



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

**Council Chamber
1424 Mission Street, South Pasadena, CA 91030
April 7, 2021, at 6:30 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 April 7, 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: Councilmember Zneimer

PUBLIC COMMENT AND SUGGESTIONS

The City Council welcomes public input. If you would like to comment on an agenda item specifically on this special agenda, 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 and the agenda item number.

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.

COMMUNICATIONS

1. 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.

2. City Manager Communications

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

3. Approval of Prepaid Warrants in the Amount of \$370,608.16; Prepaid Warrant Voids in the Amount (\$50,000.00); General City Warrants in the Amount of \$444,937.67; Payroll in the Amount of \$551,115.94; Supplemental ACH Payments in the Amount of \$60,185.64.

Recommendation

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

4. Purchase of Carbon Media from Calgon Carbon Corporation for the Wilson Wellhead Treatment System for a Total Not-to-Exceed Amount of \$225,000

Recommendation

It is recommended that the City Council authorize the sole source purchase of carbon media from Calgon Carbon Corporation (Calgon) for a total not-to-exceed amount of \$225,000 (\$221,640 for the bid amount and \$3,360 for contingency) for the Wilson Wellhead Treatment System. There are adequate funds included in the proposed FY 2021 budget in line item 500-6010-6711-8180-000, Water Production Contract Services.

5. 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 continuing the proclamation of a local emergency due to the outbreak of COVID-19 and authorizing the City Manager to take all necessary actions as the Director of Emergency Services.

6. Second Reading and Adoption of an Ordinance to Amend Chapter 36 (Zoning) of the South Pasadena Municipal Code Pertaining to Accessory Dwelling Unit (ADU) Regulations

Recommendation

Staff recommends that the City Council read for the second time, by title only, waiving further reading, and adopt an Ordinance amending South Pasadena Municipal Code (SPMC) Section 36.350.200 (Residential Uses – Accessory Dwelling Units).

7. Approve a Multi-year Agreement with Express Employment Professionals Consulting to Provide Supplemental Staffing on an As-Needed Basis in an Amount-Not-to Exceed of \$40,000 per year

Recommendation

It is recommended that the City Council authorize the City Manager to enter into a multi-year agreement with Express Employment Professionals for an amount-not-to exceed \$40,000 per year through June 30, 2023 to allow the City to perform concrete work associated with curbs, gutters, and sidewalk repairs employing temporary employees to perform these essential functions of the Public Works Department.

8. Approve Appropriation of Funding in the Amount of \$18,000 to Complete Outstanding Citizen Complaint Investigations

Recommendation

It is recommended that the City Council approve a supplement appropriation of funding in the amount of \$18,000 to allow completion of the investigations of Citizen Complaints filed regarding members of the South Pasadena Police Department. Such allocation will allow the City to complete its statutorily required duty under Penal Code Section 832.5 to conduct such

investigations. Garon Wyatt Investigation Services was retained under the authority of the City Manager, limited to \$25,000.00, to conduct the investigations. The work required to complete such investigations will total at least \$40,057.50, requiring a supplemental appropriation of \$15,057.50. To allow for any additional work to complete the investigations without the need to return for an additional supplemental appropriation, it is recommended that a supplemental appropriation in General Fund Reserves to line item 101-2010-2013-8170 be made in the amount of \$18,000.

ACTION / DISCUSSION

9. Discussion of Ordinance Establishing Requirements for “Hero Pay” and Associated Protections for Grocery Workers in the City

Recommendation

It is recommended that the City Council provide direction to staff regarding an urgency ordinance to establish requirements for “Hero Pay” and associated protections for grocery workers.

ADJOURNMENT

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

April 21, 2021	Regular City Council meeting	Council Chamber	7:30 p.m.
May 5, 2021	Regular City Council meeting	Council Chamber	7:30 p.m.
May 19, 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.

04/02/2021

/s/

Date

Maria E. Ayala

Chief City Clerk



City Council Agenda Report

ITEM NO. 3

DATE: April 07, 2021

FROM: Sean Joyce, Interim City Manager

PREPARED BY: Elaine Aguilar, Interim Assistant City Manager

SUBJECT: **Approval of Prepaid Warrants in the Amount of \$370,608.16; Prepaid Warrant Voids in the Amount (\$50,000.00); General City Warrants in the Amount of \$444,937.67; Payroll in the Amount of \$551,115.94; Supplemental ACH Payments in the Amount of \$60,185.64.**

Recommendation Action

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

Fiscal Impact

Prepaid Warrants:

Warrant # 312231-312254	\$	81,147.64
ACH	\$	289,460.52
Voids	\$	(50,000.00)

General City Warrants:

Warrant # 312255-312321	\$	104,315.04
ACH	\$	340,622.63
Voids	\$	0

Payroll Period Ending 03/14/2021

Wire Transfers Out (LAIF)	\$	0
Wire Transfers In (LAIF)	\$	0
Wire Transfers (RSA)	\$	0
Wire Transfers (Acct # 2413)	\$	0
Wire Transfers (Acct # 1936)	\$	0
Supplemental ACH Payment	\$	60,185.64

RSA:

Prepaid Warrants	\$	0
General City Warrants	\$	0

Total	\$	<u>1,376,847.41</u>
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Commission Review and Recommendation

This matter was not reviewed by a Commission.

Approval of Warrants
April 07, 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. Supplemental ACH Payments
5. Voids
6. Payroll

ATTACHMENT 1
Warrant Summary

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

Date 04.07.2021

Fund No.	Amounts	
	Prepaid	Written
General Fund	136,038.06	298,184.93
Insurance Fund	6,862.25	-
Street Improvement Program	-	-
Facilities & Equip.Cap. Fund	-	-
Local Transit Return "A"	-	2,913.80
Local Transit Return "C"	139.71	1,695.07
TEA/Metro	-	-
Sewer Fund	794.75	1,471.94
CTC Traffic Improvement	-	-
Street Lighting Fund	397.34	48,151.17
Public,Education & Govt Fund	-	-
Clean Air Act Fund	-	-
Business Improvement Tax	-	-
Gold Line Mitigation Fund	-	-
Mission Meridian Public Garage	-	-
Housing Authority Fund	1,068.38	-
State Gas Tax	3,699.82	36,965.89
County Park Bond Fund	-	2,475.75
Measure R	-	-
Measure M	-	-
Road Maint & Rehab (SB1)	-	10,717.50
MSRC Grant Fund	-	-
Measure W	-	-
Measure H	-	-
Prop C Exchange Fund	-	-
Bike & Pedestrian Paths	-	-
BTA Grants	-	-
Golden Street Grant	-	-
Capital Growth Fund	-	-
CDBG	-	-
Asset Forfeiture	-	-
Police Grants - State	-	410.63
Homeland Security Grant	-	-
Park Impact Fees	-	-
HSIP Grant	-	-
Arroyo Seco Golf Course	-	-
Sewer Capital Projects Fund	-	-
Water Fund	39,019.68	41,950.99
Water Efficiency Fund	-	-
2016 Water Revenue Bonds Fund	-	-
SRF Loan - Water	-	-
Water & Sewer Impact Fee	-	-
Public Financing Authority	2,000.00	-
Payroll Clearing Fund	12,169.42	-
	-	-
Column Totals:	202,189.41	444,937.67

Fund No.	Amounts	
	Prepaid	Written
RSA	168,418.75	-
RSA Report Totals:	168,418.75	-
City Report Totals:		815,545.83

Payroll Period Ending 03/14/2021	551,115.94
Wire Transfer In - LAIF	-
Wire Transfer Out - LAIF	-
Wire Transfer - RSA	-
Wire Transfer - Acct # 2413	-
Wire Transfer - Acct # 1936	-
Supplemental ACH Payments	60,185.64
Voids - Prepaid	-
Voids - General Warrant	(50,000.00)

Grand Report Total: 1,376,847.41

Diana Mahmud, Mayor

Elaine Aguilar, Interim Assistant City Manager

ATTACHMENT 2
Prepaid Warrant List

Accounts Payable

Checks by Date - Detail by Check Date

User: ealvarez
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Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
312231	F CRS8161 2021-011	Fox Rothschild, LLP Transparent CA PRA settlement	03/15/2021	6,862.25
Total for Check Number 312231:				6,862.25
Total for 3/15/2021:				6,862.25
Report Total (1 checks):				6,862.25

Accounts Payable

Checks by Date - Detail by Check Date

User: ealvarez
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Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
ACH	ADPLC818 573528101 574509918	ADP, LLC ADP, LLC Payroll Services Remaining Balance 2020 Q4 Y/E Info - Tax Reporting & W2 Direct	03/22/2021	400.00 2,121.10
Total for this ACH Check for Vendor ADPLC818:				2,521.10
ACH	CEAP7000 February 2021	South Pasadena Part Time Employees Assn February 2021 Union Dues	03/22/2021	280.00
Total for this ACH Check for Vendor CEAP7000:				280.00
ACH	DIG0800 40924	Digital Telecommunications Corp IT City Phones - April 201 Service Month	03/22/2021	955.00
Total for this ACH Check for Vendor DIG0800:				955.00
ACH	MNBL8170 12302 12302 12380	Crestline Software LLC Absorb Charge Water Billing Services February Water Billing Services March 2021 Postage Water Billing Services February 2021	03/22/2021	9,159.78 25,527.89 2,050.00
Total for this ACH Check for Vendor MNBL8170:				36,737.67
ACH	OTCB8032 707732257-01 707732257-01 707732257-01 708307407-01 708307407-01 708307407-01 708428149-01	OTC Brands, Inc. Valentine's & Easter Treat Supplies Valentine's & Easter Treat Supplies Valentine's & Easter Treat Supplies Valentine's & Easter Treat Supplies Valentine's & Easter Treat Supplies Valentine's & Easter Treat Supplies Eggstravaganza Supplies for Community Service	03/22/2021	292.68 292.68 -292.68 284.86 284.86 -284.86 728.81
Total for this ACH Check for Vendor OTCB8032:				1,306.35
ACH	SOU5230 February 2021 February 2021 February 2021	S.P.Firefighters L-3657 February 2021 Union Insurance February 2021 Union Dues February 2021 Union Rec Dues	03/22/2021	147.42 2,300.00 90.00
Total for this ACH Check for Vendor SOU5230:				2,537.42
ACH	SOU5435 February 2021 February 2021	S.P.P. O. A. February 2021 Union Dues February 2021 Supplemental Insurance	03/22/2021	2,402.40 2,629.55
Total for this ACH Check for Vendor SOU5435:				5,031.95
ACH	SOU5451 February 2021	S.P. Public Service Employees Association Union Dues February 2021	03/22/2021	1,320.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
Total for this ACH Check for Vendor SOU5451:				1,320.00
ACH	SPBK TM INV-003748	SBRK Finance Holdings, Inc. T&M Springbrook Premise Upgrade (02/01-02/2	03/22/2021	1,093.75
Total for this ACH Check for Vendor SPBK:				1,093.75
ACH	STA5219	Staples Business Advantage	03/22/2021	
	3460279406	PD Office Supplies		16.55
	3466911347	PD Office Supplies (COVID-19)		311.95
	3467415829	PD Office Supplies		41.65
	3467502005	PD Office Supplies		121.91
	3467502006	PD Office Supplies		38.58
	3467653033	PD Office Supplies		109.08
	3467653035	PD Office Supplies		14.85
	3468887527	CS Office Supplies		83.65
	3469386636	PD Office Supplies		329.64
	3469454142	PD Office Supplies		6.05
	3469861636	CSR Office Supplies		162.00
	3469861636	CSR Office Supplies		108.27
	3470176846	PD Office Supplies		242.51
Total for this ACH Check for Vendor STA5219:				1,586.69
Total for 3/22/2021:				53,369.93
Report Total (10 checks):				53,369.93

Accounts Payable

Checks by Date - Detail by Check Date

User: ealvarez
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Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Void Checks	Check Amount
ACH	CHA3010 2021-012	SPCC Corp Citywide Local Business Marketing Plan	03/25/2021 VOID		
				25,000.00	
			Total for this ACH Check for Vendor CHA3010:	25,000.00	0.00
ACH	CIV2123 2018-103 2018-103	CivicStone, LLC Caltrans Housing Consultant February 2021 CivicStone, LLC Caltrans Housing Consultant	03/25/2021		
					2,957.50
					10,000.00
			Total for this ACH Check for Vendor CIV2123:	0.00	12,957.50
ACH	STA5219	Staples Business Advantage	03/25/2021		
	3463883968	PW Supplies			50.26
	3464006599	PW Supplies			61.07
	3464006600	PW Supplies			49.17
	3466575063	PW Supplies			218.21
	3466737369	PW Supplies			32.71
	3466737369	PW Supplies			32.71
	3466737369	PW Supplies			32.71
	3466737369	PW Supplies			32.71
	3466737369	PW Supplies			32.71
	3466737369	PW Supplies			32.71
	3466737370	PW Supplies			21.65
	3466737370	PW Supplies			95.91
	3466830241	PW Supplies			218.27
	3467892636	PW Supplies			209.46
	3468281127	PW Supplies			37.04
	3468281127	PW Supplies			37.04
	3468281127	PW Supplies			37.04
	3468281127	PW Supplies			37.04
	3468281127	PW Supplies			37.03
	3468281127	PW Supplies			37.04
	3468281160	PW Supplies			27.00
	3468281160	PW Supplies			27.00
	3468281175	PW Supplies			33.26
	3468960512	PW Supplies			84.87
	3468960512	PW Supplies			84.87
	3468960512	PW Supplies			62.90
	3468960512	PW Supplies			84.87
	3468960512	PW Supplies			84.87
	3469182740	PW Supplies			91.39
	3469454141	PW Supplies			49.17
	3469521616	MS Office Supplies			274.57
	3469909548	PW Supplies			277.79
	3469909549	PW Supplies			174.97
	3470738741	PW Supplies			40.67
	3470738741	PW Supplies			79.29
	3470738745	PW Supplies			55.07

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Void Checks	Check Amount
			Total for this ACH Check for Vendor STA5219:	0.00	2,875.05
ACH	UNI6200 3013055 3013055 3013055	MUFG Union Bank, N.A Tax Allocation Bond Series 2000 6711646799 Tax Allocation Bond Series 2000 6711646799 Tax Allocation Bond Series 2000 6711646799	03/25/2021		24,750.00 145,000.00 -1,331.25
			Total for this ACH Check for Vendor UNI6200:	0.00	168,418.75
ACH	CHA3010 2021-012	SPCC Corp Citywide Local Business Marketing Plan Payme:	03/25/2021		10,000.00
			Total for this ACH Check for Vendor CHA3010:	0.00	10,000.00
312232	AT&T5006 130464796 310144197	AT & T U-Verse Account # 130464796 (01/18-02/17/2021) Account # 310144197 (01/07-02/06/2021)	03/25/2021		90.24 197.24
			Total for Check Number 312232:	0.00	287.48
312233	AT&T5011 331 841-0756 331 841-0802 626 441-6497	AT&T Account # 331 841-0756 343 2 (02/07-03/06/2021) Account # 331 841-0802 343 6 (02/07-03/06/2021) Account # 626 441-6497 357 0 (02/13-03/12/2021)	03/25/2021		33.34 33.34 613.09
			Total for Check Number 312233:	0.00	679.77
312234	ATCN9011 000016071166	AT&T Account # 9391062308 (01/20-02/19/2021)	03/25/2021		8,817.29
			Total for Check Number 312234:	0.00	8,817.29
312235	CIN4011 287014917916x02 287269956155x02	AT&T Mobility Account # 287014917916 (01/09-02/08/2021) Account # 287269956155 (01/07-02/06/2021)	03/25/2021		1,006.19 671.99
			Total for Check Number 312235:	0.00	1,678.18
312236	CPO4011 264670 290960	CA Peace Officers Ass'n. Peace Officer Membership & Legal Service Plan Peace Officer Membership & Legal Service Plan	03/25/2021		125.00 300.00
			Total for Check Number 312236:	0.00	425.00
312237	CBSE6010 71303159	Cell Business Equipment 825 Mission Copier Second Floor February 2021	03/25/2021		274.83
			Total for Check Number 312237:	0.00	274.83
312238	DIR2013 OSIP 68016	Dept. of Industrial Relations Assessment for FY2020-21	03/25/2021		224.69
			Total for Check Number 312238:	0.00	224.69
312239	FHCM5011 INV5173	Foothill Communications Quarterly Pmt. for Service of PD Communication Equipment	03/25/2021		3,000.00
			Total for Check Number 312239:	0.00	3,000.00
312240	HDLC3010 SIN005655 SIN005952	Hinderliter deLlamas & Associates Sales Tax Contract Services - Q2 2020 Transaction Tax Q2 2020	03/25/2021		1,331.97 300.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Void Checks	Check Amount
			Total for Check Number 312240:	0.00	1,631.97
312241	HIW6710 108396	Hi-Way Safety Inc Street Signs for Meridian Ave.	03/25/2021		3,309.61
			Total for Check Number 312241:	0.00	3,309.61
312242	HRCS2011 2	Housing Rights Center Housing Rights Center Period August 2019	03/25/2021		1,068.38
			Total for Check Number 312242:	0.00	1,068.38
312243	MRPT8134 149268	Motorport USA Motorcycle Officer Uniforms & Equipment for Officer Sanchez	03/25/2021		3,445.66
			Total for Check Number 312243:	0.00	3,445.66
312244	NXPX2920 2021-012	Nexusplex Citywide Local Business Marketing Plan (C/A 03.17.2021 & Agenda	03/25/2021 VOID	25,000.00	
			Total for Check Number 312244:	25,000.00	0.00
312245	PEG4590 00091334467 00091334467 00091334467 00091334467 00091334467 00091334467	NUFIC AD&D Insurance Employee Basic December 2020 AD&D Insurance Employee Basic February 2021 AD&D Insurance Employee Voluntary December 2020 AD&D Insurance Employee Basic January 2021 AD&D Insurance Employee Voluntary January 2021 AD&D Insurance Employee Voluntary February 2021	03/25/2021		202.50 196.50 803.40 202.50 803.40 791.75
			Total for Check Number 312245:	0.00	3,000.05
312246	PBGF8031 3104578170 3104578170 3104578170 3104578170 3104578170 3104578170 3104578170 3104578170 3104578170 3104578170 3104578170	Pitney Bowes Global Fin. Svc LLC Pitney Bowes 12 Month Contract Pitney Bowes 12 Month Contract Pitney Bowes 12 Month Contract Pitney Bowes 12 Month Contract Pitney Bowes 12 Month Contract Pitney Bowes 12 Month Contract Pitney Bowes 12 Month Contract Pitney Bowes 12 Month Contract Pitney Bowes 12 Month Contract Pitney Bowes 12 Month Contract Pitney Bowes 12 Month Contract	03/25/2021		53.25 53.25 53.22 198.46 53.25 53.25 198.46 53.25 198.46 53.25 198.46 53.25
			Total for Check Number 312246:	0.00	968.10
312247	SCOT8300 IN1844925	So Cal Office Technologies Citywide Copier Charges 11/18-02/17/2021	03/25/2021		36.82
			Total for Check Number 312247:	0.00	36.82
312248	SOGA6501 196-493-8529 1 196-493-8529 1 196-493-8529 1 196-493-8529 1 196-493-8529 1 196-493-8529 1	SoCalGAS CNG for City Vehicles (02/01-03/01/2021) CNG for City Vehicles (02/01-03/01/2021) CNG for City Vehicles (02/01-03/01/2021) CNG for City Vehicles (02/01-03/01/2021) CNG for City Vehicles (02/01-03/01/2021) CNG for City Vehicles (02/01-03/01/2021)	03/25/2021		139.71 139.71 139.71 139.71 139.71 139.69
			Total for Check Number 312248:	0.00	838.24

