



CITY OF WEST COVINA

CITY COUNCIL/SUCCESSOR AGENCY

**APRIL 6, 2021, 7:00 PM
REGULAR MEETING**

**CITY HALL COUNCIL CHAMBERS
1444 W. GARVEY AVENUE SOUTH
WEST COVINA, CALIFORNIA 91790**

**Mayor Letty Lopez-Viado
Mayor Pro Tem Dario Castellanos
Councilwoman Rosario Diaz
Councilmember Brian Tabatabai
Councilman Tony Wu**

On March 4, 2020, Governor Newsom proclaimed a State of Emergency in California as a result of the threat of COVID-19. On March 17, 2020, Governor Newsom issued Executive Order N-29-20, suspending certain requirements of the Brown Act relating to the conduct of public meetings. Pursuant to the Executive Orders, Council Members may attend City Council meetings telephonically and the City Council is not required to make available a physical location from which members of the public may observe the meeting and offer public comment.

On June 18, 2020, the California Department of Public Health issued guidance mandating that people in California wear cloth face coverings in specified circumstances, including when they are inside of, or in line to enter, any indoor public space. Due to the ongoing COVID-19 emergency and pursuant to State and County public health directives, the City Council Chambers will have limited seating available on a first-come, first-served basis for members of the public to attend and participate in the City Council meeting in person. All persons attending the meeting are required to wear cloth face coverings and observe social distancing protocols. Members of the public may also watch City Council the meeting live on the City's website at: <https://www.westcovina.org/departments/city-clerk/agendas-and-meetings/current-meetings-and-agendas> under the "Watch Live" tab or through the West Covina City YouTube channel at www.westcovina.org/LIVE. If you are experiencing symptoms such as fever or chills, cough, shortness of breath or difficulty breathing, fatigue, or sore throat, the City requests that you participate in the meeting from home by watching the meeting live via the links set forth above.

REMOTE PUBLIC PARTICIPATION:

In lieu of attending the meeting in person, members of the public can submit public comments via email or address the City Council by telephone using the methods described below.

EMAILED PUBLIC COMMENT:

Members of the public can submit public comments to the City Clerk via e-mail at City_Clerk@westcovina.org. The subject line should specify "Oral Communications – 4/6/2021". Please include your full name and address in your e-mail. All emails received by 5:00 P.M. on the day of the Council meeting will be posted to the City's website under "Current Meetings and Agendas" and provided to the City Council prior to the meeting. No comments will be read out loud during the meeting. All comments received by the start of the meeting will be made part of the official public record of the meeting.

TELEPHONIC ACCESSIBILITY.

Members of the public that wish to address the Council by telephone during Oral Communications or a public hearing may contact the City Clerk by email City_Clerk@westcovina.org or by telephone (626) 939-8433 by 5:30 P.M. on the day of the

Council meeting for instructions regarding addressing the City Council by telephone during the meeting.

Please turn off all cell phones and other electronic devices prior to entering the Council Chambers

AMERICANS WITH DISABILITIES ACT

The City complies with the Americans with Disabilities Act (ADA). If you will need special assistance at Council meetings, please call (626) 939-8433 (voice) or (626) 960-4422 (TTY) from 8 to 5 Monday through Thursday. Do call at least one day prior to the meeting date to inform us of your particular needs and to determine if accommodation is possible. For sign language interpreter services at Council meetings, please request no less than four working days prior to the meeting.

AGENDA MATERIAL

Agenda material is available for review at the City Clerk's Office, Room 317 in City Hall, 1444 W. Garvey Avenue South, West Covina and at www.westcovina.org. Any writings or documents regarding any item on this agenda, not exempt from public disclosure, provided to a majority of the City Council that is distributed less than 72 hours before the meeting, will be made available for public inspection in the City Clerk's Office, Room 317 of City Hall located at 1444 W. Garvey Avenue South, West Covina, during normal business hours.

NOTICE

The City Council will regularly convene on the first and third Tuesday of the month. The West Covina Community Development Commission, West Covina Public Financing Authority and the West Covina Community Services Foundation are agencies on which the City Council serves as members. Agendas may contain items for these boards, as necessary.

PUBLIC COMMENTS
ADDRESSING THE CITY COUNCIL
(Per WCMC 2-48, Ordinance No. 2150)

Any person wishing to address the City Council on any matter listed on the agenda or on any other matter within their jurisdiction should complete a speaker card that is provided at the entrance to the Council Chambers and submit the card to the City Clerk.

Please identify on the speaker card whether you are speaking on an agenda item or non-agenda. Requests to speak on agenda items will be heard prior to requests to speak on non-agenda items. All comments are limited to five (5) minutes per speaker.

Oral Communications may be limited to thirty (30) minutes, unless speakers addressing agenda items have not concluded.

Any testimony or comments regarding a matter set for a Public Hearing will be heard during the hearing.

RULES OF DECORUM

Excerpts from the West Covina Municipal Code and Penal Code pertaining to the Rules of Decorum will be found at the end of agenda.

AGENDA

CITY OF WEST COVINA
CITY COUNCIL/SUCCESSOR AGENCY

TUESDAY APRIL 6, 2021, 7:00 PM
REGULAR MEETING

INVOCATION

Led by Pastor Okubo from Immanuel First Lutheran Church

PLEDGE OF ALLEGIANCE

Led by Mayor Letty Lopez-Viado

ROLL CALL

REPORTING OUT FROM CLOSED SESSION

PRESENTATIONS

- Presentation of Resolution of Commendation for Sandy Galvez
- Proclamation for Telecommunications Week
- Proclamation for Donate Life Month

ORAL COMMUNICATIONS - Five (5) minutes per speaker

Please step forward to the podium and state your name and city of residence for the record when recognized by the Mayor.

CITY MANAGER'S REPORT

City Manager's report on current City projects.

CONSENT CALENDAR

All matters listed under CONSENT CALENDAR are considered to be routine and can be acted on by one roll call vote. There will be no separate discussion of these items unless members of the City Council/Community Development Commission request specific items to be removed from the Consent Calendar for separate discussion or action.

APPROVAL OF MEETING MINUTES

- 1) **MARCH 16, 2021, CITY COUNCIL/SUCCESSOR AGENCY CLOSED SESSION MEETING MINUTES
MARCH 16, 2021, CITY COUNCIL/SUCCESSOR AGENCY REGULAR SESSION MEETING MINUTES**

It is recommended that the City Council approve the March 16, 2021, Closed Session Meeting Minutes, and the March 16, 2021, Regular Session Meeting Minutes.

COMMISSION SUMMARY OF ACTIONS

- 2) **COMMUNITY AND SENIOR SERVICES COMMISSION MEETING MINUTES FOR THE NOVEMBER 10, 2020 REGULAR MEETING**

It is recommended that the City Council receive and file the minutes of the November 10, 2020 regular meeting of the Community and Senior Services Commission.

CITY MANAGER'S OFFICE

- 3) **CONSIDERATION OF RESOLUTION NO. 2021-25 DETERMINING THERE IS A NEED TO CONTINUE THE LOCAL EMERGENCY**

It is recommended that the City Council adopt the following resolution:

RESOLUTION NO. 2021-25 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, DETERMINING THE NEED TO FURTHER CONTINUE THE LOCAL EMERGENCY PROCLAIMED ON MARCH 16, 2020, AND PREVIOUSLY CONTINUED ON APRIL 7, 2020, MAY 5, 2020, JUNE 2, 2020, JUNE 23, 2020, JULY 21, 2020, AUGUST 18, 2020, SEPTEMBER 15, 2020, OCTOBER 6, 2020, OCTOBER 20, 2020, NOVEMBER 17, 2020, DECEMBER 1, 2020, JANUARY 19, 2021, FEBRUARY 16, 2021 AND MARCH 16, 2021

COMMUNITY DEVELOPMENT

- 4) **CONSIDERATION OF BUDGET AMENDMENT FOR LOCAL ENFORCEMENT AGENCY REGULATORY COMPLIANCE SERVICES**

It is recommended that the City Council approve the following Resolutions:

RESOLUTION NO. 2021-18 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, ADOPTING A BUDGET AMENDMENT FOR THE FISCAL YEAR COMMENCING JULY 1, 2020, AND ENDING JUNE 30, 2021

- 5) **CONSIDERATION OF RELEASE OF FAITHFUL PERFORMANCE, LABOR AND MATERIAL AND WARRANTY BONDS FOR TRACT MAP NO. 52590 - TAYLOR MORRISON OF CALIFORNIA, LLC**

It is recommended that the City Council accept all on-site and off-site improvements for Tract No. 52590, completed by Taylor Morrison of California, LLC (Administrative Use Permit 14-55 through 14-38 and 15-03 through 15-07) and authorize the release of Faithful Performance, Labor and Material and Warranty Bonds in the amounts of \$61,488, \$61,488 and \$85,629 respectively.

FINANCE DEPARTMENT

6) CONSIDERATION OF RESOLUTION AUTHORIZING THE INVESTMENT OF FUNDS IN THE STATE OF CALIFORNIA LOCAL AGENCY INVESTMENT FUND AND DESIGNATING AUTHORIZED SIGNATORIES

It is recommended that the City Council, acting as the Successor Agency of the West Covina Redevelopment Agency, adopt the following resolution:

RESOLUTION NO. 2021-23 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, ACTING AS THE SUCCESSOR AGENCY TO THE WEST COVINA REDEVELOPMENT AGENCY AUTHORIZING THE INVESTMENT OF FUNDS IN THE STATE OF CALIFORNIA LOCAL AGENCY INVESTMENT FUND, DESIGNATING AUTHORIZED STAFF AS AUTHORIZED SIGNATORIES AND RESCINDING RESOLUTION 2015-59

7) CONSIDERATION OF WEST COVINA FINANCIAL RECOVERY PLAN

It is recommended the City Council approve the Financial Recovery Plan.

HUMAN RESOURCES/RISK MANAGEMENT

8) CONSIDERATION OF RESOLUTION AMENDING THE SALARY SCHEDULE FOR FULL-TIME CLASSIFICATIONS FOR THE CITY OF WEST COVINA

It is recommended that the City Council adopt the following resolution:

RESOLUTION NO. 2021-24 - A RESOLUTION OF THE WEST COVINA CITY COUNCIL APPROVING AN AMENDED SALARY SCHEDULE FOR FULL-TIME CLASSIFICATIONS OF THE CITY OF WEST COVINA

PUBLIC SERVICES

9) CONSIDERATION OF APPLICATION FOR GRANT FUNDS FROM THE CALIFORNIA DEPARTMENT OF PARKS AND RECREATION UNDER THE CALIFORNIA DROUGHT, WATER, PARKS, AND OUTDOOR ACCESS FOR ALL ACT OF 2018 (PROPOSITION 68)

It is recommended that the City Council adopt the following Resolution:

RESOLUTION NO. 2021-19 - RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, APPROVING APPLICATION(S) FOR PER CAPITA GRANT FUNDS FROM THE STATE DEPARTMENT OF PARKS AND RECREATION

10) CONSIDERATION OF ORDINANCE ADOPTING CALIFORNIA UNIFORM PUBLIC CONSTRUCTION ACT COST ACCOUNTING ACT PROCEDURES

It is recommended that the City Council introduce the first reading, by title only, further reading waived, the following ordinance:

ORDINANCE NO. 2477 - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, REPEALING ARTICLE X (PUBLIC WORKS CONTRACTS) OF CHAPTER 19 (STREETS, SIDEWALKS AND PUBLIC PLACES) AND ADDING DIVISION 3 (CONTRACTING FOR PUBLIC PROJECTS) TO ARTICLE VII (PURCHASES AND SALES) OF

CHAPTER 2 (ADMINISTRATION) OF THE WEST COVINA MUNICIPAL CODE

END OF CONSENT CALENDAR

HEARINGS

PUBLIC HEARINGS

11) CONSIDERATION OF CONSTRUCTION, LEASE PURCHASE, AND RENEWABLE ENERGY CREDIT AGREEMENTS IN CONNECTION WITH THE ENERGY SYSTEMS UPGRADES PROJECT

It is recommended that the City Council take the following actions:

1. Conduct the public hearing, and
2. At the conclusion of the public hearing, consider adoption of the following resolution:

RESOLUTION NO. 2021-26 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, AUTHORIZING THE EXECUTION AND DELIVERY OF A CONSTRUCTION AGREEMENT AND LEASE PURCHASE AGREEMENTS AND MAKING FINDINGS REQUIRED BY GOVERNMENT CODE SECTION 4217.10 ET SEQ. IN CONNECTION WITH THE CITY'S ENERGY SYSTEMS UPGRADES PROJECT

3. Authorize the City Manager to negotiate and execute any amendments to the agreements authorized by the Resolution.
4. Authorize the City Manager to negotiate and execute renewable energy credit agreements.

12) CONSIDERATION OF APPEAL OF THE PLANNING COMMISSION'S APPROVAL OF CONDITIONAL USE PERMIT (CUP) NO. 20-07, SLIGHT MODIFICATION NO. 20-01 AND SUBCOMMITTEE FOR DESIGN REVIEW NO. 20-36 AT 1208 S. HOLLENCREST DRIVE.

It is recommended that the City Council conduct a public hearing and thereafter adopt the following Resolutions:

RESOLUTION NO. 2021-21: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, UPHOLDING THE PLANNING COMMISSION'S DECISION AND APPROVING CONDITIONAL USE PERMIT NO. 20-07 AND SUBCOMMITTEE FOR DESIGN REVIEW NO. 20-36 AT 1208 S. HOLLENCREST DRIVE

RESOLUTION NO. 2021-22: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, UPHOLDING THE PLANNING COMMISSION'S DECISION AND APPROVING SLIGHT MODIFICATION NO. 20-01 AT 1208 S. HOLLENCREST DRIVE

13) CONSIDERATION OF ORDINANCE AMENDING PORTIONS OF CHAPTER 26 OF THE MUNICIPAL CODE PERTAINING TO ACCESSORY DWELLING UNITS AND JUNIOR ACCESSORY DWELLING UNITS

It is recommended that City Council conduct the public hearing and then introduce, by title only, further reading waived, the following ordinance:

ORDINANCE NO. 2480 - AN ORDINANCE OF THE CITY COUNCIL OF WEST COVINA, CALIFORNIA, AMENDING PORTIONS OF CHAPTER 26 OF THE MUNICIPAL CODE TO AUTHORIZE ACCESSORY DWELLING UNITS AND JUNIOR ACCESSORY DWELLING UNITS CONSISTENT WITH STATE LAW REQUIREMENTS

14) CONSIDERATION OF FY 2020-2024 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) CONSOLIDATED PLAN

It is recommended that the City Council take the following actions:

1. Approve the proposed FY 2020-2024 CDBG Consolidated Plan; and
2. Approve the following Resolution:

RESOLUTION NO. 2021-20 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, ADOPTING A BUDGET AMENDMENT FOR THE FISCAL YEAR COMMENCING JULY 1, 2020 AND ENDING JUNE 30, 2021 (CDBG CONPLAN)

15) CONSIDERATION OF ORDINANCES RELATED TO ESTABLISHING LOCAL HEALTH DEPARTMENT

It is recommended that the City Council:

1. Conduct the public hearing; and
2. At the conclusion of the public hearing, consider adoption of the following ordinances:

ORDINANCE NO. 2478 - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, AMENDING SECTION 2-236 (EXEMPT POSITIONS) OF DIVISION 3 (PERSONNEL SYSTEM) OF ARTICLE V (EMPLOYEES) OF CHAPTER 2 (ADMINISTRATION) OF THE WEST COVINA MUNICIPAL CODE

ORDINANCE NO. 2479 - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, REPEALING AND REPLACING ARTICLE II (HEALTH CODE) OF CHAPTER 13 (HEALTH AND SANITATION) OF THE WEST COVINA MUNICIPAL CODE TO ADOPT BY REFERENCE DIVISION 1 (PUBLIC HEALTH) OF TITLE 11 (HEALTH AND SAFETY), INCLUDING THE RULES AND REGULATIONS APPENDED THERETO, AND DIVISION 1 (PUBLIC HEALTH LICENSES) OF TITLE 8 (CONSUMER PROTECTION, BUSINESS AND WAGE REGULATIONS) OF THE LOS ANGELES COUNTY CODE

MAYOR/COUNCILMEMBERS REPORTS

AB 1234 Conference and Meeting Report (verbal, if any)

(In accordance with AB 1234, Councilmembers shall make a brief report or file a written report on any meeting/event/conference attended at City expense.)

16) REQUEST FOR CONSIDERATION FROM MAYOR LOPEZ-VIADO REQUESTING BACKGROUND CHECKS

It is recommended that the City Council provide direction to staff.

CITY COUNCIL REQUESTS FOR REPORTS, STUDIES OR INVESTIGATION

(Per City of West Covina Standing Rules 4.f - Requests for reports, studies, or investigations that are not readily available must be placed on the City Council/Successor Agency agenda as items of business and must be approved by a majority of the City Council/Successor Agency Board.)

CITY COUNCIL COMMENTS

ADJOURNMENT

Next Tentative City Council Meeting
April 20, 2021

RULES OF DECORUM

The following are excerpts from the West Covina Municipal Code:

Sec. 2-48. Manner of addressing council; time limit; persons addressing may be sworn.

- a. Each person addressing the council shall step up to the rostrum, shall give his or her name and city of residence in an audible tone of voice for the record and unless further time is granted by the council, shall limit his or her address to five (5) minutes.
- b. The city council may establish a limit on the duration of oral communications.
- c. All remarks shall be addressed to the council as a body and not to any member thereof. No person, other than the council and the person having the floor, shall be permitted to enter into any discussion, either directly or through a member of the council, without the permission of the presiding officer. No question shall be asked of a councilmember except through the presiding officer.
- d. The presiding officer may require any person to be sworn as a witness before addressing the council on any subject. Any such person who, having taken an oath that he or she will testify truthfully, willfully and contrary to such oath states as true any material matter which he knows to be false may be held to answer criminally and subject to the penalty prescribed for perjury by the provisions of the Penal Code of the state.

Sec. 2-50. Decorum--Required.

- a. While the council is in session, the members shall preserve order and decorum, and a member shall neither, by conversation or otherwise, delay or disrupt the proceedings or the peace of the council nor interrupt any member while speaking or refuse to obey the orders of the council or its presiding officer, except as otherwise herein provided.
- b. Members of the public shall not willfully disrupt the meeting or act in a manner that actually impairs the orderly conduct of the meeting. For the purposes of this code, "willfully disrupt" includes, but is not limited to, continuing to do any of the following after being warned by the Mayor that continuing to do so will be a violation of the law:
 - a. Addressing the Mayor and City Council without first being recognized.
 - b. Persisting in addressing a subject or subjects, other than that before the Mayor and City Council.
 - c. Repetitiously addressing the same subject.
 - d. Failing to relinquish the podium when directed to do so.
 - e. From the audience, interrupting or attempting to interrupt, a speaker, the Mayor, a council member, or a staff member or shouting or attempting to shout over a speaker, the Mayor, a council member or a staff member.
 - f. As a speaker, interrupting or attempting to interrupt the Mayor, a council member, or a staff member, or shouting over or attempting to shout over the Mayor, a council member, or a staff member. Nothing in this section or any rules of the council shall be construed to prohibit public criticism of the policies, procedures, programs, or services of the City or of the acts or omissions of the City Council. It shall be unlawful to violate the provisions of this Section.

If any subsection, sentence, clause, or phrase or word of this Section 2-50 is for any reason held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining portions of this Section. The City Council hereby declares that it would have passed this section and each subsection, sentence, clause and phrase thereof, irrespective of the fact that any one or more subsections, sentences, clauses, phrases or words had been declared invalid or unconstitutional.

Sec. 2-52. Persons authorized to be within council area.

No person, except city officials, their representatives and members of the news media shall be permitted within the rail in front of the council chamber without the express consent of the council.

The following are excerpts from the Penal Code

148(a) (1) Every Person who willfully resists, delays, or obstructs any public officer, peace officer, or an emergency medical technician, as defined in Division 2.5 (commencing with Section 1797) of the Health and Safety code, in the discharge or attempt to discharge any duty of his or her office or employment, when no other punishment is prescribed, shall be punished by a fine not exceeding one thousand dollars (\$1,000), or by imprisonment in a county jail not to exceed one year, or by both that fine and imprisonment.

403 Every person who, without authority of law, willfully disturbs or breaks up any assembly or meeting that is not unlawful in its character, other than an assembly or meeting referred to in Section 303 of the Penal Code or Section 18340 of the Elections Code, is guilty of a misdemeanor.



AGENDA STAFF REPORT

City of West Covina | Office of the City Manager

DATE: April 6, 2021

TO: Mayor and City Council

FROM: David Carmany
City Manager

SUBJECT: MARCH 16, 2021, CITY COUNCIL/SUCCESSOR AGENCY CLOSED SESSION MEETING MINUTES
MARCH 16, 2021, CITY COUNCIL/SUCCESSOR AGENCY REGULAR SESSION MEETING MINUTES

RECOMMENDATION:

It is recommended that the City Council approve the March 16, 2021, Closed Session Meeting Minutes, and the March 16, 2021, Regular Session Meeting Minutes.

DISCUSSION:

That the City Council adopt the attached minutes.

Attachments

Attachment No.1 - 3/16/2021 Closed Session Minutes Draft

Attachment No.2 - 3/16/2021 Regular Session Minutes Draft

CITY COUNCIL GOALS & OBJECTIVES: Enhance the City Image and Effectiveness



CITY OF WEST COVINA

CITY COUNCIL/SUCCESSOR AGENCY

**MARCH 16, 2021, 6:00 PM
REGULAR MEETING-CLOSED SESSION**

**MANAGEMENT RESOURCE CENTER 3RD FLOOR
1444 W. GARVEY AVENUE SOUTH
WEST COVINA, CALIFORNIA 91790**

**Mayor Letty Lopez-Viado
Mayor Pro Tem Dario Castellanos
Councilwoman Rosario Diaz
Councilmember Brian Tabatabai
Councilman Tony Wu**

MINUTES

CALL TO ORDER

A Closed Session Meeting was called to order by Mayor Lopez-Viado on Tuesday, March 16, 2021 at 6:00 p.m., in the Management Resource Center Conference Room on the 3rd Floor, 1444 West Garvey Avenue South, West Covina, California

ROLL CALL

Council Members

Present: Council Members Tony Wu, Brian Tabatabai, Rosario Diaz, Mayor Pro Tem Castellanos, Mayor Lopez-Viado.

Council Members

Absent: None

City Staff: David Carmany City Manager, Thomas P. Duarte City Attorney, Helen Tran Human Resources Director, Robbeyn Bird Finance Director, Paulina Morales Economic Development Manager, Danny Yoo Liebert Cassidy Whitmore

PUBLIC COMMENTS ON ITEMS ON THE AGENDA

None

CLOSED SESSION**1. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION**

Pursuant to Government Code § 54956.9 (d)(4)

1. Robert McClelland v. City of West Covina

2. CONFERENCE WITH LABOR NEGOTIATORS

Pursuant to Government Code § 54957.6

City Negotiators: Carmany, Duarte

Employee Organizations

- Confidential Employees
- Maintenance & Crafts Employees
- Non-Sworn
- W.C. Police Officers' Association
- W.C. Firefighters' Management Assoc.
- W.C. Firefighters' Association, I.A.F.F., Local 3226
- General Employees
- Mid-Management Employees
- W.C. Police Management Association

Unrepresented Employee Group

- Department Heads

REPORTING OUT

None

ADJOURNMENT

A motion to adjourn the Closed Session Meeting was made by Mayor Lopez-Viado, and the meeting was adjourned at 6:56 p.m. The next regularly scheduled Closed Session City Council Meeting will be held on Tuesday April 06, 2021 at 6:00 p.m. in the Management Resource Center Conference Room, 3rd Floor, 1444 West Garvey Avenue South, West Covina, California.

Submitted by:

Lisa Sherrick
Assistant City Clerk

Letty Lopez-Viado
Mayor



CITY OF WEST COVINA

CITY COUNCIL/SUCCESSOR AGENCY

**MARCH 16, 2021, 7:00 PM
REGULAR MEETING**

**CITY HALL COUNCIL CHAMBERS
1444 W. GARVEY AVENUE SOUTH
WEST COVINA, CALIFORNIA 91790**

**Mayor Letty Lopez-Viado
Mayor Pro Tem Dario Castellanos
Councilwoman Rosario Diaz
Councilmember Brian Tabatabai
Councilman Tony Wu**

MINUTES

CALL TO ORDER

A Regular Meeting was called to order by Mayor Lopez-Viado on Tuesday, March 16, 2021 at 7:00 p.m. in the Council Chambers, 1444 West Garvey Avenue South, West Covina, California.

INVOCATION

Led by Pastor Kelly DuPee from Faith Community Church

PLEDGE OF ALLEGIANCE

Led by Councilman Tabatabai

ROLL CALL

Present: Council Members Brian Tabatabai, Tony Wu, Rosario Diaz, Mayor Pro Tem Castellanos, Mayor Lopez-Viado.

Council Members

Absent: None

City Staff: David Carmany City Manager, Thomas P. Duarte City Attorney, Lisa Sherrick Assistant

City Clerk; other City staff presented reports and responded to questions as indicated in the minutes.

REPORTING OUT FROM CLOSED SESSION

1. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

Pursuant to Government Code § 54956.9 (d)(4)

1. Robert McClelland v. City of West Covina

2. CONFERENCE WITH LABOR NEGOTIATORS

Pursuant to Government Code § 54957.6

City Negotiators: Carmany, Duarte

Employee Organizations

- Confidential Employees
- Maintenance & Crafts Employees
- Non-Sworn
- W.C. Police Officers' Association
- W.C. Firefighters' Management Assoc.
- W.C. Firefighters' Association, I.A.F.F., Local 3226
- General Employees
- Mid-Management Employees
- W.C. Police Management Association
- Unrepresented Employee Group
- Department Heads

PRESENTATIONS

- Certificate of Recognition to Brian Gutierrez for donating the publication of 500 "West Covina Police Department Annual Review" Books
- Certificate of Recognition to Brian Gutierrez for his efforts with CVS Health Corporation in bringing vaccination sites to West Covina
- Recognition of CVS Health Corporation for bringing vaccination sites to West Covina

ORAL COMMUNICATIONS - Five (5) minutes per speaker

Carolyn Ardut

Bill Elliott

Peggy Martinez

Brian Gutierrez

Maria Castaneda

Bill Cagle

Ryan Serrano

Elsie Messman

Fredrick Sykes

Dana Sykes

Colleen Rozatti

Jim Grivich

Mike Greenspan
R Robinson
Therese Garcia
Armando Herman
Sarah Love
Jefferson Deroux
Yusuf Arifor

CITY MANAGER'S REPORT

Presentation given by Mr. Carmany.

CONSENT CALENDAR

ACTION: Motion by Councilman Wu, Second by Councilmember Tabatabai 5-0 to: Approve Consent Calendar Items 1,3, 7, and 8.

ACTION: Motion by Councilman Wu, Second by Mayor Pro Tem Castellanos 3-1-1 (No: Tabatabai. Absent: Diaz) to: Approve Consent Calendar Item 2 (Item 2 was pulled for discussion by Councilmember Tabatabai).

ACTION: Motion by Councilmember Tabatabai to: Table Consent Calendar Item 4 Indefinitely. Motion Failed Due to Lack of a Second (Item 4 was pulled for discussion by City Manager David Carmany).

ACTION: Motion by Councilman Wu, Second by Councilwoman Diaz 4-1 (No: Tabatabai) to: Introduce the First Reading of Ordinance 2478.

ACTION: Motion by Councilwoman Diaz, Second by Mayor Pro Tem Castellanos 4-1 (No: Tabatabai) to: Introduce the First Reading of Ordinance 2479 and setting a Public Hearing for April 6th.

ACTION: Amended Motion by Councilmember Tabatabai to: Prohibit the Creation of a Public Health Director Position until a full financial analysis is made of the Position. Motion Failed Due to Lack of a Second

ACTION: Motion by Councilman Wu, Second by Councilmember Tabatabai 3-2 (No: Lopez-Viado, No: Diaz) to: Approve Consent Calendar Item 5 (Item 5 was pulled for discussion by Councilwoman Diaz).

ACTION: Motion by Councilman Wu, Second by Councilmember Tabatabai 5-0 to: Approve Consent Calendar Item 6 (Item 6 was pulled for discussion by Councilwoman Diaz).

APPROVAL OF MEETING MINUTES

- 1) **MARCH 2, 2021, CITY COUNCIL/SUCCESSOR AGENCY CLOSED SESSION MEETING MINUTES MARCH 2, 2021, CITY COUNCIL/SUCCESSOR AGENCY REGULAR SESSION MEETING MINUTES**

Carried 5-0 to: approve the March 2, 2021, Closed Session Meeting Minutes, and the March 2, 2021, Regular Session Meeting Minutes.

CITY MANAGER'S OFFICE

- 2) **CONSIDERATION OF RESOLUTION NO. 2021-17 DETERMINING THERE IS A NEED TO CONTINUE THE LOCAL EMERGENCY**

Carried 3-1-1 (No: Tabatabai. Absent: Diaz) to: adopt the following resolution:

RESOLUTION NO. 2021-17 - AN RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, DETERMINING THE NEED TO FURTHER CONTINUE THE LOCAL EMERGENCY PROCLAIMED ON MARCH 16, 2020, AND PREVIOUSLY CONTINUED ON APRIL 7, 2020, MAY 5, 2020, JUNE 2, 2020, JUNE 23, 2020, JULY 21, 2020, AUGUST 18, 2020, SEPTEMBER 15, 2020, OCTOBER 6, 2020, OCTOBER 20, 2020, NOVEMBER 17, 2020, DECEMBER 1, 2020, JANUARY 19, 2021 AND FEBRUARY 16, 2021

- 3) **APPOINTMENT OF CITY COMMUNITY AND SENIOR SERVICES COMMISSIONER**
Carried 5-0 to: receive and file this informational report.

- 4) **CONSIDERATION OF ORDINANCES RELATED TO ESTABLISHING LOCAL HEALTH DEPARTMENT**
Carried 4-1 (No: Tabatabai) to: move forward with the establishment of a local health department, the City Council would take the following actions:

1. Introduce for first reading, by title only, further reading waived, the following ordinance:

ORDINANCE NO. 2478 – AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, AMENDING SECTION 2-236 (EXEMPT POSITIONS) OF DIVISION 3 (PERSONNEL SYSTEM) OF ARTICLE V (EMPLOYEES) OF CHAPTER 2 (ADMINISTRATION) OF THE WEST COVINA MUNICIPAL CODE

2. Introduce for first reading, by title only, further reading waived, the following ordinance, and schedule a public hearing for April 6, 2021 regarding the adoption thereof in accordance with the provisions of Government Code section 50022.1 seq.:

ORDINANCE NO. 2479 – AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, REPEALING AND REPLACING ARTICLE II (HEALTH CODE) OF CHAPTER 13 (HEALTH AND SANITATION) OF THE WEST COVINA MUNICIPAL CODE TO ADOPT BY REFERENCE DIVISION 1 (PUBLIC HEALTH) OF TITLE 11 (HEALTH AND SAFETY), INCLUDING THE RULES AND REGULATIONS APPENDED THERETO, AND DIVISION 1 (PUBLIC HEALTH LICENSES) OF TITLE 8 (CONSUMER PROTECTION, BUSINESS AND WAGE REGULATIONS) OF THE LOS ANGELES COUNTY CODE

COMMUNITY DEVELOPMENT

- 5) **CONSIDERATION OF PROFESSIONAL SERVICES AGREEMENT FOR COMPREHENSIVE DEVELOPMENT CODE UPDATE**

Carried 3-2 (No: Lopez-Viado, No: Diaz) to: take the following actions:

1. Award the contract for the Comprehensive Development Code Update to KTG Y Group Inc.; and
2. Authorize the City Manager to negotiate and execute a Professional Services Agreement with KTG Y Group, Inc., in an amount not to exceed \$490,429, for a term ending March 31, 2024.

6) CONSIDERATION FOR GENERAL PLAN ANNUAL REPORT FOR 2020

Carried 5-0 to: take the following actions:

1. Direct staff to transmit a copy of the Housing Element Annual Report to the California Department of Housing and Community Development; and
2. Direct staff to transmit a copy of the Policy Chart to the State Office of Planning and Research.

HUMAN RESOURCES/RISK MANAGEMENT

7) SUMMARY OF ACTIONS FOR THE HUMAN RESOURCES COMMISSION MEETING OF JANUARY 6, 2021

Carried 5-0 to: receive and file the Summary of Actions for the January 6, 2021 special meeting of the Human Resources Commission

POLICE DEPARTMENT

8) CONSIDERATION OF 2019 STATE HOMELAND SECURITY PROGRAM GRANT

Carried 5-0 to: take the following actions:

1. Accept and appropriate the reimbursable 2019 State Homeland Security Grant totaling \$71,789 in expenditures and revenues, and authorize the City Manager to execute all related agreements; and
2. In accordance with West Covina Municipal Code Chapter 2, Article VII Division 2, Sec. 2-333(i)(2), and the findings of the West Covina Finance Department, find that the Los Angeles County purchase contract # MA-IS-1740313-3 satisfies West Covina's bidding process, and authorize the purchase of a total of 5 (five) APX 8500 vehicle-mounted radios with accessories, directly from Motorola Solutions, for a total of \$40,606.41 from account 218.31.3156.7160.
3. Adopt the attached resolution authorizing the necessary budget amendment:

RESOLUTION NO. 2021-16 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, ADOPTING A BUDGET AMENDMENT FOR THE FISCAL YEAR COMMENCING JULY 1, 2020 AND ENDING JUNE 30, 2021 (2019 STATE HOMELAND SECURITY PROGRAM GRANT)

END OF CONSENT CALENDAR**DEPARTMENTAL REGULAR MATTERS****POLICE DEPARTMENT****9) CONSIDERATION OF LEASE PURCHASE OF AUTOMATED LICENSE PLATE READER (ALPR) CAMERA SYSTEM**

Carried 4-1 (No: Tabatabai) to: take the following actions:

1. In accordance with West Covina Municipal Code Chapter 2, Article VII, Division 2, Sec. 2-330(b), which states that bidding may be dispensed with when the commodity can be obtained from only one (1) vendor, authorize the lease purchase of an Automated License Plate Reader (ALPR) camera system, directly from Flock Group Inc. (Flock Safety) of Atlanta, GA, for a total of \$157, 500, using previously appropriated federal asset forfeiture funds.
2. Authorize the City Manager to negotiate and execute an agreement with Flock Safety, in a form approved by the City Attorney.

MAYOR/COUNCILMEMBERS REPORTS

None

CITY COUNCIL REQUESTS FOR REPORTS, STUDIES OR INVESTIGATION

Councilmember Tabatabai has requested that PD look into an exchange zone regarding online sales.

CITY COUNCIL COMMENTS

None

-The Section has intentionally been left blank-

ADJOURNMENT

The meeting was adjourned in the memory of Ms. Shirley Buchanan who passed away in her home on March 6, 2021. Shirley was a longtime resident, very active and heavily involved in the community. She will be missed by her family and friends. A motion to adjourn the Regular Meeting was made by Councilmember Tabatabai, and the meeting was adjourned at 11:00 p.m. The next regularly scheduled Regular City Council Meeting will be held on Tuesday, April 06, 2021 at 7:00 p.m. in the Council Chambers, 1444 West Garvey Avenue South, West Covina, California.

Submitted by:

Lisa Sherrick
Assistant City Clerk

Letty Lopez-Viado
Mayor



AGENDA STAFF REPORT

City of West Covina | Office of the City Manager

DATE: April 6, 2021

TO: Mayor and City Council

FROM: David Carmany
City Manager

**SUBJECT: COMMUNITY AND SENIOR SERVICES COMMISSION MEETING MINUTES FOR THE
NOVEMBER 10, 2020 REGULAR MEETING**

RECOMMENDATION:

It is recommended that the City Council receive and file the minutes of the November 10, 2020 regular meeting of the Community and Senior Services Commission.

DISCUSSION:

The attached meeting minutes are for the regular Community and Senior Services Commission meeting held on November 10, 2020.

Attachments

Attachment No. 1 - Summary of Actions for Minutes of the Community and Senior Services Commission Regular Meeting on November 10, 2020.

CITY COUNCIL GOALS & OBJECTIVES: Enhance the City Image and Effectiveness



CITY OF WEST COVINA
COMMUNITY AND SENIOR SERVICES COMMISSION

TUESDAY, NOVEMBER 10, 2020, 6:00 PM
REGULAR MEETING

MINUTES

Chair David Stewart
Vice-Chair Nick Lewis
Commissioner Paul Blackburn
Commissioner Tam Dinh
Commissioner Gayle Mason
Commissioner Carole Mullner
Commissioner Betty Valles
Commissioner Alfred Williams
Commissioners Karim Zaklama

THIS MEETING WILL BE HELD VIRTUALLY DUE TO THE FOLLOWING:

On March 4, 2020, Governor Newsom proclaimed a State of Emergency in California as a result of the threat of COVID-19. On March 17, 2020, Governor Newsom issued Executive Order N-29-20, suspending certain requirements of the Brown Act relating to the conduct of public meetings.

Public Participation: In accordance with Executive Order N-29-20 and guidance from the California Department of Public Health on gatherings, Management Resource Center will remain closed to the public. Members of the public may participate remotely in the following way:

Public comments will be accepted via e-mail to the Commissions Administrative Assistant at djohnston@westcovina.org. The subject line should specify "Public Comment for 11/10/2020". Please include your full name and address in your e-mail. The Administrative Assistant will read emails received by 4:00 P.M. the day of the Community & Senior Services Commission meeting out loud into the public record.

AMERICANS WITH DISABILITIES ACT

The Commission complies with the Americans with Disabilities Act (ADA). If you are in need of special assistance at Commission Meetings, please call (626) 939-8433 (voice) or (626) 960-4422 (TTY) from 8:00 a.m. to 5:00 p.m. Monday through Thursday, at least 48 hours prior to the meeting to make arrangements.

AGENDA MATERIAL

Agenda material is available for review at the West Covina City Clerk's Office, Room 317 in City Hall, 1444 W. Garvey Avenue and at www.westcovina.org. Any writings or documents regarding any item on this agenda not exempt from public disclosure, provided to a majority of the Commission that is distributed less than 72 hours before the meeting, will be made available for public inspection in the City Clerk's Office, Room 317 of City Hall during normal business hours.

PUBLIC COMMENTS

ADDRESSING THE COMMUNITY AND SENIOR SERVICES COMMISSION

Any person wishing to address the Commission on any matter listed on the agenda or on any other matter within their jurisdiction should complete a speaker card that is provided at the entrance to the Council Chambers and submit the card to the Commission Secretary

Please identify on the speaker card whether you are speaking on an agenda item or non-agenda. Requests to speak on agenda items will be heard prior to requests to speak on non-agenda items. All comments are limited to three (3) minutes per speaker.

CALL TO ORDER by Commissioner Stewart at 6:03 p.m.

PLEDGE OF ALLEGIANCE / MOMENT OF SILENT PRAYER by Commissioner Stewart.

ROLL CALL

Present: Chair David Stewart, Vice-Chair Nick Lewis, Commissioner Paul Blackburn, Commissioner Gayle Mason, Commissioner Carole Mullner, Commissioner Betty Valles, Commissioner Alfred Williams.

Absent: Commissioner Tam Dinh, Commissioner Karim Zaklama.

Staff Present: Pubic Services Superintendent Mike Cresap, Milan Mrakich, Code Enforcement Manager, Administrative Assistant II Deborah Johnston.

ORAL COMMUNICATIONS - Three (3) minutes per speaker

Please state your name and city of residence for the record when recognized by the Commission Chair.

None.

CONSENT CALENDAR

APPROVAL OF MEETING MINUTES

1) September 8, 2020, Community and Senior Services Commission Meeting Minutes.

It is recommended that Commission approve the September 8, 2020, Community and Senior Services Commission Meeting Minutes.

Motion By: Blackburn, 2nd by: Mason. Motion carried by a vote of 7-0 with 2 absent.

AYES: Blackburn, Stewart, Williams, Mason, Lewis, Mullner, Valles.

NOES: None.

ABSENT: Dinh & Zaklama

ABSTAIN:

NEW BUSINESS

- 2) **Code Enforcement Update Information Report Presentation** - Presented by Milan Mrakich, Code Enforcement Manager.

It is recommended that the Commission receive and file this informational report.

Presented by Milan Mrakich

Discussion was had.

- 3) **Facility Usage Reports for the Months of March 2020 to August 2020.**

It is recommended that the Commission receive and file these reports.

These reports were received and filed.

CONTINUED BUSINESS

- 4) **Parks with the most need for updated playground equipment discussion.**

It is recommended that the Commission direct staff on how to precede with the plan to replace playground equipment at five (5) parks over the next five (5) years.

Presented by Mike Cresap and discussion was had on how to precede with playground replacements going forward. Commission discussed the order of parks given for replacement of playgrounds at city parks as presented by staff to precede with yearly replacement of one playground per year plan. The order is as follows:

1. Galster Park – 1620 Aroma Drive
2. Cortez Park – 2441 E Cortez Street
3. Gingrich Park – 1935 E. Woodgate Drive
4. Friendship Park – 3740 S. Sentous Steet
5. Woodgrove Park – 2001 Brentwood Drive

Motion By: Mason, 2nd by: Valles. To accept staff's recommendations for yearly playground replacement plan. Motion carried by a vote of 5-2 with 2 absent.

AYES: Stewart, Williams, Mason, Mullner, Valles.

NOES: Blackburn, Lewis.

ABSENT: Dinh & Zaklama

ABSTAIN:

AD HOC COMMITTEE REPORTS

ITEMS TO BE AGENDIZED

Commissioner Lewis request for updated on Traffic Committee process.

Commissioner Zaklama's request for update on Senior Services provided to residents.

Commissioner Lewis' request for impacts of COVID 19 and how playground replacement will move forward.

UPCOMING EVENTS

- **Tuesday, November 17, 2020, 7:00 p.m.** - City Council Meeting - City Hall Council Chambers.
- **Tuesday, November 10, 2020, 7:00 p.m.** - Planning Commission Meeting - City Hall Council Chambers.
- **Tuesday, December 1, 2020, 7:00 p.m.** - City Council Meeting - City Hall Council Chambers.
- **Tuesday, December 8, 2020, 7:00 p.m.** - Planning Commission Meeting - City Hall Council Chambers.
- **Saturday, December 12, 2020, 9:00 a.m. - 1:00 p.m.** - Free E-Waste Collection at City Maintenance Yard at 825 S Sunset Ave.
- **Saturday, December 12, 2020, 5:00 - 8:00 p.m.** - West Covina Holiday Express drive-thru event at Cortez Park Community & Senior Center.
- **Tuesday, December 15, 2020, 7:00 p.m.** - City Council Meeting - City Hall Council Chambers.
- **Tuesday, December 22, 2020, 7:00 p.m.** - Planning Commission Meeting - City Hall Council Chambers.

ADJOURNMENT at 6:451 p.m. Motion By: Lewis, 2nd by: All Commissioners present. Motion carried by a vote of 7-0 with 2 absent.

2021 Community and Senior Services Commission Meetings

January 12, 2021, at 6:00 p.m.
March 9, 2021, at 6:00 p.m.
May 11, 2021, at 6:00 p.m.
July 13, 2021, at 6:00 p.m.
September 14, 2021, at 6:00 p.m.
November 9, 2021, at 6:00 p.m.



AGENDA STAFF REPORT

City of West Covina | Office of the City Manager

DATE: April 6, 2021

TO: Mayor and City Council

FROM: David Carmany
City Manager

SUBJECT: CONSIDERATION OF RESOLUTION NO. 2021-25 DETERMINING THERE IS A NEED TO CONTINUE THE LOCAL EMERGENCY

RECOMMENDATION:

It is recommended that the City Council adopt the following resolution:

RESOLUTION NO. 2021-25 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, DETERMINING THE NEED TO FURTHER CONTINUE THE LOCAL EMERGENCY PROCLAIMED ON MARCH 16, 2020, AND PREVIOUSLY CONTINUED ON APRIL 7, 2020, MAY 5, 2020, JUNE 2, 2020, JUNE 23, 2020, JULY 21, 2020, AUGUST 18, 2020, SEPTEMBER 15, 2020, OCTOBER 6, 2020, OCTOBER 20, 2020, NOVEMBER 17, 2020, DECEMBER 1, 2020, JANUARY 19, 2021, FEBRUARY 16, 2021 AND MARCH 16, 2021

BACKGROUND:

On March 17, 2020, the City Council adopted Resolution 2020-19, ratifying Proclamation 2020-01 declaring existence of a local emergency, which was issued by the City Manager acting in the capacity of Director of Emergency Services. The local emergency is due to the novel coronavirus (COVID-19) pandemic. Following adoption of the resolution, the City Council needs to review and reevaluate the need for continuing the local emergency at least once every thirty (30) days in accordance with Section 8-7(a)(2) of the West Covina Municipal Code (WCMC). The City Council previously continued the local emergency on April 7, 2020, May 5, 2020, June 2, 2020, June 23, 2020, July 21, 2020, August 18, 2020, September 15, 2020, October 6, 2020, October 20, 2020, November 17, 2020, December 1, 2020, January 19, 2021 February 16, 2021 and March 16, 2021.

During a proclaimed local emergency, the City Manager, as the Director of Emergency Services, has the powers enumerated in Section 8-7 of the WCMC. On October 20, 2020, the City Council clarified that the exercise of the City Manager's emergency powers is limited to actions directly related to responding to the COVID-19 emergency.

DISCUSSION:

The City Manager, acting in the capacity of Director of Emergency Services, has mobilized appropriate staff and other resources to address the COVID-19 pandemic. Staff at all levels of the organization have been engaged in the response.

On March 4, 2020, Governor Newsom declared a State of Emergency in California. The emergency status allows the State (and cities) to access needed supplies, resources, and funding. For example, the City has received

Coronavirus Relief monies to help offset City costs associated with the COVID-19 pandemic. In addition, West Covina is seeking reimbursement for COVID-19 related expenses through the Coronavirus Aid, Relief, and Economic Security (CARES) Act. To remain eligible for COVID-19 reimbursement the City would have to continue to be under a declared state of emergency. The state of California continues to be under the state's declared state of emergency.

Since late August 2020, the State has utilized the "Blueprint for a Safer Economy" framework for determining what businesses can and cannot open, utilizing a color-coded, tiered system. Under the framework, each county in the State is assigned a tier based on its case rate and test positivity rate. There are four (4) tiers: purple (widespread), red (substantial), orange (moderate), and yellow (minimal).

On November 16, 2020, the State announced that it was pulling an "emergency brake" on the Blueprint for a Safer Economy due to the sharp increase in COVID-19 cases across California and the country. As a result, 94.1% of the State's population was moved to the most restrictive purple tier. The State was still utilizing the color-coded, tiered system; however, it changed the previously outlined process for counties to move between tiers.

On December 3, 2020, the State announced that the California Department of Public Health (CDPH) would evaluate public health based on regions, responsive to hospital capacity for persons residing in those regions. When CDPH determines adult Intensive Care Unit (ICU) bed capacity for a region is less than fifteen percent (15%), a Regional Stay at Home Order goes into effect. Los Angeles County is part of the Southern California Region. A Southern California Regional Stay at Home Order was in effect from December 6, 2020 through January 25, 2021. Once the State lifted the Regional Stay at Home Order, the State resumed using the Blueprint for a Safer Economy framework, as revised in November 2020.

Los Angeles County moved into the red-substantial tier on March 12, 2021 and is currently in the red tier.

As of March 28, 2021, there were 126,359,540 confirmed cases of COVID-19 globally. On March 28, 2021, California reported that, as of March 27, 2021, there were 3,562,191 confirmed cases in California. As of March 27, 2021, there were 1,218,225 confirmed cases in Los Angeles County, including 12,664 confirmed cases in the City of West Covina according to the Los Angeles County Department of Public Health.

In mid-December 2020, the State began administering the COVID-19 vaccine under "Vaccinate All 58," the State's campaign for a safe, fair and equitable vaccine for all 58 counties in the State. Vaccines are being administered in phases by prioritizing groups according to risk and level of exposure. As of March 28, 2021, the State reported that LA County had administered 4,209,558 doses of the vaccine. On April 1st, the County will expand eligibility for the vaccine to all adults 50 and over, starting April 15th everyone over 16 years old will be eligible.

Despite the distribution of the vaccine, health officials have indicated that transmission of the virus remains widespread especially with the coronavirus variants that are more transmissible. It is essential that the City continue to provide basic services and provide for continuity of services over the long-term.

LEGAL REVIEW:

The City Attorney's Office has reviewed the resolution and approved it as to form.

OPTIONS:

The options available to the City Council are as follows:

1. Adopt the resolution as submitted.
2. Determine the local emergency has ceased.
3. Provide alternative direction.

Prepared by: David Carmany, City Manager

Attachment No. 1 - Resolution No. 2021-25

CITY COUNCIL GOALS & OBJECTIVES: Protect Public Safety
Respond to the Global COVID-19 Pandemic

RESOLUTION NO. 2021-25

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, DETERMINING THE NEED TO FURTHER CONTINUE THE LOCAL EMERGENCY PROCLAIMED ON MARCH 16, 2020 AND PREVIOUSLY CONTINUED ON APRIL 7, 2020, MAY 5, 2020, JUNE 2, 2020, JUNE 23, 2020, JULY 21, 2020, AUGUST 18, 2020, SEPTEMBER 15, 2020, OCTOBER 6, 2020, OCTOBER 20, 2020, NOVEMBER 17, 2020, DECEMBER 1, 2020, JANUARY 19, 2021, FEBRUARY 16, 2021 AND MARCH 16, 2021

WHEREAS, the California Emergency Services Act (Government Code Section 8550 et seq.) authorizes the City Council, or an official designated by ordinance adopted by the City Council, to proclaim a local emergency when the City is threatened by conditions of disaster or extreme peril to the safety of persons and property within the City that are likely to be beyond the control of the services, personnel, equipment, and facilities of the City; and

WHEREAS, West Covina Municipal Code section 8-7(a)(1) empowers the City Manager, as the Director of Emergency Services, to declare the existence or threatened existence of a local emergency when the City is affected or likely to be affected by a public calamity; and

WHEREAS, on March 16, 2020, the City Manager declared a local emergency as authorized by Government Code section 8630(a) and West Covina Municipal Code section 8-7(a)(1) through Proclamation No. 2020-01 due to the COVID-19 pandemic; and

WHEREAS, on March 17, 2020, the City Council adopted Resolution No. 2020-19, ratifying the City Manager's proclamation as required by Government Code section 8630(b) and West Covina Municipal Code section 8-7(a)(1); and

WHEREAS, Section 8-7(a)(2) of the West Covina Municipal Code empowers the City Manager to request that the City Council review the need for continuing the local emergency at least once every 30 days until the City Council terminates the local emergency; and

WHEREAS, at the time the City Council ratified the proclamation, the World Health Organization (WHO) reported, as of March 15, 2020, 153,517 confirmed cases of COVID-19 globally, 5,735 of which resulted in death. On March 28, 2021, the WHO reported 126,359,540 confirmed cases globally, 2,769,473 of which resulted in death; and

WHEREAS, at the time the City Council ratified the proclamation, the California Department of Public Health (CDPH) reported that, as of March 15, 2020, there were 335 confirmed cases of COVID-19 in California, six (6) of which resulted in death. On March 28, 2021, CDPH reported that, as of March 27, 2021, there were 3,562,191 confirmed cases in California, 57,746 of which resulted in death; and

WHEREAS, at the time the City Council ratified the proclamation, the Los Angeles County Department of Public Health (“LA County Health Department”) reported that, as of March 15, 2020, Los Angeles County had 69 confirmed cases, including one (1) death and one (1) confirmed case at West Covina High School. On March 28, 2021, the LA County Health Department reported that, as of March 27, 2021, Los Angeles County had 1,218,225 confirmed cases, 23,077 of which resulted in death; and

WHEREAS, as of March 27, 2021, the LA County Health Department reported 12,664 confirmed cases in the City of West Covina, 237 of which resulted in death; and

WHEREAS, health officials have indicated that transmission of the virus remains widespread and expect the number of cases to continue to increase; and

WHEREAS, on April 7, 2020, the City Council adopted Resolution No. 2020-22, determining there was a need to continue the local emergency and confirming the written orders and regulations promulgated by the City Manager; and

WHEREAS, on May 5, 2020, the City Council adopted Resolution No. 2020-41, determining there was a need to continue the local emergency and confirming the written orders and regulations promulgated by the City Manager; and

WHEREAS, on June 2, 2020, the City Council adopted Resolution No. 2020-45, determining there was a need to continue the local emergency; and

WHEREAS, on June 23, 2020, the City Council adopted Resolution No. 2020-68, determining there was a need to continue the local emergency; and

WHEREAS, on July 21, 2020, the City Council adopted Resolution No. 2020-85, determining there was a need to continue the local emergency; and

WHEREAS, on August 18, 2020, the City Council adopted Resolution No. 2020-91, determining there was a need to continue the local emergency and confirming a written order promulgated by the City Manager; and

WHEREAS, on September 15, 2020, the City Council adopted Resolution No. 2020-96, determining there was a need to continue the local emergency; and

WHEREAS, on October 6, 2020, the City Council adopted Resolution No. 2020-101, determining there was a need to continue the local emergency; and

WHEREAS, on October 20, 2020, the City Council adopted Resolution No. 2020-105, determining there was a need to continue the local emergency and clarifying the City Manager’s emergency powers; and

WHEREAS, on November 17, 2020, the City Council adopted Resolution No. 2020-116, determining there was a need to continue the local emergency; and

WHEREAS, on December 1, 2020, the City Council adopted Resolution No. 2020-118, determining there was a need to continue the local emergency and providing that, notwithstanding the requirements of West Covina Municipal Code section 8-7(a)(2), due to the City Council's meeting schedule, the next regular meeting at which the City Council would consider the need to continue the local emergency would be January 19, 2021; and

WHEREAS, on January 19, 2021, the City Council adopted Resolution No. 2021-01, determining there was a need to continue the local emergency; and

WHEREAS, on February 16, 2021, the City Council adopted Resolution No. 2021-12, determining there was a need to continue the local emergency; and

WHEREAS, on March 16, 2021, the City Council adopted Resolution No. 2021-17, determining there was a need to continue the local emergency; and

WHEREAS, Los Angeles County is currently in the red-substantial tier of California's Blueprint for a Safer Economy based on its case rate and test positivity rate; and

WHEREAS, the City Manager has requested that the City Council review the need for continuing the local emergency in accordance with Section 8-7(a)(2) of the West Covina Municipal Code; and

WHEREAS, the City Council has reviewed the need for continuing the local emergency as required by West Covina Municipal Code section 8-7(a)(2); and

WHEREAS, the City Council finds that the conditions resulting from the COVID-19 emergency are still beyond the control of the services, personnel, equipment, and facilities of the City and require the combined forces of other political subdivisions to combat.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. The City Council has reviewed the need for continuing the local emergency as required by West Covina Municipal Code section 8-7(a)(2), and determines, based on the foregoing recitals, that there is a need to continue the local emergency.

SECTION 2. This local emergency shall continue to exist until the City Council proclaims the termination of the local emergency. The City Council shall review the need for continuing the local emergency in the manner required by law.

SECTION 3. Pursuant to Resolution No. 2020-105, while the local emergency remains in effect, the City Manager shall limit the exercise of the powers granted to the City Manager, as the Director of Emergency Services, during a proclaimed local emergency pursuant to Section 8-7 of the West Covina Municipal Code, to actions directly related to responding to the COVID-19 pandemic.

SECTION 4. The City Clerk shall certify to the passage and adoption of this resolution and enter it into the book of original resolutions.

APPROVED AND ADOPTED this 6th day of April, 2021.

Letty Lopez-Viado
Mayor

APPROVED AS TO FORM

ATTEST

Thomas P. Duarte
City Attorney

Lisa Sherrick
Assistant City Clerk

I, LISA SHERRICK, ASSISTANT CITY CLERK of the City of West Covina, California, do hereby certify that the foregoing Resolution No. 2021-25 was duly adopted by the City Council of the City of West Covina, California, at a regular meeting thereof held on the 6th day of April, 2021, by the following vote of the City Council:

AYES:

NOES:

ABSENT:

ABSTAIN:

Lisa Sherrick
Assistant City Clerk



AGENDA STAFF REPORT

City of West Covina | Office of the City Manager

DATE: April 6, 2021

TO: Mayor and City Council

FROM: David Carmany
City Manager

**SUBJECT: CONSIDERATION OF BUDGET AMENDMENT FOR LOCAL ENFORCEMENT AGENCY
REGULATORY COMPLIANCE SERVICES**

RECOMMENDATION:

It is recommended that the City Council approve the following Resolutions:

**RESOLUTION NO. 2021-18 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST
COVINA, CALIFORNIA, ADOPTING A BUDGET AMENDMENT FOR THE FISCAL YEAR
COMMENCING JULY 1, 2020, AND ENDING JUNE 30, 2021**

BACKGROUND:

On March 9, 2020 the City Manager entered into a Legal Services Agreement with Cole Huber LLP for the firm to provide legal services to the City in connection with the Local Enforcement Agency pertaining to the former BKK landfill. Subsequently, on November 17, 2020 the City Council authorized the City Manager to negotiate and execute any documents necessary for the continued engagement of Cole Huber LLP. At the October 20, 2020 Council meeting City Council approved an additional \$35,000.

On October 20, 2020 the City approved Resolution 2020-104, confirming a Waste Management Enforcement Agency as a division of the Fire Department and designating a Local Enforcement Agency for Enforcement of a Solid Waste Management Program in the City of West Covina. In so doing, the City concurrently entered into a Professional Service Agreement with Rincon Environmental LLC for Local Enforcement Agency Regulatory Compliance Services. The contract amount was approved for \$120,000. As part of the approval, City Council approved the installation of a section of fence on City property that was previously removed during grading.

DISCUSSION:

In order to fund Rincon Environmental LLC, Cole Huber LLP, and the installation of a section of fencing, a budget amendment will have to be completed. Current funding is in a City revenue account and will need to be moved to a dedicated Landfill Enforcement account to pay the following:

Rincon Environmental LLC

Professional Services Agreement for Local Enforcement Agency Regulatory Compliance Services in the amount of \$120,000.

