevalo
- Estefany Gutierrez
- Michelle Jimenez
- Pieter Kaufman
- Camille Devoney
- Claire Mesesan
- Rochelle Kuan-Hoffman
- Annie and Charles
- Julianne Novoa
- Emily Butler
- Megan Adams
- Caty Wagner
- Allison Iturra
- Lydia Butler
- Nicholas Ortega
- Zion Rodriguez Aceves
- Jennifer Ho
- Alexis Castelan
- Rebecca Sandoval
- Hermilo Acosta
- Yazmine Rodriguez
- Nikki Fox
- James Villanueva
- Lexi Gomez
- Dalena Nguyen
- Alanna Wagy
- Toni Enright

- Lois Keller
- Stephanie Galindo
- Stephanie Zamora
- Stephanie Tong
- Alexandra Alvarez
- Andrea Lausell
- Erynn Bell
- Tom Williams
- Danielle Leidner-Peretz
- Greg Nussen
- Lucy Johnston
- Aydin Pasebani
- Hilda Solis
- William Thompson
- Johnathan Oyaga
- Matthew Buck
- Consuelo Lopez
- Jessica Brito
- Rene Camarillo
- Brisa Munoz
- Summer Ng
- Laura Cortez
- YounMi Peek
- Izzy Jaquez
- Jackie Gradilla
- Monica Alvarado
- Cindy Gradilla-Juarez
- Lynae Cook
- Kristen Calderon
- Frances Flores
- Adam Gelbart
- Chris Wooden
- Valerie Bueno
- Laena Meyers
- Gemma Jimenez
- Isabella Roland
- Chris Cohen
- Seneca Dykes
- Ella Hushagen
- Jamie Perlman
- Madeleine Arellano
- Gina Dance
- Ozzy Carmona
- Nori Henk
- Michelle Vasquez

- Micah Haserjian
- Brenda Contreras
- Jennifer Duong
- Paige Brott
- Julianne Garcia

Chief City Clerk Ayala played 30 minutes of the 117 public comments received via the recorded public comment line.

All recorded public comments expressed opposition to the proposed Project No. 2355-APP:

- Francisco Rodriguez
- Hannah Buckley
- Anna
- Uma Sully
- Diego Ruiz
- Courtney Rice
- Matthew Hawthorne
- John Obaye
- Amin
- Shawn
- Leticia Callela-Austin
- Monte Means
- Nancy Wagner
- Roberto Benavidez
- Allison Thorne
- Fahren James
- Julianne Garcia
- Lincoln
- Chad Thompson
- Iris Avila
- Yvette
- Unknown
- Oscar Valdez
- Brianna Chavez

The following public comments were also received via the recorded public comment line. Recorded comments were uploaded online to be heard under Additional Documents. The following public comments all expressed opposition to the proposed Project No. 2355-APP:

- Brianna Barboza
- Dalina Newin
- Brenda Brito
- Alana
- Angel Castillo
- Katy Herrera

- Ally Peeples
- Margaret Starbuck
- Pamela Guerra
- Adriana Vazquez
- Juan
- James Lively
- Madeline Arellano
- Jenny Amaya
- Jaqueline Gomez
- Diana
- Victoria Patterson
- Angelica Mata
- Jerry and Virginia Salazar
- Carolina Blanchert
- Alexandra Pruitt
- Sofia Muller
- Lauren Curtis
- Sam Handelman
- Belinda
- Vanessa Moreno
- Ortheus
- Peter Curtis
- Amber Vazquez
- Rita Mateo
- Laura Cortez
- Jessica Johnson
- Juliana De La Rosa
- Hau
- Madeline
- Joseph Butler
- Delila Levy
- Allison
- Rick Perez
- Leticia Deballos
- Andrew Hartness
- Cilia Mata
- Jackie Gardilla
- Emmy Gardilla
- Alfredo Aguayo
- Kristin Calderon
- Umani Ross
- Sam
- Misha Harris
- Lisa Fields
- Nina Curtis

- Andrew
- Alex Fleming
- Renae Haserjian
- Juliette Johnson
- Faviola Velasco
- Ben Oswald
- Faye
- Sharon Stern
- Monserat Velasco
- Karla Vega
- Cathy Huong
- Maribel Torres
- Audrey Ran
- Katelyn Wong
- Leandro Nunez
- Sophie
- Ella Hushagen
- Juan
- Heidi Rivera
- Keith Saventorra
- Mia Stern
- Kiana
- Tamaya Jewel
- Nathan Losteter
- Gina Dance
- Jennifer Lee
- Randy Gomez
- Cheryl
- Constance Villalvaso
- Cynthia Camacho
- Tyler Jara
- Julie
- Yahira Gomez
- Carina Diaz
- Jordan Haine
- Brennan Perry
- Six (6) Unknown public comments also provided

Brenda Contreras and Micah Haserjian, appellants, expressed dissatisfaction with the Planning Commission and noted the project should have never been approved. Concerns were also expressed regarding the City staff not having yet produced an order to vacate Moffat Street in 1962, asserting that the issue cannot be considered settled without the missing documentation.

Appellants further cited a letter by Los Angeles County Supervisor Hilda Solis advising rezoning will happen later this year; and, also noted that the El Sereno Community Land Trust

recently declared an interest in transferring their land into their Land Trust. She encouraged the Council to deny the project.

Steven Scheck, Attorney for the applicant, commented that issues were addressed by City staff and the City of Los Angeles. He noted the conditions of approval were adjusted based on input from residents and the City Council. He advised the applicant has agreed to the conditions of approval and recognizes the concerns raised by the Council. He commented the property would be subject to a plan update and not a rezone and noted state law does not allow the downgrading of zoning to existing properties. He noted the homes will be developed by-right and there will not be any discretionary approvals or changes. Lastly, he noted the private access drive was a private easement granted in 1962 after a public street was removed. He encouraged City Council to deny the appeal.

In response to Mayor Pro Tem Mahmud's inquiry, Mr. Scheck confirmed the developer had not met with the neighbors during the month since the last public hearing. Mayor Pro Tem Mahmud strongly encouraged the developer to meet with the neighbors to reach a compromise as there is considerable ill from residents towards the project.

In response to Mayor Joe's inquiry, City Attorney Highsmith vehemently denied having any affiliation with the developer. Mr. Scheck praised City Attorney Highsmith's professionalism while working on this project. He confirmed his client has no previous affiliation with the City Attorney.

Mayor Joe closed the public hearing at 10:05 P.M.

Councilmember Cacciotti expressed concern regarding exposing the City to possible litigation. He suggested continuing the item for further review. He clarified the City is only responsible for the easement and not the development of the property which lies with the City of Los Angeles.

Councilmember Schneider commented he cannot currently support the Planning Commission's recommendation.

Mayor Pro Tem Mahmud expressed concern regarding waiting for the Northeast Los Angeles Community Plan before considering the item. She does not feel the timeline of having an update by the end of 2020 is accurate. She encouraged residents to bring their concerns to the City of Los Angeles Planning Department.

In response to Mayor Joe's inquiry, City Attorney Highsmith opined that continuing the item for two-months puts the burden on the new Council.

MOTION BY COUNCILMEMBER CACCIOTTI, SECONDED BY COUNCILMEMBER SCHNEIDER, CARRIED 5-0, to continue the public hearing to February 2021 and hold a closed session to discuss potential legal issues for the second City Council meeting in December.

Mayor Pro Tem Mahmud recommended continuing Item No. 18 to December 2, 2020. Given there is only one (1) public comment, City Council chose to hear the item this evening.

17. Open the Public Hearing for Discussion of an Urgency Ordinance Establishing Additional Tenant Protections; Review Findings and Provide Direction Regarding No-Fault Just Cause Evictions for Substantial Remodels, Tenant Relocation Assistance and Penalties

Assistant to the City Manager Lucy Demirjian provided a PowerPoint presentation, and responded to Council questions accordingly.

Interim City Manager Joyce confirmed the 45-day moratorium ends on December 16, 2020, for Council awareness. Assistant to the City Manager Demirjian clarified the moratorium ends on December 19, 2020.

Prior to opening the public hearing, Mayor Joe asked Chief City Clerk Ayala what the number of public comments received were.

Chief City Clerk Ayala responded that two public comments had been received in writing, and 12 public comments have been received via the public comment line.

Councilmember Cacciotti asked the Council to reconsider hearing Agenda Item No. 18, given the number of public comments being heard on this item. The Council concurred with Councilmember Cacciotti to move Agenda Item No. 18 to the next regular meeting of the City Council on December 2, 2020.

Mayor Joe opened the public hearing at 10:43 p.m.

Chief City Clerk Ayala announced the names of those who submitted public comment via e-mail (these comments were not read, but are added to the official final record of the meeting and are available under the meeting's Additional Documents):

- Ryan Barrett
- Alana Eden

Chief City Clerk Ayala played an audio recording of the public comment received via the City's public comment phone line:

- Josh Albrektson - Provided comments expressing support of the item and encouraged City Council to investigate rent control.
- Katrina Bleckley - Provided comments expressing support of the item and encouraged City Council to protect residents. She expressed support of requiring landlords to obtain permits prior to issuing a no-fault eviction.
- Matt Barbado - Provided comments expressing support of the item and encouraged City Council to protect residents.
- Matthew Buck - Provided comments encouraged City Council to continue the item on behalf of the California Apartment Association until further stakeholder meetings are held and additional feedback is received.

- Andrea Segal - Provided comments expressing support of the item and encouraged City Council to protect residents.
- Brandon Yung - Provided comments expressing support of the item and encouraged City Council to protect residents. He expressed support of requiring landlords to obtain permits prior to issuing a no-fault eviction.
- Jonathan Yaeger - Provided comments expressing support of the item and encouraged City Council to pass the item.
- John Srebalus - Provided comments expressing support of the item and encouraged City Council to protect residents. He expressed support of requiring landlords to obtain permits prior to issuing a no-fault eviction.
- Alyssa Rudd - Provided comments expressing support of the item and encouraged City Council to protect residents.
- Helen Tran - Provided comments expressing support of the item and encouraged City Council to protect residents.
- Unknown - Provided comments expressing support of the item and encouraged City Council to protect residents.
- Robyn Odoku - Provided comments expressing support of the item and encouraged City Council to protect residents.

Director Hankamer and City Attorney Highsmith responded to Council questions regarding: substantial remodel usually needs an architect or a contractor, or both; demolition permit requirements; noticing requirements to the tenant from the landlord; construction permit requirements; etc.

Councilmember Schneider recommended a more robust inspection program, and using a third-party contractor to provide an Occupancy Inspection Program. Mayor Pro Tem Mahmud agreed. Councilmember Schneider further suggested a mandatory return of the tenant's security deposit.

Mayor Pro Tem Mahmud noted relocation assistance is a complicated manner and recommends exploring the issue further.

Mayor Joe closed the public hearing at 11:14 P.M.

MOTION BY COUNCILMEMBER CACCIOTTI, SECONDED BY MAYOR PRO TEM MAHMUD, CARRIED 5-0, to:

1. Open the public hearing for discussion of a proposed urgency ordinance establishing additional procedures and requirements for no-fault just cause evictions for substantial remodels; and

2. Review initial study and provide direction regarding relocation assistance and direct staff to return with additional recommendations after stakeholder outreach and Planning Commission discussions.

ACTION/DISCUSSION ITEMS

18. Adoption of California Environmental Quality Act Initial Study and Negative Declaration and the Proposed Climate Action Plan

The item was moved to the next Regular Meeting of the City Council on December 2, 2020.

ADJOURNMENT

Mayor Joe announced a next Regular City Council meeting on December 2, 2020.

There being no further business, at 11:17 p.m. Mayor Joe adjourned the meeting.

Maria E. Ayala
Chief City Clerk

Diana Mahmud
Mayor



City Council Agenda Report

ITEM NO. 10

DATE: February 17, 2021

FROM: Sean Joyce, Interim City Manager

PREPARED BY: Elaine Aguilar, Interim Assistant City Manager
Albert Trinh, Finance Manager

SUBJECT: **Monthly Investment Reports for December 2020**

Recommendation Action

It is recommended that the City Council receive and file the monthly investment reports for December 2020.

Commission Review and Recommendation

This matter was not reviewed by a commission. (Please see discussion of Commission review under “Background”.)

Discussion/Analysis

The City’s investments have shown a decrease from prior month. The market value of the investments held at Morgan Stanley decreased by \$12k from prior month. The investments held at Morgan Stanley have been moderately stable for the past few months.

Background

As required by law, a monthly investment report, including water bond funds, is presented to the City Council disclosing investment activities, types of investments, dates of maturities, amounts of deposits, rates of interest, and securities with a maturity of more than 12 months at current market values.

The reports reflect all investments at the above-referenced date and are in conformity with the City Investment Policy as stated in Resolution No. 7635. A copy of the Resolution is available at the City Clerk’s Office.

Lastly, a question was posed at a previous City Council meeting pertaining to the Finance Commission’s review of the Investment Report. This discussion topic was on the December 17, 2020 Finance Commission agenda. After discussion, it was determined that the Finance Commission’s review prior to the report appearing on the City Council’s agenda would result in an additional month’s delay in presentation of the report to the City Council due to timing of receipt of the necessary data, and timing of Commission and Council meetings. For example, on the current schedule, the November investment data is on the Council’s January agenda, if the

Commission were to review the report, the November investment data would be presented to the City Council in February. At this time, the Commission indicated the schedule should remain as is. However, should the data be available more expeditiously in the future the Commission would revisit the discussion and potentially reconsider Commission meeting dates to accommodate its review.

Legal Review

The City Attorney has not reviewed this item.

Fiscal Impact

The investments herein provide sufficient cash flow liquidity to meet the estimated expenditures, as required in the investment policy.

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: City Investment Reports for December 2020

ATTACHMENT 1
City Investment Reports for December 2020

Exhibit A

**City of South Pasadena
INVESTMENT REPORT
December 31, 2020**

Investment Balances at Month End

INSTITUTION NAME	MATURITY DATE	CURRENT YIELD	PERCENT OF PORTFOLIO	COST	CURRENT MARKET VALUE *
LOCAL AGENCY INVESTMENT FUND:					
LAIF City	ON DEMAND	0.540%	52.98%	19,249,033.84	19,249,033.84
SUBTOTAL			52.98%	19,249,033.84	19,249,033.84
MORGAN STANLEY SMITH BARNEY					
Government Securities	See Exhibit B-1	1.72%	33.41%	12,140,258.04	12,504,257.76
Corporate Bonds	See Exhibit B-1	2.67%	13.61%	4,946,062.02	5,071,254.61
SUBTOTAL			47.02%	17,086,320.06	17,575,512.37
TOTAL INVESTMENTS			100.00%	\$36,335,353.90	\$36,824,546.21

BANK ACCOUNTS:

Bank of the West Account Balance:	\$9,283,327.16
Morgan Stanley Uninvested Cash Balance ¹ :	\$259,622.40
Morgan Stanley Unsettled Transactions ¹	-
BNY Mellon Uninvested Cash Balance ²	158,297.97

Footnotes:

¹ The Morgan Stanley Uninvested Cash Balance and Unsettled Transactions are separate from the investment portion. The sum of the three Morgan Stanley balance totals to the balance reflected on the provided statement.

² The BNY Mellon Uninvested Cash Balance is information-only as it is funds intended for 2016 Water Revenue Bond.

Required Disclosures:

Average weighted maturity of the portfolio	461 DAYS
Average weighted total yield to maturity of the portfolio	1.234%
Projected Expenditures for the next 6 months:	\$ 18,033,179

* Current market valuation is required for investments with maturities of more than twelve months.

In compliance with the California Code Section 53646, as the City Treasurer of the City of South Pasadena, I hereby certify that sufficient investment liquidity to meet the City's expenditure requirements for the next six months and that all investments are in compliance to the City's Statement of Investment Policy.

I also certify that this report reflects all Government Agency pooled investments and all City's bank balances.



Gary Pia, City Treasurer

02/01/2021

Date

CLIENT STATEMENT | For the Period December 1-31, 2020



STATEMENT FOR:

CITY OF SOUTH PASADENA
C/O GARY E PIA, LUCY DEMIRJIAN &
KAREN ACEVES

TOTAL VALUE OF YOUR ACCOUNT (as of 12/31/20)
Includes Accrued Interest

\$17,930,660.92

Your Financial Advisor Team
The Jewel City Group

[REDACTED]

Morgan Stanley Smith Barney LLC. Member SIPC.

#BWNJGWM

CITY OF SOUTH PASADENA
C/O GARY E PIA, LUCY DEMIRJIAN &
KAREN ACEVES
1414 MISSION STREET
S PASADENA CA 91030-3214

Your Branch

55 SOUTH LAKE AVE, STE 700
PASADENA, CA 91101
Telephone: 626-449-1240; Alt. Phone: 800-488-1240; Fax: 626-584-1251

Client Service Center (24 Hours a Day; 7 Days a Week): 800-869-3326

Access Your Account Online: www.morganstanley.com/online

*INVESTMENTS AND INSURANCE PRODUCTS: NOT FDIC INSURED • NOT A BANK DEPOSIT •
NOT INSURED BY ANY FEDERAL GOVERNMENT AGENCY • NOT BANK GUARANTEED •
MAY LOSE VALUE*



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Expanded Disclosures, which apply to all statements Morgan Stanley Smith Barney LLC (we/us) sends to you, are provided with your first statement and thereafter twice a year.

Questions?

Questions regarding your account may be directed to us by using the contact information on the statement cover page, or the Client Service Center at (800) 869-3326.

Errors and Inquiries

Be sure to review your statement promptly, and immediately address any concerns regarding entries that you do not understand or believe were made in error by contacting the Branch Manager of the office where you maintain your account. Oral communications regarding any inaccuracy or discrepancy in this statement should be re-confirmed in writing to further protect your rights, including rights under the Securities Investor Protection Act (SIPA). Your statement will be deemed correct unless we receive a written inquiry of a suspected error. See your account documentation for special rules regarding your rights and responsibilities with respect to erroneous electronic fund transfers, including a description of the transfers covered. For concerns or complaints, contact our Client Relations Department at (866) 227-2256 or mail to P.O. Box 95002, South Jordan, UT 84095, or contact us at www.morganstanley.com.

Senior Investor Helpline

In order to provide Morgan Stanley's senior investor clients a convenient way to communicate with us, we offer a Senior Investor Helpline. Senior investors or those acting on their behalf may call (800) 280-4534, Monday-Friday 9am-7pm Eastern Time.

Account Valuation

Account values are computed by adding (1) the market value of all priced positions, (2) valuations utilizing industry service providers and/or outside custodians for other positions, and (3) adding any credit or subtracting any debit to your closing Cash, Money Market Funds and/or Deposit balance. Cash, Deposits and Money Market Funds are displayed on a settlement date basis, and other positions are displayed in your account on a trade date basis. The values of fixed income positions in summary displays include accrued interest in the totals. In the "Holdings" section, fixed income market value and accrued interest are also displayed in separate columns. Accrued interest is the interest earned but not yet paid on the bond since its last interest payment. In most cases, it is calculated from the date of the last coupon payment (or "dated date") through the closing date of the statement. Foreign Currency Deposits are reflected in U.S. dollars as of the statement end date. The Annual Percentage Yield (APY) for deposits represents the applicable rate in effect for your deposits at the statement ending date. This APY may be different than the APY that

was in effect during the statement period. For current Bank Deposit or Money Market Fund yields, go to www.morganstanley.com/wealth-investmentstrategies/ratemonitor.html.

Additional Retirement Account Information

Tax-qualified account contributions are subject to IRS eligibility rules and regulations. The Contributions information in this statement reflects contributions for a particular account, without reference to any other account. Check with your tax advisor to verify how much you can contribute, if the contribution will be tax deductible, and if other special rules apply (e.g., to conversions/recharacterizations of Traditional to Roth/Roth to Traditional IRAs). Tax reporting is provided for IRA, VIP Basic and 403(b) accounts but not for VIP Plus and RPM accounts. The account value used for your Required Minimum Distribution calculation, if any, is based on the prior December 31st Account Value, including accrued interest. Additionally, for IRAs (1) the "Max. Individual Contributions Allowed (by SSN)" reflects the annual limit on contributions that you can make to Traditional and Roth IRAs under the Internal Revenue Code (this limit applies on a per person basis, not per account; other rules apply to IRAs which are part of employer-sponsored plans); and (2) the categorization of any contribution's deductibility is based upon information provided by you. The information included in this statement is not intended to constitute tax, legal or accounting advice. Contact us if any of this information is incorrect.

Availability of Free Credit Balances and Financial Statements

Under the customer protection rules of the SEC [17 CFR §240.15c3-3], we may use funds comprising free credit balances carried for customer accounts here, provided that these funds are payable to customers on demand (i.e., are free of a lien or right of set-off in our favor or on behalf of some third party to whom you have given control). A financial statement of this organization is available for your personal inspection at its offices, or a copy will be mailed to you upon your written request.

Gain/(Loss) Information

Gain/(Loss) is provided for informational purposes. It is not a substitute for Internal Revenue Service (IRS) Form 1099 (on which we report cost basis for covered securities) or any other IRS tax form, and should not be used for tax preparation. Unrealized Gain/(Loss) provided on this statement is an estimate. Contact your own independent legal or tax advisor to determine the appropriate use of the Gain/(Loss) information on this statement. For more information, go to www.morganstanley.com/wealth/disclosures/disclosures.asp, or call Client Service Center.

Tax Reporting

Under Federal income tax law, we are required to report gross proceeds

of sales (including short sales) on Form 1099-B by March 15 of the year following the calendar year of the transaction for reportable (i.e., non-retirement) accounts. For sales of certain securities acquired on or after January 1, 2011 (or applicable date for the type of security) we are also required to report cost basis and holding period. Under IRS regulations, if you have not provided us with a certification of either U.S. or foreign status on applicable Form W-9 or W-8, your accounts may be subject to either 24% back-up withholding or 30% nonresident alien withholding on payments made to your accounts.

Investment Objectives

The following is an explanation of the investment objective alternatives applicable to your account(s): Income - for investors seeking regular income with low to moderate risk to principal; Capital Appreciation - for investors seeking capital appreciation with moderate to high risk to principal; Aggressive Income - for investors seeking higher returns either as growth or as income with greater risk to principal; Speculation - for investors seeking high profits or quick returns with considerable possibility of losing most or all of their investment.

Listed Options

Information with respect to commissions and other charges related to the execution of options transactions has been included in confirmations of such transactions previously furnished to you and such information will be made available to you promptly at your request. Promptly advise us of any material change in your investment objectives or financial situation.

Important Information if you are a Margin Customer(not available for certain retirement accounts)

If you have margin privileges, you may borrow money from us in exchange for pledging assets in your accounts as collateral. The amount you may borrow is based on the value of eligible securities in your margin accounts. If a security has eligible shares the number of shares pledged as collateral is indicated below the position. If you have a margin account, as permitted by law, we may use certain securities in your account for, among other things, settling short sales or lending the securities for short sales, for which we may receive compensation.

Margin Interest Charges

We calculate interest charges on margin loans as follows: (1) multiply the applicable margin interest rate by the daily close of business net settled debit balance, and (2) divide by 360 (days). Margin interest accrues daily throughout the month and is added to your debit balance at month-end. The month-end interest charge is the sum of the daily accrued interest calculations for the month. We add the accrued interest to your debit balance and start a new calculation each time the applicable interest rate changes and at the close of every statement month. For interest rate information, log into your Morgan Stanley

Expanded Disclosures (CONTINUED)

account at morganstanley.com/online. Select your account with a Margin agreement and click Interest Rates for more information.

Information regarding Special Memorandum Account

If you have a Margin Account, this is a combined statement of your Margin Account and Special Memorandum Account maintained for you under Section 220.5 of Regulation T issued by the Board of Governors of the Federal Reserve System. The permanent record of the Special Memorandum Account as required by Regulation T is available for your inspection at your request.

Money Market Fund (MMF) Pricing

You could lose money in MMFs. Although MMFs classified as government funds (i.e., MMFs that invest 99.5% of total assets in cash and/or securities backed by the U.S. government) and retail funds (i.e., MMFs open to natural person investors only) seek to preserve value at \$1.00 per share, they cannot guarantee they will do so. The price of other MMFs will fluctuate and when you sell shares they may be worth more or less than originally paid. MMFs may impose a fee upon sale or temporarily suspend sales if liquidity falls below required minimums. During suspensions, shares would not be available for purchases, withdrawals, check writing or ATM debits. A MMF investment is not insured or guaranteed by the Federal Deposit Insurance Corporation or other government agency.

Notice Regarding Global Investment Manager Analysis

Morgan Stanley's Global Investment Manager Analysis team conducts analysis on various mutual funds and exchange-traded funds for clients holding those funds in certain investment advisory programs. If you have invested in any of these funds in another type of account, such as a brokerage account, you will not receive the same materials and status updates on the funds as we provide to investment advisory clients (including instructions on selling fund shares).

Pricing of Securities

The prices of securities are derived from various sources, and do not necessarily represent the prices at which those securities could have been bought or sold. Although we attempt to use reliable sources of information, we can offer no assurance as to their accuracy, reliability or completeness. Prices are as of the date shown only and are not an offer by us or our affiliates to purchase or sell any instrument or enter into any transaction or a commitment by us or them to make such an offer. Prices of securities not actively traded may not be available, and are indicated by N/A (not available). For additional information on how we price securities, go to www.morganstanley.com/wealth/disclosures/disclosures.asp.

Important Information About Auction Rate Securities

For certain Auction Rate Securities there is no or limited liquidity. Therefore, the price(s) for these Auction Rate Securities are indicated

by N/A (not available). There can be no assurance that a successful auction will occur or that a secondary market exists or will develop for a particular security.

Structured Investments Risks and Considerations

Structured Investments (Structured Products) are complex products and are subject to special risks, which may include, but are not limited to: loss of initial investment; issuer credit risk and price volatility resulting from actual or anticipated changes to issuer's and/or guarantor's credit ratings/spreads; limited or no appreciation and limits on participation in any appreciation of underlying asset(s); risks associated with the underlying asset(s); no periodic payments; call prior to maturity; early redemption fees for market linked deposits; lower interest rates and/or yield compared to conventional debt with comparable maturity; unique tax implications; limited or no secondary market; and conflicts of interest due to affiliation, compensation or other factors which could adversely affect market value or payout to investors. Investors also should consider the concentration risk of owning the related security and their total exposure to any underlying asset. Structured Investments, which may appear in various product categories and are identified on the Position Description Details line as "Asset Class: Struct Inv," may not perform in a manner consistent with the product category where they appear, and therefore may not satisfy portfolio asset allocation needs for that category. When displayed, the accrued interest, annual income and yield for structured investments with a contingent income feature (e.g., Range Accrual Notes/Contingent Income Notes) are estimates and assume specified accrual conditions are met during the relevant observation period and payment in full of all contingent interest. Actual accrued interest, annual income and yield will be dependent upon the performance of the underlying asset(s) and may be significantly lower than estimates shown. For more information on the risks and conflicts of interest related to Structured Investments, log in to Morgan Stanley Online at www.morganstanley.com/structuredproductsrisksandconflicts. For information on risks specific to your Structured Investments, contact us.

Security Measures

This statement features several embedded security elements to safeguard its authenticity. One is a unique blue security rectangle, printed in heat-sensitive ink on the back of every page. When exposed to warmth, the color will disappear, and then reappear.

SIPC Protection

We are a member of Securities Investor Protection Corporation (SIPC), which protects securities of its customers up to \$500,000 (including \$250,000 for claims for cash). An explanatory brochure is available upon request or at www.sipc.org. Losses due to market fluctuation are not protected by SIPC and assets not held with us may not be covered

by SIPC protection. To obtain information about SIPC, including an explanatory SIPC brochure, contact SIPC at 1-202-371-8300 or visit www.sipc.org.

Certain Assets Not Held at Morgan Stanley Smith Barney LLC

You may purchase certain assets through us that may be held at another financial institution. Assets not held with us may not be covered by SIPC protection. We may include information about certain assets on this statement solely as a service to you and are not responsible for information provided by external sources. Generally, any financial institution that holds securities is responsible for year-end reporting (e.g., Forms 1099) and separate periodic statements, which may vary from our information due to different reporting periods. In the case of networked mutual funds, we perform all year-end tax reporting.

Total Income

Total income, as used in the income summaries, represents dividends and/or interest on securities we receive on your behalf and credit to your account(s) during the calendar year. We report dividend distributions and taxable bond interest credited to your account to the IRS. The totals we report may differ from those indicated as "This Year" figures on the last statement for the calendar year. Only information on Forms 1099 should be used for tax reporting. In the case of Corporations, Real Estate Investment Trusts (REITs), Master Limited Partnerships, Regulated Investment Companies and Unit Investment Trusts, some sponsors may reclassify the distribution to a different tax type for year-end reporting.

Transaction Dates and Conditions

Transactions display trade date and settlement date. Transactions are included on this statement on trade date basis (excluding BDP and MMFs). Trades that have not settled as of statement month end will also be displayed in the "Unsettled Purchases/Sales Activity" section. Upon written request, we will give you the date and time of a transaction and the name of the other party to a transaction. We and/or our affiliates may accept benefits that constitute payment for order flow. Details regarding these benefits and the source and amount of any other remuneration received or to be received by us in connection with any transaction will be furnished upon written request.

Tax and Legal Disclosure

Morgan Stanley does not provide legal or tax advice. Please consult your own tax advisor.

Revised 10/2020

Consulting and Evaluation Services Basic Securities Acct.

CITY OF SOUTH PASADENA
C/O GARY E PIA, LUCY DEMIRJIAN &

Account Summary

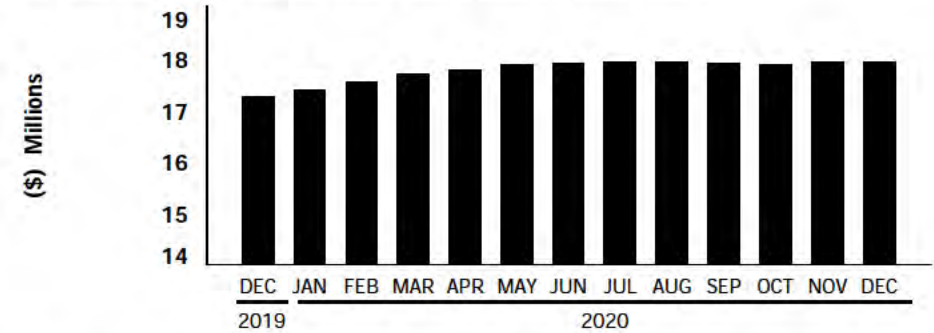
CHANGE IN VALUE OF YOUR ACCOUNTS (includes accrued interest)

	This Period (12/1/20-12/31/20)	This Year (1/1/20-12/31/20)
TOTAL BEGINNING VALUE	\$17,909,293.55	\$17,256,598.35
Credits	2.68	10.58
Debits	(1,212.28)	(44,080.94)
Security Transfers	—	—
Net Credits/Debits/Transfers	\$(1,209.60)	\$(44,070.36)
Change in Value	22,576.97	718,132.93
TOTAL ENDING VALUE	\$17,930,660.92	\$17,930,660.92

Net Credits / Debits include investment advisory fees as applicable. See Activity section for details.

MARKET VALUE OVER TIME

The below chart displays the most recent thirteen months of Market Value.

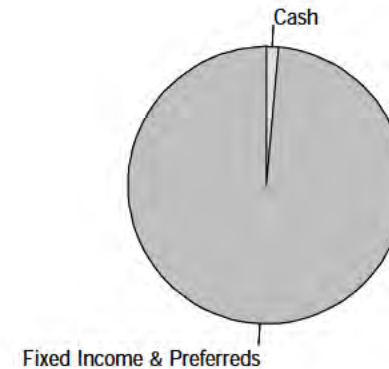


This chart does not reflect corrections to Market Value made subsequent to the dates depicted. It may exclude transactions in Annuities or positions where we are not the custodian, which could delay the reporting of Market Value.

ASSET ALLOCATION (includes accrued interest)

	Market Value	Percentage
Cash	\$259,622.40	1.45
Fixed Income & Preferreds	17,671,038.52	98.55
TOTAL VALUE	\$17,930,660.92	100.00%

FDIC rules apply and Bank Deposits are eligible for FDIC insurance but are not covered by SIPC. Cash and securities (including MMFs) are eligible for SIPC coverage. See Expanded Disclosures. Values may include assets externally held, which are provided to you as a courtesy, and may not be covered by SIPC. For additional information, refer to the corresponding section of this statement.



This asset allocation represents holdings on a trade date basis, and projected settled Cash/BDP and MMF balances. These classifications do not constitute a recommendation and may differ from the classification of instruments for regulatory or tax purposes.

Consulting and Evaluation Services Basic Securities Acct.

CITY OF SOUTH PASADENA
C/O GARY E PIA, LUCY DEMIRJIAN &

Account Summary

BALANCE SHEET (^ includes accrued interest)

	Last Period (as of 11/30/20)	This Period (as of 12/31/20)
Cash, BDP, MMFs	\$242,145.97	\$259,622.40
Corporate Fixed Income ^	5,153,189.56	5,106,962.71
Government Securities ^	12,513,958.02	12,564,075.81
Total Assets	\$17,909,293.55	\$17,930,660.92
Total Liabilities (outstanding balance)	—	—
TOTAL VALUE	\$17,909,293.55	\$17,930,660.92

INCOME AND DISTRIBUTION SUMMARY

	This Period (12/1/20-12/31/20)	This Year (1/1/20-12/31/20)
Other Dividends	—	\$7.60
Interest	14,273.98	385,868.16
Income And Distributions	\$14,273.98	\$385,875.76
Tax-Exempt Income	—	—
TOTAL INCOME AND DISTRIBUTIONS	\$14,273.98	\$385,875.76

Taxable and tax exempt income classifications are based on the characteristics of the underlying securities and not the taxable status of the account.

CASH FLOW

	This Period (12/1/20-12/31/20)	This Year (1/1/20-12/31/20)
OPENING CASH, BDP, MMFs	\$242,145.97	\$131,739.39
Purchases	(1,164,405.90)	(6,218,482.90)
Sales and Redemptions	1,168,817.95	6,004,560.51
Income and Distributions	14,273.98	385,875.76
Total Investment Related Activity	\$18,686.03	\$171,953.37
Electronic Transfers-Credits	2.68	10.58
Other Debits	(1,212.28)	(44,080.94)
Total Cash Related Activity	\$(1,209.60)	\$(44,070.36)
CLOSING CASH, BDP, MMFs	\$259,622.40	\$259,622.40

GAIN/(LOSS) SUMMARY

	Realized This Period (12/1/20-12/31/20)	Realized This Year (1/1/20-12/31/20)	Unrealized Inception to Date (as of 12/31/20)
Short-Term Gain	—	\$2,847.19	\$50,697.58
Short-Term (Loss)	—	(1.57)	(163.93)
Total Short-Term	—	\$2,845.62	\$50,533.65
Long-Term Gain	12,014.19	57,911.74	439,035.89
Long-Term (Loss)	—	(843.46)	(377.23)
Total Long-Term	\$12,014.19	\$57,068.28	\$438,658.66
TOTAL GAIN/(LOSS)	\$12,014.19	\$59,913.90	\$489,192.31

The Gain/(Loss) Summary, which may change due to basis adjustments, is provided for informational purposes and should not be used for tax preparation. Refer to Gain/(Loss) in the Expanded Disclosures.

Consulting and Evaluation Services Basic Securities Acct.

CITY OF SOUTH PASADENA
C/O GARY E PIA, LUCY DEMIRJIAN &

Account Summary

ADDITIONAL ACCOUNT INFORMATION

Category	This Period (12/1/20-12/31/20)	This Year (1/1/20-12/31/20)	Category	This Period (12/1/20-12/31/20)	This Year (1/1/20-12/31/20)
Accrued Interest Paid	\$3,298.37	\$24,711.62	Accrued Interest Received	3,662.50	13,417.00
U.S. Treasury Coupon Interest	7,184.38	165,931.90			

All Municipal and U.S. Treasury coupon interest displayed in this section is also included in the Income and Distribution Summary. Municipal interest above is subject to federal income tax, but may be exempt from state and local income tax. U.S. Treasury interest is subject to federal income tax, but is exempt from both state and local income tax.

Consulting and Evaluation Services Basic Securities Acct.

CITY OF SOUTH PASADENA
C/O GARY E PIA, LUCY DEMIRJIAN &

Account Detail

Investment Objectives (in order of priority): Income, Capital Appreciation, Aggressive Income, Speculation

Inform us if your investment objectives, as defined in the Expanded Disclosures, change.

Account Holder Votes Proxy: No

The account holder has delegated the authority to vote proxies for the account to Institutional Shareholder Services or a third-party or Morgan Stanley-affiliated portfolio manager, as applicable.

Investment Advisory Account

Manager: CLEARBRIDGE ASSET MANAGEMENT

HOLDINGS

This section reflects positions purchased/sold on a trade date basis. "Market Value" and "Unrealized Gain/(Loss)" may not reflect the value that could be obtained in the market. Your actual investment return may differ from the unrealized gain/(loss) displayed. Fixed Income securities are sorted by maturity or pre-refunding date, and alphabetically within date. Estimated Annual Income a) is calculated on a pre-tax basis, b) does not include any reduction for applicable non-US withholding taxes, c) may include return of principal or capital gains which could overstate such estimates, and d) for holdings that have a defined maturity date within the next 12 months, is reflected only through maturity date. Actual income or yield may be lower or higher than the estimates. Current Yield reflects the income generated by an investment, and is calculated by dividing the total estimated annual income by the current market value of the entire position. It does not reflect changes in its price. Structured Investments, identified on the Position Description Details line as "Asset Class: Struct Inv," may appear in various statement product categories. When displayed, the accrued interest, annual income and current yield for those with a contingent income feature (e.g., Range Accrual Notes or Contingent Income Notes) are estimates and assume specified accrual conditions are met during the relevant period and payment in full of all contingent interest. For Floating Rate Securities, the accrued interest, annual income and current yield are estimates based on the current floating coupon rate and may not reflect historic rates within the accrual period.

CASH, BANK DEPOSIT PROGRAM AND MONEY MARKET FUNDS

Cash, Bank Deposit Program, and Money Market Funds are generally displayed on a settlement date basis. You have the right to instruct us to liquidate your bank deposit balance(s) or shares of any money market fund balance(s) at any time and have the proceeds of such liquidation remitted to you. Estimated Annual Income, Accrued Interest, and APY% will only be displayed for fully settled positions.

Description	Market Value	7-Day Current Yield %	Est Ann Income	APY %
CASH	\$7,184.38			
MS U.S. GOV'T MONEY MARKET TR	252,438.02	0.010	25.24	—
	Market Value	Percentage of Holdings	Est Ann Income	
CASH, BDP, AND MMFs	\$259,622.40	1.45%	\$25.24	

Certain money market funds classified as government funds and retail funds seek (although they cannot guarantee) to maintain a share price of \$1.00, therefore the dollar amounts listed equal the number of shares. Additional information concerning these transactions is available upon request. For more information about the pricing of Money Market Funds, please see the Expanded Disclosures. The money market funds reflected above include the balances in your automatic sweep feature, if any, and may include other money market funds that have been purchased in your account.

CORPORATE FIXED INCOME

CORPORATE BONDS

Security Description	Trade Date	Face Value	Orig Unit Cost Adj Unit Cost	Unit Price	Orig Total Cost Adj Total Cost	Market Value	Unrealized Gain/(Loss)	Est Ann Income Accrued Interest	Current Yield %
EXXON MOBIL CORP	6/21/16	162,000.000	\$102.354	\$100.143	\$165,815.10			\$1,800.00	1.10
Coupon Rate 2.222%; Matures 03/01/2021; CUSIP 30231GAV4			\$100.082		\$162,133.32	\$162,231.66	\$98.34 LT	\$1,199.88	
Interest Paid Semi-Annually Mar/Sep; Callable \$100.00 on 02/01/21; Yield to Call .501%; Moody AA1			S&P AA; Issued 03/03/16; Asset Class: FI & Pref						

Consulting and Evaluation Services Basic Securities Acct.

CITY OF SOUTH PASADENA
C/O GARY E PIA, LUCY DEMIRJIAN &

Account Detail

Security Description	Trade Date	Face Value	Orig Unit Cost Adj Unit Cost	Unit Price	Orig Total Cost Adj Total Cost	Market Value	Unrealized Gain/(Loss)	Est Ann Income Accrued Interest	Current Yield %
HOME DEPOT INC Coupon Rate 4.400%; Matures 04/01/2021; CUSIP 437076AW2 <i>Interest Paid Semi-Annually Apr/Oct; Callable \$100.00 on 01/30/21; Yield to Call 4.320%; Moody A2</i>	6/19/19	81,000.000	103.384 100.466	100.000	83,741.85 81,377.23	81,000.00	(377.23) LT	1,782.00 891.00	2.20
<i>S&P A-; Issued 03/31/11; Asset Class: FI & Pref</i>									
PRUDENTIAL FINANCIAL INC Coupon Rate 4.500%; Matures 11/16/2021; CUSIP 74432QBT1 <i>Interest Paid Semi-Annually May/Nov; Moody A3</i>	8/12/19	80,000.000	105.396 102.096	103.620	84,316.80 81,676.71	82,896.00	1,219.29 LT	3,600.00 450.00	4.34
<i>S&P A; Issued 11/16/11; Asset Class: FI & Pref</i>									
AMERICAN EXPRESS CREDIT CORP Coupon Rate 2.700%; Matures 03/03/2022; CUSIP 0258M0E0G	9/6/17 6/2/20	162,000.000 10,000.000	102.080 100.559 103.550 102.362	102.563	165,371.22 162,905.47 10,355.10 10,236.19	166,152.06 10,256.30	3,246.59 LT 20.11 ST		
Total		172,000.000			175,726.32 173,141.66	176,408.36	3,246.59 LT 20.11 ST	4,644.00 1,522.20	2.63
<i>Interest Paid Semi-Annually Mar/Sep; Callable \$100.00 on 01/31/22; Yield to Call .328%; Moody A2</i>									
BURLINGTON NORTHERN SANTA FE LLC Coupon Rate 3.050%; Matures 03/15/2022; CUSIP 12189LAH4 <i>Interest Paid Semi-Annually Mar/Sep; Callable \$100.00 on 12/15/21; Yield to Call .379%; Moody A3</i>	9/12/17	79,000.000	103.847 101.058	102.545	82,039.13 79,835.65	81,010.55	1,174.90 LT	2,410.00 709.46	2.97
<i>S&P A-; Issued 03/03/17; Asset Class: FI & Pref</i>									
US BANCORP Coupon Rate 3.000%; Matures 03/15/2022; CUSIP 91159HHC7 <i>Interest Paid Semi-Annually Mar/Sep; Callable \$100.00 on 02/15/22; Moody A1</i>	6/26/19	165,000.000	102.095 100.937	103.062	168,456.75 166,546.01	170,052.30	3,506.29 LT	4,950.00 1,457.50	2.91
<i>S&P A+; Issued 03/02/12; Asset Class: FI & Pref</i>									
INTEL CORP Coupon Rate 2.350%; Matures 05/11/2022; CUSIP 458140BB5 <i>Interest Paid Semi-Annually May/Nov; Callable \$100.00 on 04/11/22; Moody A1</i>	7/5/19	169,000.000	100.413 100.200	102.605	169,699.66 169,337.33	173,402.45	4,065.12 LT	3,972.00 551.60	2.29
<i>S&P A+; Issued 05/11/17; Asset Class: FI & Pref</i>									
APPLE INC Coupon Rate 2.700%; Matures 05/13/2022; CUSIP 037833BF6	9/6/17 6/2/20	160,000.000 10,000.000	102.677 100.803 104.838 103.377	103.533	164,284.80 161,284.92 10,483.80 10,337.68	165,652.80 10,353.30	4,367.88 LT 15.62 ST		
Total		170,000.000			174,768.60 171,622.60	176,006.10	4,367.88 LT 15.62 ST	4,590.00 612.00	2.60
<i>Interest Paid Semi-Annually May/Nov; Moody AA1</i>									
ORACLE CORP Coupon Rate 2.500%; Matures 05/15/2022; CUSIP 68389XBB0 <i>Interest Paid Semi-Annually May/Nov; Callable \$100.00 on 03/15/22; Yield to Call .277%; Moody A3</i>	10/3/17	81,000.000	101.621 100.495	102.674	82,313.01 81,401.21	83,165.94	1,764.73 LT	2,025.00 258.75	2.43
<i>S&P A; Issued 05/05/15; Asset Class: FI & Pref</i>									
BRISTOL-MYERS SQUIBB CO Coupon Rate 2.000%; Matures 08/01/2022; CUSIP 110122AT5 <i>Interest Paid Semi-Annually Feb/Aug; Moody A2</i>	11/4/19	170,000.000	100.402 100.234	102.635	170,685.10 170,397.63	174,479.50	4,081.87 LT	3,400.00 1,416.67	1.94
<i>S&P A+; Issued 07/31/12; Asset Class: FI & Pref</i>									

Consulting and Evaluation Services Basic Securities Acct.

CITY OF SOUTH PASADENA
C/O GARY E PIA, LUCY DEMIRJIAN &

Account Detail

Security Description	Trade Date	Face Value	Orig Unit Cost Adj Unit Cost	Unit Price	Orig Total Cost Adj Total Cost	Market Value	Unrealized Gain/(Loss)	Est Ann Income Accrued Interest	Current Yield %
LOCKHEED MARTIN CORP	12/17/19	82,000.000	103.260	105.091	84,673.20				
Coupon Rate 3.100%; Matures 01/15/2023; CUSIP 539830BG3			102.173		83,781.67	86,174.62	2,392.95 LT		
	12/14/20	85,000.000	105.290	105.091	89,496.50				
			105.150		89,377.28	89,327.35	(49.93) ST		
Total		167,000.000			174,169.70			5,177.00	2.94
					173,158.95	175,501.97	2,392.95 LT	2,387.17	
							(49.93) ST		
<i>Interest Paid Semi-Annually Jan/Jul; Callable \$100.00 on 11/15/22; Yield to Call .369%; Moody A3 S&P A-; Issued 11/23/15; Asset Class: FI & Pref</i>									
JPMORGAN CHASE & CO	9/29/20	167,000.000	106.292	105.861	177,507.64				
Coupon Rate 3.200%; Matures 01/25/2023; CUSIP 46625HJH4			105.580		176,318.79	176,787.87	469.08 ST		
	11/3/20	41,000.000	106.209	105.861	43,545.69				
			105.738		43,352.74	43,403.01	50.27 ST		
Total		208,000.000			221,053.33			6,656.00	3.02
					219,671.53	220,190.88	519.35 ST	2,884.27	
<i>Interest Paid Semi-Annually Jan/Jul; Moody A2 S&P A-; Issued 01/25/13; Asset Class: FI & Pref</i>									
BANK OF NEW YORK MELLON CORP/THE	1/25/19	168,000.000	99.109	105.187	166,503.12			4,956.00	2.80
Coupon Rate 2.950%; Matures 01/29/2023; CUSIP 06406RAE7			99.109		166,503.12	176,714.16	10,211.04 LT	2,092.53	
<i>Interest Paid Semi-Annually Jan/Jul; Callable \$100.00 on 12/29/22; Moody A1 S&P A; Issued 01/29/18; Asset Class: FI & Pref</i>									
AMAZON.COM INC	2/7/19	125,000.000	98.568	104.360	123,210.00			3,000.00	2.29
Coupon Rate 2.400%; Matures 02/22/2023; CUSIP 023135AW6			98.568		123,210.00	130,450.00	7,240.00 LT	1,075.00	
<i>Interest Paid Semi-Annually Feb/Aug; Callable \$100.00 on 01/22/23; Moody A2 S&P AA-; Issued 02/22/18; Asset Class: FI & Pref</i>									
GENERAL DYNAMICS CORP	1/30/19	163,000.000	101.643	106.936	165,679.72			5,501.00	3.15
Coupon Rate 3.375%; Matures 05/15/2023; CUSIP 369550BD9			100.931		164,517.03	174,305.68	9,788.65 LT	702.94	
<i>Interest Paid Semi-Annually May/Nov; Callable \$100.00 on 04/15/23; Moody A2 S&P A; Issued 05/11/18; Asset Class: FI & Pref</i>									
CISCO SYSTEMS INC	2/5/19	84,000.000	97.479	104.691	81,882.36			1,848.00	2.10
Coupon Rate 2.200%; Matures 09/20/2023; CUSIP 17275RBH4			97.479		81,882.36	87,940.44	6,058.08 LT	518.47	
<i>Interest Paid Semi-Annually Mar/Sep; Callable \$100.00 on 07/20/23; Moody A1 S&P AA-; Issued 09/20/16; Asset Class: FI & Pref</i>									
JOHN DEERE CAPITAL CORP	4/11/19	161,000.000	103.761	109.172	167,055.21			5,877.00	3.34
Coupon Rate 3.650%; Matures 10/12/2023; CUSIP 24422EUM9			102.369		164,814.72	175,766.92	10,952.20 LT	1,289.56	
<i>Interest Paid Semi-Annually Apr/Oct; Moody A2 S&P A; Issued 10/12/18; Asset Class: FI & Pref</i>									
STATE STREET CORP	9/18/19	80,000.000	106.460	109.571	85,168.80				
Coupon Rate 3.700%; Matures 11/20/2023; CUSIP 857477AM5			104.514		83,611.48	87,656.80	4,045.32 LT		
	8/20/20	80,000.000	110.696	109.571	88,557.60				
			109.478		87,582.40	87,656.80	74.40 ST		
Total		160,000.000			173,726.40			5,920.00	3.37
					171,193.88	175,313.60	4,045.32 LT	674.22	
							74.40 ST		

Consulting and Evaluation Services Basic Securities Acct.

CITY OF SOUTH PASADENA
C/O GARY E PIA, LUCY DEMIRJIAN &

Account Detail

Security Description	Trade Date	Face Value	Orig Unit Cost Adj Unit Cost	Unit Price	Orig Total Cost Adj Total Cost	Market Value	Unrealized Gain/(Loss)	Est Ann Income Accrued Interest	Current Yield %
<i>Interest Paid Semi-Annually May/Nov; Moody A1 S&P A; Issued 11/19/13; Asset Class: FI & Pref</i>									
CATERPILLAR FINANCIAL SERVICES CORP	7/5/19	79,000.000	105.821	109.717	83,598.59				
Coupon Rate 3.750%; Matures 11/24/2023; CUSIP 14912L5X5			103.899		82,080.56	86,676.43	4,595.87 LT		
	11/3/20	81,000.000	110.167	109.717	89,235.27				
			109.607		88,781.28	88,870.77	89.49 ST		
Total		160,000.000			172,833.86			6,000.00	3.41
					170,861.84	175,547.20	4,595.87 LT 89.49 ST	616.67	
<i>Interest Paid Semi-Annually May/Nov; Moody A3 S&P A; Issued 11/26/13; Asset Class: FI & Pref</i>									
TRUIST FINANCIAL CORP	2/5/19	121,000.000	102.566	109.856	124,106.07			4,538.00	3.41
Coupon Rate 3.750%; Matures 12/06/2023; CUSIP 05531FBF9			101.597		122,932.42	132,925.76	9,993.34 LT	315.10	
<i>Interest Paid Semi-Annually Jun/Dec; Callable \$100.00 on 11/06/23; Moody A3 S&P A-; Issued 12/06/18; Asset Class: FI & Pref</i>									
METLIFE INC	12/17/19	80,000.000	106.366	109.908	85,093.60			2,880.00	3.27
Coupon Rate 3.600%; Matures 04/10/2024; CUSIP 59156RBH0			104.871		83,896.74	87,926.40	4,029.66 LT	648.00	
<i>Interest Paid Semi-Annually Apr/Oct; Yield to Maturity .543%; Moody A3 S&P A-; Issued 04/10/14; Asset Class: FI & Pref</i>									
COMCAST CORP	2/26/20	159,000.000	107.984	110.021	171,696.15			5,883.00	3.36
Coupon Rate 3.700%; Matures 04/15/2024; CUSIP 20030NCRO			106.377		169,139.52	174,933.39	5,793.87 ST	1,241.97	
<i>Interest Paid Semi-Annually Apr/Oct; Callable \$100.00 on 03/15/24; Yield to Call .542%; Moody A3 S&P A-; Issued 10/05/18; Asset Class: FI & Pref</i>									
TEXAS INSTRUMENTS INC	9/18/19	166,000.000	102.729	106.806	170,530.14			4,358.00	2.45
Coupon Rate 2.625%; Matures 05/15/2024; CUSIP 882508BB9			101.995		169,312.49	177,297.96	7,985.47 LT	556.79	
<i>Interest Paid Semi-Annually May/Nov; Callable \$100.00 on 03/15/24; Yield to Call .483%; Moody A1 S&P A+; Issued 05/04/17; Asset Class: FI & Pref</i>									
PACCAR FINANCIAL CORP	12/18/20	84,000.000	105.854	105.820	88,918.20			1,806.00	2.03
Coupon Rate 2.150%; Matures 08/15/2024; CUSIP 69371RQ25			105.784		88,858.95	88,888.80	29.85 ST	682.27	
<i>Interest Paid Semi-Annually Feb/Aug; Yield to Maturity .526%; Moody A1 S&P A+; Issued 08/15/19; Asset Class: FI & Pref</i>									
UNITEDHEALTH GROUP INC	7/13/20	83,000.000	106.693	106.590	88,555.19				
Coupon Rate 2.375%; Matures 08/15/2024; CUSIP 91324PDR0			105.925		87,917.74	88,469.70	551.96 ST		
	7/17/20	123,000.000	107.069	106.590	131,696.10				
			106.274		130,717.33	131,105.70	388.37 ST		
Total		206,000.000			220,251.29			4,893.00	2.22
					218,635.07	219,575.40	940.33 ST	1,848.28	
<i>Interest Paid Semi-Annually Feb/Aug; Yield to Maturity .536%; Moody A3 S&P A+; Issued 07/25/19; Asset Class: FI & Pref</i>									
UNITED PARCEL SERVICE INC	2/6/20	84,000.000	101.668	106.151	85,401.96			1,848.00	2.07
Coupon Rate 2.200%; Matures 09/01/2024; CUSIP 911312BT2			101.347		85,131.38	89,166.84	4,035.46 ST	616.00	
<i>Interest Paid Semi-Annually Mar/Sep; Callable \$100.00 on 08/01/24; Yield to Call .467%; Moody A2 S&P A-; Issued 08/16/19; Asset Class: FI & Pref</i>									

Consulting and Evaluation Services Basic Securities Acct.

CITY OF SOUTH PASADENA
C/O GARY E PIA, LUCY DEMIRJIAN &

Account Detail

Security Description	Trade Date	Face Value	Orig Unit Cost Adj Unit Cost	Unit Price	Orig Total Cost Adj Total Cost	Market Value	Unrealized Gain/(Loss)	Est Ann Income Accrued Interest	Current Yield %
PNC FINANCIAL SERVICES GROUP INC/THE Coupon Rate 2.200%; Matures 11/01/2024; CUSIP 693475AY1	2/13/20	170,000.000	101.836 101.501	106.279	173,122.90 172,551.88	180,674.30	8,122.42 ST		
	11/3/20	41,000.000	105.650 105.413	106.279	43,316.50 43,219.53	43,574.39	354.86 ST		
Total		211,000.000			216,439.40 215,771.41	224,248.69	8,477.28 ST	4,642.00 773.67	2.07
<i>Interest Paid Semi-Annually May/Nov; Callable \$100.00 on 10/02/24; Yield to Call .509%; Moody A3 S&P A-; Issued 11/01/19; Asset Class: FI & Pref</i>									
PEPSICO INC Coupon Rate 2.250%; Matures 03/19/2025; CUSIP 713448EQ7 <i>Interest Paid Semi-Annually Mar/Sep; Callable \$100.00 on 02/19/25; Yield to Call .578%; Moody A1 S&P A+; Issued 03/19/20; Asset Class: FI & Pref</i>	12/3/20	166,000.000	107.027 106.888	106.819	177,664.82 177,433.54	177,319.54	(114.00) ST	3,735.00 1,058.25	2.10
COCA-COLA CO/THE Coupon Rate 2.950%; Matures 03/25/2025; CUSIP 191216CN8	10/27/20	81,000.000	110.138 109.715	110.226	89,211.78 88,869.48	89,283.06	413.58 ST		
	12/14/20	81,000.000	109.845 109.719	110.226	88,974.45 88,872.16	89,283.06	410.90 ST		
Total		162,000.000			178,186.23 177,741.64	178,566.12	824.48 ST	4,779.00 1,274.40	2.67
<i>Interest Paid Semi-Annually Mar/Sep; Yield to Maturity .505%; Moody A1 S&P A+; Issued 03/25/20; Asset Class: FI & Pref</i>									
CHEVRON CORP Coupon Rate 1.554%; Matures 05/11/2025; CUSIP 166764BW9 <i>Interest Paid Semi-Annually May/Nov; Callable \$100.00 on 04/11/25; Yield to Call .606%; Moody AA2 S&P AA; Issued 05/11/20; Asset Class: FI & Pref</i>	8/13/20	172,000.000	103.759 103.454	103.998	178,467.20 177,941.38	178,876.56	935.18 ST	2,673.00 371.23	1.49
ORACLE CORP Coupon Rate 2.950%; Matures 05/15/2025; CUSIP 68389XBC8 <i>Interest Paid Semi-Annually May/Nov; Callable \$100.00 on 02/15/25; Yield to Call .537%; Moody A3 S&P A; Issued 05/05/15; Asset Class: FI & Pref</i>	11/2/20	81,000.000	109.105 108.765	109.826	88,375.05 88,100.01	88,959.06	859.05 ST	2,390.00 305.32	2.68
BANK OF AMERICA CORP Coupon Rate 3.875%; Matures 08/01/2025; CUSIP 06051GFS3	10/22/20	156,000.000	113.736 113.172	113.980	177,428.16 176,548.35	177,808.80	1,260.45 ST		
	11/3/20	39,000.000	113.333 112.867	113.980	44,199.87 44,018.05	44,452.20	434.15 ST		
Total		195,000.000			221,628.03 220,566.40	222,261.00	1,694.60 ST	7,556.00 3,148.44	3.39
<i>Interest Paid Semi-Annually Feb/Aug; Yield to Maturity .765%; Moody A2 S&P A-; Issued 07/30/15; Asset Class: FI & Pref</i>									
HOME DEPOT INC/THE Coupon Rate 3.350%; Matures 09/15/2025; CUSIP 437076BK7	11/2/20	79,000.000	112.632 112.192	112.611	88,979.28 88,631.76	88,962.69	330.93 ST		
	11/17/20	79,000.000	112.596 112.261	112.611	88,951.63 88,686.53	88,962.69	276.16 ST		
Total		158,000.000			177,930.91 177,318.29	177,925.38	607.09 ST	5,293.00 1,558.49	2.97
<i>Interest Paid Semi-Annually Mar/Sep; Callable \$100.00 on 06/15/25; Yield to Call .485%; Moody A2 S&P A; Issued 09/15/15; Asset Class: FI & Pref</i>									

Consulting and Evaluation Services Basic Securities Acct.

CITY OF SOUTH PASADENA
C/O GARY E PIA, LUCY DEMIRJIAN &

Account Detail

	Percentage of Holdings	Face Value	Orig Total Cost Adj Total Cost	Market Value	Unrealized Gain/(Loss)	Est Ann Income Accrued Interest	Current Yield %
CORPORATE FIXED INCOME		4,770,000.000	\$4,988,365.07 \$4,946,062.02	\$5,071,254.61	\$100,440.36 LT \$24,752.23 ST	\$135,382.00 \$35,708.10	2.67%
TOTAL CORPORATE FIXED INCOME (includes accrued interest)	28.48%			\$5,106,962.71			

GOVERNMENT SECURITIES

TREASURY SECURITIES

Security Description	Trade Date	Face Value	Orig Unit Cost Adj Unit Cost	Unit Price	Orig Total Cost Adj Total Cost	Market Value	Unrealized Gain/(Loss)	Est Ann Income Accrued Interest	Current Yield %
UNITED STATES TREASURY NOTE Coupon Rate 1.750%; Matures 07/31/2021; CUSIP 9128287F1	8/9/19	427,000.000	\$100.227 \$100.066	\$100.945	\$427,967.58 \$427,283.89	\$431,035.15	\$3,751.26 LT		
	8/21/19	599,000.000	100.390 100.116	100.945	601,339.69 599,697.39	604,660.55	4,963.16 LT		
Total		1,026,000.000			1,029,307.27 1,026,981.28	1,035,695.70	8,714.42 LT	17,955.00 7,464.98	1.73

Interest Paid Semi-Annually Jan/Jul; Moody AAA; Issued 07/31/19; Asset Class: FI & Pref

UNITED STATES TREASURY NOTE Coupon Rate 2.000%; Matures 10/31/2021; CUSIP 912828F96	11/1/17	494,000.000	100.312 100.066	101.551	495,543.75 494,326.19	501,661.94	7,335.75 LT		
	8/13/19	437,000.000	100.866 100.325	101.551	440,789.66 438,418.43	443,777.87	5,359.44 LT		
	6/2/20	25,000.000	102.565 101.494	101.551	25,641.60 25,373.41	25,387.75	14.34 ST		
Total		956,000.000			961,975.01 958,118.03	970,827.56	12,695.19 LT 14.34 ST	19,120.00 3,256.70	1.96

Interest Paid Semi-Annually Apr/Oct; Moody AAA; Issued 10/31/14; Asset Class: FI & Pref

UNITED STATES TREASURY NOTE Coupon Rate 1.625%; Matures 12/31/2021; CUSIP 912828YZ7	1/14/20	258,000.000	100.090 100.046	101.500	258,231.68 258,117.69	261,870.00	3,752.31 ST		
	2/6/20	259,000.000	100.335 100.176	101.500	259,869.98 259,456.10	262,885.00	3,428.90 ST		
Total		517,000.000			518,101.66 517,573.79	524,755.00	7,181.21 ST	8,401.00 23.08	1.60

Interest Paid Semi-Annually Jun/Dec; Moody AAA; Issued 12/31/19; Asset Class: FI & Pref

Consulting and Evaluation Services Basic Securities Acct.

CITY OF SOUTH PASADENA
C/O GARY E PIA, LUCY DEMIRJIAN &

Account Detail

Security Description	Trade Date	Face Value	Orig Unit Cost Adj Unit Cost	Unit Price	Orig Total Cost Adj Total Cost	Market Value	Unrealized Gain/(Loss)	Est Ann Income Accrued Interest	Current Yield %
UNITED STATES TREASURY NOTE Coupon Rate 1.750%; Matures 07/15/2022; CUSIP 9128287C8	8/9/19	426,000.000	100.476 100.251	102.500	428,030.32 427,070.93	436,650.00	9,579.07 LT		
	8/13/19	426,000.000	100.574 100.304	102.500	428,446.09 427,294.61	436,650.00	9,355.39 LT		
	8/21/19	33,000.000	100.722 100.385	102.500	33,238.49 33,127.10	33,825.00	697.90 LT		
Total		885,000.000			889,714.90 887,492.64	907,125.00	19,632.36 LT	15,488.00 7,112.46	1.70
<i>Interest Paid Semi-Annually Jan/Jul; Moody AAA; Issued 07/15/19; Asset Class: FI & Pref</i>									
UNITED STATES TREASURY NOTE Coupon Rate 1.750%; Matures 01/31/2023; CUSIP 912828P38	7/5/19	423,000.000	99.723 99.723	103.367	421,827.02 421,827.02	437,242.41	15,415.39 LT		
	8/21/19	2,000.000	100.878 100.535	103.367	2,017.58 2,010.69	2,067.34	56.65 LT		
	8/22/19	383,000.000	100.746 100.454	103.367	385,857.56 384,739.78	395,895.61	11,155.83 LT		
Total		808,000.000			809,702.16 808,577.49	835,205.36	26,627.87 LT	14,140.00 5,878.85	1.69
<i>Interest Paid Semi-Annually Jan/Jul; Moody AAA; Issued 02/01/16; Asset Class: FI & Pref</i>									
UNITED STATES TREASURY NOTE Coupon Rate 1.375%; Matures 06/30/2023; CUSIP 912828S35	5/1/19	434,000.000	96.477 96.477	103.063	418,708.44 418,708.44	447,293.42	28,584.98 LT	5,968.00	1.33
<i>Interest Paid Semi-Annually Jun/Dec; Moody AAA; Issued 06/30/16; Asset Class: FI & Pref</i>									
UNITED STATES TREASURY NOTE Coupon Rate 2.875%; Matures 11/30/2023; CUSIP 9128285P1	6/25/19	730,000.000	104.960 103.292	107.867	766,214.57 754,032.51	787,429.10	33,396.59 LT	20,988.00	2.66
<i>Interest Paid Semi-Annually May/Nov; Moody AAA; Issued 11/30/18; Asset Class: FI & Pref</i>									
UNITED STATES TREASURY NOTE Coupon Rate 2.125%; Matures 03/31/2024; CUSIP 912828W71	4/11/19	719,000.000	99.168 99.168	106.246	713,017.92 713,017.92	763,908.74	50,890.82 LT	15,279.00	2.00
<i>Interest Paid Semi-Annually Mar/Sep; Moody AAA; Issued 03/31/17; Asset Class: FI & Pref</i>									
UNITED STATES TREASURY NOTE Coupon Rate 2.000%; Matures 04/30/2024; CUSIP 912828X70	6/25/19	1,010,000.000	101.234 100.856	105.992	1,022,467.44 1,018,649.30	1,070,519.20	51,869.90 LT	20,200.00	1.88
<i>Interest Paid Semi-Annually Apr/Oct; Moody AAA; Issued 05/01/17; Asset Class: FI & Pref</i>									
UNITED STATES TREASURY NOTE Coupon Rate 0.500%; Matures 03/31/2025; CUSIP 912828ZF0	4/23/20	529,000.000	100.687 100.591	100.922	532,636.88 532,124.38	533,877.38	1,753.00 ST	2,645.00	0.49
<i>Interest Paid Semi-Annually Mar/Sep; Moody AAA; Issued 03/31/20; Asset Class: FI & Pref</i>									
TREASURY SECURITIES		7,614,000.000			\$7,661,846.25 \$7,635,275.78	\$7,876,636.46	\$232,412.13 LT \$8,948.55 ST	\$140,184.00 \$33,457.49	1.78%

Consulting and Evaluation Services Basic Securities Acct.

CITY OF SOUTH PASADENA
C/O GARY E PIA, LUCY DEMIRJIAN &

Account Detail

FEDERAL AGENCIES

Security Description	Trade Date	Face Value	Orig Unit Cost Adj Unit Cost	Unit Price	Orig Total Cost Adj Total Cost	Market Value	Unrealized Gain/(Loss)	Est Ann Income Accrued Interest	Current Yield %
FED HOME LN MTG CORP MED TERM NOTE Coupon Rate 2.375%; Matures 01/13/2022; CUSIP 3137EADB2 <i>Interest Paid Semi-Annually Jan/Jul; Moody AAA S&P AA+; Issued 01/13/12; Asset Class: FI & Pref</i>	4/23/20	511,000.000	\$103.524 \$102.100	\$102.312	\$529,007.64 \$521,728.64	\$522,814.32	\$1,085.68 ST	\$12,136.00 \$5,663.58	2.32
FED NATL MTG ASSN Coupon Rate 2.875%; Matures 09/12/2023; CUSIP 3135G0U43	2/13/19	225,000.000	101.167 100.701	107.150	227,625.53 226,578.23	241,087.50	14,509.27 LT		
	4/9/19	140,000.000	102.192 101.358	107.150	143,068.80 141,901.84	150,010.00	8,108.16 LT		
Total		365,000.000			370,694.33 368,480.07	391,097.50	22,617.43 LT	10,494.00 3,177.27	2.68
<i>Interest Paid Semi-Annually Mar/Sep; Moody AAA S&P AA+; Issued 09/14/18; Asset Class: FI & Pref</i>									
FED NATL MTG ASSN Coupon Rate 2.500%; Matures 02/05/2024; CUSIP 3135G0V34 <i>Interest Paid Semi-Annually Feb/Aug; Moody AAA S&P AA+; Issued 02/08/19; Asset Class: FI & Pref</i>	4/9/19	833,000.000	100.714 100.466	107.106	838,947.62 836,877.89	892,192.98	55,315.09 LT	20,825.00 8,445.70	2.33
FED NATL MTG ASSN Coupon Rate 2.625%; Matures 09/06/2024; CUSIP 3135G0ZR7 <i>Interest Paid Semi-Annually Mar/Sep; Moody AAA S&P AA+; Issued 09/08/14; Asset Class: FI & Pref</i>	10/15/19	535,000.000	104.707 103.552	108.762	560,180.31 554,003.05	581,876.70	27,873.65 LT	14,044.00 4,486.19	2.41
FED HOME LN MTG CORP Coupon Rate 1.500%; Matures 02/12/2025; CUSIP 3137EAEPO <i>Interest Paid Semi-Annually Feb/Aug; Moody AAA; Issued 02/14/20; Asset Class: FI & Pref</i>	4/8/20	681,000.000	103.892 103.307	104.903	707,511.33 703,522.42	714,389.43	10,867.01 ST	10,215.00 3,944.12	1.42
FED NATL MTG ASSN Coupon Rate 0.500%; Matures 06/17/2025; CUSIP 3135G04Z3 <i>Interest Paid Semi-Annually Jun/Dec; Moody AAA S&P AA+; Issued 06/19/20; Asset Class: FI & Pref</i>	9/4/20	801,000.000	100.443 100.414	100.531	804,556.44 804,316.63	805,253.31	936.68 ST	4,005.00 155.75	0.49
FED NATL MTG ASSN Coupon Rate 0.500%; Matures 11/07/2025; CUSIP 3135G06G3 <i>Interest Paid Semi-Annually; First Coupon 05/07/21; Moody AAA S&P AA+; Issued 11/12/20; Asset Class: FI & Pref</i>	12/2/20	717,000.000	99.868 99.868	100.418	716,053.56 716,053.56	719,997.06	3,943.50 ST	3,585.00 487.95	0.49
FEDERAL AGENCIES		4,443,000.000			\$4,526,951.23 \$4,504,982.26	\$4,627,621.30	\$105,806.17 LT \$16,832.87 ST	\$75,304.00 \$26,360.56	1.63%

Consulting and Evaluation Services Basic Securities Acct.

CITY OF SOUTH PASADENA
C/O GARY E PIA, LUCY DEMIRJIAN &

Account Detail

	Percentage of Holdings	Face Value	Orig Total Cost Adj Total Cost	Market Value	Unrealized Gain/(Loss)	Est Ann Income Accrued Interest	Current Yield %
GOVERNMENT SECURITIES		12,057,000.000	\$12,188,797.48 \$12,140,258.04	\$12,504,257.76	\$338,218.30 LT \$25,781.42 ST	\$215,488.00 \$59,818.05	1.72%
TOTAL GOVERNMENT SECURITIES (includes accrued interest)	70.07%			\$12,564,075.81			
	Percentage of Holdings		Total Cost	Market Value	Unrealized Gain/(Loss)	Est Ann Income Accrued Interest	Current Yield %
TOTAL VALUE			\$17,086,320.06	\$17,835,134.77	\$438,658.66 LT \$50,533.65 ST	\$350,895.24 \$95,526.15	1.96%
TOTAL VALUE (includes accrued interest)	100.00%			\$17,930,660.92			

Unrealized Gain/(Loss) totals only reflect positions that have both cost basis and market value information available. Cash, MMF, Deposits and positions stating 'Please Provide' or 'Pending Corporate Actions' are not included.

ALLOCATION OF ASSETS (^ includes accrued interest)

	Cash	Equities	Fixed Income & Preferred Securities	Alternatives	Structured Investments	Other
Cash, BDP, MMFs	\$259,622.40	—	—	—	—	—
Corporate Fixed Income ^	—	—	\$5,106,962.71	—	—	—
Government Securities ^	—	—	12,564,075.81	—	—	—
TOTAL ALLOCATION OF ASSETS ^	\$259,622.40	—	\$17,671,038.52	—	—	—

ACTIVITY

INVESTMENT RELATED ACTIVITY

PURCHASES, DIVIDEND REINVESTMENTS, SALES AND REDEMPTIONS

Activity Date	Settlement Date	Activity Type	Description	Comments	Quantity	Price	Credits/(Debits)
12/2	12/3	Sold	FED HOME LN BK 1.125% DUE2021-07-14 [3130A8QS5]	ACTED AS AGENT; STEP-OUT TRADE ACCRUED INTEREST 2,888.59	665,000.000	\$100.6190	\$672,004.94
12/2	12/3	Bought	FNMA 0500 25NV07 0.500% DUE2025-11-07 [3135G06G3]	ACTED AS AGENT; STEP-OUT TRADE ACCRUED INTEREST 209.12	717,000.000	99.8680	(716,262.68)
12/2	12/4	Sold	PEPSICO INC 3.000% DUE2021-08-25 [713448BW7]	ACTED AS AGENT; STEP-OUT TRADE ACCRUED INTEREST 676.50	82,000.000	101.9680	84,290.26

Consulting and Evaluation Services Basic Securities Acct.

CITY OF SOUTH PASADENA
C/O GARY E PIA, LUCY DEMIRJIAN &

Account Detail

PURCHASES, DIVIDEND REINVESTMENTS, SALES AND REDEMPTIONS (CONTINUED)

Activity Date	Settlement Date	Activity Type	Description	Comments	Quantity	Price	Credits/(Debits)
12/2	12/4	Sold	CHARLES SCHWAB CORP/THE 3.250% DUE2021-05-21 [808513AW5]	ACTED AS AGENT; STEP-OUT TRADE ACCRUED INTEREST 97.41	83,000.000	101.1380	84,041.95
12/3	12/7	Bought	PEPSICO INC 2.250% DUE2025-03-19 [713448EQ7]	ACTED AS AGENT; STEP-OUT TRADE ACCRUED INTEREST 809.25	166,000.000	107.0270	(178,474.07)
12/14	12/14	Redemption	VISA INC	2.200% DUE2020-12-14 [92826CAB8] REDEMPTION OF MATURED BOND	162,000.000	100.0000	162,000.00
12/14	12/16	Bought	LOCKHEED MARTIN CORP 3.100% DUE2023-01-15 [539830BG3]	ACTED AS AGENT; STEP-OUT TRADE ACCRUED INTEREST 1,105.24	85,000.000	105.2900	(90,601.74)
12/14	12/16	Bought	COCA-COLA CO/THE 2.950% DUE2025-03-25 [191216CN8]	ACTED AS AGENT; STEP-OUT TRADE ACCRUED INTEREST 537.64	81,000.000	109.8450	(89,512.09)
12/15	12/15	Redemption	LINDE INC/CT	3.000% DUE2021-09-01 [74005PAZ7] REDEMPTION OF CALLED BOND	82,000.000	101.9524	83,600.94
12/18	12/22	Bought	PACCAR FINANCIAL CORP 2.150% DUE2024-08-15 [69371RQ25]	ACTED AS AGENT; STEP-OUT TRADE ACCRUED INTEREST 637.12	84,000.000	105.8550	(89,555.32)
12/23	12/23	Redemption	3M CO	1.625% DUE2021-09-19 [88579YAU5] REDEMPTION OF CALLED BOND	82,000.000	101.0730	82,879.86

TOTAL PURCHASES, DIVIDEND REINVESTMENTS, SALES AND REDEMPTIONS

TOTAL PURCHASES	\$4,412.05
TOTAL SALES AND REDEMPTIONS	\$(1,164,405.90)
	\$1,168,817.95

For trades marked "STEP-OUT TRADE," you may have been assessed trading related costs (mark-ups, mark-downs and/or other fees or charges) by another broker dealer. These costs are in addition to your Morgan Stanley program fees and are included in the net price of the security. For additional information, visit <https://www.morganstanley.com/wealth/investmentsolutions/pdfs/adv/sotresponse.pdf>

Purchase and Sale transactions above may have received an average price execution. Details regarding the actual prices are available upon request.

TAXABLE INCOME AND DISTRIBUTIONS

Activity Date	Activity Type	Description	Comments	Credits/(Debits)
12/7	Interest Income	TRUIST FINANCIAL CORP	3.750% DUE2023-12-06 [05531FBF9]	\$2,268.75
12/14	Interest Income	VISA INC	2.200% DUE2020-12-14 [92826CAB8]	1,782.00
12/15	Interest Income-Adj	LINDE INC/CT ACCRUED BOND INTEREST	3.000% DUE2021-09-01 [74005PAZ7]	710.67
12/17	Interest Income	FNMA 0500 25JN17	0.500% DUE2025-06-17 [3135G04Z3]	1,980.25
12/28	Interest Income-Adj	3M CO REDEMPTION OF CALLED BOND PAYMENT	1.625% DUE2021-09-19 [88579YAU5]	347.93
12/31	Interest Income	UNITED STATES TREASURY NOTE	1.625% DUE2021-12-31 [912828YZ7]	4,200.63
12/31	Interest Income	UNITED STATES TREASURY NOTE	1.375% DUE2023-06-30 [912828S35]	2,983.75

TOTAL TAXABLE INCOME AND DISTRIBUTIONS

TOTAL INTEREST	\$14,273.98
	\$14,273.98

Consulting and Evaluation Services Basic Securities Acct.

CITY OF SOUTH PASADENA
C/O GARY E PIA, LUCY DEMIRJIAN &

Account Detail

CASH RELATED ACTIVITY

ELECTRONIC TRANSFERS

Check disbursements from branch offices are displayed as Electronic Transfers.

Activity Date	Activity Type	Description	Comments	Credits/(Debits)
12/22	Cash Transfer - Credit	MONEY MGR REFUND-WEC		\$2.68
TOTAL ELECTRONIC TRANSFERS				\$2.68
TOTAL ELECTRONIC TRANSFERS-CREDITS				\$2.68

OTHER CREDITS AND DEBITS

Activity Date	Activity Type	Description	Comments	Credits/(Debits)
12/7	Service Fee	ADV FEE 12/01-12/31		\$(1,213.53)
12/15	Service Fee Adj	REBATE ON MSIM FUNDS	11/01-11/30	1.25
TOTAL OTHER CREDITS AND DEBITS				\$(1,212.28)
TOTAL OTHER DEBITS				\$(1,212.28)

MONEY MARKET FUND (MMF) AND BANK DEPOSIT PROGRAM ACTIVITY

Activity Date	Activity Type	Description	Credits/(Debits)
12/1	Automatic Investment	MS U.S. GOVT MONEY MARKET TR	\$10,493.75
12/7	Automatic Redemption	MS U.S. GOVT MONEY MARKET TR	(54,399.60)
12/8	Automatic Investment	MS U.S. GOVT MONEY MARKET TR	1,055.22
12/16	Automatic Investment	MS U.S. GOVT MONEY MARKET TR	84,312.86
12/16	Automatic Redemption	MS U.S. GOVT MONEY MARKET TR	(16,331.83)
12/18	Automatic Investment	MS U.S. GOVT MONEY MARKET TR	1,980.25
12/22	Automatic Redemption	MS U.S. GOVT MONEY MARKET TR	(89,555.32)
12/23	Automatic Investment	MS U.S. GOVT MONEY MARKET TR	2.68
12/24	Automatic Investment	MS U.S. GOVT MONEY MARKET TR	82,879.86
12/29	Automatic Investment	MS U.S. GOVT MONEY MARKET TR	347.93
NET ACTIVITY FOR PERIOD			\$20,785.80

REALIZED GAIN/(LOSS) DETAIL

LONG-TERM GAIN/(LOSS)

Security Description	Date Acquired	Date Sold	Quantity	Sales Proceeds	Orig / Adj Total Cost	Realized Gain/(Loss)	Comments
3M CO 1625 *21SP19	09/20/16	12/23/20	65,000.000	\$65,697.45	\$65,012.23	\$685.22	
	09/13/17	12/23/20	17,000.000	17,182.41	16,865.19	317.22	
CHARLES SCHWAB CO 3250 *21MY21	08/19/19	12/02/20	83,000.000	83,944.54	83,516.64	427.90	
FHLB 1125 21JL14	08/11/16	12/02/20	665,000.000	669,116.35	660,378.25	8,738.10	
LINDE INC/CT 3000 21SP01	08/21/19	12/15/20	82,000.000	83,600.94	82,653.80	947.14	
PEPSICO INC 3000 21AU25	08/19/19	12/02/20	82,000.000	83,613.76	82,715.15	898.61	
VISA INC 2200 20DE14	05/08/17	12/14/20	162,000.000	162,000.00	162,000.00	0.00	

Consulting and Evaluation Services Basic Securities Acct.

CITY OF SOUTH PASADENA
C/O GARY E PIA, LUCY DEMIRJIAN &

Account Detail

LONG-TERM GAIN/(LOSS) (CONTINUED)

Security Description	Date Acquired	Date Sold	Quantity	Sales Proceeds	Orig / Adj Total Cost	Realized Gain/(Loss)	Comments
Long-Term This Period				\$1,165,155.45	\$1,153,141.26	\$12,014.19	
Long-Term Year to Date				\$5,635,223.82	\$5,578,155.54	\$57,068.28	
Net Realized Gain/(Loss) This Period				\$1,165,155.45	\$1,153,141.26	\$12,014.19	
Net Realized Gain/(Loss) Year to Date				\$5,991,143.51	\$5,931,229.61	\$59,913.90	

Treasury regulations require that we report on Form 1099-B a) adjusted cost basis on the sale of covered securities acquired on or after 1/1/11 (or the applicable date for the type of security), b) the gain or loss as either long-term or short-term, and c) basis adjustments on covered securities due to wash sales, certain corporate actions and transfers by gift or inheritance. This section may not reflect all the basis adjustments required when filing your tax return. Refer to the Expanded Disclosures.

COPIES OF THIS STATEMENT HAVE ALSO BEEN SENT TO:

GARY PIA

MESSAGES

Protecting Yourself from Fraudulent Scams—An Important Message For Our Clients

The COVID 19 crisis is creating opportunities for fraudsters to exploit individuals, especially senior citizens. The safety of our clients is of utmost importance to Morgan Stanley. We are taking this opportunity to alert our clients of the following scams that have been identified by a number of organizations. **Please be reminded that you should never provide your account numbers, passwords, or personal information, including your social security number, to anyone you do not know.** Be aware that as a result of COVID 19, these scams have been identified: **Treatment scams; Supply scams; Provider scams; Charity scams; Phishing scams; App scams; Investment scams; Tech Support scams; Home Sanitation scams; and Government Assistance scams**

If you have any questions regarding these scams, please immediately contact us.

Senior Investor Helpline

For any inquiries or potential concerns, senior investors or someone acting on their behalf may contact our Firm by calling (800) 280-4534.

Important Information About Advisory Accounts

Please contact us if there have been any changes in your financial situation or investment objectives, or if you wish to impose any reasonable restrictions on the management of your Investment Advisory accounts, or to reasonably modify existing restrictions.

For a copy of the applicable ADV Brochure for Morgan Stanley Smith Barney LLC, or for any investment adviser with whom we contract to manage your investment advisory account, please visit www.morganstanley.com/ADV. These ADV Brochures contain important information about our advisory programs.

Online Availability of Client Relationship Summary and Other Disclosures

The Morgan Stanley Client Relationship Summary as well as other applicable regulatory disclosures are available at www.morganstanley.com/disclosures/account-disclosures. Please visit this website and review these documents carefully, as they provide important information.

FINRA BrokerCheck

FINRA has established the public disclosure program, known as BrokerCheck, to provide certain information regarding the disciplinary history of FINRA members and their associated persons. The BrokerCheck Hotline Number is 1-800-289-9999. The FINRA web site address is www.finra.org. An investor brochure that includes information describing FINRA BrokerCheck may be obtained from FINRA.

Consulting and Evaluation Services Basic Securities Acct. [REDACTED]

CITY OF SOUTH PASADENA
C/O GARY E PIA, LUCY DEMIRJIAN &

2020 Recap of Cash Management Activity

We are pleased to enclose your Recap of Cash Management Activity. This section includes a summary of selected account activity for the preceding 12 months; including your electronic transfers, checking and card activity for the year (including ATM transactions, automated payments and Billpay), and security transfers. As part of the Recap, Debit Card activity is organized by spending category; and checks are organized by expense code.

Information related to Income, Distributions, Purchases, Sales, and Redemptions will be provided to accounts subject to IRS reporting on Forms 1099 in the Consolidated Tax Package.

For your convenience, this Recap is also available as a separately retrievable document on Morgan Stanley Online under Statements within the Account Documents tab.

If yours is a reportable account, we recommend that you wait for your IRS Form(s) 1099 before completing your tax returns. This Recap is not a substitute for the official account statements that you have received from us throughout the year; and is for informational purposes only to provide you with a recap of your cash management activity. If there are any discrepancies between your account statement(s) and the information in this Recap, you should rely on the account statement(s) you have previously received.