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Void Checks	Check Amount
312249	TIM4011	Time Warner Cable	03/25/2021		
	0224964020821	Account # 8448 30 008 0224964 (02/08-03/07/2021)			386.52
	0251967022221	Account # 8448 30 008 0251967 (02/22-03/21/2021)			2.71
	0269985021721	Account # 8448 30 008 0269985 (02/17-03/16/2021)			179.81
			Total for Check Number 312249:	0.00	569.04
312250	POR4707	United Site Services, Inc.	03/25/2021		
	114-11547977	Skate Park Portable Restrooms 01/26-02/22/2021			339.72
			Total for Check Number 312250:	0.00	339.72
312251	WFGO6712	Wells Fargo Bank	03/25/2021		
	1945905	2013 Wtr. Rev. Bonds Administration Fees			2,000.00
			Total for Check Number 312251:	0.00	2,000.00
312252	WLHD8020	Westlake Hardware	03/25/2021		
	14301436	FD Hardware Supplies			15.42
	14301437	FD Hardware Supplies			-15.42
	14301454	PD Hardware Supplies			55.11
	14301459	FD Hardware Supplies			28.64
	14301481	PD Hardware Supplies			11.01
	14301486	PD Hardware Supplies			16.47
	14301494	PW Hardware Supplies			99.19
	14301495	PD Hardware Supplies			6.60
	14301499	FD Hardware Supplies			26.10
	14301500	PD Hardware Supplies			59.44
	14301504	PW Hardware Supplies			9.90
	14301506	PD Hardware Supplies			79.25
	14301508	PD Hardware Supplies			-79.25
	14301511	PD Hardware Supplies			5.49
	14301516	PW Hardware Supplies			18.93
	14301517	PW Hardware Supplies			137.71
	14301519	PW Hardware Supplies			500.42
	14301523	FD Hardware Supplies			147.19
	14301529	PW Hardware Supplies			112.27
	14301531	PD Hardware Supplies			23.12
	14301535	PD Hardware Supplies			59.44
	14301537	PW Hardware Supplies			50.68
	14301545	PW Hardware Supplies			55.11
	14301549	PW Hardware Supplies			60.15
	14301551	PW Hardware Supplies			584.87
	14301552	FD Hardware Supplies			99.21
			Total for Check Number 312252:	0.00	2,167.05
312253	XRXF5010	Xerox Financial Svcs	03/25/2021		
	2451934	Lease Payment Contract # 010-0061587-002 (12/06-02/05/2021)			550.10
	2463077	Lease Payment Contract # 010-0061587-003 (01/18-02/17/2021)			161.25
	2477837	Lease Payment Contract # 010-0061587-001 (01/10-03/09/2021)			3,812.16
			Total for Check Number 312253:	0.00	4,523.51
312254	NXPX2920	Nexusplex	03/25/2021		
	2021-012	Citywide Local Business Marketing Plan Payment # 1			10,000.00
			Total for Check Number 312254:	0.00	10,000.00
			Total for 3/25/2021:	50,000.00	243,536.69

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Void Checks	Check Amount
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Report Total (28 checks):				50,000.00	243,536.69
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Accounts Payable

Checks by Date - Detail by Check Date

User: calvarez
Printed: 3/30/2021 10:36 AM



Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
ACH	COBR7131 1219927 128913	The Advantage Group April 2021 HRA Premium Reimbursement Batch ID # 1219927 March 2021 Admin Fee	03/30/2021	16,539.29 300.00
Total for this ACH Check for Vendor COBR7131:				16,839.29
Total for 3/30/2021:				16,839.29
Report Total (1 checks):				16,839.29

ATTACHMENT 3
General City Warrant List

Accounts Payable

Checks by Date - Detail by Check Date

User: calvarez
 Printed: 4/1/2021 1:17 PM



Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
ACH	AIR6010 9978106421	Airgas USA LLC Oxygen Cylinder Rental - February 2021	04/07/2021	285.59
Total for this ACH Check for Vendor AIR6010:				285.59
ACH	AMPM5011 40978-45844	AM/PM Door, Inc. Fire Dept. Door Detector Loop Troubleshoot & Repair 11.25.2020	04/07/2021	524.91
Total for this ACH Check for Vendor AMPM5011:				524.91
ACH	CAEN9297 0196445 196445	Carollo Engineers Preparation of City's Integrated Water & WW Plan February 2021 Preparation of City's Integrated Water & WW Plan February 2021	04/07/2021	1,034.30 1,965.45
Total for this ACH Check for Vendor CAEN9297:				2,999.75
ACH	CHWP2010 46867 46867 46868 46870 46871 46873 46874 46875 46875	Colantuono, Highsmith & Whatley, PC General Services COVID-19 Labor & Employment Water & Utilities Special Projects Misc. Litigation Gardena v. RWQCB Credit Memo Case # 2	04/07/2021	9,844.00 156.00 1,200.50 2,499.00 13,641.00 1,592.50 318.50 -4,410.00 30,843.22
Total for this ACH Check for Vendor CHWP2010:				55,684.72
ACH	DDL8010 2303	Dr. Detail Ph.D Fleet Cleaning and Sanitizing for Dial-a-Ride Vehicles - COVID-19	04/07/2021	765.00
Total for this ACH Check for Vendor DDL8010:				765.00
ACH	ECC9000 18695	E.C. Construction Striping on Meridian Ave. from Monterey Road	04/07/2021	5,370.00
Total for this ACH Check for Vendor ECC9000:				5,370.00
ACH	ERIZ 113462	Erin Isozaki Refund for Cancelled Class due to COVID-19	04/07/2021	126.00
Total for this ACH Check for Vendor ERIZ:				126.00
ACH	GOVE2013 INV-14807 INV-14808	Governmentjobs.com, Inc. NeoGov Insight Subscription Fee 07/01/20-06/30/21 Governmentjobs.com Subscription Fee 07/12/20-07/11/21	04/07/2021	8,638.30 990.00
Total for this ACH Check for Vendor GOVE2013:				9,628.30
ACH	GPPT9090	Gopher Patrol	04/07/2021	

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	462733	Rodent Control City Parks March 2021		250.00
Total for this ACH Check for Vendor GPPT9090:				250.00
ACH	INCG6011 67345	Interwest Consulting Group On-Call Construction Management @ Alpha Ave	04/07/2021	10,717.50
Total for this ACH Check for Vendor INCG6011:				10,717.50
ACH	JHMS8020	JHM Supply	04/07/2021	
	242591/1	Irrigation Supplies for Garfield Park		9.33
	244708/1	Irrigation Supplies		120.16
	244713/1	Irrigation Supplies		66.99
	246026/1	Supplies for Parks Division		43.97
	246026/1	Supplies for Parks Division		43.98
	246366/1	Irrigation Supplies & Irrigation Repairs at City Parks		45.59
	246366/1	Irrigation Supplies & Irrigation Repairs at City Parks		395.56
	246932/1	Irrigation Supplies		48.59
Total for this ACH Check for Vendor JHMS8020:				774.17
ACH	LCW7456	Liebert Cassidy Whitmore	04/07/2021	
	1514717	Personnel Matters - 02/2021		130.50
	1514719	Personnel Matters - 02/2021		459.00
	1514721	Personnel Matters - 02/2021		2,022.50
	1514722	Personnel Matters - 02/2021		1,468.00
Total for this ACH Check for Vendor LCW7456:				4,080.00
ACH	LDCR6410	LandCare USA LLC	04/07/2021	
	376613	Landscape Lighting Maint.		934.97
	376613	Prop A Park Maint.		1,233.21
	376613	Water Distribution Landscape Services		1,669.68
	376613	Median Strips		3,682.69
	376613	Park Maint. Contract Services		16,754.53
	385238	Water Distribution Landscape Services		1,669.68
	385238	Landscape Lighting Maint.		934.97
	385238	Prop A Park Maint.		1,233.21
	385238	Median Strips		3,682.69
	385238	Park Maint. Contract Services		16,833.54
Total for this ACH Check for Vendor LDCR6410:				48,629.17
ACH	NRMP7010 INV00239061	NEARMAP US INC Nearmap Vertical for Government Annual Subsc	04/07/2021	5,000.00
Total for this ACH Check for Vendor NRMP7010:				5,000.00
ACH	NV5R9266 198014	NV5 Construction Mgmt & Inspections Svcs - Graves	04/07/2021	24,029.80
Total for this ACH Check for Vendor NV5R9266:				24,029.80
ACH	POS5265 1355768 1355768	Post Alarm Systems Monthly Post Alarm System for Orange Grove R Monthly Post Alarm System for WMB.	04/07/2021	51.74 51.74
Total for this ACH Check for Vendor POS5265:				103.48
ACH	POSU8132 52446152 52446152	Prudential Overall Supply Public Works Scrapper Mats 02/02/2021 Public Works Scrapper Mats 02/02/2021	04/07/2021	3.87 3.87

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	52446152	Public Works Scrapper Mats	02/02/2021	3.87
	52446152	Public Works Scrapper Mats	02/02/2021	3.87
	52446152	Public Works Scrapper Mats	02/02/2021	3.87
	52446153	Public Works Uniform Cleaning Services	02/02/2021	9.65
	52446153	Public Works Uniform Cleaning Services	02/02/2021	14.38
	52446153	Public Works Uniform Cleaning Services	02/02/2021	11.45
	52446153	Public Works Uniform Cleaning Services	02/02/2021	9.65
	52446153	Public Works Uniform Cleaning Services	02/02/2021	25.93
	52446154	Public Works Uniform Cleaning Services Water Division	02/02/2021	32.16
	52446154	Public Works Uniform Cleaning Services Water Division	02/02/2021	30.84
	52446155	Public Works Scrapper Mats Water Division	02/02/2021	6.24
	52446155	Public Works Scrapper Mats Water Division	02/02/2021	6.23
	52448185	Public Works Scrapper Mats	02/09/2021	3.87
	52448185	Public Works Scrapper Mats	02/09/2021	3.87
	52448185	Public Works Scrapper Mats	02/09/2021	3.87
	52448185	Public Works Scrapper Mats	02/09/2021	3.87
	52448185	Public Works Scrapper Mats	02/09/2021	3.87
	52448186	Public Works Uniform Cleaning Services	02/09/2021	25.93
	52448186	Public Works Uniform Cleaning Services	02/09/2021	9.65
	52448186	Public Works Uniform Cleaning Services	02/09/2021	14.38
	52448186	Public Works Uniform Cleaning Services	02/09/2021	9.65
	52448186	Public Works Uniform Cleaning Services	02/09/2021	11.45
	52448187	Public Works Uniform Cleaning Services Water Division	02/09/2021	32.49
	52448187	Public Works Uniform Cleaning Services	02/09/2021	31.72
	52448188	Public Works Scrapper Mats	02/09/2021	6.23
	52448188	Public Works Scrapper Mats Water Division	02/09/2021	6.24
		Total for this ACH Check for Vendor POSU8132:		332.97
ACH	REF6601	Refrigeration Supplies Distributor	04/07/2021	
	1540518-00	Air Conditioning Supplies & Filters		169.11
	1540640-00	Air Conditioning Supplies & Filters		63.99
		Total for this ACH Check for Vendor REF6601:		233.10
ACH	STSM1020	Studio Spectrum	04/07/2021	
	191818	City Council Meeting Production & Streaming Services	02/03-02/17	2,250.00
		Total for this ACH Check for Vendor STSM1020:		2,250.00
ACH	SWRCB833	State Water Resources Control Board	04/07/2021	
	WD-0181137	Water Perveyor Discharge Permit Annual Fee FY 2020-21		682.00
		Total for this ACH Check for Vendor SWRCB833:		682.00
ACH	TRA5998	Transtech Engineers, Inc.	04/07/2021	
	20204592	Building Division & Plan Check Services October 2020		20,675.14
	20204593	Building Division & Plan Check Services October 2020		24,378.39
	20204596	Building Division & Plan Check Services November 2020		19,021.72
	20204597	Building Division & Plan Check Services November 2020		16,975.65
	20204600	Building Division & Plan Check Services December 2020		18,262.92
	20204601	Building Division & Plan Check Services December 2020		23,962.82
		Total for this ACH Check for Vendor TRA5998:		123,276.64
ACH	VEWI8020	Vision Electric Wholesale Inc.	04/07/2021	
	40761	City Lighting & Electrical Hardware		248.06
	41295	City Lighting & Electrical Hardware		248.06
	41330	City Lighting & Electrical Hardware		118.41
	41364	City Lighting & Electrical Hardware		1,730.35
	41406	City Lighting & Electrical Hardware		134.64

