



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

**Council Chamber
1424 Mission Street, South Pasadena, CA 91030
Wednesday, June 2, 2021, at 6:00 p.m.**

VIRTUAL MEETING

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 Closed Session meeting of the City Council for June 2, 2021 will be conducted remotely and held by video conference.

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 Emergency Operations Center will not be open for the meeting. Council Members will be participating remotely and will not be physically present.

Public comment will be taken at the beginning of the meeting. The public will be released from the meeting so that the Council can convene closed session discussion of items allowed under Government Code. Any action taken in closed session will be reported by the City Attorney during the open session meeting immediately following. A separate Zoom webinar link will be provided for open session for the public to attend.

**City Council Closed Session
Meeting ID: 929 1470 6489
Passcode: 3288**

1. Go to the Zoom website, <https://zoom.us/join> and enter the Zoom Meeting information accordingly; or
2. Click on the following unique Zoom meeting link:
<https://zoom.us/j/92914706489?pwd=WUJYZHUxcXVFWmxwcFM1Qlgwd1BuQT09>; or
3. You may listen to the meeting by calling: +1-669-900-9128 and entering the Zoom Meeting ID and Passcode when prompted to do so.

For additional Zoom assistance with telephone audio, you may find your local number at:
<https://zoom.us/u/actolluBmd>

- CALL TO ORDER:** Mayor Diana Mahmud
- ROLL CALL:** Mayor Diana Mahmud
 Mayor Pro Tem Michael Cacciotti
 Councilmember Jack Donovan
 Councilmember Jon Primuth
 Councilmember Evelyn G. Zneimer

PUBLIC COMMENT PERIOD FOR CLOSED SESSION ITEMS ONLY

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

Option 1:

1. Participants will be able to “raise their hand” using the Zoom icon during the meeting, and they will have their mic un-muted during comment portions of the agenda to speak for up to 3 minutes per item.
(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 public comment(s) to less than 3 minutes on any given agenda item).

Option 2:

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 (optional), and 2) agenda item you are submitting public comment on. The cutoff time for public comment to be submitted via email is 4 p.m. the day of the Council meeting.

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.

CLOSED SESSION AGENDA ITEMS

A. INITIATION OF LITIGATION
 CONFERENCE WITH LEGAL COUNSEL—Initiation of Litigation, Pursuant to Government Code Section 54956.9(d)(3)

Number of Potential Cases: 2

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.

05/27/2021 /s/ _____
 Date Linda Thai
 Deputy City Clerk



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

**Council Chamber
1424 Mission Street, South Pasadena, CA 91030
Wednesday, June 2, 2021 at 7:00 p.m.**

VIRTUAL MEETING

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.

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The virtual meeting will be conducted over [ZOOM](#) and [broadcast live on the City Council meeting webpage](#). Registration is not required to participate in live public comment.

Webinar ID: 974 7011 5897

Passcode: 3288

To maximize public safety while still maintaining transparency and public access, members of the public can observe the meeting via Zoom in one of the three methods below.

1. Go to the Zoom website, <https://zoom.us/join> and enter the Zoom Meeting information accordingly; or
2. Click on the following unique Zoom meeting link:
[https://zoom.us/j/97470115897?pwd=eERBWU9qUlq5ZWxzMnEzQ1hpcVB3UT09](https://zoom.us/j/97470115897?pwd=eERBWU9qUlq5ZWxzMnEzQ1hpcVB3UT09;); or
3. You may listen to the meeting by calling: +1-669-900-6833 and entering the Zoom Meeting ID and Passcode when prompted to do so.

For additional Zoom assistance with telephone audio, you may find your local number at:

<https://zoom.us/u/acgKjA6uvS>

- CALL TO ORDER:** Mayor Diana Mahmud
- ROLL CALL:** Mayor Diana Mahmud
Mayor Pro Tem Michael Cacciotti
Councilmember Jack Donovan
Councilmember Jon Primuth
Councilmember Evelyn G. Zneimer
- PLEDGE OF ALLEGIANCE:** Mayor Pro Tem Cacciotti

CLOSED SESSION ANNOUNCEMENTS

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

PUBLIC COMMENT AND SUGGESTIONS

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

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2. Public Comment – General**PRESENTATION**

None

COMMUNICATIONS**3. Councilmembers Communications**

Time allotted per Councilmember is 3 minutes. Additional time will be allotted at the end of the City Council meeting agenda, if necessary.

4. City Manager Communications**5. Reordering of, Additions, or Deletions to the Agenda****OPPORTUNITY TO COMMENT ON CONSENT CALENDAR**

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

CONSENT CALENDAR**6. Approval of Prepaid Warrants in the Amount of \$48,940.42; General City Warrants in the Amount of \$464,094.17; General City Warrant Voids in the Amount of (\$26.32); Supplemental ACH Payments in the Amount of \$17,446.61; Payroll in the Amount of \$564,082.90**Recommendation

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

7. Minutes of the City Council Meeting(s) for the dates as follows:

- **March 3, 2021 – Regular Meeting**
- **March 17, 2021 – Regular Meeting**

Recommendation

It is recommended that the City Council approve the minutes for the date(s) listed, as presented.

8. Accept Project Completion and Authorization to File a Notice of Completion (NOC) for the City Hall Courtyard Project and Authorization to Release Retention Payment to Cerco Engineering in the Amount of \$5,885Recommendation

It is recommended that the City Council:

1. Accept the City Hall Courtyard Project as complete;
2. Authorize the recordation of the Notice of Completion with the Los Angeles County Registrar-Recorder County Clerk; and
3. Authorize release of retention payment to Cerco Engineering in the amount of \$5,885.

9. Authorize the Second Amendment to the Professional Services Agreement with Interwest Incorporated for Assistant Planner Staffing Services for a Total Not-To-Exceed Amount of \$65,970; and Authorize the Second Amendment to the Professional Services Agreement with Wildan Engineering Incorporated for Code Enforcement Services for a Total Not-To-Exceed Amount of \$101,628

Recommendation

It is recommended that the City Council:

1. Authorize the City Manager to execute the second amendment to the Professional Services Agreement with Interwest Incorporated to extend the term of the PSA by three months for a total not-to-exceed amount of \$65,970 for continued contract assistant planner services during the recruitment of the Associate Planner Position in 2020; and
2. Authorize the City Manager to execute the second amendment to the Professional Services Agreement with Wildan Engineering Incorporated to extend the term of the PSA by six months for a total not-to-exceed amount of \$101,627.50 for contract code enforcement services during the recruitment of the Community Improvement Coordinator Position in 2020.

10. Contract Extension for Financial Audit Services with Rogers Anderson Malody & Scott LLP

Recommendation

It is recommended that the City Council authorize the City Manager to execute a three-year contract extension with Rogers, Anderson, Malody & Scott, LLP, in a form approved by the City Attorney, for audit services for three fiscal years from 2021 to 2023, in the amount of \$133,200 for the three year contract term.

11. 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.

12. Appropriate \$25,000 of the \$420,000 Repurposed Metro Cycle 3 Open Streets Grant Funds for Pre-Design Activities for the Slow Streets Program

Recommendation

It is recommended that the City Council appropriate \$25,000 of the \$420,000 repurposed Los Angeles County Metropolitan Transportation Authority (Metro) Cycle 3 Open Streets grant funds to the Golden Street Grant line item 249-2010-2011-8170, Professional Services in Management Services, for the pre-design phase of the Slow Streets Program.

PUBLIC HEARING

None

ACTION / DISCUSSION

13. Review of “Hero Pay” Urgency Ordinance Establishing Requirement and Associated Protections for Grocery and Drug Retail Workers in the City and Consideration of Ordinance Extension

Recommendation

It is recommended that the City Council review the “hero pay” urgency ordinance and provide direction as to whether to extend the ordinance beyond the initial 60 days.

14. Approval of a Professional Services Agreement with Pasadena Humane Society and SPCA for Animal Control Services until June 30, 2026, for an Amount Not-to-Exceed \$894,217

Recommendation

It is recommended that the City Council approve a professional services agreement with the Pasadena Humane Society & SPCA (PHS) for animal control services for a five-year term ending June 30, 2026, for an amount not-to-exceed \$894,217.

INFORMATION REPORTS

None

ADJOURNMENT

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

June 16, 2021	Regular City Council meeting	Council Chamber	7:00 p.m.
July 7, 2021	Regular City Council meeting	Council Chamber	7:00 p.m.
July 21, 2021	Regular City Council meeting	Council Chamber	7:00 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.

05/27/2021

/s/

Date

Linda Thai
Deputy City Clerk



City Council Agenda Report

ITEM NO. 6

DATE: June 02, 2021

FROM: Sean Joyce, Interim City Manager

PREPARED BY: Elaine Aguilar, Interim Assistant City Manager

SUBJECT: **Approval of Prepaid Warrants in the Amount of \$48,940.42; General City Warrants in the Amount of \$464,094.17; General City Warrant Voids in the Amount of (\$26.32); Supplemental ACH Payments in the Amount of \$17,446.61; Payroll in the Amount of \$564,082.90.**

Recommendation Action

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

Fiscal Impact

Prepaid Warrants:

Warrant # 312541-312556	\$	15,394.62
ACH	\$	33,545.80
Voids	\$	0

General City Warrants:

Warrant # 312557-312606	\$	290,476.50
ACH	\$	173,617.67
Voids	\$	(26.32)

Payroll Period Ending 05/09/2021

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	\$	17,446.61

RSA:

Prepaid Warrants	\$	0
General City Warrants	\$	0

Total	\$	<u>1,094,537.78</u>
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Commission Review and Recommendation

This matter was not reviewed by a Commission.

Approval of Warrants
June 02, 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**

Fund No.	Date	06.02.2021	
		Amounts	
		Prepaid	Written
General Fund	101	46,095.90	304,467.60
Insurance Fund	103	-	-
Street Improvement Program	104	-	-
Facilities & Equip.Cap. Fund	105	-	106.78
Local Transit Return "A"	205	-	-
Local Transit Return "C"	207	875.00	2,910.00
TEA/Metro	208	-	-
Sewer Fund	210	71.87	100,721.59
CTC Traffic Improvement	211	-	-
Street Lighting Fund	215	-	17,493.99
Public,Education & Govt Fund	217	-	-
Clean Air Act Fund	218	-	-
Business Improvement Tax	220	-	205.00
Gold Line Mitigation Fund	223	-	-
Mission Meridian Public Garage	226	-	-
Housing Authority Fund	228	-	3,134.25
State Gas Tax	230	-	1,741.98
County Park Bond Fund	232	-	-
Measure R	233	-	-
Measure M	236	-	-
Road Maint & Rehab (SB1)	237	-	-
MSRC Grant Fund	238	-	-
Measure W	239	-	-
Measure H	241	-	-
Prop C Exchange Fund	242	-	-
Bike & Pedestrian Paths	245	-	-
BTA Grants	248	-	-
Golden Street Grant	249	-	-
Capital Growth Fund	255	-	-
CDBG	260	-	-
Asset Forfeiture	270	-	-
Police Grants - State	272	-	-
Homeland Security Grant	274	-	-
Park Impact Fees	275	-	13,071.00
HSIP Grant	277	-	-
Arroyo Seco Golf Course	295	-	-
Sewer Capital Projects Fund	310	-	-
Water Fund	500	1,897.65	20,241.98
Water Efficiency Fund	503	-	-
2016 Water Revenue Bonds Fund	505	-	-
SRF Loan - Water	506	-	-
Water & Sewer Impact Fee	510	-	-
Public Financing Authority	550	-	-
Payroll Clearing Fund	700	-	-
		-	-
Column Totals:		<u>48,940.42</u>	<u>464,094.17</u>

Recap by fund	Fund No.	Amounts	
		Prepaid	Written
RSA	227	-	-
RSA Report Totals:		<u>-</u>	<u>-</u>
City Report Totals:			<u>513,034.59</u>

Payroll Period Ending 05/09/2021	564,082.90
Wire Transfer In - LAIF	
Wire Transfer Out - LAIF	
Wire Transfer - RSA	
Wire Transfer - Acct # 2413	
Wire Transfer - Acct # 1936	
Supplemental ACH Payments	17,446.61
Voids - Prepaid	
Voids - General Warrant	(26.32)
Grand Report Total:	<u><u>1,094,537.78</u></u>

Diana Mahmud, Mayor

Elaine Aguilar, Interim Assistant City Manager

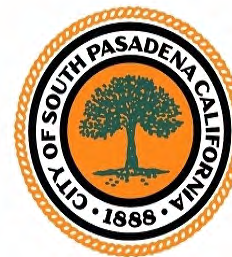
ATTACHMENT 2

Prepaid Warrant List

Accounts Payable

Checks by Date - Detail by Check Date

User: calvarez
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Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
ACH	CIV2123 2018-109	CivicStone, LLC CivicStone, LLC Caltrans Housing Consultant	05/18/2021	14,935.00
Total for this ACH Check for Vendor CIV2123:				14,935.00
ACH	COBR7131 1239564 130724	The Advantage Group June 2021 HRA Reimbursement (Batch ID # 1239564) May 2021 Admin Fee	05/18/2021	16,211.75 312.00
Total for this ACH Check for Vendor COBR7131:				16,523.75
ACH	CRDA1021 RS4674595 RS4682990 RS4691410	Corodata Records Management Storage February 2021 Storage March 2021 Storage April 2021	05/18/2021	364.11 462.72 385.22
Total for this ACH Check for Vendor CRDA1021:				1,212.05
ACH	DDL8010 2116 2217	Dr. Detail Ph.D Sanitation of Transit Vehicles - COVID-19 Sanitation of Transit Vehicles - COVID-19	05/18/2021	175.00 700.00
Total for this ACH Check for Vendor DDL8010:				875.00
312541	ACHG2013 59-0642937	A-Check Global Electronic Background Services Rendered April	05/18/2021	182.50
Total for Check Number 312541:				182.50
312542	ATT58010 0206606590001 0519345428001 0519345429001 0519345430001 0519345431001 0519345432001 0519345433001 0519345434001	AT & T Account # 020 660 6590 001 Charges for 04/20/2021 Account # 051 934 5428 001 Charges for 05/09/2021 Account # 051 934 5429 001 Charges for 05/09/2021 Account # 051 934 5430 001 Charges for 05/09/2021 Account # 051 934-5431 001 Charges for 04/09/2021 Account # 051 934 5432 001 Charges for 05/09/2021 Account # 051 934 5433 001 Charges for 05/09/2021 Account # 051 934 5434 001 Charges for 05/09/2021	05/18/2021	62.10 60.08 45.17 45.17 45.17 45.17 52.63 60.08
Total for Check Number 312542:				415.57
312543	AT&T5006 313002019	AT & T U-Verse Account # 313002019 (04/27-05/27/2021)	05/18/2021	238.10
Total for Check Number 312543:				238.10
312544	AT&T5011 626 577-6657	AT&T Account # 626 577-6657 213 7 (04/13-05/12/2021)	05/18/2021	134.21
Total for Check Number 312544:				134.21

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
312545	ATCN9011 000016087013	AT&T Account # 9391036942 (01/27-02/26/2021)	05/18/2021	268.83
			Total for Check Number 312545:	268.83
312546	CIN4011 287288006612x04 287288006612x04 287288006612x04 287288006612x04 287297984615x04	AT&T Mobility Account # 287288006612 (03/03-04/02/2021) Account # 287288006612 (03/03-04/02/2021) Account # 287288006612 (03/03-04/02/2021) Account # 287288006612 (03/03-04/02/2021) Account # 287297984615 (03/03-04/02/2021)	05/18/2021	236.78 698.47 71.87 207.33 335.34
			Total for Check Number 312546:	1,549.79
312547	CBSC5200 01/01-03/31/20 01/01-03/31/21 04/01-06/30/20 07/01-09/30/20 10/01-12/31/20	CA Building Standards Commission BSASRF (January 1st to March 31st 2020) BSASRF (January 1st to March 31st 2021) BSASRF (April 1st to June 30th 2020) BSASRF (July 1st to September 30th 2020) BSASRF (October 1st to December 31st 2020)	05/18/2021	188.10 149.40 89.10 210.60 208.40
			Total for Check Number 312547:	845.60
312548	CBSE6010 72130298	Cell Business Equipment Public Works Copier April 2021 Contract # 25334839	05/18/2021	265.13
			Total for Check Number 312548:	265.13
312549	CDPS1020 69540	Code Publishing Inc. Municipal Code Ordinance No. 2353 Project # 353290	05/18/2021	246.35
			Total for Check Number 312549:	246.35
312550	ICPS8060 665648	ICMA Membership Renewal # 665648 (Lucy L. Demirjian)	05/18/2021	200.00
			Total for Check Number 312550:	200.00
312551	MER2145 637907	Merit Oil Company Unleaded Gasoline for Public Works Yard Fueling Station	05/18/2021	4,759.83
			Total for Check Number 312551:	4,759.83
312552	SATPSTRE 177866	SatellitePhoneStore.com Satellite Phone Card - 300 Minutes Annual Refil	05/18/2021	2,784.03
			Total for Check Number 312552:	2,784.03
312553	TIM4011 0070193040121 0070193050121 0224964040821 0251967032221 0345504032121 0355990040221	Time Warner Cable Account # 8448 30 008 0070193 (04/01-04/30/2 Account # 8448 30 008 0070193 (05/01-05/31/2021) Account # 8448 30 008 0224964 (04/08-05/07/21) Account # 8448 30 008 0251967 (03/22-04/21/21) Account # 8448 30 008 0345504 (03/21-04/20/21) Account # 8448 30 008 0355990 (04/02/21-05/01/21)	05/18/2021	78.95 78.95 337.63 222.01 619.19 405.24
			Total for Check Number 312553:	1,741.97
312554	VEBU3010 71776089	Verizon Business Services Verizon Account # SV646189 Services Through	05/18/2021	9.59

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 312554:	9.59
312555	VERW6711	Verizon Wireless	05/18/2021	
	9875725156	Account 842311063-00002 (02/18-03/17/21)		302.23
	9878318047	Account 571839627-00001 (03/24-04/23/21)		16.03
	9878505773	Account 270619951-00004 (03/27-04/26/21)		517.30
			Total for Check Number 312555:	835.56
312556	XRXF5010	Xerox Financial Services	05/18/2021	
	2495535	Contract # 010-0061587-002 (02/06-03/05/21)		275.05
	2540698	Contract # 010-0061587-002 (03/06-04/05/21)		154.06
	2550494	Contract # 010-0061587-003 (03/18-04/07/21)		324.70
	2596031	Contract # 010-0061587-003 (04/18-05/17/21)		163.75
			Total for Check Number 312556:	917.56
			Total for 5/18/2021:	48,940.42
			Report Total (20 checks):	48,940.42

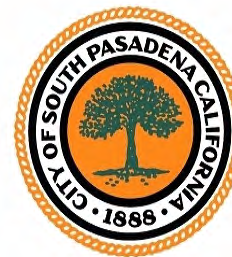
ATTACHMENT 3

General City Warrant List

Accounts Payable

Checks by Date - Detail by Check Date

User: calvarez
 Printed: 5/25/2021 5:05 PM



Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
ACH	AMPM5011 48190	AM/PM Door, Inc. Fire Dept. Garage Door Diagnosis	06/02/2021	279.29
Total for this ACH Check for Vendor AMPM5011:				279.29
ACH	ATGC8530	Acorn Technology Services	06/02/2021	
	2299	CO # 02-04		385.00
	2300	CO # 01-227		437.50
	2302	CO # 02-12		25.00
	2304	CO # 02-14		427.50
	2307	CO # 02-10		62.50
	2307	CO # 02-11		62.50
	2309	CO # 02-02		604.47
	2309	CO # 02-02		106.78
	2311	CO # 02-07		405.00
	2314	CO # 02-04		637.50
	2315	CO # 02-12		50.00
	2317	Remote and Onsite IT Hours		-442.50
	2317	IT Analyst Onsite Hours - Adjustment		-107.50
	2318	CO # 02-14		1,598.75
	94544	Remote IT Onsite IT Hours Adjustment		-476.25
	94544	Spam Filter CO # 02-12		3,000.00
	94544	March 2021 Labor Charges		16,712.50
	94544	Managed IT Monitoring		532.50
	94544	IT Service Server Monitoring		237.50
	94544	Remote IT Onsite IT Hours Adjustment		-362.50
	94635	Labor Charges April 1 - April 30, 2021		12,595.00
	94635	Managed IT Computer Monitoring Services		532.50
	94635	IT Server Monitoring		237.50
Total for this ACH Check for Vendor ATGC8530:				37,261.25
ACH	BLSP8010	Blackstone Publishing	06/02/2021	
	1220926	Books/CDs/ DVDs (AudioBooks)		2,173.99
	1221877	Books/CDs/ DVDs (AudioBooks)		69.89
	1222470	Books/CDs/ DVDs (AudioBooks)		34.94
Total for this ACH Check for Vendor BLSP8010:				2,278.82
ACH	CAEN9297	Carollo Engineers	06/02/2021	
	0197449	Preparation of City's Integrated Water & Wastewater Mgmt. Plan		9,294.55
	0197449	Preparation of City's Integrated Water & Wastewater Mgmt. Plan		8,587.40
Total for this ACH Check for Vendor CAEN9297:				17,881.95
ACH	CHWP2010	Colantuono, Highsmith & Whatley, PC	06/02/2021	
	0001	General Services		10,010.24
	0004	Labor & Employment		9,359.00
	0005	Redevelopment		73.50
	0006	Tax & Assesment		392.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	0007	Water & Utilities		1,543.50
	0009	Special Projects		13,967.50
	0010	Transportation (710 Issues)		5,341.00
	0012	Misc. Litigation		2,597.00
	0017	Case 2		11,908.76
	0019	Caltrans		2,254.00
Total for this ACH Check for Vendor CHWP2010:				57,446.50
ACH	DDL8010 2257	Dr. Detail Ph.D Fleet Cleaning & Sanitizing for Police Vehicles COVID-19	06/02/2021	800.00
Total for this ACH Check for Vendor DDL8010:				800.00
ACH	GAY8856 2706246	Gaylord Bros., Inc. Archival Polyester Envelopes with Edge Seal (10-Pack)	06/02/2021	209.21
Total for this ACH Check for Vendor GAY8856:				209.21
ACH	GLWG5270 114475	Glenn Wagner Refund due to Parent Request (Change in Summer Scheduling)	06/02/2021	640.00
Total for this ACH Check for Vendor GLWG5270:				640.00
ACH	HQAB8100 17117 17141 17385	Hi Quality Auto Body Inc. Repairs to Unit # 0521 Repairs to Unit # 1909 Repairs to Unit # 1501	06/02/2021	232.99 98.53 200.00
Total for this ACH Check for Vendor HQAB8100:				531.52
ACH	INCG6011 63095 63764 64473 65979 66903 67102 67103	Interwest Consulting Group 804 Valley View Road (August 2020) 804 Valley View Road (September 2020) 804 Valley View Road (October 2020) 815 Fremont Ave. 2041 Hanscome Dr. 725 Fair Oaks 815 Fremont Ave. 2041 Hanscome Dr. 725 Fair Oaks 1733 Hanscom Drive & Oak Hill Ave. (December 2020) 1733 Hanscom Drive & Oak Hill Ave. (January 2021)	06/02/2021	2,400.00 2,400.00 2,737.50 12,610.00 1,730.00 1,120.00 2,100.00
Total for this ACH Check for Vendor INCG6011:				25,097.50
ACH	JHMS8020 247231/1 247885/1 247890/1 248353/1 250875/1 252705/1 253294/1 253617/1	JHM Supply Irrigation Supplies & Irrigation Repairs for City Parks, Medians Irrigation Supplies & Irrigation Repairs for City Parks, Medians Irrigation Supplies & Irrigation Repairs for City Parks, Medians Irrigation Supplies & Irrigation Repairs for City Parks, Medians Irrigation Supplies & Irrigation Repairs for City Parks, Medians Irrigation Supplies & Irrigation Repairs for City Parks, Medians Irrigation Supplies & Irrigation Repairs for City Parks, Medians Irrigation Supplies & Irrigation Repairs for City Parks, Medians	06/02/2021	66.98 247.28 119.35 52.71 140.82 419.27 49.03 292.17
Total for this ACH Check for Vendor JHMS8020:				1,387.61
ACH	NEOF8011 10275872	Quadient Finance USA, Inc. Postage Account # 7900 0440 8068 2044	06/02/2021	500.00
Total for this ACH Check for Vendor NEOF8011:				500.00
ACH	NV5R9266 209000	NV5 Construction Mgmt & Inspections Svcs - Graves	06/02/2021	1,650.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
Total for this ACH Check for Vendor NV5R9266:				1,650.00
ACH	POSU8132	Prudential Overall Supply	06/02/2021	
	52472678	Public Works Scrapper Mats 05/04/2021		3.87
	52472678	Public Works Scrapper Mats 05/04/2021		3.87
	52472678	Public Works Scrapper Mats 05/04/2021		3.87
	52472678	Public Works Scrapper Mats 05/04/2021		3.87
	52472678	Public Works Scrapper Mats 05/04/2021		3.87
	52472679	Public Works Uniform Cleaning Services 05/04/2021		9.65
	52472679	Public Works Uniform Cleaning Services 05/04/2021		28.57
	52472679	Public Works Uniform Cleaning Services 05/04/2021		9.65
	52472679	Public Works Uniform Cleaning Services 05/04/2021		14.38
	52472679	Public Works Uniform Cleaning Services 05/04/2021		11.45
	52472680	Public Works Uniform Cleaning Services 05/04/2021		34.69
	52472680	Public Works Uniform Cleaning Services 05/04/2021		26.55
	52472681	Public Works Scrapper Mats 05/04/2021		6.23
	52472681	Public Works Scrapper Mats 05/04/2021		6.24
	52474693	Public Works Scrapper Mats 05/11/2021		3.87
	52474693	Public Works Scrapper Mats 05/11/2021		3.87
	52474693	Public Works Scrapper Mats 05/11/2021		3.87
	52474693	Public Works Scrapper Mats 05/11/2021		3.87
	52474693	Public Works Scrapper Mats 05/11/2021		3.87
	52474694	Public Works Uniform Cleaning Services 05/11/2021		14.38
	52474694	Public Works Uniform Cleaning Services 05/11/2021		11.45
	52474694	Public Works Uniform Cleaning Services 05/11/2021		28.57
	52474694	Public Works Uniform Cleaning Services 05/11/2021		9.65
	52474694	Public Works Uniform Cleaning Services 05/11/2021		9.65
	52474695	Public Works Uniform Cleaning Services 05/11/2021		34.69
	52474695	Public Works Uniform Cleaning Services 05/11/2021		26.55
	52474696	Public Works Scrapper Mats 05/11/2021		6.24
	52474696	Public Works Scrapper Mats 05/11/2021		6.23
Total for this ACH Check for Vendor POSU8132:				333.52
ACH	REP6115	Siemens Mobility, Inc.	06/02/2021	
	5620032462	Citywide Traffic Signal Maintenance & Repairs at Huntington Dr.		3,852.07
	5620033665	Citywide Traffic Signal Response Call Outs December 2020		2,596.17
Total for this ACH Check for Vendor REP6115:				6,448.24
ACH	SCWRKS	Secureworks, Inc.	06/02/2021	
	SWX1315144592	Emergency Incident Report		10,500.00
Total for this ACH Check for Vendor SCWRKS:				10,500.00
ACH	STA5219	Staples Business Advantage	06/02/2021	
	3474537075	Library Office Supplies		130.04
	3475032834	Library Office Supplies		14.98
	3475032835	Library Office Supplies		16.53
	3475161044	PD Office Supplies		84.08
	3475229044	PD Office Supplies		311.36
	3475602672	Library Office Supplies		85.19
	3475602674	Library Office Supplies		18.48
	3475602675	Library Office Supplies		49.25
	3475602678	PD Office Supplies		257.81
	3475674287	Library Office Supplies		14.76
	3475815551	PD Office Supplies		80.22
	3475815552	PD Office Supplies		496.11
	3476194609	Library Office Supplies		108.13

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
Total for this ACH Check for Vendor STA5219:				1,666.94
ACH	WES4152	West Coast Arborists, Inc.	06/02/2021	
	171260	Street Tree Maint. Contract Services (03/16-03/31/2021)		1,040.00
	171260	In-Lieu Tree Planting (03/16-03/31/2021)		3,355.00
	171260	Park Maint. Contract Services (03/16-03/31/2021)		3,000.00
Total for this ACH Check for Vendor WES4152:				7,395.00
ACH	ZUMAR103	Zumar Industries, Inc.	06/02/2021	
	92621	Street Signs		1,310.32
Total for this ACH Check for Vendor ZUMAR103:				1,310.32
312557	AMBB9289	American Business Bank	06/02/2021	
	27	Graves Reservoir Project Escrow Project Retention # 27		4,458.76
	28	Graves Reservoir Project Escrow Project Retention # 28		825.00
Total for Check Number 312557:				5,283.76
312558	EMPI5011	AramSCO, Inc. (Formerly Empire Cleaning & Maintenance)	06/02/2021	
	S4422037.003	Cleaning Supplies for Community Services		123.48
Total for Check Number 312558:				123.48
312559	SHBE8032	Shuny Bee	06/02/2021	
	6775	Class Instructor: Online JeetKuneDo		352.80
Total for Check Number 312559:				352.80
312560	BLWT4011	Black & White Emergency Vehicles, LLC	06/02/2021	
	3917	Unit # 1406 Secure Idle Repair		263.05
Total for Check Number 312560:				263.05
312561	BRMR8267	BRIT West Soccer	06/02/2021	
	6776	Class Instructor: Soccer Tiny Pros		802.75
	6778	Class Instructor: Soccer Tiny Pros		1,173.25
	6780	Class Instructor: Soccer Club Pros		864.50
	6783	Class Instructor: Soccer Club Pros		555.75
	6785	Class Instructor: Soccer Tiny Pros		1,358.50
	6786	Class Instructor: Soccer Tiny Pros		1,358.50
	6789	Class Instructor: Soccer Club Pros		1,482.00
	6791	Class Instructor: Soccer Club Pros		432.25
	6793	Class Instructor: Soccer Tiny Pros		617.50
	6795	Class Instructor: Soccer Tiny Pros		679.25
	6797	Class Instructor: Soccer Club Pros		988.00
	6799	Class Instructor: Soccer Club Pros		555.75
	7269	Class Instructor: Soccer Tiny Pros		308.75
Total for Check Number 312561:				11,176.75
312562	BUR0480	Arthur Burgos	06/02/2021	
	04/12-04/15/21	Reimb. Officer Burgos from Radar Lidar Course		295.12
Total for Check Number 312562:				295.12
312563	DACA4011	David Calderon	06/02/2021	
	03.30.2021	Re-issue Reimb. Expense on 03/30/2021 for Offcr. Calderon		26.32
Total for Check Number 312563:				26.32

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
312564	CORE6011 82078162	CoreLogic Information Solutions, Inc. LACO Property Information Database for April 2021	06/02/2021	300.00
Total for Check Number 312564:				300.00
312565	DSP0755 9007	D & S Printing Library PVC Signs	06/02/2021	165.38
Total for Check Number 312565:				165.38
312566	DVVLZ 422079	David Volz Landscape Architects, Inc. Pocket Park Conceptual Design	06/02/2021	13,071.00
Total for Check Number 312566:				13,071.00
312567	DVSJDN B-156205	Jaydene Davis Refund Permit to Reflect Senior Citizen Price	06/02/2021	26.07
Total for Check Number 312567:				26.07
312568	DDL6115 7344	DDL Traffic Inc. 20 Replacement Batteries for Citywide Traffic Signals	06/02/2021	3,505.75
Total for Check Number 312568:				3,505.75
312569	DPSI7101 420663	Desktop Publishing Supplies Inc. Postcard Paper for Public Notices	06/02/2021	281.25
Total for Check Number 312569:				281.25
312570	EMPC9000 12103	Empire Pipe Cleaning & Equipment Inc. 2020 Sewer CCTV Inspection & Cleaning Project	06/02/2021	91,400.00
Total for Check Number 312570:				91,400.00
312571	FRGS6011 540 541 544 545 547	Fair Oaks Gas & Smog Smog Inspection - Unit # 8 Smog Inspection - Unit # 3 Smog Inspection - Unit # 11 Smog Inspection - Unit # 19 Smog Inspection - Unit # 6	06/02/2021	50.00 50.00 50.00 50.00 70.00
Total for Check Number 312571:				270.00
312572	FGEN8020 9815328 9815651	Ferguson Enterprises LLC # 1350 City Plumbing Supplies City Plumbing Supplies	06/02/2021	97.68 218.30
Total for Check Number 312572:				315.98
312573	FHCM5011 INV5295	Foothill Communications Quarterly Service of Communication Equipment	06/02/2021	3,000.00
Total for Check Number 312573:				3,000.00
312574	GAL7788 6744 6752	Donna Gale Class Instructor: Online Tot Ballet & Tap Class Instructor: Online Youth Ballet & Tap	06/02/2021	680.00 408.00
Total for Check Number 312574:				1,088.00
312575	GALL5011 017665712	Galls, LLC LAPD Black Series Male Concealable Body Armor	06/02/2021	784.66

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	017962020	Credit Memo for NOMEX Wildfire Tactical F		-303.42
	018241754	NOMEX Wildfire Tactical F		569.60
			Total for Check Number 312575:	1,050.84
312576	GAR5011	Garvey Equipment Co	06/02/2021	
	136382	Tools & Supplies for Parks Division		301.63
	137096	Tools & Supplies for Parks Division		237.96
	137303	Tools & Supplies for Parks Division		312.26
			Total for Check Number 312576:	851.85
312577	GRED4011	Ederson Gramajo	06/02/2021	
	02.22-02.26.21	Reimb. Training Expense on 02/22-02/26/2021 for Officer Gramajo		817.88
			Total for Check Number 312577:	817.88
312578	GRNLFPT	Patricia G Greenlief	06/02/2021	
	244125301	Citation Dismissed: Citation # 244125301		100.00
			Total for Check Number 312578:	100.00
312579	HRCS2011	Housing Rights Center	06/02/2021	
	7	Housing Rights Center Dues January 2021		1,056.39
	8	Housing Rights Center Dues February 2021		1,017.15
	9	Housing Rights Center Dues March 2021		1,060.71
			Total for Check Number 312579:	3,134.25
312580	IICC8025	Irwindale Industrial Clinic	06/02/2021	
	279976-1027401	DOT Physical for Transit Staff		110.00
			Total for Check Number 312580:	110.00
312581	JCRS5011	Jones Coffee Roasters	06/02/2021	
	49399	Fire Department Supplies - Coffee		139.05
			Total for Check Number 312581:	139.05
312582	LIFE822	Life-Assist Inc.	06/02/2021	
	1096239	Medical Supplies Nitrile Gloves (Medium)		1,323.00
			Total for Check Number 312582:	1,323.00
312583	LKUP5011	Lock-Up Inc.	06/02/2021	
	21395826	Lock for Dropbox at City Hall		85.00
			Total for Check Number 312583:	85.00
312584	LBBM4010	Long Beach BMW Motorcycles	06/02/2021	
	40255	Run in Service for 2020 BMW R 1250 RTP		359.18
			Total for Check Number 312584:	359.18
312585	MCMESV	Municipal Emergency Services	06/02/2021	
	IN1574988	Purchase of Firefighting Structural Boots		869.10
			Total for Check Number 312585:	869.10
312586	PRKA8267	Parker-Anderson	06/02/2021	
	6924	Class Instructor: Art Adventures		60.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 312586:	60.00
312587	PHOE4610	Phoenix Group Information Systems	06/02/2021	
	012022184	Monthly Citation Processing January 2021		3,915.28
	092020184	Monthly Citation Processing September 2020		4,749.91
	102020184	Monthly Citation Processing October 2020		6,007.52
	112020184	Monthly Citation Processing November 2020		4,225.86
	122020184	Monthly Citation Processing December 2020		3,875.84
			Total for Check Number 312587:	22,774.41
312588	REGI1022	Registrar-Recorder/County Clerk	06/02/2021	
	21-2085	2020 General Election South Pasadena		3,572.59
	21-2085	2020 General Election South Pasadena		2,610.00
	21-2085	2020 General Election South Pasadena		11,325.83
	21-2085	2020 General Election South Pasadena		55,000.00
	21-2085	2020 General Election South Pasadena		500.00
			Total for Check Number 312588:	73,008.42
312589	RIN7777	Rincon Consultants, Inc.	06/02/2021	
	21260	95 Short Way (April 30th 2020)		2,818.75
	21261	1319 Stratford Ave. (04/30/2020)		2,378.75
	23888	710 Fair Oaks Ave. (July 31, 2020)		1,433.75
	24595	710 Fair Oaks Ave. (August 2020)		548.75
	26718	2010 Oxley (November 30, 2020)		3,153.75
	26893	657 Forest Ave. (November 30, 2020)		4,022.50
	27330	657 Forest Ave. (December 2020)		717.50
	27483	2010 Oxley (December 2020)		685.00
	28303	710 Fair Oaks Ave. (January 2021)		1,277.50
	28886	1020 Milan Ave. (February 2021)		1,328.75
	29091	822 Orange Grove (01/01-02/28/2021)		1,082.50
	29670	710 Fair Oaks Ave. (March 2021)		771.25
	29677	1507 Garfield Ave. (March 31, 2021)		1,435.00
	29678	2016 Hanscom Drive (March 31, 2021)		1,611.25
	30294	710 Fair Oaks Ave. (April 2021)		427.50
	30298	1507 Garfield Ave. (April 2021)		1,156.25
	30299	2016 Hanscom Drive (April 2021)		2,767.50
			Total for Check Number 312589:	27,616.25
312590	RHCC7101	Rio Hondo College	06/02/2021	
	F20-150-ZSPS	Physical Agility Test Officer Sotelo		13.62
	S21-119-ZSPS	Course for Crpl. Dubois & Offer. Manukian		100.00
			Total for Check Number 312590:	113.62
312591	RCML	Rock Miller, P.E	06/02/2021	
	1	Professional Traffic Consultant		1,600.00
			Total for Check Number 312591:	1,600.00
312592	RMSF8025	Routematch	06/02/2021	
	5021	IVR Calls & Tech Support for Transit Division		2,800.00
			Total for Check Number 312592:	2,800.00
312593	SCAT6710	Scott's Automotive	06/02/2021	
	15546	Police Department Vehicle Maint. & Repairs Unit # 0213		53.45
	15596	Police Department Vehicle Maint. & Repairs Unit # 198		258.78
	15890	Vehicle Maint. Water Division Unit # 16		85.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	15997	Police Department Vehicle Maint. & Repairs Un		181.71
	16011	Vehicle Maint. Water Division Unit # 12		147.14
	16027	Vehicle Maint. Water Division Unit # 24		295.55
	16034	Vehicle Maint. Water Division Unit # 19		100.00
			Total for Check Number 312593:	1,121.63
312594	SHWM5270 765	William Sherman Citation Refund - Citation # 765	06/02/2021	515.00
			Total for Check Number 312594:	515.00
312595	STE4845 2741-17-001 2741-17-002	Stetson Engineers Inc 2020 Urban Water Management Plan Update 2020 Urban Water Management Plan Update	06/02/2021	165.00 3,702.00
			Total for Check Number 312595:	3,867.00
312596	SUBY4230 2045 - BRYAN 2045 - BRYAN	Bryan Su UUT Reimb. Resident UUT Exemption UUT Reimb. Resident UUT Exemption	06/02/2021	2.76 4.85
			Total for Check Number 312596:	7.61
312597	LEBE8032 6826 6829 6832	The Skateside, LLC Class Instructor: The Skateside Intermediate May 2021 Class Instructor: The Skateside Begginer May 2021 Class Instructor: The Skateside After School May 2021	06/02/2021	522.90 2,440.20 2,513.70
			Total for Check Number 312597:	5,476.80
312598	TIM4011 0357905050521	Time Warner Cable Account # 8448 30 008 0357905 (05/05-06/04/2021)	06/02/2021	130.55
			Total for Check Number 312598:	130.55
312599	TOO7777 1916388784 1916388784 1916388784 1916388784	Tool of North America Refund for Film Permit (Duplicate Payment) FILM 101 Refund for Film Permit (Duplicate Payment) FILM 101 Refund for Film Permit (Duplicate Payment) FILM 101 Refund for Film Permit (Duplicate Payment) FILM 101	06/02/2021	205.00 1,170.00 1,170.00 546.00
			Total for Check Number 312599:	3,091.00
312600	TSA8011 9416 9514	Tsai Fong Books Inc Books/CDs/DVDs Books/CDs/DVDs	06/02/2021	174.48 42.21
			Total for Check Number 312600:	216.69
312601	UCL6115 2897	UC Regents Continuing Education & Improvement Fire Dept	06/02/2021	2,150.50
			Total for Check Number 312601:	2,150.50
312602	UND6710 420210710 dsb20202316	Underground Service Alert Underground Service Alert (DigAlert) Service forWater Divison Underground Service Alert (DigAlert) Regulatory Fee 05/01/2021	06/02/2021	142.00 65.04
			Total for Check Number 312602:	207.04
312603	POR4707	United Site Services, Inc.	06/02/2021	