CASH RELATED ACTIVITY

ELECTRONIC TRANSFERS (CREDITS)

Activity Date	Activity Type	Description	Comments	Inflows/(Outflows)
3/11	Cash Transfer - Credit	MONEY MGR REFUND-WEC		\$2.57
6/18	Cash Transfer - Credit	MONEY MGR REFUND-WEC		2.66
9/15	Cash Transfer - Credit	MONEY MGR REFUND-WEC		2.67
12/22	Cash Transfer - Credit	MONEY MGR REFUND-WEC		2.68

TOTAL ELECTRONIC TRANSFERS (CREDITS)

\$10.58

OTHER DEBITS

Activity Date	Activity Type	Description	Comments	Inflows/(Outflows)
1/8	Service Fee	ADV FEE 01/01-01/31		\$(1,169.30)
1/30	Service Fee	MGR FEE 01/01-03/31 *		(7,289.79)
2/7	Service Fee	ADV FEE 02/01-02/29		(1,101.78)
3/6	Service Fee	ADV FEE 03/01-03/31		(1,188.20)
4/7	Service Fee	ADV FEE 04/01-04/30		(1,159.90)
4/29	Service Fee	MGR FEE 04/01-06/30 *		(7,481.13)
5/7	Service Fee	ADV FEE 05/01-05/31		(1,204.83)
6/5	Service Fee	ADV FEE 06/01-06/30		(1,170.72)
7/8	Service Fee	ADV FEE 07/01-07/31		(1,211.92)
7/30	Service Fee	MGR FEE 07/01-09/30 *		(7,558.67)
8/7	Service Fee	ADV FEE 08/01-08/31		(1,213.64)
9/8	Service Fee	ADV FEE 09/01-09/30		(1,174.39)
10/7	Service Fee	ADV FEE 10/01-10/31		(1,213.43)
10/15	Service Fee Adj	REBATE ON MSIM FUNDS	09/01-09/30	10.17
10/30	Service Fee	MGR FEE 10/01-12/31 *		(7,575.17)
11/6	Service Fee	ADV FEE 11/01-11/30		(1,171.68)
11/16	Service Fee Adj	REBATE ON MSIM FUNDS	10/01-10/31	5.72

Consulting and Evaluation Services Basic Securities Acct. [REDACTED]

CITY OF SOUTH PASADENA
C/O GARY E PIA, LUCY DEMIRJIAN &

2020 Recap of Cash Management Activity

OTHER DEBITS (CONTINUED)

Activity Date	Activity Type	Description	Comments	Inflows/(Outflows)
12/7	Service Fee	ADV FEE 12/01-12/31		(1,213.53)
12/15	Service Fee Adj	REBATE ON MSIM FUNDS	11/01-11/30	1.25

TOTAL OTHER DEBITS

\$(44,080.94)

TOTAL CASH RELATED ACTIVITY

\$(44,070.36)

CORPORATE ACTIONS

Activity Date	Activity Type	Description	Comments	Quantity
9/17	Exchange Delivered Out	JPMORGAN CHASE & CO	4.625% DUE2021-05-10 [46625HHZ6] TENDER	(171,000.000)
9/17	Exchange Received In	JPMORGAN CHASE & CO	4.625% DUE2021-05-10 [46699AZA7] TENDER	171,000.000

Exhibit B-2

**Funds and Investments
Held by Contracted (Third) Parties
December 31, 2020**

2016 Water Revenue Bonds

Investment Type	Issuer	Settlement Date	Par Value	Coupon Rate	Market Value	Current YTM	Maturity Date	Days to Maturity	CUSIP Account Number
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BNY Mellon Project Fund

1	Cash		7.36	0.010%	7.36	0.010%		1	
2	Morgan Stanley Treasury Portfolio		158,290.61	0.250%	158,291.81	0.250%		1	
Subtotal Cash & Cash Equivalents			158,297.97	0.250%	158,299.17	0.250%		1	
Total Project Fund			158,297.97	0.250%	158,299.17	0.250%		1	

Exhibit C

**City of South Pasadena
Investment Report**

Summary of Invested Funds -- Last Day of the Month

MONTH	FY 2011-12	FY 2012-13	FY 2013-14	FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19	FY 2019-20	FY 2020-21
JULY	11,604,558	14,003,563	17,332,153	20,958,651	26,306,572	28,541,631	74,033,803	33,187,829	34,119,395	39,309,559
AUGUST	11,595,476	13,043,563	17,330,985	12,658,088	26,294,151	28,405,544	73,122,925	31,258,493	34,245,197	35,205,219
SEPTEMBER	11,582,026	11,783,420	16,331,557	19,715,369	22,058,959	27,049,892	70,952,657	31,219,168	34,211,588	35,108,138
OCTOBER	10,575,907	11,795,960	13,841,158	17,221,779	22,325,114	27,023,005	70,917,973	26,989,542	30,424,551	32,530,753
NOVEMBER	8,992,178	11,800,260	13,836,635	17,221,849	22,287,418	73,246,265	26,547,176	26,916,772	30,394,571	36,836,391
DECEMBER	10,185,282	11,805,140	16,837,192	20,603,990	22,253,300	71,499,585	28,949,643	27,028,835	30,398,333	36,824,546
JANUARY	9,186,793	11,816,031	18,846,359	26,309,319	27,399,997	71,229,735	32,878,042	35,305,506	30,183,446	
FEBRUARY	9,184,331	13,818,580	18,845,663	26,260,788	30,108,605	71,084,575	33,013,420	34,571,287	35,784,459	
MARCH	9,126,552	13,319,038	13,145,894	26,315,158	28,939,924	72,604,964	32,833,141	32,568,840	35,894,036	
APRIL	11,130,863	17,327,604	13,153,853	26,326,876	28,276,276	75,018,330	33,064,100	32,242,202	36,081,161	
MAY	11,128,155	19,327,983	23,452,878	26,310,240	28,429,928	76,053,277	32,879,674	36,925,478	34,133,626	
JUNE	10,275,475	19,323,510	22,452,628	29,289,712	26,594,581	75,918,587	33,102,349	38,922,757	34,218,755	



City Council Agenda Report

ITEM NO. 11

DATE: February 17, 2021

FROM: Sean Joyce, Interim City Manager

PREPARED BY: Maria E. Ayala, Chief City Clerk
Tamara Binns, Executive Assistant

SUBJECT: **Resolution of the City Council of the City of South Pasadena
Condemning the City's History as a Sundown Town and Past
Practices of Institutionalized Racism**

Recommendation

It is recommended that the City Council adopt a resolution entitled "Resolution of the City Council of the City of South Pasadena Condemning the City's History as a Sundown Town and Past Practices of Institutionalized Racism."

Background

On February 3, 2021 Councilmember Evelyn Zneimer requested, seconded by Mayor Mahmud, staff prepare a resolution condemning the City of South Pasadena's history as a "sundown town" and instances of practiced racism for City Council's consideration at its February 17, 2021 meeting.

Discussion/Analysis

Sundown towns are all-white communities, neighborhoods, or counties that exclude Blacks and other minorities through the use of discriminatory laws, harassment, and threats or use of violence. The name derives from the posted and verbal warnings issued to Blacks that although they might be allowed to work or travel in a community during the daytime, they must leave by sundown. Although the term most often refers to the forced exclusion of Blacks, the history of sundown towns also includes prohibitions against Jews, Native Americans, Chinese, Japanese, and other minority groups. No official ordinance or law of the City of South Pasadena has been found imposing sundown restrictions, but oral and written history, public accounts, and newspaper articles explicitly demonstrate South Pasadena history as a "sundown town" for a significant portion of the 20th century.

In addition to the history as a sundown town, Library Historian Olivia Radbill and then-Mayor Robert Joe researched the matter and discovered the following institutionalized forms of systemic racism in South Pasadena:

- On October 23, 1911 City Council members (Jacobs, Vatcher, Wilson, and Adams) voted to block the designation of an orphanage for Black children.

Resolution of the City Council of the City of South Pasadena Condemning the City's History as a Sundown Town and Past Practices of Institutionalized Racism

February 17, 2021

Page 2 of 2

- In 1941 a race restriction campaign was established by a non-profit committee (named "South Pasadenans Inc.") and aided by the City. The purpose of the committee was to restrict non-white citizens from purchasing homes. (South Pasadena Review, Dec. 26, 1941).
- 165 Japanese residents were forced to evacuate South Pasadena due to Executive Order 9066 (South Pasadena Review, March 6, 1942). There is some speculation as to what happened to homes that were evacuated by Japanese residents. In 1942, Mayor A.O. Porter simply commented that the City does not have control of these properties. Many were either sold by the families before leaving or sat vacant until the families returned.
- In 1955 Susan McClain, a Black 9-year-old, was denied entry to the Orange Grove Plunge (El Sereno Star, Oct. 27, 1955). According to a lawsuit filed against the City, the girl was not permitted entry due to a Recreation Department rule "barring Negroes".

The City of South Pasadena will continue to promote inclusion and equity, and will stand up to bigotry, hatred, intolerance, racism, and violence as reaffirmed in Resolution 7673 dated August 5, 2020. The City unequivocally rejects racism in all its forms and is committed to working toward building a community where people of all races and cultural backgrounds are welcome to live and prosper.

Legal Review

The City Attorney has reviewed this item.

Fiscal Impact

No fiscal impact associated with this item.

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. Resolution of the City of Council of the City of South Pasadena Condemning the City's History as a Sundown Town and Past Practices of Institutionalized Racism.
2. Resolution 7673 A Resolution Affirming the City of South Pasadena's Commitment to Diversity and to Safeguarding Civil Rights, Safety and Dignity of all of our Citizens.

ATTACHMENT 1

**Resolution of the City of Council of the City of
South Pasadena Condemning the City's History
as a Sundown Town and Past Practices of
Institutionalized Racism**

RESOLUTION NO. XXXX

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF SOUTH PASADENA, CALIFORNIA,
CONDEMNING THE CITY'S HISTORY AS A SUNDOWN TOWN AND PAST
PRACTICES OF INSTITUTIONALIZED RACISM**

WHEREAS, racial disparities have existed since the birth of this nation, to the detriment of Black communities and people of color, and persist across wealth, health, education, the criminal justice system, and beyond; and

WHEREAS, although no official ordinance or law of the City of South Pasadena has been found imposing sundown restrictions, oral and written history, public accounts, and newspaper articles explicitly demonstrate the history as a “sundown town” for a significant portion of the 20th century;

WHEREAS, such sundown towns throughout the state of California, along with towns and cities in many other states, excluded—often by social and cultural means, including police profiling—members of non-white racial and ethnic groups, particularly African Americans, from living in said jurisdictions or even being inside the city limits after sundown;

WHEREAS, the term most often refers to the forced exclusion of Blacks, the history of sundown towns also includes prohibitions against Jews, Native Americans, Chinese, Japanese, and other minority groups;

WHEREAS, on October 23, 1911 City Council members (Jacobs, Vatcher, Wilson, and Adams) voted to block the designation of an orphanage for Black children.;

WHEREAS, in 1941 a race restriction campaign was established by a non-profit committee (named "South Pasadenans Inc.") and aided by the City. The purpose of the committee was to restrict non-white citizens from purchasing homes;

WHEREAS, 165 Japanese residents were forced to evacuate South Pasadena due to Executive Order 9066;

WHEREAS, in 1955 Susan McClain, a Black 9-year-old, was denied entry to the Orange Grove Plunge (El Sereno Star, Oct. 27, 1955). According to a lawsuit filed against the City, the girl was not permitted entry due to a Recreation Department rule "barring Negroes";

WHEREAS, the City of South Pasadena understands the importance of examining what role it has played in institutional racism, both historically and currently, and is ready to embark on a journey towards racial literacy; and

WHEREAS, the South Pasadena City Council envisions a city that fosters diversity, equity, and inclusion throughout every community.

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

SECTION 1. The City of South Pasadena acknowledges, apologizes for, and condemns all racially-motivated, discriminatory, or exclusionary aspects of the City’s history, and deeply regrets the pain, hurt, and suffering such policies have caused;

SECTION 2. The City of South Pasadena will continue to promote inclusion and equity, and will stand up to bigotry, hatred, intolerance, racism, and violence as reaffirmed in Resolution 7673 dated August 5, 2020;

SECTION 3. The City Clerk of the City of South Pasadena shall 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 17th day of February 2021.

Diana Mahmud, Mayor

ATTEST:

APPROVED AS TO FORM:

Maria E. Ayala, Chief City Clerk
(seal)

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 17th day of February 2021, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

Maria E. Ayala, Chief City Clerk
(seal)

ATTACHMENT 2

Resolution 7673 Affirming the City of South Pasadena's Commitment to Diversity and to Safeguarding Civil Rights, Safety and Dignity of all of our Citizens

RESOLUTION NO. 7673

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF SOUTH PASADENA, CALIFORNIA,
AFFIRMING THE CITY OF SOUTH PASADENA'S
COMMITMENT TO DIVERSITY AND TO SAFEGUARDING
THE CIVIL RIGHTS, SAFETY AND DIGNITY OF
ALL OF OUR RESIDENTS**

WHEREAS, on December 21, 2016, the City adopted Resolution 7491, asserting the City of South Pasadena belief that diversity of backgrounds, perspectives, and experiences of the American people – native and immigrant – makes our nation, communities, bonds between neighbors, and economies richer and stronger; and

WHEREAS, the City of South Pasadena supports citizens' rights under the First Amendment to peacefully protest and to express their viewpoint, without fear of reprisal; and

WHEREAS, the City of South Pasadena will not tolerate hate crimes of any kind, including, but not limited to, actions taken to repress or intimidate the expression of the viewpoints of others; and

WHEREAS, the City of South Pasadena does not tolerate hate crimes, harassment, or assault, and believes each person is naturally and legally entitled to live a life without harassment, discrimination, persecution, or assault, whether perpetrated by individuals, groups, businesses, or governments; and

WHEREAS, the City of South Pasadena will oppose any attempts to undermine the safety, security, and rights of members of our community and will work proactively to ensure the rights and privileges of everyone in the City, regardless of race, ethnicity, religion, country of birth, immigration status, disability, gender, sexual orientation, or gender identity; and

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

SECTION 1. The City of South Pasadena reaffirms the public policy of the City to be inclusive and to respect the inherent worth of every person, without regard to a person's race, color, religion, national origin, sex, gender identity, immigration status, disability, housing status, economic status, political affiliation, or cultural practices. Acts of discrimination and crimes motivated by hatred toward a person's affiliation with any protected classification, their viewpoint or its expression have no place in our community and will not be tolerated by the City.

SECTION 2. The City Clerk of the City of South Pasadena shall 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 5th day of August, 2020.

DocuSigned by:
Robert S. Joe
975EDBC2431E4C9

Robert Joe, Mayor

ATTEST:

APPROVED AS TO FORM:

DocuSigned by:
Evelyn G. Zneimer, Esq.
340B68F46F964F8...

Evelyn G. Zneimer, City Clerk
(seal)

DocuSigned by:
Teresa L. Highsmith
3657EFA936854DF...

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 5th day of August, 2020, by the following vote:

AYES: Cacciotti, Khubesrian, Schneider, Mahmud, and Mayor Joe

NOES: None

ABSENT: None

ABSTAINED: None

DocuSigned by:
Evelyn G. Zneimer, Esq.
340B68F46F964F8...

Evelyn G. Zneimer, City Clerk
(seal)



City Council Agenda Report

ITEM NO. 12

DATE: February 17, 2021

FROM: Sean Joyce, Interim City Manager

PREPARED BY: Shahid Abbas, Public Works Director
Tatevik Barakazyan, Civil Engineering Assistant

SUBJECT: **Award of Contract to Adhami Engineering Group for the Engineering Design, Construction Documents, and Specifications for Rectangular Rapid Flashing Beacons in an Amount Not-to-Exceed \$49,324**

Recommended Action

It is recommended that the City Council:

1. Accept a proposal dated October 8, 2020, from Adhami Engineering Group for the Engineering Design, Construction Documents, and Specifications for Rectangular Rapid Flashing Beacons; and
2. Authorize the Interim City Manager to execute the agreement and any amendments with Adhami Engineering Group for a not-to-exceed amount of \$49,324 (\$44,840 for the proposed amount and \$4,484 for 10% contingency); and
3. Reject other proposal received.

Discussion/Analysis

Request for Proposals (RFP) was issued on September 17, 2020. Proposals were received from the following two firms:

- Adhami Engineering Group, City of Pasadena
- Minagar & Associates, Inc., City of Laguna Hills

Government Code Section 4526 states that professional services contracts are to be bid based on qualifications rather than on price:

Notwithstanding any other provision of law, selection by a state or local agency head for professional services of private architectural, landscape architectural, engineering, environmental, land surveying, or construction project management firms shall be on the basis of demonstrated competence and on the professional qualifications necessary for the satisfactory performance of the services required.

Subsequently, staff reviewed the proposals and, in compliance with the Government Code Section 4526, selected Adhami Engineering Group (AEG) as the most qualified consultant for the professional services.

AEG is a California Corporation based in the city of Pasadena, and is comprised of former public sector employees and managers with decades of experience in civil engineering project design and construction. AEG has also managed the design and construction of numerous pedestrian traffic control devices, including Rectangular Rapid Flashing Beacons (RRFB) funded by various sources, and has provided similar services to the cities of Beverly Hills, Los Angeles, Anaheim, and Lake Elsinore.

Background

South Pasadena received Caltrans Highway Safety Improvement Program (HSIP) grant funding in the amount of \$234,962 to install RRFB at the following three intersections:

- Fremont Avenue and Lyndon Street
- Mission Street and Diamond Avenue
- Mission Street and Fairway Avenue

RRFB is one of the latest pedestrian traffic control device approved by the Federal Highway Administration. RRFB is a pedestrian actuated device with yellow rectangular LED flashing lights to help bring attention to motorists of the presence of pedestrians at an uncontrolled marked crosswalk. RRFB enhances the safety by increasing the visibility of the pedestrian and improves the driver's yielding rates, resulting in a safer crossing for pedestrians. The scope includes the documentation of existing conditions at each location, preparation of design plans and specifications of the RRFB, upgrade of existing ramps to conform to the ADA requirements, signage and striping plans. This construction of the project is funded through a federal HSIP grant. Therefore, the preparation of the engineering plans, construction documents, and specifications must adhere to the guidelines of the Caltrans Local Assistance Procedures Manual (LAPM).

Legal Review

The City Attorney has reviewed this item.

Fiscal Impact

Authorization was received from Metro to use Prop C funds for the consultant contract. Funding in the amount of \$49,324 would be encumbered in account number 207-9000-9351-9351 for project design. Prop C funds will only be used for the engineering, construction documents, and specifications. Construction and construction management services for the project will be funded through the HSIP grant in the amount of \$234,962.

Award of Engineering Design, Construction Documents and Specifications for Rectangular
Rapid Flashing Beacons
February 17, 2021
Page 3 of 3

Environmental Analysis

This Project is exempt from the California Environmental Quality Act (CEQA) analysis based on State CEQA Guidelines Section requirements under Section 21084 of the Public Resources Code, in accordance with Article 19, Section 15301, Class (1) “existing facilities.”

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: Professional Services Agreement for Adhami Engineering Group

ATTACHMENT
Agreement

**PROFESSIONAL SERVICES AGREEMENT
FOR DESIGN PROFESSIONALS**

(City of South Pasadena / Adhami Engineering Group)

1. IDENTIFICATION

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

2. RECITALS

- 2.1. City has determined that it requires the following professional services from a consultant: engineering design, construction documents and specifications for rectangular rapid flashing beacons (RRFB).
- 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. “Design Professional”: A Design Professional is any individual satisfying one or more of the following: (1) licensed as an architect pursuant to Business and Professions Code 5500 *et seq.*, (2) licensed as a landscape architect pursuant to Business and Professions Code 5615 *et seq.*, (3) licensed as a professional land surveyor pursuant to Business and Professions Code 8700 *et seq.*, or (4) registered as a professional engineer pursuant to Business and Professions Code 6700 *et seq.*
- 3.2. “Scope of Services”: Such professional services as are set forth in the Scope of Services attached hereto as Exhibit A and incorporated herein by this reference.

- 3.3. “Agreement Administrator”: The Agreement Administrator for this project is Garrett Crawford, Acting Deputy Director of Public Works. 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
- 3.4. “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.
- 3.5. “Maximum Amount”: The highest total compensation and costs payable to Consultant by City under this Agreement. The Maximum Amount under this Agreement is Forty Nine Thousand Three Hundred Twenty-Four Dollars (\$49,324), which includes \$44,840 for the Scope of Services and \$4,484 for a 10% contingency.
- 3.6. “Commencement Date”: February 17, 2021.
- 3.7. “Termination Date”: December 31, 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 shall notify the Agreement Administrator, in writing, when fees and expenses incurred under this Agreement have reached eighty percent (80%) 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 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 highest 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. Manoochehr Adhami, Principal-in-Charge and Vice President 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.

- 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.

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 Maximum 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 or 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 including the design and preconstruction phases of a covered public works project. Consultant shall defend, indemnify, and hold the City, its elected officials, officers, employees, and agents free and harmless from any claim or liability

Professional Services Agreement – Design Professionals

Page 5 of 19

Approved for Use 01/10/18

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, and all electronic files, including computer-aided design files, developed by Consultant in the performance of this Agreement (such written material and electronic files are collectively known as “written products”) shall be and remain the property of City without restriction or limitation upon its use or dissemination by City except as provided by law. 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.

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 officials, officers, agents, employees and volunteers.
- 11.2 **Consultant to Indemnify City.** Where the services to be provided by Consultant under this Agreement are design professional services, as that term is defined under Civil Code Section 2782.8, Consultant agrees to indemnify, defend and hold harmless, the City, its officers, officials, employees and volunteers from any and all claims, demands, costs or liability that actually or allegedly arise out of, or pertain to, or relate to the negligence, recklessness or willful misconduct of Consultant and its agents in the performance of services under this contract, but this indemnity does not apply to liability for damages for bodily injury, property damage or other loss, arising from the sole negligence, active negligence or willful misconduct by the City, its officers, official employees, and volunteers. If it is finally adjudicated that liability is caused by the comparative active negligence or willful misconduct of the City, then Consultant’s indemnification and defense obligations shall be reduced in proportion to the established comparative liability of the City and shall not exceed the Consultant’s proportionate percentage of fault.

As respects all acts or omissions which do not arise directly out of the performance of design professional services, including but not limited to those acts or omissions normally covered by general and automobile liability insurance, and to the full extent permitted by law, Consultant agrees to indemnify, defend and hold harmless the City, its officers, officials, agents, employees, and volunteers from and against any claims, demands, losses, liability of any kind or nature (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorney’s fees and costs, court costs, interest, defense costs, and expert witness fees) where the same arise out of, are in connection with, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or entity for which Consultant is legally liable, including but not limited to officers, agents, employees or sub-contractors of Consultant, excepting those which arise out of the active negligence, sole negligence or willful misconduct of the City, its officers, officials, employees and volunteers.

- 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. If it is finally adjudicated that liability is caused by the comparative negligence or willful misconduct of an indemnified party,

then Consultant's indemnification obligation shall be reduced in proportion to the established comparative liability.

- 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 **Defense Deposit.** The City may request a deposit for defense costs from Consultant with respect to a claim. If the City requests a defense deposit, Consultant shall provide it within 15 days of the request.
- 11.6 **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.
- 11.7 **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.
- 11.8 **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.
- 11.9 **Civil Code.** The parties are aware of the provisions of Civil Code 2782.8 relating to the indemnification and the duty and the cost to defend a public agency by a Design Professional and agree that this Section 11 complies therewith.

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: Engineering Design, Construction Documents and Specifications for RRFB
- 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: \$2,000,000 per occurrence, \$4,000,000 aggregate
- General Liability:
 - General Aggregate: \$4,000,000
 - Products Comp/Op Aggregate \$4,000,000
 - Personal & Advertising Injury \$2,000,000
 - Each Occurrence \$2,000,000
 - Fire Damage (any one fire) \$ 100,000
 - Medical Expense (any 1 person) \$ 10,000
- 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 City as 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, 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: Public Works Department, 1414 Mission Street, South Pasadena, CA 91030.
- 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

If to Consultant

Garrett Crawford
City of South Pasadena
Public Works Department
1414 Mission Street
South Pasadena, CA 91030
Telephone: (626) 403-7240
Facsimile: (626) 403-7241

Adhami Engineering Group
700 Rim Rd
Pasadena, CA 91107
Telephone: (626) 255-4592

With courtesy copy to:

Teresa L. Highsmith, Esq.
South Pasadena City Attorney
Colantuono, Highsmith & Whatley, PC
790 E. Colorado Blvd., Ste. 850
Pasadena, CA 91101
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 five 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”
Adhami Engineering Group

By: _____
Signature

By: _____
Signature

Printed: _____

Printed: _____

Title: _____

Title: _____

Date: _____

Date: _____

Attest:

By: _____
Maria E. Ayala, City Clerk

Date: _____

Approved as to form:

By: _____
Teresa L. Highsmith, City Attorney

Date: _____

Exhibit A

Scope of Services

The Consultant shall perform required tasks to complete the engineering design, construction documents and specifications for installing RRFB including but not limited to:

- Site plans documenting existing conditions at each locations;
- RRFB design and specifications;
- Sidewalk and ramp improvements;
- Signage and striping plans; and
- Other improvements required to complete the proposed improvements.

The Consultant shall complete the design of the RRFB at the following three locations:

- Fremont Avenue and Lyndon Street
- Mission Street and Diamond Avenue
- Mission Street and Fairview Avenue

The consultant shall also be responsible for completing all required forms, perform tasks and maintain record as required under the Caltrans LAPM for federally-funded construction projects. The consultant shall calculate and establish the DBE percentage for this project. Consultants shall complete the “Final Report – Utilization of Disadvantaged Business Enterprise (DBE), First Tier Subcontractors” for Exhibit 17-F of the Caltrans LAPM.

Exhibit B

Approved Fee Schedule

Task	Employee	Hours	Hourly Rate (\$)	Total (\$)
Task 1				
Kickoff and Follow-up Meetings	Principal	8	210	1,680
	Project Manager	8	180	1,440
Task 2				
Data Collection	Engineer	30	130	3,900
Task 3				
Field Observations	Engineer Associate	40	90	3,600
	Project Manager	6	180	1,080
Task 4				
Surveying	Crew of 3	16	400	6,400
Task 5				
Preliminary/Conceptual	Engineer	30	130	3,900
Review	Quality Control Manager	12	150	1,800
Review	Project Manager	9	180	1,080
Review	Principal	6	210	630
Task 6				
Corrections and Final Design	Engineer	30	130	3,900
Review	Quality Control Manager	12	150	1,800
Review	Project Manager	9	180	1,620
Review	Principal	6	210	1,260
Task 7				
Cost Estimate	Engineer	12	130	1,560
Review	Project Manager	2	180	360
Task 8				
Specification/Construction Docs.	Engineer	12	130	1,560
Review	Project Manager	15	180	2,700
Review	Principal	6	210	1,260
Miscellaneous Costs	Insurance			810
	Supplies/Printing			2,500
Grand Total				44,840

10% contingency:

\$ 4,484



City Council Agenda Report

ITEM NO. 13

DATE: February 17, 2021

FROM: Sean Joyce, Interim City Manager

PREPARED BY: Paul Riddle, Fire Chief

SUBJECT: **Authorize the City Manager to Accept a Grant Award from the Los Angeles County Department of Health Services in an Amount not to Exceed \$94,853 for the Purchase of One Cardiac Monitor/Defibrillator, One Automatic Chest Compression Device, and Two Ambulance Gurneys**

Recommendation

It is recommended that the City Council:

1. Authorize the City Manager to accept a grant award from the Los Angeles County (County) Department of Health Services (DHS) Emergency Medical Services Agency (EMS Agency) in an amount not to exceed \$94,853; and
2. Authorize the purchase of one cardiac monitor/defibrillator and one automatic chest compression device from Zoll Medical Corporation in the amount of \$56,689.67; and
3. Authorize the purchase of two ambulance gurneys from Ferno in the amount of \$37,638.42; and
4. Waive bidding requirements and authorize a single source purchase pursuant to South Pasadena Municipal Code (SPMC) Section 2.99-29(11)(j).

Commission Review and Recommendation

This matter was not reviewed by a commission.

Background

On November 6, 2002, voters in the County approved Measure B authorizing the County to levy a special tax on building improvements to provide funding for the countywide system of trauma centers, emergency medical services, trauma prevention, and bioterrorism response throughout the County. Each fiscal year, agencies who participate in the County's 9-1-1 system are eligible to submit a funding proposal to purchase or lease necessary medical supplies, equipment, or materials.

Proposals for Measure B funding are submitted to the Measure B Advisory Board (MBAB) each year from April 1 through July 15. For fiscal year 2019/20, the MBAB received 28 funding proposals for consideration. The amount of Measure B unallocated funding available to fund these projects totaled approximately \$13.0 million. The 28 funding proposals were considered by

the MBAB members and then ranked based on their level of priority.

On May 18, 2020, due to the unprecedented times and impacts during Covid-19, the MBAB temporarily suspended all Measure B project proposals. On September 8, 2020, the MBAB re-instituted the process and began executing Memorandum of Agreements (MOA) with Providers who had received approved project proposals.

Discussion/Analysis

South Pasadena Fire Department (SPFD) submitted a project proposal and requested funding in the amount of \$94,853 for the purchase of upgraded advanced life support (ALS) medical equipment. The MBAB ranked SPFD's proposal as a "high priority" and on February 11, 2020, approved the request. The approved proposal includes the purchase of one cardiac monitor/defibrillator (Monitor), one automated chest compression device (AutoPulse), and two gurneys. The requested equipment will enable SPFD apparatus to be fully equipped with ALS level response capabilities at all times.

Both the Monitor and the AutoPulse will be a single source purchase from Zoll Medical Corporation (Zoll) pursuant to SPMC Section 2.99-29(11)(j). The equipment provided by Zoll is equipped with proprietary software called "See through CPR" and "Real CPR". This technology allows paramedics to view the underlying heart rhythm of patients in full-cardiac arrest even while cardiopulmonary resuscitation (CPR) is being performed. The new equipment will also improve the level of care and patient survivability by eliminating the need for paramedics to temporarily stop CPR while the patient is being moved during transport. These unique features separate Zoll from other manufacturers and make these devices the best choice for pre-hospital treatment of cardiac patients in South Pasadena. SPFD currently utilizes this technology from Zoll on both the frontline and reserve apparatus.

The two new gurneys will also be a single source purchase pursuant to the SPMC. They will be replacing the gurneys that are currently in-service on both the frontline and reserve rescue ambulances. Both apparatus were originally designed to utilize gurneys manufactured by Ferno. The new gurneys are equipped with enhanced safety features that ensure the gurney and patient remain secured during transport. These enhanced features include safety restraints and high-impact brackets that are designed to add extra protection in the event the transporting rescue ambulance is involved in a traffic collision.

Next Steps:

1. Authorize the City Manager to accept grant funds in an amount not to exceed \$94,853 from the County DHS EMS Agency.
2. Proceed with the purchase of one Monitor, one AutoPulse, and two ambulance gurneys.
3. Submit for reimbursement from the County DHS EMS Agency for the approved equipment.

Authorize the City Manager to Accept Grant Funds from Los Angeles County Department of Health Services
February 17, 2021
Page 3 of 3

Legal Review

The City Attorney has reviewed this item

Fiscal Impact

The approved equipment will be purchased from the Fire Department's Medical Supplies Account (101-5010-5011-8025). The purchases will require a budget amendment increase to Medical Supplies Account of \$94,853 and record the revenue in account number 101-0000-0000-5071-003. Once the purchase of equipment has been executed, invoices shall be submitted to the County DHS EMS Agency for reimbursement. The invoices are to be submitted within 30 days of receiving the equipment. The County will provide reimbursement within 90 day of receipt of completed invoices.

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. Pre-Hospital Emergency Medical Care Enhancement Program MOA
2. Quote from Zoll Medical Corporation for Monitor and AutoPulse
3. Quote from Ferno for Gurney

ATTACHMENT 1
Pre-Hospital Emergency Medical Care Enhancement
Program MOA

MEMORANDUM OF AGREEMENT
FOR
PREHOSPITAL EMERGENCY MEDICAL CARE ENHANCEMENT PROGRAM

THIS MEMORANDUM OF AGREEMENT (hereafter "MOA") is made and entered into this 8th day of September, 2020,

By and between

COUNTY OF LOS ANGELES
(hereafter "County"),

And

SOUTH PASADENA
FIRE DEPARTMENT
(hereafter "Provider").

Business Address:

817 Mound Avenue
South Pasadena, CA 91030

WHEREAS, pursuant to the authority granted under the Emergency Medical Services and Prehospital Emergency Medical Care Personnel Act (Health & Saf. Code, § 1797, et seq., hereinafter referred to as the "Act"), the County has established and maintains, through the County's Department of Health Services' (DHS) Emergency Medical Services Agency (EMS Agency), an advanced life support (ALS) system for Emergency Paramedic Transportation Services; and

WHEREAS, under the California Health and Safety (H&S) Code, Division 2.5, Chapter 4, Article 1, Section 1797.204 the local EMS Agency shall plan, implement, and evaluate an emergency medical services system, in accordance with the provisions of this part, consisting of an organized pattern of readiness and response services based on public and private agreements and operational procedures; and

WHEREAS, the parties concur that this MOA, as applied, does not affect in any manner the Provider's present or future rights for the provision of its jurisdiction's prehospital emergency medical services under H&S Code Sections 1797.201 or 1797.224, and that this MOA is solely for the purpose of establishing terms and conditions for reimbursement by County to Provider for the purchase of approved equipment provided under the November 2002 voter-approved Measure B ballot initiative, and

WHEREAS, Provider presented a proposal to County's Measure B Advisory Board to fund the purchase of one cardiac monitor/defibrillator, one automated chest compression device, and two ambulance gurneys for funding consideration using unallocated Measure B funds; and

WHEREAS, on February 11, 2020, County's Board of Supervisors approved Provider's Measure B funding proposal for an amount of up to \$94,853 for the purchase of one cardiac monitor/defibrillator, one automated chest compression device, and two ambulance gurneys.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1.0 SCOPE

- 1.1 Provider shall purchase, and for which County shall reimburse Provider with Measure B funding, one (1) cardiac monitor/defibrillator, one (1) automated chest compression device, and two (2) ambulance gurneys to improve the level of service and improvement of prehospital emergency care in order to efficiently and appropriately provide the delivery of emergency medical care to the sick and injured at the scene of an emergency within the County.
- 1.2 Provider shall be responsible for maintaining the equipment purchased under this MOA.
- 1.3 Provider agrees to utilize the cardiac monitor/defibrillator, automated chest compression device and ambulance gurneys in a manner consistent with standards, policies, and procedures of the EMS Agency, and without regard to a patient's ability to pay.

2.0 TERM

- 2.1 The term of this MOA is effective upon the date of execution by the Director of Health Services (Director), or designee. This MOA shall expire on June 30, 2021 unless sooner extended or terminated, in whole or in part, as provided herein.
- 2.2 In any event, this MOA may be terminated at any time by either party by giving at least thirty (30) calendar days advance written notice to the other party.

3.0 PAYMENT AND INVOICES

- 3.1 County's maximum reimbursement to Provider for the purchase of (1) cardiac monitor/defibrillator, one (1) automated chest compression device, and two (2) ambulance gurneys shall not exceed Ninety-Four Thousand, Eight Hundred Fifty-Three Dollars (\$94,853).

- 3.2 County shall not reimburse Provider for the purchase of the cardiac monitor/defibrillator, automated chest compression device, and ambulance gurneys to the extent that Provider has received funding from any other grant or third-party source to offset the cost.
- 3.3 Provider shall submit copies of its vendor's invoice(s), with proof of Provider's payment, to the County that reflects and provides details for the purchase. Invoice(s) and proof of vendor payment shall be forwarded to County via United States Postal Service, facsimile transmission [(562) 941-2397], or e-mail transmission (kfruhwirth@dhs.lacounty.gov) within thirty (30) days after payment to the vendor to the following address:

Department of Health Services
Emergency Medical Services Agency
10100 Pioneer Blvd., Suite 200
Santa Fe Springs, CA 90670

Attn: Kay Fruhwirth, County's Project Director

3.3.1 County Approval of Invoices

All invoices submitted by the Provider for payment must have the written approval of the County's Project Director prior to any payment thereof. In no event shall the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld.

- 3.3.2 County shall reimburse Provider within ninety (90) days of receipt of complete and correct invoice(s), including Provider's purchase order(s) and proof of payment from Provider for allowable purchases.

4.0 COUNTY ADMINISTRATION

- 4.1 Director shall have the authority to administer this MOA on behalf of the County. Director retains professional and administrative responsibility for the services rendered under this MOA.
- 4.2 County's Project Director shall be responsible for ensuring that the objectives of this MOA are met and providing direction to the Provider in the areas relating to County policy, information requirements, and procedural requirements. County's Project Director is:

Kay Fruhwirth
Department of Health Services
Emergency Medical Services Agency
10100 Pioneer Blvd., Suite 200
Santa Fe Springs, CA 90670

Telephone: (562) 378-1596
E-mail: kfruhwirth@dhs.lacounty.gov

- 4.3 County shall notify Provider in writing of any change in the name of the County's Project Director.

5.0 PROVIDER ADMINISTRATION

- 5.1 Provider's Project Manager shall be responsible for Provider's day-to-day activities as related to this MOA and shall coordinate with County's Project Director on a regular basis. Provider's Project Manager is:

Eric Zanteson
South Pasadena Fire Department
817 Mound Avenue
South Pasadena, CA 91030
Telephone: (626) 403-7300
E-mail: ezanteson@southpasadenaca.gov

- 5.2 Provider shall notify County in writing of any change in the name or address of Provider's Project Manager.

6.0 AMENDMENTS

For any change that affects the term or any conditions included under this MOA, an Amendment shall be prepared by County and then executed by Provider and by Director, or designee.

7.0 FACSIMILE AND/OR PORTABLE DOCUMENT FORMAT REPRESENTATIONS

County and Provider hereby agree to regard signed Amendments received via facsimile transmission and/or in Portable Document Format (PDF) via e-mail, as representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to Sub-paragraph 6.0, and as legally sufficient evidence that such original signatures have been affixed to Amendments to this Agreement, and as such, the parties need not exchange with each other the signed original Amendment(s).

8.0 GOVERNING LAW, JURISDICTION, AND VENUE

This MOA shall be governed by, and construed in accordance with, the laws of the State of California. Provider agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this MOA and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

9.0 INDEPENDENT PROVIDER STATUS

- 9.1 This MOA is by and between County and Provider and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between County and Provider. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.
- 9.2 Provider shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this MOA all compensation and benefits. County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of Provider.
- 9.3 Provider understands and agrees that all persons performing work pursuant to this MOA are, for purposes of Workers' Compensation liability, solely employees of Provider and not employees of County. Provider shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of Provider pursuant to this MOA.

10.0 INDEMNIFICATION

Provider shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents and volunteers ("County Indemnitees") from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with Provider's intentional, willful, or negligent acts and/or omissions arising from and/or relating to this MOA, except as to the sole intentional, willful, or negligent acts and/or omissions of the County Indemnitees.

11.0 NOTICES

All notices or demands required or permitted to be given or made under this MOA shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in Sub-paragraphs 4.2 and 5.1, and copies to:

Julio C. Alvarado, Director
Contracts and Grants Division
313 North Figueroa Street, 6th Floor East
Los Angeles, California 90012

Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this MOA to be executed by the County's Director of Health Services and Provider has caused this MOA to be executed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By: _____
Christina R. Ghaly, M.D.
Director of Health Services

PROVIDER

SOUTH PASADENA FIRE DEPARTMENT

By: _____
Signature

Eric Zanteson
Printed Name

Division Chief/EMS
Title
Coordinator

APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel

By: _____
Brian T. Chu, Principal Deputy County Counsel

ATTACHMENT 2
Quote from Zoll Medical Corporation for Monitor
and AutoPulse



ZOLL Medical Corporation

Worldwide HeadQuarters
269 Mill Rd
Chelmsford, Massachusetts 01824-4105
(978) 421-9655 Main
(800) 348-9011
(978) 421-0015 Customer Support
FEDERAL ID#: 04-2711626

TO: South Pasadena Fire Department
817 Mound Avenue
South Pasadena, CA 91030

Attn: **Dan Dunn**

email: ddunn@southpasadenaca.gov

Tel: 626-403-7300

QUOTATION 371095 V:1

DATE: January 26, 2021

TERMS: Net 30 Days

FOB: Shipping Point

FREIGHT: Free Freight

ITEM	MODEL NUMBER	DESCRIPTION	QTY.	UNIT PRICE	DISC PRICE	TOTAL PRICE
1	601-2231011-01	<p>X Series ® Manual Monitor/Defibrillator with 4 trace tri-mode display monitor/ defibrillator/ printer, comes with Real CPR Help®, advisory algorithm, advanced communications package (Wi-Fi, Bluetooth, USB cellular modem capable) USB data transfer capable and large 6.5"(16.5cm) diagonal screen, full 12 ECG lead view with both dynamic and static 12-lead mode display.</p> <p>Accessories Included:</p> <ul style="list-style-type: none"> • MFC cable • MFC CPR connector • A/C power adapter/ battery charger • A/C power cord • One (1) roll printer paper • 6.6 Ah Li-ion battery • Carry case • Declaration of Conformity • Operator's Manual • Quick Reference Guide <p>• One (1)-year EMS warranty</p> <p>Advanced Options: Real CPR Help Expansion Pack CPR Dashboard quantitative depth and rate in real time, release indicator, interruption timer, perfusion performance indicator (PPI)</p> <ul style="list-style-type: none"> • See - Thru CPR artifact filtering <p>ZOLL Noninvasive Pacing Technology:</p>	1	\$40,020.00	\$32,816.40	\$32,816.40 *

To the extent that ZOLL and Customer, or Customer's Representative have negotiated and executed overriding terms and conditions ("Overriding T's & C's"), those terms and conditions would apply to quotation. In all other cases, this quote is made subject to ZOLL's Standard Commercial Terms and Conditions ("ZOLL T's & C's") which for capital equipment, accessories and consumables can be found at <http://www.zoll.com/GTC> and for software products can be found at <http://www.zoll.com/SSPTC> and for hosted software products can be found at <http://www.zoll.com/SSHTC>. Except in the case of overriding T's and C's, any Purchase Order ("PO") issued in response to this quotation will be deemed to incorporate ZOLL T's & C's, and any other terms and conditions presented shall have no force or effect except to the extent agreed in writing by ZOLL.

Bryan Pank
Sr. EMS Account Executive
617-901-6565

1. DELIVERY WILL BE MADE 60-90 DAYS AFTER RECEIPT OF ACCEPTED PURCHASE ORDER.
- 2. PRICES QUOTED ARE VALID UNTIL MARCH 31, 2021.**
3. APPLICABLE TAX, SHIPPING & HANDLING WILL BE ADDED AT THE TIME OF INVOICING.
4. ALL PURCHASE ORDERS ARE SUBJECT TO CREDIT APPROVAL BEFORE ACCEPTABLE BY ZOLL.
5. FAX PURCHASE ORDER AND QUOTATION TO ZOLL CUSTOMER SUPPORT AT 978-421-0015 OR EMAIL TO ESALES@ZOLL.COM.
6. ALL DISCOUNTS OFF LIST PRICE ARE CONTINGENT UPON PAYMENT WITHIN AGREED UPON TERMS.
7. PLACE YOUR ACCESSORY ORDERS ONLINE BY VISITING www.zollwebstore.com.



ZOLL Medical Corporation

Worldwide HeadQuarters
269 Mill Rd
Chelmsford, Massachusetts 01824-4105
(978) 421-9655 Main
(800) 348-9011
(978) 421-0015 Customer Support
FEDERAL ID#: 04-2711626

TO: South Pasadena Fire Department
817 Mound Avenue
South Pasadena, CA 91030

Attn: **Dan Dunn**

email: ddunn@southpasadenaca.gov

Tel: 626-403-7300

QUOTATION 371095 V:1

DATE: January 26, 2021

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FREIGHT: Free Freight

ITEM	MODEL NUMBER	DESCRIPTION	QTY.	UNIT PRICE	DISC PRICE	TOTAL PRICE
		Masimo Pulse Oximetry SP02 & SpCO <ul style="list-style-type: none"> • Signal Extraction Technology (SET) • Rainbow SET (for SpCO & SpMet) NIBP Welch Allyn includes: <ul style="list-style-type: none"> • Smartcuff 10 foot Dual Lumen hose • SureBP Reusable Adult Medium Cuff End Tidal Carbon Dioxide monitoring (ETCO2) Oridion Microstream Technology: Order required Microstream tubing sets separately Interpretative 12- Lead ECG: <ul style="list-style-type: none"> • 12-Lead one step ECG cable- includes 4- Lead limb lead cable and removable precordial 6- Lead set 				
2	8000-0341	SpO2/SpCO/SpMet Rainbow Resuable Patient Cable: Connects to Single Use Sensors (4 ft)	1	\$245.00	\$169.05	\$169.05 *
3	8000-000371	SpO2/SpCO/SpMet Rainbow DCI Adult Reusable Sensor with connector (3 ft)	1	\$845.00	\$676.00	\$676.00 *

To the extent that ZOLL and Customer, or Customer's Representative have negotiated and executed overriding terms and conditions ("Overriding T's & C's"), those terms and conditions would apply to quotation. In all other cases, this quote is made subject to ZOLL's Standard Commercial Terms and Conditions ("ZOLL T's & C's") which for capital equipment, accessories and consumables can be found at <http://www.zoll.com/GTC> and for software products can be found at <http://www.zoll.com/SSPTC> and for hosted software products can be found at <http://www.zoll.com/SSHTC>. Except in the case of overriding T's and C's, any Purchase Order ("PO") issued in response to this quotation will be deemed to incorporate ZOLL T's & C's, and any other terms and conditions presented shall have no force or effect except to the extent agreed in writing by ZOLL.

Bryan Pank
Sr. EMS Account Executive
617-901-6565

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ZOLL Medical Corporation

Worldwide HeadQuarters
 269 Mill Rd
 Chelmsford, Massachusetts 01824-4105
 (978) 421-9655 Main
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TO: South Pasadena Fire Department
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Attn: **Dan Dunn**

email: ddunn@southpasadenaca.gov

Tel: 626-403-7300

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ITEM	MODEL NUMBER	DESCRIPTION	QTY.	UNIT PRICE	DISC PRICE	TOTAL PRICE	
4	8000-0580-01	Six hour rechargeable Smart battery	2	\$519.75	\$421.00	\$842.00	*
5	8000-002005-01	Cable Sleeve, Propaq / X Series, ZOLL Blue	1	\$52.45	\$40.91	\$40.91	*
6	8300-0250-01	SurePower Charger Adapter	2	\$309.75	\$247.80	\$495.60	*
7	8778-89004-PP	Precision Service Plan, 4 Years. Includes: Annual preventive maintenance, 24% discount on new cables, 24% discount on lithium SurePower Batteries, discount on parameter upgrades, and parts & labor on normal wear and tear. Shipping and use of a Service Loaner during repairs, no charge shipping. Extended warranty is a continuation of the EMS One Year Product Limited Warranty.	1	\$5,130.00	\$4,617.00	\$4,617.00	**
8	7800-0312	LifePak 12 Biphasic w/Pacing, 12 lead + 3 parameters or more Trade-In	1		(\$500.00)	(\$500.00)	***

To the extent that ZOLL and Customer, or Customer's Representative have negotiated and executed overriding terms and conditions ("Overriding T's & C's"), those terms and conditions would apply to quotation. In all other cases, this quote is made subject to ZOLL's Standard Commercial Terms and Conditions ("ZOLL T's & C's") which for capital equipment, accessories and consumables can be found at <http://www.zoll.com/GTC> and for software products can be found at <http://www.zoll.com/SSPTC> and for hosted software products can be found at <http://www.zoll.com/SSHTC>. Except in the case of overriding T's and C's, any Purchase Order ("PO") issued in response to this quotation will be deemed to incorporate ZOLL T's & C's, and any other terms and conditions presented shall have no force or effect except to the extent agreed in writing by ZOLL.

Bryan Pank
 Sr. EMS Account Executive
 617-901-6565

1. DELIVERY WILL BE MADE 60-90 DAYS AFTER RECEIPT OF ACCEPTED PURCHASE ORDER.
2. **PRICES QUOTED ARE VALID UNTIL MARCH 31, 2021.**
3. APPLICABLE TAX, SHIPPING & HANDLING WILL BE ADDED AT THE TIME OF INVOICING.
4. ALL PURCHASE ORDERS ARE SUBJECT TO CREDIT APPROVAL BEFORE ACCEPTABLE BY ZOLL.
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6. ALL DISCOUNTS OFF LIST PRICE ARE CONTINGENT UPON PAYMENT WITHIN AGREED UPON TERMS.
7. PLACE YOUR ACCESSORY ORDERS ONLINE BY VISITING www.zollwebstore.com.



ZOLL Medical Corporation

Worldwide HeadQuarters
 269 Mill Rd
 Chelmsford, Massachusetts 01824-4105
 (978) 421-9655 Main
 (800) 348-9011
 (978) 421-0015 Customer Support
 FEDERAL ID#: 04-2711626

TO: South Pasadena Fire Department
 817 Mound Avenue
 South Pasadena, CA 91030

Attn: **Dan Dunn**

email: ddunn@southpasadenaca.gov

Tel: 626-403-7300

QUOTATION 371095 V:1

DATE: January 26, 2021

TERMS: Net 30 Days

FOB: Shipping Point

FREIGHT: Free Freight

ITEM	MODEL NUMBER	DESCRIPTION	QTY.	UNIT PRICE	DISC PRICE	TOTAL PRICE
9	8700-0730-01	AutoPulse® System with Pass Thru - Generates consistent and uninterrupted chest compressions, offering improved blood flow during cardiac arrest. Includes Backboard, User Guide, Quick Reference Guide, Shoulder Restraints, Backboard Cable Ties, Head Immobilizer, Grip Strips, In-service Training DVD, and one year warranty.	1	\$10,995.00	\$10,995.00	\$10,995.00
10	8700-0752-01	AutoPulse® Li-Ion Battery - for use with the AutoPulse Platform.	2	\$825.00	\$825.00	\$1,650.00
11	8700-0753-01	Autopulse SurePower Charger, U.S. Tests, Charges and automatically verifies battery charge level. Includes User Guide and U.S Power Cord. Standard one (1) year warranty.	1	\$2,295.00	No Charge	No Charge **
12	8700-000850-40	AutoPulse® Quick Case, Blue - All-in-one carrying case and patient moving sheet for the Autopulse Resuscitation System.	1	\$495.00	No Charge	No Charge **
13		Estimated Sales Tax at 10.25%				\$4,887.71

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ITEM	MODEL NUMBER	DESCRIPTION	QTY.	UNIT PRICE	DISC PRICE	TOTAL PRICE	
		<p>*Reflects National Purchasing Partners (NPP) Contract Pricing.</p> <p>**Reflects Discount Pricing.</p> <p>***Trade-In Value valid if all equipment purchased is in good operational and cosmetic condition, and includes all standard accessories. Customer assumes responsibility for shipping trade-in equipment to ZOLL Chelmsford within 60 days of receipt of new equipment. Customer agrees to pay cash value for trade-in equipment not shipped to ZOLL on a timely basis.</p> <p>***Trade value guaranteed only through March 31, 2021.</p>					
						TOTAL	\$56,689.67

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ATTACHMENT 3
Quote from Ferno for Gurney



Quote Prepared For Our Valued Customer:
South Pasadena Fire Department

Account ID:

Quote #: 9330

Customer Contact:

Dan Dunn

Billing Address:

South Pasadena Fire Department

Shipping Address:

South Pasadena Fire Department

817 Mound Ave

Pasadena, CA

91107

817 Mound Ave

Pasadena, CA

91107

Terms:

Valid Until: Feb 27, 2021 Freight Quote #: 39118 Carrier: R&L

FOB Origin: TBD

Your Sales Representative is:

Kara Gustafson

k.gustafson@ferno.com

(619) 909-3458

Your Customer Service Contact is:

Karen Boler

k.boler@ferno.com

(877) 733-0911

Quantity	Item #	Product	Customer Price
2	0012826	PRO 28Z CHAIR COT	\$ 14,052.60
2	1408041	OPTION, PRO28Z SAE	\$ 3,240.00
2	0822501	STO-NET, LOAD FRAME PRO28Z	\$ 271.80
2	0374907	POUCH, BKREST STORAGE, PWR X1	\$ 504.00
2	1408039	OPTION, PRO28Z SX	\$ 3,686.40
4	0822137	KIT, 28-Z FLIPOUT HNDLS, SHORT	\$ 1,627.20
2	0800643	UNIVERSAL FLOOR PLATE KIT UNIVERSAL FLOOR PLATE KIT	\$ 1,350.00
2	0800642	UNIVERSAL INLINE MNTING HW KIT UNIVERSAL INLINE MNTING HW KIT	\$ 1,350.00
2	ILFL102	INLINE FASTENER L 102 2584 INLINE FASTENER L 102 2584	\$ 6,724.80
1	0374906	KANGOOFIX READY 2 GO	\$ 624.00
1	0314115	PEDIMATE PLUS PEDIMATE PLUS	\$ 356.00

Hard Copy PO Required? Yes No

Approval: _____

Printed Name

Signature

Credit Card: _____

Secure Code: _____

Exp: _____

Comments:

Subtotal: \$ 33,786.80

Sales Tax: \$ 3,463.15

Shipping Quote: \$ 388.48

Your Price: \$ 37,638.42



City Council Agenda Report

ITEM NO. 14

DATE: February 17, 2021

FROM: Sean Joyce, Interim City Manager

PREPARED BY: Lucy Demirjian, Assistant to the City Manager

SUBJECT: **Adoption of a Resolution Affirming the San Gabriel Valley Council of Government (SGVCOG) White Paper on Los Angeles Homeless Services Authority (LAHSA) Reform**

Recommendation

It is recommended that the City Council approve the attached resolution affirming the SGVCOG white paper on LAHSA reform.

Discussion/Analysis

In response to the countywide homelessness crisis and the problems with the homelessness services system, the Los Angeles County Board of Supervisors approved a motion on September 1, 2020, seeking to explore changes to the structure and function of Los Angeles Housing Services Authority (LAHSA) and highlighting the need to examine the system as a whole. A similar motion was approved by the Los Angeles City Council. Meanwhile, LAHSA itself convened an Ad Hoc Committee on Governance to consider similar concerns.

In response, the SGVCOG convened a working group to draft a white paper to ensure the San Gabriel Valley had a leading voice in these reform efforts. This working group consisted of representatives from 11 cities. From September to November 2020, the working group met five times.

The resulting white paper is organized around the following discussion topics:

- Exploring the causes and impacts of systemic problems with the current homelessness response system, especially as they relate to smaller cities; and
- Identifying comprehensive solutions; and
- Confirming the San Gabriel Valley's commitment to best practices and programs and to affirming a willingness to lead the region to a more effective, countywide coordinated strategy to combat homelessness.

Specifically, the paper identifies several problems with the current system, including a lack of collaborative relationship with smaller cities, a lack of funding for locally-based and supported initiatives and programs, and poor communication and lack of transparency. To address these problems, the white paper proposes potential solutions including increasing representation for smaller cities within the current system and providing more autonomy within the current system,

as well as leaving the door open to pursue independent control of homelessness funds if these strategies are unsuccessful at sufficiently resolving the stated concerns.

Legal Review

The City Attorney's office has reviewed this item.

Fiscal Impact

There is no fiscal impact with the adoption of this resolution.

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*.

Attachment:

1. City Council Resolution
 - a. Exhibit A: SGVCOG White Paper on LAHSA Reform

Attachment 1:
Resolution Affirming SGVCOG
Whitepaper on LAHSA Reform

RESOLUTION
A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF SOUTH PASADENA, CALIFORNIA,
ADOPTING THE SAN GABRIEL VALLEY
COUNCIL OF GOVERNMENTS’
WHITE PAPER ON LAHSA REFORM

WHEREAS, the City of South Pasadena is a member of the San Gabriel Valley Council of Governments (SGVCOG).

WHEREAS, the SGVCOG serves as a unified voice to maximize resources and advocate for regional and member interests to improve the quality of life in the San Gabriel Valley.

WHEREAS, the City of South Pasadena and the other member cities of the SGVCOG cities provide homelessness services and work with the Los Angeles Homeless Services Authority (LAHSA), the LA County Homeless Initiative, the LA County Department of Mental Health, the LA County Sheriff’s Department, and various other State and County departments, nonprofits, service providers, and other municipalities.

WHEREAS, the 2020 Homeless Count identified 15 people experiencing homelessness in the City of South Pasadena. It identified 4,555 people experiencing homelessness in the San Gabriel Valley, representing an increase of 47% over the last five years. With the inclusion of the separate count within the separate Pasadena Continuum of Care, the homeless population of the San Gabriel Valley represents nearly 10% of the Countywide total.

WHEREAS, the Los Angeles County Board of Supervisors approved a motion on September 1, 2020, seeking to explore changes to the structure and function of LAHSA and highlighting the need to examine the system as a whole.

WHEREAS, the SGVCOG convened a working group to draft a white paper to ensure the San Gabriel Valley had a leading voice in these reform efforts. This working group consisted of representatives from 11 cities and met five times from September to November 2020.

WHEREAS, this working group drafted a white paper (Exhibit A) that outlined the causes and impacts of systemic problems with the current homelessness response system, identified comprehensive solutions, confirmed the San Gabriel Valley’s commitment to best practices and programs, and affirmed a willingness to lead the region to a more effective, County-wide coordinated strategy to combat homelessness.

WHEREAS, this white paper was subsequently reviewed and adopted by the SGVCOG Governing Board.

NOW, THEREFORE, BE IT RESOLVED that the City of South Pasadena does hereby approve the SGVCOG White Paper on LAHSA Reform (Attachment A).

PASSED, APPROVED AND ADOPTED on this 17th day of February, 2021.

Diana Mahmud, Mayor

ATTEST:

APPROVED AS TO FORM:

Maria E. Ayala, 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 17th day of February, 2021, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

Maria E. Ayala, City Clerk
(seal)

Attachment 2:

EXHIBIT A

SGVCOG White Paper on LAHSA Reform

United We Stand:
**Supporting a comprehensive, coordinated structure and strategy to meet
the homelessness crisis in Los Angeles County**

*A White Paper
Prepared and Adopted
by the San Gabriel Valley Council of Governments*

January 21, 2021



Table of Contents

INTRODUCTION	2
EXECUTIVE SUMMARY	3
BACKGROUND	6
PROBLEMS WITH THE CURRENT SYSTEM	11
POTENTIAL SOLUTIONS	18
DEMONSTRATING COMMITMENT TO QUALITY PROGRAMS AND SERVICES	29
CONCLUSION	30

INTRODUCTION

The ever-worsening homeless crisis is a growing threat to the wellbeing, prosperity and quality of life of our region. It is likely only to intensify due to the ongoing COVID-19 pandemic. The gravity and urgency of the crisis requires a comprehensive, coordinated, Countywide structure and strategy to end the shame of tens of thousands of people living on our streets.

Acknowledging this crisis and the problems with the current homelessness services system, the Los Angeles County Board of Supervisors approved a motion, “Exploring New Governance Models to Improve Accountability and Oversight of Homeless Funds” on September 1, 2020. This motion focused on the structure and function of Los Angeles Housing Services Authority (LAHSA) but highlighted the need to examine the system as a whole. Meanwhile, LAHSA itself has convened an Ad Hoc Committee on Governance to consider similar concerns.

While we support the efforts of the County, LAHSA and the City of Los Angeles to seek a more effective coordinating structure, we believe it is critical to directly involve the remaining 87 cities that make up the County. These cities represent 60% of the County’s population, nearly 40% of the population of those experiencing homelessness and are the source of the majority of the tax revenue for Measure H.

Municipalities in the San Gabriel Valley are committed to be leaders in the fight to combat homelessness. We have the need and the desire to serve the most vulnerable in our communities and to maximize local ideas, resources, and programs to this end. The San Gabriel Valley Council of Governments (SGVCOG) and its member cities developed this white paper to demonstrate our commitment to creating a more coordinated, effective homelessness services system which is capable of solving our homelessness crisis.

As demonstrated in our Homeless Report (Attachment A), we bring tangible resources to the table. Our city governments, non-profits, faith communities, healthcare providers, businesses, civic organizations and volunteers are already actively engaged in meeting this crisis. We already have boots on the ground working every day on all aspects of this challenge. What we lack is participation in a focused, flexible and responsive Countywide structure to coordinate strategy, services and funding to effectively address the causes and solutions for homelessness.

In this white paper, we lay out the background and our perspective on the shortcomings of the current approach to homelessness across LA County. We lay out a range of potential solutions. Our concerns are substantive and we believe our alternatives are realistic. We believe that failure is not an option.

The cities of the San Gabriel Valley pledge to work with the County of Los Angeles, the City of Los Angeles, our sister communities and the myriad of private, non-profit, academic, philanthropic and civic institutions across the County to mobilize an effective, efficient and equitable response to the homelessness crisis.

EXECUTIVE SUMMARY

The SGVCOG is a joint powers authority that supports regional issues and implements regional programs. The SGVCOG includes the 31 cities and unincorporated areas of Los Angeles County Supervisorial Districts 1, 4, and 5, representing 20% of the population of Los Angeles County.

The 2020 Homeless Count identified 4,555 people experiencing homelessness in the San Gabriel Valley. This represents an increase of 47% over the last five years. With the inclusion of the separate count within the separate Pasadena Continuum of Care, the homeless population of the San Gabriel Valley represents nearly 10% of the Countywide total.

Of those counted in 2020, two-thirds were unsheltered with the majority of those staying in vehicles (59.8%) and the remainder (40.2%) on the streets. One third were sheltered. People of color represent 75% of those experiencing homelessness

The SGVCOG cities are actively engaged in providing homelessness services and work with LAHSA, LA County Homeless Initiative, LA County Department of Mental Health, LA County Sheriff's Department, and various other State and County departments, nonprofits, service providers, and other municipalities. The cities of Claremont, Pomona, and La Verne are also served by Tri-City Mental Health.

Most San Gabriel Valley cities have adopted formal homelessness response plans and others are currently developing them. Several cities have used Measure H implementation funding to offer Housing Navigation services to their communities. In 2018, the City of Pomona opened a 200-bed interim housing facility, contributing much of the capital funding themselves. The region has strong networks of outreach efforts, shelters, housing assistance programs and a range of public, non-profit and faith-based social services. Finally, twenty-one SGVCOG member cities have joined the San Gabriel Valley Regional Housing Trust (SGVRHT) that is financing the planning and construction of affordable housing, including permanent supportive housing for homeless individuals and families.

Problems with the Current System:

- **Lack of Collaborative Relationship with Smaller Cities:** LAHSA and the broader County homeless services delivery system do not engage with SGV cities as partners. Yet our cities are on the front line when residents have complaints or concerns about homelessness. Without effective collaboration from LAHSA or the County, cities are largely left on their own to address the needs of their homeless residents. At worst, this can lead to duplicative efforts with LAHSA that are a waste of precious resources. County and LAHSA programs would be more effective if they built on the close relationship that city governments have with their communities and their knowledge of local conditions. To do this, there must be an effort to understand the specific needs of these small communities and collaborate with jurisdictions to implement these more targeted approaches. Communication and transparency need to be improved to build trust and collaboration.
- **Lack of Funding for Locally-Based and Supported Initiatives and Programs:** Cities throughout the County have constrained funding to address a wide range of issues, including homelessness, transportation, public safety, parks, and stormwater. Under the

current system, when cities propose an innovative solution, it does not appear to be taken seriously unless it can be applied County-wide. Funding for locally-based and locally-supported initiatives and programs can leverage Measure H funding for greater impact. Other countywide tax measures, including Measure W (Water), Measure A (Parks), Measure M (Transportation), Measure R (Transportation), have all included a “local return” component that have allowed cities to implement projects and programs customized to local needs.

- **Poor Communication and Lack of Transparency:** If one thing is clear about the homelessness crisis in LA County, it is that it’s not clear who is accountable. The roles, missions and responsibilities of County government, the County’s Homeless Initiative and LAHSA and individual cities overlap or leave gaps. Currently, cities struggle to access information about programs, do not have direct access to appropriate contacts that can answer questions and respond to concerns. There is a lack of timely and accurate shared data about people experiencing homelessness served in their communities. When cities are able to find appropriate contacts, it can be difficult to get clear and concise direction from LAHSA and the County. At times, staff receive different answers from different people, creating confusion and making program implementation more difficult. Further complicating these issues is that cities often interact with LAHSA in both its capacity as an administrator of funding and as a direct service provider through its outreach teams.

Potential Solutions:

- **Increasing Representation Within the Current System:** LAHSA was created nearly three decades ago as a joint structure for the County and the City of Los Angeles to administer funding for homeless programs, primarily from the Federal government. Much has changed since then, including the passage of Measure H and the increased role of the State government in funding homeless programs. The nature and distribution of homelessness has also fundamentally changed. There is widespread recognition that greater clarity, coordination and innovation is necessary to effectively deal with the growing homelessness crisis. Many options have been proposed for restructuring the governance of homeless strategy, funding, programs and policies. Among the models are restructuring LAHSA to act as the primary entity for expanded countywide coordination. These include using the Metro board as a model; adding representatives from all the Service Planning Areas or the Councils of Government; and a new model implemented in King County (Seattle) that has a bifurcated board structure to direct policy and operations and includes representation from elected officials, experts and people with lived experience.
- **More Autonomy Within the Current System:** Even without restructuring governance, there can be improvements within the current system by granting greater autonomy on programming and funding within each Service Planning Area and with the cities they cover.

The white paper proposes additional proposals for improving the delivery of services to reduce homelessness. Finally, it poses the option that in the absence of consensus on a comprehensive coordinated strategy and structure to effectively address the growing crisis, the San Gabriel Valley is prepared to accept independent responsibility for administering our own Continuum of Care. Of

course, this would require an appropriate allocation of resources. We are hopeful we can work together, collaboratively, to improve the current system.

BACKGROUND

The San Gabriel Valley Council of Governments (SGVCOG) is a regional government planning agency that aims to maximize the quality of life in the San Gabriel Valley. We are a joint powers authority that consists of 31 incorporated cities, unincorporated communities in Los Angeles County Supervisorial Districts 1, 4, and 5, and three San Gabriel Valley Municipal Water Districts. The SGVCOG works on issues of importance to its member agencies, including homelessness, transportation, the environment, and water, and seeks to address these regionally.



The SGVCOG is the largest and most diverse sub-regional council of governments in Los Angeles County. The San Gabriel Valley encompasses nearly 400 square miles and has more than two million residents of thirty-one cities that are represented by 161 councilmembers. In comparison, the City of Los Angeles, with a population of four million, is represented by fifteen councilmembers. This allows councilmembers in San Gabriel Valley cities to be closely in tune with the concerns of their constituents and to shape local policy accordingly.

Our communities each have a unique character and history and often face unique challenges that they have varying resources to address. Our member cities' populations range from 1,008 in the City of Industry and 1,084 in the City of Bradbury to 117,000 in the City of El Monte and 156,000 in the City of Pomona.

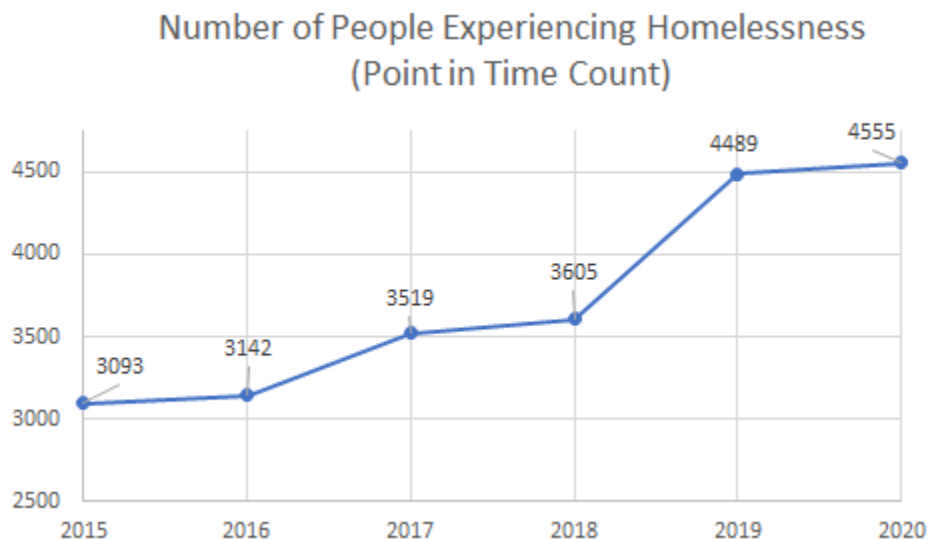
It's a diverse region: of the residents in the San Gabriel Valley, 44.7% identify as Hispanic or Latino; 25.7% as Asian; 24.8% as white non-Hispanic; 2.4% as Black; and 2.4% as Native American, Alaskan Native, Native Hawaiian, or another race.

At the time of the 2010 Census, 61% of residents in the San Gabriel Valley lived in owner-occupied housing, while 39% lived in rental housing units.

While our member cities have unique needs and resources, our communities also face many of the same challenges and have developed a unified voice to maximize resources, achieve sustainable solutions, and advocate for regional and member interests to improve the quality of life in the San Gabriel Valley.

Scope of Homelessness

In January 2020, the Greater Los Angeles Point-in-Time (PIT) Count determined there were 4,555 people experiencing homelessness within the SPA 3, the boundaries of which closely mirror those of the SGVCOG. The number of people experiencing homelessness in the San Gabriel Valley has steadily increased since 2015, when 3,093 people were identified through the PIT Count.



Just as our cities have varying populations, needs, and resources, our communities experience varying levels of homelessness. The 2020 Point-In-Time Count determined there was a range of homelessness in each of our cities - from 0 people experiencing homelessness (PEH) in some communities to 723 people experiencing homelessness in another, with a median of 68 PEH in each SGV city.

Of the people experiencing homelessness within the San Gabriel Valley who were captured through the PIT Count, the majority are unsheltered: 66.5% were unsheltered, with 59.8% of those staying in vehicles (59.8%) and the remaining (40.2%) staying outdoors on the streets, in parks, or in tents. 33.5% were sheltered, sleeping in emergency shelters or transitional housing.

Other key concerns from the region's 2020 Point-in-Time Count data of concern to our region include the following:

- People experiencing chronic homelessness rose 40%
- Number of seniors 62 and over experiencing homelessness rose 13%, 68.7% of whom are unsheltered
- People of color represent 75% of those experiencing homelessness

Our cities recognize the complex vulnerabilities many of those living on the street in the San Gabriel Valley face, with 28% living with serious mental illness and 33% having a substance use disorder. We seek to prioritize the expansion of the mental health and substance abuse services these individuals need to rebuild their lives.

Our region also has deep concern with the impacts of the COVID-19 pandemic on housing stability and homelessness. The 2020 PIT count data predates the pandemic, and the full effects on homelessness in the region remain to be seen.

While the PIT count data provides one metric for measurement, it does not capture the full breadth of homelessness in the region. The PIT count records the presence of homelessness on just a few nights supplemented with metrics and formulas that are extrapolated to determine the PIT count, which can produce significant over-counts and under-counts. The PIT count data also does not account for those persons experiencing homelessness (PEH) that may not reside permanently in the region but may travel and spend time here.

Regional Homelessness Response

As the homeless population has risen over the last 5 years, so too has the amount of San Gabriel Valley resources allocated to policies and programs to respond to the regional homelessness crisis. The cities of the SGVCOG are strongly committed to providing homelessness services and have supplemented the programs and funding administered by LAHSA and the County to provide additional resources to PEH in their communities. Nineteen cities have developed homelessness response plans, with five more cities currently developing plans to be approved by their City Councils in the coming months. The SGVCOG received an influx of \$5.625 million from the State Budget in FY 2020, and the majority of those funds have been allocated to these cities to implement their homeless plans. With additional funding supported by the County's Measure H Innovation Fund - which provided approximately \$1.5 million to the San Gabriel Valley - in total, 22 cities are utilizing these funds to implement prevention, diversion, rapid rehousing programs, and other pilot programs aimed at reducing homelessness in the San Gabriel Valley. This funding has supplemented funding that some communities received from Measure H implementation grants, which they also used to provide additional housing navigation services to their communities. Recently, during spring and summer 2020, 11 cities participated in the SGVCOG's hygiene program (funded by the County) to provide people experiencing homelessness increased access to hygiene services during the pandemic and to mitigate the spread of COVID-19 in our unhoused neighbors.

These programs often fill key gaps in the larger homeless services system. For example, there is currently a serious lack of funding for rapid rehousing in the San Gabriel Valley, with CES programs often unable to take new clients after the first few months of the fiscal year. With the funding sources listed above, the SGVCOG and its member cities are able to provide additional case management and housing navigation and rapid rehousing slots - as well as targeted outreach

and incentives to landlords to increase the supply of available units - to provide more resources to house our homeless population.

Even with limited staff, cities have also allocated staff resources to ensure that their city can respond to homelessness. Cities' homelessness response falls within a variety of city departments, often working in coordination with one another. Cities' homelessness response teams are staffed in different departments, with some in the City Manager's Offices, some in departments of community/neighborhood/human services, housing departments, economic development departments, police departments, and fire departments. Our cities work with LAHSA, the LA County Homeless Initiative, LA County Department of Mental Health, LA County Sheriff's Department, and various other State and County departments, nonprofits, service providers, and other municipalities. The cities of Claremont, Pomona, and La Verne are also served by Tri-City Mental Health.

Our region is committed to providing shelter to those experiencing homelessness and developing affordable housing to stop the inflow into homelessness. In 2018, the City of Pomona opened a 200-bed interim housing facility, contributing much of the capital funding themselves. The region has strong networks of churches, one of which provides shelter for families, and another of which provides winter shelter locations, in addition to those operated at County parks each year. Smaller scale programs offer transitional housing to youth or families, or residential treatment for substance use disorder. The cities of Baldwin Park and Pomona operate housing authorities to offer rental assistance to qualifying families and individuals through a Housing Choice Voucher Program (HCV). Our cities have engaged in advocacy to use surplus and underutilized public properties to meet the needs of those with mental illness. In 2020, the SGVCOG also started the San Gabriel Valley Regional Housing Trust (SGVRHT) - which has been joined by twenty-one SGVCOG member cities to date - to fund and finance the planning and construction of homeless housing, and extremely-low, very-low, and low-income housing projects. Already, the SGVRHT has issued funding letters of commitment to projects that would provide more than 100 housing units for the region, 30% of which would serve extremely-low income households or homeless residents.

White Paper Development Process

To inform the white paper, the SGVCOG engaged its thirty-one member cities and formed a working group of representatives from the following 11 cities: Arcadia, Baldwin Park, Claremont, Duarte, Glendora, Montebello, Monterey Park, Pomona, San Dimas, South El Monte, and South Pasadena. Stakeholders included City Managers, Assistant City Managers, Directors of Community/Neighborhood/Human Services, Public Safety Outreach Coordinators, and Police Chiefs. During a three-month period from September to November 2020, the working group met five times.

The white paper was developed through a multi-phase process. The first component included information gathering and assessment to understand the problems with the existing homelessness response system, as well as our region's current resources and programs. Subsequent meetings each focused on one section of the white paper.

The white paper was reviewed by the SGVCOG's City Manager's Steering Committee, Homelessness Committee (made up of elected officials and staff from 10 of our member cities and one LA County Supervisorial District), and ultimately approved by the SGVCOG Governing Board.

The purpose of this white paper is to address the systemic problems with the current homelessness response system, identify comprehensive solutions, confirm our commitment to best practices and programs, and demonstrate our desire to lead the region to a more effective, County-wide coordinated strategy to combat homelessness. While the white paper includes a strong focus on recommendations for reform at LAHSA, it also acknowledges and discusses other challenges within the LA County homeless services system, including administration and distribution of Measure H funds and the implementation of other County programs. This approach has allowed us to look more comprehensively – and make broader recommendations – on the County's entire homeless services system.

The white paper does this by approaching the following topics:

- Exploring the causes and impacts of systemic problems with the current homelessness response system, especially as they relate to smaller cities;
- Identifying comprehensive solutions; and
- Confirming the San Gabriel Valley's commitment to best practices and programs and to affirming a willingness to lead the region to a more effective, County-wide coordinated strategy to combat homelessness.

PROBLEMS WITH THE CURRENT SYSTEM

To identify solutions, it is important to have a good understanding of the existing problems. To that end, the first section of this white paper articulates these obstacles, provides examples of how this impacts service delivery to PEH, and identifies potential root causes. These problems prevent the SGVCOG's cities, the County, and LAHSA from most effectively assisting and housing people experiencing homelessness (PEH) and prevent homelessness.

The SGVCOG has identified the following specific problems and their impacts, which will be discussed in more detail below:

- Lack of Collaborative Relationship with Smaller Cities
- Poor Communication and Lack of Transparency
- Lack of Funding for Locally-Based and Supported Initiatives and Programs

Lack of Collaborative Relationship with Smaller Cities

In general, LAHSA and the broader County homeless services delivery system often do not effectively collaborate with cities. While the County provides opportunities for consultation on Measure H funding priorities, that input has limited impact on the ultimate decision-making. Cities do not feel informed of programs before they are implemented and, at times, it appears that cities are viewed as obstacles rather than partners.

In small cities, the relationship between residents and the city is much closer than in larger jurisdictions (e.g. County of Los Angeles; City of Los Angeles). Cities' councils and staff are on the front line in addressing homelessness and responding to residents, and they are expected to address issues. This means that programs that are much more localized and responsive to city-specific conditions. With limited support from and collaboration with LAHSA or the County, cities are largely left on their own to address the needs of their homeless residents. At worst, this can lead to duplicative efforts with LAHSA that are a waste of precious resources.

Examples

Specific examples of this lack of collaboration between LAHSA, the County, and the cities are as follows:

- **Project Roomkey:** During the recent initial rollout of Project Roomkey, cities were not consulted or informed as potential project sites were identified and pursued. This approach not only created the impression that cities were being deliberately excluded from the discussion but also likely created more opposition, as cities were not able to properly prepare for the launch of Project Roomkey in their communities. Neither staff nor councilmembers had adequate information on the program implementation and had many questions that were unanswered, such as the following:
 - What additional city services/resources (if any) would need to be provided to those sites?
 - Would cities receive transient occupancy tax on the occupied rooms?
 - Who would be housed in these Project Roomkey sites?
 - Would homeless residents from their communities have first priority?
 - Where would Project Roomkey residents go after sites were decommissioned?

Instead, the County's and LAHSA's efforts moved forward without the cities' engagement, leaving councilmembers and residents concerned and frustrated by the lack of up-front information and engagement. It was difficult to overcome this initial lack of collaboration: even as LAHSA and the County attempted to engage cities as Project Roomkey advanced, there was still distrust and uncertainty about the program and its implementation. With a collaborative approach, questions could have been discussed and addressed prior to project launch which would have led to a more successful launch of the Project Roomkey program.

- **Point-in-Time Count:** Cities have often raised the issue that the LAHSA Homeless Count methodology produces a PIT count which is substantially different from a city's understanding of its homeless count, based on its knowledge of its homeless populations. This has in the past included either a substantial undercount or overcount. For example, from 2019 to 2020, the City of Baldwin Park experienced a 100% increase in its homeless count, to 555. This number seemed improbable given Baldwin Park's size, efforts related to address homelessness locally, and observations of staff. To that end, Baldwin Park City staff spent significant time and effort to identify the reason for the significant increase and raised these concerns to LAHSA. However, no action was taken and City staff were left unable to provide an adequate explanation to the community. Baldwin Park's experience is consistent with the experience of other San Gabriel Valley communities. When cities have raised these concerns and presented specific corrections to the official count, no action has been taken.

City staff are deeply knowledgeable about their communities, and, in some instances, may have collected data throughout the year. LAHSA and the County should collaborate with cities on this data, in order to make better decisions and better direct resources and services to specific areas. This is extremely important from both a political and technical level. City level counts are also highly significant to each community's perception of progress made against homelessness. A PIT count is less accurate at smaller geographies, so it's important to fully vet and understand the data and analyze the reasons for significant changes, especially to assess if the significant change is the result of an error. Input from and meaningful collaboration with cities could resolve these serious discrepancies.

Key Cause: Lack of Representation

The SGVCOG believes that these issues may arise from the fact that LAHSA only represents the City of Los Angeles and the County of Los Angeles, and only representatives from the City and County of Los Angeles are seated on the LAHSA Commission. There are 84 other cities in the County that are also part of the LA Continuum of Care that do not have representation at the level where the most impactful decisions about homelessness are made. Instead, cities are considered as one of many stakeholders within the process, rather than as an independent partner that is also responsible for providing services to its residents. County Departments that provide numerous services to PEH have a seat at the table in discussions on how to address homelessness. However, departments that provide services to PEH in the other 84 cities are not a recognized part of these discussions. Without a seat at the table, it is impossible for true collaboration with all cities.

The SGVCOG recognizes that collaboration is challenging in a region so large and diverse, with thirty-one jurisdictions in the San Gabriel Valley, each with its own council members, ordinances, programs, and staff. However, it is critical to providing the most effective services and resources to our unhoused residents. San Gabriel Valley cities have a shared goal of ending homelessness,

and each city implements the approach that is most responsive to the needs of all of its community members and is based on the resources available, historical knowledge of their communities, and previous experiences.

LAHSA programs could benefit from the close relationship that cities have with their communities and their knowledge of local conditions. To do this, there must be an effort to understand the specific needs of these small communities and collaborate with jurisdictions to implement these more targeted approaches.

Lack of Funding for Locally-Based and Supported Initiatives and Programs

Cities have had limited access to funding that can be used to develop and implement programs that would best serve their communities. This is despite the fact that County residents passed Measure H, voting to tax themselves to provide additional resources to address homelessness. Other tax measures - Measure W (Water), Measure A (Parks), Measure M (Transportation), Measure R (Transportation) - have all included a “local return” component that have allowed cities to implement these unique programs. In each of these instances, the “local return” is only one component of the funding allocation, and there is still significant funding that is allocated towards regional projects and programs.

Local return is missing from Measure H. Instead, Measure H funding is managed by the County, where cities participate merely as minor stakeholders amongst a group of other stakeholders. This mindset has been demonstrated in the various stakeholder meetings used to develop the Measure H Approved Strategies to Combat Homelessness. At these meetings, the majority of representatives have been from County departments or the homeless services system, with very limited representation from cities.

As a result, cities have had limited access to funding that could be used to develop and implement programs that would best serve their communities. This has severely limited cities’ flexibility or creativity to create programs that uniquely serve their own communities. Moreover, even when cities propose an innovative solution, it does not appear to be taken seriously unless it can be applied County-wide.

Examples

Specific examples demonstrating the lack of locally-available funding are as follows:

- **Burdensome Funding Requirements:** When Measure H funding from the County is provided, it comes with numerous restrictions. When cities received grants for the implementation of their homeless plans, the County placed restrictions on how the funding could be used and provided cities with little ability to reprogram funds. This left funding that could have supported PEH unused because cities could not use the funds as originally intended but also could not reprogram it. Funding also cannot be used for law enforcement, even if the funding is not used for enforcement activities. Funding also has program standards which small cities are not equipped to provide, such as retaining Licensed Clinical Social Worker (LCSW) level staff. This is especially problematic given that many small cities cannot support enough city staffing to adequately address homelessness issues. Finally, LAHSA appears to apply Federal restrictions to the Measure H, locally-generated

funds. These overly-burdensome requirements do not increase the transparency or effectiveness of the use of funds - they merely increase the time and capacity required by cities and LAHSA to administer and implement the funds.

- **Prohibition on Funding for Law Enforcement Implementation:** In some communities, police or fire departments are the first responders to PEH in their communities and, as such, lead cities' homeless response efforts. With limited resources, cities must use the resources that they have in order to make an impact. Moreover, police officers are on the streets in their communities and often know their local homeless populations. However, with LAHSA's and the County's restrictions, cities that engage their law enforcement to implement homeless programs are precluded from many resources that could support their efforts to address homelessness. They do not have access to data; they have limited access to the county-wide resources that are intended to serve the whole County. Law enforcement has been prevented from communicating directly with the SPA 3 outreach coordinator, even though a strong prior relationship existed. While partnerships with LAHSA's Homeless Engagement Teams (HET) have been made, these teams don't have the resources to adequately communicate and build partnerships with each city. Departments have specialized staff and trained mental health personnel that respond to the homeless within their communities and help to place PEH into housing. For example, in Monterey Park, where the Police Department leads homeless outreach efforts and where several Project Roomkey sites were located, officers were able to house several individuals in temporary Project Roomkey housing. Monterey Park officers worked closely with their assigned County Mental Health team to provide mental health services to those PEH in need.

With LAHSA's and the County's restrictions, cities that engage their law enforcement to implement homeless programs are precluded from many resources that could support their efforts to address homelessness. These blanket determinations prohibiting engagement with law enforcement have hampered efforts to address homelessness in those communities. PEH would be better served by improving coordination and identifying opportunities to fund those innovative and unique programs, even if they fall within law enforcement agencies. In the longer-term, PEH would also be well-served by efforts to develop and implement a mental health-first response, rather than enforcement, first response. The SGVCOG is currently undertaking an effort to incorporate these services on a regional level. However, even as this effort advances, law enforcement will play a role and, to most effectively provide services to PEH, they should be provided with access to the data and services to do so effectively.

Key Cause: Lack of Understanding of Cities

The 31 independent cities in the San Gabriel Valley - and an additional 54 other independent cities also in the LA Continuum of Care - are each unique, and operate differently from the City and County of Los Angeles. Cities have unique and diverse stakeholders and different programs, procedures, and policies to serve these stakeholders. Neither LAHSA nor the County Homeless Initiative appears to understand this diversity or to value the diversity and information that cities do bring to the table. As discussed previously, cities have an intimate knowledge of their communities, as well as their homeless populations. The overall homeless services system would benefit greatly if LAHSA and the Homeless Initiative made a more concerted effort to understand

the diversity of individual cities and worked with them to support more localized homelessness programs, rather than try to apply a one-size-fits-all approach across the entire County.

City government is the most effective level of government where residents, service providers, faith communities, businesses, and non-profit organizations can work together to develop solutions that work best for their communities. Acknowledging this fact would allow for more opportunities to identify and implement unique solutions.

Poor Communication and Lack of Transparency

As alluded to previously, there is poor communication between LAHSA, the County, and cities. Cities have no centralized point of contact at LAHSA or the County, nor do they have access to appropriate contacts that can answer questions about programs, respond to concerns, and provide data about PEH served in their communities. Further complicating these issues is that cities often interact with LAHSA in both its capacity as an administrator of funding and as a direct service provider through its outreach teams.

When cities are able to find appropriate contacts, it can be difficult to get clear and concise direction from LAHSA and the County. At times, staff receive different answers from different people, creating confusion and making program implementation more difficult. It often seems that information is being withheld from cities, creating the appearance of a lack of transparency.

Examples

Specific examples of this lack of communication and transparency are as follows:

- **Data Sharing:** HMIS is the critical component of data sharing in the County's homeless services system. However, staff are often denied access. In some instances, HMIS access is denied because city staff are members of law enforcement, or, in some cases, simply work closely with law enforcement. Cities are working to use HMIS as a part of an effort to better coordinate their services with the broader system, to share knowledge of individual clients' whereabouts, and to better target city resources and avoid duplication. Without HMIS access, cities are hindered from embracing the principles of the Coordinated Entry System (CES) - intended to be a no-wrong door, county-wide system - while at the same time being encouraged to follow the CES process. It has led to numerous instances of cities working with a particular person experiencing homelessness, only to learn later that they had a case manager elsewhere actively looking for them, or that a service provider was working with someone actively receiving services from a city program. Alternatively, when clients working with a city are later connected to services, their new provider does not have the context which could have been already entered into HMIS. Though cities attempt to facilitate information sharing through individual communications, this is much less efficient or effective. There likely are legitimate issues related to privacy; however, LAHSA has not partnered with cities to attempt to overcome these issues. With genuine collaboration and communication, LAHSA could learn from other contexts in which cities or law enforcement have access to sensitive information and apply these best practices to HMIS and other data.

Without full access to data and information-sharing systems, work done by cities or smaller community-based providers (either separately or in coordination with cities) is not effectively coordinated within the system. As a result, services remain fractured. Even as new initiatives, such as Housing Central Command, aim to unify diverse resources, smaller cities or independent public housing authorities are not included. The need for improved communication is especially critical when cities are impacted by homelessness in areas outside of their jurisdiction. Cities have few options related to homelessness in County parks or Caltrans property within or near their borders, or in unincorporated County which borders the city, and which may not even be in the same SPA.