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	41524	City Lighting & Electrical Hardware		158.76
	41526	City Lighting & Electrical Hardware		129.81
	41588	City Lighting & Electrical Hardware		159.80
Total for this ACH Check for Vendor VEWI8020:				2,927.89
ACH	WEL7777 9070	Wells' Tapping Service Inc Water Line Tapping Service at Spruce Street	04/07/2021	425.00
Total for this ACH Check for Vendor WEL7777:				425.00
ACH	WES4152 170002 170002 170390 170390 170391 170391 170391	West Coast Arborists, Inc. Park Maint. Contract Services 02/16-02/28/2021 Street Tree Maint. Contract Services 02/16-02/28/2021 Park Maint. Contract Services 03/01-03/11/2021 Street Tree Maint. Contract Services 03/01-03/11/2021 Street Tree Maint. Removal Replacement 03/12-03/18/2021 Park Maint. Contract Services 03/12-03/15/2021 Street Tree Maint. 03/12-03/15/2021	04/07/2021	1,300.00 10,534.00 2,080.00 20,164.00 1,428.00 800.00 1,920.00
Total for this ACH Check for Vendor WES4152:				38,226.00
ACH	ZUMAR103 91209	Zumar Industries, Inc. New Street Signs to Post	04/07/2021	3,300.64
Total for this ACH Check for Vendor ZUMAR103:				3,300.64
312255	AJGL INV-0035	AJ Glass & Windows Repair Broken Double Pane Glazed Window at Garfield Operations	04/07/2021	991.30
Total for Check Number 312255:				991.30
312256	ALH0179 29720 February 2021 January 2021	Alhambra Car Wash Car Wash Unit # 1801 February PD Car Washes PD Car Washes January 2021	04/07/2021	35.00 154.00 187.00
Total for Check Number 312256:				376.00
312257	ALSC4011 027328	Alhambra Smog Center Smog Test on Unit # 1102	04/07/2021	40.00
Total for Check Number 312257:				40.00
312258	AMER814 7001880203	American Water Works Ass'n. Annual Membership Renewal Fee for Water Syste	04/07/2021	2,373.00
Total for Check Number 312258:				2,373.00
312259	ATSS6010 9973625 9973626	Athens Services Street Sweeping February 2021 Athens Bus Bench Pickup February 2021	04/07/2021	750.00 2,163.80
Total for Check Number 312259:				2,913.80
312260	BT4U8180 0221-3319	Better 4 You Meals Meals for Onsite Program February 2021	04/07/2021	4,701.20
Total for Check Number 312260:				4,701.20
312261	WON6400 611233	Bob Wondries Ford Repairs to Unit # 198	04/07/2021	70.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 312261:	70.00
312262	CAL6695 1015-2100215110 1015-2100215110	CA American Water Co. Water Connection Fee Wilson Well # 2 (01/22-02/19/21) Water Connection Fee Wilson Well # 2 (12/23-01/21/21)	04/07/2021	11.42 26.93
			Total for Check Number 312262:	38.35
312263	DEP5072 SL210324	CA Dept of Transportation Signals & Lighting Billing October 2020-December 2020	04/07/2021	3,389.98
			Total for Check Number 312263:	3,389.98
312264	CAN0607 20270 20277 5601 5619 5642 5694 5764	Cantu Graphics Coraplast Park Playground Signs COVID-19 Coraplast Park Playground Signs COVID-19 Business Cards for John Steinmeyer Uncoated Business Cards - Zoning Code Hotline 24x36 Matte Mounted Poster Order of 3 Public Notice Boards Business Cards for Jose Villegas & Malinda Lim	04/07/2021	440.45 476.28 43.75 43.75 62.42 193.82 99.11
			Total for Check Number 312264:	1,359.58
312265	CCMS 21-01 21-02	CCMS, Inc. Contract for City Council Minutes Contract for City Council Minutes	04/07/2021	2,262.50 700.00
			Total for Check Number 312265:	2,962.50
312266	CON9152 21-010	Control Automation Design Inc Maint. of City's Supervisory Control Data Aquisition System	04/07/2021	1,440.00
			Total for Check Number 312266:	1,440.00
312267	CVHD5270 113595	Heidi Covarrubias Refund Course Due to COVID-19	04/07/2021	120.00
			Total for Check Number 312267:	120.00
312268	DBEL5010 1450	DB Electronics Vehicle Maint. Fire Engine RA81	04/07/2021	1,998.75
			Total for Check Number 312268:	1,998.75
312269	DOJ4011 488679 498378	Dept of Justice PD Fingerprinting Applications for December 2020 PD Fingerprinting Applications for February 2021	04/07/2021	96.00 64.00
			Total for Check Number 312269:	160.00
312270	ENT5426 0156737-IN 0157321-IN	Entenmann-Rovin 10 Mini Badge Pins for Police Department Flat Badge for PA Gramajo	04/07/2021	257.49 118.19
			Total for Check Number 312270:	375.68
312271	FOST 001 001 001	Fair Oaks Smog Test Smog Inspection of PW Units # 635, 54 , 320, 102, 101 Smog Inspection of PW Units # 635, 54 , 320, 102, 101 Smog Inspection of PW Units # 635, 54 , 320, 102, 101	04/07/2021	80.00 80.00 80.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 312271:	240.00
312272	FED1109 7-260-64097	FedEx Water Division Shipping Costs for GAC Media	04/07/2021	246.61
			Total for Check Number 312272:	246.61
312273	FGEN8020 9770423 9770423-1 9772928 9800217	Ferguson Enterprises LLC # 1350 City Plumbing Supplies for Garfield Park Restrooms Garfield Park Fixture Supplies City Plumbing Supplies - Garfield Park Toilets City Plumbing Supplies- Garfield Park Flush Actuators	04/07/2021	290.44 353.07 312.76 173.80
			Total for Check Number 312273:	1,130.07
312274	GAR5011 135001 135828	Garvey Equipment Co Parks Division Equipment Street Division Equipment	04/07/2021	69.13 141.70
			Total for Check Number 312274:	210.83
312275	THR5910 5571	George L.Throop Co. Supplies to repair bricks at Eddie Park	04/07/2021	88.49
			Total for Check Number 312275:	88.49
312276	EGGO4011 02.04-02.05.21 02.22.2021	Elias Giron-Garrido Reimb. Training Class Expenses for Offcr. Giron 02.04-02.05.2021 Reimb. Training Class Expenses for Offcr. Giron 02.22.2021	04/07/2021	40.54 16.58
			Total for Check Number 312276:	57.12
312277	GOV1249 2042192	Government Finance Officers Association Renewal for Member ID: 300242192	04/07/2021	150.00
			Total for Check Number 312277:	150.00
312278	GOST8180 129929 129935	Government Staffing Services, Inc. MuniTemp Staffing Assistance for W/E 02/28/21 MuniTemp Staffing Assistance 03/01-03/14/2021	04/07/2021	1,312.50 4,200.00
			Total for Check Number 312278:	5,512.50
312279	GRA6601 9809309306	Grainger Lubricant & Cutting Grease for Water Service Taps	04/07/2021	10.16
			Total for Check Number 312279:	10.16
312280	ISGU4011 02.22.2021	Issac Gutierrez Reimb. Training Expense for Offer. Gutierrez 02	04/07/2021	19.04
			Total for Check Number 312280:	19.04
312281	HAC6711 12323017 12327624	Hach Company Chloring Analyzer of Solution Reagent at Pumps Chloring Analyzer of Solution Reagent at Pumps	04/07/2021	868.95 1,621.74
			Total for Check Number 312281:	2,490.69
312282	HATC8025 11709 11756	Halls Auto Tech Center Transit Division Vehicle Maint. Unit # 79 Transit Division Vehicle Maint. Unit # 80	04/07/2021	315.45 95.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	11771	Transit Division Vehicle Maint. Unit # 77		70.00
	11807	Transit Division Vehicle Maint. Unit # 78		70.00
Total for Check Number 312282:				550.45
312283	HOM1515	Home Depot Credit Services	04/07/2021	
	263096	Fire Department Supplies		103.38
	9011164	Fire Department Supplies		1,546.58
	9212831	Fire Department Supplies (Credit Memo)		-1,450.87
Total for Check Number 312283:				199.09
312284	INT6115	Interstate Batteries	04/07/2021	
	178421	Replacement of Battery for Water Division Unit		98.92
Total for Check Number 312284:				98.92
312285	IICC8025	Irwindale Industrial Clinic	04/07/2021	
	279976-1017163	DOT Driver Physical		50.00
Total for Check Number 312285:				50.00
312286	JCRS5011	Jones Coffee Roasters	04/07/2021	
	49094	Fire Department Supplies		139.05
Total for Check Number 312286:				139.05
312287	LAW6711	Lawn Mower Corner	04/07/2021	
	21842	Repair of Concrete & Pipe Cutting Saw		170.49
Total for Check Number 312287:				170.49
312288	LIFE822	Life-Assist Inc.	04/07/2021	
	1079751	Fire Dept. Medical Supplies		420.88
	1080895	Fire Dept. Medical Supplies		48.09
	1083390	Fire Dept. Medical Supplies		791.45
Total for Check Number 312288:				1,260.42
312289	MBFEC106	Marx Bros. Fire Extinguisher Co.	04/07/2021	
	S 22296	Semi Annual Inspection of 2.5 Gallon Fire Syste		110.00
Total for Check Number 312289:				110.00
312290	MER2145	Merit Oil Company	04/07/2021	
	635396	Unleaded Fuel for City Departments		8,332.51
	635396	Unleaded Fuel for City Departments		193.77
	635396	Unleaded Fuel for City Departments		193.78
	635396	Unleaded Fuel for City Departments		775.12
	635396	Unleaded Fuel for City Departments		193.78
Total for Check Number 312290:				9,688.96
312291	MOR2900	Morrow & Holman Plumbing Inc	04/07/2021	
	P-2-15086	Urgent Repair of Library Water Heater		1,400.00
	P-9-14077	Urgent Repair of Irrigation for Drinking Fountain		411.71
Total for Check Number 312291:				1,811.71
312292	MWSI2029	Multi W. Systems Inc.	04/07/2021	
	32130287	Emergency Replacement of Arroyo Park South Sewer Lift Station.		350.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 312292:	350.00
312293	NETM4010 M00224	NetMotion Software, Inc. Annual Software Maint. 35 Devices Police Dept	04/07/2021	3,190.70
			Total for Check Number 312293:	3,190.70
312294	NCMC4011 85630	New Century Motorcycles Lube, Oil, and Filter Change for Unit # 1801	04/07/2021	156.36
			Total for Check Number 312294:	156.36
312295	OREI6711 3213-203835	O' Reilly Automotive Inc. Replacement of Batteries for Units # 78 & 103	04/07/2021	329.62
			Total for Check Number 312295:	329.62
312296	OHDLLP 72439	OHD, LLLP Annual Calibration & Preventative Maint. for Respirator	04/07/2021	878.96
			Total for Check Number 312296:	878.96
312297	PMHE6116 6397940 6397940 6397940 6397940 6397940 6397940 6397940	Pape Material Handling Exchange Service Yard Forklift Qtrly. Maint. Service Yard Forklift Qtrly. Maint. Service Yard Forklift Qtrly. Maint. Service Yard Forklift Qtrly. Maint. Service Yard Forklift Qtrly. Maint. Service Yard Forklift Qtrly. Maint. Preventative Maint. on John Deer Tractor	04/07/2021	27.19 27.19 27.19 27.19 27.19 27.19 241.54
			Total for Check Number 312297:	404.68
312298	BKAC2013 28366	Prime Actuarial Consulting, LLC Actuarial Services for Budget & Risk (12/2020-06/2021)	04/07/2021	4,500.00
			Total for Check Number 312298:	4,500.00
312299	PGXI4011 3267	Prime Graphix Inc. Full Decal for 3 2020 BMW Motorcycles	04/07/2021	410.63
			Total for Check Number 312299:	410.63
312300	QNCT230 PC260011675 Q1543201	Quinn Cat Company Air Compressor 185 CFM Atlas & Air Tools Air Compressor 185 CFM Atlas & Air Tools	04/07/2021	2,565.61 25,185.00
			Total for Check Number 312300:	27,750.61
312301	RIHD6710 46837	R & I Holdings Inc. Preventative Service of Asphalt Compaction Equ	04/07/2021	172.52
			Total for Check Number 312301:	172.52
312302	RHCC7101 D20-120-ZSPS	Rio Hondo College Police Recruit Agility Test	04/07/2021	27.24
			Total for Check Number 312302:	27.24
312303	RIPU8540 16300	Roadline Products Inc. USA Repair of Paint Shaker for Street Division Street	04/07/2021	457.85

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 312303:	457.85
312304	SGVMC111 867324	San Gabriel Valley Medical Center Blood Alcohol Withdrawal	04/07/2021	48.00
			Total for Check Number 312304:	48.00
312305	SCAT6710 15699 15710 15725 15786 15811 15817 15850	Scott's Automotive Preventative Vehicle Maint. for PW Unit # 635 Preventative Vehicle Maint. for PW Unit # 635 Preventative Vehicle Maint. for PW Unit # 327 Police Department Vehicle Maint. & Repairs Unit # 198 Police Department Vehicle Maint. & Repairs Unit # 1501 Police Department Vehicle Maint. & Repairs Unit # 1201 Police Department Vehicle Maint. & Repairs Unit # 198	04/07/2021	472.91 101.65 303.41 523.34 84.13 543.08 86.63
			Total for Check Number 312305:	2,115.15
312306	SDSI0107 231062 231063 231064 231065 231066 231067 231068 231069 231474 231475 231476 231477	SDS Security Design Systems Council Chambers Access Control 03/01/2021-03/31/2021 City Hall Access Control 1st Floor 03/01/2021-03/31/2021 City Hall Gate Access Control 03/01/2021-03/31/2021 Fire Department Gate Access Control 03/01-03/31/2021 Fire Department Access Control 03/01-03/31/2021 Police Dept. Security Camera Lease March 2021 Police Dept. Security Camera Lease March 2021 Police Dept. Security Camera Lease March 2021 Police Dept. Security Camera Lease April 2021 Police Dept. Security Camera Lease April 2021 Police Dept. Security Camera Lease April 2021 Police Dept. Security Camera Lease April 2021	04/07/2021	67.12 101.71 45.66 36.66 77.14 65.18 217.46 113.00 65.18 217.46 113.00 30.00
			Total for Check Number 312306:	1,149.57
312307	SHRFF 36703	Sheriffs' Relief Association 5 Name Badges for Police Dept.	04/07/2021	82.13
			Total for Check Number 312307:	82.13
312308	SJC1046 BL-2020-428	St. James Church Refund Duplicate Payment BL-2020-428	04/07/2021	1,618.61
			Total for Check Number 312308:	1,618.61
312309	SRYC5011 3005484806	Stericycle Inc. Medical Waste Disposal	04/07/2021	149.77
			Total for Check Number 312309:	149.77
312310	TOM4455 17317 17886	Tom's Clothing & Uniforms Inc Fire Department Uniform for Z Archer Fire Department Uniform for Z Archer	04/07/2021	308.68 180.80
			Total for Check Number 312310:	489.48
312311	TRMRAD 266125557	Mori Adam Toru Citation # 266125557 Dismissal & Refund	04/07/2021	50.00
			Total for Check Number 312311:	50.00
312312	UCL6115	UC Regents	04/07/2021	

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	2846	Paramedic Continuing Education for March 2021		2,150.50
			Total for Check Number 312312:	2,150.50
312313	UND6710 1120200712 dsb20200544 dsb20201165	Underground Service Alert Underground Service Alert Fees 12/01/2021 Underground Service Alert Fees 04/07/2021 Underground Service Alert Fees 03/01/2021	04/07/2021	138.70 65.04 65.04
			Total for Check Number 312313:	268.78
312314	POR4707 114-11657683	United Site Services, Inc. Skate Park Portable Restrooms 02/23-03/22/2021	04/07/2021	339.72
			Total for Check Number 312314:	339.72
312315	UPP7789 2/01-21 2/02-21 2021Q1	Upper S.G.Mun. Water Dist. Municipal Water District Connection Fee Municipal Water District Connection Fee Municipal Water District Capacity Charge Q1	04/07/2021	89.17 89.17 2,675.00
			Total for Check Number 312315:	2,853.34
312316	URBP8035 220000277496 220000315902 220000315970 220000335581 220000392368	Urban Pet Dog Food for K-9 Barry & Lisu Dog Food for K-9 Barry & Lisu Dog Food for K-9 Barry & Lisu Dog Food for K-9 Barry & Lisu Dog Food for K-9 Barry & Lisu	04/07/2021	143.98 143.98 169.98 169.98 143.98
			Total for Check Number 312316:	771.90
312317	VALD4011 02.22.2021	Catalina Valdez Reimb. Training Expense for Offcr. Valdez 02.22	04/07/2021	17.58
			Total for Check Number 312317:	17.58
312318	WEWW6710 1207041-00 1207556-00	Western Water Works Replacement of Valve at Westside Reservoir Replacement of Valve at Westside Reservoir	04/07/2021	113.33 89.74
			Total for Check Number 312318:	203.07
312319	WGZM6011 20-03-167 20-05-219	WG Zimmerman Engineering, Inc. Traffic Study 625 Fair Oaks Ave. March 2020 (Re-Issue) PW & CIP Project Support Services May 2020 (Re-Issue)	04/07/2021	1,450.00 506.25
			Total for Check Number 312319:	1,956.25
312320	WIT6353 2102059	Wittman Enterprises LLC Paramedic Billing Services February 2021	04/07/2021	3,307.28
			Total for Check Number 312320:	3,307.28
312321	GRA1244 SPAS0221	Woods Maintenance Services, Inc. City Wide Graffiti Removal Services February 2021	04/07/2021	570.00
			Total for Check Number 312321:	570.00
			Total for 4/7/2021:	444,937.67

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Report Total (92 checks):	444,937.67

ATTACHMENT 4
Supplemental ACH
Payments



ACH Payment Log			
Date	Vendor	Amount	Description
2/25/2021	UMPQUA Bank	\$8,545.69	Online Payment for City's January 2021 Credit Card Charges
03/11/2021	So Cal Gas	\$987.80	Online Payment for City's So Cal Gas Accounts.
3/15/2021	So Cal Edison	\$17,097.38	Online Payment for City's So Cal Edison Accounts.
3/18/2021	So Cal Edison	\$26,381.69	Online Payment for City's So Cal Edison Accounts.
3/22/2021	Pitney Bowes	\$2,000.00	Online Payment for Pre-Loaded Postage Funds.
3/25/2021	UMPQUA Bank	\$5,173.08	Online Payment for City's February 2021 Credit Card Charges

Total: **\$60,185.64**

February 2021 Credit Card Summary
--

Date	Vendor Name	Description	Amount
2/5/2021	GOTPRINT.COM	Re-Printing of Fine Free Promo Piece	\$204.03
2/12/2021	Acco Brands Direct	Air Purifier Replacement & UV Bulbs for Library	\$308.15
2/13/2021	BestBuy.com	Passport Phot Printer	\$143.30
2/16/2021	Crowdcast, Inc.	Crowdcast Event Streaming Platform	\$49.00
2/20/2021	GOTPRINT.COM	Printing of Library App Promo Piece	\$149.79
2/18/2021	USPS Kiosk	Postage	\$30.25
02/03-02/25/2021	Chevron South Pasadena	Fuel for Motor Officers	\$273.79
2/18/2021	WWW.COSTCO.COM	Pallet of Water	\$485.99
2/19/2021	OC Sheriffs Dept.	PC 832 Training Class for Fire Dept.	\$90.00
2/24/2021	Monrovia Parts & Service	Repairs and Service of Ambulance	\$1,191.95
1/31/2021	EIG Constant Contact	Constant Contact Annual Dues	\$840.00
2/1/2021	ITE Career Center	Job Posting for Deputy PW Director	\$295.00
2/2/2021	Jobs Available.com	Job Posting for Deputy PW Director	\$351.00
2/2/2021	Jobs Available.com	Job Posting for Deputy PW Director	\$312.00
2/8/2021	Zoom.US	Monthly Zoom Fee P&B Dept.	\$16.11
2/12/2021	Brown & Caldwell	City Clerk Training	\$100.00
2/17/2021	Best Best & Krieger LLP	City Clerk Training	\$100.00
2/22/2021	Zoom.US	Monthly Zoom Fee for City Manager & City Clerk Division	\$16.11
3/25/2021	UMPQUA	Finance Charges	\$216.61
Total:			<i>\$5,173.08</i>

ATTACHMENT 5
Prepaid & Warrant Voids

Accounts Payable

Void Check Proof List

User: ealvarez
 Printed: 03/25/2021 - 12:56PM



Account Number	Amount	Invoice No	Inv Date	Description	Reference	Task Label	Type	PONumber	Close PO?	Line Item
Vendor: CHA3010	SPCC Corp									
Check No: 0	Check Date: 03/25/2021									
	25,000.00	2021-012	03/24/2021	Citywide Local Business Marketing Pl				3332	No	1
101-2010-2011-8170-000										
Check Total:	25,000.00									
Vendor Total:	25,000.00									
Vendor: NXPX2920	Nexusplex									
Check No: 312244	Check Date: 03/25/2021									
	25,000.00	2021-012	03/24/2021	Citywide Local Business Marketing Pl				3333	No	1
101-2010-2011-8170-000										
Check Total:	25,000.00									
Vendor Total:	25,000.00									
Report Total:	50,000.00									

ATTACHMENT 6
Payroll Summary

Liability	Taxes Debited			
	Federal Income Tax		68,055.45	
	Earned Income Credit Advances		.00	
	Social Security - EE		1,448.75	
	Social Security - ER		1,448.74	
	Social Security Adj - EE		.00	
	Medicare - EE		8,695.91	
	Medicare - ER		8,695.83	
	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		27,418.86	
	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	115,763.54
Other Transfers	ADP Direct Deposit	Acct. No. XXXXX3688	Tran/ABA XXXXXXXXX	429,449.55
	ADP Check	Acct. No. XXXXX3688	Tran/ABA XXXXXXXXX	3,014.75
	Wage Garnishments	Acct. No. XXXXX3688	Tran/ABA XXXXXXXXX	2,888.10
	Total Amount Debited From Your Accounts			551,115.94
Bank Debits and Other Liability	Adjustments/Prepay/Voids			.00
Taxes - Your Responsibility	None This Payroll			

Total Liability
551,115.94
551,115.94
551,115.94

Net Pay	Checks	3,014.75	
	Direct Deposits	429,449.55	
	Subtotal Net Pay		432,464.30
	Adjustments	.00	
	Total Net Pay Liability (Net Cash)		432,464.30

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				68,055.45	
	Earned Income Credit Advances					
	Social Security				1,448.75	1,448.74
	Medicare				8,695.91	8,695.83
	Medicare Surtax					
	Federal Unemployment Tax					
	Subtotal Federal				78,200.11	10,144.57
	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				78,200.11	10,144.57
						88,344.68
State	CA State Income Tax				27,418.86	
	CA State Unemployment Insurance-ER					
	CA State Disability Insurance-EE					
	Subtotal CA				27,418.86	27,418.86
	Total Taxes		.00	.00	105,618.97	10,144.57

Amount ADP Debited From Account XXXXX3688 Tran/ABA XXXXXXXXXX 115,763.54

Excludes Taxes That Are Your Responsibility

Other	ADP Direct Deposit	429,449.55	
Transfers	ADP Check	3,014.75	
	Wage Garnishments	2,888.10	
	Amount ADP Debited From Account XXXXX3688 Tran/ABA XXXXXXXXXX		435,352.40

213 Employee Transactions

Total Amount ADP Debited From Your Accounts 551,115.94



City Council Agenda Report

ITEM NO. 4

DATE: April 7, 2021

FROM: Sean Joyce, Interim City Manager

PREPARED BY: Shahid Abbas, Public Works Director
Anteneh Tesfaye, Acting Deputy Public Works Director

SUBJECT: **Purchase of Carbon Media from Calgon Carbon Corporation for the Wilson Wellhead Treatment System for a Total Not-to-Exceed Amount of \$225,000**

Recommendation Action

It is recommended that the City Council authorize the sole source purchase of carbon media from Calgon Carbon Corporation (Calgon) for a total not-to-exceed amount of \$225,000 (\$221,640 for the bid amount and \$3,360 for contingency) for the Wilson Wellhead Treatment System. There are adequate funds included in the proposed FY 2021 budget in line item 500-6010-6711-8180-000, Water Production Contract Services.