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	114-11766657	Skate Park Portable Restrooms		339.72
			Total for Check Number 312603:	339.72
312604	UPP7789 2/04-21	Upper S.G.Valley Municipal Water District MWD Connection Fee	06/02/2021	89.17
			Total for Check Number 312604:	89.17
312605	GRA1244 SPAS0421	Woods Maintenance Services, Inc. City Wide Graffiti Removal Services April 2021	06/02/2021	1,539.00
			Total for Check Number 312605:	1,539.00
312606	YTI1023 28081 28272 28308 29035 29054	Y Tire Complete Auto Repair Tires for Facilities Unit # 612 Tires for Facilities Unit # 612 Tires for Street Division Vehicle Unit # 326 Tires for Street Division Unit # 209 Tires for Parks Division Vehicle Unit # 636	06/02/2021	355.42 31.03 366.78 2,235.47 978.53
			Total for Check Number 312606:	3,967.23
			Total for 6/2/2021:	464,094.17
			Report Total (69 checks):	464,094.17

ATTACHMENT 4
Supplemental ACH
Payments



ACH Payment Log			
Date	Vendor	Amount	Description
5/17/2021	SoCalGas	\$1,497.20	Online Payment for City's SoCalGas Accounts.
5/18/2021	Synchrony Bank / Amazon	\$1,509.59	Online Payment for City's Amazon Expenses: 03/18/2021-04/02/2021.
5/20/2021	UMPQUA Bank	\$6,178.13	Online Payment for City's April 2021 Credit Card Charges.
5/20/2021	Southern California Edison	\$8,261.69	Online Payment for City's So Cal Edison Accounts.
Total:		\$17,446.61	

April 2021 Credit Card Summary

Date	Vendor Name	Description	Amount
3/31/2021	Shop Pop Displays, Inc.	Library: Children's Reference Desk Sneeze Guard	\$348.95
3/31/2021	California Library Association	Librarian Olivia Radbill Conference Registration	\$150.00
4/2/2021	TruSense an ACCO Company	Air Filter Replacement	\$254.02
4/3/2021	Canva	Senior Center Online Subscription	\$119.99
4/5/2021	Chevron Dana Point	Fire Chief Vehicle Oil Change	\$100.30
4/5/2021	Chevron Dana Point	Fire Chief Vehicle Oil Change	\$10.00
4/5/2021	NEOGOV	Police Chief Job Posting	\$130.00
4/8/2021	Zoom	Zoom Annual Renewal P&B Dept.	\$446.11
4/8/2021	Dr. Brite Natural	70% Alcohol Wipes for Electronics	\$202.55
4/8/2021	Store Joy Using Lancashire	Digital Overhead Projector for Library	\$127.50
4/11/2021	Drobox	City Dropbox Annual Renewal	\$1,200.00
4/12/2021	The UPS Store	UPS/Badge for Arson Canine	\$35.91
4/13/2021	Renees Garden	Seeds for Library's Earth Day	\$10.00
4/15/2021	Grocery Outlet	Cookies for Mother's Day Senior Event	\$34.95
4/15/2021	GOTPRINT.COM	Printing of Earth Day Books	\$44.36
4/16/2021	Crowdcast	Virtual Event Streaming Services	\$49.00
4/19/2021	Westlake ACE	Clay Pots for Mother's Day Senior Drive Thru Event	\$120.17
4/21/2021	Zoom	Zoom Monthly Closed Captioning Fee	\$16.11
4/21/2021	WWW.RIPLEFFEC.COM	Research Institute Training for Cathy Billings	\$25.00
4/22/2021	California Library Association	Librarian Judy Neeb Conference Registration	\$150.00
4/23/2021	Pitney Bowes	Postage Machine Sealer Fluid	\$206.28
4/26/2021	United Valet Parking	Parking Fee / Medical Exam	\$4.00
4/26/2021	IIMC	IIMC Membership Linda Thai	\$115.00
4/26/2021	CSMFO	Job Posting Finance Director	\$400.00
4/26/2021	GFOA	Job Posting Finance Director	\$150.00
4/27/2021	FedEx	Shipping of Materials for Grant Funded Digitization Project	\$127.62
4/28/2021	Western City Magazine	Job Posting Finance Director	\$300.00
4/29/2021	Community Transportation	FIT for Success - Staff Training	\$600.00
03/30/2021-04/29/2021	Chevron South Pasadena	Fuel for Motor Officers	\$326.55
04/29/201	SIMPLYTOIMPRESS	Masks for Library Staff	\$373.76

Total:

\$6,178.13

ATTACHMENT 5

Prepaid & Warrant Voids

Accounts Payable

Void Check Proof List

User: EAlvarez
 Printed: 05/23/2021 - 11:45AM



Account Number	Amount	Invoice No	Inv Date	Description	Reference	Task Label	Type	PONumber	Close PO?	Line Item
Vendor: DACA4011				David Calderon						
Check No: 312392		Check Date: 05/05/2021								
	26.32	03.30.2021	04/27/2021	Reimb. Training Expense for Officer Calderon (03.30.2021)					No	0
101-4010-4011-8210-000										
Check Total:	26.32									
Vendor Total:	26.32									
Report Total:	26.32									

ATTACHMENT 6

Payroll Summary

Liability	Taxes Debited			
	Federal Income Tax		71,837.43	
	Earned Income Credit Advances		.00	
	Social Security - EE		1,392.39	
	Social Security - ER		1,392.37	
	Social Security Adj - EE		.00	
	Medicare - EE		9,013.63	
	Medicare - ER		9,013.66	
	Medicare Adj - EE		.00	
	Medicare Surtax - EE		.00	
	Medicare Surtax Adj - EE		.00	
	Federal Unemployment Tax		.00	
	FMLA-PSL Payments Credit		.00	
	FMLA-PSL ER FICA Credit		.00	
	FMLA-PSL Health Care Premium Credit		.00	
	Employee Retention Qualified Payments Credit		.00	
	Employee Retention Qualified Health Care Credit		.00	
	COBRA Premium Assistance Payments		.00	
	State Income Tax		29,301.71	
	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 XXXXXXXXXX	121,951.19
Other Transfers	ADP Direct Deposit	Acct. No. XXXXX3688	Tran/ABA XXXXXXXXXX	437,784.68
	ADP Check	Acct. No. XXXXX3688	Tran/ABA XXXXXXXXXX	966.78
	Wage Garnishments	Acct. No. XXXXX3688	Tran/ABA XXXXXXXXXX	3,380.25
	Total Amount Debited From Your Accounts			564,082.90
Bank Debits and Other Liability	Adjustments/Prepay/Voids			.00
Taxes - Your Responsibility	None This Payroll			

Total Liability	564,082.90
	564,082.90
	564,082.90

Net Pay	Checks	966.78	
	Direct Deposits	437,784.68	
	Subtotal Net Pay		438,751.46
	Adjustments	.00	
	Total Net Pay Liability (Net Cash)		438,751.46

Federal	Agency	Rate	You are responsible for Depositing these amounts		Amount debited from your account	
			EE withheld	ER contrib.	EE withheld	ER contrib.
	Federal Income Tax				71,837.43	
	Earned Income Credit Advances					
	Social Security				1,392.39	1,392.37
	Medicare				9,013.63	9,013.66
	Medicare Surtax					
	Federal Unemployment Tax					
	Subtotal Federal				82,243.45	10,406.03
	FMLA-PSL Payments Credit					
	FMLA-PSL ER FICA Credit					
	FMLA-PSL Health Care Premium Credit					
	Employee Retention Qualified Payments Cre					
	Employee Retention Qualified Health Care					
	Cobra Premium Assistance Payments					
	Total Federal				82,243.45	10,406.03
State	CA State Income Tax				29,301.71	
	CA State Unemployment Insurance-ER					
	CA State Disability Insurance-EE					
	Subtotal CA				29,301.71	29,301.71
	Total Taxes		.00	.00	111,545.16	10,406.03

Amount ADP Debited From Account XXXXX3688 Tran/ABA XXXXXXXXXX 121,951.19

Excludes Taxes That Are Your Responsibility

Other	ADP Direct Deposit	437,784.68
Transfers	ADP Check	966.78
	Wage Garnishments	3,380.25
	Amount ADP Debited From Account XXXXX3688 Tran/ABA XXXXXXXXXX	442,131.71

234 Employee Transactions

Total Amount ADP Debited From Your Accounts 564,082.90



Wednesday, March 3, 2021
Minutes of the Regular Meeting of the City Council

CALL TO ORDER

A Regular Meeting of the South Pasadena City Council was called to order by Mayor Mahmud on Wednesday, March 3, 2021, at 7:45 p.m., in the Council Chamber, located at 1424 Mission Street, South Pasadena, California.

ROLL CALL

Present via Zoom: Councilmembers Donovan, Primuth and Zneimer; Mayor Pro Tem Cacciotti; and Mayor Mahmud.

Absent: None

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

PLEDGE OF ALLEGIANCE

Mayor Mahmud led the flag salute.

1. Closed Session Announcements

City Attorney Terri Highsmith reported the Council met in Closed Session to review all existing litigation. She advised direction was provided to the City Attorney but no action was taken.

2. Public Comments - General

Chief City Clerk Ayala reported four (4) written public comments were received and added to the public record.

Public Comments:

- Taylor Van Etten
- Rachel Torres
- Ella Hushagen
- Anne Bagasao, Ella Hushagen, John Srebalus, Helen Tran

Chief City Clerk Ayala played two (2) public comments received via the recorded public comment line.

Public Comments:

- Taylor Van Etten – Provided comments regarding concerns regarding dangerous traffic near the intersection of Monterey Road and Fremont Avenue and reported three recent accidents in the area. She encouraged City Council to actively patrol speeding in the area.
- Travis Dunville – Provided comments regarding Project No. 2238-COA and requested Mayor Pro Tem Cacciotti and Mayor Mahmud to call for a review of the project

Mayor Pro Tem Cacciotti requested a review of the project which is located at 1030 Brent Avenue near Oxley Street.

City Attorney Highsmith reported specific direction was given to the Cultural Heritage Commission (CHC) as remanded by the City Council which they completed.

Planning Manager Kanika Kith reported the CHC decision was provided on February 18, 2021, so the 15-day review period would end on March 5, 2021.

City Attorney Highsmith reported City Council's concern was that there was illegal construction and the direction was to remove the illegal construction then allow the CHC to review the COA for the same design with additional conditions.

Mayor Mahmud encouraged City Council to review the staff report in the most recent CHC agenda packet to review the details. She requested the City Manager to provide a discussion summary at CHC so they better understand the issue.

Mayor Mahmud requested that Mr. Dunville's public comments be forwarded to any Council Member who requests them.

Council Member Donovan seconded Mayor Pro Tem Cacciotti's project review request.

Mayor Pro Tem Cacciotti suggested Acting Police Chief Brian Solinsky provide a presentation to City Council regarding traffic concerns in the City. Mayor Mahmud requested Interim City Manager Joyce to have Acting Police Chief Solinsky present regarding the recent traffic events at Monterey Road and Fremont Avenue. She noted speeding has been an issue in South Pasadena for years.

PRESENTATION

Due to a technical issue, Chief City Clerk Ayala requested Item No. 04 be heard before Item No. 03.

4. 2020 Commission Annual Reports & 2021 Commission Work Plans

Fred Findley presented the Finance Commission Annual Report which included 2020 accomplishments and 2021 Work Plan Goals. In response to Mayor Mahmud's enquiry, Commissioner Findley reported members of the Commission also include Vice Chair Zhen Tao and Commissioners Edwin Choi, Ed Elsner, and Ellen Wood.

Mayor Pro Tem Cacciotti thanked the Finance Commission for their service.

In response to Mayor Mahmud's inquiry, Mr. Findley advised the Finance Commission will evaluate setting up an Irrevocable Trust this year.

Chief City Clerk Ayala played a pre-recorded presentation from Library Board of Trustees President Bianca Richards who provided a brief report of Library activities during the pandemic along with 2020 accomplishments and 2021 Work Plan Goals. Chair Richards reported the Library Board of Trustees also include Vice President David Uwins, Secretary Annie Chang, Trustees Joseph Molina, and Dean Serwin.

Chair Richards Mayor Mahmud thanked the Library Board of Trustees for their service.

Chief City Clerk Ayala played a pre-recorded presentation from Kristine Kwong who provided the Parks and Recreation Commission Annual Report which included 2020 accomplishments and 2021 Work Plan Goals.

Mayor Pro Tem Cacciotti thanked Community Services Director Sheila Pautsch and staff for their hard work on the Municipal Leases and Management Agreements at the Golf Center, Tennis Courts and Racquet Center, and the San Pascual Stables.

In response to Mayor Mahmud's inquiry, Community Services Director Pautsch reported members of the Parks and Recreation Commission also include Chair Kristine Kwong, Commissioners Karen Tamis, Alberto Ocon, Victoria Rocha, and Dollie Chapman.

Public Safety Commission Chair Amin Al-Sarraf presented the Public Safety Commission Annual Report which included 2020 accomplishments and 2021 Work Plan Goals. He reported the Public Safety Commission also includes Vice Chair Stephanie Cao, Commissioners Jeremy Ding, Grace Kung, Ed Donnelly, Lisa Watson, and Lindsey Angelats.

Mayor Pro Tem Cacciotti requested the Public Safety Commission along with the Mobility and Transportation Infrastructure Commission (MTIC) come back with recommendations on how the unarmed traffic enforcement may help mitigate the speeding problems as referenced in the public comments. He also recommended the Public Safety Commission develop a small card that can be handed out to the unhoused that lists all the public services available to them.

Mayor Mahmud believes traffic safety is completely under the jurisdiction of the MTIC. Mayor Pro Tem Cacciotti believes this should be discussed by both the Public Safety Commission and MTIC.

Mayor Mahmud reported she requested a presentation on the homeless services the City is providing which she hopes will be presented in April.

Management Analyst Angela Loera presented the Senior Citizen Commission Annual Report on behalf of Chair Cindi Knight. She reported the Senior Citizen Commission also includes Commissioners Shireen Chang, Rachel Fox, Ellen Daigle, and Barbara Klein. Management Analyst provided a brief overview of the report included 2020 accomplishments and 2021 Work Plan Goals.

Chief City Clerk Ayala played a pre-recorded presentation from Youth Commission Chair Julianna Fong who provided the Youth Commission Annual Report which included 2020 accomplishments and 2021 Work Plan Goals.

MOTION BY COUNCILMEMBER PRIMUTH, SECONDED BY COUNCILMEMBER ZNEIMER, CARRIED 5-0, to receive and file the 2020 Commission Annual Reports and the 2021 Commission Work Plans for the following bodies:

1. Finance Commission Annual Report
2. Library Board of Trustees Annual Report
3. Parks and Recreation Commission Annual Report
4. Public Safety Commission Annual Report
5. Senior Citizen Commission Annual Report
6. Youth Commission Annual Report

3. Arbor Day Proclamation

Chief City Clerk Ayala read the proclamation for the record.

Mayor Mahmud reported the City was downgraded by the Arbor Day Foundation due to the aging condition of the City's trees. She expressed support for replacing trees that were removed due to disease or damage. She advised the City provides a Tree Dedication Service for \$350 and encouraged residents to support the City's tree replacement efforts by supporting this service.

COMMUNICATIONS

5. Councilmembers Communications

Councilmember Primuth reported he looks forward to his meeting with the Southern California Association of Government's (SCAG) Policy Committee on March 4th. He thanked the City's Commissioners for their hard work during the pandemic. He noted he may take part in the Tree Dedication Service to replace a tree at his home.

Councilmember Zneimer reported attendance at LAC+USC Medical Center Foundation along with Youth Commission Chair Julianna Fong to discuss a Tobacco Control and Prevention Program.

Councilmember Donovan reported noted trash disposal at South Pasadena's parks has increased due to increased usage. He reported the additional trash pickup began two weeks ago. He advised the City is looking to continue this service until services return to normal. He encouraged residents to continue to wear their masks and noted there will be signage at all the parks requiring mask usage at the City's parks. He reported he received the second Pfizer vaccination and reported no adverse effects. He encouraged residents to continue trying to obtain an appointment at vaccinatelacounty.com.

Mayor Pro Tem Cacciotti reported attendance at the Natural Resources and Environmental Commission (NREC) on February 23rd, the Santa Monica Mountains Conservancy on February 22nd, and the free food giveaway at Holy Family's Giving Bank on February 18th. He presented photos from the free food giveaway and thanked everyone who participated in the event. He presented photos of overgrown lawns and encouraged Public Works and Planning and Building

to encourage residents to clean up their property. He presented photographs from Altadena libraries which highlighted electric lawn care equipment. He received a bag of groceries which he will donate to a local food bank that was provided on behalf of a grocers group supporting the Hero Pay Ordinance.

Mayor Mahmud announced she received an email from a resident who reported someone dumping dog feces on his property and thought it may be in response to a political sign in his yard. She reported she has seen several residents who do not pick up after their dog. She reported there is a health aspect that may impact the City's storm drains and noted that it is simply rude.

Mayor Mahmud reported attendance at a Special Meeting of the Planning Commission on February 23rd to discuss the Accessory Dwelling Unit Ordinance which will be presented to the City Council at the March 17th meeting. She believes residents will be pleased with the recommendation from the Planning Commission.

Mayor Mahmud motioned to use \$200 of discretionary funds for the purchase of a podium for the Senior Citizen Center and a plaque honoring long-term Senior Citizen Center Director Liliana Torres. Councilmember Primuth provided a second.

6. City Manager Communications

Interim City Manager Sean Joyce reported the South Pasadena Public Library is celebrating National Poetry Month and invites residents of all ages to contribute to a crowdsourced poem to be written by City of South Pasadena Poet Laureate Ron Koertge. He reported additional information can be found at www.southpasadenaca.gov/poetry.

7. Reordering of and Additions to the Agenda

None

CONSENT CALENDAR

Mayor Pro Tem Cacciotti requested Item Nos. 08 and 12 be pulled for discussion.

Chief City Clerk Ayala reported there was one (1) public comment received for Item No. 08.

9. Minutes of the Regular City Council Meeting on December 2, 2020

City Council approved the minutes of the December 2, 2020, City Council meeting.

10. Minutes of the Regular City Council Meeting on December 16, 2020

City Council approved the minutes of the December 16, 2020, City Council meeting.

11. Approval of Updated Mayor's List of City Council Liaison and Regional Group Appointments

City Council approved the Mayor's updated list of City Council Liaison and Regional Group Appointments to various commissions, boards, and committees.

13. Approve Resolution to Adopt a Policy for Use of Electronic Signatures

City Council approved a Resolution adopting a policy authorizing the use and acceptance of electronic signatures on City documents.

14. Adoption of a Resolution Authorizing Renewal of a 5-Year General Services Agreement with the County of Los Angeles

City Council approved the attached Resolution authorizing the renewal of a five-year General Services Agreement with the County of Los Angeles to provide the authority for the County to provide services as requested by the City.

MOTION BY MAYOR PRO TEM CACCIOTTI, SECONDED BY COUNCILMEMBER ZNEIMER, CARRIED, 5-0, to approve Consent Calendar Item Nos. 09, 10, 11, 13, and 14.

ITEMS PULLED FROM CONSENT

8. Approval of Prepaid Warrants in the amount of \$252,953.23; General City Warrants in the amount of \$304,151.07; Payroll in the amount of \$558,663.73; Transfers in the amount of \$592,000.00; Supplemental ACH Payments in the Amount of \$26,142.66

Mayor Pro Tem Cacciotti commented on the Home Depot purchases and encouraged staff to shop at Ace Hardware in order to keep the Sales Tax Revenue in the City.

Chief City Clerk Ayala played one (1) public comment received via the recorded public comment line.

Public Comments:

- Alan Ehrlich – Provided comments expressing concern regarding emergency repair for Prius Unit 101 (Catalytic Converter) for \$2,650.89 and advised there has been an increase in catalytic converters across Los Angeles County. He encouraged the City to properly secure vehicles when not in use. He expressed concern regarding the Home Depot purchases and noted there were duplicate entries for \$1840.12 and asked staff to review to ensure an error had not occurred. He also encouraged staff to shop at Ace Hardware to keep the Sales Tax Revenue in the City. Lastly, referenced the payment to Colantuono, Highsmith, & Whatley PC and expressed concern regarding the quality of the work and the billing statements.

Interim City Manager Joyce acknowledged Mayor Pro Tem Cacciotti's comments regarding the Home Depot purchases and will remind staff to support Ace Hardware whenever possible. He reported Interim Finance Director Elaine Aguilar did investigate the perceived duplicate entry for \$1840.12 and confirmed they were two separate line items. He acknowledged the concern regarding the catalytic converter theft and advised the South Pasadena Police Department is giving special attention to these crimes in the City.

Mayor Mahmud commented that some purchases are split over multiple accounts and can look like a duplicate entry. She reported she received confirmation from Interim Finance Director Elaine Aguilar that the City vehicles were secured in the Maintenance Yard. She advised

security cameras will be installed at the Maintenance Yard to prevent additional theft. She was pleased to hear SPPD arrested four individuals in conjunction with catalytic converter theft but noted they are not the only thieves. She encouraged residents to park in an area with greater security whenever possible and to explore third-party devices that will help prevent the theft of catalytic converters.

In response to Councilmember Primuth's inquiry, City Attorney Highsmith advised Councilmembers can vote on warrants which are a reimbursement for their candidate statements for the November 2020 election or can abstain from that item only.

MOTION BY MAYOR PRO TEM CACCIOTTI, SECONDED BY COUNCILMEMBER ZNEIMER, CARRIED, 2-0-3 with Primuth, Donovan, and Zneimer abstaining from warrants issuing each a reimbursement for their candidate statements for November 2020 election, to approve the warrants.

12. Adoption of a Resolution Making Appointments to the Metro Gold Line Foothill Extension Construction Authority Board of Directors

Mayor Pro Tem Cacciotti motioned to approve the item. He reported it was unanimously approved at the Joint Powers Authority (JPA) a few weeks ago. He introduced City of Glendora Councilmember Mendell Thompson as the new voting Board Member.

Councilmember Thompson introduced himself and looks forward to representing the City at the Board of Directors.

MOTION BY MAYOR PRO TEM CACCIOTTI, SECONDED BY COUNCILMEMBER PRIMUTH, CARRIED, 5-0, to adopt a resolution appointing the following to the Los Angeles County Metropolitan Transportation Authority (Metro) Gold Line Foothill Extension Construction Authority (Construction Authority) Board of Directors as follows:

1. City of Glendora Councilmember Mendell Thompson - Voting Board Member for a term of two years ending March 3, 2023; and
2. City of Ontario Mayor Paul Leon - Alternate for Voting Board Member for a term of two years ending March 3, 2023; and
3. Daniel Evans for reappointment as a Non-Voting Board Member for a term of four years ending March 3, 2025

PUBLIC HEARING

15. Project No. 2171-CUP/DRX/TTM/TRP – Seven Patios Mixed-Use Residential and Commercial Project at 845/899 El Centro Street (Continued from February 3, 2021)

Mayor Mahmud reported the item was continued from February 3, 2021, and any public comment received by 4:00 p.m. today will be posted under [Additional Documents](#).

Planning Manager Kith reported there are three (3) new conditions intended to address traffic and soil contamination concerns. She reported Conditions PL-29 and PL-26 were added to address potential soil contamination concerns on the project site. She reported a Phase 1 Site Environmental Assessment was completed by a professional environmental consulting firm and did not indicate any likelihood of contamination and therefore a Phase 2 Soil Testing was not

required. She advised the Applicant recommends a Soils Management Plan (SMP) to establish the framework under which impacted soils at the site discovered during excavation will be investigated and managed. She reported Condition PW-28 was included to address traffic concerns and will limit ingress and egress to right turn movements only. Lastly, she advised staff recommends revising Condition PL-44, PW-18, and PW-27 as listed in [Additional Documents](#).

Planning Manager Kith played the pre-recorded presentation made at the February 3, 2021, City Council meeting for the public record. She introduced Richard Galvin a California Environmental Quality Act (CEQA) Consultant from GPA Consulting.

In response to Councilmember Zneimer's inquiry, Planning Manager Kith advised there are standard procedures and protocols to follow when conducting soil testing. She reported Converse Consulting completed the Phase 1 assessment and did not find Phase 2 is needed. Mr. Galvin confirmed Planning Manager Kith's response was correct.

In response to Mayor Pro Tem Cacciotti's inquiry, Planning Manager Kith confirmed soil borings were taken at four locations but were for geotechnical purposes. She deferred Mayor Pro Tem Cacciotti's inquiry to the Applicant.

In response to Mayor Pro Tem Cacciotti's inquiry, Planning Manager Kith clarified the City would pay for an additional Traffic Study if adjustments are needed after one year because the current Traffic Study indicates the project would not result in impact.

In response to Mayor Pro Tem Cacciotti's inquiry, Planning Manager Kith advised there is a Condition that requires a covenant be recorded on the property that would require approval from the City should they choose to charge for public parking spaces. She advised public parking signage design needs to be approved by the Planning Department and Public Works. She also noted the Applicant will need to identify parking in the Construction Plan and the signage location will need to be reviewed and approved before issuing Building Permits.

In response to Mayor Pro Tem Cacciotti's previous inquiry, Planning and Building Director Joanna Hankamer clarified the Condition requires City approval so ultimately if there is a disparity it is the City's approval so negotiations would continue until it meets City approval. City Attorney Highsmith advised the City can require a covenant with a form of agreement in advance to be recorded against the property.

In response to Mayor Pro Tem Cacciotti's inquiry, Planning Manager Kith advised the residential parking will be Electric Vehicle (EV) ready so there will not be an EV parking station. She advised a condition can be added that requires the infrastructure to accommodate a Level 2 240-Volt charger.

Mayor Mahmud recalls the developer is only required to provide a certain number of charger-ready electrical installations and noted the developer has gone above and beyond what is required. Planning and Building Director Hankamer confirmed Mayor Mahmud's recollection. In response to Mayor Mahmud's inquiry, Planning Manager Kith confirmed a Traffic Study may be required if there are issues within one-year of issuing the Certificate of Occupancy. She recommends adding the condition the developer cannot charge for parking until it is approved by the City.

Mayor Mahmud opened public hearing at 9:34 p.m.

Planning Manager Kith played the Applicant's presentation from the February 3rd City Council meeting.

Chief City Clerk Ayala reported three (3) public comments were received and added to the public record.

Public Comments:

- Brian Bruegge
- Delaine Shane
- Margaret Munoz

Chief City Clerk Ayala played five (5) public comments received via the recorded public comment line.

Public Comments:

- Josh Albrektson- Provided comments advising it is illegal to reduce or reject the number of units on this project. He encouraged the City Attorney to review this issue. He advised placing housing next to public transportation can reduce Greenhouse Gases.
- Roya Sharpur- Provided comments expressing concern regarding potential hazardous waste that may have been left by the previous roofing company and encouraged extensive soil testing. She encouraged the City Council to conduct a thorough Traffic Study.
- Paul Simer – Provided comments expressing concern regarding potential hazardous waste that may have been left by the previous roofing company and encouraged extensive soil testing. He encouraged the City Council to complete a thorough Traffic Study.
- John Srebalus – Provided comments encouraging City Council to not uphold the Planning Commission's adoption of the Mitigated Negative Declaration (MND) and Mitigation Monitoring and Reporting Program. He believes a more robust Environmental Impact Report (EIR) should be required to thoroughly vet the soil at the site.
- Alan Erhlich – Provided comments expressing concern that the Traffic Study is insufficient and failed to check traffic impacts in the area.

Richard McDonald, Attorney for the Applicant, thanked staff for their hard work on the project. He reported the Applicant has agreed to all Conditions of Approval. In response to Mayor Pro Tem Cacciotti's previous inquiry, Mr. McDonald reported that each soil boring site was selected to be in the location of alleged historical uses and deeper than any foundation concrete is slated to reach, and noted the developer's voluntary commitment to agree to a Soils Management Plan in the event anything is discovered. He advised their consultants have found no issues with the soil. He advised an SMP identifies all the protocols, guidelines, and criteria that give the City the tools should anything be found. He noted no evidence has been submitted to contradict the evidence presented to City Council to support those findings.

In response to Councilmember Primuth's inquiries, Mr. McDonald confirmed the soil borings were completed using an Environmental Protection Agency (EPA) standard. He advised Converse Consultants provided an additional memo that addresses the soil boring standards. He noted the SMP goes deeper than the excavation for the parking garage. He reported triggering the SMP would be an economic impact on the developer. Lastly, he noted there would be an incentive to extraction and removal of any contaminated soil found.

In response to Councilmember Donovan's inquiry, Mr. McDonald clarified there were no contaminated soils found. He noted even if the borings showed the need for a Phase II study, the remedy would be an SMP.

In response to Councilmember Zneimer's inquiry, Mr. McDonald confirmed there is a Conditional of Approval indemnifying the City should a contaminant be found. City Attorney Highsmith confirmed this is a standard Condition of Approval for the City.

Mayor Mahmud closed the public hearing at 10:11 p.m.

Councilmember Primuth reported the developer has addressed all the issues, including bikes, electric vehicle charging, traffic concerns, and environmental concerns. He noted the City has experience with construction where unexpected issues arise but feels in this circumstance the City will be protected.

Councilmember Primuth moved to approve the item. Mayor Pro Tem Cacciotti seconded the item and echoed Councilmember Primuth's analysis and comments.

Mayor Pro Tem Cacciotti reported the City will never rubber-stamp a process and praised the review process. He expressed support for the project but expressed concern there are no affordable housing units in the project.

In response to Mayor Mahmud's inquiry, Councilmember Primuth and Mayor Pro Tem Cacciotti confirmed they moved the item per staff's recommendation.

Mayor Mahmud is expressed with the extent of the outreach with the community. She thanked the developer for making an excellent good faith effort and is supportive of the design. She thanked the public for their input and believes the SMP is a very prudent development agreement.

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

City Council:

1. Held a public hearing; and
2. Adopted a Resolution **upholding** the Planning Commission's adoption of a Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program for of the Seven Patios Mixed-Use Residential and Commercial Project located at 845/899 El Centro Street (Project No. 2171-CUP/DRX/TTM/TRP), and approval of the project, subject to conditions of approval

ACTION/DISCUSSION

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

Public Works Director Shahid Abbas reported the item was continued from the February 17th City Council meeting. He reported the City received the federal grant in 2013 for \$234,962 to install the Rectangular Rapid Flashing Beacons (RRFB). He advised City Council approved the Resolution in 2015 which allowed the City to begin with design and construction.

Public Works Director Abbas reported that since the project is located in a Historic District staff completed a Historic Resources Evaluation Report and Archeological Survey Report which was submitted to the California Office of Historic Preservation (OHP) and approved in January 2020.

Public Works Director Abbas reported City Council provided direction at the February 17th meeting to meet with the Chair of the Cultural Heritage Commission (CHC) which took place on February 22nd and was attended by Councilmember Zneimer. He reported he provided the background and design element of the project and the CHC discussed the concept of solar power versus electric power and the type and color of the pole. He reported the CHC agreed solar power is more flexible and economic and the use of a more galvanized color with black or green would also be acceptable. He advised he would return to the CHC with the final plan. Lastly, he reported the project received a letter of support from the Chamber of Commerce.

In response to Councilmember Zneimer's inquiries, Public Works Director Abbas confirmed the installation could be relocated if a reconfiguration of Mission Street called for it and the solar power would make it easier to accomplish. He explained he is seeking every possible source of input on the project's impact on street corners. He added the flashing lights flash into traffic and not towards properties.

In response to Mayor Mahmud's inquiry, Councilmember Zneimer agreed it would be best for individual businesses impacted to work collectively through the Chamber of Commerce and not individually with staff.

Councilmember Primuth commended Public Works Director Abbas for interrupting the timeline to allow for collaborative input from the CHC.

Mayor Mahmud opened the public hearing.

Chief City Clerk Ayala reported one (1) public comment was received and added to the public record.

Public Comments:

- John Turk

Chief City Clerk Ayala played three (3) public comments received via the recorded public comment line.

Public Comments:

- Larry Abelson - Provided comments supporting the RRFBs at the intersections of Fremont Avenue and Lynden Street, Mission Street and Fairview Avenue, and Mission Street and Diamond Avenue, stating these pedestrian safety measures are overdue.
- John Turk - Provided comments demanding having all facts about the RRFBs in advance to prevent an unpleasant surprise. He requested RRFBs do not obstruct his doorway like past civic projects and noted the problem of speeding cars is not solved by signs alone.
- Alan Ehrlich - Provided comments restating his objections to the RRFBs. He advised, that claims about the status of the grant are unverified believes the City is acting reactively instead of proactively. He expressed concerns about Public Works Director Abbas bringing projects last minute and improperly vetted.

Councilmember Zneimer reported a benefit of the RRFBs is an increase of drivers yielding to pedestrians from 18% to 81% according to studies. She expressed her full support provided the City works with the CHC and Chamber of Commerce. She moved to approve the item with this provision.

Mayor Pro Tem Cacciotti seconded the motion. He commended staff for its swift collaborative efforts to push the project forward and noted the safety benefits are substantial around several large new residential developments.

Councilmember Primuth commented the RRFBs will have a positive effect on drivers on Fremont Avenue and expressed his hopes it will soon extend beyond these intersections.

In response to Mr. Ehrlich's public comments, Mayor Mahmud noted the City had to take extra steps for approval due to the location being in a Historic District along with a technology change leading to the slow pace. She noted the project predates Public Works Director Abbas and praised him for his work.

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

City Council:

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

17. Consideration of Business Marketing Plan Proposal from nexusplex and the South Pasadena Chamber of Commerce and Approval of Appropriation of Funding

Assistant to the City Manager Lucy Demirjian reported the pandemic continues to impact community health and the economy. She advised there is hope in sight with the vaccine distribution and a decline in the case count. She reported Los Angeles County is close to downgrading to the red tier which will allow for more reopening and fewer restrictions. She encouraged efforts be made urgently to help bolster the recovery of small businesses and the local economy leading to the need for a Business Marketing Plan.

Assistant to the City Manager Lucy Demirjian recommended combining the two proposals to provide a comprehensive marketing program. She advised staff would work with the parties on monitoring the success of the marketing efforts through yet-to-be-determined deliverables.

Mayor Mahmud reported the City has received a proposed budget from the Chamber of Commerce and an outline sheet from nexusplex identifying three options. She noted that she finds the proposals ambiguous and needs more description to justify an awarded contract. She advised that staff recommendation includes authorizing the City Manager to execute and develop agreements with each party describing deliverables. She called for more details to prevent future disputes surrounding expectations.

Mayor Mahmud suggested dividing up the allocation of funds initially with the Chamber of Commerce receiving \$25,000 and the South Pasadenan receiving \$20,000 but strongly recommends there only be a single contract with both parties collaborating. She provided an overview of the recommended allocations for each party.

Councilmember Zneimer echoed Mayor Mahmud's concerns and believes it is prudent for the City to a good steward for the \$45,000 and also recommends the two parties work collaboratively.

Mayor Pro Tem Cacciotti supports both parties working together collaboratively but is concerned both parties have not done so.

In response to Mayor Pro Tem Cacciotti's inquiry, Mayor Mahmud clarified both parties have not reviewed her proposal. She reiterated this is simply a starting point. She recommends the contract come back to the City Council for approval. Alternatively, she advised there is an Ad Hoc Committee for Economic Development and noted the City Council could provide direction for the committee to work with the parties.

Councilmember Primuth expressed support for working with both parties and supports it as proposed and in a mediation role if requested. He would like to see more e-commerce development of local businesses and be an alternative for Amazon.

Mayor Mahmud opened the public comments.

Chief City Clerk Ayala reported two (2) public comments were received and added to the public record.

Public Comments:

- Jane Brust
- Bianca Richards

Chief City Clerk Ayala played one (1) public comment received via the recorded public comment line.

Public Comments:

- Ellen Daigle- Provided comments acknowledging March as Women’s History Month and acknowledged all the Women’ owned business owners in the City. She expressed support for passing the item as presented and suggested a monthly update for progress and results.

Mayor Mahmud closed the public comments.

Mayor Mahmud clarified the budget outline she provided is bare-bones and expects a formal contract to provide clear details on deliverables.

Councilmember Zneimer echoed Mayor Mahmud’s comments.

Councilmember Donovan commented it is very important for the City Council and the City to support local business. He agrees both parties need to collaborate and supports Mayor Mahmud’s proposal.

Mayor Pro Tem Cacciotti commented that Amazon has control of 38%-39% of all e-commerce. In response to Mayor Pro Tem Cacciotti’s inquiry, Councilmember Primuth would like to explore e-commerce before determining an allocation at this time. Mayor Pro Tem Cacciotti recommended developing e-commerce for all ethnicities.

Mayor Mahmud advised there may be funds available from the Campaign Strategy Development in the future. She advised the Chamber of Commerce will have \$5,000 allocated for the Resource Library and noted the City Council could recommend they use that funding towards e-commerce. She moved to have staff bring back the item in two weeks with the understanding that Councilmembers Primuth and Donovan meet with both organizations and use her draft budget as a starting point for a discussion to also include the extent to which e-commerce might be incorporated; if e-commerce cannot be incorporated, that this topic be considered for future action by Council.

MOTION BY MAYOR MAHMUD, SECONDED BY COUNCILMEMBER PRIMUTH, CARRIED, 5-0, to have staff bring back the item in two weeks as stated.

Councilmember Donovan noted there are three different business who were served by legal firms for not being American with Disabilities Act (ADA) compliant. He encouraged businesses to contact him at jdonovan@southpasadena.ca.gov for discussion. Councilmember Primuth recommended reaching out to the Chamber of Commerce.

ADJOURNMENT

Mayor Mahmud announced a next Regular City Council meeting on March 17, 2021 at 7:30 p.m. There being no further business, at 11:19 p.m. Mayor Mahmud adjourned the meeting.

Linda Thai
Deputy City Clerk

Diana Mahmud
Mayor



Wednesday, March 17, 2021
Minutes of the Regular Meeting of the City Council

CALL TO ORDER

A Regular Meeting of the South Pasadena City Council was called to order by Mayor Mahmud on Wednesday, March 17, 2021, at 7:41 p.m., in the Council Chamber, located at 1424 Mission Street, South Pasadena, California.

ROLL CALL

Present via Councilmembers Donovan, Primuth (arrived at 7:43 p.m.), and Zneimer; Mayor

Zoom: Pro Tem Cacciotti and Mayor Mahmud

Absent: None

City Staff Interim City Manager Sean Joyce (in attendance via Zoom); Assistant City

Present: Attorney Andrew Jared (in attendance via Zoom); and Chief City Clerk Ayala were present at Roll Call.

PLEDGE OF ALLEGIANCE

Councilmember Donovan led the flag salute.

1. Closed Session Announcements

A. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

(Government Code §54956.9)

One Case: City of South Pasadena v. Dow Chemical, Inc.

Assistant City Attorney Jared reported Council received a briefing by outside counsel on the status of the case. No final action was taken.

B. CONFERENCE WITH REAL PROPERTY NEGOTIATORS

(Government Code §54956.8)

Properties: Caltrans-Owned Surplus Residential Properties within the SR-710 Corridor in South Pasadena

Agency Negotiators: Interim City Manager Sean Joyce

Negotiating Parties: CalTrans

Under Negotiation: Price and Terms

Assistant City Attorney Jared reported Council received a briefing regarding price and terms for Caltrans-owned surplus residential properties within the SR-710 Corridor in South Pasadena. No action was taken by City Council.

2. Public Comments – General

Mayor Mahmud announced public comments are intended to address matters not on the agenda for the meeting. Citizens have the option of emailing or leaving a voice mail for the Council but the Council prefers either one or the other.

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

- Clarence Au-Young
- Rabbi Jason Rosner
- Brandon and Andrea Fox
- Kevin and Cathy Coleman
- Mary Urquhart

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

- Betty Emirhanian – Requested a public hearing to discuss the status of the Animal Commission.
- Andrea Fox – Thanked Council and the Public Works Department for working with the community to set policy and obtain grant funding to improve traffic on Fremont Ave.
- Clarence Young – Expressed concerns regarding increased private aircraft activity over South Pasadena.
- Bea Simpson – Requested that City Council discuss the status of the Animal Commission.
- Beverly Bieber – Expressed concerns regarding the status of the Animal Commission and the need for an entity to handle resident concerns.