- **Undermining Public Support for and Success of Measure H:** Beyond the impact on PEH, these problems jeopardize the success of Measure H and challenge the goodwill of residents that want to see progress in addressing homeless in their communities. San Gabriel Valley cities receive numerous complaints regarding the lack of progress made surrounding homelessness, despite the promises of Measure H. Cities, shut off from influencing the services delivery system, cannot assist in a meaningful way. Cities that do not have their own housing navigators - funded using separate funding - or existing relationships with CES providers or outreach teams can only themselves access services for their homeless residents by using the Homeless Outreach Portal (LA-HOP), which can only commit to a response within days. Alternatively, cities can direct their residents to use the same process to request services. If and when an outreach team arrives days later - at which time the PEH may or may not still be there in need of services - nothing appears to change. Then, when programs like Project Roomkey are launched in a community and are not preceded by community engagement, city staff and elected officials are the ones responsible for addressing community complaints. Because they are provided little or no information - and are not in control of the programs, they have little to offer. Community members who wish to serve their homeless neighbors have comparatively few options to get involved. This sours future support in communities for any measure to extend homeless services funding, putting in jeopardy the future of Measure H, as well as the system we have all worked so hard to build.

Key Cause: Lack of Trust

It appears that LAHSA and the County do not trust the cities' partnership in addressing homelessness. They do not appear to trust cities' ability to develop and administer programs responsibly, nor do they appear to trust cities to appropriately use the data to serve their homeless populations. LAHSA and the County have focused on creating an overarching system and establishing best practices but have not actively involved the cities in this process. As a result, an understanding of local context and situation is not included.

Our cities truly are willing partners in the fight against homelessness and having more communication with and trust in cities to develop and implement programs that are responsive to the local communities will lead to a stronger system. Currently, nonexistent and/or slow communication prevents the timely resolution of problems, creates confusion, and, ultimately makes program implementation more difficult. It undermines the intended approach of CES and the County homeless system to have a no-wrong door approach and ensure that PEH receive services as quickly and efficiently as possible.

Cities have developed - and want to continue to develop - their own programs that serve their communities, and they want these programs to be recognized as legitimate components of the County's homeless services system.

POTENTIAL SOLUTIONS

The SGVCOG believes there are multiple alternatives that would address the issues discussed in detail in the previous section. The SGVCOG believes these alternatives would strengthen the County's overall homeless services delivery system. These alternatives would be more responsive to the partners in small cities around the County and allow for more robust collaboration and coordination between all partners participating in the fight to end homelessness in LA County.

Our proposed solutions include both recommendations to improve the system at a high level as well as smaller-scale adjustments to be made concurrently. While most of these recommendations focus on LAHSA, we recognize that many would instead require changes to the policies of the County and its respective departments. In particular, our recommendations 1b, 2b, 2c, 2d, 2e, 3a, and 3c are just as applicable to the County system as to LAHSA. All fall into one of the following categories:

- Increasing Representation Within the Current System
- More Autonomy Within the Current System
- Additional Improvements to the Current System
- Independent Control

Our hope is that it will be possible to resolve the issues identified without necessitating a wholesale overhaul of the current system or the creation of new entities. We believe that starting from scratch in that way is only in the best interest of all involved if sufficient alternatives cannot be agreed upon. To that end, it is our intent to only advocate for the options in the "Independent Control" category after first attempting to find an agreeable resolution to our concerns from among the other categories.

Increasing Representation Within the Current System

Recommendation 1a: Increase Representation and Seats on the LAHSA Commission

The SGVCOG believes that, within the current system, there must be increased representation for jurisdictions besides the City and County of Los Angeles. Seats should be added to the LAHSA Commission, to provide a voice to and increase knowledge of other areas of the region and smaller cities.

The SGVCOG proposes that jurisdictions other than the City of Los Angeles and the County of Los Angeles should have representation that is equal to that of the City and the County. Four potential approaches are summarized in Table 1, below.

Model	Representation Structure
Add Council of Government (COG) Based Representation	<ul style="list-style-type: none"> ● 5 seats for the City of Los Angeles ● 5 seats for the County of Los Angeles ● 5 seats allocated to COGs according to their population, excluding portions in the City of Los Angeles and unincorporated County. That could be divided potentially as follows: <ul style="list-style-type: none"> ● San Gabriel Valley COG (approx. 2 million people) ● Gateway Cities COG (approx. 2 million people) ● South Bay Cities COG (approx. 1.3 million people) ● Westside Cities COG and the Las Virgenes/Malibu COG (Combined) (approx. 500,000 people) ● San Fernando COG, Arroyo Verdugo COG, and North Los Angeles County COG (Combined) (approx. 1.35 million people)
Los Angeles County Metropolitan Transportation Authority (Metro) board	<ul style="list-style-type: none"> ● 5 seats for the City of Los Angeles ● 5 seats for the County of Los Angeles ● 5 seats selected by the City Selection Committee
Add Service Planning Area (SPA) Based Representation	<ul style="list-style-type: none"> ● 5 seats for the City of Los Angeles ● 5 seats for the County of Los Angeles ● 5 seats allocated to all 8 SPAs according to their population, excluding portions in the City of Los Angeles and unincorporated County. That could be divided potentially as follows: <ul style="list-style-type: none"> ● SPAs 1 and 2 (Combined) (approx. 1.3 million people) ● SPA 3 (approx. 2 million people) ● SPAs 4 and 5 (Combined) (approx. 550,000 people) ● SPA 7 (approx. 2 million people) ● SPAs 6 and 8 (Combined) (approx. 1.8 million people)
King County (Seattle) Regional Homelessness Authority	<ul style="list-style-type: none"> ● A Governing Committee <ul style="list-style-type: none"> ● One seat for the Mayor of Los Angeles, three seats for LA Councilmembers ● Five seats for the Supervisors ● Five seats for elected officials representing the other 87 cities ● Two seats representing people with lived experience with homelessness ● An Implementation Board of twelve members with specialized skills and experience appointed by the County, the City of Los Angeles and the smaller cities in the County.

**Table 1.
Summary of Possible Governance Structures.**

Many problems identified stem from the fact that LAHSA does not represent the other 84 cities in LA County that are also members of the LA CoC and behaves accordingly. While this solution does not solve other specific problems immediately, it allows for appropriate representation to ensure issues in all categories can be addressed over time. It takes the existing structure and improves it incrementally, preventing the disruption associated with building out a new system. Because small cities would have direct authority within the LAHSA structure, LAHSA staff would start to appropriately prioritize their needs, and those cities would have advocates within LAHSA they could call upon as specific situations arise. It also would provide cities with trusted insight into how decisions are being made.

Issue(s) Addressed

- Lack of Collaborative Relationship with Smaller Cities
- Lack of Funding for Locally-Based and Supported Initiatives and Programs
- Poor Communication and Lack of Transparency.

Key Considerations

We recommend an option that provides representation directly to COGs so that the representatives can be more fully accountable to the diverse interests of cities within those regions, rather than only the city they represent. If such alternatives are chosen, the portions of each COG or SPA which are composed of the City of Los Angeles or unincorporated County should not be considered for population weighting purposes, and those entities should recuse themselves from the selection of representatives. Otherwise, this will continue to provide them with disproportionate influence over the homeless services system. Where a seat is to be shared by multiple COG's or SPA's, they could be provided with the option of jointly selecting their representative or rotating who makes the selection. Additionally, policies would need to be created surrounding cities which are not members of any COG or are members of multiple COG's.

This change must still be accompanied by a shift in perspective by LAHSA to view cities and their commissioners as full partners and to endeavor to understand how cities function. Because small cities would not be able to collectively enact any change on their own even with five votes, cities would need to feel assured that the voices of their new commissioners would be listened to.

Critically, this would not resolve cities' concerns as to funding allocations and other decisions related to homelessness made by the County, which must be addressed separately.

Recommendation 1b: Increase Small City Representation on Stakeholder Groups

The SGVCOG requests that LAHSA and the County commit to providing seats dedicated to small cities on advisory bodies, ad hoc committees, and/or stakeholder groups whenever they are formed. The County Homeless Initiative and County Departments should make frequent use of such groups when making decisions which affect the entire County. This will allow for important, otherwise overlooked considerations to be raised from the beginning and provide cities with influence in more areas.

Specifically, the County should form a standing advisory group comprised of cities to provide input on funding decisions. This will better ensure equitable distribution of Measure H funding to regions and jurisdictions around the County.

Issue(s) Addressed

- Lack of Collaborative Relationship with Smaller Cities

Key Considerations

A thoughtful process would need to be developed to determine which entities select these representatives. Those selected would need to bring the perspective of small cities as a group, but it is also necessary for each region to advocate for their distinct needs. Whenever possible, representation from multiple areas should be provided. We also recommend adding additional seats to such bodies for people with lived experience with homelessness.

More Autonomy Within the Current System

Recommendation 2a: Modify LAHSA’s Mission to Acknowledge its Services to All Cities

The SGVCOG recommends modifications to LAHSA’s mission to specify that it represents and services all 85 cities that are members of the LA CoC, to clarify responsibilities, and to provide more responsibilities to the cities. This would include, for example, committing to always consult cities for input on siting locations and for developing overall strategy in each area. By including the need to be accountable to smaller cities in its mission, LAHSA staff would better grasp the importance of understanding the priorities and structures of all member cities. By requiring that LAHSA obtain early input from cities on matters which affect them, strategies will be better tailored to local needs and foreseeable problems would be averted.

Issue(s) Addressed

- Lack of Collaborative Relationship with Smaller Cities

Key Considerations

Modifications to written policy must be accompanied by good faith collaboration. Because any outline of responsibilities will not be able to capture all circumstances, it will be important to develop strong relationships and active lines of communication to address each new situation.

Recommendation 2b: Incorporate City Input into Program Design

Cities should be given the opportunity to provide input on program design and on the development of Requests for Proposals (RFPs) and Scopes of Required Services, as well as a process to request exemptions from certain requirements. This should also include public funding related to homelessness administered through any County department. This would allow for the removal of barriers to small cities or small providers being awarded funding through the LAHSA RFP process or otherwise. These changes could include, but not be limited to:

- Allowing for programs to target a catchment area approved by the cities but smaller than the whole SPA.
- Removing requirements related to having Licensed Clinical Social Worker level staff.
- Removing prohibitions on funding law enforcement.

This would better facilitate cities being directly awarded funding and to support smaller scale programs by trusted community providers. Both cities and smaller-scale community providers are sometimes unable to meet the program requirements that LAHSA and/or the County require, which unreasonably restricts funding to larger social services providers with the expansive

infrastructure necessary to meet these program requirements. It would allow cities who operate their local homeless services through or in close coordination with their police departments to continue these programs, taking advantage of the knowledge that police departments have of their communities. It would allow cities to prioritize the use of surplus or underutilized public properties in innovative ways.

While homelessness is a regional issue, the SPA is too broad a catchment area for providing services and housing to PEH in a region as large and diverse as the San Gabriel Valley. This requirement could prevent PEH from receiving services in their own communities. For many in our region, PEH may be unable to receive services in their community, separating them from those who speak their language or from foods from their community of origin. This undermines our shared goals related to cultural competency. Our communities may be understanding of serving some PEH from neighboring cities, but requiring the acceptance of referrals from the entire SPA can displace PEH from their established communities, which serves neither housed nor unhoused residents of the San Gabriel Valley. Allowing cities to collaboratively determine a local catchment area of 2-5 cities solves these problems while allowing for flexibility.

Issue(s) Addressed

- Lack of Funding for Locally-Based and Supported Initiatives and Programs

Key Considerations

This process would need to be ongoing and allow for flexibility as new programs are designed or new problems are identified.

Recommendation 2c: Create No-Wrong Door Communication Approach with Cities

LAHSA and the County should provide a “no wrong door” style central point of contact for cities who would be empowered to determine answers to new, city-specific problems. LAHSA and the County would develop better, formal mechanisms within their own structures for engaging with cities as stakeholders and incorporating their input when making decisions.

This would solve a variety of issues related to a collaborative relationship and responsiveness to questions or needs. It would create a mechanism for solutions to novel problems to be developed in a timely manner. This point of contact could be tasked with ensuring there is always outreach to cities when a new program may be located in their jurisdiction.

Issue(s) Addressed

- Poor Communication and Lack of Transparency
- Lack of Collaborative Relationship with Smaller Cities

Key Considerations

A key element to this solution is that the contact would have the ability to prioritize these issues within LAHSA and facilitate decision making. Providing a single point of contact without this ability only solves a small portion of the problem.

Recommendation 2d: Make Funding and Programming Decisions at the SPA-level

Funding and programming decisions should be made at the SPA-level rather than at the County-level, incorporating meaningful input and engagement from stakeholders in each SPA. This could

include distinct allocations for each Measure H strategy to each SPA and/or SPA-specific RFPs. This could also include allowing SPAs to determine the most impactful ways of allocating funding and implementing programs at the SPA-level, for example developing catchment areas for the purposes of providing services to PEH. This could resolve issues of a mismatch between the strategies for programs and funding determined for each sub-region at the County level and their actual needs. This could also allow for SPAs to develop a more thoughtful approach to providing services and housing for PEH

Issue(s) Addressed

- Lack of Funding for Locally-Based and Supported Initiatives and Programs

Key Considerations

A thoughtful engagement of SPA-level stakeholders would be needed to make these decisions.

Recommendation 2e: Increase Measure H Allocations to Cities and COGs

The County should increase the Measure H allocation to cities and COGs, with a dedicated minimum funding level for each year.

Ensuring a consistent local return will bring Measure H more in line with other County sales tax measures. It would help to address a variety of concerns which were raised with respect to local control and needs. Creating more locally-controlled programs allows for more responsiveness to community concerns and improves public perception about the impact made by Measure H.

Issue(s) Addressed

- Lack of Funding for Locally-Based and Supported Initiatives and Programs
- Lack of Collaborative Relationship with Smaller Cities

Key Considerations

The use of previous allocations of funding to COGs demonstrated their ability to use this funding effectively to create city-specific programs while also maximizing opportunities to build regional partnerships and economies of scale. By providing dedicated funding on an ongoing basis, it will become possible to create long-term programs.

Recommendation 2f: Collect Input on the PIT Methodology from Cities Prior to Finalizing

LAHSA should provide an opportunity for input from each City on the data and methodology used to calculate their city level PIT count before it is finalized, as may be possible within HUD guidelines. This can include input on the correct multiplier to use for the number of individuals per car, tent, or makeshift structure, as well as ensuring the census includes a count of areas within each city with disproportionately high or low concentrations of unsheltered individuals.

This lowers the likelihood of an official overcount or undercount which is at odds with the observations of those who know the city well. It prevents fluctuations from year to year related more to how the count was conducted than changes in reality. It will allow for better data related to the geographic distribution of the homeless population within SPA 3 to inform program targeting decisions.

Issue(s) Addressed

- Lack of Collaborative Relationship with Smaller Cities

Key Considerations

Cities can provide valuable information about their homeless population both when planning for the PIT count and when functioning as a check against inaccurate data or conclusions afterwards.

Additional Improvements to the Current System

Recommendation 3a: Increase Flexibility in Implementing Programs

LAHSA and the County should provide increased flexibility in implementing programs. Overall, there should be more flexibility, whether through modifications to existing program types or the option of proposing new ones. This could include, for example, funding more, smaller programs rather than fewer, larger programs, or the funding of creative programs proposed by cities. LAHSA should not set minimum numbers of PEH to be served by proposed programs and should not restrict the number of providers to be awarded in each SPA. Program funding levels should be set to make smaller programs feasible. This would allow for more access centers, interim housing programs, winter shelters, safe parking sites, and rapid rehousing providers. Currently, the limited number of these programs in each SPA hinders program access by PEH, prevents access to funds by smaller providers, and leads to greater neighborhood pushback as compared to the same funds split across more programs. Program implementation should acknowledge the resources and needs across the region. For example, there should be a greater priority placed on expanding resources for those that suffer with mental health and substance abuse challenges. Program implementation should focus on identifying opportunities to use and expand existing programs and facilities, including vacant, government-owned buildings, to better provide the services these individuals need to rebuild their lives.

This will allow for versions of programs which fit better into communities or otherwise better meet local needs. Using the same amount of funding for smaller programs allows for better geographic distribution, lowers neighborhood impact, and facilitates the participation of smaller providers. For example, in the 2020 Access Centers RFP, in which LAHSA added more funding overall to SPA 3 but did not increase the number of sites. The funding available would have been sufficient to fund two or three smaller programs capable of carrying out the full scope of required services. The current approach leaves most of the region without any nearby access center.

Issue(s) Addressed

- Lack of Funding for Locally-Based and Supported Initiatives and Programs

Key Considerations

This should be addressed both through the creation of the “menu” of programs available to be implemented, but also within RFP documents themselves. RFPs should be less specific in mandating, for example, how many programs will be selected per SPA, and should state more generally the goals that programs must meet, allowing for some discretion in the proposal itself.

Recommendation 3b: Allow Cities to Access HMIS

LAHSA should create a streamlined way for cities to access HMIS and collaborating to resolve any legitimate privacy concerns. LAHSA should provide a clear process for beginning HMIS participation, and standard policies related to privacy concerns cities are likely to face.

This will allow cities to participate in HMIS who do not currently do so either because of lack of a clear avenue to gain access, or because they are prohibited from doing so. Where privacy concerns must be addressed, a collaborative process could result in cities adopting the appropriate policies to resolve them.

Issue(s) Addressed

- Poor Communication and Lack of Transparency

Key Considerations

This should include a clear mechanism to produce city level data and reports to best take advantage of increased HMIS use.

Recommendation 3c: Better Integrate Law Enforcement into Homeless Response

LAHSA and the County should better incorporate homeless outreach within law enforcement. This could be based on the existing model operated by the Department of Mental Health (DMH) with local law enforcement. For example, Monterey Park has a DMH psychiatric social worker assigned to their police department. This person works in conjunction with their officers who focus on homeless outreach. This clinician is mandated to follow the County’s privacy and program standards and policies, but this individual is integrated with this local city team. LAHSA could utilize a similar model, assigning an outreach worker to each independent city or to groups of cities depending on their size and/or PIT count. This integration could better tailor outreach to specific community needs.

This will allow the homeless services system to take advantage of the knowledge local law enforcement has of their city. It will reduce fragmentation between the larger system and the work currently taking place in cities who operate their homelessness programs through their police departments.

Issue(s) Addressed

- Poor Communication and Lack of Transparency
- Lack of Collaborative Relationship with Smaller Cities

Key Considerations

The appropriate points of contact and areas for integration will vary by city depending on their law enforcement structure or methods of operating homeless services within their city.

Recommendation 3d: Expand Participation in Housing Central Command

LAHSA and the County should expand participation in Housing Central Command by smaller cities and independent public housing authorities (PHAs) once it expands beyond its pilot phase. This would better streamline the use of these entity’s resources to address homelessness in their communities.

Issue(s) Addressed

- Poor Communication and Lack of Transparency

Key Considerations

PHAs have different policies and differing approaches to homelessness which may influence their relationship to Housing Central Command.

Independent Control

Should all attempts to reform or restructure LAHSA fail or be determined to be infeasible, the San Gabriel Valley could pursue the creation or expansion of an entity or entities independent of LAHSA to administer and manage Measure H and other funding. This could include:

- Administration of the majority of funds and programs directly through the COGs
- Forming new homeless services authorities to serve each sub-region.
- Forming a new homeless services authority to serve the County minus the City of LA
- Administration of the majority of funds and programs directly through each city.

Such an entity or entities could, with the necessary approvals, join the Pasadena, Glendale, or Long Beach Continuums of Care (CoC) or create independent CoCs.

Managing funding independently would allow cities to solve all or most of the problems we have identified. Because such an overhaul comes with downsides in terms of disruption of the current system, we hope that these problems can be resolved through other means. However, we view these options as effective solutions to prioritize if other methods fail.

These smaller entities also may be better equipped to act as the fiscal agent to administer funds, as LAHSA struggles to do. Smaller entities could provide more timely payments to providers and cities and be responsive to fiscal questions.

Issue(s) Addressed

- Lack of Collaborative Relationship with Smaller Cities
- Lack of Funding for Locally-Based and Supported Initiatives and Programs
- Poor Communication and Lack of Transparency

Key Considerations

The governance structure of any new entity created would need to be thoughtful to ensure problems of representation are not duplicated and that the needs of all member cities are taken into account. Additionally, Measure H funding would need to be allocated to the respective entities proportionally, either by PIT count, population, or amount of sales taxes collected within their borders. The costs associated with these options should be borne by new or existing County funding.

Recommendation	Collaboration with Smaller Cities	Funding for Local Programs	Communication and Transparency
Additional LAHSA Commission seats for smaller cities	X	X	X
Dedicated seats for smaller cities on advisory bodies, ad hoc committees, and/or stakeholder groups.	X		
Expansion/clarification of LAHSA’s mission and responsibilities to specify that it represents and serves all 88 cities.	X		
Formally incorporate cities’ input into program design, RFPS, and SOWS and allow cities to be exempted from certain RFP requirements		X	
Provide a “no wrong door” style central point of contact for cities who would be empowered to determine answers to new, city-specific problems.	X		X
Making funding and programming decisions at the SPA-level rather than Countywide.		X	
Increasing the Measure H allocation to cities and COG’s, with a dedicated minimum annual funding level.	X	X	
Providing an opportunity for input from each City on the data and methodology used to calculate their city level PIT count before it is finalized.	X		
Increased flexibility in implementing programs.		X	
Streamline access for cities to HMIS, collaborating to resolve any legitimate privacy concerns.			X
Better incorporating homeless outreach within law enforcement.	X		X

Participation in Housing Central Command by smaller cities and independent public housing authorities.			X
The selection of an entity or entities independent of LAHSA to manage Measure H and other funding.	X	X	X

**Table 2.
Summary of Proposed Recommendations.**

DEMONSTRATING COMMITMENT TO QUALITY PROGRAMS AND SERVICES

The San Gabriel Valley is committed to continuing to pursue philosophies which lead to quality programs and services and align with nationally recognized best practices. Our existing practices and plans demonstrate this, and we intend to deepen our commitment to them as our work expands. This demonstrates that funding will be used effectively as the San Gabriel Valley is provided with more autonomy as our recommended solutions are put into effect. While this may look different depending on the level of autonomy provided, these principles will guide the work to combat homelessness in the San Gabriel Valley regardless.

Pursuing Best Practices

All programs in the San Gabriel Valley will follow nationally and regionally recognized best practices, such as those mandated by HUD or recommended by the National Alliance to End Homelessness. These include, but are not limited to, Housing First, Harm Reduction, Trauma-informed Care, Cultural Competency, and a focus on equity, including racial equity and a distribution of funds and services among subpopulations.

Our programs will be operated in accordance with program standards, facilities standards, and performance targets substantially similar to those currently in use by LAHSA. They will follow best practices in terms of caseload ratios and the use of interventions such as motivational interviewing. With respect to unsheltered homelessness in our communities, cities will follow a public health approach which prioritizes services over enforcement as recommended by LAHSA's Principles and Practices for Local Responses to Unsheltered Homelessness. PEH served in our communities will benefit from non-discrimination, equal access, and grievance policies similar to those currently in use. Overall, funds which cities or the COG control will be put to use according to the Measure H strategies.

In order to support the implementation of these philosophies, staff at individual cities who focus on homelessness will provide education on the importance of these best practices to their city councils, particularly to councilmembers who may sit on the LAHSA commission or other boards which oversee homeless services.

CES Participation and Regional Services

Programs in the San Gabriel Valley will participate in the Coordinated Entry System and operate from a regional perspective. Our work will continue to prioritize administering the VI-SPDAT in all programs and entering all participants into CES. City or COG funded programs will require collaboration with CES providers through case conferencing and other venues. Any permanent housing we control will be allocated according to LA County CES prioritization policies. Our programs will participate in HMIS and use it to the fullest extent possible. The only exception to this would be where prohibited by LAHSA, as outlined in the "problems" section of this paper.

Site based programs, such as interim housing, will be structured to serve a portion of the region. Many of our cities already address homelessness in cohorts of neighboring cities. As locally-controlled homelessness programming expands, the remaining cities can form themselves into self-selected cohorts of two to five cities each. These cohorts will form the basis of the catchment

area that each site based program would serve, rather than the entire SPA, and eligibility criteria would include having contact with an outreach team while in that area or otherwise having ties to a member city. In this way, local programs will have a regional approach while serving PEH from the communities where the sites are located.

Use of Local Resources and Control

Our communities commit to using local resources and control to effectively expand the homeless services delivery system. Once the above-mentioned cohorts of cities are formed, we will work to site interim housing beds in each one. By doing so, interim housing options will be available to PEH anywhere in the SPA, resolving a key limitation of this approach. The number of beds within each catchment area will be in accordance with targets to be determined at a later time, for example, 10% of each area's PIT count.

It will be important for member cities to maintain a level of control over beds in their catchment area. This could include the targeting of specific encampments, the use of preference lists, or a set-aside of beds to be filled specifically by city referral. This will not preclude the integration of interim housing into CES, such as by using eligibility criteria related to acuity or housing match status.

Our communities will also support the siting of permanent supportive housing within our communities. We will prioritize using surplus land for homeless services and affordable housing and are actively working to identify parcels for this purpose. We will also prioritize leveraging funding such as CDBG and the Regional Housing Trust to support regional goals. Our cities will prioritize the use of surplus or underutilized public properties, particularly to address the needs of those with mental illness or substance use disorder.

CONCLUSION

The challenges and recommendations emphasized in the sections above highlight the opportunity for all stakeholders in the County of Los Angeles to come together and build a comprehensive, coordinated, Countywide structure and strategy to end the shame of tens of thousands of people living on our streets. Business-as-usual will not solve this problem, so all County stakeholders must rise to face this challenge. The SGVCOG looks forward to actively participating in the formation of a better and more responsive homeless services system for all.



JANUARY 2021

Housing & Homelessness Report



SGVCOG
San Gabriel Valley Council of Governments



**San Gabriel Valley
Regional Housing Trust**

CONTENTS



01	Background	20	Landlord Outreach and Incentive Program
03	San Gabriel Valley Regional Housing Trust	22	Homeless Services Coordination Program
09	City Homelessness Programs	24	Homeless, Mental Health, and Crisis Response Study
18	Homeless Plan Development	27	Hygiene Program

CITY PROGRAM OVERVIEWS

31	Alhambra	37	Diamond Bar	43	La Verne	49	San Dimas
32	Arcadia	38	Duarte	44	Monrovia	50	San Gabriel
33	Azusa	39	El Monte	45	Montebello	51	South El Monte
34	Baldwin Park	40	Glendora	46	Monterey Park	52	South Pasadena
35	Claremont	41	Irwindale	47	Pomona	53	Temple City
36	Covina	42	La Puente	48	Rosemead	54	West Covina



BACKGROUND

In 2019 and 2020, the San Gabriel Valley Council of Governments (SGVCOG) was awarded more than \$7.2 million – through a \$5.6 million State budget allocation, a \$1.5 million Los Angeles County Measure H Innovation Funds allocation, and a \$113,320 State COVID-19 Emergency Homelessness Funds allocation via the County – to support housing and homelessness programs in the San Gabriel Valley. Given that homelessness is a multi-faceted crisis, the SGVCOG aims to tackle homelessness with a multi-faceted approach.

\$5.6M IN STATE FUNDING

\$1.5M IN COUNTY FUNDING

\$113K IN COVID-19 EMERGENCY FUNDS

\$7.2M IN TOTAL FUNDING

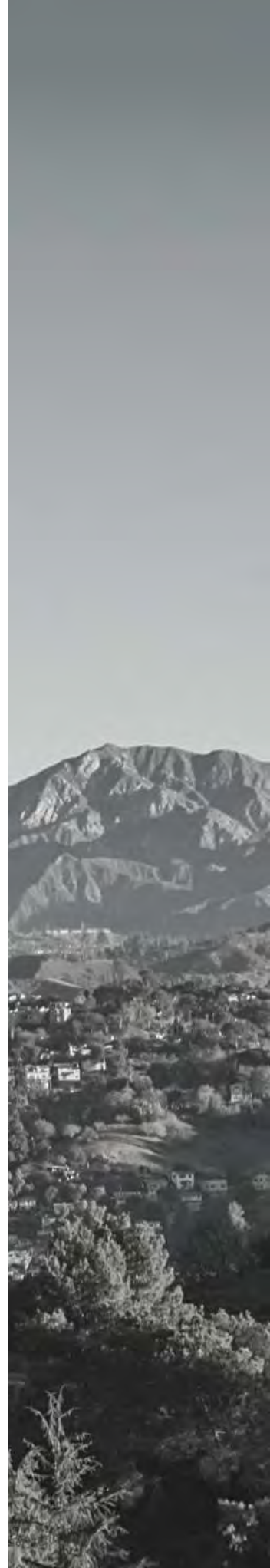
Based on extensive stakeholder engagement, the following ten regional needs were identified. The SGVCOG Governing Board allocated funding to ten categories of programming accordingly.

- **Affordable housing** to meet current demand and to stop the inflow to homelessness due to inadequate housing supply
- **City homeless plan implementation resources**
- **Development of homeless plans** for those cities that had not previously completed plans
- **Prevention and diversion assistance** and problem solving resources to prevent residents from becoming homeless
- **Pilot programs** to test innovative, scalable solutions to homelessness
- **Workforce development and training** for youth at risk of homelessness
- **Landlord outreach and incentives** to encourage landlords to accept tenants who are experiencing homelessness
- **Increased City-service provider coordination** to build capacity
- **Alternative crisis response** for people experiencing homelessness (PEH) and mental health crises

By Spring 2020 with the outbreak of COVID-19, an additional urgent need became clear:

- **Increased access to hygiene services to mitigate the spread of COVID-19** in our unhoused neighbors

These ten categories of programming aim to both serve people actively experiencing homelessness and to stop the inflow into homelessness. By fall 2020, all programs were underway.



An aerial photograph of the San Gabriel Valley region, showing a dense residential area in the foreground and a city skyline in the distance. A large, dark blue rectangular box is superimposed over the center of the image, containing the text 'SAN GABRIEL VALLEY REGIONAL HOUSING TRUST' in white, bold, uppercase letters.

SAN GABRIEL VALLEY REGIONAL HOUSING TRUST



SAN GABRIEL VALLEY REGIONAL HOUSING TRUST

21 MEMBER CITIES

\$1.55M IN INITIAL FUNDING

\$1.00M IN STATE FUNDING FOR CAPITAL COSTS

\$350K IN COUNTY FUNDING FOR CAPITAL COSTS

\$200K IN COUNTY FUNDING FOR OPERATIONS

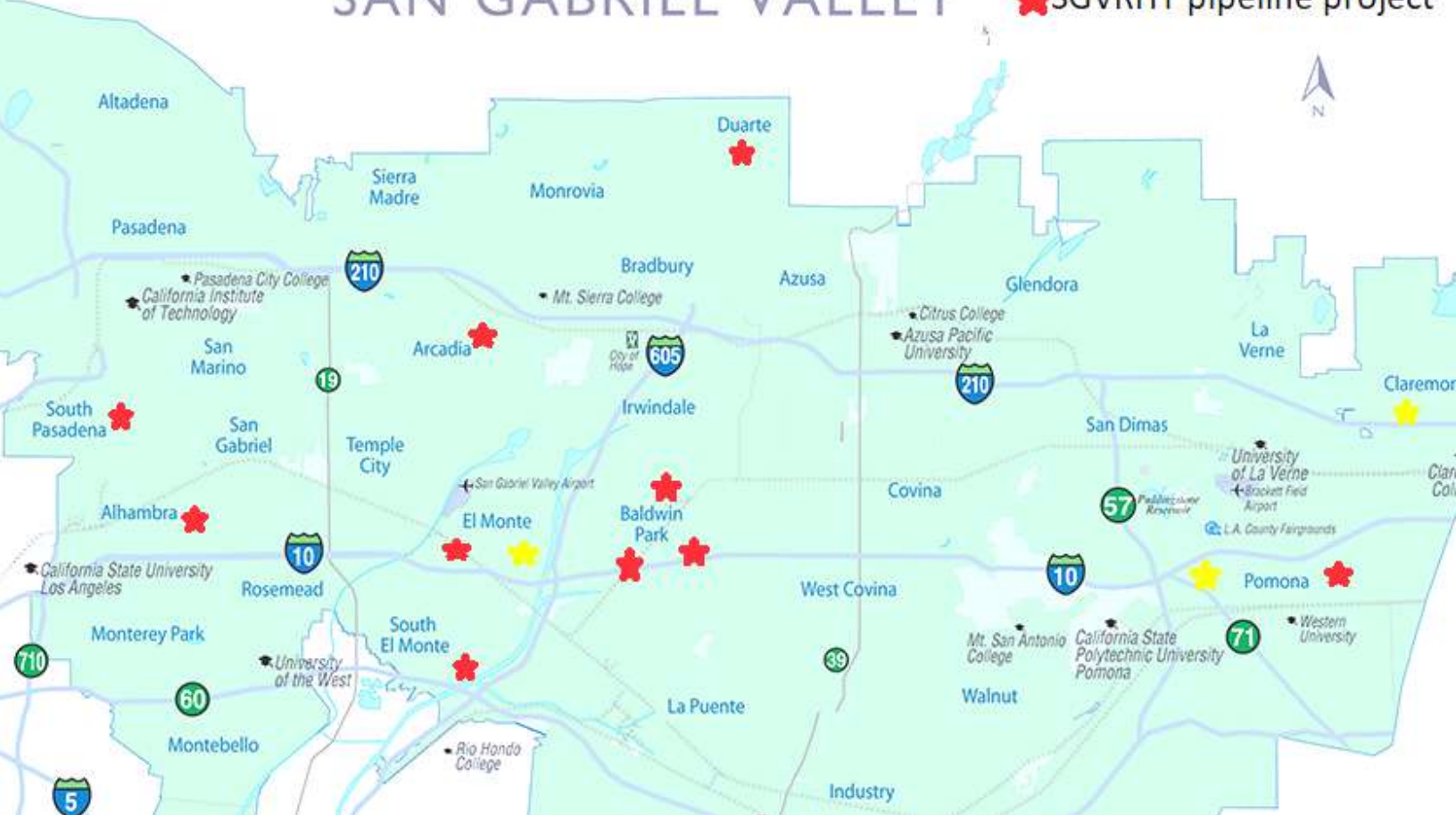
The San Gabriel Valley Regional Housing Trust (SGVRHT) was **formed in February 2020 as a Joint Powers Authority (JPA)** to finance the planning and construction of affordable and homeless housing. The SGVRHT is governed by a nine-member Board of Directors composed of elected officials from seven cities that are members of the SGVRHT and two housing and homelessness experts. The SGVRHT currently boasts **21 member cities**. Membership is required to serve on the Board of Directors and to be eligible for SGVRHT project financing.

San Gabriel Valley Regional Housing Trust

Legend

- ★ SGVRHT awarded project
- ★ SGVRHT pipeline project

SAN GABRIEL VALLEY



MEMBER CITIES

- | | | |
|--------------|----------------------|----------------|
| Alhambra | Duarte | Montebello |
| Arcadia | El Monte | Pasadena |
| Azusa | Glendora | Pomona |
| Baldwin Park | Irwindale | San Gabriel |
| Claremont | La Cañada Flintridge | South El Monte |
| Covina | La Verne | South Pasadena |
| Diamond Bar | Monrovia | West Covina |

PROJECT PIPELINE

In July 2020, the SGVRHT adopted bylaws, underwriting criteria, and loan guidelines and established the San Gabriel Valley **Project Pipeline**, a list of 13 projects totaling 672 units of affordable and permanent supportive housing in need of gap financing in the region.

PLHA FUNDS

Several cities have allocated a portion or the entirety of their 2020 Permanent Local Housing Allocation (PLHA) funds to the SGVRHT. Member cities can allocate their PLHA funds to the SGVRHT for program eligible expenses, including use as capital funds to finance affordable and homeless housing and activity costs incurred to operate the SGVRHT’s programs. PLHA funds dedicated to the SGVRHT are eligible for use as matching funds for the LHTF program.

PROJECT PIPELINE

CITY | FUNDING GAP/REQUEST

ALHAMBRA | \$3,000,000

50 units of low and extremely low-income housing

ARCADIA | \$1,800,000

9 units of affordable housing

BALDWIN PARK | \$7,500,000

120 units for low-income families and homeless veterans

BALDWIN PARK | \$1,500,000

55 units of affordable housing

BALDWIN PARK | \$6,000,000

13 units of affordable housing plus workforce housing

CLAREMONT | \$500,000

15 units of affordable housing for low-income and homeless seniors

DUARTE | \$7,000,000

60-70 units of affordable housing

EL MONTE | \$37,000,000

Up to 100 units of transitional housing for homeless housing

POMONA | \$2,000,000

125 units of affordable housing for low and very low-income families

POMONA | \$1,350,000

56 units of affordable housing

SOUTH EL MONTE | \$1,300,000

140 units of affordable housing for low-income seniors

SOUTH EL MONTE | \$4,000,000

Transitional housing for homeless families

SOUTH PASADENA | \$14,000,000

Rehab Caltrans property for affordable housing

The SGVRHT received planning funds from sources including the State, member cities, and Southern California Association of Governments through Regional Early Action Planning (REAP). These funds will be used to increase the SGVRHT's capacity to obtain and leverage funds to increase affordable housing in the San Gabriel Valley.

PROJECTS UNDERWAY AND ANTICIPATED THIS YEAR INCLUDE:

- **Strategic plan and funding strategy development** to best address the specific housing needs of the region and most effectively leverage funds to augment affordable and homeless housing production
- **Donor recognition program and capital campaign development to secure private funds.** As a JPA, the SGVRHT is eligible to receive both public and private funds. The funding strategy will enable the SGVRHT to solicit private investment and increase capital funds to be invested in affordable and homeless housing projects across the region.
- **Housing construction and financing innovation study.** The SGVRHT is investing in a study to identify innovations in both construction and financing methods to reduce the cost and time required to produce affordable and homeless housing to help meet the urgent need.

Planning efforts to increase affordable and homeless housing including:

- affordable housing incubator
- housing leadership academy
- surplus land inventory
- land trust

- **Homeless housing pilot program.** The SGVRHT is providing capital and technical assistance to:
 - **create small-scale emergency shelters** in interested member cities through the **use of prefabricated tiny home shelters** (non-congregate shelter)
 - **collaborate with the County and member cities** to ensure onsite service provision
 - **address the emergency shelter needs of the San Gabriel Valley** quickly and at a relatively low cost



Tiny home shelter examples

An aerial photograph of a city, likely Los Angeles, showing a dense urban area with various buildings and streets. In the background, there are large, rugged mountains under a clear sky. A dark blue rectangular box is overlaid on the center of the image, containing the title text in white.

CITY HOMELESSNESS PROGRAMS



CITY HOMELESSNESS PROGRAMS

22 CITIES

\$4.08M IN FUNDING

79% OF FUNDING TO DIRECT SERVICES

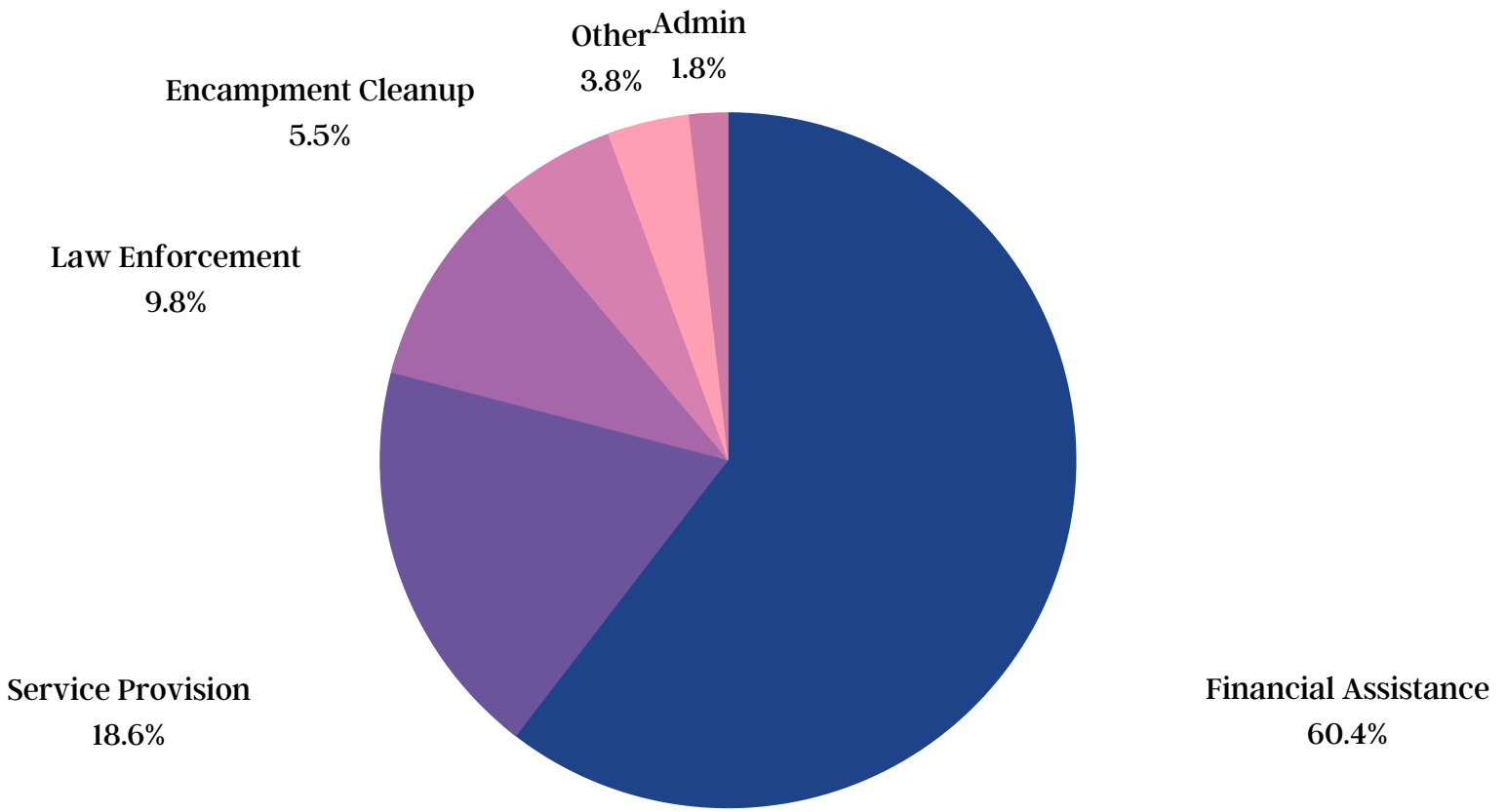
The SGVCOG is providing \$4,075,495 in funding to its member cities to implement three programs:

- **Homeless Plan Implementation**
- **Prevention and Diversion**
- **Pilot Programs**

Cities submitted applications for these programs during the Spring 2020, with the Pilot Programs being the only competitive program.

CITY HOMELESSNESS PROGRAMS

Cities are receiving an average of \$185,454 to implement these three programs. 78.8% of the funding has been allocated towards direct services, with the majority (60.3%) going towards financial assistance and 18.6% towards the provision of those services. 10.1% is assigned to law enforcement, 5.5% to encampment cleanup, 3.8% to other categories, like data collection and marketing, and 1.8% to administration.



HOMELESS PLAN IMPLEMENTATION

19 CITIES

\$3.3M IN STATE FUNDING

\$50-250K ALLOCATION
PER CITY

Resources to implement city homelessness response plans have been a major need for the SGVCOG's member cities. Cities with completed homeless plans were allocated funding based on population. Nineteen member cities are using this funding to undertake a variety of activities to implement their plans, from providing case management, housing navigation, and legal services to supporting local shelters and food banks and supplementing the city prevention and diversion program.

CITY IMPLEMENTATION ACTIVITIES:

Attachment A



**Housing
Navigation**



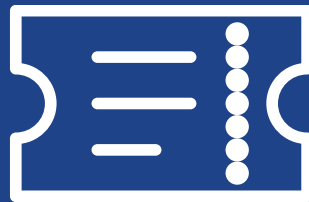
**Case
Management**



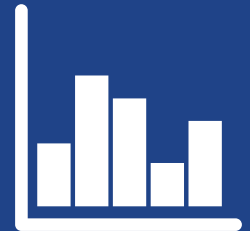
**Legal
Services**



**Shelter and
Food Bank
Support**



**Rental
Assistance and
Vouchers**



**Data
Collection**



**Public Outreach
and Education**



**First Response
Training**



**Prevention
and Diversion**

SHARED HOUSING NAVIGATION



Several cities expressed the need for housing navigation services, including a part-time housing navigator. An efficient and cost-effective way to provide these services was to procure a single provider, with **Union Station Homeless Services** ultimately selected as the provider. Cities were able to opt into the program with their homeless plan implementation funds and were able to choose city-specific services (e.g. a city-dedicated housing navigator just for their city) or to add supplemental housing placements. The program was also structured to include funding for rapid rehousing rental subsidies.

Housing navigation uses a case manager to work with homeless clients and direct them towards housing as quickly as possible.



SHARED NAVIGATOR

Alhambra, Baldwin Park,
Irwindale, La Puente,
South Pasadena, West Covina

CITY-DEDICATED NAVIGATOR

Arcadia, La Verne

PREVENTION AND DIVERSION

Recognizing the need to stop the inflow into homelessness, **22 member cities** are implementing Prevention and Diversion programs. Program activities include:

- **conducting** problem solving conversations with each client
- **determining** each client's needs and resources
- **empowering** clients to identify existing resources to overcome their barriers
- **providing** financial assistance if determined to prevent clients from becoming homeless

22 CITIES

\$450K IN TOTAL FUNDING

\$400K IN COUNTY FUNDING

\$50K IN STATE FUNDING

\$15K ALLOCATION PER CITY

ACCOMPLISHMENTS



5 individuals and 4 families provided assistance to prevent homelessness



52 City staff completed SGVCOG or LAHSA problem solving training

PILOT PROGRAMS



The Pilot Programs aim to test innovative direct homeless solutions and is providing initial funding for the set-up or implementation of innovative pilot projects on a small scale. The program will focus on collecting data and performance metrics on the pilot projects in order to assess whether they could be successfully implemented on a wider scale.

\$610K

IN TOTAL FUNDING

\$515K

IN COUNTY FUNDING

\$95K

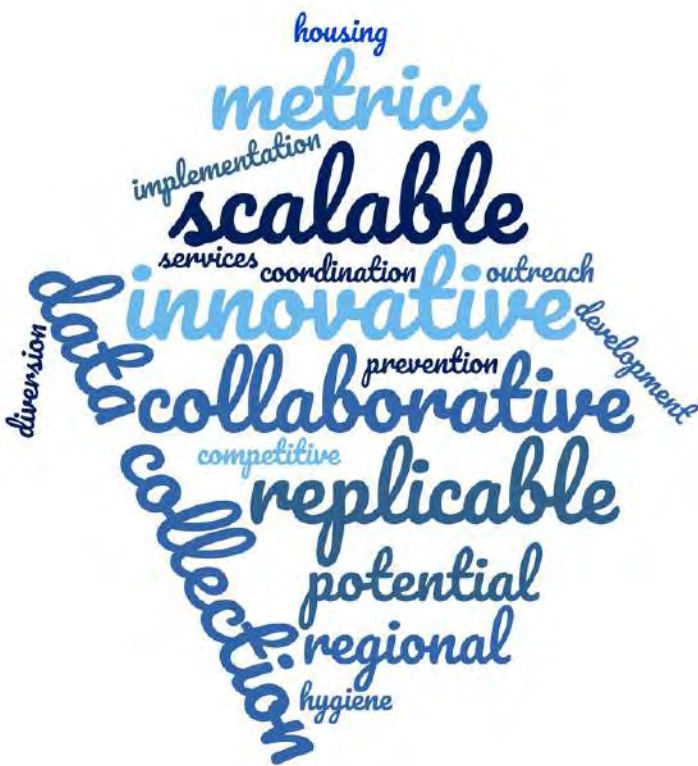
IN STATE FUNDING

\$103K

AVERAGE ALLOCATION PER CITY

Four cities are implementing the following Pilot Programs. More details can be found on each City's program overview page.

- **Arcadia:** Pop-up homeless services center with restrooms, showers, laundry facilities, food, etc.
- **Claremont:** Roommate matching program to identify residents with vacant rooms available for roommates
- **Covina:** Mobile hygiene program with case management services
- **Monrovia:** Emergency COVID Housing Impact Program (“eCHIP”)



GREEN PATH CAREERS PILOT PROGRAM



GREEN PATH CAREERS

Five cities (Baldwin Park, Duarte, Irwindale, La Verne, West Covina) are enrolled in the Green Path Careers Program, a Transition Age Youth (TAY) workforce development pilot program. The program is a collaborative effort between the SGVCOG, the Southern California Regional Energy Network, Hathaway-Sycamores, and the LA County Department of Workforce Development, Aging and Community Services (WDACS)



Launched in December 2020, the program enrolled 10 youth from the San Gabriel Valley who will be provided:

- no-cost home energy audit training
- workforce and financial literacy skills
- a paid work experience
- job application and interview assistance to enter the high-growth energy efficiency field



ACCOMPLISHMENTS



10 youth enrolled in program



5 partner agencies engaged

STRATEGY



LA

HOMELESS PLAN DEVELOPMENT

GOALS

HOMELESS PLAN DEVELOPMENT



Five cities are currently developing homelessness response plans. **Diamond Bar, Monterey Park, Rosemead, San Gabriel, and Temple City** have worked with Focus Strategies and have conducted internal and external stakeholder engagement, identified current resources and needs, and developed key goals, supporting actions, and metrics for evaluating success. The plans will be adopted by City Councils in January and February 2021.

Key goals from the five homeless plans are as follows:

- **Promote** affordable housing development and preservation
- **Enhance** City homelessness response services, including prevention and diversion efforts
- **Advance** strategies to maximize opportunities in existing rental market to house people experiencing or at-risk of homelessness
- **Participate** in ongoing regional and countywide strategies to develop a more robust regional service delivery system
- **Increase** community education on homelessness and resources



A grayscale background image showing a hand holding a key with a house-shaped keychain. The hand is positioned at the top, and the key and house-shaped keychain are visible below. The house-shaped keychain has a chimney on the roof and a window with four panes.

LANDLORD OUTREACH & INCENTIVE

LANDLORD OUTREACH & INCENTIVE



The Landlord Outreach and Incentive Program will support landlords willing to accept clients who have experienced homelessness and provide financial support to encourage landlord participation for **20 participating cities**.

SGA Marking and Union Station Homeless Services are coordinating to implement the program.

- SGA has conducted outreach to landlords, distributing a survey that received over 100 responses.
 - Based on survey data, program will target individual owners rather than property management companies and will highlight the program as a business opportunity offering stability
- SGA will identify potential participating landlords and enroll in program
- Union Station will work with those landlords to provide financial incentives to accept tenants experiencing homelessness.

The program will soon be available at LandlordIncentives.org with the taglines **“The Most Rewarding Way to Rent”** and **“Lease With Peace of Mind”**.

ACCOMPLISHMENTS



**100 responses to
landlord survey**



**Marketing and outreach
plan developed from
survey data**

SERVICES COORDINATION PROGRAM



SERVICES COORDINATION PROGRAM

The services coordination program aims to enhance coordination between municipalities and service providers in the San Gabriel Valley. The program will enable the region to continually plan, execute, evaluate, and enhance its programs and projects, as well as strengthen inter-agency communication, program marketing, and community outreach and engagement. The project will do so in two ways:

Virtual Resource Hub & Map

- Development and maintenance of a virtual “one-stop shop” resource hub that municipal staff, members of the public, and other stakeholders can use to find resources and information about homelessness and homeless services in the San Gabriel Valley
- Include GIS mapping of all service providers and Coordinated Entry System (CES) access points in the region

Targeted City Meetings

- Targeted meetings with cities to determine gaps in services and create action plans
- Connect City staff with additional resources and increase coordination with service providers
- Leverage existing technology including the "one-stop shop" website, resources, and existing partnerships to promote information-sharing and facilitate shared decision-making



HOMELESS, MENTAL HEALTH, & CRISIS RESPONSE STUDY

CRISIS RESPONSE STUDY



As communities across the country aim to re-imagine public safety and crisis response, the long-standing Eugene, Oregon CAHOOTS (Crisis Assistance Helping Out On The Streets) program has gained national attention. Cities around the country, from Oakland and New York to Denver and Austin, have begun to replicate the CAHOOTS model.

Based on regional interest in a mobile crisis response program like CAHOOTS,

the SGVCOG will be conducting a study on how such a regional homeless, mental health, and crisis response program could be developed and implemented in the San Gabriel Valley. The project will deeply involve regional stakeholder and community engagement and will produce an actionable implementation plan for the region.



CAHOOTS in Eugene, OR

CRISIS RESPONSE STUDY



Key issues to be analyzed by the study are as follows:

- What is the existing volume of emergency and non-emergency calls and what percent could be responded to by this type of approach?
- How would the program work alongside local police departments, LA County Sheriff's Department, local fire departments, other first responders, emergency communications centers, and mental health service providers (e.g. DMH, Tri-City Mental Health)?
- What services could the program provide? (e.g. crisis counseling, housing assistance, suicide prevention, substance abuse support, etc.)
- How would the program specifically serve people experiencing homelessness?
- Who else is implementing this type of work in the region? In the country? How are they implementing the program?
- Are there agencies in the region with the capacity and expertise to implement the program? What qualifications/certifications would be needed of personnel?
- How much would the program cost? What are potential funding sources?
- What would the potential cost savings be? (e.g. police department costs? emergency medical systems costs, including ambulance, transport and emergency room services?)



HYGIENE PROGRAM

HYGIENE PROGRAM

In May 2020, the SGVCOG received \$113,320 of State COVID-19 Emergency Homelessness funds from the County Homeless Initiative to expand hygiene services for people experiencing homelessness. The program launched in June and concluded in August.

Participating cities used the funding to add portable toilets and handwashing stations, open public restrooms that had closed, extend public restroom hours, provide mobile showers, and distribute hygiene kits.

With remaining funding, SGVCOG staff assembled 2000 hygiene kits and provided them to cities and Union Station to distribute.

With the closure of so many public spaces due to the pandemic, this program provided increased access to hygiene services mitigating COVID-19 outbreaks in the region's unhoused community.

\$113K IN FUNDING

11 CITIES



SGVCOG staff hygiene kit assembly

HYGIENE PROGRAM



ACCOMPLISHMENTS

11 new locations with services made available

71 new hand soap dispensers installed

400 showers provided

500 people provided access to hygiene services per day

4,030 hygiene kits distributed

21,228 hours of expanded service

An aerial photograph of a city, likely Los Angeles, showing a dense urban area with various buildings and streets. In the background, there are large, rugged mountains under a clear blue sky. A dark blue rectangular box is overlaid on the center of the image, containing the title text in white.

CITY PROGRAM OVERVIEWS

ENROLLED IN:

- *Regional Housing Trust*
- *Homeless Plan Implementation*
- *Shared Housing Navigator*
- *Prevention and Diversion*
- *Landlord Outreach and Incentive*
- *Hygiene Program*

PREVENTION AND DIVERSION

- Los Angeles Centers for Alcohol and Drug Abuse (L.A. CADA) and the City will provide street outreach services and vouchers for overnight stays, transitional housing, or permanent housing,

HOMELESS PLAN IMPLEMENTATION

- Funding allocated to shared housing navigator and housing vouchers
- Officer/Corporal will participate on the Homeless Outreach Mental Evaluation (HOME) Team along with the Alhambra School District and Union Station to connect people experiencing homelessness to resources.

ACCOMPLISHMENTS

HYGIENE PROGRAM



**1000 hygiene kits
purchased and distributed**



ENROLLED IN:

- *Regional Housing Trust*
- *Homeless Plan Implementation*
- *Prevention and Diversion*
- *Pilot Program*
- *Landlord Outreach and Incentive*
- *Hygiene Program*

PREVENTION AND DIVERSION

- Union Station housing navigator and City staff to implement program, conduct problem-solving conversations, and determine resources, both financial and non-financial, to prevent clients from becoming homeless.

HOMELESS PLAN IMPLEMENTATION

- City-dedicated housing navigator through SGVCOG contract with Union Station Homeless Services
- Housing vouchers for housing navigator to place clients into housing
- Emergency resources (housing, meals, etc.) for City staff to provide people experiencing homelessness
- Homeless Education and Liaison Program (HELP) team and Police and Fire Department outreach

ACCOMPLISHMENTS

PILOT PROGRAM - HOMELESS RESOURCE HUB

The City launched a pop-up Homeless Resource Hub to provide services to individuals experiencing homelessness, including **mobile showers, a laundry facility, restrooms, case managers/housing navigators from Union Station Homeless Services, and medical support from the Arcadia Fire Department.** The program **launched on November 5, 2020** and will operate once per week. The City plans on holding a **total of 27 events** throughout the course of the pilot program.



ENROLLED IN:

- *Regional Housing Trust*
- *Homeless Plan Implementation*
- *Prevention and Diversion*
- *Landlord Outreach and Incentive*
- *Hygiene Program*

PREVENTION AND DIVERSION

- Expand existing City Library Neighborhood Connections program and create a housing displacement response plan, including creating an application process and eligibility requirements and tracking services provided and the outcomes.

HOMELESS PLAN IMPLEMENTATION

- Expand the Neighborhood Connections program to March 2022 to provide food, clothing, hygiene supplies, and other basic needs, conduct care coordination screening and provide problem solving-solving assistance.
 - **Goal to enroll 75 unduplicated and 200 duplicated individuals or family members**
- Homeless Assistance Liaison Officer (HALO) and Code Enforcement outreach to provide resource guides and referrals to case management services.

ACCOMPLISHMENTS



Integrated new programming into existing library-based Neighborhood Connections program



Developed guidelines for problem solving interventions, eligibility, consent and follow-up and referrals from Union Station



NEIGHBORHOOD CONNECTIONS



ENROLLED IN:

- *Regional Housing Trust*
- *Homeless Plan Implementation*
- *Shared Housing Navigation*
- *Prevention and Diversion*
- *Green Path Career Pilot Program*
- *Landlord Outreach and Incentive*
- *Hygiene Program*

HOMELESS PLAN IMPLEMENTATION

- Funding allocated to shared housing navigator and housing vouchers
- Funding allocated to prevention, diversion, and rapid rehousing program

PREVENTION AND DIVERSION

- Emergency housing response program under the Baldwin Park Housing Division and Recreation and Community Services to support individuals and families who are newly homeless or are at risk of becoming homeless by providing rental and mortgage assistance
- Focus on strategies to assist lower-income households in gaining self-sufficiency
- Focus on specific populations, such as highly vulnerable populations who experience homelessness at higher rates, and those affected by emergency situations such as the COVID-19 pandemic that have resulted in a loss of income

ACCOMPLISHMENTS



Served 380 individuals with hygiene kits



Placed 1 family in emergency shelter after house fire and assisted with securing new housing



Installed handwashing stations and portable toilets



ENROLLED IN:

- *Regional Housing Trust*
- *Homeless Plan Implementation*
- *Prevention and Diversion*
- *Pilot Program*
- *Landlord Outreach and Incentive*
- *Hygiene Program*

HOMELESS PLAN IMPLEMENTATION

- Secure family rooms at Inland Valley Hope Partners' (IVHP) Our House Family Shelter in Pomona
- Coordinate with IVHP to provide services such as weekly case management, life skills classes, psychosocial counseling, and weekly support groups

PREVENTION AND DIVERSION

- Supplement City's existing Senior Case Management Program which provides senior residents and families at risk of homelessness with comprehensive resources for social services..

PILOT PROGRAM

- Engage landlords and homeowners to create a network of vacant rentals within city boundaries
- Engage tenants and develop a roommate matching process
- House individuals, execute tenant-roommate contracts, and execute tenant-NPO contracts

ACCOMPLISHMENTS



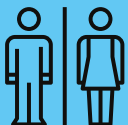
1 family referred to IVHP, moved into shelter, and 2 months later, moved into an affordable apartment



2 individuals and 1 family provided prevention and diversion assistance



Affordable housing project awarded PLHA funding



Expanded available hours of and opened previously-closed public restrooms to unsheltered community

ENROLLED IN:

- *Regional Housing Trust*
- *Homeless Plan Implementation*
- *Prevention and Diversion*
- *Pilot Program*
- *Landlord Outreach and Incentive*

PREVENTION AND DIVERSION

- Assist low-income eligible residents who need utility bill and financial assistance due to a temporary set-back/crisis (e.g. termination from employer, furlough/reduction in hours/pay, illness/disability, unexpected family emergency, eviction notice, etc.)

HOMELESS PLAN IMPLEMENTATION

- Support YWCA's Women in Need Growing Strong (WINGS) program to house women and children escaping domestic violence
- Support 29:11 to sustain and expand their food bank that provide meals to homeless and at-risk individuals
- Prevent 3-4 families from becoming homeless and rapidly rehouse 4 families and 7 individuals experiencing homelessness
- Develop bicycle outreach program to help make officers more approachable

PILOT PROGRAM

- Provide funding to Support Solutions to purchase a used truck to tow mobile showers to service areas within the City
- Fund an on-site case manager to assist those accessing mobile shower, connecting individuals to shelter and housing, mental health support, job training, and other services

ACCOMPLISHMENTS:



Secured additional Los Angeles Homeless Services Authority (LAHSA) grant funding to launch mobile shower pilot program by end of January 2021

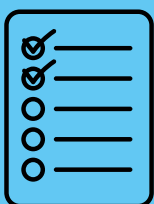
ENROLLED IN:

- *Regional Housing Trust*
- *Homeless Plan Development*
- *Landlord Outreach and Incentive*

HOMELESS PLAN DEVELOPMENT

- Conducted internal and external stakeholder engagement to assess current resources and needs. Interviews and input sessions were held with City staff members, County homelessness response system leaders, and non-profit and faith-based service providers.
- The following key findings emerged through the stakeholder engagement process:
 - lack of available, accessible homelessness response resources
 - insufficient supply of affordable housing
- City staff identified key goals to respond to these key findings and concerns related to homelessness and align with broader regional system strategies and efforts
- City staff will hold study session with City Council in February to review plan and will bring plan to Council for adoption in early March

ACCOMPLISHMENTS:



Developed a homelessness response plan (to be approved by City Council)



ENROLLED IN:

- *Regional Housing Trust*
- *Homeless Plan Implementation*
- *Prevention and Diversion*
- *Green Path Career Pilot Program*
- *Landlord Outreach and Incentive*
- *Hygiene Program*

PREVENTION AND DIVERSION

- Union Station housing navigator and City staff to implement program, conduct problem-solving conversations, and determine resources, both financial and non-financial, to prevent clients from becoming homeless.

HOMELESS PLAN IMPLEMENTATION

- Duarte Public Safety Outreach Coordinator to connect those experiencing homelessness by building street-level relationships..
- Housing rights assistance by providing housing counseling for both tenants and landlords.
- Provide portable bathroom and handwashing facility for at-risk and vulnerable homeless persons.

ACCOMPLISHMENTS:

PLAN IMPLEMENTATION



**15 individuals
outreached to by
Public Safety**

HYGIENE PROGRAM



**1,319 services provided
174 individuals served**



ENROLLED IN:

- *Regional Housing Trust*
- *Homeless Plan Implementation*
- *Prevention and Diversion*
- *Landlord Outreach and Incentive*
- *Hygiene Program*

PREVENTION AND DIVERSION

- Implement a prevention, diversion, and rapid rehousing program that incorporates problem-solving conversations with clients in order to develop an approach towards preventing clients from falling into homelessness or minimizing the amount of time from which clients are facing homelessness.

HOMELESS PLAN IMPLEMENTATION

- Utilize Police Department’s TOUCH (Transient Outreach Using Community Hands) Team to conduct outreach to connect homeless population to resources and temporary housing.
- Partner with TriCity Homelessness Cohort to implement the City’s homeless plan, including developing a communications implementation plan, and developing and administering surveys to identify core principles.



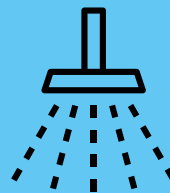
ACCOMPLISHMENTS:

PREVENTION AND DIVERSION



**15 individuals
outreached to by
Public Safety**

HYGIENE PROGRAM



**10 portable shower
events held
400 showers offered to
unhoused community**

ENROLLED IN:

- *Regional Housing Trust*
- *Homeless Plan Implementation*
- *Prevention and Diversion*
- *Landlord Outreach and Incentive*

PREVENTION AND DIVERSION

- Implement a prevention, diversion, and rapid rehousing program that incorporates problem-solving conversations with clients in order to develop an approach towards preventing clients from falling into homelessness or minimizing the amount of time from which clients are facing homelessness.

HOMELESS PLAN IMPLEMENTATION

- Homeless Outreach Services. Teams and the Community Impact Team provide outreach to the City's homeless population by providing assistance, including motel vouchers, hygiene kits, clothing, shoes, food, and gift cards.
- Partner with Glendora Unified and Charter Oak School Districts to help identify families and youth experiencing homelessness or at-risk of homelessness.



ACCOMPLISHMENTS:

Programs continue to ramp-up in anticipation of launching. Accomplishments will be included in a future report

ENROLLED IN:

- *Regional Housing Trust*
- *Homeless Plan Implementation*
- *Prevention and Diversion*
- *Green Path Career Pilot Program*
- *Landlord Outreach and Incentive*

PREVENTION AND DIVERSION

- Union Station housing navigator and City staff to implement program, conduct problem-solving conversations, and determine resources, both financial and non-financial, to prevent clients from becoming homeless.

HOMELESS PLAN IMPLEMENTATION

- Outreach by Irwindale Police Department Homeless Outreach Coordinator to connect those experiencing homelessness to the cities' Union Station Housing Navigators and LAHSA, in addition to other direct services, such as motel vouchers.
- Housing rights assistance by providing housing counseling for both tenants and landlords.



ACCOMPLISHMENTS:

PREVENTION AND DIVERSION



**2 individuals
outreached to by
Public Safety**

ENROLLED IN:

- *Homeless Plan Implementation*
- *Shared Housing Navigation*
- *Prevention and Diversion*

HOMELESS PLAN IMPLEMENTATION

- Participate in the Shared Housing Navigator program by providing input and support to the assigned housing navigator as needed. City will receive an allocation of housing vouchers that will be used by the housing navigator to house homeless clients within the City.
- Direct resources for Sheriff's Department to provide to people experiencing homelessness, including housing or motel vouchers, food, and other services.

PREVENTION AND DIVERSION

- Union Station housing navigator will implement a prevention and diversion program in the City

ACCOMPLISHMENTS:

Programs continue to ramp-up in anticipation of launching. Accomplishments will be included in a future report



ENROLLED IN:

- *Regional Housing Trust*
- *Homeless Plan Implementation*
- *Shared Housing Navigation*
- *Prevention and Diversion*
- *Green Path Career Pilot Program*
- *Landlord Outreach and Incentive*

HOMELESS PLAN IMPLEMENTATION/ PREVENTION AND DIVERSION

- Union Station housing navigator will provide rapid re-housing, prevention, and diversion interventions, and case management for La Verne residents at risk of homelessness.
- Goal of serving 6 households under the rapid re-housing program, 16 households under the prevention and diversion rental/deposit interventions, and 40 households under the prevention and diversion low-cost interventions.



ACCOMPLISHMENTS:



Leveraged existing Housing Navigator from Union Station to provide rapid re-housing, prevention and diversion interventions

ENROLLED IN:

- *Regional Housing Trust*
- *Homeless Plan Implementation*
- *Prevention and Diversion*
- *Pilot Program*
- *Landlord Outreach and Incentive*
- *Hygiene Program*

HOMELESS PLAN IMPLEMENTATION

- Monrovia Homeless Outreach Team works with individuals experiencing homelessness to share information on local resources and services available
- Develop fundraising and public awareness campaign to benefit the Foothill Unity Center

PREVENTION AND DIVERSION

- Supplement City's existing Housing Displacement Response Program (HDRP)

PILOT PROGRAM - eCHIP

- Emergency COVID Housing Impact Program ("eCHIP") meets the immediate needs of residents who would face homelessness if intervention is not provided
- Utilizes existing HDRP advocates to administer necessary funds to residents, verify eligibility, and work through available financial relief options
- Tracks residents to ensure long term stability and housing retention. Success will be measured through metrics such as eviction avoidance, number of families receiving direct support, number of school-aged children who avoided housing displacement, among other metrics.

ACCOMPLISHMENTS



141 individuals and 42 families provided assistance through eCHIP Pilot Program



53 individuals outreached to by Public Safety



3 individuals and 2 families served by prevention and diversion program



2 additional portable toilets installed at Monrovia Community Center

ENROLLED IN:

- *Regional Housing Trust*
- *Homeless Plan Implementation*
- *Prevention and Diversion*
- *Landlord Outreach and Incentive*

PREVENTION AND DIVERSION

- Montebello Community Assistance Program (MCAP) will implement the program, conduct problem solving conversations, determine eligibility requirements, execute tenant-landlord agreements, and provide rental and other financial assistance

HOMELESS PLAN IMPLEMENTATION

- Launch the Montebello Community Assistance Program (MCAP) within the fire department
- Conduct mental health training for all fire personnel
- Develop a Dashboard to End Homelessness to collect and analyze data to better identify outreach locations, improve outreach response times, increase communication among providers, evaluate the success of adopted strategies, and drive the City's strategic planning efforts
- Create partnerships with organizations that provide housing, homeless services, behavioral and other types of services that support those impacted by homelessness
- Create a "Hub" or "One-Stop" model for homeless services that will be client driven

ACCOMPLISHMENTS

Launched Montebello Community Assistance Program (MCAP), hiring a social worker supervisor and field response case coordinator who along with a paramedic will provide assistance to those experiencing homelessness



ENROLLED IN:

- *Homeless Plan Development*
- *Prevention and Diversion*
- *Landlord Outreach and Incentive*
- *Hygiene Program*

PREVENTION AND DIVERSION

- Utilize existing Community Service Bureau and Problem Oriented Policing (POP) Officers to identify clients in need, conduct problem solving conversations, and provide assistance

HOMELESS PLAN DEVELOPMENT

- Conducted stakeholder engagement with members of multiple city departments, elected officials, business leaders, and community and non-profit service providers to assess current resources and needs
- The following key findings emerged through the stakeholder engagement process:
 - increases in homelessness
 - public health and safety concerns
 - lack of affordable housing
- City staff identified key goals and strategies to respond to these key findings and concerns
- City will bring plan to Council for adoption in February or March 2021

ACCOMPLISHMENTS:



Developed a homelessness response plan (to be approved by City Council)



Opened 4 hygiene stations



ENROLLED IN:

- *Regional Housing Trust*
- *Homeless Plan Implementation*
- *Prevention and Diversion*

PREVENTION AND DIVERSION

- Volunteers of America Los Angeles (VOALA) at the Hope for Home (H4H) Homeless Services Center will implement program using the problem solving model and approach.

HOMELESS PLAN IMPLEMENTATION

- Police Officers connect individuals to the Hope for Home Access Center to help individuals to gain initial access to the Coordinated Entry System.
- Provide support to Neighborhood Legal Services Los Angeles to improve the availability of legal services to residents experiencing homelessness or at risk of homelessness by providing legal help for tenants in eviction proceedings.

ACCOMPLISHMENTS:

The Neighborhood Services Department partnered with the GIS Department to design a Survey 123 tool specific to law enforcement outreach. The survey captures and collects data on the type of services the Pomona Police Department provides during outreach, the number of individuals housed, and the number of individuals directed to a Tri-City Community Navigator.



39 individuals completed Survey 123. 38 out of 39 individuals were given a housing referral



Affordable housing project awarded PLHA funding



ENROLLED IN:

- *Homeless Plan Development*
- *Prevention and Diversion*
- *Landlord Outreach and Incentive*

PREVENTION AND DIVERSION

- Eviction Prevention Program for renters in the City who do not qualify or receive any other form of financial or housing subsidies, and who are met with imminent eviction due to a crisis

HOMELESS PLAN DEVELOPMENT

- Conducted stakeholder engagement with elected officials, city staff members, homelessness response service provider agencies, community groups, and residents to assess current resources and needs
- The following key findings emerged through the stakeholder engagement process:
 - increases in homelessness
 - public health and safety concerns
 - lack of available, accessible homelessness response services and resources
 - lack of affordable housing
- City staff identified key goals and strategies to respond to these key findings and concerns
- Council will consider adoption in January 2021

ACCOMPLISHMENTS:



Engaged 26 stakeholders to provide input on the City's needs and services



Received 40 responses to homeless plan community survey



Developed a homelessness response plan (to be approved by City Council)



ENROLLED IN:

- *Prevention and Diversion*
- *Homeless Plan Implementation*
- *Landlord Outreach and Incentive*

PREVENTION AND DIVERSION

- Implement a prevention, diversion, and rapid rehousing program that incorporates problem-solving conversations with clients in order to develop an approach towards preventing clients from falling into homelessness or minimizing the amount of time from which clients are facing homelessness.

HOMELESS PLAN IMPLEMENTATION

- Offer an Emergency Rental Assistance Program designed to assist eligible residents, impacted by the COVID-19 Pandemic in hope of providing assistance to avoid homelessness.

ACCOMPLISHMENTS:

Programs leverage existing connections and staffing to maximize funding towards direct rental assistance.



ENROLLED IN:

- *Regional Housing Trust*
- *Homeless Plan Development*
- *Landlord Outreach and Incentive*
- *Hygiene Program*

HOMELESS PLAN DEVELOPMENT

- Conducted internal and external stakeholder engagement with elected officials, City staff members, homelessness response service provider agencies, community groups, and residents to assess current resources and needs.
- The following key findings emerged through the stakeholder engagement process:
 - lack of available, accessible homelessness response services and resources
 - public health and safety concerns
 - lack of affordable housing
- City staff identified key goals and strategies to respond to these key findings and concerns
- City will bring plan to Council for adoption in January 2021

ACCOMPLISHMENTS:



Engaged over 50 stakeholders to provide input on the City's needs and services



Received 32 responses to homeless plan community survey



Developed a homelessness response plan (to be approved by City Council)



ENROLLED IN:

- *Regional Housing Trust*
- *Landlord Outreach and Incentive*
- *Homeless Plan Implementation*
- *Prevention and Diversion*

HOMELESS PLAN IMPLEMENTATION

- Conducting a land use analysis to facilitate affordable and supportive housing.
- Law enforcement will receive training on mental health issues and will coordinate with the Department of Mental Health

PREVENTION AND DIVERSION

- Expanding existing prevention and diversion program to offer rental assistance and other resources

ACCOMPLISHMENTS:

Programs continue to ramp-up in anticipation of launching. Accomplishments will be included in a future report



ENROLLED IN:

- *Regional Housing Trust*
- *Shared Housing Navigator*
- *Homeless Plan Implementation*
- *Prevention and Diversion*
- *Hygiene Program*

HOMELESS PLAN IMPLEMENTATION

- Shared Housing Navigator will have six rapid re-housing vouchers dedicated to South Pasadena.
- Law enforcement will provide referrals to community resources.
- The City will conduct a public outreach campaign with educational videos and workshops about homelessness.
- Portable bathroom and hygiene facilities will be added.

PREVENTION AND DIVERSION

- Existing Union Station Housing Navigator will provide financial assistance to those at risk of homelessness.



ACCOMPLISHMENTS:

An ADA accessible portable toilet with a hand sanitizer and hand washing station is available 24/7 outside the City's Library. Approximately 25 people per day use these facilities.

ENROLLED IN:

- *Homeless Plan Development*

HOMELESS PLAN DEVELOPMENT

- .Conducted internal and external stakeholder engagement with elected officials, City staff members, homelessness response service provider agencies, community groups, and residents to assess current resources and needs
- The following key findings emerged through the stakeholder engagement process:
 - lack of available, accessible homelessness response services
 - public health and safety concerns
 - insufficient supply of affordable housing
- City staff identified key goals and strategies to respond to these key findings and concerns
- City will bring plan to Council for adoption in February 2021



ACCOMPLISHMENTS:



Engaged 27 stakeholders to provide input on the City's needs and services



Developed a homelessness response plan (to be approved by City Council)

ENROLLED IN:

- *Regional Housing Trust*
- *Shared Housing Navigator*
- *Workforce Development Pilot*
- *Landlord Outreach and Incentive*
- *Homeless Plan Implementation*
- *Prevention and Diversion*

HOMELESS PLAN IMPLEMENTATION

- Shared Housing Navigator will have four rapid re-housing vouchers dedicated to West Covina
- Law enforcement will provide referrals to housing navigation and other resources

PREVENTION AND DIVERSION

- Existing Union Station Housing Navigator will provide financial assistance to those at risk of homelessness
- Motel vouchers can act as "bridge housing" for those working with the navigator

ACCOMPLISHMENTS:

Program leverages existing Union Station staff resources to devote more funding to direct financial assistance

Close collaboration with LAHSA allows staff to effectively identify those in need of program services





City Council Agenda Report

ITEM NO. 15

DATE: February 17, 2021

FROM: Sean Joyce, Interim City Manager

PREPARED BY: Lucy Demirjian, Assistant to the City Manager

SUBJECT: **Adoption of the 2021-2022 Legislative Platform**

Recommended Action

It is recommended that the City Council adopt the 2021-2022 Legislative Platform that will serve as the guiding policy document for the City when determining whether a position should be taken on proposed State legislation that may impact the City during the 2021-2022 Legislative Session.

Commission Review and Recommendation

This matter was not reviewed by a commission.

Discussion/Analysis

A Legislative Platform is a standard tool used by cities to streamline legislation review processes to facilitate timely and effective response to legislation. The Legislative Platform will give staff the ability to proactively engage in the legislative process and respond to issues that may have significant impacts to the City in a timely manner.

Upon adoption of the Legislative Platform, the City Manager's Office will exercise day-to-day oversight of legislative matters. Staff may initiate letters, contact League staff, or speak on behalf of the City regarding legislation that falls within the platform.

Once staff determines that a legislative proposal may impact the City, a letter outlining the City's position (support/oppose) will be prepared for the Mayor's signature and copies will be distributed to the full Council. If the Mayor is unavailable, letters will be signed by the Mayor Pro Tem with copies to the full Council. Letters will be sent to the bill's authors, the City's legislative representatives, the League of California Cities, and other stakeholders as deemed appropriate.

In cases where a legislative issue is not addressed in the Legislative Platform but impacts the City, staff will return to City Council for direction. Additionally, staff will seek Council direction when proposing amendments to bill language or in developing new legislation.

The proposed Legislative Platform has been drafted using the guiding priorities of the City

Council, as established in the Goals and Objectives of the City's Strategic Plan (last updated in 2019), the General Plan, and other adopted policy documents. Once adopted, the Legislative Platform remains in effect for the legislative cycle. The City Council may add, remove, or modify items when it updates or confirms the Legislative Platform.

As the last update to the City's Strategic Plan occurred in 2019, many of the priorities remain the same. Priorities identified by the City Council since that time have been included in the platform. Additional priorities have been included in consultation with Department Directors and in response to foreseeable challenges

Notable additions to the policy document include support for post-pandemic relief and economic recovery, equitable public safety reform, and consumer access to renewable energy. The document also includes advocacy for the sale of Caltrans properties in the City in accordance with the Roberti Act. All changes have been redlined in the attached document.

Background

As a current member of the League of California Cities (League), the City is part of a network of California city officials who work together to enhance their knowledge and skills, exchange information, and combine resources so that they may influence policy decisions that affect cities. The League engages in lobbying efforts at the state capitol on bills that are of critical importance to cities. Often times, the League will ask its members for support or opposition on bills of interest. As the Legislature increasingly acts through "gut and amend" legislation more cities are adding a Quick Response Protocol through their legislative platforms that authorize positions on these fast-moving bills that could be harmful to the city.

Our first Legislative Platform was adopted in June 2018. The California Legislative session typically begins in December and ends in November of the following year. By engaging early, we have the opportunity to be a part of the conversation and proactive rather than reactive.

Next Steps

Staff will continue to monitor key legislation as it moves through the legislative process and provide City Council with quarterly updates on significant developments. At the end of each legislative session, a report will be submitted to the City Council summarizing all activity regarding measures on which the City has taken a position.

Fiscal Impact

While there is no fiscal impact with the adoption of a Legislative Platform, future implications on City finances could result from new legislation.

Legal Review

The City Attorney has reviewed this item.

Adoption of the 2021-2022 Legislative Platform
February 17, 2021
Page 3 of 3

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*.

Attachment: South Pasadena 2021-2022 Legislative Platform (redline)

ATTACHMENT 1
South Pasadena 2021-2022 Legislative Platform (redline)



City of South Pasadena Legislative Platform 2021-2022

The primary objective of the Legislative Platform is for the City Council to adopt official City positions on specific legislative issues at the start of the legislative session. The legislative platform will streamline the approval process by providing staff clear direction on pertinent issues at the beginning of the legislative session.

The Platform is developed and maintained using the goals and objectives adopted by the City Council, a review of legislative priorities from the League of California Cities, input from City Council and staff, research of current law and pending legislation, as well as discussions with local legislative staff and the City's legal counsel.

For proposed legislation, either consistent with the City's legislative priorities or consistent with legislative positions the City has taken in the past; City staff shall be authorized to prepare position letters for the Mayor's signature after City Council consideration. Items not addressed in the City's legislative priorities will require further Council direction, and staff will be required to submit a request to Council. Legislative priorities may only address issues directly relevant to or impacting the provision of municipal services.

City departments are encouraged to monitor and be knowledgeable of any legislative issues related to their discipline. However, any requests for the City to take positions on a legislative matter must be directed to the City Manager's Office. City departments may not take positions on legislative issues without City Manager's Office review and approval.

The process for responding to legislative proposals is streamlined as follows:

1. Once a determination is made that a legislative proposal may impact the City, a letter outlining the City's position (supporting or opposing the issue) will be drafted for the Mayor's signature.
2. If the Mayor is unavailable, the Mayor Pro Tem will sign the position letter.
3. If a legislative issue is not addressed in the Legislative Platform but impacts the City, staff will place the matter on the next City Council agenda for consideration.
4. The position letter will be sent to the bill's author, the City's legislative representatives, the League of California Cities, and other stakeholders as deemed appropriate.
5. A copy of the final letter will be distributed to the City Council.

City of South Pasadena Legislative Platform

LOCAL CONTROL	<ol style="list-style-type: none"> 1. Support legislation that enhances local control and allows cities to address the needs of local constituents within a framework of regional cooperation. 2. Oppose preemption of local authority whether by state or federal legislation or ballot propositions. 3. Support legislation that streamlines and simplifies the job of running a city and oppose efforts that erode the City's authority to control its own affairs.
ECONOMIC DEVELOPMENT	<ol style="list-style-type: none"> 1. Oppose legislation that erodes the ability of cities to condition and deny projects that negatively impacts to the community. 2. Support legislation that preserves or increases funding for the Community Development Block Grant (CDBG) program as provided by the U.S. Department of Housing and Urban Development. Support legislation that expands the eligibility and allowable uses of CDBG funds. Oppose legislation that will reduce funds dedicated to the CDBG program. 3. Support legislation that enhances the City's efforts to retain existing businesses and attract new businesses. 4. Support legislation that provides tangible and productive tools and incentives to support new investment and community development. 5. Support legislation that provides funding for the production of affordable housing. 6. <u>Support efforts to increase resources for critical and sustainable local infrastructure projects including roads, public transit, active transportation, water availability, and broadband deployment that enhance workforce and economic development and improve quality of life.</u>

<p>HOUSING/ HOMELESSNESS</p>	<ol style="list-style-type: none"> 1. Support legislation and local, state, and federal programs that employ evidence-based best practice strategies to reduce the number of people experiencing homelessness by: preventing homelessness for those at-risk; providing emergency and transitional housing; expanding affordable permanent housing; and promoting self-empowerment through counseling, job training, and other supportive services. 2. <u>Support efforts to increase the supply and affordability of housing and resources to assist individuals at risk of homelessness, while preserving historic resources and local decision making to ensure cities retain flexibility based on the land use needs of each community.</u> 2.3. <u>Work collaboratively to facilitate the purchase, rehabilitation, and resale of the Caltrans-owned SR 710 surplus properties in compliance with the provisions of the Roberti Act.</u>
<p>TRANSPORTATION</p>	<ol style="list-style-type: none"> 1. Support measures to finance local and regional transportation programs and improvements, including <u>Active Transportation Mode and Complete and Green Streets.</u> alternative modes of transportation and transportation demand management systems. 2. Support continuous appropriations of new monies directly to cities for the preservation, maintenance, rehabilitation, and development of local street and road systems. 3. Support efforts to fully fund the TSM/TDM alternatives. 4. Support efforts to remove the SR-710 freeway between the I-10 and I-210 from the Streets and Highway Code 5. Support efforts to relinquish the property along the SR-710 freeway between the I-10 and I-210 back to the local jurisdictions
<p>FISCAL RESPONSIBILITY</p>	<ol style="list-style-type: none"> 1. Oppose any legislation that would make local agencies more dependent on the State for financial stability and policy direction. 2. Oppose legislation that would impose State mandated costs for which there is no guarantee of local reimbursement or offsetting benefits. 3. Oppose any change in revenue allocations that would negatively (current or future) affect local government, including the redistribution of sales tax, property tax, COPS grants, Proposition 172 funds, gas tax (HUTA), transient occupancy tax

	<p>(TOT) and vehicle in- lieu fees (VLF).</p> <ol style="list-style-type: none"> 4. Support full cost reimbursement to the City for all federal, state and county-mandated programs. 5. Support legislation that strengthens and expands ongoing revenue for the City. <u>6. Oppose legislation that undermines and preempts local authority over local taxes and fees.</u> <u>7. Support efforts to secure direct and flexible funding and resources for cities to protect residents from the COVID-19 pandemic, deliver essential services, support small businesses, and lead the recovery in our communities.</u> <u>6.8. Support suspension of the Maintenance of Effort (MOE) requirement for SB1 funding (Road Maintenance and Rehabilitation Program) in consideration of the economic challenges cities are facing due to the COVID-19 pandemic.</u>
<p style="text-align: center;">LAND USE</p>	<ol style="list-style-type: none"> 1. Oppose legislation that imposes unreasonable mandatory development standards in transit intensive areas. 2. Support legislation that strengthens local governments' regulatory authority and control over the siting of marijuana industries. 3. Oppose legislation and regulatory efforts that would diminish or eliminate the authority of cities to zone and plan for the development of telecommunications infrastructure, including the siting of cellular communications towers or transmission sites. 4. Support legislation that strengthens the concept of local control/local home rule for local decision making on land use and zoning matters. 5. Support legislation that would increase available funding for affordable housing. 6. Oppose legislation that places new restrictions on local land use control and transportation funding tied to external factors beyond municipal control
<p style="text-align: center;">PUBLIC SAFETY</p>	<ol style="list-style-type: none"> 1. Support federal, state, and local assistance for local police, fire, and homeland security initiatives, and any measures that will help contribute to local public safety. 2. Oppose legislation that would impede local law enforcement from addressing crime problems and recovering costs resulting from a crime committed by the guilty party.