Cole Huber LLP

Extension of the Legal Services Agreement to serve as legal counsel for legal services to the City in connection with the BKK landfill Local Enforcement Agency in the amount of an additional \$35,000.

Fencing Company

Installation of fencing on City property in the amount not to exceed \$35,000, which includes a 10% contingency.

The budget amendment covers Fiscal Year 2020-21 as summarized below:

\$120,000.00 - Professional Services Agreement with Rincon Environmental LLC
\$ 35,000.00 - Legal Services Agreement with Cole Huber LLP
\$ 35,000.00 - Installation of fencing
\$190,000.00

LEGAL REVIEW:

The City Attorney's Office has reviewed the resolution and approved it as to form.

OPTIONS:

Options available to the City Council are as follows:

1. Approve the recommendation; or
2. Provide alternative direction.

Prepared by: Gerardo Rojas, Economic Development Project Coordinator

Fiscal Impact

FISCAL IMPACT:

The cost for all Local Enforcement Agency services will be \$190,000.00. These expenses will be paid from a dedicated Landfill Enforcement account. The total General Fund cost is \$0.

Attachments

Attachment No. 1 Resolution No. 2021-18

Exhibit A - Budget Amendment Form LEA Accounts

CITY COUNCIL GOALS & OBJECTIVES: Achieve Fiscal Sustainability and Financial Stability
Enhance City Facilities and Infrastructure
Enhance the City Image and Effectiveness
Protect Public Safety

RESOLUTION NO. 2021-18**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, ADOPTING A BUDGET AMENDMENT FOR THE FISCAL YEAR COMMENCING JULY 1, 2020, AND ENDING JUNE 30, 2021**

WHEREAS, the City Manager, on March 9, 2020, entered into a Legal Services Agreement with Cole Huber LLP for the firm to provide legal services to the City in connection with the BKK landfill. Subsequently, on November 17, 2020 the City Council authorized the City Manager to negotiate and execute any documents necessary for the continued engagement of Cole Huber LLP as legal counsel for legal services to the City in connection with the BKK landfill Local Enforcement Agency. At the October 20, 2020 council meeting, Council approved compensation of \$35,000 for said services; and

WHEREAS, On October 20, 2020, the City approved Resolution 2020-104 – a Resolution of the City Council of West Covina confirming a Waste Management Enforcement Agency as a division of the Fire Department and designating a Local Enforcement Agency for Enforcement of a Solid Waste Management Program in the City of West Covina. In so doing, the City concurrently entered into a Professional Service Agreement with Rincon Environmental LLC for Local Enforcement Agency Regulatory Compliance Services. The contract amount was approved for \$120,000; and

WHEREAS, On October 20, 2020, Council also approved the installation of a section of fence on City property that was previously removed during grading for the Big League Dreams and the Heights Shopping Center. The contract amount was approved for \$35,000.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA DOES RESOLVE AS FOLLOWS:

SECTION 1. The City Council hereby approves Budget Amendment No. 039, attached hereto as Exhibit A, related to Fiscal Year 2020-21.

SECTION 2. The City Clerk shall certify to the adoption of this resolution and shall enter the same in the book of original resolutions and it shall become effective immediately.

APPROVED, AND ADOPTED this 6th day of April, 2021.

Letty Lopez-Viado
Mayor

APPROVED AS TO FORM

ATTEST

Thomas P. Duarte
City Attorney

Lisa Sherrick
Assistant City Clerk

I, LISA SHERRICK, Assistant City Clerk of the City of West Covina, California, do hereby certify that the foregoing Resolution No. 2021-18 was duly adopted by the City Council of the City of West Covina, California, at a regular meeting thereof held on the 6th day of April, 2021, by the following vote of the City Council:

AYES:

NOES:

ABSENT:

ABSTAIN:

Lisa Sherrick
Assistant City Clerk

CITY OF WEST COVINA
BUDGET AMENDMENT

BA #

39

Posted By:

Date Posted:

Date: 04/06/2021
Requested by: Gerardo Rojas
Dept/Div: Community Development

Fiscal Year: 2020-2021
Amount: \$183,179.60 Net Zero
Description: Reclass Funds from 110 to 145

EXPENDITURES

Account Number	Dept/Account Description	Current Budget	Proposed Amendment	Amended Budget
110.95.9500.9145	Transfer Out		305,000.00	305,000.00
		-		-
145.71.4182.6120	Other Contractual Services	50,732.00	305,000.00	355,732.00
				-
				-
				-
				-
				-
				-
				-
				-
				-
				-
				-
				-
				-
				-
				-
				-

REVENUES

Account Number	Account Description	Current Budget	Proposed Amendment	Amended Budget
145.00.9110	Transfer In	-	305,000.00	305,000.00
				-
				-
				-
				-

REASON/JUSTIFICATION (Please be specific)

Reclassify funds in order to pay pending and future Local Enforcement Agency Regulatory Compliance Services.

APPROVALSCity Council Approval Date (if required, attach minutes): _____ ☐ Approval Not Required

Dept Head Approval: _____ Date: _____

Finance Director: _____ Date: _____

Funds Available? ☐ Yes ☐ No

City Manager: _____ Date: _____

(if over \$100,000)

☐ Approved ☐ Denied



AGENDA STAFF REPORT

City of West Covina | Office of the City Manager

DATE: April 6, 2021

TO: Mayor and City Council

FROM: David Carmany
City Manager

SUBJECT: CONSIDERATION OF RELEASE OF FAITHFUL PERFORMANCE, LABOR AND MATERIAL AND WARRANTY BONDS FOR TRACT MAP NO. 52590 - TAYLOR MORRISON OF CALIFORNIA, LLC

RECOMMENDATION:

It is recommended that the City Council accept all on-site and off-site improvements for Tract No. 52590, completed by Taylor Morrison of California, LLC (Administrative Use Permit 14-55 through 14-38 and 15-03 through 15-07) and authorize the release of Faithful Performance, Labor and Material and Warranty Bonds in the amounts of \$61,488, \$61,488 and \$85,629 respectively.

DISCUSSION:

Taylor Morrison of California, LLC (Taylor Morrison) purchased 51 vacant residential parcels from South Hills Home Partnership and, in August 2014, entered into an Improvement Agreement with the City of West Covina (Attachment No. 1). At that time, Taylor Morrison posted a Faithful Performance Bond in the amount of \$636,530, Labor and Material Bond in the amount of \$221,250, and Warranty Bond in the amount of \$85,629 as a form of security and to guarantee the construction of the required on-site and off-site improvements.

The improvements secured by the bonds were as follows:

- Landscaping and irrigation of open space Lot 218
- Installation of sidewalk along north side of Hillside Drive east of Rolling Hills Road (Lot 29)
- Application of slurry seal on Countrywood Lane, Skyview Lane, Majestic Street, Rolling Hills Road, and Inspiration Point
- Installation of curb ramps at Rolling Hills Road and Hillside Drive and Inspiration Point
- Installation of 51 driveway approaches
- Providing erosion control on private slopes with hydro-seed
- Transfer of maintenance of storm drains to the County of Los Angeles

On March 7, 2017, the City Council accepted a portion of the on-site and off-site improvements and approved Taylor Morrison's request to reduce the bond amounts for Faithful Performance and Labor and Material Bond to \$61,488 each.

At this time, all improvements have been completed in accordance with the Improvement Agreement and to the satisfaction of the City Engineer. Therefore, Taylor Morrison of California, LLC is requesting the release of the bonds. Staff recommends that the City Council accept the improvements and authorize the release of the Faithful

Performance, Labor and Material and Warranty Bonds in the amounts of \$61,488, \$61,488 and \$85,629 respectively.

OPTIONS:

The City Council has the following options:

1. Approve Staff's recommendation; or
2. Provide alternative direction.

Prepared by: Michael Ackerman, PE, City Engineer

Attachments

Attachment No. 1 - Improvement Agreement

CITY COUNCIL GOALS & OBJECTIVES: Engage in Proactive Economic Development

IMPROVEMENT AGREEMENT

THIS IMPROVEMENT AGREEMENT (the "Agreement"), executed this 25 day of August, 2014, by and between the CITY OF WEST COVINA, a Municipal Corporation, hereinafter called the "City", and TAYLOR MORRISON OF CALIFORNIA, LLC, a California limited liability company, hereinafter called the "Principal".

WITNESSETH

That the Principal for and in consideration of the approval of the City of LOTS 28, 29, 76 THROUGH 112, 193 THROUGH 201 OF TRACT NO. 32324, LOT 39 OF TRACT NO. 42169 AND LOTS 30, 31 OF TRACT NO. 47809 and/or the acceptance by the City Council of the streets and of any easements or other property offered for dedication in that certain property known as LOTS 28, 29, 76 THROUGH 112, 193 THROUGH 201 OF TRACT NO. 32324, LOT 39 OF TRACT NO. 42169 AND LOTS 30, 31 OF TRACT NO. 47809 hereby agrees:

FIRST: Performance of Improvements. The Principal at its own cost and expense, shall furnish all equipment and material necessary to perform and complete, in a good and workmanlike manner, within **24** months of the date of execution of this Agreement by the City, the following public work, on-site improvements and grading work:

Finish grading, drainage system, sewer system, curb and gutter, cross gutters, curb ramps, P.C.C. pavement, repair of existing street lights, AC pavement, Type II Emulsion Aggregate Slurry Seal of Countrywood Lane, Majestic Street, Rolling Hills Road, and Inspiration Point, and on and off-site irrigation and landscaping including portion of lot 218 adjacent to lots 96 through 101 at Inspiration Point and portions of slopes at lots 195 - 201 of Majestic Street per the approved plans 836-G, and all appurtenant work to the satisfaction of the City Engineer located at Lots 28, 29, 76 through 112, 193 through 201 of Tract No. 32324, Lot 39 of Tract No. 42169 and Lots 30, 31 Of Tract No. 47809.

The Improvements and all work incidental thereto shall be performed according to approved plans, profiles, specifications and standard drawings filed in the office of Public Works Director/City Engineer. That said work shall be done under permit issued by, and to the satisfaction of, the Public Works Director/City Engineer and shall not be deemed complete until approved and accepted as completed by the City Council of said City. The estimated cost of said public work, excluding plan check and inspection fees, is the sum of **Two Hundred Twenty-One Thousand, Two hundred Fifty and No/100 Dollars (\$221,250.00)** which includes the cost for transferring the storm drain. The estimated cost of said on-site improvements, excluding plan check and inspection fees, is the sum of **Seven Hundred Ninety Nine Thousand Seven Hundred Sixty-Nine and No/100 Dollars (\$799,769).**

Without limiting the foregoing, Principal warrants and guarantees materials used and workmanship performed on the Bonded Improvements portion of the work for a period of one year after completion and acceptance thereof by the Public Works Director/City Engineer.

SECOND: Indemnity. That said City shall not, nor shall any officer or employee thereof, be liable or responsible for any accident, loss or damage happening or occurring to the work specified in this contract prior to the completion and acceptance of the same. Neither shall said City nor any officer or employee thereof, be liable for any persons or property injured by reason of said work or the performance of said work or the condition of said streets or property prior to completion and acceptance of said work, but all of said liabilities shall be assumed by said Principal. Said Principal further agrees to defend, indemnify and hold harmless said City and the officers and employees thereof from any and all injuries to and deaths of persons and injuries to property, and all claims, demands, costs, loss, damage and liability, howsoever the same may be caused and wheresoever the same may appear, resulting directly or indirectly from the performance or non-performance of any work to be done in or upon the street rights-of-way and upon the premises adjacent thereto pursuant to this Agreement or from, or arising out of, the use of any patent or patented article in the construction of said work. The Principal's defense and indemnity obligations herein shall not extend or be applicable to any injuries, harm, damages, claims and/or disputes that are or were caused, directly or indirectly, by the negligence or willful misconduct of the City, or any of its officer, employees and/or representatives.

THIRD: Safety. Said Principal shall at all times from the acceptance by the City Council of the streets and easements offered for dedication in said Tracts 32324 and 47809 (tract, parcel map, precise plan) up to the completion and acceptance of said work or improvement by said City Council, give good and adequate warning to the traveling public of each and every dangerous condition existent in said highways or easements, or any of them, and will protect the traveling public from such defective or dangerous conditions. Until the completion of all the improvements herein agreed to be performed each of said streets not accepted as improved shall be under the charge of said Principal for the purposes of this contract, and said Principal may close all or a portion of any street subject to the conditions of approval contained in the excavation permit for the work issued by the Public Works Director/City Engineer whenever it is necessary to protect the traveling public during the making of the improvements herein agreed to be made. The Principal hereby agrees to pay all fees for plan checking and inspection of said improvements as may be required by the Public Works Director/City Engineer of the said City.

FOURTH: Performance Security. Prior to commencement of any work pursuant to this Agreement Principal shall file with the said City a cash deposit, letter of credit, assignment of account or surety Bond (the "Performance Security") in the sum of **Six Hundred Thirty Six Thousand Five Hundred Thirty and No/100 Dollars (\$636,530)**, being 100% of the estimated cost of said listed public work, and 50% of the estimated cost of said listed on-site improvements (the "Bonded Improvements Amount") as a guarantee for the faithful performance of this Agreement. If the Principal shall well and truly do and perform all of the covenants and obligations of this Agreement on its part to be done and performed, at the times and in the manner specified herein, then, the said Performance Security shall be returned to the Principal, otherwise the same shall be forfeited to the City of West Covina and shall become and remain the property of the said City, or in the case of a surety Bond, the Principal and surety shall pay to the City all costs including those costs necessary to provide properly engineered plans and specifications, sufficient to complete the Bonded Improvements to the satisfaction of the Public Works Director/City Engineer up to and including the full amount of the Bond. In the event the sureties on said Bond, or any of them, become insufficient, said Principal shall renew said Bond with good and sufficient sureties within ten days after receiving demand therefor.

Upon the recordation of a Notice of Completion by the City of West Covina for the Improvements, the performance security may be reduced in amount by 50% and serve as the Warranty Security.

FIFTH: Labor and Materials Bond. Prior to the commencement of any portion of the work pursuant to this Improvement Agreement which constitutes a public work Principal shall file with the City a statutory labor and materials bond ("Labor and Materials Bond") pursuant to California Civil Code Sections 9100, 9550 and 9554 inuring to the benefit of the City and all contractors, subcontractors, laborers, materialmen and other persons employed in the performance of this Agreement and referred to in the aforesaid Civil Code in the sum of **Two Hundred Twenty-One Thousand, Two hundred Fifty and No/100 Dollars (\$221,250.00)**, (being 100% of the estimated cost of the public work to be performed) for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor. The Payment Bond shall be on the form provided by the City.

SIXTH: Warranty Security. Prior to the recordation of a Notice of Completion for the work pursuant to this Improvement Agreement Principal shall file with the City a Warranty Security in the amount of 50% of the estimated cost of public improvements, guaranteeing for a period of one year after completion and acceptance thereof by the Public Works Director/City Engineer that the work, including all materials and equipment, has been performed in a good and workmanlike manner and is free of any defects.

SEVENTH: Extension. In the event it is deemed necessary to extend the time of completion under this Agreement, said extension may be granted by the City for such period of time as the City may deem reasonable and shall in no way affect the validity of this contract or release the surety or sureties on the bonds attached hereto. In this connection the surety shall waive the provisions of Section 2819 of the Civil Code of the State of California.

EIGHTH: Phases. The work or improvement covered by this contract may be accepted by the City in logical phases as it progresses upon request of the Principal for such acceptance, and upon acceptance of portions or phases of the work and request therefor by the Principal a corresponding withdrawal of cash deposit or substitute surety Bond may be approved by the City upon certification of the Public Works Director/City Engineer to the effect that the remaining deposits or amount or amount of Bond is sufficient to secure the remainder of the work under this contract.

NINTH: Completion. If within the time covered by this Agreement all of the improvements hereinbefore mentioned have not been installed to the satisfaction of the Public Works Director/City Engineer and accepted by the City Council of said City, through no fault of the Principal, the Principal shall deposit sufficient monies with the Public Works Director/City Engineer as determined by the Public Works Director/City Engineer, either cash or certified check, to successfully complete all hereinbefore mentioned improvements. At its sole discretion the City Council may accept said deposit as a release the Principal from his obligation to complete said improvements.

TENTH: Attorney's fees. Should any litigation be commenced between the parties hereto to enforce or interpret the provisions of this Agreement, the prevailing party in such litigation shall be entitled to recover a reasonable sum as attorney's fees, in addition to any other relief to which the party may be entitled in law or equity.

IN WITNESS WHEREOF, said Principal has affixed its name and seal.

TAYLOR MORRISON OF CALIFORNIA, LLC


Principal

Marta Flores

Printed Name

8105 Irvine Center Dr. #1450
Irvine, CA 92618

Address

949-341-1200

Telephone Number

CITY OF WEST COVINA


Steve Herfert, Mayor

Date: 8/27/2014

APPROVED AS TO FORM:

/s/ Arnold M. Alvarez-Glasman

City Attorney

BOND FOR FAITHFUL PERFORMANCE

BOND NO. 024056249
PREMIUM: \$5,092.00

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the Principal and the Oblige have entered into a written Subdivision Improvement Agreement, a copy of which is or may be attached hereto, dated 8/25/2014 referred to and made a part hereof for **Finish grading, drainage system, sewer system, curb and gutter, cross gutters, curb ramps, P.C.C. pavement, repair of existing street lights, AC pavement, Type II Emulsion Aggregate Slurry Seal of Countrywood Lane, Majestic Street, Rolling Hills Road, and Inspiration Point, and on and off-site irrigation and landscaping including portion of lot 218 adjacent to lots 96 through 101 at Inspiration Point and portions of slopes at lots 195 - 201 of Majestic Street per the approved plans 836-G, and all appurtenant work to the satisfaction of the City Engineer** located at Lots 28, 29, 76 through 112, 193 through 201 of Tract No. 32324, Lot 39 of Tract No. 42169 and Lots 30, 31 Of Tract No. 47809. The Principal is required by the Improvement Agreement to provide this Faithful Performance Bond to secure the performance of the Improvements.

NOW THEREFORE, we, **Taylor Morrison of California, LLC.**, as Principal, and Liberty Mutual Insurance Company, a corporation organized under the laws of Massachusetts, and duly authorized to transact business in the State of California, as Surety, are held firmly bound unto the City of West Covina, as Oblige, in the sum of **Six Hundred Thirty Six Thousand Five Hundred Thirty and No/100 Dollars (\$636,530)**, lawful money of the United States of America, (being 100% of the estimated cost for the public work improvements and 50% of the estimated cost for the private work) for the payment whereof well and truly to be made the Principal and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

The Condition of the foregoing obligation is such that if said Principal shall fail to improve and complete in a timely, good and workmanlike manner, the construction of public and/or private improvements, including grading, streets, sidewalks, curbs and gutters, storm drains, street lighting, traffic control facilities, sewer and water lines and other related works required as part of the Subdivision Improvement Agreement as required under the provisions of law of the City of West Covina and the State of California, then the Surety shall pay the City of West Covina for the same in an amount not exceeding the amount set forth above and shall also pay, in addition to the face amount of this bond in case suit is brought upon this Bond, such reasonable costs, expenses and attorney's fees as shall be fixed by the Court.

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of said Subdivision Improvement Agreement or the specifications accompanying the same shall in any manner affect its obligations on this Bond, and it does hereby waive notice of any such change, extension, alteration or addition.

This document is signed by the respective parties on the dates next to their names.

Principal:

Taylor Morrison of California, LLC.

By: 

Date: 8.20.14

Title: V.P.

SURETY:

Liberty Mutual Insurance Company

By: 

Date: August 19, 2014

Title: Betty L. Tolentino, Attorney-in-Fact

I declare under penalty of perjury under the laws of the State of California that the contents of the above Faithful Performance Bond are true and correct, and that I have been duly authorized to sign this Faithful Performance Bond on behalf of Surety. This Declaration is signed on _____, _____, in the City of _____, State of California.

--OR--

State of California)
County of San Francisco)

On August 19, 2014 before me, Janet C. Rojo, Notary Public
(here insert name and title of the officer), personally appeared Betty L. Tolentino

_____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in his/her/their authorized capacity(ies), and that by ~~his~~/her/~~their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (Seal)

APPROVED AS TO FORM:

/s/ Arnold M. Alvarez-Glasman
City Attorney



ACKNOWLEDGMENT


State of California
County of Orange)

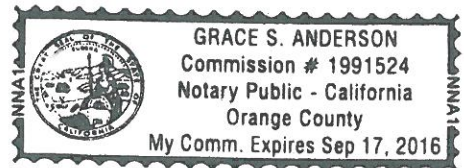
On August 20, 2014 before me, Grace S Anderson, a notary public
(insert name and title of the officer)

personally appeared James A Isolda,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/~~she~~/they executed the same in
his/~~her~~/their authorized capacity(~~ies~~), and that by his/~~her~~/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (Seal)



THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 6560441

American Fire and Casualty Company
The Ohio Casualty Insurance Company

Liberty Mutual Insurance Company
West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Betty L. Tolentino; Brian F. Cooper; Janet C. Rojo; K. Zerounian; Kevin Re; M. Moody; Maureen O'Connell; Robert Wrixon; Susan Hecker; Virginia L. Black

all of the city of San Francisco, state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 2nd day of May, 2014.



American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 2nd day of May, 2014, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires March 28, 2017
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Gregory W. Davenport, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 19th day of AUGUST, 2014.



By: Gregory W. Davenport
Gregory W. Davenport, Assistant Secretary

LABOR AND MATERIAL PAYMENT BOND

WHEREAS, the City Council of the City of West Covina, State of California, and **Taylor Morrison of California, LLC** (hereinafter designated as "Principal") have entered into a Subdivision Improvement Agreement dated 8/25/2014 whereby Principal agrees to install and complete certain work, including designated public improvements (the "Improvements"); and

WHEREAS, under the terms of said Subdivision Improvement Agreement and pursuant to California Government Code Sections 66462, 66499 and Civil Code Section 3247, Principal is required before entering upon the performance of the work, to file a good and sufficient Labor and Materials Bond with the City of West Covina to secure the claims to which reference is made in Title 15 (commencing with Section 3082) of part 4 of the Civil Code of the State of California.

Now, therefore, said Principal and the undersigned as corporate surety, are held firmly bound unto the City of West Covina and all contractors, subcontractors, laborers, material men and other persons employed in the performance of the aforesaid agreement and referred to in the aforesaid Civil Code in the sum of **Two Hundred Twenty-One Thousand, Two hundred Fifty and No/100 Dollars (\$221,250.00)**, which is 100% of the estimated cost of the public improvements, for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act, with respect to such work or labor, that said surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this Bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by City in successfully enforcing such obligation to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this Bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil code, so as to give a right of action to them or their assigns in any suit brought upon this Bond.

CONDITIONS OF THIS OBLIGATION ARE SUCH THAT, if the said Principal, his or its heirs, executors, administrators, successors or assigns, or any of his or its subcontractors, shall fail to pay for any materials, provisions, provender or other supplies or teams, implements or machinery used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, fails to pay to any of the persons named in Section 3181 of the Civil Code or fails to pay for amounts due under the Unemployment Insurance Act with respect to such work or labor performed under the contract for any amount required to be deducted, withheld and paid over to the Employment Development Department for the wages of employees of the Contractor and subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to such work and labor the Surety hereon shall pay for the same in any amount not exceeding the sums specified in this Bond, otherwise the above obligation shall be void. In case suit is brought upon this Bond, the surety shall pay a reasonable attorney's fee to be fixed by the court, in addition to the face amount of this Bond.

Should the condition of this Bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

The surety hereby stipulated and agrees that no change, extension of time, alteration or addition to the terms of said Subdivision Improvement Agreement or the specifications accompanying the same shall in any manner affect its obligations on this Bond, and it does hereby waive notice of any such change, extension, alteration or addition.

This document is signed by the respective parties on the dates next to their names.

Principal:

Taylor Morrison of California, LLC:

By: 

Date: 8.20.14

Title: VP

SURETY: Liberty Mutual Insurance Company

By: 

Date: August 19, 2014

Title: Betty L. Tolentino, Attorney-in-Fact

I declare under penalty of perjury under the laws of the State of California that the contents of the above Labor and Materials Payment Bond are true and correct, and that I have been duly authorized to sign this Labor and Materials Payment Bond on behalf of Surety. This Declaration is signed on _____, _____, in the City of _____, State of California.

--OR--

State of California)
County of San Francisco)

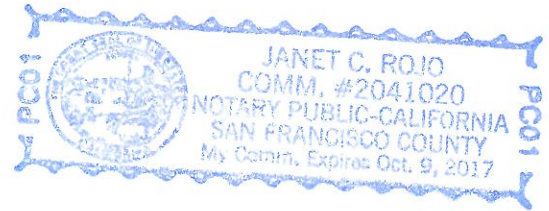
On August 19, 2014 before me, Janet C. Rojo, Notary Public
(here insert name and title of the officer), personally appeared Betty L. Tolentino

_____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in his/her/their authorized capacity(ies), and that by ~~his~~/her/~~their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Janet C. Rojo (Seal)



-- AND --

(Proof of signature authorization or power of attorney must be attached)

APPROVED AS TO FORM:

/s/ Arnold M. Alvarez-Glasman
City Attorney

(Civil Code No. 3247 & 3248)

ACKNOWLEDGMENT

State of California

County of Orange)

On August 20, 2014 before me, Grace S Anderson, a notary public
(insert name and title of the officer)

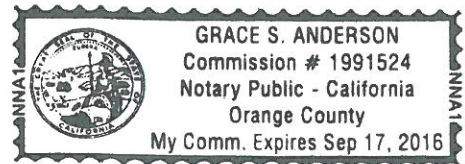
personally appeared James A Isolda,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature 

(Seal)



THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 6560440

American Fire and Casualty Company
The Ohio Casualty Insurance Company

Liberty Mutual Insurance Company
West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Betty L. Tolentino; Brian F. Cooper; Janet C. Rojo; K. Zerounian; Kevin Re; M. Moody; Maureen O'Connell; Robert Wrixon; Susan Hecker; Virginia L. Black

all of the city of San Francisco, state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 2nd day of May, 2014.



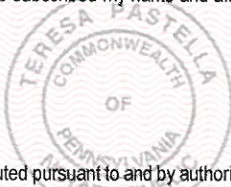
American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 2nd day of May, 2014, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires March 28, 2017
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Gregory W. Davenport, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 19th day of AUGUST, 20 14.



By: Gregory W. Davenport
Gregory W. Davenport, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

WARRANTY BOND

BOND NO. 024056249
PREMIUM INCLUDED IN
PERFORMANCE BOND

WHEREAS, the City Council of the City of West Covina, State of California, and **Taylor Morrison of California, LLC**, (hereinafter designated as "Principal") have entered into a Subdivision Improvement Agreement dated 01/25/2014 whereby Principal agrees to install and complete certain work, including designated public improvements, which Subdivision Improvement Agreement is hereby referred to and made a part hereof; and

WHEREAS, said Principal is required under the terms of said Subdivision Improvement Agreement to furnish a bond for the guarantee and warranty of the public improvements for a period of one (1) year following the completion and acceptance thereof against any defective work or labor done or defective materials furnished.

NOW, THEREFORE, we, the Principal and Liberty Mutual Insurance Company, as Surety, are held and firmly bound unto the City of West Covina, (hereinafter called "City"), in the penal sum of **Eight Five Thousand Six Hundred Twenty Nine and No/10-0 Dollars, (\$85,629)** lawful money of the United States, which is 50% of the value of the public improvements, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above bounded principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the said Subdivision Improvement Agreement and any alteration thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless City, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney=s fees, incurred by City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in anywise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the agreement or to the work or to the specifications.

This document is signed by the respective parties on the dates next to their names.

Principal:
Taylor Morrison of California, LLC:

By: *James L. Smith*

Date: 8.20.14

Title: VP

SURETY: Liberty Mutual Insurance Company

By: *Betty L. Tolentino*

Date: August 19, 2014

Title: Betty L. Tolentino, Attorney-in-Factr

I declare under penalty of perjury under the laws of the State of California that the contents of the above Warranty Bond are true and correct, and that I have been duly authorized to sign this Warranty Bond on behalf of Surety. This Declaration is signed on _____, _____, in the City of _____, State of California.

--OR--

State of California)
County of San Francisco)

On August 19, 2014 before me, (here insert name and title of the officer), personally appeared Betty L. Tolentino, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in his/her/their authorized capacity(ies), and that by ~~his~~/her/~~their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature *Janet C. Rojo* (Seal)

-- AND --



(Proof of signature authorization or power of attorney must be attached)

APPROVED AS TO FORM:

/s/ Arnold M. Alvarez-Glasman, City Attorney

ACKNOWLEDGMENT


State of California
County of Orange)

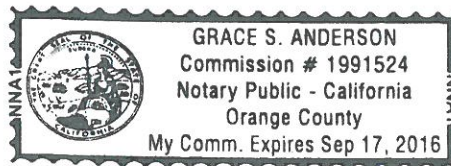
On August 20, 2014 before me, Grace S Anderson, a notary public
(insert name and title of the officer)

personally appeared James A Isolda
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
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WITNESS my hand and official seal.

Signature  (Seal)



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This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 6560439

American Fire and Casualty Company
The Ohio Casualty Insurance Company

Liberty Mutual Insurance Company
West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Betty L. Tolentino; Brian F. Cooper; Janet C. Rojo; K. Zerounian; Kevin Re; M. Moody; Maureen O'Connell; Robert Wrixon; Susan Hecker; Virginia L. Black

all of the city of San Francisco, state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 2nd day of May, 2014.



American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 2nd day of May, 2014, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires March 28, 2017
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

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IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 19th day of August, 2014.



By: Gregory W. Davenport
Gregory W. Davenport, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.



AGENDA STAFF REPORT

City of West Covina | Office of the City Manager

DATE: April 6, 2021

TO: Mayor and City Council

FROM: David Carmany
City Manager

SUBJECT: CONSIDERATION OF RESOLUTION AUTHORIZING THE INVESTMENT OF FUNDS IN THE STATE OF CALIFORNIA LOCAL AGENCY INVESTMENT FUND AND DESIGNATING AUTHORIZED SIGNATORIES

RECOMMENDATION:

It is recommended that the City Council, acting as the Successor Agency of the West Covina Redevelopment Agency, adopt the following resolution:

RESOLUTION NO. 2021-23 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, ACTING AS THE SUCCESSOR AGENCY TO THE WEST COVINA REDEVELOPMENT AGENCY AUTHORIZING THE INVESTMENT OF FUNDS IN THE STATE OF CALIFORNIA LOCAL AGENCY INVESTMENT FUND, DESIGNATING AUTHORIZED STAFF AS AUTHORIZED SIGNATORIES AND RESCINDING RESOLUTION 2015-59

DISCUSSION:

As a result of the turnover of key personnel in the City, a request has been received from the State of California Local Agency Investment Fund (LAIF), requesting an updated City Council, acting as the Successor Agency to the former West Covina Redevelopment Agency, resolution identifying the City Manager, Finance Director and the Assistant Finance Director as authorized signatories for the Successor Agency on various documents, and adding language to include extending authorization as signatories to their successors, if required (Attachment No. 2). Inclusion of the signatures of the City Manager, the Finance Director and the Assistant Finance Director in the resolution is a requirement of the Local Agency Investment Fund. By adopting the resolution, the resolution previously adopted in August 2015, Resolution No. 2015-59 (Attachment No. 1), will be rescinded.

Adoption of this resolution will authorize the City Manager, Finance Director and Assistant Finance Director to invest in these pools and to deposit or withdraw from the Successor Agency's current investment pools as necessary.

The authorization provided pursuant to the resolution will remain in effect until rescinded by the City Council, acting as the Successor Agency to the former West Covina Redevelopment Agency.

LEGAL REVIEW:

The City Attorney's Office has reviewed the resolution and approved it as to form.

Prepared by: Robbeyn Bird, Finance Director

Fiscal Impact

FISCAL IMPACT:

There is no fiscal impact resulting from adoption of this resolution.

Attachments

Attachment No. 1 - Resolution No. 2015-59

Attachment No. 2 - Resolution No. 2021-23

CITY COUNCIL GOALS & OBJECTIVES: Achieve Fiscal Sustainability and Financial Stability



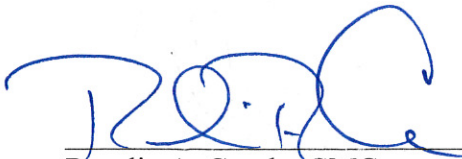
STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS
CITY OF WEST COVINA)

CERTIFICATION OF RESOLUTION
SUCCESSOR AGENCY

I, Rosalia A. Conde, CMC, Assistant City Clerk of the City of West Covina, California, do hereby certify that this is a true and correct copy of the original **Successor Agency Resolution No. 2015-59**, authorizing the use of the Local Agency Investment Fund under the Office of the California State Treasurer as an investment alternative.

WITNESS MY HAND AND THE SEAL OF THE CITY OF WEST COVINA, on this 21st day of September, 2015.

(seal)



Rosalia A. Conde, CMC
Assistant City Clerk

RESOLUTION NO. 2015-59

RESOLUTION NO. 2015-59 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, ACTING AS THE SUCCESSOR AGENCY TO THE WEST COVINA REDEVELOPMENT AGENCY AUTHORIZING THE USE OF THE LOCAL AGENCY INVESTMENT FUND UNDER THE OFFICE OF THE CALIFORNIA STATE TREASURER AS AN INVESTMENT ALTERNATIVE.

WHEREAS, Pursuant to Chapter 730 of the statutes of 1976 Section 16429.1 was added to the California Government Code to create a Local Agency Investment Fund in the State Treasury for the deposit of money of a local agency for purposes of investment by the State Treasurer; and

WHEREAS, the West Covina City Council acting as the Successor Agency to the West Covina Redevelopment Agency does hereby find that the deposit and withdrawal of money in the Local Agency Investment Fund in accordance with the provisions of Section 16429.1 of the Government Code for the purpose of investment as stated therein as in the best interests of the Agency.

WHEREAS, it is deemed wise and prudent to establish an account with the office of the California State Treasurer for the purpose of using the Local Agency Investment Fund as an investment alternative.

NOW, THEREFORE, the City Council of the City of West Covina acting as the Successor Agency to the West Covina Redevelopment Agency does hereby resolve as follows:

SECTION 1. That the City of West Covina City Council acting as the Successor Agency to the West Covina Redevelopment Agency hereby authorizes the establishment of an investment account with the office of the California State Treasurer Local Agency Investment Fund titled:

West Covina Successor Agency
1444 West Garvey Avenue
West Covina, CA 91790
Attn: Finance Director

SECTION 2. That the City of West Covina City Council acting as the Successor Agency to the West Covina Redevelopment Agency agrees to deposit or withdraw money in the Local Agency Investment Fund in the State Treasury in accordance with the provisions of Section 16429.1 of the Government Code for the purpose of investment as stated herein.

SECTION 3. That the West Covina City Council authorizes the following named local officials to order the deposit or withdrawal of money in the Local Agency Investment Fund:

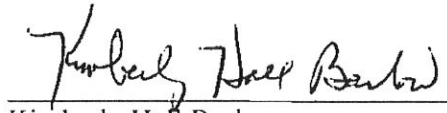
Name	Title	Signature	Authorized By	
			Resolution	Delegation
Christina Buhagiar	Finance Director		X	
Nicole Lugotoff	Accounting Manager		X	
Evanette Gettler	Accountant			X
Brenda Ramirez	Accountant			X
Serena Bubenheim	Accountant			X

SECTION 4. That the City Clerk shall certify to the passage and adoption of the resolution.


PASSED, APPROVED AND ADOPTED this 18th day of August, 2015.


 Fredrick Sykes
 Mayor

APPROVED AS TO FORM:



 Kimberly Hall Barlow
 City Attorney

ATTEST:


 Nickolas S. Lewis
 City Clerk

I HEREBY CERTIFY that the foregoing resolution was duly adopted by the Successor Agency of the City of West Covina, California, at a regular meeting thereof on the 18th day of August, 2015, by the following vote of City Council:

AYES: Spence, Toma, Warshaw, Wong, Sykes
 NOES: None
 ABSENT: None
 ABSTAIN: None


 Nickolas S. Lewis
 City Clerk

RESOLUTION NO. 2021-23

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, ACTING AS THE SUCCESSOR AGENCY TO THE FORMER WEST COVINA REDEVELOPMENT AGENCY, AUTHORIZING THE INVESTMENT OF FUNDS IN THE STATE OF CALIFORNIA LOCAL AGENCY INVESTMENT FUND, DESIGNATING AUTHORIZED SIGNATORIES AND RESCINDING RESOLUTION NO. 2015-59

WHEREAS, the Local Agency Investment Fund is established in the State Treasury under Government Code section 16429.1 et seq. for the deposit of money of a local agency for purposes of investment by the State Treasurer; and

WHEREAS, the West Covina City Council, acting as the Successor Agency to the former West Covina Redevelopment Agency, hereby finds that the deposit and withdrawal of money in the Local Agency Investment Fund in accordance with Government Code section 16429.1 et seq. for the purpose of investment as provided therein is in the best interests of the Successor Agency; and

WHEREAS, the West Covina City Council, acting as the Successor Agency to the former West Covina Redevelopment Agency, previously adopted Resolution No. 2015-59, authorizing specified local officials to order the deposit or withdrawal of money in the Local Agency Investment Fund; and

WHEREAS, due to changes in key personnel, the Local Agency Investment Fund has requested that the Successor Agency provide an updated resolution identifying authorized City officials.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, ACTING AS THE SUCCESSOR AGENCY TO THE FORMER WEST COVINA REDEVELOPMENT AGENCY, DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. The City Council of the City of West Covina, acting as the Successor Agency to the former West Covina Redevelopment Agency, hereby authorizes the deposit and withdrawal of West Covina Successor Agency monies in the Local Agency Investment Fund in the State Treasury in accordance with Government Code Section 16429.1 et seq. for the purpose of investment as provided therein.

SECTION 2. The following City of West Covina officers holding the title(s) specified hereinbelow or their successors in office are each hereby authorized to order the deposit or withdrawal of monies in the Local Agency Investment Fund and may execute and deliver any and all documents necessary or advisable in order to effectuate the purposes of this resolution and the transactions contemplated hereby:

David N. Carmany
City Manager

Robbeyn Bird
Finance Director

Stephanie Russell
Assistant Finance Director

(SIGNATURE)

(SIGNATURE)

(SIGNATURE)

SECTION 3. This resolution shall remain in full force and effect until rescinded by the West Covina City Council, acting as the Successor Agency to the former West Covina Redevelopment Agency, by resolution and a copy of the resolution rescinding this resolution is filed with the State Treasurer's Office.

SECTION 4. The City Council, acting as the Successor Agency to the former West Covina Redevelopment Agency, hereby rescinds its Resolution No. 2015-59, adopted on August 18, 2015.

SECTION 5. The City Clerk shall certify to the passage and adoption of this resolution and enter it into the book of original resolutions.

APPROVED AND ADOPTED by the City Council of West Covina, acting as the Successor Agency to the former West Covina Redevelopment Agency, on this 6th day of April, 2021.

Letty Lopez-Viado
Mayor

APPROVED AS TO FORM

ATTEST

Thomas Duarte
City Attorney

Lisa Sherrick
City Clerk

I, LISA SHERRICK, ASSISTANT CITY CLERK of the City of West Covina, California, do hereby certify that the foregoing Resolution No. 2021-23 was duly adopted by the City Council of the City of West Covina, California, acting as the Successor Agency to the former West Covina Redevelopment Agency, at a regular meeting thereof held on the 6th day of April, 2021, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Lisa Sherrick
City Clerk



AGENDA STAFF REPORT

City of West Covina | Office of the City Manager

DATE: April 6, 2021

TO: Mayor and City Council

FROM: David Carmany
City Manager

SUBJECT: CONSIDERATION OF WEST COVINA FINANCIAL RECOVERY PLAN

RECOMMENDATION:

It is recommended the City Council approve the Financial Recovery Plan.

BACKGROUND:

With the goal of improving government performance, the Joint Legislative Audit Committee (JLAC) was established by the California State Legislature. JLAC, independently and through the work of the State Auditor's Office, oversees the operations and finances of government entities. Audits considered by the JLAC include financial and financial-related audits of government entities. In December 2019, the State Auditor's Office informed the City of West Covina that it had been selected for review under the high-risk local Government Agency Audit Program. The State Auditor completed its audit and published its report on December 1, 2020 (to view the report, please visit: <http://www.auditor.ca.gov/reports/2020-806/index.html>.)

One of the State Auditor's recommendations was that West Covina develop a formal financial recovery plan to prioritize resources and assign responsibility for monitoring progress in implementing the plan.

A financial recovery plan is a pathway to gaining stability – it identifies key elements based upon the State Auditor objectives: action steps, expected completion dates, responsible staff, and status updates. It is a challenging effort evidencing the City's awareness & commitment of the financial situation, and the need to align support with effort. It will involve development of a multi-year forecast (objective #6), and ongoing monitoring (objective #9).

DISCUSSION:

On March 24, 2021, the Draft Financial Recovery Plan was presented to the Finance & Audit Committee. The committee reviewed and discussed the draft Financial Recovery Plan and are proposing the attached final draft of the Financial Recovery Plan.

OPTIONS:

The City Council has the following options:

1. Approve the attached Financial Recovery Plan;
 2. Approve the attached Financial Recovery Plan with changes; or
 3. Provide alternative direction.
-

Attachments

Attachment No. 1 - Draft Financial Recovery Plan

Attachment No. 1 - Exhibit A

Attachment No. 1 - Exhibit B

Attachment No. 1 - Exhibit C

CITY COUNCIL GOALS & OBJECTIVES: Achieve Fiscal Sustainability and Financial Stability
Financial Recovery Plan/Corrective Action

**City of West Covina
Financial Recovery Plan
April 6, 2021
DRAFT**

Description of intended corrective actions, timing, prioritization of resources, and identification of individuals responsible for monitoring progress/implementation

State Auditor Objective No.	Action Steps	Expected Completion Date	Responsible Staff (Lead/Support)	Status Report (Updated Monthly)
1. Ensure that the fees/assessments charged for services align with costs and increase fees to reflect cost reasonably borne in the provision of city services	<p>1. Retain consultant to determine strengths and weakness of existing service delivery models. Assess City costs and revenue sources. Examine all revenue sources (local, state and federal) to develop sustainable and defensible revenue streams</p> <p>2. Examine all direct and indirect costs of fees for service, development impact fees and landscape/sewer district assessments</p>	<p>1. RFP release – April 2021</p> <p>2. Establish budget for fee study – May 2021</p> <p>3. Consultant kick-off – June 2021</p> <p>4. Draft Fee Study – October 2021</p> <p>5. City Council adoption – December 2021</p> <p>6. If voter approval is required (assessment districts only) – November 2022</p>	<p><u>Lead</u> – Finance Director</p> <p><u>Support</u> – Assistant City Clerk, Planning Manager, City Engineer, and Public Services Supervisor</p>	

State Auditor Objective No.	Action Steps	Expected Completion Date	Responsible Staff (Lead/Support)	Status Report (Updated Monthly)
2. Review, evaluate, and monitor all city contracts	<p>1. City Clerk to prepare list of current contracts. (Exhibit A – please note this is a working list and subject to change)</p> <p>2. Risk Management to verify insurance is current</p> <p>3. Responsible Department designated contract manager to evaluate consultant effectiveness and work quality (e.g. waste hauling and street sweeping)</p> <p>4. Ensure competition for procurements. Follow competitive bidding processes and monitor contract term, especially when exceeding five years</p>	<p>1. List of current contracts – April 2021</p> <p>2. Insurance verification – May 2021</p> <p>3. Departmental review – June 2021</p> <p>4. Review and update City’s purchasing, contracting, and bidding procedures – June 2021</p>	<p><u>Lead</u> – Assistant City Clerk</p> <p><u>Support</u> – All Departments</p>	

State Auditor Objective No.	Action Steps	Expected Completion Date	Responsible Staff (Lead/Support)	Status Report (Updated Monthly)
3. Set aside land sale revenue to compensate for any shortfalls in revenue that the City experiences as a result of the effects of the pandemic on the City's fiscal year 2020-21 budget	1. Economic Development Office to track all land sales and report as to use of proceeds of sales 2. Finance Department to estimate City portion of each land sale	Review, update and publish list of City of West Covina assets – June 2021	<u>Lead</u> – City Manager's Office <u>Support</u> – Assistant City Manager	
4. Proactively mitigate risk and exposure to litigation through training and implementation of best risk management practices	1. City joined the CJPIA on July 1, 2020 2. Review LossCap Action Plan regularly, including "top 5" important priority issues 3. Establish quarterly high-level executive team meetings and safety committee meetings for LossCap review 4. Corrective actions taken as identified in the Initial Risk Management Evaluation (Exhibit B)	1. Quarterly meetings: March, June, September, and December 2. 50% of corrective actions completed by December 2021 3. 100% of corrective actions completed by December 2023	<u>Lead</u> – Human Resources & Risk Management Director <u>Support</u> – All Departments	

State Auditor Objective No.	Action Steps	Expected Completion Date	Responsible Staff (Lead/Support)	Status Report (Updated Monthly)
5. Address the excessive cost currently incurred providing fire and emergency medical services	1. Evaluate current Fire Department deployment model 2. Document reasons for absences causing OT 3. Develop viable alternatives for fire and emergency management services 4. Discuss alternative plans with appropriate stakeholders	1. Analyze current deployment – April 1, 2021 2. Analyze alternatives – May 1, 2021 3. Meet with stakeholders – June 1, 2021	<u>Lead</u> – Fire Chief <u>Support</u> – Finance Director and Human Resources Director	
6. Prepare financial analyses that evaluate both the short-term and long-term financial implications of significant spending decisions	1. Use a multiyear forecast to quantify the impact of decisions on the city's financial condition 2. Evaluate short and long-term impacts of major revenue and expenditure decisions. Recognize trade-offs and opportunities of each decision	1. Prepare and annually update the forecast to include all projected revenue and expenditures, adding information on new assumptions, unanticipated costs, and cost-saving actions – July 2022 2. Prepare a financial evaluation template – August 2021 3. Staff training – September 2021 4. Include fiscal impact in Council agenda actions – December 2021	<u>Lead</u> – Finance Director <u>Support</u> – All Departments	

State Auditor Objective No.	Action Steps	Expected Completion Date	Responsible Staff (Lead/Support)	Status Report (Updated Monthly)
7. Implement a formal process for development of reasonable budget projections	1. Review accuracy of quarterly budget projections, comparing current year to previous year actual revenue and expenditures and factoring in known events that will change year-to-year data. 2. Track quarterly building and planning activity 3. Incorporate HdL sales tax information into quarterly, mid-year and annual budget estimates 4. Budget for risk management costs based upon actual loss experience	1. Meet quarterly with Directors to review activity and trends – March, June, September, and December 2. Use HdL data to support revenue projections for sales, property tax, transient occupancy tax, business license fees – May 1, 2021	<u>Lead</u> – Finance Director <u>Support</u> – Assistant Finance Director	
8. Meet and confer regarding negotiation of employee union agreements	Begin meet and confer process with all labor groups to review a) CPI, b) City's ability to pay, and c) labor market competitiveness on a total compensation basis including base salary, differentials, medical, pensions, and OPEB	1. Meet and confer process starts – April 2021 2. Regular Closed session updates to City Council 3. Meet & confer process completed – July 2022	<u>Lead</u> – Human Resources Director <u>Support</u> – Finance Director and City Manager	

State Auditor Objective No.	Action Steps	Expected Completion Date	Responsible Staff (Lead/Support)	Status Report (Updated Monthly)
9. Improve internal purchasing processes/enforcement to reduce susceptibility to waste and fraud	1. Review purchasing policy and credit card usage to determine compliance with Best Management Practices 2. Evaluate California Uniform Public Construction Cost Accounting Act (Public Contract Code 22000-22045) (Exhibit C)	1. Adopt revised purchasing and credit card usage policies as appropriate – October 2021 2. Adopt ordinance enacting California Uniform Public Construction Cost Accounting Act – August 2021	<u>Lead</u> – Finance Director <u>Support</u> – City Attorney’s Office and City Engineer	

West Covina Contract/Agreement List
City Manager's Office
Dated: March 29, 2021

<u>TYPE OF CONTRACT (CITY/AGENCY)</u>	<u>VENDOR/CONTRACTOR</u>	<u>SERVICE/PROJECT+C</u>	<u>RESPONSIBLE CITY</u>	<u>EFFECTIVE</u>	<u>EXPIRATION</u>	<u>TERM OF CONTRACT</u>	<u>ACTIVE/INACTIVE</u>	<u>CONTRACT AMOUNT</u>	<u>CITY MANAGER</u>	<u>INSURANCE</u>	<u>DESTRUCTION DATE</u>
<u>R</u>	<u>340</u>		<u>DEPARTMENT</u>	<u>DATE</u>	<u>DATE</u>					<u>EXPIRATION DATE</u>	
CITY	DAVENPORT CITRUS PARTNERS (100 CITRUS LIMITED)	LEASE AGREEMENT	CITY MANAGER	12/11/1989	07/31/2022	The Term of the Lease shall be extended by an additional thirty-six (36) months, commencing August 1, 2019 through July 31, 2022 ("Fifth Extension Period)	ACTIVE	August 1, 2020 - July 31, 2021 - Rent \$1,375 monthly.			
CITY	NEW CINGULAR WIRELESS PCS, LLC	OPTION AND LEASE AGREEMENT (SHADOW OAK DRIVE)	CITY MANAGER	05/17/2005	12/9/2030 (AUTO RENEWS EVERY 5 YEARS)	The initial lease term ("Initial Term") shall be FIVE (5) years commencing one hundred-eighty (180) days from full approval of the herein Option and Lease Agreement by the City Council or from receipt by City of Tenant's written statement indicating its election to exercise the option to lease, whichever occurs first ("Commencement Date"). The initial Term shall terminate on the last day of the month in which the fifth annual anniversary of the Commencement Date occurs. This Agreement shall automatically renew for five (5) additional five (5) year Term(s), (each five (5) year term shall be defined as the "Extension Term"), upon the same terms and conditions unless the Tenant notifies the City in writing of Tenant's intention not to renew this Agreement at least ninety (90) days prior to the expiration of the existing Term.	ACTIVE	Rent to the City \$2,200 per month (3% increase every year).	Andrew Pasmant		
CITY	OMNIPOINT COMMUNICATIONS, INC	COMMUNICATIONS SITE LEASE AGREEMENT	CITY MANAGER	10/18/2005	AUTO RENEWS EVERY 5 YEARS UNLESS TERMINATED (FOR 5 RENEWAL TERMS)	The term of this Lease ("Term") shall be five (5) years commencing with the issuance of a local building permit allowing Lessee to construct its mobile/wireless communications facilities on the Premises or ninety (90) days from the full execution and delivery of this Lease, whichever is earlier ("Commencement Date"). Lessee shall have the right to extend the Term of this Lease for five (5) additional terms ("Renewal Term") of five (5) years each. Each Renewal Term shall be on the same terms and conditions as set forth herein. This Lease shall automatically be extended for each successive five (5) Year Renewal Term unless Lessee notifies Lessor in writing of Lessee's intention not to extend this Lease at least thirty (30) days prior to the expiration of the first five year Term or any Renewal Term. Rent. (a) Upon the Commencement Date (provided the Lessor a signed and complete W-9 Form and	ACTIVE	RENT TO THE CITY (2,200 PER MONTH) AMOUNT TO INCREASE BY 3% OF THE RENT IN EFFECT FOR THE PREVIOUS YEAR, ON EACH ANNUAL ANNIVERSARY OF THE COMMENCEMENT DATE.	Andrew Pasmant		

West Covina Contract/Agreement List
City Manager's Office
Dated: March 29, 2021

CITY	ROYAL STREET COMMUNICATIONS, LLC	COMMUNICATIONS SITE LEASE AGREEMENT	CITY MANAGER	10/03/2006	AUTO RENEWS EVERY 5 YEARS UNLESS TERMINATED (FOR 5 RENEWAL TERMS)	The term of this Lease Agreement ("Term") shall be five (5) years commencing with the issuance of a local governmental building permit allowing Lessee to construct Lessee's Facilities on the Premises or twelve (12) months from the date of full execution of this Lease Agreement, whichever occurs first ("Commencement Date"). Lessee shall promptly deliver written notice to Lessor of the Commencement Date. Lessee shall have the right to extend the Term of this Lease Agreement for four (4) additional terms (each a "Renewal Term") of five (5) years each. The terms and conditions for each Renewal Term shall be the same terms and conditions as in this Lease Agreement, except that the Rent shall be increased as set forth hereinbelow. This Lease agreement shall automatically be extended for each successive five (5) year Renewal Term unless Lessee notifies Lessor in writing of Lessee's intention not	ACTIVE	RENT TO THE CITY (2,200 PER MONTH) AMOUNT TO INCREASE BY 3% OF THE RENT IN EFFECT FOR THE PREVIOUS YEAR, ON EACH ANNUAL ANNIVERSARY OF THE COMMENCEMENT DATE.	Andrew Pasmant	Commercial General Liability: 4/1/2021, Automobile Liability: 4/1/2021	
CITY	OMNIPONT COMMUNICATIONS, INC.	COMMUNICATIONS SITE LEASE AGREEMENT	CITY MANAGER	12/19/2006	AUTO RENEWS EVERY 5 YEARS UNLESS TERMINATED (FOR 5 RENEWAL TERMS)	This term of this Lease ("Term")	ACTIVE	RENT TO THE CITY (2,200	Andrew Pasmant		
CITY	LOS ANGELES SMSA LIMITED PARTNERSHIP, D/B/A VERIZON WIRELESS	COMMUNICATIONS SITE LEASE AGREEMENT - CITY MAINTENANCE YARD	CITY MANAGER	05/09/2008	AUTO RENEWS EVERY 5 YEARS UNLESS TERMINATED (FOR 5 RENEWAL TERMS)	The initial term of this Lease ("Term") shall be five (5) years commencing on the first day of the month after the issuance of a local building permit by the governmental agency charged with issuing such permits allowing Lessee to construct its mobile/wireless communications facilities on the Premises, or the first day of the month that is one hundred and twenty (120) days from the full extension of this Lease, whichever occurs first ("Commencement Date"). Lessee shall have the right to extend the Term of this Lease for five (5) additional extension terms (each, a "Renewal Term") of five (5) years each. Each Renewal Term shall be on the same terms and conditions as set forth herein. This Lease shall automatically be extended for each successive Renewal Term unless notifies Lessor in writing of Lessee's intention not to extend this Lease at least thirty (30) days prior to the expiration of the Term or any Renewal	ACTIVE	RENT TO THE CITY (2,200 PER MONTH) AMOUNT TO INCREASE BY 3% OF THE LEASE RENT FOR THE PREVIOUS YEAR, ON EACH ANNUAL ANNIVERSARY OF THE COMMENCEMENT DATE.	Andrew Pasmant	Commercial General Liability: 6/30/2021, Automobile Liability: 6/30/2021, Workers Compensation and Employers' Liability: 6/30/2021	

West Covina Contract/Agreement List
City Manager's Office
Dated: March 29, 2021

CITY	CLEAR WIRELESS LLC	COMMUNICATIONS LEASE AGREEMENT	CITY MANAGER	04/06/2010	AUTO RENEWS EVERY 5 YEARS UNLESS TERMINATED	The term of this Lease ("Term") shall be Five (5) years commencing with the issuance of a local building permit allowing Lessee to construct its mobile/wireless communications facilities on the Premises or One Hundred Twenty (120) days from the full execution of this Lease, whichever is earlier ("Commencement Date"). Lessee shall have the right to extend the Term of this Lease for Five (5) additional Terms ("Renewal Term") of Five (5) years each. Each Renewal Term shall be on the same terms and conditions as set forth herein. This Lease shall automatically be extended for each successive Five (5) year Renewal Term, unless Lessee notifies Lessor in writing of Lessee's intention not to extend this Lease at least thirty (30) days prior to	ACTIVE	RENT (2,400 PER MONTH) AMOUNT TO INCREASE BY 3% OF THE LEASE RENT FOR THE PREVIOUS YEAR, ON EACH ANNUAL ANNIVERSARY OF THE COMMENCEMENT DATE.	Andrew Pasmant		
CITY	MT.SAC	COMMUNICATIONS SITE LEASE AGREEMENT	CITY MANAGER	09/18/2013	AUTO RENEWS EVERY 5 YEARS UNLESS TERMINATED (FOR 5 RENEWAL TERMS)	The term of this Lease ("Term") shall be five (5) years. The Term shall commence on September 18, 2013, (the "Commencement Date"). (a) Renewal: The parties may extend the Term of this Lease for up to five (5) additional Term(s) ("Renewal Term") in lengths equal to the initial Term. Each Renewal Term shall be on the same terms and conditions as set forth herein, except as the Parties otherwise may amend pursuant to Section 18(f) of this Lease. (b) Notice of Termination: Lessee shall provide Lessor with good-faith notice of intent to renew, or not to renew, ninety (90) days prior to the expiration of the initial Term or subsequent Renewal Term. This Lease shall automatically extend for an additional five (5) year Renewal Term, until all five (5) Renewal Terms have been exhausted, unless written notification of Lessee's intention not to extend this Lease is given to Lessor at least thirty (30) days prior to the expiration of the initial Term or any Renewal Term. Rent. (a) Provided the Lessor has issued Lessee a signed and complete W-9 Form, Lessee shall pay Lessor, as rent, the sum of one thousand five hundred dollars (\$1,500.00) ("Rent") per month. Rent shall be paid six (6) months in advance, requiring Lessee to remit a nine thousand dollars (\$9,000) to Lessor on the first (1st) day of the month every six (6) months during the term of this Agreement and all subsequent renewals. Rent shall be made to Lessor at	ACTIVE	RENT TO THE CITY (1,500 PER MONTH) AMOUNT TO INCREASE BY 3% OF THE LEASE RENT FOR THE PREVIOUS YEAR, ON EACH ANNUAL ANNIVERSARY OF THE COMMENCEMENT DATE. Rent shall be paid six (6) months in advance, requiring Lessee to remit a total of nine thousand dollars (\$9,000) to Lessor on the first (1st) day of the month every six (6) months during the term of this Agreement and all subsequent Renewals.	Christopher Chung		
CITY	MV TRANSPORTATION, INC	LEASE AGREEMENT	CITY MANAGER	01/22/2014	3/2/2021 (As of Amendment #2)	The lease contract and Additional Bus Parking space provision will end March 2, 2021.	ACTIVE	RENT TO THE CITY (\$3,000 PER MONTH) AS OF AMENDMENT NO.1	Christopher Chung		