PRESENTATIONS

Mayor Mahmud announced Item No. 3 (*Moved Out of Order*) would be heard after the Presentation items.

4. Friends of the Library Proclamation

Mayor Mahmud read the proclamation commemorating the 71st anniversary of the founding of the Friends of the South Pasadena Public Library, Inc. and recognizing the organization for its enduring support of the South Pasadena Public Library and community. She noted its

longstanding fundraising and volunteer support which allows the library to provide various programs and serve as the heart of the community.

5. 2020 Commission Annual Reports & 2021 Commission Work Plans

Council received and filed the 2020 Commission Annual Reports and the 2021 Commission Work Plans for the following bodies:

1. Cultural Heritage Commission
2. Design Review Board
3. Mobility and Transportation Infrastructure Commission
4. Natural Resources and Environmental Commission
5. Planning Commission
6. Public Art Commission
7. Public Works Commission

ACTION/DISCUSSION ITEMS

ITEM MOVED – OUT OF ORDER

3. Approve Sponsorship of Legislation (SB 381) Amending the Means by Which Caltrans-owned Properties Along the Former SR 710 Route are Disposed

Interim City Manager Sean Joyce provided the staff report and Assistant to the City Manager Demirjian presented on SB 381 objectives.

Mayor Mahmud introduced Senator Anthony Portantino, who elaborated on the history of the bill and the intent of the legislation to protect tenants, protect historic preservation, and create local control.

Mayor Mahmud reported working with City staff as part of the 710 Corridor Subcommittee along with Councilmember Donovan to develop the following objectives: 1) Advocate for the interests of those presently occupying Caltrans-owned homes, 2) Add to the City's inventory of affordable units, 3) Assess the condition of vacant historic homes and develop strategies for their restoration, and 4) leverage City funding to meet these objectives.

Mayor Mahmud relayed that the California Transportation Commission (CTC) Executive Director with support from the CTC Chair suggested a transfer of responsibility for Caltrans-owned homes to the California Department of General Services, which typically has oversight over rental properties, if SB 381 does not pass. Mayor Mahmud expressed her concerns about additional delays. She stated that if SB 381 passed and South Pasadena secured local control, control would rest with City Council or a body established by City Council comprised of residents, and tenants of the properties, and Council members or their representatives.

Mayor Mahmud stated that SB 381 provides a framework and staff would need to bring an implementation plan to Council at a later date after further research.

Councilmember Zneimer requested to postpone the item to allow for public engagement and transparency. Mayor Mahmud clarified that SB 381 would not affect the prioritization of the rights of tenants to purchase their properties but rather would enable the City to be added to the top of the queue ahead of housing-related entities.

Councilmember Primuth asked to refocus the discussion back to questions for Senator Portantino. Mayor Pro Tem Cacciotti, Councilmember Primuth, Mayor Mahmud, and Councilmember Zneimer had various questions and comments regarding the following: the legislative process, local control, acquisition pricing, equity, policy and fiscal deadlines, public input, etc. Senator Portantino and his staff responded to questions accordingly.

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

- Delaine Shane
- Sally Takeda
- Kim Carlson
- Mary Urquhart
- Linda Esposito
- Bianca Richards

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

- Richard Schneider – Requested to postpone action on the item for additional community input.
- Angela Flores – Requested to postpone action on the item for additional community input.
- Sam Burgess – Requested to postpone action on the item for additional community input.
- Mark Gallatin – Requested to continue the item for additional community input and consideration of all available options and asked to present the plan developed by the 710 subcommittee.
- Dean Serwin – Expressed support for sponsorship of SB 381.
- Roberto Flores – Provided comments expressing support for the right of tenants to establish housing co-ops and collectively purchase their properties.
- Ed Donnelly – Expressed support for sponsorship of SB 381.

Councilmember Primuth suggested a collaborative approach in determining the framework for local control.

Mayor Pro Tem Cacciotti concurred with Councilmember Zneimer's earlier comments and stated that the options are either to support the bill tonight and make later modifications or to postpone action as requested in public comment, hold a community meeting, and bring the item back to Council.

Councilmember Zneimer emphasized the need for community input and transparency before making a decision.

Mayor Mahmud recommended scheduling a community forum on March 29, 2021. She expressed her concerns regarding the timing to enact the bill and asked to schedule a special meeting to vote on the item. Mayor Pro Tem Cacciotti clarified that the hearing on SB 381 would not be before April 15, 2021. Senator Portantino expressed his willingness to cohost the meeting to help Council to garner public input and decide on a direction.

Councilmember Donovan noted that this is an ongoing process and there would be additional opportunities for public input. He stated his support for voting on the item tonight and moving forward due to his concerns about losing time during the bill process. Mayor Mahmud concurred with Councilmember's points and asked to schedule a special meeting to allow time for a support letter to be sent. Councilmember Primuth asked whether there was more time to consider the bill and incorporate a more collaborative process. Senator Portantino stated there was and he would not send a bill to the Governor's desk that Council did not support.

Councilmember Zneimer concurred with Councilmember Primuth that community input is needed and supported scheduling of a meeting on March 29th. Mayor Mahmud reiterated Senator Portantino's statement that Council would be able to sponsor SB 381 and later amend the bill.

Councilmember Primuth suggested a motion to support the spirit of the bill and local control and to decide on the bill on the 29th following public input. Mayor Pro Tem Cacciotti made a motion to support the bill with amendments to be brought back to Council after the March 29th community meeting. Mayor Mahmud recommended rewording the motion to allow for the possibility that amendments may not be necessary. Mayor Pro Tem Cacciotti accepted the recommendation.

MOTION BY MAYOR PRO TEM CACCIOTTI, SECOND BY COUNCILMEMBER DONOVAN, CARRIED, 4-0 (Councilmember Zneimer abstained), to:

1. Support SB 381 and allow the subcommittee and staff to explore implementation details with the community. Staff will work on property due diligence, economic analysis, property covenant, and long-term management of the properties. Community feedback and the implementation plan will be brought back to Council for approval at a date in the future.

COMMUNICATIONS

6. Councilmembers Communications

Councilmember Donovan as the liaison to the Finance Commission and Parks & Recreation Commission noted the 2020-2021 budget on the agenda and the start of the Little League season. All Little League participants and spectators are required to wear a mask at all times on the field.

Councilmember Zneimer reported attendance at a Hero Pay car caravan with participation from Pasadena and South Pasadena residents. She noted support for the caravan and that she was thanked by a Vons employee. She also reported attendance at a Public Works Commission meeting where Measure W projects were discussed.

Councilmember Primuth reported attendance at the March 8 Public Safety Commission (PSC) where the March 15 community forum on the selection of the Police Chief was organized. PSC also heard a report on the Police Department's homeless outreach, from which the City of Chino will be learning. He also reported attendance at the March 16 Mobility Transportation Infrastructure Commission where all commissioners took the position against using Measure M funds for Rogan match projects on Fair Oaks Ave. Councilmember Primuth made a motion for a hearing to be held regarding the Animal Commission. Mayor Mahmud provided a second.

Mayor Pro Tem Cacciotti provided photos with comments regarding the following: the Community Garden, Girl Scout cookie season, Dial-a-Ride, Senior Commission, and a volunteer weeding outside the Post Office. He thanked members of the Public Arts Commission. He reported attendance at a Zoom webinar entitled "Effective City Council Oversight of Police Operations and Budget". He thanked the Care group and other groups hosting meetings while the City restructures the Police Department.

Mayor Mahmud reported participation in Lobby Day, sponsored by the Clean Power Alliance, as the largest community choice aggregator and the fifth largest load serving entity in the county. She spoke to a representative from the Governor's office regarding a bill allowing Community Choice Aggregation's customers to receive more benefits. On Monday, she testified in front of the Senate Environmental Quality Committee on SB 426 which allows the State Board to establish financial capability assistant guidelines to determine an appropriate compliance period. Mayor Mahmud made a motion to agendaize an item to discuss an earlier start time for City Council Meetings. Mayor Pro Tem Cacciotti provided a second.

Mayor Mahmud requested Chief City Clerk Ayala display a flyer for a Bingo event sponsored by the South Pasadena Chinese-American Club (SPCAC) and the Chamber of Commerce. She thanked the SPCAC for hosting the event in support of the business community and residents. She also noted Council's attendance at the ribbon cutting ceremony for Republic of Lucha.

7. City Manager Communications

Interim City Manager Sean Joyce did not provided comments.

8. Reordering of, Additions, or Deletions to the Agenda

There was no reordering of agenda items.

CONSENT CALENDAR

Mayor Pro Tem Cacciotti pulled Item No. 17.

Mayor Mahmud announced Item Nos. 12, 19, and 20 were pulled to hear public comment.

9. Approval of Prepaid Warrants in the amount of \$135,197.58; General City Warrants in the Amount of \$564,281.90; General City Warrant Voids in the Amount of (\$1,631.97); Payroll in the Amount of \$659,942.75; Transfers in the Amount of \$44,000.00

City Council approved the Warrants as presented.

10. Planning Backfill Resources – Interim Associate Planner

City Council appropriated \$38,562 from undesignated general fund reserves to the following accounts: Part-time salaries 101-7010-7011-7010-000 \$35,310; Retirement 101-7010-7011-7100-000 \$2,740; Medicare 101-7010-7011-7170-000 \$512 for temporary staffing services to provide backfill temporary planning services for up to six months during the temporary leave of absence of the Associate Planner.

11. Renewal of Weed Abatement Service Agreement with the County of Los Angeles Department of Agricultural Commissioner/Weights and Measures to Allow the County to Inspect, Remove and Abate Weeds, Brush and Native Vegetation Declared to be an Existing or Potential Fire Hazard on Unimproved Lots and Land within the City

City Council approved the renewal of a five-year General Service Agreement (GSA) with the County of Los Angeles Department of Agricultural Commissioner/Weights and Measures (County) to continue the process of weed and brush removal on privately owned unimproved properties within the City of South Pasadena (City).

13. Amend Award of Contract to Phoenix Motorcars, LLC, in the amount of \$169,999 for the Purchase of a 2019 E450 Plug-in Vehicle for the Dial-A-Ride Program

City Council:

1. Amended the contract amount to Phoenix Motorcars, LLC from \$163,101 to the amount of \$169,999 to complete the purchase of a 2019 E450 Plug-in Vehicle for the Dial-A-Ride Program; and
2. Approved authorization of supplemental funds in the amount of \$6,898 from Proposition A fund account 205-0000-0000-5504.

14. Authorization to Spend \$50,900 from the Arroyo Seco Golf Course Capital Fund for Tree Pruning and Weed Abatement Along the Trail and Driving Range

City Council:

1. Approved the spending of \$39,500 for West Coast Arborists, Inc. for tree pruning and clearance along the trail and driving range; and
2. Approved the spending of \$11,400 for LandCare for weed abatement along the trail and driving range; and
3. Appropriated \$50,900 from the Arroyo Seco Golf Course Capital Fund.

15. Acceptance of Project Completion and Authorization to File a Notice of Completion for the Alpha Avenue and Camino Del Sol Street Improvement Project and Authorization to Release Retention Payment to Gentry Brothers, Inc. in the amount of \$76,723.44

City Council:

1. Accepted the Alpha Avenue and Camino Del Sol Street Improvement Project (Project) as complete; and
2. Authorized the recordation of the Notice of Completion (NOC) with the Los Angeles County Registrar-Recorder County Clerk; and
3. Authorized release of retention payment to Gentry Brothers, Inc. (Contractor), in the amount of \$76,723.44

3. Adoption of Resolution Nos. 7711 and 7712 Determining and Establishing an Appropriations Limit for Fiscal Year 2019-20 and Fiscal Year 2020-21 in Accordance with Article XIII B of the California Constitution

City Council:

1. Adopted a Resolution No. 7711 revising the City of South Pasadena's (City) FY 2019-20 Appropriations Limit; and
2. Adopted Resolution No. 7712 setting the City of South Pasadena's (City) FY 2020-21 Appropriation Limit.

5. Discretionary Fund Request from Mayor Mahmud in the Amount of \$200 for a Podium and Plaque for the Senior Center in Honor of Liliana Torres

City Council approved the Discretionary Fund request by Mayor Mahmud, seconded by Councilmember Primuth, to allocate \$200 for the purchase of a podium and plaque for the Senior Center recognizing Liliana Torres, who recently retired after 33 years of employment with South Pasadena.

MOTION BY MAYOR PRO TEM CACCIOTTI, SECOND BY COUNCILMEMBER ZNEIMER, CARRIED, 5-0, to approve Consent Calendar Item Nos. 9, 10, 11, 13, 14, 15, 16, and 18.

ITEMS PULLED FROM CONSENT

12. Award Contract to CivicStone, LLC to Determine, Prepare, and Implement a Surplus Property Acquisition and Rehabilitation Strategy in an Amount Not-to-Exceed \$180,000

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

- Delaine Shane
- Mary Urquhart
- Linda Esposito
- Bianca Richards

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

- Joanne Nuckols – Expressed concerns that the award of contract was premature and opposed use of Slater settlement funds for the contract.

MOTION BY MAYOR PRO TEM CACCIOTTI, SECOND BY COUNCILMEMBER DONOVAN, CARRIED 5-0, to authorize Interim City Manager Joyce to use the services of the contractor in preparation for the community forum and also for the next council meeting with regard to this item.

17. Monthly Investment Reports for January 2021

Mayor Pro Tem Cacciotti enquired about details on pages 17-1 and 17-7 of the staff report and Investment Report. Interim Assistant City Manager Aguilar stated she would look into his questions and follow up with a memo response to Council.

Council reached a consensus to receive and file the monthly investment reports for January 2021.

6. Adoption of a Resolution No. 7710 of the City Council of the City of South Pasadena Denouncing Hate Crimes and Rhetoric Against Asian Americans and Pacific Islanders, and Reaffirming Our Commitment to Ensure API Americans Feel Safe and Welcome

Mayor Mahmud noted the need to recognize and reinforce the community's solidarity with the Asian Asian and Pacific Islander community in light of recent events.

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

- El Sereno Community Land Trust
- Care First South Pasadena

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

- Anne Bagasao – Thanked Council for the thoughtful and meaningful resolution and encouraged Council to commit to protecting Asian Americans and Pacific Islanders.

Mayor Pro Tem Cacciotti and Mayor Mahmud asked to note revisions to the resolution.

MOTION BY MAYOR PRO TEM CACCIOTTI, SECOND BY COUNCILMEMBER DONOVAN, CARRIED 5-0, to adopt, as amended by Additional Documents, Resolution No. 7710 entitled "A Resolution of the City Council of the City of South Pasadena Denouncing Hate Crimes and Rhetoric Against Asian Americans and Pacific Islanders and Reaffirming Our Commitment to Ensure API Americans Feel Safe and Welcome."

7. Approval of an Agreement with nexusplex and the South Pasadena Chamber of Commerce for Citywide Local Business Marketing Program for a Not-to-Exceed Amount of \$50,000 and Approval of Appropriation of Funding

Mayor Mahmud thanked Councilmembers Donovan and Primuth as the agreement was forged with their assistance.

Mayor Mahmud enquired about the timeframe specified for performance and whether nexusplex would provide graphic design services for the proposed advertisements. Assistant to the City Manager Demirjian and consultant Steven Lawrence responded to questions accordingly.

Mayor Mahmud recommended changes to the contract payment conditions. Councilmember Primuth requested clarification on the basis of payment and stated his support for the original contract payment terms. Following Mayor Mahmud's response, Councilmember Donovan asked to clarify Councilmember Primuth's position. Per Councilmember Primuth's request, Assistant to the City Manager explained the contract payment terms.

Mayor Pro Tem Cacciotti suggested that the contractor present a status update to Council before the balance of the contract is paid. Mayor Mahmud mentioned previous public comments requesting additional accountability. Councilmember Primuth noted staggered payments as an accountability measure.

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

- Josh Albrektson – Expressed appreciation for the Chamber of Commerce scope of work and questioned nexusplex's scope of work. He suggested shifting more funding to the Chamber of Commerce.

Mayor Pro Tem Cacciotti highlighted contract terms requiring monthly reporting to City staff and/or City Council.

MOTION BY MAYOR PRO TEM CACCIOTTI, SECOND BY COUNCILMEMBER DONOVAN, CARRIED 5-0, to appropriate \$50,000 from General Fund unassigned reserves to account 101-2010-2011-8170-000 (City Manager Professional Services) for the purpose of funding marketing efforts as described in the agreement.

Councilmember Donovan thanked Councilmember Primuth and Assistant to the City Manager Demirjian for their work on this item.

PUBLIC HEARING

8. First Reading and Introduction of an Ordinance to Amend Zoning Code Amendment to South Pasadena Municipal Code (SPMC) Chapter 36 (Zoning) Pertaining to Accessory Dwelling Units (ADUs)

Planning and Community Development Director Hankamer and Interim Long-Range Planning and Economic Development Manager Bar-El presented the pre-recorded PowerPoint presentation on the item.

Interim Long-Range Planning and Economic Development Manager Bar-El noted a change to the recommendation as provided by the Additional Docs. Mayor Mahmud asked Chief City

Clerk to confirm that these revisions and the accompanying memo are included in the Additional Docs.

Councilmember Primuth enquired about the practical effect of the change recommended in the Additional Documents, fire restrictions, and historic standards. Interim Long-Range Planning and Economic Development Manager Bar-El and Planning and Community Development Director Hankamer responded to questions accordingly. Mayor Mahmud noted that Chief Riddle is available if he has further questions.

Mayor Mahmud requested clarification on a word missing from the staff report, which will be corrected.

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

- Anthony Dedousis
- Josh Albrektson
- Steven P. Dahl
- Darby Whipple

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

- Josh Albrektson – Expressed concern regarding the status of the Housing Element and urged Council to request a presentation from Planning and consultant Placeworks regarding Regional Housing Needs Allocation (RHNA) numbers.
- Mike Faggioli – Spoke in support of conversion of existing space and expressed concern regarding unintentionally penalizing garage conversions.
- Darby Whipple – Asked to postpone adoption of the ADU ordinance and urged Council to request a presentation on the full text of the ordinance.

Mayor Mahmud closed the public hearing at 11:26 p.m.

Councilmember Donovan requested clarification that the ordinance would receive a second reading. Assistant City Attorney Jared confirmed that this item would return to Council for a second reading.

Mayor Mahmud relayed her hesitance in delaying the ADU ordinance. Noting that the ordinance being considered is Phase I, she asked Planning staff whether the Phase II ADU ordinance would be able to incorporate public comment from tonight's meeting. Director of Planning and Community Development Hankamer responded affirmatively and stated there will be more opportunities in the outreach process to provide public comment and amend the Phase II ADU ordinance.

Interim Long-Range Planning and Economic Development Manager Bar-El stated a forthcoming brochure would answer community questions.

Councilmember Primuth referenced the preliminary review by Housing and Community Development (HCD) mentioned in public comment and questioned whether additional revisions may be needed. Director of Planning and Community Development Hankamer responded that the City is required to submit the ordinance to HCD within 60 days for official review and will address additional comments at that time.

MOTION BY MAYOR MAHMUD, SECOND BY COUNCILMEMBER ZNEIMER, CARRIED 5-0, to introduce an ordinance amending South Pasadena Municipal Code (SPMC) Section 36.350.200 (Residential Uses – Accessory Dwelling Units), as amended by staff’s revised recommendation.

9. Adoption of Fiscal Year 2020-2021 (This Agenda Item was removed.)

Due to technical difficulties, Item No. 9 was not able to be heard and will be brought back at a future meeting.

ADJOURNMENT

Due to technical difficulties, the meeting was not able to continue streaming and was adjourned at 12 a.m.

Linda Thai
Deputy City Clerk

Diana Mahmud
Mayor



City Council Agenda Report

ITEM NO. 8

DATE: June 2, 2021

FROM: Sean Joyce, Interim City Manager

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

SUBJECT: **Accept Project Completion and Authorization to File a Notice of Completion for the City Hall Courtyard Project and Authorization to Release Retention Payment to Cerco Engineering in the Amount of \$5,885**

Recommendation

It is recommended that the City Council:

1. Accept the City Hall Courtyard Project as complete;
2. Authorize the recordation of the Notice of Completion (NOC) with the Los Angeles County Registrar-Recorder County Clerk; and
3. Authorize release of retention payment to Cerco Engineering (Contractor) in the amount of \$5,885.

Discussion/Analysis

On March 18, 2020, the City Council authorized the award of a contract in the amount of \$107,000 to Cerco Engineering for the construction project. Additionally, the City Council authorized a construction contingency of \$10,700. The total not-to-exceed amount of the project was \$117,700. The City Hall courtyard modification construction projects, described below, was completed within the budget and in a timely manner. The project was managed and inspected by the City of South Pasadena engineering staff.

Background

The project's scope consisted of site improvements and furnishings for the two courtyards (exterior and interior) at the City Hall. Specifically, the improvements included:

- Replacement of the existing concrete in the exterior courtyard with permeable pavers, decomposed granite, and concrete pads.
- Installation of site furnishings such as benches and trash receptacles.
- Installation of planters with native, drought-tolerant planting materials, and drip irrigation system.
- Construction of drainage lines and related site- drainage improvements.

NOC for the City Hall Courtyard Project
June 2, 2021
Page 2 of 2

- Installation of concrete in the interior courtyard to be used to expand the Emergency Operation Center (EOC).

Legal Review

The City Attorney has reviewed this item.

Fiscal Impact

The project was completed within the budget. The total project cost was \$117,700, with \$107,000 for the construction contract and a \$10,700 for contingency. The City's facilities fund (Account No. 105-9000-9000-9010) was used to pay for the construction of the interior courtyard in the amount \$32,700 and the City's water conservation fund (Account No. 503-9000-9000) was used to pay for the exterior courtyard in the amount of \$85,000.

The City's facilities fund (Account No. 105-9000-9000-9010) and the City's water conservation fund (Account No. 503-9000-9000) will be used to pay for the retention amount of \$1,635 and \$4,250 respectively, for a total amount of \$5,885.

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*.

Attachment - Notice of Completion

RECORDING REQUESTED BY:

City of South Pasadena

AND WHEN RECORDED MAILTO:

City of South Pasadena - PW

1414 Mission Street

South Pasadena, CA 91030

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE

A.P.N.:

Order No.:

Escrow No.:

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN THAT:

- 1. The undersigned is OWNER or agent of the OWNER of the interest or estate stated below in the property hereinafter described.
- 2. The FULL NAME of the OWNER is City of South Pasadena
- 3. The FULL ADDRESS of the OWNER is 1414 Mission Street, South Pasadena, CA 91030
- 4. The NATURE OF THE INTEREST or ESTATE of the undersigned is: _____ in fee.
- 5. The FULL NAMES and FULL ADDRESSES of ALL PERSONS, if any, WHO HOLD SUCH INTEREST or ESTATE with the undersigned as JOINT TENANTS or as TENANTS IN COMMON are:

NAMES

ADDRESSES

_____	_____
_____	_____
_____	_____

- 6. The full names and full addresses of the predecessors in interest of the undersigned if the property was transferred subsequent to the commencement of the work of improvement herein referred to:

NAMES

ADDRESSES

_____	_____
_____	_____
_____	_____

- 7. A work of improvement on the property hereinafter described was COMPLETED June 2, 2021

- 8. The work of improvement completed is described as follows:

Site improvements and furnishings for the interior and exterior courtyards at the South Pasadena City Hall.

- 9. The NAME OF THE ORIGINAL CONTRACTOR, if any, for such work of improvement is:
Cerco Engineering

- 10. The street address of said property is 1414 Mission Street

11. The property on which said work of improvement was completed is in the City of South Pasadena, County of Los Angeles, State of California, and is described as follows:

Date: June 2, 2021

(Signature of Owner or agent of owner)
Shahid Abbas, City of South Pasadena

Verification for INDIVIDUAL owner _____:
I, the undersigned, declare under penalty of perjury under the laws of the State of California that I am the owner of the aforesaid interest or estate in the property described in the above notice; that I have read said notice, that I know and understand the contents thereof, and that the facts stated therein are true and correct.

Date and Place (Signature of owner named in paragraph 2)

Verification for NON-INDIVIDUAL owner: I, the undersigned, declare under penalty of perjury under the laws of the State of California that I am the agent ("PRESIDENT, PARTNER, MANAGER, AGENT, ETC.") of the aforesaid interest or estate in the property described in the above notice; that I have read the said notice, that I know and understand the contents thereof, and that the facts stated therein are true and correct.

June 2, 2021 South Pasadena
Date and Place (Signature of person signing on behalf of owner)
Shahid Abbas City of South Pasadena



City Council Agenda Report

ITEM NO. 9

DATE: June 2, 2021

FROM: Sean Joyce, Interim City Manager

PREPARED BY: Joanna Hankamer, Director of Planning and Community Development

SUBJECT: **Authorize the Second Amendment to the Professional Services Agreement with Interwest Incorporated for Assistant Planner Staffing Services for a Total Not-To-Exceed Amount of \$65,970; and Authorize the Second Amendment to the Professional Services Agreement with Wildan Engineering Incorporated for Code Enforcement Services for a Total Not-To-Exceed Amount of \$101,628**

Recommendation Action

It is recommended that the City Council:

1. Authorize the City Manager to execute the second amendment to the Professional Services Agreement (PSA) with Interwest Incorporated (Interwest) to extend the term of the PSA by three months for a total not-to-exceed amount of \$65,970 for continued contract assistant planner services during the recruitment of the Associate Planner Position in 2020; and
2. Authorize the City Manager to execute the second amendment to the Professional Services Agreement (PSA) with Wildan Engineering Incorporated to extend the term of the PSA by six months for a total not-to-exceed amount of \$101,627.50 for contract code enforcement services during the recruitment of the Community Improvement Coordinator Position in 2020.

Discussion/Analysis

In late 2018 and early 2019, several staff positions in planning and code enforcement in the Planning and Community Development Department were vacated. Subsequently, the City Manager executed agreements with consulting firms Interwest and Wildan to provide contract staffing prior to initiating recruitments for the vacant positions. On October 2, 2019, the City Council authorized the City Manager to execute amendments to both agreements, with Interwest to provide continued contract planner services during the recruitment of the Associate Planner position, and with Wildan to provide continued code enforcement services during the recruitment of the Community Improvement Coordinator. Recruitments were delayed to allow the newly hired Director of Planning and Community Development to manage the recruitments. The two recruitments took several months longer than anticipated, including the transitioning to remote working, due to COVID-19 in March 2020. The Associate Planner position was filled on March

Second Amendments to the Professional Services Agreements with Interwest Incorporated and Wildan Engineering for Contract Staffing Services in 2020

June 2, 2021

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23, 2020, and the Community Improvement Coordinator position was filled on September 8, 2020. The continued services provided by Interwest and Wildan were critical to maintain services in the department during the period of staff recruitment and onset of the pandemic. Staff requests that City Council authorize the contract amendments with Interwest and Wildan so that staff can close out the final invoices for the contract services provided. The costs of the extended contract services with Interwest is \$7,870, and the cost of the extended contract services with Wildan is \$20,507.50. The costs for these extended services were anticipated and budgeted in the FY 2021 budget.

Background

On August 19, 2019, the City Manager executed an agreement with Interwest Consulting, Inc. for an amount not to exceed \$24,500 for the duration of approximately 2 months (August 20, 2019 to October 29, 2019). On October 2, 2019, the City Council authorized the First Amendment to extend the term by 3 months (from October 29, 2019 to December 31, 2019), with a new not-to-exceed amount of \$58,100 to provide the City with continued assistant planner staffing services until the new Planning and Community Director initiated the recruitment and filled the Associate Planner position. The Director completed the recruitment on March 23, 2020, necessitating a 3-month extension of the agreement and an increase in funds by \$7,870 for the continued services from December 31, 2019 to March 30, 2020. The contract assistant planner provided support services to the Planning Commission, Cultural Heritage Commission, and Design Review Board; administered land use and development regulations; and processed land use permits.

On December 3, 2018, the City Manager authorized a PSA with Wildan for code enforcement staffing services for an amount not to exceed \$24,500 for the duration of approximately 2 months (December 3, 2018 to April 30, 2019). On October 2, 2019, the City Council authorized the First Amendment to extend the term by 12 months (from April 30, 2019 to April 30, 2020), with a new not-to-exceed amount of \$81,210 to provide the City with continued code enforcement services until the new Planning and Community Director initiated the recruitment and filled the position. The new and current Director completed the recruitment on September 8, 2020, necessitating a 6-month extension of the agreement and an increase in funds for the continued services from April 30, 2020 to October 30, 2020, including several weeks of part-time contract services to transition active caseload between the contract code enforcement officer and the newly hired Community Improvement Coordinator. The contract code enforcement officer conducted investigations, reviewed building plans for code compliance, issued notices, citations, and performed follow-up inspections.

Legal Review

The City Attorney has reviewed this item.

Fiscal Impact

The costs of the extended contract services with Interwest is \$7,870, and the cost of the extended contract services with Wildan is \$20,507.50, for a total of \$28,377.50 for contract staffing

Second Amendments to the Professional Services Agreements with Interwest Incorporated and Wildan Engineering for Contract Staffing Services in 2020

June 2, 2021

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services. The current Planning and Community Development Department Professional Services Account (101-7010-7011-8170) has a sufficient balance to fund the contract amount.

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. Second Amendment to the Professional Services Agreement with Interwest
2. Second Amendment to the Professional Services Agreement with Wildan
3. First Amendment and Original Contract with Interwest
4. First Amendment and Original Contract with Wildan

ATTACHMENT 1

Second Amendment, Interwest

SECOND AMENDMENT TO AGREEMENT FOR SERVICES

THIS AMENDMENT ("Amendment") is made and entered into by and between the CITY OF SOUTH PASADENA ("City") and Interwest Incorporated.

RECITALS

WHEREAS, on August 19, 2019, the City Manager approved a Professional Services Agreement with Interwest Incorporated for assistant planner staffing services and related activities, for a total not-to-exceed amount of \$24, 500; and

WHEREAS, on October 2, 2019 the City Council authorized the First Amendment to Agreement authorizing a total not-to-exceed amount of \$58,100; and

WHEREAS, the City and Consultant desire to extend the term of the Agreement for three (3) additional months (under March 31, 2020) reflecting additional services rendered by Consultant in the amount of \$7,870, in order to close out the contract.

NOW, THEREFORE, THE CITY AND THE CONSULTANT AGREE AS FOLLOWS:

1. Paragraph 3.4 "Maximum Amount" is amended to read: The highest total compensation and costs payable to Consultant by City under this Agreement and all of its Amendments is sixty-five thousand, nine-hundred and seventy dollars (\$65,970), which includes \$58,100 for the Agreement and First Amendment and \$7,870 for the Second Amendment, payable at a rate of \$80/hour, for a total not-to-exceed price of \$65,970.

2. Paragraph 3.6 "Termination Date" is amended to read: On or before March 31, 2020.

3. PROVISIONS OF AGREEMENT. All other terms, conditions, and provisions of the Agreement to the extent not modified by this Amendment, shall remain in full force and effect.

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

"CITY"
City of South Pasadena

"Consultant"
Interwest Incorporated

By: _____
Signature

By: [Signature] _____
Signature

Printed: Armine Chaparyan
Title: City Manager

Printed: Thomas P Wilkas
Title: CFO

Date: _____

Date: May 25, 2021

Attest:

By: _____

Lucie Columbo, Chief City Clerk

Date: _____

Approved as to form:

By: _____

Teresa L. Highsmith, City Attorney

Date: _____

ATTACHMENT 2

Second Amendment, Wildan

SECOND AMENDMENT TO AGREEMENT FOR SERVICES

THIS AMENDMENT ("Amendment") is made and entered into by and between the CITY OF SOUTH PASADENA ("City") and Wildan Engineering, Incorporated.

RECITALS

WHEREAS, on December 3, 2018, the City Manager approved a Professional Services Agreement with Wildan Engineering Incorporated for code enforcement services and related activities in an amount not to exceed \$24, 500; and

WHEREAS, on October 2, 2019 the City Council authorized the First Amendment to Agreement, in a total amount not to exceed \$81,120; and

WHEREAS, the City and Consultant desire to extend the Agreement through October 30, 2020, reflecting additional services rendered by Consultant in the amount of \$20, 507.50, in order to close out the contract.

NOW, THEREFORE, THE CITY AND THE CONSULTANT AGREE AS FOLLOWS:

1. Paragraph 3.4 "Maximum Amount" is amended to read: The highest total compensation and costs payable to Consultant by City under this Agreement and all of its Amendments is One Hundred and One Thousand, Six Hundred and Twenty-Seven Dollars and fifty cents (\$101,627.50), which includes \$81,120 for the Agreement and First Amendment and \$20,507.50 for the Second Amendment, payable at a rate of \$60/hour, for a total not-to-exceed price of \$101,627.50.

2. Paragraph 3.6 "Termination Date" is amended to read: On or before October 30, 2020.

3. PROVISIONS OF AGREEMENT. All other terms, conditions, and provisions of the Agreement to the extent not modified by this Amendment, shall remain in full force and effect.

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

"CITY"
City of South Pasadena

"Consultant"
Wildan Engineering, Incorporated

By: _____
Signature

By: _____
Signature

Printed: Armine Chaparyan

Printed: _____

Title: City Manager

Title: _____

Date: _____

Date: _____

Attest:

By: _____
Lucie Columbo, Chief City Clerk

Date: _____

Approved as to form:

By: _____
Teresa L. Highsmith, City Attorney

Date: _____

ATTACHMENT 3

Original Contract and First Amendment, Interwest

**PROFESSIONAL SERVICES AGREEMENT
FOR CONSULTANT SERVICES**

(City of South Pasadena /Interwest Inc.)

1. IDENTIFICATION

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

2. RECITALS

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

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

3. DEFINITIONS

- 3.1. “Scope of Services”: Such professional services as are set forth in Consultant’s **July 19, 2019** proposal to City attached hereto as Exhibit A and incorporated herein by this reference.
- 3.2. “Agreement Administrator”: The Agreement Administrator for this project is David Bergman, Interim Director of Planning & Building. 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 Twenty-four Thousand Five Hundred Dollars (\$24,500.00).
- 3.5. “Commencement Date”: August 20, 2019.
- 3.6. “Termination Date”: On or before October 29, 2019

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. James Ross shall be Consultant's project administrator and shall have direct responsibility for management of Consultant's performance under this Agreement. No change shall be made in Consultant's project administrator without City's prior written consent. **Contractor shall not assign any employee with previously earned California Public Employees Retirement System ("CalPERS") retirement benefits to provide services to the City, nor permit any of its employee to exceed 35 hours per week of service in the performance of this agreement.**
- 5.8. **Substitution of Personnel.** Any persons named in the proposal or Scope of Services constitutes a promise to the City that those persons will perform and coordinate their respective services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. If City and Consultant cannot agree as to the substitution of key personnel, City may terminate this Agreement for cause.
- 5.9. **Permits and Approvals.** Consultant shall obtain, at its sole cost and expense, all permits and regulatory approvals necessary for Consultant's performance of this Agreement. This includes, but shall not be limited to, professional licenses, encroachment permits and building and safety permits and inspections.
- 5.10. **Notification of Organizational Changes.** Consultant shall notify the Agreement Administrator, in writing, of any change in name, ownership or control of Consultant's firm or of any subcontractor. Change of ownership or control of Consultant's firm may require an amendment to this Agreement.
- 5.11. **Records.** Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to Consultant under this Agreement. All such documents shall be made available for inspection, audit, and/or copying at any time during regular

business hours, upon oral or written request of City. In addition, pursuant to Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds ten thousand dollars, all such documents and this Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of City, for a period of three (3) years after final payment under this Agreement.

6. SUBCONTRACTING

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

7. COMPENSATION

- 7.1. **General.** City agrees to compensate Consultant for the services provided under this Agreement, and Consultant agrees to accept payment in accordance with the Fee Schedule in full satisfaction for such services. Compensation shall not exceed the Maximum Amount. Consultant shall not be reimbursed for any expenses unless provided for in this Agreement or authorized in writing by City in advance.
- 7.2. **Invoices.** Consultant shall submit to City an invoice, on a monthly basis or as otherwise agreed to by the Agreement Administrator, for services performed pursuant to this Agreement. Each invoice shall identify the 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. Any reuse of the written products shall be at the City’s sole risk. Consultant may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by Consultant.

10. RELATIONSHIP OF PARTIES

- 10.1. **General.** Consultant is, and shall at all times remain as to City, a wholly independent contractor.

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

11. INDEMNIFICATION

- 11.1 **Definitions.** For purposes of this Section 11, "Consultant" shall include Consultant, its officers, employees, servants, agents, or subcontractors, or anyone directly or indirectly employed by either Consultant or its subcontractors, in the performance of this Agreement. "City" shall include City, its officers, agents, employees and volunteers.
- 11.2 **Consultant to Indemnify City.** To the fullest extent permitted by law, Consultant shall indemnify, hold harmless, and defend City from and against any and all claims, losses, costs or expenses for any personal injury or property damage arising out of or in connection with Consultant's alleged negligence, recklessness or willful misconduct or other wrongful acts, errors or omissions of Consultant or failure to comply with any provision in this Agreement.
- 11.3 **Scope of Indemnity.** Personal injury shall include injury or damage due to death or injury to any person, whether physical, emotional, consequential or otherwise, Property damage shall include injury to any personal or real property. Consultant shall not be required to indemnify City for such loss or damage as is caused by the sole active negligence or willful misconduct of the City.

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

12. INSURANCE

- 12.1. **Insurance Required.** Consultant shall maintain insurance as described in this section and shall require all of its subcontractors, consultants, and other agents to do the same. Approval of the insurance by the City shall not relieve or decrease any liability of Consultant Any requirement for insurance to be maintained after completion of the work shall survive this Agreement.
- 12.2. **Documentation of Insurance.** City will not execute this agreement until it has received a complete set of all required documentation of insurance coverage. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. Consultant shall file with City:
- Certificate of Insurance, indicating companies acceptable to City, with a Best's Rating of no less than A:VII showing. The Certificate of Insurance must include the following reference: Senior Planner and Assistant Planner Staff services
 - Documentation of Best's rating acceptable to the City.
 - Original endorsements effecting coverage for all policies required by this Agreement.
 - Complete, certified copies of all required insurance policies, including endorsements affecting the coverage.
- 12.3. **Coverage Amounts.** Insurance coverage shall be at least in the following minimum amounts:
- Professional Liability Insurance: \$1,000,000 per occurrence,
Professional Services Agreement -- Consultant Services

\$2,000,000 aggregate

- **General Liability:**
 - General Aggregate: \$2,000,000
 - Products Comp/Op Aggregate \$2,000,000
 - Personal & Advertising Injury \$1,000,000
 - Each Occurrence \$1,000,000
 - Fire Damage (any one fire) \$ 50,000
 - Medical Expense (any 1 person) \$ 5,000

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

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

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

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

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

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

David Bergman
City of South Pasadena
Planning & Building Department
1414 Mission Street
South Pasadena, CA 91030
Telephone: (626) 403-7240
Facsimile: (626) 403-7241

If to Consultant

James Ross
Public Works Group Leader
Interwest
150 N. SANTA ANITA, SUITE 300
ARCADIA, CA 91006
626.219.8304
jross@interwestgrp.com

With courtesy copy to:

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

15. SURVIVING COVENANTS

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

16. TERMINATION

- 16.1. **City Termination.** City may terminate this Agreement for any reason on -twenty calendar days' written notice to Consultant. Consultant agrees to cease all work under this Agreement on or before the effective date of any notice of termination. All City data, documents, objects, materials or other tangible things shall be returned to City upon the termination or expiration of this Agreement.
- 16.2. **Consultant Termination.** Consultant may terminate this Agreement for a material breach of this Agreement upon 30 days' notice.
- 16.3. **Compensation Following Termination.** Upon termination, Consultant shall be paid based on the work satisfactorily performed at the time of termination. In no event shall

Consultant be entitled to receive more than the amount that would be paid to Consultant for the full performance of the services required by this Agreement. The City shall have the benefit of such work as may have been completed up to the time of such termination.

- 16.4. **Remedies.** City retains any and all available legal and equitable remedies for Consultant's breach of this Agreement.