	<ol style="list-style-type: none"> 3. Support efforts that strengthen local law enforcement’s ability to prevent and fight crime. 4. Support legislation that minimizes alcohol-related criminal behavior and underage drinking. <u>5. Support equitable public safety reforms that reduces liability to cities, improves public safety in the community, and strengthens community relations with peace officers, while addressing concerns over excessive use of force and distrust in peace officers.</u> <u>6. Oppose efforts to reprioritize public safety funding and programs without proper procedural or stakeholder engagement that would result in decrease public safety services and increase crime.</u> <u>7. Support legislation and additional resources to strengthen community disaster preparedness, resiliency, and recovery in collaboration with the state and federal governments.</u> <u>5-8. Support ongoing efforts to mitigate wildfire disasters through responsible brush and forestry management, including coordination between local and state governments and utility providers.</u>
ENERGY	<ol style="list-style-type: none"> 1. Support legislation that allows flexibility in the City’s effort to cost- effectively meet energy goals. 2. Support legislation that keeps funding for public benefits programs in local communities. <u>3. Support Community Choice Aggregation (CCA) efforts to purchase renewable energy at competitive rates and create benefits and savings for cities, small businesses, and residents.</u> <u>3-4. Support efforts to expand consumer access to renewable energy, such as incentives and grants for solar, which would reduce reliance on non-renewable sources.</u>
WATER	<ol style="list-style-type: none"> 1. Oppose efforts to mandate a state water public benefits charge unless funds remain within the local community. 2. Oppose new regulations that do not allow appropriate time and resources for compliance. 3. Oppose actions by Regional Water Quality Control Boards that impose mandates on cities that exceed state or federal regulations and/or are outside their jurisdictional authority to impose or enforce. 4. Support legislation that provides funding for Water Infrastructure, Security and Programs that promote water

	<p>reuse and conservation.</p> <p>5. Support legislation that extends the compliance period for Maximum Contaminant Levels (MCLs) in drinking water.</p> <p><u>6. Support the preservation, protection, and access of clean water from polluted dry-weather and urban runoff, pursuant to each cities' responsibility for the capture and infiltration of stormwater into local aquifers.</u></p> <p><u>6.7. Support practical, feasible, and affordable solutions to meet mandatory compliance of water quality and treatment standards, notwithstanding prior agreements that otherwise limit cities' ability to undertake such activities.</u></p>
<p>ENVIRONMENT</p>	<p>1. Oppose legislation that imposes undue hardship on local agencies to implement environmental regulations.</p> <p>2. Support policy development, funding, research, and implementation strategies based on scientific data and human/ecological risk assessment for addressing urban water and storm water runoff.</p> <p><u>3. Support policy development, "watershed based" solutions, funding and research for addressing urban runoff and beach closures, which identify the sources of bacterial, viral and other contaminants as well as human pathogens.</u></p> <p><u>3.4. Support initiatives to advance the State's goals for sales of all new passenger vehicles to be zero-emission by 2035 and additional measures to eliminate harmful emissions from the transportation sector.</u></p>
<p>ARTS & CULTURE</p>	<p>1. Support legislation that will help maintain and enhance the City's performance arts venues, and funding for arts development.</p> <p>2. Oppose any reductions and/or eliminations of arts and library programming or funding.</p>
<p>COMMUNITY SERVICES/ RECREATION</p>	<p>1. Support legislation that will help provide residents with safe, accessible services and facilities.</p> <p>2. Oppose action that depletes services and funding sources created to enhance the community's varying needs.</p>

<p>EMPLOYEE AND LABOR RELATIONS</p>	<ol style="list-style-type: none"> 1. Oppose any measure that imposes upon local government mandated employee benefits that are more properly decided at the local level. 2. Oppose efforts which reduce local control over public employee disputes and impose the regulations of an outside agency. 3. Support reform measures that provide sustainable and secure public pensions and other post-retirement benefits to ensure responsive and affordable public services. 4. Oppose efforts to legislate changes in how the California Public Employee Pension System invests its assets if the proposed changes will result in a loss of funds. 5. Support legislation that streamlines the Workers' Compensation system and makes it easier for employers, employees, and health care providers to navigate.
<p>ELECTIONS</p>	<ol style="list-style-type: none"> 1. Support legislation that provides small to mid-sized cities to have at-large elections instead of divisive districts.
<p>FILMING</p>	<ol style="list-style-type: none"> 1. Support efforts to promote and retain film and television jobs in California.



City Council Agenda Report

ITEM NO. 16

DATE: February 17, 2021

FROM: Sean Joyce, Interim City Manager

PREPARED BY: Lucy Demirjian, Assistant to the City Manager
Teresa L. Highsmith, City Attorney

SUBJECT: **Adoption of a Resolution Continuing the Proclamation of a Local Emergency Due to the Outbreak of COVID-19, Authorizing the City Manager to Take All Necessary Actions as the Director of Emergency Services**

Recommendation

It is recommended that the City Council approve the attached resolution:

1. Continuing the proclamation of a local emergency due to the outbreak of COVID-19;
2. Authorizing the City Manager to take all necessary actions as the Director of Emergency Services.

Discussion/Analysis

On March 18, 2020, the City Council adopted Resolution No. 7646, declaring a local emergency, restricting private and public gatherings and establishing protections for residential and commercial tenants unable to pay all or a portion of their rent due to loss of income from the COVID-19 statewide emergency. Resolution No. 7646 was superseded by Resolution No. 7648, adopted by the City Council on May 6, 2020, continuing the declaration of a local emergency, adopting the April 14, 2020 Executive Order of the Los Angeles Board of Supervisors by reference, and imposing additional restrictions.

On June 17, 2020, the City Council adopted Resolution No. 7675, superseding the prior Resolutions and continuing the declaration of local emergency and reinstating the parking pass program, including the potential for citations for parking violations, effective July 6, 2020.

On August 4, 2020, the Los Angeles County Board of Supervisors unanimously approved an ordinance to cap fees charged to restaurants by third-party delivery services, such as Postmates, Door Dash, Grub Hub and Uber Eats.

On August 5, 2020, the City Council adopted Resolution No. 7669, to continue the proclamation of a local emergency and adding regulations for the expansion of the Al Fresco Dining and Retail Program and adopting by reference the Los Angeles County Ordinance Capping Fees for third-party delivery platforms for food delivery.

On August 19, 2020, the City Council adopted Resolution No. 7678, continue the proclamation of a local emergency and authorizing the expansion of the Al Fresco Dining and Retail Program to include the use of the public right-of-way for outdoor dining and retail.

On October 6, 2020, the Los Angeles County Health Officer amended the local Revised Order Issued: “Reopening Safer at Work and in the Community for Control of COVID-19 – Blueprint for a Safer Economy, Tier 1, consistent with the state Public Health Officer Order of August 28, 2020, issuance of a Blue Print for a Safer Economy, which describes a tiered approach to relaxing and tightening restrictions on activities based upon specified criteria and as permitted by this Order based on County health conditions and circumstances.

On November 28, 2020, in response to the substantial rise the COVID-19 cases, hospitalizations, and deaths, the Los Angeles County Health Officer issued a Temporary Targeted Safer At Home Order for Control of COVID-19: Tier 1 Substantial Surge Response, to temporarily replace the most recently issued Reopening Safer at Work and in the Community for Control of COVID-19 Order. This Temporary Order was be effective November 30, 2020 to December 20, 2020.

The State Public Health Officer issued the Regional Stay Home Order on December 3, 2020 which would go into effect at 11:59 PM the day after a region has been announced to have less than 15% ICU availability. The Order prohibits private gatherings of any size, closes sector operations except for critical infrastructure and retail, and requires 100% masking and physical distancing in all others. The Order is by region and the City and Los Angeles County are in the Southern California Region. On December 6, 2020 the Southern California region met the criteria for closure and the Order went into effect on December 6, 2020.

On January 29, 2021, SB 91 was signed into law, extending the provisions the COVID-19 Tenant Relief Act of 2020 (AB 3088, signed on August 31, 2020). The legislation will protect millions of tenants from eviction and property owners from foreclosure due to the economic impacts of COVID-19. The new law extends tenant eviction and homeowner protections through June 30, 2021. A statement of impact showing the loss of income or increase of expenses related to COVID-19 is required. For a COVID-19 related hardship that accrues between September 1, 2020 – June 30, 2021, tenants must also pay at least 25 percent of the rent due to avoid eviction after July 1, 2021 for the unpaid rent. The remaining debt must be paid by July 1, 2025.

As of October 1, 2020, the County’s Temporary Eviction Moratorium no longer applies to residential tenants facing eviction for nonpayment of rent due to COVID-19 related financial hardship. Following the Governor's signing of AB 3088, the County's Moratorium has been replaced by the terms of AB 3088. Between October 1, 2020 and January 31, 2021, residential tenants must comply with the certification requirements established in AB 3088 in order to be protected from eviction. The Board of Supervisors did amend its Moratorium with respect to commercial tenants imposing a temporary moratorium on evictions for non-payment of rent by commercial tenants impacted by COVID-19 until October 31, 2020. The County Moratorium provisions apply to commercial tenants and landlords within the City. The Board of Supervisors may choose to extend that moratorium but has not yet done so.

Pursuant to Government Code Section 8630(c), the City Council shall review the continuing need for the declaration of local emergency at least once every 60 days until the local emergency is terminated.

The City Council has renewed the declaration of local emergency on May 5, 2020 (Resolution 7648), June 17, 2020 (Resolution 7657), August 5, 2020 (Resolution 7669), August 19, 2020 (Resolution 7678), October 21, 2020 (Resolution 7685), and December 16, 2020 (Resolution 7690).

The proposed updated resolution would continue Phases 1 and 2 of the Al Fresco Dining and Retail Pilot Program and allows for a potential expansion of Phase 2 by conducting traffic studies prior to City Council's consideration of allowing Al Fresco uses within a travel lane or higher volume side streets in the public right-of-way, where feasible and through the implementation of traffic control plans with K-rated concrete barriers.

The proposed actions to preserve life, property, and public order are consistent with California Government Code section 8634 and South Pasadena Municipal Code Chapter 11.

Background

An outbreak of pneumonia in Wuhan, China was reported to the World Health Organization on December 31, 2019, and an illness caused by a novel coronavirus called COVID-19 was soon identified as the cause. During the week of February 23, 2020, the Centers for Disease Control and Prevention reported evidence of community spread of the virus in cases located in California, Oregon, and Washington.

On March 4, 2020, Governor Gavin Newsom declared a state of emergency to exist in California as a result of COVID-19. The same day, the State of California and Los Angeles County Department of Public Health declared health emergencies. On March 13, 2020, President Donald Trump declared a national emergency as a result of COVID-19.

The State Public Health Officer issued the "Stay at Home" order on March 19, 2020. The Los Angeles County Health Officer on March 21, 2020 followed with the "Safer at Home" order. On April 28, 2020, Governor Gavin Newsom announced a 4-stage transition plan, titled "California's Pandemic Resilience Roadmap," to end the State Stay at Home order. The Stay at Home order and Safer at Home Order were revised on May 7, May 29, July 13, July 17, August 28, November 19, December 3, and December 6, 2020 Supplemental Order.

On January 25, 2021, the State Public Health Officer ended the Supplemental Order to the Regional Stay at Home Order and returned counties to the tiers assigned in the Blueprint for a Safer Economy. Los Angeles County is now under Tier One (Purple) of California's Blueprint for a Safer Economy and the Los Angeles County Public Health Officer has issued revised protocols for outdoor dining. Outdoor dining is currently permitted in the City, subject to compliance with the Protocol for Restaurants, Breweries and Wineries issued by the Los Angeles County Department of Public Health on February 2, 2021.

On February 10, 2021, the Los Angeles County Health Office issued a revised Order to clarify that in light of the recent U.S. Supreme Court decision and the subsequent change made by the State related to Places of Worship in Tier 1, Places of Worship can open for indoor services limited to 25% of indoor capacity.

Legal Review

The City Attorney's office has reviewed this item.

Fiscal Impact

With the State declaration of a health emergency, local COVID-19 response efforts may be eligible for state or federal reimbursement. The costs of responding to COVID-19 are unknown at this time due to evolving conditions but are being tracked by staff. The reinstatement of the City's Parking Pass Program may generate additional revenue.

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*.

Attachment:

1. City Council Resolution

RESOLUTION NO. ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA, CALIFORNIA, CONTINUING ITS PROCLAMATION OF A LOCAL EMERGENCY DUE TO THE OUTBREAK OF COVID-19, ADDING REGULATIONS TO FACILITATE EXPANSION OF THE AL FRESCO DINING AND RETAIL PROGRAM, INCLUDING SUSPENSION OF OUTDOOR DINING PERMIT FEE, ADOPTION BY REFERENCE OF LOS ANGELES COUNTY ORDINANCE LIMITING THIRD-PARTY DELIVERY CHARGES FOR TAKE-OUT FOOD ORDERS, AND AUTHORIZING THE CITY MANAGER TO CONTINUE TO TAKE ALL NECESSARY ACTIONS AS THE DIRECTOR OF EMERGENCY SERVICES

WHEREAS, in December 2019, a novel severe acute respiratory syndrome coronavirus 2, known as SARS-CoV-2, which has also been referred to as COVID-19, was first detected in Wuhan, Hubei Province, People’s Republic of China, causing outbreaks of the coronavirus disease COVID-19 that has now spread globally; and

WHEREAS, on January 31, 2020, the United States Secretary of Health and Human Services declared a public health emergency in response to COVID-19; and

WHEREAS, on March 4, 2020, Governor Gavin Newsom declared a state of emergency to exist in California as a result of COVID-19; and

WHEREAS, on March 4, 2020, the Chair of the Los Angeles County Board of Supervisors and the Los Angeles County Health Officer declared a local emergency and a local health emergency, respectively, as a result of COVID-19; and

WHEREAS, on March 12, 2020, Governor Gavin Newsom signed Executive Order N-25-20 giving state and local public health officials the authority to issue guidance limiting or recommending limitations upon attendance at public assemblies, conferences or other mass events; and

WHEREAS, on March 13, 2020, President Donald Trump declared a national emergency as a result of COVID-19; and

WHEREAS, on March 18, 2020, the South Pasadena City Council adopted Resolution No. 7646 declaring a local emergency, restricting private and public gatherings, and establishing protections for residential and commercial tenants, among other things; and

WHEREAS, on March 19, 2020, the State Public Health Officer issued the “Stay at Home” order; and

WHEREAS, on March 21, 2020, the Los Angeles County Health Officer issued the “Safer at Home” order; and

WHEREAS, on April 28, 2020, Governor Gavin Newsom announced a 4-stage transition plan, titled “California’s Pandemic Resilience Roadmap,” to end the Stay at Home order; and

WHEREAS, on May 6, 2020, the South Pasadena City Council adopted Resolution No. 7648 proclaiming the continuation of a local emergency and, among other things, suspended water and sewer utility terminations and the City’s Parking Pass Program; and

WHEREAS, on May 7, 2020, the State Public Health Officer amended the Stay at Home order to allow for the reopening of lower-risk workplaces; and

WHEREAS, on May 29, 2020, the Los Angeles County Health Officer amended the Safer at Home order with a new order titled “Reopening Safer at Work and in the Community for Control of COVID-19,” which seeks to limit residents’ exposure during Los Angeles County’s transition through Stage 2 of California’s Pandemic Resilience Roadmap; and

WHEREAS, Section 6 of the Los Angeles County Health Officer’s May 29, 2020 order states, “This Order does not supersede any stricter limitation imposed by a local public entity within the County of Los Angeles Public Health Jurisdiction;” and

WHEREAS, on June 17, 2020, the South Pasadena City Council adopted Resolution No. 7657, proclaiming the continuation of a local emergency and clarifying that any local regulations on public gatherings or private facilities as permissive as the Los Angeles County Health Officer’s May 29, 2020 order and any subsequent Los Angeles County Health Officer orders; resuming the City’s Parking Pass Program, and creating the Al Fresco Dining and Retail Program; and

WHEREAS, on July 18, 2020, the Los Angeles County Public Health Officer issued a revised Order regarding Reopening Safer at Work and specifying what businesses and services can be open either for inside shopping or outdoor pick-up only, what businesses can be open only by outside service, and what businesses and services are closed; and

WHEREAS, on August 5, 2020, the South Pasadena City Council adopted Resolution No.7669, proclaiming the continuation of a local emergency and clarifying that any local regulations on public gatherings or private facilities as permissive as the Los Angeles County Health Officer’s July 18, 2020 order and any subsequent Los Angeles County Health Officer orders; resuming the City’s Parking Pass Program, and expanding the Al Fresco Dining and Retail Program.

WHEREAS, on August 12, 2020, the Los Angeles County Public Health Officer issued a revised Order, regarding Reopening Safer and Work.

WHEREAS, Section 6 of the Los Angeles County Health Officer’s August 12, 2020 order states, “This Order does not supersede any stricter limitation imposed by a local public entity within the County of Los Angeles Public Health Jurisdiction.”

WHEREAS, on June 30, 2020, Governor Newsom issued Executive Order N-71- 20, which, among other things, found that minimizing evictions during this period is critical to

reducing the spread of COVID-19 in vulnerable populations by allowing those most vulnerable to COVID-19 to self-quarantine, self-isolate, or otherwise remain in their homes to reduce the transmission of COVID-19, and extended through September 30, 2020 Executive Order N-28-20's suspension of any and all provisions of state law that would preempt or otherwise restrict a local government's exercise of its police powers to impose substantive limitations on residential and commercial evictions with respect to COVID19-related rent payment issues; and

WHEREAS, on August 31, 2020, California passed legislation, Assembly Bill 3088, the COVID-19 Tenant Relief Act of 2020, under which, among other things, no tenant can be evicted before February 1, 2021 as a result of rent owed due to a COVID-19 related hardship accrued between March 4 and August 31, 2020, if the tenant provides a declaration of COVID-19-related financial distress according to specified timelines; no tenant can be evicted for rent that accrues but is unpaid due to a COVID-19 hardship between September 1, 2020 and January 31, 2021 if the tenant submits declarations of COVID-19-related financial distress according to specified timelines and pays 25% of the unpaid rent due by January 31, 2020; and landlords are required to provide tenants a notice detailing their rights under the legislation; and

WHEREAS, on September 4, 2020, the United States Center for Disease Control and Prevention, recognizing that “in the context of a pandemic, eviction moratoria – like quarantine, isolation, and social distancing – can be an effective public health measure utilized to prevent the spread of communicable disease,” that eviction moratoria “facilitate self-isolation by people who become ill or who are at risk for severe illness from COVID-19 due to an underlying medical condition” and “allow State and local authorities to more easily implement stay-at-home and social distancing directives to mitigate the community spread of COVID-19,” and that “housing stability helps protect public health because homelessness increases the likelihood of individuals moving into congregate settings, such as homeless shelters, which then puts individuals at higher risk to COVID-19” (Federal Register, Vol. 85, No. 173 at page 55292), issued an order, applicable in any State or local area without a moratorium on residential evictions that provides the same or greater level of public-health protections as the requirements in the order, requiring that, through December 31, 2020, subject to further extension, modification, or rescission, a landlord, owner of a residential property, or other person with a legal right to pursue eviction or possessory action shall not evict any covered person (as defined in the order) from any residential property in any State in which there are documented cases of COVID-19; and

WHEREAS, on September 23, 2020, Governor Newsom signed Executive Order N-80-20, extending through March 31, 2021 Executive Order N-28-20, allowing local governments to impose commercial eviction moratoriums and restrictions for commercial tenants who are unable to pay their rent because of COVID-19; and

WHEREAS, on November 10, 2020, the Los Angeles County Board of Supervisors updated the County's Evictions Moratorium in light of AB 3088 and Federal Eviction Moratorium and extended non-preempted tenant protections through January 31, 2021. The amended and restated Executive Order incorporates all aspects, restrictions, and requirements of the Moratorium adopted by the Board, as ratified and amended on March 31, 2020, April 14, 2020, May 12, 2020, June 23, 2020, July 21, 2020, September 1, 2020, October 13, 2020, and November 10, 2020; and

WHEREAS, on November 19, 2020, the State Public Health Officer issued a Limited Stay at Home Order effective in counties under Tier One (Purple) of California's Blueprint for a Safer Economy, requiring that all gatherings with members of other households and all activities conducted outside the residence, lodging, or temporary accommodation with members of other households cease between 10:00pm PST and 5:00am PST, except for those activities associated with the operation, maintenance, or usage of critical infrastructure or required by law; and

WHEREAS, on November 25, 2020, the Los Angeles County Public Health Officer issued a revised Order aligning Los Angeles County with the State Public Health Officer's Limited Stay at Home Order ordering the closure of restaurants for indoor and outdoor dining; and

WHEREAS, on December 3, 2020, the State Public Health Officer issued the Regional Stay at Home Order applying to state regions with less than 15% ICU availability, and prohibiting private gatherings of any size, closes sector operations except for critical infrastructure and retail, and requiring masking and physical distancing in all others; and

WHEREAS, on December 6, 2020, the State Public Health Officer issued a Supplemental Order to the Regional Stay at Home Order, ordering the Southern California region, including Los Angeles County, be placed under the December 3, 2020 Regional Stay at Home Order; and

WHEREAS, on December 9, 2020, the Los Angeles County Public Health Officer issued a revised Order ordering that outdoor playgrounds may remain open to facilitate physically distanced personal health and wellness through outdoor exercise if they follow County health protocols; and

WHEREAS, on January 25, 2021, the State Public Health Officer ended the Supplemental Order to the Regional Stay at Home Order and returned counties to the tiers assigned in the Blueprint for a Safer Economy;

WHEREAS, Los Angeles County is now under Tier One (Purple) of California's Blueprint for a Safer Economy and the Los Angeles County Public Health Officer has issued revised protocols for outdoor dining and places of worship (Attachment A); and

WHEREAS, on February 1, 2021, Senate Bill 91 went into effect, extending tenant protections established by Assembly Bill 3088, and establishing the State Rental Assistance Program to provide rental assistance for landlords and tenants; and

WHEREAS, despite sustained efforts, COVID-19 remains a threat, and continued efforts to control the spread of the virus to reduce and minimize the risk of infection are needed; and

WHEREAS, these conditions warrant and necessitate that the City continue its proclamation of the existence of a local emergency; and

WHEREAS, Chapter 11 of the South Pasadena Municipal Code empowers the City Council to proclaim the existence or threatened existence of a local emergency and to issue rules

and regulations on matters reasonably related to the protection of life and property as affected by such emergency; and

WHEREAS, Government Code section 8634 states, “During a local emergency the governing body of a political subdivision, or officials designated thereby, may promulgate orders and regulations necessary to provide for the protection of life and property, including orders or regulations imposing a curfew within designated boundaries where necessary to preserve the public order and safety. Such orders and regulations and amendments and rescissions thereof shall be in writing and shall be given widespread publicity and notice”; and

WHEREAS, Government Code section 8630 (c) states, “The governing body shall review the need for continuing the local emergency at least once every 60 days until the government body terminates the local emergency.”

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

SECTION 1. Recitals. The preceding Recitals are true and correct and are hereby incorporated and adopted as findings and determinations by the City Council as if fully set forth herein.

SECTION 2. Proclamation. Pursuant to Government Code section 8630, subdivision (a), the City Council proclaims the continuation of a local emergency due to the outbreak of SARS-CoV-2 (COVID-19).

SECTION 3. Regulation of Public Gatherings. Any local regulations on public gatherings are ordered to be as permissive as allowed under Tier One (Purple) regulations of California's Blueprint for a Safer Economy, and any subsequent State Public Health Officer or Los Angeles County Health Officer orders.

SECTION 4. Regulation of Public Facilities. The Director of Emergency Services is directed to continue the closure to the public of all City-owned facilities that require close contact of vulnerable individuals, including those over 60 years old or with compromised immune systems.

SECTION 5. Regulation of Private Facilities. Any local regulations on private facilities are ordered to be as permissive as allowed under Tier One (Purple) regulations of California's Blueprint for a Safer Economy, and any subsequent State Public Health Officer or Los Angeles County Health Officer orders.

SECTION 6. Enforcement. Any violation of the above prohibitions may be punishable by a fine not to exceed \$1,000 or imprisonment not to exceed six months, pursuant to the South Pasadena Municipal Code section 11.11.

SECTION 7. Exemption of Delivery Vehicles. Trucks and other vehicles engaged in the delivery of grocery items to grocery stores, when such items are to be made available for sale to

the public, remain exempt from having to comply with any City rules and regulations that limit the hours for such deliveries.

SECTION 8. Guidance for Religious Gatherings. The leaders of the City’s houses of worship are urged, in the strongest possible terms, to limit gatherings on their premises and to explore and implement ways to practice their respective faiths while observing social distancing practices, and to comply with the current and any subsequent State Public Health Officer or Los Angeles County Health Officer orders.

SECTION 9. Protection of Affected Tenants. The provisions of SB 91: the COVID-19 tenant relief legislation (Attachment E), signed into law on January 29, 2021 and effective February 1, 2021, shall apply to all residential tenants within the City. The Los Angeles County Board of Supervisor’s Amended Executive Order (Attachment B) imposing a temporary moratorium on evictions for non-payment of rent by certain commercial tenants adversely financially impacted by COVID-19 through February 28, 2021 shall control and apply to all those commercial tenants in the City as are protected by the County’s Executive Order. Any further amendments or orders issued by the County Board imposing or extending a temporary evictions moratorium shall also control as they may become effective and per their terms and conditions.

SECTION 10. Suspension of Utility Terminations. For a period of 60 days from the date of this Resolution, for customers who are able to show an inability to pay their water and sewer bill due to the “financial impacts related to COVID-19” as defined in Section 9 above, the City hereby suspends:

- a) The discontinuation or shut-off of water service for residents and businesses in the City for non-payment of water and sewer bills;
- b) The imposition of late payment penalties or fees for delinquent water and/or sewer bills;

SECTION 11. Reinstatement of Parking Pass Program. Effective July 6, 2020, the City hereby reinstates the Parking Pass Program and authorizes the issuance of overnight parking passes and the imposition of late payment penalties or fees for parking violations.

SECTION 12. Temporary Modifications to Commercial Signage Requirements. No more than two temporary signs shall be allowed per business. All temporary signs must still comply with the size and location requirements set forth in SPMC Section 36.320.080.

Temporary window signs shall be limited to 20 percent of the window area.

No more than one temporary sign shall be located in the public right-of-way. During the Local Emergency Declaration, an application to place a temporary sign in the public right of way shall only require administrative approval by the Planning Director; an encroachment permit is still required to be issued by the Public Works Director, but the encroachment permit fee is waived.

Temporary signs shall be in place for no more than 30 days or until the Local Emergency Declaration has been lifted, whichever is later. Temporary signs may include a banner, in

compliance with the size and locations of SPMC Section 36.320.080(B). During this Local Emergency Declaration, the \$50 application fees for a banner sign is waived.

SECTION 13. Al Fresco Dining and Retail Program. To support local businesses during the Coronavirus pandemic, an Al Fresco Dining and Retail Pilot Program, as set forth in Attachment C, is approved to temporarily relax Temporary Use Permit (TUP), Encroachment Permit, and parking requirements in order to facilitate the use of outdoor spaces for dining and retail purposes while maintaining the necessary social distancing protocols. This temporary program is valid for 90 days after the termination of the Declaration of Local Emergency. In order to facilitate outdoor dining, the City's Outdoor Dining Permit Fee is waived for the duration of the Al Fresco Dining and Retail Program. Additionally, the City Manager or her designee has the discretion to relocate ADA parking spaces to other public right-of-way space or public facilities in order to facilitate the potential use of street frontage for outdoor dining spaces for applicants to the Al Fresco Dining and Retail Program. Outdoor dining is currently permitted in the City, subject to compliance with the Protocol for Restaurants, Breweries and Wineries issued by the Los Angeles County Department of Public Health on February 2, 2021.

SECTION 14. Capping Fees on Third-Party Delivery Services for Restaurants and Food Establishments. The August 4, 2020 Los Angeles County Ordinance (Attachment D) establishing a twenty percent cap on total fees including a fifteen percent cap on delivery fees that a food delivery platform may charge to restaurants, prohibiting reduction of delivery driver compensation as a result, and requiring disclosures to be made by the food delivery platform to customers, in response to the COVID-19 health emergency is adopted by reference and incorporated into this Resolution.

SECTION 15. Emergency Authority. Pursuant to Government Code section 8634, the City Council reaffirms its authorization of the Director of Emergency Services to take any measures necessary to protect and preserve public health and safety, including activation of the Emergency Operations Center.

SECTION 16. Public Health Officials. The City Council reaffirms its authorization of the Director of Emergency Services to implement any guidance, recommendations, or requirements imposed by the State Department of Public Health or the Los Angeles County Health Officer.

SECTION 17. Termination. Pursuant to Government Code section 8630, subdivision (d), the City Council will proclaim the termination of the emergency at the earliest possible date that conditions warrant.

SECTION 18. Review. Pursuant to Government Code section 8630, subdivision (c), the City Council will review the need for continuing the local emergency in no event later than 60 days from the previous declaration or review, until the City Council terminates the local emergency.

SECTION 19. Cost Accounting. City staff will continue to account for their time and expenses related to addressing the local emergency caused by COVID-19.

SECTION 20. Cost Recovery. The City will seek recovery for the cost of responding to COVID-19, as this proclamation was originally made within 10 days of the Governor’s Executive Order N-25-20 and the President’s declaration of a national emergency, qualifying the City for assistance under the California Disaster Assistance Act and for reimbursement from the Federal Emergency Management Agency.

SECTION 21. Supersedes. This Resolution restates and supersedes the declaration of emergency set forth in Resolution No. 7690.

SECTION 22. Submissions. The City Clerk will transmit a copy of this Resolution at the earliest opportunity to the Los Angeles County Operational Area and the California Governor’s Office of Emergency Services.

SECTION 23. 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 17th day of February 2021.

Diana Mahmud, Mayor

ATTEST:

APPROVED AS TO FORM:

Maria E. Ayala, 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 17th day of February, 2021, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

Maria E. Ayala, City Clerk
(seal)

Attachment A

**REOPENING SAFER AT WORK AND IN THE COMMUNITY
FOR CONTROL OF COVID-19
BLUEPRINT FOR A SAFER ECONOMY—TIER 1 SURGE RESPONSE**
Revised Order Issued: **February 10, 2021**
Effective as of February 10, 2021

Recent Update

2/10/2021- Updated to do the following:

- In light of the recent U.S. Supreme Court decision and the subsequent change made by the State related to Places of Worship in Tier 1, Places of Worship can open for indoor services limited to 25% of indoor capacity and must continue to comply with the required modifications provided by Appendix A.

Please read this Order carefully. Violation of or failure to comply with this Order is a crime punishable by fine, imprisonment, or both. (California Health and Safety Code §120295; Los Angeles County Code § 11.02.080.)

SUMMARY OF THE ORDER: This Revised County of Los Angeles Health Officer Order (Order) supersedes all prior Safer At Home orders (Prior Orders) issued by the County of Los Angeles Health Officer (Health Officer). This Order is issued to comply with State Executive Orders N-33-20 and N-60-20 issued by Governor Gavin Newsom, and the accompanying orders of the State Public Health Officer issued on March 19, May 7, July 13, July 17, 2020, and August 28, 2020.

This Order's intent is to continue to ensure that County of Los Angeles (County) residents remain in their residences as much as practicable, to limit close contact with others outside their household in both indoor and outdoor spaces. All persons who can telework or work from home should continue to do so as much as possible during this pandemic. This Order allows persons to engage in all permitted activities, as defined by the Order, but requires that persons practice Social (Physical) Distancing, at all times while out in public and wear a face covering over both the nose and mouth when in or likely to be in contact with others, to lower the risks of disease transmission through person-to-person contact for themselves and others.

This Order is issued to account for the recent decline of COVID-19 cases, hospitalizations, and testing positivity rates in the County. This Order will be revised in the future to reflect the State Executive Orders and State Public Health Officer Orders and guidance that progressively designate sectors, businesses, establishments, or activities that may reopen with certain modifications, based on health and safety needs and at a pace designed to protect health and safety, and that may also progressively close specific activities and business sectors based on increases in daily reported COVID-19 cases, hospitalizations, and the testing positivity rates. Should local COVID-19 conditions warrant, the Health Officer may, after consultation with the Board of Supervisors, issue Orders that are more restrictive than those of the State Public Health Officer. Changes from the previous Order are highlighted.

This Order is effective within the County of Los Angeles Public Health Jurisdiction, defined as all cities and unincorporated areas within the County of Los Angeles, with the exception of the cities of Long Beach and Pasadena that must follow their respective City Health Officer orders and guidance. This Order is effective immediately and will continue until further notice.

**UNDER THE AUTHORITY OF CALIFORNIA HEALTH AND
SAFETY CODE SECTIONS 101040, 101085, AND 120175,
THE COUNTY OF LOS ANGELES HEALTH OFFICER ORDERS:**

1. This Order supersedes the Health Officer's Prior Orders. This Order mainly aligns the County with both the Governor's July 13, 2020, announcement requiring the closure of specific activities and business sectors and the State's August 28, 2020 issuance of a Blueprint for a Safer Economy, which describes a tiered approach to relaxing and tightening restrictions on activities based upon specified criteria and as permitted by this Order based on County health conditions and circumstances. The County remains in the most restrictive tier (Purple) of the State's Blueprint for a Safer Economy and the community transmission of COVID-19 even as daily case counts are decreasing, remains high and widespread within the County. The Health Officer will continue to assess the phased reopening allowed by the State Public Health Officer and this Order on an ongoing basis and determine, after consultation with the Board of Supervisors, whether this Order needs to be modified if the public health risk associated with COVID-19 increases in the future.

2. This Order's intent is to continue to ensure that County residents remain in their residences as much as practicable, to limit close contact with others outside their household in both indoor and outdoor spaces. All persons who can telework or work from home should continue to do so as much as possible during this pandemic. Sustained Social (Physical) Distancing and infection control measures will continue slowing the spread of COVID-19 and diminishing its impact on the delivery of critical healthcare services. All provisions of this Order must be interpreted to effectuate that intent. Failure to comply with any of the Order's provisions constitutes an imminent threat and menace to public health, and a public nuisance, and is punishable by fine, imprisonment or both.
 - a) This Order does not supersede any stricter limitation imposed by a local public entity within the County of Los Angeles Public Health Jurisdiction.
 - b) The Order is consistent with the provisions in the Governor's Executive Order N-60-20 and the State Public Health Officer's August 28, 2020 Order, that local health jurisdictions may implement or continue more restrictive public health measures if the jurisdiction's Local Health Officer determines that health conditions in that jurisdiction warrant such measures. Where a conflict exists between this Order and any State public health order related to controlling the spread of COVID-19 during this pandemic, the most restrictive provision

controls, unless the County of Los Angeles is subject to a court order requiring it to act on, or enjoining it from enforcing, any part of this Order.¹

3. All persons living within the County of Los Angeles Public Health Jurisdiction should remain in their residences whenever practicable.
 - a) Nothing in this Order prohibits persons living together as a single household in a household or living unit (“household”) from engaging in permitted activities together. For purposes of this Order, and in relationship to private gatherings, a “household” shall not include institutional group living situations such as dormitories, fraternities, sororities, monasteries, convents, or residential care facilities, nor does it include such commercial group living arrangements as boarding houses, hotels, or motels.² Private gatherings are defined as social situations that bring together people from different “households” at the same time in a single space or place. When people from different “households” mix, the risk of COVID-19 transmission increases. Private gatherings of people who are *not* part of a single household or living unit must comply with the following requirements:
 - i. *Attendance. Keep the attendance small and the households stable over time.* 1) Private gatherings that include more than three different “households” are prohibited. This includes everyone present, including hosts and guests. Private gatherings of persons from three different “households” or less are limited to a maximum of 15 people. The smaller the number of people, the lower the risk. 2) Keep the up to 3 “households” that choose to privately gather or interact together constant or stable over time. Participating in multiple gatherings with different “households” and communities poses a higher risk of transmission and spread of COVID-19 if one or more attendees is/are discovered to be infected with the virus. 3) Persons from the “households” who do choose to privately gather together should discuss and agree upon the specific group rules for reducing the risk of exposure among the attendees at the private gathering before convening together. 4) The host “household” of the private gathering should collect names of all attendees and contact information in case contact tracing is needed later.
 - ii. *Outdoors only.* 1) All private gatherings must be held outside; they are permitted in a public park or other outdoor space. Unlike indoor spaces, wind and air in outdoor spaces can help reduce the risk of spread of the virus from one person to another. Attendees may go inside to use restrooms as long as the restrooms are frequently sanitized. 2) Private gatherings may occur in outdoor spaces that are covered by umbrellas, canopies, awnings, roofs, and other shade structures provided that no

¹ For example, see *Burfitt v. Newsom*, No. BCV-20-102267 (Kern County Sup. Ct. Dec. 10, 2020). Further this Order is issued in and for the County of Los Angeles only, and has no jurisdiction over and does not affect the State Public Health orders.

² Los Angeles County Code, Title 22. §22.14.060 - F. Family definition. (Ord. 2019-0004 § 1, 2019.)
https://library.municode.com/ca/los_angeles_county/codes/code_of_ordinances?nodeld=TIT22PLZO_DIV2DE_CH22.14DE_22.14.060F

more than 50% of the space/structure has impermeable walls, which are non-continuous and not adjacent, allowing sufficient, unrestricted outdoor air movement resulting in cross-ventilation. Of note, doors, windows and other portals do not make a wall "non-continuous." Adjacent walls are walls that touch each other and form a corner.³ 3) Multiple private gatherings of three "households" may not be jointly organized or coordinated to occur in the same public park or other outdoor space at the same time – this would constitute a private gathering exceeding the permitted size. 4) Mixing between unrelated private gatherings in the same public space or other outdoor space at the same time is not allowed.

- iii. *Keep it short.* Private gatherings should be limited to two hours or less in duration. The longer the duration, the risk of transmission increases.
- iv. *Physical distancing and hand hygiene.* 1) All attendees must follow the Social (Physical) Distancing Protocol requirements of Paragraph 19 of this Order. 2) The outdoor space must be large enough so that everyone at the private gathering can maintain at least a 6-foot physical distance from others (not including their own "household") at all times. 3) A place to wash hands or hand sanitizer must be available for participants to use. 4) Shared items may not be used during a private gathering. As much as possible, any food or beverages at outdoor gatherings must be in single-serve disposable containers. If providing single-serve containers is not possible, food and beverages must be served by an attendee who washes or sanitizes their hands frequently and wears a face covering over their nose and mouth. Self-serve items from communal containers may not be used.
- v. *Singing, Chanting, and Shouting at Outdoor Gatherings.* Singing, chanting, shouting, and physical exertion significantly increases the risk of COVID-19 transmission because these activities increase the release of respiratory droplets into the air. Because of this, singing, chanting, and shouting are strongly discouraged. If they occur and to reduce the spread of respiratory droplets, all attendees who are singing or chanting 1) must wear a face covering at all times while singing or chanting, including anyone who is leading a song or chant, and 2) must maintain at least 8-10 feet of physical distance from others. 3) Instrumental music is allowed as long as the musicians maintain at least 8-foot physical distancing. Musicians must be from only one of the three "households". Playing of wind instruments (any instrument played by the mouth, such as a trumpet or clarinet) is strongly discouraged.

³ This is consistent with the State's *Use of Temporary Structures for Outdoor Business Operations* in order to reduce the risk of COVID-19 spread. See <https://www.cdph.ca.gov/Programs/CID/DCDC/Pages/COVID-19/Use-of-Temporary-Structures-for-Outdoor-Business-Operations.aspx>.

- vi. Anyone who develops COVID-19 within 48 hours after attending a private gathering should notify the other attendees as soon as possible regarding the potential exposure. If you have not been contacted by Public Health within a week of your diagnosis, please call and report your case at 833-540-0473.
- b) People leaving their residences must strictly comply with the Social (Physical) Distancing requirements stated in this Order and specified in guidance or protocols established by the County Department of Public Health. This Order, beginning June 19, 2020, requires all persons wear a face covering over both the nose and mouth whenever they leave their place of residence and are or can be in contact with or walking near or past others who are non-household members in both public and private places, whether indoors or outdoors. This includes wearing a face covering when patronizing a business. Wearing a face covering reduces the risk of transmission to others from people who do not have symptoms and do not know they are infected. The use of face coverings is commonly referred to as “source control.”
- c) Persons and businesses within the County of Los Angeles Public Health Jurisdiction are required to follow the COVID-19 infection control protocols and guidance provided by the County Department of Public Health. In instances where the County has not provided a specific guidance or protocol, specific guidance or protocols established by the State Public Health Officer shall control.
 - i. In the event that an owner, manager, or operator of any business knows of three (3) or more cases of COVID-19 among their employees within a span of 14 days, the employer must report this outbreak to the Department of Public Health at (888) 397-3993 or (213) 240-7821, or online at www.redcap.link/covidreport.
 - ii. In the event that an owner, manager, or operator of any business is informed that one or more employees of the business has tested positive for, or has symptoms consistent with COVID-19 (case), the employer must have a protocol to require the case(s) to isolate themselves at home and require the immediate self-quarantine of all employees that had a workplace exposure to the case(s).
- d) Pursuant to the State of California’s action⁴ and the United States District Court Central District of California’s order,⁵ jurisdictions within the County of Los Angeles Public Health Jurisdiction are expected to comply with the provision of hotel and motel rooms for vulnerable people experiencing homelessness through Project Roomkey, which slows the spread of COVID-19 and retains capacity of the healthcare system.

⁴ Office of Governor Gavin Newsom, Action re: Project Roomkey, 4/3/2020, <https://www.gov.ca.gov/2020/04/03/at-newly-converted-motel-governor-newsom-launches-project-roomkey-a-first-in-the-nation-initiative-to-secure-hotel-motel-rooms-to-protect-homeless-individuals-from-covid-19/>; 2020-21 May Revision to the Governor’s Budget, Project Roomkey, pg. 78-79

⁵ Order re: Preliminary Injunction (Case No. LA CV 20-02291-DOC-KES), LA Alliance for Human Rights et al v. City of Los Angeles et al, States District Court Central District of California, 5/15/2020.

4. All people residing within the County of Los Angeles Public Health Jurisdiction who are age 65 or older and all people of any age who have active or unstable pre-existing health conditions, should remain in their residences as much as possible during the pandemic. People in these categories should leave their residences only when necessary to seek medical care, exercise or obtain food or other necessities. People in these categories should avoid any gatherings. The Health Officer strongly recommends that all employers offer telework or other accommodations to persons who are age 65 or older and all people of any age who have an active or unstable pre-existing health condition(s).
5. All government agencies working in the course and scope of their public service employment are Essential Government Functions.
 - a) All government employees are essential, including but not limited to, health care providers and emergency responders including employees who serve in the following areas: law enforcement; emergency services and management; first responders; fire; search and rescue; juvenile detention; corrections; healthcare services and operations; public health; laboratory or medical testing; mental health; community health; public works; executive management employees serving in these fields; all employees assigned to serve in or support the foregoing fields; and all employees whose services are otherwise needed to assist in a declared emergency.
 - b) While all government employees are essential, the employees identified here, and others called to serve in their Disaster Service Worker capacity, must be available to serve the public or assist in response or continuity of operations efforts during this health crisis to the maximum extent allowed under the law.
 - c) This Order does not, in any way, restrict (a) first responder access to the site(s) named in this Order during an emergency or (b) local, state or federal officers, investigators, or medical or law enforcement personnel from carrying out their lawful duties at the site(s) named in this Order.
 - d) All persons who perform Essential Governmental Functions are categorically exempt from this Order while performing such governmental functions or services. Each governmental entity shall identify and designate appropriate employees, volunteers, or contractors to continue providing and carrying out any Essential Governmental Functions. All Essential Governmental Functions should be performed in compliance with the Social (Physical) Distancing Protocol, to the extent possible.
6. This Order does not supersede any stricter limitation imposed by a local public entity within the County of Los Angeles Public Health Jurisdiction.
7. The Health Officer orders the closure of the following types of higher-risk businesses, recreational sites, commercial properties, and activities, where more frequent and prolonged person-to-person contacts are likely to occur:
 - a) Lounges and nightclubs;

- b) Bars and craft distilleries that possess a valid low risk restaurant public health permit issued by the County of Los Angeles.
 - c) [Intentionally omitted];
 - d) Public entertainment venues: movie theaters, live performance theaters, concert venues, theme parks, and festivals;
 - e) Family entertainment centers for indoor operations only and other prohibited activities under **Appendix V**;
 - f) All restaurants, but only for indoor in-person onsite dining until further notice;
 - g) [Intentionally omitted.];
 - h) Indoor playgrounds;
 - i) Indoor portions and exhibits of museums, zoos and aquariums are closed to the public until further notice;
 - j) Hot tubs, steam rooms and saunas not located on a residential property;
 - k) All events and gatherings, unless specifically allowed by this Order.
8. All businesses, unless specific modifications are required by this Order, may remain open to the public and conduct normal business operations, provided that they implement and maintain the Social (Physical) Distancing Protocol as defined in Paragraph 20 and comply with the Social (Physical) Distancing requirements attached to this Order as **Appendix A**. Further, all businesses must also comply with the applicable Los Angeles County Department of Public Health Protocol(s) for its business sector. A business owner, manager, or operator must prepare and post a Social (Physical) Distancing Protocol and any other applicable protocol for each facility or office located within the County of Los Angeles Public Health Jurisdiction and must ensure that the business meets all other requirements of all applicable protocols and the Social (Physical) Distancing Protocol.
9. Lower-Risk Businesses are businesses that are not specified in Paragraph 7 of this Order, and not defined as an Essential Business in Paragraph 18 of this Order. There are four categories of Lower-Risk Businesses that may reopen under this Order: (1) retailers (“Lower-Risk Retail Businesses”), (2) manufacturing and logistics sector businesses that supply Lower-Risk Retail Businesses, (3) Non-Essential office-based businesses (although telework is strongly encouraged), and (4) Indoor Malls and Shopping Centers.. These four categories of Lower-Risk Businesses may reopen subject to the following conditions:
- a) For any Lower-Risk Retail Business that sells goods and services, the owner, manager, or operator must, for each facility located within the County of Los Angeles Public Health Jurisdiction, prior to reopening, prepare, implement and post the Reopening Protocols for Retail Establishments: Opening for In Person Shopping, attached to this Order as **Appendix B**. Lower-Risk Retail Businesses that are open for indoor operations must limit indoor capacity to 25% of maximum occupancy.

- b) For any non-retail Lower-Risk Business, that is a manufacturing and logistics sector business that supplies Lower-Risk Retail Businesses, the owner, manager, or operator must, prior to reopening, prepare, implement and post the required Los Angeles County Department of Public Health Reopening Protocol, applicable to the business type or location, attached to this Order as **Appendix C**.
 - c) For any Non-Essential office-based business, all indoor portions and operations must cease in-person operations until further notice. Non-essential office-based businesses whose operations require employees to work from an office worksite, and that this Order does not identify as an Essential Business, Healthcare Operation, or Essential Infrastructure, may operate via telework and for Minimum Basic Operations only. Essential Businesses, Healthcare Operations, or Essential Infrastructure whose operations require that employees operate from an office worksite, must require employees to telework to the extent feasible and any in-person operations must be in accordance with the required Los Angeles County Department of Public Health Reopening Protocol Office-Based Worksites, attached to this Order as **Appendix D**. Essential office-based businesses that are open for indoor operations must limit indoor capacity to 25% of maximum occupancy. This restriction does not apply to Healthcare Operations, Essential Infrastructure, and Essential Government Functions.
 - d) For Indoor Malls and Shopping Centers, defined as: A building with (7) or more sales or retail establishments with adjoining indoor space, beginning October, 7, 2020, the owner or operator of the Indoor Mall or Shopping Center, including indoor swap meets, may reopen at up to 25% of overall mall or shopping center capacity. Higher-risk businesses located within an Indoor Mall or Shopping Center must continue to comply with Paragraph 7 of this Order and remain closed until each of those types of establishments is allowed to resume modified or full operations. Food court dining areas and specified common areas located within an Indoor Mall or Shopping Center must remain closed to the public until further notice. Members of the public may not consume food or beverages inside the Indoor Mall or Shopping Center. All businesses located within an Indoor Mall or Shopping Center, and not subject to Paragraph 7 of this Order, must adhere to the applicable requirements of this Order. The owner or operator of the Indoor Mall or Shopping Center must, prior to reopening, prepare, implement and post the required Los Angeles County Department of Public Health Protocols for Shopping Center Operators, attached to this Order as **Appendix E**.
- 9.5. The State Public Health Officer has provided guidance for certain sectors, businesses and activities in Stage 3 of the California Pandemic Resilience Roadmap to conditionally reopen with workplace and operational modifications. The Health Officer, after considering local epidemiological data and after consultation with the Board of Supervisors, approves the reopening of the following specific sectors, businesses and activities subject to the following conditions:
- a) Music, film and television production. Operations for music, film and television production may resume on June 12, 2020. The owner, manager, or operator of music, film and television production must, prior to reopening, prepare, implement and post the required Los Angeles County Department of Public Health

- Reopening Protocol for Music, Film and Television Production, attached to this Order as **Appendix J**, as well as abide by applicable industry-generated protocols.
- b) Day camps. Day camps may reopen on June 12, 2020. Day camp owners and operators must implement and post the required Los Angeles County Department of Public Health Reopening Protocol for Day Camps, attached to this Order as **Appendix K**.
 - c) Fitness facilities. Fitness facilities, including private gymnasiums, may be open for outdoor operations only. The indoor portions of Fitness facilities are closed to the public until further notice. Outdoor occupancy at gyms and fitness facilities is limited to 50% of outdoor occupancy. The owner, manager, or operator of fitness facilities must, prior to reopening, prepare, implement and post the required Los Angeles County Department of Public Health Reopening Protocol for Gyms and Fitness Establishments, attached to this Order as **Appendix L**.
 - d) Outdoor portions of museums, galleries, botanical gardens, and outdoor facilities at zoos, aquariums, and other similar exhibition spaces (collectively, "Museums") may remain open to the public. The indoor portions of Museums are closed to the public until further notice. Outdoor occupancy at Museums is limited to 50% of outdoor occupancy. The owner, manager, or operator of Museums and exhibition spaces must, prior to reopening, prepare, implement and post the required Los Angeles County Department of Public Health Reopening Protocol for Museums, Galleries, Zoos, and Aquariums, attached to this Order as **Appendix M**.
 - e) Professional sports without audiences. Professional sports teams and franchises may restart operations and competitions without audiences on June 12, 2020. The owner, manager, or operator of professional sports teams and franchises must, prior to reopening, prepare, implement and post the required Los Angeles County Department of Public Health Protocol for Professional Sports Leagues and Facilities Opening for Training Sessions and Spectator-Free Events, attached to this Order as **Appendix N**, as well as abide by applicable industry-generated protocols.
 - f) Campgrounds, RV Parks and associated outdoor activities. Campgrounds and recreational vehicle parks may reopen on June 12, 2020. The owner, manager, or operator of campgrounds and RV Parks must, prior to reopening, prepare, implement and post the required Los Angeles County Department of Public Health Reopening Protocol for Campgrounds, RV parks and Cabin Rental Units, attached to this Order as **Appendix O**.
 - g) Schools (K-12) and School Districts. The County Public Health Officer requires all public and private schools (K-12) and school districts within the County of Los Angeles to conduct distance learning only. Beginning September 14, 2020, K-12 schools may offer in-school services for a small, stable cohort of students with Individualized Education Programs (IEPs) or English Learners (ELs) needing assessments and/or specialized in-school services, with priority given to students with disabilities. Other prioritized groups for in person support and services include students not participating in distance learning, students at risk of abuse or neglect, foster youth, and students experiencing homelessness. Permissible in-

person specialized services that require cohorting of students, must limit the maximum stable cohort size to fourteen(14) students and two (2) staff (not including aides assigned to children with special needs), and adhere to all provisions for safe opening of schools, as outlined in **Appendix T1: Reopening Protocols for K-12 Schools**. Schools must limit the number of students with IEPs and ELs, and other prioritized students allowed at any one time on campus for essential assessments and/or specialized in-school services to 25% or less of the total student body. In addition, Schools may reopen TK-2nd Grades for classroom instruction with a waiver application approved by the County Department of Public Health. Schools and School Districts that are permitted to reopen for prioritized individual and cohorted students (K-12) or upon an approved waiver application (TK-12) must follow the Reopening Protocols for K-12 Schools and the Protocol for COVID-19 Exposure Management Plan in K-12 Schools, attached to this Order as **Appendices T1 & T2**. Schools may continue to offer day care for school-aged children so that essential members of the workforce continue to have available childcare. Schools offering day care for school-aged children must adhere to all provisions in the protocol for Programs Providing Day Care for School-Aged Children.

- h) Personal Care Establishments. Personal Care Establishments may reopen for indoor operations with required modifications. Personal Care Establishments also include hair salons, nail salons, barbershops, esthetic, skin care, electrology, body art professionals, tattoo parlors, and piercing shops, tanning salons and massage therapy (in non-healthcare settings). Indoor capacity at Personal Care Establishments is limited to 25% of maximum capacity at all times. Services at Personal Care Establishments may only be provided by appointment. Customers and staff must keep their face coverings on, over both their nose and mouth, at all times; services that require a customer/client or a personal care attendant to remove their face covering, e.g., facials and shaves, are prohibited. The owner, manager or operator of a personal care establishment must, prior to reopening, prepare, implement and post the required Los Angeles County Department of Public Health Reopening Protocol for Personal Care Establishments, attached to this Order as **Appendix R**.
- i) Institutes of Higher Education. Colleges and universities in Los Angeles County will not be able to resume all in-person academic instruction, at this time. Institutions may continue to offer in person training and instruction for essential workforce for required activities that cannot be accomplished through virtual learning. All other academic instruction must continue to be done via distance-learning as specified in the County's Protocols for Institutes of Higher Education attached to this Order as **Appendix U**. Faculty and other staff may come to campus for the purpose of providing distance learning, and other activities related to the purposes above, as well as maintaining minimum basic operations. The institution must comply with all relevant portions of the County's Protocols for Institutes of Higher Education to maximize safety for all employees, also noted in Appendix U.
- j) Cardrooms. On October 5, 2020, Cardrooms, satellite wagering facilities, and racetrack onsite wagering facilities may reopen for outdoor operations only. The

indoor portions of cardrooms remain closed to the public until further notice. Capacity of outdoor operations at cardrooms is limited to 50% maximum occupancy of the outdoor operations area. No food or beverages are permitted at or near the gaming tables or machines. The owner or operator of a cardroom must, prior to reopening, prepare, implement and post the required Los Angeles County Department of Public Health Reopening Protocol for Cardrooms attached to this Order as **Appendix Q**.

- k) Miniature Golf, Batting Cages, and Go Cart Racing. On October 23, 2020, Miniature Golf, Batting Cages, and Go Cart Racing may reopen for outdoor operations only. The indoor portions of these businesses remain closed to the public until further notice. Capacity of outdoor operations at Miniature Golf, Batting Cages, and Go Cart Racing businesses is limited to 50% maximum occupancy of the outdoor operations area. Arcade and other amusement games may not be operated outside. Food and beverages may not be consumed during use of the miniature golf course, batting cages or go carts. The owner or operator of an establishment that offers miniature golf, batting cages, and/or go cart racing must, prior to reopening, prepare, implement and post the required Los Angeles Public Health Protocols for Miniature Golf, Batting Cages, and Go Cart Racing attached to this Order as **Appendix V**.

REASONS FOR THE ORDER

10. This Order is based upon the following determinations: evidence of continued community transmission of COVID-19 within the County; continued uncertainty regarding the degree of undetected asymptomatic transmission; scientific evidence and best practices regarding the most effective approaches to slow the transmission of communicable diseases generally and COVID-19 specifically; evidence that a significant portion of the County population is at risk for serious health complications, including hospitalizations and death from COVID-19, due to age or pre-existing health conditions; and further evidence that other County residents, including younger and otherwise healthy people, are also at risk for serious negative health outcomes and for transmitting the virus to others. The Order's intent is to protect the public from the avoidable risk of serious illness and death resulting from the spread of COVID-19.
11. Existing community transmission of COVID-19 in Los Angeles County remains widespread and continues to present a substantial and significant risk of harm to residents' health. As of February 9, 2021, there have been at least 1,152,239 cases of COVID-19 and 18,360 deaths reported in Los Angeles County. There remains a strong likelihood that increased interactions among members of the public will result in a significant and increasing number of cases of community transmission. Making the community transmission problem worse, some individuals who contract the virus causing COVID-19 have no symptoms or have only mild symptoms, and so are unaware that they carry the virus and are transmitting it to others. Further, evidence shows that the virus can, at times, survive for several hours on surfaces and can be indirectly transmitted between individuals. Because even people without symptoms can transmit the virus, and because evidence shows the infection is easily spread, preventing, limiting, and placing conditions on various types of gatherings and other

direct and indirect interpersonal interactions have been proven to reduce the risk of transmitting the virus.

12. Evidence suggests that until recently the restrictions and requirements imposed by Prior Orders slowed the rate of increase in community transmission and hospitalizations by limiting interactions among people, consistent with the efficacy of similar measures in other parts of the country and world. Unfortunately, COVID-19 remains widespread in Los Angeles County, which has recently resulted in approximately 200 deaths per day. Further, the number of COVID-19 related hospitalizations remains very high. Moreover, because a vaccine has not yet had wide distribution among the population within the County, the public health emergency and attendant risks to the public's health associated with COVID-19 still predominate.
13. In line with the State Public Health Officer, the Health Officer is monitoring several key indicators (COVID-19 Indicators) within the County. Activities and business operations that are permitted must be conducted in accordance with the required Social (Physical) Distancing, reopening protocols, and other infection control protocols ordered by the Health Officer.
14. The Health Officer will continue monitoring COVID-19 Indicators to assess the impact of easing restrictions and re-opening sectors. Those Indicators include, but are not limited to:
 - a) The number of new cases, hospitalizations and deaths and the testing positivity rate.
 - b) The capacity of hospitals and the healthcare system in the County, including acute care beds, Intensive Care Unit beds, and ventilators to provide care for existing COVID-19 patients and other patients, and capacity to surge with an increase of COVID-19 cases.
 - c) The supply of personal protective equipment (PPE) available for hospital staff, nursing home staff and other healthcare providers and personnel who need PPE to safely respond to and treat COVID-19 patients and other patients.
 - d) The ability and capacity to quickly and accurately test persons to determine whether individuals are COVID-19 positive, especially those in vulnerable populations or high-risk settings or occupations, and to identify and assess outbreaks.
 - e) The ability to conduct case investigation and contact tracing for the volume of future cases and associated contacts, isolating confirmed cases and quarantining persons who have had contact with confirmed cases.

DEFINITIONS AND EXEMPTIONS

15. The following activities are permitted under this Order:
 - a) Engaging in activities or performing tasks important to the health and safety of family or household members (including pets), such as, visiting a health or veterinary care professional, obtaining medical supplies or medication, visiting a

- physician or child's pediatrician for routine care, such as, well-child visits and vaccinations;
- b) Obtaining necessary services and supplies for family or household members, or delivering the same, such as, obtaining grocery items or necessary supplies from Essential Businesses for one's household or for delivery to others;
 - c) Performing work for or accessing businesses that are open, or to carry out Minimum Basic Operations for businesses that are closed or operating remotely.
 - d) Obtaining or accessing services from Essential Governmental Functions, such as, accessing court, social and administrative services, or complying with an order of law enforcement or court;
 - e) Caring for minors, the elderly, dependents, persons with disabilities, or other vulnerable persons;
 - f) Obtaining in-person behavioral health or substance use disorder support in therapeutic small group meetings, such as Alcoholics Anonymous or Narcotics Anonymous, provided that the gathering is limited to 10 people or fewer and Social (Physical) Distancing is practiced.
 - g) Obtaining in-person faith-based counselling services where the service cannot reasonably be practiced remotely, provided that the gathering is limited to 10 people or fewer and Social (Physical) Distancing is practiced.
 - h) Attending faith-based services. Places of Worship should engage in outdoor or remote faith-based services and other related activities for all attendees, especially for those who are vulnerable to COVID-19 including older adults and those with co-morbidities given the currently high rate of community transmission and high number of hospitalizations and premature deaths associated with COVID-19. If drive-in outdoor services are offered, cars are directed to park at least 6 feet apart. When carrying out virtual activities indoors, it is recommended that no more than 10 individuals participate in production and broadcast process; anyone participating in production and broadcast must follow infection control and physical distancing requirements. If in-person outdoor services are held, the number of persons on-site outdoors at any time shall be reduced as needed to permit compliance with physical distancing requirements. If in-person indoor services are held, the number of persons in attendance indoors shall be limited to 25% of the maximum occupancy, based on the applicable Building Code or Fire Code. All persons attending either indoor or outdoor services must comply with the infection control and physical distancing requirements, as specified in Social (Physical) Distancing Protocol (**Appendix A**), including but not limited to, clergy, staff, choir, volunteers, attendees, and any visitors at the facility maintaining a minimum of six feet between others from different households and all must wear a face covering or mask over both the nose and mouth at all times while in or on the grounds of the facility and when walking near or past non-household members, among others. The California Department of Public Health advises that "activities such as singing, and chanting negate the risk-reduction achieved through six feet of physical distancing" due to an increased likelihood for transmission from contaminated exhaled droplets. Consider practicing these activities through alternative methods (such as internet streaming) that ensure

individual congregation members perform these activities separately in their own homes or alone in a separate room at the Place of Worship. Please review the State Industry Guidance for Places of Worship and Providers of Religious Services and Cultural Ceremonies [here](#). The Centers for Disease Control and Prevention recommends organizations consider temporarily suspending singing, chanting, or shouting, especially when indoors. If attendees choose to sing, chant, or shout, encourage them to continue wearing their masks while doing so and increase the distance between people to greater than 6 feet. Faith-based organizations holding in-person services, must follow the Department of Public Health Social (Physical) Distancing Protocols, attached to this Order as **Appendix A**.

- i) Engaging in outdoor recreation activity, in compliance with Social (Physical) Distancing requirements and wearing a face covering, subject to the following limitations:
 - i. Outdoor recreation activity at parks, trails, piers, and beaches, and other open spaces must comply with any access or use restrictions separately established by the Health Officer, government, or other entity that manages the area to reduce crowding and the risk of COVID-19 transmission.
 - ii. Use of shared outdoor facilities for recreational activities, including but not limited to golf courses, tennis and pickleball courts, children's playgrounds, shooting and archery ranges, equestrian centers, model airplane areas, community gardens, skate parks, and bike parks, must comply with any access or use restrictions separately established by the Health Officer, government, or other entity that manages the area to reduce crowding and the risk of COVID-19 transmission.
 - iii. Local public entities may elect to temporarily close certain streets or areas to automobile traffic, to allow for increased space for persons to engage in recreational activity permitted by and in compliance with Social (Physical) Distancing requirements specified in this Order.
 - iv. Swimming pools and splash pads in any non-residential setting may reopen on June 12, 2020, with the owner, manager, or operator of the swimming pool or splash pad implementing and posting the required Los Angeles County Department of Public Health Protocol for Swimming Pools. All hot tubs, saunas, and steam rooms located on non-residential property remain closed.
 - v. For-hire fishing, guided fishing, or small-group chartered boat trips may resume operating on June 12, 2020, with the owner, manager, or operator of the charter business implementing the required Los Angeles County Department of Public Health Protocols for Small Water Vessel Charters.
- j) Participating in a Vehicle-Based Parade. The host of the Vehicle-Based Parade must comply with all local ordinances, traffic control requirements, and state and local laws. Further, the host of Vehicle-Based Parades must comply with the Los Angeles County Department of Public Health Vehicle-Based Parade Protocol, attached to this Order as **Appendix G**.

- k) Participating in an in-person protest as long as the protest is held outdoors. Outdoor protests are permitted without a limit on attendees. Persons participating in a protest must wear a face covering and maintain physical distancing of six (6) feet between persons or groups of persons from different households at all times, as well as observe the Department of Public Health Protocol for Public Demonstrations.
16. Individuals may work for, train for, volunteer at, or obtain services at Healthcare Operations: hospitals, clinics, laboratories, dentists, optometrists, pharmacies, physical therapists, rehabilitation and physical wellness programs, chiropractors, pharmaceutical and biotechnology companies, other licensed healthcare facilities, healthcare suppliers, home healthcare service providers, mental or behavioral health providers, alcohol and drug treatment providers, cannabis dispensaries with a medicinal cannabis license and all other required state and local licenses, blood and blood product donation organizations, medical or scientific research companies, or any related and/or ancillary healthcare services, manufacturers, distributors and servicers of medical devices, diagnostics, and equipment, veterinary care, and other animal healthcare. This exemption shall be construed to avoid any impact to the delivery of healthcare, broadly defined.
17. Individuals may provide any service, train for, or perform any work necessary to the operation and maintenance of Essential Infrastructure, which is defined as, public health operations, public works construction, airport operations, port operations, food supply, water, sewer, gas, electrical, oil extraction and refining, roads and highways, public transportation, solid waste collection, removal and processing, flood control and watershed protection, cemeteries, mortuaries, crematoriums, and internet and telecommunications systems (including the provision of essential global, national, local infrastructure for computing services, business infrastructure, communications, and web-based services), and manufacturing and distribution companies deemed essential as part of the Essential Infrastructure supply chain, provided that they carry out those services or that work. In providing these services, training for, or performing this work, individuals must comply with Social (Physical) Distancing requirements to the extent practicable.
18. For purposes of this Order, Essential Businesses are:
- a) Grocery stores, certified farmers' markets, farm and produce stands, supermarkets, food banks, convenience stores, warehouse stores, and other establishments engaged in the retail sale of canned food, dry goods, fresh fruit and vegetables, pet supply, water, fresh meats, fish, and poultry, and any other household consumer products (such as cleaning or personal care products). This includes stores that sell groceries and other non-grocery products, such as products necessary to maintaining the safety, sanitation, and essential operation of residences. Stand-alone grocery stores where the principal business activity is the sale of food may operate at 35% of capacity (based on building code occupancy limits). All access to grocery stores and retail food markets must be strictly metered to ensure compliance with the limit on capacity. The sale of food, beverages, and alcohol for in-store consumption is prohibited. Retail food

markets, including but not limited to grocery stores, convenience stores, liquor stores and other retail locations that sell food or beverage products and that are required to have a health permit issued by the Department of Public Health as a Food Market Retail, must comply with the Los Angeles County Department of Public Health Protocols for Grocery Stores and Retail Food Markets, attached to this Order as **Appendix B-1**;

- b) Food processors, confectioners, food packagers, food testing labs that are not open to the public, and food cultivation, including farming, livestock, and fishing;
- c) Organizations and businesses that provide food, shelter, social services, and other necessities of life for economically disadvantaged or otherwise needy individuals (including gang prevention and intervention, domestic violence, and homeless service agencies);
- d) Newspapers, television news, radio, magazine, podcast and journalism activities, including taped, digitally recorded or online-streamed content of any sort that is produced by one or more members of a single household, within the household's residence and without the physical presence of any non-member of the household;
- e) Gas stations, auto-supply, mobile auto repair operations, auto repair shops (including, without limitation, auto repair shops adjacent to or otherwise in connection with a retail or used auto dealership), and bicycle repair shops and related facilities;
- f) Banks, credit unions, financial institutions and insurance companies;
- g) Hardware stores, nurseries; building supply stores;
- h) Plumbers, electricians, exterminators, custodial/janitorial workers, handyman services, funeral homes and morticians, moving services, HVAC installers, carpenters, vegetation services, tree maintenance, landscapers, gardeners, property managers, private security personnel and other service providers who provide services to maintain the safety, sanitation, and essential operation to properties and other Essential Businesses;
- i) Businesses providing mailing and shipping services, including post office boxes;
- j) Educational institutions (including public and private K-12 schools, colleges, and universities);
- k) Laundromats, dry cleaners, and laundry service providers;
- l) Restaurants and other food facilities that prepare and serve food, but only for delivery, drive thru, carry out, and outdoor dining. Indoor dining is not permitted. Restaurants with a moderate risk or high risk restaurant permit issued by the County of Los Angeles Department of Public Health and other food facilities must follow the revised Department of Public Health Protocols for Restaurants, attached to this Order as **Appendix I**. Cafeterias, commissaries, and restaurants located within hospitals, nursing homes, or other licensed health care facilities may provide dine-in service, as long as Social (Physical) Distancing is practiced;
- m) Businesses that supply office or computer products needed by people who work from home;

- n) Businesses that supply other Essential Businesses with the support or supplies necessary to operate;
- o) Non-manufacturing, transportation or distribution businesses that ship, truck, transport, or provide logistical support to deliver groceries, food, goods or services directly to residences, Essential Businesses, Healthcare Operations, and Essential Infrastructure. This exemption shall not be used as a basis for engaging in sales to the general public from retail storefronts;
- p) Airlines, taxis, ride sharing services and other private transportation providers providing transportation services necessary for activities of daily living and other purposes expressly authorized in this Order;
- q) Businesses that manufacture parts and provide necessary service for Essential Infrastructure;
- r) Home-based care for seniors, adults, disabled persons, or children;
- s) Residential facilities and shelters for homeless residents, disabled persons, seniors, adults, children and animals;
- t) Professional services, such as legal, payroll or accounting services, when necessary to assist in compliance with legally mandated activities, and the permitting, inspection, construction, transfer and recording of ownership of housing, including residential and commercial real estate and anything incidental thereto, provided that appointments and other residential viewings must only occur virtually or, if a virtual viewing is not feasible, by appointment with no more than two visitors at a time residing within the same household or living unit and one individual showing the unit (except that in-person visits are not allowed when the occupant is still residing in the residence);
- u) Childcare facilities. All childcare facilities, including those operating at schools, must operate under the LAC DPH Childcare Guidance and the following conditions: (1) Childcare must be carried out in stable cohorted groups of 14 or fewer ("stable" means the same fourteen (14) or fewer children are in the same group each day); (2) Children shall not change from one group to another; (3) If more than one group of children is cared for at one facility, each group shall be in a separate room. Groups shall not mix with each other; (4) Childcare providers shall not be assigned to more than two different stable groups of children;
- v) Hotels, motels, shared rental units and similar facilities. Hotels, motels, shared rental units and similar facilities may reopen for tourism and individual travel, in adherence with the required Los Angeles County Department of Public Health Reopening Protocol for Hotels, Lodging and Short-Term Rentals, attached to this Order as **Appendix P**;
- w) Construction, which includes the operation, inspection, and maintenance of construction sites and construction projects for construction of commercial, office and institutional buildings, residential and housing construction;
- x) [Intentionally omitted].

19. For purposes of this Order, "Social (Physical) Distancing" means: (1) Maintaining at least six (6) feet of physical distance from individuals who are not members of the same household; (2) Frequently washing hands with soap and water for at least 20 seconds, or using hand sanitizer that contains at least 60% alcohol; (3) Wearing a face covering when whenever an individual leaves their home or place of residence, and when an individual is or can be in contact with or walking by or past others who are non-household members in both public and private places, whether indoors or outdoors. Wearing a face covering over both the nose and mouth reduces the risk of transmission to others from people who do not have symptoms and do not know they are infected; and (4) Avoiding all physical interaction outside the household when sick with a fever or cough, except for necessary medical care.
20. For purposes of this Order, the "Social (Physical) Distancing Protocol" that must be implemented and posted must demonstrate how the following infection control measures are being implemented and achieved, as applicable:
- a) Limiting the number of people who may enter into the facility at any one time to ensure that people in the facility can easily maintain a minimum six (6) foot physical distance from others, at all times, except as required to complete a business activity or transaction. Members of a single household or living unit may stand or move together but must be separated from others by a physical distance of at least six (6) feet.
 - b) Where lines may form at a facility, marking six (6) foot increments at a minimum, establishing where individuals should stand to maintain adequate Social (Physical) Distancing, whether inside or outside the facility.
 - c) Providing hand sanitizer, soap and water, or effective disinfectant at or near the entrance of the facility and in other appropriate areas for use by the public and employees, and in locations where there is high-frequency employee interaction with members of the public (e.g., cashiers). Restrooms normally open to the public shall remain open to the public.
 - d) Posting a sign in a conspicuous place at all public entries that instructs the public not to enter if they are experiencing symptoms of respiratory illness, including fever or cough, to wear face coverings, and to maintain Social (Physical) Distancing from one another.
 - e) Providing for the regular disinfection of high-touch surfaces, and disinfection of all payment portals, pens, and styluses after each use. All businesses are encouraged to also offer touchless payment mechanisms, if feasible.
 - f) Providing face coverings to employees and contracted workers whose duties require close contact with other employees and/or the public. Those who have been instructed by their medical provider that they should not wear a face covering should wear a face shield with a drape on the bottom edge, to be in compliance with State directives, as long as their condition permits it. A drape that is form fitting under the chin is preferred. Masks with one-way valves should not be used.
 - g) Requiring that members of the public who enter the facility wear a face-covering over both the nose and mouth, which reduces the risk of "asymptomatic" or "pre-symptomatic" transmission to workers and others, during their time in the facility.

- h) Adhering to communicable disease control protocols provided by the Los Angeles County Department of Public Health, including requirements for cleaning and disinfecting the site. See protocols posted at www.publichealth.lacounty.gov/media/Coronavirus/.
21. Operators of businesses that are required to cease in-person operations may conduct Minimum Basic Operations, which means:
- a) The minimum necessary activities to maintain and protect the value of the business's inventory and facilities; ensure security, safety, and sanitation; and process payroll and employee benefits;
 - b) The minimum necessary activities to facilitate the business's owners, employees, and contractors being able to continue to work remotely from their residences, and to ensure that the business can deliver its services remotely.

ADDITIONAL TERMS

22. The County shall promptly provide copies of this Order by: (a) posting it on the Los Angeles Department of Public Health's website (www.publichealth.lacounty.gov), (b) posting it at the Kenneth Hahn Hall of Administration located at 500 West Temple Street, Los Angeles, CA 90012, (c) providing it to any member of the public requesting a copy, and (d) issuing a press release to publicize the Order throughout the County.
- a) The owner, manager, or operator of any facility that is likely to be impacted by this Order is strongly encouraged to post a copy of this Order onsite and to provide a copy to any member of the public requesting a copy.
 - b) Because guidance may change, the owner, manager, or operator of any facility that is subject to this Order is ordered to consult the Los Angeles County Department of Public Health's website (www.publichealth.lacounty.gov) daily to identify any modifications to the Order and is required to comply with any updates until the Order is terminated.
23. If any subsection, sentence, clause, phrase, or word of this Order or any application of it to any person, structure, gathering, or circumstance is held to be invalid or unconstitutional by a decision of a court of competent jurisdiction, then such decision will not affect the validity of the remaining portions or applications of this Order.
24. This Order incorporates by reference, the March 4, 2020 Proclamation of a State of Emergency issued by Governor Gavin Newsom and the March 4, 2020 declarations of a local and public health emergency issued by the Los Angeles County Board of Supervisors and Los Angeles County Health Officer, respectively, and as they may be supplemented.
25. This Order is issued in consideration of the County's current status within the tiered reopening approach of California's Blueprint for a Safer Economy issued August 28, 2020. This Order may be revised in the future as the State Public Health Officer progressively designates sectors, businesses, establishments, or activities for reopening with required modifications or closure at a pace designed to protect health

and safety. Should local COVID-19 conditions warrant, the Health Officer may, after consultation with the Board of Supervisors, issue orders that are more restrictive than the guidance and orders issued by the State Public Health Officer.

- 26. This Order is consistent with the provisions in the Governor’s Executive Order N-60-20 and the State Public Health Officer’s May 7, 2020 Order, that local health jurisdictions may implement or continue more restrictive public health measures in the jurisdiction if the local health officer believes conditions in that jurisdiction warrant them. Where a conflict exists between this Order and any state public health order related to controlling the spread of COVID-19 during this pandemic, the most restrictive provision controls. Consistent with California Health and Safety Code section 131080, except where the State Health Officer may issue an order expressly directed at this Order or a provision of this Order and based upon a finding that a provision of this Order constitutes a menace to the public health, any more restrictive measures in this Order may continue to apply and control in the County of Los Angeles Public Health Jurisdiction.
- 27. Pursuant to Sections 26602 and 41601 of the California Government Code and Section 101029 of the California Health and Safety Code, the Health Officer requests that the Sheriff and all chiefs of police in all cities located in the Los Angeles County Public Health Jurisdiction ensure compliance with and enforcement of this Order. The violation of any provision of this Order constitutes an imminent threat and menace to public health, constitutes a public nuisance, and is punishable by fine, imprisonment or both.
- 28. This Order shall become effective at 11:59 pm on February 10, 2021 and will continue to be until it is revised, rescinded, superseded, or amended in writing by the Health Officer.

IT IS SO ORDERED:



2/10/2021

Muntu Davis, M.D., M.P.H.

Date

Health Officer,
County of Los Angeles

Appendices At-A-Glance

All DPH protocol is available at:

<http://www.publichealth.lacounty.gov/media/Coronavirus/>

Appendix A: Protocol for Social Distancing [Revised 12/29/2020]

Appendix B: Protocols for Retail Establishments Opening for In-person Shopping [Revised 1/28/2021]

Appendix B-1: Protocols for Grocery Stores and Retail Food Markets [Revised 1/28/2021]

Appendix C: Reopening Protocol for Warehousing, Manufacturing and Logistic Establishments [Revised 2/5/2021]

Appendix D: Protocols for Office Worksites [Revised 2/1/2021]

Appendix E: Protocols for Shopping Center Operators [Revised 1/28/2021]

Appendix F: [Rescinded on 12/29/2020]

Appendix G: Protocol for Vehicle-Based Parades [Revised 10/13/2020]

Appendix H: [Rescinded and Incorporated into Appendix R on 10/23/2020]

Appendix I: Protocol for Restaurants, Breweries and Wineries [Revised 2/2/2021]

Appendix J: Reopening Protocol for Music, Film, and Television Production [Revised 1/22/2021]

Appendix K: Reopening Protocol for Day Camps [Revised 2/8/2021]

Appendix L: Reopening Protocol for Gyms and Fitness Establishments [Revised 2/5/2021]

Appendix M: Reopening Protocol for Museums, Galleries, Zoos, and Aquariums [Revised 1/28/2021]

Appendix N: Protocol for Professional Sports Leagues and Facilities Opening for Training Sessions and Spectator-Free Events [Revised 12/12/2020]

Appendix O: Reopening Protocol for Campgrounds, RV parks and Cabin Rental Units [Revised 1/28/2021]

Appendix P: Reopening Protocol for Hotels, Lodging, and Short-Term Rentals [Revised 1/28/2021]

Appendix Q: Reopening Protocol for Cardrooms [Revised 1/28/2021]

Appendix R: Reopening Protocol for Personal Care Establishments [Revised 1/28/2021]

Appendix S: [Rescinded 6/28/2020]

--continued on next page--

Appendix T1: Reopening Protocols for K-12 Schools [Revised 12/28/2020]

Appendix T2: Protocol for COVID-19 Exposure Management Plan in K-12 Schools
[Revised 2/8/2021]

Appendix U: Reopening Protocol for Institutes of Higher Education [Revised 2/9/2021]

Appendix V: Protocols for Miniature Golf, Batting Cages, and Go Cart Racing [Revised
1/28/2021]

Attachment B

MOTION BY SUPERVISORS SHEILA KUEHL AND
HILDA L. SOLIS

November 10, 2020

**Updating the County’s Eviction Moratorium in Light of AB3033 and Federal
Eviction Moratorium and Extending Non-Preempted Tenant Protections Through
January 31, 2021**

The County of Los Angeles continues to face an unprecedented public health and economic crisis due to the novel coronavirus (COVID-19) pandemic. The Board has responded with a series of emergency orders to provide timely and necessary relief to tenants facing socio-economic and health impacts due to the COVID-19 pandemic. This also includes the release of Coronavirus Relief Fund (CRF) under the Coronavirus Aid, Relief, and Economic Security (CARES) Act to be provided for rent relief for those who have experienced loss of income, reduction in hours, or unemployment as a result of the COVID-19 pandemic. On March 19, 2020, the Chair of the Board of Supervisors (Board) issued an Executive Order imposing a temporary moratorium on evictions for non-payment of rent by residential or commercial tenants impacted by COVID-19 in the unincorporated areas, commencing March 4, 2020, through May 31, 2020, which the Board has now extended through November 30, 2020 (Eviction Moratorium). On September 1, 2020, this Board extended the Eviction Moratorium and established the

MOTION

SOLIS _____

RIDLEY-THOMAS _____

KUEHL _____

HAHN _____

BARGER _____

County's Eviction Moratorium as the baseline for all incorporated cities within Los Angeles County to the extent the cities' eviction moratoria do not include the same or greater tenant protections as the provisions of the County's Eviction Moratorium.

Although the County's Eviction Moratorium is partially preempted by AB 3088, the County is still able to provide needed protections for residential tenants and mobilehome space renters, such as those related to the rent freeze, protection from harassment, and eviction protections related to just cause, nuisance, and unauthorized occupants or pets whose presence is necessitated by or related to the COVID-19 emergency. Additionally, the County's Eviction Moratorium with respect to protections for commercial tenants, including eviction protection for those who are unable to pay rent due to the COVID-19 pandemic is unaffected by AB 3088. As such, due to the ongoing COVID-19 pandemic, this Board should take action to further extend these eviction protections for residential and commercial tenants as it is in the County's best interest to protect tenants and prevent housed individuals from falling into homelessness and to minimize losses to local businesses.

WE, THEREFORE, MOVE that the Board of Supervisors:

1. Direct County Counsel and the Department of Business and Consumer Affairs (DCBA) to update the Resolution further amending and restating the County's Eviction Moratorium Executive Order to extend protections for residential and commercial tenants and mobilehome space renters that are not preempted by AB 3088 through January 31, 2021; and
2. Authorize and direct the Chair of the Board to sign the updated Resolution, upon approval as to form by County Counsel.

**RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF
LOS ANGELES FURTHER AMENDING AND RESTATING THE EXECUTIVE
ORDER FOR AN EVICTION MORATORIUM DURING EXISTENCE OF A LOCAL
HEALTH EMERGENCY REGARDING NOVEL CORONAVIRUS (COVID-19)**

WHEREAS, on March 4, 2020, the Chair of the Los Angeles County Board of Supervisors ("Board") proclaimed, pursuant to Chapter 2.68 of the Los Angeles County Code, and the Board ratified that same day, the existence of a local emergency because the County of Los Angeles ("County") is affected by a public calamity due to conditions of disaster or extreme peril to the safety of persons and property arising as a result of the introduction of the novel coronavirus ("COVID-19") in Los Angeles County;

WHEREAS, also on March 4, 2020, the County Health Officer determined that there is an imminent and proximate threat to the public health from the introduction of COVID-19 in Los Angeles County, and concurrently declared a Local Health Emergency;

WHEREAS, ensuring that all people in the County continue to have access to running water during this public health crisis will enable compliance with public health guidelines advising people to regularly wash their hands, maintain access to clean drinking water, help prevent the spread of COVID-19, and prevent or alleviate illness or death due to the virus;

WHEREAS, ensuring that all customers in the County that receive power services from Southern California Edison and Southern California Gas Company (collectively, "Public Utilities") continue to have access to electricity so they are able to receive important COVID-19 information, keep critical medical equipment functioning, and utilize power, as needed, will help to prevent the spread of COVID-19 and prevent or alleviate illness or death due to the virus;

WHEREAS, on March 13, 2020, the Public Utilities announced that they will be suspending service disconnections for nonpayment and waiving late fees, effective immediately, for residential and business customers impacted by the COVID-19 emergency;

WHEREAS, on March 16, 2020, Governor Newsom issued Executive Order N-28-20 that authorizes local governments to halt evictions of renters, encourages financial institutions to slow foreclosures, and protects renters and homeowners against utility shutoffs for Californians affected by COVID-19;

WHEREAS, on March 19, 2020, the Chair of the Board issued an Executive Order ("Executive Order") that imposed a temporary moratorium on evictions for non-payment of rent by residential or commercial tenants impacted by COVID-19 ("Moratorium"), commencing March 4, 2020, through May 31, 2020 ("Moratorium Period");

WHEREAS, on March 21, 2020, due to the continued rapid spread of COVID-19 and the need to protect the community, the County Health Officer issued a revised Safer

at Home Order for Control of COVID-19 ("Safer at Home Order") prohibiting all events and gatherings and closing non-essential businesses and areas until April 19, 2020;

WHEREAS, on March 27, 2020, Governor Newsom issued Executive Order N-37-20 extending the period for response by tenants to unlawful detainer actions and prohibiting evictions of tenants who satisfy the requirements of Executive Order N-37-20;

WHEREAS, on March 31, 2020, the Board ratified the Chair's Executive Order and amended the ratified Executive Order to include a ban on rent increases in the unincorporated County to the extent permitted by State law and consistent with Chapter 8.52 of the County Code;

WHEREAS, on April 6, 2020, the California Judicial Council, the policymaking body of the California courts, issued eleven temporary emergency measures, of which Rules 1 and 2 effectively provide for a moratorium on all evictions and judicial foreclosures;

WHEREAS, on April 14, 2020, the Board further amended the Executive Order to: expand the County's Executive Order to include all incorporated cities with the County; include a temporary moratorium on eviction for non-payment of space rent on mobilehome owners who rent space in mobilehome parks; include a ban on rent increases in the unincorporated County to the extent permitted by State law and consistent with Chapters 8.52 and 8.57 of the County Code; and enact additional policies and make additional modifications to the Executive Order;

WHEREAS, COVID-19 is causing, and is expected to continue to cause, serious financial impacts to Los Angeles County residents and businesses, including the substantial loss of income due to illness, business closures, loss of employment, or reduced hours, impeding their ability to pay rent;

WHEREAS, displacing residential and commercial tenants who are unable to pay rent due to such financial impacts will worsen the present crisis by making it difficult for them to comply with the Safer at Home Order, thereby placing tenants and many others at great risk;

WHEREAS, while it is the County's public policy and intent to close certain businesses to protect public health, safety and welfare, the County recognizes that the interruption of any business will cause loss of, and damage to, the business. Therefore, the County finds and declares that the closure of these businesses is mandated for the public health, safety and welfare; the physical loss of, and damage to, businesses is resulting from the shutdown; and these businesses have lost the use of their property and are not functioning as intended;

WHEREAS, because homelessness and instability can exacerbate vulnerability to, and the spread of, COVID-19, the County must take measures to preserve and increase housing security and stability for Los Angeles County residents to protect public health;

WHEREAS, a County-wide approach to restricting displacement is necessary to accomplish the public health goals of limiting the spread of the COVID-19 virus as set forth in the Safer at Home Order;

WHEREAS, based on the County's authority during a state of emergency, pursuant to Government Code section 8630 et seq. and Chapter 2.68 of the County Code, the County may issue orders to all incorporated cities within the County to provide for the protection of life and property, where necessary to preserve the public order and safety;

WHEREAS, due to the continued, rapid spread of COVID-19 and the need to preserve life and property, the County has determined that continued evictions in the County and all of its incorporated cities during this COVID-19 crisis would severely impact the health, safety and welfare of County residents;

WHEREAS, loss of income as a result of COVID-19 may hinder County residents and businesses from fulfilling their financial obligations, including paying rent and making public utility payments, such as water and sewer charges;

WHEREAS, on May 12, 2020, the Board approved, and delegated authority to the Chair to execute, an Amended and Restated Executive Order that extends the Moratorium Period through June 30, 2020, unless further extended or repealed by the Board, and incorporates additional provisions, subject to approval as to form by County Counsel;

WHEREAS, on May 12, 2020, the Board determined to reevaluate the Executive Order every thirty (30) days to consider further extensions;

WHEREAS, on June 23, 2020, the Board extended the Moratorium Period through July 31, 2020;

WHEREAS, on June 30, 2020, Governor Newsom issued Executive Order N-71-20, extending the timeframe for the protections set forth in Executive Order N-28-20, that authorized local governments to halt evictions for renters impacted by the COVID-19 pandemic through September 30, 2020;

WHEREAS, on September 1, 2020, Governor Newsom signed Assembly Bill ("AB") 3088 into law to provide immediate protections and financial relief to residential tenants, homeowners, and small landlords impacted by COVID-19, as follows:

1. Residential tenants, which includes mobilehome space renters, who are unable to pay rent between March 1, 2020, and January 31, 2021, due to financial distress related to COVID-19, including but not limited to increased childcare or elderly care costs and health care costs, are protected from eviction as described below;

2. A landlord who serves notice on a residential tenant from March 1, 2020, through January 31, 2021, demanding payment of rent must: (a) provide an unsigned copy of a declaration of COVID-19-related financial distress; and

(b) advise the tenant that eviction will not occur for failure to comply with the notice if the tenant provides such declaration, and additional documentation if the tenant is a high-income tenant, within fifteen (15) days;

3. A landlord may initiate an unlawful detainer action beginning October 5, 2020, if a residential tenant is unable to deliver the required declaration within the statutory time period;

4. Until February 1, 2021, a landlord is liable for damages between \$1,000 and \$2,500 for violation of the notice requirements if the residential tenant has provided the landlord with the required declaration of COVID-19-related financial distress;

5. A residential tenant who has provided the landlord with a signed declaration must, by January 31, 2021, pay at least 25 percent of rent owed for the months of October 2020, through January 2021, inclusive; and

6. Actions adopted by local governments between August 19, 2020, and January 31, 2021, to protect residential tenants from eviction due to financial hardship related to COVID-19 are temporarily preempted, where such actions will not become effective until February 1, 2021;

WHEREAS, on September 1, 2020, the Board extended the Moratorium Period through October 31, 2020, and established the County's eviction protections as the baseline for all incorporated cities within Los Angeles County, including cities that have their own local eviction moratoria, if the City's moratorium does not include the same or greater tenant protections as the County's Moratorium;

WHEREAS, on September 4, 2020, the Centers for Disease Control and Prevention ("CDC") issued a nationwide eviction moratorium order providing additional protections and financial relief for residential tenants and landlords who are experiencing financial hardships, regardless of whether the hardship is related to the COVID-19 pandemic, through December 31, 2020, as follows:

1. Actions adopted by State or local governments are not preempted if they provide equal or greater tenant protections;

2. A residential tenant, which includes a mobilehome space renter, who qualifies under the CDC Order must submit a declaration to the landlord before December 31, 2020, that the residential tenant has used best efforts to obtain all government assistance for rent or housing, is income qualified, is using best efforts to make timely partial payments to the extent feasible, and would likely end up homeless or be forced into a shared living situation if evicted, because the individual has no other available housing options.