West Covina Contract/Agreement List
City Manager's Office
Dated: March 29, 2021

CITY	EDUCATIONAL MEDIA FOUNDATION	COMMUNICATIONS SITE LEASE AGREEMENT	CITY MANAGER	03/18/2014	AUTO RENEWS EVERY 5 YEARS UNLESS TERMINATED (FOR 5 RENEWAL TERMS)	The term of this Lease ("Term") shall be five (5) years. The Term shall commence sixty (60) days from the date of: 1) the end of a ninety (90) day due diligence period, 2) Lessee's receipt of approval of all permits, licenses and authorizations from all Federal, State and Local authorities, or 3) Lessor's receipt of energy study funds (see section 4(b) of this Lease), whichever occurs last (the "Commencement Date"). (a) Renewal: The Parties may extend the Term of this Lease for up to five (5) additional Term(s) ("Renewal Term") in legnth equal to the initial Term. Each Renewal Term shall be on same terms and conditions as set forth herein, except as the Parties otherwise may amend pursuant to Section 18(i) of this Lease. (b) Notice of Termination: Lessee shall provide Lessor with good-faith notice of intent to renew, or not renew, ninety (90) days prior to the expiration of the Initial Term or subsequent	ACTIVE	RENT TO THE CITY (1,500 PER MONTH) AMOUNT TO INCREASE BY 3% OF THE RENT IN EFFECT FOR THE PREVIOUS YEAR, ON EACH ANNUAL ANNIVERSARY OF THE COMMENCEMENT DATE.	Christopher Chung	
CITY	JONES & MAYER	RETAINER AGREEMENT	CITY MANAGER	08/19/2014	8/19/2020 (ACTIVE			
CITY	LOS ANGELES SMSA LIMITED PARTNERSHIP DBA VERIZON WIRELESS	COMMUNICATIONS SITE LEASE AGREEMENT - WALMERADO PARK	CITY MANAGER	08/20/2014	AUTO RENEWS EVERY 5 YEARS UNLESS TERMINATED (FOR 5 RENEWAL TERMS)	The initial term of this Lease ("Initial Term") shall be Five (5) years commencing on the first day of the month after the issuance of a local building permit allowing Lessee to construct its mobile/wireless communications facilities on the Premises or twelve (12) months from the full execution of this Lease, whichever occurs first ("Commencement Date"). Lessee shall have the right to extend the Term of this Lease for Five (5) additional Terms ("Renewal Term") of Five (5) years each, up the thirty (30) years total. Each Renewal Term shall be on the same terms and conditions as set forth herein. This Lease shall automatically be extended for each successive Five (5) year Renewal Term unless Lessee notifies Lessor in writing of Lessee's intention not to extend this Lease at least sixty (60) days prior to the expiration of the Initial Term or any Renewal Term. If Lessee remains in possession of the premises	ACTIVE	RENT TO THE CITY (2,700 PER MONTH) AMOUNT TO INCREASE BY 3% OF THE LEASE RENT FOR THE PREVIOUS YEAR, ON EACH ANNUAL ANNIVERSARY OF THE COMMENCEMENT DATE.	Christopher Chung	Commercial General Liability: 6/30/2021, Automobile Liability: 6/30/2021, Workers Compensation and Employers' Liability: 6/30/2021

West Covina Contract/Agreement List
City Manager's Office
Dated: March 29, 2021

CITY	LOS ANGELES SMSA LIMITED PARTNERSHIP DBA VERIZON WIRELESS	COMMUNICATIONS SITE LEASE AGREEMENT - PALMVIEW PARK	CITY MANAGER	06/04/2015	AUTO RENEWS EVERY 5 YEARS UNLESS TERMINATED (FOR 5 RENEWAL TERMS)	The initial term of this Lease ("Initial Term") shall be Five (5) years commencing on the first day of the month after the issuance of a local building permit allowing Lessee to construct its mobile/wireless communications facilities on the Premises or twelve (12) months from the full execution of this Lease, whichever occurs first ("Commencement Date"). Lessee shall have the right to extend the Term of this Lease for Five (5) additional Terms ("Renewal Term") of Five (5) years each, up the thirty (30) years total. Each Renewal Term shall be on the same terms and conditions as set forth herein. This Lease shall automatically be extended for each successive Five (5) year Renewal Term unless Lessee notifies Lessor in writing of Lessee's intention not to extend this Lease at least sixty (60) days prior to the expiration of the Initial Term or any Renewal Term. If Lessee remains in possession of the premises	ACTIVE	RENT TO THE CITY (2,700 PER MONTH) AMOUNT TO INCREASE BY 3% OF THE LEASE RENT FOR THE PREVIOUS YEAR, ON EACH ANNUAL ANNIVERSARY OF THE COMMENCEMENT DATE.	Chris Freeland	Commercial General Liability: 6/30/2021, Automobile Liability: 6/30/2021, Workers Compensation and Employers' Liability: 6/30/2021	
CITY	LOS ANGELES SMSA LIMITED PARTNERSHIP DBA VERIZON WIRELESS	COMMUNICATIONS SITE LEASE AGREEMENT - SHADOW OAK PARK	CITY MANAGER	10/06/2015	AUTO RENEWS EVERY 5 YEARS UNLESS TERMINATED (FOR 5 RENEWAL TERMS)	The initial term of this Lease ("Initial Term") shall be Five (5) years commencing on the first day of the month after the issuance of a local building permit allowing Lessee to construct its mobile/wireless communications facilities on the Premises or twelve (12) months from the full execution of this Lease, whichever occurs first ("Commencement Date"). Lessee shall have the right to extend the Term of this Lease for Five (5) additional Terms ("Renewal Term") of Five (5) years each, up the thirty (30) years total. Each Renewal Term shall be on the same terms and conditions as set forth herein. This Lease shall automatically be extended for each successive Five (5) year Renewal Term unless Lessee notifies Lessor in writing of Lessee's intention not to extend this Lease at least sixty (60) days prior to the expiration of the Initial Term or any Renewal Term. If Lessee remains in possession of the premises	ACTIVE	RENT TO THE CITY (2,700 PER MONTH) AMOUNT TO INCREASE BY 3% OF THE LEASE RENT FOR THE PREVIOUS YEAR, ON EACH ANNUAL ANNIVERSARY OF THE COMMENCEMENT DATE.	Chris Freeland	Commercial General Liability: 6/30/2021, Automobile Liability: 6/30/2021, Workers Compensation and Employers' Liability: 6/30/2021	
CITY	WEST COVINA AUTO PLAZA ASSOCIATION, INC	LED SIGN REPLACEMENT LOAN AGREEMENT	CITY MANAGER	06/22/2016	06/22/2026	This Agreement shall commence on the Effective Date of this Agreement, and shall continue for a period of 10 years, or until such time as the Loan has been fully repaid to City, or until such time as this Agreement shall be terminated, whichever occurs soonest ("Termination Date").	ACTIVE	\$523,582 IN RENT TO BE PAID TO THE CITY OVER 10 YEARS	Chris Freeland		

West Covina Contract/Agreement List
City Manager's Office
Dated: March 29, 2021

CITY	LOS ANGELES SMSA LIMITED PARTNERSHIP DBA VERIZON WIRELESS	COMMUNICATIONS SITE LEASE AGREEMENT - DEL NORTE PARK	CITY MANAGER	10/04/2016	AUTO RENEWS EVERY 5 YEARS UNLESS TERMINATED (FOR 5 RENEWAL TERMS)	The initial term of this Lease ("Initial Term") shall be Five (5) years commencing on the first day of the month after the issuance of a local building permit allowing Lessee to construct its mobile/wireless communications facilities on the Premises or twelve (12) months from the full execution of this Lease, whichever occurs first ("Commencement Date"). Lessee shall have the right to extend the Term of this Lease for Five (5) additional Terms ("Renewal Term") of Five (5) years each, up the thirty (30) years total. Each Renewal Term shall be on the same terms and conditions as set forth herein. This Lease shall automatically be extended for each successive Five (5) year Renewal Term unless Lessee notifies Lessor in writing of Lessee's intention not to extend this Lease at least sixty (60) days prior to the expiration of the Initial Term or any Renewal Term. If Lessee remains in possession of the premises	ACTIVE	RENT TO THE CITY (2,700 PER MONTH) AMOUNT TO INCREASE BY 3% OF THE LEASE RENT FOR THE PREVIOUS YEAR, ON EACH ANNUAL ANNIVERSARY OF THE COMMENCEMENT DATE.	Chris Freeland	Commercial General Liability: 6/30/2021, Automobile Liability: 6/30/2021, Workers Compensation and Employers' Liability: 6/30/2021	
CITY	LOS ANGELES SMSA LIMITED PARTNERSHIP DBA VERIZON WIRELESS	SECOND AMENDMENT TO COMMUNICATIONS SITE LEASE AGREEMENT - PALMVIEW PARK	CITY MANAGER	04/03/2017	AUTO RENEWS EVERY 5 YEARS UNLESS TERMINATED (FOR 5 RENEWAL TERMS)	Exept as specifically modified by this Amendment, all of the terms and conditions of the Lease shall remain in full force and effect.	ACTIVE	RENT TO THE CITY (2,700 PER MONTH) AMOUNT TO INCREASE BY 3% OF THE LEASE RENT FOR THE PREVIOUS YEAR, ON EACH ANNUAL ANNIVERSARY OF THE COMMENCEMENT DATE.	Chris Freeland	Commercial General Liability: 6/30/2021, Automobile Liability: 6/30/2021, Workers Compensation and Employers' Liability: 6/30/2021	
CITY	DEPARTMENT OF TRANSPORTATION	FREEWAY MAINTENANCE AGREEMENT	CITY MANAGER	04/03/2018	UNTIL TERMINATED	This Agreement shall become effective on the date first shown on its face sheet and shall remain in full force and effect until amended or terminated at any time upon mutual consent of the PARTIES or until terminated by STATE for cause.	ACTIVE		Chris Freeland		
CITY	MT.SAC	FIVE-YEAR EXTENSION #1 OF COMMUNICATIONS SITE LEASE AGREEMENT	CITY MANAGER	09/12/2018	09/12/2023	Pursuant to Section 5(a) of the Original Lease, the Parties agree to extend the term of the Original lease for one additional term of five years.	ACTIVE	RENT TO THE CITY (1,500 PER MONTH) AMOUNT TO INCREASE BY 3% OF THE LEASE RENT FOR THE PREVIOUS YEAR, ON EACH ANNUAL ANNIVERSARY OF THE COMMENCEMENT DATE. Rent shall be paid six (6) months in advance, requiring Lessee to remit a total of nine thousand dollars (\$9,000) to Lessor on the first (1st) day of the month every six (6) months during the term of this Agreement and all subsequent Renewals.	Chris Freeland		

West Covina Contract/Agreement List
City Manager's Office
Dated: March 29, 2021

CITY	TECH/KNOWLEDGE INC	PROFESSIONAL SERVICES AGREEMENT FOR FCC LICENSE MONITORING AND AS-NEEDED CONSULTING SUPPORT	CITY MANAGER	11/01/2018	10/31/2023	This Agreement shall commence on the Effective Date and continue for a period of 60 months from the Effective Date, ending on October 31st 2023, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties. At any time prior to the date five years from the Effective Date, City may notify Consultant that the term for the agreement is extended for an additional 5 years, and all terms in the agreement, including the rates listed in Exhibit B, shall continue in force.	ACTIVE	Shall not exceed \$15,000	Chris Freeland	Commercial General Liability: 6/15/2019, Automobile Liability: 6/15/2019, Professional Liability: 11/9/2018	
CITY	CHRIS BRIZZOLARA	PROFESSIONAL SERVICES AGREEMENT FOR LEGAL SERVICES	CITY ATTORNEY	05/16/2019	05/16/2024	This Agreement shall commence on the Effective Date and continue for a period of four years after the Effective Date, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties. Thereafter, this Agreement may be renewed for a maximum of successive one (1) year terms not to exceed two (2) years. Such renewal will be evidenced by a written Amendment upon written notice of City given to Consultant at any time prior to the expiration date of the Agreement.	ACTIVE	Shall not exceed \$30,000.	David Carmany		
CITY	LIEBERT, CASSIDY, WHITMORE	AGREEMENT FOR SPECIAL SERVICES PROVIDED BY LIEBERT CASSIDY WHITMORE FOR THE CITY OF WEST COVINA	CITY MANAGER	05/30/2019	05/29/2021	This Agreement is effective May 30, 2019 to May 29, 2021, and may be modified by mutual agreement of the parties. This agreement shall be terminable by the City providing written notice. Attorney may terminate the agreement upon thirty (30) days written notice.	ACTIVE		David Carmany	Commercial General Liability: 12/14/2020, Automobile Liability: 12/14/2020, Umbrella Liability/ Excess Liability: 12/14/2020, Workers Compensation and Employers' Liability: 04/01/2020, Professional Liability: 12/10/2020	
CITY	FOOTHILL TRANSIT	Assignment Agreement (Prop A Local Return Fund Exchange)	City Manager	07/01/2019		This Agreement is effective on the date above written and for such time as is necessary for both parties to complete their mutual obligations under this Agreement.	Active		David Carmany		
CITY	POMONA VALLEY HUMANE SOCIETY	AGREEMENT (ANIMAL SHELTER AND ANIMAL CONTROL SERVICES)	CITY MANAGER	07/01/2019	06/30/2021	This Agreement shall commence on July 1, 2019, shall be effective for an initial term of two (2) years and shall expire on June 30, 2021.	ACTIVE	(\$895,000 for fiscal year of July 1, 2019 to June 30, 2020.)	David Carmany		

West Covina Contract/Agreement List
City Manager's Office
Dated: March 29, 2021

CITY	DAVID CARMANY	CITY MANAGER EMPLOYMENT AGREEMENT WITH DAVID CARMANY	CITY MANAGER	08/20/2019	Month to Month renewal unless terminated	The term of this Agreement shall become effective on September 1, 2019, and will remain in full force and effect through the end of the business day on August 31, 2020 ("Initial Term"), unless otherwise terminated as set forth herein. At the expiration of the Initial Term of this Agreement, this Agreement shall automatically extend on a month-to-month basis until such time as either Party, thirty (30) days prior to the expiration of the Initial Term or any extension period, gives written notice of its desire to not extend the term. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the City Council to terminate the services of Employee at any time, subject only to the provisions set forth in Section	ACTIVE	Annual rate of \$212,000	David Carmany		
CITY	SCORE ASSOCIATION	OFFICE USE AGREEMENT	CITY MANAGER	09/01/2019	08/30/2021	The initial term of this Agreement is two (2) years (the "Initial Term"), beginning on the Effective Date and ending on August 30, 2021.	ACTIVE	\$0	David Carmany	Commercial General Liability: 10/1/2021, Umbrella Liability/ Excess Liability: 10/1/2021	
CITY	LOS ANGELES COUNTY FLOOD CONTROL DISTRICT AND THE CITIES OF BALDWIN PARK, COVINA, GLENDORA, LA PUENTE, SOUTH EL MONTE, AND WEST COVINA	MEMORANDUM OF AGREEMENT REGARDING THE ADMINISTRATION AND COST SHARING FOR IMPLEMENTING THE COORDINATED INTEGRATED MONITORING PROGRAM FOR THE UPPER SAN GABRIEL RIVER WATERSHED	CITY MANAGER	11/12/2019	12/31/2023	This MOA shall become effective on the last date of execution by a PARTY, and shall remain in effect until (1) COUNTY has provided the PARTIES with an accounting as set forth in Section 7(f) and the PARTIES have paid all outstanding invoices, or (2) December 31, 2023, whichever comes last.	ACTIVE	See Contract	David Carmany		
CITY	SOUTH COAST EMERGENCY VEHICLE SERVICE, INC	PROFESSIONAL SERVICES AGREEMENT FOR FIRE APPARATUS AND HEAVY EQUIPMENT MAINTENANCE AND REPAIR	FIRE DEPARTMENT	02/18/2020	02/18/2023	This Agreement shall commence on the Effective Date and continue for a period of Thirty-Six (36) months, ending on February 18, 2023, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties. Thereafter, this Agreement may be extended for a maximum of two (2) successive one (1) year periods. Such extensions, if any, will be evidenced by a written amendment to this Agreement.	ACTIVE	Shall have no minimum and shall not exceed One Hundred Thousand Dollars (\$100,000) a year.	David Carmany		

West Covina Contract/Agreement List
City Manager's Office
Dated: March 29, 2021

CITY	VALLEY POWER SYSTEMS	PROFESSIONAL SERVICES AGREEMENT (FIRE APPARATUS AND HEAVY EQUIPMENT MAINTENANCE AND REPAIR)	FIRE DEPARTMENT	02/18/2020	02/18/2023	This Agreement shall commence on the Effective Date and continue for a period of Thirty-Six (36) months, ending on February 18, 2023, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties. Thereafter, this Agreement may be extended for a maximum of two (2) successive one (1) year periods. Such extensions, if any, will be evidenced by a written amendment to this Agreement.	ACTIVE	SHALL NOT EXCEED \$100,000 PER YEAR.	David Carmany		
CITY	SOUTHERN CALIFORNIA FLEET SERVICES, INC	PROFESSIONAL SERVICES AGREEMENT FOR FIRE APPARATUS AND HEAVY EQUIPMENT MAINTENANCE AND REPAIR	FIRE DEPARTMENT	02/18/2020	02/18/2023	This Agreement shall commence on the Effective Date and continue for a period of Thirty-Six (36) months, ending on February 18, 2023, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties. Thereafter, this Agreement may be extended for a maximum of two (2) successive one (1) year periods. Such extensions, if any, will be evidenced by a written amendment to this Agreement.	ACTIVE	Shall have no minimum and shall not exceed One Hundred Thousand Dollars (\$100,000) a year.	David Carmany	Commercial General Liability: 3/1/2022, Automobile Liability: 3/1/2022, Umbrella Liability/ Excess Liability: 3/1/2022	
CITY	LOS ANGELES TRUCK CENTERS, LLC, DBA VELOCITY TRUCK CENTERS	PROFESSIONAL SERVICES AGREEMENT FOR FIRE APPARATUS AND HEAVY EQUIPMENT MAINTENANCE AND REPAIR	FIRE DEPARTMENT	02/18/2020	02/18/2023	This Agreement shall commence on the Effective Date and continue for a period of Thirty-Six (36) months, ending on February 18, 2023, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties. Thereafter, this Agreement may be extended for a maximum of two (2) successive one (1) year periods. Such extensions, if any, will be evidenced by a written amendment to this Agreement.	ACTIVE	Shall not exceed \$100,000 per year.	David Carmany		

West Covina Contract/Agreement List
City Manager's Office
Dated: March 29, 2021

CITY	BEST BEST & KRIEGER LLP	ENGAGEMENT AGREEMENT	CITY MANAGER	04/13/2020	Upon written notice	The City, of course, has the right to end our services at any time. If the City does so, it will be responsible for the payment of fees and costs accrued but not yet paid, plus reasonable fees and costs in transferring the case to the City and its new counsel. By the same token, we reserve the right to terminate our services to the City upon written notice, order of the court, or in accordance with our attached Billing Policies memorandum. This could happen if the City fails to pay our fees and costs as agreed, fail to cooperate with us in this matter, or if we determine we cannot continue to represent the City for ethical or practical concerns.	ACTIVE	Partners: \$315 per hour. Associates: \$270 per hour	David Carmany		
CITY	SAN GABRIEL VALLEY REGIONAL HOUSING TRUST	JOINT EXERCISE OF POWERS AGREEMENT	CITY MANAGER	04/21/2020	Until Terminated.	This Agreement shall become effective, and SGVRHT shall come into existence, on the Effective Date, which date shall be the date upon which this Agreement shall thereafter continue in full force and effect until terminated pursuant to subdivision (b) of this section.	ACTIVE		David Carmany		
CITY	VERSAILLES PALACE MANAGEMENT, LLC	LEASE AGREEMENT	CITY MANAGER	05/19/2020	05/19/2021	All term of the Lease shall commence on May 1, 2020. During the period of Apr 1, 2020 through Apr 30, 2020. Tenant shall not obligate to pay any Rent Rent.	ACTIVE	See Contract	David Carmany		
CITY	LAW OFFICE OF LINDA L. DAUBE	CONSULTANT SERVICES AGREEMENT	CITY MANAGER	05/21/2020	06/30/2021	This Agreement shall be in full force and effect for the term through June 30, 2021 or the fees and costs set forth in paragraph 5 are expanded, whichever occurs first. Either party may terminate this Agreement at any time, with or without cause, by giving written notice to the other party.	ACTIVE	Shall not exceed \$29,900	David Carmany		
CITY	LA COUNTY	GENERAL SERVICES AGREEMENT	CITY MANAGER	06/01/2020	06/30/2025	This Agreement shall become effective on the date herein-above first mentioned and shall run for a period ending June 30, 2025, and at the option of the City Council of the City, with the consent of the Board of Supervisors of County, shall be renewable thereafter for an additional period of not to exceed five (5) years.	ACTIVE		David Carmany		
CITY	L.A. COUNTY - FLOOD CONTROL DISTRICT	TRANSFER AGREEMENT (AGREEMENT NO. 2020MP83 SAFE, CLEAN WATER PROGRAM - MUNICIPAL PROGRAM)	CITY MANAGER	06/25/2020	END OF THE 2023-24 FISCAL YEAR	This Agreement shall expire at the end of the 2023-24 Fiscal Year. The parties shall thereafter enter into a new agreement based on the most recent standard template agreement approved by the Board.	ACTIVE		David Carmany		
CITY	WEST COVINA PUBLIC FINANCING AUTHORITY	LEASE AGREEMENT	CITY MANAGER	07/01/2020	08/01/2044		ACTIVE	See Contract	David Carmany		

West Covina Contract/Agreement List
City Manager's Office
Dated: March 29, 2021

CITY	SCIENTIA CONSULTING GROUP	PROFESSIONAL SERVICES AGREEMENT FOR WEST COVINA SERVICE GROUP ADMINISTRATIVE AND TECHNICAL SERVICES	CITY MANAGER	07/21/2020	07/20/2022	This Agreement shall commence on the Effective Date and continue for a period of two (2) years, ending on July 20, 2022, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.	ACTIVE	Shall not exceed \$495,000	David Carmany	Commercial General Liability: 5/25/2021, Automobile Liability: 5/25/2021, Professional Liability: 5/25/2021	
CITY	ARCHIVESOCIAL, INC	ENTERPRISE SOFTWARE LICENSE AGREEMENT	IT	08/01/2020	08/01/2021	This Agreement is effective beginning on the Effective Date and, unless this Agreement is earlier terminated in accordance with this Section 4, shall continue for a period of 1 year, and Licensee may elect to renew this Agreement thereafter for successive periods of 1 year (each, a "Renewal Term") by providing written notice of renewal to Licensor at least 30 days prior to the scheduled expiration of this Agreement. Licensor may increase the fees as provided in Exhibit A upon commencement of a Renewal Term, provided that Licensor issues written notice at least 45 days prior to the Renewal Term.	ACTIVE	\$7,176	David Carmany		
CITY	VALLEY PHYSICIANS MEDICAL GROUP INC.	PROFESSIONAL SERVICES AGREEMENT FOR CONSULTING SERVICES RELATING TO EXPLORING OPTIONS FOR ESTABLISHING LOCAL HEALTH DEPARTMENT	CITY MANAGER	12/09/2020	12/31/2021	This Agreement shall commence on the Effective Date and continue through December 31, 2021, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.	ACTIVE	\$0	David Carmany	Commercial General Liability: 7/9/2021, Workers Compensation and Employers' Liability: 1/1/2022	
CITY	LOS ANGELES COUNTY	SPACE USE AGREEMENT	CITY MANAGER	01/23/2021	06/30/2021	The term of this Agreement shall commence upon the Effective Date (as defined above) and shall continue in full force and effect until and through June 30, 2021 ("Expiration Date"), unless sooner terminated as provided herein below or extended upon mutual agreement of the parties.	ACTIVE	\$0	David Carmany		

West Covina Contract/Agreement List

City Clerk's Office

Dated: March 29, 2021

<u>TYPE OF CONTRACT</u> <u>(CITY/AGENCY)</u>	<u>VENDOR/CONTRACTOR</u>	<u>SERVICE/PROJECT-C340</u>	<u>RESPONSIBLE CITY</u> <u>DEPARTMENT</u>	<u>EFFECTIVE</u> <u>DATE</u>	<u>EXPIRATION</u> <u>DATE</u>	<u>TERM OF CONTRACT</u>	<u>ACTIVE/INACTIVE</u>	<u>CONTRACT AMOUNT</u>	<u>CITY MANAGER</u>	<u>INSURANCE EXPIRATION DATE</u>	<u>DESTRUCTION DATE</u>
CITY	COMPLETE PAPERLESS SOLUTIONS	PROFESSIONAL SERVICES AGREEMENT FOR DOCUMENT MANAGEMENT	CITY CLERK	08/10/2018	08/10/2021	This Agreement shall commence on the Effective Date and continue for a period of 60 days for the installation of the System, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties. The LSAP initial one year term shall commence upon acceptance of the System by City. Thereafter, the LSAP Agreement may be renewed for a maximum of four successive one (1) year terms. Such renewal will be evidenced by a written Amendment upon written notice of City given to Consultant at any time prior to the expiration date of the AGREEMENT.	ACTIVE	Shall not exceed (\$27,300)	Chris Freeland		
CITY	DESTINY SOFTWARE, INC	PROFESSIONAL SERVICES AGREEMENT (AGENDA MANAGEMENT SYSTEM)	IT	08/01/2020	07/31/2024	This Agreement shall be effective retroactive to the Effective Date and continue for a period of four (4) years, ending on July 31, 2024, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.	ACTIVE	Shall not exceed \$27,300	David Carmany		

West Covina Contract/Agreement List
Human Resources & Risk Management Department
Dated: March 29, 2021

<u>TYPE OF CONTRACT (CITY/AGENCY)</u>	<u>VENDOR/CONTRACTOR</u>	<u>SERVICE/PROJECT+C340</u>	<u>RESPONSIBLE CITY DEPARTMENT</u>	<u>EFFECTIVE DATE</u>	<u>EXPIRATION DATE</u>	<u>TERM OF CONTRACT</u>	<u>ACTIVE/INACTIVE</u>	<u>CONTRACT AMOUNT</u>	<u>CITY MANAGER</u>	<u>INSURANCE EXPIRATION DATE</u>	<u>DESTRUCTION DATE</u>
CITY	CARL WARREN & COMPANY	PROFESSIONAL SERVICES AGREEMENT FOR THIRD-PARTY GENERAL LIABILITY CLAIMS ADMINISTRATION SERVICES	HR	10/30/2018	06/30/2021	This Agreement shall commence on the Effective Date and continue for a period of 32 months, ending on June 30, 2021, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties. Thereafter, this AGREEMENT may be renewed for a maximum of successive one (1) year terms not to exceed two (2) years. Such renewal will be evidenced by a written Amendment upon written notice of City given to Consultant at any time prior to the expiration date of the AGREEMENT.	ACTIVE	3-YEAR COST \$105,659	Chris Freeland		
CITY	OFFICE OF ADMINISTRATIVE HEARINGS	AGREEMENT FOR ANY HEARING SERVICES	HR	02/26/2019	02/26/2024	Upon the date of approval and execution by all parties through five years.	ACTIVE	Maximum Amount \$48,000	Chris Freeland		
CITY	WRITTEN COMMUNICATIONS, INC	PROFESSIONAL SERVICES AGREEMENT (TRANSCRIPTION SERVICES)	HUMAN RESOURCES	04/09/2020	04/08/2021	This Agreement shall commence on the Effective Date and continue for a period of one (1) year, through April 8, 2021, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties. Thereafter, this Agreement may be extended for a maximum of two (2) successive one (1) year periods. Such extensions, if any, will be evidenced by a written amendment to this Agreement.	ACTIVE		David Carmany		
CITY	BIOLOGICAL LABORATORY, INC	PROFESSIONAL SERVICES AGREEMENT FOR COVID-19 SCREENING SERVICES	HR	07/08/2020	07/07/2021	This Agreement shall commence on the Effective Date and continue for a period of one (1) year, ending on July 7, 2021, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.	ACTIVE	Shall not exceed \$10,000	David Carmany		
CITY	VITAL MEDICAL SERVICES, LLC	PROFESSIONAL SERVICES AGREEMENT FOR COVID-19 SCREENING	HR	07/11/2020	07/10/2021	This Agreement shall be effective retroactive to the Effective Date and continue for a period of one (1) year, ending on July 10, 2021, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.	ACTIVE	Shall not exceed \$20,000	David Carmany	Commercial General Liability: 1/5/2021, Workers Compensation and Employers' Liability: 10/28/2021, Professional Liability: 1/5/2021.	

West Covina Contract/Agreement List
Human Resources & Risk Management Department
Dated: March 29, 2021

CITY	ALLIANT INSURANCE SERVICES, INC	PROFESSIONAL SERVICES AGREEMENT FOR EMPLOYEE BENEFIT PROGRAMS	HR	09/01/2020	06/30/2021	This Agreement shall be effective retroactive to the Effective Date and continue through June 30, 2021, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.	ACTIVE	\$4,166.67 monthly	David Carmany	Commercial General Liability: 3/1/2021, Automobile Liability: 3/1/2021, Umbrella Liability/ Excess Liability: 3/1/2021, Workers Compensation and Employers' Liability: 3/1/2021	
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West Covina Contract/Agreement List

IT Division

Dated: March 29, 2021

TYPE OF CONTRACT (CITY/AGENCY)	VENDOR/CONTRACTOR	SERVICE/PROJECT-C340	RESPONSIBLE CITY DEPARTMENT	EFFECTIVE DATE	EXPIRATION DATE	TERM OF CONTRACT	ACTIVE/INACTIVE	CONTRACT AMOUNT	CITY MANAGER	INSURANCE EXPIRATION DATE	DESTRUCTION DATE
CITY	MAVERICK NETWORKS	MASTER MAINTENANCE AGREEMENT (2 COAST HYDRO)	I.T.	04/10/2020	04/10/2022	The Term of this Agreement shall be for a (2) year period commencing on the first (1st) day of the contract period found on Schedule "A", and shall be renewed automatically for up to three (3) successive one (1) year terms thereafter until terminated in writing as provided herein. Each renewal of this Maintenance Agreement shall be subject to the same terms and conditions herein contained except that the service fee due Maverick Networks for each renewal period shall be at the rate then charged by Maverick Networks for similar maintenance services. Either party may terminate this Agreement by giving the other (party) written notice of termination thirty (30) days prior to any anniversary date.	ACTIVE	\$24,000 per year	David Carmany		
CITY	DBA CLIENTFIRST TECHNOLOGY CONSULTING	LAND MANAGEMENT & PERMITTING SYSTEM SELECTION SERVICES	IT	12/01/2020	11/30/2021	This Agreement shall commence on the Effective Date and continue for a period of one (1) year, ending on November 30 2021, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.	ACTIVE	Shall not exceed \$29,963)	David Carmany	Commercial General Liability: 4/16/2021, Automobile Liability: 4/16/2021, Workers Compensation and Employers' Liability: 4/16/2021, Technology E&O: 3/13/2021	
CITY	SANDOVAL SOUND INC DBA JD AUDIO VISUAL	PROFESSIONAL SERVICES AGREEMENT FOR AUDIO SYSTEM ONSITE SUPPORT SERVICES	IT	01/01/2021	06/30/2021	This Agreement shall commence on the Effective Date and continue for a period of six (6) months, ending on June 30, 2021, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.	ACTIVE	Shall not exceed \$2,990	David Carmany	Commercial General Liability: 1/1/2022	
CITY	FRONTIER	FRONTIER SERVICES AGREEMENT (FRANCHISE)	CITY MANAGER	07/31/2018	Auto renews unless canceled.	If neither party provides the other with written notice of its intent to terminate a Service at least sixty (60) days prior to expiration, the Service Term of each service will automatically renew for additional one-year periods, subject to the terms and conditions of this FSA.	Active		Chris Freeland		

West Covina Contract/Agreement List

Finance Department

Dated: March 29, 2021

<u>TYPE OF CONTRACT (CITY/AGENCY)</u>	<u>VENDOR/CONTRACTOR</u>	<u>SERVICE/PROJECT-C340</u>	<u>RESPONSIBLE CITY DEPARTMENT</u>	<u>EFFECTIVE DATE</u>	<u>EXPIRATION DATE</u>	<u>TERM OF CONTRACT</u>	<u>ACTIVE/INACTIVE</u>	<u>CONTRACT AMOUNT</u>	<u>CITY MANAGER</u>	<u>INSURANCE EXPIRATION DATE</u>	<u>DESTRUCTION DATE</u>
CITY	HINDERLITER, DE LLAMAS & ASSOCIATES	PROFESSIONAL SERVICES AGREEMENT FOR SALES AND USE TAX AND TRANSIENT OCCUPANCY TAX SERVICES	FINANCE	12/06/2016	12/31/2021 (as of Amendment #2)	The term of the Original Agreement shall be extended through December 31, 2021. All terms not defined herein shall have the same meaning and use as set forth in the Original Agreement. All other terms, conditions, and provisions of the Original Agreement shall remain in full force and effect	ACTIVE	Total Compasation shall not exceed \$198,000	Chris Freeland	Commercial General Liability: 5/26/2021, Automobile Liability: 5/26/2021, Umbrella Liability/ Excess Liability: 5/26/2021, Workers Compensation and Employers' Liability: 5/26/2021, Professional Liability: 5/26/2021	
CITY	HDL COREN & CONE	PROFESSIONAL SERVICES AGREEMENT FOR PROPERTY TAX AUDIT & CONSULTING SERVICES	FINANCE	12/06/2016	12/31/2021 (as of Amendment #2)	The term of the Original Agreement shall be extended through December 31, 2021. All terms not defined herein shall have the same meaning and use as set forth in the Original Agreement. All other terms, conditions, and provisions of the Original Agreement shall remain in full force and effect.	ACTIVE	Shall not exceed \$135,000	Chris Freeland	Commercial General Liability: 6/15/2020, Automobile Liability: 6/15/2020, Umbrella Liability/ Excess Liability: 6/15/2020, Workers Compensation and Employers' Liability: 6/15/2020, Cyber Liability: 6/15/2020	
CITY	MUNISERVICES, LLC	PROFESSIONAL SERVICES AGREEMENT FOR FRANCHISE FEE AUDIT & CONSULTING SERVICES	FINANCE	04/04/2017	4/3/2021 (as of Amendment 1)	The term of the Original Agreement shall be extended for one (1) year, through April 3, 2021.	ACTIVE	Shall not exceed \$375,000	Chris Freeland		
CITY	WILLDAN FINANCIAL SERVICES	PROFESSIONAL SERVICES AGREEMENT FOR ASSESSMENT DISTRICT ENGINEERING SERVICES	FINANCE	03/17/2020	03/16/2023	This Agreement shall commence on the Effective Date and continue for a period of three (3) years, ending on March 16, 2023, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.	ACTIVE	Not to Exceed \$140,557.50	David Carmany	Commercial General Liability: 11/9/2021, Automobile Liability: 11/9/2021, Workers Compensation and Employers' Liability: 11/9/2021, Archt & Eng Prof: 11/9/2021	
CITY	PLANETBIDS, INC.	SUPPORT SERVICES AGREEMENT	FINANCE	10/15/2020	10/14/2021	This SERVICE SUPPORT AGREEMENT, which describes the terms and conditions applicable to your use of the PlanetBids Online Support Services, is made and entered as of into the day of October 12, 2020 by and between PLANETBIDS, INC., a California corporation, ("PlanetBids") and the following customer ("Customer") for the period from 10/15/20 to 10/14/21:	ACTIVE	Total of \$7,824.14 for Year 1	David Carmany		
CITY	HDL SOFTWARE, LLC	PROFESSIONAL SERVICES AGREEMENT FOR BUSINESS LICENSE OPERATIONS MANAGEMENT AND COMPLIANCE SERVICES	FINANCE	01/19/2021	01/19/2023	This Agreement shall commence on the Effective Date and continue for a period of two (2) years, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties. Thereafter, this Agreement may be extended for a maximum of one (1) successive one (1) year period. Such extension, if any, will be evidenced by a written amendment of this Agreement.	ACTIVE	Annual Compensation shall not exceed \$80,000.	David Carmany	Commercial General Liability: 5/26/2021, Automobile Liability: 5/26/2021, Umbrella Liability/ Excess Liability: 5/26/2021, Workers Compensation and Employers' Liability: 5/26/2021, Professional Liability: 5/26/2021, Cyber Liability: 5/26/2021	

West Covina Contract/Agreement List
Fire Department
Dated: March 29, 2021

TYPE OF CONTRACT (CITY/AGENCY)	VENDOR/CONTRACTOR	SERVICE/PROJECT-C340	RESPONSIBLE CITY DEPARTMENT	EFFECTIVE DATE	EXPIRATION DATE	TERM OF CONTRACT	ACTIVE/INACTIVE	CONTRACT AMOUNT	CITY MANAGER	INSURANCE EXPIRATION DATE	DESTRUCTION DATE
CITY	LA COUNTY	Addendum to Original Agreement dated 1958 via Resolution 2019-64	FIRE DEPARTMENT	Original 1958 Addendum 10/15/2019	Ongoing	This Agreement shall take effect and be in full force as soon as such Agreement shall be duly executed by a minimum of three (3) parties, including two (2) cities and the County, and shall continue in full force and effect until such time as the member parties determine it is in the public interest to dissolve the Disaster Management Area	ACTIVE	N/A			
CITY	American Red Cross	AGREEMENT - Use of Facilities as Mass Care Shelters	FIRE DEPARTMENT	06/24/1999	Ongoing	This Agreement shall continue for the calendar year 1999 and shall continue thereafter on an evergreen one-year extension	ACTIVE	N/A			
CITY	THE REGENTS OF THE UNIVERSITY OF CALIFORNIA(UCLA)	ORIGINAL AGREEMENT TO PROFESSIONAL SERVICES AGREEMENT FOR CONTINUING EDUCATION	FIRE DEPARTMENT	01/01/2003	06/30/2021		ACTIVE				
CITY	THE REGENTS OF THE UNIVERSITY OF CALIFORNIA (UCLA CENTER FOR PREHOSPITAL CARE (UCLA))	SERVICES AGREEMENT	FIRE DEPARTMENT	04/22/2003	6/30/2021 (AS OF AMENDMENT #8)	Section 4.1 of the Agreement is amended to extend the term for three (3) years, through June 30,2021.	ACTIVE	(\$4,309.26 monthly) On July 1st of each year during the term of the Agreement, UCLA may increase the cost of the services by five percent (5%) to cover the cost of living increase and other unbudgeted program expenses to deliver services.	Andrew Pasmant		
CITY	LA County - Consolidated Fire Protection District	MOU	FIRE DEPARTMENT	09/01/2006	Ongoing		ACTIVE				
CITY	TARGET SOLUTIONS	PURCHASE ORDER FOR LICENSE AND SERVICE AGREEMENT FOR ANNUAL LICENSE RENEWAL FOR CONTINUING EDUCATION ONLINE TRAINING AND RECORD MANAGEMENT SYSTEM	FIRE DEPARTMENT	06/30/2011	Ongoing		ACTIVE				
CITY	HOSPITAL ASSOCIATION OF SOUTHERN CALIFORNIA	PO-SOFTWARE LICENSE AND SUPPORT AGREEMENT - REDDINET LICENSING FEE	FIRE DEPARTMENT	08/15/2011	Renews Automatically every year unless terminated	This Agreement shall be effective ("Effective Date") as of the later of (1) the date referenced in the initial paragraph, and (2) the actual activation of ReddNet, HASc and Customer understand and agree that the Commencement Notification regarding the term of this Agreement will automatically renew for one year periods unless either party gives the other party at least 60 days' notice prior to any renewal date.	ACTIVE	No set maximum amount. See Fee Schedule .			
CITY	UCLA	AFFILIATION AGREEMENT FOR PARAMEDIC FIELD INTERNSHIP OPERATIONAL AGREEMENT	FIRE DEPARTMENT	07/29/2013	7/28/2023 (AS OF AMENDMENT #1)		ACTIVE				
CITY	LA COUNTY - DISTRICT ATTORNEY'S OFFICE	NOTIFICATION OF OCCUPATIONAL DEATHS AND SERIOUS INJURIES AND SERIOUS ENVIRONMENTAL INCIDENTS	FIRE DEPARTMENT	03/25/2014	Ongoing		ACTIVE				
CITY	CITRUS VALLEY HEALTH PARTNERS	AUTHORIZED LETTER FOR EMS LANDING SITE	FIRE DEPARTMENT	09/25/2014	09/25/2015	1-Year; annual renewal will be granted following an annual inspection	ACTIVE				
CITY	STATE OF CALIFORNIA - CAL OES	CALIFORNIA FIRE ASSISTANCE AGREEMENT FOR REIMBURSEMENT OF RESPONSE COSTS (ASSOCIATED WITH DEPLOYMENT OF PERSONNEL STATEWIDE EMERGENCIES)	FIRE DEPARTMENT	07/07/2015	Ongoing		ACTIVE				
CITY	SEAN HENDERSON, MD	AGREEMENT FOR PROVIDER AGENCY MEDICAL DIRECTOR	FIRE DEPARTMENT	02/02/2016	Ongoing		ACTIVE				
CITY	STATE OF CALIFORNIA - SACRAMENTO METROPOLITAN FIRE DISTRICT	AGREEMENT FOR RECOVERY OF ADMINISTRATIVE COSTS FOR IMPLEMENTATION AND RECOVERY OF GROUND EMERGENCY MEDICAL TRANSPORTATION (GEMT) PAYMENTS	FIRE DEPARTMENT	09/14/2016	Ongoing		ACTIVE				
CITY	LA COUNTY - METROPOLITAN TRANSPORTATION AUTHORITY	NON-REVENUE LETTER OF AGREEMENT - TOLL EXEMPT STATUS FOR WICD VEHICLES USING THE METRO EXPRESS LANES	FIRE DEPARTMENT	03/02/2017	Ongoing		ACTIVE				
CITY	DIGITAL EMS SOLUTIONS,INC	DIGITAL EMS SUBSCRIPTION AGREEMENT BUSINESS ASSOCIATE AGREEMENT (SEE WITTMAN ENTERPRISES LLC PROFESSIONAL SERVICES AGREEMENT DATED 06/11/2017)	FIRE DEPARTMENT	08/15/2017	07/03/2025		ACTIVE				
CITY	ESO SOLUTIONS	PO-SUPPORT MAINTENANCE CONTRACT AGREEMENT - SOFTWARE SYSTEM	FIRE DEPARTMENT	09/29/2017	Ongoing	Annual PO Renewal	ACTIVE				
CITY	RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT (SANTA ANA COLLEGE)	INSTRUCTIONAL SERVICES AGREEMENT FOR CONTINUING EDUCATION	FIRE DEPARTMENT	03/13/2018	03/13/2023	Five Years; may be extended for one additional year	ACTIVE				
CITY	STREAMLINE AUTOMATION SYSTEMS	LICENSE AND SERVICE AGREEMENT FOR CONDUCTING INSPECTIONS OF FIRE PROTECTION SYSTEMS (PO RENEWAL)	FIRE DEPARTMENT	05/08/2018	Renews Automatically every year unless terminated	Automatically renew for successive one (1) year terms (the "Extension Terms") under the same terms as provided for in this Agreement unless and until either Party gives written notice to the other Party (in accordance with Section 6.13) of its intent to cancel this Agreement at least thirty (30) days in advance of the last day of the applicable Initial Term or Extension Term, as the case may be. The Initial Term and any applicable Extension Term(s) shall collectively be referred to herein as the "Term".	ACTIVE	No set maximum amount. See Fee Schedule .			

West Covina Contract/Agreement List

Fire Department

Dated: March 29, 2021

CITY	HURST RANCH HISTORICAL FOUNDATION	FIRE ENGINE USE AGREEMENT - LENDING THE 1925 AMERICA LAFRANCE FIRE ENGINE TO HURST RANCH FOR DISPLAY PURPOSES	FIRE DEPARTMENT	09/04/2018	UNTIL TERMINATED	This Agreement shall commence on the Effective Date and continue until terminated as provided herein or as otherwise agreed to in writing by the parties involved	ACTIVE			Commercial General Liability: 11/16/2019, Automobile Liability: 11/16/2019, Workers Compensation and Employers' Liability: 5/27/2019, Directors and Officers Liability/Improper Sexual Conduct Liability: 11/16/2019	
CITY	LOS ANGELES AREA REGIONAL TRAINING GROUP	JOINT POWERS AGREEMENT VIA RESOLUTION NO. 2018-128	FIRE DEPARTMENT	10/16/2018	Ongoing						
CITY	FIRE RECOVERY USA, LLC	PROFESSIONAL SERVICES AGREEMENT FOR EMERGENCY INCIDENT BILLING	FIRE DEPARTMENT	10/16/2018	09/30/2021	This Agreement shall commence on the Effective Date and continue for three (3) years, ending on September 30, 2021, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties. Thereafter, this AGREEMENT may be renewed for a maximum of successive one (1) year terms not to exceed a total of five (5) years. Such renewal will be evidenced by a written Amendment upon written notice of City given to Company at any time prior to the expiration date of the AGREEMENT.	ACTIVE		Chris Freeland		
CITY	KRONOS	SUBSCRIPTION SOFTWARE LICENSE AND SERVICE AGREEMENT	FIRE DEPARTMENT	11/22/2018	11/21/2021		ACTIVE				
CITY	MYSIDEWALK, INC	PROFESSIONAL SERVICES AGREEMENT FOR FIRE PERFORMANCE DASHBOARD	FIRE DEPARTMENT	11/27/2018	11/26/2021	This Agreement shall commence on the Effective Date and continue for a period of 36 months, ending on November 26, 2021, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.	ACTIVE	SHALL NOT EXCEED (\$22,500)	Chris Freeland	Commercial General Liability: 12/20/2018, Automobile Liability: 12/20/2018, Workers Compensation and Employers Liability: 12/20/2018, Professional Liability: 12/20/2018	
CITY	CALIFORNIA FIREFIGHTER JOINT APPRENTICESHIP COMMITTEE	AGREEMENT - FIREFIGHTER CANDIDATE TESTING CENTER	FIRE DEPARTMENT	12/12/2018	Ongoing	The Agency may terminate this Agreement at anytime and for a legitimate and verifiable reason upon 30 days advance notice. FCTC may terminate this Agreement upon the breach of any provision by the Agency.	ACTIVE				
CITY	LA COUNTY - DEPT OF PUBLIC HEALTH	AGENCY AGREEMENT - LA HIGH INTENSITY DRUG TRAFFICKING AREA - TO SHARE OVERDOSE DETECTION MAPPING APPLICATION (ODMAP) DATA	FIRE DEPARTMENT	06/18/2019	06/18/2024	5 years from original signature date	ACTIVE				
CITY	MT. SAN ANTONIO COLLEGE	AFFILIATION AGREEMENT FOR EMT & PARAMEDIC TRAINING AND INSTRUCTION PROGRAMS	FIRE DEPARTMENT	07/01/2019	06/30/2024		ACTIVE				
CITY	NATIONAL COOPERATIVE LEASING	MUNICIPAL LEASE/ PURCHASE FINANCING PROPOSAL FOR MUTUAL AID VEHICLES	FIRE DEPARTMENT	08/20/2019	08/20/2024		ACTIVE				
CITY	CALIFORNIA FIRE FOUNDATION	MEMORANDUM OF UNDERSTANDING FOR SUPPLYING AID TO VICTIMS OF EMERGENCY (SAVE) PROGRAM	FIRE DEPARTMENT	09/18/2019	Ongoing		ACTIVE		Chris Freeland		
CITY	LEASE SERVICING, INC. DBA NATIONAL COOPERATIVE LEASING	MASTER LEASE PURCHASE AGREEMENT	FIRE DEPARTMENT	09/25/2019	09/25/2024	5 Year lease agreement	ACTIVE		David Carmany	60 monthly payments of \$3,679.40	
CITY	LA COUNTY EMS AGENCY	LETTER OF APPROVAL - CE PROVIDER #19-0231 -	FIRE DEPARTMENT	09/30/2019	09/30/2023		ACTIVE				
CITY	LA County - Consolidated Fire Protection District	REIMBURSEMENT AGREEMENT	FIRE DEPARTMENT	01/28/2020	UNTIL TERMINATED	This Agreement may be terminated at any time by either party thereto by the giving of at least thirty (30), days' written notice of such termination to the other party; such termination shall not affect the right of the Fire District to receive prorated compensation for any work done pursuant to this Agreement up to the time of such termination date.	ACTIVE		David Carmany	Shall not exceed \$36,000	
CITY	COLE HUBER LLP	LEGAL SERVICES AGREEMENT - BKK LANDFILL LOCAL ENFORCEMENT AGENCY	FIRE DEPARTMENT	03/09/2020	UNTIL TERMINATED	You, of course, have the right to end our services at any time. If you do so, you will be responsible for the payment of fees and costs accrued but not yet paid, plus reasonable fees and costs in transferring the case to you or your new counsel. By the same token, we reserve the right to terminate our services to you upon written notice, order of the court, or in accordance with our attached memorandum. This could happen if you fail to pay our fees and costs as agreed, fail to cooperate with us in this matter, or if we determine we cannot continue to represent you for ethical or practical concerns.	ACTIVE		David Carmany	No Set Maximum. See Fee Schedule	
CITY	LIFE-ASSIST, INC.	PURCHASE ORDER FOR EMERGENCY MEDICAL SUPPLIES	FIRE DEPARTMENT	07/01/2020	06/30/2025	5 year in an annual amount not to exceed \$150,000.00 2nd year-07/01/2021 to 06/30/2022; 3rd year-07/01/2022 to 06/30/2023; 4th year-07/01/2023 to 06/30/2024; 5th year 07/01/2024 to 06/30/2025	ACTIVE				
CITY	MAK FIRE PROTECTION ENGINEERING & CONSULTING, INC	PROFESSIONAL SERVICES AGREEMENT (PLAN CHECK SERVICES FOR THE FIRE DEPARTMENT	FIRE DEPARTMENT	07/01/2020	06/30/2021	This Agreement shall be effective retroactive to the Effective Date and continue for a period of one (1) year, ending on June 30, 2021, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties. Thereafter, this Agreement may be extended for a maximum of four (4) successive one (1) year periods. Such extensions, if any, will be evidenced by a written amendment to this Agreement.	ACTIVE	Shall Not Exceed \$15,000	David Carmany	Commercial General Liability: 3/16/2021, Professional Liability: 6/1/2021	

West Covina Contract/Agreement List

Fire Department

Dated: March 29, 2021

CITY	FIRE RECOVERY USA, LLC	PROFESSIONAL SERVICES AGREEMENT FOR INSPECTION AND PERMIT BILLING SERVICES	FIRE DEPARTMENT	07/01/2020	06/30/2023	This Agreement shall be effective retroactive to the Effective Date and continue for three (3) years, through June 30, 2023, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.	ACTIVE	Total Contract amount \$25,000	David Carmany	COMMERCIAL GENERAL LIABILITY : 5/1/2021, AUTOMOBILE LIABILITY: 5/1/2021, UMBRELLA LIABILITY: 5/1/2021, WORKERS COMPENSATION AND EMPLOYER'S LIABILITY: 5/1/2021, E&O: 5/1/2021	
CITY	WITTMAN ENTERPRISES, LLC	PROFESSIONAL SERVICES AGREEMENT	FIRE DEPARTMENT	08/01/2020	07/31/2025	This Agreement shall commence on the Effective Date and continue for a period of five (5) years, ending on July 31, 2025, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.	ACTIVE	Shall not exceed \$25,000	David Carmany	Commercial General Liability: 7/1/2021, Automobile Liability: 7/1/2021, Umbrella Liability/Excess Liability: 1/1/2021, Workers Compensation and Employers' Liability: 7/1/2021	
CITY	WITTMAN ENTERPRISES, LLC	BUSINESS ASSOCIATE AGREEMENT	FIRE DEPARTMENT	09/01/2020	UNTIL TERMINATED	The City of West Covina may terminate this Agreement if the City determines that Wittman Enterprises, LLC has violated a material term of the Agreement.	ACTIVE		David Carmany	Commercial General Liability: 7/1/2021, Automobile Liability: 7/1/2021, Umbrella Liability/Excess Liability: 1/1/2021, Workers Compensation and Employers' Liability: 7/1/2021	
CITY	SUSAN PRIVITERA-JOHNSON DBA KJ CONSULTANTS	PROFESSIONAL SERVICES AGREEMENT	PLANNING	10/01/2020	09/30/2021	This Agreement shall commence on the Effective Date and continue for a period of one (1) year, ending on September 30, 2021, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties. Thereafter, this Agreement may be extended for a maximum of four (4) successive one (1) year periods. Such extensions, if any, will be evidenced by a written amendment to this Agreement.	ACTIVE	Annual compensation shall not exceed (30,000)	David Carmany	Automobile Liability: 12/15/2020, Commercial General Liability: 12/15/2020, Professional Liability: 10/1/2021	
CITY	RINCON ENVIRONMENTAL LLC	PROFESSIONAL SERVICES AGREEMENT FOR LOCAL ENFORCEMENT AGENCY REGULATORY COMPLIANCE SERVICES (IBKK)	FIRE DEPARTMENT	10/20/2020	06/30/2022	This Agreement shall commence on the Effective Date and continue through June 30, 2022, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.	ACTIVE	Shall not exceed \$120,000	David Carmany		
CITY	CAROLYN MESSINA & ASSOCIATES, INC	PROFESSIONAL SERVICES AGREEMENT FOR FIRE SERVICES AUDIT	FIRE DEPARTMENT	01/01/2021	06/30/2021	This Agreement shall be effective retroactive to the Effective Date and continue for a period of six (6) months, ending on June 30, 2021, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties. Thereafter, this Agreement may be extended for one (1) successive six (6) month period. Such extension, if any, will be evidenced by a written amendment to this Agreement.	ACTIVE	Shall not exceed \$22,000	David Carmany	Commercial General Liability: 6/1/2021, Professional Liability: 6/1/2021	
CITY	FALCK MOBILE HEALTH CORP. DBA CARE AMBULANCE SERVICE, INC.	PROFESSIONAL SERVICES AGREEMENT FOR AMBULANCE TRANSPORTATION SERVICES	FIRE DEPARTMENT	01/06/2021	06/24/2021	This Agreement shall commence on Effective Date and continue for a period of six (6) months, ending on June 24, 2021, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.	ACTIVE	Shall not exceed \$547,500	David Carmany	Commercial General Liability: 10/01/2021, Automobile Liability: 10/01/2021, Umbrella Liability/ Excess Liability: 10/01/2021, Workers Compensation and Employers' Liability: 10/01/2021, Miscellaneous Medical Professional: 10/01/2021	
CITY	LA COUNTY DEPARTMENT OF PUBLIC HEALTH	MEMORANDUM OF UNDERSTANDING	FIRE DEPARTMENT	01/19/2021	09/30/2030		ACTIVE				
CITY	LA COUNTY DEPARTMENT OF HEALTH SERVICES	PROFESSIONAL SERVICES AGREEMENT FOR SPACE USE (COVID RELATED SERVICES)	FIRE DEPARTMENT	01/23/2021	06/30/2021	The term of this Agreement shall commence upon the Effective Date (as defined above) and shall continue in full force and effect until and through June 30, 2021 ("Expiration Date"), unless sooner terminated as provided herein below or extended upon mutual agreement of the parties.	ACTIVE		David Carmany	No Cost	
CITY	LA COUNTY DEPARTMENT OF PUBLIC HEALTH	MEMORANDUM OF UNDERSTANDING	FIRE DEPARTMENT	WHEN SIGNED	9/30/30	Upon approval by both entities, this MOU shall remain in force until September, 30, 2030. Either entity may terminate the MOU by providing sixty (60) calendar days prior written notice to the other.	ACTIVE		David Carmany		