Discussion/Analysis

The Wilson Wellhead Treatment project was completed in March 2019, with the City Council approving the notice of completion on April 17, 2019. The state-of-the-art facility of the Wilson Wellhead Treatment System project consists of a GAC wellhead treatment system with eight 20,000 lbs vessels, providing not only a permanent compliance with the State Water Resources Control Board (SWRCB) 1,2,3-TCP regulation but also exceeding the water quality guidelines.

The groundwater from the Wilson wells pass through the Granular Activate Carbon (GAC) vessels of the Wilson Wellhead Treatment System and the granular active carbon media inside the GAC vessels remove 1,2,3,-Trichloropropane (1,2,3-TCP) contaminate from the groundwater. The removal of the 1,2,3-TCP contaminate allows the water to be safe to drink. To comply with the operational guidelines of the State Water Resources Control Board Division of Drinking Water (SWRCB-DDW) and continue to effectively operate the Wilson Wellhead Treatment System, the replacement of the carbon media is essential.

This is an ongoing media purchase with the first half of the media replacement approved by the City Council on September 18, 2019 and second on June 17, 2020. The analysis of the first half of the spent media revealed the presence of mercury, a naturally-occurring chemical element found in rock in the earth's crust. The level of mercury found in the groundwater is substantially below the state and federal standards. However, the mercury level in the spent GAC media exceeded the regeneration process and subsequently had to be disposed at an authorized waste

landfill. The new carbon media will allow the continued safe water supply from the Wilson wells and comply with SWRCB-DDW's contamination mitigation guidelines.

The purchase is sole source because Calgon is the sole authorized manufacturer of the GAC vessels and supplier of the FILTRASORB 400 media approved for use by DDW at the Wilson Treatment System.

Finally, the purchase of the GAC media is critical for the continual operation of the Wilson wells, which will reduce the City's purchase of surface water from Metropolitan Water District of Southern California (MWD) at a significantly higher rate and avoid water discoloration due to MWD water in the City water system. This purchase qualifies for sole source purchase exemption from the Public Contracts Code pursuant to SPMC § 2.99-37(a)(3).

Legal Review

The City Attorney has reviewed this item.

Fiscal Impact

The Proposed Fiscal Year (FY) 2020-21 Budget includes funding for the purchase of the carbon media in Water Production Contract Services Account No. 500-6010-6711-8180-000.

Environmental Analysis

This item is exempt from California Environmental Quality Act (CEQA) analysis based on State CEQA Guidelines Section 15301 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:

1. Calgon Carbon Proposal
2. SWRCB Resolution No. 2017-0042

ATTACHMENT 1
Calgon Carbon Proposal



January 22, 2021

Quote:00005753r1

South Pasadena city of, CA

Dear Mr. Tesfaye ,

Thank you for your interest in the products and services of Calgon Carbon Corporation. We are pleased to respond to your request for quotation. We are quoting the two options that you had requested an 80,000 lbs option and a 160,000 lbs option for you to consider. Note that we are planning to do this work the same as the last exchange and since we now know what is all involved with that work we have slightly increased our price to cover all of the costs associated with doing it in that manner.

80,000 lb Option:

Product/Packaging: FILTRASORB 400 - BULK

Quantity: 80,000 LBS

Price \$1.56 per pound

Total Price: \$124,800 USD

Sales Tax (@10.25%) \$12,792

Product/Packaging: Freight for virgin material delivery, freight for spent material to landfill, Field service to remove the spent material and bag it and field service to load the new material.

Price: \$84,048 USD

Total Price: \$221.640 USD

160,000 lb Option:

Product/Packaging: FILTRASORB 400 - BULK

Quantity: 160,000 LBS

Price \$1.56 per pound

Total Price: \$249,600 USD

Sales Tax (@10.25%) \$25,584

Product/Packaging: Freight for virgin material delivery, freight for spent material to landfill, Field service to remove the spent material and bag it and field service to load the new

material.

Price: \$168,096 USD

Total Price: \$443,280.00 USD

INCOTerm: Prepaid Shipping & Handling

PAYMENT TERMS: Net30

This quote does not include any applicable taxes. Standard lead time is 7-10 business days after receipt of a purchase order.

CARBON ACCEPTANCE FEE: This does not apply for any impregnated activated carbons.

We are required by our operating permits to sample and analyze all spent carbons prior to their initial shipment to ensure a safe and environmentally friendly reactivation process. Each approval is then required to be revalidated through submittal of a new profile and sample for testing at a frequency of not less than once every five years. The standard fees for initial approval and project revalidation are as follows:

Non-Hazardous Reactivation Testing Fee (Liquid Phase) 1,000.00 USD

Additional analyses may also be required for acceptance of spent carbons from certain applications (e.g., wood treating applications, DBCP or PCB treatment, TCLP analysis, metals testing, etc).

Contact your Technical Sales Representative or the Carbon Acceptance Department for current pricing.

Carbon Acceptance testing will take approximately 3-4 weeks once the sample and paperwork are received by Calgon Carbon Corporation.

SPENT CARBON HANDLING: The Fees listed above include handling of all spent carbon generated in the treatment application provided: 1) the spent carbon satisfies all spent carbon acceptance criteria established by Calgon Carbon; 2) the spent carbon is classified non hazardous as defined under the Federal Resource Conservation and Recovery Act (RCRA). If it is subsequently determined that the spent carbon generated is a Hazardous Waste as defined by RCRA, then the return of the spent carbon will be subject to a RCRA Spent Carbon Reactivation Fee in the amount of TWENTY-FIVE CENTS (.25 USD) for each pound of spent carbon returned on a dry weight basis. The Fee will be determined at the time an order is placed for exchange of Activated Carbon or at the time a return of spent carbon is scheduled if purchase of replacement Activated Carbon is not required.

Quote is valid for 90 days from today

Shipment must take place within 90 days after receipt of a purchase order.

Pricing beyond the terms stated above is subject to change. Calgon Carbon Corporation Terms and Conditions apply.

If you would like to proceed with this offer, please email or fax a purchase order or credit card information to customer relations at 412-787-6323 or customerrelations@calgoncarbon-us.com. **Be sure to include your shipping address, delivery date, and reference the above quotation number on your purchase order.** Please contact me with any additional questions.

Sincerely,

Timothy Brekke
Senior Technical Sales Representative

ATTACHMENT 2
SWRCB Resolution No. 2017-0042

**STATE WATER RESOURCES CONTROL BOARD
RESOLUTION NO. 2017-0042**

**ADOPTING THE PROPOSED REGULATIONS FOR A 1,2,3-TRICHLOROPROPANE
(1,2,3-TCP) MAXIMUM CONTAMINANT LEVEL (MCL) OF 5 PARTS PER TRILLION**

WHEREAS:

1. All public water systems are subject to regulations adopted by the State Water Resources Control Board (State Water Board) under the California Safe Drinking Water Act (Health & Safety Code, div. 104, pt. 12, ch. 4, §116270 et seq.);
2. The State Water Board is responsible for adopting primary drinking water standards, which include Maximum Contaminant Levels (MCLs);
3. Health & Safety Code section 116365 requires the State Water Board to set the MCL as close to the Office of Environmental Health Hazard Assessment (OEHHA)-published public health goal (PHG) as is technologically and economically feasible, placing primary emphasis on the protection of public health;
4. In 2009, OEHHA established a PHG for 1,2,3-Trichloropropane (1,2,3-TCP) of 0.7 parts per trillion (ppt) that is based on cancer risk;
5. On March 3, 2017, the State Water Board published a notice of proposed rulemaking pursuant to the requirements of the California Administrative Procedure Act (APA), initiating the mandatory 45-day public comment period, which ran from March 4 through April 21, 2017. Concurrently, the State Water Board released a Notice of Intent to adopt an Initial Study/Mitigated Negative Declaration (IS/MND) for public comment (SCH# 2017032015) pursuant to the California Environmental Quality Act (CEQA);
6. The State Water Board held a public hearing on April 19, 2017. The purpose and intent of the public comment period and public hearing was to receive verbal and written comments from the public on the proposed regulations in accordance with the APA;
7. Following the conclusion of the public comment period on April 21, 2017, State Water Board staff compiled, reviewed, and prepared draft responses to every comment received during the comment period in a "Draft Initial Response to Comments" table that was made available to the public;
8. Following the conclusion of the public comment period on April 21, 2017, State Water Board staff has compiled, reviewed, and responded to every comment received during the comment period;
9. Based on the staff evaluation, none of the public comments resulted in modifications to the proposed regulations or the IS/MND, and no additional public comment period was required under the APA or CEQA;
10. The IS/MND reflects the State Water Board's independent judgment and analysis. After considering the document and comments received during the public review process, the State Water Board hereby determines that the proposed project, with the mitigation measures described therein, will not have a significant effect on the environment. The documents or other material, which constitute the record, are located at the State Water Board;

11. Minor modifications to the Initial Statement of Reasons (ISOR) and final responses to all comments that were received during the public comment period will be prepared to conform to action taken at the board meeting and contained in the Final Statement of Reasons (FSOR), and submitted to the Office of Administrative Law (OAL) as part of the regulations package;
12. All elements of the regulatory package are posted on the program webpage at: http://www.waterboards.ca.gov/drinking_water/certlic/drinkingwater/123TCP_SBDDW-17-001.shtml; and
13. Written comments received during the public comment period are available at: https://www.waterboards.ca.gov/public_notices/comments/trichloropropane/.

THEREFORE BE IT RESOLVED THAT:

1. The State Water Board adopts the [IS/MND](#) for the proposed regulations, and will include as a condition in the amended permits to drinking water systems mitigation measures necessary to reduce or eliminate significant impacts on the environment. The State Water Board directs staff to file a Notice of Determination within five days from the issuance of this resolution;
2. The State Water Board adopts the [proposed regulations](#) for a 1,2,3-TCP MCL of 5 ppt, which will make modifications to Title 22, California Code of Regulations, Sections 64444, 64445, 64445.1, 64447.4, 64465, and 64481;
3. The State Water Board Executive Director shall sign Form 400 and State Water Board staff shall submit the adopted regulations to OAL for filing with the Secretary of State; and
4. If, prior to OAL filing the regulations with the Secretary of State, State Water Board staff, the State Water Board, or OAL staff determine that non-substantive corrections to the language of the regulations or supporting documentation are needed for clarity or consistency, the State Water Board Executive Director may make such changes.

CERTIFICATION

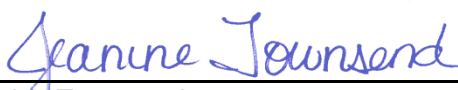
The undersigned Clerk to the Board does hereby certify that the foregoing is a full, true, and correct copy of a resolution duly and regularly adopted at a meeting of the State Water Resources Control Board held on July 18, 2017.

AYE: Chair Felicia Marcus
 Vice Chair Steven Moore
 Board Member Tam M. Doduc
 Board Member Dorene D'Adamo
 Board Member E. Joaquin Esquivel

NAY: None

ABSENT: None

ABSTAIN: None



 Jeanine Townsend
 Clerk to the Board



City Council Agenda Report

ITEM NO. 5

DATE: April 7, 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 continuing the proclamation of a local emergency due to the outbreak of COVID-19 and 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.

On February 23, 2021, the Los Angeles County Board of Supervisors further amended and restated the County’s Executive Order for an eviction moratorium during the existence of a local health emergency regarding the novel coronavirus. The Temporary Eviction Moratorium provides greater clarity to tenants and landlords regarding their rights and responsibilities, such as harassment and retaliation protections, and added new protections, where not preempted by AB 3088 pursuant to SB 91, through June 30, 2021. The County Moratorium provisions apply to commercial tenants and landlords within the City.

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.

Declaration of Local Emergency

April 7, 2021

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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), December 16, 2020 (Resolution 7690), and February 17, 2021 (Resolution 7703).

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 has announced it will move under Tier Three (Orange) of California's Blueprint for a Safer Economy as of April 5, 2021, and the Los Angeles County Public Health Officer will issue 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 April 5, 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.

On April 5, 2021, the Los Angeles County Public Health Officer will issue a revised order to reflect that the County has met the threshold for the less restrictive Orange Tier in the State's Blueprint for a Safer Economy.

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

ATTACHMENT 1
City Council Resolution

RESOLUTION NO. XXXX

**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 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, 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, on February 23, 2021, the Los Angeles County Board of Supervisors extended the County eviction moratorium and its tenant protections, where not preempted by the extension of AB 3088 pursuant to SB 91, through June 30, 2021.

WHEREAS, on April 5, 2021, the Los Angeles County Public Health Officer issued a revised Order, ordering that certain establishments may reopen at higher capacities;

WHEREAS, Los Angeles County is now under Tier Three (Orange) of California's Blueprint for a Safer Economy and the Los Angeles County Public Health Officer has issued revised protocols for restaurants, bars, outdoor playgrounds and recreational areas, movie theaters, hair salons and barbershops, and all retail (Attachment A); and

WHEREAS, on March 29, 2021, the United States Center for Disease Control and Prevention extended its previously issued eviction moratorium preventing the eviction of tenants who are unable to make rental payments through June 30, 2021; **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 Three (Orange) 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 Three (Orange) 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 June 30, 2021 shall control and apply to all residential and commercial tenants in the City, where not preempted by SB 91, 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. 7703.

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 7th day of April 2021.

Diana Mahmud, Mayor

ATTEST:

APPROVED AS TO FORM:

Maria E. Ayala, Chief 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 7th day of April, 2021, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

Maria E. Ayala, Chief City Clerk
(seal)

Attachment A

Los Angeles County Public Health Officer Order

Pending

April 5, 2021

Attachment B

[Revised]

RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES FURTHER AMENDING AND RESTATING THE EXECUTIVE ORDER FOR AN EVICTION MORATORIUM DURING THE EXISTENCE OF A LOCAL HEALTH EMERGENCY REGARDING NOVEL CORONAVIRUS (COVID-19)

February 23, 2021

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 Los Angeles County Code ("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 provided 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, thus 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 COVID-19 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 health, 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 extended the Moratorium Period through June 30, 2020, unless further extended or repealed by the Board, and incorporated additional provisions;

WHEREAS, on May 12, 2020, the Board determined to reevaluate the Moratorium 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 also: (a) provide the tenant with 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 certain 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 January 29, 2021, Governor Newsom signed Senate Bill ("SB") 91 into law, which extends through June 30, 2021, eviction protections under AB 3088, as well as the temporary preemption of a local jurisdiction's ability to enact new or amend existing eviction protections for nonpayment of rent due to financial distress related to COVID-19;

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, to the extent 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 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, which has been further extended through March 31, 2021, ("CDC Order"), 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 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 must be repaid by August 31, 2021 under SB 91;

WHEREAS, in addition to other tenant protections, the County's 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, except where such occupancy is a threat to the public health or safety, as determined by a court of law;

WHEREAS, on January 5, 2021, the Board extended the Moratorium and its tenant protections, where not preempted, through February 28, 2021, provided greater clarity to tenants and landlords regarding their rights and responsibilities under the Moratorium, such as harassment and retaliation protections, and added new protections to the Moratorium that would have become effective February 1, 2021; however, some of these actions are now preempted by the extension of AB 3088 pursuant to SB 91;

WHEREAS, due to the extension of AB 3088 pursuant to SB 91, the following residential tenant protections have been removed due to preemption, previously included in the Moratorium that were to be effective February 1, 2021: (1) protection against eviction for nonpayment of rent; (2) protection against eviction for the failure to pay back

rent by the end of the repayment period under the Moratorium; (3) protection against eviction for the failure to pay back owed rent under the terms of a payment plan; (4) protection from a landlord applying monthly rental payments in a manner contrary to the tenant's wishes; and (5) extending the Moratorium to tenants who remain in possession where the unlawful detainer lawsuit has not been adjudicated;

WHEREAS, the Board desires to extend the Moratorium and its tenant protections, where not preempted, through June 30, 2021, authorize administrative fines and civil penalties pursuant to Chapters 8.52, and 8.57 of the County Code, and temporarily increase administrative fines and civil penalties during the Moratorium Period, and provide aggrieved tenants a private right of action for violations of the Moratorium; and

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.

NOW, THEREFORE, THE BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES DOES HEREBY PROCLAIM, RESOLVE, DETERMINE AND ORDER AS FOLLOWS:

- I. **Amendment and Restatement.** This Resolution 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, November 10, 2020, January 5, 2021 and February 23, 2021.
- II. **Moratorium Period.** The Moratorium Period is hereby extended through June 30, 2021. The Board will reevaluate the need for further extensions to or repeal of the Moratorium Period every thirty (30) days.
- III. **Definitions.** For purposes of this Moratorium, the following terms are defined as follows:
 - A. [Intentionally Left Blank]
 - B. "Financial Impacts" means any of the following:
 1. Substantial loss of household income caused by the COVID-19 pandemic;
 2. Loss of revenue or business by Tenants due to business closure;
 3. Increased costs;
 4. Reduced revenues or other similar reasons impacting a Tenant's ability to pay rent due;

5. Loss of compensable hours of work or wages, layoffs; or
 6. Extraordinary out-of-pocket medical expenses.
- C. "Landlord" includes all of the following or an agent of any of the following:
1. An owner of real property. for residential and/or commercial rental purposes ("rental unit" or "unit").
 2. An owner of a mobilehome park.
 3. An owner of a mobilehome park space.
- D. "Moratorium Period" means the time period commencing March 4, 2020, through June 30, 2021, unless further extended or repealed by the Board.
- E. "Protected Time Period" means the time period of March 4, 2020, through September 30, 2020, during which a residential tenant or a mobilehome space renter was unable to pay rent.
- F. "Related to COVID-19" means related to any of the following:
1. 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;
 2. Lay-off, loss of compensable work hours, or other reduction or loss of income or revenue resulting from a business closure or other economic or employer impacts related to COVID-19;
 3. Compliance with an order or recommendation of the County's Health Officer to stay at home, self-quarantine, or avoid congregating with others during the state of emergency;
 4. Extraordinary out-of-pocket medical expenses related to the diagnosis of, testing for, and/or treatment of COVID-19; or
 5. Child care needs arising from school closures in response to COVID-19.
- G. "Residential Tenant" means a residential tenant or a mobilehome space renter.
- H. "Tenant" includes all of the following:
1. Tenants of a rental unit.
 2. Tenants who rent space or a lot in a mobilehome park.

3. Tenants of commercial property, as defined in subdivision (c) of Section 1162 of the Civil Code, including, but not limited to, a commercial tenant using a property as a storage facility for commercial purposes. The following tenants of commercial property are excluded from the protections of this Moratorium:
 - a. Effective June 1, 2020, commercial tenants that are multi-national, publicly-traded, or have more than 100 employees.
 - b. Effective September 1, 2020, commercial tenants of space or property located at airports.

IV. General Applicability of Moratorium.

A. Application.

Consistent with the provisions of Paragraph V, VI, VII, and VIII, 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.