3. Landlords violating the CDC Order may be subject to civil and/or criminal fines and penalties. Criminal penalties for violations include a fine of no more than \$100,000, or \$250,000 if the violation results in death, or one year in jail, or both.

If the landlord is an organization, criminal penalties for violations include a fine of no more than \$200,000, or \$500,000 if the violation results in death, or as otherwise provided by law. The United States Department of Justice may initiate court proceedings to seek imposition of such criminal penalties.

WHEREAS, on September 23, 2020, Governor Newsom issued Executive Order N-80-20, further extending the timeframe for the protections set forth in Executive Order N-28-20, authorizing local governments to halt evictions of commercial renters impacted by the COVID-19 pandemic, through March 31, 2021;

WHEREAS, the County's Eviction Moratorium protects residential tenants and mobilehome space renters who are unable to pay rent due to financial impacts related to COVID-19 for the period of March 1, 2020, through September 30, 2020, and rent not paid during that period does not need to be repaid until September 30, 2021;

WHEREAS, in addition to other tenant protections, the County's Eviction Moratorium protects residential tenants and mobilehome space renters from eviction for nuisance, or for unauthorized occupants or pets whose presence is necessitated by or related to the COVID-19 emergency, and commercial tenants from eviction who are unable to pay rent due to the COVID-19 pandemic through October 31, 2020;

WHEREAS, in the interest of public health and safety, as affected by the emergency caused by the spread of COVID-19, it is necessary for the Board to adopt this Resolution Further Amending and Restating the Executive Order for an Eviction Moratorium ("Resolution") related to the protection of life and property; and

WHEREAS, on November 10, 2020, the Board determined that an emergency continues to exist within the County threatening the lives, property and welfare of the County and its constituents and wishes to extend the Eviction Moratorium through January 31, 2021.

NOW, THEREFORE, THE BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES DOES HEREBY PROCLAIM, RESOLVE, DETERMINE AND ORDER AS FOLLOWS:

- I. This Amended and Restated Executive Order incorporates all aspects, restrictions, and requirements of the Moratorium adopted by the Board, as ratified and amended on March 31, 2020, April 14, 2020, May 12, 2020, June 23, 2020, July 21, 2020, September 1, 2020, October 13, 2020, and November 10, 2020.
- II. The Moratorium Period is extended until January 31, 2021, unless further extended or repealed by the Board. The Board will reevaluate the need for further extensions every thirty (30) days.
- III. A temporary moratorium on evictions of residential or commercial tenants, or space rent by mobilehome owners, impacted by the COVID-19 crisis is imposed as follows:

- a. Commencing March 4, 2020, through January 31, 2021, unless further extended or repealed by the Board, no residential or commercial property owner or mobilehome park owner (individually as "Landlord" and collectively as "Landlords") shall evict a residential or commercial tenant or mobilehome space renter (individually as "Tenant" and collectively as "Tenants") in the unincorporated County, and all incorporated cities within the County, as follows:
 - (1) through September 30, 2020, for residential tenants and mobilehome space renters, and through the duration of the moratorium for commercial tenants, for nonpayment of rent, late charges, interest, or any other fees accrued if the Tenant demonstrates an inability to pay rent and/or such related charges due to financial impacts related to COVID-19, the state of emergency regarding COVID-19, or following government-recommended COVID-19 precautions, and the Tenant has provided notice to the Landlord within seven (7) days after the date that rent and/or such related charges were due, unless extenuating circumstances exist, that the Tenant is unable to pay; and
 - (2) through the duration of the moratorium, for reasons amounting to a no-fault eviction under the County Code; and
 - (3) notwithstanding (1) and (2), above, or any other provision of this Moratorium, this Moratorium shall not apply where the tenant's occupancy is a threat to the public health and safety, as determined by a court of law.

Except as otherwise indicated, effective July 21, 2020, this Moratorium applies to all unincorporated areas and incorporated cities within the County of Los Angeles pursuant to Government Code section 8630, et seq. and Chapter 2.68 of the County Code. It is the intent of the County, in enacting this Moratorium, to provide uniform, minimum standards protecting residential, mobilehome space renters, and commercial tenants during this local emergency. Nothing in this Moratorium shall be construed to preclude any city from imposing, or continuing to impose, greater local protections than are imposed by this Moratorium if the protections are not inconsistent with this Moratorium and are not preempted by state or federal regulations. Examples of greater local protections include, but are not limited to, granting additional time for commercial tenants to notify a Landlord of inability to pay, removing a requirement that a commercial tenant notify a Landlord of an inability to pay, removing a requirement for a commercial tenant to provide a certification or evidence of inability to pay, expanding the prohibition on evictions of commercial tenants and residential tenants to include additional prohibited grounds for eviction, increasing the rent repayment period for commercial tenants, or extending protections beyond the expiration of this Moratorium.

- i. "Financial impacts" means substantial loss of household income or loss of revenue or business for Tenants due to business closure, increased costs, reduced revenues, or other similar reasons impacting a business's ability to pay rent due, loss of compensable hours of work or wages, layoffs, or extraordinary out-of-pocket medical expenses.
 - ii. A financial impact is "related to COVID-19" if it was a result of any of the following: (a) a suspected or confirmed case of COVID-19, or caring for a household or family member who has a suspected or confirmed case of COVID-19; (b) lay-off, loss of compensable work hours, or other reduction or loss of income or revenue resulting from business closure or other economic or employer impacts of COVID-19; (c) compliance with a recommendation from the County's Health Officer to stay at home, self-quarantine, or avoid congregating with others during the state of emergency; (d) extraordinary out-of-pocket medical expenses related to diagnosis and testing for and/or treatment of COVID-19; or (e) child care needs arising from school closures related to COVID-19.
- b. No Landlord shall initiate an eviction proceeding during the Moratorium Period for nuisance or for unauthorized occupants or pets whose presence is necessitated by or related to the COVID-19 emergency. A commercial tenant includes, but is not limited to, a commercial tenant using a property as a storage facility for commercial purposes.
- c. "No-fault eviction" refers to any eviction for which the grounds for terminating tenancy is not based on any alleged fault by the Tenant, including, but not limited to, those stated in Code of Civil Procedure section 1161 et seq., and Chapters 8.52 and 8.57 of the County Code.
- d. Consistent with the provisions of this Paragraph III, this Moratorium applies to nonpayment eviction notices, no-fault eviction notices, rent increase notices, and unlawful detainer actions, served and/or filed, on or after March 4, 2020.
- e.
 - i. Commercial tenants with nine (9) employees or fewer shall have twelve (12) months to repay their Landlords for any amounts due and owing. Commercial tenants with ten (10) or more, but fewer than 100, employees shall have six (6) months to repay their Landlords for any amounts due and owing, in equal installments, unless the commercial tenant and Landlord agree to an alternate payment arrangement. This repayment shall begin at the conclusion of the

Moratorium Period, as it may be further extended or repealed by the Board.

- ii. Residential tenants, and mobilehome space renters shall have twelve (12) months to repay their Landlords for any amounts due and owing as of September 30, 2020.
 - iii. Tenants and Landlords are encouraged to agree on a payment plan during this Moratorium Period, and nothing herein shall be construed to prevent a Landlord from requesting and accepting partial rent payments, or a Tenant from making such payments, if the Tenant is financially able to do so.
- f.
- i. Commercial tenants with nine (9) employees or fewer, may provide, and Landlords must accept, a self-certification of inability to pay rent, and are required to provide notice to the Landlord to this effect within the time-frame specified in this Paragraph III. Commercial tenants with ten (10) or more, but fewer than 100, employees must also provide written documentation demonstrating financial hardship along with notice provided to the Landlord.
 - ii. Through September 30, 2020, residential tenants and mobilehome space renters may provide, and Landlords must accept, a self-certification of inability to pay rent, and are required to provide notice to the Landlord to this effect within the time-frame specified in this Paragraph III.
- g. Landlords, and those acting on their behalf, are prohibited from harassing or intimidating Tenants for acts or omissions by Tenants permitted under this Moratorium.
- h. This Moratorium addresses the County's public policy and intent to close certain businesses to protect public health, safety and welfare, and the County recognizes that the interruption of any business will cause loss of, and damage to, the business. Therefore, the County finds and declares that the closure of these businesses is mandated for the public health, safety and welfare, the physical loss of, and damage to, businesses is resulting from the shutdown, and these businesses have lost the use of their property and are not functioning as intended.
- i. Commencing June 1, 2020, commercial tenants that are multi-national, publicly-traded, or have more than 100 employees, are excluded from the protections of this Moratorium. Commencing September 1, 2020, commercial tenants of space or property located at airports are excluded from the protections of this Moratorium.

- j. The Director of the Department of Consumer and Business Affairs ("DCBA"), or his designee, shall issue guidelines to aid in the implementation of the Moratorium, including but not limited to guidance regarding the ways in which Tenants can certify they are entitled to protection under the Moratorium, appropriate supporting documentation for Tenants not entitled to self-certify under the Moratorium, notice requirements, and procedures for utilizing dispute resolution services offered by DCBA, among other clarifications.
- IV. Landlords shall not increase rents for residential units and mobilehome spaces in the unincorporated County during the Moratorium Period, to the extent otherwise permitted under State law and consistent with Chapters 8.52 and 8.57 of the County Code. **Nothing in this Moratorium shall be construed to apply this limitation of rent increases in incorporated cities within the County.**
- V. Landlords shall not impose any new pass-throughs otherwise permitted under Chapters 8.52 and 8.57 of the County Code, or charge interest or late fees on unpaid rent or other amounts otherwise owed, during the Moratorium Period. Landlords are prohibited from retroactively imposing or collecting any such amounts following the termination of the Moratorium.
- VI. The Los Angeles County Development Authority ("LACDA"), acting in its capacity as a local housing authority for the County, shall extend deadlines for housing assistance recipients and applicants to deliver records or documents related to their eligibility for programs, to the extent those deadlines are within the discretion of the LACDA.
- VII. The Director of DCBA, in collaboration with the Chief Executive Office ("CEO"), shall offer assistance to the State Department of Business Oversight to engage financial institutions to identify tools to be used to afford County residents relief from the threat of residential foreclosure and displacement, and to promote housing security and stability during this state of emergency.
- VIII. Grocery stores, gas stations, pharmacies and other retailers are requested to institute measures to prevent panic buying and hoarding essential goods, including, but not limited to, placing limits on the number of essential items a person can buy at one time, controlling entry to stores, and ensuring those at heightened risk of serious complications from COVID-19 are able to purchase necessities.
- IX. The Director of DCBA, in collaboration with the CEO and the Acting Director of Workforce Development, Aging, and Community Services ("WDACS"), shall convene representatives of utility and other service providers to seek a commitment from the providers to waive any late fees and forgo service disconnections for Tenants and small businesses who are suffering economic loss and hardship as a result of the COVID-19 pandemic.

- X. The Director of DCBA, the Acting Director of WDACS, and the Acting Executive Director of LACDA shall jointly establish an emergency office dedicated to assisting businesses and employees facing economic instability as a result of the COVID-19 pandemic. The joint emergency office shall be provided all of the necessary resources by DCBA and WDACS, and should include opening a dedicated hotline to assist businesses and employees, web-based and text-based consultations, and multilingual services. The County shall provide technical assistance to businesses and employees seeking to access available programs and insurance, and shall work directly with representatives from the State and federal governments to expedite, to the extent possible, applications and claims filed by County residents.
- XI. The Director of DCBA and the Acting Executive Director of LACDA shall assist small businesses in the unincorporated areas in applying for U.S. Small Business Administration ("SBA") loans that the President announced on March 12, 2020. SBA's Economic Injury Disaster Loans offer up to \$2 million in assistance for a small business. These SBA loans can provide vital economic support to small businesses to help overcome the temporary loss of revenue they are experiencing.
- XII. The Acting Executive Director of LACDA, or his designee, are hereby delegated authority to amend existing guidelines for any of its existing federal, State or County funded small business loan programs, including the Community Development Block Grant ("CDBG") matching funds, and to execute all related documents to best meet the needs of small businesses being impacted by COVID- 19, consistent with guidance provided by the U.S. Economic Development Administration in a memorandum dated March 16, 2020, to Revolving Loan Fund ("RLF") Grantees for the purpose of COVID-19 and temporary deviations to RLF Administrative Plans, following approvals as to form by County Counsel.
- XIII. The Acting Director of WDACS shall work with the State of California, Employment Development Department, to identify additional funding and technical assistance for dislocated workers and at-risk businesses suffering economic hardship as a result of the COVID-19 pandemic. Technical assistance shall include, but not necessarily be limited to: assistance for affected workers in applying for unemployment insurance, disability insurance and paid family leave; additional business assistance for lay-off aversion and rapid response; and additional assistance to mitigate worker hardship as a result of reduced work hours or job loss due to the COVID-19 pandemic.
- XIV. The Director of DCBA and the Acting Director of WDACS, in collaboration with the CEO and the Acting Executive Director of LACDA, shall create a digital toolkit for small businesses and employees to assist them in accessing available resources, including, but not limited to, disaster loans, unemployment insurance, paid family leave, disability insurance, and layoff aversion programs.
- XV. The CEO's Center for Strategic Partnerships, in collaboration with the DCBA and its Office of Immigrant Affairs, and the Acting Director of WDACS, shall convene

philanthropic partners to identify opportunities to enhance resources available to all small business owners and employees who may be unable or fearful to access federal and State disaster resources, including immigrants.

- XVI. The Executive Director of the Office of Immigrant Affairs, the CEO's Women + Girls Initiative, and the Department of Public Health's Center for Health Equity shall consult on the above directives to provide an immigration, gender, and health equity lens to inform the delivery of services and outreach.
- XVII. The Director of DCBA, the Acting Director of WDACS, and the Acting Executive Director of LACDA, or their respective designees, shall have the authority to hire and execute contracts for consultants, contractors, and other services, as needed, to provide consumer protection and support small businesses during the stated emergency to accomplish the above directives.
- XVIII. Violation of Paragraphs III, IV, or V of this Amended and Restated Executive Order shall be punishable as set forth in Chapter 2.68 of the County Code. In addition, this Amended and Restated Executive Order grants an affirmative defense in the event that an unlawful detainer action is commenced in violation of said Paragraphs.
- XIX. That this Resolution shall take effect immediately upon its passage. Except as otherwise indicated, all provisions stated herein shall apply commencing March 4, 2020, and shall remain in effect until January 31, 2021, unless extended or repealed by the Board of Supervisors, or its designee.

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XX. This Resolution Further Amending and Restating the Executive Order supersedes all previously issued resolutions and executive orders concerning an eviction moratorium or rent freeze within the County. It shall be superseded only by a duly enacted ordinance or resolution of the Board or a further executive order issued pursuant to Section 2.68.150 of the County Code.

The foregoing Resolution Further Amending and Restating the Executive Order for an Eviction Moratorium was adopted on the 10th day of November 2020, by the Board of Supervisors of the County of Los Angeles.



Board of Supervisors of the
County of Los Angeles

By Karmyn Berger
Chair

APPROVED AS TO FORM:

RODRIGO A. CASTRO-SILVA
Acting County Counsel

By: Behnaz Tashakorian
Deputy

ATTEST: CELIA ZAVALA
EXECUTIVE OFFICER
CLERK OF THE BOARD OF SUPERVISORS

By: Lachelle Anne Sherman, Deputy

Attachment C

Al Fresco Dining and Retail Pilot Program: Temporary Use Permit, Encroachment Permit, Parking and Sidewalk Dining Permit Requirements

The Planning Director, or their designee, shall have the authority to review and approve a Temporary Use Permit (TUP) for temporary outdoor dining and retail activities in accordance with South Pasadena Municipal Code (SPMC) Section 36.410.059. The Public Works Director, or their designee, shall have the authority to review and approve all Sidewalk Dining Permits. Use of on-street parking or street closures will be subject to a Temporary Encroachment Permit issued by the Public Works Department. The Public Works Director, or their designee, shall have the authority to review and approve the temporary use of the public right-of-way, including the parking lane, for outdoor dining and retail purposes. All temporary outdoor dining and retail activities (including personal services and health/fitness facilities) shall adhere to all applicable requirements set forth in the latest COVID-19 related order issued by the Los Angeles County Department of Public Health. All COVID-19-related permits will expire 90 days after the City's Local Emergency Declaration has been lifted.

Parking and Loading Spaces Reduction

A temporary reduction of up to 50% of existing private parking or loading spaces, or as approved by the Planning Director, may be permitted to accommodate additional outdoor dining or retail activities under this program. The Public Works Director, or their designee, shall have the authority to review and approve the temporary use of the public right-of-way, including the parking lane, for outdoor dining and retail purposes. The use of a parking lane will be subject to mitigation measures, including the use of K-rated cement barricades, as outlined in a traffic management plan.

Outdoor Dining

- A. Review requirement. A Temporary Use Permit is required for temporary outdoor dining or seating area for restaurants or other establishments with a public eating license. A TUP application for temporary outdoor dining or seating area shall contain a proposed site plan which shall identify the areas dedicated for outdoor dining and the maximum seating capacity for the outdoor dining area in accordance with applicable Public Health requirements. The following standards from the SPMC Section 36.350.130 (Outdoor Dining), as modified, shall be followed.
- B. Location requirements.
 1. Patron tables and other outdoor dining area components shall be located on the same site as the other facilities of the restaurant or within nearby public right-of-way.
 2. All seating shall ensure enough space to adhere to the appropriate social distancing protocols.
 3. If any portion of the outdoor dining area is to be located within a public right-of-way, an Encroachment Permit shall be obtained in compliance with the Municipal Code concurrent with the approval of a Temporary Use Permit for the outdoor dining area; or if the outdoor dining area is to be located within a sidewalk a Sidewalk Dining Permit shall be obtained.
 4. When located immediately adjacent to a residential use, provisions shall be made to minimize noise, light, and odor impacts on the residential use.

- C. Hours of operation. The hours and days of operation of the outdoor dining area shall not exceed the hours and days of operation of the primary business and shall be identified in the approved Temporary Use Permit.
- D. Lighting. Illuminated outdoor dining areas shall not result in glare onto, or direct illumination of, any residential property or use, in compliance with Section 36.300.090 (Outdoor Lighting).
- E. Alcoholic beverage sales. A restaurant that proposes to serve alcoholic beverages within an outdoor dining area shall comply with the standards established by the State Department of Alcoholic Beverage Control. The dining area shall be:
 - 1. Physically defined and clearly a part of the restaurant it serves; and
 - 2. Supervised by a restaurant employee to ensure compliance with laws regarding the on-site consumption of alcoholic beverages.
- F. Operating requirements.
 - 1. Clean-up facilities and maintenance. Outdoor dining areas shall be kept in a clean condition and free of litter and food items which constitute a nuisance to public health, safety, and welfare.
 - 2. Outdoor cooking. Cooking within an outdoor dining area may occur only with Administrative Use Permit approval issued by the Planning Director.
 - 3. Placement of tables. Tables shall be placed only in the locations shown on the approved site plan.
- G. Design compatibility. The following standards are intended to ensure compatibility with surrounding uses and a high standard of design quality wherever possible.
 - 1. Outdoor dining areas and associated structural elements, awnings, covers, furniture, umbrellas, or other physical elements which are visible from the public rights-of-way, shall be compatible with the overall design of the main structures.
 - 2. The use of awnings, plants, umbrellas, and other human scale elements is encouraged to enhance the pedestrian experience.
 - 3. The relationship of outdoor dining areas to churches, hospitals, public schools, and residential uses shall be considered by the Planning Director. Proper mitigation measures should be applied to eliminate potential impacts related to glare, light, loitering, and noise.
 - 4. Outdoor dining areas shall maintain adequate vehicular or pedestrian traffic flow.
- H. Additional standards. At the discretion of the Planning Director, the following additional standards may apply to outdoor dining areas. The applicability of these standards shall be specified in the permit approving the outdoor seating area.
 - 1. Amplified sound and music may be prohibited within the outdoor dining area.
 - 2. A sound buffering, acoustic wall may be required along property lines adjacent to the outdoor dining area. The design and height of the wall shall be approved by the Planning Director.

Outdoor Display and Retail Activities.

- A. Accessory outdoor display. Outdoor displays incidental and complementary to an allowed use on commercially or publicly zoned parcels shall be subject to the approval of a Temporary Use Permit approved by the Director, and all of the following standards, as modified from SPMC Section 36.350.140.
 - 1. Outdoor displays shall be:

- a. Compliant with to the appropriate social distancing protocols established by the Los Angeles County Department of Public Health.
 - b. Approved with a defined fixed location that does not disrupt the normal function of the site or its circulation, and does not encroach upon driveways, landscaped areas, or parking spaces, unless otherwise authorized by the Public Works Director, or their designee. Displays shall not obstruct traffic safety sight areas or otherwise create hazards for vehicle or pedestrian traffic. They shall also be placed so that the clear space for the passage of pedestrians upon the sidewalk is not reduced to less than six feet on minor arterials and eight feet on major arterials. All placement within the public right-of-way shall require the approval of a Temporary Encroachment Permit issued by the Public Works Director.
 - c. Directly related to a business occupying a permanent structure on the same site, and shall display only goods of the primary business on the same site, provided that display may extend into or enter over any public sidewalk by a maximum of two feet, where authorized by a Temporary Encroachment Permit issued by the Public Works Director;
 - d. Limited to the hours of operation of the business, be portable and removed from public view at the close of each business day.
 - e. Managed so that display structures and goods are maintained at all times in a clean and neat condition, and in good repair;
 - f. All temporary displays shall ensure enough space to adhere to the appropriate social distancing protocols; and
 - g. Placed to not block structure entrances and on-site driveways.
2. Outdoor displays shall not be:
- a. Placed within 100 feet of any residential dwelling, except for mixed-use projects;
or
 - b. Placed so as to impede or interfere with the reasonable use of the store front windows for display purposes.

Attachment D

ANALYSIS

This ordinance adds to the Los Angeles County COVID-19 Worker Protection Ordinance by adding Chapter 8.203 to Title 8 – Consumer Protection, Business and Wage Regulations – of the Los Angeles County Code, establishing a cap on fees that a food delivery platform may charge to restaurants and requiring disclosures to be made by the food delivery platform to customers.

MARY C. WICKHAM
County Counsel

By 

JASON CARNEVALE
Deputy County Counsel
Government Services Division

JC:eb

Requested: 6/9/20
Revised: 7/14/20

ORDINANCE NO. _____

An ordinance adding Chapter 8.203 (Food Delivery Platforms) to Division 5 – COVID-19 Worker Protections of Title 8 – Consumer Protection, Business and Wage Regulations of the Los Angeles County Code, establishing a cap on fees that a food delivery platform may charge to restaurants and requiring disclosures to be made by the food delivery platform to customers.

The Board of Supervisors of the County of Los Angeles ordains as follows:

SECTION 1. Chapter 8.203 is hereby added to read as follows:

Chapter 8.203 COVID – 19 Food Delivery Platforms

8.203.010 Purpose.

8.203.020 Definitions.

8.203.030 Prohibitions.

8.203.040 Disclosures.

8.203.050 Enforcement.

8.203.060 No Waiver of Rights.

8.203.060 Severability.

8.203.070 Report.

8.203.010 Purpose.

As a result of the COVID-19 pandemic, restaurants and food establishments are confronting significant economic insecurity. The Los Angeles County Health Officer's "Safer at Home" orders restricted in-person dining at restaurants leading to a surge in the use of third-party food delivery platforms. In addition to fees that may be charged to

the customer, the food delivery platforms also charge restaurants and food establishments fees, which may not be obvious or transparent to the customer. Restaurants and food establishments have limited bargaining power to negotiate lower fees with the food delivery platforms and must accept these fees or risk closure. Restaurants and food establishments are essential to the public health and welfare, particularly during the upheaval resulting from the pandemic. Therefore, the County hereby enacts legal protections for the restaurants and food establishments by addressing the fees that food delivery platforms may charge restaurants and food establishments and requiring disclosure of such fees to customers.

8.203.020 Definitions.

The following definitions shall apply to this Chapter:

- A. "County" means the unincorporated areas of the County of Los Angeles.
- B. "Customer" means any person, firm, or association who makes use of a Food Delivery Platform for the purpose of obtaining Food from a Restaurant.
- C. "Delivery Fee" means a fee charged by a Food Delivery Platform to a Restaurant for the act of delivering the Food from the Restaurant to a Customer. The term does not include any other fee or cost that may be charged by the Food Delivery Platform to a Restaurant, such as listing, subscription, or advertising fees, or fees related to processing an Online Order, including, but not limited to, service fees, fees for facilitating customer pick-up, and credit card processing fees.
- D. "Food" shall have the same meaning as set forth in Section 11.02.250 of the Los Angeles County Code.

E. "Food Delivery Platform" means any person, firm, or association that utilizes an online website, mobile application, or other similar presence to interact with Customers, to act as an intermediary between its Customers and a Restaurant, and offers or arranges for the sale, delivery, or pick-up of Food sold or prepared by a Restaurant located in the County.

F. "Online Order" means an order placed by a Customer through or with the assistance of a Food Delivery Platform, including telephone orders, orders made over the internet through a website, and orders made via a mobile application, for delivery to, or pick-up by, the Customer.

G. "Purchase Price" means the price for the items contained in an Online Order, minus any applicable coupon or promotional discount provided to the Customer by the Restaurant through the Food Delivery Platform. This definition does not include taxes, gratuities, or any other fees or costs that may make up the total amount charged to the Customer of an Online Order.

H. "Restaurant" shall have the same meaning as set forth in Section 8.04.400 of the Los Angeles County Code.

I. "Worker" means any person working for a Food Delivery Platform, including as an employee or an independent contractor.

8.203.030 Prohibitions.

A. It shall be unlawful for a Food Delivery Platform to charge a Restaurant any combination of fees, commissions, or costs that totals more than 20 percent of the

Purchase Price of each Online Order. Fees, commissions, or costs includes a Delivery Fee.

B. It shall be unlawful for a Food Delivery Platform to charge a Restaurant a Delivery Fee that totals more than 15 percent of the Purchase Price of each Online Order.

C. It shall be unlawful for a Food Delivery Platform to charge a Restaurant a Delivery Fee for an Online Order that does not involve the delivery of Food.

D. It shall be unlawful for a Food Delivery Platform to charge a Restaurant any fee, commission, or cost other than as permitted in Subsections A through C, above.

E. It shall be unlawful for a Food Delivery Platform to reduce the compensation, including any tip or gratuity, paid to any Worker as a result of the Prohibitions in this Chapter.

8.203.040 Disclosures.

A. A Food Delivery Platform shall disclose to the Customer an accurate, clearly identified, and itemized cost breakdown for each and every Online Order, including the following:

1. The Purchase Price of any Food.
2. Each and every fee, commission, or cost charged to the Customer.
3. Each and every fee, commission, or cost charged to the

Restaurant, including any Delivery Fee.

4. Any tip or gratuity authorized by the Customer to be paid to the Worker delivering the Food.

B. None of the fees, commissions, or costs in Subsection A, above, may be combined together.

8.203.050 Enforcement.

A. A Restaurant, Customer or Worker claiming a violation of this Chapter may bring an action in Superior Court of the State of California against a Food Delivery Platform and may be awarded:

1. All actual damages suffered.
2. Other legal or equitable relief the court may deem appropriate.
3. The court shall award reasonable attorneys' fees and costs to a

Restaurant, Customer, or Worker who prevails in any such enforcement action. If a Restaurant, Customer, or Worker fails to prevail against a Food Delivery Platform, a court may award reasonable attorneys' fees and costs to the Food Delivery Platform upon a determination by the court that the action was frivolous.

B. A civil action alleging a violation of any provision of this Chapter shall commence only after the following requirements have been met:

1. The Restaurant, Customer or Worker provides written notice to the Food Delivery Platform of the specific Section of this Chapter which is alleged to have been violated and the facts to support the alleged violation; and

2. The Food Delivery Platform is provided 45 days from the date of receipt of the written notice to cure any alleged violation.

8.203.060 No Waiver of Rights.

Except for a collective bargaining agreement provision, any waiver by a Worker of any or all provisions of this Chapter shall be deemed contrary to public policy and shall be void and unenforceable. Other than in connection with the bona fide negotiation of a collective bargaining agreement, any request by a Food Delivery Platform to a Worker to waive rights given by this Chapter shall be a violation of this Chapter.

8.203.070 Severability.

If any subsection, sentence, clause or phrase of this Chapter is for any reason held to be invalid or unconstitutional by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Chapter. The Board of Supervisors hereby declares that it would have adopted this Chapter and each and every subsection, sentence, clause and phrase thereof not declared invalid or unconstitutional, without regard to whether any portion of the Chapter would be subsequently declared invalid or unconstitutional.

8.203.080 Report.

Within 90 days of the expiration of the "Safer at Home" order issued by the Los Angeles County Health Officer restricting indoor in-person dining at Restaurants, the Chief Executive Office shall report to the Board of Supervisors on the effectiveness of the provisions of this Chapter, recommendations for additional protections that

further the intent of this Chapter, and whether the provisions of this Chapter are still necessary based on the County's recovery from the impacts of the COVID-19 pandemic.

[CH8203CCJC]

Attachment E

Senate Bill No. 91

CHAPTER 2

An act to amend Sections 789.4, 1942.5, and 3273.1 of, to add Sections 1785.20.4, 1788.66, and 1942.9 to, and to add and repeal Section 1788.65 of, the Civil Code, to amend Sections 116.223, 1161.2, 1161.2.5, 1179.01, 1179.02, 1179.03, 1179.03.5, 1179.04, 1179.05, and 1179.07 of, to amend the heading of Chapter 5 (commencing with Section 1179.01) of Title 3 of Part 3 of, to add Section 1179.04.5 to, and to add and repeal Chapter 11 (commencing with Section 871.10) of Title 10 of Part of, the Code of Civil Procedure, to amend Section 925.6 of the Government Code, and to add Chapter 17 (commencing with Section 50897) to Part 2 of Division 31 of the Health and Safety Code, relating to tenancy, and making an appropriation therefor, to take effect immediately, bill related to the budget.

[Approved by Governor January 29, 2021. Filed with Secretary of State January 29, 2021.]

LEGISLATIVE COUNSEL'S DIGEST

SB 91, Committee on Budget and Fiscal Review. COVID-19 relief: tenancy: federal rental assistance.

(1) Existing law prohibits a landlord from interrupting or terminating utility service furnished to a tenant with the intent to terminate the occupancy of the tenant, and imposes specified penalties on a landlord who violates that prohibition. Existing law, until February 1, 2021, imposes additional damages in an amount of at least \$1,000, but not more than \$2,500, on a landlord that violates that prohibition, if the tenant has provided a declaration of COVID-19 financial distress, as specified.

This bill would extend the imposition of those additional damages from February 1, 2021, to July 1, 2021.

(2) Existing law, the Consumer Credit Reporting Agencies Act, provides for the regulation of consumer credit reporting agencies that collect credit-related information on consumers and report this information to subscribers and of persons who furnish that information to consumer credit reporting agencies, as provided.

This bill would prohibit a housing provider, tenant screening company, or other entity that evaluates tenants on behalf of a housing provider from using an alleged COVID-19 rental debt, as defined, as a negative factor for the purpose of evaluating a prospective housing application or as the basis for refusing to rent a dwelling unit to an otherwise qualified prospective tenant.

(3) Existing law regulates the activities of a person or entity that has bought charged-off consumer debt, as defined, for collection purposes and the circumstances pursuant to which the person may bring suit.

This bill, until July 1, 2021, would prohibit a person from selling or assigning unpaid COVID-19 rental debt, as defined, for the time period between March 1, 2020, and June 30, 2021. The bill would also prohibit a person from selling or assigning unpaid COVID-19 rental debt, as defined, for that same time period of any person who would have qualified for rental assistance funding, provided pursuant to specified federal law, where the person's household income is at or below 80% of the area median income for the 2020 calendar year.

(4) Existing law, until February 1, 2021, prohibits a landlord from bringing an action for unlawful detainer based on a cause of action other than nonpayment of COVID-19 rental debt, as defined, for the purpose of retaliating against the lessee because the lessee has COVID-19 rental debt.

This bill would extend this prohibition from February 1, 2021, to July 1, 2021. This bill would also prohibit a landlord, with respect to a tenant who has COVID-19 rental debt, as defined, and has submitted a specified declaration, from (A) charging or attempting to collect fees assessed for the late payment of COVID-19 rental debt or (B) increasing fees charged to a tenant or charging the tenant fees for services previously provided by the landlord without charge. The bill would also provide that a landlord who temporarily reduces or makes unavailable a service or amenity as the result of compliance with federal, state, or local public health orders or guidelines would not be deemed to have violated the rental or lease agreement, or to have provided different terms or conditions of tenancy or reduced services, as provided.

(5) Existing law, the COVID-19 Small Landlord and Homeowner Relief Act of 2020, among other things, requires that a mortgage servicer, as defined, that denies a forbearance request during the effective time period provide specified written notice to the borrower, as defined, that sets forth the specific reason or reasons that forbearance was not provided if certain conditions are met. Existing law defines the "effective time period" for these purposes as the period between the operational date of that act and April 1, 2021.

This bill would, instead, define "effective time period" for these purposes as the period between the operational date of the COVID-19 Small Landlord and Homeowner Relief Act of 2020 and September 1, 2021, thereby extending the duty of a mortgage servicer to provide written notice if the mortgage servicer denies a forbearance request.

(6) Existing law, until February 1, 2025, provides that a small claims court has jurisdiction in any action for recovery of COVID-19 rental debt, as defined, regardless of the amount demanded. Existing law prohibits the commencement of an action to recover COVID-19 rental debt brought under these provisions before March 1, 2021.

This bill would extend these provisions from February 1, 2025, to July 1, 2025. The bill would also extend the above-described prohibition on commencing an action in small claims court to recover COVID-19 rental debt to August 1, 2021.

(7) Existing law provides for civil actions for the enforcement or protection of private rights or prevention of private wrongs. If in an unlawful detainer action the verdict of the jury or the findings of the court, as applicable, are in favor of the plaintiff, existing law requires that judgment be entered for possession of the premises, which is enforceable by a writ of possession of real property issued under specified law. Under existing law, the jury or the court, as applicable, may also award damages to the plaintiff in an unlawful detainer action, including damages for unpaid rent if the alleged unlawful detainer is based on the default in payment of rent.

This bill, until July 1, 2027, and with specified exceptions, would require a plaintiff in an action seeking recovery of COVID-19 rental debt, as defined, to attach to the complaint documentation showing that the plaintiff has made a good faith effort to investigate whether governmental rental assistance is available to the tenant, seek governmental rental assistance for the tenant, or cooperate with the tenant's efforts to obtain rental assistance from any governmental entity or other third party, as provided. The bill would authorize the court to reduce the damages awarded for any amount of COVID-19 rental debt sought if the court determines that the landlord refused to obtain state rental assistance as provided by this bill, as described below, where the tenant met the eligibility requirements and funding was available. The bill would prohibit commencement of an action to recover COVID-19 rental debt subject to these provisions until July 1, 2021, and require that the court stay proceedings in any such action pending as of the operative date of this bill until that date.

The bill, until July 1, 2025, would prohibit a court from awarding attorneys' fees that exceed specified amounts, which vary based on whether the matter is contested or uncontested, in any action to recover COVID-19 rental debt, as defined, brought as a limited or unlimited civil case under normal circumstances, determined as provided.

(8) Under existing law, in certain actions involving the possession of real property, including unlawful detainer actions, the clerk is authorized to allow access to limited civil case records only to certain persons. Under existing law, the clerk may allow access to these records to any person (A) by order of the court, if judgment is entered for the plaintiff after trial more than 60 days after filing the complaint, or (B) 60 days after the complaint has been filed, if the plaintiff prevails in the action within 60 days of filing the complaint. Until February 1, 2021, these provisions allowing access to court records to any person do not apply if the plaintiff filed the action between March 4, 2020, and January 31, 2021, and the action is based on the alleged default in the payment of rent.

This bill would extend this limitation on the access to court records from February 1, 2021, to July 1, 2021. The bill would revise this limitation to, instead, include actions filed between March 4, 2020, and June 30, 2021, based on the alleged default in the payment of rent.

Subject to the above-described provisions, until February 1, 2021, existing law authorizes the clerk to allow access to civil case records for actions

seeking recovery of COVID-19 rental debt, as that term is defined, only to certain persons.

This bill would extend this provision from February 1, 2021, to July 1, 2021.

Existing constitutional provisions require that a statute that limits the right of access to the meetings of public bodies or the writings of public officials and agencies be adopted with findings demonstrating the interest protected by the limitation and the need for protecting that interest.

This bill would make legislative findings to that effect.

(9) Existing law, the COVID-19 Tenant Relief Act of 2020, establishes certain procedural requirements and limitations on evictions for nonpayment of rent due to COVID-19 rental debt, as defined. Existing law, among other things, prohibits a tenant that delivers a declaration, under penalty of perjury, of COVID-19-related financial distress from being deemed in default with regard to the COVID-19 rental debt, as specified. Existing law defines COVID-19 rental debt as unpaid rent or any other unpaid financial obligation of a tenant that came due between March 1, 2020, and January 31, 2021. Existing law repeals those provisions on February 1, 2025.

This bill would recast these provisions as the COVID-19 Tenant Relief Act and extend the February 1, 2025, repeal date to July 1, 2025. The bill would instead define “COVID-19 rental debt” as unpaid rent or other unpaid financial obligation of a tenant that came due between March 1, 2020, and June 30, 2021. The bill would make various conforming changes to align with these extended dates. By extending operation of those provisions, the bill would expand the scope of the crime of perjury and thereby impose a state-mandated local program. This bill, for the duration of any tenancy that existed between March 1, 2020, and June 30, 2021, would prohibit a landlord from applying a security deposit to satisfy COVID-19 rental debt, or applying a monthly rent payment to any COVID-19 rental debt other than the prospective month’s rent, unless the tenant agrees in writing to allow the landlord to apply that security deposit or monthly rent payment in that manner.

Existing law requires that a notice that demands payment of COVID-19 rental debt served pursuant to specified law be modified, as provided. Existing law requires that notices provided between September 1, 2020, and January 31, 2021, comply with certain requirements, including that the notice include specified text. Existing law requires the Department of Real Estate to make available an official translation of that text by no later than September 15, 2020.

This bill would extend operation of these requirements from January 31, 2021, to June 30, 2021. The bill, for notices provided on or after February 1, 2021, would revise the content of the text required to be included in the notice. The bill would also extend the duty of the Department of Real Estate to make available an official translation of that text to February 15, 2021.

Existing law, on or before September 30, 2020, requires a landlord to provide a specified notice to tenants who, as of September 1, 2020, have

not paid one or more rental payments that came due between March 1, 2020, and January 31, 2021.

This bill, on or before February 28, 2021, would require a landlord to provide an additional notice to tenants who, as of February 1, 2021, have not paid one or more rental payments that came due between March 1, 2020, and June 30, 2021. The bill would prohibit a landlord from serving specified notices demanding payment of rent until the landlord has provided this notice.

(10) Existing law establishes the Department of Housing and Community Development (HCD) and requires it to administer various housing programs. Existing law provides for rental assistance under several of those programs, including, among others, the California Emergency Solutions and Housing Program, the Emergency Housing and Assistance Program, and the Housing for a Healthy California Program. Existing federal law appropriates \$25,000,000,000 for fiscal year 2021–22, to be allocated by the Secretary of the Treasury to states, local governments, and certain Indian tribes and used to provide financial assistance and housing stability services to eligible households, as provided. Existing federal law requires that 90% of the funds received by a grantee under these provisions be used to provide financial assistance to eligible households, including the payment of rent, rental arrears, utilities and home energy costs and arrears, and other expenses related to housing incurred due, directly or indirectly, to the COVID-19 outbreak.

This bill would establish a program for providing rental assistance, using funding made available pursuant to the above-described federal law, administered by HCD. In this regard, the bill would appropriate \$1,500,000,000 from the federal Trust Fund to HCD for these purposes, permitting up to 10% of these funds to be used for administrative costs. The bill would specify eligible uses of funds allocated to grantees under these provisions, consistent with the above-described federal requirements. The bill would provide that assistance provided to an eligible household under these provisions would be deemed to be a “source of income” for purposes of the housing discrimination protections provided under the California Fair Employment and Housing Act, but would otherwise not be deemed to be income for purposes of the Personal Income Tax Law or used to determine the eligibility of an eligible household, or member or an eligible household, for any state program or local program financed wholly or in part by state funds. The bill would authorize HCD to adopt, amend, and repeal rules, guidelines, or procedures to implement these provisions and exempt those rules, guidelines, and procedures from the rulemaking provisions of the Administrative Procedure Act.

This bill would provide for the allocation of block grant funds to localities, as defined, that meet certain population requirements. The bill would require an eligible grantee under these provisions to request that allocation from HCD by February 12, 2021, and require HCD to complete the initial allocation of these funds no later than February 19, 2021. The bill would further require the grantee to contractually obligate 65% of those funds by

June 1, 2021, and to expend the full amount of that allocation by August 1, 2021. If the grantee does not contractually obligate or expend the required amount of allocation by those dates, the bill would require the grantee to repay any unused amount of block grant funds and would require HCD to reallocate those funds, as provided.

This bill would also provide for the allocation of funds to counties with a population less than or equal to 200,000 and to localities that were eligible for, but did not receive, a direct allocation of assistance under the above-described federal law, or that were eligible for, but did not receive, block grant funds from HCD under this bill's provisions. The bill would authorize a federally recognized tribe, as defined, that receives rental assistance funds under the above-described federal law to add that direct allocation to the funds administered by HCD, as provided. The bill would authorize HCD to contract with a vendor to serve as program implementer, in accordance with specified requirements, to manage and fund services and distribute emergency rental assistance resources, as provided. The bill would require an eligible grantee to contractually obligate those funds by July 31, 2021, and would, except with respect to any funds administered on behalf of a federally recognized tribe, authorize HCD to reallocate funds not contractually obligated by that date to other grantees that meet certain requirements.

This bill, in any legal action to recover rent or other financial obligations under a lease that accrued between April 1, 2020, and June 30, 2021, would require, before any entry of judgment in the plaintiff's favor, that the plaintiff verify certain information, under penalty of perjury, relating to state rental assistance. The bill, in any unlawful detainer action seeking possession of residential rental property based on nonpayment of rent or any other financial obligation under the lease, would similarly prohibit the court from entering judgment in favor of the landlord unless the landlord verifies certain information, under penalty of perjury, relating to state rental assistance. By expanding the scope of the crime of perjury, the bill would impose a state-local program.

This bill would require each grantee to provide HCD information relating to all applicable performance metrics. The bill would provide that funds provided are subject to the same reporting and verification requirements specified in the above-described federal law and, in addition, require the grantee to provide any other information HCD deems necessary for these purposes. The bill would require that a grantee ensure, to the extent feasible, that any assistance provided to an eligible household is not duplicative of any other state-funded assistance provided to that eligible household. The bill would require HCD to submit a monthly report to the Joint Legislative Budget Committee, containing specified information, for the duration of the rental assistance program.

(11) Existing law, the Government Claims Act, generally requires the presentation of all claims for money or damages against local public entities. Existing law provides for the presentation of a claim for which appropriations have been made, or for which state funds are available, under that act to the

Controller, in the form and manner prescribed by the general rules and regulations adopted by the Department of General Services. Existing law, with specified exceptions, prohibits the Controller from drawing a warrant for any claim until it has been audited in conformity with law and the general rules and regulations adopted by the Department of General Services governing the presentation and audit of claims.

This bill, notwithstanding this limitation, would require the Controller to draw a warrant for any claim submitted by HCD to advance the payment of funds to a vendor selected to serve as program implementer for purposes of the above-described rental assistance program. The bill would require the vendor to serve as the fiscal agent on behalf of HCD and be responsible for maintaining all records of claims for audit purposes. The bill would specify that these provisions would remain operative so long as funds are made available pursuant to the above-described rental assistance program or as otherwise provided under federal law.

(12) This bill would declare that its provisions are severable.

(13) 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.

(14) This bill would declare that it is to take effect immediately as a bill providing for appropriations related to the Budget Bill.

Appropriation: yes.

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

SECTION 1. Section 789.4 of the Civil Code is amended to read:

789.4. (a) In addition to the damages provided in subdivision (c) of Section 789.3 of the Civil Code, a landlord who violates Section 789.3 of the Civil Code, if the tenant has provided a declaration of COVID-19 financial distress pursuant to Section 1179.03 of the Code of Civil Procedure, shall be liable for damages in an amount that is at least one thousand dollars (\$1,000) but not more than two thousand five hundred dollars (\$2,500), as determined by the trier of fact.

(b) This section shall remain in effect until July 1, 2021, and as of that date is repealed.

SEC. 2. Section 1785.20.4 is added to the Civil Code, to read:

1785.20.4. A housing provider, tenant screening company, or other entity that evaluates tenants on behalf of a housing provider shall not use an alleged COVID-19 rental debt, as that term is defined in Section 1179.02, as a negative factor for the purpose of evaluating a prospective housing application or as the basis for refusing to rent a dwelling unit to an otherwise qualified prospective tenant.

SEC. 3. Section 1788.65 is added to the Civil Code, to read:

1788.65. (a) Notwithstanding any other law, no person shall sell or assign any unpaid COVID-19 rental debt, as that term is defined in Section 1179.02, for the time period between March 1, 2020, and June 30, 2021.

(b) This section shall remain in effect until July 1, 2021, and as of that date is repealed.

SEC. 4. Section 1788.66 is added to the Civil Code, to read:

1788.66. Notwithstanding any other law, no person shall sell or assign any unpaid COVID-19 rental debt, as that term is defined in Section 1179.02, for the time period between March 1, 2020, and June 30, 2021, of any person who would have qualified for rental assistance funding provided by the Secretary of the Treasury pursuant to Section 501 of Subtitle A of Title V of Division N of the federal Consolidated Appropriations Act, 2021 (Public Law 116-260), where the person's household income is at or below 80 percent of the area median income for the 2020 calendar year.

SEC. 5. Section 1942.5 of the Civil Code, as amended by Section 6 of Chapter 37 of the Statutes of 2020, is amended to read:

1942.5. (a) If the lessor retaliates against the lessee because of the exercise by the lessee of the lessee's rights under this chapter or because of the lessee's complaint to an appropriate agency as to tenantability of a dwelling, and if the lessee of a dwelling is not in default as to the payment of rent, the lessor may not recover possession of a dwelling in any action or proceeding, cause the lessee to quit involuntarily, increase the rent, or decrease any services within 180 days of any of the following:

(1) After the date upon which the lessee, in good faith, has given notice pursuant to Section 1942, has provided notice of a suspected bed bug infestation, or has made an oral complaint to the lessor regarding tenantability.

(2) After the date upon which the lessee, in good faith, has filed a written complaint, or an oral complaint which is registered or otherwise recorded in writing, with an appropriate agency, of which the lessor has notice, for the purpose of obtaining correction of a condition relating to tenantability.

(3) After the date of an inspection or issuance of a citation, resulting from a complaint described in paragraph (2) of which the lessor did not have notice.

(4) After the filing of appropriate documents commencing a judicial or arbitration proceeding involving the issue of tenantability.

(5) After entry of judgment or the signing of an arbitration award, if any, when in the judicial proceeding or arbitration the issue of tenantability is determined adversely to the lessor.

In each instance, the 180-day period shall run from the latest applicable date referred to in paragraphs (1) to (5), inclusive.

(b) A lessee may not invoke subdivision (a) more than once in any 12-month period.

(c) To report, or to threaten to report, the lessee or individuals known to the landlord to be associated with the lessee to immigration authorities is a form of retaliatory conduct prohibited under subdivision (a). This subdivision

shall in no way limit the definition of retaliatory conduct prohibited under this section.

(d) Notwithstanding subdivision (a), it is unlawful for a lessor to increase rent, decrease services, cause a lessee to quit involuntarily, bring an action to recover possession, or threaten to do any of those acts, for the purpose of retaliating against the lessee because the lessee has lawfully organized or participated in a lessees' association or an organization advocating lessees' rights or has lawfully and peaceably exercised any rights under the law. It is also unlawful for a lessor to bring an action for unlawful detainer based on a cause of action other than nonpayment of COVID-19 rental debt, as defined in Section 1179.02 of the Code of Civil Procedure, for the purpose of retaliating against the lessee because the lessee has a COVID-19 rental debt. In an action brought by or against the lessee pursuant to this subdivision, the lessee shall bear the burden of producing evidence that the lessor's conduct was, in fact, retaliatory.

(e) To report, or to threaten to report, the lessee or individuals known to the landlord to be associated with the lessee to immigration authorities is a form of retaliatory conduct prohibited under subdivision (d). This subdivision shall in no way limit the definition of retaliatory conduct prohibited under this section.

(f) This section does not limit in any way the exercise by the lessor of the lessor's rights under any lease or agreement or any law pertaining to the hiring of property or the lessor's right to do any of the acts described in subdivision (a) or (d) for any lawful cause. Any waiver by a lessee of the lessee's rights under this section is void as contrary to public policy.

(g) Notwithstanding subdivisions (a) to (f), inclusive, a lessor may recover possession of a dwelling and do any of the other acts described in subdivision (a) within the period or periods prescribed therein, or within subdivision (d), if the notice of termination, rent increase, or other act, and any pleading or statement of issues in an arbitration, if any, states the ground upon which the lessor, in good faith, seeks to recover possession, increase rent, or do any of the other acts described in subdivision (a) or (d). If the statement is controverted, the lessor shall establish its truth at the trial or other hearing.

(h) Any lessor or agent of a lessor who violates this section shall be liable to the lessee in a civil action for all of the following:

- (1) The actual damages sustained by the lessee.
- (2) Punitive damages in an amount of not less than one hundred dollars (\$100) nor more than two thousand dollars (\$2,000) for each retaliatory act where the lessor or agent has been guilty of fraud, oppression, or malice with respect to that act.

(i) In any action brought for damages for retaliatory eviction, the court shall award reasonable attorney's fees to the prevailing party if either party requests attorney's fees upon the initiation of the action.

(j) The remedies provided by this section shall be in addition to any other remedies provided by statutory or decisional law.

(k) A lessor does not violate subdivision (c) or (e) by complying with any legal obligation under any federal government program that provides for rent limitations or rental assistance to a qualified tenant.

(l) This section shall remain in effect until July 1, 2021, and as of that date is repealed.

SEC. 6. Section 1942.5 of the Civil Code, as added by Section 7 of Chapter 37 of the Statutes of 2020, is amended to read:

1942.5. (a) If the lessor retaliates against the lessee because of the exercise by the lessee of the lessee's rights under this chapter or because of the lessee's complaint to an appropriate agency as to tenantability of a dwelling, and if the lessee of a dwelling is not in default as to the payment of rent, the lessor may not recover possession of a dwelling in any action or proceeding, cause the lessee to quit involuntarily, increase the rent, or decrease any services within 180 days of any of the following:

(1) After the date upon which the lessee, in good faith, has given notice pursuant to Section 1942, has provided notice of a suspected bed bug infestation, or has made an oral complaint to the lessor regarding tenantability.

(2) After the date upon which the lessee, in good faith, has filed a written complaint, or an oral complaint which is registered or otherwise recorded in writing, with an appropriate agency, of which the lessor has notice, for the purpose of obtaining correction of a condition relating to tenantability.

(3) After the date of an inspection or issuance of a citation, resulting from a complaint described in paragraph (2) of which the lessor did not have notice.

(4) After the filing of appropriate documents commencing a judicial or arbitration proceeding involving the issue of tenantability.

(5) After entry of judgment or the signing of an arbitration award, if any, when in the judicial proceeding or arbitration the issue of tenantability is determined adversely to the lessor.

In each instance, the 180-day period shall run from the latest applicable date referred to in paragraphs (1) to (5), inclusive.

(b) A lessee may not invoke subdivision (a) more than once in any 12-month period.

(c) To report, or to threaten to report, the lessee or individuals known to the landlord to be associated with the lessee to immigration authorities is a form of retaliatory conduct prohibited under subdivision (a). This subdivision shall in no way limit the definition of retaliatory conduct prohibited under this section.

(d) Notwithstanding subdivision (a), it is unlawful for a lessor to increase rent, decrease services, cause a lessee to quit involuntarily, bring an action to recover possession, or threaten to do any of those acts, for the purpose of retaliating against the lessee because the lessee has lawfully organized or participated in a lessees' association or an organization advocating lessees' rights or has lawfully and peaceably exercised any rights under the law. In an action brought by or against the lessee pursuant to this subdivision, the

lessee shall bear the burden of producing evidence that the lessor's conduct was, in fact, retaliatory.

(e) To report, or to threaten to report, the lessee or individuals known to the landlord to be associated with the lessee to immigration authorities is a form of retaliatory conduct prohibited under subdivision (d). This subdivision shall in no way limit the definition of retaliatory conduct prohibited under this section.

(f) This section does not limit in any way the exercise by the lessor of the lessor's rights under any lease or agreement or any law pertaining to the hiring of property or the lessor's right to do any of the acts described in subdivision (a) or (d) for any lawful cause. Any waiver by a lessee of the lessee's rights under this section is void as contrary to public policy.

(g) Notwithstanding subdivisions (a) to (f), inclusive, a lessor may recover possession of a dwelling and do any of the other acts described in subdivision (a) within the period or periods prescribed therein, or within subdivision (d), if the notice of termination, rent increase, or other act, and any pleading or statement of issues in an arbitration, if any, states the ground upon which the lessor, in good faith, seeks to recover possession, increase rent, or do any of the other acts described in subdivision (a) or (d). If the statement is controverted, the lessor shall establish its truth at the trial or other hearing.

(h) Any lessor or agent of a lessor who violates this section shall be liable to the lessee in a civil action for all of the following:

- (1) The actual damages sustained by the lessee.
- (2) Punitive damages in an amount of not less than one hundred dollars (\$100) nor more than two thousand dollars (\$2,000) for each retaliatory act where the lessor or agent has been guilty of fraud, oppression, or malice with respect to that act.

(i) In any action brought for damages for retaliatory eviction, the court shall award reasonable attorney's fees to the prevailing party if either party requests attorney's fees upon the initiation of the action.

(j) The remedies provided by this section shall be in addition to any other remedies provided by statutory or decisional law.

(k) A lessor does not violate subdivision (c) or (e) by complying with any legal obligation under any federal government program that provides for rent limitations or rental assistance to a qualified tenant.

(l) This section shall become operative on July 1, 2021.

SEC. 7. Section 1942.9 is added to the Civil Code, to read:

1942.9. (a) Notwithstanding any other law, a landlord shall not, with respect to a tenant who has COVID-19 rental debt, as that term is defined in Section 1179.02 of the Code of Civil Procedure, and who has submitted a declaration of COVID-19-related financial distress, as that term is defined in Section 1179.02, do either of the following:

- (1) Charge a tenant, or attempt to collect from a tenant, fees assessed for the late payment of that COVID-19 rental debt.
- (2) Increase fees charged to the tenant or charge the tenant fees for services previously provided by the landlord without charge.

(b) Notwithstanding any other law, a landlord who temporarily reduces or makes unavailable a service or amenity as the result of compliance with federal, state, or local public health orders or guidelines shall not be considered to have violated the rental or lease agreement, nor to have provided different terms or conditions of tenancy or reduced services for purposes of any law, ordinance, rule, regulation, or initiative measure adopted by a local governmental entity that establishes a maximum amount that a landlord may charge a tenant for rent.

SEC. 8. Section 3273.1 of the Civil Code is amended to read:

3273.1. For purposes of this title:

(a) (1) “Borrower” means any of the following:

(A) A natural person who is a mortgagor or trustor or a confirmed successor in interest, as defined in Section 1024.31 of Title 12 of the Code of Federal Regulations.

(B) An entity other than a natural person only if the secured property contains no more than four dwelling units and is currently occupied by one or more residential tenants.

(2) “Borrower” shall not include an individual who has surrendered the secured property as evidenced by either a letter confirming the surrender or delivery of the keys to the property to the mortgagee, trustee, beneficiary, or authorized agent.

(3) Unless the property securing the mortgage contains one or more deed-restricted affordable housing units or one or more affordable housing units subject to a regulatory restriction limiting rental rates that is contained in an agreement with a government agency, the following mortgagors shall not be considered a “borrower”:

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

(B) A corporation.

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

(4) “Borrower” shall also mean a person who holds a power of attorney for a borrower described in paragraph (1).

(b) “Effective time period” means the time period between the operational date of this title and September 1, 2021.

(c) (1) “Mortgage servicer” or “lienholder” means a person or entity who directly services a loan or who is responsible for interacting with the borrower, managing the loan account on a daily basis, including collecting and crediting periodic loan payments, managing any escrow account, or enforcing the note and security instrument, either as the current owner of the promissory note or as the current owner’s authorized agent.

(2) “Mortgage servicer” or “lienholder” also means a subservicing agent to a master servicer by contract.

(3) “Mortgage servicer” shall not include a trustee, or a trustee’s authorized agent, acting under a power of sale pursuant to a deed of trust.

SEC. 9. Section 116.223 of the Code of Civil Procedure is amended to read:

116.223. (a) The Legislature hereby finds and declares as follows:

(1) There is anticipated to be an unprecedented number of claims arising out of nonpayment of residential rent that occurred between March 1, 2020, and June 30, 2021, related to the COVID-19 pandemic.

(2) These disputes are of special importance to the parties and of significant social and economic consequence collectively as the people of the State of California grapple with the health, economic, and social impacts of the COVID-19 pandemic.

(3) It is essential that the parties have access to a judicial forum to resolve these disputes expeditiously, inexpensively, and fairly.

(4) It is the intent of the Legislature that landlords of residential real property and their tenants have the option to litigate disputes regarding rent which is unpaid for the time period between March 1, 2020, and June 30, 2021, in the small claims court. It is the intent of the Legislature that the jurisdictional limits of the small claims court not apply to these disputes over COVID-19 rental debt.

(b) (1) Notwithstanding paragraph (1) of subdivision (a) Section 116.220, Section 116.221, or any other law, the small claims court has jurisdiction in any action for recovery of COVID-19 rental debt, as defined in Section 1179.02, and any defenses thereto, regardless of the amount demanded.

(2) In an action described in paragraph (1), the court shall reduce the damages awarded for any amount of COVID-19 rental debt sought by payments made to the landlord to satisfy the COVID-19 rental debt, including payments by the tenant, rental assistance programs, or another third party pursuant to paragraph (3) of subdivision (a) of Section 1947.3 of the Civil Code.

(3) An action to recover COVID-19 rental debt, as defined in Section 1179.02, brought pursuant to this subdivision shall not be commenced before August 1, 2021.

(c) Any claim for recovery of COVID-19 rental debt, as defined in Section 1179.02, shall not be subject to Section 116.231, notwithstanding the fact that a landlord of residential rental property may have brought two or more small claims actions in which the amount demanded exceeded two thousand five hundred dollars (\$2,500) in any calendar year.

(d) This section shall remain in effect until July 1, 2025, and as of that date is repealed.

SEC. 10. Chapter 11 (commencing with Section 871.10) is added to Title 10 of Part 2 of the Code of Civil Procedure, to read:

CHAPTER 11. ACTIONS TO RECOVER COVID-19 RENTAL DEBT

871.10. (a) Except as otherwise provided in subdivisions (c) and (e), in any action seeking recovery of COVID-19 rental debt, as defined in Section 1179.02, the plaintiff shall, in addition to any other requirements provided by law, attach to the complaint documentation showing that the plaintiff has made a good faith effort to investigate whether governmental rental

assistance is available to the tenant, seek governmental rental assistance for the tenant, or cooperate with the tenant's efforts to obtain rental assistance from any governmental entity, or other third party pursuant to paragraph (3) of subdivision (a) of Section 1947.3 of the Civil Code.

(b) In an action subject to subdivision (a), the court may reduce the damages awarded for any amount of COVID-19 rental debt, as defined in Section 1179.02, sought if the court determines that the landlord refused to obtain rental assistance from the state rental assistance program created pursuant to Chapter 17 (commencing with Section 50897) of Part 2 of Division 31 of the Health and Safety Code, if the tenant met the eligibility requirements and funding was available.

(c) This section shall not apply within any jurisdiction that received a direct allocation of assistance from the Secretary of the Treasury pursuant to Section 501 of Subtitle A of Title V of Division N of the federal Consolidated Appropriations Act, 2021 (Public Law 116-260) and did not accept a block grant pursuant to Section 50897.2 of the Health and Safety Code and is not subject to paragraph (5) of subdivision (a) of that section.

(d) An action to recover COVID-19 rental debt, as defined in Section 1179.02, that is subject to this section shall not be commenced before July 1, 2021.

(e) This section shall not apply to an action to recover COVID-19 rental debt, as that term is defined in Section 1179.02, pending before the court as of the operative date of this section.

(f) Except as otherwise provided in this section, any action to recover COVID-19 rental debt, as defined in Section 1179.02, that is subject to this section and is pending before the court as of the operative date of this section shall be stayed until July 1, 2021.

(g) This section shall not apply to any unlawful detainer action to recover possession pursuant to Section 1161.

(h) Actions for breach of contract to recover rental debt that were filed before October 1, 2020, shall not be stayed and may proceed, except that this subdivision shall not apply to actions filed against any person who would have qualified under the rental assistance funding provided through the Secretary of the Treasury pursuant to Section 501 of Subtitle A of Title V of Division N of the federal Consolidated Appropriations Act, 2021 (Public Law 116-260) and where the person's household income is at or below 80 percent of the area median income for the 2020 calendar year.

871.11. (a) Notwithstanding any other law, in any action to recover COVID-19 rental debt, as defined in Section 1179.02, brought as a limited or unlimited civil case, the court shall not, under ordinary circumstances, award reasonable attorneys' fees to a prevailing party that exceed the following amounts:

(1) If the matter is uncontested, five hundred dollars (\$500).

(2) If the matter is contested, one thousand dollars (\$1,000).

(b) In determining whether a case was litigated under ordinary circumstances, the court may consider the following:

(1) The number and complexity of pretrial and posttrial motions.

- (2) The nature and extent of any discovery performed.
 - (3) Whether the case was tried by jury or by the court.
 - (4) The length of the trial.
 - (5) Any other factor the court, in its discretion, finds relevant, including whether the tenant or the landlord, or both the tenant and the landlord, would have been eligible to receive a rental assistance payment from the governmental entity, or other third party pursuant to paragraph (3) of subdivision (a) of Section 1947.3 of the Civil Code.
- (c) Nothing in this section shall be interpreted to entitle the prevailing party to an award of reasonable attorneys' fees if that award is not otherwise provided for by law or agreement.
- (d) This section shall remain in effect until July 1, 2025, and as of that date is repealed.

871.12. This chapter shall remain in effect until July 1, 2027, and as of the date is repealed.

SEC. 11. Section 1161.2 of the Code of Civil Procedure, as amended by Section 17 of Chapter 37 of the Statutes of 2020, is amended to read:

1161.2. (a) (1) The clerk shall allow access to limited civil case records filed under this chapter, including the court file, index, and register of actions, only as follows:

- (A) To a party to the action, including a party's attorney.
- (B) To a person who provides the clerk with the names of at least one plaintiff and one defendant and the address of the premises, including the apartment or unit number, if any.
- (C) To a resident of the premises who provides the clerk with the name of one of the parties or the case number and shows proof of residency.
- (D) To a person by order of the court, which may be granted ex parte, on a showing of good cause.
- (E) Except as provided in subparagraph (G), to any person by order of the court if judgment is entered for the plaintiff after trial more than 60 days since the filing of the complaint. The court shall issue the order upon issuing judgment for the plaintiff.
- (F) Except as provided in subparagraph (G), to any other person 60 days after the complaint has been filed if the plaintiff prevails in the action within 60 days of the filing of the complaint, in which case the clerk shall allow access to any court records in the action. If a default or default judgment is set aside more than 60 days after the complaint has been filed, this section shall apply as if the complaint had been filed on the date the default or default judgment is set aside.
- (G) (i) In the case of a complaint involving residential property based on Section 1161a as indicated in the caption of the complaint, as required in subdivision (c) of Section 1166, to any other person, if 60 days have elapsed since the complaint was filed with the court, and, as of that date, judgment against all defendants has been entered for the plaintiff, after a trial.

(ii) Subparagraphs (E) and (F) shall not apply if the plaintiff filed the action between March 4, 2020, and June 30, 2021, and the action is based on an alleged default in the payment of rent.

(2) This section shall not be construed to prohibit the court from issuing an order that bars access to the court record in an action filed under this chapter if the parties to the action so stipulate.

(b) (1) For purposes of this section, “good cause” includes, but is not limited to, both of the following:

(A) The gathering of newsworthy facts by a person described in Section 1070 of the Evidence Code.

(B) The gathering of evidence by a party to an unlawful detainer action solely for the purpose of making a request for judicial notice pursuant to subdivision (d) of Section 452 of the Evidence Code.

(2) It is the intent of the Legislature that a simple procedure be established to request the ex parte order described in subparagraph (D) of paragraph (1) of subdivision (a).

(c) Upon the filing of a case so restricted, the court clerk shall mail notice to each defendant named in the action. The notice shall be mailed to the address provided in the complaint. The notice shall contain a statement that an unlawful detainer complaint (eviction action) has been filed naming that party as a defendant, and that access to the court file will be delayed for 60 days except to a party, an attorney for one of the parties, or any other person who (1) provides to the clerk the names of at least one plaintiff and one defendant in the action and provides to the clerk the address, including any applicable apartment, unit, or space number, of the subject premises, or (2) provides to the clerk the name of one of the parties in the action or the case number and can establish through proper identification that the person lives at the subject premises. The notice shall also contain a statement that access to the court index, register of actions, or other records is not permitted until 60 days after the complaint is filed, except pursuant to an order upon a showing of good cause for access. The notice shall contain on its face the following information:

(1) The name and telephone number of the county bar association.

(2) The name and telephone number of any entity that requests inclusion on the notice and demonstrates to the satisfaction of the court that it has been certified by the State Bar of California as a lawyer referral service and maintains a panel of attorneys qualified in the practice of landlord-tenant law pursuant to the minimum standards for a lawyer referral service established by the State Bar of California and Section 6155 of the Business and Professions Code.

(3) The following statement:

“The State Bar of California certifies lawyer referral services in California and publishes a list of certified lawyer referral services organized by county. To locate a lawyer referral service in your county, go to the State Bar’s internet website at www.calbar.ca.gov or call 1-866-442-2529.”

(4) The name and telephone number of an office or offices funded by the federal Legal Services Corporation or qualified legal services projects that receive funds distributed pursuant to Section 6216 of the Business and Professions Code that provide legal services to low-income persons in the county in which the action is filed. The notice shall state that these telephone numbers may be called for legal advice regarding the case. The notice shall be issued between 24 and 48 hours of the filing of the complaint, excluding weekends and holidays. One copy of the notice shall be addressed to “all occupants” and mailed separately to the subject premises. The notice shall not constitute service of the summons and complaint.

(d) Notwithstanding any other law, the court shall charge an additional fee of fifteen dollars (\$15) for filing a first appearance by the plaintiff. This fee shall be added to the uniform filing fee for actions filed under this chapter.

(e) This section does not apply to a case that seeks to terminate a mobilehome park tenancy if the statement of the character of the proceeding in the caption of the complaint clearly indicates that the complaint seeks termination of a mobilehome park tenancy.

(f) This section does not alter any provision of the Evidence Code.

(g) This section shall remain in effect until July 1, 2021, and as of that date is repealed.

SEC. 12. Section 1161.2 of the Code of Civil Procedure, as added by Section 18 of Chapter 37 of the Statutes of 2020, is amended to read:

1161.2. (a) (1) The clerk shall allow access to limited civil case records filed under this chapter, including the court file, index, and register of actions, only as follows:

(A) To a party to the action, including a party’s attorney.

(B) To a person who provides the clerk with the names of at least one plaintiff and one defendant and the address of the premises, including the apartment or unit number, if any.

(C) To a resident of the premises who provides the clerk with the name of one of the parties or the case number and shows proof of residency.

(D) To a person by order of the court, which may be granted ex parte, on a showing of good cause.

(E) To any person by order of the court if judgment is entered for the plaintiff after trial more than 60 days since the filing of the complaint. The court shall issue the order upon issuing judgment for the plaintiff.

(F) Except as provided in subparagraph (G), to any other person 60 days after the complaint has been filed if the plaintiff prevails in the action within 60 days of the filing of the complaint, in which case the clerk shall allow access to any court records in the action. If a default or default judgment is set aside more than 60 days after the complaint has been filed, this section shall apply as if the complaint had been filed on the date the default or default judgment is set aside.

(G) In the case of a complaint involving residential property based on Section 1161a as indicated in the caption of the complaint, as required in subdivision (c) of Section 1166, to any other person, if 60 days have elapsed

since the complaint was filed with the court, and, as of that date, judgment against all defendants has been entered for the plaintiff, after a trial.

(2) This section shall not be construed to prohibit the court from issuing an order that bars access to the court record in an action filed under this chapter if the parties to the action so stipulate.

(b) (1) For purposes of this section, “good cause” includes, but is not limited to, both of the following:

(A) The gathering of newsworthy facts by a person described in Section 1070 of the Evidence Code.

(B) The gathering of evidence by a party to an unlawful detainer action solely for the purpose of making a request for judicial notice pursuant to subdivision (d) of Section 452 of the Evidence Code.

(2) It is the intent of the Legislature that a simple procedure be established to request the ex parte order described in subparagraph (D) of paragraph (1) of subdivision (a).

(c) Upon the filing of a case so restricted, the court clerk shall mail notice to each defendant named in the action. The notice shall be mailed to the address provided in the complaint. The notice shall contain a statement that an unlawful detainer complaint (eviction action) has been filed naming that party as a defendant, and that access to the court file will be delayed for 60 days except to a party, an attorney for one of the parties, or any other person who (1) provides to the clerk the names of at least one plaintiff and one defendant in the action and provides to the clerk the address, including any applicable apartment, unit, or space number, of the subject premises, or (2) provides to the clerk the name of one of the parties in the action or the case number and can establish through proper identification that the person lives at the subject premises. The notice shall also contain a statement that access to the court index, register of actions, or other records is not permitted until 60 days after the complaint is filed, except pursuant to an order upon a showing of good cause for access. The notice shall contain on its face the following information:

(1) The name and telephone number of the county bar association.

(2) The name and telephone number of any entity that requests inclusion on the notice and demonstrates to the satisfaction of the court that it has been certified by the State Bar of California as a lawyer referral service and maintains a panel of attorneys qualified in the practice of landlord-tenant law pursuant to the minimum standards for a lawyer referral service established by the State Bar of California and Section 6155 of the Business and Professions Code.

(3) The following statement:

“The State Bar of California certifies lawyer referral services in California and publishes a list of certified lawyer referral services organized by county. To locate a lawyer referral service in your county, go to the State Bar’s internet website at www.calbar.ca.gov or call 1-866-442-2529.”

(4) The name and telephone number of an office or offices funded by the federal Legal Services Corporation or qualified legal services projects that receive funds distributed pursuant to Section 6216 of the Business and

Professions Code that provide legal services to low-income persons in the county in which the action is filed. The notice shall state that these telephone numbers may be called for legal advice regarding the case. The notice shall be issued between 24 and 48 hours of the filing of the complaint, excluding weekends and holidays. One copy of the notice shall be addressed to “all occupants” and mailed separately to the subject premises. The notice shall not constitute service of the summons and complaint.

(d) Notwithstanding any other law, the court shall charge an additional fee of fifteen dollars (\$15) for filing a first appearance by the plaintiff. This fee shall be added to the uniform filing fee for actions filed under this chapter.

(e) This section does not apply to a case that seeks to terminate a mobilehome park tenancy if the statement of the character of the proceeding in the caption of the complaint clearly indicates that the complaint seeks termination of a mobilehome park tenancy.

(f) This section does not alter any provision of the Evidence Code.

(g) This section shall become operative on July 1, 2021.

SEC. 13. Section 1161.2.5 of the Code of Civil Procedure is amended to read:

1161.2.5. (a) (1) Except as provided in Section 1161.2, the clerk shall allow access to civil case records for actions seeking recovery of COVID-19 rental debt, as defined in Section 1179.02, including the court file, index, and register of actions, only as follows:

(A) To a party to the action, including a party’s attorney.

(B) To a person who provides the clerk with the names of at least one plaintiff and one defendant.

(C) To a resident of the premises for which the COVID-19 rental debt is owed who provides the clerk with the name of one of the parties or the case number and shows proof of residency.

(D) To a person by order of the court, which may be granted ex parte, on a showing of good cause.

(2) To give the court notice that access to the records in an action is limited, any complaint or responsive pleading in a case subject to this section shall include on either the first page of the pleading or a cover page, the phrase “ACTION FOR RECOVERY OF COVID-19 RENTAL DEBT AS DEFINED UNDER SECTION 1179.02” in bold, capital letters, in 12 point or larger font.

(b) (1) For purposes of this section, “good cause” includes, but is not limited to, both of the following:

(A) The gathering of newsworthy facts by a person described in Section 1070 of the Evidence Code.

(B) The gathering of evidence by a party to a civil action solely for the purpose of making a request for judicial notice pursuant to subdivision (d) of Section 452 of the Evidence Code.

(2) It is the intent of the Legislature that a simple procedure be established to request the ex parte order described in subparagraph (D) of paragraph (1) of subdivision (a).

- (c) This section does not alter any provision of the Evidence Code.
- (d) This section shall remain in effect until July 1, 2021, and as of that date is repealed.

SEC. 14. The heading of Chapter 5 (commencing with Section 1179.01) of Title 3 of Part 3 of the Code of Civil Procedure is amended to read:

CHAPTER 5. COVID-19 TENANT RELIEF ACT

SEC. 15. Section 1179.01 of the Code of Civil Procedure is amended to read:

1179.01. This chapter is known, and may be cited, as the COVID-19 Tenant Relief Act.

SEC. 16. Section 1179.02 of the Code of Civil Procedure is amended to read:

1179.02. For purposes of this chapter:

(a) “Covered time period” means the time period between March 1, 2020, and June 30, 2021.

(b) “COVID-19-related financial distress” means any of the following:

- (1) Loss of income caused by the COVID-19 pandemic.
- (2) Increased out-of-pocket expenses directly related to performing essential work during the COVID-19 pandemic.
- (3) Increased expenses directly related to the health impact of the COVID-19 pandemic.

(4) Childcare responsibilities or responsibilities to care for an elderly, disabled, or sick family member directly related to the COVID-19 pandemic that limit a tenant’s ability to earn income.

(5) Increased costs for childcare or attending to an elderly, disabled, or sick family member directly related to the COVID-19 pandemic.

(6) Other circumstances related to the COVID-19 pandemic that have reduced a tenant’s income or increased a tenant’s expenses.

(c) “COVID-19 rental debt” means unpaid rent or any other unpaid financial obligation of a tenant under the tenancy that came due during the covered time period.

(d) “Declaration of COVID-19-related financial distress” means the following written statement:

I am currently unable to pay my rent or other financial obligations under the lease in full because of one or more of the following:

- 1. Loss of income caused by the COVID-19 pandemic.
- 2. Increased out-of-pocket expenses directly related to performing essential work during the COVID-19 pandemic.
- 3. Increased expenses directly related to health impacts of the COVID-19 pandemic.
- 4. Childcare responsibilities or responsibilities to care for an elderly, disabled, or sick family member directly related to the COVID-19 pandemic that limit my ability to earn income.

5. Increased costs for childcare or attending to an elderly, disabled, or sick family member directly related to the COVID-19 pandemic.

6. Other circumstances related to the COVID-19 pandemic that have reduced my income or increased my expenses.

Any public assistance, including unemployment insurance, pandemic unemployment assistance, state disability insurance (SDI), or paid family leave, that I have received since the start of the COVID-19 pandemic does not fully make up for my loss of income and/or increased expenses.

Signed under penalty of perjury:

Dated:

(e) “Landlord” includes all of the following or the agent of any of the following:

- (1) An owner of residential real property.
- (2) An owner of a residential rental unit.
- (3) An owner of a mobilehome park.
- (4) An owner of a mobilehome park space or lot.

(f) “Protected time period” means the time period between March 1, 2020, and August 31, 2020.

(g) “Rental payment” means rent or any other financial obligation of a tenant under the tenancy.

(h) “Tenant” means any natural person who hires real property except any of the following:

(1) Tenants of commercial property, as defined in subdivision (c) of Section 1162 of the Civil Code.

(2) Those persons whose occupancy is described in subdivision (b) of Section 1940 of the Civil Code.

(i) “Transition time period” means the time period between September 1, 2020, and June 30, 2021.

SEC. 17. Section 1179.03 of the Code of Civil Procedure is amended to read:

1179.03. (a) (1) Any notice that demands payment of COVID-19 rental debt served pursuant to subdivision (e) of Section 798.56 of the Civil Code or paragraph (2) or (3) of Section 1161 shall be modified as required by this section. A notice which does not meet the requirements of this section, regardless of when the notice was issued, shall not be sufficient to establish a cause of action for unlawful detainer or a basis for default judgment.

(2) Any case based solely on a notice that demands payment of COVID-19 rental debt served pursuant to subdivision (e) of Section 798.56 of the Civil Code or paragraph (2) or (3) of Section 1161 may be dismissed if the notice does not meet the requirements of this section, regardless of when the notice was issued.

(3) Notwithstanding paragraphs (1) and (2), this section shall have no effect if the landlord lawfully regained possession of the property or obtained a judgment for possession of the property before the operative date of this section.

(b) If the notice demands payment of rent that came due during the protected time period, as defined in Section 1179.02, the notice shall comply with all of the following:

(1) The time period in which the tenant may pay the amount due or deliver possession of the property shall be no shorter than 15 days, excluding Saturdays, Sundays, and other judicial holidays.

(2) The notice shall set forth the amount of rent demanded and the date each amount became due.

(3) The notice shall advise the tenant that the tenant cannot be evicted for failure to comply with the notice if the tenant delivers a signed declaration of COVID-19-related financial distress to the landlord on or before the date that the notice to pay rent or quit or notice to perform covenants or quit expires, by any of the methods specified in subdivision (f).

(4) The notice shall include the following text in at least 12-point font:

“NOTICE FROM THE STATE OF CALIFORNIA: If you are unable to pay the amount demanded in this notice, and have decreased income or increased expenses due to COVID-19, your landlord will not be able to evict you for this missed payment if you sign and deliver the declaration form included with your notice to your landlord within 15 days, excluding Saturdays, Sundays, and other judicial holidays, but you will still owe this money to your landlord. If you do not sign and deliver the declaration within this time period, you may lose the eviction protections available to you. You must return this form to be protected. You should keep a copy or picture of the signed form for your records.

You will still owe this money to your landlord and can be sued for the money, but you cannot be evicted from your home if you comply with these requirements. You should keep careful track of what you have paid and any amount you still owe to protect your rights and avoid future disputes. Failure to respond to this notice may result in an unlawful detainer action (eviction) being filed against you.

For information about legal resources that may be available to you, visit lawhelpca.org.”

(c) If the notice demands payment of rent that came due during the transition time period, as defined in Section 1179.02, the notice shall comply with all of the following:

(1) The time period in which the tenant may pay the amount due or deliver possession of the property shall be no shorter than 15 days, excluding Saturdays, Sundays, and other judicial holidays.

(2) The notice shall set forth the amount of rent demanded and the date each amount became due.

(3) The notice shall advise the tenant that the tenant will not be evicted for failure to comply with the notice, except as allowed by this chapter, if the tenant delivers a signed declaration of COVID-19-related financial distress to the landlord on or before the date the notice to pay rent or quit or notice to perform covenants or quit expires, by any of the methods specified in subdivision (f).

(4) For notices provided before February 1, 2021, the notice shall include the following text in at least 12-point type:

“NOTICE FROM THE STATE OF CALIFORNIA: If you are unable to pay the amount demanded in this notice, and have decreased income or increased expenses due to COVID-19, you may sign and deliver the declaration form included with your notice to your landlord within 15 days, excluding Saturdays, Sundays, and other judicial holidays, and your landlord will not be able to evict you for this missed payment so long as you make the minimum payment (see below). You will still owe this money to your landlord. You should keep a copy or picture of the signed form for your records.

If you provide the declaration form to your landlord as described above AND, on or before January 31, 2021, you pay an amount that equals at least 25 percent of each rental payment that came due or will come due during the period between September 1, 2020, and January 31, 2021, that you were unable to pay as a result of decreased income or increased expenses due to COVID-19, your landlord cannot evict you. Your landlord may require you to submit a new declaration form for each rental payment that you do not pay that comes due between September 1, 2020, and January 31, 2021.

For example, if you provided a declaration form to your landlord regarding your decreased income or increased expenses due to COVID-19 that prevented you from making your rental payment in September and October of 2020, your landlord could not evict you if, on or before January 31, 2021, you made a payment equal to 25 percent of September’s and October’s rental payment (i.e., half a month’s rent). If you were unable to pay any of the rental payments that came due between September 1, 2020, and January 31, 2021, and you provided your landlord with the declarations in response to each 15-day notice your landlord sent to you during that time period, your landlord could not evict you if, on or before January 31, 2021, you paid your landlord an amount equal to 25 percent of all the rental payments due from September through January (i.e., one and a quarter month’s rent).

You will still owe the full amount of the rent to your landlord, but you cannot be evicted from your home if you comply with these requirements. You should keep careful track of what you have paid and any amount you still owe to protect your rights and avoid future disputes. Failure to respond to this notice may result in an unlawful detainer action (eviction) being filed against you.

For information about legal resources that may be available to you, visit lawhelpca.org.”

(5) For notices provided on or after February 1, 2021, the notice shall include the following text in at least 12-point type:

“NOTICE FROM THE STATE OF CALIFORNIA: If you are unable to pay the amount demanded in this notice, and have decreased income or increased expenses due to COVID-19, you may sign and deliver the declaration form included with your notice to your landlord within 15 days, excluding Saturdays, Sundays, and other judicial holidays, and your landlord will not be able to evict you for this missed payment so long as you make

the minimum payment (see below). You will still owe this money to your landlord. You should keep a copy or picture of the signed form for your records.

If you provide the declaration form to your landlord as described above AND, on or before June 30, 2021, you pay an amount that equals at least 25 percent of each rental payment that came due or will come due during the period between September 1, 2020, and June 30, 2021, that you were unable to pay as a result of decreased income or increased expenses due to COVID-19, your landlord cannot evict you. Your landlord may require you to submit a new declaration form for each rental payment that you do not pay that comes due between September 1, 2020, and June 30, 2021.

If you were unable to pay any of the rental payments that came due between September 1, 2020, and June 30, 2021, and you provided your landlord with the declarations in response to each 15-day notice your landlord sent to you during that time period, your landlord could not evict you if, on or before June 30, 2021, you paid your landlord an amount equal to 25 percent of all the rental payments due from September 2020 through June 2021.

You will still owe the full amount of the rent to your landlord, but you cannot be evicted from your home if you comply with these requirements. You should keep careful track of what you have paid and any amount you still owe to protect your rights and avoid future disputes. Failure to respond to this notice may result in an unlawful detainer action (eviction) being filed against you.