West Covina Contract/Agreement List

Police Department

Dated: March 29, 2021

TYPE OF CONTRACT (CITY/AGENCY)	VENDOR/CONTRACTOR	SERVICE/PROJECT-C340	RESPONSIBLE CITY DEPARTMENT	EFFECTIVE DATE	EXPIRATION DATE	TERM OF CONTRACT	ACTIVE/INACTIVE	CONTRACT AMOUNT	CITY MANAGER	INSURANCE EXPIRATION DATE	DESTRUCTION DATE
CITY	LAW ENFORCEMENT MEDICAL SERVICES, INC	AGREEMENT	PD	07/01/2010	AUTO RENEWS EVERY YEAR	This Agreement shall commence on July 1, 2010 and be for a twelve month period. This agreement will automatically renew and continue from year to year unless terminated by either party by giving written notice to the other party of at least ninety (90) days.	ACTIVE	SEE FEE SCHEDULE	Andrew Pasmant		
CITY	ALL CITY MANAGEMENT SERVICES	CROSSING GUARD PROGRAM AGREEMENT	PD	07/01/2017	End of the 2020-21 school year (As of Amendment 2)	Contractor and City agree to extend the term of this Agreement for an additional three (3) school years, running through to end of the 2020-21 school year. Except as provided in this Amendment, all other provisions, terms, and conditions of the Agreement shall remain in the same and in full force and effect.	ACTIVE	\$180,764.55 (per 12 months)	Chris Freeland	Commercial General Liability: 8/1/2021, Automobile Liability: 8/1/2021, Umbrella Liability/ Excess Liability: 8/1/2021, Workers Compensation and Employers' Liability: 1/1/2021, Excess Layer: 8/1/2021	
CITY	CITY OF MONROVIA	AGREEMENT FOR FORENSIC SERVICES	PD	07/01/2018	06/30/2021	The term of this Agreement shall be from the Effective Date through June 30, 2021, unless sooner as provided in Sections 6 and 7 of this Agreement or extended.	ACTIVE	Shall not exceed \$5,000 per annum without an amendment to the Agreement.	Chris Freeland		
CITY	WEST COVINA UNIFIED SCHOOL DISTRICT	MEMORANDUM OF UNDERSTANDING FOR A SCHOOL RESOURCE OFFICER AT EDGEWOOD HIGH SCHOOLS	PD	08/16/2018	06/30/2021	This Memorandum of Understanding ("MOU") entered into by the City of West Covina ("City") and West Covina Unified School District ("District") is for the purpose of providing two (2) School Resource Officers ("SRO"); one assigned to West Covina High School ("WCHS") and one assigned Edgewood High School ("EHS"), for a term of August 16, 2018 through June 30, 2021.	ACTIVE	School District shall not pay more than \$200,000 per year	Chris Freeland		
CITY	SCIENTIA CONSULTING GROUP	PROFESSIONAL SERVICES AGREEMENT FOR INFORMATION TECHNOLOGY - INFRASTRUCTURE SUPPORT	PD	05/07/2019	11/07/2021	This Agreement shall commence on the Effective Date and continue for a period of 30 months, ending on November 7th 2021, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.	ACTIVE	Shall not exceed \$175,000	David Carmany	Commercial General Liability: 5/25/2021, Automobile Liability: 5/25/2021, Professional Liability: 5/25/2021.	
CITY	LOS ANGELES COUNTY	HELICOPTER LAW ENFORCEMENT SERVICES AGREEMENT	PD	07/01/2019	06/30/2024	The term of this Agreement shall commence July 1, 2019 or upon execution by the Sheriff of the County, whichever is later, and shall terminate June 30, 2024, unless sooner terminated or extended in whole or in part as provided for herein. At the opinion of the County Board of Supervisors and with the consent of the City Council, this Agreement may be renewed or extended for successive periods not to exceed five (5) years each.	ACTIVE	HOURLY RATE \$1387.42	David Carmany		
CITY	MEMORANDUM OF AGREEMENT REGARDING YOUTH DIVISION SERVICES	PARENT, EDUCATORS/TEACHERS AND STUDENTS IN ACTION "PESA"	POLICE DEPARTMENT	12/20/2019	12/20/2022	This MOA will become effective on the date of the final signature of the parties and shall remain in effect for three years from the date of execution.	ACTIVE	\$0	David Carmany		
CITY	SCIENTIA CONSULTING GROUP	PROFESSIONAL SERVICES AGREEMENT (WEST COVINA SERVICE GROUP ADMINISTRATIVE AND TECHNICAL SERVICES)	PD	07/21/2020	07/20/2022	This Agreement shall commence on the Effective Date and continue for a period of (2) two years, ending on July 20, 2022, unless terminated as provided herein or as otherwise agreed to in writing by the parties.	ACTIVE	Shall not exceed (\$495,000)	David Carmany	Commercial General Liability: 5/25/2021, Automobile Liability: 5/25/2021, Professional Liability: 5/25/2021.	
CITY	DEPARTMENT OF CALIFORNIA HIGHWAY PATROL	STANDARD AGREEMENT	POLICE DEPARTMENT	10/01/2020	09/30/2021	The CHP and WCPD agree this Agreement may be canceled by either party with thirty (30) days advance written notice.	ACTIVE	100,000 MAXIMUM	David Carmany		
CITY	CITY OF ALHAMBRA	AGREEMENT (FORENSIC SERVICES)	POLICE DEPARTMENT	10/01/2020	08/31/2025	The term of this Agreement shall commence on the Effective Date and continue through August 31, 2025.	ACTIVE	Shall not Exceed \$30,000 per year.	David Carmany		

West Covina Contract/Agreement List
Police Department
Dated: March 29, 2021

CITY	COUNTY OF LOS ANGELES, Dept of Animal Care & Control	AGREEMENT (Animal Care & Control)	POLICE DEPARTMENT/CITY MANAGER'S OFFICE	7/1/2021 (Agreement not yet completed; Agreement authorized by City Council 2/2/2021)	06/30/2024	7/1/2021-6/30/2024	NOT YET ACTIVE	Varies. \$605,000 historical estimate	David Carmany		
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West Covina Contract/Agreement List
Community Development Department - Community & Economic Development Division
Dated: March 29, 2021

TYPE OF CONTRACT (CITY/AGENCY)	VENDOR/CONTRACTOR	SERVICE/PROJECT-C340	RESPONSIBLE CITY DEPARTMENT	EFFECTIVE DATE	EXPIRATION DATE	TERM OF CONTRACT	ACTIVE/INACTIVE	CONTRACT AMOUNT	CITY MANAGER	INSURANCE EXPIRATION DATE	DESTRUCTION DATE
CITY	CIP 2014/SG COVINA OWNER LLC (CROSSHARBOR CAPITAL PARTNERS LLC)	OPERATION AGREEMENT FOR PORTION OF PARKING FACILITIES	CED	05/15/2018	05/15/2023	The term of this Operating Agreement shall commence on the commencement Date at 12:01 a.m. on that date which is exactly Five (5) years after the Commencement Date, unless this Operating Agreement is earlier terminated as hereinafter provided. If prior to the termination of this Operating Agreement the inditure shall be discharged by its terms, this Operating Agreement shall nevertheless remain in effect. Upon the commencement of the term of this Operating Agreement, the parties shall execute an appropriate document, in recordable form, setting forth the Commencement Date.	ACTIVE		Chris Freeland		
CITY	AMERINATIONAL COMMUNITY SERVICES, LLC.	AGREEMENT (LOAN SERVICING FOR HOUSING LOAN PROGRAMS)	CED	07/01/2020	06/30/2023	This Agreement shall commence on the Effective Date and continue for a period of three (3) years, ending on June 30,2023, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties. Thereafter, this Agreement may be extended for a maximum of two (2) successive one (1) year periods. Such extensions, if any, will be evidenced by a written amendment to this Agreement. Terms and conditions of this Agreement, which by their sense and context survive and expiration or termination of this Agreement, shall so survive.	ACTIVE	Not to Exceed \$44,500	David Carmany		
CITY	SCORE	CITY OF WEST COVINA OFFICE USE AGREEMENT WITH SCORE ASSOCIATION	CED	09/01/2019	08/30/2021	2 Years, with three (3) Renewal Terms of one (1) year periods w/o Council approval	ACTIVE	N/A	David Carmany		
CITY	BARR & CLARK	PROFESSIONAL SERVICES AGREEMENT HOUSING PRESERVATION PROGRAM LEAD-BASED PAINT TESTING	CED	11/07/2020	11/07/2021	This Agreement shall commence on the Effective Date and continue through November 7, 2021, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.	ACTIVE	Shall not exceed \$19,195	David Carmany	Commercial General Liability: 3/9/2021, Automobile Liability: 6/22/2021, Professional Liability: 3/9/2021	
REDEVELOPMENT AGENCY OF THE CITY OF WEST COVINA	HERITAGE PARK (HERITAGE PARK VILLAS LP)	AFFORDABLE HOUSING AGREEMENT	CED	12/16/1997	In perpetuity	The Affordable Units shall be subject to the requirements of this Section 2 in perpetuity, beginning on January 1, 1998. The applicable duration of the affordability requirements of this Section 2 shall be known as the "Affordability Period."	ACTIVE	\$350,000 The compensation is being paid for the purchase by the Agency of a perpetual covenant against the property in accordance with the terms and conditions of this Agreement.	Benjamin Wong		
REDEVELOPMENT AGENCY OF THE CITY OF WEST COVINA	LARK ELLEN VILLAGE (LARK ELLEN LIMITED PARTNERSHIP)	REGULATORY AGREEMENT	CED	07/07/1997	07/07/2037	The Housing Units shall be subject to the requirements of this Section 402 from the date of this Agreement until forty (40) years from the date of the making of the permanent loan for the Development. The duration of this requirement shall be known as the "Affordability Period."	ACTIVE	\$4,270,000	Steven W. Wylie		
REDEVELOPMENT AGENCY OF THE CITY OF WEST COVINA	MAUNA LOA (ROY N, LP)	AFFORDABLE HOUSING AGREEMENT	CED	02/01/1994	02/01/2029	One thirty-fifth (1/35th) of the initial amount of the Agency Assistance shall be forgiven and deducted from the amount under the Note on the first anniversary of the Note and each anniversary thereafter during the term of the Note, but only in the event that the Owners have complied with all obligations under this Agreement during such year. All amounts of principal outstanding on the Note shall be forgiven on the thirty-fifth (35th) anniversary of the date of execution of the Note (the "Maturity Date") if not earlier made due and payable and if the Owners are not in default of any portion of this Agreement of the Note.	ACTIVE	\$607,200	Richard L. Jennings		
COMMUNITY DEVELOPMENT COMMISSION	THE PROMENADE (PROMENADE HOUSING PARTNERS, L.P)	AMENDED AND RESTATED LOAN AGREEMENT AND ASSUMPTION	CED	04/01/2017	04/01/2072	Notwithstanding the preceding provision, Borrower shall pay to the order of Lender the full amount of the outstanding principal under this Note and the Loan Agreement together with all accrued but unpaid interest thereon, on the earliest of: (a) fifty-five (55) years from the date of this Note; (b) the date the Property is sold (specifically excluding a transfer of the Property to an affiliate of Borrower's managing general partner following the expiration of the tax credit compliance period); or (c) an Event of Default by Borrower as defined in the Loan Agreement which has not been cured in the manner and time provided in the Loan Agreement. Notwithstanding the above, payments shall also be due from syndication proceeds, leveraged funds, and other funds received by Borrower or an affiliate as required by Lender under the syndication provision of the Loan Agreement.	ACTIVE	\$6,056,621	Chris Freeland		

West Covina Contract/Agreement List
Community Development Department - Planning Division
Dated: March 29, 2021

TYPE OF CONTRACT (CITY/AGENCY)	VENDOR/CONTRACTOR	SERVICE/PROJECT-C340	RESPONSIBLE CITY DEPARTMENT	EFFECTIVE DATE	EXPIRATION DATE	TERM OF CONTRACT	ACTIVE/INACTIVE	CONTRACT AMOUNT	CITY MANAGER	INSURANCE EXPIRATION DATE	DESTRUCTION DATE
CITY	JOHN L. HUNTER AND ASSOCIATES, INC	PROFESSIONAL SERVICES AGREEMENT FOR NATIONAL POLLUTION DISCHARGE ELIMINATION SYSTEM PERMIT COMPLIANCE SERVICES (SPEC. NO. 71-006)	PLANNING	07/01/2020	06/30/2021	This Agreement shall commence on the Effective Date and continue for a period of one (1) year, ending on June 30, 2021, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties. Thereafter, this Agreement may be extended for a maximum of three (3) successive one (1) year periods. Such extensions, if	ACTIVE	Shall not exceed \$90,000 annually	David Carmany	Commercial General Liability: 8/5/2020, Automobile Liability: 4/23/2021, Umbrella/ Excess Liability: 8/5/2020, Professional Liability: 8/5/2020, General Liability: 8/5/2020, Workers Compensation: 2/5/2022	
CITY	JHD PLANNING, LLC	PROFESSIONAL SERVICES AGREEMENT (PREPARATION OF THE WEST COVINA GENERAL PLAN HOUSING ELEMENT UPDATE)	CED	07/07/2020	12/31/2021	This Agreement shall commence on the Effective Date and continue through December 31, 2021, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.	ACTIVE	Shall not exceed \$68,540	David Carmany		
CITY	JOYCE PARKER-BOZYLINSKI	PROFESSIONAL SERVICES AGREEMENT (ON-CALL PLANNING SERVICES)	PLANNING	08/15/2020	09/15/2022	This Agreement shall commence on the Effective Date and continue for a period of twenty-four (24) months, ending on September 15, 2022, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties. Thereafter, this Agreement may be extended for a maximum of one (1), two (2) year term. Such extensions, if any, will be evidenced by a written amendment to this Agreement.	ACTIVE	Shall not exceed \$75,000	David Carmany	Automobile Liability: 10/30/2020	
CITY	MIG, INC	PROFESSIONAL SERVICES AGREEMENT FOR ON-CALL PLANNING SERVICES FOR PRECISE PLAN NO. 20-09, TTM 83216, GPA NO. 20-0 (1600/1616 W. CAMERON AVENUE)	PLANNING	10/10/2020	10/09/2021	This Agreement shall be effective retroactive to the Effective Date and continue for a period of one (1) year, ending on October 9, 2021, unless previously terminated as provided herein or as otherwise agreed to in writing by the	ACTIVE	Shall not exceed \$11,700.	David Carmany		
CITY	MIG, INC	PROFESSIONAL SERVICES AGREEMENT FOR ON-CALL PLANNING SERVICES FOR PRECISE PLAN NO. 20-02, ZONE CHANGE NO. 20-03, TTM 83166, GPA NO. 20 02 (1024 W. WORKMAN AVENUE)	PLANNING	10/10/2020	10/09/2021	This Agreement shall be effective retroactive to the Effective Date and continue for a period of one (1) year, ending on October 9, 2021, unless previously terminated as provided herein or as otherwise agreed to in writing by the	ACTIVE	Shall not exceed \$11,700.	David Carmany		

West Covina Contract/Agreement List
Community Development Department - Building & Engineering Division
Dated: March 29, 2021

<u>TYPE OF CONTRACT</u> <u>(CITY/AGENCY)</u>	<u>VENDOR/CONTRACTOR</u>	<u>SERVICE/PROJECT+C34</u> <u>0</u>	<u>RESPONSIBLE CITY</u> <u>DEPARTMENT</u>	<u>EFFECTIVE</u> <u>DATE</u>	<u>EXPIRATION</u> <u>DATE</u>	<u>TERM OF CONTRACT</u>	<u>ACTIVE/INACTIVE</u>	<u>CONTRACT AMOUNT</u>	<u>CITY MANAGER</u>	<u>INSURANCE EXPIRATION DATE</u>	<u>DESTRUCTION DATE</u>
CITY	ACCELA	MAINTENANCE AGREEMENT Azusa Sewer Lift Station Upgrade	ENGINEERING	07/01/2017	Renews annually upon payment	Either party may terminate if the other party materially breaches this MA and, after receiving a written notice describing the circumstances of the default, fails to correct the breach within thirty (30) calendar days. Upon any termination or expiration of this MA, all rights granted to Customer are cancelled and revert to	ACTIVE	In exchange for the Maintenance Services described hereinabove, Customer will pay to Accela the amounts indicated in the Order Form(s) issued to Customer under this MA	Chris Freeland		
CITY	GK & ASSOCIATES	PROFESSIONAL SERVICES AGREEMENT FOR AZUSA SEWER LIFT STATION UPGRADES	ENGINEERING	05/07/2019	09/06/2021	This Agreement shall commence on the Effective Date and continue for a period of one (1) year, ending on May 6, 2020, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties. The term of the Original Agreement shall be extended for sixteen (16) months, through September 6, 2021.	ACTIVE	Shall not exceed \$118,110	David Carmany		
CITY	NVS, INC	PROFESSIONAL SERVICES AGREEMENT FOR AZUSA SEWER LIFT STATION UPGRADES	ENGINEERING	05/14/2019	9/6/2021 (as of amendmnt No. 1)	This Agreement shall commence on the Effective Date and continue for a period of one (1) year, ending on May 13, 2020, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties. The term of the Original Agreement shall be extended through September 6, 2021.	ACTIVE	Shall not exceed 25,300	David Carmany	Commercial General Liability: 5/1/2020, Automobile Liability: 5/1/2020, Workers Compensation and Employers Liability: 5/1/2020, Professional Liability: 5/1/2020, Umbrella Liability: 5/1/2020	
CITY	TRANSTECH	PROFESSIONAL SERVICES AGREEMENT (CITY ENGINEER SERVICES, TRAFFIC ENGINEER SERVICES AND ON-CALL GENERAL ENGINEERING SERVICES)	ENGINEERING	09/06/2019	09/06/2021	This Agreement shall commence on the Effective Date and continue for a period of two years, ending on September 6, 2021, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties. Thereafter, this Agreement may be renewed for a maximum of three successive one (1) year terms not to exceed three (3) years. Such renewal will be evidenced by a written Amendment upon written notice of City given to Consultant at any time prior to the expiration date of the Agreement.	ACTIVE	5,000,000 over the life of the contract (see amendment #1)	David Carmany	Commercial General Liability: 12/31/2019, Automobile Liability: 12/31/2019, Umbrella Liability/Excess Liability: 12/31/2019, Workers Compensation and Employers' Liability: 9/1/2020, Professional Liability: 12/31/2019	
CITY	Willdan Financial Assessment	Professional Services Agreement for Assessment District Engineering Services	ENGINEERING	03/17/2020	03/16/2023	For a period of three (3) years, ending on March 16, 2023	ACTIVE	Not to Exceed \$140,557.50	David Carmany	Commercial General Liability: 11/09/2020, Automobile Liability: 11/09/2020, Umbrella Liability/Excess Liability: 11/09/2020, Workers Compensation and Employers' Liability: 11/09/2020, Archit & Eng Prof: 11/09/2020	
CITY	Los Angeles County Flood control District	TRANSFER AGREEMENT NO. 2020MP83 SAFE, CLEAN WATER PROGRAM - MUNICIPAL PROGRAM	ENGINEERING	06/25/2020	2023-24 Fiscal Year	N/A	ACTIVE	N/A	David Carmany	N/A	
CITY	John L. Hunter & Associates	PROFESSIONAL SERVICES AGREEMENT (NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM PERMIT COMPLIANCE SERVICES (NPDES))	ENGINEERING	07/01/2020	06/20/2021	Unless previously terminated...the agreement may be extended for a maximum of three (3) successive one (1) year periods.	ACTIVE	Not to Exceed \$90,000	David Carmany	Commercial General Liability: 08/05/2020, Automobile Liability: 04/23/2021, Umbrella Liability/Excess Liability: 08/05/2020, Workers Compensation and Employers' Liability: 08/05/2020, Professional Liability: 08/05/2020	

West Covina Contract/Agreement List
Community Development Department - Building & Engineering Division
Dated: March 29, 2021

CITY	TRANSTECH	PROFESSIONAL SERVICES AGREEMENT FOR BUILDING AND SAFETY SERVICES	BUILDING	12/01/2020	12/21/2021	The term of this Agreement shall commence on January 1, 2021 (Effective Date) and continue for a period of one (1) year, ending on December 31,2021, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties. Thereafter, this Agreement may be extended for one (1) year period. Such extension, if any, will be evidenced by a written amendment to this Agreement.	ACTIVE	Not to Exceed \$900,000	David Carmany	Commercial General Liability: 12/31/2021, Automobile Liability: 12/31/2021, Umbrella Liability/Excess Liability: 12/31/2021, Workers Compensation and Employers' Liability: 9/1/2021, Professional Liability: 12/31/2021	
CITY	Janes Brother Construction, Inc.	Construction Services Agreement (Project No. 21027 Shadow Oak Park Playground Installation Project)	ENGINEERING	01/19/2021	Until Project Completion.	Until Project Completion.	ACTIVE	Not to Exceed \$59,112.52	David Carmany	Commercial General Liability: 10/19/2021, Automobile Liability: 10/25/2021, Umbrella Liability/Excess Liability: 09/19/2021, Workers Compensation and Employers' Liability: 10/19/2021, Installation Fitr: 02/06/2021	
CITY	P.T.M. General Engineering Services, Inc.	Construction Services Agreement (Project No. 18040 Cameron Avenue at Barranca Street Traffic Signal Improvements Project)	ENGINEERING	03/12/2021	Until Project Completion.	Until Project Completion.	ACTIVE	Not to Exceed \$336,036	David Carmany	<i>Still with Risk Management for review, not fully executed yet.</i>	

West Covina Contract/Agreement List
Public Services - Maintenance Division
Dated: March 29, 2021

TYPE OF CONTRACT (CITY/AGENCY)	VENDOR/CONTRACTOR	SERVICE/PROJECT+C340	RESPONSIBLE CITY DEPARTMENT	EFFECTIVE DATE	EXPIRATION DATE	TERM OF CONTRACT	ACTIVE/INACTIVE	CONTRACT AMOUNT	CITY MANAGER	INSURANCE EXPIRATION DATE	DESTRUCTION DATE
CITY	NATIONWIDE ENVIRONMENTAL SERVICES	CONTRACT SERVICES AGREEMENT FOR STREET SWEEPING	MAINTENANCE	06/18/2002	11/1/2027 (as of amendment no. 5)	The term of the Contract Service Agreement shall be for fifteen (15) years, commencing on November 1, 2012 and expiring on November 1, 2027; provided, however, that commencing on the first anniversary date of November 1, 2013 and on each anniversary date thereafter, a one year extension shall be applied to said Agreement so that the term of the Agreement shall remain fifteen (15) years.	ACTIVE	\$40, 537.89 MONTHLY	Andrew Pasmant		
CITY	BIG LEAGUE DREAMS WEST COVINA SPORTS PARK	MAINTENANCE AND OPERATIONS AGREEMENT	PUBLIC SERVICES	07/06/2002	12/01/2027	The term of this MOA ("Term") shall commence on the Effective Date and expire on the last day of the calendar month during which the 25th anniversary of the Completion Date occurs. The "Completion Date" shall be the first day of the first calendar month following the issuance of a notice of completion by the City with respect to the Sports Park Improvements. The "Services Commencement Date" shall be the first day of the month that is three months prior the Completion Date. At such time as a contract is awarded by the City for the construction of all or a significant portion of the Sports Park Improvements, the parties shall estimate (and set forth in a written addendum hereto) the	ACTIVE		Andrew Pasmant		
CITY	BOB'S TOW	TOW SERVICES AGREEMENT FOR AREA-2	MAINTENANCE	07/01/2009	10/1/2022 (as of amendment #1)	This Agreement shall commence as of October 1, 2012, and unless sooner terminated shall continue until October 1, 2022. Thereafter, the Agreement may be extended for additional periods up to five years upon mutual agreement of the parties and on the same terms and conditions.	ACTIVE	\$100,000 per year	Andrew Pasmant		

West Covina Contract/Agreement List
Public Services - Maintenance Division
Dated: March 29, 2021

CITY	CAL MICRO RECYCLING	CONTRACT SERVICES AGREEMENT WITH CAL MICRO RECYCLING	PUBLIC WORKS	06/01/2016	06/01/2021	Unless earlier terminated in accordance with Section 7.8 of this Agreement, this Agreement shall continue in full force and effect for a period of five (5) years, commencing on the date contractor commences work pursuant to Section 3.2 of this Agreement. This agreement of the parties without soliciting proposals and upon the agreed terms, including pricing. The parties also, upon negotiated written amendment hereto, may extend and/or modify the reimbursement rate, levels of service, types of service, change of vehicles, or any other terms which the parties determine necessary.	ACTIVE	Not exceeding contract amount \$25,000.	Chris Freeland		
CITY	RETAIL MARKETING SERVICES, INC. DBA CALIFORNIA SHOPPING CART RETRIEVAL CORPORATION	PROFESSIONAL SERVICES AGREEMENT FOR SHOPPING CART RETRIEVAL SERVICES	MAINTENANCE	10/02/2017	6/30/2021 (As of Amendment #1)	The term of the Original Agreement shall be extended through June 30, 2021. All terms not defined herein shall have the same meaning and use set forth in the Original Agreement. All other terms, conditions, and provisions of the Original Agreement shall remain in full force and effect.	ACTIVE	Shall not exceed \$15,000	Chris Freeland		
CITY	ETJY CORPORATION DBA E. TSENG AND ASSOCIATES	PROFESSIONAL SERVICES AGREEMENT FOR AB 939 ANNUAL REPORT TO CALRECYCLE	PUBLIC SERVICES	04/25/2018	4/30/2021 (AS OF AMENDMENT 2)	The term of the Original Agreement shall be extended through April 30, 2021. Section 201 of the Original Agreement shall be amended to reflect that Consultant's annual compensation shall not exceed Six Thousand Dollars (\$6,000). All terms not defined herein shall have the same meaning and use as set forth in the Original Agreement.	ACTIVE	\$6000 annually.	Chris Freeland		
CITY	THE ECOHERO SHOW	EDUCATION ON CRV RECYCLING AND LITTER REDUCTION	PUBLIC SERVICES	03/01/2019	6/30/2021 (As of Amendment #2)	The term of the Original Agreement shall be extended through June 30, 2021. All terms not defined herein shall have the same meaning and use set forth in the Original Agreement. All other terms, conditions, and provisions of the Original Agreement shall remain in full force and effect.	ACTIVE	Shall not exceed \$5,000	Chris Freeland		
CITY	SOUTHCOAST EMERGENCY VEHICLE SERVICE	PROFESSIONAL SERVICES AGREEMENT FOR VEHICLE BODY REPAIR AND PAINTING	PUBLIC WORKS	09/18/2019	09/18/2022	This Agreement shall commence on the Effective Date and Continue for a period of 36 months, ending on September 18, 2022, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties. Thereafter, this Agreement may be extended for a maximum of two successive one (1) year periods. Such extensions, if any, will be evidenced by a written amendment to this Agreement.	ACTIVE	Shall not exceed \$100,000 per year.	David Carmany		

West Covina Contract/Agreement List
Public Services - Maintenance Division
Dated: March 29, 2021

CITY	JOE GHOUGASSIAN DBA J & L AUTO BODY REPAIR	PROFESSIONAL SERVICES AGREEMENT FOR VEHICLE BODY REPAIR AND PAINTING	PUBLIC SERVICES	09/18/2019	09/17/2022	This Agreement shall commence on the Effective Date and continue for a period of 36 months, ending on September 17, 2022, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties. Thereafter, this Agreement may be extended for a maximum of two (2) successive one (1) year periods. Such extensions, if any, will be evidenced by a written amendment to this Agreement.	ACTIVE	Shall not exceed \$100,000 per year.	David Carmany	COMMERCIAL GENERAL LIABILITY : 12/23/2019, AUTOMOBILITY LIABILITY: 12/23/2019, WORKERS COMPENSATION AND EMPLOYER'S LIABILITY: 8/11/2020	
CITY	VMS AUTO BODY COLLISION	PROFESSIONAL SERVICES AGREEMENT	PUBLIC WORKS	09/18/2019	09/18/2022	This Agreement shall commence on the Effective Date and continue for a period of 36 months, ending on September 18, 2022, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties. Thereafter, this Agreement may be extended for a maximum of two successive one (1) year periods. Such extensions, if any, will be evidenced by a written amendment to this Agreement.	ACTIVE	SHALL NOT EXCEED \$100,000 PER YEAR.	David Carmany		
CITY	SANTA BARBARA TRANSPORTATION CORP	PROFESSIONAL SERVICES AGREEMENT	PUBLIC WORKS	10/01/2019	09/30/2022	This Agreement shall commence on the Effective Date and continue for a period of 36 months, ending on September 30, 2022, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties. Thereafter, this Agreement may be extended for a maximum of two successive one (1) year periods. Such extensions, if any, will be evidenced by a written amendment to this Agreement.	ACTIVE	Shall not exceed \$35,000 per year.	David Carmany	Commercial General Liability: 7/1/2020, Automobile Liability: 7/1/2020, Umbrella Liability/ Excess Liability: 7/1/2020, Workers Compensation and Employers' Liability: 7/1/2020	

West Covina Contract/Agreement List
Public Services - Maintenance Division
Dated: March 29, 2021

CITY	M COACH (DOUBLE HI EXPRESS TOURS)	PROFESSIONAL SERVICES AGREEMENT	PUBLIC WORKS	10/08/2019	10/07/2022	This agreement shall commence on the Effective Date and continue for a period of 36 months, ending on October 7, 2022, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties. Thereafter, this Agreement may be extended for a maximum of two successive one (1) year periods. Such extensions, if any, will be evidenced by a written amendmet to this Agreement.	ACTIVE	Shall not exceed \$35,000 per year.	David Carmany	Workers Compensation and Employers' Liability: 10/1/2021	
CITY	EMERGENCY VEHICLE GROUP, INC	PROFESSIONAL SERVICES AGREEMENT - FIRE APPARATUS AND HEAVY EQUIPMENT MAINTENANCE & REPAIR	PUBLIC SERVICES (MAINTENANCE)	02/18/2020	02/17/2023	This Agreement shall commence on the Effective Date and continue for a period of three (3) years, ending on February 17, 2023, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties. Thereafter, this Agreement may be extended for a maximum of two (2) successive one (1) year periods. Such extensions, if any, will be evidenced by a written amendment to this Agreement.	ACTIVE	SHALL NOT EXCEED (\$100,000)	David Carmany		
CITY	DBA THE STONE COLLECTOR	CONTRACT SERVICES AGREEMENT (PROJECT NO. 19003 - RESTROOM RENOVATION AT SENIOR CENTER)	PUBLIC WORKS	03/17/2020	Upon completion of project	The City may terminate this Agreement without cause for convenience of the City upon giving Contractor thirty (30) days prior written notice of termination of the Agreement. Upon such termination, the Contractor shall not be entitled to any other remedies, claims, actions, profits, or damages except as provided in this paragraph.	ACTIVE	Not to Exceed \$215,000	David Carmany	COMMERICAL GENERAL LIABILITY : 11/21/2021, UMBRELLA LIABILITY/EXCESS LIABILITY: 4/9/2021, WORKERS COMPENSATION AND EMPLOYER'S LIABILITY: 2/24/2021	
CITY	ONYX PAVING, INC	CONSTRUCTION SERVICES AGREEMENT (PROJECT NO. SP-18032 FY 2017-18 RESIDENTIAL STREETS REHABILITATION PROGRAM)	PUBLIC WORKS	03/17/2020	UNTIL FINAL APPROVAL AND ACCEPTANCE OF THE PROJECT BY THE CITY.	Unless earlier terminated as set forth herein, this Agreement shall continue in full force and effect until final approval and acceptance by the City.	ACTIVE	Not to Exceed \$1,182,920	David Carmany	COMMERICAL GENERAL LIABILITY : 3/14/2020, UMBRELLA LIABILITY: 3/14/2020, AUTOMOBILE LIABILITY: 10/1/2020, WORKERS COMPENSATION AND EMPLOYER'S LIABILITY: 10/1/2020	

West Covina Contract/Agreement List
Public Services - Maintenance Division
Dated: March 29, 2021

CITY	ALTAMED HEALTH SERVICES CORPORATION	AGREEMENT (FOR THE USE OF COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS ISSUED PURSUANT TO THE CORONAVIRUS AID, RELIEF, AND ECONOMIC SECURITY (CARES) ACT.	PUBLIC SERVICES	04/07/2020		CITY or SUBRECIPIENT may terminate this Agreement by giving written notice to the other party (30) days prior to effective date of termination. Additionally, the CITY shall have the right, in accordance with the Super Circular, Remedies For noncompliance, 2 C.F.R 200.338 through 200.342, to impose additional conditions pursuant to 2 C.F.R. 207, terminate this Agreement or withhold payment of any invoice for failure of the SUBRECIPIENT to comply with the terms and conditions of this Agreement. Should the CITY decide to terminate this Agreement after a full evaluation of all circumstances has been completed, the SUBRECIPIENT shall, upon written request, have the right to an appeal process. A copy of the appeal process will be attached to any termination notice. If the CITY finds that the SUBRECIPIENT has violated	ACTIVE	Grant \$187,500	David Carmany	
CITY	WEST COAST ARBORISTS, INC	MAINTENANCE SERVICES AGREEMENT (TREE TRIMMING AND MAINTENANCE SERVICES)	PUBLIC WORKS	07/01/2020	06/30/2023	This Agreement shall commence on the Effective Date and continue for a period of three (3) years, ending on June 30, 2023, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties. Thereafter, this Agreement may be extended for a maximum of two (2) successive one (1) year periods. Such extensions, if any, will be evidenced by a written amendment to this Agreement.	ACTIVE	(Shall not exceed \$485,000 annually). (\$2,425,000 Total).	David Carmany	Commercial General Liability: 7/1/2021, Automobile Liability: 7/1/2021, Workers Compensation and Employers' Liability: 7/1/2021
CITY	THE ECOHERO SHOW	PROFESSIONAL SERVICES AGREEMENT (SRV RECYCLING AND LITTER REDUCTION EDUCATION SERVICES)	PUBLIC SERVICES	07/01/2020	06/30/2021	This Agreement shall commence on the Effective Date and continue for a period of one (1) year, ending on June 30, 2021, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties. Thereafter, this Agreement may be extended for a maximum of three (3) successive one (1) year periods. Such extensions, if any, will be evidenced by a written amendment to this Agreement.	ACTIVE	SHALL NOT EXCEED (\$5,000)	David Carmany	Commercial General Liability: 10/1/2020, Automobile Liability: 1/25/2021, Workers Compensation and Employers' Liability: 12/22/2020, Professional Liability: 1/20/2021, Sexual Conduct: 10/1/2020

West Covina Contract/Agreement List
Public Services - Maintenance Division
Dated: March 29, 2021

CITY	ALLISON MECHANICAL, INC	CONTRACT SERVICES AGREEMENT	MAINTENANCE	07/01/2020	06/30/2022	This Agreement shall commence on July 1, 2019, and continue for a period of 36 months, ending June 30, 2022, unless earlier terminated in accordance with Section 7.8 of this agreement. Thereafter, this agreement may be renewed for a maximum of successive one (1) year terms not to exceed two (2) years. Such renewal will be evidenced by a written Amendment upon written notice of City given to Contractor at any time prior to the expiration date of the agreement.	ACTIVE	Shall not exceed \$128,604 annually.	David Carmany	Commercial General Liability: 11/1/2021, Automobile Liability: 11/1/2021, Umbrella Liability/ Excess Liability: 11/1/2021, Workers Compensation and Employers' Liability: 11/1/2021	
CITY	VALLEY LIGHT INDUSTRIES	PROFESSIONAL SERVICES AGREEMENT (BUS SHELTER CLEANING)	PUBLIC SERVICES	07/21/2020	06/30/2023	This Agreement shall commence on the Effective Date and continue for a period of 36 months, ending on June 30, 2023, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties. Thereafter, this Agreement may be extended for a maximum of two (2) successive one (1) year periods. Such extensions, if any, will be evidenced by a written amendment to this Agreement.	ACTIVE	Shall not exceed (\$72,926)	David Carmany	Commercial General Liability: 9/19/2019, Automobile Liability: 9/19/2019, Umbrella Liability/Excess Liability: 9/19/2019, Abuse or Molestation: 9/9/2019, Sexual Physical Abuse: 9/9/2019	
CITY	CALIFORNIA SHOPPING CART RETRIEVAL CORPORATION, INC. (RETAIL MARKETING SERVICES, INC)	FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT FOR SHOPPING CART RETRIEVAL SERVICES	PUBLIC SERVICES	10/02/2020	06/30/2021	The term of the Original Agreement shall be extended through June 30, 2021. All terms not defined herein shall have the same meaning and use as set forth in the Original Agreement. All other terms, conditions, and provisions of the Original Agreement shall remain in full force and effect.	ACTIVE		David Carmany		
CITY	JAYNES BROTHER CONSTRUCTION INC.	CONSTRUCTION SERVICES AGREEMENT FOR PROJECT NO. 21027 SHADOW OAK PARK PLAYGROUND INSTALLATION PROJECT	PUBLIC SERVICES	01/19/2021	UNTIL FINAL APPROVAL AND ACCEPTANCE OF THE PROJECT BY THE CITY.	Unless earlier terminated as set forth herein, this Agreement shall continue in full force and effect until final approval and acceptance by the City.	ACTIVE	Shall not exceed \$59, 112.52	David Carmany	Commercial General Liability: 9/19/2021, Automobile Liability: 10/25/2021, Umbrella Liability/Excess Liability: 9/19/2021, Workers Compensation and Employers' Liability: 10/19/2021, Installation Ftr: 2/6/2021.	

West Covina Contract/Agreement List
Public Services - Community Services Division
Dated: March 29, 2021

<u>TYPE OF CONTRACT (CITY/AGENCY)</u>	<u>VENDOR/CONTRACTOR</u>	<u>SERVICE/PROJECT+C340</u>	<u>RESPONSIBLE CITY DEPARTMENT</u>	<u>EFFECTIVE DATE</u>	<u>EXPIRATION DATE</u>	<u>TERM OF CONTRACT</u>	<u>ACTIVE/INACTIVE</u>	<u>CONTRACT AMOUNT</u>	<u>CITY MANAGER</u>	<u>INSURANCE EXPIRATION DATE</u>	<u>DESTRUCTION DATE</u>
CITY	CALIFORNIA STREET HOCKEY ASSOCIATION ORANGEWOOD, INC.	RESTATED MAINTENANCE AND OPERATION AGREEMENT	PUBLIC SERVICES	08/01/1995	06/30/2024	The City and the Association, ("Parties") mutually agree by and through this executed Second Addendum to extend the term of the Agreement, which is currently set to expire on June 30, 2024, for an additional eight (8) years. The Agreement shall expire and shall no longer be in effect as of June 30, 2032, unless otherwise terminated sooner pursuant to the Agreement, the First Addendum or this Second Addendum.	ACTIVE				
CITY	UNION STATION HOMELESS SERVICES	PROFESSIONAL SERVICES AGREEMENT (5 CITIES HOMELESS OUTREACH & COORDINATED ENTRY SYSTEM)	PUBLIC SERVICES	01/30/2020	02/28/2021	This Agreement shall commence on the Effective Date and continue for a period of fourteen (14) months, ending on February 28, 2021, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.	ACTIVE	Shall not exceed \$343,250	David Carmany	Workers Compensation and Employers' Liability: 1/1/2022	
CITY	UNION STATION HOMELESS SERVICES	PROFESSIONAL SERVICES AGREEMENT (Implementation of Motel Voucher)	PUBLIC SERVICES	06/15/2020	02/28/2021	This Agreement shall commence on the Effective Date and continue through February 28, 2021, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.	ACTIVE	Shall not exceed One Hundred Thousand Dollars (\$100,000.00)	David Carmany		
CITY	PROJECT 29:11	AGREEMENT (FOR THE USE OF COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS)	PUBLIC SERVICES	07/01/2020	06/30/2021	CITY or SUBRECIPIENT may tenninate this Agreement by giving written notice to the other party thirty (30) days prior to effective date of termination. Additionally, the CITY shall have the right, in accordance with the Super Circular, Remedies for Noncompliance, 2 C.F.R. 200.338 through 200.342, to impose additional conditions pursuant to 2 C.F.R. 207, tenninate this Agreement or withhold payment of any invoice for failure of the SUB RECIPIENT to comply with the tenns and conditions of this Agreement.	ACTIVE	\$30,000	David Carmany	Commercial General Liability: 7/1/2020	

West Covina Contract/Agreement List
Public Services - Community Services Division
Dated: March 29, 2021

CITY	SHEPHERD'S PANTRY	AGREEMENT (FOR THE USE OF COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS ISSUED PURSUANT TO THE CORONAVIRUS AID, RELIEF, AND ECONOMIC SECURITY (CARES) ACT.	PUBLIC SERVICES	07/01/2020	By written notice	CITY or SUBRECIPIENT may terminate this Agreement by giving written notice to the other party (30) days prior to effective date of termination. Additionally, the CITY shall have the right, in accordance with the Super Circular, Remedies For NonCompliance, 2 C.F.R. 200.338 through 200.342, to impose additional conditions pursuant to 2 C.F.R. 207, terminate this Agreement or withhold payment of any invoice for failure of the SUBRECIPIENT to comply with the terms and conditions of this Agreement. Should the CITY decide to terminate this Agreement after a full evaluation of all circumstances has been completed, the SUBRECIPIENT shall, upon written request, have the right to an appeal process. A copy of the appeal process will be attached to any termination notice. If the CITY finds that the SUBRECIPIENT has violated the terms and conditions of this Agreement, The SUBRECIPIENT may be required to: (a) Repay all monies received from the CITY under this Agreement; and/or (b) Transfer possession of all materials and equipment purchased with grant money to the CITY. In the event of early termination, a final payment may be made to SUBRECIPIENT upon receipt of a Final Report and invoices covering eligible costs incurred prior to termination. The total of all payments, including the final payment, shall not exceed the amount specified.	ACTIVE	Shall not exceed \$30,000.	David Carmany	Commercial General Liability: 6/5/2023, Automobile Liability: 6/5/2021, Workers Compensation and Employers' Liability: 6/5/2021.	
CITY	BIG LEAGUE DREAMS	LICENSE AGREEMENT	CED	07/06/2002	12/06/2027	Unless earlier terminated in accordance with Paragraph 4 above or Paragraphs 10(a), (b), ©, (d) or € below, the term of this Agreement (the "Term") shall commence on the payment of the License Fee and continue until the expiration of twenty-five (25) years as defined in the MOA; provided, however, that if the MOA shall have been sooner terminated by the City for reasons other than a default by BLD West Covina or BLD West Covina's surrender or abandonment of the Sports Park, or shall have been sooner terminated by BLD West Covina as a result of a default by the City, then this Agreement shall terminate as of the effective date of such a termination of the MOA by the City or by BLD West Covina and the options contained in Sections 6.2 and 6.3 shall be extinguished.	ACTIVE				



LossCAP Program

Initial Risk Management Evaluation

City of West Covina

July 15 - 16, 2019



CALIFORNIA
J · P · I · A

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Executive Summary

This report contains the findings of an Initial Risk Management Evaluation (IRME) of the City of West Covina. The evaluation was conducted by the California Joint Powers Insurance Authority (California JPIA) on July 16, 2019.

The California JPIA extends its thanks to staff for their support and assistance in completing this evaluation.

This report is designed to assist your agency in addressing areas in which risk exposure or loss data support the need for change in operations or activity. This report is arranged to outline the various areas of concern identified during the evaluation. Specifically, the IRME, although not exhaustive in scope, does this by examining key areas of your operations.

Action items made are drawn from information provided by agency staff and conditions observed at the time of the evaluation and are measured against various applicable statutes, regulatory codes, and Best Risk Management Practices. Best Risk Management Practices (BRMP) are accepted in the professional community as those measures best able to control risk exposure. BRMP do not have an associated regulatory requirement, but are considered sound measures to reduce losses. Each action item may be supported by a standard (statute, regulatory code, or publication) and/or resource, and will be noted accordingly; otherwise, it is considered a BRMP. Your agency is encouraged to act upon the findings contained herein, in a manner that is consistent with their importance to your agency.

Risk management, loss control, and safety are daily responsibilities of your agency. Visits and related efforts made by the California JPIA are not considered or intended to supplant your agency's comprehensive risk management and safety programs. Successfully managing risk ensures that your agency is able to reduce impact on key areas of your operations, including services, personnel, and property.

Finally, we have included an Agency Exemplar at the end of the report to serve as a guide to help our members better understand the elements of good risk management.

New Action Items

Records & Contract Management

Action Item: 2019-001

Observations:

The following contract agreements were reviewed during the evaluation:

- The Los Angeles County Metropolitan Transportation Authority (LACMTA): The agreement did not include the Evidence of Coverage and Additional Insured Endorsements.
- San Gabriel Mountains Regional Conservancy - Operation and Maintenance of the Galster Park Nature Program: The agreement does not require sexual/physical abuse insurance. The contract should include sexual molestation coverage as the contractor will be working with minor children. The agreement did not include the Evidence of Coverage and Additional Insured Endorsements.
- Busy Bee Home Day Care – Facilities Use Agreement: The agreement did not require an Additional Insured Endorsement. The agreement did not include the Evidence of Coverage.
- Merchants Landscape Services, Inc. – Landscape Maintenance: The Certificate of Insurance provided was expired and it did not provide the policy limits as required per the Agreement. The Agreement does not include language pertaining to the inspection and maintenance of the playgrounds. Include language in the Agreement outlining the Agency's playground maintenance and inspection requirements.
- West Coast Arborists, Inc. – Tree Trimming: The agreement did not include the Evidence of Coverage and Additional Insured Endorsements.
- Willdan Engineering – Professional Services Agreement: The agreement did not include the Evidence of Coverage and Additional Insured Endorsements.
- Santa Barbara Transportation Corp. dba Student Transportation of America: The contract expired 9/30/2018. If the agency is currently using the services of this provider, a current agreement should be executed. The contract should include sexual molestation coverage as the contractor will be working with minor children. The agreement did not include the Evidence of Coverage and Additional Insured Endorsements.
- Big League Dreams West Covina, LLC (BLDWC) – Maintenance and Operations Agreement: The agreement did not include the Evidence of Coverage and Additional Insured Endorsements.
- The Humane Society of Pomona Valley, Inc. dba Inland Valley Humane Society & S.P.C.A. -The Animal Shelter & Animal Control Services Agreement: The Agreement does not include an expiration date. The agreement did not include the Evidence of Coverage and Additional Insured Endorsements.

- City of West Covina and LA County Sheriff's Dept - MOU Agreement: The agreement was signed by West Covina's former Chief of Police on 06/28/16. The Memorandum is to be reviewed at a minimum of once every two (2) years.

Staff members indicated that insurance types and limits are not determined by contract exposure.

Action Required:

Based on the observations made when reviewing the above contracts, the following recommendations are made to enhance your agency's contract management efforts:

- Obtain certificates of insurance and endorsements from contractors. Contractors should provide certificates of insurance and policy endorsements before they can begin work. Contractors should be notified immediately in writing when insurance documentation is deficient or is not received as required.
- Review existing specifications for the most frequently used types of contracts and ensure that required levels of insurance are adequate to the scope of services provided by contractors. Increase limits when necessary, using the minimum suggested insurance limits outlined in the California JPIA's Contractual Risk Transfer for California Public Agencies manual.
- Renegotiate contracts as needed at renewal times, and clearly delineate insurance requirements based on the exposure of the contract.
- The agency clerk or designee should maintain the filing system for all service and construction contracts and agreements. Certificates of insurance, indemnification agreements, endorsements, and bonding documents required by contract provisions should be kept together with the original contract agreements. Complete documentation should be maintained within fire safe containers and protected by a fire detection and suppression system.
- Develop contract documentation tracking procedures to monitor contractor compliance with contract provisions and to ensure that insurance documents required in contracts are received in a timely fashion.

By properly managing its contracts, the agency can reduce its loss exposures and likewise reduce disputes with contractors and their insurers when a loss occurs.

Standards:

Best Risk Management Practices

Resources:

Contractual Risk Transfer for California Public Agencies manual. California JPIA, Seventh Edition, 2018

Action Item: 2019-002

Observations:

Contracts are not developed and implemented for all service providers.

Action Required:

Develop and execute service contracts which include appropriate risk transfer language when outsourcing agency activities to service companies.

By properly managing its contracts, the agency can reduce its loss exposures and likewise reduce disputes with contractors and their insurers when a loss occurs.

Standards:

Best Risk Management Practices

Resources:

Contractual Risk Transfer for California Public Agencies manual. California JPIA, Seventh Edition, 2018

Action Item: 2019-003

Observations:

The agency does not require insurance as part of the encroachment permit application and its indemnity language is broad.

Action Required:

Revise encroachment permit to include insurance requirements and appropriate indemnity language.

Resources:

A sample template is located on the California JPIA's website.

Occupational Safety & Health Programs

Action Item: 2019-004

Observations:

The agency has not implemented a Facilities Inspection Program.

Action Required:

Develop and implement a program to regularly inspect agency facilities to identify hazardous conditions and practices that require corrective or preventive measures, consistent with the requirements of Cal/OSHA. This program should be coordinated with the inspection program required by the Injury and Illness Prevention Program and should include documentation of identified deficiencies and corrective actions that are completed or planned.

Standards:

California Code of Regulations, Title 8, Section 3203 (a) (4); 29 CFR 1910.157, Fire Protection

Resources:

Sample checklists have been developed and are located on the California JPIA's website.

Action Item: 2019-005

Observations:

A centralized Safety Manual has not been developed.

Action Required:

Develop a centralized Safety Manual to encourage employee awareness of and compliance with each of the agency's specific safety policies. The manual should include all department-specific safety policies and be formally adopted by the agency governing body.

The Injury and Illness Prevention Program Administrator will be better prepared to respond to questions posed by a Cal/OSHA inspector if a centralized Safety Manual is maintained, and it will also enable the agency to maintain greater control over the Cal/OSHA inspection process.

Standards:

California Code of Regulations, Title 8, Section 3203

Resources:

A link to additional website Resources and a sample program has been provided and is located on the California JPIA's website.

Action Item: 2019-006**Observations:**

The agency does not have a Bloodborne Pathogens Exposure Control Program.

Action Required:

Assess employee exposure to blood or other potentially infectious materials, document the findings, and include this in the centralized Safety Manual. The California Code of Regulations provides that all employers who may reasonably be anticipated to have this occupational exposure develop a Bloodborne Pathogens Exposure Control Plan consistent with the requirements of Cal/OSHA.

Standards:

California Code of Regulations, Title 8, Section 5193; 29 CFR 1910.1030, Bloodborne Pathogens

Resources:

A link to additional website resources has been provided and is located on the California JPIA's website.

Action Item: 2019-007**Observations:**

The agency does not have a Confined Space Entry Control Program.

Action Required:

Determine whether confined spaces exist at agency facilities. If confined spaces exist, a written Confined Space Entry Control Program, consistent with the applicable Sections of Cal/OSHA, should be developed. The program must include procedures for testing the atmosphere in confined spaces; assignment of supervisors, attendants, and rescue personnel; and employee training. A permit system may be required.

Standards:

California Code of Regulations, Title 8, Sections 5156, 5157, and 5158, Confined Spaces; 29 CFR 1910.146

Resources:

A sample policy has been developed and is located on the California JPIA's website.

Action Item: 2019-008**Observations:**

The agency does not have an Emergency Action Plan.

Action Required:

Develop and implement an Emergency Action Plan consistent with the requirements of Cal/OSHA. This plan shall be in writing and shall cover those designated actions employers and employees must take to ensure employee safety from fire and other emergencies.

Elements of the plan include (at a minimum):

- Emergency escape procedures and emergency escape route assignments;
- Procedures to be followed by employees who remain to operate critical plant operations before they evacuate;
- Procedures to account for all employees after emergency evacuation has been completed;
- Rescue and medical duties for those employees who are to perform them;
- The preferred means of reporting fires and other emergencies;
- Names or regular job titles of persons or departments who can be contacted for further information or explanation of duties under the plan;
- An employee alarm system that complies with Article 165;
- The types of evacuation to be used in emergency circumstances: and
- Training.

Standards:

California Code of Regulations, Title 8, Section 3220; 29 CFR 1910.38

Resources:

A link to additional website resources has been provided and is located on the California JPIA's website.

Action Item: 2019-009**Observations:**

The agency does not have a Fire Prevention Plan.

Action Required:

Develop and implement a Fire Prevention Plan consistent with the requirements of Cal/OSHA. This plan should include an inventory of fuels and sources of ignition, fire protection systems, housekeeping policies, employee training, and the names or job titles of responsible personnel.

Standards:

California Code of Regulations, Title 8, Section 3221; 29 CFR 1910.39

Resources:

A link to additional website resources has been provided and is located on the California JPIA's website.

Action Item: 2019-010**Observations:**

The agency does not have a Hazard Communication Program.

Action Required:

Develop and implement a Hazard Communication Program, consistent with the requirements of Cal/OSHA. This program should include product labeling, Safety Data Sheets (SDS) availability, and employee training.

Standards:

California Code of Regulations, Title 8, Section 5194; OSHA Publication 3695

Resources:

A link to additional website resources has been provided and is located on the California JPIA's website.

Action Item: 2019-011**Observations:**

The agency does not have a Hearing Conservation Program.

Action Required:

Assess employee exposure to hazardous noise levels, document the findings, and include this in the centralized Safety Manual. This program should contain provisions for pre-employment assessment, appropriate hearing protection, annual audiometric tests, annual employee training, and periodic environmental assessments.

Determine if existing machinery emits noise greater than 85 dB and how long employees are exposed to the machinery. If the research indicates that employees are exposed to noise levels in excess of 85 dB for an eight-hour time-weighted average, a Hearing Conservation Program, consistent with the requirements of Cal/OSHA, should be implemented.

Standards:

California Code of Regulations, Title 8, Article 105, Section 5097; 29 CFR 1910.95, Occupational Noise Exposure

Resources:

A link to additional website resources has been provided and is located on the California JPIA's website.

Action Item: 2019-012**Observations:**

The agency does not have a Heat Illness Prevention Program.

Action Required:

A Heat Illness Prevention Program should be developed and implemented. The program should include provision of shade, breaks, drinking water, and employee/supervisor training in recognizing the symptoms of heat illness.

Standards:

California Code of Regulations, Title 8, Section 3395; OSHA General Duty Clause, Section 5(a)(1)

Resources:

A link to additional website resources has been provided and is located on the California JPIA's website.

Action Item: 2019-013**Observations:**

The agency's Injury and Illness Prevention Program is outdated. It was last updated in 1994.

Action Required:

Revise the agency's Injury and Illness Prevention Program to comply with the requirements of Cal/OSHA. The following required provisions should be reviewed and revised as necessary:

- Identification of the person or persons responsible for implementing the program;
- The agency's name and address;
- The employer's system for identifying and evaluating workplace hazards, including scheduled periodic inspections to identify unsafe conditions and work practices; Investigations of all occupational injuries and illnesses;
- The employer's methods and procedures for correcting unsafe or unhealthy conditions and work practices in a timely manner;
- An occupational health and safety training program designed to instruct employees in general safe and healthy work practices and to provide specific instructions with respect to hazards specific to each employee's job assignment;
- The employer's system for communicating with employees on occupational health and safety matters, including provisions designed to encourage employees to inform the employer of hazards at the work site without fear of reprisal (anonymous reporting system); and
- The employer's system for ensuring that employees comply with safe and healthy work practices, which must include recognition, training, re-training, and disciplinary action.

The agency's Injury and illness Prevention Program should be reviewed and revised as necessary annually.

Standards:

California Code of Regulations, Title 8, Section 3203

Resources:

A sample policy has been developed and is located on the California JPIA's website.

Action Item: 2019-014

Observations:

The agency does not have a Lockout/Tagout Program.

Action Required:

Develop a written Lockout/Tagout Program, consistent with the requirements of Cal/OSHA. The agency's Lockout/Tagout procedures must be followed whenever outside servicing personnel are engaged in this work.

Standards:

California Code of Regulations, Title 8, Sections 3314 and 2320; Appendix A to 29 CFR 1910.147

Resources:

A link to additional website resources has been provided and is located on the California JPIA's website.

Action Item: 2019-015

Observations:

Agency forklift operators have not been trained as required.

Action Required:

Provide training to operators of powered industrial trucks in accordance with the California Code of Regulations, Title 8. Refresher training should be provided every three years or as required by the California Code of Regulations, Title 8.

Standards:

California Code of Regulations, Title 8, Section 3668; OSHA General Duty Clause, Section 5(a)(1)

Action Item: 2019-016**Observations:**

The agency does not have a Repetitive Motion Injury Control (Ergonomics) Program.

Action Required:

Consider developing and implementing a Repetitive Motion Injury Control (Ergonomic) Program consistent with the requirements of Cal/OSHA. This is required where a repetitive motion injury (RMI) has occurred to more than one employee under the following conditions:

- The employees incurring the RMIs were performing a job process, or operation of identical work activity;
- The RMIs were musculoskeletal injuries that a licensed physician objectively identified and diagnosed; and
- The RMIs were reported by the employees to the employer in the last twelve months.

This program should include a worksite evaluation, control of exposures that have caused repetitive motion injuries, and training of employees.

Standards:

California Code of Regulations, Title 8, Sections 3203 and 5110; 29 CFR 1910.900

Resources:

A sample policy has been developed and is located on the California JPIA's website.

Action Item: 2019-017**Observations:**

The agency does not have a Respiratory Protection Program, nor has an Airborne Health Hazards Assessment been completed.

Action Required:

Document the agency's assessment regarding employee exposure to airborne health hazards in the workplace and include this in the centralized Safety Manual. Reassess employee exposure periodically. If identified hazards cannot be eliminated, develop and implement a Respiratory Protection Program, consistent with the requirements of Cal/OSHA.

Standards:

California Code of Regulations, Title 8, Section 5144; 29 CFR 1910.134, Respiratory Protection

Resources:

A sample policy has been developed and is located on the California JPIA's website.

Action Item: 2019-018**Observations:**

The agency does not have a formal Trenching and Excavation Safety Program in place.

Action Required:

A Trenching and Excavation Safety Program, consistent with the requirements of Cal/OSHA, should be developed. Training should be conducted as needed and as required.

Standards:

California Code of Regulations, Title 8, Section 1541; 29 CFR 1910.652 Excavations, Requirements for Protective Systems

Resources:

A link to additional website Resources and a sample program has been provided and is located on the California JPIA's website.

Action Item: 2019-019**Observations:**

The agency does have a Safety Committee, though it is not currently active.

The agency's Injury and Illness Prevention Program (IIPP) needs revisions.

Action Required:

Determine if the Safety Committee will resume or formally disband the Safety Committee and reassign its defined responsibilities to other agency staff.

Should the agency decide to resume the Safety Committee's efforts, it should consider broadening the scope of issues covered during Safety Committee meetings and keep a file of meeting agendas and minutes of items discussed and actions taken. The issues should include:

- Overseeing a hazard identification program for all departments;
- Reviewing accidents involving agency employees to make certain the actions taken to prevent recurrence are adequate;
- Monitoring accident statistics to determine trends and problem areas;
- Reviewing safety training needs and current training programs for adequacy and recommending changes or additional programs as necessary;
- Initiating programs to stimulate and maintain employee interest in safety; and
- Reviewing and evaluating safety and health recommendations from all sources, including employee suggestions and complaints.

If the Safety Committee will resume, develop a formal written policy with regular meetings at the specified frequency. The policy should be included in the agency's Injury and Illness Prevention Program.

Standards:

Best Risk Management Practices

Action Item: 2019-020**Observations:**

It is unknown whether training is provided to employees who may be exposed to hazards associated with working around asbestos or lead-based paint.

There is not a written Operations and Maintenance Program in place for agency facilities which contain asbestos or lead-based paint building materials.

Action Required:

Personnel activities should be reviewed to determine whether there is a potential for employee exposures to asbestos or lead.