B. Jurisdiction.

1. Unincorporated County. This Moratorium applies to all unincorporated areas of the County.
2. Incorporated Cities within County. Effective September 1, 2020, this Moratorium applies to incorporated cities within the County of Los Angeles pursuant to Government Code section 8630, et seq. and Chapter 2.68 of the County Code.
 - a. It is the intent of the County, in enacting this Moratorium, to provide uniform, minimum standards protecting Tenants during this local emergency.
 - b. Nothing in this Moratorium shall be construed to preclude any incorporated city within the County 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.
 - c. Examples of greater local protections include, but are not limited to, granting additional time for commercial Tenants to notify a Landlord of an inability to pay rent, 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 an inability to

pay rent, and expanding the prohibition on evictions of Tenants to include additional prohibited grounds for eviction.

V. Moratorium. A temporary moratorium on evictions of Tenants, impacted by the COVID-19 crisis is imposed as follows:

A. No Landlord shall evict a Tenant as follows:

1. Nonpayment of Rent. A Tenant shall not be evicted 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.
 - a. Moratorium Period. Commercial Tenants who are unable to pay rent incurred during the Moratorium Period are protected from eviction under this Moratorium, so long as the reason for nonpayment is Financial Impacts Related to COVID-19, and the commercial Tenant provides notice to the Landlord to this effect within the time-frame specified in this Paragraph V.
 - b. Protected Time Period. Residential Tenants who were unable to pay rent incurred during the Protected Time Period are protected from eviction under this Moratorium so long as the reason for nonpayment was Financial Impacts Related to COVID-19, and the Residential Tenant has provided notice to the Landlord to this effect within the time-frame specified in this Paragraph V.
2. No-Fault Termination of Tenancy or Occupancy. A Tenant shall not be evicted where grounds for terminating the tenancy or occupancy 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. No-Fault termination of tenancy or occupancy also includes the intent to demolish or to substantially remodel the real property.
3. Nuisance or Unauthorized Occupants or Pets. A Residential Tenant shall not be evicted for nuisance or for unauthorized occupants or pets whose presence is necessitated by or related to the COVID-19 emergency.

4. Denial of Entry. A Residential Tenant shall not be evicted on the ground that such tenant denied entry by the Landlord into the rental unit, subject to the following:
 - a. The following circumstances permit entry into the Residential Tenant's unit:
 - i. Remediating a condition that substantially endangers or impairs the health or safety of a Residential Tenant or other persons in, or in the vicinity of, the rental unit, or
 - ii. Residential Tenant is causing or threatening to cause substantial damage to the rental unit.
 - b. If a Landlord seeks entry pursuant to subdivision (a) above, the Landlord must:
 - i. Not permit entry by any person who is, or who the Landlord has good cause to believe is, a carrier of COVID-19.
 - ii. Ensure that appropriate social distancing, cleaning, and sanitation measures are taken to protect the Residential Tenant and members of the household from risk of transmitting COVID-19 as a result of entry into the rental unit. Such measures must account for: the Residential Tenant notifying Landlord that the Residential Tenant, or a member of the household, has or believes in good faith to have been recently exposed to COVID-19; or the Residential Tenant notifying Landlord that the Residential Tenant, or a member of the household, is at a higher risk for more serious complications from COVID-19.
 - iii. A Landlord who enters the rental unit shall promptly leave the rental unit if the Residential Tenant revokes permission to enter because of the Landlord's failure to observe appropriate social distancing, cleaning, and sanitization measures.

- c. For purposes of this subsection only, "Landlord" includes, but is not limited to, any person authorized by the Landlord to enter the rental unit, such as maintenance personnel, a prospective buyer, or a prospective tenant.
5. Notwithstanding (1) through (4), above, or any other provision of this Moratorium, this Moratorium shall not apply where the eviction is necessary to maintain compliance with the requirements of Civil Code section 1941.1, Health and Safety Code sections 17920.3 or 17920.10, or any other applicable law governing the habitability of rental units, or where the Tenant's occupancy is otherwise a threat to the public health or safety as determined by a court of law.

B. Tenant Certification.

- 1. Residential Tenants. Residential Tenants, during the Protection Time Period, 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 V.
- 2. Commercial Tenants.
 - a. 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 V.
 - b. Commercial Tenants with ten (10) or more, but fewer than 100, employees must provide written documentation demonstrating financial hardship, along with notice of inability to pay rent, to the Landlord within the time-frame specified in this Paragraph V.

C. Repayment of Rent. Rent unpaid during the Moratorium Period in accordance with this Moratorium shall be repaid pursuant to the following:

- 1. Repayment for Residential Tenants. Subject to state law requirements, Residential Tenants shall have up to twelve (12) months from the expiration of the Protected Time Period to repay unpaid rent incurred during the Protected Time Period. Effective January 29, 2021, SB 91 requires repayment of such rental debt to be completed by no later than August 31, 2021.

2. Repayment for Commercial Tenants. Commercial Tenants must adhere to the following repayment schedule at the end of the Moratorium Period:
 - a. Commercial Tenants with nine (9) employees or fewer shall have twelve (12) months from the expiration of the Moratorium Period to repay unpaid rent.
 - b. Commercial Tenants with ten (10) or more, but fewer than 100, employees, shall have six (6) months from the expiration of the Moratorium Period to repay unpaid rent, in equal installments, unless the commercial Tenant and Landlord agree to an alternate payment arrangement.
3. Partial Payments. 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.

VI. Rent Increases in Unincorporated County Prohibited. Landlords shall not increase rents for Residential Tenants 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.**

VII. Pass-Throughs or Other Fees Prohibited. Landlords shall not impose any 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 or expiration of the Moratorium.

VIII. Harassment and Retaliation Protections. Landlords, and those acting on their behalf or direction, are prohibited from harassing, intimidating, or retaliating against Tenants for acts or omissions by Tenants permitted under this Moratorium, and such acts by Landlord or Landlord's agent will be deemed to be violations of the Retaliatory Eviction and Harassment provisions as set forth in County Code Sections 8.52.130 and 8.57.100 and as expanded herein. Harassing, intimidating, or retaliatory acts by Landlords, and those acting on their behalf or direction, include, but are not limited to:

- A. Interrupting, terminating, or failing to provide all services required to be provided by the Landlord related to the use or occupancy of a rental unit ("Housing Services") under the terms of a lease agreement or under federal,

State, County, or local housing, health, or safety laws unless such Housing Services are closed due to Health Officer Orders;

- B. Failing to perform repairs and maintenance required by a rental agreement or by federal, State or local housing, health, or safety laws;
- C. Failing to exercise due diligence in completing repairs and maintenance once undertaken or failing to follow appropriate industry repair, containment or remediation protocols designed to minimize exposure to noise, dust, lead, paint, mold, asbestos, or other building materials with potentially harmful health impacts;
- D. Abusing the Landlord's right of access into a rental unit. This includes entries, and attempted entries, for inspections that are not related to necessary repairs or services; that are excessive in number; that improperly target certain Residential Tenants; that are used to collect evidence against the occupant; or that are otherwise beyond the scope of a lawful entry;
- E. Abusing a Tenant with words that are offensive and inherently likely to provoke an immediate violent reaction. This includes words used during in-person conversations, through social media postings or messages, or other communications;
- F. Influencing or attempting to influence a Tenant to vacate a rental unit through fraud, intimidation or coercion, which shall include threatening to report a Tenant to the United States Department of Homeland Security or any other governmental or law enforcement agency;
- G. Threatening a Tenant, by word, gesture, or with physical harm;
- H. Violating any law which prohibits discrimination based on race, gender, sexual preference, sexual orientation, ethnic background, nationality, religion, age, parenthood, marriage, pregnancy, disability, human immunodeficiency virus (HIV)/acquired immune deficiency syndrome (AIDS), occupancy by a minor child, or source of income;
- I. Taking action to terminate any tenancy including service of any notice to quit or notice to bring any action to recover possession of a rental unit based upon facts which the Landlord has no reasonable cause to believe to be true or upon a legal theory which is untenable under the facts known to the Landlord. No Landlord shall be liable under this subsection for bringing an action to recover possession unless and until the Tenant has obtained a favorable termination of that action;
- J. Removing from the rental unit personal property, furnishings, or any other items without the prior written consent of a Tenant, except when done pursuant to enforcement of a legal termination of tenancy or as otherwise authorized by law;

- K. Offering payments to a Tenant to vacate more than once in six (6) months, after the Tenant has notified the Landlord in writing that the Tenant does not desire to receive further offers of payments to vacate;
- L. Attempting to coerce a Tenant to vacate with offers of payment to vacate which are accompanied with threats or intimidation. This shall not include settlement offers made in good faith and not accompanied by threats or intimidation in pending eviction actions;
- M. Refusing to acknowledge receipt of a Tenant's lawful rent payment;
- N. Refusing to cash a rent check for over thirty (30) days;
- O. Requesting information that violates a Tenant's right to privacy including, but not limited to, residence or citizenship status, protected class status, or social security number, except as required by law or in the case of a social security number, for the purpose of obtaining information to determine qualification for tenancy, or releasing such information except as required or authorized by law;
- P. Interfering with a Residential Tenant's right to privacy including, but not limited to, entering or photographing portions of a rental unit that are beyond the scope of a lawful entry or inspection;
- Q. Interfering with a Residential Tenant's right to quiet use and enjoyment of a rental unit as that right is defined by State law;
- R. Other repeated acts or omissions of such significance as to substantially interfere with or disturb the comfort, repose, peace, or quiet of any person lawfully entitled to occupancy of such rental unit and that cause, are likely to cause, or are intended to cause any person lawfully entitled to occupancy of a rental unit to vacate such rental unit or to surrender or waive any rights in relation to such occupancy;
- S. Removing a Housing Service for the purpose of causing a Residential Tenant to vacate the residential unit or mobilehome. For example, taking away a parking space knowing that a Residential Tenant cannot find alternative parking and must therefore move; and
- T. Interfering with the right of a Residential Tenant to: organize and engage in concerted activities with other tenants for the purpose of mutual aid and protection; provide property access to tenant organizers, advocates, or representatives working with or on behalf of tenants living at a property; convene tenant or tenant organization meetings in an appropriate space accessible to tenants under the terms of their rental agreement; or distribute and post literature informing other tenants of their rights and of opportunities to involve themselves in their project in common areas, including lobby areas and bulletin boards.

IX. Administrative Fines. A Landlord, who is determined by the Department of Consumer and Business Affairs ("DCBA"), to have violated Paragraphs V, VI, VII or VIII of this Resolution, including those relating to the harassment protections enumerated above, shall be subject to administrative fines pursuant to Sections 8.52.160 and 8.57.130 of the County Code. The maximum administrative fine for violations of Paragraph VIII of this Resolution is temporarily increased for the duration of this Moratorium from \$1,000 to up to \$5,000 per violation for each day the violation continues, and if the aggrieved Tenant is disabled or sixty-five (65) years of age or older, an additional fine of up to \$5,000 per violation per day may be assessed.

X. Remedies.

A. Civil Liability. Any Tenant, or any other person or entity acting on behalf of the Tenant who will fairly and adequately represent the Tenant's interests, including the County, may enforce the provisions of Paragraphs V, VI, VII or VIII of this Resolution by means of a civil action seeking civil remedies and/or equitable relief. Landlords shall be subject to civil penalties pursuant to Sections 8.52.170 and 8.57.140 of the County Code. The maximum civil penalty for violation of Paragraph VIII of this Resolution is increased from \$1,000 to up to \$5,000 per violation for each day the violation continues, and if the aggrieved Tenant is disabled or sixty-five (65) years of age or older, the court may award an additional penalty of up to \$5,000 per violation per day. No administrative remedy need be exhausted prior to filing suit to enforce this Moratorium.

B. Criminal Liability. Violation of Paragraphs V, VI, VII or VIII of this Resolution shall be punishable as set forth in Section 2.68.320 of the County Code.

C. Affirmative Defense. Non-compliance with any provision of this Moratorium shall constitute an affirmative defense for a Tenant in any unlawful detainer action brought pursuant to California Code of Civil Procedure section 1161, as amended. Said affirmative defenses shall survive the termination or expiration of this Moratorium.

D. Nonexclusive Remedies and Penalties. The remedies provided in this Moratorium are not exclusive, and nothing in this Moratorium shall preclude Tenant from seeking any other remedies or penalties available at law or in equity.

XI. 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 certain 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.

XII. 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.

XIII. Guidelines and Board Delegations.

- A. The Director of the 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.
- B. 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.
- C. 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.
- D. 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.
- E. The Director of DCBA, the Acting Director of WDACS, and the 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.

- F. The Director of DCBA and the 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.
- G. The Executive Director of LACDA, or his designee, is 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.
- H. 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.
- I. The Director of DCBA and the Acting Director of WDACS, in collaboration with the CEO and the 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.
- J. 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.

- K. 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.
 - L. The Director of DCBA, the Acting Director of WDACS, and the Executive Director of LACDA, or their respective designees, shall have the authority to enter into agreements with partner agencies and municipalities and hire and execute contracts for consultants, contractors, and other services, as needed, to provide consumer, tenant, and worker protections and support small businesses during the stated emergency to accomplish the above directives.
- XIV.** 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 June 30, 2021, unless extended or repealed by the Board of Supervisors. This Resolution 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.
- XV. Severability.** If any provision of this Resolution or the application thereof to any person, property, or circumstance, is held invalid, such invalidity shall not affect other provisions or applications of this Resolution that can be given effect without the invalid provision(s) or application, and to this end, the provisions of this Resolution are declared to be severable.
- XVI. Waiver Prohibited.** Any waiver of rights under this Moratorium shall be void as contrary to public policy.

The foregoing Resolution Further Amending and Restating the Executive Order for an Eviction Moratorium was adopted on the 23rd day of February, 2021, by the Board of Supervisors of the County of Los Angeles.



Board of Supervisors of the
County of Los Angeles

By Hilda F. Solis
Chair

APPROVED AS TO FORM:

RODRIGO A. CASTRO-SILVA
County Counsel

By: [Signature] For NAZIE TASHAKORIAN
Deputy

ATTEST: CELIA ZAVALA
EXECUTIVE OFFICER
CLERK OF THE BOARD OF SUPERVISORS
By: [Signature], 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. 6

DATE: April 7, 2021

TO: **Honorable Mayor and City Council**

FROM: Sean Joyce, Interim City Manager

PREPARED BY: Joanna Hankamer, Director of Planning and Community Development
Elizabeth Bar-El, AICP, Interim Manager of Long Range Planning and Economic Development

SUBJECT: **Second Reading and Adoption of an Ordinance to Amend Chapter 36 (Zoning) of the South Pasadena Municipal Code Pertaining to Accessory Dwelling Unit (ADU) Regulations**

Recommendation

Staff recommends that the City Council read for the second time, by title only, waiving further reading, and adopt an Ordinance amending South Pasadena Municipal Code (SPMC) Section 36.350.200 (Residential Uses – Accessory Dwelling Units).

Executive Summary

On March 17, 2021, City Council held a noticed public hearing and introduced an ordinance by unanimous vote to amend the provisions of SPMC Section 36.350.200 (Residential Uses – Accessory Dwelling Units). The purposes of the proposed amendments are to facilitate ADU production, clarify the process, provide additional standards and allow two-story ADUs, address public safety concerns in the high-risk fire areas, and comply with State ADU laws. The proposed ordinance replaces the existing Section 36.350.200 to comprehensively improve its functionality.

This amendment is the first of two phases of anticipated amendments to the provisions regulating Accessory Dwelling Units. Another amendment proposing objective design standards for ADUs on historic properties or in historic districts is anticipated to be brought to City Council for consideration in August or September 2021.

Discussion

The proposed ordinance was introduced following an extended period of development with community outreach efforts in 2019-2021. The Planning Commission unanimously recommended adoption of the ordinance on February 23, 2021. Based on comments from Commissioners, members of the public, and the State Department of Housing and Community Development, staff proposed certain changes to the recommended ordinance for clarity, to resolve inconsistencies, and to comply with State law. The Council approved staff's recommendation by a unanimous vote and

Second Reading

introduced the ordinance for first reading on March 17, 2021 at a noticed public hearing (see staff report, Attachment #2).

Environmental (CEQA) Review

In accordance with the California Environmental Quality Act (CEQA), the proposed Code amendment is exempt from CEQA pursuant to CEQA Guidelines §15061(b)(3), which states the common sense exemption that CEQA applies only to projects that have the potential for causing a significant effect on the environment. It may be seen with certainty that there is no possibility this Zoning Code Amendment to amend regulations pertaining to ADUs may have a significant effect on the environment.

Next Steps

If adopted, the Ordinance shall take effect thirty days after its final passage.

Legal Review

The City Attorney has reviewed this item.

Fiscal Impact

Based on City policy to encourage and facilitate construction of ADUs, there is no fee for Planning application review for ADUs other than an inspection fee of \$159 collected as part of the Building permit process. Building permit fees are determined based on the project valuation. There is no change to existing fee requirements proposed as part of this action.

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 and/or the South Pasadena Review.

Attachments:

1. Ordinance Amending SPMC Section 36.375.200
2. [March 17, 2021 Staff report](#) (PDF document, page 278)

ATTACHMENT 1

Ordinance Amending SPMC Section 36.375.200

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF SOUTH PASADENA AMENDING CHAPTER 36
("ZONING"), ARTICLE III ("SITE PLANNING AND GENERAL DEVELOPMENT
STANDARDS"), SECTION 36.350.200 ("RESIDENTIAL USES—ACCESSORY DWELLING
UNITS") OF THE CITY OF SOUTH PASADENA MUNICIPAL CODE

The people of the City of South Pasadena do hereby ordain as follows:

SECTION 1. Section 36.350.200 ("Residential Uses—Accessory Dwelling Units") or Article III ("Site Planning and General Development Standards") of Chapter 36 ("Zoning") of the South Pasadena Municipal Code is amended to read as follows:

“36.350.200 Residential Uses—Accessory Dwelling Units (ADUs).

A. **Definitions.** The following definitions shall apply to this section.

Accessory Dwelling Unit (ADU). See SPMC 36.700.020.A.

Attached ADU: An ADU that is attached to the primary dwelling, not including a JADU.

Bathroom. Facility required to include a shower and/or bath, sink and a toilet.

Conversion. All or a portion of an existing space or structure which is used to create an ADU or JADU (e.g., master bedroom, attached garage, storage area, or similar use, or an accessory structure) on the lot of the primary dwelling. A conversion does not include the portion of any expansion of the existing space or structure.

Detached ADU. The unit is separated from the primary dwelling.

Efficiency kitchen. Required to include a cooking appliance, such as a hot plate and microwave with a sink, and a food preparation counter and storage cabinets.

High risk fire area. The area located south of Monterey Road, extending to the city border, and west of Meridian Avenue, extending to the city border, as established in SPMC Chapter 14.

Historic Property. For purposes of this section, this shall refer to a property that is: 1) designated as a landmark or as a contributor to a designated historic district; 2) identified on an inventory that has been adopted by the City as a property with potential as an individual landmark or as a contributing structure to a potential historic district, as authorized by Health and Safety Code Section 18955.

Junior Accessory Dwelling Unit (JADU). A specific type of conversion of existing space that is contained entirely within an existing or proposed single-family residence, which shall not exceed 500 square feet in size. A JADU may share central systems (HVAC, water, electric),

contain an efficiency kitchen or cooking facilities, bathroom or may share a bathroom with the primary dwelling.