YOU MAY QUALIFY FOR RENTAL ASSISTANCE. In addition to extending these eviction protections, the State of California, in partnership with federal and local governments, has created an emergency rental assistance program to assist renters who have been unable to pay their rent and utility bills as a result of the COVID-19 pandemic. This program may be able to help you get caught up with past-due rent. Additionally, depending on the availability of funds, the program may also be able to assist you with making future rental payments.

While not everyone will qualify for this assistance, you can apply for it regardless of your citizenship or immigration status. There is no charge to apply for or receive this assistance.

Additional information about the extension of the COVID-19 Tenant Relief Act and new state or local rental assistance programs, including more information about how to qualify for assistance, can be found by visiting <http://housingiskey.com> or by calling 1-833-422-4255.”

(d) An unsigned copy of a declaration of COVID-19-related financial distress shall accompany each notice delivered to a tenant to which subdivision (b) or (c) is applicable. If the landlord was required, pursuant to Section 1632 of the Civil Code, to provide a translation of the rental contract or agreement in the language in which the contract or agreement was negotiated, the landlord shall also provide the unsigned copy of a declaration of COVID-19-related financial distress to the tenant in the language in which the contract or agreement was negotiated. The Department

of Real Estate shall make available an official translation of the text required by paragraph (4) of subdivision (b), paragraph (4) of subdivision (c), and paragraph (5) of subdivision (c) in the languages specified in Section 1632 of the Civil Code by no later than February 15, 2021.

(e) If a tenant owes a COVID-19 rental debt to which both subdivisions (b) and (c) apply, the landlord shall serve two separate notices that comply with subdivisions (b) and (c), respectively.

(f) A tenant may deliver the declaration of COVID-19-related financial distress to the landlord by any of the following methods:

(1) In person, if the landlord indicates in the notice an address at which the declaration may be delivered in person.

(2) By electronic transmission, if the landlord indicates an email address in the notice to which the declaration may be delivered.

(3) Through United States mail to the address indicated by the landlord in the notice. If the landlord does not provide an address pursuant to subparagraph (1), then it shall be conclusively presumed that upon the mailing of the declaration by the tenant to the address provided by the landlord, the declaration is deemed received by the landlord on the date posted, if the tenant can show proof of mailing to the address provided by the landlord.

(4) Through any of the same methods that the tenant can use to deliver the payment pursuant to the notice if delivery of the declaration by that method is possible.

(g) Except as provided in Section 1179.02.5, the following shall apply to a tenant who, within 15 days of service of the notice specified in subdivision (b) or (c), excluding Saturdays, Sundays, and other judicial holidays, demanding payment of COVID-19 rental debt delivers a declaration of COVID-19-related financial distress to the landlord by any of the methods provided in subdivision (f):

(1) With respect to a notice served pursuant to subdivision (b), the tenant shall not then or thereafter be deemed to be in default with regard to that COVID-19 rental debt for purposes of subdivision (e) of Section 798.56 of the Civil Code or paragraphs (2) and (3) of Section 1161.

(2) With respect to a notice served pursuant to subdivision (c), the following shall apply:

(A) Except as provided by subparagraph (B), the landlord may not initiate an unlawful detainer action before July 1, 2021.

(B) A tenant shall not be guilty of unlawful detainer, now or in the future, based upon nonpayment of COVID-19 rental debt that came due during the transition period if, on or before June 30, 2021, the tenant tenders one or more payments that, when taken together, are of an amount equal to or not less than 25 percent of each transition period rental payment demanded in one or more notices served pursuant to subsection (c) and for which the tenant complied with this subdivision by timely delivering a declaration of COVID-19-related financial distress to the landlord.

(h) (1) (A) Within the time prescribed in Section 1167, a tenant shall be permitted to file a signed declaration of COVID-19-related financial distress with the court.

(B) If the tenant files a signed declaration of COVID-19-related financial distress with the court pursuant to this subdivision, the court shall dismiss the case, pursuant to paragraph (2), if the court finds, after a noticed hearing on the matter, that the tenant's failure to return a declaration of COVID-19-related financial distress within the time required by subdivision (g) was the result of mistake, inadvertence, surprise, or excusable neglect, as those terms have been interpreted under subdivision (b) of Section 473.

(C) The noticed hearing required by this paragraph shall be held with not less than five days' notice and not more than 10 days' notice, to be given by the court, and may be held separately or in conjunction with any regularly noticed hearing in the case, other than a trial.

(2) If the court dismisses the case pursuant to paragraph (1), that dismissal shall be without prejudice as follows:

(A) If the case was based in whole or in part upon a notice served pursuant to subdivision (b), the court shall dismiss any cause of action based on the notice served pursuant to subdivision (b).

(B) Before July 1, 2021, if the case is based in whole or in part on a notice served pursuant to subdivision (c), the court shall dismiss any cause of action based on the notice served pursuant to subdivision (c).

(C) On or after July 1, 2021, if the case is based in whole or in part on a notice served pursuant to subdivision (c), the court shall dismiss any cause of action based upon the notice served pursuant to subdivision (c) if the tenant, within five days of the court's order to do so, makes the payment required by subparagraph (B) of paragraph (1) of subdivision (g), provided that if the fifth day falls on a Saturday, Sunday, or judicial holiday the last day to pay shall be extended to the next court day.

(3) If the court dismisses the case pursuant to this subdivision, the tenant shall not be considered the prevailing party for purposes of Section 1032, any attorney's fee provision appearing in contract or statute, or any other law.

(i) Notwithstanding any other law, a notice which is served pursuant to subdivision (b) or (c) that complies with the requirements of this chapter and subdivision (e) of Section 798.56 of the Civil Code or paragraphs (2) and (3) of Section 1161, as applicable, need not include specific language required by any ordinance, resolution, regulation, or administrative action adopted by a city, county, or city and county.

SEC. 18. Section 1179.03.5 of the Code of Civil Procedure is amended to read:

1179.03.5. (a) Before July 1, 2021, a court may not find a tenant guilty of an unlawful detainer unless it finds that one of the following applies:

(1) The tenant was guilty of the unlawful detainer before March 1, 2020.

(2) In response to service of a notice demanding payment of COVID-19 rental debt pursuant to subdivision (e) of Section 798.56 of the Civil Code

or paragraph (2) or (3) of Section 1161, the tenant failed to comply with the requirements of Section 1179.03.

(3) (A) The unlawful detainer arises because of a termination of tenancy for any of the following:

(i) An at-fault just cause, as defined in paragraph (1) of subdivision (b) of Section 1946.2 of the Civil Code.

(ii) (I) A no-fault just cause, as defined in paragraph (2) of subdivision (b) of Section 1946.2 of the Civil Code, other than intent to demolish or to substantially remodel the residential real property, as defined in subparagraph (D) of paragraph (2) of subdivision (b) of Section 1946.2.

(II) Notwithstanding subclause (I), termination of a tenancy based on intent to demolish or to substantially remodel the residential real property shall be permitted if necessary to maintain compliance with the requirements of Section 1941.1 of the Civil Code, Section 17920.3 or 17920.10 of the Health and Safety Code, or any other applicable law governing the habitability of residential rental units.

(iii) The owner of the property has entered into a contract for the sale of that property with a buyer who intends to occupy the property, and all the requirements of paragraph (8) of subdivision (e) of Section 1946.2 of the Civil Code have been satisfied.

(B) In an action under this paragraph, other than an action to which paragraph (2) also applies, the landlord shall be precluded from recovering COVID-19 rental debt in connection with any award of damages.

(b) (1) This section does not require a landlord to assist the tenant to relocate through the payment of relocation costs if the landlord would not otherwise be required to do so pursuant to Section 1946.2 of the Civil Code or any other law.

(2) A landlord who is required to assist the tenant to relocate pursuant to Section 1946.2 of the Civil Code or any other law, may offset the tenant’s COVID-19 rental debt against their obligation to assist the tenant to relocate.

SEC. 19. Section 1179.04 of the Code of Civil Procedure is amended to read:

1179.04. (a) On or before September 30, 2020, a landlord shall provide, in at least 12-point type, the following notice to tenants who, as of September 1, 2020, have not paid one or more rental payments that came due during the protected time period:

“NOTICE FROM THE STATE OF CALIFORNIA: The California Legislature has enacted the COVID-19 Tenant Relief Act of 2020 which protects renters who have experienced COVID-19-related financial distress from being evicted for failing to make rental payments due between March 1, 2020, and January 31, 2021.

“COVID-19-related financial distress” means any of the following:

1. Loss of income caused by the COVID-19 pandemic.
2. Increased out-of-pocket expenses directly related to performing essential work during the COVID-19 pandemic.

3. Increased expenses directly related to the health impact of the COVID-19 pandemic.

4. Childcare responsibilities or responsibilities to care for an elderly, disabled, or sick family member directly related to the COVID-19 pandemic that limit your ability to earn income.

5. Increased costs for childcare or attending to an elderly, disabled, or sick family member directly related to the COVID-19 pandemic.

6. Other circumstances related to the COVID-19 pandemic that have reduced your income or increased your expenses.

This law gives you the following protections:

1. If you failed to make rental payments due between March 1, 2020, and August 31, 2020, because you had decreased income or increased expenses due to the COVID-19 pandemic, as described above, you cannot be evicted based on this nonpayment.

2. If you are unable to pay rental payments that come due between September 1, 2020, and January 31, 2021, because of decreased income or increased expenses due to the COVID-19 pandemic, as described above, you cannot be evicted if you pay 25 percent of the rental payments missed during that time period on or before January 31, 2021.

You must provide, to your landlord, a declaration under penalty of perjury of your COVID-19-related financial distress attesting to the decreased income or increased expenses due to the COVID-19 pandemic to be protected by the eviction limitations described above. Before your landlord can seek to evict you for failing to make a payment that came due between March 1, 2020, and January 31, 2021, your landlord will be required to give you a 15-day notice that informs you of the amounts owed and includes a blank declaration form you can use to comply with this requirement.

If your landlord has proof of income on file which indicates that your household makes at least 130 percent of the median income for the county where the rental property is located, as published by the Department of Housing and Community Development in the Official State Income Limits for 2020, your landlord may also require you to provide documentation which shows that you have experienced a decrease in income or increase in expenses due to the COVID-19 pandemic. Your landlord must tell you in the 15-day notice whether your landlord is requiring that documentation. Any form of objectively verifiable documentation that demonstrates the financial impact you have experienced is sufficient, including a letter from your employer, an unemployment insurance record, or medical bills, and may be provided to satisfy the documentation requirement.

It is very important you do not ignore a 15-day notice to pay rent or quit or a notice to perform covenants or quit from your landlord. If you are served with a 15-day notice and do not provide the declaration form to your landlord before the 15-day notice expires, you could be evicted. You could also be evicted beginning February 1, 2021, if you owe rental payments due between September 1, 2020, and January 31, 2021, and you do not pay an amount equal to at least 25 percent of the payments missed for that time period.

For information about legal resources that may be available to you, visit lawhelpca.org.”

(b) On or before February 28, 2021, a landlord shall provide, in at least 12-point type, the following notice to tenants who, as of February 1, 2021, have not paid one or more rental payments that came due during the covered time period:

“NOTICE FROM THE STATE OF CALIFORNIA: The California Legislature has enacted the COVID-19 Tenant Relief Act which protects renters who have experienced COVID-19-related financial distress from being evicted for failing to make rental payments due between March 1, 2020, and June 30, 2021.

“COVID-19-related financial distress” means any of the following:

1. Loss of income caused by the COVID-19 pandemic.
2. Increased out-of-pocket expenses directly related to performing essential work during the COVID-19 pandemic.
3. Increased expenses directly related to the health impact of the COVID-19 pandemic.
4. Childcare responsibilities or responsibilities to care for an elderly, disabled, or sick family member directly related to the COVID-19 pandemic that limit your ability to earn income.
5. Increased costs for childcare or attending to an elderly, disabled, or sick family member directly related to the COVID-19 pandemic.
6. Other circumstances related to the COVID-19 pandemic that have reduced your income or increased your expenses.

This law gives you the following protections:

1. If you failed to make rental payments due between March 1, 2020, and August 31, 2020, because you had decreased income or increased expenses due to the COVID-19 pandemic, as described above, you cannot be evicted based on this nonpayment.
2. If you are unable to pay rental payments that come due between September 1, 2020, and June 30, 2021, because of decreased income or increased expenses due to the COVID-19 pandemic, as described above, you cannot be evicted if you pay 25 percent of the rental payments missed during that time period on or before June 30, 2021.

You must provide, to your landlord, a declaration under penalty of perjury of your COVID-19-related financial distress attesting to the decreased income or increased expenses due to the COVID-19 pandemic to be protected by the eviction limitations described above. Before your landlord can seek to evict you for failing to make a payment that came due between March 1, 2020, and June 30, 2021, your landlord will be required to give you a 15-day notice that informs you of the amounts owed and includes a blank declaration form you can use to comply with this requirement.

If your landlord has proof of income on file which indicates that your household makes at least 130 percent of the median income for the county where the rental property is located, as published by the Department of Housing and Community Development in the Official State Income Limits

for 2020, your landlord may also require you to provide documentation which shows that you have experienced a decrease in income or increase in expenses due to the COVID-19 pandemic. Your landlord must tell you in the 15-day notice whether your landlord is requiring that documentation. Any form of objectively verifiable documentation that demonstrates the financial impact you have experienced is sufficient, including a letter from your employer, an unemployment insurance record, or medical bills, and may be provided to satisfy the documentation requirement.

It is very important you do not ignore a 15-day notice to pay rent or quit or a notice to perform covenants or quit from your landlord. If you are served with a 15-day notice and do not provide the declaration form to your landlord before the 15-day notice expires, you could be evicted. You could also be evicted beginning July 1, 2021 if you owe rental payments due between September 1, 2020, and June 30, 2021, and you do not pay an amount equal to at least 25 percent of the payments missed for that time period.

YOU MAY QUALIFY FOR RENTAL ASSISTANCE. In addition to extending these eviction protections, the State of California, in partnership with federal and local governments, has created an emergency rental assistance program to assist renters who have been unable to pay their rent and utility bills as a result of the COVID-19 pandemic. This program may be able to help you get caught up with past-due rent. Additionally, depending on the availability of funds, the program may also be able to assist you with making future rental payments.

While not everyone will qualify for this assistance, you can apply for it regardless of your citizenship or immigration status. There is no charge to apply for or receive this assistance.

Additional information about the extension of the COVID-19 Tenant Relief Act and new state or local rental assistance programs, including more information about how to qualify for assistance, can be found by visiting <http://housingiskey.com> or by calling 1-833-422-4255.”

(c) The landlord may provide the notice required by subdivision (a) or (b), as applicable, in the manner prescribed by Section 1162 or by mail.

(d) (1) A landlord may not serve a notice pursuant to subdivision (b) or (c) of Section 1179.03 before the landlord has provided the notice required by subdivision (a) or (b), as applicable.

(2) The notice required by subdivision (a) may be provided to a tenant concurrently with a notice pursuant to subdivision (b) or (c) of Section 1179.03 that is served on or before September 30, 2020.

(3) The notice required by subdivision (b) may be provided to a tenant concurrently with a notice pursuant to subdivision (b) or (c) of Section 1179.03 that is served on or before February 28, 2021.

SEC. 20. Section 1179.04.5 is added to the Civil Code, to read:

1179.04.5. Notwithstanding Sections 1470, 1947, and 1950 of the Civil Code, or any other law, for the duration of any tenancy that existed during the covered time period, the landlord shall not do either of the following:

(a) Apply a security deposit to satisfy COVID-19 rental debt, unless the tenant has agreed, in writing, to allow the deposit to be so applied. Nothing

in this subdivision shall prohibit a landlord from applying a security deposit to satisfy COVID-19 rental debt after the tenancy ends, in accordance with Section 1950.5 of the Civil Code.

(b) Apply a monthly rental payment to any COVID-19 rental debt other than the prospective month's rent, unless the tenant has agreed, in writing, to allow the payment to be so applied.

SEC. 21. Section 1179.05 of the Code of Civil Procedure is amended to read:

1179.05. (a) Any ordinance, resolution, regulation, or administrative action adopted by a city, county, or city and county in response to the COVID-19 pandemic to protect tenants from eviction is subject to all of the following:

(1) Any extension, expansion, renewal, reenactment, or new adoption of a measure, however delineated, that occurs between August 19, 2020, and June 30, 2021, shall have no effect before July 1, 2021.

(2) Any provision which allows a tenant a specified period of time in which to repay COVID-19 rental debt shall be subject to all of the following:

(A) If the provision in effect on August 19, 2020, required the repayment period to commence on a specific date on or before August 1, 2021, any extension of that date made after August 19, 2020, shall have no effect.

(B) If the provision in effect on August 19, 2020, required the repayment period to commence on a specific date after August 1, 2021, or conditioned commencement of the repayment period on the termination of a proclamation of state of emergency or local emergency, the repayment period is deemed to begin on August 1, 2021.

(C) The specified period of time during which a tenant is permitted to repay COVID-19 rental debt may not extend beyond the period that was in effect on August 19, 2020. In addition, a provision may not permit a tenant a period of time that extends beyond August 31, 2021, to repay COVID-19 rental debt.

(b) This section does not alter a city, county, or city and county's authority to extend, expand, renew, reenact, or newly adopt an ordinance that requires just cause for termination of a residential tenancy or amend existing ordinances that require just cause for termination of a residential tenancy, consistent with subdivision (g) of Section 1946.2, provided that a provision enacted or amended after August 19, 2020, shall not apply to rental payments that came due between March 1, 2020, and June 30, 2021.

(c) The one-year limitation provided in subdivision (2) of Section 1161 is tolled during any time period that a landlord is or was prohibited by any ordinance, resolution, regulation, or administrative action adopted by a city, county, or city and county in response to the COVID-19 pandemic to protect tenants from eviction based on nonpayment of rental payments from serving a notice that demands payment of COVID-19 rental debt pursuant to subdivision (e) of Section 798.56 of the Civil Code or paragraph (2) of Section 1161.

(d) It is the intent of the Legislature that this section be applied retroactively to August 19, 2020.

(e) The Legislature finds and declares that this section addresses a matter of statewide concern rather than a municipal affair as that term is used in Section 5 of Article XI of the California Constitution. Therefore, this section applies to all cities, including charter cities.

(f) It is the intent of the Legislature that the purpose of this section is to protect individuals negatively impacted by the COVID-19 pandemic, and that this section does not provide the Legislature's understanding of the legal validity on any specific ordinance, resolution, regulation, or administrative action adopted by a city, county, or city and county in response to the COVID-19 pandemic to protect tenants from eviction.

SEC. 22. Section 1179.07 of the Code of Civil Procedure is amended to read:

1179.07. This chapter shall remain in effect until July 1, 2025, and as of that date is repealed.

SEC. 23. Section 925.6 of the Government Code is amended to read:

925.6. (a) Except as otherwise provided in subdivisions (b) and (e), the Controller shall not draw their warrant for any claim until the Controller has audited that claim in conformity with law and the general rules and regulations adopted by the department, governing the presentation and audit of claims. If the Controller is directed by law to draw their warrant for any purpose, the direction is subject to this section.

(b) Notwithstanding subdivision (a), the Assembly Committee on Rules, the Senate Committee on Rules, and the Joint Rules Committee, in cooperation with the Controller, shall adopt rules and regulations to govern the presentation of claims of the committees to the Controller. The Controller, in cooperation with the committees, shall adopt rules and regulations governing the audit and recordkeeping of claims of the committees. All rules and regulations shall be adopted by January 31, 1990, shall be published in the Assembly and Senate Journals, and shall be made available to the public.

(c) Rules and regulations adopted pursuant to subdivision (b) shall not be subject to the review by or approval of the Office of Administrative Law.

(d) Records of claims kept by the Controller pursuant to subdivision (b) shall be open to public inspection as permitted by the California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1).

(e) (1) Notwithstanding subdivision (a), the Controller shall draw their warrant for any claim submitted by the Department of Housing and Community Development to advance the payment of funds to a vendor selected pursuant to Section 50897.3 of the Health and Safety Code, based on approved applicants associated with Chapter 17 (commencing with Section 50897) of Part 2 of Division 31 of the Health and Safety Code. Funds made available for advance payment pursuant to this subdivision shall not exceed 25 percent of the original amount allocated for the program described in Chapter 17 (commencing with Section 50897) of Part 2 of Division 31 of the Health and Safety Code at any given time.

(2) The vendor described in paragraph (1) shall be the fiscal agent on behalf of the Department of Housing and Community Development and shall be responsible for maintaining all records of claims for audit purposes.

(3) Unless otherwise expressly provided, this subdivision shall remain operative so long as funds are made available pursuant to Chapter 17 (commencing with Section 50897) of Part 2 of Division 31 of the Health and Safety Code or as otherwise provided under federal law.

SEC. 24. Chapter 17 (commencing with Section 50897) is added to Part 2 of Division 31 of the Health and Safety Code, to read:

CHAPTER 17. STATE RENTAL ASSISTANCE PROGRAM

50897. For purposes of this chapter:

(a) “City” means a city or a city and county. For purposes of this chapter, a city may be organized either under the general laws of this state or under a charter adopted pursuant to Section 3 of Article XI of the California Constitution.

(b) “County” means a county, including a county organized under a charter adopted pursuant to Section 3 of Article XI of the California Constitution, or a city and county.

(c) “Department” means the Department of Housing and Community Development.

(d) “Eligible household” has the same meaning as defined in Section 501(k)(3) of Subtitle A of Title V of Division N of the federal Consolidated Appropriations Act, 2021 (Public Law 116-260).

(e) “Federally recognized tribe” means an Indian tribe, as described in Section 501(k)(2)(C) of Subtitle A of Title V of Division N of the federal Consolidated Appropriations Act, 2021 (Public Law 116-260).

(f) “Funding target” means an allocation goal within a reservation pool to guide outreach and disbursement of funds to achieve the program’s policy goals within a geographic reservation pool.

(g) “Grantee” means a locality or a federally recognized tribe that participates in a rental assistance program pursuant to this chapter.

(h) “Locality” means a city, including a charter city, a county, including a charter county, or a city and county, including a charter city and county.

(i) “Program” means the process for awarding funds for state rental assistance pursuant to this chapter, as provided in Section 50897.2 or 50897.3, as applicable.

(j) “Program implementer” means the contracted vendor selected to administer emergency rental assistance under the program pursuant to paragraph (1) of subdivision (a) of Section 50897.3.

(k) “Prospective rent payment” means a rent payment eligible for financial assistance pursuant to Section 501(c)(2)(A) of Subtitle A of Title V of Division N of the federal Consolidated Appropriations Act, 2021 (Public Law 116-260).

(l) “Rental arrears” means rental arrears eligible for financial assistance pursuant to Section 501(c)(2)(A) of Subtitle A of Title V of Division N of the federal Consolidated Appropriations Act, 2021 (Public Law 116-260).

(m) “Reservation pool” means the amount of program funds set aside for a select geographic area.

(n) “State reservation table” means the methodology of distributing the state’s portion of funding received from Subtitle A of Title V of Division N of the federal Consolidated Appropriations Act, 2021 (Public Law 116-260) and allocated among the following components:

(1) No more than 10 percent for state administration.

(2) One hundred fifty million dollars (\$150,000,000) total set aside for smaller counties with a population less than 200,000, allocated based on proportional share of population from the 2019 federal census data.

(3) The remainder of the state allocation distributed to eligible localities with a population 200,000 or greater, based on their proportional share of population from the 2019 federal census data.

(o) “Utilities” means utilities and home energy costs eligible for financial assistance pursuant to Section 501(c)(2)(A) of Subtitle A of Title V of Division N of the federal Consolidated Appropriations Act, 2021 (Public Law 116-260).

50897.1. (a) (1) Funds available for rental assistance pursuant to this chapter shall consist of state rental assistance funds made available pursuant to Subtitle A of Title V of Division N of the federal Consolidated Appropriations Act, 2021 (Public Law 116-260) and shall be administered by the department in accordance with this chapter and applicable federal law.

(2) Each locality described in Section 50987.2 shall receive an allocation of rental assistance funds, calculated in accordance with the state reservation table.

(3) Except as otherwise provided in this chapter, funds available for rental assistance administered pursuant to Section 50897.3 shall consist of state rental assistance funds calculated pursuant to the state reservation table.

(b) Funds provided for and administered pursuant to this chapter shall be used in a manner consistent with federal law, including the prioritization of assistance specified Section 501(c)(4) of Subtitle A of Title V of Division N of the federal Consolidated Appropriations Act, 2021 (Public Law 116-260). In addition, in providing assistance pursuant to this chapter, the department and, if applicable, the program implementer shall prioritize communities disproportionately impacted by COVID-19, as determined by the department. State prioritization shall be as follows:

(1) Round one priority shall be eligible households, as specified in Section 501(c)(4) of Subtitle A of Title V of Division N of the federal Consolidated Appropriations Act, 2021 (Public Law 116-260), to expressly target assistance for eligible households with a household income that is less than 50 percent of the area median income.

(2) Round two priority shall be communities disproportionately impacted by COVID-19, as determined by the department.

(3) Round three priority shall be eligible households that are not otherwise prioritized as described in paragraphs (1) and (2), to expressly include eligible households with a household income that is less than 80 percent of the area median income.

(c) (1) Except as otherwise provided in paragraph (2), eligible uses for funds made available to a grantee under this chapter shall be as follows:

(A) Rental arrears.

(B) Prospective rent payments.

(C) Utilities, including arrears and prospective payments for utilities.

(D) Any other expenses related to housing as provided in Section 501(c)(2)(A) of Subtitle A of Title V of Division N of the federal Consolidated Appropriations Act, 2021 (Public Law 116-260).

(2) For purposes of stabilizing households and preventing evictions, rental arrears shall be given priority for purposes of providing rental assistance pursuant to this chapter.

(3) Remaining funds not used as described in paragraph (2) may be used for any eligible use described in subparagraphs (B), (C), and (D) of paragraph (1).

(d) A grantee may provide payment of rental arrears directly to a landlord on behalf of an eligible household by entering into an agreement with the landlord, subject to both of the following:

(1) Assistance for rental arrears shall be limited to compensation of 80 percent of an eligible household's unpaid rental debt accumulated from April 1, 2020, to March 31, 2021, inclusive, per eligible household.

(2) (A) Acceptance of a payment made pursuant to this subdivision shall be conditioned on the landlord's agreement to accept the payment as payment in full of the rental debt owed by any tenant within the eligible household for whom rental assistance is being provided for the specified time period. The landlord's release of claims pursuant to this subparagraph shall take effect only upon payment being made to the landlord pursuant to this subdivision.

(B) The landlord's agreement to accept payment pursuant to this subdivision as payment in full, as provided in subparagraph (A), shall include the landlord's agreement to release any and all claims for nonpayment of rental debt owed for the specified time period, including a claim for unlawful detainer pursuant to paragraph (2) and (3) of Section 1161 of the Code of Civil Procedure, against any tenant within the eligible household for whom the rental assistance is being provided.

(C) For purposes of this paragraph:

(i) "Rental debt" includes rent, fees, interest, or any other financial obligation under a lease for use and occupancy of the leased premises, but does not include liability for torts or damage to the property beyond ordinary wear and tear.

(ii) "Specified time period" means the period of time for which payment is provided, as specified in the agreement entered into with the landlord.

(e) If a landlord refuses to participate in a rental assistance program for the payment of rental arrears, as described in subdivision (d), a member of

an eligible household may apply for rental arrears assistance from the grantee. Assistance for rental arrears pursuant to this subdivision shall be limited to compensation of 25 percent of the eligible household's unpaid rental debt accumulated from April 1, 2020, to March 31, 2021, inclusive.

(f) Funds used to provide assistance for prospective rent payments for an eligible household shall not exceed 25 percent of the eligible household's monthly rent.

(g) An eligible household that receives assistance pursuant to subdivision (e) shall receive priority in providing assistance for the eligible uses specified in subparagraphs (B), (C), and (D) of paragraph (1) of subdivision (c).

(h) Assistance provided under this chapter shall be provided to eligible households or, where applicable, to landlords on behalf of eligible households that are currently housed and occupying the residential unit for which the assistance is requested at the time of the application.

(i) For purposes of the protections against housing discrimination provided under the California Fair Employment and Housing Act (Part 2.8 (commencing with Section 12900) of Division 3 of Title 2 of the Government Code), assistance provided under this chapter shall be deemed to be a "source of income, as that term is defined in subdivision (i) of Section 12927 of the Government Code.

(j) (1) Notwithstanding any other law, except as otherwise provided in subdivision (i), assistance provided to an eligible household for a payment as provided in this chapter or as provided as a direct allocation to grantees from the Secretary of the Treasury pursuant to Subtitle A of Title V of Division N of the federal Consolidated Appropriations Act, 2021 (Public Law 116-260) shall not be deemed to be income for purposes of the Personal Income Tax Law (Part 10 (commencing with Section 17001) of Division 2 of the Revenue and Taxation Code) or used to determine the eligibility of an eligible household, or any member of an eligible household, for any state program or local program financed wholly or in part by state funds.

(2) Notwithstanding any other law, for taxable years beginning on or after January 1, 2020, and before January 1, 2025, gross income shall not include a tenant's rent liability that is forgiven by a landlord as provided in this chapter or as rent forgiveness provided through funds grantees received as a direct allocation from the Secretary of the Treasury pursuant to Subtitle A of Title V of Division N of the federal Consolidated Appropriations Act, 2021 (Public Law 116-260).

(k) The department may adopt, amend, and repeal rules, guidelines, or procedures necessary to carry out the purposes of this chapter, including guidelines regarding the administration of federal rental assistance funds received under Subtitle A of Title V of Division N of the federal Consolidated Appropriations Act, 2021 (Public Law 116-260) that are consistent with the requirements of that federal law and any regulations promulgated pursuant to that federal law. The adoption, amendment, or repeal of rules, guidelines, or procedures authorized by this subdivision is hereby exempted from the rulemaking provisions of the Administrative

Procedure Act (Chapter 3.5 (commencing with Section 11340) of Part 1 of Division 3 of Title 2 of the Government Code).

(l) Any interest that the state, a locality, or, if applicable, the program implementer derives from the deposit of funds made available pursuant to this chapter or pursuant to subdivision (e) of Section 925.6 of the Government Code shall be used to provide additional assistance under this chapter.

(m) Upon notification from the Director of Finance to the Joint Legislative Budget Committee that additional federal rental assistance resources have been obtained, that assistance may be deployed in a manner consistent with this chapter. Any statutory provision established by subsequent federal law specific to the administration of those additional resources shall supersede the provisions contained in this chapter to the extent that there is a conflict between those federal statutory provisions and this chapter. Consistent with the authority provided in subdivision (l), to implement future federal rental assistance, the department shall make corresponding programmatic changes to effectuate the program in compliance with federal law.

(n) Notwithstanding any other law, a third party shall be prohibited from receiving compensation for services provided to an eligible household in applying for or receiving assistance under this chapter, except that this prohibition shall not apply to any contracted entity that renders those services upon the express authorization by the department, the program implementer, or a locality.

(o) Assistance provided under this chapter shall include a receipt that provides confirmation of payment or forgiveness, or both payment and forgiveness, as applicable, that has been made. The receipt shall be provided to both the eligible household and the landlord.

50897.2. (a) (1) A locality that has a population of 500,000 or greater shall be eligible to receive a block grant allocation from the department.

(2) A locality with a population of 499,999 or less, but greater than 200,000, may request an allocation of block grant funds pursuant to this section, in the form and manner prescribed by the department. The department shall grant a request for an allocation of block grant funds pursuant to this paragraph if the locality attest and, in the department's judgment, demonstrates that it has established a program consistent with the requirements of this chapter and has the capability to implement the resources provided in accordance with applicable state and federal law, including this chapter and Subtitle A of Title V of Division N of the federal Consolidated Appropriations Act, 2021 (Public Law 116-260).

(3) A locality that is not eligible for, or does not receive, an allocation of block grant funds pursuant to this section shall receive its proportionate share of funds in accordance with the state reservation table, as provided in Section 50897.3.

(4) Any locality that receives a block grant pursuant to this section shall attest to the department, in the form and manner prescribed by the department, that it will distribute assistance equitably and consistent with demonstrated need within the jurisdiction.

(5) To receive funds pursuant to this section, an applicant shall agree to utilize its direct allocation of assistance from the Secretary of the Treasury pursuant to Section 501 of Subtitle A of Title V of Division N of the federal Consolidated Appropriations Act, 2021 (Public Law 116-260) in a manner consistent with this chapter. Refusal to comply with this paragraph shall result in the applicant being prohibited from receiving state block grant funds and may result in the department recouping block grant funds that are spent in a manner inconsistent with this chapter.

(6) A locality that receive funds pursuant to this section shall not institute additional programmatic requirements that may inhibit participation in the rental assistance program.

(7) A locality that applies for assistance under this section may apply for an award allocation through an authorized representative, without its legislative body expressly adopting an ordinance or resolution authorizing that application, provided that it later authorizes a representative of the eligible grantee with legal authority to bind the eligible grantee to the terms and conditions of the award before executing the agreement with the department.

(8) The department shall allocate all funds made available for purposes of this section, in consultation with the Department of Finance. The initial allocation shall be completed and shared no later than February 19, 2021.

(b) Block grant funds allocated pursuant to this section shall be used for those eligible uses and compensation requirements specified in, and subject to the applicable requirements of, Section 50897.1.

(c) The deadlines for the allocation and use of block grant funds pursuant to this section shall be as follows:

(1) A locality shall request that allocation from the department no later than February 12, 2021. If a locality fails to request that allocation by that date, the moneys that would have otherwise been allocated to that locality shall instead be used to provide assistance in accordance with Section 50897.3.

(2) A grantee that receives block grant funds under this section shall contractually obligate at least 65 percent of those funds by June 1, 2021.

(3) A grantee that receives block grant funds under this section shall expend the full amount of that allocation by August 1, 2021.

(d) (1) (A) Subject to subparagraph (B), if a grantee that receives block grant funds under this section fails to contractually obligate the minimum amount of those funds by the deadline specified in paragraph (2) of subdivision (c), or to expend the full amount of that allocation by the deadline specified in paragraph (3) of subdivision (c), the grantee shall repay to the department any unused amount of block grant funds allocated to it not contractually obligated or expended.

(B) The department may waive the requirement to repay funds pursuant to subparagraph (A) if the grantee demonstrates, to the satisfaction of the department, that it will contractually obligate and expend any unused block grant funds allocated to it within the timeframes specified in federal law.

(2) The department may reallocate any funds repaid pursuant to paragraph (1) for purposes of this section. In reallocating those funds, the department shall prioritize allocating additional funding to the state rental assistance program provided in Section 50897.3 for localities that have expended at least 50 percent of their state reservation pool allocations as of June 1, 2021.

(3) Upon a finding by the department that the conditions specified in paragraph (2) are not met, the department may allocate those funds to localities that received block grant assistance pursuant to this section, provided they have expended at least 50 percent of their funds at the time of application and have a demonstrated need.

(e) A grantee participating in the program pursuant to this section shall enter into a standard regulatory agreement with the department that includes terms and conditions consistent with the requirements set forth in this section.

(f) A grantee that receives an allocation of block grant funds pursuant to this section shall be solely responsible for compliance with all applicable management, implementation, and reporting requirements established under state and federal law.

50897.3. (a) (1) (A) The department may contract with a vendor to serve as the program implementer to manage and fund services and distribute emergency rental assistance resources pursuant to this section. A vendor selected to serve as program implementer shall demonstrate sufficient capacity and experience to administer a program of this scope and scale.

(B) The program implementer shall have existing relationships with community-level partners to ensure all regional geographies and target communities throughout the state have access to the program.

(C) (i) The program implementer shall have the technological capacity to develop and to implement a central technology-driven application portal and system that serves landlords and tenants, has mobile and multilanguage capabilities, and allows an applicant track the status of their application. The application system shall have the capacity to handle the volume of expected use without disruption.

(ii) The system shall begin accepting applications no later than March 15, 2021 and be available 24 hours a day, seven days a week, with 99 percent planned uptime rating.

(iii) The system shall support, at minimum, a database of 1,000,000 application records.

(iv) The system shall support at minimum 20,000 concurrent full-access users, allowing users to create, read, update and delete transactions based upon their user role.

(D) (i) The program implementer shall demonstrate experience with developing and managing direct payment or grant programs, or direct payment and grant programs, including, but not limited to, program and application development, outreach and marketing, translation and interpretation, fraud protections and approval processes, secure disbursement, prioritizing the use of direct deposit, customer service, compliance, and reporting.

(ii) The program interface shall include, but not be limited to, the following:

(I) Capability such that either the landlord or the tenant may initiate an application for assistance and that both parties are made aware of the opportunity to participate in the rental assistance program and accept the program parameters.

(II) Appropriate notifications to ensure that both parties understand that rental assistance is awarded in rounds of funding based on eligibility and that the eligible household is reminded that payment is ultimately being provided directly to the landlord, but the payment will directly address the eligible household's rental arrears or prospective rent, as applicable.

(III) Notification to both parties, including the landlord and the eligible household, respectively, of the initiation and completion of the application process, whether the process is initiated by the landlord or the eligible household. Upon payment, the program implementer shall provide an electronic record that payment has been made and keep all records available for the duration of the program, or as otherwise provided under state or federal law.

(E) The program implementer shall be able to manage a technology-driven duplication of benefits process in compliance with federal law.

(F) The program implementer shall comply with all state protections related to the use of personally identifiable information, including providing any necessary disclosures and assuring the secure storage of any personally identifiable information generated, as part of the application process.

(G) The program implementer shall coordinate its program activities with education and outreach contractors and any affiliated service or technical assistance providers, including those that reach non-English speaking and hard-to-reach households, with considerations for racial equity and traditionally underserved populations.

(2) The department may establish a contract with an education and outreach contractor to conduct a multilingual statewide campaign to promote program participation and accessibility.

(3) In accordance with paragraphs (1) and (2), the department shall seek contracted solutions that minimize total administrative costs, such that savings may be reallocated for use as direct assistance.

(4) The department may receive rental assistance program funding from localities or federally recognized tribes to administer on their behalf in a manner consistent with this chapter.

(b) (1) (A) A county with a population less than or equal to 200,000 and any locality that is eligible for, but did not receive, a direct allocation of assistance from the Secretary of the Treasury pursuant to Section 501 of Subtitle A of Title V of Division N of the federal Consolidated Appropriations Act, 2021 (Public Law 116-260) shall receive assistance pursuant to the state reservation table, to be administered in accordance with this section.

(B) A locality that was eligible for, but did not receive, a direct allocation of assistance from the Secretary of the Treasury pursuant to Section 501 of

Subtitle A of Title V of Division N of the federal Consolidated Appropriations Act, 2021 (Public Law 116-260) and was eligible for, but did not receive, block grant assistance under Section 50897.2 shall receive its proportionate share of assistance, as determined by the state reservation table, to be administered in accordance with this section.

(2) (A) A locality that was eligible for, but did not receive, block grant funds pursuant to Section 50897.2, and has elected to administer its direct share of assistance provided under Subtitle A of Title V of Division N of the federal Consolidated Appropriations Act, 2021 (Public Law 116-260), shall have its proportionate share of block grant funds administered pursuant to this section.

(B) To minimize legal liability and potential noncompliance with federal law, specifically those violations described in Section 501(k)(3)(B) of Subtitle A of Title V of Division N of the federal Consolidated Appropriations Act, 2021 (Public Law 116-260), the department, or, if applicable, the program implementer, may request that localities described in this paragraph enter into a data sharing agreement for the purpose of preventing unlawful duplication of rental assistance to eligible households. Notwithstanding any other law, localities that enter into a data sharing agreement as required by this subparagraph may disclose personally identifying information of rental assistance applicants to the department or the program implementer for the purposes described in this subparagraph.

(C) Except as otherwise provided in subparagraph (B), a locality that is subject to assistance provided under this paragraph and received a direct allocation from the Secretary of the Treasury pursuant to Subtitle A of Title V of Division N of the federal Consolidated Appropriations Act, 2021 (Public Law 116-260) shall not be eligible for administrative and technical assistance provided by the department, including, but not limited to, support for long-term monitoring and reporting.

(D) The state, the department, or the program implementer acting on behalf of the department, shall be indemnified from liability in the administration of assistance pursuant to this paragraph, specifically any violation described in Section 501(k)(3)(B) of Subtitle A of Title V of Division N of the federal Consolidated Appropriations Act, 2021 (Public Law 116-260).

(3) To the extent permitted by federal law, a locality that elects to participate in the program as provided in this section, and that received rental assistance funding directly from the Secretary of the Treasury pursuant to Subtitle A of Title V of Division N of the federal Consolidated Appropriations Act, 2021 (Public Law 116-260), shall add those funds received directly from the Secretary of the Treasury and any share of rental assistance funding provided pursuant to Section 50897.2 to the funds allocated to it pursuant to this section. Except as otherwise provided in paragraph (1) of subdivision (d), the total amount of funds described in this subparagraph shall be used by the grantee in accordance with this section. Participation shall be conditioned upon having an executed standard agreement with the Department.

(4) To the extent permitted by federal law, a federally recognized tribe that receives rental assistance funds directly from the Secretary of the Treasury pursuant to Subtitle A of Title V of Division N of the federal Consolidated Appropriations Act, 2021 (Public Law 116-260) may add its direct federal allocation of funds to be administered pursuant to this section. Participation shall be conditioned upon having an executed standard agreement with the department.

(5) The department may establish additional funding targets within the reservation pool to support an equitable distribution that targets eligible households most impacted by COVID-19.

(c) Funds allocated pursuant to this section shall be used for those eligible uses specified in, and subject to the applicable requirements of, Section 50897.1.

(d) (1) Except as otherwise provided in paragraph (3), a grantee that receives funds pursuant to this section shall contractually obligate those funds no later than July 31, 2021. The department may, in its discretion, reallocate any funds allocated to a grantee that are not contractually obligated by that date to other grantees participating in the program that have expended at least 50 percent of their reservation pools or have an oversubscribed application list for rental assistance.

(2) In reallocating funds pursuant to this subdivision, the department or, if applicable, the program implementer acting on behalf of the department shall prioritize reallocating those unused funds to provide financial assistance for rental arrears accumulated on or after April 1, 2020, and before the expiration of the program.

(3) Funds administered on behalf of a federally recognized tribe as provided in paragraph (4) of subdivision (b) are not subject to the requirements of this subdivision.

(e) (1) In any legal action to recover rent or other financial obligations under the lease that accrued between April 1, 2020, and June 30, 2021, before entry of any judgment in the plaintiff's favor, the plaintiff shall verify both of the following under penalty of perjury:

(A) The landlord has not received rental assistance or other financial compensation from any other source corresponding to the amount claimed.

(B) The landlord does not have any pending application for rental assistance or other financial compensation from any other source corresponding to the amount claimed.

(2) In any unlawful detainer action seeking possession of residential rental property based on nonpayment of rent or any other financial obligation under the lease, the court shall not enter a judgment in favor of the landlord unless the landlord verifies all of the following under penalty of perjury:

(A) That the landlord has not received rental assistance or other financial compensation from any other source corresponding to the amount demanded in the notice underlying the complaint.

(B) That the landlord has not received rental assistance or other financial compensation from any other source for rent accruing after the date of the notice underlying the complaint.

(C) That the landlord does not have any pending application for rental assistance or other financial compensation from any other source corresponding to the amount demanded in the notice underlying the complaint.

(D) That the landlord does not have any pending application for rental assistance or other financial compensation from any other sources for rent accruing after the date of the notice underlying the complaint.

(f) Notwithstanding any other state or local law, policy, or ordinance, for purposes of ensuring the timely implementation of resources pursuant to this section, a locality that has a population greater than 200,000 may enter into an agreement with the department to have its share of funds administered pursuant to this section by the department and may redirect those funds to the department for that purpose.

50897.4. (a) Each grantee under Section 50897.2 or 50897.3, as applicable, shall provide to the department information relating to all applicable performance metrics, as determined by the department.

(b) Funds provided to a grantee under this chapter shall be subject to the same reporting and verification requirements specified in Section 501(g) of Subtitle A of Title V of Division N of the federal Consolidated Appropriations Act, 2021 (Public Law 116-260). The grantee shall, in addition, provide any other information that the department deems necessary for purposes of this chapter, including, but not limited to, weekly funding obligation, expenditure, and projection reports.

(c) To the extent feasible, each grantee shall ensure that any assistance provided to an eligible household under this chapter is not duplicative of any other state-funded rental assistance provided to that eligible household.

(d) (1) The department shall submit to the Joint Legislative Budget Committee, on a monthly basis for the duration of the program, a report that provides programmatic performance metrics for funds administered pursuant to this chapter. The report shall include, at minimum, the following information:

(A) Obligation of funds for assistance provided under this chapter.

(B) Expenditure of funds for assistance provided under this chapter.

(C) Expenditure by eligible uses for assistance provided pursuant to this chapter.

(D) Reallocation of funds, if any, for assistance provided pursuant to this chapter.

(E) Geographic distribution of funds provided pursuant to Section 50897.3.

(F) For the first monthly report submitted pursuant to this section only, an overview of which jurisdictions have elected to participate in the state rental assistance programs as provided in Sections 50897.2 and 50897.3, respectively.

(2) A report required to be submitted pursuant to this subdivision shall be submitted in compliance with Section 9795 of the Government Code.

50897.5. (a) (1) Item 2240-102-0890 of the Budget Act of 2020, appropriated to the Department of Housing and Community Development,

is hereby augmented by appropriating the sum of one billion five hundred million dollars (\$1,500,000,000) from the Federal Trust Fund for the purposes of implementing the state rental assistance program provided under this chapter.

(2) The amount appropriated in paragraph (1) may be adjusted in accordance with additional funding the state receives for the rental assistance program in accordance with paragraphs (3) and (4) of subdivision (b) of Section 50897.3.

(b) The department may expend up to 10 percent of the funds appropriated pursuant to this section for the costs of administering the state rental assistance program in accordance with this chapter.

50897.6. It is the intent of the Legislature that the state closely monitor the usage of funding pursuant to this chapter to ensure that the program is stabilizing households and preventing evictions.

SEC. 25. The provisions of this act are severable. If any provision of this act or its application is held invalid, that invalidity shall not affect other provisions or applications that can be given effect without the invalid provision or application.

SEC. 26. The Legislature finds and declares that Sections 11 and 13 of this act, which amend Sections 1161.2 and 1161.2.5, respectively, of the Code of Civil Procedure, impose a limitation on the public's right of access to the meetings of public bodies or the writings of public officials and agencies within the meaning of Section 3 of Article I of the California Constitution. Pursuant to that constitutional provision, the Legislature makes the following findings to demonstrate the interest protected by this limitation and the need for protecting that interest:

This act balances the public's right to access records of judicial proceedings with the need to protect the privacy of tenants facing financial distress due to COVID-19.

SEC. 27. 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.

SEC. 28. This act is a bill providing for appropriations related to the Budget Bill within the meaning of subdivision (e) of Section 12 of Article IV of the California Constitution, has been identified as related to the budget in the Budget Bill, and shall take effect immediately.

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City Council Agenda Report

ITEM NO. 17

DATE: February 17, 2021

FROM: Sean Joyce, Interim City Manager

PREPARED BY: Michael Casalou, Human Resources Manager

SUBJECT: **Approval of Contract with The Karla Rhay Group, LLC for Diversity, Equity and Inclusion Training for City Employees**

Recommendation

It is recommended that the City Council authorize the City Manager to execute the attached contract with The Karla Rhay Group, LLC to provide Diversity, Equity and Inclusion Training for all city employees.

Discussion/Analysis

Given the recent focus on Diversity, Equity and Inclusion (DEI) arising from the social and racial unrest resulting in incidents across our country, staff is seeking training solutions aimed at ensuring that employee interaction with the community edify the values expressed in City Council Resolutions No. 7491 and 7673. The respective resolutions articulate a commitment to *protecting the civil rights and liberties of all residents, fostering a positive dialogue and speaking against human injustices*. Staff is seeking the help of an experienced resource to design and facilitate DEI training to bring greater awareness how perceived and or actual racism, privilege, and oppression can present itself to gain deeper insight into employee perspectives. Insights and perspectives gained will help the City staff to identify potentially unseen areas and initiatives in order to work toward change.

All City employees receive Diversity training through the City's risk pool, Public Risk Innovation, Solutions, and Management (PRISM). PRISM has partnered with TargetSolutions, to deliver a web-based training and risk management platform to all members. Though this training is good and necessary, it lacks the depth of training we are seeking to educate and challenge existing perceptions of our front-line employees by presenting thought-provoking case studies unique to law enforcement and other employees that regularly interact with those we serve. Accordingly, staff solicited training proposals from Dr. Steve Albrecht, a frequently used trainer by many southern California cities, and from Liebert Cassidy Whitmore, one of the labor and employment law firms used by the City. However, for all of their strengths, staff believes the training content within their respective curriculum is too were broad in nature and lacks the proper the depth and context offered by the more specialized and personalized training the City is seeking.

Upon reaching out to various organizations and training providers, The Karla Rhay Group (TKRG) was recommended as a provider that would best meet the City's expectations for this training. TKRG provides personalized Diversity, Leadership and Strategic Consulting services and solutions to their clients. The KRG partners with entities to develop organizational strengths, increase efficiencies, build capacity, and implement strategic change.

After extensive discussions with staff, Dr. Karla Rhay, Ed.D, submitted her training proposal. Dr. Rhay will be the lead trainer and has been managing risks associated with the public sector for the past 30 years, the last 15-years spent as the President or Chief Executive Officer for two not-for-profit public entities (California Association of Joint Powers Authorities and California Schools JPA, respectively). Dr. Rhay is a skilled facilitator and trainer, having experience with organized labor groups, management and elected officials. Her background spans insurance, risk management, diversity, leadership and strategic consulting. She has spoken and participated on a variety of panels and workshops on topics that impact public perception. Today, she leads *The Karla Rhay Group, LLC*, a team of dedicated independent consultants bringing together customized solutions for her clients. A reference check was undertaken confirmed the anecdotal affirmation we had received at the outset of our search.

Consistent with direction previously expressed by the City Council in the Fall, the training will be provided to all City employees; however, the Police Department will be the subject of the primary focus of training. The following is a description of the three training phases being proposed:

I. Planning, Design & Development

TKRG will conduct a kick-off call to achieve consensus on the purpose, expectations, and desired outcomes for the training, including access to the City of South Pasadena's administrative policies. During this time, they will develop a custom set of open-ended, follow-up, and ending questions in the form of a survey instrument for the intended interview and focus groups. They will work with the City of South Pasadena's designee to identify interview and focus group participants, session dates and other relevant materials as needed.

II. Preliminary DEI Survey & Facilitation

Once agreed, they will send identified participants an invitation to join the focus group. For those confirming, they will send a notice / welcome email which includes the date, time, and the session's virtual link. For the initial segment, their team will consist of a skilled lead facilitator, an observer/ note-taker, who will facilitate five 45-minute focus groups with six to eight participants each. This team will also conduct five 30-minute interviews with senior leadership. Anonymity will be preserved. For each session, they will establish ground rules to foster an environment where all participants feel safe to candidly contribute where all parties are respectful of each other's viewpoints and experiences.

III. Commencement of DEI Employee Training

Prior to the actual employee training, their team will identify essential insights from the focus groups/interviews to develop customized training. The aforementioned will enable them to also incorporate any applicable aspects from South Pasadena's administrative policies into our DEI training. They anticipate conducting six to eight 90-minute training sessions based on their initial evaluation. However, once they meet with the City of South Pasadena designee, to learn of any new information, they may mutually decide to add or subtract from the number of training sessions offered.

The DEI training also includes a wellness component. The reason for this is according to the National Alliance on Mental Health, the conversation on diversity comes at a time when 40 million people, an estimated 18 percent of U.S. adults, have experienced an anxiety disorder. Another 16 million, nearly 7 percent of the population, have had at least one major depressive episode within the past year. The American Psychological Association data indicates that 71 percent of adults reported at least one symptom of stress, such as a headache or feeling overwhelmed or anxious. In our current environment of a global pandemic, racial tensions, a chaotic political climate, the aforementioned statistics are likely to worsen. Providing access to an employer mental health benefits, employee assistance programs (EAP) or stress-reducing digital apps are helpful and may be part of the City's health benefits program. However, these mental health benefits when speaking about diversity is more than access to benefits in the workplace. Instead, the focus is on addressing stigmas, equality, coping strategies and creating a culture of inclusion. This is one of the largest and least-discussed topics in the workplace which is why they include mental well-being in their DEI training.

Alternatives

Should the City Council wish to provide a less comprehensive training program, staff can re-visit those firms identified previously in this report.

Legal Review

The City Attorney has reviewed this item.

Fiscal Impact

The training will be conducted over several months and the cost is \$38,000. One of the key components in driving change is employee training and development. Staff expects this training will provide a material return on investment over the years ahead by improving customer service and reducing liability costs. No additional appropriation is necessary as sufficient funds are available in the budget for this training.

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*.

Approval of Contract with The Karla Rhay Group, LLC to provide Diversity, Equity and
Inclusion Training for City Employees
February 17, 2021
Page 4 of 4

Attachments:

- 1. Proposal from The Karla Rhay Group**
- 2. Agreement with the Karla Rhay Group**
- 3. Resolution No. 7491**
- 4. Resolution No. 7673**

ATTACHMENT 1
Proposal from the Karla Rhay Group



November 30, 2020

Michael Casalou
Human Resources Manager
City of South Pasadena
1414 Mission Street
South Pasadena, CA 91030

Dear Mr. Casalou,

It was a pleasure speaking with you regarding the City of South Pasadena's interest in Diversity, Equity and Inclusion (DEI) training. I have prepared this proposal specimen attached outlining the scope of work, fees, and terms.

I recognize how important an initiative like this is, and how important it is to find the right team that will care about your organization's success as much as you do. I am confident that The Karla Rhay Group is the right team for the job.

Should you have any questions about this proposal, I would be happy to address them. In the meantime, on behalf of The Karla Rhay Group team, I look forward to the possibility of working with the City of South Pasadena public employees.

Regards,

Karla Rhay

Karla M. Rhay, Ed.D.
Chief Strategist
The Karla Rhay Group, LLC
(951) 662-4406
drkarla@thekarlahaygroup.com

PROJECT OVERVIEW

Given the recent focus on Diversity, Equity and Inclusion (DEI) arising from the racial unrest resulting in incidents across our country, the City of South Pasadena intends to reaffirm their Resolution No. 7491, which demonstrates a recommitment to *protecting the civil rights and liberties of all residents, fostering a positive dialogue and speaking against human injustices*. As part of this commitment, the City of South Pasadena is seeking the help of an external resource to design and facilitate DEI training to bring greater awareness how perceived and or actual racism, privilege, and oppression can present itself to gain deeper insight into employee perspectives. Insights and perspectives gained will help the City to identify potentially unseen areas and initiatives in order to work toward change.

THREE PHASE PROCESS

“The City of South Pasadena is committed to providing effective and efficient municipal services for the community while preserving our quality of life and small-town character in a 21st Century environment.”

DEI training provided by The Karla Rhay Group (“TKRG”), will bring a current perspective into a sensitive topic and compliments the vision, mission, values and goals of the City, as well as Resolution No. 7491 which was adopted by the City Council in 2016.

It is our belief that the best way to ensure your diversity training is successful is to tailor it to the unique and individual departmental needs of the entity. As part of the DEI training, we will begin with assessments. The assessment process includes holding five volunteer employee focus groups followed by five interviews with key management personnel.

The insights into the participants’ experience with respect to diversity and inclusion shall be gathered from these first two activities from the focus groups and interviews. The point of this type of collaborative dialogue is to listen, identify positives and negatives, collect ideas for sustained remedies, assess remedy viability, collaboratively migrate remedy to action, usher remedy to plans and plans to recommended actions. Working in conjunction with your office, the data will be used to further refine key actions and initiatives for customized training.

We believe that DEI training has the ability to bring out perceived and or actual biases and prejudices within the organization, along with possible remedies. The goal is to elevate employee morale where needed, understand diversity while providing tools on how employees may work effectively together and within the community at large. As an example, research suggests that employees sometimes may face unconscious bias, a lack of acceptance and stress from factors impacting their mental well-being and psychological safety at work. For this reason, our training includes a wellness component for employees who may be or have been impacted by mental health experiences, or someone they know.

The training is designed and will be available to all city employees. The delivery may vary to meet the unique needs of the department being trained. It is recommended that all employees participate in our DEI training, including all races, genders, sexual orientations and particularly senior leadership.

Our singular goal and objective are for your training to be effective and a potential catalyst for sustained success. Training is the delivery mechanism, however, it's message must be reinforced from the top down. Management must commit, practice and apply the aspects from training to correct attitudes and behaviors that are contradictory. This is vital to promote and ensure positive behavior continues to be reinforced well after the DEI training concludes.

Stages of Work

I. Planning, Design & Development

We will conduct a kick-off call to achieve consensus on the purpose, expectations, and desired outcomes for the training, including access to the City of Pasadena's administrative policies. During this time, we will develop a custom set of open-ended, follow-up, and ending questions in the form of a survey instrument for the intended interview and focus groups. We will work with the City of South Pasadena's designee to identify interview and focus group participants, session dates and other relevant materials as needed.

II. Preliminary DEI Survey & Facilitation

Once agreed, we will send identified participants an invitation to join the focus group. For those confirming, we will send a notice / welcome email which includes the date, time, and the session's virtual link.

For the initial segment, our team consists of a skilled lead facilitator, an observer/ note-taker, who will facilitate five 45-minute focus groups with six to eight participants each. This team will also conduct five 30-minute interviews with senior leadership. Anonymity will be preserved. For each session, we will establish ground rules to foster an environment where all

participants feel safe to candidly contribute where all parties are respectful of each other's viewpoints and experiences.

III. Commencement of DEI Employee Training

Prior to the actual employee training, our team will identify essential insights from the focus groups/interviews to develop customized training. The aforementioned will enable us to also incorporate any applicable aspects from the City of South Pasadena's administrative policies into our DEI training.

We anticipate conducting six to eight 90-minute training sessions based on our initial evaluation. However, once we meet with the City of South Pasadena designee, to learn of any new information, we may mutually decide to add or subtract from the number of trainings offered.

Our DEI training includes a wellness component. The reason for this is according to the National Alliance on Mental Health, the conversation on diversity comes at a time when 40 million people, an estimated 18 percent of U.S. adults, have experienced an anxiety disorder. Another 16 million, nearly 7 percent of the population, have had at least one major depressive episode within the past year. The American Psychological Association data indicates that 71 percent of adults reported at least one symptom of stress, such as a headache or feeling overwhelmed or anxious.

In our current environment of a global pandemic, racial tensions, a chaotic political climate, the aforementioned statistics are likely to worsen. Providing access to an employer mental health benefits, employee assistance programs (EAP) or stress-reducing digital apps are helpful and may be part of your health benefits program.

However, these mental health benefits when speaking about diversity is more than access to benefits in the workplace. Instead the focus is on addressing stigmas, equality, coping strategies and creating a culture of inclusion. This is one of the largest and least-discussed topics in the workplace which is why we include mental well-being in our DEI training.

About The Karla Rhay Group (“TKRG”)

TKRG provides ***Diversity, Leadership and Strategic Consulting*** services and solutions to today’s tough challenges. The KRG partners with entities to develop organizational strengths, increase efficiencies, build capacity, and implement strategic change.

The lead team of individuals that will work on this project include:



Karla M Rhay, Ed.D.

Dr. Karla M. Rhay has been managing risks associated with the public sector for the past 30 years, the last 15-years spent as the Chief Executive Officer for two not-for-profit public entities. Dr. Rhay is a skilled facilitator and trainer, having experience with unions, management and elected officials. Her background spans insurance, risk management, diversity, leadership and strategic consulting. She has spoken and participated on a variety of panels and workshops on topics that impact public perception. Today she leads *The Karla Rhay Group, LLC*, a team of dedicated independent consultants bringing together customized solutions for her clients.



Frank G Scarpaci

Frank is a skilled strategic planning consultant, meeting facilitator, and speaker with over 30 years of experience in the small business, public/nonprofit, and corporate sectors. He is the founder of *Vianova*, a purpose-driven business committed to helping leaders and their organizations create greater value for themselves, their stakeholders, their communities, and the world. Frank’s sector experience includes: education, healthcare, travel and tourism, financial services, insurance, marketing, and more.



Brian D Bock, Esq.

Brian Bock, Esq. is the Founder and Managing Partner of *Proactive Legal – The Bock Law Group*. Mr. Bock He regularly represents clients in litigation, arbitration, administrative proceedings and collective bargaining and has developed a heavy concentration in governance matters. Over the last twenty-plus years, Mr. Bock has developed a recognized expertise in Workplace Investigations and other forms of fact-finding for public and private sector institutions. Mr. Bock received his Juris Doctor, cum laude, from the University of Miami, and his bachelor’s degree from Cornell University – School of Industrial and Labor Relations.



Glenn Lipson, Ph.D.

Dr. Glenn Lipson is an internationally recognized expert in Forensic Psychology. He translates psychological research into actionable, evidence-based practices that significantly reduce violence in our communities he partners. Dr. Lipson has spent three decades tackling violence from all fronts in the prevention, intervention, and prosecution of violent crimes, working with criminal and civil courts, district attorneys, law enforcement agencies, and public entities. As an expert witness, speaker, trainer and advisor, he has testified in court marshals, regulatory hearings and submitted briefs through counsel to the US Supreme Court. Dr. Lipson is founder of *MRC (Making Right Choices)*, a company that offers courses on violations that lead to misconduct as well as a myriad of micro training courses.

AGREEMENT TERMS

Compensation

Fees: \$38,000.00

- Project fees for the above scope of work shall include the following:
Planning, Design, Development and Follow-Up
(5) Focus Group Sessions
(5) Interviews
(6-8) DEI Training Sessions:
 -MH and Wellbeing is included
- Each additional session \$500.00 each.
- Other costs may apply as shown below.

Payment Schedule

- 50% non-refundable deposit due at agreement signing
- Remaining balance due upon final training, not to exceed 30 days thereafter

TKRG will issue invoices electronically. Warrants should be made payable to The Karla Rhay Group, LLC.

Project Schedule

Project Schedule. The projected timeline for this agreement is expected to begin after January 1, 2021 and conclude not later than June 30, 2021. The actual dates are to be determined by both parties once The Karla Rhay Group, LLC has been selected. However, given the current pandemic environment and the necessity to ensure the safety of all parties, the projected timeline may be altered pending acceptance and approval by both parties. All aspects of the DEI training are conducted virtually.

Work Hours/Days. Due to the changing COVID-19 restrictions, this proposal will be presented virtually, however, in-person or a hybrid of virtual and in-person sessions may occur based upon mutual consent. This agreement assumes work between both parties will be completed within normal working hours (e.g., 7:00 am - 7:00 pm). However, police, fire and/or other applicable work groups may require training outside of the aforementioned schedule. If substantial evening and/or weekend work is required to accommodate compressed project schedules, The Karla Rhay Group will notify the client if there are any incurred extra costs. The

Karla Rhay Group is closed on all major holidays.

Timing. The work outlined in this agreement will be turned around within a reasonable time frame to be mutually determined at the start of the project. On-time delivery of services by TKRG assumes timely review and response by the City of South Pasadena.

Schedule Changes. If for any reason the City of South Pasadena needs to reschedule, postpone, or delay this project after work has begun, a fee may be assessed for any rework that may be required to resume the project. Furthermore, a fee may be assessed if cancelled or changed verbally or in writing seven days of a scheduled event.

Client Responsibilities

Client Representative. It is agreed that the Client's designee has full authority to provide and obtain all necessary information and approvals throughout this project. Dr. Karla Rhay and Client represent that they have full power and authority to enter into this agreement, which is binding between TKRG and Client (including their heirs, successors, assigns, and personal representatives) and enforceable in accordance with its terms.

Client Materials and Usage. Client will provide accurate, complete and timely information and materials to TKRG for use in this project. Client guarantees that they have all the necessary rights and ownership of such materials and further agree to indemnify TKRG against any and all claims and costs due to materials included in the project at their request for which no copyright permission or privacy release was obtained, or for uses which exceed a permission or release.

Client Approvals. Client is responsible for reviewing all project-related materials. TKRG will make all efforts to ensure that knowingly no information is inaccurate or misrepresented; however, the client assumes all responsibility for the accurate communication to its employees regarding the DEI training to be conducted within the scope of this project.

Liability. TKRG will take exceptional precautions to safeguard original or other materials provided by the client, but shall not be liable for any damage to, or loss of any material provided.

Additional Expenses. TKRG will notify the Client of any additional expenses that become

necessary for successful completion of the project. In the event of travel/overnight lodging, per diem allowances at the 2020 California Federal per diem rates shall apply.

Confidentiality. Client acknowledges that through their work with TKRG, they may have access to confidential and proprietary information such as methods of conducting business, information related to current or potential projects, financial, marketing and/or strategic plans, information about personnel, etc. Client agrees that both during and after the term of this agreement, they will keep all such information confidential. TKRG will clearly identify such information when it is provided and the client (including their agents, representatives, employees) will not disclose this information to any person or entity or use it for the benefit of themselves or others, without the written consent of TKRG.

Likewise, TKRG acknowledges that any information Client deems confidential or proprietary such as data, materials, business and marketing plans, financial information, and other information disclosed or submitted, orally, in writing, or by any other media will remain confidential and therefore not to be shared with a third party or entity outside of the project. TKRG requires that any information of this nature be clearly identified as such when it is provided for use.

Implementation. TKRG will begin work once it receives both final written approval of the project. This agreement must be signed and returned before TKRG can schedule or begin the project.

For: The Karla Rhay Group, LLC

Karla Rhay (Signature)

Chief Strategist (Title)

Date: 11/30/20

For: City of South Pasadena

____ (Signature)

____ (Title)

Date: _____

ATTACHMENT 2
Agreement from the Karla Rhay Group

**PROFESSIONAL SERVICES AGREEMENT
FOR CONSULTANT SERVICES**

(City of South Pasadena / The Karla Rhay Group, LLC)

1. IDENTIFICATION

This PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is entered into by and between the City of South Pasadena, a California municipal corporation (“City”), and The Karla Rhay Group, LLC, (“Consultant”).

2. RECITALS

- 2.1. City has determined that it requires the following professional services from a consultant: To provide Diversity, Equity and Inclusion Training to City employees.
- 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 the Scope of Work attached hereto as Exhibit A and incorporated herein by this reference.
- 3.2. “Agreement Administrator”: The Agreement Administrator for this project is Michael Casalou, HR Manager. 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 attached hereto in 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 Thirty Eight Thousand Dollars (\$38,000.00).
- 3.5. “Commencement Date”: March 1, 2021
- 3.6. “Termination Date”: June 30, 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 shall notify the Agreement Administrator, in writing, when fees and expenses incurred under this Agreement have reached eighty percent (80%) 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 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. Michael Casalou 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.
- 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 Maximum 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. 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.

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 **Defense Deposit.** The City may request a deposit for defense costs from Consultant with respect to a claim. If the City requests a defense deposit, Consultant shall provide it within 15 days of the request.
- 11.6 **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.
- 11.7 **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.
- 11.8 **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: To conduct an independent investigation to gather the facts regarding a Police Officer involved shooting
 - Documentation of Best's rating acceptable to the City.
 - Original endorsements effecting coverage for all policies required by this Agreement.
 - City reserves the right to obtain a full certified copy of any Insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of the right to exercise later.
- 12.3. **Coverage Amounts.** Insurance coverage shall be at least in the following minimum amounts:

- General Liability:
 - General Aggregate: \$4,000,000
 - Products Comp/Op Aggregate \$1,000,000
 - Personal & Advertising Injury \$1,000,000
 - Each Occurrence \$1,000,000
 - Fire Damage (any one fire) \$ 100,000
 - Medical Expense (any 1 person) \$ 10,000

- 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. **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.

- 12.8. **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.
- 12.9. **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.
- 12.10. **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: Michael Casalou, 1414 Mission Street, South Pasadena, CA 91030
- 12.11. **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.
- 12.12. **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.

12.13. **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.

12.14. **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.

12.15. **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).

City

Michael Casalou
City of South Pasadena
Human Resources Division
1414 Mission Street

Consultant

The Karla Rhay Group, LLC
drkarla@thekarlarhaygroup.com
Telephone: 951-662-4406

South Pasadena, CA 91030
Telephone: (626) 403-7312
Facsimile: (626) 403-7313

Facsimile:

With courtesy copy to:

Teresa L. Highsmith, Esq.
South Pasadena City Attorney
Colantuono, Highsmith & Whatley, PC
790 E. Colorado Blvd. Ste. 850
Pasadena, CA 91101
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 five 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”
The Karla Rhay Group, LLC

By: _____
Signature

By: _____
Signature

Printed: _____

Printed: _____

Title: _____

Title: _____

Date: _____

Date: _____

Attest:

By: _____
Maria E. Ayala, City Clerk

Date: _____

Approved as to form:

By: _____
Teresa L. Highsmith, City Attorney

Date: _____

SCOPE OF WORK

Exhibit A

Stages of Work

I. Planning, Design & Development

Consultant will conduct a kick-off call to achieve consensus on the purpose, expectations, and desired outcomes for the training, including access to the City of South Pasadena's administrative policies. During this time, Consultant will develop a custom set of open-ended, follow-up, and ending questions in the form of a survey instrument for the intended interview and focus groups. Consultant will work with the City of South Pasadena's designee to identify interview and focus group participants, session dates and other relevant materials as needed.

II. Preliminary DEI Survey & Facilitation

Once agreed, Consultant will send identified participants an invitation to join the focus group. For those confirming, Consultant will send a notice / welcome email which includes the date, time, and the session's virtual link.

For the initial segment, Consultant's team consists of a skilled lead facilitator, an observer/ note-taker, who will facilitate five 45-minute focus groups with six to eight participants each. This team will also conduct five 30-minute interviews with senior leadership. Anonymity will be preserved. For each session, Consultant will establish ground rules to foster an environment where all participants feel safe to candidly contribute where all parties are respectful of each other's viewpoints and experiences.

III. Commencement of DEI Employee Training

Prior to the actual employee training, Consultant will identify essential insights from the focus groups/interviews to develop customized training. The aforementioned will enable Consultant to also incorporate any applicable aspects from the City of South Pasadena's administrative policies into our DEI training.

Consultant will conduct six to eight 90-minute training sessions based on Consultant's initial evaluation of City's needs. However, Consultant and City of South Pasadena designee meet and may learn of any new information, Consultant and City may mutually decide to add or subtract from the number of trainings offered.

DEI training includes a wellness component.

During the pandemic all aspects of the DEI training will be conducted virtually. Training shall be scheduled during normal working hours (e.g., 7:00 am. – 7:00 p.m.)

**FEES
EXHIBIT B**

Fees: \$38,000.00

- Project fees for the scope of work shall include the following:

Planning, Design, Development and Follow-Up (5) Focus Group Sessions

(5) Interviews

(6-8) DEI Training Sessions:

-MH and Wellbeing is included

- Each additional session \$500.00 each.
- Other costs may apply as shown below (Additional Expenses).

Payment Schedule

- 50% non-refundable deposit due at agreement signing
- Remaining balance due upon final training, not to exceed 30 days thereafter

TKRG will issue invoices electronically. Warrants should be made payable to The Karla Rhay Group, LLC.

Additional Expenses. TKRG will notify the Client of any additional expenses that become necessary for successful completion of the project. In the event of travel/overnight lodging, per diem allowances at the 2020 California Federal per diem rates shall apply.

ATTACHMENT 3
Resolution 7491

RESOLUTION NO. 7491**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF SOUTH PASADENA, CALIFORNIA,
AFFIRMING THE CITY OF SOUTH PASADENA'S
COMMITMENT TO DIVERSITY AND TO SAFEGUARDING
THE CIVIL RIGHTS, SAFETY AND DIGNITY OF
ALL OF OUR RESIDENTS**

WHEREAS, the City of South Pasadena believes that diversity of backgrounds, perspectives, and experiences of the American people – native and immigrant – makes our nation, communities, bonds between neighbors, and economies richer and stronger; and

WHEREAS, the City of South Pasadena is committed to protecting the civil rights and liberties of all of our residents, partnering with our community leaders to foster a positive dialogue and to speak against human injustices and abuses, and welcoming immigrants to our community; and

WHEREAS, the City of South Pasadena values all of its residents and recognizes the rights of individuals to live their lives with dignity, free of discrimination and intimidation because of their race, color, religion, national origin, sex, gender identity, immigration status, disability, housing status, economic status, or other social status; and

WHEREAS, the City Council stands firm with all our residents and will work with community to protect against acts of violence, intimidation and discrimination that are rooted in fear, ignorance, prejudice, and hate; and

WHEREAS, fostering a relationship of trust, respect, and open communication between City officials and residents is essential to the City's mission of delivering efficient public services in partnership with our community which ensures public safety, a prosperous economic environment, opportunities for our youth, and a high quality of life for all residents.

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

SECTION 1. The City of South Pasadena declares it the public policy of the City to be inclusive and to respect the inherent worth of every person, without regard to a person's race, color, religion, national origin, sex, gender identity, immigration status, disability, housing status, economic status, political affiliation, or cultural practices.

SECTION 2. The City Clerk of the City of South Pasadena shall 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.

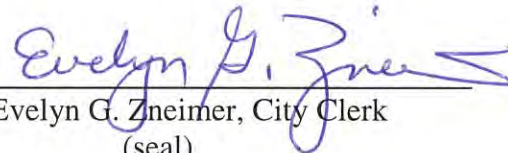
PASSED, APPROVED AND ADOPTED ON this 21st day of December, 2016.



Michael A. Cacciotti, Mayor

ATTEST:

APPROVED AS TO FORM:



Evelyn G. Zneimer, City Clerk
(seal)



Teresa L. Highsmith, City Attorney

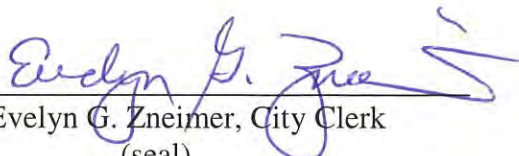
I HEREBY CERTIFY the foregoing resolution was duly adopted by the City Council of the City of South Pasadena, California, at a regular meeting held on the 21st day of December, 2016, by the following vote:

AYES: Joe, Khubesrian, Mahmud, Schneider, and Mayor Cacciotti

NOES: None

ABSENT: None

ABSTAINED: None



Evelyn G. Zneimer, City Clerk
(seal)

ATTACHMENT 4
Resolution 7673

RESOLUTION NO. 7673

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF SOUTH PASADENA, CALIFORNIA,
AFFIRMING THE CITY OF SOUTH PASADENA'S
COMMITMENT TO DIVERSITY AND TO SAFEGUARDING
THE CIVIL RIGHTS, SAFETY AND DIGNITY OF
ALL OF OUR RESIDENTS**

WHEREAS, on December 21, 2016, the City adopted Resolution 7491, asserting the City of South Pasadena belief that diversity of backgrounds, perspectives, and experiences of the American people – native and immigrant – makes our nation, communities, bonds between neighbors, and economies richer and stronger; and

WHEREAS, the City of South Pasadena supports citizens' rights under the First Amendment to peacefully protest and to express their viewpoint, without fear of reprisal; and

WHEREAS, the City of South Pasadena will not tolerate hate crimes of any kind, including, but not limited to, actions taken to repress or intimidate the expression of the viewpoints of others; and

WHEREAS, the City of South Pasadena does not tolerate hate crimes, harassment, or assault, and believes each person is naturally and legally entitled to live a life without harassment, discrimination, persecution, or assault, whether perpetrated by individuals, groups, businesses, or governments; and

WHEREAS, the City of South Pasadena will oppose any attempts to undermine the safety, security, and rights of members of our community and will work proactively to ensure the rights and privileges of everyone in the City, regardless of race, ethnicity, religion, country of birth, immigration status, disability, gender, sexual orientation, or gender identity; and

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

SECTION 1. The City of South Pasadena reaffirms the public policy of the City to be inclusive and to respect the inherent worth of every person, without regard to a person's race, color, religion, national origin, sex, gender identity, immigration status, disability, housing status, economic status, political affiliation, or cultural practices. Acts of discrimination and crimes motivated by hatred toward a person's affiliation with any protected classification, their viewpoint or its expression have no place in our community and will not be tolerated by the City.

SECTION 2. The City Clerk of the City of South Pasadena shall 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 5th day of August, 2020.

DocuSigned by:
Robert S. Joe
975EDBC2431E4C9

Robert Joe, Mayor

ATTEST:

APPROVED AS TO FORM:

DocuSigned by:
Evelyn G. Zneimer, Esq.
340B68F46F964F8...

Evelyn G. Zneimer, City Clerk
(seal)

DocuSigned by:
Teresa L. Highsmith
3657EFA936854DF...

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 5th day of August, 2020, by the following vote:

AYES: Cacciotti, Khubesrian, Schneider, Mahmud, and Mayor Joe

NOES: None

ABSENT: None

ABSTAINED: None

DocuSigned by:
Evelyn G. Zneimer, Esq.
340B68F46F964F8...

Evelyn G. Zneimer, City Clerk
(seal)



City Council Agenda Report

ITEM NO. 18

DATE: February 17, 2021

FROM: Sean Joyce, Interim City Manager

PREPARED BY: Brian Solinsky, Acting Police Chief
Michael Casalou, Human Resources Manager

SUBJECT: **Approve Reorganization of Police Department Staffing including the Adoption of a Resolution Authorizing the New Classification and Salary Range of Police Assistant II**

Recommendation

It is recommended that the City Council approve the proposed staffing changes in the Police Department and adopt a resolution approving the new classification and salary range of Police Assistant II. The Police Assistant II classification may be implemented as a rotational assignment for existing Police Assistant personnel.

Discussion/Analysis

This past year has created many staffing challenges for the Police Department including the extraordinary pandemic, staffing shortages, many community relations situations and associated expectations to work toward providing better customer service, and the public’s demand for Police Reform. Though certainly challenging, it also has also provided an opportunity to review internal operations and make improvements to the Department’s support staffing model.

In the spirit of being fiscally responsible and forward thinking to improve administrative efficiencies, staff proposes the following changes to address future organizational needs:

Current Classification	Proposed Classification
Support Services Assistant (Eliminate/Currently Vacant) \$4,677 - \$5,684/month	Police Assistant II (New Classification to be implemented as Rotational Assignment for an existing Police Assistant-salary is adjusted by 10%) \$438 - \$532/month above existing salary for

Approve Police Department Reorganization and Adoption of Resolution Authorizing a New Classification and Salary Range
 February 17, 2021
 Page 2 of 3

Current Classification	Proposed Classification
	current Police Assistant
Administrative Secretary (Eliminate/Currently Vacant) \$4,263 - \$5,182/month	Management Analyst (New Authorized Position) \$5,514 - \$6,702/month
Senior Clerk (Eliminate/Currently Vacant) \$4,677 - \$5,684/month	Police Clerk II (New Authorized Position) \$3,561 - \$4,329/month
Total	Total
\$13,617-\$16,550/month	\$9,513 - \$11,563/month

The Support Services Assistant retired in December 2020. Staff proposes to eliminate this position, thus reducing Police Department staffing by one full time person (FTE). Staff is recommending creating a new position titled Police Assistant II to assume the duties previously provided by the Support Services Assistant. If approved, the Police Assistant II classification will be implemented as a four-year rotational assignment that will be filled by a current Police Assistant, rather than adding an FTE. The Police Assistant II assignment is proposed to be set 10% above the salary range of Police Assistant. The new position and compensation level was prepared and recommended by the City’s classification and compensation consultant from Ralph Anderson & Associates.

The Administrative Secretary retired in October 2020. Staff proposes to eliminate this position and replace it with a new position titled Management Analyst (existing classification). A Management Analyst would create greater efficiency in reducing redundancy within the department. The Analyst would also prepare staff reports, manage budgets, preparing, supervising, and managing grants, overseeing contract services, serving as a project manager in the implementation of the pending CAD/RMS program, and be a liaison as we work towards obtaining accreditation from the Commission on Accreditation for Law Enforcement Agencies,

Approve Police Department Reorganization and Adoption of Resolution Authorizing a New Classification and Salary Range

February 17, 2021

Page 3 of 3

(CALEA). This position is key to the Department's plans towards Police Reform. This position will also provide administrative support to Police Management, thus allowing the Command Staff to focus on critical operational areas. If approved, this position will be filled by an open competitive recruitment.

The Department currently has a Senior Clerk position vacant since May 2020. Staff proposes eliminating the Senior Police Clerk Position and replacing it with a Police Clerk II. This position will assume the duties previously performed by the Senior Clerk. If approved, this position will be filled by an open competitive recruitment.

The South Pasadena Police Officers' Association has reviewed the proposed changes and supports the new staffing model.

Fiscal Impacts:

The current monthly salary range for the four existing positions is **\$13,617 to \$16,550**. It should be noted that these are salary costs only and do not reflect fully burdened rates. With the proposed changes in staffing and classifications, the new monthly salary is reduced to **\$9,523 to \$11,563**, which equates to a monthly decrease in salary expense of **\$4,094 to \$4,987**, or an annual decrease of **\$49,128 to \$59,844**.

The changes could also include a cost savings of hiring PEPRA, since the previous employees were "Classic" employees, therefore reducing PERS liability for the City.

Alternatives

The proposed staffing changes are necessary to adequately staff the department given existing and future workloads. Should the City Council choose not to approve these changes, the department will need to swiftly work with Human Resources on providing adequate staffing.

Legal Review

The City Attorney has reviewed this item.

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. Resolution approving new classification and salary
2. Police Assistant II Classification Specification

ATTACHMENT 1
Resolution Approving New classification and Salary

RESOLUTION NO. XXXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA ESTABLISHING THE POSITION OF POLICE ASSISTANT II, ADOPTING A JOB DESCRIPTION AND SALARY RANGE FOR POLICE ASSISTANT II

THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA DOES HEREBY RESOLVE:

WHEREAS, on February 17, 2021, the City Council approved the proposed administrative reorganization of certain non-sworn positions and duties within the Police Department, eliminating 1) the Support Services Assistant position in favor of a new Police Assistant II classification, to be implemented as a rotational assignment for the existing Police Assistant classification; 2) eliminating the Administrative Secretary position in favor of a new Management Analyst; and 3) eliminating the Senior Clerk position in favor of a Police Clerk II position within the Police Department; and

WHEREAS, the creation of a new Police Assistant II classification is intended to be implemented by the Police Department as a rotational assignment for an existing Police Assistant position at this time, which with the elimination of the other classifications, is projected to save \$4,000 to \$5,000 per month from the Police Department budget; and

WHEREAS, meet and confer with the impacted Police Officers Association (POA) has been completed and the POA concurs in the implementation of a new Police Assistant II classification duties through a rotational assignment to existing Police Assistant position, with an approximate 10% salary increase during the rotation; and

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

SECTION 1. That the classification of Police Assistant II is hereby established.

SECTION 2. That the job description of Police Assistant II, attached hereto as shown in Exhibit A, is hereby adopted. The duties of Police Assistant II may be assigned as a rotational assignment to existing personnel within the Police Department, subject to the discretion of the Police Chief.

SECTION 3. The Police Assistant II classification is a non-sworn classification which is represented by the Police Officers Association.

SECTION 4. The base salary schedule for the position of Police Assistant II is established as set forth in the attached Exhibit B. The salary adjustment for the alternate implementation of the Police Assistant II duties through a rotational assignment made by the Police Chief is also set forth in Exhibit B.

SECTION 5. The following classifications within the Police Department are eliminated:

- Support Services Assistant
- Administrative Secretary
- Senior Clerk

SECTION 6. This Resolution shall take effect immediately upon its adoption.

PASSED, APPROVED AND ADOPTED ON this 17th day of February, 2021.

Mayor Diana Mahmud

ATTEST:

APPROVED AS TO FORM:

Maria E. Ayala, Chief City Clerk
(seal)

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 17th day of February 2021, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

Maria E. Ayala, Chief City Clerk
(seal)

I, the undersigned, hereby certify that the foregoing Resolution was duly adopted at a regular meeting of the City of South Pasadena City Council on the 17th day of February, 2021 by the South Pasadena City Council following a roll call vote:

Ayes

Noes

Absent

Maria Ayala, City Clerk

ATTACHMENT 2
Police Assistant II Classification Specification

POLICE ASSISTANT II

Purpose

The Police Assistant II is a classification which may be filled as a specialty assignment for existing classifications assigned to a civilian function including, but not limited to, personnel recruiting and processing, property/evidence management, and coordinating training and P.O.S.T. requirements. Positions in this class may work a shift schedule involving 3-12, 4-10, or 5-8 work weeks. Additional non-sworn duties include police dispatch communications such as receiving emergency and routine calls, dispatching law enforcement personnel, processing arrestees (including booking and transport to Alhambra Police Department or Sheriff's Central Jail), and the performance of other duties as required which are deemed beneficial to the Department.

Distinguishing Characteristics

This is the second level in the Police Assistant class series and recognizes positions that are assigned to civilian functions such as personnel recruiting and processing, property/evidence room management, and coordinating training and P.O.S.T. certificate requirements.

Examples of Duties

Duties include, but are not limited to:

Processing police department employment applicants, including preparing and distributing job announcements; advertising in various media for available positions; administering and arranging written, physical fitness, oral interview, background, psychological, and medical testing; conducting POST-style background investigations on applicants; assisting with documentation for potential and new applicants; and issuing department equipment to new employees.

Administer the department's property/evidence room, including intake, processing, storage, testing, release, auction, and disposal of property; maintaining all required documentation; and coordinating with department staff, courts, outside agencies, and private citizens.

Monitor and arrange training for department personnel, including researching appropriate P.O.S.T. and legislatively mandated regulations; accomplishing DOJ-required initial and biennial JDIC/CLETS re-certification; coordinating training activities with contractors, vendors, and department personnel; and processing payments and reimbursements.

Receiving emergency and routine calls for law enforcement service and dispatching appropriate personnel;

Maintaining radio contact and status of in-field units;

Coordinating with City departments, emergency services, and other government agencies;

Monitoring of other radio frequencies; entering, updating, and retrieving information from national, state and local computer systems;

Maintaining a daily dispatch log; training of other communications personnel;

Receiving reports and complaints from the public by phone and in person;

Providing for the processing, security, health, and welfare of persons in custody; transporting of persons in custody to court and from other law enforcement agencies;

Gathering information and completing reports of selected police incidents;

Providing parking enforcement by issuing citations and towing vehicles for California Vehicle Code and City ordinance violations; assisting with traffic and crowd control;

Processing of evidence and financial transactions;

Accurately preparing related forms and reports for all assigned tasks;

Performing clerical work as required.

Police Assistants may be required to work additional or overtime shifts consistent with Department policies.

The duties of the Police Assistant II may be implemented as a rotational assignment to an existing classification, such as Police Assistant.

EMPLOYMENT STANDARDS

Knowledge of:

Modern police dispatch and communications practices, procedures, and equipment; processing, security, health, and welfare of persons in custody; English usage, grammar, spelling, and punctuation; typewriter/computer keyboarding; general office procedures and equipment.