When employees are exposed to asbestos or lead, an Exposure Control Plan should be developed.

Personal protective equipment (PPE) and employee training should be provided as needed and required.

Develop and implement an Operations and Maintenance Program to manage exposures to asbestos-containing materials and lead-based paint, consistent with the requirements of the California Code of Regulations, Title 8. The program should include employee awareness training. It should also contain a provision advising all employees, service vendors, contractors, and tenants of the known presence of asbestos-containing materials (ACM) and lead-based paint (LBP) in agency facilities, as well as any pre-1978 facilities that have not been sampled. Awareness training reduces the potential for any accidental disturbance of ACM and LBP, and it ensures that proper response procedures are initiated in the event of an incident.

Standards:

California Code of Regulations, Title 8, Section 1529, 1532.1, 5208 and 5216
40 CFR, Part 763 – Asbestos; California Code of Regulations, Title 8, Section 5208, Asbestos; 29 CFR 1910.1200 Hazard Communication

Resources:

A sample program has been developed and is located in the Resource Center on the California JPIA's website.

Action Item: 2019-021**Observations:**

Automated External Defibrillators (AEDs) and other medical emergency equipment were provided for emergency use.

It was not determined whether the AEDs are inspected, tested, and maintained on a regular basis.

It was not determined whether staff members are properly trained on the use of AEDs and maintain current CPR certification.

It was not determined whether a written program outlining the operation, inspection, maintenance, and training requirements for AEDs has been developed.

Action Required:

AEDs should be inspected monthly to ensure that they are in good condition and functional.

AEDs should be tested and maintained in accordance with the recommendations of the manufacturer. All inspections, testing, and maintenance should be documented.

An adequate number of staff should be properly trained to respond to emergency situations requiring the use of the AED. This training should include, at a minimum, training on proper use of the AED as well as maintaining current CPR certification.

All staff at locations with AEDs should annually receive a brochure that describes the proper use of the AED. This information should also be posted next to each AED.

All staff should be informed annually as to the location of each AED.

If one does not exist, a written program that complies with the requirements of the California Health and Safety Code should be developed.

Standards:

California Health and Safety Code, Section 1797.196; California Civil Code, Section 1714.21

Resources:

A sample policy has been developed and is located on the California JPIA's website.

Human Resources**Action Item: 2019-022****Observations:**

The organization's Personnel Manual and personnel policies are not reviewed regularly with employees.

Action Required:

Employees should be periodically required to sign an acknowledgement of these policies. To ensure regular acknowledgement of the policies, this can be incorporated into annual performance evaluations.

Standards:

Best Risk Management Practices

Action Item: 2019-023**Observations:**

Pre-employment screening for alcohol and/or controlled substances is conducted for all prospective employees.

The agency has not created a list of safety-sensitive positions.

Action Required:

Agency policy should be updated to reflect case law which prohibits blanket drug screening of employment applicants. The agency should develop a list of safety-sensitive positions for which employment is contingent upon screening for illegal or controlled substances. Accordingly, only those applying for positions identified as safety-sensitive should be screened for illegal or controlled substances.

Standards:

Best Risk Management Practices

Action Item: 2019-024**Observations:**

Annual performance evaluations do not consider safety compliance.

Action Required:

Include safety compliance as part of the evaluation. Quantifiable performance measures should be utilized when evaluating safety compliance.

Standards:

Best Risk Management Practices

Action Item: 2019-025**Observations:**

Volunteers are utilized; however, a Volunteer Handbook has not been developed.

Action Required:

Develop and distribute a Volunteer Handbook to volunteers defining volunteer roles and responsibilities. Provide initial and refresher training to all volunteers at least annually.

Standards:

Best Risk Management Practices

Resources:

A sample policy has been developed and is located on the California JPIA's website.

Action Item: 2019-026**Observations:**

The organization does not have a Volunteer Orientation and Training Program in place.

Action Required:

Develop a Volunteer Orientation Program that includes an introduction to agency policies as well as safety training consistent with the requirements of Cal/OSHA. Field services personnel should have "tailgate" safety meetings on a bi-weekly basis with training sessions lasting a minimum of 15 minutes. For administrative and clerical staff, quarterly safety meetings are adequate. Training should include hazards specific to employee job assignments as well as hazards common to all workplaces and situations. Documentation of these meetings should be maintained for at least three years and be readily available for review by Cal/OSHA or other enforcement agencies.

Standards:

California Code of Regulations, Title 8, Section 3203 (a) (7)

Resources:

Register for workshops online on the California JPIA's website.

Action Item: 2019-027**Observations:**

The agency does not evaluate the driving record of volunteers when driving is a job function.

Action Required:

Require prospective volunteers to provide a current Motor Vehicle Report. This will allow the agency to determine whether prospective volunteers have acceptable driving histories before extending an offer to those where driving is a job function.

Standards:

Best Risk Management Practices

Action Item: 2019-028**Observations:**

The agency does not conduct background checks on all volunteers.

Action Required:

Perform background checks on all volunteers, including those who work with or around minors.

Standards:

Public Resources Code, Section 5164, and Penal Code, Section 11105.3

Resources:

A link to additional website resources on Criminal Background Check requirements is located on the California JPIA's website or the National Recreation and Park Association – Operation TLC2 "Making Communities Safe."

Action Item: 2019-029**Observations:**

The agency does not have a formal policy and procedure for notifying Cal/OSHA in the event an employee is involved in a serious injury or illness.

Action Required:

A formal policy and procedure should be developed to meet the requirement that Cal/OSHA be notified of serious injury or illness, or death of an employee. Develop a chain of command and designate a key person to notify Cal/OSHA when required.

Standards:

California Code of Regulations, Title 8, Section 342, and Section 330(h)

Resources:

A link to additional website resources has been provided and is located on the California JPIA's website.

Action Item: 2019-030**Observations:**

The agency has not developed a Transitional Return to Work Program.

Action Required:

Establish a written Transitional Return to Work Policy for injured or ill employees and volunteers and include this policy in both the Employee and Volunteer Handbooks and respective orientation programs. Individuals who cannot return to their previous work or volunteer functions, either temporarily or permanently, should be medically examined to determine their work capacity, and every effort should be made to accommodate transitional light duty requirements.

Transitional light duty assignments should be identified and developed before injuries occur to best ensure the effectiveness and success of the program. The agency should consider including individuals on light duty assignments in some of the various inspection programs recommended in other formal recommendations contained within this report.

Standards:

Best Risk Management Practices

Resources:

A sample policy has been developed and is located on the California JPIA's website.

Fleet and Driver Management**Action Item: 2019-031****Observations:**

Supervisors of commercial vehicle operators have not received the required drug and alcohol awareness training.

The agency's commercial drivers have not received training in alcohol and substance abuse awareness.

Action Required:

Provide required drug/alcohol awareness training to all supervisors overseeing drivers of commercial vehicles. Continue monitoring employees who operate vehicles for improper consumption of alcoholic beverages and use of controlled substances and enroll all commercially licensed drivers in a random drug and alcohol testing program.

Standards:

49 Code of Federal Regulation Part 40; 49 Code of Federal Regulations, Section 382.603

Resources:

Register for workshops online in the Resource Center on the California JPIA's website.

Action Item: 2019-032**Observations:**

The agency does not have a formal Commercial Vehicle Inspection Program.

Action Required:

Develop and implement a program to regularly inspect agency commercial vehicles to identify hazardous conditions that require repairs or preventive maintenance. A minimum inspection frequency of monthly is recommended.

Standards:

Best Risk Management Practices

Infrastructure Management**Action Item: 2019-033****Observations:**

The agency has conducted an ADA Self-Evaluation of agency facilities; however, it is not in writing.

Action Required:

Perform a written ADA Self-Evaluation of all public facilities. By January 26, 1993, each public entity was to have evaluated its services, policies and practices to determine their effect on accessibility of public facilities and modify them as necessary.

Standards:

Americans with Disabilities Act, Title II, Section 35.149-151; 28 C.F.R. § 35.104

Resources:

Assistance can be obtained from the following website links:
<http://www.ada.gov/websites2.htm>; <http://www.section508.gov>.

Action Item: 2019-034**Observations:**

The agency has not developed an ADA Transition Plan outlining the steps necessary to achieve barrier-free access.

Action Required:

Develop a formal ADA Transition Plan outlining the steps necessary to complete structural changes to facilities to achieve required accessibility.

Existing buildings were to have been retrofitted to eliminate barriers to program accessibility no later than January 26, 1995. Public entities with 50 or more employees were to have developed a Transition Plan by July 26, 1992. The Transition Plan must identify physical obstacles, describe how the agency will make facilities accessible, outline the schedule for each year's modification efforts, and indicate the official with responsibility for implementation of the Transition Plan as required.

Standards:

Americans with Disabilities Act, Title II, Section 35.149-151; 28 C.F.R. § 35.104

Resources:

Assistance can be obtained from the following website links:
<http://www.ada.gov/websites2.htm>; <http://www.section508.gov>.

Action Item: 2019-035**Observations:**

The agency does not have a formal ADA Grievance Policy or ADA Grievance Coordinator.

Action Required:

Develop a formal ADA Grievance Policy.

Agencies with 50 or more employees must designate a responsible person to coordinate efforts to comply with ADA, carry out responsibilities, and establish grievance procedures that provide for prompt and equitable resolution of complaints alleging prohibited actions.

Standards:

Americans with Disabilities Act, Title II, Section 35.107; 28 CFR Part 35 §35.107, Designation of Responsible Employee and Adoption of Grievance Procedures

Resources:

A sample policy has been developed and is located on the California JPIA's website.

Action Item: 2019-036**Observations:**

The agency has not developed an Asbestos and Lead-Based Paint Awareness Program.

The agency has not formally inspected its facilities for the presence of asbestos and lead-based paint.

Action Required:

Develop and implement an Operations and Maintenance Program to manage exposures to asbestos-containing materials and lead-based paint, consistent with the requirements of the California Code of Regulations, Title 8. The program should include employee awareness training. It should also contain a provision advising all employees, service vendors, contractors, and tenants of the known presence of asbestos-containing materials (ACM) and lead-based paint (LBP) in agency facilities, as well as any pre-1978 facilities that have not been sampled. Awareness training reduces the potential for any accidental disturbance of ACM and LBP, and it ensures that proper response procedures are initiated in the event of an incident.

Standards:

California Code of Regulations, Title 8, Sections 1529, 1532.1, 5198, and 5208
29 CFR 1910.1001, Toxic and Hazardous Substances; Asbestos

Resources:

A sample program is located in the Resource Center on the California JPIA website.

Action Item: 2019-037

Observations:

The agency website does not include Terms and Conditions.

Action Required:

Develop website Terms and Conditions and post them to the agency's website.

Standards:

Best Risk Management Practices

Resources:

A sample policy has been developed and is located on the California JPIA's website.

Action Item: 2019-038

Observations:

A Tree Inspection and Maintenance Program has not been developed or implemented.

Action Required:

Develop and implement a Tree Inspection and Maintenance Program.

Standards:

Best Risk Management Practices

Resources:

A sample policy has been developed and is located in the Resource Center on the California JPIA's website.

Action Item: 2019-039

Observations:

The agency has not established formal sidewalk maintenance and repair standards.

Action Required:

Develop and implement formal inspection and repair standards to guide the inspection and maintenance of sidewalks and related infrastructure features.

Standards:

Best Risk Management Practices

Resources:

A sample policy has been developed and is located on the California JPIA's website.

Action Item: 2019-040

Observations:

While some of the storm drain covers have been retrofitted to ensure that bicycle tires cannot get trapped in grid patterns that run parallel to the direction of traffic, many have not.

Action Required:

Retrofit remaining storm drain covers for bicycle safety.

Standards:

Best Risk Management Practices

Action Item: 2019-041**Observations:**

The Agency does not have design plans for all major roadways and related infrastructure.

Action Required:

To preserve design immunity, a comprehensive index should be developed and matched to all major roadways. Identify missing roadway design plans and develop a program to recreate any missing plans through a review of those specific roadways and approval by Council or through those granted discretionary authority.

Standards:

Best Risk Management Practices

Resources:

California JPIA White Paper Series: The Design Immunity

Action Item: 2019-042**Observations:**

The following observations were made at the Wescove Day Care:

- Some of the doormats were torn, curled, and/or damaged. This condition poses trip/fall hazards.
- One or more of the illuminated exit signs observed were only partially lit.

Action Required:

Repair or replace doormats at front entrance of the day care.

Exit signs should be equipped with light bulbs for all sockets so that the signs are still illuminated even if one bulb fails.

Standards:

California Code of Regulations, Title 8, Section 3273, Working Area; 29 CFR 1910.22 General Requirements - Walking-Working Surfaces; California Fire Code, Section 1011, Exit Signs; California Fire Code, Section 1011.2, Illumination; California Code of Regulations, Title 24, Section 1006, Means of Egress Illumination; NFPA 101, Chapter 5 - Means of Egress



Action Item: 2019-043**Observations:**

The following observations were made at the Public Works Department - Maintenance Division:

- At least one of the ladders observed was unsecured and leaning against the wall. These ladder storage practices pose falling object hazards.
- Cross bars were missing from storage racks.
- Compressed gas cylinders were not properly secured.

Action Required:

Ladders should be stored on wall hooks or secured with ropes, straps, or chains to prevent them from falling if struck or during seismic activity.

Determine if current storage racks can safely support the intended load.

Secure compressed gas cylinders with one or more restraints to prevent falling caused by contact, vibration or seismic activity.

Standards:

California Code of Regulations, Title 8, Section 3241, Live Loads; 29 CFR 1910, Subpart D - Walking-Working Surfaces; California Government Code, Section 835 California Fire Code, Section 3003.5.3; 29 CFR 1910.101, Compressed Gases (General Requirements)



Action Item: 2019-044**Observations:**

The fire extinguishers are not inspected on a monthly basis.

Action Required:

Ensure that fire extinguishers are visually inspected monthly, consistent with the requirements of Cal/OSHA and California Fire Code.

Standards:

California Fire Code, Section 906, Portable Fire Extinguishers; California Code of Regulations, Title 8, Section 6151, Portable Fire Extinguishers

**Action Item: 2019-045****Observations:**

It was not determined whether emergency eyewash stations are inspected and tested on a regular basis.

Action Required:

All emergency eyewash stations should be tested and flushed weekly to verify proper operation. Plumbed units should be flushed for a minimum of three minutes.



All inspection information should be documented and maintained for a minimum of one year.

Standards:

California Code of Regulations, Title 8, Section 5162, Emergency Eyewash and Shower Equipment; 29 CFR 1910, Subpart K - Medical and First Aid

Parks and Playground Management

Action Item: 2019-046

Observations:

Detailed installation, maintenance, inspection, and repair records were not available for each piece of playground equipment.

Action Required:

Detailed installation, maintenance, inspection, and repair records for each piece of playground equipment should be established, maintained, and documented.

Standards:

California Health and Safety Code, Sections 115725-115735; CPSC, Publication 325, Public Playground Safety Handbook

Action Item: 2019-047

Observations:

Not all agency-owned playgrounds have been audited by a Certified Playground Safety Inspector (CPSI).

Action Required:

All playgrounds must have an initial inspection completed by a Certified Playground Safety Inspector (CPSI) prior to their use.

Standards:

U.S. Consumer Product Safety Commission's Public Playground Safety Handbook; California Health and Safety Code Sections 115725 – 115750

Action Item: 2019-048**Observations:**

The agency does not have a comprehensive Playground Inspection and Maintenance Program.

Playground inspection and maintenance is contracted through a third party.

Action Required:

A formal, written Playground Safety and Risk Management Program should be developed to include the following:

- A formal policy specifying playground inspection, maintenance, and repair standards;
- An initial audit of playground facilities by a Certified Playground Safety Inspector (CPSI);
- Provision of required signage/labels;
- Ongoing inspection, repair, and maintenance standards;
- Phasing out and/or replacement of hazardous and/or noncompliant equipment;
- Ongoing renovation as needed to comply with ADA accessibility standards; and
- Recordkeeping/documentation standards.

The policy requirements should be outlined in the third-party agreement.

Standards:

ASTM 1487, Standard Consumer Performance Specifications for Playground Equipment for Public Use; U.S. Consumer Product Safety Commission's Public Playground Safety Handbook; California Health and Safety Code Sections 115725 – 115750

Resources:

A sample checklist has been developed to augment parks and playground inspection programs, which are located on the California JPPIA's website.

Action Item: 2019-049**Observations:**

The playground equipment coating was peeling or otherwise deteriorated at CA Parquette.

Action Required:

The equipment should be repaired or replaced in accordance with the manufacturer's recommendations.

Standards:

U.S. Consumer Product Safety Commission's Public Playground Safety Handbook; California Health and Safety Code Sections 115725 – 115750



Action Item: 2019-050**Observations:**

The playgrounds at the following parks require preventative maintenance:

- Orangewood Park - peeling signage and graffiti present
- CA Parquette - signage missing or peeling and litter observed
- Cortez Park - signage missing or peeling
- Big League Dreams - signage missing

Action Required:

Focus maintenance on playground equipment, repairing or replacing damaged or worn parts, and fastening devices.

Required signage and/or labels should be repaired or replaced when they become faded, deteriorated, or illegible.

All informational signs should be periodically reviewed for clarity and legibility.

Signs and labels should comply with the description found in Section 14 of ASTM F1487.

Improve housekeeping at CA Parquette.

Graffiti that is allowed to remain visible invites additional graffiti. Prompt response to graffiti is a proven deterrent to future graffiti.

Standards:

U.S. Consumer Product Safety Commission's Public Playground Safety Handbook;
California Health and Safety Code Sections 115725 – 115750

Resources:

Sample checklists have been developed and are located on the California JPIA's website.



Action Item: 2019-051**Observations:**

The surfacing beneath the playgrounds at CA Parquette and Cortez Park are not properly maintained.

The transition from the concrete to the playground areas was uneven.

These conditions pose trip/fall hazards.

Action Required:

Depending on the playground location, weather conditions, watering patterns, and frequency of use, weekly maintenance may be necessary to ensure adequate depth and to loosen surfacing material that may have become compressed.

Improve maintenance of playground protective surfaces. Add more surfacing to fall zones and the most frequently used play areas. Make sure that the surfacing under and around playground equipment is uncompressed and of an appropriate depth.

Standards:

U.S. Consumer Product Safety Commission's Public Playground Safety Handbook; California Health and Safety Code Sections 115725 – 115750



Action Item: 2019-052**Observations:**

Park inspection and maintenance is contracted through a third party.

The Agency should develop a formal inspection policy and include in the third-party agreement.

Action Required:

Perform regular, formal inspections of parks and fields to identify hard ground; damaged, depressed, or protruding irrigation components; excessive wet areas; missing delineations; holes or divots in the play surface; foreign objects; and fields in need of reseeding. Inspections should also include a review of park lighting, walking surfaces, benches/bleachers, fences, parking areas, and other site-specific features. Identified deficiencies should be corrected in accordance with agency policy.

Resources:

A sample checklist has been developed to augment parks and playground inspection programs, which are located on the California JPIA's website.

Action Item: 2019-053**Observations:**

The Skate Park's rules sign is small and deteriorating. Some rules, like when the park allows mixed use, were not readily apparent.

Graffiti was present in some areas. The presence of graffiti invites additional graffiti. Prompt response to graffiti is a proven deterrent to future graffiti.

The agency does not formally inspect the Skate Park.

Participants at the Skate Park were not using helmets and mixed use was observed when it is not allowed.

Action Required:

The skate park rules should be re-printed in a large, clear format that can be easily read from ten feet away. The signs should reference the information noted in Section III (10) of the California JPIA's Recommended Risk Management Guidelines for skate parks.

Graffiti should be removed.

Formal inspections should be conducted at the Skate Park. Documentation should take form of checklists or other similar documentation. Records of corrective actions should be retained.

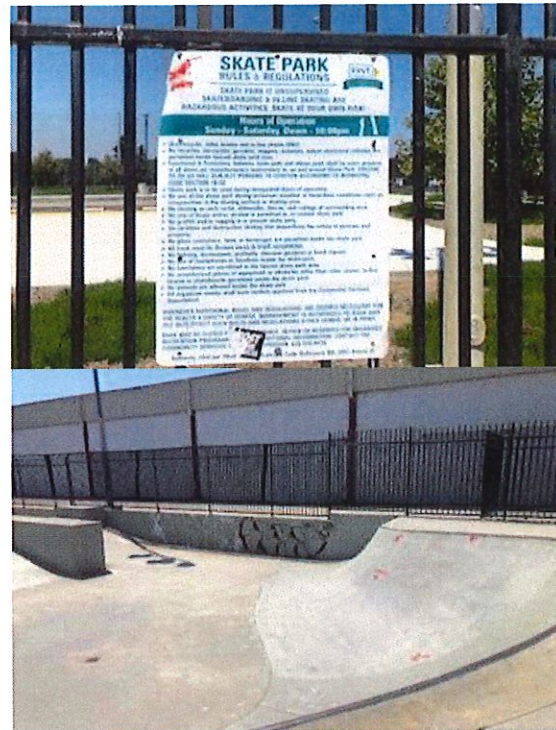
Ensure the agency's existing skate park ordinances are followed and enforced.

Standards:

Best Risk Management Practices

Resources:

AB1296 Section III (10) of the California JPIA's Recommended Risk Management Guidelines for Skate Parks.



Action Item: 2019-054**Observations:**

A temporary makeshift ramp was observed at the entrance to the Skate Park.

The damaged ramp is a trip and fall hazard.

Action Required:

Repair, replace, or remove the ramp.

Standards:

California Code of Regulations, Title 8, Section 3203

**Action Item: 2019-055****Observations:**

It was not determined whether the bleachers/grandstands are inspected and serviced on a regular basis.

Bleacher structures and grandstands present a loss exposure due to falls and/or structure failure.

Action Required:

Retrofit or replace bleachers that do not meet the current guidelines for bleachers.

The grandstands and bleachers should be inspected annually and required maintenance performed to ensure safe conditions. At least biennially, the inspection should be performed by a professional engineer or registered architect. If required by the authority having jurisdiction, the agency should provide certification that both inspections have been performed.

Standards:

U.S. Consumer Product Safety Commission's Publication Number 330-000011, Guidelines for Retrofitting Bleachers; National Fire Protection Association (NFPA) 102, Standard for Grandstands, Folding and Telescopic Seating, Tents, and Membrane Structures; Publication 330, Guidelines for Retrofitting Bleachers, United States Consumer Product Safety Commission; California Code of Regulations, Title 24, Section 1028.1.1, Bleachers

Resources:

A link to the Guidelines for Retrofitting Bleachers is located on the California JPIA's website.

Recreation and Community Services**Action Item: 2019-056****Observations:**

The agency's waiver requires the participant or participant's parent/guardian to hold the agency harmless from any liability. Participant waivers should not release any party from any act or omission of gross negligence, as the term is used in applicable case law and/or statutory provision.

Action Required:

Revise the participant waiver to conform to accepted best practices, using the suggested language outlined in the Contractual Risk Transfer for California Public Agencies Manual.

Resources:

Contractual Risk Transfer for California Public Agencies manual. California JPIA, Seventh Edition, 2018

Action Item: 2019-057**Observations:**

Waivers for minors are retained for only one year.

Action Required:

Waivers involving minors should be retained for at least three years after the participant has reached 18 years old. The agency's Records Retention Policy should be revised as needed to reflect this policy. Waivers should be retained in accordance with the agency's Records Retention Policy.

Standards:

Best Risk Management Practices

Action Item: 2019-058**Observations:**

Contracted instructor agreements are not required to provide insurance; however, they are still required to sign agreements with indemnity language.

Action Required:

Include appropriate indemnity language in agreements with contractor instructors and require sufficient insurance to support the indemnity provisions.

Standards:

Best Risk Management Practices

Resources:

Contractual Risk Transfer for California Public Agencies manual. California JPIA, Seventh Edition, 2018

Action Item: 2019-059**Observations:**

Certain contractors, including Independent Contractors for recreation classes, are not providing certificates of insurance.

By properly managing its contracts, the agency can reduce its loss exposures and likewise reduce disputes with contractors and their insurers when a loss occurs.

Action Required:

Develop contract documentation tracking procedures to monitor contractor compliance with contract provisions and to ensure that insurance documents required in contracts are received in a timely fashion. Develop a system to ensure that contractors provide certificates of insurance and policy endorsements before they are allowed to begin work. Contractors should be notified immediately in writing when insurance documentation is deficient or is not received as required.

Resources:

Contractual Risk Transfer for California Public Agencies manual. California JPIA, Seventh Edition, 2018

Action Item: 2019-060**Observations:**

The agency does not have written agreements for all individuals or groups who use the agency's recreational facilities.

Action Required:

Utilize rental agreements with all agency facility renters. The rental agreement should include indemnification and hold harmless language, and it should contain insurance requirements as recommended by the California JPIA. Require facility renters to provide evidence of sufficient insurance to support the indemnity agreements in the facility rental agreements.

Compliance with insurance requirements should be monitored and consistently enforced.

When third-party users do not have, or are unable to obtain general liability insurance, consider using the California JPIA Special Event Coverage when possible.

Standards:

Best Risk Management Practices

Resources:

A sample facility rental agreement has been developed and is located on the California JPIA's website.

Action Item: 2019-061

Observations:

The agency does not have a policy addressing at what age staff or volunteers are permitted to work around minors.

It is important to note that juvenile criminal records may not be accessible and/or disclosed to the agency.

Action Required:

Develop and implement a policy specifying what age an employee or volunteer is permitted to work around youth unsupervised. Provide training to staff and volunteers on all provisions of the policy.

Standards:

Best Risk Management Practices

Law Enforcement Services**Action Item: 2019-062****Observations:**

The following was observed at the Police Department:

- Evidence of leaks and/or other water intrusion were present in the server room and the female jail cell. Some of the damage appears to be potentially substantial. Water intrusion and the presence of moisture in building materials can foster the growth of mold and mildew.
- Regulated hazardous waste was idly stored. It was not determined whether plans were in place to remove this waste.
- Computer room server data cables are unorganized and could present a trip and fall hazard.
- Electric panelboards and switchboards were obstructed with stored materials and/or furnishings. Obscuring and obstructing electric panelboard cabinets and/or switchboards delays or prevents access in an emergency.

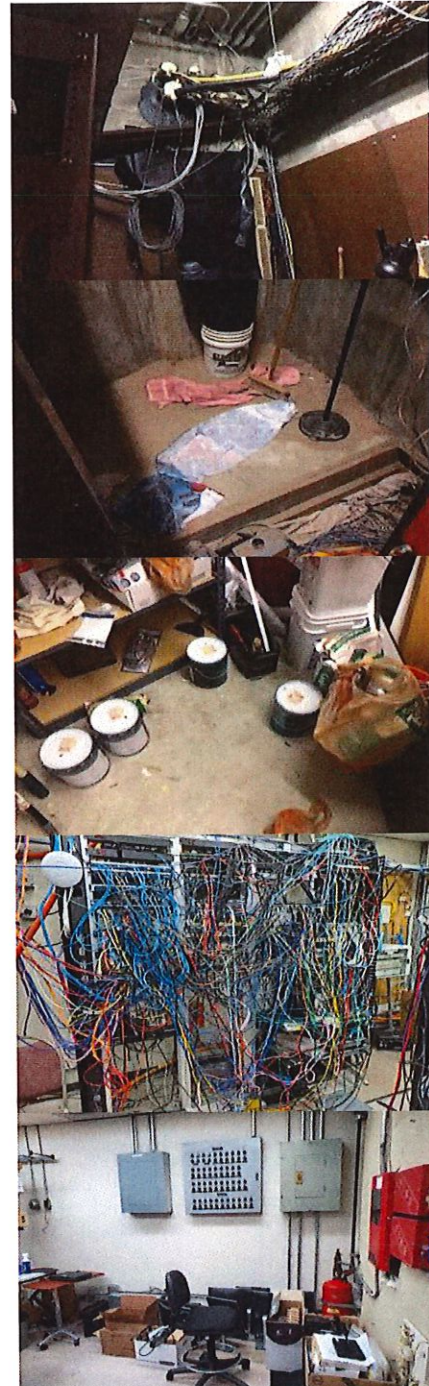
Action Required:

The source of the water intrusion should be determined and corrective action taken to prevent recurrence.

Wall coverings, ceiling tiles, floor coverings, and wall and ceiling insulation should be inspected to identify the presence of damage or mold growth. Both exposed and concealed surfaces should be inspected.

Damaged and contaminated materials should be removed and disposed of in a way that prevents their continued use.

The entire damaged or contaminated area should be cleaned and disinfected with an effective fungicide prior to installing new materials.



Regulated waste should be stored and removed in accordance with Agency policy and other applicable regulations.

Practice cable management in server room to avoid potential trip & fall injuries.

Ensure that all electric panels in agency facilities have clear and unobstructed access (minimum 30-inch clearance) and are properly labeled, closed, and latched, consistent with the requirements of California Fire Code.

Standards:

California Code of Regulations, Title 8, Section 3362, Sanitation, General Requirements; California Code of Regulations, Title 8, Section 3203 (a) (4); California Code of Regulations, Title 8, Section 2340.16, Work Space About Electric Equipment; California Code of Regulations, Title 19, Section 3.01, Basic Electrical Regulations; California Code of Regulations, Title 24, Part 9, California Fire Code, Section 605.3, Working Space and Clearance; 29 CFR 1910, Subpart S - Electrical

Fire Department Operations

Action Item: 2019-063

Observations:

Evidence of leaks and/or other water intrusion was present at Fire Station 1.

Water intrusion and the presence of moisture in building materials can foster the growth of mold and mildew.

Action Required:

The source of the water intrusion should be determined and corrective action taken to prevent recurrence.



Wall coverings, ceiling tiles, floor coverings, and wall and ceiling insulation should be inspected to identify the presence of damage or mold growth. Both exposed and concealed surfaces should be inspected.

Damaged and contaminated materials should be removed and disposed of in a way that prevents their continued use.

The entire damaged or contaminated area should be cleaned and disinfected with an effective fungicide prior to installing new materials.

Standards:

California Code of Regulations, Title 8, Section 3362, Sanitation, General Requirements; California Code of Regulations, Title 24, Section 3401.2, Maintenance

Report Summary

The information noted in this report is based upon an assessment of your agency's overall operations. Because the evaluation is only a snapshot in time, your agency should continue evaluating its risk management practices, and take action as necessary when conditions change. Your agency need not wait on a formal process to identify its risk exposures.

Each observation was carefully documented, and attention was given to ensure its accuracy. The observations identify risk exposures that, if not addressed, have the potential to adversely impact your agency's operations. Thank you again for your partnership in completing this undertaking.



Agency Exemplar

An Agency Exemplar has a structure in place to effectively lead agency-wide risk management policies and practices. These policies and practices are part of the organizational culture. Such policies and practices include the adoption and implementation of the following:

1. Injury and Illness Prevention Program
2. Citizen complaint logging system
3. Americans with Disabilities Act Compliance Program
4. Safety/risk management committee
5. Records retention policy
6. Employee training programs
7. Environmental protection programs
8. Contracts administration
9. Evaluation of general liability claims for frequency and severity trends
10. Evaluation of workers' compensation claims frequency and severity trends

As the agency's leadership embraces risk management through agency-wide policies and practices, each department and division will have their own areas of responsibilities including:

1. Human Resources

- Personnel manual
- Employee handbook
- Standard hiring practices
- Safety manual
- Cal/OSHA compliance training
- Discrimination and harassment training
- Discrimination and harassment complaint processing
- Management, direction, and control of volunteers
- Violence in the work place policy
- OSHA 300 log and summary
- DMV pull notice
- Proper driver licenses
- Supervisor training for reasonable suspicion testing for drug/alcohol abuse
- Transitional return to work policy
- Interactive/reasonable accommodation process (ADA/FEHA)
- Job descriptions include job function analysis elements
- Social media policy
- Mandated reporter program and training

2. Public Works/Public Service

- Supervisor Training
- Safety training for field personnel based on job duties
- Water treatment
- Water distribution
- Wastewater treatment
- Sanitary sewer operations
- Confined space
- Trench spaces
- Facilities maintenance
- Fleet maintenance
- Vehicle inspection and maintenance programs
- Traffic control
- Lockout/Blockout program
- Sidewalk inspection and maintenance program
- Tree inspection and maintenance program
- Defensible space/vegetation management program
- Proper driver licenses

3. Facilities and Infrastructure

- Asbestos and lead based paint operations and maintenance programs and awareness training
- Facility inspection and maintenance program
- Pavement management inspection and maintenance program
- Parks and playground inspection and maintenance program
- Streetlight inspection program
- Power generation facilities protocols
- Evaluation of property claims for frequency and severity trends

4. Recreation and Community Services

- Participant waivers and application program
- Facility use procedure and agreements
- Proper indemnification and hold-harmless clauses in contracts
- Compliant day care programs
- Mandated reporter program and training

5. Animal Control (not applicable to agency)

- Employee training
- Policies and procedures for handling of animals
- Waivers and indemnity agreements for animal release or adoption

6. Police Services (not applicable to agency)

- Lexipol policy manual and daily training bulletin service
- POST training requirements



7. Fire Services (not applicable to agency)

Policy manual in place and current
Hearing protection
Special operational programs and training
Hazardous material
Trench rescue
Swift water rescue
Confined space entry
Advanced Life Support

Managed risks are of great importance. The consequences of ignoring their importance include lost employee time, increased operational costs and payment of claims.

Furthermore, an agency's fiduciary responsibility means that it owes a high standard of care to protect public funds. More importantly, the obligation to safeguard workers, the public, and assets should compel every organization to manage risk effectively.

An Agency Exemplar must manage risk exposures by:

1. Examining feasible alternative for addressing exposures
2. Selecting and implementing best risk management techniques
3. Monitoring results of the chosen techniques to ensure effectiveness, and modify if necessary

An Agency Exemplar must also view risk management holistically by recognizing its scope:

1. Casualty and/or hazard risk (accidents – including property, liability, personnel)
2. Cash flow risks (insufficient cash or assets to function normally in the event of a major loss)
3. Operational risk (not being able to fulfill the organization's mission, exposing the stakeholders, lack of succession planning)
4. Political risk (adverse action of governments that might expropriate or excessively restrict or tax an organization's assets and activities)
5. Technological risk (failure to keep pace with changes in operating techniques, and security protection)
6. Reputational risk (risk of loss resulting from not being able to maintain a good name or standing)

In conclusion, an Agency Exemplar begins and ends with the belief that an individual who is charged with managing the organization overall, then creates a culture in which all others similarly are committed to risk management.

It is the Authority's desire to support each member in becoming an Agency Exemplar. The Authority is committed to assisting each member in working toward this goal.

CALIFORNIA UNIFORM PUBLIC CONSTRUCTION COST ACCOUNTING ACT FREQUENTLY ASKED QUESTIONS (FAQs)

These FAQs have been compiled to assist agencies that are participating in the California Uniform Public Construction Cost Accounting Act (the Act), as contained in Public Contract Code (PCC) Section 22000, et seq. All references are to PCC, unless otherwise stated.

1. What is the Uniform Public Construction Cost Accounting Act?

The Act is legislation that was enacted in 1983 to help promote “uniformity of the cost accounting standards and bidding procedures on construction work performed or contracted by public entities in the state” (Section 22001). The Act is a voluntary program available to all public entities in the State, but it applies only to those public agencies that have “opted in” to the provisions set forth by the Act using the processes outlined in the Act. The entirety of the Act is found at Sections 22000-22045.

2. What are some of the key provisions of the Act?

The Act allows for public project work in the amount of \$60,000 or less to be performed by a public agency’s force account using the public agency’s own resources, or by negotiated contract, or by purchase order (Section 22032(a)). Public projects in the amount of \$200,000 or less may use the informal or formal bidding procedures set forth in Section 22032(b) or (c) of the Act. Public projects at a cost of more than \$200,000 must use formal bidding procedures to let the contract pursuant PCC Section 22032(c).

3. What are the benefits of the program?

- Increased force account limit for public agencies;
- Simplified bidding for projects that are \$200,000 or less;
- Reduced number of formal bids based on project size; and
- Expedited contracting for projects under \$200,000.

Many participating agencies appreciate the program because it has given them more leeway in the execution of public works projects under a certain dollar amount; sped up the award process; expedited project delivery; reduced the time, effort, and expense associated with bidding projects under \$200,000; and simplified administration for those projects. Few agencies have experienced challenges with the accounting requirements and overhead provisions. Moreover, adjustments, when required, have been relatively simple; most required procedures were already in place, so there were few, if any, major changes to existing operations. The current Standard Accounting Codes Structure satisfies reporting requirements when used properly.

4. Is the Uniform Public Construction Cost Accounting Act mandatory for public agencies?

No. The Act is a voluntary program requiring a public agency to “opt in” using the process outlined in the Act.

5. How does a public agency become subject to the Act?

The governing body must elect by resolution to become subject to the Act and must file a copy of the approved resolution with the State Controller’s Office (Section 22030). Sample documents are available at:

http://www.sco.ca.gov/ard_cuccac.html. Once an agency has opted into the Act, it will remain a part of the program.

6. May a public agency withdraw from the Act?

Yes. An agency may withdraw from the Act by filing with the State Controller’s Office an approved resolution of the agency’s election to withdraw that was made during a public meeting of the agency’s governing body.

7. Must a participating agency “opt in” to the Act annually?

No. Once a participating agency “opts in” to the Act, the agency remains subject to the Act until it “opts out” of the Act.

8. What is the California Uniform Construction Cost Accounting Commission?

The Commission was created to administer the Act, per Section 22010. It consists of 14 members: 13 members appointed by the State Controller and the License “A” member of the Contractors’ State License Board. Seven members represent the public sector (counties, cities, school districts, and special districts). Six members represent the private sector (public works contractors and unions). The Commission members receive no salary, but are eligible for reimbursement of their direct expenses related to the Commission.

9. What are the Uniform Public Construction Cost Accounting Procedures?

These procedures are to be used for tracking costs for work performed by an Agency’s own forces on a “project” as defined by the Act (Section 22002(c)). The procedures do not apply to operations or maintenance work, or any work that meets the criteria listed in Section 22002(d).

These procedures are intended to capture and record all direct and indirect labor, materials, equipment, subcontractors, and supervision costs, as well as the appropriate overhead costs for the public agency associated with each “project” it performs with its own forces. The procedures follow industry-standard accounting methods, and in many cases are not much different from those already in place at most agencies. Sample forms are available in the CUCCAC Cost Accounting Policies and Procedures Manual at http://www.sco.ca.gov/Files-ARD-Local/CUCCAC_Manual.pdf

School districts may use the Standard Accounting Code Structure to comply with tracking requirements.

10. Are the cost accounting procedures applicable for agencies whose work forces perform only maintenance tasks as defined in the Act and that contract all of their public projects to third parties?

No. The cost accounting procedures are applicable only for agencies that perform public project work such as construction and alteration by force account or otherwise. As maintenance does not constitute a “project” under the Act, the cost accounting procedures do not apply.

11. When are participating agencies required to advertise if they choose to maintain a list of qualified contractors?

At least once per calendar year, each Public Agency that has elected to become subject to the Act and intends to use the notice provisions outlined in Section 22034(a) must establish a new list or update its existing list of qualified contractors by mailing, faxing, or emailing written notice to all construction trade journals designated for that Agency under Section 22036. The notice must invite all licensed contractors to submit the name of their firms to the Agency for inclusion on the Agency’s list of qualified bidders for the following twelve (12) months. Effective January 1, 2016, a participating agency can choose a specific date of their choice in which to renew its list of qualified contractors.

12. May an agency that chooses to maintain a list add a contractor to the list at any time during the year?

Yes.

13. What is meant by the term “qualified contractors” as used in section 22034(a)(1) of the Act?

Qualified contractors are contractors licensed by the State to perform the subject work. The Commission has determined that nothing in the Act prohibits a participating agency from using additional objective pre-qualification standards in the formation and maintenance of their Qualified Contractors Lists if they so desire.

14. Can a public agency disqualify or exclude certain contractors from the Qualified Contractors List required in Section 22034(a)(1)?

Agencies may disqualify contractors from Qualified Contractors Lists when the contractors fail to furnish information to meet the minimum criteria as established by the Commission.

15. For agencies that do not maintain an informal bidders list, are they allowed to choose who would get notifications of projects?

No. Section 22034(a)(2) provides for notifications to construction trade journals and exchanges in lieu of sending notifications to contractors on an informal bidders list. An agency may send notices to selected contractors provided it has also met the advertisement requirements of Section 22034(a).

16. What is the difference between “qualifying contractors” under the Act and “prequalification of contractors” by school districts under Section 20101?

Qualifying contractors is a process that allows contractors to register with a public agency for notification of public works opportunities. The prequalification process under Section 20101 is a more complex process that requires a standardized questionnaire and evaluation of contractors using standard scoring criteria. The prequalification process is applicable under the Local Agency Public Construction Act, and does not apply to the Uniform Public Construction Cost Accounting Act.

17. Must a public agency a) notify contractors about public projects if the contractors are believed to not have the skills, credentials, or experience to perform the work required for the public project; and b) consider bids submitted by contractors that the public agency believes do not have the skills, credentials, or experience to perform the work?

a) Yes. If a contractor is on the Qualified Contractors List, the contractor must be notified by the agency of public projects for which he or she is licensed to perform (Section 22034(a)(1)).

b) All bids received must be considered, unless an agency makes appropriate legal findings that a contractor is not legally responsible or his or her bid is not responsive.

18. Does the Act allow flexibility in cases of emergency and when repair or replacements are necessary to permit the continued conduct of a public agency’s operations or services?

Yes. For the purposes of the Public Contract Code, an “emergency” is defined at Section 1102 as “a sudden, unexpected occurrence that poses a clear and imminent danger, requiring immediate action to prevent or mitigate the loss or impairment of life, health, property, or essential public services.”

The Act sets forth in Section 22035(a) how a governing body should proceed in case of emergency repairs or replacements. This section states:

In cases of emergency when repair or replacements are necessary, the governing body may proceed at once to replace or repair any public facility without adopting plans, specifications, strain sheets, or working details, or giving notice for bids to let contracts. The work may be done by day labor under the direction of the governing body, by contractor, or by a combination of the two.

Section 22050 et seq., provides the emergency contract procedures to be followed in these cases.

19. Do the alternative bidding procedures apply only to public projects as defined in Section 22002(c)?

The alternative bidding procedures apply only to work that constitutes a “public project” as defined in Section 22002(c) and has a construction cost within the

limits described in Section 22032. The alternative bidding procedures are not required for the purchase of goods or materials that are not part of a “public project.”

However, as outlined in Section 22003, a participating agency may also use the alternative bidding procedures when contracting for maintenance or other work that does not fall within the definition of a “public project” if it so chooses.

20. What will membership in the Act cost my agency?

Nothing. There are no membership fees or dues. However, the Commission does accept grants to assist it in carrying out its duties (Section 22015(c)).

21. What are the most common concerns addressed by the Act?

These are:

- Cost accounting policies and procedures;
- Informal bidding procedures; and
- Accounting procedures review.

Cost accounting requirements for the Act follow those common to the construction industry. The informal bidding on public projects up to \$200,000 is seen by agencies as an effective tool to expedite completion of small projects. While an accounting procedures review could potentially hold up a project for a minimum of 45 days pursuant to Section 22043(c)(1), these types of reviews have been rare in the Commission’s history.

22. Must an agency calculate an overhead rate to apply the accounting procedures?

No. Cities with populations of less than 75,000 must assume an overhead rate equal to 20% of the total costs of the public project, including the costs of material, equipment, and labor (Section 22017(b)(1)). Cities with a population of more than 75,000 may either calculate an actual overhead rate or assume an overhead rate of 30% of the total costs of a public project including the costs of materials, equipment, and labor (Section 22017(b)(2)).

23. When a public entity opts into the Act, does the Act supersede other contracting legal requirements such as statutory requirements for performance bonds, prevailing wages, and certificates of insurance, etc.?

No. The Act supersedes only the bidding procedures used once a public agency has opted into the Act and has notified the Controller. All other contracting requirements of the PCC remain applicable.

24. Can a public agency claim to be to be exempt from following all of the requirements in Public Contract Code by claiming it only has to follow the language and procedures within the Act?

No. The Act is part of the Public Contract Code; therefore, if the Act is silent on a particular matter, then the Public Contract Code applies on that matter.

25. If public agencies are not following the advertising requirements in the Act, will the Commission address those agencies? Can a complaint be brought to the Commission?

Yes. Recent legislative changes have expanded the Commission's authority to enforce provisions of the Act. The Commission may review complaints filed by interested parties when evidence is provided that:

- The participating agency performed work after rejecting all bids, claiming it could do the work less expensively (Section 22042(a)).
- The work performed exceeded the force account limits (Section 22042(b)).
- The work was improperly classified as maintenance (Section 22042(c)).
- A public agency did not comply with the informal bidding procedures set forth at Section 22034 (Section 22042.5).

26. Section 20112 specifically requires school districts to advertise twice for a two-week period, while Section 22037 requires advertising once, 14 days in advance of the date of opening of bids. How do participating school districts reconcile this conflict?

When the Act is in conflict with any other section in the Public Contract Code, the Act shall supersede. The Act requires advertising once, 14 days in advance of the date of opening of bids. Districts participating in the Act may choose to maximize their outreach by advertising twice.

27. May a public agency contract separately for like work at the same site at the same time using the under \$60,000 Force Account method?

No. Section 22033 states:

It shall be unlawful to split or separate into smaller work orders or projects any project for the purpose of evading the provisions of this article requiring work to be done by contract after competitive bidding.

Separating "like work" would be permitted only if the total of all the "like work" is less than \$60,000. If the work is more than \$60,000, it must be advertised and bid according to the provisions of the Act (i.e. bid informally if the total amount is less than \$200,000; bid formally if the total amount exceeds \$200,000).

28. May a public agency bid out two separate projects that occur at the same time and site, but are different types of work?

Yes. There is no violation if the work is competitively bid. If an agency wishes to use the negotiated or informal bidding processes, it must apply the

appropriate limits to each of the projects. Each project must be separate in scope. Projects may not be separated by trade to avoid bidding. If the total of all jobs is greater than \$60,000 then the informal or formal bid limits apply.

29. Can an agency separately bid out for the materials and supplies on a project to avoid contractor markup and then bid out for the installation labor or perform installation with its own forces?

An agency may separately procure the materials and supplies for a project; however, all costs (materials, supplies, labor) of a project must be included in the project cost estimate to determine whether the project falls within the force account, informal bid, or formal bid thresholds.

In addition, if installation is performed by force account, an overhead rate must be applied to all direct costs of the project and included in the cost estimate. For example, if materials/supplies cost \$50,000 to procure separately and the estimated labor cost to install is \$25,000, the project could not be performed with force account, but would fall within the informal bid threshold because the total cost estimate is \$75,000.

30. Must a value be assigned to the volunteer labor when the California Conservation Corps or another volunteer organization provides labor on a public project?

No. Volunteer labor from volunteer organizations does not need to be included as a cost of a public project for bid limit purposes as long as no costs are associated with the volunteer labor.

31. By opting into the Act, does a public agency automatically bring all of its component divisions or departments into the Act?

Yes. When a public agency elects to become subject to the uniform construction cost accounting procedures, the entire legal entity is considered subject to the Act and no divisions or departments are exempt.

32. When a public agency opts into the Act, does it automatically bring all districts under control of its governing Board into the Act?

No. Special Districts, which are governed by a board of supervisors or city council, are subject only if a separate election is made for each special district.

33. PCC 22034 requires that participating agencies adopt an Informal Bidding Ordinance. What do schools and special districts that cannot adopt Ordinances do to comply?

Agencies that do not have the ability to adopt Ordinances should discuss Section 22034 compliance with their legal counsel.

Additional inquiries and questions may be directed by email to LocalGovPolicy@sco.ca.gov, or by regular mail to:

State Controller's Office
Local Government Programs and Services Division
Local Government Policy Section
P.O. Box 942850
Sacramento, CA 94250



AGENDA STAFF REPORT

City of West Covina | Office of the City Manager

DATE: April 6, 2021

TO: Mayor and City Council

FROM: David Carmany
City Manager

**SUBJECT: CONSIDERATION OF RESOLUTION AMENDING THE SALARY SCHEDULE FOR
FULL-TIME CLASSIFICATIONS FOR THE CITY OF WEST COVINA**

RECOMMENDATION:

It is recommended that the City Council adopt the following resolution:

**RESOLUTION NO. 2021-24 - A RESOLUTION OF THE WEST COVINA CITY COUNCIL APPROVING
AN AMENDED SALARY SCHEDULE FOR FULL-TIME CLASSIFICATIONS OF THE CITY OF WEST
COVINA**

BACKGROUND:

Public agencies report pay rates to CalPERS. Government Code sections 20636, 20636.1, 7522.34 (a) and corresponding sections of Title 2 of section 570.5 of the California Code of Regulations (CCR) require that all CalPERS employers maintain their compensation levels in a publicly available document, approved and adopted by the governing body.

On January 6, 2021, the Human Resources Commission approved the proposed Assistant Finance Director job description and salary grade adjustment and repealed and replaced the following job descriptions: Building/Engineering permit Technician, Building Inspector and Building Official with the proposed Permit Technician, Building Inspector I and Chief Building Official job descriptions. The changes were subsequently taken to City Council and approved on January 19, 2021.

DISCUSSION:

The updated full-time salary schedule, included as Exhibit "A" to Attachment No. 1, reflects changes in the building and safety classification title series and approved salary grade adjustment for the Assistant Director of Finance classification.

Prepared by: Helen Tran, Director of Human Resources/Risk Management Department

Fiscal Impact

FISCAL IMPACT:

No fiscal impact to update salary schedule.

Attachments

Attachment No. 1 - Resolution No. 2021-24

CITY COUNCIL GOALS & OBJECTIVES: Achieve Fiscal Sustainability and Financial Stability

RESOLUTION NO. 2021-24

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF WEST COVINA, CALIFORNIA, AMENDING THE
SALARY SCHEDULE FOR FULL-TIME
CLASSIFICATIONS OF THE CITY OF WEST COVINA**

WHEREAS, Section 2-205 of the City of West Covina's ("City") Municipal Code provides that the compensation of employees shall be fixed as set forth in the Municipal Code or by resolution of the City Council; and

WHEREAS, on January 6, 2021, the Human Resources Commission approved the proposed Assistant Finance Director job description and salary grade adjustment, which was subsequently taken to City Council where it was approved on January 19, 2021. The Assistant Finance Director's salary range will be adjusted from Range from MM455, \$7,036 - \$9,499 per month to MM455, \$10,970 - \$13,334 per month; and

WHEREAS, on January 6, 2021, the Human Resources Commission approved to repeal the following job descriptions: Building/Engineering Permit Technician, Building Inspector and Building Official and replace with the proposed Permit Technician, Building Inspector I and Chief Building Official job descriptions. No adjustments to the salary grade. The changes were subsequently taken to City Council where they were approved on January 19, 2021; and

WHEREAS, public agencies report payrates to CalPERS. Government Code sections 20636, 20636.1, 7522.34(a) and corresponding provisions of Title 2 of section 570.5 of the California Code of Regulations (CCR) require that all CalPERS employers maintain their compensation levels in a publicly available document, approved and adopted by the governing body; and

WHEREAS, there is no fiscal impact to update the salary schedule.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. The above recitals are true and correct and are incorporated herein by this reference.

SECTION 2. The full-time classifications, attached hereto and incorporated herein as Exhibit "A", are approved, and employees shall be paid in accordance with the salary schedule.

SECTION 3. Resolution No. 2020-02 is hereby repealed.

SECTION 4. The City Clerk shall certify to the adoption of this resolution and shall enter the same in the book of original resolutions and it shall become effective immediately.

SECTION 5. The City Clerk shall certify to the adoption of this resolution and shall enter the same in the book of original resolutions and it shall become effective immediately.

APPROVED AND ADOPTED this 6th day of April, 2021.