B. Applicability. The standards and criteria in this section apply to properties containing single-family or multifamily housing units within all zoning districts that allow residential uses. These standards are in addition to all other applicable standards found in this Zoning Code; in case of conflict the standards of this section shall apply.

C. Applications. Pursuant to Government Code Section 65852.2, applications for accessory dwelling units shall be considered ministerially (staff-level approval) within 60 days after the application is deemed complete. The application for the creation of an ADU or JADU shall be deemed approved if the local agency has not acted on the application within 60 days from the date it is deemed complete. The application process and requirements shall be set forth in a written document provided by the Planning Department.

1. **Timing of Concurrent Applications.** An applicant may submit an application to construct an ADU concurrently with other proposed development, such as new construction of or an addition to an existing primary dwelling. The following shall apply in these cases:
 - a. **New construction of primary dwelling unit, with attached ADU/JADU or detached ADUs:** Approval of all applicable discretionary entitlements for the primary dwelling shall be required before the ADU/JADU application may be deemed complete and approved.
 - b. **Conversions of existing accessory structures:** The ADU application for conversion of a detached accessory structure may be approved within 60 days after it has been deemed complete, regardless of a concurrent application for an addition to the primary dwelling. If the conversion is a garage that removes existing parking, replacement parking for the primary structure shall not be required, and the proposed addition to the primary dwelling shall not require additional parking.
 - c. **Additions to existing primary dwelling unit with proposed attached ADU/JADU:** Approval of all applicable discretionary entitlements for the primary dwelling shall be required before the attached ADU/JADU application may be deemed complete and approved, unless the ADU application is for a conversion.
 - d. **Additions to existing primary dwelling unit with proposed detached ADU:** The ADU application for a new construction detached ADU, or a conversion plus expansion of a detached accessory structure, shall be approved within 60 days after it has been deemed complete. If the application for an addition to the primary dwelling unit is deemed complete together with the ADU application, 800 SF of the ADU shall be allowed to exceed the FAR and lot coverage in

calculating the allowable floor area for the addition to the primary dwelling unit. If the ADU application includes a garage conversion that removes existing parking, replacement parking for the primary structure shall not be required, and the proposed addition to the primary dwelling shall not require additional parking.

- e. **Demolition of accessory structure to facilitate new construction of ADU:** Demolition, as defined by SPMC Section 2.59(d), of an existing structure that is considered to be located on an historic property or is 45 years or older, shall require a certificate of appropriateness, pursuant to SPMC section 2.65(c) and (e), as a prerequisite to an application for an ADU being deemed complete. The resulting ADU application shall be considered new construction and shall comply with the minimum setback requirements for new construction, set forth in subsection E.4. below. Demolition of an accessory structure that is less than 45 years old and not considered to be located on an historic property shall not require a certificate of appropriateness.

- 2. **Prerequisite Discretionary Permits.** Accessory dwelling unit applications shall not be deemed complete until all applicable discretionary prerequisites have been approved. Prerequisites may include tree removal permits, Certificates of Appropriateness, and hillside development permits.

D. **Ownership.** An ADU or JADU may not be owned or sold separately from the primary dwelling. The City may require a deed restriction in a form approved by the City Attorney to enforce the restrictions set forth in this section.

- 1. **JADU Owner-occupancy required.** The owner shall reside in either the remaining portion of the primary residence, or in the newly created JADU.

E. **Development Standards for ADUs on Single-Family Properties.**

1. **Location**

- a. **Number of ADUs.** One ADU, either attached or detached, and one JADU shall be allowed on a single-family property.
- b. **Location on site.** An accessory dwelling unit may be attached to or detached from the primary dwelling on the same lot. An accessory dwelling unit may be located within and/or above a garage or other existing accessory structure.
- c. **Hillside locations.** An ADU on a hillside property may be attached or detached, in a location within, behind or underneath the primary dwelling, underneath a parking bridge even if it is closer to the front property line than the primary

dwelling, or as a conversion of existing space. A hillside development permit may be required, consistent with SPMC division 36.340.

- d. **Location in front of primary dwelling.** If 50% or more of the existing primary dwelling is located in the rear 1/3rd of a property that is not a historic property, an attached or detached ADU shall be allowed in front of the primary structure as follows:
 - i. Ministerial review (staff-approval): For an ADU that is one-story, not more than 850 square feet for a unit with up to one bedroom or 1000 square feet if the unit includes two or more bedrooms, and maximum 16 feet in height.
 - ii. Design Review Board approval: For an ADU that exceeds the standards of (i) above, and is no more than 1200 square feet in size and maximum two stories not to exceed a height of 18 feet for a flat roof and 22 feet for a pitched roof.
- e. **Standards for ADUS in front of primary dwelling.** Where feasible, ADUs located in front of a primary dwelling per (d) above shall comply with the following standards:
 - i. The ADU shall comply with the applicable front yard setback requirement for the district in which it is located, and with minimum side yard setbacks of four feet.
 - ii. The structure's front yard-facing elevation shall include an entry into the unit and a covered porch or awning.
 - iii. The application shall provide a landscape plan for the area in front of the ADU in compliance with 36.330.030. No new driveway or parking area shall be allowed directly in front of the ADU.
 - iv. A minimum 20 square feet of window area shall be provided on each front and corner-facing elevation. No window with any exposed vinyl material in part or in whole shall be allowed on these elevations.
 - v. The ADU shall have a pitched roof if one or more adjacent properties have pitched rooves.
 - vi. If a garage is attached to the ADU, it shall be set back 10' from the front elevation.

- f. **Placement on Historic properties. ADU's proposed for an historic property, including additions shall:**
 - i. Be located in the rear of the property such that at least 50% of the ADU's first floor, front-facing façade is behind the predominant massing of the existing dwelling.
 - ii. Not be placed in a manner to block visibility of the historic resource from the public right-of-way, or compete with character-defining features of the historic resource.

2. **Floor area**

Floor area of an ADU that exceeds the property's lot coverage and floor area ratio (FAR) requirements shall be permitted as required by Government Code Section 65852 and as specified in this sub-section. An ADU which is proposed to exceed lot coverage and floor area ratio (FAR) as described below shall not be approved, unless the size is reduced to comply with this sub-section. For purposes of development of other structures on the property, the floor area of an existing ADU shall be counted in the calculation of the property's total lot coverage and floor area ratio, except that when an existing garage has been converted or partially converted to an ADU and no other garage has been or is proposed to be constructed onsite, up to 500 square feet of such garage conversion shall not be counted toward lot coverage and floor area ratio.

- a. **New Construction Attached ADU.** An accessory dwelling unit attached to the primary dwelling shall have a minimum floor area of 150 feet, and a maximum floor area of 850 square feet for a unit with up to one bedroom or 1000 square feet if the unit includes two or more bedrooms. Up to 800 square feet of the floor area of the ADU shall be allowed to exceed the property's lot coverage and FAR requirements.
- b. **New Construction Detached ADU.** A detached accessory dwelling unit shall have a minimum floor area of 150 square feet, and a maximum floor area of 1,200 square feet. Up to 800 square feet of the floor area of the ADU shall be allowed to exceed the property's lot coverage and FAR requirements.
- c. **Conversion ADUs.** The maximum size of an ADU that is a conversion of an existing accessory structure shall be the size of the existing structure plus an expansion up to an additional 150 square feet if necessary for ingress and egress only.
 - i. An ADU that expands upon the existing structure being converted in excess of the ingress and egress exemption shall be a maximum of 1200 square feet. Up to 800 square feet of the floor area of the ADU shall be allowed to exceed the property's lot coverage and FAR requirements.
- d. **Junior Accessory Dwelling Units (JADUs).** The maximum floor area for a junior accessory dwelling unit shall not exceed 500 square feet. If the ADU shares an existing

bathroom with the primary dwelling, the bathroom area shall not be included. However, a newly constructed bathroom shall be included in the maximum size of the JADU even if proposed to be shared with the primary dwelling.

3. **Height Limits.** The maximum height of an attached or detached new accessory dwelling unit shall not exceed the following limits. For purposes of this section, “story” shall mean a distinct level of living space, excluding loft area that is open to living space below:
 - a. **For a one-story ADU:** 16 feet to top of parapet or pitched roof
 - b. **For a two-story ADU including an ADU located above an accessory structure:** 18 feet for a flat roof, plus a 1-foot parapet, or 22 feet for a pitched roof
 - c. **For a conversion ADU (without an expansion):** the height of the existing structure
 - d. **For a historic property:** One story only is permitted with a maximum height not to exceed 16 feet to top of parapet or pitched roof. However, the maximum height for a conversion ADU shall be the height of the existing structure.
4. **Setbacks.** An accessory dwelling unit shall comply with the front yard setback requirements of the applicable zoning district (see Article 2, Zoning Districts, Allowable Land Uses, and Zone-Specific Standards), except that no setback shall be required for the conversion of an existing structure, and a setback of no more than 4 feet from the side and rear lot lines shall be required for new construction.
 - a. **Additions to structures with non-conforming setbacks.** If the ADU is a conversion of an existing accessory structure with a side yard setback of less than 4 feet, the wall may be extended for an additional 10 feet at the same setback, provided it is not less than 3 feet from the side property line and not less than 4 feet from the rear property line. If the existing setback is less than 3 feet, the addition shall be required to maintain the 4’ setback.
5. **Building Separation.** Detached ADUs on residentially zoned parcels that are larger than 800 square feet shall comply with the ten-foot building separation requirement in SPMC 36.220.040.

6. **Standards for JADUs.** (see also Sub-section I) A JADU shall include:
 - a. an outdoor entrance that is separate from the primary dwelling
 - b. at a minimum, an efficiency kitchen, a separate or shared bathroom, sleeping and living area.

F. Development standards for ADUs on multifamily and mixed-use properties

1. **Number of Detached ADUs.** Not more than two detached accessory dwelling units may be located on lots with a multifamily dwelling.
2. **Setbacks.** An accessory dwelling unit shall comply with the front yard setback requirements of the applicable zoning district (see Article 2, Zoning Districts, Allowable Land Uses, and Zone-Specific Standards), except that no setback shall be required for the conversion of an existing structure, and a setback of no more than 4 feet from the side and rear lot lines shall be required for new construction.
3. **Detached ADU standards.** The accessory dwelling units shall maintain four-foot side and rear yard setbacks; and shall not exceed 16 feet for a one-story structure or, for a two-story structure, 18 feet for a flat roof or 22 feet for a pitched roof.
4. **Conversion ADUs.** Nonliving space within the existing building envelope on lots with a multifamily dwelling, including storage rooms, boiler rooms, passageways, attics, basements, or garages, may be converted into accessory dwelling units if each unit complies with State building standards for dwellings and on the condition that the number of accessory dwelling units created do not exceed 25 percent of the number of existing multifamily dwelling units, or at least one unit, including the accessory dwelling units created.

G. Development Standards Applicable to ADUs on All Properties

1. **Two-Story ADUs.** Except as approved by the Design Review Board pursuant to E.1.d above, a two-story ADU shall comply with the following standards as applicable:
 - a. **Windows:** Where primary dwelling units are not allowed to build within six feet of the property line, the following shall be required: On 2nd floor elevations with setback less than six feet from a property line shared with adjacent residential parcels, only fixed windows, or fixed panes of a window assembly, comprised of plain obscured glass (such as frosted) with no color shall be placed in the area up to five feet above the interior floor height. Any clear window or window pane on these elevations shall be placed so that the bottom of the clear glass is at least five feet above the interior floor height.
 - b. **Balconies:** Balconies shall only be allowed on elevations facing the interior of the property, i.e., facing the primary dwelling and/or the back yard area directly

behind the primary dwelling. In the case of an ADU on a corner lot, a balcony may face the adjacent street.

- c. **Setbacks for 2nd floor:** The second floor of an ADU shall be set back a minimum of 4' from the side and rear property line.
 - i. Notwithstanding the above, a second floor ADU proposed above an existing accessory structure shall be allowed to maintain the same setback as an existing wall provided the wall is at least three feet from the property line.
 - d. **2nd Floor Articulation:** 30% of the side and rear wall plane above the first floor shall be articulated with minimum 18" recesses.
2. **Separate Entrance.** An attached ADU shall have an outdoor entrance that is separate from the primary dwelling.
 3. **Interior Facility Requirements.** An ADU shall provide living quarters independent from the primary dwelling, including living, sleeping, permanent provisions for cooking and a bathroom.
 4. **Utilities.** An ADU may have shared or separate utility services (i.e., an electrical and/or gas meter) from the primary dwelling.
 5. **Mechanical Equipment.** Outdoor equipment associated with electric split or mini-split heating and cooling systems dedicated solely to an attached or detached ADU may be placed in the rear yard setback area.

H. Parking

1. **Exemptions.** With the exception of I.1, below, no off-street parking shall be required for an ADU or JADU if:
 - a. The ADU is located within one-half mile walking distance of a bus stop or light rail station.
 - b. When on-street parking permits are required but not offered to the occupant of the ADU.
 - c. The ADU is within an historic district or potential historic district, or a historic designated property, as identified by the National Register for Historic Places, the California Register for Historic Places, or the City's Cultural Heritage Ordinance.

- d. The ADU or JADU is within the existing primary dwelling.
 - e. There is a car share vehicle located within one block of the ADU.
2. **Parking required.** Parking shall be required for an accessory dwelling unit under the following conditions (see also I.1, below):
- a. If the ADU does not qualify for an exemption based on the list above, in which case one off-street parking space shall be required.
 - b. If the ADU or ADUs are within a multi-family property, in which case one off-street parking space shall be required per three accessory dwelling units, or fraction thereof. The requirement shall be cumulative if ADUs are built sequentially.

I. High Risk Fire Areas. The areas of the City defined as “high risk fire area” pursuant to SPMC Section 14.1, are subject to additional requirements for parking and fire sprinklers due to topographic and climatic conditions which create public safety risks, including accessibility of fire apparatus on narrow streets, and delay times in evacuation and response due to accessibility challenges. Requiring parking on-site is intended to reduce parking on the narrow streets, in order to increase accessibility of fire apparatus and facilitate evacuation; use of fire sprinklers in new development helps control the spread of small fires, which promotes effectiveness in controlling a fire in early stages, allowing for responding fire apparatus and suppression crew to arrive on scene and deploy industry-standard pre-connected 250-foot hose lines or standard hose packs as necessary to reach and defend occupants and structures. Based on these findings of public safety necessity, proposed ADUs and JADUs in the High Risk Fire Area shall be subject to the following additional requirements.

- 1. **Parking.** If the property is located adjacent to a narrow street, defined as a street with a width of less than 28 feet, one off-street parking space shall be provided. The ADU may not displace existing parking for the primary residence. Notwithstanding, a garage may be converted to an ADU if all removed parking spaces are provided elsewhere on the property for the primary dwelling in addition to the parking space to be provided for the ADU.
- 2. **Fire Sprinklers.** Fire sprinklers shall be required.
- 3. **Distance from front property line.** A detached ADU shall be located within 150 feet of the front property line in order to facilitate emergency fire access, including deployment of an industry-standard, pre-connected 250-foot hose line. Notwithstanding, for flag lots, for the purpose of deploying industry-standard hose-packs, the ADU may be located within 100 feet of a dry standpipe installed on the property with approval of the Fire Chief.

J. Short-term rentals. Short-term rentals. An accessory dwelling unit shall not be rented out for a period of less than 30 days. The City may require a deed restriction to enforce this limitation, in a form approved by the City Attorney.

K. Fees. An accessory dwelling unit application must be submitted to the City along with the appropriate fee as established by the City Council by resolution in accordance with applicable law.

1. The City may impose a fee on the applicant in connection with approval of an ADU for the purpose of defraying all or a portion of the cost of public facilities related to its development, as provided for in Government Code Sections 65852.2(f)(1) and 66000(b).
2. The City will not consider an ADU to be a new residential use for purposes of calculating connection fees or capacity charges for utilities, including water and sewer service, unless the ADU was part of an application for a new single-family dwelling.
3. The City shall not impose any impact fee upon the development of an accessory dwelling unit less than 750 feet. Any impact fees charged for an accessory dwelling unit of 750 square feet or more shall be charged proportionately in relation to the square footage of the primary dwelling unit. Units that are deed-restricted, that rent can be no more than 80% of Area Median Income (AMI), are exempt from impact fees.
4. The City shall collect school impact fees pursuant to the State Law for development of an ADU or JADU.

L. Certificate of occupancy. A certificate of occupancy for an ADU or JADU shall not be issued before the issuance of a certificate of occupancy for the primary dwelling.”

SECTION 2. CEQA. The City Council hereby finds that the proposed Code amendment is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines § 15061(b)(3), which states the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. It may be seen with certainty that there is no possibility this Zoning Code Amendment may have a significant effect on the environment.

SECTION 3. EFFECTIVE DATE. This ordinance shall take effect thirty days after its passage and adoption pursuant to California Government Code Section 36937.

SECTION 4. This ordinance shall take effect thirty (30) days after its final passage and within fifteen (15) days after its passage, the City Clerk of the City of South Pasadena shall certify to the passage and adoption of this ordinance and to its approval by the Mayor and City Council and shall cause the same to be published in a newspaper in the manner required by law.

PASSED AND ADOPTED by the City Council of the City of South Pasadena, State of California, on _____, 2021 by the following vote:

AYES:

NOES:

ABSENT:

Diana Mahmud, Mayor

Attest:

Maria E. Ayala, City Clerk

ATTACHMENT 2
[March 17, 2021 Staff report](#)



City Council Agenda Report

ITEM NO. 7

DATE: April 7, 2021

FROM: Sean Joyce, Interim City Manager

PREPARED BY: Shahid Abbas, Public Works Director
Garrett Crawford, Acting Deputy Director Public Works

SUBJECT: **Approve a Multi-year Agreement with Express Employment Professionals Consulting to Provide Supplemental Staffing on an As-Needed Basis in an Amount-Not-to Exceed of \$40,000 per year**

Recommended Action

It is recommended that the City Council authorize the City Manager to enter into a multi-year agreement with Express Employment Professionals for an amount-not-to exceed \$40,000 per year through June 30, 2023 to allow the City to perform concrete work associated with curbs, gutters, and sidewalk repairs employing temporary employees to perform these essential functions of the Public Works Department.

Discussion/Analysis

Temporary staffing is utilized when the Public Works Department has vacancies and to provide skilled labor in a more cost-effective manner than a third-party contractor. This year the Department plans to do most of its concrete work such as curbs, gutters, and sidewalk repairs utilizing the skilled temporary staff. In June 2020, staff contacted 3 agencies that specialize in providing individuals with specialized skills required to assist the Public Works Department. Below is an overview of the proposals received:

Company	Bill Rate
Great Match	\$22.41
Express Employment Professionals	\$24.65
West Coast Staffing	Variable

Due to COVID-19 issues, Great Match Consulting informed the City that it is unable to provide the requested services. Staff contacted the next lowest bidder Express Employment Professionals, and the company agreed to honor its rate and to supply the City with supplemental staffing on an as-needed basis.