Ability to:

Learn and perform the duties of a civilian specialty area of assignment; understand and communicate tactfully with the public, persons in custody, and fellow employees; function appropriately in emergency and routine situations with the public, persons in custody, and fellow employees; accurately interpret codes and ordinances and apply investigative techniques to assess compliance; follow through on assignments; make logical interpretations, and come to conclusions from studying facts; operate specified Police Department equipment necessary for completion of daily tasks, such as, but not limited to, police dispatch and records equipment, police computer equipment, police vehicle and portable radios, and police patrol vehicles.

Education and Experience:

A high school diploma or equivalent. One year of prior dispatch experience (preferably in the public sector).

Physical Demands

Candidates must be able to sit or stand for extended periods of time, climb at least five flights of stairs unassisted, coordinate eyes, hands, and fingers in typing; exert light to moderate physical effort, and exert sufficient force to lift, carry, push, pull, or otherwise move objects; and safely and legally control persons in custody.

Special Requirements

A valid California driver's license; completion of a P.O.S.T. Public Safety Dispatcher Basic Course.

Working Conditions

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. (Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.)

While performing the duties of this job, the employee occasionally works in outside weather conditions. The employee is occasionally exposed to wet and/or humid conditions, or airborne particles.

The noise level in the work environment is usually quiet in the office, and moderate in the field.

The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position.

FLSA Status

Non-exempt.



City Council Agenda Report

ITEM NO. 19

DATE: February 17, 2021

FROM: Sean Joyce, Interim City Manager

PREPARED BY: Paul Riddle, Fire Chief

SUBJECT: **Public Hearing to Receive Objections or Protests to the Vegetation Management Program Regarding the Abatement of Weeds, Brush, Rubbish and Refuse Upon or in Front of Specified Property in the City and Authorizing by Minute Order the Abatement of Hazardous Vegetation**

Recommendation

It is recommended that the City Council:

1. Hold a Public Hearing and receiving public testimony and hearing any objections or protests to the procedures for abating brush and native vegetation fire hazards identified in the attached Resolution No. 7701; and
2. Adopt by motion an order directing the abatement of hazardous vegetation.

Commission Review and Recommendation

This matter was not reviewed by any commission.

Community Outreach

On or before February 1, 2021, the County of Los Angeles Agricultural Commissioner's Office sent out annual weed abatement notices to property owners of the properties identified in Resolution No. 7701 advising them of the Public Hearing.

Discussion/Analysis

The County of Los Angeles Agricultural Commissioner/Weights and Measures provides annual brush clearance and vegetation management services within the City of South Pasadena (City). The vegetation management program inspects unimproved and designated properties within the City. Property owners of the properties identified in the resolution are sent annual weed abatement notices advising them of the requirement to maintain their parcels in fire safe conditions. If the property owners fail to abate brush and native vegetation fire hazards, the County of Los Angeles facilitates the hazard abatement and assesses fees to recover costs.

The 2021 Los Angeles County Declaration list identified 91 properties in the City that require an inspection and/or clearance of hazardous vegetation.

Next Steps

1. Adopt by motion an order directing the abatement of hazardous vegetation.
2. Once approved by the City Council, the City Clerk will send a copy of the Abatement Order to the County of Los Angeles.
3. The County of Los Angeles will send notices to property owners of the unimproved properties identified in the report advising them that the seasonal growth of brush and weeds constitutes a fire hazard and needs to be abated. If property owners elect not to abate the hazardous vegetation, the County of Los Angeles will facilitate the abatement and add the charges to the owner's annual property tax assessment. These charges will be brought back to the City Council and confirmed at a Public Hearing in July 2021.

Background

The vegetation management program offered through the County of Los Angeles is an efficient and effective method to mitigate the fire hazards associated with the annual overgrowth of grass, brush, and native vegetation. Fire Department staff works closely with the Agricultural Commissioner's Office to respond to questions from homeowners relating to brush clearance and hazard abatement procedures. Deputy Director/Bureau Chief Raymond B. Smith of the Agricultural Commissioner's office sent notice to the owners of each of the affected properties on or before February 1, 2021, advising them of the need to maintain parcels free from hazardous vegetation. The annual weed abatement notice also advised property owners that the City will be holding a Public Hearing on February 17, 2021 to hear any objections.

Legal Review

The City Attorney has reviewed this item.

Fiscal Impact

There is no fiscal impact to the City. Property owners who fail to abate vegetation fire hazards are assessed fees through the County of Los Angeles for inspection and abatement costs.

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. Resolution No. 7701
2. Abatement Order, Los Angeles County
3. 2021 Los Angeles County Declaration List "Exhibit A"

ATTACHMENT 1
Resolution

RESOLUTION NO. 7701

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF SOUTH PASADENA, CALIFORNIA,
DECLARING THAT WEEDS, BRUSH, RUBBISH
AND REFUSE UPON OR IN FRONT OF SPECIFIED
PROPERTY IN THE CITY ARE A SEASONAL AND
RECURRENT PUBLIC NUISANCE AND DECLARING
ITS INTENTION TO PROVIDE FOR THE
ABATEMENT THEREOF**

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

BE IT RESOLVED THAT, pursuant to the provisions of Title 4, Division 3, Part 2, Chapter 13, Article 2, of the California Government Code, Sections 39560 to 39588, inclusive, and evidence received by it, the City Council of the City of South Pasadena (City) specifically finds:

SECTION 1. That the weeds, brush or rubbish growing or existing upon the streets, sidewalks, or private property in the City attain such large growth as to become, when dry, a fire menace to adjacent improved property, or which are otherwise noxious, dangerous, or a public nuisance.

SECTION 2. That the presence of dry grass, stubble, refuse, or other flammable materials are conditions that endanger the public safety by creating a fire hazard.

SECTION 3. That by reason of the foregoing fact, the weeds, brush, rubbish, dry grass, stubble, refuse, or other flammable material growing or existing upon the private property hereinafter described, and upon the streets and sidewalks in front of said property, constitute a seasonal and recurrent public nuisance and should be abated as such.

SECTION 4. That the private property, together with streets and sidewalks in front of same herein referred to, is more particularly described as follows, to wit: That certain property described in the attached list hereto as "Exhibit A," and by this reference made a part hereof as though set forth in full at this point.

SECTION 5. The City Clerk of the City of South Pasadena shall 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.

BE IT THEREFORE RESOLVED, pursuant to the findings of fact, by this Council heretofore made, that the weeds, brush, rubbish, dry grass, stubble, refuse or other flammable

material in and upon and in front of the real property hereinbefore described constitute and are hereby declared to be a seasonal and recurrent public nuisance that should be abated. The Agricultural Commissioner/Director of Weights and Measures, County of Los Angeles, is hereby designated the person to give notice to destroy said weeds, brush, rubbish, dry grass, stubble, refuse, or other flammable material and shall cause notices to be given to each property owner by United States Mail and said notice shall be substantially in the following form to-wit:

**NOTICE TO DESTROY WEEDS,
REMOVE BRUSH, RUBBISH AND REFUSE**

Notice is hereby given that on February 3, 2021, the City Council of the City of South Pasadena passed or will pass a resolution declaring noxious or dangerous vegetation including weeds, brush, tumbleweeds, sagebrush, and chaparral or rubbish refuse were growing or occurring upon or in front of said property on certain streets in said city or unincorporated area of the County of Los Angeles, and more particularly described in the resolution, and that they constitute a fire hazard or public nuisance which must be abated by the removal of said noxious or dangerous vegetation, rubbish and refuse, otherwise they may be removed and the nuisance abated by County authorities and the cost of removal assessed upon the land from or in front of which the noxious or dangerous vegetation, rubbish and refuse are removed, and such cost will constitute a special assessment against such lots or lands. Reference is hereby made to said resolution for further particulars. In addition, the Board of Supervisors authorized and directed the Agricultural Commissioner to recover its costs of details. All property owners having any objections to the proposed removal of noxious or dangerous vegetation, rubbish and refuse and the recovery of inspection costs, are hereby notified that they may attend a Public Hearing of the City Council of said city to be held at 1424 Mission Street, South Pasadena, CA 91030, in the Council Chamber on February 17, 2021, at 7:30 p.m., where their objections will be heard and given due consideration. If the property owner does not want to present objections to the proposed removal of the noxious or dangerous vegetation including weeds, brush, tumbleweeds, sagebrush, and chaparral or rubbish and refuse, or the recovery of inspection costs, the owner need not appear at the above-mentioned hearings.

DocuSigned by:



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Maria E. Ayala, Chief City Clerk

BE IT THEREFORE RESOLVED THAT the Agricultural Commissioner is hereby authorized and directed to recover its costs of inspection of the properties hereinabove described in a manner consistent with prior action of the Board adopting a fee schedule for such inspections. The recovery of these costs is vital to the ongoing operation governing the identification and abatement of those properties that constitute a seasonal and recurrent public nuisance and endanger the public safety.

BE IT FURTHER RESOLVED THAT the 17th day of February, 2021, at the hour of 7:30 p.m. of said day, is the day and hour, and the meeting room of the City Council of the City of South Pasadena is fixed by this City Council as the place when and where any and all property owners having any objections to the aforesaid proposed removal of weeds, brush, rubbish, dry grass, stubble, refuse or other flammable material may appear before the City Council and show cause why said weeds, brush, rubbish, dry grass, stubble, refuse or other flammable material should not be removed in accordance with this resolution, and said objections will then and there be heard and given due consideration.

BE IT RESOLVED THAT the notices to destroy weeds, brush, rubbish, dry grass, stubble, refuse or other flammable material hereinbefore referred to shall be mailed by said Agricultural Commissioner/Director of Weights and Measures at least ten days prior to February 17, 2021.

PASSED, APPROVED AND ADOPTED ON this 3rd day of February, 2021.

DocuSigned by:
Diana Mahmud, Mayor
38815312B7DE402...

Diana Mahmud, Mayor

ATTEST:

DocuSigned by:
Maria E. Ayala
F69D694F8A024D0...

Maria E. Ayala, Chief City Clerk
(seal)

APPROVED AS TO FORM:

DocuSigned by:
Teresa L. Highsmith
3657EFA936854DF...

Teresa L. Highsmith, City Attorney

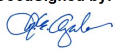
I HEREBY CERTIFY the foregoing resolution was duly adopted by the City Council of the City of South Pasadena, California, at a regular meeting held on the 3rd day of February, 2021, by the following vote:

AYES: Donovan, Primuth, Zneimer, Cacciotti, and Mayor Mahmud

NOES: None

ABSENT: None

ABSTAINED: None

DocuSigned by:

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Maria E. Ayala, Chief City Clerk
(seal)

ATTACHMENT 2
Abatement Order, Los Angeles County

ABATEMENT ORDER _____

FEBRUARY 17, 2021

FOLLOWING THE PUBLIC HEARING HELD FEBRUARY 17, 2020, IN THE MATTER OF RESOLUTION TO ABATE NOXIOUS WEEDS, RUBBISH, AND REFUSE, THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA, BY MOTION ADOPTED AN ORDER DIRECTING THE AGRICULTURAL COMMISSIONER/DIRECTOR OF WEIGHTS AND MEASURES TO ABATE THE NUISANCE BY HAVING THE WEEDS, RUBBISH, AND REFUSE REMOVED.

**CITY COUNCIL OF THE
CITY OF SOUTH PASADENA**

BY: _____
Diana Mahmud, Mayor

ATTEST:

BY: _____
Maria E. Ayala, Chief City Clerk

Date: _____

ATTACHMENT 3
2021 Los Angeles County Declaration List “Exhibit A”

EXHIBIT A

2021
LOS ANGELES COUNTY
DECLARATION LIST
CITY OF SOUTH PASADENA
KEY OF F, CITY CODE 654 (UNIMPROVED)

DATE: 01/07/21

PARCEL	LOCATION	OWNER	MAILING ADDRESS	CITY/STATE	ZIP
5308 002 064	CAMINO DEL SOL	L S AND E ASSOCIATES	P O BOX 556537	LOS ANGELES CA	90055
5308 002 070	HANSCOM DR	LEVY,SAMUEL S	P O BOX 556537	LOS ANGELES CA	90255
5308 002 072	CAMINO DEL SOL	S AND E ASSOCIATES	P O BOX 556537	LOS ANGELES CA	90055
5308 020 027	HANSCOM DR	WINTER,ERIC	P O BOX 3702	SOUTH PASADENA CA	91031
5308 021 001	HANSCOM DR	WINTER,ERIC	P O BOX 3702	SOUTH PASADENA CA	91031
5308 022 002	HANSCOM DR	BROSMAN,NICOLE A	623 PROSPECT AVE UNIT 5	SOUTH PASADENA CA	90042
5308 022 003	HANSCOM DR	OHRINGER, JACK F AND	8545 WISNER AVE	NORTH HILLS CA	91343
5308 022 004	HANSCOM DR	OHRINGER, JACK F AND	8545 WISNER AVE	NORTH HILLS CA	91343
5308 022 005	HANSCOM DR	BOGDAN, SANDOR & NITZA	5825 KESTER AVE	SHERMAN OAKS CA	91411
5308 022 009	HANSCOM DR	DUARTE,LAURA I	2059 BARNETT WAY	LOS ANGELES CA	90032
5308 023 007	PETERSON AVE	JAMJOOM,TALAL M	239 PALMER HILL RD	OLD GREENWICH CT	06870
5308 023 008	PETERSON AVE	NANSEN, MARK TR	2145 HANDSCOM DR	SOTH PASADENA CA	91030
5308 023 015	HANSCOM DR	YELDING SOLAN, JOHN P TR	461 E BLITHEDALE AVE	MILL VALLEY CA	94941
5308 024 017	HANSCOM DR	MASSAROTTI, ROBER L AND	1865 HANSCOM DR	SOUTH PASADENA CA	91030
5308 024 034	1903 HANSCOM DR	LIU,QUAN	121 N SAN GABRIEL BLVD	SAN GABRIEL CA	91775
5308 025 027	PETERSON AVE	CHU, KEVIN W AND JENNY	1825 HANSCOM R	SOUTH PASADENA CA	91030
5308 027 007	HARRIMAN AVE	HILL DR PROPERTIES LLC	3743 MENTONE AVE UNIT 6	LOS ANGELES CA	90034
5308 027 008	HARRIMAN AVE	HILL DR PROPERTIES LLC	3743 MENTONE AVE UNIT 6	LOS ANGELES CA	90034
5308 027 016	HARRIMAN AVE	HILL DR PROPERTIES LLC	3743 MENTONE AVE UNIT 6	LOS ANGELES CA	90034
5308 027 017	HARRIMAN AVE	HILL DR PROPERTIES LLC	3743 MENTONE AVE UNIT 6	LOS ANGELES CA	90034
5308 027 018	HARRIMAN AVE	HILL DR PROPERTIES LLC	3743 MENTONE AVE UNIT 6	LOS ANGELES CA	90034
5308 027 019	HARRIMAN AVE	HILL DR PROPERTIES LLC	3743 MENTONE AVE UNIT 6	LOS ANGELES CA	90034

2021
 LOS ANGELES COUNTY
 DECLARATION LIST
 CITY OF SOUTH PASADENA
 KEY OF F, CITY CODE 654 (UNIMPROVED)

DATE: 01/07/21

PARCEL	LOCATION	OWNER	MAILING ADDRESS	CITY/STATE	ZIP
5308 027 020	HARRIMAN AVE	HILL DR PROPERTIES LLC	3743 MENTONE AVE UNIT 6	LOS ANGELES CA	90034
5308 031 001	PETERSON AVE	TARMASAL INC	950 HUNTINGTON DR	SAN MARINO CA	91108
5308 031 039	PETERSON AVE	JAMJOOM,TALAL M	239 PALMER HILL RD	OLD GREENWICH CT	6870
5308 031 040	PETERSON AVE	JAMJOOM,TALAL M	239 PALMER HILL RD	OLD GREENWICH CT	6870
5308 031 041	PETERSON AVE	JAMJOOM,TALAL M	239 PALMER HILL RD	OLD GREENWICH CT	6870
5308 031 042	PETERSON AVE	JAMJOOM,TALAL M	239 PALMER HILL RD	OLD GREENWICH CT	6870
5308 031 052	PETERSON AVE	LIU,HUIJIE	27 CHADWICK RD	GREAT NECK NY	11023
5308 031 053	PETERSON AVE	LIU,HUIJIE	27 CHADWICK RD	GREAT NECK NY	11023
5308 031 054	PETERSON AVE	LIU,HUIJIE	27 CHADWICK RD	GREAT NECK NY	11023
5308 031 055	PETERSON AVE	LIU,HUIJIE	27 CHADWICK RD	GREAT NECK NY	11023
5308 032 006	PETERSON AVE	LEUNG, ERIC W AND NANCY X	4641 S HUNTINGTON DR	LOS ANGELES CA	90032
5308 032 009	PETERSON AVE	D ANGELO, JOSEPH L	321 N CITRUS AVE	COVINA CA	91723
5308 032 012	HANSCOM DR	YANG, ABRAHAM CST DN	12012 LOWER AZUSA RD	EL MONTE CA	91732
5308 032 044	PETERSON AVE	KWONG, EUNIA YOON	1900 PETERSON AVE	SOUTH PASADENA CA	91030
5308 032 045	PETERSON AVE	KWONG, EUNIA YOON	1900 PETERSON AVE	SOUTH PASADENA CA	91030
5308 034 004	HULBERT AVE	NGUYEN,TIM HOANG CO TR	2915 SOMERSET PL	SAN MARINO CA	91108
5310 021 009	BONITA AVE	TARMASAL INC	950 HUNTINGTON DR	SAN MARINO CA	91108
5310 022 013	BONITA AVE	KAROGLU,VARUJAN	3398 HEATHER FIELD DR	HACIENDA HEIGHTS CA	91745
5310 026 010	ONEONTA DR	ZHUANA, YAN	298 W HIGHLAND AVE	SIERRA MADERE CA	91024
5310 026 011	ONEONTA DR	ZHUANA, JINRU	298 W HIGHLAND AVE	SIERRA MADERE CA	91024
5311 001 018	5 PASADENA AVE	99 PASADENA AVE LLC	538 MISSION ST	SOUTH PASADENA CA	91030
5311 007 019	KOLLE AVE	FRANCO,LUCIO AND OLIVIA	810 ROLLIN ST	SOUTH PASADENA CA	91030

2021
 LOS ANGELES COUNTY
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CITY OF SOUTH PASADENA
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DATE: 01/07/21

PARCEL	LOCATION	OWNER	MAILING ADDRESS	CITY/STATE	ZIP
5311 008 033	ST ALBANS AVE	KIM,JOSEPH W	420 S SAN PEDRO ST APT 208	LOS ANGELES CA	90013
5311 008 039	ST ALBANS AVE	COTTER, MAURA P ET AL TRS	1062 KENDALL DR	SAN GABRIEL CA	91775
5311 009 055	CAMINO DEL CIELO	WILLIAMSON,KATHLEEN D TR	PO BOX 686	SOUTH PASADENA CA	91031
5311 009 056	CAMINO DEL CIELO	WILMS,NANCY M AND ROBERT S	1457 OAKCREST AVE	SOUTH PASADENA CA	91030
5311 009 057	CAMINO DEL CIELO	DICTOR,HARRY AND	2054 BEVERLY DR	PASADENA CA	91104
5311 009 058	CAMINO DEL CIELO	KWOK,GEORGE AND	300 CAMINO DEL CIELO	SOUTH PASADENA CA	91030
5311 010 010	MONTEREY RD	MPPA LP	237 MONTEREY RD	SOUTH PASADENA CA	91030
5311 010 012	MONTEREY RD	MPPA LP	237 MONTEREY RD	SOUTH PASADENA CA	91030
5311 010 015	MONTEREY RD	MPPA LP	237 MONTEREY RD	SOUTH PASADENA CA	91030
5311 010 027	MONTEREY RD	CASEBEER,PAUL	259 MONTEREY RD	SOUTH PASADENA CA	91030
5311 010 028	MONTEREY RD	MPPA LP	237 MONTEREY RD	SOUTH PASADENA CA	91030
5311 010 029	MONTEREY RD	MPPA LP	237 MONTEREY RD	SOUTH PASADENA CA	91030
5311 010 030	MONTEREY RD	MPPA LP	237 MONTEREY RD	SOUTH PASADENA CA	91030
5311 014 042	INDIANA AVE	LI,DAVID S	1441 LAKE SHORE AVE	LOS ANGELES CA	90026
5311 014 043	INDIANA AVE	NEGRETE,TONY CO TR	1507 INDIANA AVE	SOUTH PASADENA CA	91030
5311 014 048	INDIANA AVE	HERSHBERGER,GILBERT L CO TR	260 W RUMBLE RD APT A	MODESTO CA	95350
5311 015 005	SAINT ALBANS AVE	HOFF,DAVID C	20534 SAN GABRIEL VALLEY DR	WALNUT CA	91789
5311 015 006	ST ALBANS AVE	HOFF,DAVID C	20534 SAN GABRIEL VALLEY DR	WALNUT CA	91789
5311 015 022	ST ALBANS AVE	WEIE 2008 LLC	2396 SCENIC RIDGE DR	CHINO HILLS CA	91709
5311 015 023	ST ALBANS AVE	WEIE 2008 LLC	2396 SCENIC RIDGE DR	CHINO HILLS CA	91709
5311 017 020	WARWICK AVE	WALKER,LEWIS AND PATRICIA TRS	1252 BLAIR AVE	SOUTH PASADENA CA	91030
5311 017 021	WARWICK AVE	WALKER,LEWIS AND PATRICIA TRS	1252 BLAIR AVE	SOUTH PASADENA CA	91030

2021
 LOS ANGELES COUNTY
 DECLARATION LIST
 CITY OF SOUTH PASADENA
 KEY OF F, CITY CODE 654 (UNIMPROVED)

DATE: 01/07/21

PARCEL	LOCATION	OWNER	MAILING ADDRESS	CITY/STATE	ZIP
5312 002 005	MONTEREY RD	SCHROEDER,ALEXANDER L ET AL	PO BOX 3285	SOUTH PASADENA CA	91031
5312 002 007	MONTEREY RD	KD BROTHERS INVESTMENT LLC AND	1005 E LAS TUNAS DR STE 654	SAN GABRIEL CA	91776
5312 002 008	MONTEREY RD	KD BROTHERS INVESTMENT LLC AND	1005 E LAS TUNAS DR STE 654	SAN GABRIEL CA	91776
5312 002 009	MONTEREY RD	KD BROTHERS INVESTMENT LLC AND	1005 E LAS TUNAS DR STE 654	SAN GABRIEL CA	91776
5312 002 025	MONTEREY RD	KD BROTHERS INVESTMENT LLC AND	1005 E LAS TUNAS DR STE 654	SAN GABRIEL CA	91776
5312 016 014	HARRIMAN AVE	YAMAMURO,HITOMI TR	2482 BRIGDEN RD	PASADENA CA	91104
5312 016 015	HARRIMAN AVE	PARK,KON SOK AND	330 W 11TH ST UNIT C09	LOS ANGELES CA	90015
5312 016 016	HARRIMAN AVE	SAWAN,ISMAIL AND LORENA V	2850 RIVERSIDE DR APT 421	LOS ANGELES CA	90039
5312 016 017	HARRIMAN AVE	SAWAN,ISMAIL AND LORENA V	2850 RIVERSIDE DR APT 421	LOS ANGELES CA	90039
5312 017 025	HILL DR	CHAN,ALICE WING WAH TR ET AL	424 FLORAL PARK TER	SOUTH PASADENA CA	91030
5312 017 042	HARRIMAN AVE	JUNG,DONALD AND JOANNA TRS	PO BOX 4012	MENLO PARK CA	94026
5312 017 043	HARRIMAN AVE	HUANG,KING AND	PO BOX 4012	MENLO PARK CA	94026
5312 017 044	HARRIMAN AVE	HUANG,KING AND	PO BOX 4012	MENLO PARK CA	94026
5312 017 049	HARRIMAN AVE	HUANG, K M AND K E FAMILY LTD	PO BOX 4012	MENLO PARK CA	94026
5312 020 012	OAKHILL AVE	THAM,ERNEST Y AND JANET C AND	515 W GARVEY AVE UNIT 202	MONTEREY PARK CA	91754
5312 020 022	OAKHILL AVE	THAM,ERNEST Y AND JANET C AND	515 W GARVEY AVE UNIT 202	MONTEREY PARK CA	91754
5314 005 017	INDIANA TERR	TARMASAL INC	950 HUNTINGTON DR	SAN MARINO CA	91108
5314 005 021	619 INDIANA TERR	ZHU,BENJAMIN J	1017 GARFIELD AVE	SOUTH PASADENA CA	91030
5314 005 045	ALTA VISTA AVE	VALENSI,NICHOLAS AND	529 5TH AVE 4TH FL	NEW YORK NY	10017
5314 006 005	ALTA VISTA AVE	SMITH,ALMA L TR	546 N ALTA VISTA AVE	MONROVIA CA	91016
5314 007 017	ALTA VISTA AVE	CAVENAGH,JANE T TR	520 ALTA VISTA AVE	SOUTH PASADENA CA	91030
5314 008 014	INDIANA AVE	SETO,VANESSA AND	1256 ELM AVE	SAN GABRIEL CA	91775

2021
 LOS ANGELES COUNTY
 DECLARATION LIST
CITY OF SOUTH PASADENA
 KEY OF F, CITY CODE 654 (UNIMPROVED)

DATE: 01/07/21

PARCEL	LOCATION	OWNER	MAILING ADDRESS	CITY/STATE	ZIP
5314 018 010	BANK ST	LEE, TYLER AND	857 BANK ST	SOUTH PASADENA CA	91030
5314 026 050	ROLLIN ST	PAN, CHIU SUNG AND	1423 MAPLE ST	SOUTH PASADENA CA	91030
5317 026 003	CEDAR CREST AVE	FAMILY HOUSING CORPORATION	2299 HUNTINGTON AVE STE B	SAN MARINO, CA	91108
TOAL VACANT/IMPROVED RECORDS					0
TOTAL UNIMPROVED RECORDS					91
TOTAL RECORDS					91



City Council Agenda Report

ITEM NO. 20

DATE: February 17, 2021

TO: Honorable Mayor and City Council Members

FROM: Sean Joyce, Interim City Manager

PREPARED BY: Joanna Hankamer, Director of Planning and Community Development
Kanika Kith, Planning Manager
Malinda Lim, Associate Planner

SUBJECT: **Project No. 2355-APP (Continued) - Appeal of the Planning Commission's Decision to Approve Project No. 2191-HDP/TRP – Hillside Development Permit for the street extension of Moffat Street, which will be a private street extending westward from the northern end of Lowell Avenue to allow access to seven lots in the City of Los Angeles and a Tree Removal Permit**

Recommendation

Staff recommends that the City Council **uphold** the Planning Commission's approval of Project No. 2191-HDP/TRP, Hillside Development Permit for the street design of the private street portion of Moffat Street connecting only to Lowell Avenue and Tree Removal Permit for the removal of five trees for the Moffat Street extension, subject to conditions of approval.

Executive Summary

This is an appeal of the Planning Commission's decision of an approval for a Hillside Development Permit and Tree Removal Permit. The project went before the Planning Commission in four meetings before it was approved on August 11, 2020, with a 5-0 vote.

This appeal was presented to the City Council on October 21 and November 18, 2020 and was continued to the regular meeting on February 17, 2021.

In response to a line of inquiry at one or both of the previous meetings, staff has confirmed with the City of Los Angeles and Supervisor Solis' office that the Northeast Los Angeles Community Plan will not proceed until mid-2022 and that there is no plan to rezone the project-adjacent properties in Los Angeles as open space.

Background

On August 11, 2020, the Planning Commission voted 5-0 to approve the Hillside Development Permit (HDP) for the street design of the private street portion of Moffat Street connecting only to Lowell Avenue and Tree Removal Permit (TRP) for the removal of five trees.

On August 26, 2020, Micah Haserjian, adjacent neighbor southeast of the project site, submitted an Appeal of the Planning Commission's decision to approve a Hillside Development Permit for the street design

and Tree Removal Permit. Mr. Haserjian's request is for the Council to overturn the Planning Commission's approval of the project.

On October 21, 2020, the City Council reviewed the appeal of this project, voted 5-0 to continue the project to the regular City Council meeting of November 18, 2020, and directed staff to obtain confirmation in writing from the City of Los Angeles that the private street in South Pasadena needs to be constructed prior to issuance of City of Los Angeles building permits for any single-family homes on the adjacent properties in the El Sereno LA neighborhood (see **Attachment 3**).

At the November 18, 2020 meeting, appellants asserted, through a letter from Los Angeles County Supervisor, Hilda Solis, that the zoning of lots in El Sereno were to be re-evaluated later in 2020 through the Northeast Los Angeles Community Plan. Council directed staff to confirm whether such a rezoning effort is underway for the Northeast LA hillside area.

On December 2, 2020, three new Councilmembers were installed following the results of the November 2020 local election.

On January 27, 2021, Mayor Pro Tem Cacciotti and staff met with staff of City of Los Angeles and staff of County Supervisor Solis' and confirmed that the Northeast Los Angeles Community Plan will not proceed until mid-2022 and that there is no plan to rezone the project-adjacent properties in Los Angeles as open space.

Update Regarding the Northeast LA Community Plan

On January 14, 2021, South Pasadena Planning staff met with City of Los Angeles Planning staff responsible for updates to the Northeast Los Angeles Community Plan. Los Angeles Planning staff included Craig Weber (Principal City Planner & Division Head Community Planning) and Valerie Watson (Senior City Planner Community Planning).

Mr. Weber and Ms. Watson stated that the update to the Northeast LA Community Plan is anticipated to start in mid-2022, not in 2020 as the City of Los Angeles' website states, and that the process may take 3 to 5 years to complete. Mr. Weber also confirmed that the Los Angeles Long Range Planning team has since spoken with Los Angeles County Supervisor Hilda Solis' staff and clarified that the update to the Northeast LA Community Plan will occur years later than stated in her letter to the South Pasadena City Council. In addition, Director of Planning and Community Development Hankamer and Planning Manager Kith met with Los Angeles County Supervisor's Hilda Solis' staff on January 27, 2021 to discuss this project, at which time the Supervisor's staff acknowledged that the update to the community plan would not start until mid-2022.

Mr. Weber also stated that it was unlikely that the subject properties in Los Angeles that would use the private portion of Moffat Street would be rezoned as open space in the Community Plan update unless the owner of the properties elects to designate the land as open space. Email correspondence of this exchange is included as **Attachment 4**. There is no indication in the record that the property owner will elect to do so.

Legal Review

This report was reviewed by the City Attorney.

Financial Review

The appeal application was submitted by Micah Haserjian. The \$2,060 appeal fee was collected to cover the application cost.

Public Comment

At the time of writing this report staff has received one new public comment in opposition to the project and two public comments associated with a related closed session of the City Council. These new comments are included as **Attachment 5**.

Public Notification of Agenda Item

The public was made aware that this item 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, publication in the *South Pasadena Review* newspaper, and mailing of a postcard notice to property owners within a 300-foot radius of the subject property.

Attachments

1. Resolution
 - a. Exhibit A - Conditions of Approval
2. November 18, 2020 CC Staff Report & Attachments
3. Email Dated October 29, 2020 from Albert Servin, City of Los Angeles Department of Building and Safety
4. Email Dated January 20, 2021 from Mr. Weber, City of Los Angeles Planning
5. New Public Comments

ATTACHMENT 1
Resolution and Conditions of Approval

P.C. RESOLUTION NO. 21-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA, CALIFORNIA UPHOLDING THE PLANNING COMMISSION DECISION OF APPROVAL FOR A HILLSIDE DEVELOPMENT PERMIT AND A TREE REMOVAL PERMIT (PROJECT NO. 2191-HDP/TRP) FOR THE EXTENSION OF MOFFAT STREET WHICH WILL BE A PRIVATE STREET EXTENDING WESTWARD FROM THE NORTHERN END OF LOWELL AVENUE TO ALLOW ACCESS TO SEVEN LANDLOCKED LOTS IN THE CITY OF LOS ANGELES (ASSESSOR'S PARCEL NUMBERS 5310-006-039, 5310-006-038, 5310-005-010, 5310-005-011, AND 5310-005-004)

WHEREAS, in 1923, Tract No. 5643 was recorded in the City of Los Angeles and includes the seven landlocked legal lots south of the proposed private street Moffatt Street; and

WHEREAS, on July 12, 1961, the South Pasadena City Council adopted Ordinance 1373 for the vacation and abandonment of a portion of Moffatt Street as a public street, pursuant to an Act of Legislature of the State of California set forth in Sections 8300 et. Seq. of the Streets and Highway Code; and

WHEREAS, on April 4, 1962, the Community Redevelopment Agency of the City of South Pasadena approved an easement for ingress and egress to the owners of the thirteen lots located in the City of Los Angeles abutting along the southern boundary of Moffatt Street and the City of South Pasadena; and

WHEREAS, on November 15, 2018, Planet Home Living, (Applicant), submitted an application for a Hillside Development Permit for the extension of Moffatt Street westward and a Variance for a +/- 18 foot high retaining wall along the northern boundary of the proposed private street; and

WHEREAS, in December 2020, the applicant withdrew the variance application for the high retaining wall along the northern boundary of the private street and proposed a new retaining wall design to be a maximum height of six feet for all portions of the retaining wall; and

WHEREAS, the proposed project is considered a "Project" as defined by the California Environmental Quality Act (CEQA), Public Resources Code Section 21000 et seq.; and

WHEREAS, the project site is a vacant land surrounded by single-family residences and unoccupied land. According to the City's GIS mapping system, the project site is not located within a liquefaction or landslide zone. The Director of Planning and Community Development determined that a biological constraints survey of the project site was required to document the existing conditions and assess the potential for special status plant or wildlife species or other regulated biological resources occurring on the project site. The report concluded that the project site contains no suitable habitat for special status

plants and wildlife, and does not occur within any federal U.S. Fish and Wildlife Services Critical Habitat boundaries; and

WHEREAS, the proposed project qualifies for a categorical exemption from the CEQA pursuant to Section 15303, Class 3 – New Construction or Conversion of Small Structures. Class 3 exemption includes water main, sewage, electrical, gas, and other utility extensions, including street improvements, of reasonable length to serve such construction; and

WHEREAS, the Planning Department evaluated the project for consistency with the City’s General Plan, City of South Pasadena Municipal Code, the City’s Design Guidelines, and all other applicable state and local regulations; and

WHEREAS, on February 26, 2020, notices regarding the tree removals were sent to those within a 100-foot radius of the project site; and

WHEREAS, in accordance with state law, on February 27, 2020, City of South Pasadena Planning and Building Department published a legal notice in compliance with the South Pasadena Municipal Code in the *South Pasadena Review*, a local newspaper of general circulation, regarding the City of South Pasadena Planning Commission meeting of March 10, 2020. In addition, on February 28, 2020, a public hearing notice was mailed to all property owners and occupants within a 300-foot radius of the project site, indicating the date and time of the public hearing at the Planning Commission meeting of March 10, 2020; and

WHEREAS, the South Pasadena Planning Commission held a duly noticed public hearing on March 10, 2020, at which time it considered the staff report, oral report, the testimony, and the written evidence submitted by and on behalf of the applicant and by members of the public concerning Project No. 2191-HDP/TRP and continued the proposed Hillside Development Permit and Tree Removal Permit for the extension of Moffatt Street to a date uncertain to allow the Applicant and Staff time to provide additional information the Commission requested; and

WHEREAS, in accordance with state law, on May 28, 2020, City of South Pasadena Planning and Building Department published a legal notice in compliance with South Pasadena Municipal Code in the *South Pasadena Review*, a local newspaper of general circulation, regarding the City of South Pasadena Planning Commission meeting of June 9, 2020. In addition, on May 29, 2020, a public hearing notice was mailed to all property owners and occupants within a 300-foot radius of the project site, indicating the date and time of the public hearing at the Planning Commission meeting of June 9, 2020; and

WHEREAS, the South Pasadena Planning Commission held a duly noticed public hearing on June 9, 2020, at which time continued the proposed Hillside Development Permit and Tree Removal Permit for the extension of Moffatt Street which will be a private street at the request of the applicant to allow additional time for the public to comment to the next regularly scheduled Planning Commission meeting of July 14, 2020; and

WHEREAS, the South Pasadena Planning Commission held a duly noticed public hearing on July 14, 2020, at which time continued the public hearing and directed the Applicant to submit an alternative street alignment design connecting the private street to Lowell Avenue to the next regularly scheduled Planning Commission meeting of August 11, 2020; and

WHEREAS, the South Pasadena Planning Commission held a duly noticed public hearing on August 11, 2020, at which time it considered the staff report, oral report, the testimony, and the written evidence submitted by and on behalf of the applicant and by members of the public concerning Project No. 2191-HDP/TRP and approved the proposed Hillside Development Permit for the street design of Moffatt Street which will be a private street extending westward from the northern end of Lowell Avenue and Tree Removal Permit for the removal of five trees, subject to conditions of approval; and

WHEREAS, on August 26, 2020, the last date of the appeal period for the August 11, 2020 Planning Commission meeting, Micah Haserjian submitted an appeal of the Planning Commission's decision; and

WHEREAS, in accordance with state law, on October 9, 2020, City of South Pasadena Planning and Building Department published a legal notice in compliance with South Pasadena Municipal Code Section 36.630.020 concerning the Appeal of the Planning Commission's approval of Project No. 2191-HDP/TRP in the *South Pasadena Review*, a local newspaper of general circulation, regarding the City of South Pasadena City Council meeting of October 21, 2020. In addition, on October 8, 2020, a public hearing notice was mailed to all property owners and occupants within a 300-foot radius of the project site, indicating the date and time of the public hearing at the City Council meeting of October 21, 2020; and

WHEREAS, on October 21, 2020, the City Council conducted a duly noticed public hearing, at which time directed the Applicant and Staff to obtain in writing form the City of Los Angeles that the private street needs to be constructed prior to issuance of any building permits for the construction of the single-family homes in the City of Los Angeles, the revision of the conditions of approval shall be revised to not allow the construction of the private street without the City of Los Angeles issuing the building permits for the homes, and confirmation that a rezoning effort is underway for the Northeast Hillside area and continued the public hearing to the next regularly scheduled City Council meeting of November 18, 2020; and

WHEREAS, the South Pasadena City Council held a duly noticed public hearing on November 18, 2020, at which time received a letter from Los Angeles County Supervisor, Hilda Solis, stating that the zoning of lots in El Sereno were to be re-evaluated later in 2020 through the Northeast Los Angeles Community Plan and directed staff to discuss the plan update with the City of Los Angeles long range planning staff and continued the public hearing ~~to a closed session to the regularly scheduled City Council meeting of December 16, 2020;~~ and

~~**WHEREAS**, on December 2, 2020, three new Councilmembers were installed following the results of the November 2020 local election and the closed session item was~~

~~continued from the December 16, 2020 closed session meeting to the January 20, 2021 closed session meeting; and~~

~~WHEREAS, the project was discussed at the South Pasadena City Council closed session held on January 20, 2021 and continued to the regularly scheduled City Council meeting of February 17, 2021; and~~

WHEREAS, in accordance with state law, on February 5, 2021, City of South Pasadena Planning and Building Department published a legal notice in compliance with South Pasadena Municipal Code Section 36.630.020 concerning the Appeal of the Planning Commission's approval of Project No. 2191-HDP/TRP in the *South Pasadena Review*, a local newspaper of general circulation, regarding the City of South Pasadena City Council meeting of February 17, 2021. In addition, on February 4, 2021, a public hearing notice was mailed to all property owners and occupants within a 300-foot radius of the project site, indicating the date and time of the public hearing at the City Council meeting of February 17, 2021; and

WHEREAS, the City Council conducted a duly noticed public hearing on February 17, 2021, at which time public testimony was taken concerning the Appeal of the Planning Commission's approval of Project No. 2191-HDP/TRP and approved the proposed Hillside Development Permit for the street design of Moffatt Street which will be a private street extending westward from the northern end of Lowell Avenue and Tree Removal Permit for the removal of five trees, subject to conditions of approval.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA DOES HEREBY FIND, DETERMINE, AND RESOLVE AS FOLLOWS:

SECTION 1: The proposed project is Categorically Exempt from the provisions of the California Environmental Quality Act (CEQA), under Article 19 Section 15303, Class 3 – New Construction or Conversion of Small Structures of the California Guidelines for Implementation of CEQA. Class 3 exemption includes water main, sewage, electrical, gas, and other utility extensions, including street improvements, of reasonable length to serve such construction. Specifically, the project involves street improvements of an access easement to landlocked properties in the City of Los Angeles boundary.

SECTION 2: DESIGN REVIEW FINDINGS

The City Council hereby upholds the Planning Commission's approval and finds that the proposed project is consistent with all applicable findings for approval of a Design Review Permit pursuant to South Pasadena Municipal Code (SPMC) Section 36.410.040(I), as follows:

- 1. Is consistent with the General Plan, any adopted design guidelines and any applicable design criteria for specialized areas (e.g., designated historic or other special districts, plan developments, or specific plans);**

The General Plan land use designation of the site is Altos De Monterey Residential which allows one single-family unit per lot. The proposed project is a private street within an access easement for seven landlocked properties in Los Angeles and

does not involve the addition of another dwelling unit therefore, it is consistent with the General Plan.

- 2. Will adequately accommodate the functions and activities proposed for the site, will not unreasonably interfere with the use and enjoyment of neighboring, existing, or future developments, and will not create adverse pedestrian or traffic hazards;**

The location of the proposed project is within the hillside. With the development of the private street, it will create an easier access for the nine properties it serves and for emergency services to reach the properties. A 4-foot wide sidewalk is proposed on the south side of the private street and a condition was added for the installation of street lighting for better visibility. Therefore, the proposed project will have no negative impact to the existing pedestrian or traffic circulation.

- 3. Is compatible with the existing character of the surrounding neighborhood and that all reasonable design efforts have been made to maintain the attractive, harmonious, and orderly development contemplated by this Section, and the General Plan; and**

The proposed project was designed to reduce the number of trees proposed for removal and to improve the street access for multiple properties. The height of the retaining wall is conditioned not to exceed six feet in height and will have landscaping to help blend the wall into the hillside.

- 4. Would provide a desirable environment for its occupants and neighbors, and is aesthetically of good composition, materials, and texture that would remain aesthetically appealing with a reasonable level of maintenance and upkeep.**

The proposed project would provide a paved access road to the seven landlocked properties within the City of Los Angeles, 4519 Lowell Avenue, and 2051 La Fremontia Street. An abundance of landscaping is proposed to help screen the wall. A condition was added for the properties utilizing the private street to maintain the street to be aesthetically appealing.

SECTION 3: ALTOS DE MONTEREY FINDINGS

The City Council hereby upholds the Planning Commission's approval and finds that the proposed project is consistent with all applicable findings for the Altos de Monterey zone pursuant to South Pasadena Municipal Code (SPMC) Section 36.250.030(E), as follows:

- 1. The scale of the proposed building, design, height and mass in relation to the street frontage, to all setbacks and surrounding existing property; and**
Not applicable; no building is proposed for this project.
- 2. The relation of existing adjoining building heights and their views; and**
The maximum height of the retaining wall may not exceed 6 feet in height and must be separated by a minimum length equal to the height of the wall, not to exceed six feet. In addition, the locations of the proposed walls are lower than the existing neighboring homes.
- 3. The relation of proposed building heights to the existing topography; and**

Not applicable; no building is proposed for this project.

4. The impact on surrounding properties; and

The proposed private street will have a positive impact on the surrounding properties. The proposed project would provide a paved access road to the seven landlocked properties within the City of Los Angeles, 4519 Lowell Avenue, and 2051 La Fremontia Street. The proposed project will create an easier access for the nine properties it serves for emergency services to reach the properties.

5. The obstruction of sunlight to the existing adjoining residences.

The proposed retaining walls help to retain the existing hillside and will be a lower elevation than the existing property at 2051 La Fremontia Street. The existing homes on Atlas Street within the City of Los Angeles are at the top of the slope; the proposed development of the single-family homes on the vacant lots would be the cause of sunlight obstruction.

SECTION 4: HILLSIDE DEVELOPMENT PERMIT FINDINGS

The City Council hereby upholds the Planning Commission's approval and finds that the proposed project is consistent with all applicable findings for approval of a Hillside Development Permit pursuant to South Pasadena Municipal Code (SPMC) Section 36.410.065(F), as follows:

1. The proposed use complies with the requirements of Division 36.340 (Hillside Protection) and all other applicable provisions of this Zoning Code.

Within the AM zone, walls may not exceed six feet in height. As proposed, the concrete block retaining walls are maximized at six feet in height plus a 3'8" cable safety rail on top. A condition is added for the retaining wall height to not exceed six feet and for the retaining walls to be separated a distance equal to the height of the retaining walls, not to exceed six feet. The conceptual landscape plans show the addition of 16 required replacement trees for the removal of five (5) trees. Toyon, California sycamore, and coast live oak are the proposed replacement trees. Rosmarinus prostrates and creeping fig will be planted over the retaining wall to help disguise and blend the wall into the natural landscape. For ground cover, twin peaks and deer grass are proposed. Due to the size of the project, the landscaping will require compliance with the City's Water Efficient Landscape Ordinance. A condition was added for the applicant to submit construction landscape and irrigation plans in compliance with the City's Water Efficient Landscape Ordinance.

2. The proposed use is consistent with the General Plan and any applicable specific plan;

The General Plan land use designation of the site is Altos De Monterey Residential which allows one single-family unit per lot. The proposed project is a private street within an access easement for seven landlocked properties in Los Angeles and does not involve the addition of another dwelling unit therefore, it is consistent with the General Plan.

3. **The establishment, maintenance, or operation of the use would not, under the circumstances of the particular case, be detrimental to the health, safety, or general welfare of the persons residing or working in the neighborhood of the proposed use;**

The proposed project would provide a paved access road to the seven landlocked properties within the City of Los Angeles, 4519 Lowell Avenue, and 2051 La Fremontia Street. The proposed project will create an easier access for the nine properties it serves for emergency services to reach the properties. The project is conditioned to install stop signs, stop pavement legends, and limit lines for the north and south approaches on Maycrest Avenue to improve traffic safety.

4. **The use, as described and conditionally approved, would not be detrimental or injurious to property and improvements in the neighborhood or to the general welfare of the City; and**

According to the Preliminary Geotechnical Report, the project site is suitable to be developed as proposed and will be safe against hazard from landslides, settlement, or slippage and will have no adverse effect on the geologic stability of the adjacent properties provided that the recommendations outlined in the report are implemented.

5. **The design, location, operating characteristics, and size of the proposed use would be compatible with the existing and future land uses in the vicinity, in terms of aesthetics, character, scale, and view protection.**

The proposed project would provide a paved access road to the seven landlocked properties within the City of Los Angeles, 4519 Lowell Avenue, and 2051 La Fremontia Street. An abundance of landscaping is proposed to help screen the wall. A condition was added for the properties utilizing the private street to maintain the street to be aesthetically appealing.

SECTION 5: RECORD OF PROCEEDING

The documents and other materials that constitute the record of the proceedings upon which the City Council's decision is based, which include, but are not limited to, the staff reports, as well as all materials that support the staff reports for the proposed project, and are located in the Planning and Building Department of the City of South Pasadena at 1414 Mission Street, South Pasadena, CA 91030. The custodian of these documents is the City Clerk of the City of South Pasadena.

SECTION 6. DETERMINATION

Based upon the findings outlined in Sections 1 through 5 above and provided during the public hearing, the City Council hereby upholds the Planning Commission's Decision of Approval on August 11, 2020 for a Hillside Development Permit for the extension of Moffatt Street, which will be a private street extending westward from the northern end of Lowell Avenue to allow access to seven lots in Los Angeles and a Tree Removal Permit for the removal of five trees (Project No. 2191-HDP/TRP) (APNs: 5310-006-039, 5310-006-038, 5310-005-010, 5310-005-011, and 5310-005-004), subject to the Conditions of Approval, attached hereto as Exhibit "A."

SECTION 7: CERTIFICATION OF THE RESOLUTION

The City Clerk of the City of South Pasadena shall certify that the foregoing Resolution was adopted by the City Council of the City of South Pasadena at a duly noticed regular meeting held on the 17th day of February 2021.

PASSED, APPROVED, AND ADOPTED this 17th day of February 2021 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Diana Mahmud, Mayor

ATTEST:

Maria E. Ayala, Acting City Clerk (seal)

APPROVED AS TO FORM:

Teresa L. Highsmith, City Attorney

EXHIBIT “A”
CONDITIONS OF APPROVAL
Hillside Development Permit and Tree Removal Permit

PROJECT NO. 2355-Appeal of the Planning Commission’s
Approval of Project No. 2191-HDP/TRP
Moffat Street Extension

On February 17, 2021, the City Council upheld the Planning Commission’s approval of Project No. 2191-HDP/TRP. Therefore, the following approval is granted for the land as described in the application and any attachments thereto, as shown on the development plans submitted to and approved by the Planning Commission on August 11, 2020:

- A. **Hillside Development Permit** for the street design of an extension of Moffat Street, which will be a private street extending westward from the northern end of Lowell Avenue to allow access to seven lots in Los Angeles; and
- B. **Tree Permit** for the removal of five (5) trees and planting of 16 trees for the proposed private street development. The Tree Permit was reviewed by the Public Works Department and was recommended for approval to the Planning Commission.

PLANNING DIVISION:

General Conditions

- P-1. No construction traffic relating to the project shall occur on South Pasadena streets except for the proposed private street.
- P-2. This approval and all rights hereunder shall terminate within twelve (12) months of the effective date of their approval by the Planning Commission unless otherwise conditioned and/or unless action is taken to secure Building Permits and maintain active Building Permits with the Building Division beginning with the submittal of the plans for Plan Check review.
- P-3. Approval by the Planning Commission does not constitute a building permit or authorization to begin any construction. All appropriate permits issued by the South Pasadena Public Works Department and Building Division must be obtained prior to construction, enlargement, relocation, conversion or demolition of any building or structure on any of the project site.
- P-4. All other requirements of any law, ordinance, or regulation of the State of California, City of South Pasadena, and any other government entity shall be complied with.
- P-5. Compliance with and execution of all conditions listed herein shall be necessary prior to obtaining any final inspection clearance and/or prior to obtaining any final clearance.
- P-6. The applicant and each successor in interest to the property which is the subject of

this project approval, shall defend, indemnify and hold harmless the City of South Pasadena and its agents, officers and employees from any claim, action or proceeding against the City or its agents, officers or employees to attack, set aside, void or annul any approval of the City, City Council or City Planning Commission concerning this use.

- P-7. The applicant shall be responsible for all costs incurred by the City for the use of professional services or consultants in the review and investigation by Planning and Public Works, which include landscape plans, construction management plan, traffic control plans, and street and off-site improvement plans. The initial Building Construction plan check fee will cover the initial plan check and one recheck only. Additional review required beyond the first recheck shall be paid for on an hourly basis in accordance with the current fee schedule. The applicant shall deposit monies into an approved project account from which the City shall draw funds to pay for said professional services.
- P-8. If subsurface artifacts are unearthed during construction activities, the Applicant shall comply with California Public Resources Code (PRC) Section 21083.2, which specifies the protocol to be followed should cultural resources be discovered during excavation, grading, or construction activities. Should that process determine that any artifacts found are tribal in origin, ground-disturbance activity shall cease, and the City shall notify the tribes known to be affiliated with the Project area to initiate development of a tribal cultural resource (TCR) monitoring plan. Construction of the proposed Project shall adhere to California Health and Safety Code Section 7050.5, which states that if human remains are encountered, no further disturbance shall occur until the Los Angeles County Coroner has made a determination of origin and disposition pursuant to PRC Section 5097.98. The Los Angeles County Coroner must be notified of the find immediately. If the human remains are determined to be prehistoric, the Coroner will notify the NAHC, which will determine and notify a Most Likely Descendant (MLD). The MLD shall complete the inspection of the site within 48 hours of notification and may recommend scientific removal and non-destructive analysis of human remains and items associated with Native American burials.
- P-9. The hours of construction shall be limited to 8:00 am through 7:00 pm Monday through Friday; 9:00 am through 7:00 pm on Saturday; and 10:00 am through 6:00 pm on Sunday.
- P-10. The clearing, grading, earth moving, or excavation operations that cause excessive fugitive dust emissions shall be controlled by regular water or other dust preventive measures using the following procedures:
- a. All material excavated or graded shall be sufficiently watered to prevent excessive amounts of dust. Watering shall occur at least twice daily with complete coverage, preferable in the late morning and after work is done for the day;
 - b. All material transported on-site or off-site shall be either sufficiently watered or securely covered to prevent excessive amounts of dust;
 - c. The area disturbed by clearing, grading, earth moving, or excavation operations

shall be minimized so as to prevent excessive amounts of dust; and

- d. Visible dust beyond the property line emanating from the project shall be prevented to the maximum extent feasible.

Street Improvement Plans (Street Design)

- P-11. Provide revised street improvement plans for the private street for review and approval by the Planning Director and Public Works Director. The plans shall show and demonstrate the following:
- Change the 5-foot wide sidewalk adjacent to the 6-foot high retaining wall along the Southern California Edison (SCE) easement at the northern portion of the street to be a 2-foot wide landscape area with climbing vines;
 - Provide landscaping with climbing vines for the entire length of the northern retaining wall;
 - A red, "No Parking" curb along the southern side at the eastern end of the private street (adjacent to 4519 Lowell Avenue). The length of the red curb shall be determined by the City of South Pasadena Public Works Director and the City of Los Angeles/City of South Pasadena Fire Department to ensure appropriate clearance for fire truck access;
 - The street design shall not create more surcharge load where the existing curved retaining wall (north of the apartment complex) would fail; and
 - There shall be no grade change in the western end of the public portion of Moffat Street which abuts the private portion of the street.
 - Provide details on the street light pole design to the satisfaction of the City.
 - Retaining walls shall not exceed more than six (6) feet in height and must be separated a distance equal to the height of the retaining walls, not to exceed six (6) feet.
- P-12. The street improvement plan shall not be approved until the following documentations are provided to the satisfaction of Director of Planning and Community Development and the Director of Public Works:
- a. Documentation from the City of Los Angeles demonstrating approval for the private street connection to Lowell Avenue.
 - b. Documentation from the City of Los Angeles that a preliminary development plans (site plan and elevations) for the construction of all seven (7) lots have been reviewed by the City of Los Angeles Planning and confirmation that the plans as presented will not be subject to discretionary review.
 - c. A covenant or other instrument that runs with the land specifying maintenance of the private street, including landscaping and irrigation, in perpetuity by a designated entity.

Prior to Issuance of Grading Permit

- P-13. The applicant shall record the approved street design along with a covenant or other instrument acceptable to the City that runs with the land specifying maintenance of the private street, including landscaping and irrigation, in perpetuity by a designated entity.
- P-14. The applicant shall demonstrate that they received approved building permits from the City of Los Angeles for the seven (7) properties (Tract 5643 Lot 26 APN:5309-012-019, Lot 24 APN: 5309-012-017, Lot 22 APN: 5309-012-015, Lot 20 APN: 5309-012-013, Lot 18 APN: 5309-012-011, Lot 18 APN: 5309-012-009, and Lot 16 APN: 5309-012-007) in either of the following combinations:
- a. Four (4) of the seven (7) lots listed above as long as one of the parcels is Lot 26, or
 - b. Any five (5) of the seven (7) lots listed above.
- P-15. The applicant shall post a bond in a sufficient amount for maintaining, monitoring, and securing the private road for ten (10) years, or until the applicant demonstrates certificates of occupancy for the seven (7) properties (Tract 5643 Lot 26 APN:5309-012-019, Lot 24 APN: 5309-012-017, Lot 22 APN: 5309-012-015, Lot 20 APN: 5309-012-013, Lot 18 APN: 5309-012-011, Lot 18 APN: 5309-012-009, and Lot 16 APN: 5309-012-007), as long as one of the parcels is Lot 26.
- P-16. In the event that no homes are built on the properties listed above (Condition P-11) after ten (10) years, the bond shall be used by the bonding company for the removal of the street improvements.
- P-17. The applicant shall submit a construction management plan for approval by the Building, Planning, and Public Works Departments. The construction management plan shall include, but not be limited to:
- a. A proposed haul route and location of a proposed off-site construction staging area where project construction workers and/or subcontractors will park and equipment will be stored. Equipment and construction staging area shall be located away from adjacent residential uses. Any construction activity that may require closing public roadways shall be identified and mitigation identified as part of the staging plan. The applicant shall obtain input from Public Works to identify haul route and staging area.
 - b. A plan for dust control techniques to be implemented during project construction which shall include, but not be limited to, plans for daily watering of the construction site, limitations on construction hours, and adherence to standard construction practices such as watering of inactive and perimeter areas.

- c. A traffic control plan for the duration of the construction prepared by a licensed civil engineer for approval by the City Engineer. The applicant shall notify businesses and residents impacted by any parking restrictions during construction.
- d. A list of construction equipment, fixed or mobile, showing that all equipment will be equipped with properly operating and maintained mufflers and other state-required noise-attenuation devices.
- e. A plan for limiting the number of noise-generating, heavy-duty off-road construction equipment (e.g., backhoes, dozers, excavators, loaders, rollers, etc.) simultaneously used on the project site within 50 feet of adjacent residential uses surrounding the site to no more than one or two pieces of heavy-duty, off-road equipment to reduce construction noise levels.
- f. A sign, legible at a distance of 50 feet, shall be posted at the Project construction site providing a contact name and a telephone number where residents can inquire about the construction process and register complaints. This sign shall indicate the dates and duration of construction activities. In conjunction with this required posting, a noise disturbance coordinator shall be identified to address construction noise concerns received. The contact name and the telephone number for the noise disturbance coordinator shall be posted on the sign. The coordinator shall be responsible for responding to any local complaints about construction noise and shall notify the City to determine the cause and implement reasonable measures to the complaint, as deemed acceptable by the City.

P-18. If vegetation removal is scheduled during the nesting season (typically February 1 to September 1), then a focused survey for active nests shall be conducted by a qualified biologist (as determined by a combination of academic training and professional experience in biological sciences and related resource management activities) no more than five (5) days prior to the beginning of project-related activities (e.g., excavation, grading, vegetation removal, etc.). Surveys shall be conducted in proposed work areas, staging and storage areas, and soil, equipment, and material stockpile areas. For passerines and small raptors, surveys shall be conducted within a 250-foot radius surrounding the work area (in non-developed areas and where access is feasible). For larger raptors, such as those from the genus *Buteo*, the survey area shall encompass a 500-foot radius. Surveys shall be conducted during weather conditions suited to maximize the observation of possible nests and shall concentrate on areas of suitable habitat. If a lapse in project-related work of five (5) days or longer occurs, an additional nest survey shall be required before work can be reinitiated. If nests are encountered during any preconstruction survey, a qualified biologist shall determine if it may be feasible for construction to continue as planned without impacting the success of the nest, depending on conditions specific to each nest and the relative location and rate of construction activities. Any nest(s) within the Project Site shall be monitored by a qualified biologist during active construction if work is occurring directly adjacent to the pre-determined no-work buffer. If the qualified biologist determines construction activities have potential to adversely affect a nest, the biologist shall immediately inform the construction

manager to halt construction activities within a minimum exclusion buffer, depending on species and location. Construction activities within the no-work buffer may proceed after a qualified biologist determines the nest is no longer active due to natural causes (e.g. young have fledged, predation, or other non-anthropogenic nest failure).

- P-19. The applicant shall reimburse the City for any damage to City property associated with clearing, grading, earth moving, or excavation operations. Prior to the issuance of a grading permit, the applicant will deposit funds or bond for an amount as determined by the Director of Public Works.

- P-20. The applicant shall participate in a pre-construction meeting with property owners directly adjacent to the private street, the City of South Pasadena Planning and Building Divisions and Public Works Department, and Southern California Edison, to ensure all parties involved are aware of when construction will occur, what to expect, and to identify potential conflicts to eliminate otherwise unanticipated problems prior to the start of grading.

- P-21. The street naming of the private street shall be approved by the City of South Pasadena Public Works and the City of Los Angeles Bureau of Engineering.

Prior to Final Inspection

- P-22. The applicant shall install all landscaping and irrigation per the approved final landscape plans pursuant to the City’s Water Efficient Landscape Ordinance (SPMC Section 35.50). The applicant shall provide documentations as required under SPMC Section 35.50, which shall include, but not limited to the following:
 - a. A Certification of Completion certifying that landscape and irrigation have been installed per the approved final landscape plan and complies with the City Water Efficient Landscape Ordinance.

 - b. A Landscape Irrigation Audit Report from a certified landscape irrigation auditor shall be submitted to the City. The landscape irrigation audit shall not be conducted by the person who designed the landscape or installed the landscape irrigation.

PUBLIC WORKS DEPARTMENT

General Conditions

- PW-1. The applicant shall obtain City approval for any modifications or revisions to the approval of this project. Deviations not identified on the plans may not be approved by the City, potentially resulting in the need for the project to be redesigned.

- PW-2. The applicant shall provide a copy of a current Title Report (within the last 60 days). The applicant shall show all easements per the Title Report to the satisfaction of the Public Works Department. Any conflict with existing easements resulting in the site being redesigned potentially requires a minor change or amendment approval by Planning Commission.
- PW-3. The applicant shall pay all applicable City and Los Angeles County fees, including Public Works Department permit fees per the current adopted Master Fee Schedule which can be found on the City's website. The applicant shall provide receipts of all applicable fees paid prior to the issuance of permits.
- PW-4. The applicant shall be responsible for all costs incurred by the City for the use of professional services or consultants in the review, investigation, and or plan check by Planning and Building, and Public Works Departments, which include construction plans, landscape plans, improvement plans, construction management plan, traffic control plans, and street improvement plans. The applicant shall deposit monies into an approved project account from which the City shall draw funds to pay for said professional services.

Grading Conditions

- PW-5. The applicant shall provide a detailed drainage plan signed and stamped by a CA licensed civil engineer. Cross lot drainage is not permitted. Provide a copy of the approved plan from the Building & Safety Department. The street improvement plan needs to address storm water runoff from the road.
- PW-6. The applicant shall comply with all requirements of the City of South Pasadena Low Impact Development (LID) Ordinance. The applicant shall include the necessary Best Management Practices (BMP) measures and a Standard Urban Storm Water Mitigation Plan (SUSMP) for construction and post-construction phases as part of the LID plan per SPMC Section 23.14. Provide a copy of the approved plan from the Building & Safety Department.
- PW-7. The applicant shall provide a copy of the Notice of Intent (NOI), a Waste Discharge Identification Number (WDID), and a Storm Water Pollution Prevention Plan (SWPPP) developed by a certified Qualified SWPPP Developer (QSD) per SPMC Section 23.12(b). Provide a copy of the approved plan from the Building & Safety Department.
- PW-8. Prior to issuance of a grading permit, the applicant shall provide an erosion control plan for dust control techniques to be implemented during project construction which shall include, but not be limited to, use of appropriate BMPs, plans for daily watering of the construction site, limitations on construction hours, and adherence to standard construction practices such as watering of inactive and perimeter areas.

Utility Conditions

- PW-9. Provide a 24-hour emergency contact number for the applicant and contact information of all utility agencies involved/impacted/potentially impacted by this project on the title sheet of the plans.
- PW-10. Water and sewer utilities shall be provided by the City of Los Angeles. Show the location and area of trench sections for the proposed sewer and water lines connection within the private street including trench restoration detail and all utility points of connections (POC). The City of South Pasadena will not provide water and sewer utilities.
- PW-11. Provide a copy of an approval letter and receipt for the sewer connection fee from the Los Angeles County Sanitation District (LACSD). A copy of the receipt for any fees to be paid must be submitted before permit issuance.
- PW-12. Provide clearance letter from utility companies for any proposed relocation of utility lines that encroach on the properties prior to obtaining permits for the project.
- PW-13. Improvement plans for underground utilities (i.e. water, sewer, gas, electrical, telecommunications, etc.) to be placed in the private street or easement that will be owned and maintained by other entities shall be reviewed by the City prior to Utility Agency approval.
- PW-14. The Developer shall execute and provide to the City, a written statement from the water, sewer, electrical, and gas purveyor indicating that each system will be owned, operated, and maintained by the purveyor and that under normal condition, the system(s) will meet the requirements for the development and that each service will be provided to each building.

Street Improvements Conditions

- PW-15. Show the existing grade, location, and dimensions of all existing and proposed conditions within street improvements including, but not limited to: curb and gutter, sidewalk, driveway, traffic striping, signage, utilities, lighting, landscaping, storm drain facilities, trees, and other features.
- PW-16. The proposed street improvement plans shall be prepared by a Registered Civil Engineer and provide the proposed cross slope for Moffat Street and the plan and profile for Moffat Street including center of the street, northerly curb and flow lines, southerly curb and flow lines. The applicant shall submit a final geotechnical report with the street improvement plans.
- PW-17. All flood control plans to be reviewed by the City or the Los Angeles County Flood Control District shall be submitted through the City of South Pasadena, unless otherwise directed by the City Engineer. For projects requiring LACFCD review, the developer shall pay the appropriate fees to LACFCD.

- PW-18. The applicant shall record a covenant or other instrument acceptable to the City that runs with the land for the private street including sidewalks, lighting, trees, landscaping (including irrigation system), irrigation, curb, gutter, drainage, utilities, storm water treatment devices, etc. shall be maintained in perpetuity by a designated entity. This covenant other instrument acceptable to the City shall be reviewed and approved by the Public Works Department and the City Attorney and a fully executed covenant, in recordable form, shall be provided to the City prior to obtaining a permit.
- PW-19. The street improvement plan shall include street lighting for the street and sidewalk in accordance with the most recent edition of the Illuminating Engineering Society of North America (IESNA) and American Association of State Highway and Transportation Official (AASHTO) Roadway Lighting Design Guide standards. The level of outdoor lighting to shall have no direct light or excess glare onto the adjacent neighbors.
- PW-20. Prior to final inspection, provide a street name sign at the property line stating the name of the street, range of address, and a clear indicator that this is a private street.
- PW-21. Prior to final inspection, the applicant shall submit a letter from the Engineer and Landscape Architect of record that the final street improvements, drainage, street lighting, and landscaping conforms to the approved plans.

Tree Conditions

- PW-22. Show all existing and proposed trees (including parkway trees), including size and species, and indicate their disposition. The applicant shall show methods of protecting existing onsite and on the parkway trees during construction on the plans. The applicant shall submit an arborist report for all trees (including parkway trees) at project completion to the City, demonstrating that all protection methods were followed and document the tree disposition after construction.
- PW-23. Tree removals associated with development shall only be conditionally approved subject to the applicant receiving their development building permit, paying all fees associated with the tree removal as established by resolution of the city council, and paying a deposit in the amount of \$5,360 for the 16 replacement trees. Upon the planning review authority's approval of the development application and satisfaction of all conditions of approval, and payment of all required fees, the applicant shall be issued a tree removal permit.
- PW-24. Replacement trees shall be planted per SPMC section 34.12-5 (b). The applicant is required to plant 16 replacement trees based on the trees proposed for removal. The South Pasadena Public Works Department shall inspect the replacement trees before being planted.
- PW-25. Upon the applicant's proof to the city's satisfaction that the applicant has complied with the approved tree replacement plan, the city shall reimburse the applicant's replacement tree deposit. Should the applicant fail to plant any replacement trees per the approved replacement tree plan, the city shall retain the amount of the

replacement tree deposit necessary to cover the cost to plant any required replacement trees in alternative locations within the city (public right-of-way, park, etc.), as permitted by SPMC chapter 34.

- PW-26. No trees shall be removed from the site until Tree Removal Permits are issued.
- PW-27. Trees planted adjacent to the private street will be private trees to be maintained (including trimming) under the recorded covenant or other instrument acceptable to the City.

Encroachment Conditions

- PW-28. The applicant shall provide a construction schedule for each stage of any major activities (i.e. demolition, grading, material delivery, etc.) and the timing of special access if necessary, as it relates to site staging, traffic, and access. If there are any changes to the construction schedule, the applicant shall submit a revised schedule to the Public Works Department.
- PW-29. The applicant shall provide a haul route map, traffic control plan, on-site staging plan, and indicate a contractor parking location to the Public Works Department for review and approval prior to issuance of permits. All vehicles including workers' vehicles shall not be parked near the construction site. Provide a shuttle service if necessary. Any construction activity that may require roadway closures will require a traffic control plan prepared by a CA licensed civil or traffic engineer or a C-31 licensed contractor to be submitted for review. All street closures will require an encroachment permit from the Public Works Department.
- PW-30. The applicant shall post temporary "No Parking " signs along the entire length of the property prior to the start of any construction. The temporary "No Parking" signs shall be covered at the end of each working day and uncovered at the start of the following working day prior to any construction activity. If two-way traffic cannot be accommodated, a traffic control plan depicting the use of flagmen and/or detouring shall be submitted for review.
- PW-31. No overnight storage of materials or equipment within the public right-of-way shall be permitted.
- PW-32. Temporary bins (low boy) will be "roll off" style to be provided by Athens Services. Athens Services has an exclusive agreement with the City for the provision of trash removal services: only Athens dumpsters can be used. Any dumpsters placed on the roadway shall require a protective barrier underneath (such as plywood) to protect the pavement. The applicant shall obtain dumpster permit from the Public Works Department.
- PW-33. The applicant shall be responsible for posting a project sign at the entrance to the project site displaying the City's construction hours per SPMC Section 19A.13. The project sign shall be 24" x 36" and made of durable weather-resistant material. The applicant shall provide a 24-hour emergency contact number for the designated

contact who will be responsible for maintaining the project site during the all stages of construction until the project is complete.

BUILDING AND SAFETY DIVISION:

General conditions

- BD-1. The second sheet of building and grading plans is to list all conditions of approval and to include a copy of the Planning Commission Decision letter. This information shall be incorporated into the plans prior to the first submittal for plan check.
- BD-2. Prior to the application of a building or grading permit, a preliminary Geotechnical report that specifically identifies and proposes mitigation measures for any soils or geological problems that may affect site stability or structural integrity shall be approved by the Building Official or his/her designee. The applicant shall reimburse the City for all costs incurred to have the project soils report evaluated by an independent, third-party, peer-level soils and /or geological engineer. Approval letter of the geotechnical report review shall be copied and pasted on the first sheet of building and grading plans.
- BD-3. A geotechnical and soils investigation report is required, the duties of the soils engineer of record, as indicated on the first sheet of the approved plans, shall include the following:
 - a) Observation of cleared areas and benches prepared to receive fill;
 - b) Observation of the removal of all unsuitable soils and other materials;
 - c) The approval of soils to be used as fill material;
 - d) Inspection of compaction and placement of fill;
 - e) The testing of compacted fills; and
 - f) The inspection of review of drainage devices.
- BD-4. The geotechnical and soils engineer shall review and approve the project grading and foundation plans to show compliance that their recommendations have been properly implemented.
- BD-5. The owner shall retain the soils engineer preparing the Preliminary Soils and/or Geotechnical Investigation accepted by the City for observation of all grading, site preparation, and compaction testing. Observation and testing shall not be performed by another soils and/or geotechnical engineer unless the subsequent soils and/or geotechnical engineer submits and has accepted by Building Division, a new Preliminary Soils and/or Geotechnical Investigation.
- BD-6. At the time of plan submittal, the PDF copy of the soils report shall be provided by the applicant.

- BD-7. A grading and drainage plan shall be approved prior to issuance of the building permit. The grading and drainage plan shall indicate how all storm drainage including contributory drainage from the existing development in the subject site is carried to the public right-of-way or drainage structure approved to receive storm water.
- BD-8. Grading work and drainage shall be designed and constructed in accordance with applicable provisions in Appendix J as part of Los Angeles County Building Code.
- BD-9. Drainage patterns within the proposed street shall be designed to the extent possible to resemble those in the pre-development stage and be supported by hydrology/hydraulic calculations based on the current Los Angeles County 50-Year, 24 Hour Isohyet. Should the drainage flows cross property lines or city boundaries which existed prior to grading, the post-development drainage shall continue to follow this pattern without exceeding the existing drainage flow in accordance with Section J109.4. Excess or concentrated drainage and its disposal at the existing segment of the Moffat Street is strictly prohibited.
- BD-10. Separate plan review and permit is required for each detached retaining wall.
- BD-11. Retaining wall structural calculations prepared under the direction of a civil engineer or structural engineer shall be provided.
- BD-12. In accordance with paragraph 5538(b) of the California Business and Professions Code, grading and retaining wall plans are to be prepared and stamped by a licensed civil engineer.
- BD-13. The building/grading permit will not be issued until all project property boundaries affected by the proposal has been surveyed and marked by a land surveyor licensed by the State of California.
- BD-14. Rough grading inspection will not be made until the excavation has been surveyed and the easement boundaries have been determined in accordance with the approved plans by a land surveyor licensed by the State of California. THIS NOTE IS TO BE PLACED ON THE FOUNDATION PLAN IN A PROMINENT LOCATION.
- BD-15. No form work or other construction materials will be permitted to encroach into adjacent property without written approval of the affected property owner.
- BD-16. Prior to the issuance of building permit, a written consent shall be obtained from the current easement holder(s) for any proposed development encroaching into existing easement(s).

FIRE DEPARTMENT:

- FD-1. The private street shall meet the following slope requirements:
 - a. The turn-around landing at the west end of the street cannot have a slope greater than 3%; and

- b. The average slope of the entire private street cannot be greater than 17% from the top of the turn-around landing to the bottom of the private street; and
- c. The maximum slope for any portion of the private driveway shall not exceed 20%.

ATTACHMENT 2
November 18, 2020 CC
Staff Report & Attachments



City Council Agenda Report

ITEM NO. ____

DATE: November 18, 2020

TO: Honorable Mayor and City Council Members

FROM: Sean Joyce, Interim City Manager

PREPARED BY: Joanna Hankamer, Director of Planning and Community Development
Kanika Kith, Planning Manager
Malinda Lim, Associate Planner

SUBJECT: **Project No. 2355-APP (Continued) - Appeal of the Planning Commission's Decision to Approve Project No. 2191-HDP/TRP – Hillside Development Permit for the street extension of Moffat Street, which will be a private street extending westward from the northern end of Lowell Avenue to allow access to seven lots in the City of Los Angeles and a Tree Removal Permit**

Recommendation

Staff recommends that the City Council **uphold** the Planning Commission's approval of Project No. 2191-HDP/TRP, Hillside Development Permit for the street design of the private street portion of Moffat Street connecting only to Lowell Avenue and Tree Removal Permit for the removal of five trees for the Moffat Street extension, subject to conditions of approval.

Executive Summary

On October 21, 2020, the City Council reviewed the appeal of this project (see **Attachment 3** for the Staff Report), and voted 5-0 continuing the project to the regular City Council meeting of November 18, 2020 and directed staff to provide the following information:

1. Obtain in writing from the City of Los Angeles that the private street needs to be constructed prior to issuance of any building permits for the construction of the single-family homes in the City of Los Angeles.
2. If the letter is not obtained, the conditions of approval shall be revised to not allow the construction of the private street without the City of Los Angeles issuing the building permits for the homes.
3. Confirmation that a rezoning effort is underway for the Northeast Hillside area.

Project Analysis

Private Street to be Constructed Prior to Issuance of Building Permit

On October 26, 2020, Planning staff met with Albert Servin (Structural Engineering Associate, from the City of Los Angeles Department of Building and Safety) and Susan Zermeno (Case Manager, from the City of Los Angeles City Planning) to discuss whether the private street is required to be constructed in

order to issue building permits. Staff explained that the street design has been changed to connect to an existing public street in the City of Los Angeles, which requires approval and coordination between both cities (South Pasadena and Los Angeles). Staff requested that they reconsider their requirement for construction of the private street prior to issuing the building permits for the homes since construction of the new road will require collaboration between both cities. Mr. Servin agreed to reconsider the matter with his supervisor.

On October 29 2002, Mr. Servin sent an email confirming that the City of Los Angeles will allow building permits to be issued as long as the private street is approved and recorded. Mr. Servin's email also requested a coordination letter be developed between the two cities that outlines the permitting, clearance, and inspection responsibilities between the two cities (see **Attachment 4**).

Revisions to Conditions of Approval

New conditions have been added and old conditions were revised to reflect the following:

- A grading permit for construction of the road cannot be issued without approval of building permits from the City of Los Angeles for four of the seven properties as long as one of the properties is the last lot (Lot 26) at the end of the proposed private street; or five of the seven properties if the last lot on the street does not receive a building permit.
- A grading permit for construction of the road cannot be issued until the approved street design along with a covenant, or other instrument acceptable to the City that runs with the land specifying maintenance of the private street, including landscaping and irrigation, in perpetuity by a designated entity, has been recorded.
- The street design (street improvement plans) cannot be approved until the following documentation has been received:
 - From the City of Los Angeles, documentation approving the connection to Lowell Avenue and confirming that the construction of the seven lots is not subject to discretionary review.
 - From the applicant, a recorded covenant or other instrument that runs with the land specifying maintenance of the private street, including landscaping and irrigation, in perpetuity by a designated entity.

Rezoning in the Northeast Hillside

On October 26, 2020 Ms. Zermeno sent an email stating that there is no proposal for a change of zone for these properties. Ms. Zermeno also stated that the last action on these properties, in 2008, was applied citywide to regulate hillside development (see **Attachment 4**).

Legal Review

This report was reviewed by the City Attorney.

Financial Review

This report was reviewed by the Finance Department.

Public Comment

At the time of writing this report, staff has not received any new public comments regarding to this appeal.

Public Notification of Agenda Item

At the October 21, 2020 City Council meeting, the Council notified the public that the project was continued to the November 18, 2020 meeting. In addition, the public was made aware that this item was to be considered on November 18, 2020 by virtue of its inclusion on the legally publicly noticed agenda and posting of the same agenda and reports on the City's website.

Attachments

1. Resolution
 - a. Exhibit A - Conditions of Approval
2. Redline Version of Conditions of Approval
3. October 21, 2020 CC Staff Report & Attachments
4. Emails From City of Los Angeles

ATTACHMENT 1
Resolution and Conditions of Approval

P.C. RESOLUTION NO. 20-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA, CALIFORNIA UPHOLDING THE PLANNING COMMISSION DECISION OF APPROVAL FOR A HILLSIDE DEVELOPMENT PERMIT AND A TREE REMOVAL PERMIT (PROJECT NO. 2191-HDP/TRP) FOR THE EXTENSION OF MOFFATT STREET WHICH WILL BE A PRIVATE STREET EXTENDING WESTWARD FROM THE NORTHERN END OF LOWELL AVENUE TO ALLOW ACCESS TO SEVEN LANDLOCKED LOTS IN THE CITY OF LOS ANGELES (ASSESSOR'S PARCEL NUMBERS 5310-006-039, 5310-006-038, 5310-005-010, 5310-005-011, AND 5310-005-004)

WHEREAS, in 1923, Tract No. 5643 was recorded in the City of Los Angeles and includes the seven landlocked legal lots south of the proposed private street Moffatt Street; and

WHEREAS, on July 12, 1961, the South Pasadena City Council adopted Ordinance 1373 for the vacation and abandonment of a portion of Moffatt Street as a public street, pursuant to an Act of Legislature of the State of California set forth in Sections 8300 et. Seq. of the Streets and Highway Code; and

WHEREAS, on April 4, 1962, the Community Redevelopment Agency of the City of South Pasadena approved an easement for ingress and egress to the owners of the thirteen lots located in the City of Los Angeles abutting along the southern boundary of Moffatt Street and the City of South Pasadena; and

WHEREAS, on November 15, 2018, Planet Home Living, (Applicant), submitted an application for a Hillside Development Permit for the extension of Moffatt Street westward and a Variance for a +/- 18 foot high retaining wall along the northern boundary of the proposed private street; and

WHEREAS, in December 2020, the applicant withdrew the variance application for the high retaining wall along the northern boundary of the private street and proposed a new retaining wall design to be a maximum height of six feet for all portion of the retaining wall; and

WHEREAS, the proposed project is considered a "Project" as defined by the California Environmental Quality Act (CEQA), Public Resources Code Section 21000 et seq.; and

WHEREAS, the project site is a vacant land surrounded by single-family residences and unoccupied land. According to the City's GIS mapping system, the project site is not located within a liquefaction or landslide zone. The Director of Planning and Community Development determined that a biological constraints survey of the project site was required to document the existing conditions and assess the potential for special status plant or wildlife species or other regulated biological resources occurring on the project site. The report concluded that the project site contains no suitable habitat for special status

plants and wildlife, and does not occur within any federal U.S. Fish and Wildlife Services Critical Habitat boundaries; and

WHEREAS, the proposed project qualifies for a categorical exemption from the CEQA pursuant to Section 15303, Class 3 – New Construction or Conversion of Small Structures. Class 3 exemption includes water main, sewage, electrical, gas, and other utility extensions, including street improvements, of reasonable length to serve such construction; and

WHEREAS, the Planning Department evaluated the project for consistency with the City’s General Plan, City of South Pasadena Municipal Code, the City’s Design Guidelines, and all other applicable state and local regulations; and

WHEREAS, on February 26, 2020, notices regarding the tree removals were sent to those within a 100-foot radius of the project site; and

WHEREAS, in accordance with state law, on February 27, 2020, City of South Pasadena Planning and Building Department published a legal notice in compliance with the South Pasadena Municipal Code in the *South Pasadena Review*, a local newspaper of general circulation, regarding the City of South Pasadena Planning Commission meeting of March 10, 2020. In addition, on February 28, 2020, a public hearing notice was mailed to all property owners and occupants within a 300-foot radius of the project site, indicating the date and time of the public hearing at the Planning Commission meeting of March 10, 2020; and

WHEREAS, the South Pasadena Planning Commission held a duly noticed public hearing on March 10, 2020, at which time it considered the staff report, oral report, the testimony, and the written evidence submitted by and on behalf of the applicant and by members of the public concerning Project No. 2191-HDP/TRP and continued the proposed Hillside Development Permit and Tree Removal Permit for the extension of Moffatt Street to a date uncertain to allow the Applicant and Staff time to provide additional information the Commission requested; and

WHEREAS, in accordance with state law, on May 28, 2020, City of South Pasadena Planning and Building Department published a legal notice in compliance with South Pasadena Municipal Code in the *South Pasadena Review*, a local newspaper of general circulation, regarding the City of South Pasadena Planning Commission meeting of June 9, 2020. In addition, on May 29, 2020, a public hearing notice was mailed to all property owners and occupants within a 300-foot radius of the project site, indicating the date and time of the public hearing at the Planning Commission meeting of June 9, 2020; and

WHEREAS, the South Pasadena Planning Commission held a duly noticed public hearing on June 9, 2020, at which time continued the proposed Hillside Development Permit and Tree Removal Permit for the extension of Moffatt Street which will be a private street at the request of the applicant to allow additional time for the public to comment to the next regularly scheduled Planning Commission meeting of July 14, 2020; and

WHEREAS, the South Pasadena Planning Commission held a duly noticed public hearing on July 14, 2020, at which time continued the public hearing and directed the Applicant to submit an alternative street alignment design connecting the private street to Lowell Avenue to the next regularly scheduled Planning Commission meeting of August 11, 2020; and

WHEREAS, the South Pasadena Planning Commission held a duly noticed public hearing on August 11, 2020, at which time it considered the staff report, oral report, the testimony, and the written evidence submitted by and on behalf of the applicant and by members of the public concerning Project No. 2191-HDP/TRP and approved the proposed Hillside Development Permit for the street design of Moffatt Street which will be a private street extending westward from the northern end of Lowell Avenue and Tree Removal Permit for the removal of five trees, subject to conditions of approval; and

WHEREAS, on August 26, 2020, the last date of the appeal period for the August 11, 2020 Planning Commission meeting, Micah Haserjian submitted an appeal of the Planning Commission's decision; and

WHEREAS, in accordance with state law, on October 9, 2020, City of South Pasadena Planning and Building Department published a legal notice in compliance with South Pasadena Municipal Code Section 36.630.020 concerning the Appeal of the Planning Commission's approval of Project No. 2191-HDP/TRP in the *South Pasadena Review*, a local newspaper of general circulation, regarding the City of South Pasadena City Council meeting of October 21, 2020. In addition, on October 8, 2020, a public hearing notice was mailed to all property owners and occupants within a 300-foot radius of the project site, indicating the date and time of the public hearing at the City Council meeting of October 21, 2020; and

WHEREAS, on October 21, 2020, the City Council conducted a duly noticed public hearing, at which time directed the Applicant and Staff to obtain in writing form the City of Los Angeles that the private street needs to be constructed prior to issuance of any building permits for the construction of the single-family homes in the City of Los Angeles, the revision of the conditions of approval shall be revised to not allow the construction of the private street without the City of Los Angeles issuing the building permits for the homes, and confirmation that a rezoning effort is underway for the Northeast Hillside area and continued the public hearing to the next regularly scheduled City Council meeting of November 18, 2020; and

WHEREAS, the City Council conducted a duly noticed public hearing on November 18, 2020, at which time public testimony was taken concerning the Appeal of the Planning Commission's approval of Project No. 2191-HDP/TRP, a Hillside Development Permit for the street design of Moffatt Street which will be a private street extending westward from the northern end of Lowell Avenue and Tree Removal Permit for the removal of five trees, subject to conditions of approval.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA DOES HEREBY FIND, DETERMINE, AND RESOLVE AS FOLLOWS:

SECTION 1: The proposed project is Categorically Exempt from the provisions of the California Environmental Quality Act (CEQA), under Article 19 Section 15303, Class 3 – New Construction or Conversion of Small Structures of the California Guidelines for Implementation of CEQA. Class 3 exemption includes water main, sewage, electrical, gas, and other utility extensions, including street improvements, of reasonable length to serve such construction. Specifically, the project involves street improvements of an access easement to landlocked properties in the City of Los Angeles boundary.

SECTION 2: DESIGN REVIEW FINDINGS

The City Council hereby upholds the Planning Commission’s approval and finds that the proposed project is consistent with all applicable findings for approval of a Design Review Permit pursuant to South Pasadena Municipal Code (SPMC) Section 36.410.040(I), as follows:

- 1. Is consistent with the General Plan, any adopted design guidelines and any applicable design criteria for specialized areas (e.g., designated historic or other special districts, plan developments, or specific plans);**

The General Plan land use designation of the site is Altos De Monterey Residential which allows one single-family unit per lot. The proposed project is a private street within an access easement for seven landlocked properties in Los Angeles and does not involve the addition of another dwelling unit therefore, it is consistent with the General Plan.

- 2. Will adequately accommodate the functions and activities proposed for the site, will not unreasonably interfere with the use and enjoyment of neighboring, existing, or future developments, and will not create adverse pedestrian or traffic hazards;**

The location of the proposed project is within the hillside. With the development of the private street, it will create an easier access for the nine properties it serves and for emergency services to reach the properties. A 4-foot wide sidewalk is proposed on the south side of the private street and a condition was added for the installation of street lighting for better visibility. Therefore, the proposed project will have no negative impact to the existing pedestrian or traffic circulation.