17. INTERPRETATION OF AGREEMENT

- 17.1. **Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the State of California.
- 17.2. **Integration of Exhibits.** All documents referenced as exhibits in this Agreement are hereby incorporated into this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail. This instrument contains the entire Agreement between City and Consultant with respect to the transactions contemplated herein. No other prior oral or written agreements are binding upon the parties. Amendments hereto or deviations herefrom shall be effective and binding only if made in writing and executed on by City and Consultant.
- 17.3. **Headings.** The headings and captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and for convenience in reference to this Agreement. Should there be any conflict between such heading, and the section or paragraph thereof at the head of which it appears, the language of the section or paragraph shall control and govern in the construction of this Agreement.
- 17.4. **Pronouns.** Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution(s).
- 17.5. **Severability.** If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to the extent necessary to, cure such invalidity or unenforceability, and shall be enforceable in its amended form. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
- 17.6. **No Presumption Against Drafter.** Each party had an opportunity to consult with an attorney in reviewing and drafting this agreement. Any uncertainty or ambiguity shall not be construed for or against any party based on attribution of drafting to any party.

18. GENERAL PROVISIONS

- 18.1. **Confidentiality.** All data, documents, discussion, or other information developed or received by Consultant for performance of this Agreement are deemed confidential and Consultant shall not disclose it without prior written consent by City. City shall grant such consent if disclosure is legally required. All City data shall be returned to City upon the termination or expiration of this Agreement.
- 18.2. **Conflicts of Interest.** Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Consultant further agrees to file, or shall cause its employees or subcontractor to file, a Statement of Economic Interest with the City's Filing Officer if required under state law in the performance of the services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer, or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.
- 18.3. **Non-assignment.** Consultant shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without City's prior written consent, and any attempt to do so shall be void and of no effect. City shall not be obligated or liable under this Agreement to any party other than Consultant.
- 18.4. **Binding on Successors.** This Agreement shall be binding on the successors and assigns of the parties.
- 18.5. **No Third-Party Beneficiaries.** Except as expressly stated herein, there is no intended third-party beneficiary of any right or obligation assumed by the parties.
- 18.6. **Time of the Essence.** Time is of the essence for each and every provision of this Agreement.
- 18.7. **Non-Discrimination.** Consultant shall not discriminate against any employee or applicant for employment because of race, sex (including pregnancy, childbirth, or related medical condition), creed, national origin, color, disability as defined by law, disabled veteran status, Vietnam veteran status, religion, age (40 and above), medical condition (cancer-related), marital status, ancestry, or sexual orientation. Employment actions to which this provision applies shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; or in terms, conditions or privileges of employment, and selection for training. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, the provisions of this nondiscrimination clause.

- 18.8. **Waiver.** No provision, covenant, or condition of this Agreement shall be deemed to have been waived by City or Consultant unless in writing signed by one authorized to bind the party asserted to have consented to the waiver. The waiver by City or Consultant of any breach of any provision, covenant, or condition of this Agreement shall not be deemed to be a waiver of any subsequent breach of the same or any other provision, covenant, or condition.
- 18.9. **Excused Failure to Perform.** Consultant shall not be liable for any failure to perform if Consultant presents acceptable evidence, in City's sole judgment, that such failure was due to causes beyond the control and without the fault or negligence of Consultant.
- 18.10. **Remedies Non-Exclusive.** Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance from the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any or all of such other rights, powers or remedies.
- 18.11. **Attorneys' Fees.** If legal action shall be necessary to enforce any term, covenant or condition contained in this Agreement, the prevailing party shall be entitled to an award of reasonable attorneys' fees and costs expended in the action.
- 18.12. **Venue.** The venue for any litigation shall be Los Angeles County, California and Consultant hereby consents to jurisdiction in Los Angeles County for purposes of resolving any dispute or enforcing any obligation arising under this Agreement.

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

"City"
City of South Pasadena

By:

Signature

Printed: Stephanie Dewolfe

Title: City Manager

Date: 8/19/19

"Consultant"

Interwest Consulting Inc.

By:

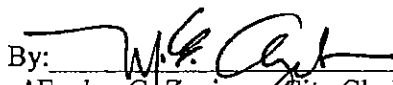
Signature

Printed: James G. Ross

Title: Public Works Group Leader

Date: 8/7/19

Attest:

By: 
for Evelyn G. Zneimer, City Clerk
Date: 8/19/2019

Approved as to form:

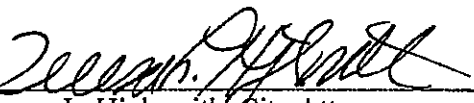
By: 
Teresa L. Highsmith, City Attorney
Date: 8/19/19

EXHIBIT "A"

SCOPE OF WORK

Project Understanding

We understand that the City of South Pasadena is seeking an Assistant Planner to work at City Hall assisting the Building and Planning Department in the following areas:

- Support for projects in current planning, including preparation of application completeness letters and decision letters, staff reports, findings and resolutions.
- Assisting the public, developers, architects, attorneys and applicants during the project review process for planning applications.
- Provide assistance with plan checks and coordination with other City departments including Public Works and Fire as needed.
- Preparation of development applications for review by public commissions, boards and city council.
- Written analysis of findings and recommendations including supplemental materials such as graphics, charts, photographs, and electronic presentations.

APPROACH TO SCOPE OF WORK

The Assistant Planner services include but are not limited to:

- **Application Routing:** Assist in organizing application materials for routing to City departments and affected agencies; Circulate materials electronically to City departments and affected agencies; Coordinate internal hard copy circulation as needed.
- **Application Completeness Review:** Assist in preparing a completeness/incompleteness letter to be provided to the applicant within 30 days of the submittal of the application for compliance with the Permit Streamlining Act.
- **Coordination and Communication.** Assist in the coordination for review of the entitlement application with City staff, the applicant team, public, attorneys, architects, etc.; Schedule meetings to review project materials; Circulate work products to appropriate parties.
- **CEQA Review.** Assist in evaluating required level of CEQA analysis; Prepare exemption if appropriate; Secure City direction if IS/MND or EIR is required.
- **Packet Preparation:** Assist in preparing a complete packet for Planning Commission, Design Review Board, Cultural Heritage Commission, and City Council hearings - staff report, conditions of approval, CEQA determination, resolution(s) and ordinance, associated project exhibits and hearing notice. Adjust deliverables based on your preferences/practices.
- **Planning Commission and City Council Hearings:** Present projects in community meetings and in hearings before appointed and elected bodies as needed.
- **Closeout of Application:** Prepare decision letters and file Notice of Exemption/Determination as appropriate; Organize project files and all key documents consistent with the City's record retention policy.
- **Building Permit Review:** Assist with plan checks of all construction plans (grading plan, building plan, landscape plan, etc.) during the building permit review process.

EXHIBIT "B"

STAFFING

We propose the following staff to provide the described services. Information on their individual work histories and qualifications can be found in their resumes, attached to this letter proposal for your review.

Malinda Lim ASSISTANT PLANNER

HOURLY RATES

The rates displayed in the fee schedule below reflect Interwest's current fees. Hourly rates are typically reviewed yearly on July 1 and may be subject to revision unless under specific contract obligations. In addition, there is no charge for shipping, supply, or material costs.

Classification Hourly Billing Rate

Assistant Planner

..... \$100

AVAILABILITY

Ms. Lim is available to work up to 40 hours per week on-site at City Hall beginning on August 20, 2019.

FIRST AMENDMENT TO
AGREEMENT FOR SERVICES

THIS AMENDMENT ("Amendment") is made and entered into on the 2nd day of October, 2019 by and between the CITY OF SOUTH PASADENA ("City") and Interwest Incorporated.

RECITALS

WHEREAS, on August 19, 2019, the City Manager approved a Professional Services Agreement with Interwest Incorporated for assistant planner staffing services and related activities; and

WHEREAS, the Term of the Agreement is through October 29, 2019, with the option to extend upon written agreement of the parties; and

WHEREAS, the Payment for Services in the Agreement shall not exceed the original authorized amount of \$24,500 unless the City has given specific advance approval in writing; and

WHEREAS, the City and Consultant desire to amend the scope of services to extend the agreement for three (3) additional months as authorized in the Agreement through December 31, 2019.

NOW, THEREFORE, THE CITY AND THE CONSULTANT AGREE AS FOLLOWS:

1. PAYMENT FOR SERVICES. That the three month extended agreement shall be billed at a rate of \$80 per hour and shall not exceed a total of \$33,600. The total project cost for the revised scope of services shall not exceed amount of \$58,100.

2. CONSULTANT SERVICES. That the scope of services of the Agreement would be amended to extend the agreement for three (3) additional months.

3. TERM. The term of this Agreement shall be extended from October 29, 2019 to December 31, 2019, or when the work is satisfactory completed, whichever occurs first, or unless extended by a supplemental amendment.

4. PROVISIONS OF AGREEMENT. All other terms, conditions, and provisions of the Agreement to the extent not modified by this Amendment, shall remain in full force and effect.

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

“CITY”
City of South Pasadena

By: [Signature]
Signature

Printed: Stephanie DeWolfe

Title: City Manager

Date: 10/09/2019

“Consultant”
Interwest Incorporated

By: [Signature]
Signature

Printed: MICHAEL KISHINAKI

Title: CHIEF OPERATIONS OFFICER

Date: 10/2/2019

Attest:

By: [Signature] Maria E. Ayala,
for: Evelyn G. Zneimer, City Clerk Chief City Clerk

Date: 10/22/19

Approved as to form:

By: [Signature]
Teresa L. Highsmith, City Attorney

Date: 10/8/19

ATTACHMENT 4

Original Contract and First Amendment, Wildan

PROFESSIONAL SERVICES AGREEMENT FOR CONSULTANT SERVICES

(City of South Pasadena /Willdan Engineering Inc.)

1. IDENTIFICATION

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

2. RECITALS

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

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

3. DEFINITIONS

- 3.1. “Scope of Services”: Such professional services as are set forth in Consultant’s **November 12, 2018** proposal to City attached hereto as Exhibit A and incorporated herein by this reference.
- 3.2. “Agreement Administrator”: The Agreement Administrator for this project is David Bergman, Interim Director of Planning & Building. 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 Twenty-four Thousand Five Hundred Dollars (\$24,500).
- 3.5. “Commencement Date”: December 3, 2018.
- 3.6. “Termination Date”: On or before April 30, 2019

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. Albert Brady shall be Consultant's project administrator and shall have direct responsibility for management of Consultant's performance under this Agreement. No change shall be made in Consultant's project administrator without City's prior written consent. **Contractor shall not assign any employee with previously earned California Public Employees Retirement System ("CalPERS") retirement benefits to provide services to the City, nor permit any of its employee to exceed 19 hours per week of service in the performance of this agreement.**
- 5.8. **Substitution of Personnel.** Any persons named in the proposal or Scope of Services constitutes a promise to the City that those persons will perform and coordinate their respective services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. If City and Consultant cannot agree as to the substitution of key personnel, City may terminate this Agreement for cause.
- 5.9. **Permits and Approvals.** Consultant shall obtain, at its sole cost and expense, all permits and regulatory approvals necessary for Consultant's performance of this Agreement. This includes, but shall not be limited to, professional licenses, encroachment permits and building and safety permits and inspections.
- 5.10. **Notification of Organizational Changes.** Consultant shall notify the Agreement Administrator, in writing, of any change in name, ownership or control of Consultant's firm or of any subcontractor. Change of ownership or control of Consultant's firm may require an amendment to this Agreement.
- 5.11. **Records.** Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to Consultant under this Agreement. All such documents shall be made available for inspection, audit, and/or copying at any time during regular

business hours, upon oral or written request of City. In addition, pursuant to Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds ten thousand dollars, all such documents and this Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of City, for a period of three (3) years after final payment under this Agreement.

6. SUBCONTRACTING

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

7. COMPENSATION

- 7.1. **General.** City agrees to compensate Consultant for the services provided under this Agreement, and Consultant agrees to accept payment in accordance with the Fee Schedule in full satisfaction for such services. Compensation shall not exceed the Maximum Amount. Consultant shall not be reimbursed for any expenses unless provided for in this Agreement or authorized in writing by City in advance.
- 7.2. **Invoices.** Consultant shall submit to City an invoice, on a monthly basis or as otherwise agreed to by the Agreement Administrator, for services performed pursuant to this Agreement. Each invoice shall identify the 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. Any reuse of the written products shall be at the City’s sole risk. Consultant may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by Consultant.

10. RELATIONSHIP OF PARTIES

- 10.1. **General.** Consultant is, and shall at all times remain as to City, a wholly independent contractor.

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

11. INDEMNIFICATION

- 11.1 **Definitions.** For purposes of this Section 11, "Consultant" shall include Consultant, its officers, employees, servants, agents, or subcontractors, or anyone directly or indirectly employed by either Consultant or its subcontractors, in the performance of this Agreement. "City" shall include City, its officers, agents, employees and volunteers.
- 11.2 **Consultant to Indemnify City.** To the fullest extent permitted by law, Consultant shall indemnify, hold harmless, and defend City from and against any and all claims, losses, costs or expenses for any personal injury or property damage arising out of or in connection with Consultant's alleged negligence, recklessness or willful misconduct or other wrongful acts, errors or omissions of Consultant or failure to comply with any provision in this Agreement.
- 11.3 **Scope of Indemnity.** Personal injury shall include injury or damage due to death or injury to any person, whether physical, emotional, consequential or otherwise, Property damage shall include injury to any personal or real property. Consultant shall not be required to indemnify City for such loss or damage as is caused by the sole active negligence or willful misconduct of the City.

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

12. INSURANCE

- 12.1. **Insurance Required.** Consultant shall maintain insurance as described in this section and shall require all of its subcontractors, consultants, and other agents to do the same. Approval of the insurance by the City shall not relieve or decrease any liability of Consultant Any requirement for insurance to be maintained after completion of the work shall survive this Agreement.
- 12.2. **Documentation of Insurance.** City will not execute this agreement until it has received a complete set of all required documentation of insurance coverage. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. Consultant shall file with City:
- Certificate of Insurance, indicating companies acceptable to City, with a Best's Rating of no less than A:VII showing. The Certificate of Insurance must include the following reference: City of South Pasadena Code Enforcement]
 - Documentation of Best's rating acceptable to the City.
 - Original endorsements effecting coverage for all policies required by this Agreement.
 - Complete, certified copies of all required insurance policies, including endorsements affecting the coverage.
- 12.3. **Coverage Amounts.** Insurance coverage shall be at least in the following minimum amounts:
- Professional Liability Insurance: \$1,000,000 per occurrence,
Professional Services Agreement – Consultant Services

\$2,000,000 aggregate

- General Liability:
 - General Aggregate: \$2,000,000
 - Products Comp/Op Aggregate \$2,000,000
 - Personal & Advertising Injury \$1,000,000
 - Each Occurrence \$1,000,000
 - Fire Damage (any one fire) \$ 50,000
 - Medical Expense (any 1 person) \$ 5,000

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

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

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

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

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

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

David Bergman
City of South Pasadena
Planning & Building Department
1414 Mission Street
South Pasadena, CA 91030
Telephone: (626) 403-7240
Facsimile: (626) 403-7241

If to Consultant

James M. Guerra
-13191 Crossroads Parkway North, Suite 405
Industry, CA 91746
Telephone: (714) 940-6300 x6289
Facsimile: (562) 695-2120

With courtesy copy to:

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

15. SURVIVING COVENANTS

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

16. TERMINATION

- 16.1. **City Termination.** City may terminate this Agreement for any reason on -twenty calendar days' written notice to Consultant. Consultant agrees to cease all work under this Agreement on or before the effective date of any notice of termination. All City data, documents, objects, materials or other tangible things shall be returned to City upon the termination or expiration of this Agreement.
- 16.2. **Consultant Termination.** Consultant may terminate this Agreement for a material breach of this Agreement upon 30 days' notice.
- 16.3. **Compensation Following Termination.** Upon termination, Consultant shall be paid based on the work satisfactorily performed at the time of termination. In no event shall

Consultant be entitled to receive more than the amount that would be paid to Consultant for the full performance of the services required by this Agreement. The City shall have the benefit of such work as may have been completed up to the time of such termination.

- 16.4. **Remedies.** City retains any and all available legal and equitable remedies for Consultant's breach of this Agreement.

17. INTERPRETATION OF AGREEMENT

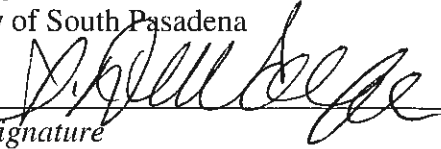
- 17.1. **Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the State of California.
- 17.2. **Integration of Exhibits.** All documents referenced as exhibits in this Agreement are hereby incorporated into this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail. This instrument contains the entire Agreement between City and Consultant with respect to the transactions contemplated herein. No other prior oral or written agreements are binding upon the parties. Amendments hereto or deviations herefrom shall be effective and binding only if made in writing and executed on by City and Consultant.
- 17.3. **Headings.** The headings and captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and for convenience in reference to this Agreement. Should there be any conflict between such heading, and the section or paragraph thereof at the head of which it appears, the language of the section or paragraph shall control and govern in the construction of this Agreement.
- 17.4. **Pronouns.** Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution(s).
- 17.5. **Severability.** If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to the extent necessary to, cure such invalidity or unenforceability, and shall be enforceable in its amended form. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
- 17.6. **No Presumption Against Drafter.** Each party had an opportunity to consult with an attorney in reviewing and drafting this agreement. Any uncertainty or ambiguity shall not be construed for or against any party based on attribution of drafting to any party.

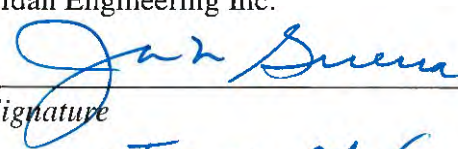
18. GENERAL PROVISIONS

- 18.1. **Confidentiality.** All data, documents, discussion, or other information developed or received by Consultant for performance of this Agreement are deemed confidential and Consultant shall not disclose it without prior written consent by City. City shall grant such consent if disclosure is legally required. All City data shall be returned to City upon the termination or expiration of this Agreement.
- 18.2. **Conflicts of Interest.** Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Consultant further agrees to file, or shall cause its employees or subcontractor to file, a Statement of Economic Interest with the City's Filing Officer if required under state law in the performance of the services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer, or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.
- 18.3. **Non-assignment.** Consultant shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without City's prior written consent, and any attempt to do so shall be void and of no effect. City shall not be obligated or liable under this Agreement to any party other than Consultant.
- 18.4. **Binding on Successors.** This Agreement shall be binding on the successors and assigns of the parties.
- 18.5. **No Third-Party Beneficiaries.** Except as expressly stated herein, there is no intended third-party beneficiary of any right or obligation assumed by the parties.
- 18.6. **Time of the Essence.** Time is of the essence for each and every provision of this Agreement.
- 18.7. **Non-Discrimination.** Consultant shall not discriminate against any employee or applicant for employment because of race, sex (including pregnancy, childbirth, or related medical condition), creed, national origin, color, disability as defined by law, disabled veteran status, Vietnam veteran status, religion, age (40 and above), medical condition (cancer-related), marital status, ancestry, or sexual orientation. Employment actions to which this provision applies shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; or in terms, conditions or privileges of employment, and selection for training. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, the provisions of this nondiscrimination clause.

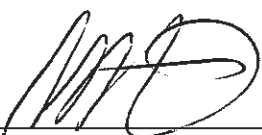
- 18.8. **Waiver.** No provision, covenant, or condition of this Agreement shall be deemed to have been waived by City or Consultant unless in writing signed by one authorized to bind the party asserted to have consented to the waiver. The waiver by City or Consultant of any breach of any provision, covenant, or condition of this Agreement shall not be deemed to be a waiver of any subsequent breach of the same or any other provision, covenant, or condition.
- 18.9. **Excused Failure to Perform.** Consultant shall not be liable for any failure to perform if Consultant presents acceptable evidence, in City’s sole judgment, that such failure was due to causes beyond the control and without the fault or negligence of Consultant.
- 18.10. **Remedies Non-Exclusive.** Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance from the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any or all of such other rights, powers or remedies.
- 18.11. **Attorneys’ Fees.** If legal action shall be necessary to enforce any term, covenant or condition contained in this Agreement, the prevailing party shall be entitled to an award of reasonable attorneys’ fees and costs expended in the action.
- 18.12. **Venue.** The venue for any litigation shall be Los Angeles County, California and Consultant hereby consents to jurisdiction in Los Angeles County for purposes of resolving any dispute or enforcing any obligation arising under this Agreement.

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

“City”
 City of South Pasadena
 By: 
Signature
 Printed: Stephanie DeWolfe
 Title: City Manager
 Date: 12/10/18

“Consultant”
 Willdan Engineering Inc.
 By: 
Signature
 Printed: JAMES M. GUERRA
 Title: DIRECTOR
 Date: 12-6-18

Attest:

By:  for
Evelyn G. Zneimer, City Clerk

Date: 12/17/18

Approved as to form:

By: 
Teresa L. Highsmith, City Attorney

Date: 12/17/18

EXHIBIT A

Below is a scope of work for the contract Code Enforcement Project for the City of South Pasadena. The City's contractor shall do the following;

- The project shall consist of Willdan staff coordinating with the City of South Pasadena Planning & Building Department to provide Code Compliance staff to the City.
- Willdan staff shall conduct all inspections and re-inspections of properties as assigned and will identify and enforce all violations of City's municipal code, ordinances, laws and all applicable statutes.
- Personnel shall issue notifications, letters, citations and warrants when necessary to achieve compliance.
- Staff will be required to document all complaints received, inspections conducted through photos, notes and correspondences.
- Investigate complaints from the public and staff regarding violations of the municipal codes, ordinances, standards and health and safety regulations.
- Initiate contact with residents, business representatives, and other parties to explain the nature of the violations and encourage compliance with municipal codes, zoning and land use ordinances, and community standards.
- Prepare notices of violation for non-compliance according to applicable codes and regulations.
- Prepare reports for cases requiring legal action or civil abatement.
- When required, meet with legal counsel and provides testimony on criminal cases.
- Maintain records of complaints, inspections, violation notices and other field enforcement activities.
- Coordinate with City departments on cases as they relate to code enforcement.

EXHIBIT B

The Willdan rate for code enforcement officer is \$65.00 dollars an hour. This project will continue for term to be determined later at a maximum of 19 hours per week for a not to exceed of \$24,500 as outlined in the contract.

FIRST AMENDMENT TO
AGREEMENT FOR SERVICES

THIS AMENDMENT ("Amendment") is made and entered into on the 2nd day of October, 2019 by and between the CITY OF SOUTH PASADENA ("City") and Wildan Engineering, Incorporated.

RECITALS

WHEREAS, on December 3, 2018, the City Manager approved a Professional Services Agreement with Wildan Engineering Incorporated for code enforcement services and related activities; and

WHEREAS, the Term of the Agreement was through April 30, 2019, with the option to extend upon written agreement of the parties; and

WHEREAS, the Payment for Services in the Agreement shall not exceed the original authorized amount of \$24,500 unless the City has given specific advance approval in writing; and

WHEREAS, the City and Consultant desire to amend the scope of services to extend the agreement for twelve (12) additional months as authorized in the Agreement through April 30, 2020.

NOW, THEREFORE, THE CITY AND THE CONSULTANT AGREE AS FOLLOWS:

1. PAYMENT FOR SERVICES. That the twelve month extended agreement shall be billed at a rate of \$65 per hour for five months and a reduced rate of \$60 per hour for seven months and shall not exceed a total of \$56,620. The total project cost for the revised scope of services shall not exceed amount of \$81,120.
2. CONSULTANT SERVICES. That the scope of services of the Agreement would be amended to extend the agreement for twelve (12) additional months.
3. TERM. The term of this Agreement shall be extended from April 30, 2019 to April 30, 2020, or when the work is satisfactory completed, whichever occurs first, or unless extended by a supplemental amendment.
4. PROVISIONS OF AGREEMENT. All other terms, conditions, and provisions of the Agreement to the extent not modified by this Amendment, shall remain in full force and effect.

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

“CITY”
City of South Pasadena

“Consultant”
Wildan Engineering, Incorporated

By: [Signature]
Signature

By: [Signature]
Signature

Printed: Stephanie DeWolfe

Printed: Patrick Johnson

Title: City Manager

Title: Director - Building & Safety

Date: 10/09/2019

Date: October 4, 2019

Attest:

By: [Signature] Maria E. Ayala,
for: Evelyn G. Zneimer, City Clerk Chief City Clerk

Date: 10/22/19

Approved as to form:

By: [Signature]
Teresa L. Highsmith, City Attorney

Date: 10/8/19



City Council Agenda Report

ITEM NO. 10

DATE: June 2, 2021

FROM: Sean Joyce, Interim City Manager

VIA: Elaine Aguilar, Interim Assistant City Manager

SUBJECT: **Contract Extension for Financial Audit Services with Rogers Anderson Malody & Scott LLP**

Recommendation

It is recommended that the City Council authorize the City Manager to execute a three-year contract extension with Rogers, Anderson, Malody & Scott, LLP, in a form approved by the City Attorney, for audit services for three fiscal years from 2021 to 2023, in the amount of \$133,200 for the three year contract term.

Discussion / Analysis

The City's current financial audit contract expires at the conclusion of the Fiscal Year 2020 Audit. The current agreement was for a 3-year period and provided services for the FY 2018 to FY 2020 Audit.

On May 3, staff solicited proposals from auditing firms, with a proposal due date of May 24, 2021. Proposals were mailed to twenty-one audit firms, and staff also put a bid notice on "Planet Bids." At the conclusion of the proposal submittal period, only the City's current auditor submitted a proposal. Staff received indication from a few auditing firms that did not submit proposals that the firms were neither soliciting nor accepting new clients at this time, while one firm indicated it did it failed to note the proposal due date and missed the deadline.

Alternatives

1. The City Council could extend the contract for 3-years.
2. The City Council could extend the contract for a period of time less than 3 years; it would be necessary to confer with the firm to determine whether the bid cost would change.
3. The City Council could reject the bid and direct staff to re-bid. This alternative is not recommended, as it will delay the completion of the FY 2021 audit.

Background

It is recommended that the City Council extend the contract with Rogers Anderson Malody, Scott, LLP for 3-years. This will allow staff and the auditors to immediately proceed with the FY 2021 Audit, at the conclusion of the FY 2020 Audit. The FY 2020 Audit is currently underway and is anticipated to be completed by July 31. A delay in commencing with the FY 2021 Audit will delay

Contract Extension – Financial Audit Services

June 2, 2021

Page 2 of 2

the completion of the audit and thus delay providing the audit information to State and other agencies. (The City has received notice from the State Controller's office of delinquency in providing the FY 2020 audit information. In addition, the bond agencies have also requested FY 2020 Audit information.) Staff is diligently attempting to get audits completed on time and end the cycle of late audit reports.

Staff recommends extending the contract with Rogers, Anderson, Malody & Scott, LLP as the firm is experienced with South Pasadena and possesses extensive auditing experience with public agencies similar to the City of South Pasadena. Additionally, the City has a restrictive time frame with regard to the completion of the FY 2021 audit and this firm has confirmed that it is able to meet the City's required timeline.

While there are no specific regulations requiring a city to change auditors, Assembly Bill 1345 added section 12410.6.(b) to Government Code regarding auditor rotation requirements of public accounting firms providing audit services to local agencies.

Government Code section 12410.6.(b) indicates that commencing with the 2013-14 fiscal year, a local agency shall not employ a public accounting firm to provide audit services to a local agency if the lead audit partner or coordinating audit partner having primary responsibility for the audit, or the audit partner responsible for reviewing the audit, has performed audit services for that local agency for six consecutive fiscal years. For purposes of calculating the six consecutive fiscal years, the local agency shall not take into account any time that a public accounting firm was employed by that local agency prior to the 2013-14 fiscal year. The Controller may waive this requirement if he or she finds that another eligible public accounting firm is not available to perform the audit.

South Pasadena will be in compliance with the requirement if the contract is extended.

Next Steps

Upon approval of the contract, the city staff will begin working with Rogers, Anderson, Malody & Scott staff to start the audit process for the 2020-21 Audit, almost immediately upon completion of the FY 2019-2020 Audit.

Commission Review

This matter was not reviewed by a Commission.

Legal Review

The City Attorney has reviewed this item.

Contract Extension – Financial Audit Services
 June 2, 2021
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Fiscal Impact

The proposed contract is for three years, listed as follows, for a total not-to-exceed cost of \$133,200. (The previous three-year contract cost was bid at \$135,650.)

FY 2020-21	Fiscal Year 2021-22	Fiscal Year 2022-23
\$43,700	\$44,400	\$45,100

Sufficient funds are included in the FY 2021 and sufficient funds will be budgeted in the FY 22 and FY 23 Budgets.

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: Proposal prepared by Rogers Anderson Malody & Scott, LLP



ROGERS, ANDERSON, MALODY & SCOTT, LLP
CERTIFIED PUBLIC ACCOUNTANTS, SINCE 1948

MAY 24, 2021

CITY OF SOUTH PASADENA

PROPOSAL FOR PROFESSIONAL AUDITING SERVICES
FOR THE FISCAL YEARS ENDING JUNE 30, 2021, 2022 AND 2023
(WITH AN OPTION OF THE SUBSEQUENT TWO FISCAL YEARS)

CONTACT PERSONS:
TERRY P. SHEA, CPA
Terry@ramscpa.net

SCOTT W. MANNO, CPA, CGMA
smanno@ramscpa.net

909.889.0871

PREPARED BY
ROGERS ANDERSON MALODY & SCOTT, LLP
735 E Carnegie Drive, Suite 100
San Bernardino, CA 92408

LICENSE #2596
FEIN 95-2662063

CITY OF SOUTH PASADENA

PROPOSAL FOR PROFESSIONAL AUDITING SERVICES

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May 24, 2021

City of South Pasadena
1414 Mission Street
South Pasadena, CA 91030

PARTNERS

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Terry P. Shea, CPA
Scott W. Manno, CPA, CGMA
Leena Shanbhag, CPA, MST, CGMA
Bradferd A. Welebir, CPA, MBA, CGMA
Jenny W. Liu, CPA, MST

MANAGERS / STAFF

Charles De Simoni, CPA
Gardenya Duran, CPA, CGMA
Brianna Schultz, CPA
Jingjie Wu, CPA
Evelyn Morentin-Barcena, CPA
Veronica Hernandez, CPA
Tara R. Thorp, CPA, MSA
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Louis Fernandez, CPA
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John Maldonado, CPA, MSA
Thao Le, CPA, MBA
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MEMBERS

American Institute of
Certified Public Accountants

*PCPS The AICPA Alliance
for CPA Firms*

*Governmental Audit
Quality Center*

*Employee Benefit Plan
Audit Quality Center*

California Society of
Certified Public Accountants

Dear Evaluation Committee:

I am pleased to respond, on behalf of Rogers, Anderson, Malody & Scott, LLP, (RAMS) to your request for a proposal regarding professional auditing services. As a recognized industry leader and innovator, our goal for the past 73 years has been to provide honest, objective and high-quality results to all of our clients, including governmental organizations such as yours. Our success in these efforts is witnessed by both the growth of our firm and the list of long-term clients who trust us.

At RAMS, we are committed to achieving the highest quality audit possible. We understand the complexity of performing governmental audits and that is why we have a *dedicated team of auditors* that possess the specialized knowledge and experience to help ensure compliance with changes in regulations that may impact your organization. We plan and execute our audits in a way that maximizes audit efficiency and effectiveness and provides you the highest quality services.

We are aware that the City of South Pasadena (the City) will be reviewing other proposals during this process, but we believe that RAMS would be an exceptional choice for the audit for the following reasons: which are provided in more detail in our proposal. Our firm:

- Utilizes *Teammate Analytics*, a suite of more than 150 Computer Aided Audit Tools (CAATs). This software empowers our audit teams with the ability to perform powerful, meaningful data analysis which builds upon our other value-added services. *Teammate Analytics* also helps to identify specific transactions or amounts which may be indicative of fraud.
- Provides auditing services to over 50 governmental agencies and not-for-profit organizations, including over 20 cities, most of which have enterprise activities.
- Understands the audit process can be a stressful experience for you and your staff; we understand that you will have other commitments and your regular workloads during the audit. We make every effort to ensure the audit process, from the interim fieldwork to the preparation of any required financial reports, will be as trouble-free as possible for you and your staff. We accomplish this by comprehensively planning the audit and utilizing our staff in the most efficient and effective manner while keeping disruptions and miscommunications to a minimum.



- Has an established reputation in the governmental and not-for-profit accounting and auditing community for providing excellent, timely service with high quality reporting to our clients.
- Has audit team members that are personable and easy to work with, yet still focused on the audit. Through open and responsive communication with all parties involved in the audit process, we work to have the most efficient audit possible by minimizing operational distractions of your staff, while maximizing quality service and products.
- Provides extensive training and continuing education to all of our audit staff through a combined use of in-house instruction and third-party providers. Our audit team members are experienced with and receive regular training in performing Single Audits in accordance with Federal OMB Uniform Guidance.
- Is committed to helping you meet all reporting/auditing deadlines, resolving any issues encountered during your audit (e.g., accounting or auditing, new pronouncements, etc.), and providing you with quality audit services.
- Has an extensive internal quality control review process to ensure your financial reports meet the highest standards. In addition to the preparation of financial reports by the engagement team and review by the engagement manager, *each report is also examined by 2 partners and 1 professional proofreader.*
- Has assisted many of our clients with the preparation of their Annual Comprehensive Financial Reports, and all of our clients that have submitted their reports for the Government Finance Officers Association (GFOA) or California Society of Municipal Finance Officers (CSMFO) awards have received the awards. Our participation as a GFOA reviewer also indirectly benefits our clients in the quality review process.
- Is a full service firm, with specialists in auditing, reviews and compilations, tax planning and preparation, as well as business consulting. The diverse experience and accessibility of the professionals in these areas help us to provide a comprehensive approach to a wide variety of needs.
- Believes that our fee estimates and arrangement provides a fair and reasonable cost, commensurate with the experience of the audit team members, to perform the requested audit services.

Rogers, Anderson, Malody & Scott, LLP is properly licensed to practice in California, including all of the assigned professional staff to the engagement. Mr. Shea, Partner and Mr. Manno, Partner are authorized to represent the firm, are empowered to submit the bid and authorized to sign a contract with the City. We understand the work to be done as listed in the section of this proposal titled *Scope of Services*. In addition, we will be committed to meeting any agreed upon time frames. This proposal is a firm and irrevocable offer for ninety (90) days. We are independent with respect to the City. We are an equal opportunity employer.

We can be reached at: 735 E. Carnegie Drive, Suite 100, San Bernardino, CA 92408, (909) 889-0871, terry@ramscpa.net or smanno@ramscpa.net.

Thank you for the opportunity to present our proposal to the City. We will be committed to exceeding your expectations of an auditor and believe this proposal provides you with information about our firm, the service team members and our customized audit approach. We look forward to having a long and mutually beneficial relationship with the City. Please contact us if you have any questions regarding this proposal.

Respectfully yours,

ROGERS, ANDERSON, MALODY & SCOTT, LLP



Terry P. Shea, CPA
Partner

CITY OF SOUTH PASADENA

PROPOSAL FOR PROFESSIONAL AUDITING SERVICES

Independence

Rogers, Anderson, Malody & Scott, LLP is independent of the City and any component units, as defined by general standard number two of the generally accepted auditing standards, and by the second general standard for government auditing in the U.S. Government Accountability Office's *Government Auditing Standards* (2018).

License to practice in California

Rogers, Anderson, Malody & Scott, LLP is licensed to practice in the State of California. The key professional staff, which includes the partners, managers, and supervisors, are all certified public accountants licensed to practice in the State of California and are in compliance with all applicable Board of Accountancy standards.

Firm qualifications and experience

About our firm



Our firm was founded in 1948 and is located at 735 E. Carnegie Drive, Suite 100, San Bernardino, California and provides the full range of services expected of a full service accounting firm. We are one of the oldest, most trusted and respected CPA firms in Southern California, with over 73 years of public practice experience, specializing in governmental agency and not-for-profit organization auditing, accounting and management advisory services. Over *nineteen thousand hours per year* are devoted to this area of our practice, which includes cities, redevelopment successor agencies, water districts, other special districts, not-for-profit corporations and joint power authorities. We

do not use our government accounting and auditing practice as “fill work” for the firm, it is one of our primary focuses.

We understand your desire to engage auditors that have a thorough understanding of the ever-changing complex accounting and compliance issues confronting governments today. Our firm has an extensive history of governmental accounting and auditing. During that time, we have gained valuable experience, acquired an in-depth knowledge of, and obtained the technical expertise needed to perform high quality governmental audits. This expertise has enabled us to provide exceptional, high quality service and to provide solutions at fees we feel represent our value to our clients. In addition, we use our participation in various industry associations to continuously update our knowledge with respect to issues relating to governmental accounting, auditing, and operations. Any insight we gain is immediately passed on to our clients if we feel they will benefit from it.

CITY OF SOUTH PASADENA

PROPOSAL FOR PROFESSIONAL AUDITING SERVICES

Firm qualifications and experience (continued)

Our firm has a total staff of thirty-six people, which includes eighteen certified public accountants. The staff consists of six partners, three managers, thirteen supervisors/senior accountants, nine staff accountants and five support staff. The audit staff consists of twenty members who devote over 80% of their time to municipal engagements. The engagement team assigned to the City's engagement will consist of the following full-time staff: one audit partner, one audit manager, one audit supervisor/senior and three staff auditors. All personnel are located in our San Bernardino office.

ACFR preparation

We have extensive experience in the preparation of Annual Comprehensive Financial Reports (ACFR). For the fiscal years ended June 30, 2018 and 2019, our staff prepared over 20 ACFR's, with each entity receiving the Certificate of Achievement for Excellence in Financial Reporting from the GFOA. For the fiscal year ended June 30, 2020, again, our staff prepared over 20 ACFR's for our clients for submittal to the GFOA. In addition, we have helped many cities and special districts develop their first year's report for submittal. Two of our audit partners and one of our managers are technical reviewers for the GFOA ACFR award program. **In addition, we review all the ACFR's for compliance with the GFOA certificate program checklist as well as addressing any prior year comments, if applicable, to ensure they have been addressed.**

Housing Authority and Successor Agency experience

Over the past five fiscal years, the firm has audited the Housing Authorities and Successor Agencies for the following entities:

City of South Pasadena	City of San Bernardino
City of Thousand Oaks	City of La Verne
City of San Marcos	City of San Jacinto
City of Moorpark	City of Twentynine Palms
City of Fillmore	City of La Mesa
City of Sierra Madre	City of Rosemead
City of El Cajon	City of Hawthorne
Town of Yucca Valley	City of West Covina
City of Poway	City of Claremont

Single audit experience

Most of our city clients, and some of our other governmental and not-for-profit clients, have been subject to an audit in accordance with *Uniform Guidance*. We recently performed single audits for the following entities:

City of Thousand Oaks	City of La Mesa
City of El Cajon	City of Claremont
City of San Marcos	City of West Covina
City of Poway	City of Twentynine Palms
City of Fillmore	University Enterprises Corporation at CSUSB
City of Rosemead	Elsinore Valley Municipal Water District
City of Hawthorne	City of La Verne

CITY OF SOUTH PASADENA

PROPOSAL FOR PROFESSIONAL AUDITING SERVICES

Firm qualifications and experience (continued)

Governmental Audit Quality Center

As a member of the American Institute of CPAs *Governmental Audit Quality Center* (Center), we are committed to adhering to the highest quality standards by voluntarily agreeing to the Center membership requirements, which include designating a partner responsible for the quality of our governmental and not-for-profit audit practice, establishing quality control programs, performing annual internal inspection procedures, and making our peer review report findings publicly available. At RAMS, our goal is to continue to enhance our quality initiatives within our governmental and not-for-profit audit practice to deliver the highest quality audit services possible.

In addition, the *Governmental Audit Quality Center* provides access to comprehensive resources that will assist us in further enhancing the quality of your audit. The Center membership provides us with timely information on a variety of technical, legislative and regulatory subjects that we can in turn apply to your audit to help ensure compliance with the appropriate standards and changes in regulations which we pass on to our clients.

Range of services

Our firm provides various other services in addition to auditing services to governmental and not-for-profit entities, including:



- Finance director and accounting support services
- Study and evaluation of financial condition and fiscal policies
- Transient Occupancy Tax Agreed Upon Procedures
- Franchise (refuse, cable) Agreed Upon Procedures
- Accounting policies and procedures
- Capital improvement program procedures and policies
- Cash management studies
- Financing and public bond offering assistance
- Franchise agreement assistance (ambulance, cable, television, refuse, etc.)