Letty Lopez-Viado
Mayor

APPROVED AS TO FORM

ATTEST

Thomas P. Duarte
City Attorney

Lisa Sherrick
Assistant City Clerk

I, LISA SHERRICK, ASSISTANT CITY CLERK of the City of West Covina, California, do hereby certify that the foregoing Resolution No. 2021-24 was duly adopted by the City Council of the City of West Covina, California, at a regular meeting thereof held on the 6th day of April, 2021, by the following vote of the City Council:

AYES:

NOES:

ABSENT:

ABSTAIN:

Lisa Sherrick
Assistant City Clerk

EXHIBIT A
SALARY SCHEDULE

CITY OF WEST COVINA

FULL-TIME SALARY SCHEDULE

Revised April 6, 2021

POSITION TITLE	BARGAINING UNIT	GRADE	MONTHLY PAY RANGE				
			STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
Account Clerk	General Employees	GN060	\$3,023	\$3,175	\$3,333	\$3,500	\$3,675
Accountant	Confidential Employees	CE160	\$4,325	-	-	-	\$5,838
Accounting Manager	Mid-Management	MM025	\$6,190	-	-	-	\$8,358
Accounting Technician	Confidential Employees	CE450	\$3,278	-	-	-	\$4,424
Administrative Aide	Confidential Employees	CE226	\$3,419	-	-	-	\$4,615
Administrative Assistant I	General Employees	GN090	\$3,222	\$3,383	\$3,552	\$3,730	\$3,917
Administrative Assistant II	Confidential Employees	CE105	\$3,216	-	-	-	\$4,338
Administrative Services Manager	Mid-Management	MM045	\$7,036	-	-	-	\$9,499
Administrative Technician	General Employees	GN045	\$3,023	\$3,175	\$3,333	\$3,500	\$3,675
Assistant City Clerk	Department Heads	DH310	\$7,332	-	-	-	\$9,898
Assistant City Engineer	Mid-Management	MM520	\$8,321	-	-	-	\$10,469
Assistant City Manager	Department Heads	DH250	\$11,273	-	-	-	\$15,215
Assistant Finance Director	Mid-Management	MM455	\$10,970	\$11,518	\$12,084	\$12,699	\$13,334
Assistant Fire Chief	Fire Management Assoc.	FM275	\$8,829	-	-	-	\$11,923
Assistant to the City Manager	Mid-Management	MM132	\$6,458	-	-	-	\$8,719
Building Inspector I	General Employees	GN250	\$4,452	\$4,674	\$4,908	\$5,154	\$5,411
Building Maintenance Leadworker	Maintenance & Crafts	MT200	\$4,112	\$4,317	\$4,533	\$4,760	\$4,998
Chief Building Official	Mid-Management	MM500	\$7,618	-	-	-	\$10,285
Permit Technician	General Employees	GN165	\$3,535	\$3,712	\$3,898	\$4,093	\$4,297
Business License Inspector	General Employees	GN170	\$3,519	\$3,695	\$3,879	\$4,073	\$4,277
City Manager	Department Heads	DH160	\$17,667	-	-	-	-
Civil Engineering Assistant	General Employees	GN290	\$4,909	\$5,154	\$5,412	\$5,682	\$5,966
Civil Engineering Associate	Mid-Management	MM110	\$5,201	-	-	-	\$7,022
Code Enforcement Manager	Mid-Management	MM308	\$6,986	-	-	-	\$9,462
Code Enforcement Officer	General Employees	GN210	\$4,037	\$4,239	\$4,451	\$4,673	\$4,907
Code Enforcement Supervisor	Mid-Management	MM465	\$4,961	-	-	-	\$6,697
Communications Manager	Mid-Management	MM461	\$5,767	-	-	-	\$7,690
Communications Supervisor	Mid-Management	MM460	\$4,798	-	-	-	\$6,480
Communications Technician	General Employees	GN335	\$5,061	\$5,314	\$5,579	\$5,858	\$6,151
Community Development Director	Department Heads	DH120	\$10,494	-	-	-	\$14,167
Community Enhancement Coordinator	General Employees	GN211	\$5,008	\$5,259	\$5,522	\$5,798	\$6,088
Community Services Coordinator	General Employees	GN315	\$4,198	\$4,408	\$4,628	\$4,860	\$5,103
Community Services Director	Department Heads	DH020	\$9,415	-	-	-	\$12,710
Community Services Manager	Mid-Management	MM300	\$5,766	-	-	-	\$7,784

CITY OF WEST COVINA

FULL-TIME SALARY SCHEDULE

Revised April 6, 2021

POSITION TITLE	BARGAINING UNIT	GRADE	MONTHLY PAY RANGE				
			STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
Community Services Officer	Non-Sworn Public Safety	NS160	\$3,256	\$3,419	\$3,589	\$3,770	\$3,959
Community Television Producer	Confidential Employees	CE270	\$3,906	-	-	-	\$5,271
Community Television Production Asst.	General Employees	GN185	\$3,277	\$3,441	\$3,613	\$3,794	\$3,984
Computer Services Technician	General Employees	GN200	\$4,085	\$4,289	\$4,503	\$4,728	\$4,965
Computer Systems Administrator	Mid-Management	MM490	\$6,244	-	-	-	\$8,429
Construction Coordinator	General Employees	GN310	\$5,325	\$5,591	\$5,871	\$6,164	\$6,472
Contract Coordinator	General Employees	GN320	\$4,279	\$4,493	\$4,718	\$4,954	\$5,201
Court Liaison Officer	General Employees	CRTLIA	\$3,442	\$3,614	\$3,794	\$3,984	\$4,183
Criminal Justice Research Analyst I	Confidential Employees	CE156	\$4,241	-	-	-	\$5,725
Criminal Justice Research Analyst II	Confidential Employees	CE157	\$5,154	-	-	-	\$6,442
Departmental Aide	Confidential Employees	CE532	\$3,718	-	-	-	\$5,324
Deputy Building Official	Mid-Management	MM514	\$6,598	-	-	-	\$8,910
Deputy City Clerk	Confidential Employees	CE430	\$4,114	-	-	-	\$5,554
Deputy City Manager	Department Heads	DH260	\$8,140	-	-	-	\$10,989
Deputy Fire Marshal	Mid-Management	MM133	\$5,510	-	-	-	\$6,697
Economic Development / HSG	Mid-Management	MM040	\$6,985	-	-	-	\$9,431
Economic Development Project Coordinator	Mid-Management	MM134	\$5,251	-	-	-	\$7,089
Economic Development Specialist	General Employees	GN035	\$4,102	\$4,307	\$4,523	\$4,749	\$4,986
Electrician I	Maintenance & Crafts	MT210	\$3,384	\$3,554	\$3,731	\$3,918	\$4,114
Electrician II	Maintenance & Crafts	MT090	\$4,210	\$4,421	\$4,642	\$4,874	\$5,118
Electrician Leadworker	Maintenance & Crafts	MT120	\$4,664	\$4,897	\$5,142	\$5,399	\$5,669
Engineering Technician	General Employees	GN260	\$4,369	\$4,587	\$4,816	\$5,057	\$5,310
Equipment Maintenance Supervisor	Mid-Management	MM120	\$5,046	-	-	-	\$6,810
Equipment Mechanic I	Maintenance & Crafts	MT030	\$3,295	\$3,460	\$3,633	\$3,814	\$4,005
Equipment Mechanic II	Maintenance & Crafts	MT080	\$3,892	\$4,087	\$4,291	\$4,506	\$4,731
Equipment Mechanic Leadworker	Maintenance & Crafts	MT130	\$4,406	\$4,626	\$4,858	\$5,101	\$5,356
Equipment Operator	Maintenance & Crafts	MT060	\$3,787	\$3,976	\$4,175	\$4,384	\$4,603
Executive Assistant to City Manager	Confidential Employees	CE355	\$3,955	-	-	-	\$5,337
Finance Director	Department Heads	DH040	\$11,583	-	-	-	\$15,637
Fire Captain	Firefighters Association	FR030	\$8,358	\$8,776	\$9,215	\$9,676	\$10,160
Fire Chief	Department Heads	DH180	\$12,641	-	-	-	\$17,066
Fire Engineer	Firefighters Association	FR020	\$7,148	\$7,506	\$7,881	\$8,275	\$8,689
Fire Marshal	Mid-Management	MM135	\$6,459	-	-	-	\$8,719
Fire Protection Specialist	General Employees	GN365	\$4,452	\$4,674	\$4,908	\$5,154	\$5,411

Revised 04.06.2021 by RESO 2021-24

Replaces Schedule 01.07.2020

CITY OF WEST COVINA

FULL-TIME SALARY SCHEDULE

Revised April 6, 2021

POSITION TITLE	BARGAINING UNIT	GRADE	MONTHLY PAY RANGE				
			STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
Firefighter	Firefighters Association	FR010	\$6,133	\$6,440	\$6,762	\$7,100	\$7,455
Firefighter Paramedic	Firefighters Association	FR020	\$7,148	\$7,506	\$7,881	\$8,275	\$8,689
Fleet Services Coordinator	General Employees	GN330	\$4,881	\$5,125	\$5,381	\$5,650	\$5,933
Forensic Specialist	Non-Sworn Public Safety	NS003	\$4,263	\$4,492	\$4,722	\$4,952	\$5,182
Head Cook	General Employees	GN350	\$3,595	\$3,774	\$3,963	\$4,161	\$4,369
Housing Program Coordinator	General Employees	GN245	\$5,097	\$5,352	\$5,619	\$5,900	\$6,195
Human Resources Analyst I	Mid-Management	MM304	\$4,589	-	-	-	\$6,198
Human Resources Analyst II	Mid-Management	MM305	\$5,018	-	-	-	\$6,774
Human Resources & Risk Management Director	Department Heads	DH070	\$9,160	-	-	-	\$12,366
Human Resources Manager	Mid-Management	MM306	\$6,986	-	-	-	\$9,462
Human Resources Technician	Confidential Employees	CE415	\$3,474	-	-	-	\$4,688
Information Technology Analyst I	Mid-Management	MM492	\$5,244	-	-	-	\$7,023
Information Technology Analyst II	Mid-Management	MM493	\$7,023	-	-	-	\$7,724
Information Technology Manager	Mid-Management	MM491	\$7,680	-	-	-	\$9,705
Jailer	Non-Sworn Public Safety	NS130	\$3,390	\$3,563	\$3,739	\$3,928	\$4,123
Lead Jailer	Non-Sworn Public Safety	NS131	\$3,731	\$3,932	\$4,133	\$4,334	\$4,535
Maintenance Leadworker	Maintenance & Crafts	MT100	\$3,991	\$4,191	\$4,400	\$4,620	\$4,851
Maintenance Services Supervisor	Mid-Management	MM350	\$5,556	-	-	-	\$7,500
Maintenance Worker I	Maintenance & Crafts	MT010	\$3,041	\$3,193	\$3,353	\$3,520	\$3,696
Maintenance Worker II	Maintenance & Crafts	MT020	\$3,192	\$3,352	\$3,519	\$3,695	\$3,880
Maintenance Worker III	Maintenance & Crafts	MT040	\$3,350	\$3,518	\$3,693	\$3,878	\$4,072
Management Analyst I	Mid-Management	MM320	\$4,217	-	-	-	\$5,691
Management Analyst II	Mid-Management	MM130	\$5,251	-	-	-	\$7,089
Office Assistant I	General Employees	GN010	\$2,360	\$2,478	\$2,601	\$2,732	\$2,868
Office Assistant II	General Employees	GN030	\$2,704	\$2,839	\$2,981	\$3,130	\$3,287
Park Maintenance Supervisor	Mid-Management	MM530	\$4,990	-	-	-	\$6,737
Parking Enforcement Officer	General Employees	GN080	\$3,014	\$3,165	\$3,323	\$3,489	\$3,664
Plan Check Engineer	Mid-Management	MM055	\$6,911	-	-	-	\$9,329
Planning Aide	General Employees	GN175	\$3,332	\$3,499	\$3,674	\$3,858	\$4,051
Planning Assistant	General Employees	GN270	\$4,485	\$4,709	\$4,945	\$5,192	\$5,452
Planning Associate	General Employees	GN280	\$4,807	\$5,047	\$5,299	\$5,564	\$5,843
Planning Director	Department Heads	DH090	\$9,024	-	-	-	\$12,183
Planning Manager	Mid-Management	MM020	\$7,407	-	-	-	\$10,000
Police Administrative Services Manager	Mid-Management	MM131	\$6,197	-	-	-	\$8,365

CITY OF WEST COVINA

FULL-TIME SALARY SCHEDULE

Revised April 6, 2021

POSITION TITLE	BARGAINING UNIT	GRADE	MONTHLY PAY RANGE				
			STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
Police Captain	Police Management Assoc.	PM350	\$14,594	-	-	-	\$16,783
Police Chief	Department Heads	DH075	\$14,307	-	-	-	\$18,027
Police Corporal	Police Officers Association	PD020	\$7,494	\$7,869	\$8,262	\$8,675	\$9,109
Police Lieutenant	Police Management Assoc.	PM475	\$13,750	\$14,667	\$15,667	N/A	N/A
Police Officer	Police Officers Association	PD010	\$6,955	\$7,303	\$7,668	\$8,051	\$8,454
Police Officer Recruit	General Employees	GN230	\$4,066	\$4,269	\$4,483	\$4,707	\$4,942
Police Records Specialist I	Non-Sworn Public Safety	NS070	\$2,828	\$2,972	\$3,119	\$3,275	\$3,439
Police Records Specialist II	Non-Sworn Public Safety	NS110	\$3,033	\$3,185	\$3,345	\$3,513	\$3,687
Police Records Supervisor	Mid-Management	MM060	\$4,953	-	-	-	\$6,685
Police Sergeant	Police Officers Association	PD030	\$8,674	\$9,108	\$9,563	\$10,042	\$10,544
Principal Engineer	Mid-Management	MM515	\$6,911	-	-	-	\$9,329
Principal Planner	Mid-Management	MM265	\$6,229	-	-	-	\$8,410
Programmer Analyst I	Confidential Employees	CE215	\$5,533	-	-	-	\$7,467
Public Safety Dispatcher	Non-Sworn Public Safety	NS001	\$4,352	\$4,569	\$4,798	\$5,038	\$5,289
Public Services Manager	Mid-Management	MM035	\$6,452	-	-	-	\$8,710
Public Services Superintendent	Mid-Management	MM302	\$7,593	-	-	-	\$10,250
Public Works Director	Department Heads	DH060	\$11,018	-	-	-	\$14,875
Public Works Project Supervisor	Mid-Management	MM580	\$6,911	-	-	-	\$9,329
Public Works Superintendent	Mid-Management	MM185	\$6,588	-	-	-	\$8,893
Purchasing Manager	Mid-Management	MM225	\$5,518	-	-	-	\$7,450
Recreation Services Supervisor	Mid-Management	MM030	\$4,664	-	-	-	\$6,297
Recreation Superintendent	Mid-Management	MM301	\$5,653	-	-	-	\$7,632
Revenue Manager	Mid-Management	MM540	\$6,986	-	-	-	\$9,462
Revenue Services Supervisor	Confidential Employees	CE535	\$4,558	-	-	-	\$6,153
Safety & Claims Manager	Mid-Management	MM191	\$5,288	-	-	-	\$7,139
Senior Account Clerk	General Employees	GN120	\$3,271	\$3,435	\$3,606	\$3,787	\$3,976
Senior Accountant	Confidential Employees	CE170	\$5,406	-	-	-	\$7,298
Senior Administrative Assistant	Confidential Employees	CE410	\$3,474	-	-	-	\$4,688
Senior Citizens Program Coordinator	General Employees	GN360	\$4,085	\$4,289	\$4,503	\$4,728	\$4,965
Senior Citizen's Services Supervisor	Mid-Management	MM390	\$4,664	-	-	-	\$6,297
Senior Communications Operator	Non-Sworn Public Safety	NS002	\$4,874	\$5,118	\$5,374	\$5,642	\$5,923
Senior Communications Technician	General Employees	GN240	\$5,777	\$6,066	\$6,370	\$6,688	\$7,022
Senior Maintenance Worker	Maintenance & Crafts	MT050	\$3,413	\$3,583	\$3,762	\$3,950	\$4,148
Senior Planner	Mid-Management	MM020	\$5,428	-	-	-	\$7,328

Revised 04.06.2021 by RESO 2021-24

Replaces Schedule 01.07.2020

CITY OF WEST COVINA

FULL-TIME SALARY SCHEDULE

Revised April 6, 2021

POSITION TITLE	BARGAINING UNIT	GRADE	MONTHLY PAY RANGE				
			STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
Senior Software Developer	Mid-Management	MM315	\$6,244	-	-	-	\$8,430
Sign Painter	Maintenance & Crafts	MT070	\$3,566	\$3,745	\$3,932	\$4,129	\$4,335
Software Developer	Confidential Employees	CE210	\$4,993	-	-	-	\$6,740
Software Development Manager	Mid-Management	MM310	\$7,181	-	-	-	\$9,694
Street Maintenance Supervisor	Mid-Management	MM345	\$5,084	-	-	-	\$6,864
Street Section Coordinator	General Employees	GN312	\$4,677	\$4,910	\$5,156	\$5,414	\$5,684
Superintendent of Maintenance Ops	Mid-Management	MM188	\$6,332	-	-	-	\$8,548
Telecommunications Coordinator	Mid-Management	MM462	\$4,798	-	-	-	\$6,480
User Support Specialist	Confidential Employees	CE310	\$4,534	-	-	-	\$6,121
Victim Advocate	General Employees	GN140	\$3,396	\$3,566	\$3,744	\$3,931	\$4,128

- 1) Revised on June 19, 2018 by Resolutions 2018-87 thru 2018-91 (Successor MOU's w/ CEA, GEA, MCEA, and MMEA)
- 2) Revised on October 2, 2018 by Resolution 2018-124 (Reorganization and consolidation of Public Works, Planning, and Community Services Departments)
- 3) Revised on February 5, 2019 by Resolution 2019-09 (Dispatch Salary Adjustments), effective March 9, 2019.
- 4) Revised on November 5, 2019 by Resolution 2019-87 (Code Enforcement Manager), effective November 5, 2019.
- 5) Revised on January 7, 2020 by Resolution 2020-2 (Salary Adjustments to Finance Director, Fire Captain, Fire Engineer, Firefighter, Firefighter/Paramedic, Police Officer, Police Corporal and Police Sergeant and delete Finance and Administrative Services Director).
- 6) Revised on April 6, 2021 by Resolution 2021-24 (Salary Adjustment to Assistant Finance Director and Classification Title updates to Chief Building Official, Building Inspector I and Permit Technician).



AGENDA STAFF REPORT

City of West Covina | Office of the City Manager

DATE: April 6, 2021

TO: Mayor and City Council

FROM: David Carmany
City Manager

SUBJECT: CONSIDERATION OF ORDINANCE ADOPTING CALIFORNIA UNIFORM PUBLIC CONSTRUCTION ACT COST ACCOUNTING ACT PROCEDURES

RECOMMENDATION:

It is recommended that the City Council introduce the first reading, by title only, further reading waived, the following ordinance:

ORDINANCE NO. 2477 - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, REPEALING ARTICLE X (PUBLIC WORKS CONTRACTS) OF CHAPTER 19 (STREETS, SIDEWALKS AND PUBLIC PLACES) AND ADDING DIVISION 3 (CONTRACTING FOR PUBLIC PROJECTS) TO ARTICLE VII (PURCHASES AND SALES) OF CHAPTER 2 (ADMINISTRATION) OF THE WEST COVINA MUNICIPAL CODE

BACKGROUND:

West Covina is a general law city. State law requires that general law cities competitively bid public works contracts for all public projects over \$5,000. Pursuant to the California Public Contract Code, cities are required to let any public project in excess of \$5,000 to the lowest responsible bidder after complying with noticing and bidding requirements set forth by statute.

The City's Financial Recovery Plan, State Auditor Objective number 9, anticipates that the City will Adopt an ordinance enacting the California Uniform Public Construction Cost Accounting Act.

In 1983, the California Legislature adopted Public Contract Code section 22000 et seq., now known as the California Uniform Public Construction Cost Accounting Act (the "Act"), which provides for alternative bidding procedures when a public agency performs public project work by contract. The Act outlines less formal procedures for contracts under a specified amount. These less formal procedures provide local agencies with more flexibility in letting small public projects if the agency adheres to certain uniform cost and accounting standards.

In lieu of the \$5,000 threshold for general bidding requirements, if a city elects to become subject to the alternative procedures set forth in the Act, the following dollar thresholds, which are updated periodically by the California Uniform Public Construction Cost Accounting Commission, and procedures apply to public projects:

(a) Public projects of sixty thousand dollars (\$60,000) or less may be performed by the employees of a public agency by force account, by negotiated contract, or by purchase order.

(b) Public projects of two hundred thousand dollars (\$200,000) or less may be let to contract by informal procedures as set forth in Section 22034 of the Act. Section 22034 requires that a local agency that has elected to become subject to the Act adopt an informal bidding ordinance that contains specified provisions.

(c) Public projects of more than two hundred thousand dollars (\$200,000) must be let to contract by formal bidding procedures set forth in the Act.

Pursuant to Public Contract Code section 22034, each public agency that elects to become subject to the uniform construction cost accounting procedures is required to enact an informal bidding ordinance to govern the selection of contractors to perform public projects pursuant to subdivision (b) of Public Contract Code section 22032. Section 22034 sets forth the requirements of said informal bidding ordinance.

In December 2007, the West Covina City Council adopted Resolution No. 2007-83, adopting the Act's procedures. However, the City did not adopt an informal bidding ordinance in accordance with the requirements of Section 22034 of the Act.

DISCUSSION:

The current Article X (Public Works Contracts) of Chapter 19 (Streets, Sidewalks and Public Places) of the West Covina Municipal Code references the City's adoption of the Act and provides for the ability of the City to use the alternative bidding procedures pursuant to the Act. However, the existing provisions of Article X of Chapter 19 do not include the informal bidding provisions required by Section 22034 of the Public Contract Code.

In order to comply with Public Contract Code section 22034, staff recommends that the City Council adopt the proposed ordinance, which would repeal Article X of Chapter 19 in its entirety and add a new Division 3 (Contracting for Public Projects) to Article VII (Purchases and Sales) of Chapter 2 (Administration) of the West Covina Municipal Code.

The proposed ordinance includes:

- Authorization for the Public Services Director and City Engineer to approve and/or adopt the plans, specifications and working details for all public projects, including projects that require formal bidding (projects over \$200,000). This is consistent with the City's current practice regarding such approval.
- Authorization for public projects and maintenance work in the amount set forth in Public Contract Code section 22032(a) (currently \$60,000 or less) to be performed by City employees by force account, by negotiated contract, or by purchase order, and authorization for the City Manager to approve and execute such contracts, provided the expenditure is within the approved budget.
- Informal bidding procedures as required by Section 22034 of the Public Contract Code.
- Authorization for the City Manager to award and execute contracts that are informally bid, provided the expenditure is within the approved budget and the contract is approved as to form by the City Attorney. Based on the current threshold set forth in Public Contract Code section 22032(b), this gives the City Manager authorization to award contracts for public projects and maintenance work in an amount up to \$200,000.
- Authorization for the City Manager to accept work and authorize the filing of the notice of completion and release of bonds upon the completion of work on an informally bid contract.
- Formal bidding procedures, consistent with the requirements of the Act.
- Reporting requirements that require the City Manager to provide a report to the City Council semi-annually regarding contracts and purchase orders awarded by the City Manager (projects up to \$200,000).
- Emergency procedures, which include the authorization for the City Manager to order the emergency repair or replacement of a public facility and take directly related and immediate action required by the emergency when it is impractical to convene a meeting of the City Council. This authorization requires a 4/5 vote of the City Council.
- Authorization relating to change orders, which allows the City Manager to approve change orders up to \$60,000 for contracts awarded for "small" projects (a project under \$60,000), up to \$200,000 on a contract awarded by the City Manager following informal bidding procedures, and within the contingency amount

provided by Council if Council approves contingency when it awards a contract. Staff recommends the City Council introduce the ordinance for first reading. If the City Council introduces the ordinance for first reading, staff anticipates presenting the ordinance for second reading and adoption at the April 20, 2021 meeting. The ordinance will be effective on the 31st day after adoption.

LEGAL REVIEW:

The City Attorney's Office has reviewed the ordinance and approved it as to form.

OPTIONS:

The City Council has the following options:

1. Approve Staff's recommendation; or
2. Provide alternative direction.

Prepared by: Okan Demirci, PE, CIP Manager

Fiscal Impact

FISCAL IMPACT:

There is no fiscal with adoption of the ordinance.

Attachments

Attachment No. 1 - Ordinance No. 2477

CITY COUNCIL GOALS & OBJECTIVES: Achieve Fiscal Sustainability and Financial Stability
Enhance the City Image and Effectiveness
Financial Recovery Plan/Corrective Action

ORDINANCE NO. 2477

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, REPEALING ARTICLE X (PUBLIC WORKS CONTRACTS) OF CHAPTER 19 (STREETS, SIDEWALKS AND PUBLIC PLACES) AND ADDING DIVISION 3 (CONTRACTING FOR PUBLIC PROJECTS) TO ARTICLE VII (PURCHASES AND SALES) OF CHAPTER 2 (ADMINISTRATION) OF THE WEST COVINA MUNICIPAL CODE

WHEREAS, on December 18, 2007, the City Council adopted Resolution No. 2007-83, adopting the California Uniform Public Construction Cost Accounting Act (“CUPCCAA” or the “Act”) procedures, which provide alternative procedures for public project construction performed or contracted by public agencies, including an increased force account limit for public agencies and simplified bidding for projects under a specified threshold, resulting in a more streamlined and efficient process; and

WHEREAS, pursuant to Public Contract Code section 22034, each public agency that elects to become subject to the uniform construction cost accounting procedures is required to enact an informal bidding ordinance to govern the selection of contractors to perform public projects pursuant to subdivision (b) of Public Contract Code section 22032; and

WHEREAS, Public Contract Code section 22034 sets forth the requirements of said informal bidding ordinance; and

WHEREAS, the current Article X (Public Works Contracts) of Chapter 19 (Streets, Sidewalks and Public Places) references the City’s adoption of the Act and provides for the ability of the City to use the alternative bidding procedures pursuant to the Act; and

WHEREAS, the existing provisions of Article X of Chapter 19 and the West Covina Municipal Code do not include the informal bidding provisions required by Section 22034 of the Public Contract Code; and

WHEREAS, in order to comply with Public Contract Code section 22034, the City Council desires to repeal Article X of Chapter 19 in its entirety and add a new Division 3 (Contracting for Public Projects) to Article VII (Purchases and Sales) of Chapter 2 (Administration) of the West Covina Municipal Code; and

WHEREAS, all legal prerequisites prior to the adoption of this Ordinance have occurred.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1. Repeal of Article X of Chapter 19. Article X (Public Works Contracts) of Chapter 19 (Streets, Sidewalks and Public Places) of the West Covina Municipal Code is hereby repealed in its entirety. Article X shall be reserved for later use.

SECTION 2. Amendment to Article VII of Chapter 2. Article VII (Purchases and Sales) of Chapter 2 (Administration) of the West Covina Municipal Code is hereby amended to add a Division 3, to read as follows:

DIVISION 3. - CONTRACTING FOR PUBLIC PROJECTS

Sec. 2-250. – Uniform construction cost accounting procedures.

The city, by adoption of Resolution No. 2007-83, has elected to become subject to the uniform construction cost accounting procedures promulgated by the State Controller pursuant to the California Uniform Public Construction Cost Accounting Act (the “Act”; Public Contract Code section 22000 et seq.). The purpose of this division is to set forth the requirements for contracting for public projects in accordance with the Act and state law.

Sec. 2-251. – Definitions.

The following words, terms and phrases when used in this division shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

- (a) “Act” means the California Uniform Public Construction Cost Accounting Act, Public Contract Code section 22000 et seq.
- (b) “Emergency” has the meaning set forth in Public Contract Code section 1102.
- (c) “Facility” has the meaning set forth in Public Contract Code section 22002.
- (d) “Maintenance work” has the meaning set forth in Public Contract Code section 22002.
- (e) “Public Contract Code” means the Public Contract Code of the State of California.
- (f) “Public project” has the meaning set forth in Public Contract Code section 22002.

Sec. 2-252. – Adoption of plans, specifications, and working details.

The city council delegates to the public services director and the city engineer the authority to approve and/or adopt the plans, specifications, and working details for all public projects and maintenance work, including public projects exceeding the amount specified in Public Contract Code section 22032(c).

Sec. 2-253. – Small project procurement procedures.

Public projects and maintenance work in the amount set forth in Public Contract Code section 22032(a), as amended from time to time, or less may be performed by employees of the city by force account, by negotiated contract, or by purchase order without competitive bidding. The city manager is authorized to approve and execute contracts or purchase orders issued pursuant to this section, provided that the expenditure is within the approved budget.

Sec. 2-254. – Informal bidding procedures.

Public projects and maintenance work in the amount set forth in Section 22032(b) of the Public Contract Code, as amended from time to time, or less may be let to contract by informal procedures as set forth in the Act, including the following procedures:

- (a) Contractors list. The city shall comply with the requirements of Public Contract Code section 22034 regarding maintaining a list of qualified contractors identified according to categories of work.
- (b) Notice inviting informal bids – circulation. Where a public project or maintenance work is to be performed which is subject to the provisions of this section, a notice inviting informal bids shall be circulated using one or both of the following alternatives:
 - (1) Notices inviting informal bids may be mailed, faxed, or emailed to all contractors for the category of work to be bid, as shown on the list developed in accordance with subsection (a) above.
 - (2) Notices inviting informal bids may be mailed, faxed, or emailed to all construction trade journals as specified by the California Uniform Construction Cost Accounting Commission in accordance with Section 22036 of the Public Contract Code. Additional contractors and/or construction trade journals may be notified at the discretion of the public services director or designee.
- (c) Notice inviting informal bids – proprietary products and services. Notwithstanding the foregoing requirements, if the product or service is proprietary in nature such that it can be obtained only from a certain contractor or contractors, the notice inviting informal bids may be sent exclusively to such contractor or contractors.
- (d) Notice inviting informal bids – mailing. All mailing of notices to contractors and construction trade journals pursuant to this section shall be completed at least ten (10) calendar days before bids are due.
- (e) Notice inviting informal bids – contents. The notice inviting informal bids shall describe the project in general terms and how to obtain more detailed information about the project, and state the time and place for the submission of bids.
- (f) Rejection of bids; bid irregularities. The city manager may, in his/her sole discretion, reject any or all bids presented and waive any minor irregularity or informality in such bids.
- (g) Award of contract. The city manager is authorized to award and execute contracts informally bid in accordance with this section, provided that the expenditure is within the approved budget and the contract is in a form approved by the city attorney. Such contracts shall be awarded to the lowest responsible bidder.
- (h) Tie bids; no bids received. If two or more bids are the same and the lowest, the city manager may accept the one he/she chooses. If no bids are received through the informal procedures set forth in this section, the project may be performed by city employees, by force account or negotiated contract without further complying with this section.
- (i) Bids over informal bidding limit. If all bids received are in excess of the amount set forth in Public Contract Code section 22034(d), as amended from time to time, the city council may, by adoption of a resolution by a four-fifths (4/5) vote, award the contract, at the amount specified in Public Contract Code section 22034(d), as amended from time to time, or less, to the lowest responsible bidder, if it determines the cost estimate of the city was reasonable.

- (j) Acceptance of work. Upon the completion of work pursuant to a contract awarded pursuant to this section, the city manager may accept the work and may authorize the filing of the notice of completion, the release of funds retained upon such filing, and the release of any bonds upon the conclusion of their respective warranty periods.
- (k) Performance bonds. The city may require a performance bond before entering a contract awarded pursuant to this section in such amount as the public services director or his/her designee finds reasonably necessary to protect the best interests of the city. If the city requires a performance bond, the form and amount of the bond shall be described in the notice inviting bids.

Sec. 2-255. – Formal bidding procedures.

Public projects and maintenance work in the amount set forth in Section 22032(c) of the Public Contract Code, as amended from time to time, or greater shall be let to contract in accordance with the procedures set forth in Public Contract Code section 22037 et seq., including the following procedures:

- (a) Advertising; contents. The notice inviting formal bids shall state the time and place for the receiving and opening of sealed bids and distinctly describe the project. The notice shall be published at least fourteen (14) calendar days before the date of opening the bids in a newspaper of general circulation, printed and published in the city; or, if there is no newspaper printed and published within the city, in a newspaper of general circulation which is circulated within the city, or, if there is no newspaper which is circulated within the city, publication shall be by posting the notice in at least three (3) places within the city as have been designated by ordinance or regulation of the city as places for the posting of its notices. The notice inviting formal bids shall also be sent electronically, if available, by either facsimile or electronic mail and mailed to all construction trade journals specified in Section 22036 of the Public Contract Code. The notice shall be sent at least fifteen (15) calendar days before the date of opening the bids. In addition to notice required by this section, the city may give such other notice as it deems proper.
- (b) Sealed bids. All bids shall be presented under sealed cover to the department identified in the invitation for bids. Bids shall be opened in public at the time and place stated in the notice inviting bids.
- (c) Bidder's security. All bids presented shall be accompanied by bidder's security in the form and amount prescribed by Public Contract Code section 20170 et seq., which security shall be dealt with as described therein. The city council may, on refusal or failure of the successful bidder to execute the contract, award it to the next lowest responsible bidder. If the city council awards the contract to the second lowest bidder, the amount of the lowest bidder's security shall be applied by the city to the difference between the low bid and the second lowest bid, and the surplus, if any, shall be returned to the lowest bidder if cash or a check is used, or to the surety on the bidder's bond if a bond is used. This procedure shall be followed with the next lowest bidder in order upon any additional refusal or failure of the next lowest responsible bidder to execute the contract.
- (d) Rejection of bids; bid irregularities. The city council, in its discretion, may reject any and all bids presented in accordance with the requirements of Public Contract Code section 22038 and waive any minor irregularity or informality in such bids. If after the first

invitation of bids all bids are rejected, after reevaluating its cost estimates of the project, the city shall have the option of either of the following:

- (1) Abandoning the project or readvertising for bids in the manner described by this division.
 - (2) By passage of a resolution by a four-fifths vote of the city council declaring that the project can be performed more economically by the employees of the city, the city may have the project done by force account without further complying with this division.
- (e) Award of contract. Contracts for public projects and maintenance work subject to formal bidding requirements shall be awarded by the city council. Such contracts shall be awarded to the lowest responsible bidder.
- (f) Tie bids; no bids received. If two or more bids are the same and the lowest, the city council may accept the one it chooses. If no bids are received through the formal procedures set forth in this section, the project may be performed by employees of the city by force account, or negotiated contract, without further complying with this division.
- (g) Performance bonds. The city may require a performance bond before entering a contract awarded pursuant to this section in such amount as the public services director or his/her designee finds reasonably necessary to protect the best interests of the city. If the city requires a performance bond, the form and amount of the bond shall be described in the notice inviting bids.

Sec. 2-256. – Reporting requirements.

On a semi-annual basis, the city manager shall present to the city council during an open meeting a report listing all contracts and purchase orders that have been awarded by the city manager pursuant to the city manager's authority pursuant to this division during the preceding six months. Such reports shall include, at minimum, a description of the public project or maintenance work performed, the name of the party or parties with whom the city contracted, and the total amount of the expenditure associated with the contract (including any amendments or change orders).

Sec. 2-257. – Emergency procedures.

- (a) In cases of an emergency, the city council, after making a finding, based on substantial evidence set forth in the minutes of the meeting, that the emergency will not permit a delay resulting from a competitive solicitation for bids, and that the action is necessary to respond to the emergency, may, by a four-fifths (4/5) vote of the city council, repair or replace a public facility, take any directly related and immediate action required by that emergency, and procure the necessary equipment, services, and supplies for those purposes, without giving notice for bids to let contracts. The city council shall review the emergency action in accordance with the requirements of Public Contract Code section 22050(c).
- (b) In cases of an emergency, when it is impractical to convene a meeting of the city council, the city manager shall have the power to order the repair or replacement of a public facility, take any directly related and immediate action required by that emergency, and procure the necessary equipment, services, and supplies for those purposes, without giving notice for bids to let contracts. If the city manager takes such action, the city manager shall report to the city council at its next regularly scheduled meeting the reasons justifying why the

emergency will not permit a delay resulting from a competitive solicitation for bids and why the action is necessary to respond to the emergency.

Sec. 2-258. – Change orders on contracts for public projects.

- (a) The city has, in Section 19-1 of this Code, adopted the standard specifications for public works construction (“the Green Book”), except to the extent those specifications conflict with any other provision of the city’s municipal code or standard specifications. The city council intends to limit the use of change orders for public works contracts notwithstanding any contrary provision of the Green Book.
- (b) Following the award of a public project or maintenance work contract or purchase order awarded pursuant to this division, such contract or purchase order may be amended by the issuance of a change order or contract amendment, provided the change which is the subject of the change order or contract amendment is reasonably related to the scope of the original contract or purchase order. Notwithstanding any provision of this division to the contrary, unless a lower limit has been set by applicable law or the city council, the city manager is authorized to approve and execute the following change orders or contract amendments for public project and maintenance work contracts and purchase orders awarded pursuant to this division without city council approval, provided that the expenditure is in the approved budget:
 - (1) For contracts or purchase orders issued pursuant to Section 2-253 of this Code, any change order or contract amendment which results in the total contract price of the amount set forth in Public Contract Code section 22032(a) or less; and
 - (2) For contracts awarded pursuant to Section 2-254 of this Code, any change order or contract amendment which results in a total contract price of the amount set forth in Public Contract Code section 22032(b) or less.
 - (3) For contracts awarded by the city council with an approved contingency, change orders within such contingency.
- (c) Any change order or contract amendment for any contract awarded pursuant to this division which results in a total contract price in excess of the amounts specified in subsection (b) of this section must be approved by the city council.
- (d) All change orders and contract amendments approved by the city manager pursuant to subsection (b)(1) and (2) of this section shall be reported to the city council in the city manager’s semi-annual report required pursuant to Section 2-256 of this Code.

SECTION 3. Environmental Compliance. The City Council hereby finds that it can be seen with certainty that there is no possibility the adoption and implementation of this Ordinance may have a significant effect on the environment. The Ordinance is therefore exempt from the environmental review requirements of the California Environmental Quality Act pursuant to Section 15061(b)(3) of Title 14 of the California Code of Regulations.

SECTION 4. Severability. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council of the City of West Covina hereby declares that it would have adopted this Ordinance and each section, subsection, sentence, clause, phrase, or portion thereof,

irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases or portions be declared invalid or unconstitutional.

SECTION 5. Effective Date. This Ordinance shall take effect thirty (30) days after its final passage.

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

PASSED, APPROVED AND ADOPTED on the ____ day of _____, 2021.

Letty Lopez-Viado
Mayor

APPROVED AS TO FORM

ATTEST

Thomas P. Duarte
City Attorney

Lisa Sherrick
Assistant City Clerk

I, LISA SHERRICK, ASSISTANT CITY CLERK of the City of West Covina, California, do hereby certify that the foregoing Ordinance No. 2477 was introduced at a regular meeting of the City Council held on the 6th day of April, 2021, and adopted at a regular meeting of the City Council held on the ____ day of _____, 2021, by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Lisa Sherrick
Assistant City Clerk



AGENDA STAFF REPORT

City of West Covina | Office of the City Manager

DATE: April 6, 2021

TO: Mayor and City Council

FROM: David Carmany
City Manager

SUBJECT: CONSIDERATION OF APPLICATION FOR GRANT FUNDS FROM THE CALIFORNIA DEPARTMENT OF PARKS AND RECREATION UNDER THE CALIFORNIA DROUGHT, WATER, PARKS, AND OUTDOOR ACCESS FOR ALL ACT OF 2018 (PROPOSITION 68)

RECOMMENDATION:

It is recommended that the City Council adopt the following Resolution:

RESOLUTION NO. 2021-19 - RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, APPROVING APPLICATION(S) FOR PER CAPITA GRANT FUNDS FROM THE STATE DEPARTMENT OF PARKS AND RECREATION

BACKGROUND:

Proposition 68, the California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access for All Act of 2018, was approved by voters on June 5, 2018. Funds are provided for two programs: the General Per Capita Program and the Urban County Per Capita Program. Under the General Per Capita Program, grant funds are available to local governments for local park rehabilitation, creation, and improvements on a per capita basis. Grant recipients are encouraged to utilize awards to rehabilitate existing infrastructure and to address deficiencies in neighborhoods lacking access to the outdoors. Under the Urban County Per Capita Program, grant funds are available per capita to cities and districts in urbanized counties (counties with a population of 500,000 or more) providing park and recreation services within jurisdictions of 200,000 or less in population. The City is eligible for a General Per Capita allocation and an Urban County Per Capita allocation.

DISCUSSION:

West Covina was allocated \$177,952 under the General Per Capita Program and \$66,157 under the Urban Per Capita Program. The allocations can be used together (\$244,109) to fund a single project. Projects not serving a "severely disadvantaged community" (median household income less than 60% of the statewide average) require a 20% match of the total project cost. A project is considered to be serving a "severely disadvantaged community" if there is such a community within one-half mile of the project site. West Covina has one area that qualifies as "severely disadvantaged community." If the project is outside that area, should the City decide to combine funds, a match of \$61,028 would be required for a total project of \$305,137.

Staff attended a mandatory Per Capita technical assistance workshop on August 11, 2020. As part of grant applications, the City is required to submit an Authorizing Resolution from the City Council. In accordance with the Per Capita Program Procedural Guide (Attachment No. 2), the Authorizing Resolution serves two purposes:

- (1) It is the means by which the City Council agrees to the terms of the contract, including confirmation that the City has the funding to complete, operate, and maintain projects associated with the contract; and
- (2) It designates a position title to represent the City Council on all matters regarding projects associated with the contract. The attached resolution delegates such authority to the City Manager.

In identifying a qualifying project for the funds, staff is recommending replacement of the play equipment at Cortez Park. Because this project would not serve a "severely disadvantaged community," a 20% match from the City would be required. Project application packages are to be submitted by email through December 2021. A contract between the State and City must be fully executed and encumbered by June 2022. Projects must be completed by December 2023. Project completion packages are to be submitted through March 2024 for reimbursement.

LEGAL REVIEW:

The City Attorney's Office has reviewed the resolution and approved it as to form.

Prepared by: Kelly McDonald, Public Services Manager

Fiscal Impact

FISCAL IMPACT:

Through the Per Capita Grant Program, West Covina was allocated \$177,952 under the General Per Capita program and \$66,157 under the Urban Per Capita Program. The allocations can be used together to fund a single project. A match of 20% of the total project cost is required. Project funding will be identified at the award of bid.

Attachments

Attachment No. 1 - Resolution No. 2021-19

Attachment No. 2 - Procedural Guide

CITY COUNCIL GOALS & OBJECTIVES: Enhance the City Image and Effectiveness

RESOLUTION NO. 2021-19

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, APPROVING APPLICATION(S) FOR PER CAPITA GRANT FUNDS FROM THE STATE DEPARTMENT OF PARKS AND RECREATION

WHEREAS, the State Department of Parks and Recreation has been delegated the responsibility by the Legislature of the State of California for the administration of the Per Capita Grant Program, setting up necessary procedures governing application(s); and

WHEREAS, said procedures established by the State Department of Parks and Recreation require the grantee's Governing Body to certify by resolution the approval of project application(s) before submission of said applications to the State; and

WHEREAS, the City of West Covina as grantee will enter into a contract(s) with the State of California to complete project(s);

NOW, THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA HEREBY:

1. Approves the filing of project application(s) for Per Capita program grant project(s); and
2. Certifies that said grantee has or will have available, prior to commencement of project work utilizing Per Capita funding, sufficient funds to complete the project(s); and
3. Certifies that the grantee has or will have sufficient funds to operate and maintain the project(s), and
4. Certifies that all projects proposed will be consistent with the park and recreation element of the City's general or recreation plan (PRC §80063(a)), and
5. Certifies that these funds will be used to supplement, not supplant, local revenues in existence as of June 5, 2018 (PRC §80062(d)), and
6. Certifies that it will comply with the provisions of § 1771.5 of the State Labor Code, and
7. (PRC §80001(b)(8)(A-G)) To the extent practicable, as identified in the "Presidential Memorandum--Promoting Diversity and Inclusion in Our National Parks, National Forests, and Other Public Lands and Waters," dated January 12, 2017, the City will consider a range of actions that include, but are not limited to, the following:

- (A) Conducting active outreach to diverse populations, particularly minority, low income, and disabled populations and tribal communities, to increase awareness within those communities and the public generally about specific programs and opportunities.
 - (B) Mentoring new environmental, outdoor recreation, and conservation leaders to increase diverse representation across these areas.
 - (C) Creating new partnerships with state, local, tribal, private, and nonprofit organizations to expand access for diverse populations.
 - (D) Identifying and implementing improvements to existing programs to increase visitation and access by diverse populations, particularly minority, low-income, and disabled populations and tribal communities.
 - (E) Expanding the use of multilingual and culturally appropriate materials in public communications and educational strategies, including through social media strategies, as appropriate, that target diverse populations.
 - (F) Developing or expanding coordinated efforts to promote youth engagement and empowerment, including fostering new partnerships with diversity-serving and youth-serving organizations, urban areas, and programs.
 - (G) Identifying possible staff liaisons to diverse populations.
- 8. Agrees that to the extent practicable, the project(s) will provide workforce education and training, contractor and job opportunities for disadvantaged communities (PRC §80001(b)(5)).
 - 9. Certifies that the grantee shall not reduce the amount of funding otherwise available to be spent on parks or other projects eligible for funds under this division in its jurisdiction. A one-time allocation of other funding that has been expended for parks or other projects, but which is not available on an ongoing basis, shall not be considered when calculating a recipient's annual expenditures. (PRC §80062(d)); and
 - 10. Certifies that the grantee has reviewed, understands, and agrees to the General Provisions contained in the contract shown in the Procedural Guide; and
 - 11. Delegates the authority to the City Manager, or designee to conduct all negotiations, sign and submit all documents, including, but not limited to applications, agreements, amendments, and payment requests, which may be necessary for the completion of the grant scope(s); and
 - 12. Agrees to comply with all applicable federal, state and local laws, ordinances, rules, regulations and guidelines.

APPROVED, AND ADOPTED this 6th day of April, 2021.

Letty Lopez-Viado
Mayor

APPROVED AS TO FORM

ATTEST

Thomas P. Duarte
City Attorney

Lisa Sherrick
Assistant City Clerk

I, LISA SHERRICK, Assistant City Clerk of the City of West Covina, California, do hereby certify that the foregoing Resolution No. 2021-19 was duly adopted by the City Council of the City of West Covina, California, at a regular meeting thereof held on the 6th day of April, 2021, by the following vote of the City Council:

AYES:

NOES:

ABSENT:

ABSTAIN:

Lisa Sherrick
Assistant City Clerk

**Procedural Guide
for the
California Drought, Water, Parks, Climate, Coastal
Protection, and Outdoor Access for All Act of 2018**

PER CAPITA PROGRAM

September 2020



**State of California
The Natural Resources Agency
Department of Parks and Recreation
Office of Grants and Local Services (OGALS)**

"Creating Community through People, Parks, and Programs"

Send correspondence to:

Street Address for Overnight Mail:

Calif. Dept. of Parks and Recreation
Office of Grants and Local Services
1416 Ninth Street, Room 918
Sacramento, CA 95814

Mailing Address:

Calif. Dept. of Parks and Recreation
Office of Grants and Local Services
P.O. Box 942896
Sacramento, CA 94296-0001

Phone: (916) 653-7423

[Website](http://www.parks.ca.gov/grants): <http://www.parks.ca.gov/grants>

2018-2019 California State Budget, Chapter 29

Budget Item 3790-101-6088 (b) - \$185,000,000 shall be available for the Local Park Rehabilitation, Creation in Urban Areas Program, consistent with subdivision (a) of Section 80061 of the Public Resources Code.

**STATE OF CALIFORNIA
DEPARTMENT OF PARKS AND RECREATION**



Department Mission

The mission of the California Department of Parks and Recreation is to provide for the health, inspiration, and education of the people of California by helping to preserve the state's extraordinary biological diversity, protecting its most valued natural and cultural resources, and creating opportunities for high-quality outdoor recreation.

Community Engagement Division Mission

The mission of the Community Engagement Division is to encourage healthy communities by connecting people to parks, supporting innovative recreational opportunities, embracing diversity, fostering inclusivity, and delivering superior customer service, with integrity for the enrichment of all.

The Office of Grants and Local Services Mission

The mission of the Office of Grants and Local Services is to address California's diverse recreational, cultural and historical resource needs by developing grant programs, administering funds, offering technical assistance, building partnerships and providing leadership through quality customer service.

OGALS VISION GOALS

To Be:

- A leader among park and recreation professionals.
- Proactive in anticipating public park and recreation needs and how new legislation and grant programs could best meet these needs.
- Honest, knowledgeable and experienced grant administration facilitators.
- Sensitive to local concerns while mindful of prevailing laws, rules and regulations.
- Perceptive to opportunities for partnerships, growth and renewal where few existed before.
- Committed to providing quality customer service in every interaction and transaction.
- Responsive to the needs of applicants, grantees, nonprofit organizations, local governments, legislative members, and department employees.

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Words and terms shown in SMALL CAPS are in the definitions section.

Per Capita Program Summary

Background

This program originates from Proposition 68, placed on the ballot via Senate Bill 5 (DeLeon, Chapter 852, statutes of 2017), and approved by voters on June 5, 2018. Funds for the program were appropriated via State Budget item 3790-101-6088(b). Legislative program information is found in the Public Resources Code (PRC) beginning at §80000 (see page 51). OGALS retains the right to waive requirements not mandated by statute. Funds are provided for two programs, as described below:

General Per Capita Program: \$185,000,000

Funds are available for local park rehabilitation, creation, and improvement grants to local governments on a per capita basis. Grant recipients are encouraged to utilize awards to rehabilitate existing infrastructure and to address deficiencies in neighborhoods lacking access to the outdoors (PRC §80061(a)).

Urban County Per Capita: \$13,875,000

Additional funds are available for Per Capita grants to cities and districts in urbanized counties (*a county with a population of 500,000 or more*) providing park and recreation services within jurisdictions of 200,000 or less in population. An entity eligible to receive funds under this subdivision shall also be eligible to receive funds available under the General Per Capita Program (PRC §80061(b)).

Eligible Recipients (PRC §80062)

Sixty percent (60%) of the General Per Capita funds are allocated to the following entities based on population. The minimum allocation is \$200,000.

- Cities
- Eligible Districts, other than a regional park district, regional park and open-space districts, and regional open-space districts¹

Forty percent (40%) of the General Per Capita funds are allocated to the following entities based on population. The minimum allocation is \$400,000.

- Counties
- Regional park districts, regional park and open space districts, and regional open space districts

Allocations

Visit OGALS' [Per Capita webpage](http://www.parks.ca.gov/percapita) at www.parks.ca.gov/percapita for allocations.

¹ For purposes of this chapter, “district” means any regional park district, regional park and open-space district, or regional open-space district formed pursuant to Article 3 (commencing with §5500) of Chapter 3 of Division 5, any recreation and park district formed pursuant to Chapter 4 (commencing with §5780) of Division 5, or any authority formed pursuant to Division 26 (commencing with §35100). With respect to any community or unincorporated region that is not included within a district, and in which no city or county provides parks or recreational areas or facilities, “district” also means any other entity, including, but not limited to, a district operating multiple-use parklands pursuant to Division 20 (commencing with §71000) of the Water Code.

Eligible Projects

- PROJECTS must be capital outlay for recreational purposes, either acquisition or DEVELOPMENT. Do not submit combined acquisition and DEVELOPMENT projects, rather submit separate APPLICATION PACKETS for each PROJECT type.
- Multiple PROJECTS may be completed under one contract; each PROJECT requires a separate APPLICATION PACKET.
- A PROJECT can only have one location. One PROJECT serving several parks is not permitted.
- GRANTEES are encouraged to partner with other GRANTEES on PROJECTS (PRC §80063(b)). See page 54 for information on allocation transfers.

Match

PROJECTS not serving a “severely disadvantaged community” (median household income less than 60% of the statewide average) require a 20% match (see page 13) (PRC §80061(c)).

No Supplanting

GRANTEES must use Per Capita grant funds to supplement existing expenditures, rather than replace them (PRC §80062(d)). For example, a GRANTEE has a budget for recreational capital expenditures of \$500,000 per year, and is receiving a \$200,000 allocation under the Per Capita program. The budget cannot be reduced to \$300,000, with the Per Capita funds making up the difference.

Similarly, if a PROJECT has been approved by the governing body, and a funding source has been identified, *Per Capita funds cannot be swapped in as a new funding source unless the prior funding source is applied to other identified recreational capital projects.*

GRANTEES should keep all documents indicating intent to use Per Capita grant funds for PROJECTS.

Grant Process Overview

The GRANT PERFORMANCE PERIOD is shown on the contract. Visit OGALS' [Per Capita webpage](http://www.parks.ca.gov/percapita) at www.parks.ca.gov/percapita for deadlines and current information on each step in the process listed below.

1. **OGALS Mandatory Grant Administration Workshops** will be held statewide. All recipients are required to attend.
2. **Resolution:** GRANTEE passes one resolution approving the filing of *all* applications associated with the contract, and provides a copy to OGALS.
3. **APPLICATION PACKET(s):** The GRANTEE defines the PROJECT SCOPE(s) and amount of GRANT funds needed for each PROJECT. As PROJECTS are identified, the GRANTEE submits individual APPLICATION PACKET(s) to OGALS. OGALS reviews each APPLICATION PACKET and sends a letter of approval to the GRANTEE or requests additional information.
4. **Contract:** OGALS sends a contract to the GRANTEE once the OGALS has received and approved APPLICATION PACKET(s) equaling the total contract amount.
 - a. The contract section, beginning on page 42, includes a sample contract.
 - b. The GRANTEE must return the contract signed by the AUTHORIZED REPRESENTATIVE to OGALS.
 - c. OGALS returns a copy of the fully executed contract to the GRANTEE.
5. **Payments and end of GRANT PERFORMANCE PERIOD:** GRANTEE requests payments for eligible costs. The grant payments section, beginning on page 33, provides payment request instructions and forms.
 - a. The GRANTEE may request payments after each PROJECT is approved by OGALS.
 - b. The GRANTEE completes PROJECT SCOPE(s).
 - c. The GRANTEE sends PROJECT COMPLETION PACKET(s) to OGALS.
 - d. OGALS processes the final payment request after each PROJECT is complete as documented by the GRANTEE in the PROJECT COMPLETION PACKET, and as verified by OGALS by conducting a site inspection.
6. **Accounting and Audit:** DPR's Audits Office may conduct an audit. The GRANTEE is required to retain all PROJECT records, including source documentation with original signatures, for five years following issuance of the final GRANT payment or PROJECT termination, whichever is later. The Accounting and Audit Section, beginning on page 48, provides directions and an Audit Checklist for DPR audit and accounting requirements.

Authorizing Resolution

GRANTEE passes *one* resolution approving the filing of *all* APPLICATION PACKETS associated with the contract, and forwards a copy to OGALS.

The Authorizing Resolution on the following page may be reformatted; however, the *language provided in the resolution must remain unchanged*.

The Authorizing Resolution serves two purposes:

1. It is the means by which the GRANTEE'S Governing Body agrees to the terms of the contract; it provides confirmation that the GRANTEE has the funding to complete, operate and maintain PROJECTS associated with the contract.
2. Designates a position title to represent the Governing Body on all matters regarding PROJECTS associated with the contract. The incumbent in this position is referred to as the AUTHORIZED REPRESENTATIVE.

Resolution items 4, 5, 7, 8 and 9 are required by Proposition 68.

Complete the highlighted areas of the Authorizing Resolution (beginning on following page). The AUTHORIZED REPRESENTATIVE can delegate signatory authority to other individuals (by position title) either in entirety or for particular documents. This may be included in item 11 of the resolution, or the AUTHORIZED REPRESENTATIVE may submit a letter (on letterhead) or email to OGALS delegating authority.

Resolution Form

Resolution Number: (insert number here)

RESOLUTION OF THE (Title of Governing Body/City Council, Board of Supervisors)
OF (City, County, or District) APPROVING APPLICATION(S) FOR PER CAPITA
GRANT FUNDS

WHEREAS, the State Department of Parks and Recreation has been delegated the responsibility by the Legislature of the State of California for the administration of the Per Capita Grant Program, setting up necessary procedures governing application(s); and

WHEREAS, said procedures established by the State Department of Parks and Recreation require the grantee's Governing Body to certify by resolution the approval of project application(s) before submission of said applications to the State; and

WHEREAS, the grantee will enter into a contract(s) with the State of California to complete project(s);

NOW, THEREFORE, BE IT RESOLVED that the (grantee's governing body) hereby:

1. Approves the filing of project application(s) for Per Capita program grant project(s); and
2. Certifies that said grantee has or will have available, prior to commencement of project work utilizing Per Capita funding, sufficient funds to complete the project(s); and
3. Certifies that the grantee has or will have sufficient funds to operate and maintain the project(s), and
4. Certifies that all projects proposed will be consistent with the park and recreation element of the [city/county/district's] general or recreation plan (PRC §80063(a)), and
5. Certifies that these funds will be used to supplement, not supplant, local revenues in existence as of June 5, 2018 (PRC §80062(d)), and
6. Certifies that it will comply with the provisions of §1771.5 of the State Labor Code, and
7. (PRC §80001(b)(8)(A-G)) To the extent practicable, as identified in the "Presidential Memorandum--Promoting Diversity and Inclusion in Our National Parks, National Forests, and Other Public Lands and Waters," dated January 12, 2017, the [city/county/district] will consider a range of actions that include, but are not limited to, the following:
 - (A) Conducting active outreach to diverse populations, particularly minority, low-income, and disabled populations and tribal communities, to increase awareness within those communities and the public generally about specific programs and opportunities.
 - (B) Mentoring new environmental, outdoor recreation, and conservation leaders to increase diverse representation across these areas.
 - (C) Creating new partnerships with state, local, tribal, private, and nonprofit organizations to expand access for diverse populations.

(D) Identifying and implementing improvements to existing programs to increase visitation and access by diverse populations, particularly minority, low-income, and disabled populations and tribal communities.

(E) Expanding the use of multilingual and culturally appropriate materials in public communications and educational strategies, including through social media strategies, as appropriate, that target diverse populations.

(F) Developing or expanding coordinated efforts to promote youth engagement and empowerment, including fostering new partnerships with diversity-serving and youth-serving organizations, urban areas, and programs.

(G) Identifying possible staff liaisons to diverse populations.

8. Agrees that to the extent practicable, the project(s) will provide workforce education and training, contractor and job opportunities for disadvantaged communities (PRC §80001(b)(5)).
9. Certifies that the grantee shall not reduce the amount of funding otherwise available to be spent on parks or other projects eligible for funds under this division in its jurisdiction. A one-time allocation of other funding that has been expended for parks or other projects, but which is not available on an ongoing basis, shall not be considered when calculating a recipient's annual expenditures. (PRC §80062(d)).
10. Certifies that the grantee has reviewed, understands, and agrees to the General Provisions contained in the contract shown in the Procedural Guide; and
11. Delegates the authority to the (designated position, not name of person occupying position), or designee to conduct all negotiations, sign and submit all documents, including, but not limited to applications, agreements, amendments, and payment requests, which may be necessary for the completion of the grant scope(s); and
12. Agrees to comply with all applicable federal, state and local laws, ordinances, rules, regulations and guidelines.

Approved and adopted the _____ day of _____, 20_____.

I, the undersigned, hereby certify that the foregoing Resolution Number _____ was duly adopted by the (grantee's governing body) following a roll call vote:

Ayes: _____
Noes: _____
Absent: _____

(Clerk)

Application Packet

- GRANTEE may submit multiple APPLICATION PACKETS.
- Separate APPLICATION PACKETS are required for each PROJECT site and/or PROJECT type.
- Provide all APPLICATION PACKET items in the order shown in the following checklist.
- Submitted documents need not contain original signatures; but the GRANTEE must keep all original signed documents.
- GRANTEES are encouraged to submit documents digitally, as .pdf files. Do not send the APPLICATION PACKET as one file. E-mail each checklist item to the PROJECT OFFICER as a separate digital file, labeled using the digital file names indicated on the application checklist.
- If submitting hard copies, number all pages of the APPLICATION PACKET.

Any costs incurred prior to finalizing the contract are at the GRANTEE'S own risk.



**State of California – The Natural Resources Agency
DEPARTMENT OF PARKS AND RECREATION**

Application Packet Checklist

GRANTEES must complete the checklist below and submit it with the APPLICATION PACKET.
An APPLICATION PACKET is not complete unless all items on the checklist are submitted.
Each PROJECT requires its own APPLICATION PACKET.

Check if included	Check if not applicable	Application Item	Procedural Guide Page #	Check when signed by AUTHORIZED REPRESENTATIVE	Application Packet Page #
<input type="checkbox"/>		Application Packet Checklist Digital file name: checklist.pdf	Pg. 11		Pg. _____
<input type="checkbox"/>		Application Digital file name: application.pdf	Pg. 12	<input type="checkbox"/>	Pg. _____
<input type="checkbox"/>	<input type="checkbox"/>	Development Project Scope/Cost Estimate, or Digital file name: devscope.pdf	Pg. 19	<input type="checkbox"/>	Pg. _____
<input type="checkbox"/>	<input type="checkbox"/>	Acquisition Requirements Digital file names: acqscope.pdf & acqdocs.pdf	Pg. 14	<input type="checkbox"/>	Pg. _____
<input type="checkbox"/>		Funding Sources Form Digital file name: fundingsources.pdf	Pg. 20	<input type="checkbox"/>	Pg. _____
<input type="checkbox"/>		Per Capita Match Calculator Digital file name: match.pdf	Pg. 13	<input type="checkbox"/>	Pg. _____
<input type="checkbox"/>	<input type="checkbox"/>	CEQA Compliance Certification Digital file name: ceqa.pdf	Pg. 21	<input type="checkbox"/>	Pg. _____
<input type="checkbox"/>	<input type="checkbox"/>	Land Tenure documentation Digital file names: ownership.pdf or nonownership.pdf	Pg. 21		Pg. _____
<input type="checkbox"/>	<input type="checkbox"/>	Sub-Leases or Agreements Digital file name: otheragreements.pdf	Pg. 24		Pg. _____
<input type="checkbox"/>	<input type="checkbox"/>	Site Plan Digital file name: siteplan.pdf	Pg. 24		Pg. _____
	<input type="checkbox"/>	GHG Emissions Reduction Worksheet (at completion) Digital file name: emissions.pdf	Pg. 24		Pg. _____
<input type="checkbox"/>		Photos Digital file name: photos.pdf	Pg. 24		Pg. _____



State of California – The Natural Resources Agency
DEPARTMENT OF PARKS AND RECREATION

Per Capita Project Application Form

PROJECT NAME	REQUESTED GRANT AMOUNT \$
PROJECT SITE NAME and PHYSICAL ADDRESS where PROJECT is located including zip code (substitute latitude and longitude where no street address is available)	MATCH AMOUNT (if project is not serving a severely disadvantaged community) \$
	LAND TENURE (<input checked="" type="checkbox"/> all that apply) <input type="checkbox"/> Owned in fee simple by GRANTEE <input type="checkbox"/> Available (or will be available) under a () year lease or easement
NEAREST CROSS STREET	
Project Type (Check one) Acquisition <input type="checkbox"/> Development <input type="checkbox"/>	
COUNTY OF PROJECT LOCATION	
GRANTEE NAME AND MAILING ADDRESS	
AUTHORIZED REPRESENTATIVE AS SHOWN IN RESOLUTION	
Name (typed or printed) and Title	Email address Phone
GRANT CONTACT-For administration of grant (if different from AUTHORIZED REPRESENTATIVE)	
Name (typed or printed) and Title	Email address Phone
GRANT SCOPE: I represent and warrant that this APPLICATION PACKET describes the intended use of the requested GRANT to complete the items listed in the attached Development PROJECT Scope/Cost Estimate Form or acquisition documentation. I declare under penalty of perjury, under the laws of the State of California, that the information contained in this APPLICATION PACKET, including required attachments, is accurate.	
Signature of AUTHORIZED REPRESENTATIVE as shown in Resolution Date	
Print Name:	
Title:	

Per Capita Match

PROJECTS that do not serve severely disadvantaged communities (median household income less than 60% of the statewide average) must include 20% match from the GRANTEE (PRC §80061(c)).