Express Employment Professionals is recommended based on a favorable hourly rate and its ability to supply the City with qualified temporary workers. Express Employment Professionals is responsible for all payroll-related matters and will provide liability insurance naming the City as additionally insured on its insurance policy, as outlined in the agreement attached to this report.

Background

The Public Works Department has initiated an aggressive maintenance program of its streets, storm drains, sewers, sidewalks, and the management of its urban forest. The Department has limited staffing to address the day-to-day workload, even though the ongoing department practice is to cross-train employees so they can perform a variety of task in various areas as necessary. There are times when supplemental staffing is needed, and from time to time, staff is faced with additional work that cannot be completed in a timely fashion with the current workforce. Temporary staffing is also utilized when the Department has vacancies. This year the Department plans to perform most of the concrete work related to curbs, gutters, and sidewalks repairs employing in-house using skilled temporary staff, which will be more economical and efficient than contracting out the work to a third-party contractor.

It is also essential to have a standby workforce available to assist the City staff in the event of heavy winds, rainfall, or urgent repairs that may be necessary. A valuable resource will be available by having the ability to call upon supplemental staffing on an as-needed basis.

The City will only pay the hourly rate for any temporary worker hired, and Express Employment Professionals will be responsible for payroll functions related to the temporary workers.

Legal Review

The City Attorney has reviewed this item.

Fiscal Impact

There are sufficient funds available in the Public Works operations budget for Fiscal Year 2020-21 to cover these services. Funds are budgeted under Accounts Number 101-6010-6410-8180 (Park Maintenance Contract Services), 210-6010-6501-8180 (Sewer Maintenance Contract Services), and 230-6010-6116-8180 (Street Maintenance Contract Services).

Environmental Analysis

This Project is exempt from any 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:

1. Professional Services Agreement for Consultant Services Express Employment Professionals
2. Express Employment Professionals Rate Sheet

ATTACHMENT 1
Professional Services Agreement for Consultant
Services Express Employment Professionals

**PROFESSIONAL SERVICES AGREEMENT
FOR CONSULTANT SERVICES**

(City of South Pasadena / *Express Employment Professionals*)

1. IDENTIFICATION

This PROFESSIONAL SERVICES AGREEMENT ("Agreement") is entered into by and between the City of South Pasadena, a California municipal corporation ("City"), and Express Employment Professionals ("Consultant").

2. RECITALS

- 2.1. City has determined that it requires the following professional services from a consultant: Providing temporary labor assistance to City's Public Works Department.
- 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 Services attached hereto as Exhibit A and incorporated herein by this reference.
- 3.2. "Agreement Administrator": The Agreement Administrator for this project is Shahid Abbas, Public Works Director. The Agreement Administrator shall be the principal point of contact at the City for this project. All services under this Agreement shall be performed at the request of the Agreement Administrator. The Agreement Administrator will establish the timetable for completion of services and any interim milestones. City reserves the right to change this designation upon written notice to Consultant

- 3.3. "Approved Fee Schedule": Consultant's compensation rates are set forth in the fee schedule attached hereto as Exhibit B and incorporated herein by this reference. This fee schedule shall remain in effect for the duration of this Agreement unless modified in writing by mutual agreement of the parties.
- 3.4. "Maximum Amount": The highest total compensation and costs payable to Consultant by City under this Agreement. The Maximum Amount under this Agreement is Forty Thousand Dollars (\$40,000) per fiscal year (July 1 to June 30).
- 3.5. "Commencement Date": April 7, 2021.
- 3.6. "Termination Date": June 30, 2023.

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. Georgianna Ramos 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: Temporary Worker Labor Assistance
 - 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:
- 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 additional insured. Furthermore, the requirements for coverage and limits shall be the greater of (1) the minimum coverage and limits specified in this Agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured

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

the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the work under this Agreement.

- 12.8. **Claims-Made Policies.** If any of the required policies provide coverage on a claims-made basis the Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work. Claims-Made Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.
- 12.9. **Additional Insured Endorsements.** The City, its City Council, Commissions, officers, and employees of South Pasadena must be endorsed as an additional insured for each policy required herein, other than Professional Errors and Omissions and Worker's Compensation, for liability arising out of ongoing and completed operations by or on behalf of the Consultant. Consultant's insurance policies shall be primary as respects any claims related to or as the result of the Consultant's work. Any insurance, pooled coverage or self-insurance maintained by the City, its elected or appointed officials, directors, officers, agents, employees, volunteers, or consultants shall be non-contributory. All endorsements shall be signed by a person authorized by the insurer to bind coverage on its behalf. General liability coverage can be provided using an endorsement to the Consultant's insurance at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37.
- 12.10. **Failure to Maintain Coverage.** In the event any policy is canceled prior to the completion of the project and the Consultant does not furnish a new certificate of insurance prior to cancellation, City has the right, but not the duty, to obtain the required insurance and deduct the premium(s) from any amounts due the Consultant under this Agreement. Failure of the Consultant to maintain the insurance required by this Agreement, or to comply with any of the requirements of this section, shall constitute a material breach of this Agreement.
- 12.11. **Notices.** Contractor shall provide immediate written notice if (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; (3) or the deductible or self-insured retention is increased. Consultant shall provide no less than 30 days' notice of any cancellation or material change to policies required by this Agreement. Consultant shall provide proof that cancelled or expired policies of insurance have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages. The name and address for Additional Insured Endorsements, Certificates of Insurance and Notices of Cancellation is: City of South Pasadena, Attn: Shahid Abbas, South Pasadena, CA 95945.

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

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

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

13. MUTUAL COOPERATION

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

14. NOTICES

Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on: (i) the day of delivery if delivered by hand, facsimile or overnight courier service during Consultant's and City's regular business hours; or (ii) on the third business day following deposit in the United States mail if delivered by mail, postage

prepaid, to the addresses listed below (or to such other addresses as the parties may, from time to time, designate in writing).

If to City

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

If to Consultant

Ben Rogers
Express Employment Professionals
709 Fremont Ave, suite A
South Pasadena, CA 91030
Telephone: (626) 844-3433

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 here from 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"
709 Fremont Ave, suite A

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 work included as part of this agreement shall be for additional as-needed interim work, in order to assist City crews when additional staffing is required. The work shall consist of manual labor, and no special skills requiring licenses and/or certificates will be necessary. The temporary as-needed workers will only be called upon when additional work is created from unforeseen conditions, which necessitates additional labor to assist the City in maintaining its infrastructure and facilitates. Contractor shall not assign any employee with previously earned California Public Employees Retirement System ("CalPERS") retirement benefits to provide services to the City, or permit any of its employees to individually exceed an average of 19 hours per week of service in the performance of this Agreement within a six month period.

Any temporary staff assigned to the City are subject to LiveScan by the City Human Resources Department. Assigned staff are required to clear Human Resources screening prior to providing service to the City.

The description of work for these as-needed workers shall include but not limited to the following tasks: Assist City crews with storm drain cleaning, sidewalk repairs, removal of trash and removal of tree trimmings from City streets, landscape and park maintenance.

Consultant shall:

- Ensure temporary staff have personal cellular phone numbers available, so that the City may contact their representatives before or after office hours.
- Handle injuries and Worker's Compensation claims.
- Handle Unemployment Insurance and claims.
- Handle Payroll, federal and state taxes.
- Issue W-2 Forms.
- Handle garnishment of wages.
- Employee paychecks, accurately, and in a timely manner.

Exhibit B

Schedule of Fees

Consultant shall only perform work requested by the City based on the actual time the temporary workers are assigned onsite. The Consultant shall submit weekly timesheets subject to the City approval verifying the amount of hours worked per week. The City shall be responsible for assigning the dates and times of the temporary labor.

Position	Bill Rate
General Labor	\$24.65

ATTACHMENT 2
Express Employment Professionals Rate Sheet



May 22, 2020

Service Rate Quote presented to City of South Pasadena:

Thank you for your interest in Express Employment Professionals. Our goal is Excellence in Service to our clients. Quality and service are our highest priorities. The reputation and success of Express Employment Professionals depend completely on the satisfaction of our clients.

Express provides the best of both worlds with a local owner who cares about your business, along with the backing of a \$2 billion corporate partner. All financial, legal, and insurance issues are handled by this corporate partner, assuring that payroll is consistently met, insurance is by national providers (not self-insured), and HR experts are just a phone call away.

Position Title	Pay Rate per hour	Service Rate per hour
Street Maintenance Worker	\$17	\$24.65

SERVICE RATE includes the following:

- ✓ Employee pay rate
- ✓ California sick pay
- ✓ Workers compensation coverage
- ✓ Payroll taxes: FICA, FUI, SUI, ETT
- ✓ Bonding of employees
- ✓ ACA insurance & indemnification
- ✓ Recruiting and selection process
- ✓ Reference verification
- ✓ Advertising
- ✓ Employee benefits administration
- ✓ Payroll services, including all payroll tax remittances
- ✓ End of year tax reporting
- ✓ ISO 9002 certified screening process to ensure quality candidates that properly match job requirements
- ✓ E-Verify: Verification of eligibility to work in the United States

4 HOUR GUARANTEE:

For every new associate's first day of work you are given the guarantee that if your expectations are not met within the first 4 hours of work you will not be billed for those 4 hours.

EVALUATION HIRE:

After the associate has worked 720 hours you have the option to hire onto your payroll with no conversion fee or additional cost.

DIRECT HIRE AND EARLY CONVERSION:

Should you choose to hire our associate directly, without an evaluation period or prior to the completion of 720 hours of work, the following conversion rates will apply:

- After 0 hours: 20% of the annual salary
- After 180 hours: 15% of the annual salary
- After 360 hours: 10% of the annual salary
- After 540 hours: 5%
- After 720 hours: no additional cost

Mutual understanding is the key for long-term business relationships. Therefore, we provide this written confirmation of our terms.



City Council Agenda Report

ITEM NO. 8

DATE: April 7, 2021

FROM: Sean Joyce, Interim City Manager

PREPARED BY: Michael Casalou, Human Resources Manager

SUBJECT: **Recommendation to Approve Appropriation of Funding in the Amount of \$18,000 to Complete Outstanding Citizen Complaint Investigations**

Recommendation

It is recommended that the City Council approve a supplement appropriation of funding in the amount of \$18,000 to allow completion of the investigations of Citizen Complaints filed regarding members of the South Pasadena Police Department. Such allocation will allow the City to complete its statutorily required duty under Penal Code Section 832.5 to conduct such investigations. Garon Wyatt Investigation Services was retained under the authority of the City Manager, limited to \$25,000.00, to conduct the investigations. The work required to complete such investigations will total at least \$40,057.50, requiring a supplemental appropriation of \$15,057.50. To allow for any additional work to complete the investigations without the need to return for an additional supplemental appropriation, it is recommended that a supplemental appropriation in General Fund Reserves to line item 101-2010-2013-8170 be made in the amount of \$18,000.

Discussion/Analysis

The City of South Pasadena, in compliance with California Penal Code Section 832.5, has an established procedure to investigate complaints against employees of the Police Department. This type of “private person complaint” or “citizen complaint” has procedures designed to fairly and equitably investigate complaints against police department personnel, and to detect and take corrective action against employees who conduct themselves improperly. It is also intended to protect police personnel from false complaints. Anyone who is directly involved or witnesses an incident from which a complaint arises may file a complaint.

The City received seven complaints from July 8, 2020 through November 1, 2020. On November 17, 2020 the Interim City Manager approved a contract with Garon Wyatt Investigation Services to begin investigating these complaints. At that time, based upon discussions with the investigator and the complaints at the time, it was estimated that the overall cost of the investigation would not exceed the \$25,000, which is the City Manager’s contract authority. However, as the investigations evolved, the scope of the investigations required added

work and several more complaints were brought forth by three additional complainants and witnesses.

As the investigations are now pending completion, the investigator has advised the cost of the investigations to date totals \$40,057.50. While it is not anticipated that additional work will be required, it is requested that the authorization allow for the potential for minor additional work to close the investigations without being required to seek further supplemental allocation. Therefore, staff is requesting an additional appropriation in the amount of \$18,000 to cover the cost of the investigation to date, and any additional unanticipated work to complete this work.

Legal Review

The City Attorney has reviewed this item.

Fiscal Impact

The City Manager previously approved a contract in the amount of \$25,000. The cost to complete the required investigations is \$40,057.50. Adequate funds do not exist in the line item for the unanticipated additional contract cost. An additional appropriation of \$15,057.50 is necessary to provide adequate funding to complete these investigations. It is recommended that the additional \$18,000 be appropriated from General Fund Reserves and added to line item 101-2010-2013-8170.

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*.



City Council Agenda Report

ITEM NO. 9

DATE: April 7, 2021

FROM: Sean Joyce, Interim City Manager

VIA: Lucy Demirjian, Assistant to the City Manager

SUBJECT: **Discussion of Ordinance Establishing Requirements for “Hero Pay” and Associated Protections for Grocery Workers in the City**

Recommendation

It is recommended that the City Council provide direction to staff regarding an urgency ordinance to establish requirements for “Hero Pay” and associated protections for grocery workers.

Commission Review and Recommendation

This matter was originated by a motion of Mayor Pro Tem Cacciotti, seconded by Councilmember Zneimer, and has not been reviewed by a commission.

Discussion / Analysis

Since March 2020, the COVID-19 pandemic has impacted public health and the economy. The City has extended its declaration of local emergency consistent with the County and State orders. The declaration includes several measures to ensure the health and safety of the community and incorporates health officer orders requiring face coverings and social distancing. The City has also taken steps to assist residents and businesses who continue to be affected by the pandemic. Even with the availability of vaccines, the pandemic continues to impact the community and additional protections are necessary.

The global health pandemic has also emphasized the importance of workers in certain “essential” industries and has made many of us even more aware of how much we depend upon those upon whom we rely each day. Since many of these occupations do not allow for work to be performed at home and/or offer very low capability to socially distance, they are at greater risk to be infected. Millions of frontline grocery workers nationwide have had to face new job-related hazards not previously considered especially dangerous. Several cities and counties have adopted urgency ordinances requiring hazard pay to compensate grocery workers for the added risks during the pandemic.

Cities that have recently adopted “hero pay” ordinances include the cities of Long Beach, Montebello, West Hollywood, Irvine, San Francisco, San Jose, Oakland, Berkley, and most recently the County of Los Angeles (unincorporated) and the City of Los Angeles. The respective ordinances differ slightly in each jurisdiction but generally include similar elements. The required temporary “premium” pay for frontline workers is between \$3 to \$5 for a period of

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120 days. The ordinances apply to retail grocery stores, retail drug stores, or large retail stores that sell groceries or drugs and that are either publicly traded or employ 300 or more people nationwide and have 15 (in some cases as low as 10) employees in a single store within the jurisdiction.

On March 22, 2021, the Pasadena City Council was split on a proposed ordinance requiring grocery store and pharmacy chains to pay their workers an additional \$5 per hour. The ordinance failed to receive a majority vote of the City Council to pass.

Staff is seeking direction from the City Council concerning whether to adopt an ordinance requiring “hero pay” as described above and, if so, reach consensus on the specifics of the features of such a program, including premium pay rate, duration, and applicability.

Applicability of Ordinance

“Grocery store” would include stores that devote 70% or more of its business to retailing a general range of food products, which may be fresh or packaged. Additionally, grocery stores would only be subject to these Ordinances if they employ 300 or more workers nationally and more than fifteen employees per location in the City. This definition would exclude a “convenience store”, which is defined as a retail store of generally 3,500 square feet or less in gross floor area, which primarily carries prepackaged food and beverage products, but may also include other merchandise oriented to convenience shopping and travelers’ needs.

Under this definition, the following businesses in the City would likely be affected by the proposed ordinance:

- Bristol Farms
- Grocery Outlet
- Pavilions
- Ralph’s
- Rite Aid
- Trader Joe’s
- Vons

Note: Trader Joe’s voluntarily increased pay by \$2/hour since last March and have sought an exemption of other cities’ Hero Pay” ordinances .

Enforceability of Ordinance

The ordinance would provide workers the ability to bring a civil action against their employer if these rights are violated. Any grocery store that violates the ordinance may be subject to any appropriate relief at law or equity including reinstatement of the aggrieved worker, front pay in lieu of reinstatement with full payment of unpaid compensation plus interest in favor of the aggrieved worker, and liquidated damages in an additional amount of up to twice the unpaid compensation.

Other Considerations

Staff has elected not to reach out to local grocers until receiving direction from the City Council,

however, we discussed the idea with the Chamber of Commerce to determine the potential impacts to grocery stores with the proposed ordinance. Additional research conducted by staff includes experiences from other cities where the ordinance is already in place. Initial feedback indicates a concern that a temporary increase in hourly wages could decrease the number of working hours available for employees, effectively decreasing their weekly pay, or it could result in a reduction of staff, which may lead to increased public health risks for grocery store workers in the City. Staff is aware of reports that some impacted employers elsewhere are resisting the 120-day timeline for requiring hazard pay, given that food workers in Los Angeles County are now eligible for vaccination. The State announced it is expanding vaccine eligibility to more Californians and is increasing the capacity to administer 4 million vaccines weekly. Starting April 1, individuals 50 and older will be eligible to make an appointment, and those 16 and older will be eligible to make an appointment to be vaccinated starting on April 15.

The California Grocers Association (CGA), which represents about 6,000 grocery stores across the state, has filed legal challenges to hero pay mandates in several cities, citing that in addition to violating federal and state law, the extra pay will have “severe unintended consequences on not only grocers, but on their workers and their customers including higher food prices and store closures.

In a federal lawsuit challenging Long Beach’s ordinance, the association argued that the ordinance is unconstitutional because it targets grocery stores over other industries and interferes with federal labor law that protects the collective bargaining process. On February 25, 2021, a federal court denied the CGA’s request for a temporary restraining order to stop enforcement of the ordinance before a court could hear the case. The CGA said it will appeal the decision.

The Kroger Co. announced closure of two stores in Long Beach since passage of the city’s mandate for extra pay. Similarly, in Los Angeles, two Ralphs and a Food 4 Less will close by May. South Pasadena city staff does not possess any authoritative knowledge to ascribe a direct correlation between that city’s adoption of a Hero Pay program and the stores’ decision to close some of their markets.

Background

According to a study conducted by the Brookings Institute, low-wage workers in America have suffered the worst economic pain of the pandemic and have suffered disproportionate job losses due to their limited ability to telework. The study also found that top, publicly traded retailers have seen a 39% increase in profit averaging \$16.9 billion in extra profit in 2020, while their stock prices increased by an average of 33%.

On January 20, 2021, the Mayor Pro Tem Cacciotti, with a second from Councilmember Zneimer, requested the item to be placed on a future agenda for consideration. On March 3, 2021, the City Council received public comment urging the City to adopt a hazard pay ordinance for local grocery worker, including a letter from UFCW 770, which represents unionized grocery store employees in South Pasadena.