In addition, the firm provides accounting, auditing, attest and consulting services to for profit and not-for-profit entities. We also provide tax preparation and tax consulting services to individuals, corporations and partnerships. **We provide our municipal audit clients tax consultation at no extra charge.**

Engagement quality control

We have an extensive internal quality control review process to ensure your audit meets the highest standards. In addition to the preparation of financial reports by a senior member of the engagement team, each report is reviewed by the engagement manager/supervisor and then is examined by the engagement partner. Subsequently, a technical review is then performed by the Quality Control partner along with being proofread by a professional staff. In addition, all audit workpapers are reviewed by the in-charge auditor and the partner in-charge of the engagement.

See Attachment A for a listing of our current and recent governmental clients served.

CITY OF SOUTH PASADENA

PROPOSAL FOR PROFESSIONAL AUDITING SERVICES

Firm qualifications and experience (continued)

External quality control review

As a member of the AICPA Private Companies Practice Section, our firm has participated in the "Peer Review" program since 1993 and has been examined every three years since that date by an outside, independent firm of certified public accountants. Participation in this program ensures that our engagements, firm policies, and audit procedures meet the standards of the AICPA, the Yellow Book and the California State Board of Accountancy. Throughout our participation in this program, the firm has received pass ratings from the peer reviewers. The latest review below included reviews of specific governmental entities.

During the latest review, an independent firm reviewed our policies and procedures and then inspected a representative sample of engagement workpapers and reports, including governmental entities and engagements subject to the *Uniform Guidance*. For the year ended November 30, 2017, our firm received a rating of *pass* which indicates our auditing practice is suitably designed and complied with to provide reasonable assurance of performing and reporting in conformity with applicable standards. The results provide confirmation that the custom audit approach and procedures we use are technically sound and in compliance with applicable standards.

The firm is not aware of any federal or state desk reviews or field reviews of its audits during the last three years.

Disciplinary action

The firm **has never** had any disciplinary action taken or pending against it with state regulatory bodies or professional organizations, nor has it ever had any pending or settled litigation, civil or criminal investigations.

Our firm does not have a record of substandard work.

In addition to the external quality control review, our firm performs in-house peer reviews over our audit and attest engagements annually.

Equal Opportunity Employer

Our firm is an equal opportunity employer and is committed to providing employment opportunities to all qualified persons regardless of race, color, sex, religion, national origin or handicap. Our staff represents a wide range of cultures and ethnic backgrounds. We provide opportunities for advancement for all staff based on ability, skill and desire to advance.

Grant Bennett Associates

A PROFESSIONAL CORPORATION

Report on the Firm's System of Quality Control

May 15, 2018

To the Partners of Rogers, Anderson, Malody & Scott, LLP and the Peer Review Committee of the California Society of CPAs:

We have reviewed the system of quality control for the accounting and auditing practice of Rogers, Anderson, Malody & Scott, LLP (the firm) in effect for the year ended November 30, 2017. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including a compliance audit under the Single Audit Act and an audit of an employee benefit plan.

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Rogers, Anderson, Malody & Scott, LLP in effect for the year ended November 30, 2017, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Rogers, Anderson, Malody & Scott, LLP has received a peer review rating of *pass*.

Grant Bennett Associates

GRANT BENNETT ASSOCIATES
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Certified Public Accountants



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CITY OF SOUTH PASADENA

PROPOSAL FOR PROFESSIONAL AUDITING SERVICES

Partner, supervisory and staff qualifications

The quality of service you receive is dependent on the capabilities of the individuals assigned to the engagement, and the manner in which those personnel resources are organized to efficiently focus their abilities on providing you with the requested audit services. These professionals are highly trained and knowledgeable and have a thorough understanding of the environment in which governmental and not-for-profit entities operate. This experience is a critical component in providing the City with an effective and efficient audit.

Our engagement team will provide significant experience coupled with an extensive, practical understanding of governmental and not-for-profit accounting and auditing along with a broad business perspective. Each member will have access to a wide range of technical resources and knowledge bases which will enable them to provide the City with practical observations and effective solutions.



CITY OF SOUTH PASADENA

PROPOSAL FOR PROFESSIONAL AUDITING SERVICES

Partner, supervisory and staff qualifications (continued)

Partner and supervisory staff involvement

All partners and supervisory staff are working professionals and are actively and continually involved in all aspects of their engagements. We believe that partner and supervisory staff involvement in all areas of the audit is a key aspect of the overall audit process. This involvement includes being on-site for interim and year-end fieldwork, thus facilitating a proper, efficient and effective audit, with minimal disruption of your staff. In addition, the time spent on-site by the partners and supervisory staff ensures they gain an understanding of the entire City's accounting processes and procedures. This understanding will enable them to evaluate and develop opportunities for efficiency as well as offer practical and functional advice for improving your accounting processes and procedures.

All professionals on this engagement have worked on audits similar in nature to the City's, therefore, the City will not have to train our engagement team.

Staff continuity

Continuity of audit staff is a principal concern with our firm. In order to retain our staff, we offer extremely competitive wages, opportunities for advancement, generous medical packages, a retirement plan, bonus opportunities, as well as educational benefits. Even with the benefits we provide, we realize we may lose staff at any given time. Knowing this, we plan to provide staff continuity from year to year, which is in the best interest of the City and our firm. Continuity ensures an orderly, efficient, and less disruptive audit experience. Since we cannot guarantee staff will remain with us, principal supervisory and management staff, including engagement partners, managers, other supervisory staff, and specialists, may be changed if those personnel leave the firm or are promoted. **However, the City reserves the right to accept or reject replacements.**

We believe that due to the significant involvement of the partners on all of our engagements, any staff transition would have a minimal effect on the audit efficiency and effectiveness of subsequent years.

Continuing professional education

Our team of auditor specialists stays current in this highly technical practice area by adhering to, and typically exceeding, the continuing professional education requirements of *Government Auditing Standards* as well as the State Board of Accountancy guidelines. All professionals at our firm participate in continuing professional education (CPE) programs, which are sponsored by various organizations including the Government Finance Officers Association, the American Institute of Certified Public Accountants, the California State Society of Certified Public Accountants, the California Society of Municipal Finance Officers and the Association of Government Accountants. Participation in these programs helps us to ensure that our clients are serviced with the best trained and most proficient government and not-for-profit auditors and accountants available. In addition, we periodically provide in-house training taught by our partners and senior level staff using published resources. All staff are required to attend fraud and ethics training. It is our goal to provide our professional staff continuing education which exceeds the minimum standard of 80 hours over two years.

In accordance with our firm's Quality Control document and *Government Auditing Standards (GAS)*, all staff members who work on audits subject to GAS are required to complete CPE in accordance with GAS standards which require 24 hours directly related to governmental accounting and auditing.

In addition to the required CPE, we also use the following to increase our technical knowledge: view the Governmental Audit Quality Center Annual Webcast Update and other relevant seminars and review monthly publications from the AICPA, the GFOA, and various other resources. We also attend conferences and seminars sponsored by the GFOA, California Society of Municipal Finance Officers and the California Special District Association.

CITY OF SOUTH PASADENA

PROPOSAL FOR PROFESSIONAL AUDITING SERVICES

Partner, supervisory and staff qualifications (continued)

Assigned personnel

It is our goal to provide you with capable, competent, and personable individuals who offer an extensive background, not only in governmental and not-for-profit accounting and auditing, but also in general business practices. We offer practical solutions, as well as provide technical support. This enables you to stay at the forefront of governmental and not-for-profit accounting and provides you with the support you need in dealing with the complex issues confronting entities such as yours.

In addition, our engagement team has the managerial and supervisory experience to provide the City with a comprehensive audit of the highest quality, while still focusing on personal service. The resumes of the key engagement personnel assigned to the audit are presented near the end of this proposal. The following individuals will be assigned to the engagement for the entire contract period:

Terry P. Shea, CPA - Partner, Engagement Partner

Terry is a municipal audit partner with the firm and will be the engagement partner. He is licensed to practice as a certified public accountant in the State of California. He has been in public accounting for 40 years specializing in serving local governments such as yours. As the engagement partner, he will be responsible for overall engagement quality, as well as ensuring that the engagement is performed in the most effective and efficient manner. Terry will directly oversee all engagement staff while assisting in planning and performing the engagement as well as reviewing all work-papers prepared during the engagement, in addition to all required reports. Terry is a working partner and will be actively and continually involved in all aspects of the engagement.

Brad A. Welebir, CPA, CGMA, MBA - Partner, Concurring Partner

Brad is also a municipal audit partner with the firm. He is licensed to practice as a certified public accountant in the State of California. Brad has over 17 years of public accounting experience and has provided accounting, auditing, and consulting services for municipalities, special districts, water agencies, and various not-for-profit organizations. As the concurring partner, Brad will work directly with Terry in planning and performing the engagement. In addition, he will provide technical consultation for the engagement team. Brad is a reviewer in the GFOA Certificate of Achievement for Excellence in Financial Reporting program.

Scott Manno, CPA, CGMA - Partner, Quality Control Reviewer

Scott will be the Quality Control Reviewer. He is licensed to practice as a certified public accountant in the State of California. He has over 25 years of practical, governmental accounting and auditing experience. Scott will be responsible for the final quality control review of all released reports. Scott is a reviewer in the GFOA Certificate of Achievement for Excellence in Financial Reporting program.

Brianna Schultz, CPA, CGMA - Engagement Manager

Brianna is a manager with the firm and is licensed to practice as a certified public accountant in the State of California. Brianna has over 11 years of experience in providing accounting and auditing services for municipalities, special districts and various nonprofit organizations. As the engagement manager, she will work directly with the audit in-charge and partner, while supervising the engagement team during all phases of the engagement. In conjunction with the audit in-charge, she will also oversee the preparation of any required reports.

CITY OF SOUTH PASADENA

PROPOSAL FOR PROFESSIONAL AUDITING SERVICES

Partner, supervisory and staff qualifications (continued)

Evelyn Morentin-Barcena, CPA - Audit Supervisor

Evelyn is an Audit Supervisor with the firm. She is licensed to practice as a certified public accountant in the State of California. Evelyn has over 5 years of experience in providing accounting and auditing services for municipalities, special districts and various nonprofit organizations. As an audit supervisor, she will work closely with the engagement partner and manager and be responsible for planning the audit, supervising the staff assigned to the engagement, and performing reviews of all work-papers prepared for the engagement. In addition, she will also be responsible for the preparation of any required reports.

Staff level accountants

All staff employed by us and working on governmental audits are qualified to perform governmental audits. Each staff member is encouraged to take on increased responsibility for engagements previously worked on. This enables our staff to grow on each engagement and allows them to continue to gain the skills and knowledge required to perform the audits.

In summary, we want to emphasize the credentials of the above professionals who will be directly responsible for the quality of service that you will receive. Additionally, our audit team has another attribute that is very important, even though it is intangible -- the professionals assigned to the audits have previously worked together as a multi-disciplined team, thus ensuring a smooth, efficient and effective audit. We are committed to allocating the necessary resources to ensure that we provide continuity of personnel throughout the term of our relationship with the City.

See Attachment B for full engagement team resumes.

CITY OF SOUTH PASADENA

PROPOSAL FOR PROFESSIONAL AUDITING SERVICES

Similar engagements with other governmental entities

Current municipal clients

Entity:	City of Claremont
Scope of work:	Financial Audit/ACFR*/Successor Agency
Date:	Year ending June 30, 2016 - present
Engagement partner:	Mr. Brad Welebir
Total hours:	Approximately 400 hours
Contact person:	Mr. Adam Pirrie, Finance Director, (909) 399-5328
Entity:	City of Sierra Madre
Scope of work:	Financial Audit/ACFR*/Successor Agency
Date:	Year ending June 30, 2012 - present
Engagement partner:	Mr. Scott Manno
Total hours:	Approximately 320 hours
Contact person:	Ms. Hillary Guirola-Leon, Finance Director, (626) 355-7135
Entity:	City of Rolling Hills Estates
Scope of work:	Financial Audit/ACFR*
Date:	Year ending June 30, 2019 - present
Engagement partner:	Mr. Scott Manno
Total hours:	Approximately 300 hours
Contact person:	Mr. Mike Whitehead, Administrative Services Director, (310) 377-1577
Entity:	City of Aliso Viejo
Scope of work:	Financial Audit/ACFR*/Single Audit
Date:	Year ending June 30, 2016 - present
Engagement partner:	Mr. Terry Shea
Total hours:	Approximately 300 hours
Contact person:	Ms. Gina Tharani, Finance Director, (949) 425-2520
Entity:	City of La Verne
Scope of work:	Financial Audit/ACFR*/Successor Agency
Date:	Year ending June 30, 2011 - present
Engagement partner:	Mr. Brad Welebir/Terry Shea
Total hours:	Approximately 300 hours each year
Contact person:	Ms. Christy Lopez, Accounting Manager, (909) 596-8752

* = received GFOA/CSMFO award.

See Attachment A for a listing of current and recent government clients served.

CITY OF SOUTH PASADENA

PROPOSAL FOR PROFESSIONAL AUDITING SERVICES

Similar engagements with other governmental entities

Former municipal clients

Entity: *City of Poway*
Scope of work: Financial Audit/ACFR*/Successor Agency/Single Audit
Date: Year ending June 30, 2014 - 2018
Engagement partner: Mr. Terry Shea
Total hours: Approximately 450 hours
Contact person: Ms. Stacy Tang, Finance Manager, (858) 668-4426

Entity: *City of Capitola*
Scope of work: Financial Audit/ACFR*/Successor Agency
Date: Years ending June 30, 2012 - 2018
Engagement partner: Mr. Terry Shea
Total hours: Approximately 300 hours each year
Contact person: Mr. Jim Malberg, Finance Director, (831) 475-7300

Entity: *City of West Covina*
Scope of work: Financial Audit/ACFR/Successor Agency/Single Audit
Date: Years ending June 30, 2016 - 2020
Engagement partner: Mr. Terry Shea
Total hours: Approximately 450 hours each year
Contact person: Ms. Robbeyn Bird, Finance Director, (626) 939-8463

Entity: *City of Fillmore*
Scope of work: Financial Audit/ACFR/Successor Agency/Single Audit
Date: Years ending June 30, 2008 - 2018
Engagement partner: Mr. Terry Shea
Total hours: Approximately 400 hours each year
Contact person: Mr. Roel Briones #, Finance Director, (805) 727-4201

Entity: *City of Redondo Beach*
Scope of work: Financial Audit/ACFR/Successor Agency/Single Audit
Date: Years ending June 30, 2012 - 2016
Engagement partner: Mr. Terry Shea
Total hours: Approximately 400 hours each year
Contact person: Ms. Marnie Ruhland, Finance Director, (310) 318-0683

CITY OF SOUTH PASADENA

PROPOSAL FOR PROFESSIONAL AUDITING SERVICES

Specific audit approach

Scope of services

The City desires the auditor to express an opinion on the fair presentation of its basic financial statements based on our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller of the United States. We will also apply limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America. We understand the City participates and has been a recipient of the Government Finance Officers Association (GFOA) Certificate of Achievement Award for Excellence in Financial Reporting. We will perform the following tasks:

1. Perform an audit of all the funds of the City.
2. The City's ACFR will be prepared and processed by the firm. The ACFR will be in full compliance with Generally Accepted Accounting Principles established by Governmental Accounting Standards Board (GASB). We will render or auditor's opinions on the basic financial statements which will include both the Government-Wide and Fund Financial Statements. We will apply limited audit procedures to Management's Discussion and Analysis (MD&A) and all required supplementary information. We understand the City will be responsible for preparing the introductory section, management discussion and analysis, and the statistical section of the ACFR.
3. We will perform, if required a single audit on the expenditures of federal grants in accordance with Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (OMB Uniform Guidance), and render the appropriate audit reports on Internal Control over Financial Reporting based upon the audit of the City's financial statements in accordance with *Government Auditing Standards* and the appropriate reports on compliance with Requirements Applicable to each Major Program, Internal Control over Compliance and on the Schedule of Expenditures of Federal Awards in Accordance with OMB Uniform Guidance.
4. Perform agreed-upon procedures pertaining to the City's GANN Limit (Appropriation Limit) and render a letter annually to the City regarding compliance.
5. We will be available throughout the contract period, to provide advice and guidance on financial reporting, implementation of new GASB pronouncements, and regulations affecting local government. The firm will designate the Audit Manager, who will be responsible for responding to City phone calls and emails.

Our audit(s) will be in accordance with:

- Generally Accepted Auditing Standards as promulgated by the American Institute of Certified Public Accountants, including requirements found in the new AICPA audit guide "Audits of State and Local Governments".
- *Government Auditing Standards* issued by the Comptroller of the United States of America.
- Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (OMB Uniform Guidance) Single Audit.

CITY OF SOUTH PASADENA

PROPOSAL FOR PROFESSIONAL AUDITING SERVICES

Specific audit approach (continued)

Following the completion of the audit of the fiscal year's financial statements, we will issue the following reports:

A report on the fair presentation of the financial statements in conformity with generally accepted accounting principles.

A report on the internal control structure based on the auditor's understanding of the control structure and assessment of control risk.

A report on procedures applied to appropriations limit worksheets.

A report on appropriate reports on compliance with Requirements Applicable to each Major Program, Internal Control over Compliance and on the Schedule of Expenditures of Federal Awards in Accordance with OMB Uniform Guidance.

In the required reports on internal controls, we will communicate any reportable conditions found during the audit. A reportable condition shall be defined as a significant deficiency in the design or operation of the internal control structure, which could adversely affect the organization's ability to record, process, summarize, and report financial data consistent with the assertions of management in the financial statements.

Non-reportable conditions discovered by the us will be reported in a separate letter to management, which will be referred to in the report on internal control.

All working papers and reports will be retained at our expense for minimum of seven years, unless we are notified in writing by the City of the need to extend the period. We will make them available to the City or any government agencies included in the audit of federal grants. We shall respond to reasonable inquiries of successor auditors and allow them to review significant work papers.

Make an immediate, written notification of all irregularities and illegal acts or indication of illegal acts of which we become aware to the following parties: City Council, City Manager, City Attorney and the Finance Director.

CITY OF SOUTH PASADENA

PROPOSAL FOR PROFESSIONAL AUDITING SERVICES

Specific audit approach (continued)

Engagement approach

Our engagement approach for your audit will be developed using established goals which will enable measurement of the audit process by the engagement partner and lead auditor. Our approach involves frequent communication between the partner and the engagement team to ensure that all audit objectives are achieved in accordance with our goals and that any issues which may arise are communicated and dealt with on a timely basis. Our overall knowledge and expertise in governmental accounting and auditing has allowed us to identify key audit and accounting risks in the government environment. More importantly, the approach provides for a complete reassessment of the management and control environment in each year's audit and thus is capable of responding to changes and will ensure that deadlines are met in issuing the annual financial statements.

Our engagement approach has been developed and refined over many years. The backbone of our approach revolves around the following six constants:

- **Knowledge and experience.** We have been auditing governmental entities like the City, both large and small, for over 73 years. This experience has allowed us to gain in-depth knowledge of the governmental environment which in turn allows us to perform a more efficient and effective audit and enables us to perform detailed risk assessment procedures. These risk assessment procedures allow us to identify significant audit risk areas within the City.
- **Oversight.** Professional judgment is not developed overnight. Our partners, managers and supervisors have been deeply involved in governmental audits on a continuous basis for most of their professional careers. By having direct partner and manager oversight, we are able to design audit strategies that result in effective and efficient audits.
- **Intelligent design.** As discussed later in our proposal, all of our audits are designed to be intelligent using our powerful audit software tools (Engagement and Teammate Analytics). This allows us to analyze large amounts of data in seconds increasing both efficiency and effectiveness on all engagements.
- **Timeliness.** Deadlines are not just “dates” to us, they are professional commitments. All required deadlines will be met.
- **Open communication.** Open lines of communication with all parties (the engagement team members and City Management and staff) throughout the audit process helps to eliminate “surprises.” Proper planning and proper use of experienced engagement personnel tend to provide for an effective and efficient audit process. Consequently, inefficiencies, disruptions, and lack of understanding are kept to a minimum.
- **Availability.** All engagement team members are available throughout the year for any questions or additional consultation. City staff will have direct access to the partner, manager and other supervisory staff at all times during the engagement, as well as subsequent to.
- **Cost effectiveness.** Our customized audit approach and procedures and our experienced auditors help to reduce your overall audit costs while still providing an effective audit and high quality reports.

CITY OF SOUTH PASADENA

PROPOSAL FOR PROFESSIONAL AUDITING SERVICES

Specific audit approach (continued)

As indicated in the next section of the proposal, the overall objective of the engagement with the City is to conduct an audit of the financial statements in accordance with required auditing standards and the expression of an opinion on those financial statements. Beyond that initial objective, we believe that our engagement approach provides certain other value added characteristics, at no additional cost, that will benefit the City over the long-term:

- All of our audits are designed to be performed in an efficient and effective way to minimize disruption to the office operations.
- We offer practical observations and recommendations relating to internal control issues, implementation of accounting standards and the policies and procedures regarding both.
- We identify opportunities for operating efficiencies which can be used to decrease operating costs of the City.

Audit approach and proposed audit segmentation

The following is a summary of the audit team's audit approach for the City's engagement. The audit will be divided into the following segments:

Segment 1 - Interim testing - planning, pre-audit administration and internal control testing

During this phase of the audit, our principal objectives will be to gather information about the City and its environment, including its internal control over financial reporting.

In order to achieve the desired objectives of this phase of the audit, we will:

- Meet with the City's staff in order to determine convenient dates in which we can begin our audit, and to discuss the assistance to be provided by the City's staff.
- Hold brainstorming sessions with engagement team members to discuss the susceptibility of the City's financial statements to material misstatement and fraud.
- Review and evaluate the City's accounting and reporting processes by reviewing the prior year's audit workpapers, any City-prepared documents such as budgets, in-house financial reports, policies and procedures manuals, minutes of council meetings, etc., and by using various analytical procedures. Analytical procedures will enhance our understanding of the City and will help us identify areas that may need further assessment and additional testing.
- Review and retain copies of any pertinent local, state and federal statutes, regulations, or charters that apply to the City.
- Evaluate the design of controls that are relevant to the audit by obtaining a thorough understanding of the City's internal controls over financial reporting and compliance by documenting key internal control components, utilizing questionnaires, walkthroughs, inquiring of the City's personnel, and observing and reviewing key supporting documentation (a more thorough explanation of this process is discussed later in the technical proposal).
- Test controls, if control risk is assessed below the maximum, by selecting a sample of transactions within the audit area being tested and reviewing supporting documentation, and evaluating the completeness of the documentation tested, as well as the adequacy of support and approvals as they appear on the support.
- Document and review with management, any findings noted during the testing of internal controls and provide a preliminary management letter that will include our recommendations for improving any weaknesses in operations. The letter will also include suggestions for improving the efficiency of the City's operations.

CITY OF SOUTH PASADENA

PROPOSAL FOR PROFESSIONAL AUDITING SERVICES

Specific audit approach (continued)

In addition, we will perform the following procedures related to IT General Controls that “touch” financial data:

- *Security access (including physical) controls:* evaluate the general system security settings and password parameters; evaluate the process for adding, deleting and changing security access; and evaluate the access capabilities of various types of users; evaluate access controls to networks and financial applications; evaluate access controls related to data files; and evaluate physical access to networks, servers, etc.
- *Computer operations:* Evaluate backup and recovery processes; and review processes of identifying and handling operational problems.
- *System development and system changes:* Evaluate processes related to system development and system changes (if applicable).
- *Application testing:* We will determine if the testing of application controls is deemed necessary based on our professional judgment in the planning stages of the engagement. If deemed appropriate, application control testing might consist of the following:
 - Interview key personnel, inquire of testing processes (quality assurance and end user testing) for application changes, review the chain of relevant documents (end user acceptance report);
 - Observe attempts to input incorrect data, determine who can override controls;
 - If table driven, determine who can change edits and tolerance levels;
 - Conduct tests based on user access rights;
 - Test access privileges for each sensitive function or transaction;
 - Review access rights that set and amend configurable approval and authorization limits;
 - Observe transmission reports and error reports;
 - Observe validity and completeness parameters and settings;
 - Review access to set and amend configurable parameters on file transfers; and
 - Review process for validation and test operation.

This phase of the engagement for the audit will be performed by the audit supervisor/senior and two staff accountants with direct supervision by the audit manager and partner.

Segment 2 - Year-end testing - substantive testing

During this phase of the audit, our principal objectives will be to assess the risk of material misstatement at the financial statement level and specific assertions, design overall responses to assessed risks and further audit procedures, perform substantive tests, as needed, and complete the audit and evaluate audit findings, if applicable.

In order to achieve the desired objectives of this phase of the audit, we will:

- Determine whether our testing supports the assessed level of risk initially assigned at the financial statement level and at the assertion level.
- Identify significant risks.
- Develop a detailed audit plan.

CITY OF SOUTH PASADENA

PROPOSAL FOR PROFESSIONAL AUDITING SERVICES

Specific audit approach (continued)

- Perform substantive tests of account balances, designed and modified specifically for the City's operations and assessed level of risk. Substantive procedures will consist of testing balance sheet accounts, revenues and expenditures accounts along with various analytical procedures as deemed necessary. In addition, various accounts may be confirmed with outside parties (cash, investments, etc.).

This phase of the engagement for the audit will be performed by the supervisor/senior and two staff accountants with direct supervision by the audit manager and partner.

Segment 3 - Reporting - report preparation/audit conclusion (workpaper review)

During this phase of the audit, our principal objectives will be to evaluate whether the financial statements, taken as a whole, are free from material misstatement and form an opinion(s) and issue our report.

In order to achieve the desired objectives of this phase of the audit, we will:

- Determine whether, based on our substantive testing and other procedures, the financial statements, taken as a whole, are free of material misstatement. This will provide the basis for our opinion(s).
- Review all audit workpapers to ensure that the audit was performed in accordance with the required standards (GAAS, GAGAS, etc.).
- Prepare drafts of all required reports by the agreed-upon dates.
- Conduct an independent review of the financial statement draft by the engagement's quality control partner.
- Issue all reports by the agreed-upon dates.

This phase of the engagement will be performed by the audit supervisor/senior and one staff accountant with direct supervision by the audit manager and partner. In addition, the engagement's quality control partner will perform a detailed quality control review of the financial statements.

The above procedures are a general list of procedures to be performed. After our initial review of the City and our detailed risk assessment, we will customize the engagement and gear it towards the needs of the City and the audit itself. In doing so, we will determine which procedures to perform relative to our risk assessment. All of our audits are customized to each entity, helping to ensure a complete, effective, and efficient audit. The foundation of the above approach is based on open communication coupled with a strong knowledge of the City's operations and detailed planning at the initial stages of the audit.

Our firm is dedicated to performing a timely audit engagement. Prior to the start of the audit, we will meet with City staff and decide on adequate timeframes, agreed upon by both the City and us, for the performance of the audit and the release of the financial statements. *We will dedicate the necessary resources to meet any agree upon time frames.*

CITY OF SOUTH PASADENA

PROPOSAL FOR PROFESSIONAL AUDITING SERVICES

Specific audit approach (continued)

Level of staff and approximate number of hours assigned to each segment:

Segment	Partner	Manager	Super./Senior	Staff	Total
Segment 1	8	10	50	53	121
Segment 2	14	16	80	70	180
Segment 3	18	14	70	17	119
Totals*	40	40	200	140	420

* = excludes Single Audit hours

Sample sizes

Our sample sizes will be determined in accordance with the AICPA's *Audit and Accounting Guide, Audit Sampling*, and will be selected using professional judgment as permitted by Statement on Auditing Standards. Our methods are designed to provide the most audit coverage without expending excess time. Our sample sizes will depend upon our preliminary assessment of control risk, our planned substantive testing and analytical procedures as well as our professional judgement.

We utilize our Computer Aided Audit Tools (CAAT) software, Teammate Analytics, to draw our audit samples. The software allows us to generate random samples, systematic samples, stratified samples, attributes samples as well as monetary unit samples (also called probability-proportional-to-size or dollar unit sampling).

Audit technology

We design our audits to be intelligent using our powerful audit software tools (Engagement and Teammate Analytics). This allows us to analyze large amounts of data in seconds. In addition, all audit team members are linked to each other using wireless connections (or a local router) which enables them to share information at an almost real-time speed. Below are benefits of our audit software:

- **We utilize Teammate Analytics, a suite of more than 150 dynamic Computer Aided Audit Tools (CAATs). Using data received directly from the Department, we can perform the following: search for duplicate checks, detect transactions occurring on holidays/weekends or during unusual hours, perform Benford's Law analysis, and identify instances when a vendor has issued multiple invoices with sequential references along with many other tests. The software empowers our audit teams with the ability to perform powerful, meaningful data analysis which will build upon our other value added services.**
- We can create our own analytical schedules allowing for easy analysis of current balances to prior year balance, current vs budget balance, thus reducing significant City staff time.
- Once your trial balances and financial statements are entered into our software, we are able to observe your statements in the field allowing us to notice any variances and address them at your office.
- We link the financial statement schedules directly to our audit software trial balances, and as a result, we can provide the City with fund financial statements almost immediately after importing the trial balances.
- We can provide the City with our audited trial balances which show the coding of the financial statement schedules for ease of review for City staff. These reports show each account coded to a specific financial statement line item/function as well as journal entries posted during the audit.

CITY OF SOUTH PASADENA

PROPOSAL FOR PROFESSIONAL AUDITING SERVICES

Specific audit approach (continued)

Analytical procedures

In order to properly utilize analytical procedures, industry background and knowledge are needed. With our firm's long history and qualified staff, we believe we have the necessary knowledge and experience to effectively apply analytical procedures. We will utilize analytical review procedures throughout our audit of the City. During the *interim* phase of our audit, we will compare current and prior year unadjusted balances to determine areas that may need additional analysis; we will also compare current year actual amounts to the City's annual budget. During the *final* phase of our audit, we will perform procedures similar to those mentioned above, as well as compare certain financial ratios for current and prior years. We will also conduct certain "reasonableness" tests. Any significant variances are investigated further through inquiry and other substantive testing as deemed necessary until resolved to our satisfaction. Finally, after we have completed our fieldwork, we will compare current and prior year audited balances, keeping in mind expected relationships obtained from our knowledge of the City and various other entities. In addition, we may choose to use various other analytical techniques such as trend analysis, etc.

Unlike other audit firms, we use analytical procedures to supplement our substantive testing, not supplant them.

Understanding of internal control over financial reporting

Our approach to obtaining an understanding of the City's internal control over financial reporting will be performed in accordance with professional standards as promulgated by the American Institute of Certified Public Accountants -- our understanding will include the *Control Environment, Risk Assessment, Control Activities, Information and Communication, and Monitoring*. We will use customized procedures which we have developed internally to evaluate your internal control systems. By combining our customized procedures and our detailed knowledge of the City and its environment, we will be able to provide constructive feedback in areas we feel need improvement. In addition to our customized procedures, we will also perform the following:

Control Environment. Through inquiry of the City's personnel, prompted by questionnaires, personal knowledge, and review of the minutes of the City's Council meetings, we will obtain an understanding of management's and the City Council's attitudes, awareness and actions concerning the control environment, focusing on the substance of the controls rather than their form.

Risk Assessment. Through inquiry of the City's personnel and the use of questionnaires, we will obtain sufficient knowledge of the City's risk assessment process to understand how management considers risks relevant to financial reporting objectives and decides upon actions to address those risks. This will include understanding how management identifies risks, estimates the significance of these risks, assesses the likelihood of their occurrence, and relates them to financial reporting.

Control Activities. Certain control procedures will be documented during our analysis of the control environment and the accounting system. However, many specific control procedures will still need to be documented that will focus primarily on the City's major transaction cycles. As mentioned above, we will test the City's control procedures on which we intend to rely on for safeguarding assets from unauthorized use or disposition and detecting/preventing unauthorized transactions. Any flow charts, organizational charts and any other manuals, programs, and financial and management information systems will be analyzed during this process.

CITY OF SOUTH PASADENA

PROPOSAL FOR PROFESSIONAL AUDITING SERVICES

Specific audit approach (continued)

Information and Communication. Through inquiry of the City's personnel, we will identify the major types of transactions engaged in by the City. We will become familiar with the treatment of those transactions, including how the transactions are initiated, the related accounting records, and the manner of processing the transactions. Finally, we will obtain an understanding of the City's financial reporting process used to prepare financial reports, including the approaches used in making accounting estimates and disclosures.

Monitoring. Through inquiry of the City's personnel and the use of questionnaires, we will obtain sufficient knowledge of the major types of activities the City uses to monitor internal control over financial reporting. We will also determine how those activities are used to initiate corrective actions.

Approach in determining applicable laws and regulations

We understand the importance of laws and regulations in planning an audit of a local government or not-for-profit entity and design all of our audits to ensure we test transactions for compliance. As part of our audit process, our audit team will obtain an understanding of the laws and regulations that will have a direct and material effect on the City's financial statements. In determining which laws and regulations are applicable to the City's financial statement audit, we will consult the following sources:

- AICPA Audit and Accounting Guide, *Audits of State and Local Governments*
- California Government Code (investments, GANN limit requirements, etc.)
- U.S. Government Accountability Office's *Government Auditing Standards* (The Yellow Book), 2011 Revision (for the 2021 audit we will follow the 2018 Revision)
- Applicable contracts/grants of the City
- *Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards* (OMB Uniform Guidance)

After consulting the applicable sources, we will design our audit to provide reasonable assurance of detecting material instances of noncompliance while continuing to refer back to the applicable compliance guideline to ensure changes in compliance are not missed.

Approach in drawing samples for compliance testing

Our approach to be taken in drawing audit samples for purposes of tests of compliance will depend on the number of transactions, the amounts of financial assistance provided (as applicable), and the City's internal controls over the respective programs. Our audits are designed to ensure we will select samples that will provide sufficient evidence of the City's compliance with the laws and regulations that will have a material effect on compliance with laws and regulations.

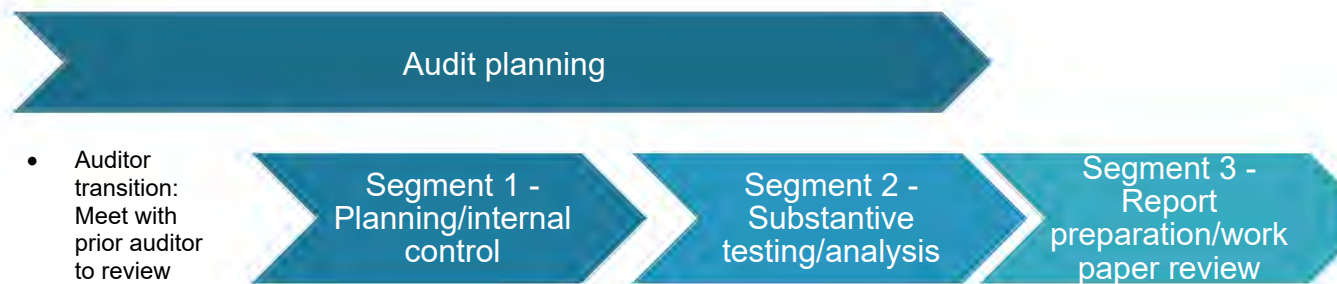
As previously mentioned, we utilize our CAAT software, *Teammate Analytics*, to draw our audit samples. The software allows us to pull random samples, systematic samples, stratified samples as well as monetary unit samples (also called probability-proportional-to-size or dollar unit sampling).

CITY OF SOUTH PASADENA

PROPOSAL FOR PROFESSIONAL AUDITING SERVICES

Specific audit approach (continued)

Proposed audit timing



- Auditor transition: Meet with prior auditor to review work papers.
- Entrance conference to meet with management for pre-audit planning.
- Preliminary risk assessment procedures.

Anticipated timing of each segment		
August	October/November	November/December
<ul style="list-style-type: none"> • Obtain an understanding of systems, internal controls, and current-year issues. • Assess and evaluate design and implementation of key internal controls (including IT related). • Perform tests of internal controls as needed. • Identify control deficiencies. • Perform detailed risk assessment procedures. • Draft internal control comment letter. • Develop detailed audit plan - provide management with a detailed listing of items needed to perform the audit, including the timing of when items are needed. 	<ul style="list-style-type: none"> • Perform substantive audit fieldwork. • Perform substantive analytical procedures. • Consider whether audit evidence is sufficient to form an opinion. • Conduct exit conference with management to discuss proposed entries, internal control issues, etc. 	<ul style="list-style-type: none"> • Determine whether, based on our substantive testing and other procedures, the financial statements, taken as a whole, are free of material misstatement. • Review all workpapers. • Evaluate financial statements and note disclosures. • Perform final analytical procedures. • Draft required reports. • Issue final required reports by or before agreed upon date. • Present to Council as needed.

CITY OF SOUTH PASADENA

PROPOSAL FOR PROFESSIONAL AUDITING SERVICES

Audit fees

Schedule of Professional Fees and Expenses

Service	2020-21	2021-22	2022-23
City Audit and Related Reports	\$ 38,000	\$ 38,500	\$ 39,000
Single Audit(1) and Related Reports	5,000	5,200	5,400
Gann Limit	700	700	700
Totals	\$ 43,700	\$ 44,400	\$ 45,100

Auditor's Standard Billing Rates

Position	2020-21	2021-22	2022-23
Partner	\$ 265	\$ 270	\$ 270
Manager	\$ 165	\$ 170	\$ 175
Supervisor/Senior Accountant	\$ 135	\$ 140	\$ 145
Staff Accountant	\$ 100	\$ 105	\$ 110
Clerical	\$ 50	\$ 50	\$ 50

(1) Fee for the first major program, each additional major program is \$4,000.

Proposed fees include all costs for meeting attendance including travel time. Fees for the fourth and fifth years will be increased by 2%.