Costs incurred to provide match must be eligible costs. Calculate match using the [Per Capita match calculator](https://www.parksforcalifornia.org/percapita) at <https://www.parksforcalifornia.org/percapita>; submit the report with the APPLICATION PACKET.

Costs incurred to provide match must be eligible costs. State funds are not allowed for match. Eligible match sources are:

- Federal funds
- Local funds
- Private funds
- IN-HOUSE EMPLOYEE SERVICES
- Volunteer labor – must maintain time and attendance records showing actual hours worked (see <https://independentsector.org> for [volunteer hourly wage value](#))

Match and Eligible Costs

The match is 20% but grantee must show 25% in additional costs if match is required. For example:

Determining the match amount:

PROJECT amount:	\$125,000
20% match:	(\$25,000)
GRANT amount:	\$100,000

Submitting costs for reimbursement

GRANT amount:	\$100,000
25% in additional costs:	\$25,000
PROJECT amount:	\$125,000

In summary, the 20% match calculation is based on the PROJECT amount, not on the GRANT amount.

Acquisition Projects

Acquisition Rules

1. Purchase price cannot exceed the appraised value, even if the GRANTEE is willing to pay the difference.
2. Land cannot be acquired through eminent domain.
3. Associated acquisition costs, such as appraisals, escrow fees, title insurance, etc., combined must be less than 25% of the PROJECT costs.
4. A deed restriction must be recorded on the property after the acquisition is complete (see page 29).
5. Land must be open to the public for recreational purposes within three years from the date the final payment is issued by the State Controller's Office (SCO).²
6. GRANTEE must provide Title Insurance.
7. PROJECTS must be consistent with the park and recreation element of the [city/county/district's] general or recreation plan (PRC §80063(b)).
8. Per Capita funds must be used to supplement, not supplant, local revenues in existence as of June 5, 2018 (PRC §80062(d)).

Acquisition Grant Scope/Cost Estimate

Provide the following information on a document signed by the AUTHORIZED REPRESENTATIVE:

- A brief description, for example, "Acquisition of approximately (enter total acreage to be acquired) for the development of park by (enter date no later than three years from the date final payment is issued by the SCO)."
- Estimated total costs for land and relocation
- Estimated total costs other than the purchase price and relocation costs, such as appraisals, escrow fees, title insurance fees, deed restriction recordation costs

Acquisition Documentation

For each parcel to be acquired, submit these documents:

1. An appraisal conducted within the last twelve months
2. A separate letter from an independent third party, AG rated appraiser certified by the California Office of Real Estate Appraisers stating the appraisal was reviewed, and was completed using acceptable methods
3. County Assessor's parcel map, showing parcel number and parcel to be acquired
4. Estimated value of each parcel to be acquired with a description of how that value was determined (such as the listed price on MLS, in-house estimation, website evaluation, assessed value)
5. Acreage of each parcel to be acquired
6. A description of any encumbrances that will remain on the property, such as grazing, timber, mineral rights or easements

² Grantees will see this date on their project complete letter – "A final payment was issued by the SCO on xx/xx/20xx"

7. A brief description of the intended recreational use of the land with the estimated date by which the site will be open to the public for recreational purposes

For easement acquisitions, in addition to the requirements above, provide:

8. A copy of the proposed easement guaranteeing the authority to use the property for the purposes specified in the application.

For relocation costs, in addition to the requirements above, provide:

9. A letter signed by the AUTHORIZED REPRESENTATIVE, listing the relocation costs for each displaced tenant, certifying that the relocation amount does not exceed the maximum allowed pursuant to Government Code §7260-7277.

Eligible Acquisition Costs

- IN-HOUSE EMPLOYEE SERVICES – see accounting rules (page 48)
- GRANT/PROJECT administration and accounting
- Public meetings/focus groups/design workshop
- Appraisals, escrow fees, surveying, other costs associated with acquisition
- Cost of land

Ineligible Acquisition Costs – Cannot be charged to the grant

- Costs to fulfill any mitigation requirements imposed by law (PRC §80020)
- Acquisitions where purchase price is greater than appraised value
- Costs for land acquired through eminent domain or condemnation
- Costs incurred outside the GRANT performance period
- Development costs

Development Projects

Development Project Rules

1. PROJECTS must be consistent with the park and recreation element of the GRANTEE'S general or recreation plan (PRC §80063(b)).
2. Per Capita funds must be used to supplement, not supplant, local revenues in existence as of June 5, 2018 (PRC §80062(d)).
3. Contracted work must comply with the provisions of §1771.5 of the State Labor Code.
4. GRANTEE must have adequate liability insurance, performance bond, or other security necessary to protect the State and GRANTEE'S interest against poor workmanship, fraud, or other potential loss associated with the completion of the PROJECT.
5. PRE-CONSTRUCTION COSTS may not exceed 25% of the PROJECT amount.
6. The primary purpose of any building constructed or improved must be public recreation. For example, renovating a gymnasium that includes office space for staff is eligible; renovating GRANTEE'S office building is not.
7. PROJECTS must be accessible, including an accessible path of travel to the PROJECT.

Eligible Development Costs

All costs must be incurred within the GRANT PERFORMANCE PERIOD. Costs listed below are examples of eligible costs, and not inclusive. Contact OGALS if you have any questions regarding a PROJECT cost.

Eligible Pre-construction Costs – up to 25% of PROJECT costs; incurred prior to groundbreaking as determined by the GRANTEE

- Public meetings, focus groups, design workshops
- Plans, specifications, construction documents, and cost estimates
- Permits
- CEQA
- Bid preparation and packages
- IN-HOUSE EMPLOYEE SERVICES prior to groundbreaking
- GRANT/PROJECT administration and accounting prior to groundbreaking

Eligible Construction Costs – up to 100% of the PROJECT costs; incurred after groundbreaking.

- Construction – necessary labor and construction activities to complete the PROJECT, including site preparation (demolition, clearing and grubbing, excavation, grading), onsite implementation and construction supervision
- Equipment – Equipment use charges (rental and in-house) must be made in accordance with GRANTEE'S normal accounting practices.
- Bond and other signs
- Premiums on hazard and liability insurance to cover personnel or property
- Site preparation
- Purchase and installation of equipment: security cameras, lighting, signs, display boards, sound systems, video equipment, etc.
- Construction management: including site inspections and PROJECT administration

- Miscellaneous: other costs incurred during the construction phase, such as transporting materials, equipment, or personnel, and communications
- IN-HOUSE EMPLOYEE SERVICES after groundbreaking
- GRANT/PROJECT administration and accounting after groundbreaking

Ineligible Development Costs – Cannot be charged to the grant

- PRE-CONSTRUCTION COSTS that exceed 25% of the PROJECT costs
- Development to fulfill any mitigation requirements imposed by law (PRC §80020)
- All non-capital costs, including interpretive and recreational programming, software and software development
- Construction or improvements to facilities that are not primarily designated for recreational purposes, such as park district offices
- Construction outside the boundaries of the recreation facility
- Furniture or equipment not site specific *and* not necessary for the core function of a new facility (non-capital outlay)
- Costs incurred before or after the GRANT PERFORMANCE PERIOD
- Indirect costs – overhead business expenses of the GRANTEE'S fixed or ordinary operating costs (rent, mortgage payments, property taxes, utilities, etc.)
- Food and beverages
- Out-of-state travel
- Fundraising and grant writing
- Repairs – activities performed to a section of a structure that are intended to allow the continued use.
- Maintenance – activities intended to be performed on a regular basis to maintain the expected useful life of a structure.

Distinguishing capital outlay (eligible) from maintenance and repair (not eligible):

- Capital outlay – building something new, or for existing structures, activities intended to boost the condition beyond its original or current state.
- Repairs – activities performed to a section of a structure that are intended to allow the continued use.
- Maintenance – activities intended to be performed on a regular basis to maintain the expected useful life of a structure.

Examples:

Roof – replacing broken shingles is maintenance; fixing a hole is repair; replacing the roof is capital outlay.

Playground – adding additional fall material is maintenance; fixing the chains on a swing set is repair; replacing the play structures is capital outlay.

Windows – repairing the glazing is maintenance; replacing broken panes is repair; replacing the windows is capital outlay.

Accounting Rules for In-House Employee Services

GRANTEES must follow these accounting practices for services performed by its employees to be eligible for reimbursement:

- Maintain time and attendance records as charges are incurred, identifying the employee through a name or other tracking system, and that employee's actual time spent on the PROJECT.
- Time estimates, including percentages, for work performed on the PROJECT are not acceptable.
- Time sheets that do not identify the specific employee's time spent on the PROJECT are not acceptable.
- Costs of the salaries and wages must be calculated according to the GRANTEE'S wage and salary scales, and may include benefit costs such as vacation, health insurance, pension contributions and workers' compensation.
- Overtime costs may be allowed under the GRANTEE'S established policy, provided that the regular work time was devoted to the same PROJECT.
- May not include overhead or cost allocation. These are the costs generally associated with supporting an employee, such as rent, personnel support, IT, utilities, etc.
- If planning to claim IN-HOUSE EMPLOYEE SERVICES costs, provide a sample timesheet for OGALS review to confirm these accounting practices are being followed.



State of California – The Natural Resources Agency
DEPARTMENT OF PARKS AND RECREATION

Development Project Scope/Cost Estimate Form

GRANTEE:	PROJECT Name
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Development project scope (Describe the project in 30 words or less):

Project Scope Items - ☐ all that apply:

Install new	Renovate existing	Replace existing	Recreation Element
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Pool, aquatic center, splash pad
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trails or walking paths
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Landscaping or irrigation
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Group picnic, outdoor classrooms, other gathering spaces
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Play equipment, outdoor fitness equipment
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Sports fields, sports courts, court lighting
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Community center, gym, other indoor facilities
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Restroom, concession stand
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Other:
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Other:
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Minor elements which support one or more of the recreation elements checked above: benches, lighting, parking, signage, etc.

PRE-CONSTRUCTION (costs incurred prior to ground-breaking, such as design, permits, bid packages, CEQA); up to 25% of total PROJECT cost.	\$
Construction	\$
Total PROJECT cost	\$
Subtract GRANTEE match if not in severely disadvantaged community (20% of total PROJECT cost, see page 13)	Less match -\$
Total GRANT amount requested	\$

The GRANTEE understands that all elements listed on this form must be complete and open to the public before the final grant payment will be made.

AUTHORIZED REPRESENTATIVE Signature

Date

Print Name and Title



State of California – The Natural Resources Agency
DEPARTMENT OF PARKS AND RECREATION

Funding Sources Form

GRANTEE:	PROJECT Name
----------	--------------

PROJECTS funded by the program are not complete until the PROJECT SCOPE is complete, and the PROJECT is open to the public. PROJECTS will:

- Be entirely funded by the GRANT, *or*
- Require funds in excess of the GRANT.

If the PROJECT requires funds in excess of the GRANT, the SCOPE of the PROJECT may be either the SCOPE of the larger project, or a subset of the larger project.

For example, if the PROJECT is \$100,000 towards construction of a \$500,000 park, the SCOPE can be the \$500,000 park, or a \$100,000 element of the park, such as a playground, that can be complete and open to the public.

- ☐ The PROJECT will be entirely funded by the GRANT, *or*
- ☐ The PROJECT requires funds in excess of the GRANT:
- ☐ The SCOPE is the same as the scope of the larger project, *or*
 - ☐ The SCOPE is a subset of a larger project, the scope of that larger project is:

Larger project cost: \$

Anticipated completion date:

List all funds that will be used. Submit revised Funding Sources form should funding sources be added or modified.

Funding Source	Date Committed	Amount
Per Capita/State of California	July 1, 2018	\$
		\$
		\$

I represent and warrant that I have full authority to execute this Funding Sources Form on behalf of the GRANTEE. I declare under penalty of perjury, under the laws of the State of California, that this status report, and any accompanying documents, for the above-mentioned GRANT is true and correct to the best of my knowledge.

AUTHORIZED REPRESENTATIVE Signature

Date

Print Name and Title



State of California – The Natural Resources Agency
DEPARTMENT OF PARKS AND RECREATION
CEQA Compliance Certification

GRANTEE:

Project Name:

Project Address:

Is CEQA complete? ☐Yes ☐No Is completing CEQA a PROJECT SCOPE item? ☐Yes ☐No

What document was filed, or is expected to be filed for this project's CEQA analysis:

Date complete/expected to be completed

- ☐ Notice of Exemption (attach recorded copy if filed)
☐ Notice of Determination (attach recorded copy if filed)
☐ Other:

If CEQA is complete, and a Notice of Exemption or Notice of Determination was not filed, attach a letter from the Lead Agency explaining why, certifying the project has complied with CEQA and noting the date that the project was approved by the Lead Agency.

Lead Agency Contact Information	
Agency Name:	
Contact Person:	
Mailing Address:	
Phone: ()	Email:

Certification:

I hereby certify that the above referenced Lead Agency has complied or will comply with the California Environmental Quality Act (CEQA) and that the project is described in adequate and sufficient detail to allow the project's construction or acquisition.

I further certify that the CEQA analysis for this project encompasses all aspects of the work to be completed with grant funds.

AUTHORIZED REPRESENTATIVE Signature

Date

Print Name and Title

FOR OGALS USE ONLY

CEQA Document	Date Received	PO Initials
<input type="checkbox"/> NOE <input type="checkbox"/> NOD		

Land Tenure

The purpose of the land tenure requirement is to verify that the GRANTEE has sufficient legal rights to the property to fulfill the terms of the contract.

- PROJECT amounts up to \$100,000 require at least 20 years of land tenure at the site to be acquired or developed.
- PROJECT amounts greater than \$100,000 require at least 30 years of land tenure at the site to be acquired or developed.
- The 20- or 30-year land tenure requirement begins on July 1, 2018.
- The GRANTEE remains responsible for fulfillment of the terms of the contract, even if the GRANTEE's land tenure agreement changes within the contract PERFORMANCE PERIOD.

Land Tenure Ownership Documentation

If the GRANTEE owns the PROJECT site in fee simple, provide one of the following:

- Deed or deed recordation number, or
- Title report, or
- Tract map or assessor's map with owner's name

Land Tenure Non-Ownership Documentation

If the GRANTEE does not own the PROJECT site in fee simple, provide:

- Land Tenure Agreement Checklist (page 22)
- Signed land tenure agreement

If the grantee does not own the project site in fee simple, and the existing land tenure agreement does not meet the requirements in the Land Tenure Checklist, provide

- Land Tenure Agreement Checklist (page 22)
- Signed land tenure agreement
- An explanation as to how the existing land tenure agreement adequately protects the State's interest. OGALS will review and determine if the land tenure is sufficient.

Land Tenure Agreement Checklist

If the GRANTEE does not own the land in fee simple, complete this checklist. Attach a copy of the signed land tenure agreement. Identify the page numbers where the required items can be found in the land tenure agreement and highlight the provisions in the agreement where the information is located. *All items are required.*

Land Tenure Checklist

GRANTEE:		PROJECT Name	
<input checked="checked" type="checkbox"/>	Page	Required Item	
<input type="checkbox"/>		Type of agreement: For example: lease, joint powers agreement, easement, memorandum of understanding, etc. <hr style="border: 0; border-top: 1px solid black; margin-top: 5px;"/>	
<input type="checkbox"/>		Parties to the agreement (land owner must be public agency or utility) and date signed: <div style="display: flex; justify-content: space-between;"> <div style="width: 60%;"> Party <hr style="border: 0; border-top: 1px solid black; margin-top: 5px;"/> <hr style="border: 0; border-top: 1px solid black; margin-top: 5px;"/> <hr style="border: 0; border-top: 1px solid black; margin-top: 5px;"/> </div> <div style="width: 35%;"> Date Signed <hr style="border: 0; border-top: 1px solid black; margin-top: 5px;"/> <hr style="border: 0; border-top: 1px solid black; margin-top: 5px;"/> <hr style="border: 0; border-top: 1px solid black; margin-top: 5px;"/> </div> </div>	
<input type="checkbox"/>		Term of the agreement: _____ years	
<input type="checkbox"/>		Agreement end date: _____ <ul style="list-style-type: none"> Grant amounts up to \$100,000 require at least 20 years of land tenure. Grant amounts above \$100,000 require at least 30 years of land tenure. The land tenure requirement begins on July 1, 2018. 	
<input type="checkbox"/>		Renewal option: Must include an option, which can be non-binding, for the GRANTEE to renew the agreement beyond the original 20 or 30 year term.	
<input type="checkbox"/>		Termination clause: Any of the following is acceptable: <ul style="list-style-type: none"> No termination clause – the agreement is non-revocable. Termination clause specifies the agreement is revocable only for cause. The termination clause cannot allow the land owner to revoke the agreement without cause, i.e., at will. 	
<input type="checkbox"/>		Site Control, Roles and Responsibilities should the GRANT be awarded, the agreement: <ul style="list-style-type: none"> Authorizes the GRANTEE to <i>proceed with the construction</i> PROJECT. The GRANTEE may delegate construction to other entities. Establishes <i>when the general public can use</i> the PROJECT and gives GRANTEE <i>permission to operate</i> the PROJECT site (such as scheduling recreational programs). The GRANTEE may delegate operational roles to other entities but is bound through the contract provisions to ensure full public access for the duration of the land tenure period. Identifies which entity will <i>maintain</i> the PROJECT site. The GRANTEE may delegate maintenance to other entities but is bound through the contract provisions to ensure maintenance of the PROJECT site for the duration of the land tenure period. 	

Site Plan

Provide a drawing showing where all the items listed in the project scope/Cost Estimate Form will be located. To ensure that any building use meets the requirements of the program, include the function and approximate square footage of each room within buildings that are part of the scope, and the approximate total square footage of the buildings. It does not need to be a detailed engineering rendering.

Sub-leases or Agreements

Provide a list of all *other* leases, agreements, memoranda of understanding, etc., affecting PROJECT property or its operation and maintenance.

Photos

Provide photos that will establish a “before” comparison for the site to be improved.

Greenhouse Gas Emissions Reduction and Carbon Sequestration.³

If your PROJECT involves tree planting, follow the instructions below and submit with the PROJECT COMPLETION PACKET.

Before getting started, gather the following PROJECT information:

- Tree species
- Size of trees at planting
- Information on the distance and direction to the nearest building (if applicable)
- Information on the age and climate control of any nearby buildings (if applicable)
- Information about the tree’s growing conditions

Getting started:

1. Navigate to the [i-Tree site](https://planting.itreetools.org) at <https://planting.itreetools.org> and select the tab for a new project.
2. On the Location map, select your state, county and city, and then click Next.
3. Configure the project parameters⁴:
 - “Electricity emissions factor” enter 285 and select kilograms
 - “Fuel emissions factor” enter 53.1 and select kilograms
 - “Years for the project” is the age of the trees 40 years from when they are planted. So, if the trees will be four years old at the time of planting, enter 44.
 - “Tree mortality” enter 0
4. Tree Planting Configurations
 - Enter the tree groups for the project; create a new group for each new species or for each new location.
 - Species – select the species; add multiple species by creating new groups.

³ PRC §80001(b)(7)

⁴ Project parameters are from the California Air Resources Board’s “Quantification Methodology for the California Natural Resources Agency Urban Greening Grant Program.”

- DBH – tree diameter four feet above the ground at time of planting.
- Distance to nearest tree – select from drop down menu
- Tree is (north, south, east or west) of Building – select the direction the tree is located to the nearest climate-controlled building.
- Climate controls – select the type of climate controls the nearby building has installed. If a tree is more than 60 feet away from a climate-controlled building, select “none.”
- Condition – select the overall health of the trees at the time of planting.
- Exposure to sunlight – select the amount of sun that reaches the tree, based on its surroundings.
- Number of trees – enter the number of trees that are the same species and the same characteristics (e.g. distance to building, location in respect to building, exposure to sunlight, etc.) If some of these characteristics change, multiple lines of the same species should be input into the tool.

Once all the groups are entered, click **next**

5. Print the report in landscape mode, and submit it to OGALS.

Special Requirements

- Status Reports (page 26)
- Bond Act Sign (page 28)
- Deed Restriction (page 29)

Status Report

OGALS will send a Status Report every six months until receipt of a PROJECT COMPLETION PACKET. Payment requests will not be processed if Status Reports are overdue. See sample on following page.

Sample Status Report – Due xx/xx/20xx (30 days from mail date)

Grantee:

Project Number:

Project Name:

Project Scope:

Project Phase: ☐ Pre-Construction/Pre-Acquisition ☐ Acquisition and/or Construction

When will you submit your next payment request?

For how much?

Estimated date of project completion:

Potential obstacles affecting completion:

Is the project: On Time? yes/no Within Budget? yes/no Within Scope? yes/no If no, explain:

Describe grant-funded work completed since last status report submitted on (DATE):

Are CCC or certified local corps working on this project? Yes/No

Provide photos showing work completed since (DATE)

Describe grant-funded work expected to be completed by (MailDate + 6 mos)

If there have been any changes to the proposed funding for this project, attach a revised Funding Sources Form.

Provide information on payments to be submitted over the next three years:

Between 7/1/20 and 6/30/21	Between 7/1/21 and 12/31/21	Between 1/1/22 and 6/30/22	Between 7/1/22 and 12/30/22	Between 1/1/23 and 6/30/23	Between 7/1/23 and 12/30/23	After 1/1/24
\$	\$	\$	\$	\$	\$	\$

The purpose of this data is to help the State estimate borrowing needs; you will not be held to these estimates.

I represent and warrant that I have full authority to execute this Grant Progress Status Report on behalf of the Grantee. I declare under penalty of perjury, under the laws of the State of California, that this status report, and any accompanying documents, for the above-mentioned Grant is true and correct to the best of my knowledge.

AUTHORIZED REPRESENTATIVE Signature

Date

Print Name and Title

(*Certification to above information requires a signature by a person authorized in the resolution)

Bond Act Sign

A sign acknowledging the California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access for All Act of 2018 as the funding source for the project must be installed during construction and at completion (PRC §80001(b)(3)). If appropriate, the same sign can be used during construction and completion.

Sign requirements

The sign must be available during construction, at the final inspection of the PROJECT, and remain in place for a minimum of four (4) years from date of PROJECT completion. There is no minimum or maximum size other than the minimum size for the logo, as long as the sign contains the required wording.

Sign Language

All signs must contain the following language:

GAVIN NEWSOM, GOVERNOR

Wade Crowfoot, Secretary for Natural Resources

Armando Quintero, Director, California Department of Parks and Recreation

Use the names of the current officials. The name of the director of the local agency or other governing body may be added. The sign may also include names (and/or logos) of other partners, organizations, individuals and elected representatives.

Logo

All signs must display the Parks and Water Bond Act logo (shown on the cover of this guide). Display the logo to maximize visibility and durability. [Download the logo](http://resources.ca.gov/grants/logo-art/) at <http://resources.ca.gov/grants/logo-art/>. Each edge of the logo must be a minimum of 24" x 24". Exceptions may be approved, when appropriate, at OGALS' discretion.

Sign Construction

All materials used shall be durable and resistant to the elements and graffiti.

Sign Cost

The cost of the sign(s) is an eligible PROJECT cost. Permanent signage is encouraged.

Appropriateness of Signs

For projects where the required sign may be out of place or affected by local sign ordinances, OGALS may authorize a sign that is more appropriate to the project.

State Approval

GRANTEE shall submit the proposed number, locations, size, and language of signs for preliminary review. Final payments will not be processed until post completion signage has been approved and installed.

Deed Restriction

The Deed Restriction restricts the title to the property, safeguarding the property for purposes consistent with the GRANT for the duration of the CONTRACT PERFORMANCE PERIOD.

If the GRANTEE owns the PROJECT land, a Deed Restriction must be recorded on the title to the property before OGALS will approve any grant payments. If the GRANTEE is acquiring land, a deed restriction is required before the PROJECT is complete.

A Deed Restriction *is not required* if the GRANTEE does not own the PROJECT land, such as where the GRANTEE is improving property it has access to under a lease agreement.

Deed Restriction Instructions

1. The GRANTEE must own the PROJECT land and have an encumbered contract for the GRANT amount.
2. The PROJECT OFFICER will send the Deed Restriction to the GRANTEE. *Do not alter the Deed Restriction.* The GRANTEE takes the following steps:
 1. Add ownership information to **Paragraph I of the Deed Restriction:** [formal name of GRANTEE] *Insert ownership information as it appears on the deed.*
 2. *Create 3 copies (GRANTEE copy, OGALS copy and recorder's copy) of the Deed restriction and the required attachments:*
 - (1) Exhibit A: Label this attachment "Exhibit A (Legal Description of Property)." Include a formal legal description of every parcel of property to which grant funds will be used for the development and/or acquisition thereof. This information can be obtained from the grant deed or title policy. (The assessor's parcel number or a street address is NOT a valid legal description.) and,
 - (2) Exhibit B: Label this attachment "Exhibit B (Grant Contract)" and include a complete copy of the Grant Contract and provisions signed by the AUTHORIZED REPRESENTATIVE and the State of California.
3. *Notarize it:* Take the following documents to a notary. OGALS recommends submitting these documents to the OGALS PROJECT OFFICER for review prior to notarizing.
 - Unsigned and undated Deed Restriction
 - Exhibit A (Legal Description of Property)
 - Exhibit B (Grant Contract)The AUTHORIZED REPRESENTATIVE dates and signs the Deed Restriction signature page in the presence of a notary. The notary will complete a Notary Acknowledgement (Civil Code §1189).
4. *Record it:* Take the notarized documents bulleted above to the County Recorder's Office of the county in which the property is located. Ask the County Clerk to record the Deed Restriction with Notary Acknowledgement, Exhibit A, and Exhibit B, on the title to the property.
5. *Send it:* Send a copy of the notarized and recorded documents bulleted above to the OGALS PROJECT OFFICER.

RECORDING REQUESTED BY:
California Department of Parks and Recreation
Office of Grants and Local Services

WHEN RECORDED MAIL TO:
Office of Grants and Local Services
PO Box 942896
Sacramento, CA 94296-0001
Attn: [Project Officer]

DEED RESTRICTION

I. WHEREAS, insert ownership information as it appears on the deed (hereinafter referred to as “Owner(s)” is/are recorded owner(s) of the real property described in Exhibit A, attached and incorporated herein by reference (hereinafter referred to as the “Property”); and

II. WHEREAS, the California Department of Parks and Recreation (hereinafter referred to as “DPR”) is a public agency created and existing under the authority of section 5001 of the California Public Resources Code (hereinafter referred to as the “PRC”). And

III. WHEREAS, Owner(s) (or Grantee) received an allocation of grant funds pursuant to the California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access For All Act of 2018 Per Capita Program for improvements on the Property; and

IV. WHEREAS, on (enter date), DPR’s Office of Grants and Local Services conditionally approved Grant [project number], (hereinafter referred to as “Grant”) for improvements on the Property, subject to, among other conditions, recordation of this Deed Restriction on the Property; and

V. WHEREAS, but for the imposition of the Deed Restriction condition of the Grant, the Grant would not be consistent with the public purposes of the Per Capita Program and the funds that are the subject of the Grant could therefore not have been allocated; and

VI. WHEREAS, Owner(s) has/have elected to comply with the Deed Restriction requirement of the Grant, so as to enable Owner(s), to receive the Grant funds and perform the work described in the Grant;

NOW, THEREFORE, in consideration of the issuance of the Grant funds by DPR, the undersigned Owner(s) for himself/herself/themselves and for his/her/their heirs, assigns, and successors-in-interest, hereby irrevocably covenant(s) with DPR that the condition of the grant (set forth at paragraph(s) 1 through 5 and in Exhibit B hereto) shall at all times on and after the date on which this Deed Restriction is recorded constitute for all purposes covenants, conditions and restrictions on the use and enjoyment of the Property that are hereby attached to the deed to the Property as fully effective components thereof.

1. DURATION. This Deed Restriction shall remain in full force and effect and shall bind Owner(s) and all his/her/their assigns or successors-in-interest for the period running from July 1, 20xx to June 30, 20xx (20 years) or June 30, 20xx (30 years).

2. TAXES AND ASSESMENTS. It is intended that this Deed Restriction is irrevocable and shall constitute an enforceable restriction within the meaning of a) Article XIII, section 8, of the California Constitution; and b) section 402.1 of the California Revenue and Taxation Code or successor statute. Furthermore, this Deed Restriction shall be deemed to constitute a servitude upon and burden to the Property within the meaning of section 3712(d) of the California Revenue and Taxation Code, or successor statute, which survives a sale of tax-deeded property.

3. RIGHT OF ENTRY. DPR or its agent or employees may enter onto the Property at times reasonably acceptable to Owner(s) to ascertain whether the use restrictions set forth above are being observed.

4. REMEDIES. Any act, conveyance, contract, or authorization by Owner(s) whether written or oral which uses or would cause to be used or would permit use of the Property contrary to the terms of this Deed Restriction will be deemed a violation and a breach hereof. DPR may pursue any and all available legal and/or equitable remedies to enforce the terms and conditions of this Deed Restriction up to and including a lien sale of the property. In the event of a breach, any forbearance on the part of DPR to

enforce the terms and provisions hereof shall not be deemed a waiver of enforcement rights regarding such breach, or any subsequent breach.

SEVERABILITY. If any provision of these restrictions is held to be invalid, or for any reason becomes unenforceable, no other provision shall be affected or impaired.

AUTHORIZED REPRESENTATIVE Signature Date

Print Name and Title

Business Name (if property is owned by a business):

Additional signature, if required Date

Print Name and Title

Grant Payments

Payments may be requested after a PROJECT is approved and the contract is encumbered. Payment requests are processed through the State Controller's Office and mailed to the GRANTEE approximately six to eight weeks from the date OGALS approves the request.

Payment Rules

1. A Grant Expenditure Form (see page 35) is required with all reimbursement and final payment requests.
2. Payment requests prior to groundbreaking are limited to 25% of the PROJECT amount.
3. Payments before the final payment may not exceed 80% of the PROJECT amount. 20% of the PROJECT amount is retained for the final reimbursement.
4. A deed restriction is required prior to processing any reimbursement payments except an acquisition ADVANCE.
5. Group costs together to avoid frequent payment requests. Reimbursement requests greater than \$10,000 are encouraged.
6. For PROJECTS where match is required, GRANTEES must show eligible costs equal to 125% of the requested reimbursement amount (see page 13).
7. Complete CEQA prior to requesting any construction reimbursement.
8. Provide a sample timesheet to the PROJECT OFFICER *prior to* incurring any IN-HOUSE EMPLOYEE SERVICES costs, and if claiming IN-HOUSE EMPLOYEE SERVICES costs, provide a sample timesheet with each reimbursement payment request.
9. Provide a summary list of bidders, recommendation by reviewer of bidders, awarding by governing body and contract agreement to the PROJECT OFFICER *prior to requesting reimbursement* for costs on contracts requiring a bid process.
10. Provide construction progress photos, including a photo with the construction sign visible on the PROJECT site (see page 28), with all construction payment requests.
11. OGALS may withhold payment if the GRANTEE has outstanding issues, such as:
 - breach of any other contract with OGALS
 - an unresolved audit exception
 - an outstanding conversion
 - park sites closed or inadequately maintained
 - overdue Project Status Reports
 - other unmet grant requirements

Payment Request Form Instructions

- All payment request types (reimbursement, final, ADVANCE) require this form.
- Payment requests may be submitted by e-mail to the PROJECT OFFICER.
- Round all amounts to the nearest whole dollar.
- A Grant Expenditure Form (see page 35) is required with all reimbursement and final payment requests.
- Complete the Payment Request Form as follows:
 1. PROJECT Number - Number assigned by OGALS when this PROJECT was approved.
 2. Contract Number - As shown in Certification of Funding section of the contract
 3. APPLICANT - GRANTEE name as shown on the contract
 4. PROJECT Title - Name of the PROJECT as shown in the Application
 5. Type of Payment – check appropriate box on form
 6. Payment Information – always round to the nearest dollar.
 7. Send Warrant To - AGENCY name, address and contact person
 8. Signature of AUTHORIZED REPRESENTATIVE according to the Resolution

Payment Request Form

State of California - Natural Resources Agency
DEPARTMENT OF PARKS AND RECREATION

PAYMENT REQUEST State Grant Programs

See Instructions on Page 2.

1. PROJECT NUMBER		2. CONTRACT NUMBER	
3. APPLICANT			
4. PROJECT NAME			
5. TYPE OF PAYMENT <input type="checkbox"/> Advance <input type="checkbox"/> Reimbursement <input type="checkbox"/> Final			
6. PAYMENT INFORMATION <i>(Round all figures to the nearest dollar)</i>			
a. Grant Project Amount		\$	
b. Funds Received To Date		\$	
c. Available (a. minus b.)		\$	
d. Amount Of This Request		\$	
e. Remaining Funds After This Payment (c. minus d.)		\$	
7. SEND WARRANT TO:			
AGENCY NAME			
STREET ADDRESS			
CITY/STATE/ZIP CODE			
8. CERTIFICATION AND SIGNATURE OF PERSON AUTHORIZED IN RESOLUTION <i>I represent and warrant that I have full authority to execute this payment request on behalf of the Grantee. I declare under penalty of perjury, under the laws of the State of California, that this report, and any accompanying documents, for the above-mentioned Grant is true and correct to the best of my knowledge.</i>			
SIGNATURE OF PERSON AUTHORIZED IN RESOLUTION		TITLE	DATE
▶			
FOR CALIFORNIA DEPARTMENT OF PARKS AND RECREATION USE ONLY			
PAYMENT APPROVAL SIGNATURE		DATE	
▶			

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Grant Expenditure Form

All payment requests require a summary of costs incurred. An electronic version of the [grant expenditure form](http://www.parks.ca.gov/grants) is available at www.parks.ca.gov/grants. GRANTEES may use their own spreadsheet if it contains the required information shown below. Keep copies of invoices or warrants with the PROJECT records, available to OGALS on request. Only provide the following information to OGALS:

PROJECT Number:

Warrant/ Check #(1)	Date(2)	Recipient(3)	Purpose(4)	Pre-Construction Amount(5)	Construction Amount(6)
------------------------	---------	--------------	------------	-------------------------------	---------------------------

PRE-CONSTRUCTION Subtotal (5)	\$
Construction Subtotal (6)	\$
Grand Total (5) + (6)	\$

List only ELIGIBLE COSTS charged to the GRANT.

Column (1) Electronic payment numbers/electronic funds transfer numbers in the “Warrant/Check Number” column are acceptable. Include an “EP” next to the electronic payment numbers/electronic funds transfer numbers.

If IN-HOUSE EMPLOYEE SERVICES or GRANTEE’S own equipment was used, a work order or other tracking number can be used instead of a check/warrant number.

Column (2) Date payment was made to recipient. If IN-HOUSE EMPLOYEE SERVICES were used, provide the date range with a summary of actual hours worked, and a sample timesheet.

Column (3) Name of Contractor, IN-HOUSE EMPLOYEE SERVICES, or other entity providing services and/or materials.

Column (4) SCOPE item related to the expenditure and a brief description, such as “playground design,” “community center permits,” “walkway materials,” “sports field construction.”

Column (5) PRE-CONSTRUCTION costs eligible for up to 25% of the GRANT.

Column (6) DEVELOPMENT costs eligible for up to 100% of GRANT.

Project Completion Packet

PROJECT COMPLETION PACKETS must be submitted by March 31st of the year the contract expires.

GRANTEES are encouraged to submit documents digitally, as .pdf files. E-mail the documents to the PROJECT OFFICER as separate digital files, labeled as the document item. GRANTEES should follow up with PROJECT OFFICER to confirm documents were received.

The final payment (not less than 20% of the PROJECT amount) will be processed after PROJECT COMPLETION and the following occurs:

1. Approval of the PROJECT COMPLETION PACKET (page 37).
2. Site inspection by the PROJECT OFFICER to verify PROJECT COMPLETION.

To request the final payment and complete the PROJECT, the GRANTEE must submit the following documents:

1. Payment Request Form (page 35)
2. Grant Expenditure Form (page 35)
3. Final Funding Sources Form (page 20)
4. GHG Emissions Reduction Worksheet (page 24)
5. PROJECT COMPLETION Certification Form (page 38)
6. Photo of the bond act sign and location (page 28)
7. Recorded Deed Restriction, if not already provided (page 29)
8. Completed CEQA, if not already provided (page 21)
9. Notice of Completion (optional)⁵
10. Audit checklist with items checked that GRANTEE will retain for five years following receipt of final payment (page 50)

For acquisition PROJECTS, the GRANTEE must submit these additional documents:

1. A copy of the recorded deed to the property
2. A map sufficient to verify the description of the property including parcel numbers and acreage
3. Copy of title insurance policy
4. Copy of title report

⁵ OGALS recommends that the GRANTEE file a Notice of Completion with the County Recorder pursuant to State of California Civil Code §3093. Filing the Notice of Completion is not a PROJECT COMPLETION requirement.



State of California – The Natural Resources Agency
DEPARTMENT OF PARKS AND RECREATION

Project Completion Certification Form

Grantee:

Project Number:

Grantee contact for audit purposes

Name:

Address:

Phone: ()

Email:

Project completion – list the grant scope items:

Provide revised Funding Sources Form

Interest earned on advanced funds: \$

Interest spent on eligible costs: \$

Was a Notice of Completion filed with the County Recorder or other appropriate entity?

Yes / No

Certification:

I hereby certify that all Grant funds were expended on the above-named Project and that the Project is complete and we have made final payment for all work done.

I have read California Penal Code §118 and understand that every person who testifies, declares, deposes, or certifies under penalty of perjury and willfully states as true any material matter which he or she knows to be false, is guilty of perjury, which is a felony punishable by imprisonment in state prison for two, three, or four years.

Furthermore, I have read California Penal Code §72 and understand that every person who, with the intent to defraud, presents for allowance or for payment to any state board or officer, or to any county, city, or District board or officer, authorized to allow or pay the same if genuine, any false or fraudulent claim, bill, account, voucher, or writing, is guilty of a felony-misdemeanor punishable either by imprisonment in county jail for a period of not more than one year, by a fine not exceeding one thousand dollars, or both, or by imprisonment in state prison, by a fine not exceeding ten thousand dollars, or both.

I represent and warrant that I have full authority to execute this Project Completion Certification on behalf of the Grantee. I declare under penalty of perjury that the foregoing certification of Project Completion for the above-mentioned Grant is true and correct.

AUTHORIZED REPRESENTATIVE Signature

Date

Print Name and Title

Advance Payments

- OGALS reserves the right to disapprove ADVANCE payment requests.
- Past performance, GRANTEE capacity, and the GRANTEE's financial resources will all be considered before issuing an ADVANCE.
- *GRANTEES that are unable to finance a considerable portion of their PROJECTS are encouraged to seek an allocation transfer (page 54).*
- ADVANCE payments may be requested for costs the GRANTEE will incur within the next six months.
- ADVANCE funds must be placed in an interest-bearing account. Any interest earned on those funds *must* be spent within six months of receipt.
- The sum of DEVELOPMENT ADVANCES cannot exceed 50% of the PROJECT amount.

Pre-Construction Advance

Payment Type	Maximum Request	When to Request	Documents to Send to PROJECT OFFICER
Costs to be incurred in next six months	Preconstruction estimate shown on Development Project SCOPE/Cost Estimate Form	After the contract has been encumbered	<ul style="list-style-type: none">• Payment Request Form• ADVANCE justification (see below)• Sample timesheet if funds will be spent on IN-HOUSE EMPLOYEE SERVICES

Construction Advance

Payment Type	Maximum Request	When to Request	Documents to Send to PROJECT OFFICER
Costs to be incurred in next six months	No more than 50% of the grant amount.	After the contract has been encumbered, and construction will commence during the next six months	<ul style="list-style-type: none">• Payment Request Form• ADVANCE justification (see below)• Bid documents (see page 33, number 9)• Copy of signed contract and a notice to proceed or IN-HOUSE EMPLOYEE SERVICES schedule• Filed NOD or NOE (page Error! Bookmark not defined.)• Sample timesheet if funds will be spent on IN-HOUSE EMPLOYEE SERVICES

Advance Justification

Provide the following information:

- Explanation as to why an ADVANCE is needed instead of a reimbursement. Describe any hardships the GRANTEE will experience if a reimbursement were issued instead of an ADVANCE.
- A payment schedule, with a month-by-month estimate, for up to six months, showing the anticipated amount needed, and to whom the funds will be paid (IN-HOUSE EMPLOYEE SERVICES or name of contractor). The six-month period should begin six to eight weeks after payment request is submitted.

- A funding plan, indicating how the GRANTEE intends to provide cash flow to the percentage of the PROJECT exceeding the 50% ADVANCE limit.
- A statement indicating the GRANTEE will put the advanced funds into a separate, interest bearing account, and spend any interest earned on the PROJECT.
- An acknowledgement that all invoices and contracts pursuant to which payments are made shall be made available to OGALS on demand.

Clearing the Advance

ADVANCES must be cleared with six months of receipt, or earlier. ADVANCES should be cleared incrementally, that is, as costs are incurred.

An ADVANCE is cleared as follows:

- Submit a grant expenditure form (see page 35) documenting expenditures of eligible costs equal to the ADVANCE amount *plus any earned interest* (or 125% of the ADVANCE amount if match is required).
- Submit photos of construction completed and the construction sign (see page 28) with the ADVANCE funds (for construction ADVANCES).
- Return the balance of unspent GRANT funds to OGALS no later than thirty days after the end of the six-month ADVANCE period.
- OGALS will then return the GRANT funds to the contract balance. OGALS cannot return interest to the contract balance.

Subsequent Payments

ADVANCE payments must be cleared before *any* payments will be approved.

This requirement may be waived in cases where a PROJECT requires timely payments to contractors, and the remaining balance of unspent ADVANCED funds cannot cover the next PROJECT payment. The following are required to request a waiver:

1. A letter to the PROJECT OFFICER, signed by the AUTHORIZED REPRESENTATIVE, explaining why the waiver is needed.
2. A statement in the letter that the majority of ADVANCED funds has been cleared.
3. A payment schedule with month by month estimates detailing the anticipated amount needed including the unspent balance of previously ADVANCED funds, along with the additional requested reimbursement or ADVANCE.

Acquisition Advance into Escrow

Payment Type	When to Request	Documents to Send
ADVANCES up to 100% of the GRANT and MATCH amounts	After the contract is encumbered and escrow is open	See following instructions 1. Escrow letter 2. Title report cover page 3. Payment request form

The following items are required to request an ADVANCE payment into escrow:

1. A letter on the GRANTEE's letterhead, addressing all of the following elements, and signed by the GRANTEE's AUTHORIZED REPRESENTATIVE:

- a) Name, address and telephone number of the title company or escrow holder, and the escrow account number to which the GRANT funds will be disbursed.
 - b) Copy of the property appraisal and written concurrence (page 14).
 - c) GRANT contract number and amount of GRANT funds requested.
 - d) A statement by the GRANTEE that “the preliminary title report shows that there are no liens, easements, or any other restrictions that would prevent completion of the PROJECT SCOPE and fulfillment of the contract provisions.”
 - e) A statement by the GRANTEE that “all funds (exclusive of the GRANT funds to be provided under this agreement) needed for the completion of the acquisition of the property or properties have been secured and have been or will be deposited to escrow on or about the same date as the requested GRANT funds.” In making this statement, the GRANTEE is entitled to reasonably rely on the representations of the seller.
2. Cover page of the preliminary title report.
 3. Payment Request Form. The “Send Warrant To” item 7 on the Payment Request Form must be completed using the title company’s or escrow holder’s name, mailing address, and contact person (see page 35).

After approval by OGALS, the payment will be mailed by the State Controller’s Office to the designated escrow company within approximately 30 working days.

Returning Unexpended Advanced Funds for Acquisition

If all or a portion of GRANT funds ADVANCED to the title or escrow company are not expended, the unused portion of the ADVANCED funds must be returned to OGALS within 60 days after completion of the acquisitions), within 60 days of the acquisition withdrawal, or within 60 days after the end of the GRANT PERFORMANCE PERIOD, *whichever is earliest*.

Per Capita Contract



State of California – The Natural Resources Agency
DEPARTMENT OF PARKS AND RECREATION

Sample Grant Contract Per Capita Grant Program

GRANTEE: Grantee Name

GRANT PERFORMANCE PERIOD is from July 1, 2018 through June 30, 2024

CONTRACT PERFORMANCE PERIOD is from July 1, 2018 through June 30, 2048

The GRANTEE agrees to the terms and conditions of this contract (CONTRACT), and the State of California, acting through its Director of the Department of Parks and Recreation, pursuant to the State of California, agrees to fund the total State grant amount indicated below.

The GRANTEE agrees to complete the PROJECT SCOPE(s) as defined in the Development PROJECT SCOPE/Cost Estimate Form or acquisition documentation for the application(s) filed with the State of California.

The General and Special Provisions attached are made a part of and incorporated into the Contract.

Total State grant amount not to exceed \$ [GRANT amount]

GRANTEE

AUTHORIZED REPRESENTATIVE Signature

Date

Print Name and Title

STATE OF CALIFORNIA
DEPARTMENT OF PARKS AND RECREATION

AUTHORIZED REPRESENTATIVE Signature

Date

Print Name and Title

CERTIFICATION OF FUNDING (FOR STATE USE ONLY)					
AMOUNT OF ESTIMATE \$		CONTRACT NUMBER		FUND	
ADJ. INCREASING ENCUMBRANCE \$		APPROPRIATION			
ADJ. DECREASING ENCUMBRANCE \$		ITEM VENDOR NUMBER			
UNENCUMBERED BALANCE \$		LINE ITEM ALLOTMENT		CHAPTER	STATUTE
T.B.A. NO.	B.R. NO.	INDEX		Funding Source	FISCAL YEAR
				OBJ. EXPEND	
I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance.					
SIGNATURE OF ACCOUNTING OFFICER				DATE	

I. RECITALS

This CONTRACT is entered into between the California Department of Parks and Recreation (hereinafter referred to as "GRANTOR," "DEPARTMENT" or "STATE") and [grantee name] (hereinafter referred to as "GRANTEE").

The DEPARTMENT hereby grants to GRANTEE a sum (also referred to as "GRANT MONIES") not to exceed \$grant amount, subject to the terms and conditions of this CONTRACT and the 20xx/xx California State Budget, Chapter xx, statutes of 20xx, Item number – 3790-xxx-xxxx (appropriation chapter and budget item number hereinafter referred to as "PER CAPITA GRANT"). These funds shall be used for completion of the GRANT SCOPE(S).

The Grant Performance Period is from July 1, 20xx to June 30, 20xx.

II. GENERAL PROVISIONS

A. Definitions

As used in this CONTRACT, the following words shall have the following meanings:

1. The term "ACT" means the California Drought, Water, Parks Climate, Coastal Protection, and Outdoor Access for All Act of 2018, as referred to in section I of this CONTRACT.
2. The term "APPLICATION" means the individual project APPLICATION packet for a project pursuant to the enabling legislation and/or grant program process guide requirements.
3. The term "DEPARTMENT" or "STATE" means the California Department of Parks and Recreation.
4. The term "DEVELOPMENT" means capital improvements to real property by means of, but not limited to, construction, expansion, and/or renovation, of permanent or fixed features of the property.
5. The term "GRANTEE" means the party described as the GRANTEE in Section I of this CONTRACT.
6. The term "GRANT SCOPE" means the items listed in the GRANT SCOPE/Cost Estimate Form or acquisition documentation found in each of the APPLICATIONS submitted pursuant to this grant.
7. The term "PROCEDURAL GUIDE" means the document identified as the "Procedural Guide for California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access For All Act of 2018 Per Capita Program." The PROCEDURAL GUIDE provides the procedures and policies controlling the administration of the grant.

B. Project Execution

1. Subject to the availability of GRANT MONIES in the act, the STATE hereby grants to the GRANTEE a sum of money not to exceed the amount stated in Section I of this CONTRACT, in consideration of, and on condition that, the sum be expended in carrying out the purposes as set forth in the enabling legislation and referenced in the APPLICATION, Section I of this CONTRACT, and under the terms and conditions set forth in this CONTRACT.

The GRANTEE shall assume any obligation to furnish any additional funds that may be necessary to complete the GRANT SCOPE(S).

The GRANTEE agrees to submit any change or alteration from the original GRANT SCOPE(S) in writing to the STATE for prior approval. This applies to any and all changes that occur after

STATE has approved the APPLICATION. Changes in the GRANT SCOPE(S) must be approved in writing by the STATE.

2. The GRANTEE shall complete the GRANT SCOPE(S) in accordance with the time of the Grant Performance Period set forth in Section I of this CONTRACT, and under the terms and conditions of this CONTRACT.
3. The GRANTEE shall comply with the California Environmental Quality Act (Public Resources Code, §21000, et seq., Title 14, California Code of Regulations, §15000 et seq.).
4. The GRANTEE shall comply with all applicable current laws and regulations affecting DEVELOPMENT projects, including, but not limited to, legal requirements for construction contracts, building codes, health and safety codes, and laws and codes pertaining to individuals with disabilities, including but not limited to the Americans With Disabilities Act of 1990 (42 U.S.C. §12101 et seq.) and the California Unruh Act (California Civil Code §51 et seq.).

C. Procedural Guide

1. GRANTEE agrees to abide by the PROCEDURAL GUIDE.
2. GRANTEE acknowledges that STATE may make reasonable changes to its procedures as set forth in the PROCEDURAL GUIDE. If STATE makes any changes to its procedures and guidelines, STATE agrees to notify GRANTEE within a reasonable time.

D. Project Administration

1. If GRANT MONIES are advanced for DEVELOPMENT projects, the advanced funds shall be placed in an interest bearing account until expended. Interest earned on the advanced funds shall be used on the project as approved by the STATE. If grant monies are advanced and not expended, the unused portion of the grant and any interest earned shall be returned to the STATE within 60 days after project completion or end of the Grant Performance Period, whichever is earlier.
2. The GRANTEE shall submit written project status reports within 30 calendar days after the STATE has made such a request. In any event, the GRANTEE shall provide the STATE a report showing total final project expenditures within 60 days of project completion or the end of the grant performance period, whichever is earlier. The Grant Performance Period is identified in Section I of this CONTRACT.
3. The GRANTEE shall make property or facilities acquired and/or developed pursuant to this contract available for inspection upon request by the STATE.

E. Project Termination

1. Project Termination refers to the non-completion of a GRANT SCOPE. Any grant funds that have not been expended by the GRANTEE shall revert to the STATE.
2. The GRANTEE may unilaterally rescind this CONTRACT at any time prior to the commencement of the project. The commencement of the project means the date of the letter notifying GRANTEE of the award or when the funds are appropriated, whichever is later. After project commencement, this CONTRACT may be rescinded, modified or amended only by mutual agreement in writing between the GRANTEE and the STATE, unless the provisions of this CONTRACT provide that mutual agreement is not required.
3. Failure by the GRANTEE to comply with the terms of the (a) PROCEDURAL GUIDE, (b) any legislation applicable to the ACT, (c) this CONTRACT as well as any other grant contracts, specified or general, that GRANTEE has entered into with STATE, may be cause for suspension of all obligations of the STATE unless the STATE determines that such failure was due to no fault of the GRANTEE. In such case, STATE may reimburse GRANTEE for eligible costs properly incurred in performance of this CONTRACT despite non-performance of the GRANTEE. To qualify for such reimbursement, GRANTEE agrees to mitigate its losses to the best of its ability.
4. Any breach of any term, provision, obligation or requirement of this CONTRACT by the GRANTEE shall be a default of this CONTRACT. In the case of any default by GRANTEE, STATE shall be entitled to all remedies available under law and equity, including but not limited to: a) Specific Performance; b) Return of all GRANT MONIES; c) Payment to the STATE of the fair market value of the project property or the actual sales price, whichever is higher; and d) Payment to the STATE of the costs of enforcement of this CONTRACT, including but not limited to court and arbitration costs, fees, expenses of litigation, and reasonable attorney fees.
5. The GRANTEE and the STATE agree that if the GRANT SCOPE includes DEVELOPMENT, final payment may not be made until the work described in the GRANT SCOPE is complete and the GRANT PROJECT is open to the public.

F. Budget Contingency Clause

If funding for any fiscal year is reduced or deleted by the budget act for purposes of this program, the STATE shall have the option to either cancel this contract with no liability occurring to the STATE, or offer a CONTRACT amendment to GRANTEE to reflect the reduced grant amount. This Paragraph shall not require the mutual agreement as addressed in Paragraph E, provision 2, of this CONTRACT.

G. Hold Harmless

1. The GRANTEE shall waive all claims and recourse against the STATE including the right to contribution for loss or damage to persons or property arising from, growing out of or in any way connected with or incident to this CONTRACT except claims arising from the concurrent or sole negligence of the STATE, its officers, agents, and employees.
2. The GRANTEE shall indemnify, hold harmless and defend the STATE, its officers, agents and employees against any and all claims, demands, damages, costs, expenses or liability costs arising out of the ACQUISITION, DEVELOPMENT, construction, operation or maintenance of the property described as the project which claims, demands or causes of action arise under California Government Code Section 895.2 or otherwise except for liability arising out of the concurrent or sole negligence of the STATE, its officers, agents, or employees.

3. The GRANTEE agrees that in the event the STATE is named as codefendant under the provisions of California Government Code Section 895 et seq., the GRANTEE shall notify the STATE of such fact and shall represent the STATE in the legal action unless the STATE undertakes to represent itself as codefendant in such legal action in which event the GRANTEE agrees to pay the STATE's litigation costs, expenses, and reasonable attorney fees.
4. The GRANTEE and the STATE agree that in the event of judgment entered against the STATE and the GRANTEE because of the concurrent negligence of the STATE and the GRANTEE, their officers, agents, or employees, an apportionment of liability to pay such judgment shall be made by a court of competent jurisdiction. Neither party shall request a jury apportionment.
5. The GRANTEE shall indemnify, hold harmless and defend the STATE, its officers, agents and employees against any and all claims, demands, costs, expenses or liability costs arising out of legal actions pursuant to items to which the GRANTEE has certified. The GRANTEE acknowledges that it is solely responsible for compliance with items to which it has certified.

H. Financial Records

1. The GRANTEE shall maintain satisfactory financial accounts, documents, including loan documents, and all other records for the project and to make them available to the STATE for auditing at reasonable times. The GRANTEE also agrees to retain such financial accounts, documents and records for five years following project termination or issuance of final payment, whichever is later.
The GRANTEE shall keep such records as the STATE shall prescribe, including records which fully disclose (a) the disposition of the proceeds of STATE funding assistance, (b) the total cost of the project in connection with such assistance that is given or used, (c) the amount and nature of that portion of the project cost supplied by other sources, and (d) any other such records that will facilitate an effective audit.
3. The GRANTEE agrees that the STATE shall have the right to inspect and make copies of any books, records or reports pertaining to this contract or matters related thereto during regular office hours. The GRANTEE shall maintain and make available for inspection by the STATE accurate records of all of its costs, disbursements and receipts with respect to its activities under this contract. Such accounts, documents, and records shall be retained by the GRANTEE for at least five years following project termination or issuance of final payment, whichever is later.
4. The GRANTEE shall use a generally accepted accounting system.

I. Use of Facilities

1. The GRANTEE agrees that the GRANTEE shall operate and maintain the property acquired or developed with the GRANT MONIES, for the duration of the Contract Performance Period.
2. The GRANTEE agrees that, during the Contract Performance Period, the GRANTEE shall use the property acquired or developed with GRANT MONIES under this contract only for the purposes of this grant and no other use, sale, or other disposition or change of the use of the property to one not consistent with its purpose shall be permitted except as authorized by the STATE and the property shall be replaced with property of equivalent value and usefulness as determined by the STATE.
3. The property acquired or developed may be transferred to another entity if the successor entity assumes the obligations imposed under this CONTRACT and with the approval of STATE.

4. Any real Property (including any portion of it or any interest in it) may not be used as security for any debt or mitigation, without the written approval of the STATE provided that such approval shall not be unreasonably withheld as long as the purposes for which the Grant was awarded are maintained. Any such permission that is granted does not make the STATE a guarantor or a surety for any debt or mitigation, nor does it waive the STATE'S rights to enforce performance under the Grant CONTRACT.
5. All real property, or rights thereto, acquired with GRANT MONIES shall be subject to an appropriate form of restrictive title, rights, or covenants approved by the STATE. If the project property is taken by use of eminent domain, GRANTEE shall reimburse STATE an amount at least equal to the amount of GRANT MONIES received from STATE or the pro-rated full market value of the real property, including improvements, at the time of sale, whichever is higher.
6. If eminent domain proceedings are initiated against GRANTEE, GRANTEE shall notify STATE within 10 days of receiving the complaint.

J. Nondiscrimination

1. The GRANTEE shall not discriminate against any person on the basis of sex, race, color, national origin, age, religion, ancestry, sexual orientation, or disability in the use of any property or facility developed pursuant to this contract.
2. The GRANTEE shall not discriminate against any person on the basis of residence except to the extent that reasonable differences in admission or other fees may be maintained on the basis of residence and pursuant to law.
3. All facilities shall be open to members of the public generally, except as noted under the special provisions of this project contract or under provisions of the enabling legislation and/or grant program.

K. Severability

If any provision of this CONTRACT or the application thereof is held invalid, that invalidity shall not affect other provisions or applications of the CONTRACT which can be given effect without the invalid provision or application, and to this end the provisions of this CONTRACT are severable.

L. Liability

1. STATE assumes no responsibility for assuring the safety or standards of construction, site improvements or programs related to the GRANT SCOPE. The STATE'S rights under this CONTRACT to review, inspect and approve the GRANT SCOPE and any final plans of implementation shall not give rise to any warranty or representation that the GRANT SCOPE and any plans or improvements are free from hazards or defects.
2. GRANTEE will secure adequate liability insurance, performance bond, and/or other security necessary to protect the GRANTEE'S and STATE'S interest against poor workmanship, fraud, or other potential loss associated with completion of the grant project.

M. Assignability

Without the written consent of the STATE, the GRANTEE'S interest in and responsibilities under this CONTRACT shall not be assignable by the GRANTEE either in whole or in part.