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Given the urgent nature of the health pandemic and need to provide immediate assistance to those at higher risk of infection, the City Council may request an Urgency Ordinance for the next meeting, which will become effective immediately upon adoption. Adoption of an urgency ordinance requires specific findings and a four-fifths vote of City Council. However, such an ordinance would likely present logistical problems in the payroll departments and/or systems of local grocers presented with the challenges associated with immediately implementing pay increases to employees.

Alternatives

1. Direct staff to conduct further outreach with impacted businesses through the Chamber of Commerce to fully understand impacts on employers before bringing back an ordinance for adoption.
2. Direct staff to prepare an ordinance to encourage voluntary pay increases at grocery stores.
3. Direct staff to work with the County Public Health Department to ensure proper infection control measures are in place at grocery store and pharmacy chains to protect employees.

Legal Review

The City Attorney has reviewed this item.

Fiscal Impact

Staff time and resources will be needed for the development of the ordinance, including outreach to businesses, responding to inquiries and referring complaints of violations.

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: Model West Hollywood Urgency Ordinance

ATTACHMENT 1
Model Ordinance (West Hollywood)

ORDINANCE NO. _____

AN URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WEST HOLLYWOOD ESTABLISHING PREMIUM PAY AND ASSOCIATED LABOR PROTECTIONS FOR GROCERY WORKERS WORKING IN WEST HOLLYWOOD AND SETTING FORTH THE FACTS CONSTITUTING SUCH URGENCY.

The City Council of the City of West Hollywood does ordain as follows:

SECTION 1. Findings.

1. The new coronavirus 19 (“COVID-19”) disease is caused by a virus that spreads easily from person to person and may result in serious illness or death, and is classified by the World Health Organization (“WHO”) as a worldwide pandemic.
2. COVID-19 has broadly spread throughout California and remains a significant health risk to the community, especially members of our most vulnerable populations.
3. The WHO has declared that COVID-19 is a global pandemic, which is particularly severe in high risk populations such as people with underlying medical conditions and the elderly, and the WHO has raised the health emergency to the highest level, requiring dramatic interventions to disrupt the spread of this disease.
4. On March 4, 2020, California Governor Gavin Newsom proclaimed a state of emergency in response to new cases of COVID-19, directing state agencies to use all resources necessary to prepare for and respond to the outbreak.
5. On March 16, 2020, the City Council of the City of West Hollywood proclaimed the existence of a local emergency in response to new cases of COVID-19, authorizing the City Manager to exercise the emergency powers necessary to take extraordinary measures to prevent death or injury of persons and to protect the public peace, safety and welfare, and alleviate damage, loss, hardship or suffering.
6. On March 19, 2020, Governor Newsom issued a “Stay Home – Stay Healthy” proclamation closing all non-essential workplaces, requiring people to stay home except to participate in essential activities or to provide essential business services, and banning all gatherings for social, spiritual, and recreational purposes. In addition to healthcare, public health and emergency services, the “Stay Home – Stay Healthy” proclamation identified grocery stores as essential

business sectors critical to protecting the health and well-being of all Californians and designated their workers as essential critical infrastructure workers.

7. On March 19, 2020, in order to mitigate the effects of COVID-19 within the County of Los Angeles, the County Public Health Officer issued the “Safer at Home” Order to control the affects and spread of COVID-19 by closing all non-essential workplaces, requiring people to stay home except to participate in essential activities or to provide essential business services, and banning all gatherings of more than 10 people. In addition to healthcare, public health and emergency services, the “Safer at Home” Order identified grocery stores as essential business sectors critical to protecting the health and well-being of all Californians and designated their workers as essential critical infrastructure workers; and

8. Effective November 30, 2020, the County Department of Public Health enacted a new Health Officer Order requesting individuals to remain in their homes as much as possible and to avoid crowding and mingling with non-household members. The Order came after many Americans gathered and traveled over the Thanksgiving holiday in the midst of a winter surge of COVID-19 cases and deaths. According to the County Department of Public Health, daily peaks are now more than double the County’s peak of daily cases during the summer surge. The region is currently experiencing a surge following the winter holiday season. The Southern California Region, which the City of West Hollywood is a part of, was at zero percent ICU capacity on January 15, 2021. Nevertheless, Grocery workers report to work while others are directed to remain home to slow the spread of the virus.

9. On December 3, 2020, Governor Newsom extended the “Stay Home – Stay Healthy” proclamation.

10. On January 25, 2021 Governor Newsom lifted the statewide stay-at-home order, returning counties back to a tiered system.

11. On January 25, 2021, the California Department of Public Health (CDPH) ended the Regional Stay at Home Order, lifting the order for all regions statewide, including Southern California. This action allowed all counties to return to the Blueprint for a Safer Economy framework which uses color-coded tiers to indicate which activities and businesses can open based on local case rates and test positivity. Los Angeles County is in the strictest tier, the Purple Tier.

12. Los Angeles County remains in the most restrictive purple tier where many non-essential business operations remain closed and the virus remains widespread.

13. As of January 28, 2021, the WHO Situation Report reported a global total of 100,455,529 cases of COVID-19, including 2,166,440 deaths; California

reported 3,200,000 cases of COVID-19, including 38,927 deaths; and West Hollywood has reported 1,874 cases of COVID-19, including 24 deaths.

14. Grocery stores are essential businesses operating in West Hollywood during the COVID-19 emergency making grocery workers highly vulnerable to economic insecurity and health or safety risks.

15. Grocery workers working for grocery stores are essential workers who perform services that are fundamental to the economy and health of the community during the COVID-19 crisis. They work in high risk conditions with inconsistent access to protective equipment and other safety measures; work in public situations with limited ability to engage in physical distancing; and continually expose themselves and the public to the spread of disease.

16. Premium pay, paid in addition to regular wages, is an established type of compensation for employees performing hazardous duty or work involving physical hardship that can cause extreme physical discomfort and distress.

17. Grocery workers working during the COVID-19 emergency merit additional compensation because they are performing hazardous duty due to the significant risk of exposure to the COVID-19 virus. Grocery workers have been working under these hazardous conditions for months. They are working in these hazardous conditions now and will continue to face safety risks as the virus presents an ongoing threat for an uncertain period, potentially resulting in subsequent waves of infection.

18. The availability of grocery stores is fundamental to the health of the community and is made possible during the COVID-19 emergency because grocery workers are on the frontlines of this devastating pandemic supporting public health, safety, and welfare by working in hazardous situations. A study of grocery store workers has also shown an accelerated risk of coronavirus infection faced by workers in customer-centric roles. Another report from CNBC reports how the toll of COVID has been particular hard on grocery store workers who can't work from home and often have low pay and limited benefits. Additionally, new and potentially more contagious variants of the coronavirus that have been detected in California.

19. Establishing an immediate requirement for grocery stores to provide premium pay to grocery workers protects public health, supports stable incomes, and promotes job retention by ensuring that grocery workers are compensated for the substantial risks, efforts, and expenses they are undertaking to provide essential services in a safe and reliable manner during the COVID-19 emergency.

20. As a result of the COVID-19 pandemic, this Ordinance aims to protect and promote the public health, safety, and welfare during the new coronavirus 19 (COVID-19) emergency by requiring grocery stores to provide premium pay for grocery workers performing work in West Hollywood. Requiring

grocery stores to provide premium pay to grocery workers compensates grocery workers for the risks of working during a pandemic. Grocery workers face magnified risks of catching or spreading the COVID-19 disease because the nature of their work involves close contact with the public, including members of the public who are not showing symptoms of COVID-19 but who can spread the disease. The provision of premium pay better ensures the retention of these essential workers who are on the frontlines of this pandemic providing essential services and who are needed throughout the duration of the COVID-19 emergency. As such, they are deserving of fair and equitable compensation for their work.

21. This Ordinance is adopted pursuant to the City's police powers and powers afforded to the city in time of national, state, county and local emergency during an unprecedented health pandemic, such powers being afforded by the State Constitution, State law and the Chapter 2.80 of the West Hollywood Municipal Code to protect the peace, health, and safety of the public. The West Hollywood City Council finds that this ordinance is necessary for the preservation of the public peace, health, and safety of grocery workers working in West Hollywood and finds urgency to approve this ordinance immediately based on the facts described herein and detailed in the staff report. Under Government Code Section 8634, this ordinance is necessary to provide for the protection of health, life and property.

SECTION 2. PREMIUM PAY FOR GROCERY WORKERS.

A. Definitions.

For purposes of this Ordinance:

“Adverse action” means reducing the compensation to a grocery worker, garnishing gratuities, temporarily or permanently denying or limiting access to work, incentives, or bonuses, offering less desirable work, demoting, terminating, deactivating, putting a grocery worker on hold status, failing to rehire after a seasonal interruption of work, threatening, penalizing, retaliating, or otherwise discriminating against a covered grocery worker for any reason prohibited by this ordinance. “Adverse action” also encompasses any action by the hiring entity or a person acting on the hiring entity’s behalf that would dissuade a grocery worker from exercising any right afforded by this ordinance.

“Aggrieved party” means a grocery worker or other person who suffers tangible or intangible harm due to a hiring entity or other person’s violation of this ordinance.

“City” means the City of West Hollywood.

“Covered grocery worker” means a grocery worker employed directly by a hiring entity who is entitled to premium pay pursuant to this Ordinance.

“Grocery worker” means a worker employed directly by a hiring entity at a grocery store. Grocery worker does not include managers, supervisors or confidential employees.

“Grocery store” means a store that devotes seventy percent (70%) or more of its business to retailing a general range of food products, which may be fresh or packaged. There is a rebuttable presumption that if a store receives seventy percent (70%) or more revenue from retailing a general range of food products, then it qualifies as a grocery store.

“Hiring entity” means a grocery store that employs over three hundred (300) grocery workers nationally and employs more than fifteen (15) employees per grocery store in the City of West Hollywood.

“Premium pay” means additional compensation owed to a grocery worker that is separate from hiring entity payments for providing services, bonuses, and commissions, as well as tips earned from customers.

“Respondent” means a grocery store, parent company or any person who is alleged or found to have committed a violation of this Ordinance.

B. Grocery worker coverage.

For the purposes of this Ordinance, covered grocery workers are limited to those who perform work for a hiring entity where the work is performed in the City of West Hollywood.

C. Hiring entity coverage.

1. For purposes of this Ordinance, hiring entities are limited to those who employ three hundred (300) or more grocery workers nationally and employ more than fifteen (15) employees per grocery store in the City of West Hollywood.

2. To determine the number of grocery workers employed for the current calendar year:

a. The calculation is based upon the average number per calendar week of grocery workers who worked for compensation during the preceding calendar year for any and all weeks during which at least one (1) grocery worker worked for compensation. For hiring entities that did not have any grocery workers during the preceding calendar year, the number of grocery workers employed for the current calendar year is calculated based upon the average number per calendar week of grocery workers who worked for compensation

during the first ninety (90) calendar days of the current year in which the hiring entity engaged in business.

b. All grocery workers who worked for compensation shall be counted, including but not limited to:

i. Grocery workers who are not covered by this Ordinance;
and

ii. Grocery workers who worked in West Hollywood.

D. Premium pay requirement.

1. Hiring entities shall provide each grocery worker with premium pay consisting of an additional Five Dollars (\$5.00) per hour for each hour worked.

2. Hiring entities shall provide the pay required by Subsection D.1 for a minimum of one hundred twenty (120) days from the effective date of this Ordinance.

3. This terms of this Section 2 shall be in effect for one hundred twenty (120) days from the effective date of this Ordinance.

E. Grocery worker and consumer protections.

1. No hiring entity shall, as a result of this Ordinance going into effect, take any of the following actions:

a. Reduce a grocery worker's compensation;

b. Limit a grocery worker's earning capacity.

2. It shall be a violation if this Ordinance is a motivating factor in a hiring entity's decision to take any of the actions in Subsection E.1 unless the hiring entity can prove that its decision to take the action(s) would have happened in the absence of this Ordinance going into effect.

F. Notice of rights.

1. Hiring entities shall provide covered grocery workers with a written notice of rights established by this Ordinance. The notice of rights shall be in a form and manner sufficient to inform grocery workers of their rights under this Ordinance. The notice of rights shall provide information on:

a. The right to premium pay guaranteed by this Ordinance;

b. The right to be protected from retaliation for exercising in good faith the rights protected by this Ordinance; and

c. The right to bring a civil action for a violation of the requirements of this Ordinance, including a hiring entity's denial of premium pay as required by this Ordinance and a hiring entity or other person's retaliation against a covered grocery worker or other person for asserting the right to premium pay or otherwise engaging in an activity protected by this Ordinance.

2. Hiring entities shall provide the notice of rights required by posting a written notice of rights in a location of the grocery store utilized by employees for breaks, and in an electronic format that is readily accessible to the grocery workers. The notice of rights shall be made available to the grocery workers via smartphone application or an online web portal, in English and any language that the hiring entity knows or has reason to know is the primary language of the grocery worker(s).

G. Hiring entity records.

1. Hiring entities shall retain records that document compliance with this Ordinance for covered grocery workers.

2. Hiring entities shall retain the records required above for a period of two (2) years.

2. If a hiring entity fails to retain adequate records required under this Ordinance, there shall be a presumption, rebuttable by clear and convincing evidence, that the hiring entity violated this Ordinance for each covered grocery worker for whom records were not retained.

H. Retaliation prohibited.

No hiring entity employing a grocery worker shall discharge, reduce in compensation, or otherwise discriminate against any grocery worker for opposing any practice proscribed by this Ordinance, for participating in proceedings related to this Ordinance, for seeking to exercise their rights under this Ordinance by any lawful means, or for otherwise asserting rights under this Ordinance.

I. Violation.

The failure of any respondent to comply with any requirement imposed on the respondent under this Ordinance is a violation.

J. Remedies.

1. The payment of unpaid compensation, liquidated damages, civil penalties, penalties payable to aggrieved parties, fines, and interest provided under this Ordinance is cumulative and is not intended to be exclusive of any other available remedies, penalties, fines, and procedures.

2. A respondent found to be in violation of this Ordinance for retaliation under Section H above shall be subject to any appropriate relief at law or equity including, but not limited to reinstatement of the aggrieved party, front pay in lieu of reinstatement with full payment of unpaid compensation plus interest in favor of the aggrieved party under the terms of this Ordinance, and liquidated damages in an additional amount of up to twice the unpaid compensation.

K. Private right of action.

1. Any covered grocery worker that suffers financial injury as a result of a violation of this Ordinance, or is the subject of prohibited retaliation under Section H, may bring a civil action in a court of competent jurisdiction against the hiring entity or other person violating this Ordinance and, upon prevailing, may be awarded reasonable attorney fees and costs and such legal or equitable relief as may be appropriate to remedy the violation including, without limitation: the payment of any unpaid compensation plus interest due to the person and liquidated damages in an additional amount of up to twice the unpaid compensation; and a reasonable penalty payable to any aggrieved party if the aggrieved party was subject to prohibited retaliation.

L. Encouragement of more generous policies.

1. Nothing in this Ordinance shall be construed to discourage or prohibit a hiring entity from the adoption or retention of premium pay policies more generous than the one required herein.

2. Nothing in this Ordinance shall be construed as diminishing the obligation of a hiring entity to comply with any contract or other agreement providing more generous protections to a grocery worker than required by this Ordinance.

M. Other legal requirements.

This Ordinance provides minimum requirements for premium pay while working for a hiring entity during the COVID-19 emergency and shall not be construed to preempt, limit, or otherwise affect the applicability of any other law, regulation, requirement, policy, or standard that provides for higher premium pay, or that extends other protections to grocery workers; and nothing in this Ordinance shall be interpreted or applied so as to create any power or duty in conflict with federal or state law. Nothing in this Section shall be construed as restricting a grocery worker's right to pursue any other remedies at law or equity for violation of their rights.

N. Exemption for collective bargaining agreement.

All of the provisions of this Ordinance, or any part thereof, may be expressly waived in a collective bargaining agreement, but only if the waiver is explicitly set forth in the agreement in clear and unambiguous terms. Unilateral implementation of terms and conditions of employment by either party to a collective bargaining relationship shall not constitute a waiver of all or any of the provisions of this Ordinance.

O. No waiver of rights.

Except for a collective bargaining agreement provision made pursuant to Section N, any waiver by a grocery worker of any or all provisions of this Ordinance 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 hiring entity to a grocery worker to waive rights given by this Ordinance shall be a violation of this Ordinance.

SECTION 3. Urgency Findings. Pursuant to California Government Code Section 36937, this Ordinance is designed to protect the health, safety and welfare of the citizens of the City of West Hollywood and becomes effective immediately upon adoption by a four-fifths (4/5) vote of the City Council. The City Council hereby finds that there is an urgent need to adopt these regulations in order to address the current and immediate threats set forth above. Given the uncertain and evolving nature of the pandemic, the premium pay and associated protections must be immediately implemented to ensure that grocery workers continue working and providing this essential service to the residents of West Hollywood and the region generally. The workers have already been working for many months throughout this pandemic. Grocery workers face magnified risks of catching or spreading the COVID-19 disease because the nature of their work involves close contact with the public, including members of the public who are not showing symptoms of COVID-19 but who can spread the disease. The provision of premium pay better ensures the retention of these essential workers who are on the frontlines of this pandemic providing essential services and who are needed throughout the duration of the COVID-19 emergency. This urgency ordinance is needed during the emergency in the interest of maintaining access to and continuity in essential grocery services and access to food through grocery store operations. Under Government Code Section 8634 and WHMC Chapter 2.80, this ordinance is necessary to provide for the protection of life and property for the reasons set out herein. The Council therefore finds and determines that the immediate preservation of the public peace, health and safety, and protection of life and property, require that this Ordinance be enacted as an urgency ordinance pursuant to Government Code section 36937 and take effect immediately upon adoption by four-fifths of the City Council.

SECTION 4. CEQA. The City Council determines that the adoption of this Urgency Ordinance is exempt from environmental review under the California Environmental Quality Act ("CEQA") pursuant to the following provisions of the CEQA Guidelines, 14 California Code of Regulations, Chapter 3: this Urgency Ordinance is

exempt under CEQA Guidelines Section 15378(b)(5) in that it is not a “project” under CEQA, and will not result in direct or indirect physical changes in the environment. This ordinance only regulates the pay and protections for grocery works those matters would not result in physical changes to the environment.

SECTION 5. Severability. If any section or provision of this Urgency Ordinance is for any reason held to be invalid or unconstitutional by any court of competent jurisdiction, or contravened by reason of any preemptive legislation, the remaining sections and/or provisions of this Urgency Ordinance shall remain valid. The City Council hereby declares that it would have adopted this Urgency Ordinance, and each section or provision thereof, regardless of the fact that any one or more section(s) or provision(s) may be declared invalid or unconstitutional or contravened via legislation.

SECTION 6. Certification. The City Clerk shall certify to the passage and adoption of this Ordinance and shall cause the same, or the summary thereof, to be published or posted in the manner required by law.