RECENT GOVERNMENT CLIENTS SERVED

<u>Government Client</u>	<u>Years Served</u>		<u>CSMFO/ GFOA Awards</u>	<u>Successor Agency</u>	<u>Housing Authority</u>
City of El Cajon	06/30/07	to 06/30/20	Yes	Yes	Yes
City of Exeter	06/30/17	to 06/30/20			
City of Woodlake	06/30/17	to 06/30/20			
Town of Yucca Valley	06/30/08	to 06/30/20	Yes	Yes	Yes
City of La Verne	06/30/11	to 06/30/20	Yes	Yes	Yes
City of San Jacinto	06/30/11	to 06/30/20		Yes	Yes
City of Twentynine Palms	06/30/11	to 06/30/20	Yes	Yes	Yes
City of La Mesa	06/30/11	to 06/30/20		Yes	Yes
City of Menifee	06/30/14	to 06/30/20	Yes		
City of San Marcos	06/30/14	to 06/30/20	Yes	Yes	Yes
City of Redondo Beach	06/30/12	to 06/30/16	Yes	Yes	Yes
City of Loma Linda	06/30/13	to 06/30/20	Yes	Yes	Yes
City of Sierra Madre	06/30/12	to 06/30/20	Yes	Yes	Yes
Successor Agency to the County of SB	06/30/14	to 06/30/20			
City of Hawthorne	06/30/16	to 06/30/20	Yes	Yes	Yes
City of West Covina	06/30/16	to 06/30/20	Yes	Yes	Yes
City of Aliso Viejo	06/30/16	to 06/30/20	Yes	No	No
City of Claremont	06/30/16	to 06/30/20	Yes	Yes	Yes
City of Thousand Oaks	06/30/18	to 06/30/20	Yes	Yes	Yes
City of South Pasadena	06/30/18	to 06/30/20		Yes	Yes
City of Rolling Hills Estates	06/30/19	to 06/30/20			
City of Poway	06/30/14	to 06/30/19	Yes	Yes	Yes
City of Capitola	06/30/12	to 06/30/18	Yes	Yes	Yes
City of Fillmore	06/30/08	to 06/30/18	Yes	Yes	Yes
City of Chino	06/30/11	to 06/30/16	Yes	Yes	Yes
City of Rosemead	06/30/11	to 06/30/17	Yes	Yes	Yes
City of Moorpark	06/30/12	to 06/30/17	Yes	Yes	Yes
City of Calabasas	06/30/20		Yes	Yes	Yes
City of Lawndale	06/30/20		Yes	Yes	Yes
City of San Bernardino	06/30/20		Yes	Yes	Yes
Town of Windsor	06/30/19			Yes	Yes
City of Ojai	06/30/20			Yes	Yes
City of Moreno Valley	06/30/20		Yes	Yes	Yes
City of Beaumont	06/30/20			Yes	Yes
Crestline Village Water District	04/30/96	to 04/30/20			
Crestline-Lake Arrowhead Water	06/30/98	to 06/30/20			
San Bernardino Valley Muni Water District	06/30/04	to 06/30/20			
Elsinore Valley Municipal Water District	06/30/15	to 06/30/20	Yes		
Ventura Regional Sanitation District	06/30/07	to 06/30/19	Yes		
Saticoy Sanitary District	06/30/07	to 06/30/19			
Pine Cove Water District	06/30/10	to 06/30/20			
Western Municipal Water District	06/30/11	to 06/30/16	Yes		
WRCRWA	06/30/11	to 06/30/16			
Vista Irrigation District	06/30/11	to 06/30/16	Yes		
Idyllwild Water District	06/30/11	to 06/30/20			

RECENT GOVERNMENT CLIENTS SERVED (continued)

<u>Government Client</u>	<u>Years Served</u>	<u>CSMFO/ GFOA Awards</u>	<u>Successor Agency</u>	<u>Housing Authority</u>
Vallecitos Water District	06/30/15 to 06/30/18	Yes		
Big Bear Area Regional Wastewater	06/30/12 to 06/30/20	Yes		
Beaumont Basin Watermaster	06/30/13 to 06/30/19			
Mojave Water Agency	06/30/19 to 06/30/20			
Costa Mesa Sanitary District	06/30/15 to 06/30/17	Yes		
Beaumont Cherry Valley Water District	12/31/17 to 12/31/20	Yes		
United Water Conservation Agency	06/30/15 to 06/30/19	Yes		
Inland Empire Resource Cons. District	06/30/04 to 06/30/16			
Rosamond Community Services District	06/30/15 to 06/30/20			
Rossmoor Community Services District	06/30/05 to 06/30/20			
Rim of the World Park & Rec. District	06/30/06 to 06/30/20			
Ventura County Regional Energy	06/30/07 to 06/30/19			
Heartlands Communications Fac Auth	06/30/07 to 06/30/20			
Heartlands Fire Training Authority	06/30/07 to 06/30/20			
Consolidated Fire Agencies	06/30/14 to 06/30/20			
Riverside County Habitat Con. Agency	06/30/15 to 06/30/20			
Santa Ana Watershed Association	12/31/09 to 12/31/18			
Capistrano Bay Community Services District	06/30/13 to 06/30/20			
Ventura County Public Fin Authority	06/30/12 to 06/30/20			
Nipomo Community Services District	06/30/16 to 06/30/20	Yes		
SBIAA	06/30/17 to 06/30/20			
West Valley San Bernardino Water District	06/30/17 to 06/30/19			
WRCOG	06/30/17 to 06/30/20	Yes		
San Diego Workforce Partnership	06/30/16 to 06/30/20			
Rubidoux Community Services District	06/30/16 to 06/30/20			
CSUSB - Student Union	06/30/05 to 06/30/19			
CSUSB - Associated Students Inc.	06/30/10 to 06/30/19			
CSUSB - Philanthropic Foundation	06/30/11 to 06/30/19			
CSUSB - University Enterprise Corp.	06/30/11 to 06/30/19			
Helendale Community Services District	06/30/10 to 06/30/18			
Conejo Recreation and Park District	06/30/19 to 06/30/20			
Upper San Gabriel Valley MWD	06/30/19 to 06/30/20			
March Joint Powers Authority	06/30/19 to 06/30/20			
Chino Basin Desalter Authority	06/30/19 to 06/30/20			
Mountains Recreation and Conservation	06/30/19 to 06/30/20			
Triunfo Sanitation	06/30/20			
Yucca Valley Airport	06/30/20			
Resource Conservation District of the Santa Monica Mountains	06/30/15 to 06/30/20			
North County Dispatch	06/30/19 to 06/30/20			

RECENT GOVERNMENT CLIENTS SERVED (continued)

<u>Government Client</u>	<u>Years Served</u>	<u>CSMFO/ GFOA Awards</u>	<u>Successor Agency</u>	<u>Housing Authority</u>
West Basin Municipal Water District	06/30/20			
Mission Springs Water District	06/30/20			
Palos Verdes Transit Authority	06/30/19 to 06/30/20			
San Bernardino Valley Water Conservation District	06/30/17 to 06/30/20			
Riverside County Regional Park & Open Space District	06/30/16 to 06/30/20			
Running Springs Water District	Accounting support			
Phelan Pinon Hills Community Services District	Accounting support			
City of Canyon Lake	Accounting support			
City of Rolling Hills	Accounting support			

ENGAGEMENT TEAM RESUMES



Terry P. Shea, CPA
Engagement Partner

Professional experience

Mr. Shea began his career with Thomas, Byrne and Smith in 1981. He spent five years with the firm primarily working on audits of municipalities, special districts, successor agencies and other governmental entities. He joined Rogers, Anderson, Malody & Scott, LLP in 1987 where he has completed governmental audits including municipalities and provided financial consulting services for various cities.

Education/licenses

Bachelor of Arts degree from California State University, Fullerton
Certified Public Accountant - State of California

Related professional experience

Partial listing of relevant governmental agencies served (*includes enterprise fund accounting):

City of La Mesa*	City of Loma Linda*	City of Riverside*
City of Grand Terrace*	City of San Jacinto*	City of El Cajon*
City of Twentynine Palms	City of Palm Desert*	City of Indian Wells
City of Corona*	City of Coachella	City of Fillmore*
City of Norco*	City of Goleta	City of Redondo Beach*
City of Indio*	City of Mission Viejo*	City of Poway
City of Fontana*		City of San Marcos*

Mr. Shea served as the Interim Finance Director for the City of Perris from July 1998 to October 2001. He currently serves as the Contract Finance Director for one Riverside County city and one Los Angeles County city.

Continuing professional education

Mr. Shea has completed over 120 hours of continuing professional education courses in the past three years, of which, the following select courses are relevant to this engagement:

- ◆ American Institute of Certified Public Accountants, *Foundations in Governmental Accounting*
- ◆ American Institute of Certified Public Accountants, *Governmental and Not-for-Profit Conference*
- ◆ California Society of CPAs Education Foundation, *Governmental Auditing Skills*
- ◆ Thomson Reuters, *Audits of State and Local Governments*

Professional affiliations

Mr. Shea is a member of the following professional organizations:

- ◆ American Institute of Certified Public Accountants (AICPA)
- ◆ California Society of Certified Public Accountants (CalCPA)
- ◆ Government Finance Officers Association (GFOA)
- ◆ California Society of Municipal Finance Officers (CSMFO)

ENGAGEMENT TEAM RESUMES (continued)



Brad A. Welebir, CPA, CGMA, MBA
Concurring Partner

Professional experience

Mr. Welebir joined Rogers, Anderson, Malody & Scott, LLP in January 2004. He works primarily on audits of governmental agencies, small to mid-sized businesses, and not-for-profit organizations. Mr. Welebir serves as a technical reviewer for the GFOA ACFR Award program.

Education/licenses

Masters of Business Administration - Accounting Emphasis from California State University, Fullerton
Bachelor of Arts in Business Administration from La Sierra University
Certified Public Accountant - State of California
Chartered Global Management Accountant - American Institute of Certified Public Accountants

Related professional experience

Partial listing of relevant governmental agencies served (*includes enterprise fund accounting):

San Bernardino International Airport Authority*	Inland Valley Development Agency*
City of Twentynine Palms	City of San Juan Capistrano
City of Loma Linda*	City of La Verne
City of San Bernardino*	City of Mission Viejo*
City of Sierra Madre*	City of Rosemead
City of San Jacinto*	City of Redondo Beach*
City of Hawthorne*	City of Claremont*
City of Fillmore*	City of San Marcos

Continuing professional education

Mr. Welebir has completed over 120 hours of continuing professional education courses in the past three years of which the following select courses are relevant to this engagement:

- ◆ California Society of CPAs Education Foundation, *Governmental Accounting and Auditing Update*
- ◆ American Institute of Certified Public Accountants, *OMB A-133 Single Audit Update*
- ◆ California Society of Municipal Finance Officers, *Annual Conference Sessions*
- ◆ Government Finance Officers Association, *GAAP Update*
- ◆ Thomson Reuters, *Yellow Book Update*

Professional affiliations

Mr. Welebir is a member of the following professional organizations:

- ◆ American Institute of Certified Public Accountants (AICPA)
- ◆ California Society of Certified Public Accountants (CalCPA)
- ◆ Government Finance Officers Association (GFOA)
- ◆ California Society of Municipal Finance Officers (CSMFO)
- ◆ California Special Districts Association (CSDA)

ENGAGEMENT TEAM RESUMES (continued)



Scott W. Manno, CPA, CGMA
Quality Control Partner

Professional experience

Mr. Manno began his career with Thomas, Bigbie and Smith in 1995 after serving in the United States Army. He spent six years with the firm primarily working on audits of municipalities, special districts and redevelopment agencies as well as various not-for-profit organizations. He joined Rogers, Anderson, Malody & Scott, LLP in July 2001. Currently, Mr. Manno serves as a technical reviewer for the GFOA ACFR Award program. Since 2010, Mr. Manno has been serving as a technical volunteer on the California Special Districts Association Audit Committee and is also on the Association's fiscal committee providing accounting and fiscal program guidance. Also, Mr. Manno has done presentations on fraud.

In addition, he is part of the California State Society of Certified Public Accountants Governmental Accounting and Auditing Committee which meets periodically to discuss current events, pronouncements, etc., including the implementation of GASBS 68/75.

Education/licenses

Bachelor of Science degree from California State University, San Bernardino
Certified Public Accountant - State of California
Chartered Global Management Accountant - American Institute of Certified Public Accountants

Related professional experience

Partial listing of relevant governmental agencies served (*includes enterprise fund accounting):

City of El Cajon*	Town of Yucca Valley	City of La Mesa*	City of La Verne
City of Sierra Madre*	City of Fillmore*	City of Chino*	City of 29 Palms
City of Claremont*	City of Perris*	City of Exeter*	City of Woodlake*
City of San Jacinto*	City of Menifee	City of Aliso Viejo	City of Poway*

Mr. Manno has completed over 200 hours of continuing professional education courses over the past three years of which the following select courses are relevant to this engagement:

- ◆ Association of Certified Fraud Examiners, *Fraud Related Internal Controls*
- ◆ American Institute of Certified Public Accountants, *Governmental Accounting and Auditing Update*
- ◆ Checkpoint Learning, *GASB Pension Standards Overview*

Professional affiliations

Mr. Manno is a member of the following organizations:

- ◆ American Institute of Certified Public Accountants (AICPA)
- ◆ California Society of Certified Public Accountants (CalCPA)
- ◆ Association of Government Accountants (AGA)
- ◆ Association of Certified Fraud Examiners (ACFE)
- ◆ Government Finance Officers Association (GFOA)
- ◆ California Special Districts Association (CSDA)
- ◆ California Society of Municipal Finance Officers (CSMFO)

ENGAGEMENT TEAM RESUMES (continued)



Brianna Schultz, CPA, CGMA
Audit Manager

Professional Experience

Ms. Schultz began her career with Rogers, Anderson, Malody & Scott, LLP in July 2014, and had over three years' experience with another public accounting firm serving the same industry. During her time with the firm, she has worked primarily on audits of municipalities, special districts and redevelopment agencies, as well as various non-profit organizations.

Education

Bachelor of Science degree from California State University, San Bernardino
Certified Public Accountant – State of California
Chartered Global Management Accountant – American Institute of Certified Public Accountants

Related Professional Experience

Partial listing of relevant governmental agencies served (*includes enterprise fund accounting):

City of Menifee	City of Aliso Viejo	City of Claremont*	City of Chino*
City of Glendora*	City of Rolling Hills Est.	City of San Bernardino	City of Sierra Madre*
City of La Verne*	City of Loma Linda*	City of South Pasadena*	City of West Covina*
City of La Mesa*	City of Baldwin Park	City of El Cajon*	City of Hawthorne*

Ms. Schultz obtained the AICPA's *Advanced Single Audit Certificate* in 2019 and the *Intermediate Single Audit Certificate* in 2017. She served as the contract Interim Accounting Manager for the City of Glendora in 2016 and the Senior Accountant for the City of Rancho Cucamonga in 2015. Additionally, she is a reviewer for the GFOA ACFR Program.

Continuing Professional Education

Ms. Schultz has completed over 100 hours of continuing professional education courses over the past two years of which the following select courses are relevant to this engagement:

- ◆ Wolters Kluwer CPE Link, *OMB Supplement Addendum and the Latest COVID-19 Single Audit Implications*
- ◆ American Institute of Certified Public Accountants, *Impact of COVID-19 on Financial Reporting and Single Audit*
- ◆ Wolters Kluwer CPE Link, *2020 GAAP, GAAS & SSARS Update*
- ◆ California Society of Municipal Finance Officers, *Lease Accounting*

Professional Affiliations

Ms. Schultz is a member of the following organizations:

- ◆ American Institute of Certified Public Accountants (AICPA)
- ◆ California Society of Certified Public Accountants (CalCPA)
- ◆ Government Finance Officers Association (GFOA)
- ◆ California Society of Municipal Finance Officers (CSMFO)

ENGAGEMENT TEAM RESUMES (continued)



Evelyn Morentin-Barcena, CPA
Audit Supervisor

Professional Experience

Evelyn is an Audit Supervisor with the firm. She has over 5 years' experience in providing accounting and auditing services for municipalities, special districts and various nonprofit organizations.

Education

Bachelor of Science degree from California State University, San Bernardino
Certified Public Accountant – State of California
Intermediate Single Audit Certificate – AICPA

Related professional experience

Partial listing of relevant governmental agencies served (*includes enterprise fund accounting):

City of Menifee	City of Thousand Oaks*	City of San Jacinto*	City of San Marcos*
City of Calabasas*	Town of Yucca Valley	City of San Bernardino	City of Rosemead
City of La Verne*	City of Loma Linda*	City of South Pasadena*	City of West Covina*
City of Twentynine Palms	City of Lawndale*	City of Poway*	City of Hawthorne*

Continuing Professional Education

Ms. Morentin-Barcena has completed over 100 hours of continuing professional education courses over the past two years of which the following select courses are relevant to this engagement:

- ◆ American Institute of Certified Public Accountants, *Applying the Uniform Guidance in Your Single Audits*
- ◆ Wolters Kluwer CPE Link, *2020 Fraud Update*
- ◆ Wolters Kluwer CPE Link, *reporting in a Single Audit*
- ◆ California Society of Municipal Finance Officers, *GASB Update*
- ◆ Government Finance Officer Association, *Governmental Accounting and Auditing Update*

Professional affiliations

Ms. Morentin-Barcena is a member of the following professional organizations:

- ◆ American Institute of Certified Public Accountants (AICPA)
- ◆ California Society of Certified Public Accountants (CalCPA)
- ◆ Government Finance Officers Association (GFOA)
- ◆ California Society of Municipal Finance Officers (CSMFO)



City Council Agenda Report

ITEM NO. <u>11</u>

DATE: June 2, 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.

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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 to 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

June 2, 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), February 17, 2021 (Resolution 7703), and April 7, 2021 (Resolution 7713).

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.

On April 6, 2021, Governor Gavin Newsom announced that he anticipates that on June 15, 2021, everyday activities will be allowed again in the State of California, including allowing most businesses to re-open with common-sense risk reduction measures including maintaining an order for mask wearing, and that large-scale indoor events, will be allowed to occur with testing or vaccination verification requirements.

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On May 14, 2021, the Los Angeles County Public Health Officer issued a revised order to reflect that the County has met the threshold for the least restrictive Yellow Tier in the State's Blueprint for a Safer Economy.

On May 21, 2021, the California Department of Public Health published the Beyond the Blueprint Framework for Industry and Business Sectors ahead of the state's anticipated June 15 retirement of the Blueprint for a Safer Economy. Under the Beyond the Blueprint framework, all sectors listed in the current Blueprint Activities and Business Tiers Chart may return to normal operations with no capacity limitations or physical distancing.

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

**CITY OF SOUTH PASADENA
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 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, on May 14, 2021, the Los Angeles County Public Health Officer issued a revised Order to reflect that the County has met the threshold for the least restrictive tier of California's Blueprint for a Safer Economy;

WHEREAS, Los Angeles County is now under Tier Four (Yellow) of California's Blueprint for a Safer Economy and the Los Angeles County Public Health Officer has issued revised protocols for most indoor business operations to open with modifications (Attachment A); and

WHEREAS, 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."

WHEREAS, Governor Gavin Newsom announced on April 6, 2021 that he anticipates that on June 15, 2021, everyday activities will be allowed again in the State of California, including allowing most businesses to re-open with common-sense risk reduction measures including maintaining an order for mask wearing, and that large-scale indoor events, will be allowed to occur with testing or vaccination verification requirements.

WHEREAS, on May 21, 2021, the California Department of Public Health published the Beyond the Blueprint Framework for Industry and Business Sectors ahead of the state's anticipated June 15 retirement of the Blueprint for a Safer Economy. Under the Beyond the

Blueprint framework, all sectors listed in the current Blueprint Activities and Business Tiers Chart may return to normal operations with no capacity limitations or physical distancing.

WHEREAS, the City will abide by and enforce the Executive Orders and the State Public Health Officer guidance, as they may be amended from time to time, that govern, including without limitation, the following (1) when, and under what circumstances and restrictions, government and industry sectors may reopen, (2) when, and under what circumstances and restrictions, the public may engage in specified categories of activities (e.g., indoor and outdoor recreational activities), (3) when, and under what circumstances and restrictions, members of the public must wear face covering, and (4) all subsequently-issued guidance and Executive Orders, Public Health Officer Orders, and/or orders of other duly authorized representatives of the State of California governing the opening, partial opening, or closure of businesses, venues, events, and activities in the City of South Pasadena.

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 Four (Yellow) 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. Under Tier Three (Yellow) regulations, public facilities may open to the public following current County protocols and social distancing safety measures. Several City facilities have resumed in-person services to the public. The Senior Center is scheduled to reopen in July.

SECTION 5. Regulation of Private Facilities. Any local regulations on private facilities are ordered to be as permissive as allowed under Tier Four (Yellow) 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. 7713.

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 2nd day of June 2021.

Diana Mahmud, Mayor

ATTEST:

APPROVED AS TO FORM:

Lucie Colombo, CMC, CPMC
City Clerk

Teresa L. Highsmith, City Attorney

**CITY OF SOUTH PASADENA
CITY CLERK'S DIVISION**

**CERTIFICATION
OF
RESOLUTION**

**STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS
CITY OF SOUTH PASADENA)**

I, Lucie Colombo, CMC, CPMC, City Clerk of the City of South Pasadena, do hereby certify that Resolution No. _____, was duly and regularly approved and adopted at a Regular meeting of the City Council on this 2nd day of June 2021, by the following votes as the same appears on file and of record in the Office of the City Clerk.

AYES:

NOES:

ABSENT:

ABSTAIN:

LUCIE COLOMBO, CMC, CPMC
City Clerk

Attachment A

**REOPENING SAFER AT WORK AND IN THE COMMUNITY
FOR CONTROL OF COVID-19
BLUEPRINT FOR A SAFER ECONOMY—YELLOW TIER
RISK REDUCTION MEASURES**

Revised Order Issued: **Friday, May 14, 2021**
Effective as of 12:01am on **Friday, May 14, 2021**

Recent Update (Changes highlighted in yellow):

5/14/2021—Clarifies the following:

- Professional services businesses, including residential and commercial real estate, should operate in compliance with Appendix A: Social Distancing.

Please read this Order carefully. Violation of or failure to comply with this Order is a crime punishable by fine, imprisonment, or both. (California Health and Safety Code §120295; Los Angeles County Code § 11.02.080.)

SUMMARY OF THE ORDER: This Revised County of Los Angeles Health Officer Order (Order) supersedes all prior Safer At Home orders (Prior Orders) issued by the County of Los Angeles Health Officer (Health Officer). This Order is issued to comply with State Executive Orders N-33-20 and N-60-20 issued by Governor Gavin Newsom, and the accompanying orders of the State Public Health Officer issued on March 19, May 7, July 13, July 17, and August 28, 2020.

As Los Angeles County enters the “Yellow Tier” (tier 4, the least restrictive tier) of the [State’s Blueprint for a Safer Economy framework](#), the County is amending and lifting some additional local activity-specific and sector-specific restrictions, effective at 12:01am on day, **May 14, 2021**. All activities are still subject to this local Yellow Tier Risk Reduction Order and any other Los Angeles County sector-specific reopening protocols and guidance.

As certain activities are allowed to resume, the Health Officer continues to urge residents to adhere to precautions and for all who can to get fully vaccinated against COVID-19. Vaccinations are widely available to those **12** years and older, but most people in our community are still not fully vaccinated and remain susceptible to infection. It is vitally important that a very high percentage of Los Angeles County residents become fully vaccinated as soon as possible. New variants of the virus that may spread more easily or cause more severe illness are present in our county; however, their impact on our local pandemic remains largely unknown. Several other states, including Oregon, Nevada, **Utah**, and Arizona, are experiencing a recent increase in case and hospitalization rates. Just because certain activities are allowed or certain reopening protocols are revised, that does not mean that those activities are “safe” and without risk.

The purpose of the requirements contained in this Order and related reopening protocols and guidance is to make these activities and sectors safer for workers and the public. But reopening requires that all individuals and businesses use particular care and do their

part to make these activities as safe as possible by strictly and consistently wearing masks as directed and following physical distancing requirements and all other business- or activity-specific safety protocols.

To keep yourself, your family, your friends and neighbors, and our broader community safe, continue following these core principles and practices:

1. **Go outdoors.** Outdoor activities are far safer than indoor ones.
2. **Stay masked.** Consistent and correct use of masks, especially double-masking, both indoors and outdoors, is very effective at preventing the spread of COVID-19.
3. **Maintain at least a 6-foot distance from others.** Physical distancing from those who do not live with you also helps to keep the virus away.
4. **Avoid crowds.** The fewer people you encounter and the fewer interactions you have, the smaller the chance the virus will spread.
5. **Get vaccinated when it's your turn.** All federally authorized vaccines work well and will help protect you, your family, and your friends against COVID-19.

If conditions worsen, strong state or local mandatory measures may again be necessary.

The Health Officer strongly urges everyone to continue to exercise great caution and good judgment in these next critical weeks and months to avoid overwhelming our healthcare system with surges in cases, hospitalizations, and deaths like we saw at the end of 2020 and the beginning of 2021.

This Order's primary intent is to reduce the risk of COVID-19 in the County for all. All persons who can telework or work from home should continue to do so as much as possible during this pandemic. This Order allows persons to engage in all permitted activities, as defined by the Order, but requires that persons practice Social (Physical) Distancing, at all times while out in public and wear a mask over both the nose and mouth when in or likely to be in contact with others who do not live in their household, to lower the risks of disease transmission through person-to-person contact for themselves and others.

This Order is issued to account for the recent changes in guidance and **the State's** Blueprint for a Safer Economy framework. This Order will be revised in the future to reflect the State Executive Orders and State Public Health Officer Orders and guidance that progressively designate sectors, businesses, establishments, or activities that may reopen with certain modifications, based on health and safety needs and at a pace designed to protect health and safety, and that may also progressively close specific activities and business sectors based on increases in daily reported COVID-19 cases, hospitalizations, and the testing positivity rates. Should local COVID-19 conditions warrant, the Health Officer may, after consultation with the Board of Supervisors, issue Orders that are more restrictive than those of the State Public Health Officer. Changes from the previous Order are highlighted.

This Order is effective within the County of Los Angeles Public Health Jurisdiction, defined as all cities and unincorporated areas within the County of Los Angeles, with the exception of the cities of Long Beach and Pasadena that must follow their respective

City Health Officer orders and guidance. This Order is effective at 12:01am on **Friday, May 14, 2021** and will continue until further notice.

**UNDER THE AUTHORITY OF CALIFORNIA HEALTH AND
SAFETY CODE SECTIONS 101040, 101085, AND 120175,
THE COUNTY OF LOS ANGELES HEALTH OFFICER ORDERS:**

1. This Order supersedes the Health Officer's Prior Orders. This Order mainly aligns the County with both the Governor's July 13, 2020, announcement requiring the closure or modification of specific activities and business sectors and the State's April 28, 2021 revision to the Blueprint for a Safer Economy framework. The County has moved into the fourth tier (Yellow) of the **State's Blueprint for a Safer Economy**, which indicates lower virus transmission, based on **the County's adjusted case rate** (1.6 cases per 100,000 population) as calculated by the State on May 4, 2021, and used for the **County's** tier assignment. The adjusted case rate is lower than the actual case rate (3.0 cases per 100,000 population) without a case rate adjustment factor for testing volume. The Health Officer will continue to assess the phased reopening allowed by the State Public Health Officer and this Order on an ongoing basis and determine, after consultation with the Board of Supervisors, whether this Order needs to be modified if the public health risk associated with COVID-19 increases in the future.
2. This **Order's intent is to** continue to reduce the risk of COVID-19 in the County. All persons who can telework or work from home should continue to do so as much as possible during this pandemic. Sustained Social (Physical) Distancing, COVID-19 vaccinations, and infection control measures will continue slowing the spread of COVID-19 and diminishing its impact on the delivery of critical healthcare services. All provisions of this Order must be interpreted to effectuate that intent. Failure to comply **with any of the Order's provisions constitutes an imminent threat and menace to public health**, and a public nuisance, and is punishable by fine, imprisonment or both.
 - a) This Order does not supersede any stricter limitation imposed by a local public entity within the County of Los Angeles Public Health Jurisdiction.
 - b) **The Order is consistent with the provisions in the Governor's Executive Order N-60-20 and the State Public Health Officer's August 28, 2020 Order, that local health jurisdictions may implement or continue more restrictive public health measures if the jurisdiction's Local Health Officer determines that health conditions in that jurisdiction warrant such measures.** Where a conflict exists between this Order and any State public health order related to controlling the spread of COVID-19 during this pandemic, the most restrictive provision controls, unless the County of Los Angeles is subject to a court order requiring it to act on, or enjoining it from enforcing, any part of this Order.
3. All persons living within the County of Los Angeles Public Health Jurisdiction should continue to practice Social (Physical) Distancing and COVID-19 infection control measures at all times and when among other persons when in community, work, social or school settings.

4. Nothing in this Order prohibits persons living together as a single household in a household or living unit (“**household**”) from engaging in permitted activities together. For purposes of this Order, and in relationship to private gatherings, a “**household**” shall not include institutional group living situations such as dormitories, fraternities, sororities, monasteries, convents, or residential care facilities, nor does it include such commercial group living arrangements as boarding houses, hotels, or motels.¹ Private gatherings are defined as informal social situations that bring together people from different “households” at the same time in a single space or place. When people from different “households” mix, the risk of COVID-19 transmission increases. Visits or small private gatherings with people who are *not* part of a single household or living unit must comply with the Los Angeles County Public Health Guidance for Informal Social Gatherings which is attached to this Order as **Appendix CC**.
- a) [Intentionally omitted]
 - b) People leaving their residences must continue to strictly comply with the Social (Physical) Distancing requirements stated in this Order and specified in guidance or protocols established by the County Department of Public Health. This Order, beginning June 19, 2020, requires all persons [wear a mask](#) over both the nose and mouth whenever they leave their place of residence and are or can be in contact with or walking near or past others who are non-household members in both public and private places, whether indoors or outdoors. This includes wearing a mask when patronizing a business, except where explicitly permitted differently. Persons engaging in social activities in public settings must also continue to follow these requirements, including avoiding crowds, avoiding poorly ventilated spaces, covering coughs and sneezes, and washing their hands or using hand sanitizer frequently. Wearing a mask reduces the risk of transmission to others from people who do not have symptoms and do not know they are infected. Wearing a mask protects others as well as you. Masks work best when everyone wears one.
 - c) Fully vaccinated people² engaging in social activities in public settings must also continue to follow the above requirements, including avoiding crowds, avoiding poorly ventilated spaces, covering coughs and sneezes, and washing their hands or using hand sanitizer frequently. **E**xcept in crowded settings and venues, fully vaccinated people may gather or conduct activities outdoors without wearing a mask when alone, when with members of their household, when with a small group of fully vaccinated people, and when with a small group of people who are not fully vaccinated and not at high risk for severe illness or death from COVID-19. Fully vaccinated people must wear a mask i) at crowded outdoor events, such as live entertainment/performances, parades, or sporting events, among others, ii) in crowded spaces where physical distancing cannot be maintained and it is not known if everyone in the space is fully vaccinated, iii) in indoor public settings,

¹ Los Angeles County Code, Title 22. §22.14.060 - F. Family definition. (Ord. 2019-0004 § 1, 2019.)
https://library.municode.com/ca/los_angeles_county/codes/code_of_ordinances?nodet=TIT22PLZO_DIV2DE_CH22.14DE_22.14.060F

² **People are considered “fully vaccinated” for COVID-19** 2 weeks or more after they have received the second dose in a 2-dose series (e.g., Pfizer-BioNTech or Moderna) or 2 weeks or more after they have received a single-dose vaccine (e.g., Johnson and Johnson [J&J]/Janssen).

- unless expressly permitted by this Order, iv) at worksites and businesses, and v) in any setting where masking is required by the facility operator or business or by this Order or its associated protocols.
- d) Persons and businesses within the County of Los Angeles Public Health Jurisdiction are required to follow the COVID-19 infection control protocols and guidance provided by the County Department of Public Health. In instances where the County has not provided a specific guidance or protocol, specific guidance or protocols established by the State Public Health Officer shall control.
- i. In the event that an owner, manager, or operator of any business knows of three (3) or more cases of COVID-19 among their employees within a span of 14 days, the employer must report this outbreak to the Department of Public Health at (888) 397-3993 or (213) 240-7821, or online at www.redcap.link/covidreport.
 - ii. In the event that an owner, manager, or operator of any business is informed that one or more employees, assigned or contracted workers, or volunteers of the business has tested positive for, or has symptoms consistent with COVID-19 (case), the employer must have a protocol to require the case(s) to isolate themselves at home and require the immediate self-quarantine of all employees that had a workplace exposure to the case(s).
- e) Pursuant to the State of California's **action**³ and the United States District Court **Central District of California's order**,⁴ jurisdictions within the County of Los Angeles Public Health Jurisdiction are expected to comply with the provision of hotel and motel rooms for vulnerable people experiencing homelessness through Project Roomkey, which slows the spread of COVID-19 and retains capacity of the healthcare system.
5. People at risk for severe illness or death from COVID-19—such as unvaccinated older adults and unvaccinated individuals with health risks—and members of their household should defer participating at this time in activities with other people outside their household where taking protective measures of wearing face masks and social distancing may be difficult, especially indoors or in crowded spaces.
6. All government agencies working in the course and scope of their public service employment are Essential Government Functions.
- a) All government employees are essential, including but not limited to, health care providers and emergency responders including employees who serve in the following areas: law enforcement; emergency services and management; first responders; fire; search and rescue; juvenile detention; corrections; healthcare services and operations; public health; laboratory or medical testing; mental health; community health; public works; executive management employees

³ Office of Governor Gavin Newsom, Action re: Project Roomkey, 4/3/2020, <https://www.gov.ca.gov/2020/04/03/at-newly-converted-motel-governor-newsom-launches-project-roomkey-a-first-in-the-nation-initiative-to-secure-hotel-motel-rooms-to-protect-homeless-individuals-from-covid-19/>; 2020-**21 May Revision to the Governor's Budget, Project Roomkey, pg. 78-79**

⁴ Order re: Preliminary Injunction (Case No. LA CV 20-02291-DOC-KES), LA Alliance for Human Rights et al v. City of Los Angeles et al, States District Court Central District of California, 5/15/2020.

- serving in these fields; all employees assigned to serve in or support the foregoing fields; and all employees whose services are otherwise needed to assist in a declared emergency.
- b) While all government employees are essential, the employees identified here, and others called to serve in their Disaster Service Worker capacity, must be available to serve the public or assist in response or continuity of operations efforts during this health crisis to the maximum extent allowed under the law.
 - c) This Order does not, in any way, restrict (a) first responder access to the site(s) named in this Order during an emergency or (b) local, state or federal officers, investigators, or medical or law enforcement personnel from carrying out their lawful duties at the site(s) named in this Order.
 - d) All persons who perform Essential Governmental Functions are categorically exempt from this Order while performing such governmental functions or services. Each governmental entity shall identify and designate appropriate employees, volunteers, or contractors to continue providing and carrying out any Essential Governmental Functions. All Essential Governmental Functions should be performed in compliance with the Social (Physical) Distancing Protocol (as defined in Paragraph 20 of this Order), to the extent possible.
7. This Order does not supersede any stricter limitation imposed by a local public entity within the County of Los Angeles Public Health Jurisdiction.
8. The Health Officer orders the closure of the following types of higher-risk businesses, recreational sites, commercial properties, and activities, where more frequent and prolonged person-to-person contacts are likely to occur:
- a) Lounges and nightclubs;
 - b) [Intentionally omitted];
 - c) [Intentionally omitted];
 - d) [Intentionally omitted];
 - e) [Intentionally omitted];
 - f) [Intentionally omitted];
 - g) [Intentionally omitted];
 - h) [Intentionally omitted];
 - i) [Intentionally omitted];
 - j) [Intentionally omitted];
 - k) All events and gatherings, unless specifically allowed by this Order.
9. All businesses, unless specific modifications are required by this Order, may remain open to the public and conduct normal business operations, provided that they implement and maintain the Social (Physical) Distancing Protocol as defined in Paragraph 20 and comply with the Social (Physical) Distancing requirements attached to this Order as **Appendix A**. Further, all businesses must also comply with the

applicable Los Angeles County Department of Public Health Protocol(s) for its business sector. Businesses and customers should continue to regularly check the County DPH website (<http://publichealth.lacounty.gov/media/Coronavirus/index.htm>) for updates to their sector-specific protocol(s) to ensure they are in compliance with the most current, required safety modifications. A business owner, manager, or operator must prepare and post a Social (Physical) Distancing Protocol and any other applicable protocol for each facility or office located within the County of Los Angeles Public Health Jurisdiction and must ensure that the business meets all other requirements of all applicable protocols and the Social (Physical) Distancing Protocol.

9.5. The State Public Health Officer has provided a framework for certain sectors, businesses, and activities in the Blueprint for a Safer Economy to conditionally reopen with workplace and operational modifications to lower the risk of COVID-19 spread in the workplace or during the activity. The Health Officer, after considering local epidemiological data and after consultation with the Board of Supervisors, continues to approve the operations of the following specific sectors, businesses, and activities subject to the following conditions listed below and those specified in the County sector-specific reopening protocol(s) located at <http://publichealth.lacounty.gov/media/Coronavirus/index.htm>:

- a) Music, film and television production. Operations for music, film and television production may continue. The owner, manager, or operator of music, film and television production must review, prepare, implement and post the required Los Angeles County Department of Public Health Reopening Protocol for Music, Film and Television Production, attached to this Order as **Appendix J**, as well as abide by applicable industry-generated protocols.
- b) Day camps. Day camps may remain open. Day camp owners and operators must implement and post the required Los Angeles County Department of Public Health Reopening Protocol for Day Camps, attached to this Order as **Appendix K**.
- c) Fitness facilities. Fitness facilities, including private gymnasiums and dance studios, may be open for outdoor and limited capacity indoor operations. The indoor occupancy at gyms and fitness facilities is limited to 50% of indoor occupancy. The owner, manager, or operator of fitness facilities must, prior to reopening for indoor operations, review, prepare, implement and post the required Los Angeles County Department of Public Health Reopening Protocol for Gyms and Fitness Establishments, attached to this Order as **Appendix L**.
- d) Outdoor portions of museums, galleries, botanical gardens, and outdoor facilities at zoos, aquariums, and other similar exhibition spaces (collectively, "Museums") may remain open to the public. The indoor portions of Museums may open to the public and are limited to 75% of indoor occupancy. The owner, manager, or operator of Museums and exhibition spaces must, prior to reopening for indoor operations, review, prepare, implement and post the required Los Angeles County Department of Public Health Reopening Protocol for Museums, Galleries, Zoos, and Aquariums, attached to this Order as **Appendix M**.
- e) Professional sports with live audiences. Professional sports teams and franchises may conduct operations and competitions with live audiences. Professional sports

teams that admit the public as a live audience for any outdoor game, event or competition, must review and implement the Los Angeles County Department of Public Health Protocol for Live Events and Performances (Outdoor Seated), attached to this Order as **Appendix Z**. Professional sports teams that admit the public as a live audience for any indoor game, event or competition, must review and implement the Los Angeles County Department of Public Health Protocol for Live Events and Performances (Indoor Seated), attached to this Order as **Appendix Z-1**. The owner, manager, or operator of professional sports teams and franchises must also implement and post the required Los Angeles County Department of Public Health Protocol for Professional Sports Leagues and Facilities Opening for Training Sessions, Spectator-Free Events, and Events with Spectators attached to this Order as **Appendix N**, as well as abide by applicable industry-generated protocols.

- f) Campgrounds, RV Parks and associated outdoor activities. Campgrounds and recreational vehicle parks may remain open. The owner, manager, or operator of campgrounds and RV Parks must review, prepare, implement and post the required Los Angeles County Department of Public Health Reopening Protocol for Campgrounds, RV parks and Cabin Rental Units, attached to this Order as **Appendix O**.
- g) Schools (K-12) and School Districts. All public and private schools (K-12) and school districts within the County of Los Angeles may open for in-person classes. Reopening of in-person classes in elementary schools requires that students be assigned to a stable group. Middle and high schools should consider creating stable groups of students as a best practice. Educational facilities serving students at any grade level must review and adhere to all provisions for safe opening of schools, as outlined in **Appendix T1: Reopening Protocols for K-12 Schools**. Schools and School Districts that are permitted to reopen must follow the Reopening Protocols for K-12 Schools and the Protocol for COVID-19 Exposure Management Plan in K-12 Schools, attached to this Order as **Appendices T1 & T2**. Schools may continue to offer day care for school-aged children so that essential members of the workforce continue to have available childcare. Schools offering day care for school-aged children must adhere to all provisions in the protocol for Programs Providing Day Care for School-Aged Children. Schools that have not yet fully reopened all grades for in-person instruction may continue to offer specialized school services in those grades not yet reopened for small, stable cohorts of students with Individualized Education Programs (IEPs) or English Learners (ELs) needing assessments and/or specialized in school services, with priority given to students with disabilities. Other prioritized groups for in-person support and services include students not participating in distance learning, students at risk of abuse or neglect, foster youth, and students experiencing homelessness. Specialized services that require cohorting of students must limit the stable cohort size to the number that allows minimum physical distancing requirements to be maintained in the available classroom space, but may not exceed thirty (30) students and two (2) supervising adults regardless of the space available and must adhere to all provisions for safe operation of schools, as outlined in **Appendix T1: Reopening Protocols for K-12 Schools**.

- h) Personal Care Establishments. Personal Care Establishments may remain open for indoor operations with required modifications. Personal Care Establishments also include hair salons, nail salons, barbershops, esthetic, skin care, electrology, body art professionals, tattoo parlors, and piercing shops, tanning salons and massage therapy (in non-healthcare settings). Indoor occupancy at Personal Care Establishments is limited to 75% of maximum capacity at all times. Customers and staff must keep their masks on, over both their nose and mouth, at all times. Services that require a customer/client to remove their mask, e.g., facials, shaves, electrolysis are permitted when staff uses either a fitted N95 mask or a face covering and a face shield when providing the service. The owner, manager or operator of a personal care establishment must review, prepare, implement and post the required Los Angeles County Department of Public Health Reopening Protocol for Personal Care Establishments, attached to this Order as **Appendix R**.
- i) Institutes of Higher Education. Colleges and universities in Los Angeles County may offer in-person academic instruction with limitations and modifications. Capacity for indoor lectures must be limited to 50% occupancy. Courses conducted in certain indoor settings, like labs or studio arts, are exempt from the occupancy limitations that apply to indoor lectures. Maximum capacity for those settings is dependent on the size of the instructional space and the ability to maintain appropriate physical distancing at all times between all students and staff. Academic instruction should continue to be offered synchronously via distance-learning to the extent practicable as specified in the County's Protocols for Institutes of Higher Education attached to this Order as **Appendix U**. Student activities should be conducted virtually when possible. Indoor dining operations are permitted at 50% capacity in compliance with the Protocol for Restaurants attached to this Order as **Appendix I**. College or university in person and informal student, faculty gatherings or other activities must follow the Protocol for Informal Social Gatherings attached to this Order as **Appendix CC**. College or university in person meetings, receptions and conferences must follow the Protocol for Private Events attached to this Order as **Appendix BB**. The institution must review and comply with all relevant portions of the County's Protocols for Institutes of Higher Education to maximize safety for all employees.
- a. Institutes of Higher Education that have intercollegiate athletic teams that admit the public as a live audience for any outdoor game, event or competition, must review and implement the Los Angeles County Department of Public Health Protocol for Live Events and Performances (Outdoor Seated), attached to this Order as **Appendix Z**.
 - b. Institutes of Higher Education that have intercollegiate athletic teams that admit the public as a live audience for any indoor game, event or competition, must review and implement the Los Angeles County Department of Public Health Protocol for Indoor Seated Live Events and Performances, attached to this Order as **Appendix Z-1**.
- j) Cardrooms. Cardrooms, satellite wagering facilities, and racetrack onsite wagering facilities may open for indoor and outdoor operations. Indoor occupancy is limited to 50% of maximum indoor capacity. No food or beverages are permitted at or

near the gaming tables or machines. The owner or operator of a cardroom must review, prepare, implement and post the required Los Angeles County Department of Public Health Reopening Protocol for Cardrooms attached to this Order as **Appendix Q**.