- 3. Is compatible with the existing character of the surrounding neighborhood and that all reasonable design efforts have been made to maintain the attractive, harmonious, and orderly development contemplated by this Section, and the General Plan; and**

The proposed project was designed to reduce the number of trees proposed for removal and to improve the street access for multiple properties. The height of the retaining wall is conditioned not to exceed six feet in height and will have landscaping to help blend the wall into the hillside.

- 4. Would provide a desirable environment for its occupants and neighbors, and is aesthetically of good composition, materials, and texture that would remain aesthetically appealing with a reasonable level of maintenance and upkeep.**

The proposed project would provide a paved access road to the seven landlocked properties within the City of Los Angeles, 4519 Lowell Avenue, and 2051 La Fremontia Street. An abundance of landscaping is proposed to help screen the wall. A condition was added for the properties utilizing the private street to maintain the street to be aesthetically appealing.

SECTION 3: ALTOS DE MONTEREY FINDINGS

The City Council hereby upholds the Planning Commission's approval and finds that the proposed project is consistent with all applicable findings for the Altos de Monterey zone pursuant to South Pasadena Municipal Code (SPMC) Section 36.250.030(E), as follows:

- 1. The scale of the proposed building, design, height and mass in relation to the street frontage, to all setbacks and surrounding existing property; and**
Not applicable; no building is proposed for this project.
- 2. The relation of existing adjoining building heights and their views; and**
The maximum height of the retaining wall may not exceed 6 feet in height and must be separated by a minimum length equal to the height of the wall, not to exceed six feet. In addition, the locations of the proposed walls are lower than the existing neighboring homes.
- 3. The relation of proposed building heights to the existing topography; and**
Not applicable; no building is proposed for this project.
- 4. The impact on surrounding properties; and**
The proposed private street will have a positive impact on the surrounding properties. The proposed project would provide a paved access road to the seven landlocked properties within the City of Los Angeles, 4519 Lowell Avenue, and 2051 La Fremontia Street. The proposed project will create an easier access for the nine properties it serves for emergency services to reach the properties.
- 5. The obstruction of sunlight to the existing adjoining residences.**
The proposed retaining walls help to retain the existing hillside and will be a lower elevation than the existing property at 2051 La Fremontia Street. The existing homes on Atlas Street within the City of Los Angeles are at the top of the slope; the proposed development of the single-family homes on the vacant lots would be the cause of sunlight obstruction.

SECTION 4: HILLSIDE DEVELOPMENT PERMIT FINDINGS

The City Council hereby upholds the Planning Commission's approval and finds that the proposed project is consistent with all applicable findings for approval of a Hillside Development Permit pursuant to South Pasadena Municipal Code (SPMC) Section 36.410.065(F), as follows:

- 1. The proposed use complies with the requirements of Division 36.340 (Hillside Protection) and all other applicable provisions of this Zoning Code.**

Within the AM zone, walls may not exceed six feet in height. As proposed, the concrete block retaining walls are maximized at six feet in height plus a 3'8" cable safety rail on top. A condition is added for the retaining wall height to not exceed

six feet and for the retaining walls to be separated a distance equal to the height of the retaining walls, not to exceed six feet. The conceptual landscape plans show the addition of 16 required replacement trees for the removal of five (5) trees. Toyon, California sycamore, and coast live oak are the proposed replacement trees. Rosmarinus prostrates and creeping fig will be planted over the retaining wall to help disguise and blend the wall into the natural landscape. For ground cover, twin peaks and deer grass are proposed. Due to the size of the project, the landscaping will require compliance with the City's Water Efficient Landscape Ordinance. A condition was added for the applicant to submit construction landscape and irrigation plans in compliance with the City's Water Efficient Landscape Ordinance.

2. The proposed use is consistent with the General Plan and any applicable specific plan;

The General Plan land use designation of the site is Altos De Monterey Residential which allows one single-family unit per lot. The proposed project is a private street within an access easement for seven landlocked properties in Los Angeles and does not involve the addition of another dwelling unit therefore, it is consistent with the General Plan.

3. The establishment, maintenance, or operation of the use would not, under the circumstances of the particular case, be detrimental to the health, safety, or general welfare of the persons residing or working in the neighborhood of the proposed use;

The proposed project would provide a paved access road to the seven landlocked properties within the City of Los Angeles, 4519 Lowell Avenue, and 2051 La Fremontia Street. The proposed project will create an easier access for the nine properties it serves for emergency services to reach the properties. The project is conditioned to install stop signs, stop pavement legends, and limit lines for the north and south approaches on Maycrest Avenue to improve traffic safety.

4. The use, as described and conditionally approved, would not be detrimental or injurious to property and improvements in the neighborhood or to the general welfare of the City; and

According to the Preliminary Geotechnical Report, the project site is suitable to be developed as proposed and will be safe against hazard from landslides, settlement, or slippage and will have no adverse effect on the geologic stability of the adjacent properties provided that the recommendations outlined in the report are implemented.

5. The design, location, operating characteristics, and size of the proposed use would be compatible with the existing and future land uses in the vicinity, in terms of aesthetics, character, scale, and view protection.

The proposed project would provide a paved access road to the seven landlocked properties within the City of Los Angeles, 4519 Lowell Avenue, and 2051 La

Fremontia Street. An abundance of landscaping is proposed to help screen the wall. A condition was added for the properties utilizing the private street to maintain the street to be aesthetically appealing.

SECTION 5: RECORD OF PROCEEDING

The documents and other materials that constitute the record of the proceedings upon which the City Council’s decision is based, which include, but are not limited to, the staff reports, as well as all materials that support the staff reports for the proposed project, and are located in the Planning and Building Department of the City of South Pasadena at 1414 Mission Street, South Pasadena, CA 91030. The custodian of these documents is the City Clerk of the City of South Pasadena.

SECTION 6. DETERMINATION

Based upon the findings outlined in Sections 1 through 5 above and provided during the public hearing, the City Council hereby upholds the Planning Commission’s Decision of Approval on August 11, 2020 for a Hillside Development Permit for the extension of Moffatt Street, which will be a private street extending westward from the northern end of Lowell Avenue to allow access to seven lots in Los Angeles and a Tree Removal Permit for the removal of five trees (Project No. 2191-HDP/TRP) (APNs: 5310-006-039, 5310-006-038, 5310-005-010, 5310-005-011, and 5310-005-004), subject to the Conditions of Approval, attached hereto as Exhibit “A.”

SECTION 7: CERTIFICATION OF THE RESOLUTION

The City Clerk of the City of South Pasadena shall certify that the foregoing Resolution was adopted by the City Council of the City of South Pasadena at a duly noticed regular meeting held on the 18th day of November 2020.

PASSED, APPROVED, AND ADOPTED this 18th day of November 2020 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Robert Joe, Mayor

ATTEST:

Evelyn G. Zneimer, City Clerk (seal)

APPROVED AS TO FORM:

Teresa L. Highsmith, City Attorney

EXHIBIT “A”
CONDITIONS OF APPROVAL
Hillside Development Permit and Tree Removal Permit

PROJECT NO. 2355-Appeal of the Planning Commission’s
Approval of Project No. 2191-HDP/TRP
Moffat Street Extension

On November 18, 2020, the City Council upheld the Planning Commission’s approval of Project No. 2191-HDP/TRP. Therefore, the following approval is granted for the land as described in the application and any attachments thereto, as shown on the development plans submitted to and approved by the Planning Commission on August 11, 2020:

- A. **Hillside Development Permit** for the street design of an extension of Moffat Street, which will be a private street extending westward from the northern end of Lowell Avenue to allow access to seven lots in Los Angeles; and
- B. **Tree Permit** for the removal of five (5) trees and planting of 16 trees for the proposed private street development. The Tree Permit was reviewed by the Public Works Department and was recommended for approval to the Planning Commission.

PLANNING DIVISION:

General Conditions

- P-1. No construction traffic relating to the project shall occur on South Pasadena streets except for the proposed private street.
- P-2. This approval and all rights hereunder shall terminate within twelve (12) months of the effective date of their approval by the Planning Commission unless otherwise conditioned and/or unless action is taken to secure Building Permits and maintain active Building Permits with the Building Division beginning with the submittal of the plans for Plan Check review.
- P-3. Approval by the Planning Commission does not constitute a building permit or authorization to begin any construction. All appropriate permits issued by the South Pasadena Public Works Department and Building Division must be obtained prior to construction, enlargement, relocation, conversion or demolition of any building or structure on any of the project site.
- P-4. All other requirements of any law, ordinance, or regulation of the State of California, City of South Pasadena, and any other government entity shall be complied with.
- P-5. Compliance with and execution of all conditions listed herein shall be necessary prior to obtaining any final inspection clearance and/or prior to obtaining any final clearance.
- P-6. The applicant and each successor in interest to the property which is the subject of

this project approval, shall defend, indemnify and hold harmless the City of South Pasadena and its agents, officers and employees from any claim, action or proceeding against the City or its agents, officers or employees to attack, set aside, void or annul any approval of the City, City Council or City Planning Commission concerning this use.

- P-7. The applicant shall be responsible for all costs incurred by the City for the use of professional services or consultants in the review and investigation by Planning and Public Works, which include landscape plans, construction management plan, traffic control plans, and street and off-site improvement plans. The initial Building Construction plan check fee will cover the initial plan check and one recheck only. Additional review required beyond the first recheck shall be paid for on an hourly basis in accordance with the current fee schedule. The applicant shall deposit monies into an approved project account from which the City shall draw funds to pay for said professional services.
- P-8. If subsurface artifacts are unearthed during construction activities, the Applicant shall comply with California Public Resources Code (PRC) Section 21083.2, which specifies the protocol to be followed should cultural resources be discovered during excavation, grading, or construction activities. Should that process determine that any artifacts found are tribal in origin, ground-disturbance activity shall cease, and the City shall notify the tribes known to be affiliated with the Project area to initiate development of a tribal cultural resource (TCR) monitoring plan. Construction of the proposed Project shall adhere to California Health and Safety Code Section 7050.5, which states that if human remains are encountered, no further disturbance shall occur until the Los Angeles County Coroner has made a determination of origin and disposition pursuant to PRC Section 5097.98. The Los Angeles County Coroner must be notified of the find immediately. If the human remains are determined to be prehistoric, the Coroner will notify the NAHC, which will determine and notify a Most Likely Descendant (MLD). The MLD shall complete the inspection of the site within 48 hours of notification and may recommend scientific removal and non-destructive analysis of human remains and items associated with Native American burials.
- P-9. The hours of construction shall be limited to 8:00 am through 7:00 pm Monday through Friday; 9:00 am through 7:00 pm on Saturday; and 10:00 am through 6:00 pm on Sunday.
- P-10. The clearing, grading, earth moving, or excavation operations that cause excessive fugitive dust emissions shall be controlled by regular water or other dust preventive measures using the following procedures:
- a. All material excavated or graded shall be sufficiently watered to prevent excessive amounts of dust. Watering shall occur at least twice daily with complete coverage, preferable in the late morning and after work is done for the day;
 - b. All material transported on-site or off-site shall be either sufficiently watered or securely covered to prevent excessive amounts of dust;
 - c. The area disturbed by clearing, grading, earth moving, or excavation operations

shall be minimized so as to prevent excessive amounts of dust; and

- d. Visible dust beyond the property line emanating from the project shall be prevented to the maximum extent feasible.

Street Improvement Plans

(Street Design)

- P-11. Provide revised street improvement plans for the private street for review and approval by the Planning Director and Public Works Director. The plans shall show and demonstrate the following:
- Change the 5-foot wide sidewalk adjacent to the 6-foot high retaining wall along the Southern California Edison (SCE) easement at the northern portion of the street to be a 2-foot wide landscape area with climbing vines;
 - Provide landscaping with climbing vines for the entire length of the northern retaining wall;
 - A red, "No Parking" curb along the southern side at the eastern end of the private street (adjacent to 4519 Lowell Avenue). The length of the red curb shall be determined by the City of South Pasadena Public Works Director and the City of Los Angeles/City of South Pasadena Fire Department to ensure appropriate clearance for fire truck access;
 - The street design shall not create more surcharge load where the existing curved retaining wall (north of the apartment complex) would fail; and
 - There shall be no grade change in the western end of the public portion of Moffat Street which abuts the private portion of the street.
 - Provide details on the street light pole design to the satisfaction of the City.
 - Retaining walls shall not exceed more than six (6) feet in height and must be separated a distance equal to the height of the retaining walls, not to exceed six (6) feet.
- P-12. The street improvement plan shall not be approved until the following documentations are provided to the satisfaction of Director of Planning and Community Development and the Director of Public Works:
- a. Documentation from the City of Los Angeles demonstrating approval for the private street connection to Lowell Avenue.
 - b. Documentation from the City of Los Angeles that a preliminary development plans (site plan and elevations) for the construction of all seven (7) lots have been reviewed by the City of Los Angeles Planning and confirmation that the plans as presented will not be subject to discretionary review.
 - c. A covenant or other instrument that runs with the land specifying maintenance of the private street, including landscaping and irrigation, in perpetuity by a designated entity.

Prior to Issuance of Grading Permit

- P-13. The applicant shall record the approved street design along with a covenant or other instrument acceptable to the City that runs with the land specifying maintenance of the private street, including landscaping and irrigation, in perpetuity by a designated entity.
- P-14. The applicant shall demonstrate that they received approved building permits from the City of Los Angeles for the seven (7) properties (Tract 5643 Lot 26 APN:5309-012-019, Lot 24 APN: 5309-012-017, Lot 22 APN: 5309-012-015, Lot 20 APN: 5309-012-013, Lot 18 APN: 5309-012-011, Lot 18 APN: 5309-012-009, and Lot 16 APN: 5309-012-007) in either of the following combinations:
- a. Four (4) of the seven (7) lots listed above as long as one of the parcels is Lot 26, or
 - b. Any five (5) of the seven (7) lots listed above.
- P-15. The applicant shall post a bond in a sufficient amount for maintaining, monitoring, and securing the private road for ten (10) years, or until the applicant demonstrates certificates of occupancy for the seven (7) properties (Tract 5643 Lot 26 APN:5309-012-019, Lot 24 APN: 5309-012-017, Lot 22 APN: 5309-012-015, Lot 20 APN: 5309-012-013, Lot 18 APN: 5309-012-011, Lot 18 APN: 5309-012-009, and Lot 16 APN: 5309-012-007), as long as one of the parcels is Lot 26.
- P-16. In the event that no homes are built on the properties listed above (Condition P-11) after ten (10) years, the bond shall be used by the bonding company for the removal of the street improvements.
- P-17. The applicant shall submit a construction management plan for approval by the Building, Planning, and Public Works Departments. The construction management plan shall include, but not be limited to:
- a. A proposed haul route and location of a proposed off-site construction staging area where project construction workers and/or subcontractors will park and equipment will be stored. Equipment and construction staging area shall be located away from adjacent residential uses. Any construction activity that may require closing public roadways shall be identified and mitigation identified as part of the staging plan. The applicant shall obtain input from Public Works to identify haul route and staging area.
 - b. A plan for dust control techniques to be implemented during project construction which shall include, but not be limited to, plans for daily watering of the construction site, limitations on construction hours, and adherence to standard construction practices such as watering of inactive and perimeter areas.

- c. A traffic control plan for the duration of the construction prepared by a licensed civil engineer for approval by the City Engineer. The applicant shall notify businesses and residents impacted by any parking restrictions during construction.
- d. A list of construction equipment, fixed or mobile, showing that all equipment will be equipped with properly operating and maintained mufflers and other state-required noise-attenuation devices.
- e. A plan for limiting the number of noise-generating, heavy-duty off-road construction equipment (e.g., backhoes, dozers, excavators, loaders, rollers, etc.) simultaneously used on the project site within 50 feet of adjacent residential uses surrounding the site to no more than one or two pieces of heavy-duty, off-road equipment to reduce construction noise levels.
- f. A sign, legible at a distance of 50 feet, shall be posted at the Project construction site providing a contact name and a telephone number where residents can inquire about the construction process and register complaints. This sign shall indicate the dates and duration of construction activities. In conjunction with this required posting, a noise disturbance coordinator shall be identified to address construction noise concerns received. The contact name and the telephone number for the noise disturbance coordinator shall be posted on the sign. The coordinator shall be responsible for responding to any local complaints about construction noise and shall notify the City to determine the cause and implement reasonable measures to the complaint, as deemed acceptable by the City.

P-18. If vegetation removal is scheduled during the nesting season (typically February 1 to September 1), then a focused survey for active nests shall be conducted by a qualified biologist (as determined by a combination of academic training and professional experience in biological sciences and related resource management activities) no more than five (5) days prior to the beginning of project-related activities (e.g., excavation, grading, vegetation removal, etc.). Surveys shall be conducted in proposed work areas, staging and storage areas, and soil, equipment, and material stockpile areas. For passerines and small raptors, surveys shall be conducted within a 250-foot radius surrounding the work area (in non-developed areas and where access is feasible). For larger raptors, such as those from the genus *Buteo*, the survey area shall encompass a 500-foot radius. Surveys shall be conducted during weather conditions suited to maximize the observation of possible nests and shall concentrate on areas of suitable habitat. If a lapse in project-related work of five (5) days or longer occurs, an additional nest survey shall be required before work can be reinitiated. If nests are encountered during any preconstruction survey, a qualified biologist shall determine if it may be feasible for construction to continue as planned without impacting the success of the nest, depending on conditions specific to each nest and the relative location and rate of construction activities. Any nest(s) within the Project Site shall be monitored by a qualified biologist during active construction if work is occurring directly adjacent to the pre-determined no-work buffer. If the qualified biologist determines construction activities have potential to adversely affect a nest, the biologist shall immediately inform the construction

manager to halt construction activities within a minimum exclusion buffer, depending on species and location. Construction activities within the no-work buffer may proceed after a qualified biologist determines the nest is no longer active due to natural causes (e.g. young have fledged, predation, or other non-anthropogenic nest failure).

- P-19. The applicant shall reimburse the City for any damage to City property associated with clearing, grading, earth moving, or excavation operations. Prior to the issuance of a grading permit, the applicant will deposit funds or bond for an amount as determined by the Director of Public Works.

- P-20. The applicant shall participate in a pre-construction meeting with property owners directly adjacent to the private street, the City of South Pasadena Planning and Building Divisions and Public Works Department, and Southern California Edison, to ensure all parties involved are aware of when construction will occur, what to expect, and to identify potential conflicts to eliminate otherwise unanticipated problems prior to the start of grading.

- P-21. The street naming of the private street shall be approved by the City of South Pasadena Public Works and the City of Los Angeles Bureau of Engineering.

Prior to Final Inspection

- P-22. The applicant shall install all landscaping and irrigation per the approved final landscape plans pursuant to the City's Water Efficient Landscape Ordinance (SPMC Section 35.50). The applicant shall provide documentations as required under SPMC Section 35.50, which shall include, but not limited to the following:
 - a. A Certification of Completion certifying that landscape and irrigation have been installed per the approved final landscape plan and complies with the City Water Efficient Landscape Ordinance.

 - b. A Landscape Irrigation Audit Report from a certified landscape irrigation auditor shall be submitted to the City. The landscape irrigation audit shall not be conducted by the person who designed the landscape or installed the landscape irrigation.

PUBLIC WORKS DEPARTMENT

General Conditions

- PW-1. The applicant shall obtain City approval for any modifications or revisions to the approval of this project. Deviations not identified on the plans may not be approved by the City, potentially resulting in the need for the project to be redesigned.

- PW-2. The applicant shall provide a copy of a current Title Report (within the last 60 days). The applicant shall show all easements per the Title Report to the satisfaction of the Public Works Department. Any conflict with existing easements resulting in the site being redesigned potentially requires a minor change or amendment approval by Planning Commission.
- PW-3. The applicant shall pay all applicable City and Los Angeles County fees, including Public Works Department permit fees per the current adopted Master Fee Schedule which can be found on the City's website. The applicant shall provide receipts of all applicable fees paid prior to the issuance of permits.
- PW-4. The applicant shall be responsible for all costs incurred by the City for the use of professional services or consultants in the review, investigation, and or plan check by Planning and Building, and Public Works Departments, which include construction plans, landscape plans, improvement plans, construction management plan, traffic control plans, and street improvement plans. The applicant shall deposit monies into an approved project account from which the City shall draw funds to pay for said professional services.

Grading Conditions

- PW-5. The applicant shall provide a detailed drainage plan signed and stamped by a CA licensed civil engineer. Cross lot drainage is not permitted. Provide a copy of the approved plan from the Building & Safety Department. The street improvement plan needs to address storm water runoff from the road.
- PW-6. The applicant shall comply with all requirements of the City of South Pasadena Low Impact Development (LID) Ordinance. The applicant shall include the necessary Best Management Practices (BMP) measures and a Standard Urban Storm Water Mitigation Plan (SUSMP) for construction and post-construction phases as part of the LID plan per SPMC Section 23.14. Provide a copy of the approved plan from the Building & Safety Department.
- PW-7. The applicant shall provide a copy of the Notice of Intent (NOI), a Waste Discharge Identification Number (WDID), and a Storm Water Pollution Prevention Plan (SWPPP) developed by a certified Qualified SWPPP Developer (QSD) per SPMC Section 23.12(b). Provide a copy of the approved plan from the Building & Safety Department.
- PW-8. Prior to issuance of a grading permit, the applicant shall provide an erosion control plan for dust control techniques to be implemented during project construction which shall include, but not be limited to, use of appropriate BMPs, plans for daily watering of the construction site, limitations on construction hours, and adherence to standard construction practices such as watering of inactive and perimeter areas.

Utility Conditions

- PW-9. Provide a 24-hour emergency contact number for the applicant and contact information of all utility agencies involved/impacted/potentially impacted by this project on the title sheet of the plans.
- PW-10. Water and sewer utilities shall be provided by the City of Los Angeles. Show the location and area of trench sections for the proposed sewer and water lines connection within the private street including trench restoration detail and all utility points of connections (POC). The City of South Pasadena will not provide water and sewer utilities.
- PW-11. Provide a copy of an approval letter and receipt for the sewer connection fee from the Los Angeles County Sanitation District (LACSD). A copy of the receipt for any fees to be paid must be submitted before permit issuance.
- PW-12. Provide clearance letter from utility companies for any proposed relocation of utility lines that encroach on the properties prior to obtaining permits for the project.
- PW-13. Improvement plans for underground utilities (i.e. water, sewer, gas, electrical, telecommunications, etc.) to be placed in the private street or easement that will be owned and maintained by other entities shall be reviewed by the City prior to Utility Agency approval.
- PW-14. The Developer shall execute and provide to the City, a written statement from the water, sewer, electrical, and gas purveyor indicating that each system will be owned, operated, and maintained by the purveyor and that under normal condition, the system(s) will meet the requirements for the development and that each service will be provided to each building.

Street Improvements Conditions

- PW-15. Show the existing grade, location, and dimensions of all existing and proposed conditions within street improvements including, but not limited to: curb and gutter, sidewalk, driveway, traffic striping, signage, utilities, lighting, landscaping, storm drain facilities, trees, and other features.
- PW-16. The proposed street improvement plans shall be prepared by a Registered Civil Engineer and provide the proposed cross slope for Moffat Street and the plan and profile for Moffat Street including center of the street, northerly curb and flow lines, southerly curb and flow lines. The applicant shall submit a final geotechnical report with the street improvement plans.
- PW-17. All flood control plans to be reviewed by the City or the Los Angeles County Flood Control District shall be submitted through the City of South Pasadena, unless otherwise directed by the City Engineer. For projects requiring LACFCD review, the developer shall pay the appropriate fees to LACFCD.

- PW-18. The applicant shall record a covenant or other instrument acceptable to the City that runs with the land for the private street including sidewalks, lighting, trees, landscaping (including irrigation system), irrigation, curb, gutter, drainage, utilities, storm water treatment devices, etc. shall be maintained in perpetuity by a designated entity. This covenant other instrument acceptable to the City shall be reviewed and approved by the Public Works Department and the City Attorney and a fully executed covenant, in recordable form, shall be provided to the City prior to obtaining a permit.
- PW-19. The street improvement plan shall include street lighting for the street and sidewalk in accordance with the most recent edition of the Illuminating Engineering Society of North America (IESNA) and American Association of State Highway and Transportation Official (AASHTO) Roadway Lighting Design Guide standards. The level of outdoor lighting to shall have no direct light or excess glare onto the adjacent neighbors.
- PW-20. Prior to final inspection, provide a street name sign at the property line stating the name of the street, range of address, and a clear indicator that this is a private street.
- PW-21. Prior to final inspection, the applicant shall submit a letter from the Engineer and Landscape Architect of record that the final street improvements, drainage, street lighting, and landscaping conforms to the approved plans.

Tree Conditions

- PW-22. Show all existing and proposed trees (including parkway trees), including size and species, and indicate their disposition. The applicant shall show methods of protecting existing onsite and on the parkway trees during construction on the plans. The applicant shall submit an arborist report for all trees (including parkway trees) at project completion to the City, demonstrating that all protection methods were followed and document the tree disposition after construction.
- PW-23. Tree removals associated with development shall only be conditionally approved subject to the applicant receiving their development building permit, paying all fees associated with the tree removal as established by resolution of the city council, and paying a deposit in the amount of \$5,360 for the 16 replacement trees. Upon the planning review authority's approval of the development application and satisfaction of all conditions of approval, and payment of all required fees, the applicant shall be issued a tree removal permit.
- PW-24. Replacement trees shall be planted per SPMC section 34.12-5 (b). The applicant is required to plant 16 replacement trees based on the trees proposed for removal. The South Pasadena Public Works Department shall inspect the replacement trees before being planted.
- PW-25. Upon the applicant's proof to the city's satisfaction that the applicant has complied with the approved tree replacement plan, the city shall reimburse the applicant's replacement tree deposit. Should the applicant fail to plant any replacement trees per the approved replacement tree plan, the city shall retain the amount of the

replacement tree deposit necessary to cover the cost to plant any required replacement trees in alternative locations within the city (public right-of-way, park, etc.), as permitted by SPMC chapter 34.

- PW-26. No trees shall be removed from the site until Tree Removal Permits are issued.
- PW-27. Trees planted adjacent to the private street will be private trees to be maintained (including trimming) under the recorded covenant or other instrument acceptable to the City.

Encroachment Conditions

- PW-28. The applicant shall provide a construction schedule for each stage of any major activities (i.e. demolition, grading, material delivery, etc.) and the timing of special access if necessary, as it relates to site staging, traffic, and access. If there are any changes to the construction schedule, the applicant shall submit a revised schedule to the Public Works Department.
- PW-29. The applicant shall provide a haul route map, traffic control plan, on-site staging plan, and indicate a contractor parking location to the Public Works Department for review and approval prior to issuance of permits. All vehicles including workers' vehicles shall not be parked near the construction site. Provide a shuttle service if necessary. Any construction activity that may require roadway closures will require a traffic control plan prepared by a CA licensed civil or traffic engineer or a C-31 licensed contractor to be submitted for review. All street closures will require an encroachment permit from the Public Works Department.
- PW-30. The applicant shall post temporary "No Parking " signs along the entire length of the property prior to the start of any construction. The temporary "No Parking" signs shall be covered at the end of each working day and uncovered at the start of the following working day prior to any construction activity. If two-way traffic cannot be accommodated, a traffic control plan depicting the use of flagmen and/or detouring shall be submitted for review.
- PW-31. No overnight storage of materials or equipment within the public right-of-way shall be permitted.
- PW-32. Temporary bins (low boy) will be "roll off" style to be provided by Athens Services. Athens Services has an exclusive agreement with the City for the provision of trash removal services: only Athens dumpsters can be used. Any dumpsters placed on the roadway shall require a protective barrier underneath (such as plywood) to protect the pavement. The applicant shall obtain dumpster permit from the Public Works Department.
- PW-33. The applicant shall be responsible for posting a project sign at the entrance to the project site displaying the City's construction hours per SPMC Section 19A.13. The project sign shall be 24" x 36" and made of durable weather-resistant material. The applicant shall provide a 24-hour emergency contact number for the designated

contact who will be responsible for maintaining the project site during the all stages of construction until the project is complete.

BUILDING AND SAFETY DIVISION:

General conditions

- BD-1. The second sheet of building and grading plans is to list all conditions of approval and to include a copy of the Planning Commission Decision letter. This information shall be incorporated into the plans prior to the first submittal for plan check.
- BD-2. Prior to the application of a building or grading permit, a preliminary Geotechnical report that specifically identifies and proposes mitigation measures for any soils or geological problems that may affect site stability or structural integrity shall be approved by the Building Official or his/her designee. The applicant shall reimburse the City for all costs incurred to have the project soils report evaluated by an independent, third-party, peer-level soils and /or geological engineer. Approval letter of the geotechnical report review shall be copied and pasted on the first sheet of building and grading plans.
- BD-3. A geotechnical and soils investigation report is required, the duties of the soils engineer of record, as indicated on the first sheet of the approved plans, shall include the following:
 - a) Observation of cleared areas and benches prepared to receive fill;
 - b) Observation of the removal of all unsuitable soils and other materials;
 - c) The approval of soils to be used as fill material;
 - d) Inspection of compaction and placement of fill;
 - e) The testing of compacted fills; and
 - f) The inspection of review of drainage devices.
- BD-4. The geotechnical and soils engineer shall review and approve the project grading and foundation plans to show compliance that their recommendations have been properly implemented.
- BD-5. The owner shall retain the soils engineer preparing the Preliminary Soils and/or Geotechnical Investigation accepted by the City for observation of all grading, site preparation, and compaction testing. Observation and testing shall not be performed by another soils and/or geotechnical engineer unless the subsequent soils and/or geotechnical engineer submits and has accepted by Building Division, a new Preliminary Soils and/or Geotechnical Investigation.
- BD-6. At the time of plan submittal, the PDF copy of the soils report shall be provided by the applicant.

- BD-7. A grading and drainage plan shall be approved prior to issuance of the building permit. The grading and drainage plan shall indicate how all storm drainage including contributory drainage from the existing development in the subject site is carried to the public right-of-way or drainage structure approved to receive storm water.
- BD-8. Grading work and drainage shall be designed and constructed in accordance with applicable provisions in Appendix J as part of Los Angeles County Building Code.
- BD-9. Drainage patterns within the proposed street shall be designed to the extent possible to resemble those in the pre-development stage and be supported by hydrology/hydraulic calculations based on the current Los Angeles County 50-Year, 24 Hour Isohyet. Should the drainage flows cross property lines or city boundaries which existed prior to grading, the post-development drainage shall continue to follow this pattern without exceeding the existing drainage flow in accordance with Section J109.4. Excess or concentrated drainage and its disposal at the existing segment of the Moffat Street is strictly prohibited.
- BD-10. Separate plan review and permit is required for each detached retaining wall.
- BD-11. Retaining wall structural calculations prepared under the direction of a civil engineer or structural engineer shall be provided.
- BD-12. In accordance with paragraph 5538(b) of the California Business and Professions Code, grading and retaining wall plans are to be prepared and stamped by a licensed civil engineer.
- BD-13. The building/grading permit will not be issued until all project property boundaries affected by the proposal has been surveyed and marked by a land surveyor licensed by the State of California.
- BD-14. Rough grading inspection will not be made until the excavation has been surveyed and the easement boundaries have been determined in accordance with the approved plans by a land surveyor licensed by the State of California. THIS NOTE IS TO BE PLACED ON THE FOUNDATION PLAN IN A PROMINENT LOCATION.
- BD-15. No form work or other construction materials will be permitted to encroach into adjacent property without written approval of the affected property owner.
- BD-16. Prior to the issuance of building permit, a written consent shall be obtained from the current easement holder(s) for any proposed development encroaching into existing easement(s).

FIRE DEPARTMENT:

- FD-1. The private street shall meet the following slope requirements:
 - a. The turn-around landing at the west end of the street cannot have a slope greater than 3%; and

- b. The average slope of the entire private street cannot be greater than 17% from the top of the turn-around landing to the bottom of the private street; and
- c. The maximum slope for any portion of the private driveway shall not exceed 20%.

ATTACHMENT 2
Redline Version of Conditions of Approval

EXHIBIT “A”
CONDITIONS OF APPROVAL
Hillside Development Permit and Tree Removal Permit

PROJECT NO. 2355-Appeal of the Planning Commission’s
Approval of Project No. 2191-HDP/TRP
Moffat Street Extension

On ~~October 24~~November 18, 2020, the City Council upheld the Planning Commission’s approval of Project No. 2191-HDP/TRP. Therefore, the following approval is granted for the land as described in the application and any attachments thereto, as shown on the development plans submitted to and approved by the Planning Commission on August 11, 2020:

- A. **Hillside Development Permit** for the street design of an extension of Moffat Street, which will be a private street extending westward from the northern end of Lowell Avenue to allow access to seven lots in Los Angeles; and
- B. **Tree Permit** for the removal of five (5) trees and planting of 16 trees for the proposed private street development. The Tree Permit was reviewed by the Public Works Department and was recommended for approval to the Planning Commission.

PLANNING DIVISION:

General Conditions

- P-1. No construction traffic relating to the project shall occur on South Pasadena streets except for the proposed private street.
- P-2. This approval and all rights hereunder shall terminate within twelve (12) months of the effective date of their approval by the Planning Commission unless otherwise conditioned and/or unless action is taken to secure Building Permits and maintain active Building Permits with the Building Division beginning with the submittal of the plans for Plan Check review.
- P-3. Approval by the Planning Commission does not constitute a building permit or authorization to begin any construction. All appropriate permits issued by the South Pasadena Public Works Department and Building Division must be obtained prior to construction, enlargement, relocation, conversion or demolition of any building or structure on any of the project site.
- P-4. All other requirements of any law, ordinance, or regulation of the State of California, City of South Pasadena, and any other government entity shall be complied with.
- P-5. Compliance with and execution of all conditions listed herein shall be necessary prior to obtaining any final inspection clearance and/or prior to obtaining any final clearance.
- P-6. The applicant and each successor in interest to the property which is the subject of

this project approval, shall defend, indemnify and hold harmless the City of South Pasadena and its agents, officers and employees from any claim, action or proceeding against the City or its agents, officers or employees to attack, set aside, void or annul any approval of the City, City Council or City Planning Commission concerning this use.

- P-7. The applicant shall be responsible for all costs incurred by the City for the use of professional services or consultants in the review and investigation by Planning and Public Works, which include landscape plans, construction management plan, traffic control plans, and street and off-site improvement plans. The initial Building Construction plan check fee will cover the initial plan check and one recheck only. Additional review required beyond the first recheck shall be paid for on an hourly basis in accordance with the current fee schedule. The applicant shall deposit monies into an approved project account from which the City shall draw funds to pay for said professional services.
- P-8. If subsurface artifacts are unearthed during construction activities, the Applicant shall comply with California Public Resources Code (PRC) Section 21083.2, which specifies the protocol to be followed should cultural resources be discovered during excavation, grading, or construction activities. Should that process determine that any artifacts found are tribal in origin, ground-disturbance activity shall cease, and the City shall notify the tribes known to be affiliated with the Project area to initiate development of a tribal cultural resource (TCR) monitoring plan. Construction of the proposed Project shall adhere to California Health and Safety Code Section 7050.5, which states that if human remains are encountered, no further disturbance shall occur until the Los Angeles County Coroner has made a determination of origin and disposition pursuant to PRC Section 5097.98. The Los Angeles County Coroner must be notified of the find immediately. If the human remains are determined to be prehistoric, the Coroner will notify the NAHC, which will determine and notify a Most Likely Descendant (MLD). The MLD shall complete the inspection of the site within 48 hours of notification and may recommend scientific removal and non-destructive analysis of human remains and items associated with Native American burials.
- P-9. The hours of construction shall be limited to 8:00 am through 7:00 pm Monday through Friday; 9:00 am through 7:00 pm on Saturday; and 10:00 am through 6:00 pm on Sunday.
- P-10. The clearing, grading, earth moving, or excavation operations that cause excessive fugitive dust emissions shall be controlled by regular water or other dust preventive measures using the following procedures:
- a. All material excavated or graded shall be sufficiently watered to prevent excessive amounts of dust. Watering shall occur at least twice daily with complete coverage, preferable in the late morning and after work is done for the day;
 - b. All material transported on-site or off-site shall be either sufficiently watered or securely covered to prevent excessive amounts of dust;
 - c. The area disturbed by clearing, grading, earth moving, or excavation operations

shall be minimized so as to prevent excessive amounts of dust; and

- d. Visible dust beyond the property line emanating from the project shall be prevented to the maximum extent feasible.

Street Improvement Plans

(Street Design)

P-11. Provide revised street improvement plans for the private street for review and approval by the Planning Director and Public Works Director. The plans shall show and demonstrate the following:

- Change the 5-foot wide sidewalk adjacent to the 6-foot high retaining wall along the Southern California Edison (SCE) easement at the northern portion of the street to be a 2-foot wide landscape area with climbing vines;
- Provide landscaping with climbing vines for the entire length of the northern retaining wall;
- A red, "No Parking" curb along the southern side at the eastern end of the private street (adjacent to 4519 Lowell Avenue). The length of the red curb shall be determined by the City of South Pasadena Public Works Director and the City of Los Angeles/City of South Pasadena Fire Department to ensure appropriate clearance for fire truck access;
- The street design shall not create more surcharge load where the existing curved retaining wall (north of the apartment complex) would fail; and
- There shall be no grade change in the western end of the public portion of Moffat Street which abuts the private portion of the street.
- Provide details on the street light pole design to the satisfaction of the City.
- Retaining walls shall not exceed more than six (6) feet in height and must be separated a distance equal to the height of the retaining walls, not to exceed six (6) feet.

P-12. The street improvement plan shall not be approved until the following documentations are provided to the satisfaction of Director of Planning and Community Development and the Director of Public Works:

- a. Documentation from the City of Los Angeles demonstrating approval for the private street connection to Lowell Avenue.
- b. Documentation from the City of Los Angeles that a preliminary development plans (site plan and elevations) for the construction of all seven (7) lots have been reviewed by the City of Los Angeles Planning and confirmation that the plans as presented will not be subject to discretionary review.
- c. A covenant or other instrument that runs with the land specifying maintenance of the private street, including landscaping and irrigation, in perpetuity by a designated entity.

Prior to Issuance of Grading Permit

~~P-13.~~ P-13. The applicant shall record the approved street design along with a covenant or other instrument acceptable to the City that runs with the land specifying maintenance of the private street, including landscaping and irrigation, in perpetuity by a designated entity.

~~P-11.~~ P-14. The ~~developer~~ applicant shall demonstrate that they received approved building permits from the City of Los Angeles post a bond in a sufficient amount for maintaining, monitoring, and securing the private road for ten (10) years, or until the applicant demonstrates certificates of occupancy for the seven (7) properties (Tract 5643 Lot 26 APN:5309-012-019, Lot 24 APN: 5309-012-017, Lot 22 APN: 5309-012-015, Lot 20 APN: 5309-012-013, Lot 18 APN: 5309-012-011, Lot 18 APN: 5309-012-009, and Lot 16 APN: 5309-012-007) in either of the following combinations:

- a. ~~Three~~ Four (34) of the seven (7) lots listed above as long as one of the parcels is Lot 26, or
- b. Any four (45) of the seven (7) lots listed above.

~~P-15.~~ P-15. The applicant shall post a bond in a sufficient amount for maintaining, monitoring, and securing the private road for ten (10) years, or until the applicant demonstrates certificates of occupancy for the seven (7) properties (Tract 5643 Lot 26 APN:5309-012-019, Lot 24 APN: 5309-012-017, Lot 22 APN: 5309-012-015, Lot 20 APN: 5309-012-013, Lot 18 APN: 5309-012-011, Lot 18 APN: 5309-012-009, and Lot 16 APN: 5309-012-007), as long as one of the parcels is Lot 26.

~~P-12.~~ The developer shall submit preliminary development plans (site plan and elevations) for the construction of either combination of properties reference in Condition P-11 to the City of Los Angeles Planning and provide documentation from the City of Los Angeles confirming that the plans as presented will not be subject to discretionary review.

~~P-13.~~ P-16. In the event that no homes are built on the properties listed above (Condition P-11) after ten (10) years, the bond shall be used by the bonding company for the removal of the street improvements.

~~P-14.~~ Provide revised street improvement plans for the private street for review and approval by the Planning Director and Public Works Director. The plans shall show and demonstrate the following:

- ~~• Change the 5 foot wide sidewalk adjacent to the 6 foot high retaining wall along the Southern California Edison (SCE) easement at the northern portion of the street to be a 2 feet wide landscape area with climbing vines;~~
- ~~• Provide landscaping with climbing vines for the entire length of the northern retaining wall;~~
- ~~• A red, "No Parking" curb along the southern side at the eastern end of the private street (adjacent to 4519 Lowell Avenue). The length of the red curb shall be determined by the City of South Pasadena Public Works Director and the~~

~~City of Los Angeles/City of South Pasadena Fire Department to ensure appropriate clearance for fire truck access;~~

- ~~• The street design shall not create more surcharge load where the existing curved retaining wall (north of the apartment complex) would fail; and~~
- ~~• There shall be no grade change in the western end of the public portion of Moffat Street which abuts the private portion of the street.~~

~~P-15. Retaining walls shall not exceed more than six (6) feet in height and must be separated a distance equal to the height of the retaining walls, not to exceed six (6) feet.~~

~~P-16-P-17.~~ The applicant shall submit a construction management plan for approval by the Building, Planning, and Public Works Departments. The construction management plan shall include, but not be limited to:

- A proposed haul route and location of a proposed off-site construction staging area where project construction workers and/or subcontractors will park and equipment will be stored. Equipment and construction staging area shall be located away from adjacent residential uses. Any construction activity that may require closing public roadways shall be identified and mitigation identified as part of the staging plan. The applicant shall obtain input from Public Works to identify haul route and staging area.
- A plan for dust control techniques to be implemented during project construction which shall include, but not be limited to, plans for daily watering of the construction site, limitations on construction hours, and adherence to standard construction practices such as watering of inactive and perimeter areas.
- A traffic control plan for the duration of the construction prepared by a licensed civil engineer for approval by the City Engineer. The applicant shall notify businesses and residents impacted by any parking restrictions during construction.
- A list of construction equipment, fixed or mobile, showing that all equipment will be equipped with properly operating and maintained mufflers and other state-required noise-attenuation devices.
- A plan for limiting the number of noise-generating, heavy-duty off-road construction equipment (e.g., backhoes, dozers, excavators, loaders, rollers, etc.) simultaneously used on the project site within 50 feet of adjacent residential uses surrounding the site to no more than one or two pieces of heavy-duty, off-road equipment to reduce construction noise levels.
- A sign, legible at a distance of 50 feet, shall be posted at the Project construction site providing a contact name and a telephone number where residents can inquire about the construction process and register complaints. This sign shall indicate the dates and duration of construction activities. In conjunction with this required posting, a noise disturbance coordinator shall be identified to address construction noise concerns received. The contact name and the telephone

number for the noise disturbance coordinator shall be posted on the sign. The coordinator shall be responsible for responding to any local complaints about construction noise and shall notify the City to determine the cause and implement reasonable measures to the complaint, as deemed acceptable by the City.

~~P-17.~~P-18. If vegetation removal is scheduled during the nesting season (typically February 1 to September 1), then a focused survey for active nests shall be conducted by a qualified biologist (as determined by a combination of academic training and professional experience in biological sciences and related resource management activities) no more than five (5) days prior to the beginning of project-related activities (e.g., excavation, grading, vegetation removal, etc.). Surveys shall be conducted in proposed work areas, staging and storage areas, and soil, equipment, and material stockpile areas. For passerines and small raptors, surveys shall be conducted within a 250-foot radius surrounding the work area (in non-developed areas and where access is feasible). For larger raptors, such as those from the genus *Buteo*, the survey area shall encompass a 500-foot radius. Surveys shall be conducted during weather conditions suited to maximize the observation of possible nests and shall concentrate on areas of suitable habitat. If a lapse in project-related work of five (5) days or longer occurs, an additional nest survey shall be required before work can be reinitiated. If nests are encountered during any preconstruction survey, a qualified biologist shall determine if it may be feasible for construction to continue as planned without impacting the success of the nest, depending on conditions specific to each nest and the relative location and rate of construction activities. Any nest(s) within the Project Site shall be monitored by a qualified biologist during active construction if work is occurring directly adjacent to the pre-determined no-work buffer. If the qualified biologist determines construction activities have potential to adversely affect a nest, the biologist shall immediately inform the construction manager to halt construction activities within a minimum exclusion buffer, depending on species and location. Construction activities within the no-work buffer may proceed after a qualified biologist determines the nest is no longer active due to natural causes (e.g. young have fledged, predation, or other non-anthropogenic nest failure).

~~P-18.~~P-19. The applicant shall reimburse the City for any damage to City property associated with clearing, grading, earth moving, or excavation operations. Prior to the issuance of a grading permit, the applicant will deposit funds or bond for an amount as determined by the Director of Public Works.

~~P-19.~~ ~~The applicant shall provide details on the street light pole design to the satisfaction of the Planning Director.~~

P-20. The applicant shall participate in a pre-construction meeting with property owners directly adjacent to the private street, the City of South Pasadena Planning and Building Divisions and Public Works Department, and Southern California Edison, to ensure all parties involved are aware of when construction will occur, what to expect, and to identify potential conflicts to eliminate otherwise unanticipated problems prior to the start of grading.

P-21. ~~The applicant shall provide documentation demonstrating approval from the City of Los Angeles for the private street connection to Lowell Avenue. Street naming of the private street shall be approved by the City of South Pasadena Public Works and the City of Los Angeles Bureau of Engineering.~~

Prior to Final Inspection

P-22. The applicant shall install all landscaping and irrigation per the approved final landscape plans pursuant to the City’s Water Efficient Landscape Ordinance (SPMC Section 35.50). The applicant shall provide documentations as required under SPMC Section 35.50, which shall include, but not limited to the following:

- a. A Certification of Completion certifying that landscape and irrigation have been installed per the approved final landscape plan and complies with the City Water Efficient Landscape Ordinance.
- b. A Landscape Irrigation Audit Report from a certified landscape irrigation auditor shall be submitted to the City. The landscape irrigation audit shall not be conducted by the person who designed the landscape or installed the landscape irrigation.

~~P-23. The applicant shall record a covenant or other instrument acceptable to the City that runs with the land specifying the following:~~

- ~~a. All common open space areas, both residential and commercial, including all courts, paseos, pedestrian access, all private water, drainage, and sewer, facilities; storm water treatment devices, landscaping within designated landscape areas (including irrigation system), and community mailboxes, etc. shall be maintained in perpetuity by a designated entity.~~

PUBLIC WORKS DEPARTMENT

General Conditions

- PW-1. The applicant shall obtain City approval for any modifications or revisions to the approval of this project. Deviations not identified on the plans may not be approved by the City, potentially resulting in the need for the project to be redesigned.
- PW-2. The applicant shall provide a copy of a current Title Report (within the last 60 days). The applicant shall show all easements per the Title Report to the satisfaction of the Public Works Department. Any conflict with existing easements resulting in the site being redesigned potentially requires a minor change or amendment approval by Planning Commission.
- PW-3. The applicant shall pay all applicable City and Los Angeles County fees, including Public Works Department permit fees per the current adopted Master Fee Schedule which can be found on the City’s website. The applicant shall provide receipts of all applicable fees paid prior to the issuance of permits.

- PW-4. The applicant shall be responsible for all costs incurred by the City for the use of professional services or consultants in the review, investigation, and or plan check by Planning and Building, and Public Works Departments, which include construction plans, landscape plans, improvement plans, construction management plan, traffic control plans, and street improvement plans. The applicant shall deposit monies into an approved project account from which the City shall draw funds to pay for said professional services.

Grading Conditions

- PW-5. The applicant shall provide a detailed drainage plan signed and stamped by a CA licensed civil engineer. Cross lot drainage is not permitted. Provide a copy of the approved plan from the Building & Safety Department. The street improvement plan needs to address storm water runoff from the road.
- PW-6. The applicant shall comply with all requirements of the City of South Pasadena Low Impact Development (LID) Ordinance. The applicant shall include the necessary Best Management Practices (BMP) measures and a Standard Urban Storm Water Mitigation Plan (SUSMP) for construction and post-construction phases as part of the LID plan per SPMC Section 23.14. Provide a copy of the approved plan from the Building & Safety Department.
- PW-7. The applicant shall provide a copy of the Notice of Intent (NOI), a Waste Discharge Identification Number (WDID), and a Storm Water Pollution Prevention Plan (SWPPP) developed by a certified Qualified SWPPP Developer (QSD) per SPMC Section 23.12(b). Provide a copy of the approved plan from the Building & Safety Department.
- PW-8. Prior to issuance of a grading permit, the applicant shall provide an erosion control plan for dust control techniques to be implemented during project construction which shall include, but not be limited to, use of appropriate BMPs, plans for daily watering of the construction site, limitations on construction hours, and adherence to standard construction practices such as watering of inactive and perimeter areas.

Utility Conditions

- PW-9. Provide a 24-hour emergency contact number for the applicant and contact information of all utility agencies involved/impacted/potentially impacted by this project on the title sheet of the plans.
- PW-10. Water and sewer utilities shall be provided by the City of Los Angeles. Show the location and area of trench sections for the proposed sewer and water lines connection within the private street including trench restoration detail and all utility points of connections (POC). The City of South Pasadena will not provide water and sewer utilities.
- PW-11. Provide a copy of an approval letter and receipt for the sewer connection fee from the Los Angeles County Sanitation District (LACSD). A copy of the receipt for any fees to be paid must be submitted before permit issuance.

- PW-12. Provide clearance letter from utility companies for any proposed relocation of utility lines that encroach on the properties prior to obtaining permits for the project.
- PW-13. Improvement plans for underground utilities (i.e. water, sewer, gas, electrical, telecommunications, etc.) to be placed in the private street or easement that will be owned and maintained by other entities shall be reviewed by the City prior to Utility Agency approval.
- PW-14. The Developer shall execute and provide to the City, a written statement from the water, sewer, electrical, and gas purveyor indicating that each system will be owned, operated, and maintained by the purveyor and that under normal condition, the system(s) will meet the requirements for the development and that each service will be provided to each building.

Street Improvements Conditions

- PW-15. Show the existing grade, location, and dimensions of all existing and proposed conditions within street improvements including, but not limited to: curb and gutter, sidewalk, driveway, traffic striping, signage, utilities, lighting, landscaping, storm drain facilities, trees, and other features.
- PW-16. The proposed street improvement plans shall be prepared by a Registered Civil Engineer and provide the proposed cross slope for Moffat Street and the plan and profile for Moffat Street including center of the street, northerly curb and flow lines, southerly curb and flow lines. The applicant shall submit a final geotechnical report with the street improvement plans.
- PW-17. All flood control plans to be reviewed by the City or the Los Angeles County Flood Control District shall be submitted through the City of South Pasadena, unless otherwise directed by the City Engineer. For projects requiring LACFCD review, the developer shall pay the appropriate fees to LACFCD.
- PW-18. The applicant shall record a covenant or other instrument acceptable to the City that runs with the land for the private street including sidewalks, lighting, trees, landscaping (including irrigation system), irrigation, curb, gutter, drainage, utilities, storm water treatment devices, etc. shall be maintained in perpetuity by a designated entity. This covenant other instrument acceptable to the City shall be reviewed and approved by the Public Works Department and the City Attorney and a fully executed covenant, in recordable form, shall be provided to the City prior to obtaining a permit.
- PW-19. The street improvement plan shall include street lighting for the street and sidewalk in accordance with the most recent edition of the Illuminating Engineering Society of North America (IESNA) and American Association of State Highway and Transportation Official (AASHTO) Roadway Lighting Design Guide standards. The level

of outdoor lighting to shall have no direct light or excess glare onto the adjacent neighbors.

- PW-20. Prior to final inspection, provide a street name sign at the property line stating the name of the street, range of address, and a clear indicator that this is a private street.
- PW-21. Prior to final inspection, the applicant shall submit a letter from the Engineer and Landscape Architect of record that the final street improvements, drainage, street lighting, and landscaping conforms to the approved plans.

Tree Conditions

- PW-22. Show all existing and proposed trees (including parkway trees), including size and species, and indicate their disposition. The applicant shall show methods of protecting existing onsite and on the parkway trees during construction on the plans. The applicant shall submit an arborist report for all trees (including parkway trees) at project completion to the City, demonstrating that all protection methods were followed and document the tree disposition after construction.
- PW-23. Tree removals associated with development shall only be conditionally approved subject to the applicant receiving their development building permit, paying all fees associated with the tree removal as established by resolution of the city council, and paying a deposit in the amount of \$5,360 for the 16 replacement trees. Upon the planning review authority's approval of the development application and satisfaction of all conditions of approval, and payment of all required fees, the applicant shall be issued a tree removal permit.
- PW-24. Replacement trees shall be planted per SPMC section 34.12-5 (b). The applicant is required to plant 16 replacement trees based on the trees proposed for removal. The South Pasadena Public Works Department shall inspect the replacement trees before being planted.
- PW-25. Upon the applicant's proof to the city's satisfaction that the applicant has complied with the approved tree replacement plan, the city shall reimburse the applicant's replacement tree deposit. Should the applicant fail to plant any replacement trees per the approved replacement tree plan, the city shall retain the amount of the replacement tree deposit necessary to cover the cost to plant any required replacement trees in alternative locations within the city (public right-of-way, park, etc.), as permitted by SPMC chapter 34.
- PW-26. No trees shall be removed from the site until Tree Removal Permits are issued.
- PW-27. Trees planted adjacent to the private street will be private trees to be maintained (including trimming) under the recorded covenant or other instrument acceptable to the City.

Encroachment Conditions

- PW-28. The applicant shall provide a construction schedule for each stage of any major activities (i.e. demolition, grading, material delivery, etc.) and the timing of special access if necessary, as it relates to site staging, traffic, and access. If there are any changes to the construction schedule, the applicant shall submit a revised schedule to the Public Works Department.
- PW-29. The applicant shall provide a haul route map, traffic control plan, on-site staging plan, and indicate a contractor parking location to the Public Works Department for review and approval prior to issuance of permits. All vehicles including workers' vehicles shall not be parked near the construction site. Provide a shuttle service if necessary. Any construction activity that may require roadway closures will require a traffic control plan prepared by a CA licensed civil or traffic engineer or a C-31 licensed contractor to be submitted for review. All street closures will require an encroachment permit from the Public Works Department.
- PW-30. The applicant shall post temporary "No Parking " signs along the entire length of the property prior to the start of any construction. The temporary "No Parking" signs shall be covered at the end of each working day and uncovered at the start of the following working day prior to any construction activity. If two-way traffic cannot be accommodated, a traffic control plan depicting the use of flagmen and/or detouring shall be submitted for review.
- PW-31. No overnight storage of materials or equipment within the public right-of-way shall be permitted.
- PW-32. Temporary bins (low boy) will be "roll off" style to be provided by Athens Services. Athens Services has an exclusive agreement with the City for the provision of trash removal services: only Athens dumpsters can be used. Any dumpsters placed on the roadway shall require a protective barrier underneath (such as plywood) to protect the pavement. The applicant shall obtain dumpster permit from the Public Works Department.
- PW-33. The applicant shall be responsible for posting a project sign at the entrance to the project site displaying the City's construction hours per SPMC Section 19A.13. The project sign shall be 24" x 36" and made of durable weather-resistant material. The applicant shall provide a 24-hour emergency contact number for the designated contact who will be responsible for maintaining the project site during the all stages of construction until the project is complete.

BUILDING AND SAFETY DIVISION:

General conditions

- BD-1. The second sheet of building and grading plans is to list all conditions of approval and to include a copy of the Planning Commission Decision letter. This information shall be incorporated into the plans prior to the first submittal for plan check.
- BD-2. Prior to the application of a building or grading permit, a preliminary Geotechnical report that specifically identifies and proposes mitigation measures for any soils or

geological problems that may affect site stability or structural integrity shall be approved by the Building Official or his/her designee. The applicant shall reimburse the City for all costs incurred to have the project soils report evaluated by an independent, third-party, peer-level soils and /or geological engineer. Approval letter of the geotechnical report review shall be copied and pasted on the first sheet of building and grading plans.

- BD-3. A geotechnical and soils investigation report is required, the duties of the soils engineer of record, as indicated on the first sheet of the approved plans, shall include the following:
- a) Observation of cleared areas and benches prepared to receive fill;
 - b) Observation of the removal of all unsuitable soils and other materials;
 - c) The approval of soils to be used as fill material;
 - d) Inspection of compaction and placement of fill;
 - e) The testing of compacted fills; and
 - f) The inspection of review of drainage devices.
- BD-4. The geotechnical and soils engineer shall review and approve the project grading and foundation plans to show compliance that their recommendations have been properly implemented.
- BD-5. The owner shall retain the soils engineer preparing the Preliminary Soils and/or Geotechnical Investigation accepted by the City for observation of all grading, site preparation, and compaction testing. Observation and testing shall not be performed by another soils and/or geotechnical engineer unless the subsequent soils and/or geotechnical engineer submits and has accepted by Building Division, a new Preliminary Soils and/or Geotechnical Investigation.
- BD-6. At the time of plan submittal, the PDF copy of the soils report shall be provided by the applicant.
- BD-7. A grading and drainage plan shall be approved prior to issuance of the building permit. The grading and drainage plan shall indicate how all storm drainage including contributory drainage from the existing development in the subject site is carried to the public right-of-way or drainage structure approved to receive storm water.
- BD-8. Grading work and drainage shall be designed and constructed in accordance with applicable provisions in Appendix J as part of Los Angeles County Building Code.
- BD-9. Drainage patterns within the proposed street shall be designed to the extent possible to resemble those in the pre-development stage and be supported by hydrology/hydraulic calculations based on the current Los Angeles County 50-Year,

24 Hour Isohyet. Should the drainage flows cross property lines or city boundaries which existed prior to grading, the post-development drainage shall continue to follow this pattern without exceeding the existing drainage flow in accordance with Section J109.4. Excess or concentrated drainage and its disposal at the existing segment of the Moffat Street is strictly prohibited.

- BD-10. Separate plan review and permit is required for each detached retaining wall.
- BD-11. Retaining wall structural calculations prepared under the direction of a civil engineer or structural engineer shall be provided.
- BD-12. In accordance with paragraph 5538(b) of the California Business and Professions Code, grading and retaining wall plans are to be prepared and stamped by a licensed civil engineer.
- BD-13. The building/grading permit will not be issued until all project property boundaries affected by the proposal has been surveyed and marked by a land surveyor licensed by the State of California.
- BD-14. Rough grading inspection will not be made until the excavation has been surveyed and the easement boundaries have been determined in accordance with the approved plans by a land surveyor licensed by the State of California. THIS NOTE IS TO BE PLACED ON THE FOUNDATION PLAN IN A PROMINENT LOCATION.
- BD-15. No form work or other construction materials will be permitted to encroach into adjacent property without written approval of the affected property owner.
- BD-16. Prior to the issuance of building permit, a written consent shall be obtained from the current easement holder(s) for any proposed development encroaching into existing easement(s).

FIRE DEPARTMENT:

- FD-1. The private street shall meet the following slope requirements:
 - a. The turn-around landing at the west end of the street cannot have a slope greater than 3%; and
 - b. The average slope of the entire private street cannot be greater than 17% from the top of the turn-around landing to the bottom of the private street; and
 - c. The maximum slope for any portion of the private driveway shall not exceed 20%.

ATTACHMENT 3
Staff Report for October 21, 2020
City Council Meeting
[\(Click Here\)](#)

Additional Document No. 1
See pages 125 to 189
[\(Click Here\)](#)

ATTACHMENT 4
Emails From City of Los Angeles

Malinda Lim

From: Albert Servin <albert.servin@lacity.org>
Sent: Thursday, October 29, 2020 12:39 PM
To: Malinda Lim
Cc: Kanika Kith; Joanna Hankamer
Subject: Re: Moffat Street 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.

Hi Malinda,

Since both cities follow similar guidelines, the City of LA would allow the building permits to be issued as long as the private streets are approved.

Potentially, a coordination letter may be needed between the two cities to outline the permitting, clearance, and inspection responsibilities between the two cities.

Let me know if you have any questions.

Thanks,

Albert

Malinda Lim

From: Susan Zermeno <susan.zermeno@lacity.org>
Sent: Monday, October 26, 2020 3:03 PM
To: Malinda Lim
Cc: Albert Servin; Kanika Kith; Joanna Hankamer
Subject: Re: Moffat Street Meeting

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Hi Malinda,

for the Record, there is no Zone Change proposed or cases filed with the City of Los Angeles for these particular lots. The last action on these lots was Citywide to regulate Hillside Development back in 2008.

Susan

Malinda Lim

From: David French <dfrench@planethomeliving.com>
Sent: Friday, October 23, 2020 2:30 PM
To: Kanika Kith; Malinda Lim
Cc: Michael Marini; Scott Uhles; Darren Poon; Joanna Hankamer
Subject: FW: Lowell at Moffat Connection Approval

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.

Malinda/Kanika,
Please see attached e-mail from Christine Sotelo with the City of Los Angeles Bureau of Engineering - Department of Public Works. We will also be following up regarding roadway conditions as it relates to building permits and will forward that as well. Thank you

David French
COO, President



1451 Quail Street, Suite #204 Newport Beach, CA 92660
O: 949.208.7248
C: 949.300.4804
F: 949.387.8990
www.planethomeliving.com
dfrench@planethomeliving.com



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From: Christine Sotelo <christine.sotelo@lacity.org>
Date: Friday, October 23, 2020 at 2:24 PM
To: David French <dfrench@planethomeliving.com>
Cc: Kurt Corral <kurt.corral@lacity.org>, Mike Marini <mmarini@planethomeliving.com>, Darren Poon <DPoon@delanegroup.com>, Scott Uhles <suhles@delanegroup.com>
Subject: Re: Lowell at Moffat Connection

Hi David,

BOE will not object to any connections to existing roadways within the City of LA that occurs outside of our jurisdiction.

Christine Sotelo, P.E.

Permit Case Management Division | Civil Engineer

Bureau of Engineering | Department of Public Works

201 N. Figueroa St., Suite 200, Los Angeles, CA 90012 MS 901-1

Office: [213.378.1263](tel:213.378.1263)



Proud Recipient of the Mayor Office 2019 Gender Equity Award

ATTACHMENT 3

Email Dated October 29, 2020 from Albert Servin,
City of Los Angeles Department of Building

Malinda Lim

From: Albert Servin <albert.servin@lacity.org>
Sent: Thursday, October 29, 2020 12:39 PM
To: Malinda Lim
Cc: Kanika Kith; Joanna Hankamer
Subject: Re: Moffat Street 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.

Hi Malinda,

Since both cities follow similar guidelines, the City of LA would allow the building permits to be issued as long as the private streets are approved.

Potentially, a coordination letter may be needed between the two cities to outline the permitting, clearance, and inspection responsibilities between the two cities.

Let me know if you have any questions.

Thanks,

Albert

ATTACHMENT 4

Email Dated January 20, 2021 from Mr. Weber,
City of Los Angeles Planning

Malinda Lim

From: Craig Weber <craig.weber@lacity.org>
Sent: Wednesday, January 20, 2021 9:28 AM
To: Malinda Lim
Cc: Valerie Watson; Kanika Kith; Joanna Hankamer
Subject: Re: Moffat Street

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.

Hello Malinda,

It was a pleasure to meet with you and your colleagues to discuss the pending Northeast LA Community Plan. I would concur with your email summary of our meeting, but would clarify that the provisions of SB330 are more nuanced than has been indicated here, when zone changes are made in the context of a larger work program such as a land use element or community plan update. Nevertheless it is unlikely that the subject properties will be changed to Open Space, within the context of a Community Plan update, or by any other means, unless the properties come to be owned by an entity intent on conserving the land as open space.

Sincerely,

Craig

On Wed, Jan 20, 2021 at 8:56 AM Malinda Lim <mlim@southpasadenaca.gov> wrote:

Good morning Craig and Valerie,

Our City Council likes to see the communication between City of LA and City of South Pasadena regarding Moffat Street. Could you please confirm that the statements below are correct and true?

Thank you,

Malinda Lim | Associate Planner
CITY OF SOUTH PASADENA | Planning & Building Dept.
1414 Mission Street | South Pasadena, CA 91030
mlim@southpasadenaca.gov |

COVID-19 PLANNING AND COMMUNITY DEVELOPMENT UPDATES

- For general Planning-related information and questions, please email AskPlanning@southpasadenaca.gov or call (626) 403-7220.
- For Planning project-related information or questions, please continue to contact the project planner directly via email.
- For Building-related information and questions, please email PermitTech@southpasadenaca.gov or call (626) 403-7224.

- *For Code Enforcement filing, please complete the form on our website and email the completed form to CodeEnforcement@southpasadenaca.gov.*
- *We appreciate your business and your patience during this time.*

From: Malinda Lim
Sent: Thursday, January 14, 2021 4:06 PM
To: 'Craig Weber' <craig.weber@lacity.org>; Valerie Watson <valerie.watson@lacity.org>
Cc: Kanika Kith <kkith@southpasadenaca.gov>; Joanna Hankamer <jhankamer@southpasadenaca.gov>
Subject: Moffat Street

Hi Craig and Valerie,

It was a pleasure to meet and speak with you today. I just wanted to recap what was discussed at today's meeting. Please correct me if I misunderstood a statement or am missing an item.

- The update to the Northeast LA Community Plan will occur sometime in mid-2022 and will not be complete until 3 to 5 years later.
- City of LA is subject to SB-330 and may not change the land use designation or zoning of a parcel(s) of property to a less intensive use or reduce the intensity of land use within an existing zoning district below what was allowed under the general plan or specific plan land use designation and zoning ordinance of the city as in effect on January 1, 2018. Therefore, since the lots owned by Planet Home Living are privately owned and are zoned single-family residential, they will not be down-zoned to open space unless the owners decide to do so.
- The City of LA Long Range Planning team has spoken with Hilda Solis and clarified that the update to the Northeast LA Community Plan will occur years later.

Thank you,

Malinda Lim | Associate Planner
CITY OF SOUTH PASADENA | Planning & Building Dept.
1414 Mission Street | South Pasadena, CA 91030
mlim@southpasadenaca.gov |

COVID-19 PLANNING AND COMMUNITY DEVELOPMENT UPDATES

- For general Planning-related information and questions, please email AskPlanning@southpasadenaca.gov or call (626) 403-7220.
- For Planning project-related information or questions, please continue to contact the project planner directly via email.
- For Building-related information and questions, please email PermitTech@southpasadenaca.gov or call (626) 403-7224.
- For Code Enforcement filing, please complete the form on our website and email the completed form to CodeEnforcement@southpasadenaca.gov.
- We appreciate your business and your patience during this time.

--



Craig Weber
Principal City Planner
Los Angeles City Planning
He/Him/His
200 N. Spring St., Room 667
Los Angeles, CA 90012
Planning4LA.org
T: (213) 978-1311

ATTACHMENT 5
New Public Comments

Malinda Lim

From: Kanika Kith
Sent: Tuesday, January 19, 2021 9:27 AM
To: Malinda Lim
Subject: FW: Private Road Moffat St 2191-HDP/TRP - oppose

From: mk campbell [REDACTED]
Sent: Friday, January 15, 2021 7:23 PM
To: PlanningComments <PlanningComments@southpasadenaca.gov>
Subject: Private Road Moffat St 2191-HDP/TRP - oppose

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.

2191-HDP/TRP

Hello.

I write today in opposition to the proposed construction of a private street extension of Moffat St, which will negatively affect both South Pasadena and El Sereno.

Thank you for your consideration.

mk

--

Mary Kathryn Campbell

[REDACTED]
Pine St, South Pasadena

PALMIERI TYLER

ATTORNEYS AT LAW

Stephen A. Scheck
Direct Dial (949) 851-7221
Direct Fax (949) 825-5417
sscheck@ptwww.com

Refer To File No. 37056-003
Document I.D. 2970018.1

January 20, 2021

VIA E-MAIL

Teresa L. Highsmith, Esq.
Colantuono Highsmith Whatley, PC
790 E. Colorado Boulevard, Suite 850
Pasadena, California 91101

Re: Project No. 2191-HDP/TRP - Hillside Development Permit and Tree
Removal Permit

Ms. Highsmith:

As you know, our firm represents HDP Moffatt Street LLC ("HDP") and Planet Home Living ("PHL") (collectively the "Developer"), the owner of seven lots ("Developer's Property") on the south side of the former Moffatt Street, west of May Crest Avenue, in the City of Los Angeles immediately adjacent to the southerly boundary of the City of South Pasadena (the "City").

Developer's Property is landlocked and has access to public streets via a Right-of-Way Easement ("Access Easement") granted by the City across the privately owned property immediately to the north of the lots, which property was formerly owned by the City. Such Access Easement (recorded on June 14, 1962 in Book D1649, Page 122) was granted in place of the former Moffat Street which was a public street vacated by the City in 1962. The only means of access to Developer's Property is across the Access Easement which is, as of this date, unimproved.

In connection with the proposed development of Developer's Property, Developer made application with the City to construct a private access drive over the area covered by the Access Easement, which application is identified as Project No. 2191-HDP/TRP. After several public hearings, Developer's application and the proposed construction of the private access driveway was approved by the Planning Commission at the August 11, 2020, hearing, which conditioned such approval, among other things, upon access to the private access drive and Developer's Property coming from Lowell Avenue in the City of Los Angeles.

An appeal of the Planning Commission's approval of Developer's application was timely filed by a neighboring property owner, and the matter was discussed at a public hearing before the City Council on October 21, 2020, and again on November 18, 2020. As Developer communicated at the public hearings, the conditions of approval proposed by City Staff with respect to the Project and further refined at the City Council hearings are acceptable to

Teresa Highsmith, Esq.
January 20, 2020
Page 2

Developer. Developer expected the City Council would vote on its application at the November 18th hearing. Unfortunately, the City Council elected to again continue the hearing until February 17, 2021.

I have prepared this letter on behalf of Developer to address certain statements made by members of the City Council at the above-referenced public hearings. Specifically, as explained in more detail below, we are concerned that the City Council intends to further delay its decision on the application to facilitate action by the City of Los Angeles to re-zone Developer's Property.

During appellant's presentation at the October 21, 2020, hearing, appellant stated that Developer's Property would be subject to a zoning reclassification to be undertaken in early 2021 by the City of Los Angeles and, therefore, the City of South Pasadena should delay making a decision regarding Developer's application to allow that rezoning process to be completed. The stated goal of such delay would be to permit the City of Los Angeles to rezone Developer's Property as "open space", or an equivalent zoning classification, so that the seven homes planned and entitled for development thereon could not be built by Developer.

While I understand the appellant's desire to raise any and all arguments in opposition to the Project, we were alarmed when such proposed delay was entertained, albeit briefly, by at least one member of the City Council. I did not raise any objection at that time because public comment was closed and the matter was not discussed further by any other members of the City Council. The City Council subsequently elected to continue the hearing.

At the November 18, 2020, public hearing, a delay by the City Council was again proposed during the public comment period for the same stated reason - to allow the City of Los Angeles time to re-zone Developer's Property. Unfortunately this time, in response to such statement, multiple members of the City Council discussed the idea of further delaying the Council's decision as a means to thwart the development of Developer's Property. After hearing this "delay" concept discussed by additional members of the City Council at a second consecutive meeting, I was compelled to raise my objection to the same. At the hearing I was asked whether I believed such a delay would expose the City to potential liability. I responded affirmatively.

Indeed, the statements made on the public record by members of the City Council regarding the purpose behind any such delay would leave little question as to the City Council's motivation in further delaying this matter. This is especially true in light of the long history of this Project including not less than five public hearings during which time all relevant issues have been raised, discussed and addressed.

To be clear, it is not my client's desire or intention to engage in a legal dispute with the City regarding its application or the Project. Developer simply requests that the City Council

Teresa Highsmith, Esq.
January 20, 2020
Page 3

take action on the application in conformance with the recommendation of City staff and uphold the approval of the Project by the Planning Commission.

As you know, it has been over ten months since Developer's first hearing before the Planning Commission in March, 2020. We recognize that COVID-19 has caused significant hardship and delay for all parties in the public hearing process. Throughout this process, however, Developer has patiently and diligently worked with City staff to address the valid concerns raised by residents of the City of South Pasadena, planning staff, members of the Planning Commission, and members of the City Council. The design of the Project has changed substantially from that originally proposed by Developer with access to the private access drive now coming through the City of Los Angeles, which will ensure that there will be no additional traffic on or through the City of South Pasadena as a result of the development of the seven homes on Developer's Property. All material issues affecting the Project have been raised and thoroughly vetted through this process. Although the Project differs from that originally proposed by Developer, Developer is in agreement that the current Project, as approved by the Planning Commission and revised by the City Council in consultation with City staff, is the best way to facilitate Developer's legally required, pre-existing access rights to the Developer's Property.

As we have stated previously, Developer believes that the language of the Access Easement and California law are both very clear, and that the City's approval of construction of the private access drive is required as long as such private access drive is constructed in compliance with the City's Hillside Development Ordinance. The long application and public hearing process has assured such compliance. Accordingly, we request the City Council proceed with approving Developer's application.

Please let me know if you have any questions or desire to further discuss the foregoing.

Very truly yours,



Stephen A. Scheck

cc: Michael Marini (via e-mail)
David French (via e-mail)

P: (626) 381-9248
F: (626) 389-5414
E: mitch@mitchtsailaw.com



Mitchell M. Tsai
Attorney At Law

155 South El Molino Avenue
Suite 104
Pasadena, California 91101

VIA U.S. MAIL & E-MAIL

January 20, 2021

City of South Pasadena City Council
817 Mound Avenue
South Pasadena, CA 91030
Em: ccpubliccomment@southpasadena
ca.gov

Hon. Diana Mahmud, Mayor
1414 Mission Street
South Pasadena, CA 91030
Em: dmahmud@southpasadenaca.gov

Hon. Michael A. Cacciotti, Mayor Pro
Tem
1414 Mission Street
South Pasadena, CA 91030
Em: mcacciotti@southpasadenaca.gov

Hon. Evelyn G. Zneimer,
Councilmember
1414 Mission Street
South Pasadena, CA 91030
Em: ezneimer@southpasadenaca.gov

Hon. Jack Donovan, Councilmember
1414 Mission Street
South Pasadena, CA 91030
Em: jdonovan@southpasadenaca.gov

Hon. Jon Primuth
1414 Mission Street
South Pasadena, CA 91030
Em: jprimuth@southpasadenaca.gov

RE: Closed Session Agenda Item A: Moffat Street Extension-Project # 2191-
HDP/TRP

Dear Mayor Mahmud and Honorable Councilmembers,

On behalf of Coyotl + Macehualli and Appellant Micah Haserjian (“**Commenters**” or “**Appellant**”), my Office is submitting these comments on the City of South Pasadena’s (“**City**” or “**Lead Agency**”) Project No. 2191-HDP/TRP – Hillside Development Permit to install a private roadway extending westward approximately 600 feet from the terminus of the existing Moffatt Street and Tree Removal Permit for the removal of 5 protected trees to provide access to 7 lots in the City of Los Angeles through an easement in South Pasadena (“**Project**”).

Commenters reside adjacent to and in the vicinity of the Project and would be directly affected by the environmental impacts of the proposed Project and any related Project approvals.

Commenters expressly reserve the right to supplement these comments at or prior to hearings on the Project and at any later hearings and proceedings related to this Project. Cal. Gov. Code § 65009(b); Cal. Pub. Res. Code § 21177(a); *Bakersfield Citizens for Local Control v. Bakersfield* (2004) 124 Cal. App. 4th 1184, 1199-1203; see *Galante Vineyards v. Monterey Water Dist.* (1997) 60 Cal. App. 4th 1109, 1121.

Commenters incorporate by reference all comments raising issues regarding the Project submitted prior to any Project approvals or certifications. *Citizens for Clean Energy v. City of Woodland* (2014) 225 Cal. App. 4th 173, 191 (finding that any party who has objected to the Project’s environmental documentation may assert any issue timely raised by other parties).

Moreover, Commenter requests that the Lead Agency provide notice for any and all notices referring or related to the Project issued under the California Environmental Quality Act (“**CEQA**”), Cal Public Resources Code (“**PRC**”) § 21000 *et seq.*, and the California Planning and Zoning Law (“**Planning and Zoning Law**”), Cal. Gov’t Code §§ 65000–65010. California Public Resources Code Sections 21092.2 and 21167(f) and Government Code Section 65092 require agencies to mail such notices to any person who has filed a written request for them with the clerk of the agency’s governing body.

I. **THE PROJECT WOULD BE APPROVED IN VIOLATION OF THE CALIFORNIA ENVIRONMENTAL QUALITY ACT**

A. Background Concerning the California Environmental Quality Act

CEQA has two primary purposes. First, CEQA is designed to inform decision-makers and the public about the potential, significant environmental effects of a project. 14 California Code of Regulations (“**CCR**” or “**CEQA Guidelines**”) § 15002(a)(1).¹ “Its purpose is to inform the public and its responsible officials of the environmental consequences of their decisions *before* they are made. Thus, the EIR ‘protects not only the environment but also informed self-government.’ [Citation.]” *Citizens of Goleta Valley v. Board of Supervisors* (1990) 52 Cal. 3d 553, 564. The EIR has been described as “an environmental ‘alarm bell’ whose purpose it is to alert the public and its responsible officials to environmental changes before they have reached ecological

¹ The CEQA Guidelines, codified in Title 14 of the California Code of Regulations, section 150000 *et seq.*, are regulatory guidelines promulgated by the state Natural Resources Agency for the implementation of CEQA. (Cal. Pub. Res. Code § 21083.) The CEQA Guidelines are given “great weight in interpreting CEQA except when . . . clearly unauthorized or erroneous.” *Center for Biological Diversity v. Department of Fish & Wildlife* (2015) 62 Cal. 4th 204, 217.

points of no return.” *Berkeley Keep Jets Over the Bay v. Bd. of Port Comm’rs.* (2001) 91 Cal. App. 4th 1344, 1354 (“*Berkeley Jets*”); *County of Inyo v. Yorty* (1973) 32 Cal. App. 3d 795, 810.

Second, CEQA directs public agencies to avoid or reduce environmental damage when possible by requiring alternatives or mitigation measures. CEQA Guidelines § 15002(a)(2) and (3). *See also, Berkeley Jets*, 91 Cal. App. 4th 1344, 1354; *Citizens of Goleta Valley v. Board of Supervisors* (1990) 52 Cal.3d 553; *Laurel Heights Improvement Ass’n v. Regents of the University of California* (1988) 47 Cal.3d 376, 400. The EIR serves to provide public agencies and the public in general with information about the effect that a proposed project is likely to have on the environment and to “identify ways that environmental damage can be avoided or significantly reduced.” CEQA Guidelines § 15002(a)(2). If the project has a significant effect on the environment, the agency may approve the project only upon finding that it has “eliminated or substantially lessened all significant effects on the environment where feasible” and that any significant unavoidable effects on the environment are “acceptable due to overriding concerns” specified in CEQA section 21081. CEQA Guidelines § 15092(b)(2)(A–B).

While the courts review an EIR using an “abuse of discretion” standard, “the reviewing court is not to ‘uncritically rely on every study or analysis presented by a project proponent in support of its position.’ A ‘clearly inadequate or unsupported study is entitled to no judicial deference.’” *Berkeley Jets*, 91 Cal.App.4th 1344, 1355 (emphasis added) (quoting *Laurel Heights*, 47 Cal.3d at 391, 409 fn. 12). Drawing this line and determining whether the EIR complies with CEQA’s information disclosure requirements presents a question of law subject to the courts’ independent review. *Sierra Club v. Cnty. of Fresno* (2018) 6 Cal. 5th 502, 515; *Madera Oversight Coalition, Inc. v. County of Madera* (2011) 199 Cal.App.4th 48, 102, 131. As the Court stated in *Berkeley Jets*, 91 Cal. App. 4th at 1355:

A prejudicial abuse of discretion occurs “if the failure to include relevant information precludes informed decision-making and informed public participation, thereby thwarting the statutory goals of the EIR process.

The preparation and circulation of an EIR are more than a set of technical hurdles for agencies and developers to overcome. The EIR’s function is to ensure that government officials who decide to build or approve a project do so with a full understanding of the environmental consequences and, equally important, that the public is assured those consequences have been considered. For the EIR to serve these

goals, it must present information so that the foreseeable impacts of pursuing the project can be understood and weighed. The public must be given an adequate opportunity to comment on that presentation before the decision to go forward is made. *Communities for a Better Environment v. Richmond* (2010) 184 Cal. App. 4th 70, 80 (quoting *Vineyard Area Citizens for Responsible Growth, Inc. v. City of Rancho Cordova* (2007) 40 Cal.4th 412, 449–450).

B. The Project Facially Does Not Meet the Criteria for a CEQA Exemption Under CEQA Guidelines § 15303

The City claims that the Project is exempt from CEQA review because it qualifies as construction, installation, or conversion of small structures, facilities, or equipment under CEQA Guidelines § 15303. This is incorrect. CEQA Guidelines § 15303 may only be used for exemption when the facilities, such as a street extension, serve other such exempt construction such as structures not exceeding 2500 square feet of floor area or 10,000 square feet in an urbanized area. CEQA Guidelines § 15303(c).

The development proposed for the Project’s 7 lots greatly exceeds the aforementioned maximum development permitted under section 15303 of the CEQA Guidelines. CEQA requires that the City consider the “maximum allowable for any legal parcel” to determine if an exemption is lawful. Here, the City is proposing to exempt a road extension from serving seven single-family residences when the maximum allowed is 3. *Id.* § 15303(a).

Here, the City seeks to build the Moffat Street extension to serve the further construction of a single-family residential development that would not qualify for a CEQA exemption under CEQA Guidelines § 15303. CEQA Guidelines § 15303 is only intended for small apartment buildings up to four units, garages, carports, patios, fences, or the like.

The proposed Project seeks to expand Moffatt Street to accommodate the development of additional landlocked parcels in the City of Los Angeles, which is not an exempt project under CEQA Guidelines § 15303 because it greatly exceeds the scope of serving other exempt structures and is part and parcel of a larger single-family residential development that is improperly piecemealed, as discussed further below.

C. Isolated Approvals for the Moffat Street Extension Constitute Improper Project Piecemealing

Under CEQA, a project is defined as the “whole of an action” with the potential to change the environment physically. CEQA Guidelines § 15378 (a). A development proposal thus cannot be divided into several segments, each viewed in isolation from the others, for purposes of CEQA analysis. *Banning Ranch Conservancy v. City of Newport Beach* (2012) 211 Cal. App. 4th 1209 (extensively analyzing leading CEQA “piecemealing” cases).

An EIR must include an analysis of future expansion or other actions if: (1) it is a reasonably foreseeable consequence of the initial project, and (2) the future expansion or action will be significant in that it will likely change the scope or nature of the initial project or its environmental effects. *Id.* at 1222 (quoting *Laurel Heights Improvement Assn. v. Regents of University of California* (1988) 47 Cal. 3d 376, 396.)

Here, there are seven homes proposed for development by Applicant Planet Home Living currently undergoing planning review with the Los Angeles Building Department. The Moffat Street Expansion is designed to serve and provide access. (June 9, 2020, City Staff Report, p. 2.) This street expansion, approvals applied for also by Planet Home Living, is a necessary condition for that development—thus being reasonably foreseeable and changing the scope of the Project entirely. The City cannot review this Project in isolation from the City of Los Angeles’ discretionary actions approving construction of seven homes that it will serve. The City admits that this is the overriding and central purpose of the street expansion. (*Id.*)

While CEQA environmental review is triggered by a discretionary decision, CEQA requires that environmental review be conducted over a project's entirety regardless of whether the other parts of a project may not be subject to a discretionary decision. CEQA Guidelines § 15378(c) (“[t]he term ‘project’ does not mean each separate governmental approval.”) The case of *City of Antioch v. City Council* (1986) 187 Cal. App. 3d 1325, 1338, where the Court rejected an environmental study for a site development permit for a roadway due to the study’s failure to consider the environmental impacts of subsequent development of parcels that would be connected to the roadway is on-point.

Thus, the City needs to prepare an EIR that considers the entirety of the Project.

II. **THE CITY FAILED TO DEMONSTRATE AUTHORITY TO ISSUE PROJECT APPROVALS OR THAT THE DOMINANT EASEMENT HOLDER DOES NOT EXCEED THE SCOPE OF THE PRIVATE EASEMENT ON MOFFATT STREET**

The location, physical dimensions, and the scope of use of a private right-of-way easement are determined mainly by its creation method. Civ. Code § 806. The terms of the grant of the express easement will typically address these issues. When one grants an easement in general terms, for example, for the purpose of access, ingress, and egress to vehicles and pedestrians, it will be construed as creating an easement to be used by the easement holder "for all reasonable purposes." See *Zissler v. Saville* (2018) 29 Cal. App. 5th 630, 639 (remanding case and instructing that new judgment include a provision that easement may be used to the extent that is reasonably necessary for convenient enjoyment of easement and is consistent with the purpose for which easement was granted, if the use does not unreasonably interfere with the enjoyment of, unreasonably damage, or materially increases the burden on servient estate).

However, a private street easement grants only a right of ingress and egress and a right of unobstructed passage across the easement. *Absent express language*, a private street or access easement does not grant rights for any other purposes (e.g., gutters, curbs, sidewalks, utilities, and lighting). *Schmidt v. Bank of America* (2014) 223 Cal. App. 4th 1489.

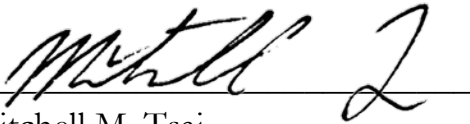
Here, the City of South Pasadena abandoned the portion of Moffatt Street that is now in question. As made clear by Commenters' Reasons for Appeal, the Feb. 14, 1962 meeting minutes demonstrated that the City of South Pasadena vacated this portion of Moffatt Street and left it as a private street easement between the owners of the landlocked parcels and Commenters. The record further demonstrates, in the July 12, 1961, Ordinance 1373, that the original intent of the City was to vacate Moffatt Street. Thus, the Applicant as successor and assignee of the easement rights needs the consent of the servient estate holders to expand the use of the easement or the lot owners abutting the ingress/egress easement.

The City did not retain any rights to expand the use of the easement by issuing Project approvals allowing the Moffatt Street expansion.

III. **CONCLUSION**

Commenters respectfully request that the City deny the Project approvals and require that the Project prepare an environmental impact report covering the entirety of the proposed Project and consideration of Commenters' easement rights.

Sincerely,

A handwritten signature in black ink, appearing to read "Mitchell M. Tsai", is written over a horizontal line.

Mitchell M. Tsai

Attorneys for Coyotl + Macehualli
and Appellant Micah Haserjian