- k) Family Entertainment Centers: Miniature Golf, Batting Cages, and Go Cart Racing. Miniature Golf, Batting Cages, and Go Cart Racing may open for indoor operations. Indoor occupancy is limited to 50% of maximum indoor capacity. The indoor portions of these businesses may be open with modifications for active entertainment, such as, bowling alleys, arcades, batting cages, indoor playgrounds (bounce centers/ball pits/laser tag), and escape rooms. Food and beverages may not be consumed while participating in any family entertainment center activity. All Family Entertainment Center restaurants are limited to 50% indoor capacity and must review and adhere to the requirements of **Appendix I**. Members of the public may only consume food or beverages in designated indoor or outdoor dining areas. The owner or operator of a family entertainment establishment must review, prepare, implement and post the required Los Angeles Public Health Protocols for Family Entertainment Centers attached to this Order as **Appendix V**.
- l) Youth and Adult Recreational Sports. K-12 School programs, community sponsored recreational programs, and private clubs and leagues for all organized youth sports, and adults playing recreational sports must all follow this protocol, which is attached to this Order as **Appendix S**.
- m) Limited Services. For purposes of this Order, Limited Services businesses are businesses that are not clearly classified as a retail business, and do not generally require close customer contact. Limited services include those essential and other businesses that can provide services while maintaining appropriate physical distancing from customers or the public. Examples of businesses in the limited services industry include laundromats, dry cleaners, bank and credit union branches, tax services, check cashing, automobile dealerships, non-school learning centers, auto repair shops, car washes, landscapers, door to door services and sales, pet grooming, and dog walking. Limited services businesses may remain open at 75% maximum indoor occupancy, to ensure 6 feet of physical distancing between persons. The owner or operator of a Limited Services business must prepare, implement, and post the required Los Angeles County Public Health Protocols for Limited Services Businesses which is attached to this Order as **Appendix W**.
- n) Movie Theaters. Movie Theaters may be open to the public at 50% of maximum indoor occupancy. Each separate screening room is limited to 50% capacity. Customers may only purchase tickets for reserved seating only. Groups of customers must be seated in the theater at least 6 feet away from other customers. The owner or operator of a Movie Theater must prepare, implement, and post the required Los Angeles County Public Health Protocols for Movie Theaters which is attached to this Order as **Appendix X**.
- o) Breweries, Wineries and Craft Distilleries. Wineries, Breweries and Craft Distilleries that do not possess a public health permit from the County of Los Angeles may operate both outdoors and indoors in compliance with **Appendix Y**.

Wineries, Breweries, and Craft Distilleries may operate indoors at 50% of maximum indoor capacity, or 200 people whichever is fewer. If the establishment sells alcohol in the same transaction as a bona fide meal, it must comply with all requirements of the Restaurant Protocol, **Appendix I**.

- p) Amusement Parks, Theme Parks and Fairs. Amusement Parks, Theme Parks and Fairs can reopen to the public at a maximum occupancy of 35% of maximum park capacity. For indoor attractions or rides, the indoor occupancy is limited to 25% of the indoor space capacity with a 15-minute occupancy time limit. Indoor dining at Amusement Park, Theme Park, and Fair restaurants is limited to 35% of maximum occupancy. Amusement Parks, Theme Parks and Fairs must, prior to reopening, have their reopening plans approved by the Los Angeles County Department of Public Health. The reopening plans must be submitted to County Public Health using this email address: EHmail@ph.lacounty.gov. The owner or operator of an Amusement or Theme Park must prepare, implement, and post the required Los Angeles County Public Health Protocols for Amusement and Theme Parks which is attached to this Order as **Appendix AA**.
- q) Bars that possess a low risk public health permit issued by the County of Los Angeles may be open for outdoor and indoor operations with modifications in compliance with **Appendix Y-1**. Bars may operate at a maximum indoor capacity of 25% or 100 people, whichever is fewer. If the Bar sells alcohol in the same transaction as a bona fide meal, it must comply with all requirements for outdoor dining in the Restaurant Protocol, **Appendix I**. The owner or operator of a bar must prepare, implement, and post the required Los Angeles County Public Health Protocols for Bars which is attached to this Order as **Appendix Y-1**.
- r) Outdoor Seated Live Events and Performances. Outdoor Seated Live Events can reopen to the public at a maximum of 67% maximum outdoor occupancy with multiple required modifications. Outdoor Seated Live Event operators must prepare, implement and post the required Los Angeles County Public Health Protocol for Live Events and Performances (Outdoor Seated) which is attached to this Order as **Appendix Z**.
- s) Indoor Seated Live Events and Performances. Indoor Seated Live Events can reopen to the public at limited indoor occupancy, based on venue capacity, with multiple required modifications. Indoor Seated Live Event operators must prepare, implement and post the required Los Angeles County Public Health Protocol for Live Events and Performances (Indoor Seated) which is attached to this Order as **Appendix Z-1**.
- t) Private Events (Meetings / Receptions / Conferences). Private Events are not open to the general public. Private Events are characterized by purchased tickets, required reservations or a defined guest/invitation list, assigned or reserved seating, or a contract or exchange for the site of the Private Event. Private Event operators and Event Organizers must prepare, implement and post the required Los Angeles County Public Health Protocol for Private Events (Meetings, Receptions, and Conferences) which is attached to this Order as **Appendix BB**.

- u) Water Parks. Water Parks can reopen to the public at a maximum outdoor occupancy of 40% of maximum park capacity. For indoor attractions, pools or rides, the indoor occupancy is limited to 25% of the indoor space capacity. Indoor dining at Water Park restaurants is limited to 40% of maximum occupancy and must follow Protocols for Restaurants attached to this Order as **Appendix I**. Water Parks must, prior to reopening, have their reopening plans approved by the Los Angeles County Department of Public Health. The reopening plans must be submitted to County Public Health using this email address: EHmail@ph.lacounty.gov. The owner or operator of a Water Park must prepare, implement, and post the required Los Angeles County Public Health Protocols for Amusement and Theme Parks, which includes specific provisions for Water Parks, and is attached to this Order as **Appendix AA**.
 - v) Community Sporting Events. Community Sporting Events including runs, walks, marathons, triathlons, and endurance events may reopen to the public at a maximum of 500 participants per hour and a total of 1,500 participants with multiple modifications. Community Sporting Event operators and Event Organizers must prepare, implement, and post the required Los Angeles County Public Health Protocol for Community Sporting Events which is attached to this Order as **Appendix DD**.
10. Lower-Risk Businesses are businesses that are not specified in Paragraph 7 of this Order, and not defined as an Essential Business in Paragraph 18 of this Order. There are four categories of Lower-Risk Businesses that may remain open under this Order: (1) **retailers** (“**Lower-Risk Retail Businesses**”), (2) **manufacturing and logistics** sector businesses that supply Lower-Risk Retail Businesses, (3) Office-based businesses (although telework is strongly encouraged), and (4) Indoor Malls and Shopping Centers. These four categories of Lower-Risk Businesses may reopen subject to the following conditions:
- a) For any Lower-Risk Retail Business that sells goods and services, the owner, manager, or operator must, for each facility located within the County of Los Angeles Public Health Jurisdiction, review, prepare, implement and post the Reopening Protocols for Retail Establishments: Opening for In Person Shopping, attached to this Order as **Appendix B**. Lower-Risk Retail Businesses that are open for indoor operations must limit indoor capacity to 75% of maximum occupancy.
 - b) For any non-retail Lower-Risk Business, that is a manufacturing and logistics sector business that supplies Lower-Risk Retail Businesses, the owner, manager, or operator must review, prepare, implement and post the required Los Angeles County Department of Public Health Reopening Protocol, applicable to the business type or location, attached to this Order as **Appendix C**.
 - c) Office-based businesses and workspaces may reopen for indoor operations with modifications. Telework is strongly encouraged for persons who are not yet fully vaccinated. Unless staff at office-based business are all fully vaccinated, all office-based businesses should limit indoor occupancy to 75% of capacity. Any in-person operations must be in accordance with the required Los Angeles County Department of Public Health Reopening Protocol Office-Based Worksites,

attached to this Order as **Appendix D**. This restriction does not apply to Healthcare Operations, Essential Infrastructure, and Essential Government Functions.

- d) For Indoor Malls and Shopping Centers, defined as: A building with (7) or more sales or retail establishments with adjoining indoor space, the owner or operator of the Indoor Mall or Shopping Center, including indoor swap meets, may remain open at up to 75% of overall mall or shopping center capacity. Food court occupancy is limited to 50% capacity. All Mall and Shopping Center restaurants must review and adhere to the requirements of **Appendix I**. Members of the public may only consume food or beverages in designated indoor or outdoor dining areas. Other common areas located within an Indoor Mall or Shopping Center may reopen at limited capacity to allow for sufficient space for at least six feet of physical distancing between households. Higher-risk businesses located within an Indoor Mall or Shopping Center must continue to comply with Paragraph 7 of this Order and remain closed until each of those types of establishments is allowed to resume modified or full operations. All businesses located within an Indoor Mall or Shopping Center, and not subject to Paragraph 7 of this Order, must adhere to the applicable requirements of this Order. The owner or operator of the Indoor Mall or Shopping Center must review, prepare, implement, and post the required Los Angeles County Department of Public Health Protocols for Shopping Center Operators, attached to this Order as **Appendix E**.

REASONS FOR THE ORDER

11. This Order is based upon the following determinations: evidence of continued community transmission of COVID-19 within the County; asymptomatic transmission has been documented; scientific evidence and best practices regarding the most effective approaches to slow the transmission of communicable diseases generally and COVID-19 specifically; evidence that a significant portion of the County population continues to be at risk for infection with serious health complications, including hospitalizations and death from COVID-19, due to age or pre-existing health conditions; and further evidence that other County residents, including younger and otherwise healthy people, are also at risk for serious negative health outcomes and for transmitting the virus to others. **The Order's intent is to protect the public from the spread of COVID-19.**

12. Existing community transmission of COVID-19 in Los Angeles County is at a lower level but continues to present **a substantial and significant risk of harm to residents'** health. Vaccinations are widely available to those **12** years and older, but most people in our community are still not fully vaccinated against COVID-19 and remain susceptible to infection. New variants of the virus that may spread more easily or cause more severe illness are present in our county; however, their impact on our local epidemic is largely unknown. As of **May 14, 2021**, there have been at least **1,236,988** cases of COVID-19 and **24,074** deaths reported in Los Angeles County. There remains a strong likelihood that increased interactions among members of the public who are not fully vaccinated against COVID-19 may result in an increased number of cases of community transmission. Making the community transmission problem worse, some individuals who contract the virus causing COVID-19 have no symptoms or have only mild symptoms, and so are unaware that they carry the virus and are transmitting it to others. Because even people without symptoms can transmit the virus, and because evidence shows the infection is easily spread, preventing, limiting, and placing conditions on various types of gatherings and other direct and indirect interpersonal interactions have been proven to reduce the risk of transmitting the virus.
13. Epidemiologic evidence suggests that the rate of community transmission, hospitalizations and testing positivity rates have substantially declined to a point that allows the County of Los Angeles to move to a less restrictive tier, the Yellow Tier, as established by **the State's Blueprint for a Safer Economy**. COVID-19 transmission is at a lower level in Los Angeles County. Although **more than** eight million vaccine doses have been administered and **more than** three million residents are fully vaccinated against COVID-19 in Los Angeles County, the public health emergency and attendant risks to the public's health associated with COVID-19 still predominate.
14. In line with the State Public Health Officer, the Health Officer is monitoring several key indicators (COVID-19 Indicators) within the County. Activities and business operations that are permitted must be conducted in accordance with the required Social (Physical) Distancing, reopening protocols, and other infection control protocols ordered by the Health Officer.
15. The Health Officer will continue monitoring COVID-19 Indicators to assess the impact of easing restrictions and re-opening sectors. Those Indicators include, but are not limited to:
- a) The number of new cases, hospitalizations and deaths and the testing positivity rate.
 - b) The capacity of hospitals and the healthcare system in the County, including acute care beds, Intensive Care Unit beds, and ventilators to provide care for existing COVID-19 patients and other patients, and capacity to surge with an increase of COVID-19 cases.
 - c) The supply of personal protective equipment (PPE) available for hospital staff, nursing home staff and other healthcare providers and personnel who need PPE to safely respond to and treat COVID-19 patients and other patients.

- d) The ability and capacity to quickly and accurately test persons to determine whether individuals are COVID-19 positive, especially those in vulnerable populations or high-risk settings or occupations, and to identify and assess outbreaks.
- e) The ability to conduct case investigation and contact tracing for the volume of future cases and associated contacts, isolating confirmed cases and quarantining persons who have had contact with confirmed cases.

DEFINITIONS AND EXEMPTIONS

16. The following activities are permitted under this Order:

- a) Engaging in activities or performing tasks important to the health and safety of family or household members (including pets), such as, visiting a health or veterinary care professional, obtaining medical supplies or medication, visiting a physician or child's pediatrician for routine care, such as, well-child visits and vaccinations;
- b) Obtaining necessary services and supplies for family or household members, or delivering the same, such as, obtaining grocery items or necessary supplies from **Essential Businesses for one's household or for delivery to others**;
- c) Performing work for or accessing businesses that are open, or to carry out Minimum Basic Operations for businesses that are closed or operating remotely.
- d) Obtaining or accessing services from Essential Governmental Functions, such as, accessing court, social and administrative services, or complying with an order of law enforcement or court;
- e) Caring for minors, the elderly, dependents, persons with disabilities, or other vulnerable persons;
- f) Obtaining in-person behavioral health (mental health and substance use) therapeutic and educational support groups, such as Alcoholics or Narcotics Anonymous or Patient Education groups, may return to typical participant levels provided that Social (Physical) Distancing is practiced in compliance with **Appendix A**.
- g) Obtaining in-person faith-based counselling services where the service cannot reasonably be practiced remotely, provided that Social (Physical) Distancing is practiced.
- h) Attending faith-based services. Places of Worship should engage in outdoor or remote faith-based services and other related activities for all attendees, especially for those who are vulnerable to COVID-19 including older adults and those with co-morbidities given the currently substantial rate of community transmission, hospitalizations, and premature deaths associated with COVID-19. If drive-in outdoor services are offered, cars are directed to park at least 6 feet apart. When carrying out virtual activities indoors, it is recommended that no more than 10 individuals participate in production and broadcast process; anyone participating in production and broadcast must follow infection control and physical distancing requirements. If in-person outdoor services are held, the

number of persons on-site outdoors at any time shall be reduced as needed to permit compliance with physical distancing requirements. If in-person indoor services are held, the number of persons in attendance indoors should be limited to 50% of the maximum occupancy, based on the applicable Building Code or Fire Code. All persons attending either indoor or outdoor services must comply with the infection control and physical distancing requirements, as specified in Social (Physical) Distancing Protocol (**Appendix A**), including but not limited to, clergy, staff, choir, volunteers, attendees, and any visitors at the facility maintaining a minimum of six feet between others from different households and all must wear a face covering or mask over both the nose and mouth at all times while in or on the grounds of the facility and when walking near or past non-household members, among others. Places of Worship may have fully vaccinated attendees sit in a designated section, similar to fully vaccinated sections for spectators at indoor or outdoor seated live events, as described in **Appendix Z and Z-1**. The California Department of Public Health advises that “activities such as singing, and chanting negate the risk-reduction achieved through six feet of physical distancing” due to an increased likelihood for transmission from contaminated exhaled droplets. Consider practicing these activities through alternative methods (such as internet streaming) that ensure individual congregation members perform these activities separately in their own homes or alone in a separate room at the Place of Worship. Please review the State Industry Guidance for Places of Worship and Providers of Religious Services and Cultural Ceremonies [here](#). The Centers for Disease Control and Prevention recommends organizations encourage guests to avoid singing, chanting, or shouting, especially when indoors. If attendees choose to sing, chant, or shout, encourage them to continue wearing their masks while doing so and increase the distance between people to greater than 6 feet. Faith-based organizations holding in-person services, must review and follow the Department of Public Health Social (Physical) Distancing Protocols, attached to this Order as **Appendix A**.

- i) Engaging in outdoor recreation activity, in compliance with Social (Physical) Distancing requirements and wearing a mask, subject to the following limitations:
 - i. Outdoor recreation activity at parks, trails, piers, and beaches, and other open spaces must comply with any access or use restrictions separately established by the Health Officer, government, or other entity that manages the area to reduce crowding and the risk of COVID-19 transmission.
 - ii. Use of shared outdoor facilities for recreational activities, including but not limited to golf courses, tennis and pickleball courts, children's playgrounds, shooting and archery ranges, equestrian centers, model airplane areas, community gardens, skate parks, and bike parks, must comply with any access or use restrictions separately established by the Health Officer, government, or other entity that manages the area to reduce crowding and the risk of COVID-19 transmission.
 - iii. Local public entities may elect to temporarily close certain streets or areas to automobile traffic, to allow for increased space for persons to engage in recreational activity permitted by and in compliance with Social (Physical) Distancing requirements specified in this Order.

- iv. Swimming pools and splash pads in any non-residential setting may reopen on June 12, 2020, with the owner, manager, or operator of the swimming pool or splash pad implementing and posting the required Los Angeles County Department of Public Health Protocol for Swimming Pools.
 - v. For-hire fishing, guided fishing, or small-group chartered boat trips may resume operating on June 12, 2020, with the owner, manager, or operator of the charter business implementing the required Los Angeles County Department of Public Health Protocols for Small Water Vessel Charters.
 - j) Participating in a Vehicle-Based Parade. The host of the Vehicle-Based Parade must comply with all local ordinances, traffic control requirements, and state and local laws. Further, the host of Vehicle-Based Parades must submit a safety plan 10 days in advance to ehmail@ph.lacounty.gov and comply with the Los Angeles County Department of Public Health Vehicle-Based Parade Protocol, attached to this Order as **Appendix G**.
 - k) Participating in an in-person protest as long as the protest is held outdoors. Outdoor protests are permitted without a limit on attendees. Persons participating in a protest must wear a mask and maintain physical distancing of six (6) feet between persons or groups of persons from different households at all times, as well as observe the Department of Public Health Protocol for Public Demonstrations.
17. Individuals may work for, train for, volunteer at, or obtain services at Healthcare Operations: hospitals, clinics, laboratories, dentists, optometrists, pharmacies, physical therapists, rehabilitation and physical wellness programs, chiropractors, pharmaceutical and biotechnology companies, other licensed healthcare facilities, healthcare suppliers, home healthcare service providers, mental or behavioral health providers, alcohol and drug treatment providers, cannabis dispensaries with a medicinal cannabis license and all other required state and local licenses, blood and blood product donation organizations, medical or scientific research companies, or any related and/or ancillary healthcare services, manufacturers, distributors and servicers of medical devices, diagnostics, and equipment, veterinary care, and other animal healthcare. This exemption shall be construed to avoid any impact to the delivery of healthcare, broadly defined.
18. Individuals may provide any service, train for, or perform any work necessary to the operation and maintenance of Essential Infrastructure, which is defined as, public health operations, public works construction, airport operations, port operations, food supply, water, sewer, gas, electrical, oil extraction and refining, roads and highways, public transportation, solid waste collection, removal and processing, flood control and watershed protection, cemeteries, mortuaries, crematoriums, and internet and telecommunications systems (including the provision of essential global, national, local infrastructure for computing services, business infrastructure, communications, and web-based services), and manufacturing and distribution companies deemed essential as part of the Essential Infrastructure supply chain, provided that they carry out those services or that work. In providing these services, training for, or performing

this work, individuals must comply with Social (Physical) Distancing requirements to the extent practicable.

19. For purposes of this Order, Essential Businesses are:

- a) **Grocery stores, certified farmers' markets, farm and produce stands, supermarkets, food banks, convenience stores, warehouse stores, and other establishments engaged in the retail sale of canned food, dry goods, fresh fruit and vegetables, pet supply, water, fresh meats, fish, and poultry, and any other household consumer products (such as cleaning or personal care products). This includes stores that sell groceries and other non-grocery products, such as products necessary to maintaining the safety, sanitation, and essential operation of residences. Occupancy at stand-alone grocery stores remains limited to comply with the continuing requirement that customers must have sufficient space to remain physically distanced by at least 6 feet at all times. All grocery stores and retail food markets should strictly meter entry and exits to ensure compliance with customer distancing requirements. The sale of food, beverages, and alcohol for in-store consumption is prohibited. Retail food markets, including but not limited to grocery stores, convenience stores, liquor stores and other retail locations that sell food or beverage products and that are required to have a health permit issued by the Department of Public Health as a Food Market Retail, must review and comply with the Los Angeles County Department of Public Health Protocols for Grocery Stores and Retail Food Markets, attached to this Order as **Appendix B-1**;**
- b) Food processors, confectioners, food packagers, food testing labs that are not open to the public, and food cultivation, including farming, livestock, and fishing;
- c) Organizations and businesses that provide food, shelter, social services, and other necessities of life for economically disadvantaged or otherwise needy individuals (including gang prevention and intervention, domestic violence, and homeless service agencies);
- d) Newspapers, television news, radio, magazine, podcast and journalism activities, including taped, digitally recorded or online-streamed content of any sort that is produced by one or more members of a single household, within **the household's** residence and without the physical presence of any non-member of the household;
- e) Gas stations, auto-supply, mobile auto repair operations, auto repair shops (including, without limitation, auto repair shops adjacent to or otherwise in connection with a retail or used auto dealership), and bicycle repair shops and related facilities;
- f) Banks, credit unions, financial institutions and insurance companies;
- g) Hardware stores, nurseries; building supply stores;
- h) Plumbers, electricians, exterminators, custodial/janitorial workers, handyman services, funeral homes and morticians, moving services, HVAC installers, carpenters, vegetation services, tree maintenance, landscapers, gardeners, property managers, private security personnel and other service providers who provide services to maintain the safety, sanitation, and essential operation to properties and other Essential Businesses;

- i) Businesses providing mailing and shipping services, including post office boxes;
- j) Educational institutions (including public and private K-12 schools, colleges, and universities);
- k) Laundromats, dry cleaners, and laundry service providers. Limited services businesses may remain open at 75% maximum indoor occupancy, with specific modifications listed in **Appendix W**;
- l) Restaurants and other food facilities that prepare and serve food. Restaurants open for delivery, drive thru, carry out, outdoor dining, and indoor dining at 50% of maximum indoor capacity, with specific modifications for both outdoor and indoor dining listed in **Appendix I**. Restaurants with a moderate risk or high risk restaurant permit issued by the County of Los Angeles Department of Public Health and other food facilities must review and follow the most current County Protocols for Restaurants, attached to this Order as **Appendix I**. Cafeterias, commissaries, and restaurants located within hospitals, nursing homes, or other licensed health care facilities may provide dine-in service, as long as Social (Physical) Distancing is practiced;
- m) Businesses that supply office or computer products needed by people who work from home;
- n) Businesses that supply other Essential Businesses with the support or supplies necessary to operate;
- o) Non-manufacturing, transportation or distribution businesses that ship, truck, transport, or provide logistical support to deliver groceries, food, goods or services directly to residences, Essential Businesses, Healthcare Operations, and Essential Infrastructure. This exemption shall not be used as a basis for engaging in sales to the general public from retail storefronts;
- p) Airlines, taxis, ride sharing services and other private transportation providers providing transportation services necessary for activities of daily living and other purposes expressly authorized in this Order;
- q) Businesses that manufacture parts and provide necessary service for Essential Infrastructure;
- r) Home-based care for seniors, adults, disabled persons, or children;
- s) Residential facilities and shelters for homeless residents, disabled persons, seniors, adults, children and animals;
- t) Professional services, such as legal, payroll or accounting services, when necessary to assist in compliance with legally mandated activities, and the permitting, inspection, construction, transfer and recording of ownership of housing, including residential and commercial real estate and anything incidental thereto, provided that appointments and other residential viewings **should** occur virtually or, if a virtual viewing is not feasible, **may be done** by appointment, or by **open house in adherence to the most current County Protocol for Informal Social Gatherings**, attached to this order as **Appendix CC** Professional Services Businesses must review and follow the most current County Protocols for Social Distancing, attached to this Order as **Appendix A**;

- u) Childcare facilities. All childcare facilities, including those operating at schools, must operate under the LAC DPH Childcare Guidance and the following conditions: (1) Childcare must be carried out in stable cohorts (“stable” means the same children and adults are in the same group each day); (2) Cohort size is limited to the number that allows adherence to the minimum physical distancing requirements between members of the group within the available licensed space. At no time may cohort size exceed the maximum number of children permitted per licensed space by Community Care Licensing (CCL) and facility shall comply at all times with minimum staff to child ratios set by CCL; (3) Children shall not change from one group to another; (4) If more than one group of children is cared for at one facility, each group shall be in a separate room. Groups shall not mix with each other; (5) Childcare providers shall not be assigned to more than two different stable cohorts of children;
 - v) Hotels, motels, shared rental units and similar facilities. Hotels, motels, shared rental units and similar facilities may reopen for tourism and individual travel, in adherence with the required Los Angeles County Department of Public Health Reopening Protocol for Hotels, Lodging and Short-Term Rentals, attached to this Order as **Appendix P**. Hotels and similar facilities may hold or host Private Events in compliance with the County Protocol for Private Events (Meetings, Receptions, and Conferences) attached to this Order as **Appendix BB**;
 - w) Construction, which includes the operation, inspection, and maintenance of construction sites and construction projects for construction of commercial, office and institutional buildings, residential and housing construction;
 - x) [Intentionally omitted].
20. For purposes of this Order, "Social (Physical) Distancing" means: (1) Maintaining at least six (6) feet of physical distance from individuals who are not members of the same household; (2) Frequently washing hands with soap and water for at least 20 seconds, or using hand sanitizer that contains at least 60% alcohol; (3) Wearing a mask when whenever an individual leaves their home or place of residence and is or can be in contact with or walking by or past others who are non-household members in both public and private places, whether indoors or outdoors. Wearing a mask over both the nose and mouth reduces the risk of transmission to others from people who do not have symptoms and do not know they are infected and also helps to protect the wearer; and (4) Avoiding all physical interaction outside the household when sick with a fever or cough, except for necessary medical care.
21. For purposes of this Order, the "Social (Physical) Distancing Protocol" that must be implemented and posted must demonstrate how the following infection control measures are being implemented and achieved, as applicable:
- a) Limiting the number of people who may enter into the facility at any one time to ensure that people in the facility can easily maintain a minimum six (6) foot physical distance from others, at all times, except as required to complete a business activity or transaction. Members of a single household or living unit may stand or move together but must be separated from others by a physical distance of at least six (6) feet.

- b) Where lines may form at a facility, marking six (6) foot increments at a minimum, establishing where individuals should stand to maintain adequate Social (Physical) Distancing, whether inside or outside the facility.
 - c) Providing hand sanitizer, soap and water, or effective disinfectant at or near the entrance of the facility and in other appropriate areas for use by the public and employees, and in locations where there is high-frequency employee interaction with members of the public (e.g., cashiers). Restrooms normally open to the public shall remain open to the public.
 - d) Posting a sign in a conspicuous place at all public entries that instructs the public not to enter if they are experiencing symptoms of respiratory illness, including fever or cough, to wear masks, and to maintain Social (Physical) Distancing from one another.
 - e) Providing for the regular disinfection of high-touch surfaces, and disinfection of all payment portals, pens, and styluses after each use. All businesses are encouraged to also offer touchless payment mechanisms, if feasible.
 - f) Providing masks to employees and contracted workers whose duties require close contact with other employees and/or the public. Those who have been instructed by their medical provider that they should not wear a mask should wear a face shield with a drape on the bottom edge, to be in compliance with State directives, as long as their condition permits it. A drape that is form fitting under the chin is preferred. Masks with one-way valves may not be used.
 - g) Requiring that members of the public who enter the facility wear a mask over both the nose and mouth, which reduces the risk of “asymptomatic” or “pre-symptomatic” transmission to workers and others, during their time in the facility.
 - h) Adhering to communicable disease control protocols provided by the Los Angeles County Department of Public Health, including requirements for cleaning and disinfecting the site. See protocols posted at www.publichealth.lacounty.gov/media/Coronavirus/.
22. Operators of businesses that are required to cease in-person operations may conduct Minimum Basic Operations, which means:
- a) The minimum necessary activities to maintain and protect the value of the business's inventory and facilities; ensure security, safety, and sanitation; and process payroll and employee benefits;
 - b) **The minimum necessary activities to facilitate the business's owners, employees, and contractors being able to continue to work remotely from their residences, and to ensure that the business can deliver its services remotely.**

ADDITIONAL TERMS

23. The County shall promptly provide copies of this Order by: (a) posting it on the Los Angeles Department of Public Health's website (www.publichealth.lacounty.gov), (b) posting it at the Kenneth Hahn Hall of Administration located at 500 West Temple Street, Los Angeles, CA 90012, (c) providing it to any member of the public requesting a copy, and (d) issuing a press release to publicize the Order throughout the County.

- a) The owner, manager, or operator of any facility that is likely to be impacted by this Order is strongly encouraged to post a copy of this Order onsite and to provide a copy to any member of the public requesting a copy.
 - b) Because guidance may change, the owner, manager, or operator of any facility that is subject to this Order is ordered to consult the Los Angeles County **Department of Public Health's website** (www.publichealth.lacounty.gov) daily to identify any modifications to the Order and is required to comply with any updates until the Order is terminated.
24. If any subsection, sentence, clause, phrase, or word of this Order or any application of it to any person, structure, gathering, or circumstance is held to be invalid or unconstitutional by a decision of a court of competent jurisdiction, then such decision will not affect the validity of the remaining portions or applications of this Order.
25. This Order incorporates by reference, the March 4, 2020 Proclamation of a State of Emergency issued by Governor Gavin Newsom and the March 4, 2020 declarations of a local and public health emergency issued by the Los Angeles County Board of Supervisors and Los Angeles County Health Officer, respectively, and as they may be supplemented.
26. This Order is issued in consideration of the County's current status within the tiered reopening approach of California's Blueprint for a Safer Economy issued August 28, 2020, and subsequent updates. This Order may be revised in the future as the State Public Health Officer progressively designates sectors, businesses, establishments, or activities for reopening with required modifications or closure at a pace designed to protect health and safety. Should local COVID-19 conditions warrant, the Health Officer may, after consultation with the Board of Supervisors, issue orders that are more restrictive than the guidance and orders issued by the State Public Health Officer.
27. This Order is consistent with the provisions in the **Governor's Executive Order N-60-20** and the State Public Health **Officer's May 7, 2020 Order, that local health jurisdictions** may implement or continue more restrictive public health measures in the jurisdiction if the local health officer believes conditions in that jurisdiction warrant them. Where a conflict exists between this Order and any state public health order related to controlling the spread of COVID-19 during this pandemic, the most restrictive provision controls. Consistent with California Health and Safety Code section 131080, except where the State Health Officer may issue an order expressly directed at this Order or a provision of this Order and based upon a finding that a provision of this Order constitutes a menace to the public health, any more restrictive measures in this Order may continue to apply and control in the County of Los Angeles Public Health Jurisdiction.

28. Pursuant to Sections 26602 and 41601 of the California Government Code and Section 101029 of the California Health and Safety Code, the Health Officer requests that the Sheriff and all chiefs of police in all cities located in the Los Angeles County Public Health Jurisdiction ensure compliance with and enforcement of this Order. The violation of any provision of this Order constitutes an imminent threat and menace to public health, constitutes a public nuisance, and is punishable by fine, imprisonment or both.
29. This Order shall become effective at 12:01am on **Friday, May 14, 2021** and will continue to be until it is revised, rescinded, superseded, or amended in writing by the Health Officer.

IT IS SO ORDERED:



5/14/2021

Muntu Davis, M.D., M.P.H.

Date

Health Officer,
County of Los Angeles

Appendices At-A-Glance

Businesses and customers should continue reviewing sector-specific protocol on a regular basis to ensure they are complying with the latest health protection and prevention measures.

All DPH protocol is available at:

<http://publichealth.lacounty.gov/media/Coronavirus/index.htm>

Appendix A: Protocol for Social Distancing [Revised 4/29/2021]

Appendix B: Protocols for Retail Establishments Opening for In-person Shopping [Revised 5/5/2021]

Appendix B-1: Protocols for Grocery Stores and Retail Food Markets [Revised 4/5/2021]

Appendix C: Reopening Protocol for Warehousing, Manufacturing and Logistic Establishments [Revised 2/5/2021]

Appendix D: Protocols for Office-Based Worksites [Revised 5/5/2021]

Appendix E: Protocols for Shopping Center Operators [Revised 5/5/2021]

Appendix F: [Rescinded on 12/29/2020]

Appendix G: Protocol for Vehicle-Based Parades [Revised 10/13/2020]

Appendix H: [Rescinded and Incorporated into Appendix R on 10/23/2020]

Appendix I: Protocol for Restaurants [Revised 5/5/2021]

Appendix J: Reopening Protocol for Music, Film, and Television Production [Revised 5/5/2021]

Appendix K: Reopening Protocol for Day Camps [Revised 4/29/2021]

Appendix L: Reopening Protocol for Gyms and Fitness Establishments [Revised 5/5/2021]

Appendix M: Reopening Protocol for Museums, Galleries, Zoos, and Aquariums [Revised 5/5/2021]

Appendix N: Protocol for Professional Sports Leagues and Facilities Opening for Training Sessions, Spectator-Free Events, and Events with Spectators [Revised 12/12/2020]

Appendix O: Reopening Protocol for Campgrounds, RV parks and Cabin Rental Units [Revised 1/28/2021]

Appendix P: Reopening Protocol for Hotels, Lodging, and Short-Term Rentals [Revised 5/5/2021]

Appendix Q: Reopening Protocol for Cardrooms [Revised 5/5/2021]

Appendix R: Reopening Protocol for Personal Care Establishments [Revised 5/5/2021]

Appendix S: Protocols for Youth and Adult Recreational Sports [Revised 5/8/2021]

--continued on next page--

Appendix T1: Reopening Protocols for K-12 Schools [Revised 4/28/2021]

Appendix T2: Protocol for COVID-19 Exposure Management Plan in K-12 Schools [Revised 4/30/2021]

Appendix U: Reopening Protocol for Institutes of Higher Education [Revised 5/10/2021]

Appendix V: Protocols for Family Entertainment Centers [Revised 5/5/2021]

Appendix W: Protocols for Limited Services Businesses [Revised 5/5/2021]

Appendix X: Protocols for Movie Theaters [Revised 5/5/2021]

Appendix Y: Protocol for Breweries, Wineries, and Craft Distilleries [Revised 5/5/2021]

Appendix Y-1: Reopening Protocol for Bars [Revised 5/5/2021]

Appendix Z: Protocol for Live Events and Performances (Outdoor Seated) [Revised 5/7/2021]

Appendix Z-1: Protocol for Live Events and Performances (Indoor Seated) [Revised 5/7/2021]

Appendix AA: Protocol for Amusement Parks, Theme Parks, and Fairs Reopening for Outdoor Public Access [Revised 5/5/2021]

Appendix BB: Protocol for Private Events (Meetings, Receptions, and Conferences) [Revised 5/6/2021]

Appendix CC: Guidance for Informal Social Gatherings [Revised 5/11/2021]

Appendix DD: Protocol for Community Sporting Events [Issued 5/5/2021]

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.



City Council Agenda Report

ITEM NO. 12

DATE: June 2, 2021

FROM: Sean Joyce, Interim City Manager

PREPARED BY: Joanna Hankamer, Director of Planning and Community Development
Margaret Lin, Manager of Long-Range Planning and Economic Development

SUBJECT: **Appropriate \$25,000 of the \$420,000 Repurposed Metro Cycle 3 Open Streets Grant Funds for Pre-Design Activities for the Slow Streets Program**

Recommendation

It is recommended that the City Council appropriate \$25,000 of the \$420,000 repurposed Los Angeles County Metropolitan Transportation Authority (Metro) Cycle 3 Open Streets grant funds to the Golden Street Grant line item 249-2010-2011-8170, Professional Services in Management Services, for the pre-design phase of the Slow Streets Program.

Discussion/Analysis

On May 19, 2021, the City Council authorized the Interim City Manager to execute the first amendment with Metro to repurpose the \$420,000 Open Streets grant award to support pandemic recovery. The repurposed grant funds include three components: development of a Slow Streets Program, design and installation of retractable traffic bollards, and traffic studies. The grant funds must be spent by December 31, 2021 and includes a local match requirement of \$105,000 (20 percent) for a total project cost of \$525,000. The City Council directed staff to initiate Requests for Proposals (RFPs) for all three components of the repurposed grant; and immediately initiate a Professional Services Agreement (PSA) with Active San Gabriel Valley (ActiveSGV) to conduct the pre-design public outreach for a Slow Streets Program, which is anticipated to cost approximately \$25,000.

On May 20, 2021, staff released all three of the RFPs; and reached out to ActiveSGV to coordinate the scope of work for the pre-design phase. The pre-design outreach will solicit feedback regarding applicable strategies and locations and include outreach-related graphics, for a total of \$25,000. The public outreach component will be conducted by ActiveSGV, and the associated graphic support will be provided by a complementary graphics consultant. The subsequent Slow Streets Program scope of work, currently being solicited through an RFP, will integrate the public input gathered by ActiveSGV. Upon completion of the RFP process, staff will return to City Council with contracts and appropriation requests for the Slow Streets Program, bollards, and traffic studies.

Appropriate Open Streets Grant Funds for Slow Streets Program Pre-Design Outreach

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Next Steps:

1. June 2 – July 2021: Pre-design phase for the Slow Streets Program, including outreach
2. July 7, 2021: Appropriation of remaining grant funds and award of contracts for the Slow Streets Program, traffic studies, and traffic bollard RFPs

Background

On September 27, 2018, the Metro Board awarded \$4 million for Cycle 3 of the Open Streets Grant Program. The City received \$420,000 to plan and host the 626 Golden Streets Arroyo Fest. On December 18, 2019, the City Council authorized the City Manager to accept a grant award from Metro in the amount of \$420,000. In Fall 2020, the City cancelled the Arroyo Fest event due to the pandemic. On February 3, 2021, the City Council authorized the Interim City Manager to request authorization from Metro to repurpose the grant award to support pandemic recovery.

On May 19, 2021, the City Council authorized the Interim City Manager to execute the first amendment with Metro to repurpose the \$420,000 grant award and authorized staff to issue RFPs to develop a Slow Streets Program; analyze the impacts of temporary closures of a travel lane in each direction on Mission Street, between Orange Grove Avenue and Fair Oaks Avenue, and Meridian Avenue, between Mission Street and El Centro Avenue; and design and install removable bollards on Meridian Avenue, between Mission Street and El Centro Avenue.

Legal Review

The City Attorney has reviewed this item.

Fiscal Impact

The project cost of \$525,000 includes \$420,000 provided by the Metro grant award and \$105,000 from the local match requirement. The in-kind match for the City can be paid through staff time or in-kind contributions. The overall budget estimate is as follows:

Task	Grant Funds
Slow Streets Program	\$153,600
Metro Grant Evaluation and Reporting	\$12,000
Grant Administration	\$34,400
Traffic Studies for Mission Street and Meridian Avenue	\$52,000
Removable Bollard Design and Installation	\$120,000
Other Public Safety and Traffic Control Equipment/Services	\$48,000
TOTAL PROJECT COST	\$420,000

The \$25,000 for outreach will be appropriated to the Golden Street Grant line item 249-2010-2011-8170, Professional Services in Management Services.

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. 13

DATE: June 2, 2021

FROM: Sean Joyce, Interim City Manager

VIA: Lucy Demirjian, Assistant to the City Manager

SUBJECT: **Review of “Hero Pay” Urgency Ordinance Establishing Requirement and Associated Protections for Grocery and Drug Retail Workers in the City and Consideration of Ordinance Extension**

Recommendation

It is recommended that the City Council review the “hero pay” urgency ordinance and provide direction as to whether to extend the ordinance beyond the initial 60 days.

Discussion / Analysis

On April 21, 2021, the City Council voted unanimously to adopt an Urgency Ordinance establishing premium pay and associated labor protections for grocery and drug retail workers working in the City of South Pasadena. The City Council requested the ordinance to be re-evaluated within 45 days to determine whether it needs to be extended. Otherwise, the urgency ordinance will expire 60-days after adoption, June 20, 2021.

The ordinance requires that grocery or drug retail store that employs over 300 grocery or drug retail workers nationally and employs more than fifteen employees per store in the City of South Pasadena provide premium pay of an additional \$3 per hour to their workers in South Pasadena for 60 days. The ordinance applies to stores if they employ 300 or more workers nationally, and more than 15 employees per location in the City.

The ordinance applies to Grocery stores that devote 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 70% or more revenue from retailing a general range of food products, then it qualifies as a grocery store. The ordinance also applies to Drug Retail stores that sell a variety of prescription and nonprescription medicines and miscellaneous items, including but not limited to drugs, pharmaceuticals, sundries, produce, meats, poultry, fish, deli products, dairy products, canned foods, dry foods, and other merchandise

The ordinance provides 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.

Review of “Hero Pay” Ordinance
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Alternatives

1. If City Council direction is to extend the ordinance, an urgency ordinance will be drafted for the next Council meeting scheduled for June 16, 2021. Certain findings will need to be made and a 4/5th vote is required for the urgency ordinance to pass.
2. If the City Council does not extend the urgency ordinance, it will expire June 20, 2021.

Background

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.

On April 6, 2021, Governor Gavin Newsom announced that he anticipates everyday activities will be allowed again in the State of California, on June 15, 2021, including allowing most businesses to re-open with common-sense risk reduction measures, including maintaining an order for mask wearing, and that large-scale indoor events will be allowed to occur with testing or vaccination verification requirements.

On May 14, 2021, the Los Angeles County Public Health Officer issued a revised order to reflect that the County has met the threshold for the least restrictive Yellow Tier in the State's Blueprint for a Safer Economy.

On May 21, 2021, the California Department of Public Health published the Beyond the Blueprint Framework for Industry and Business Sectors ahead of the state's anticipated June 15 expiration of the Blueprint for a Safer Economy. Under the Beyond the Blueprint framework, all sectors listed in the current Blueprint Activities and Business Tiers Chart may return to normal operations with no capacity limitations or physical distancing.

On May 25, 2021, Los Angeles County Public Health released metrics showing reduced, COVID-19 transmission; the County's adjusted case rate dropped to 0.9 new cases per 100,000. The overall test positivity rate dropped to 0.5% across the county and in areas with the fewest health affirming resources. Los Angeles County remains in the least restrictive yellow tier in the State's Blueprint for a Safer Economy framework.

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On June 15, almost all sectors and businesses will be able to return to usual operations with some limited exceptions. In most settings, capacity limits and distancing requirements will be lifted. There will be requirements and recommendations for mega-events and the County will rescind its travel advisory and align with the State and Centers for Disease Control and Prevention (CDC) guidance on travel.

Legal Review

The City Attorney has reviewed this item.

Fiscal Impact

Additional staff time and resources will be needed for 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: Urgency Ordinance

URGENCY ORDINANCE NO. 2354**AN URGENCY ORDINANCE OF THE CITY COUNCIL
OF THE CITY OF SOUTH PASADENA, CALIFORNIA,
ESTABLISHING PREMIUM PAY AND ASSOCIATED LABOR PROTECTIONS
FOR GROCERY AND DRUG RETAIL WORKERS WORKING IN SOUTH PASADENA
AND SETTING FORTH THE FACTS CONSTITUTING SUCH URGENCY**

WHEREAS, 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; and

WHEREAS, COVID-19 has broadly spread throughout California and remains a significant health risk to the community, especially members of our most vulnerable populations; and

WHEREAS, 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; and

WHEREAS, 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; and

WHEREAS, on March 16, 2020, the City Council of the City of South Pasadena 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; and

WHEREAS, 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 and drug retail 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

WHEREAS, 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 and drug retail 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

WHEREAS, 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 South Pasadena is a part of, was at zero percent ICU capacity on January 15, 2021. Nevertheless, grocery and drug retail workers report to work while others are directed to remain home to slow the spread of the virus; and

WHEREAS, on December 3, 2020, Governor Newsom extended the “Stay Home– Stay Healthy” proclamation; and

WHEREAS, on January 25, 2021 Governor Newsom lifted the statewide stay-at- home order, returning counties back to a tiered system; and

WHEREAS, 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; and

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

WHEREAS, 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 South Pasadena has reported 1,874 cases of COVID-19, including 24 deaths; and

WHEREAS, grocery and drug retail stores are essential businesses operating in South Pasadena during the COVID-19 emergency making grocery and drug retail workers highly vulnerable to economic insecurity and health or safety risks; and

WHEREAS, grocery and drug retail workers 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; and

WHEREAS, 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; and

WHEREAS, grocery and drug retail workers working during the COVID-19 emergency warrant additional compensation because they are performing hazardous duty due to the significant risk of exposure to the COVID-19 virus. Grocery and drug retail 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; and

WHEREAS, the availability of grocery and drug retail stores is fundamental to the health of the community and is made possible during the COVID-19 emergency because grocery and drug retail workers are on the frontlines of this devastating pandemic supporting public health, safety, and welfare by working in hazardous situations. A study of grocery and drug retail 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 and drug retail 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; and

WHEREAS, establishing an immediate requirement for grocery and drug retail stores to provide premium pay to workers protects public health, supports stable incomes, and promotes job retention by ensuring that 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; and

WHEREAS, 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 and drug retail stores to provide premium pay for workers performing work in South Pasadena. Requiring grocery and drug retail stores to provide premium pay to compensate workers for the risks of working during a pandemic. Grocery and drug retail 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; and

WHEREAS, 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 South Pasadena Municipal Code to protect the peace, health, and safety of the public. The South Pasadena City Council finds that this ordinance is necessary for the preservation of the public peace, health, and safety of grocery and drug retail workers working in South Pasadena 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.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA,

CALIFORNIA, DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1. The foregoing Recitals are true and correct and incorporated by reference herein as if fully set forth.

SECTION 2. PREMIUM PAY FOR GROCERY AND DRUG RETAIL WORKERS.**A. Definitions.**

For purposes of this Ordinance:

“Adverse action” means reducing the compensation to a covered worker, garnishing gratuities, temporarily or permanently denying or limiting access to work, incentives, or bonuses, offering less desirable work, demoting, terminating, deactivating, putting a covered worker on hold status, failing to rehire after a seasonal interruption of work, threatening, penalizing, retaliating, or otherwise discriminating against a covered 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 covered worker from exercising any right afforded by this ordinance.

“Aggrieved party” means a covered 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 South Pasadena.

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

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

“Drug retail store” means a store that sells a variety of prescription and nonprescription medicines and miscellaneous items, including but not limited to, drugs, pharmaceuticals, sundries, produce, meats, poultry, fish, deli products, dairy products, canned foods, dry foods, beverages, prepared foods, and other merchandise (also referred to as drug retail products).

“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 or drug retail store that employs over three hundred (300) grocery or drug retail workers nationally and employs more than fifteen (15) employees per store in the City of South Pasadena.

“Premium pay” means additional compensation owed to a covered 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 or drug retail store, parent company or any person who is alleged or found to have committed a violation of this Ordinance.

B. Grocery or Drug Retail worker coverage.

For the purposes of this Ordinance, covered workers are limited to those who perform work for a hiring entity where the work is performed by that worker in the City of South Pasadena.

C. Hiring entity coverage.

1. For purposes of this Ordinance, hiring entities are limited to those who employ three hundred (300) or more covered workers nationally and employ more than fifteen (15) employees per store in the City of South Pasadena.
2. To determine the number of covered workers employed for the current calendar year:
 - a. The calculation is based upon the average number per calendar week of grocery or drug retail workers who worked for compensation during the preceding calendar year for any and all weeks during which at least one (1) grocery or drug retail worker worked for compensation. For hiring entities that did not have any grocery or drug retail workers during the preceding calendar year, the number of grocery or drug retail workers employed for the current calendar year is calculated based upon the average number per calendar week of grocery or drug retail 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 or drug retail workers who worked for compensation shall be counted, including but not limited to:
 - i. Grocery or drug retail workers who are not covered by this Ordinance; and
 - ii. Covered grocery or drug retail workers who worked in South Pasadena.

D. Premium pay requirement.

1. Hiring entities shall provide each covered worker with premium pay consisting of an additional Three Dollars (\$3.00) per hour for each hour worked within the City of South Pasadena;
2. Hiring entities shall provide the pay required by Subsection D.1 for a minimum of

sixty (60) days from the effective date of this Ordinance; and

3. This terms of this Ordinance shall be in effect for sixty (60) days from the effective date of this Ordinance, unless extended by Council action.

E. Covered 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 covered worker's compensation;
 - b. Limit a covered 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 grocery or drug retail 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 or drug retail 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 grocery or drug retail 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 store utilized by employees for breaks, and in an electronic format that is readily accessible to the covered workers. The notice of rights shall be made available to the covered 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 or drug retail worker(s).

G. Hiring entity records.

1. Hiring entities shall retain records that document compliance with this Ordinance for grocery or drug retail workers.
2. Hiring entities shall retain the records required above for a period of two (2) years.
3. 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 grocery or drug retail worker for whom records were not retained.

H. Retaliation prohibited.

No hiring entity employing a grocery or drug retail worker shall discharge, reduce in compensation, or otherwise discriminate against any grocery or drug retail 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 grocery or drug retail 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 or drug retail 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 covered 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 or drug retail 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 covered 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 covered 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 South Pasadena 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 or drug retail workers continue working and providing this essential service to the residents of South Pasadena and the region generally. The workers have already been working for many months throughout this pandemic with new variants continuing to emerge. Grocery or drug retail 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 or drug retail services and access to food through grocery or drug retail store operations. Under Government Code Section 8634 and South Pasadena Municipal Code Chapter 11, 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 or drug retail workers 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. Authority. This ordinance is enacted pursuant to Article XI, Section 7, of the California Constitution, and in compliance with Government Code section 36937.

SECTION 7. Publication and Effective Date. Upon adoption of this Urgency Ordinance by no less than four-fifths (4/5) vote of the Council, the Mayor shall sign and the City Clerk shall attest to the passage of this Ordinance. The City Clerk shall cause the same to be published once in newspaper of general circulation within fifteen (15) days after its adoption. This Urgency Ordinance shall become effective immediately upon its adoption.

SECTION 8. Repeal. This Ordinance shall be automatically repealed sixty (60) days after adoption.


PASSED, APPROVED, AND ADOPTED this 21st day of April, 2021.

DocuSigned by:
Diana Mahmud, Mayor
38815312B7DE402...


Diana Mahmud, Mayor

ATTEST:

APPROVED AS TO FORM:

DocuSigned by:

F69D694F8A024D0...

Maria E. Ayala, Chief City Clerk

DocuSigned by:

3657EFA936854DF...

Teresa L. Highsmith, City Attorney

Date: 4/22/2021

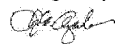
I HEREBY CERTIFY the foregoing ordinance was duly adopted by the City Council of the City of South Pasadena, California, at a regular meeting held on this 21st day of April, 2021, by the following vote:

AYES: Donovan, Primuth, Zneimer, Cacciotti, and Mayor Mahmud

NOES: None

ABSENT: None

ABSTAINED: None

DocuSigned by:

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Maria E. Ayala, Chief City Clerk



City Council Agenda Report

ITEM NO. 14

DATE: June 2, 2021

FROM: Sean Joyce, Interim City Manager

PREPARED BY: Lucy Demirjian, Assistant to the City Manager

SUBJECT: **Approval of a Professional Services Agreement with Pasadena Humane Society and SPCA for Animal Control Services until June 30, 2026, for an Amount Not to Exceed \$894,217**

Recommendation Action

It is recommended that the City Council approve a professional services agreement with the Pasadena Humane Society & SPCA (PHS) for animal control services for a five-year term ending June 30, 2026, for an amount not to exceed \$894,217.

Discussion/Analysis

In response to the significant contract increases proposed by PHS, in late 2019 a coalition of west San Gabriel Valley (SGV) Cities, including South Pasadena, contested the significant increases and sought to negotiate a more manageable rate. A temporary compromise was reached for a “bridge” contract with each city to keep costs more manageable. On May 20, 2020, the City Council approved an amendment to extend services with a rate increase of approximately 30% for one-year as a temporary compromise as other options were explored. The existing agreement with PHS expires June 30, 2021.

The attached contract and scope of services are being proposed jointly by the PHS and each of the contract cities. The new five-year contract provides for standardized language and uniform terms of service with PHS for adoption by each current member city. The terms were negotiated by city managers of the SGV cities to manage cost increases acceptably for all cities and PHS. The cost for services for the first year is the same as the current contract, less whatever revenue was returned for licensing. Thereafter, an annual CPI escalator will apply, not to exceed 3%. PHS will also retain 100% of pet-licensing revenues and any animal impound fees it collects. Although the City currently receives 50% of these fees, the amount fluctuates and is not a material component of the City’s annual revenue. The latter feature of the new agreement was a negotiated point that served both parties, while PHS retains all revenue, cities experience less of an increase in service costs.

PHS will respond to priority one calls (seemingly vicious or danger animals, sick or injured animals at large, etc.) no later than 90 minutes from the time of dispatch, with a commitment to respond to 80% of “priority one” calls within 45 minutes of dispatch, 24 hours a day. Routine calls (dogs at large, abuse/neglect complaints, dead animals, etc.) will be responded to within two hours during the hours of 8:00 a.m. to 8:00 p.m., seven days a week. PHS will no longer perform general patrol in the City. Instead the agency will perform directed patrol services by

Agreement with Pasadena Humane Society for Animal Control Services
June 2, 2021
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request of the City. In these situations, PHS will perform patrol for a specific area or problem for a limited duration for the purpose of addressing an enforcement issue related to animals.

Background

Penal Code Section 597(f) sets forth all laws pertaining to animal control and care, including duties to impound and care for abandoned animals. The City contract with the PHS for animal shelter and animal control services is set to expire on June 30, 2021. Services include pick up and impound of all animals (sick or injured), owner relinquished animals for placement or euthanasia, deceased animals, and wildlife, in accordance with State law. PHS also handles dog licensing (required by the State of California for dogs age 4 months and older), affordable spay/neuter services, vaccination clinics, and microchipping.

PHS provides annual reports to the City detailing animal control activity and fees received. In 2019, PHS recorded over 952 contacts in South Pasadena resulting in 633 impounded animals (482 live) including rodents, reptiles, rabbits, birds, cats, dogs and other mammals. More than 200 of these animals were adopted or released into the wild. PHS also reported \$24,000 of fees realized, including licensing and penalties.

In 2017, PHS hired an accounting firm to look into their finances, detailing the actual cost of services to the cities with contracts, including basic cost of living and operations adjustments. In the final quarter of 2019 PHS informed all of the cities contracting for services that rates would increase beginning on July 1, 2020, to offset operational costs. In total, PHS proposed to increase its contract services for all cities from \$1,656,971 to \$3,088,384, almost doubling its income from local cities. Proposed rate increases to each city differed based on actual costs and prior contract term, with some going as high as a 300% increase. PHS proposed to increase rates to South Pasadena by roughly \$80,000, or more than 60% over the original contract rate.

A one-year contract with PHS for each SGV city was proposed, with the understanding that negotiations with PHS would continue for a long-term contract during the term of the one-year extension. In May 2020, the City Council approved a one-year amendment with a \$43,000 increase in cost for services.

Alternatives

Since the one-year extension, the coalition of SGV cities continued to explore alternative animal control service options including a long-term contract with PHS, a change in service provider from PHS to LA County, or the formation of a Joint Powers Authority (“JPA”) with local cities. Providing animal control services directly in-house was not a consideration as it would be far costlier to the respective member cities than the current arrangement with PHS. The more cost-effective option for the City was determined to be to continue outsourcing animal control services.

Joint Powers Authority

In November 2020, the City participated in an animal services JPA feasibility assessment to consider cost sharing opportunities with 11 other cities including Alhambra, Arcadia, Bradbury, Duarte, La Canada Flintridge, Monrovia, Pasadena, Rosemead, San Gabriel, San Marino, and Sierra Madre. Citygate Associates, LLC, was retained to conduct an independent study to assess

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the feasibility of forming a multi-city animal services JPA and explore options for providing a quality animal services program that will allow cities to manage costs and provide a method to increase service-level control going forward.

The study included considering feasibility of full-service JPA model and a field-service-only JPA model. This analysis included research related to the requirements for establishing a JPA, development of estimated facility costs, startup costs, staffing levels and costs, equipment startup and ongoing costs, financing costs, estimated revenues, and estimated ongoing annual operating costs for both models. The consultant also developed estimated timelines for implementation for each model, including the formation of the JPA, issuance of bonds, acquisition of equipment and facilities, and implementation of the JPA.

Overall, there is a significant cost increase of implementing an animal services JPA and a lengthy timeline for establishment. At this time, it is recommended that the City approve a five-year contract with PHS while staff continues to work with SGV cities to more fully explore a JPA or other options.

County Contract

One of the options explored by cities was contracting with Los Angeles County for similar services. Staff also participated in a working group with the SGV cities and Los Angeles County to explore the possibility of a partnership for a new facility in the area. Initial discussions, pre-Covid, included a potential new facility in Altadena. However, the site has since been removed from the County's facilities master plan. Alternative options identified by the County, including an expanded facility in Commerce, were not consistent with the goals of the SGV cities. Existing County facilities do not have the capacity to accommodate all SGV cities and several cities were reluctant to switch to the County due to concern for comparative service quality and proximity.

Next Steps

Over the next year, the SGV cities working group will meet with PHS to discuss licensing fees and methods for offsetting contract costs by licensing revenue. Currently, PHS contract cities set their own licensing and penalty fees, which all vary. However, since PHS contract cities share the same services from PHS, it is recommended that the contract cities work with PHS to move towards standardized licensing fees for all cities served by PHS. It has been suggested that a new standard rate should be developed pursuant to a licensing fee analysis and cost comparison.

Fiscal Impact

Funds have been budgeted for this contract in the proposed FY 2021-22 budget, Police Department account number 101-4010-4011-8180. The contract terms include a CPI escalator, not to exceed 3% each year. Under the new contract, PHS will retain all revenues from licensing and fees.

FY 21 (current)	FY 22	FY 23	FY 24	FY 25	FY 26
\$171,570	\$168,430	\$173,483	\$178,687	\$184,048	\$189,569

Agreement with Pasadena Humane Society for Animal Control Services
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Legal Review

The City Attorney has reviewed this item.

Public Notification of Agenda Item

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

Attachments:

1. PHS Contract
2. PHS cost calculations for standardized contract with SGV cities

ATTACHMENT 1
PHS Contract
With Scope of Services

**PROFESSIONAL SERVICES AGREEMENT FOR ANIMAL
SHELTER AND ANIMAL CONTROL SERVICES**
(Pasadena Humane / City of South Pasadena)

THIS AGREEMENT ("Agreement") is made and entered into as of this 1st day of July, 2021 ("Effective Date"), by and between the CITY OF SOUTH PASADENA, a municipal corporation ("City"), and the PASADENA HUMANE SOCIETY & SPCA, doing business as PASADENA HUMANE, a nonprofit corporation with headquarters at 361 South Raymond Avenue, Pasadena, CA 91105 ("Pasadena Humane").

WITNESSETH

WHEREAS, Pasadena Humane is currently providing animal shelter and animal control services for City; and

WHEREAS, City desires to maintain the services provided by Pasadena Humane and use the services, supplies, equipment, and facilities of Pasadena Humane in the enforcement and performance of the powers and duties as set forth in the City Municipal Code; and

WHEREAS, Pasadena Humane is willing to provide such services, supplies, materials, and use of its equipment and facilities in the enforcement and performance of said powers and duties and to provide animal shelter and animal control services herein stated; and

WHEREAS, Pasadena Humane represents that it has that degree of specialized expertise contemplated within California Government Code, Section 37103, and holds all necessary licenses to practice and perform the services herein contemplated; and

WHEREAS, no official or employee of City has a financial interest, within the provisions of California Government Code, Sections 1090-1092, in the subject matter of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, City and Pasadena Humane do hereby agree as follows:

1.0 SERVICES PROVIDED BY PASADENA HUMANE

- 1.1 **SCOPE OF SERVICES.** Pasadena Humane shall perform the professional services identified in the Scope of Services attached hereto as Exhibit "A" and incorporated herein by this reference. City shall have the right to request, in writing, additional services beyond what is set forth in the Scope of Services. Any such changes mutually agreed upon by the parties, and any corresponding increase in compensation, shall be incorporated by written amendment to this Agreement.

- 1.2 **PROFESSIONAL PRACTICES.** Pursuant to this Agreement, Pasadena Humane shall provide personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence, and skill ordinarily exercised by service providers in similar fields and circumstances in accordance with sound professional practices.
- 1.3 **WARRANTY.** Pasadena Humane warrants that it shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; animal control and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement. Pasadena Humane warrants that it shall advise City of any changes in laws that may affect Pasadena Humane's performance of this agreement.
- 1.4 **PASADENA LIVING WAGE ORDINANCE.** This Agreement is subject to the City of Pasadena's Living Wage Ordinance, Pasadena Municipal Code Chapter 4.11. Pasadena Humane shall comply with the provisions of this Ordinance and shall be required to certify compliance with the Ordinance and provide supporting documentation during the term of the Agreement. Failure to comply with the provisions of this Ordinance may result in termination of this Agreement as well as other penalties as stated in Pasadena Municipal Code Chapter 4.11.
- 1.5 **NON-DISCRIMINATION.** In performing this Agreement, Pasadena Humane shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religious creed color, national origin, ancestry, age, physical disability, mental disability, disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status except as permitted pursuant to Section 12940 of the Government Code. Violation of this provision may result in the imposition of penalties referred to in Labor Code, Section 1735.
- 1.6 **EQUAL EMPLOYMENT OPPORTUNITY PRACTICES.** Pasadena Humane agrees to comply with Section 4.08.035 of the City's Competitive Bidding and Purchasing Ordinance of the Pasadena Municipal Code, the rules and regulations promulgated thereunder, the California Fair Employment and Housing Act (Government Code section 12900 et seq.) and to this end:
- 1.6.1 Pasadena Humane certifies and represents that, during the performance of this Agreement, the Pasadena Humane and any other parties with whom it may subcontract shall adhere to equal opportunity employment practices to assure that applicants and employees are treated equally and are not discriminated against because of their race, religion, color, national origin, ancestry, disability, sex, age, medical condition, marital status, gender

identity. Pasadena Humane further certifies that it will not maintain any segregated facilities.

- 1.6.2 Pasadena Humane shall, in all solicitations or advertisements for applicants for employment placed by or on behalf of this Agreement, state that it is an “Equal Opportunity Employer” or that all qualified applicants will receive consideration for employment without regard to their race, religious creed, color, national origin, ancestry, disability, sex, age, medical condition, marital status, or gender identity.
- 1.6.3 Pasadena Humane shall, if requested to so do by the City, certify that it has not, in the performance of this Agreement, discriminated against applicants or employees because of their race, religious creed, color, national origin, ancestry, disability, sex, age, medical condition, marital status, or gender identity.
- 1.6.4 If requested to do so by the City, Pasadena Humane shall provide the City with access to copies of all of its records pertaining or relating to its employment practices, except to the extent such records or portions of such records are confidential or privileged under state or federal law.
- 1.6.5 Pasadena Humane agrees to recruit Pasadena residents initially and to give them preference, if all other factors are equal, for any new positions which result from the performance of this Agreement and which are performed within the City.
- 1.6.6 Nothing contained in this Agreement shall be construed in any manner so as to require or permit any act which is prohibited by law.
- 1.6.7 The Pasadena Humane shall include the provisions set forth in paragraphs numbered 1.6.1 through 1.6.6 of subsection 1.6 of this Agreement, inclusive, in each of its subcontracts.
- 1.7 DELEGATION AND ASSIGNMENT. Pasadena Humane cannot assign or delegate or otherwise transfer this Agreement or the rights or duties contained herein to any individual, person or legal entity without the written consent of the City. Pasadena Humane may engage a subcontractor(s) as permitted by law and may employ other personnel to perform services contemplated by this Agreement at Pasadena Humane’s expense.
- 1.8 ANIMAL LICENSURE. Pasadena Humane shall issue City animal licenses for rabies vaccinated pets in compliance with licensing ordinances and fees as established by each individual City. One hundred percent of the revenue of the licensing service will be retained by Pasadena Humane. Such rates shall be established in accordance with all applicable State and local laws and as adopted by each individual City.

Each party to this Agreement would like to move towards a standardized rate for all of the Cities that Pasadena Humane serves. This standard rate may be determined by a licensing fee analysis and cost comparison, with recommended licensing rates to be agreed upon by all parties and ratified by the individual Cities. In the absence of this analysis and cost comparison, licensing rates shall be established as is current practice for each individual City.

2.0 COMPENSATION AND BILLING

- 2.1 **COMPENSATION.** In consideration for satisfactory and timely performance of all services provided to City under this Agreement, City shall pay Pasadena Humane \$4,179.06 each month beginning July 1, 2021, for fiscal year 2021-2022, with a Consumer Price Index (CPI) (Los Angeles-Long Beach-Anaheim, CA) escalator for fiscal years 2022-2023 and 2023-2024, 2024-2025, and 2025-2026, for the CPI as determined in June of the previous fiscal year. The escalator shall not exceed 3% on an annual basis. Pasadena Humane will retain 100% of all pet-licensing revenues and retain 100% of any animal impounds fees that Pasadena Humane may collect.
- 2.2 **ADDITIONAL SERVICES.** Pasadena Humane shall retain the proceeds for any additional fees for service.
- 2.3 **METHOD OF BILLING.** Pasadena Humane may submit invoices to City for approval on a progress basis, but no more often than monthly. City shall pay Pasadena Humane's invoice within forty-five (45) days from the date City receives said invoice. Any additional services outside the Scope of Service Exhibit "A" approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.
- 2.4 **RECORDS AND AUDITS.** Financial records of Pasadena Humane's services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be provided to and made available to City for inspection and/or audit at mutually convenient times for a period of three (3) years from the Effective Date. Pasadena Humane shall provide to the City copies of its audited financial reports, annually, covering the period of this Agreement.

3.0 TIME OF PERFORMANCE

- 3.1 **COMMENCEMENT AND COMPLETION OF WORK.** The professional services to be performed pursuant to this Agreement shall commence from the Effective Date of this Agreement. Failure to commence work in a timely manner

and/or diligently pursue work to completion may be grounds for termination of this Agreement.

- 3.2 EXCUSABLE DELAYS. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, pandemic, fire, strikes, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party.

4.0 TERM AND TERMINATION

- 4.1 TERM. The services provided pursuant to this Agreement shall begin on the Effective Date and continue for a period of five years, ending June 30, 2026, ("Termination Date"), unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.
- 4.2 APPOINTMENT. In accordance with South Pasadena Municipal Code Section 5.45, City appoints Pasadena Humane as the Poundmaster of City for the period beginning on the Effective Date and ending on the Termination Date, and hereby authorizes, directs, and empowers Pasadena Humane to perform during the term of this Agreement all the powers and duties conferred and imposed upon the Poundmaster by the South Pasadena Municipal Code, applicable City policies and regulations, and state laws and regulations, as they may be amended from time to time.
- 4.3 ACCEPTING OF APPOINTMENT. Pasadena Humane shall during the term of this Agreement perform all the powers and duties conferred and imposed upon the Animal Shelter and Shelter Director, in compliance with all applicable City policies and regulations, and state laws and regulations, as they may be amended from time to time.
- 4.4 NOTICE OF TERMINATION. This Agreement may be terminated by either party by giving not less than 90 days written notice to the other party, except as referenced in Section 5.8 of this Agreement. The notice shall state the termination date.
- 4.5 COMPENSATION. City shall continue to pay Pasadena Humane pursuant to section 2.1 of this agreement each month through the termination date.

5.0 INSURANCE

- 5.1 MINIMUM SCOPE AND LIMITS OF INSURANCE. Pasadena Humane shall, at its own cost and expense, promptly secure and maintain during the life of this Agreement the following insurance:

- 5.1.1 Comprehensive general liability insurance on an “occurrence” basis, including premises, operations, products and completed operations, property damage, blanket contractual liability, independent contractors, bodily injury and personal and advertising injury with a policy of not less than Two Million Dollars (\$2,000,000) per occurrence. If a general aggregate limit applies, the general aggregate limit shall be twice the required occurrence limit.
- 5.1.2 Comprehensive automobile liability insurance for any owned, non-owned and hired vehicles used in the connection with the performance of this Agreement with a policy of not less than One Million Dollars (\$1,000,000) per accident for bodily injury and property damage.
- 5.1.3 Workers' compensation insurance as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than One Million Dollars (\$1,000,000) per accident for bodily injury or disease.
- 5.1.4 Professional errors and omissions ("E&O") liability insurance with policy limits of not less than Two Million Dollars (\$2,000,000) per occurrence or claim, Two Million Dollars (\$2,000,000) aggregate. Pasadena Humane shall obtain and maintain said E&O liability insurance during the life of this Agreement and for three years after completion of the work hereunder.
- 5.2 If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.
- 5.3 ENDORSEMENTS. Each policy of insurance required hereunder shall contain or be endorsed to contain the following:
 - 5.3.1 "The City of South Pasadena and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to this subject project and Agreement with City."
 - 5.3.2 "This policy shall not be cancelled, reduced, or otherwise modified without the insurance carrier giving the City a minimum of thirty (30) days' prior written notice."
 - 5.3.3 "Any other insurance or self-insurance maintained by the City of South Pasadena shall be in excess of and not contributing with the insurance provided by this policy."

- 5.4 **WAIVER OF SUBROGATION.** Pasadena Humane hereby grants City a waiver of any right to subrogation which any insurer of Pasadena Humane may acquire against City by virtue of the payment of any loss under such insurance. Pasadena Humane agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not City has received a waiver of subrogation endorsement from the insurer.
- 5.5 **SELF-INSURED RETENTIONS.** Self-insured retentions must be declared to and approved by City. City may require Pasadena Humane to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
- 5.6 **ACCEPTABILITY OF INSURERS.** Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII.
- 5.7 **CERTIFICATES OF INSURANCE.** Pasadena Humane shall submit to City a certificate of insurance and endorsements for each policy not less than one (1) day prior to beginning performance under this Agreement. However, failure to obtain the required documents prior to the work beginning shall not waive Pasadena Humane's obligation to provide them. Each certificate shall be signed by a person authorized by that insurer to bind coverage on its behalf. The certificate(s) must be in a form approved by the City. City may require complete certified copies of any or all policies at any time.
- 5.8 **FAILURE TO MAINTAIN REQUIRED INSURANCE.** Failure to maintain required insurance at all times shall constitute a default and material breach of this Agreement. In such event, Pasadena Humane shall immediately notify City and cease all performance under this Agreement until further directed by City other than caring for animals impounded or quarantined at Pasadena Humane's shelter prior to termination. In the absence of satisfactory insurance coverage, City shall have the option to immediately terminate this Agreement.
- 5.9 **SPECIAL RISKS OR CIRCUMSTANCES.** City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.
- 5.10 **NON-LIMITING.** Nothing in this Section shall be construed as limiting in any way, the indemnification provision contained in this Agreement.

6.0 GENERAL PROVISIONS

- 6.1 **ENTIRE AGREEMENT.** This Agreement constitutes the entire Agreement between the parties with respect to any matter referenced herein and supersedes

any and all other prior writings and oral negotiations. This Agreement may only be modified in writing, and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document attached hereto, including exhibits to this Agreement.

- 6.2 DESIGNATED POINT OF CONTACT. Pasadena Humane shall designate an individual to be the point of contact for any and all operational issues involving the City. Pasadena Humane shall provide said individual's contact information, including name and telephone number upon execution of this Agreement. Likewise, the City shall designate an individual to be the point of contact for any and all operational issues involving Pasadena Humane. The City shall provide said individual's contact information, including name and telephone number upon execution of this Agreement.
- 6.3 BUSINESS LICENSE. Pasadena Humane shall maintain a business license as required by the City Municipal Code during the duration of this Agreement and pay any fees related thereto.
- 6.4 PASADENA TAXPAYER PROTECTION AMENDMENT. Under the provisions of the City of Pasadena Taxpayer Protection Amendment of 2000 ("Taxpayer Protection Act"), the Pasadena Humane will be considered a "recipient of a public benefit." The full provisions of the Taxpayer Protection Act are set forth in the Pasadena City Charter, Article XVII. Under the Taxpayer Protection Act, City public officials who approve this Agreement are prohibited from receiving gifts, campaign contributions or employment from Pasadena Humane for a specified time. As well, if this Agreement is to be approved by the City Council, Councilmembers or candidates for Council are prohibited from receiving campaign contributions during the time this Agreement is being negotiated. This prohibition extends to individuals and entities which are specified and identified in the Taxpayer Protection Act and includes Pasadena Humane and its trustees, directors, partners, corporate officers and those with more than a 10% equity, participation, or revenue interest in Pasadena Humane. Pasadena Humane understands and agrees that:
- 6.4.1 Pasadena Humane is aware of the Taxpayer Protection Act;
- 6.4.2 Pasadena Humane will complete and return the forms provided by the City in order to identify all of the recipients of a public benefit specified in the Taxpayer Protection Act; and
- 6.4.3 Pasadena Humane will not make any prohibited gift, campaign contribution or offer of employment to any public official who approved this Agreement.
- 6.5 This Agreement shall be governed by the laws of the State of California.

- 6.6 NOTICES. Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery or mail and shall be addressed as set forth below. Such communication shall be deemed served or delivered: (a) at the time of delivery if such communication is sent by personal delivery; (b) at the time of certified delivery if such communication is sent through regular United States mail.

IF TO CITY:

Brian Solinsky, Chief of Police
South Pasadena City Hall
1414 Mission Street
South Pasadena, CA 91030

IF TO PASADENA HUMANE:

Dia DuVernet, President & CEO
The Pasadena Humane Society and SPCA
361 South Raymond Avenue
Pasadena, CA 91105

- 6.7 ATTORNEY'S FEES. In the event that legal action is necessary to enforce or interpret the provisions of this Agreement, the prevailing party in such action or proceeding shall be entitled to recover its costs of suit, including attorney's fees from the opposing party in any amount determined by the court to be reasonable.
- 6.8 INDEMNIFICATION AND HOLD HARMLESS. Pasadena Humane shall protect, defend, indemnify, and hold harmless City and its elected and appointed officials, officers, and employees from any and all claims, liabilities, expenses, including attorneys' fees, damage to property or injuries to or death of any person or persons or damages of any nature including, but not by way of limitation, all civil claims or workers' compensation claims arising out of or in any way connected with the intentional or negligent acts, error, or omissions of Pasadena Humane, its employees, agents, or subcontractors, including claims arising out of activities on City premises or facilities, in the performance of this Agreement.
- 6.9 INDEPENDENT CONTRACTOR. Pasadena Humane is, and shall at all times remain as to City, a wholly independent contractor. Pasadena Humane shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of the Agreement. Pasadena Humane shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City.

- 6.10 **OWNERSHIP OF DOCUMENTS.** All findings, reports, documents, information, and data including, but not limited to, computer hard drives and files furnished or prepared by Pasadena Humane or any of its subcontractors in the course of performance of this Agreement pursuant to the Scope of Services, shall be and remain the sole property of Pasadena Humane. Pasadena Humane agrees that any such documents or information shall be made available to the City for review.
- 6.11 **PUBLIC RECORDS ACT DISCLOSURE.** Pasadena Humane has been advised and is aware that all reports, documents, information and data including, but not limited to, computer tapes, discs, or files furnished or prepared by Pasadena Humane, or any of its subcontractors, and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code Section 6250 et. seq.). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code Section 6254.7, and of which Pasadena Humane informs City of such trade secret. City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. City shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.
- 6.12 **RESPONSIBILITY FOR ERRORS.** Pasadena Humane shall be responsible for its work and results under this Agreement. Pasadena Humane, when requested, shall furnish clarification and/or explanation as may be required by City, regarding any services rendered under this Agreement at no additional cost to City. In the event that an error or omission attributable to Pasadena Humane occurs, then Pasadena Humane shall, at no cost to City, provide all necessary professional services needed to rectify and correct the matter to the sole satisfaction of City and to participate in any meeting required with regard to the correction.
- 6.13 **PROHIBITED EMPLOYMENT.** Pasadena Humane will not employ any regular employee of City while this Agreement is in effect.
- 6.14 **COSTS.** Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.
- 6.15 **NO THIRD-PARTY BENEFICIARY RIGHTS.** This Agreement is entered into for the sole benefit of City and Pasadena Humane and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under, or to this Agreement.
- 6.16 **HEADINGS.** Any heading of the several paragraphs of this Agreement is inserted for convenience and reference only and shall not be held or construed in any manner to affect the scope, or to limit or to qualify the meaning or intent of the provisions thereof.

- 6.17 CONSTRUCTION. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.
- 6.18 WAIVER. The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.
- 6.19 SEVERABILITY. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party is materially impaired, which determination as made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.
- 6.20 COUNTERPARTS. This Agreement may be executed in counterparts, each of which so executed shall be deemed an original irrespective of the date of the execution, and said counterparts shall together constitute one and the same agreement.
- 6.21 CORPORATE AUTHORITY. The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so, the parties hereto are formally bound to the provisions of this Agreement.
- 6.21 ARBITRATION OF DISPUTES. Any dispute for under \$50,000 arising out of or relating to the negotiation, construction, performance, nonperformance, breach or any other aspect of this Agreement, shall be settled by binding arbitration in accordance with the Commercial Rules of the American Arbitration Association at Los Angeles, California and judgment upon the award rendered by the Arbitrators may be entered in any court having jurisdiction thereof. Neither Party waives its right to object to the timeliness or sufficiency of any claim filed or

required to be filed against each other. The Parties both reserve the right to conduct full discovery.

IN WITNESS WHEREOF, the parties hereto have caused the Agreement to be executed by their duly authorized representatives as of the date of the first written above.

ATTEST:

CITY:

BY: _____
Lucie Colombo, City Clerk

BY: _____
Armine Chaparyan, City Manager

Approved as to Form:

**THE PASADENA HUMANE
SOCIETY & SPCA:**

BY: _____
Teresa L. Highsmith, City Attorney

BY: _____
Dia DuVernet, President & CEO

ATTACHMENT 2
PHS Contract
Cost Calculations

City	FY21 cost (Bridge Contract Amount)	FY20 Rev Reduction to Base	FY22 Proposed (PHS Retains Revenue)	FY22 Proposed	FY23 cost (+3%)	FY24 cost (+3%)	FY25 cost (+3%)	FY26 cost (+3%)
Arcadia	\$ 318,256	\$ -	\$ 318,256	\$ 318,256	\$ 327,804	\$ 337,638	\$ 347,767	\$ 358,200
Bradbury	\$ 12,971	\$ 1,521	\$ 11,450	\$ 11,450	\$ 11,793	\$ 12,147	\$ 12,512	\$ 12,887
La Cañada Flintridge	\$ 129,048	\$ 31,592	\$ 97,456	\$ 97,456	\$ 100,380	\$ 103,391	\$ 106,493	\$ 109,688
Monrovia	\$ 266,472	\$ 28,318	\$ 238,154	\$ 238,154	\$ 245,299	\$ 252,657	\$ 260,237	\$ 268,044
Pasadena	\$ 1,625,887	\$ 20,176	\$ 1,605,711	\$ 1,605,711	\$ 1,653,882	\$ 1,703,499	\$ 1,754,604	\$ 1,807,242
San Marino	\$ 93,927	\$ 10,580	\$ 83,347	\$ 83,347	\$ 85,847	\$ 88,423	\$ 91,076	\$ 93,808
Sierra Madre	\$ 55,312	\$ 10,687	\$ 44,625	\$ 44,625	\$ 45,964	\$ 47,343	\$ 48,763	\$ 50,226
South Pasadena	\$ 171,570	\$ 3,140	\$ 168,430	\$ 168,430	\$ 173,483	\$ 178,687	\$ 184,048	\$ 189,569
PHS Total:	\$ 2,673,443	\$ 106,014	\$ 2,567,429	\$ 2,567,429	\$ 2,644,452	\$ 2,723,785	\$ 2,805,499	\$ 2,889,664