N. Use of Grant Monies

GRANTEE shall not use any grant funds (including any portion thereof) for the purpose of making any leverage loan, pledge, promissory note or similar financial device or transaction, without: 1) the prior written approval of the STATE; and 2) any financial or legal interests created by any such leverage loan, pledge, promissory note or similar financial device or transaction in the project property shall be completely subordinated to this CONTRACT through a Subordination Agreement provided and approved by the STATE, signed by all parties involved in the transaction, and recorded in the County Records against the fee title of the project property.

N. Section Headings

The headings and captions of the various sections of this CONTRACT have been inserted only for the purpose of convenience and are not a part of this CONTRACT and shall not be deemed in any manner to modify, explain, or restrict any of the provisions of this CONTRACT.

O. Waiver

Any failure by a party to enforce its rights under this CONTRACT, in the event of a breach, shall *not* be construed as a waiver of said rights; and the waiver of any breach under this CONTRACT shall *not* be construed as a waiver of any subsequent breach.

GRANTEE

AUTHORIZED REPRESENTATIVE Signature Date

Print Name and Title

STATE OF CALIFORNIA DEPARTMENT OF PARKS AND RECREATION

AUTHORIZED REPRESENTATIVE Signature Date

Print Name and Title

Accounting and Audits

Accounting Requirements

GRANTEES must use accounting practices that:

- Provide accounting data that clearly records costs incurred on the PROJECT and accurately reflects fiscal transactions, with the necessary controls and safeguards.
- Provide good audit trails, especially the source documents (purchase orders, receipts, progress payments, invoices, timecards, cancelled warrants, warrant numbers, etc.) specific to the PROJECT.

Accounting Rules for Employee Services (IN-HOUSE EMPLOYEE SERVICES)

GRANTEES must follow these accounting practices for employee services:

- Maintain time and attendance records as charges are incurred, identifying the employee through a name or other tracking system, and that employee's actual time spent on the PROJECT.
- Time estimates, including percentages, for work performed on the PROJECT are not acceptable.
- Time sheets that do not identify the specific employee's time spent on the PROJECT are not acceptable.
- Costs of the salaries and wages must be calculated according to the GRANTEE'S wage and salary scales, and may include benefit costs such as vacation, health insurance, pension contributions and workers' compensation.
- Overtime costs may be allowed under the GRANTEE'S established policy, provided that the regular work time was devoted to the same PROJECT.
- May not include overhead or cost allocation. These are costs generally associated with supporting an employee, such as rent, personnel support, IT, utilities, etc.

State Audit

Grants are subject to audit by DPR. All PROJECT records must be retained for five years after final payment was issued, or PROJECT terminated, whichever is later.

The GRANTEE must provide the following when an audit date and time has been confirmed by DPR:

- All PROJECT records, including the source documents and cancelled warrants, books, papers, accounts, time sheets, or other records listed in the Audit Checklist or requested by DPR.
- An employee having knowledge of the PROJECT and its records to assist the DPR auditor.

Record Keeping Recommendation

GRANTEES are encouraged to keep records of all eligible costs, including those not submitted to OGALS for payment. This provides a potential source of additional eligible costs, should any submitted expenses be deemed ineligible.

Contact the DPR Audits Office at (916) 657-0370 for questions about these requirements.

Audit Checklist

An audit of the PROJECT may be performed before or following PROJECT completion. The GRANTEE must retain and make available all PROJECT related records for five years following PROJECT termination or final payment of GRANT funds. Listed below are some of the items the auditor will examine during the review of your records as applicable. It is the responsibility of the GRANTEE to have these records available in a central location ready for review once an audit date and time has been confirmed. If you have any questions regarding these documents, contact the State Department of Parks and Recreation Audits Office at (916) 657-0370.

CONTRACTS

- ☐ Summary list of bidders (including individual bid packages)
- ☐ Recommendation by reviewer of bids
- ☐ Award by governing body (minutes of the meeting/resolution)
- ☐ Construction contract agreement
- ☐ Contract bonds (bid, performance, payment)
- ☐ Contract change orders
- ☐ Contractor's progress billings
- ☐ Payments to contractor (cancelled checks/warrants, bank statements, EFT receipts**)
- ☐ Stop Notices (filed by sub-contractors and release if applicable)
- ☐ Liquidated damages (claimed against the contractor)
- ☐ Notice of completion (recorded)

IN-HOUSE EMPLOYEE SERVICES*

- ☐ Authorization/work order identifying project
- ☐ Daily time sheets signed by employee and supervisor
- ☐ Hourly rate (salary schedules/payroll register)
- ☐ Fringe benefits (provide breakdown)

IN-HOUSE EQUIPMENT*

- ☐ Authorization/work order
- ☐ Daily time records identifying the project site
- ☐ Hourly rate related backup documents

MINOR CONTRACTS/ MATERIALS/ SERVICES/EQUIPMENT RENTALS

- ☐ Purchase orders/Contracts/Service Agreements
- ☐ Invoices
- ☐ Payments (cancelled checks/warrants, bank statements and EFT receipts **)

ACQUISITION

- ☐ Appraisal Report
 - ☐ Did the owner accompany the appraiser?
 - ☐ 10 year history
- ☐ Statement of just compensation (signed by seller)
- ☐ Statement of difference (if purchased above appraisal)
- ☐ Waiver of just compensation (if purchased below appraisal: signed by seller)
- ☐ Final Escrow Closing Statement
- ☐ Cancelled checks/warrants, bank statements and EFT receipts, [payment(s) to seller(s)]
- ☐ GRANT deed (vested to the participant) or final order of condemnation
- ☐ Title insurance policy (issued to participant)
- ☐ Relocation documents
- ☐ Income (rental, grazing, sale of improvements, etc.)

INTEREST

- ☐ Schedule of interest earned on State funds advanced (Interest on grant advances is accountable, even if commingled in a pooled fund account and/or interest was never allocated back to the grant fund.)

AGREEMENT/CONTRACTS

- ☐ Leases, agreements, etc., pertaining to developed/acquired property
- ☐ Proof of insurance pertaining to developed/acquired property

** Estimated time expended on the projects is not acceptable. Actual time records and all supporting documentation must be maintained as charges are incurred and made available for verification at the time of audit.*

*** Front and back if copied.*

References

Public Resources Code relating to the Proposition 68 Per Capita program

80000.

This division shall be known, and may be cited, as the California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access For All Act of 2018.

80001.

(b) It is the intent of the people of California that all of the following shall occur in the implementation of this division:

- (3) To the extent practicable, a project that receives moneys pursuant to this division will include signage informing the public that the project received funds from the California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access For All Act of 2018.
- (5) To the extent practicable, a project that receives moneys pursuant to this division will provide workforce education and training, contractor, and job opportunities for disadvantaged communities.
- (7) To the extent practicable, administering entities should measure or require measurement of greenhouse gas emissions reductions and carbon sequestrations associated with projects that receive moneys pursuant to this division.
- (8) To the extent practicable, as identified in the "Presidential Memorandum--Promoting Diversity and Inclusion in Our National Parks, National Forests, and Other Public Lands and Waters," dated January 12, 2017, the public agencies that receive funds pursuant to this division will consider a range of actions that include, but are not limited to, the following:
 - (A) Conducting active outreach to diverse populations, particularly minority, low-income, and disabled populations and tribal communities, to increase awareness within those communities and the public generally about specific programs and opportunities.
 - (B) Mentoring new environmental, outdoor recreation, and conservation leaders to increase diverse representation across these areas.
 - (C) Creating new partnerships with state, local, tribal, private, and nonprofit organizations to expand access for diverse populations.
 - (D) Identifying and implementing improvements to existing programs to increase visitation and access by diverse populations, particularly minority, low-income, and disabled populations and tribal communities.
 - (E) Expanding the use of multilingual and culturally appropriate materials in public communications and educational strategies, including through social media strategies, as appropriate, that target diverse populations.
 - (F) Developing or expanding coordinated efforts to promote youth engagement and empowerment, including fostering new partnerships with diversity-serving and youth-serving organizations, urban areas, and programs.
 - (G) Identifying possible staff liaisons to diverse populations.

80002.

(d) "Department" means the Department of Parks and Recreation.

(n) "Severely disadvantaged community" means a community with a median household income less than 60 percent of the statewide average.

80020.

Moneys allocated pursuant to this division shall not be used to fulfill any mitigation requirements imposed by law.

CHAPTER 3.**80060.**

For purposes of this chapter, “district” means any regional park district, regional park and open-space district, or regional open-space district formed pursuant to Article 3 (commencing with §5500) of Chapter 3 of Division 5, any recreation and park district formed pursuant to Chapter 4 (commencing with §5780) of Division 5, or any authority formed pursuant to Division 26 (commencing with §35100). With respect to any community or unincorporated region that is not included within a district, and in which no city or county provides parks or recreational areas or facilities, “district” also means any other entity, including, but not limited to, a district operating multiple-use parklands pursuant to Division 20 (commencing with §71000) of the Water Code.

80061.

- (a) The sum of two hundred million dollars (\$200,000,000) shall be available to the department, upon appropriation by the Legislature, for local park rehabilitation, creation, and improvement grants to local governments on a per capita basis. Grant recipients shall be encouraged to utilize awards to rehabilitate existing infrastructure and to address deficiencies in neighborhoods lacking access to the outdoors.
- (b) The sum of fifteen million dollars (\$15,000,000) shall be available to the department, upon appropriation by the Legislature, for grants to cities and districts in urbanized counties providing park and recreation services within jurisdictions of 200,000 or less in population. For purposes of this subdivision, “urbanized county” means a county with a population of 500,000 or more. An entity eligible to receive funds under this subdivision shall also be eligible to receive funds available under subdivision (a).
- (c) Unless the project has been identified as serving a severely disadvantaged community, an entity that receives an award pursuant to this section shall be required to provide a match of 20 percent as a local share.

80062.

- (a)(1) The department shall allocate 60 percent of the funds available pursuant to subdivision (a) of Section 80061 to cities and districts, other than a regional park district, regional park and open-space district, open-space authority, or regional open-space district. Each city’s and district’s allocation shall be in the same ratio as the city’s or district’s population is to the combined total of the state’s population that is included in incorporated and unincorporated areas within the county, except that each city or district shall be entitled to a minimum allocation of two hundred thousand dollars (\$200,000). If the boundary of a city overlaps the boundary of a district, the population in the overlapping area shall be attributed to each jurisdiction in proportion to the extent to which each operates and manages parks and recreational areas and facilities for that population. If the boundary of a city overlaps the boundary of a district, and in the area of overlap the city does not operate and manage parks and recreational areas and facilities, all grant funds for that area shall be allocated to the district.

- (2) On or before April 1, 2020, a city and a district that are subject to paragraph (1), and whose boundaries overlap, shall collaboratively develop and submit to the department a specific plan for allocating the grant funds in accordance with the formula specified in paragraph (1). If, by that date, the plan has not been developed and submitted to the department, the director shall determine the allocation of the grant funds between the affected jurisdictions.
- (b)(1) The department shall allocate 40 percent of the funds available pursuant to subdivision (a) of §80061 to counties and regional park districts, regional park and open-space districts, open-space authorities formed pursuant to Division 26 (commencing with §35100), and regional open-space districts formed pursuant to Article 3 (commencing with §5500) of Chapter 3 of Division 5.
- (2) Each county's allocation under paragraph (1) shall be in the same ratio that the county's population is to the total state population, except that each county shall be entitled to a minimum allocation of four hundred thousand dollars (\$400,000).
- (3) In any county that embraces all or part of the territory of a regional park district, regional park and open-space district, open-space authority, or regional open-space district, and whose board of directors is not the county board of supervisors, the amount allocated to the county shall be apportioned between that district and the county in proportion to the population of the county that is included within the territory of the district and the population of the county that is outside the territory of the district.
- (c) For the purpose of making the calculations required by this section, population shall be determined by the department, in cooperation with the Department of Finance, on the basis of the most recent verifiable census data and other verifiable population data that the department may require to be furnished by the applicant city, county, or district.
- (d) The Legislature intends all recipients of funds pursuant to subdivision (a) of §80061 to use those funds to supplement local revenues in existence on the effective date of the act adding this division. To receive an allocation pursuant to subdivision (a) of §80061, the recipient shall not reduce the amount of funding otherwise available to be spent on parks or other projects eligible for funds under this division in its jurisdiction. A one-time allocation of other funding that has been expended for parks or other projects, but which is not available on an ongoing basis, shall not be considered when calculating a recipient's annual expenditures. For purposes of this subdivision, the Controller may request fiscal data from recipients for the preceding three fiscal years. Each recipient shall furnish the data to the Controller no later than 120 days after receiving the request from the Controller.

80063.

- (a) The director of the department shall prepare and adopt criteria and procedures for evaluating applications for grants allocated pursuant to subdivision (a) of §80061. The application shall be accompanied by certification that the project is consistent with the park and recreation element of the applicable city or county general plan or the district park recreation plan, as the case may be.
- (b) To utilize available grant funds as effectively as possible, overlapping and adjoining jurisdictions and applicants with similar objectives are encouraged to combine projects and submit a joint application. A recipient may allocate all or a portion of its per capita share for a regional or state project.

Allocation Tables

Visit OGALS' [Per Capita webpage](http://www.parks.ca.gov/percapita) at www.parks.ca.gov/percapita for allocations.

Allocation Transfer

Entities that receive an allocation under the Per Capita program may transfer all or part of that allocation to another eligible entity, provided that the following requirements are met:

1. All required documentation must be submitted no later than six months from the end of the encumbrance period.
2. The transferring agency must submit a resolution authorizing the transfer of the allocation. The resolution must name the recipient entity and the transferred amount.⁶
3. The recipient must be eligible to receive Per Capita funds.
4. The recipient must have submitted the authorizing resolution shown on page 7.
5. The recipient must submit a resolution authorizing the receipt of funds; the resolution must state the donor and the transferred amount.

⁶ Please contact OGALS for sample transfer and recipient resolutions.

Definitions

Capitalized words and terms used in this guide are defined below.

ADVANCE – payment made to the GRANTEE for work that will occur in the future or work that has already occurred during the GRANT PERFORMANCE PERIOD and has not been paid for by the GRANTEE.

APPLICATION PACKET – the Application form and its required attachments described in the Application Checklist and Directions beginning on page 10.

AUTHORIZED REPRESENTATIVE – the GRANTEE’S designated position authorized in the Resolution to sign all required GRANT documents.

CEQA – the California Environmental Quality Act established policies and procedures requiring GRANTEES to identify, disclose to decision makers and the public, and attempt to lessen, significant impacts to environmental and historical resources that may occur as a result of the GRANTEE’S proposed PROJECT. (Public Resources Code §21000 et seq.; Title 14 California Code of Regulations §15000 et seq.)

CONSTRUCTION COSTS – costs incurred starting with the date when ground-breaking construction activities such as site preparation, grading, or gutting begins, and continuing to the end of the GRANT PERFORMANCE PERIOD.

CONTRACT PERFORMANCE PERIOD – the amount of time stated on the contract agreement, specifying the performance of the contractual grant obligations between the GRANTEE and DPR.

DEVELOPMENT – construction, expansion, or renovation.

DPR – the California Department of Parks and Recreation.

GRANT – funds made available to a GRANTEE for completion of the PROJECT SCOPE(s) during the GRANT PERFORMANCE PERIOD.

GRANTEE – an entity having a fully executed contract with DPR.

GRANT PERFORMANCE PERIOD – period of time that eligible costs may be incurred by the GRANTEE and paid for by DPR, as specified in the fully executed contract.

IN-HOUSE EMPLOYEE SERVICES – use of the GRANTEE’S employees working on the PROJECT SCOPE.

OGALS – DPR’s Office of Grants and Local Services.

PRE-CONSTRUCTION COSTS – costs incurred within the GRANT PERFORMANCE PERIOD for the planning, design, and permit phase of the PROJECT before construction can begin.

PROJECT – the SCOPE as described in the APPLICATION PACKET to be completed with GRANT funds.

PROJECT COMPLETION – when the PROJECT is complete and the facilities are open and useable by the public.

PROJECT COMPLETION PACKET – The documents listed on page 37 that are required in order to request final payment following PROJECT COMPLETION.

PROJECT OFFICER – an OGALS employee, who acts as a liaison with GRANTEES and administers GRANT funds, facilitates compliance with the Procedural Guide, and the GRANT contract.

SCOPE – the acquisition, recreation features, and major support amenities described in the APPLICATION PACKET that must be completed prior to final GRANT payment.

TOTAL PROJECT COST – the combined dollar amount of all funding sources used to complete the acquisition, or recreation features and major support amenities described in the APPLICATION PACKET.



AGENDA STAFF REPORT

City of West Covina | Office of the City Manager

DATE: April 6, 2021

TO: Mayor and City Council

FROM: David Carmany
City Manager

SUBJECT: CONSIDERATION OF CONSTRUCTION, LEASE PURCHASE, AND RENEWABLE ENERGY CREDIT AGREEMENTS IN CONNECTION WITH THE ENERGY SYSTEMS UPGRADES PROJECT

RECOMMENDATION:

It is recommended that the City Council take the following actions:

1. Conduct the public hearing, and
2. At the conclusion of the public hearing, consider adoption of the following resolution:

RESOLUTION NO. 2021-26 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, AUTHORIZING THE EXECUTION AND DELIVERY OF A CONSTRUCTION AGREEMENT AND LEASE PURCHASE AGREEMENTS AND MAKING FINDINGS REQUIRED BY GOVERNMENT CODE SECTION 4217.10 ET SEQ. IN CONNECTION WITH THE CITY'S ENERGY SYSTEMS UPGRADES PROJECT

3. Authorize the City Manager to negotiate and execute any amendments to the agreements authorized by the Resolution.
4. Authorize the City Manager to negotiate and execute renewable energy credit agreements.

BACKGROUND:

Energy service contracts are authorized by California Government Code section 4217.10 *et seq.* Government Code section 4217.12 provides that a public agency may enter into an energy service contract on such terms as the City Council determines are in the best interest of the City if "the anticipated cost to the public agency for thermal or electrical energy or conservation services provided by the energy conservation facility under contract will be less than the anticipated marginal cost to the public agency of thermal, electrical, or other energy that would have been consumed in the absence of these purchases." This simply means that the energy savings over the lifetime of the project will be equal to or greater than the project costs.

Authority for contracts. Government Code section 4217.13 authorizes a public agency to enter into a facility financing contract and facility ground lease if the governing body determines that funds for the repayment of the financing or the cost of design, construction, and operation of the energy conservation facility, or both, as required

by the contract, are projected to be available from revenues resulting from sales of electricity or thermal energy from the facility or from funding that otherwise would have been used for purchase of electrical, thermal, or other energy required by the public agency in the absence of the energy conservation facility, or both.

Previous City Council action. On October 6, 2020, the City Council conducted a public hearing in accordance with the requirements of Government Code section 4217.10 et seq. At the conclusion of the public hearing, the City Council adopted Resolution No. 2020-103, authorizing the execution and delivery of an Installation Agreement and a Measurement & Verification Agreement with Alliance Building Solutions, Inc. (ABS), related solar purchase agreements and solar lease agreements with Distributed Solar Development, LLC, and the negotiation and execution of a financing agreement on terms that were equal to or better than those proposed by Alliance Funding Solutions, Inc., and making the findings required by Government Code section 4217.10 et seq. The City selected ABS following a formal solicitation for Energy Efficiency Contracting Services. After receiving and reviewing four proposals in response to the City's solicitation, the City determined that ABS had the most comprehensive proposal and demonstrated the best understanding of the required services.

During the course of the City's contract negotiations with Distributed Solar Development, LLC, relating to the solar component of the energy systems upgrades, ABS presented the City with an alternative approach for implementing the project, which included DS Energy Solutions' design and installation of the solar energy facilities and Lease Purchase Agreements with Alliance Funding Solutions, Inc. that would result in greater savings to the City than initially contemplated in October 2020. Under the initial approach that was approved by the City Council in October, the City was anticipated to have net savings of \$1,888,538 over the life of the project. Based upon information provided by ABS, the net savings to the City that would result from the project under the alternative approach is anticipated to be \$4,927,417, resulting in additional savings of \$3,000,000.

DISCUSSION:

California Environmental Quality Act (CEQA). The Project is exempt from CEQA pursuant to the statutory exemption outlined in Public Resources Code, section 21080.35 for installation of solar energy systems. Specifically, that section states that CEQA "does not apply to the installation of a solar energy system on the roof of an existing building or at an existing parking lot." Pub. Res. Code § 21080.35. A solar energy system "includes all associated equipment." Id. "Associated equipment consists of parts and materials that enable the generation and use of solar electricity or solar-heated water, including any monitoring and control, safety, conversion and emergency responder equipment necessary to connect to the customer's electrical service or plumbing and any equipment, as well as any equipment necessary to connect the energy generated to the electrical grid, whether that connection is onsite or on an adjacent parcel of the building and separated only by an improved right-of-way." Id. An "existing parking lot" is defined as "an area designated and used for parking of vehicles as of the time of the application for the solar energy system and for at least the previous two years." Id. The Project meets this exemption because it involves installation of energy efficient fixtures and improvements and the installation and operation of solar energy facilities on existing rooftops and carports at City owned facilities. Further, no native trees older than 25 years or trees required to be planted, maintained, or protected pursuant to local, state, or federal requirements will need to be removed as a direct result of the Solar Project, no take permits are necessary, no streambed alteration agreements are necessary, and no permits pursuant to Section 401 or 404 of the federal Clean Water Act or waste discharge requirements pursuant to the Porter-Cologne Water Quality Control Act are necessary. The Project is also exempt from CEQA under a Class 1 categorical exemption (14 C.C.R. § 15301) because it involves the minor alteration of existing facilities with improvements that would lead to negligible or no expansion of use beyond the use existing at this time. The installation of solar energy facilities on existing carports and rooftops will make the City more energy efficient. The solar energy facilities would not lead to an intensification of the existing uses because the improvements do not expand building square footage or office space. Furthermore, the Project does not involve any improvements that would increase the maximum employee capacity. In all, the Project would result in net environmental benefits by reducing traditional electrical energy consumption of the City. Therefore, the Project would be exempt under a Class 1 exemption. The Solar Project is also exempt from CEQA because it involves the construction of minor structures accessory to existing facilities. 14 C.C.R. § 15311. As explained above, involves installation of energy efficient fixtures and improvements and the installation and operation of solar energy facilities on existing rooftops and carports at City owned facilities. The solar panels would lie within the existing permitted height of the City's buildings. Views would not be interrupted by the solar panels, and they would blend with the existing structures. Therefore, the Solar Project would be exempt under a Class 1 exemption. The Project

is also exempt from CEQA under CEQA section 15303 (new construction or conversion of small structures) and CEQA section 15061 (common sense exemption) because the Project involves installation of energy efficient fixtures and improvements and the installation and operation of solar energy facilities on rooftops and carports at City owned facilities that will benefit the environment by creating more renewable energy. None of the exceptions to the categorical exemptions apply. 14 C.C.R. § 15300.2. Specifically, the Project is not located in a particularly sensitive environment. The improvements will be installed on existing structures in developed areas. The cumulative impact of successive projects of this same type in the same place over time would not be significant because the facilities are limited in size. The Project involves installation of energy efficient fixtures and improvements and the installation and operation of solar energy facilities on rooftops and carports at City owned facilities. These types of improvements are not unusual. Moreover, the carports and buildings impacted by the Project are not located within an officially designated state scenic highway. Thus, the Project would not have an impact in this regard. Similarly, the proposed improvements are not located on sites designated pursuant to Government Code section 65962.5. Finally, the Project does not involve any improvements, modifications, or other changes to a historical resource. Therefore, none of the circumstances outlined in Title 14, California Code of Regulations, section 15300.2 apply.

California Government Code notice requirements. Pursuant to Government Code sections 4217.12 and 4217.13, which require that the City Council make the required findings at a regularly scheduled public hearing and that public notice be given at least two weeks in advance of the public hearing, the City published notice of tonight's public hearing on March 22, 2021 in the San Gabriel Valley Tribune, indicating that the City Council will be considering entering into an agreement with DS Energy Solutions for the construction and installation of solar photovoltaic systems at City facilities, entering into related financing agreements with Alliance Funding Solutions, Inc. for the repayment of the costs associated with the implementation of the solar photovoltaic systems and energy systems upgrades project, and making findings and determinations required by Government Code section 4217.10 et seq. The notice was also published on the City's website.

Required findings. At the public hearing during the April 6, 2021 meeting, the City Council will be presented information in support the findings required by Government Code sections 4217.12 and 4217.13 to enter into an energy service contract for the solar component and financing contracts and will seek comments from the public and any other interested parties regarding the proposed action to authorize the execution of the contracts. As outlined above, the findings for the energy services contract shall provide that the cost to the City to implement the energy related improvements will be less than the anticipated marginal cost to the City of thermal, electrical, or other energy that would have been consumed by the City in the absence of purchasing the energy improvements.

Financing proposal. Alliance Funding Solutions, Inc. has presented a revised financing proposal which includes financing the installation of energy efficient fixtures and improvements at a net financing amount of \$3,215,098.00 at an interest rate of 3.050% over a 15-year term, with payments totaling \$4,065,973.74 ("Energy Project Financing"), and financing the installation and operation of solar energy facilities on rooftops and carports in a net financing amount of \$3,386,950.00 at an interest rate of 3.600% over a 20-year term, with payments totaling \$4,971,348.94 ("Solar Project Financing").

As outlined during the October 6, 2020 public hearing, the proposed energy efficiency improvements are proposed on the following facilities:

Cameron Park & Community Center
City Yard
Civic Center (Police Department/ Communication Center/ Parking Garage/ City Hall)
Fire Station No. 1
Fire Station No. 2
Fire Station No. 3
Fire Station No. 4
Palm View Center
Senior Center

Proposed energy efficiency improvements include:

- Lighting Improvements:
 - Interior LED Lighting Upgrades
 - Exterior LED Lighting Upgrades
 - Install Dual Technology Occupancy Sensors
- Mechanical Improvements
 - New High Efficiency HVAC Unit Replacements
 - HVAC Unit Efficiency Retrofit
- Controls
 - Install Smart Programmable Thermostats
 - Install Energy Management Systems (EMS)
- Self Generation
 - Install Solar Photovoltaic (PV) System
- Building Envelope
 - Roof Replacement
- Other
 - Transformer Replacements
 - MPTS Power Quality Installation
 - Install New Modular Restroom

The total project amount for the proposed energy efficiency improvements is \$7,592,048. The City will make a capital contribution of \$1,000,000. Therefore, with the costs of issuance (\$10,000), the City will finance \$6,602,048. The project savings throughout the duration of this project is anticipated to be \$14,964,740. The total cost to the City with the Energy Project Financing and the Solar Project Financing will be \$9,037,323. Therefore, the anticipated net savings to the City over the life of the contracts is \$4,927,417. As outlined above, this new approach is anticipated to save the City an additional \$3,000,000 over the life of the project as compared to the approach approved in October 2020.

By adopting the proposed resolution, the City Council will authorize the execution and delivery of a construction agreement for the solar component of the energy systems upgrades and lease purchase agreements and make the findings required by Government Code section 4217.10 et seq. The resolution provides the City Manager, in consultation with the City Attorney, with the authority to negotiate the terms of the agreements, including modifying the forms of the agreements to be utilized, provided that the terms of such agreements are equal to or better than those set forth above relating to the project financing.

Staff is also requesting that the City Council authorize the City Manager to execute renewable energy credit agreements. Renewable energy certificates (also known as renewable energy credits, or RECs) represent the energy generated by renewable energy sources such as solar. RECs represent the clean energy attributes of renewable electricity. Buyers are using these RECs to offset brown power in their process, thereby reducing the carbon intensity of their production. The price of RECs fluctuate and is directly correlated to the Low Carbon Fuel Standards ("LCFS") market. Each MWh of production gives the city 1 REC that can be sold. The total RECs are calculated annually based on previous year's production. The proposed solar system will produce approximately 2,215 MWh and provide the city with 2,215 RECs. Once the solar system has produced electricity for one year, Alliance will work with the City to sell RECs to a buyer that wants to reduce its carbon footprint.

LEGAL REVIEW:

The City Attorney's Office has reviewed and approved the resolution as to form and is working with staff on all agreements related to the project.

OPTIONS:

The City Council has the following options:

1. Approve staff's recommendation; or
2. Provide alternative direction.

Prepared by: Brittany Roberto, Deputy City Attorney

Fiscal Impact

FISCAL IMPACT:

Funds for the \$1,000,000 City contribution are budgeted in the CIP account fund 160.

Attachments

Attachment No. 1 - Presentation

Attachment No. 2 - Resolution No. 2021-26

Attachment No. 3 - Sample Solar Construction Agreement

Attachment No. 4 - Sample Lease Purchase Agreement (Energy Project)

Attachment No. 5 - Sample Lease Purchase Agreement (Solar Project)

CITY COUNCIL GOALS & OBJECTIVES: Achieve Fiscal Sustainability and Financial Stability
Enhance City Facilities and Infrastructure
Enhance the City Image and Effectiveness



City of West Covina

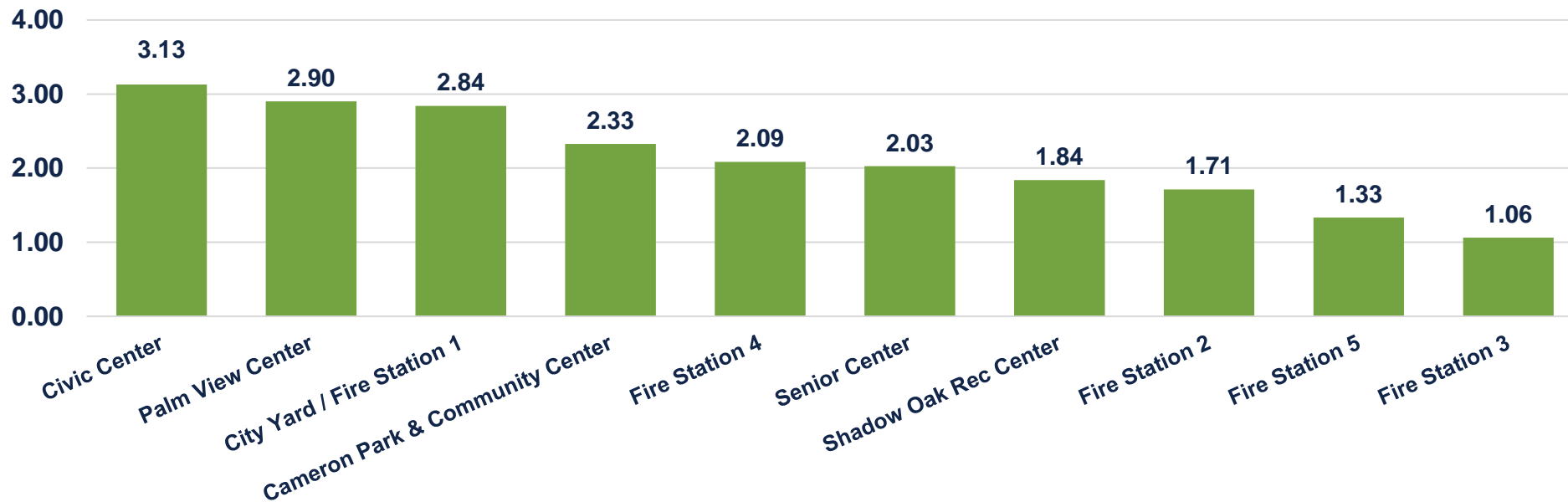
Energy Efficiency Project



Current Energy Costs



Dollars Per Sq. Ft Energy Cost



Annual Energy Usage

\$465,658

Scope Matrix – Recommended Scope of Work



	Lighting			Mechanical		Controls		Self Generation	Building Envelope	Other		
	Interior LED Lighting Upgrades	Exterior LED Lighting Upgrades	Install Dual Technology Occupancy Sensors	New High Efficiency HVAC Unit Replacements	HVAC Unit Efficiency Retrofit	Install Smart Programmable Thermostats	Install Energy Management System (EMS)	Install Solar Photovoltaic (PV) System	Roof Replacement	Transformer Replacements	MPTS Power Quality Installation	Install New Modular Restroom
Cameron Park & Community Center	✓	✓			✓	✓		✓		✓		
City Yard	✓	✓	✓	✓		✓		✓				
Civic Center (PD / CC / CH / PG)	✓ (PD / CC)	✓ (PG)	✓ (PD / CC)	✓ (PD / CH)	✓ (CC / CH)		✓ (PD / CC / CH)	✓	✓ (CH)	✓ (CH, CC, PD)	✓ (CH, CC, PD)	
Fire Station 1												
Fire Station 2	✓	✓										
Fire Station 3	✓	✓		✓								
Fire Station 4	✓	✓										
Fire Station 5												
Palm View Center	✓	✓	✓	✓		✓						
Senior Center	✓	✓			✓	✓		✓				
Shadow Oak Rec Center & Park*	✓	✓	✓		✓	✓			✓			✓

PD - Police Department
 CC - Communications Center
 PG - Parking Garage
 CH - City Hall

*Shadow Oak Park includes park field lighting

*For room by room facility scope breakouts, please refer to ECM inventory sheets.

HVAC



New High Efficiency HVAC Unit Replacements

- (12) Units
- (4) sites

City Yard , City Center (PD & City Hall), Palm View, FS 3

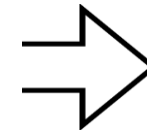
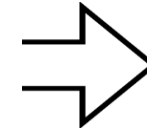
HVAC Unit Efficiency Retrofit

- (19) Units
- (4) sites

City Yard , Police Department, Palm View

Average Unit Age: 24 years

All HVAC units being replaced have been identified as dilapidated, past their useful life, inefficient, and have caused City staff issues through maintenance and repairs.

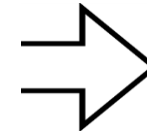


Lighting



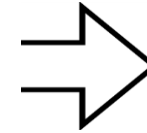
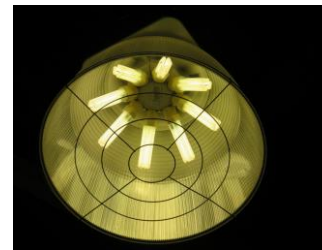
Interior Lighting

- Interior LED Upgrades
 - (9) Sites



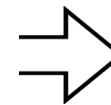
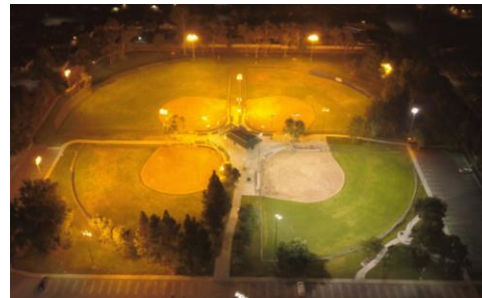
Exterior Lighting

- Exterior LED Upgrades
 - (9) sites



Occupancy Sensors

- (4) Sites



*Shadow Oak Park to include field lighting retrofits

Controls

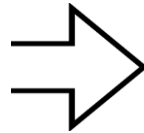


HVAC Controls System

- Install Smart WiFi Programmable Thermostats
 - (6) Sites

HVAC Controls System

- Install Energy Management System (EMS) with optimized sequence of operations
 - (1) Site Civic Center

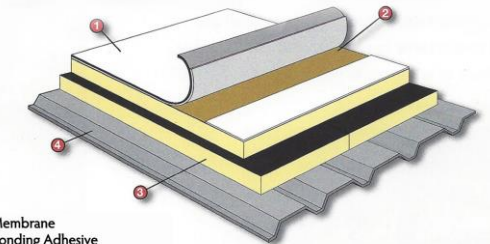
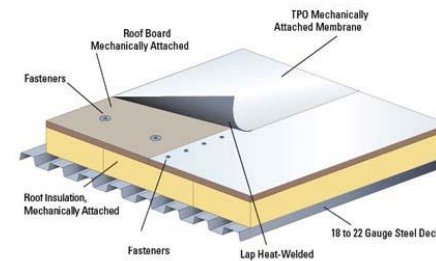


Building Envelope - Roofing



Roof replacement

- Re-roofing with energy efficient cool roof
 - (2) sites



Solar



Solar System

- Install Solar Photovoltaic (PV) System
- System Purchase
 - (4) sites

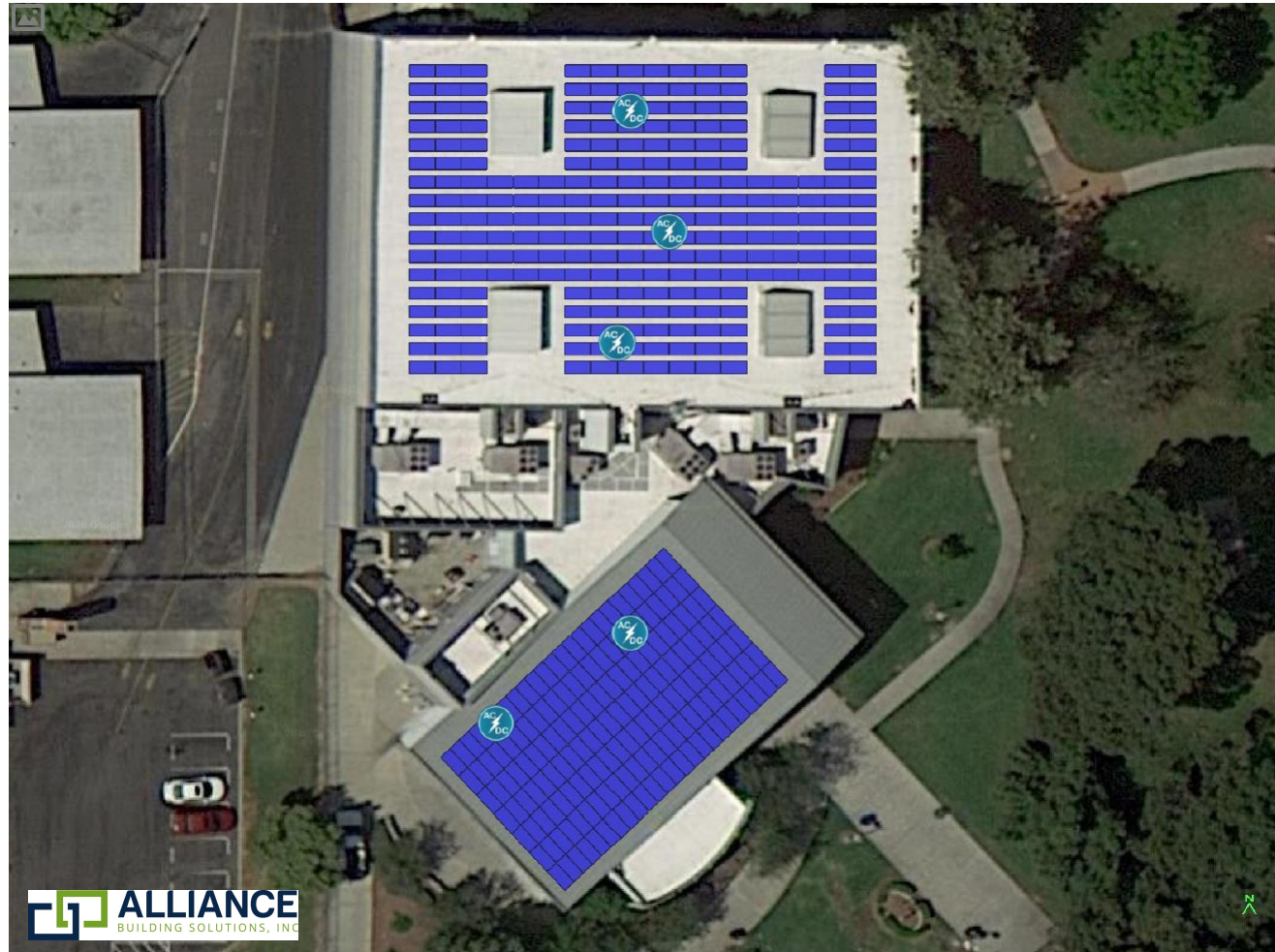
Specifications

1.2 MW DC

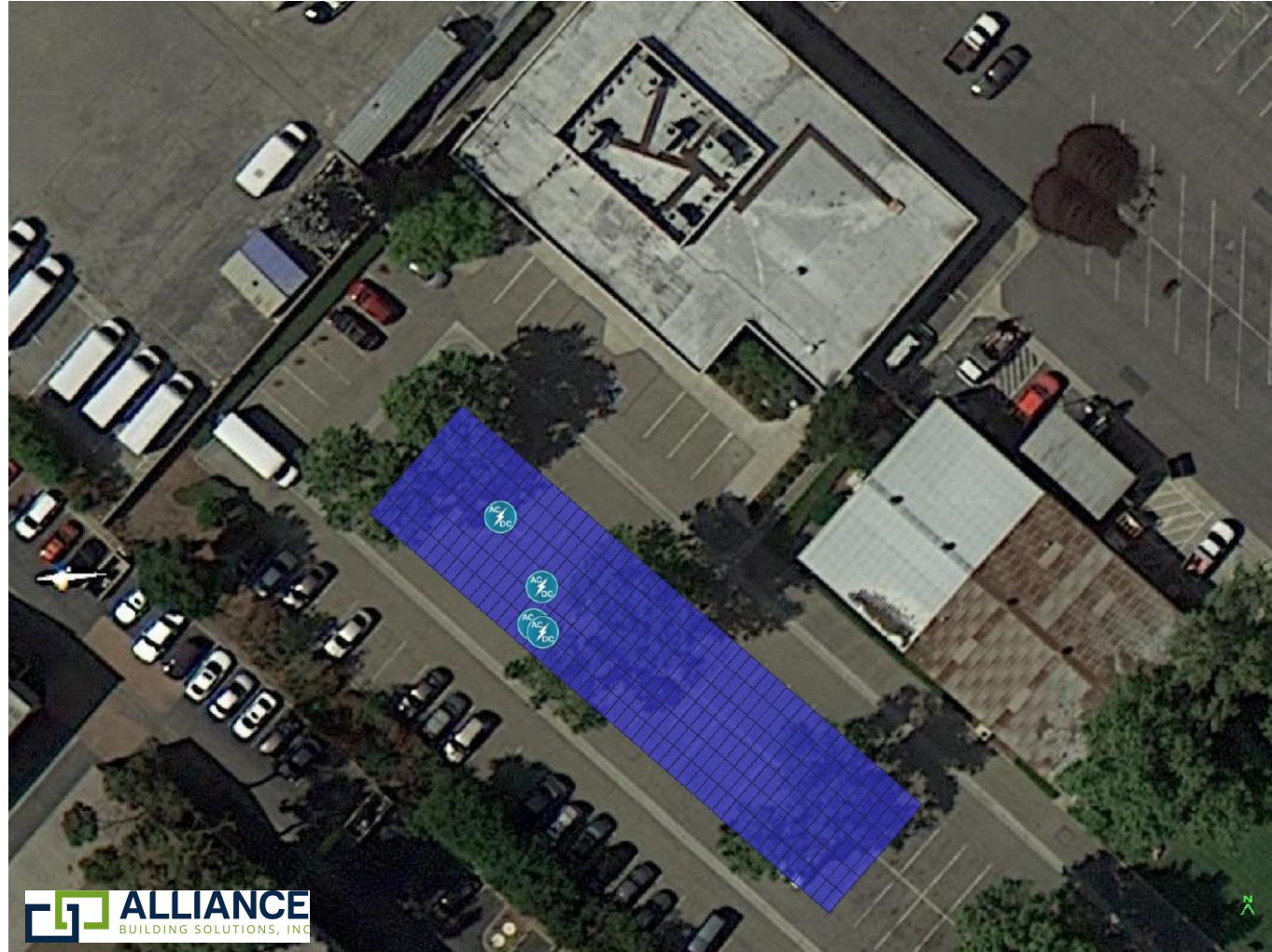
Car Port & Roof Mount



Solar Layout – Cameron Park



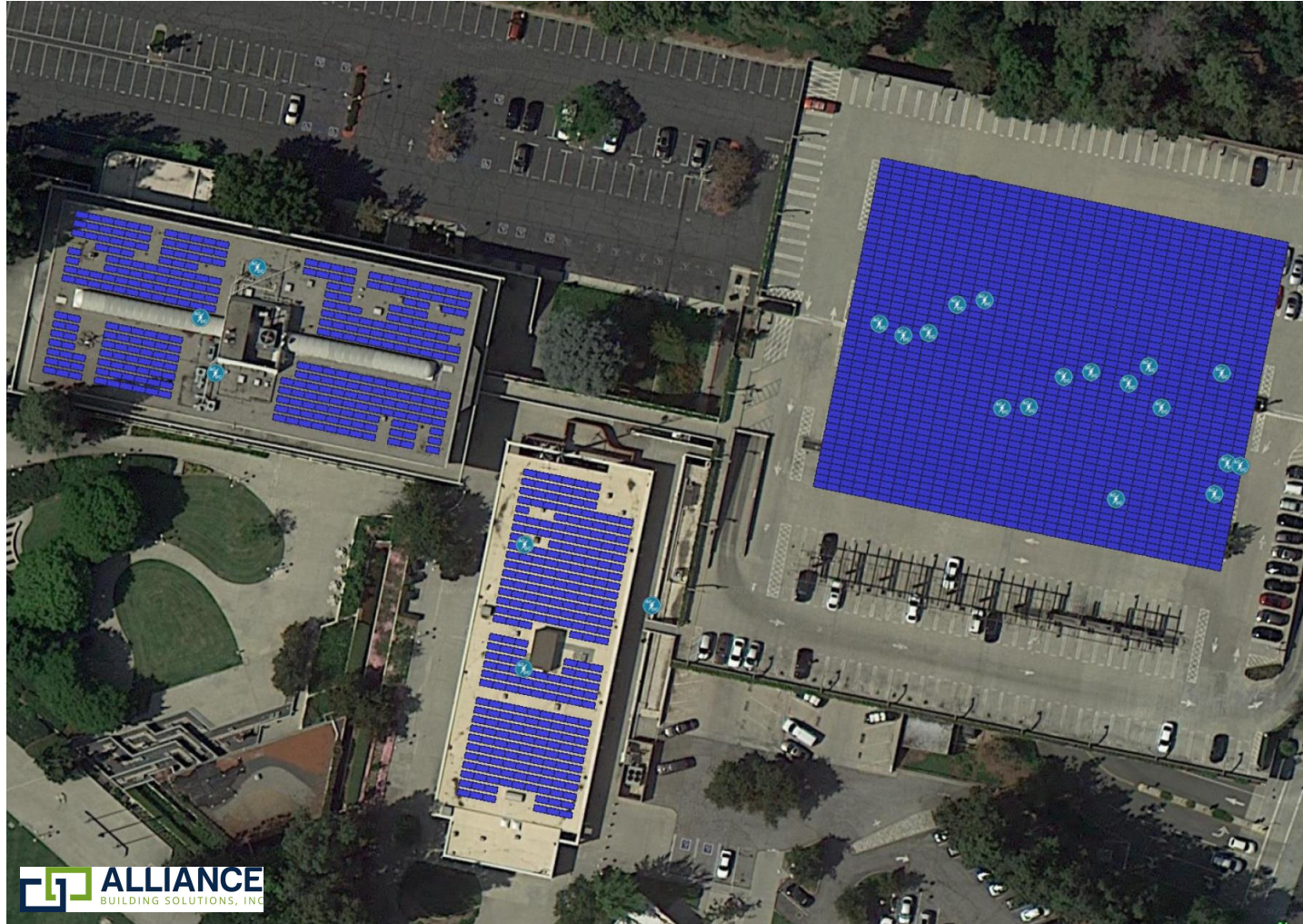
Solar Layout – City Yard



 **ALLIANCE**
BUILDING SOLUTIONS, INC.



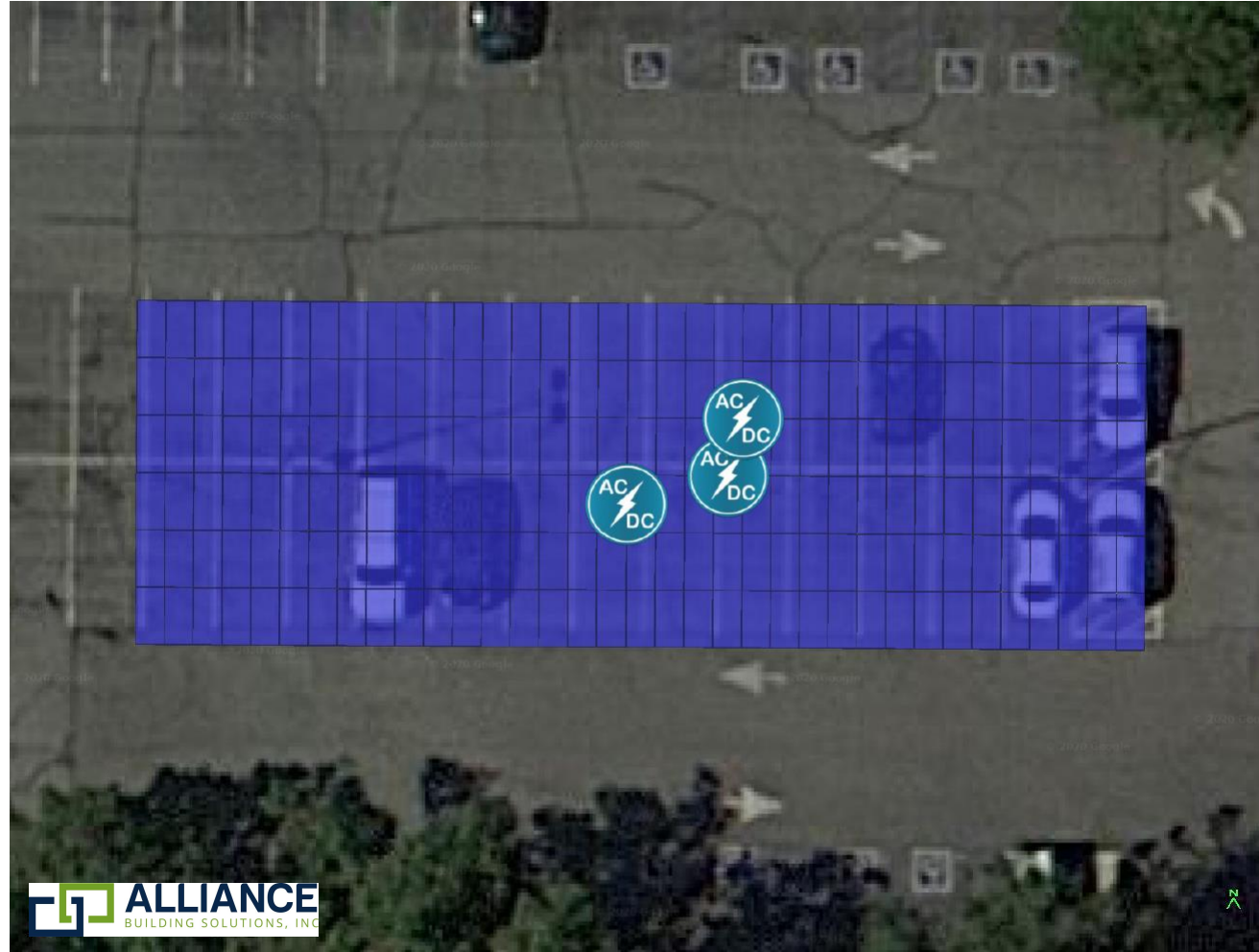
Solar Layout – Civic Center



 **ALLIANCE**
BUILDING SOLUTIONS, INC.



Solar Layout – Senior Center

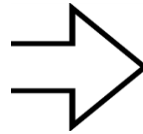


Other - Transformers



Transformer Retrofit

- Install New High Efficiency Transformers
 - (9) Units
 - (2) Sites



*Addressing Civic Center power surge and outage issues

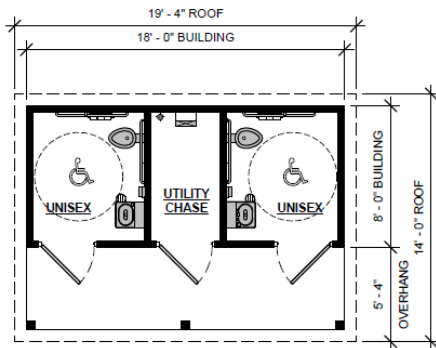


Other – Bathroom Installation

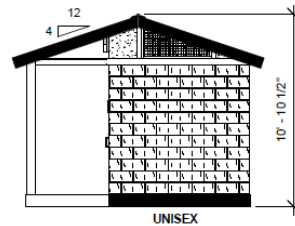


Bathroom Installation

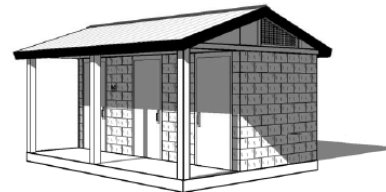
- Install New Modular Bathroom at Shadow Oak Recreation Center
 - (1) Site



① FLOOR PLAN
3/16" = 1'-0"



② RIGHT ELEVATION
3/16" = 1'-0"



③ PERSPECTIVE



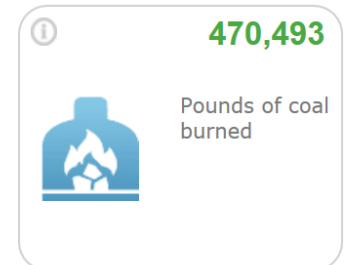
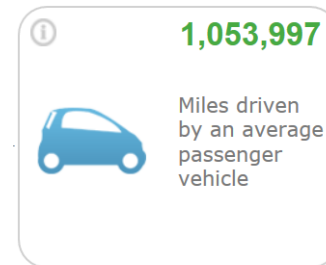
Project Benefits & Environmental Attributes



Project Benefits

- Significant reduction in utility costs
- Addresses millions of dollars in facility and deferred maintenance needs, through a budget neutral solution leveraging energy savings to fund project
- Total project net savings of **\$4.9 Million**
- Allows West Covina to take strides towards investments into clean energy and sustainability in order to meet climate action goals

Environmental Attributes



Reduction in Greenhouse Gas Emissions from **1,053,997** Miles Driven by the Average Passenger Vehicle Every Year

Reduced Carbon Emissions in the Equivalent to Carbon Sequestered by **507** Acres of Trees Every Year

Reduced Carbon Emissions in the Equivalent of **470,493** Pounds of Coal Burned Every Year



Project Overview



Capital Contribution:
\$1,000,000

Total Project Amount

\$7,592,048

Total Project Savings

\$14,964,740

- ☐ LED Lighting Upgrades — (9) Sites - Interior & Exterior Lighting Upgrades
- ☐ Occupancy Sensor Upgrades — (4) Sites - Dual Technology Occ Sensors
- ☐ HVAC Upgrades — (7) Sites - HVAC Unit Replacement & Unit Efficiency Upgrades
- ☐ Controls Upgrades — (6) Sites - Smart Wi-Fi Programmable Thermostats
- ☐ Solar Photovoltaic — (4) Sites – 1.2 MW Solar System
- ☐ Roof Upgrades/Replacements — (2) Sites - Cool Roof Installation
- ☐ Transformer Replacements — (2) Sites - Transformer Retrofit
- ☐ Bath Room Installation — (1) Site – Modular Bathroom Installation



www.absenergy.com



RESOLUTION NO. 2021-26

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, AUTHORIZING THE EXECUTION AND DELIVERY OF A CONSTRUCTION AGREEMENT AND LEASE PURCHASE AGREEMENTS AND MAKING FINDINGS REQUIRED BY GOVERNMENT CODE SECTION 4217.10 ET SEQ. IN CONNECTION WITH THE CITY'S ENERGY SYSTEMS UPGRADES PROJECT

WHEREAS, pursuant to Public Resources Code section 25008, it is the policy of the State of California and the intent of the Legislature to promote all feasible means of energy conservation and all feasible uses of alternative energy supply sources; and

WHEREAS, California Government Code section 4217.10 *et seq.* authorizes a public agency to enter into an energy service contract if its governing body determines, at a regularly scheduled public hearing, public notice of which is given at least two weeks in advance, that the anticipated cost to the agency will be less than the anticipated marginal cost to the agency of electrical energy that would have been consumed by the agency in the absence of the energy service contract; and

WHEREAS, the City of West Covina ("City") desires to reduce the steadily rising costs of meeting the energy needs at City facilities; and

WHEREAS, Alliance Building Solutions, Inc. ("Alliance"), in partnership with DS Energy Systems, a division of Motive Energy Telecommunications Group, Inc. ("DS Energy") , have developed and proposed an energy efficiency project for the City that includes the implementation of energy related improvements that will reduce the cost of energy through the installation of energy efficient fixtures and improvements and the installation and operation of solar energy facilities on rooftops and carports at City-owned facilities ("Project"); and

WHEREAS, on October 6, 2020, the City Council, after a duly noticed public hearing, adopted Resolution No. 2020-103, authorizing the execution and delivery of an Installation Agreement and a Measurement & Verification Agreement with Alliance, related solar purchase agreements and solar lease agreements with Distributed Solar Development, LLC, and the negotiation and execution of a financing agreement on terms that were equal to or better than those proposed by Alliance Funding Solutions, Inc., and making the findings required by Government Code section 4217.10 *et seq.*; and

WHEREAS, during the course of the City's contract negotiations with Distributed Solar Development, LLC, Alliance presented the City with an alternative approach for implementing the Project, which included DS Energy's design and installation of the solar energy facilities and Lease Purchase Agreements with Alliance Funding Solutions, Inc. that would result in greater savings to the City than initially contemplated in October 2020; and

WHEREAS, the City now proposes to enter into a construction agreement with DS Energy for the solar energy facilities and Lease Purchase Agreements with Alliance Funding Solutions,

Inc. for the implementation of the Project (collectively, the “Project Documents”); and

WHEREAS, the sites where the energy efficiency improvements and solar facilities will be located are set forth on Exhibit “A,” attached hereto and incorporated herein; and

WHEREAS, Alliance provided the City with an updated analysis showing the benefits of implementing certain energy conservation measures through the installation of energy efficiency improvements and solar photovoltaic energy generating facilities (“Analysis”). The Analysis is attached hereto as Exhibit “B” and incorporated herein; and

WHEREAS, the Analysis includes data showing that the anticipated cost to the City for the electrical energy and conservation services provided by the Project will be less than the anticipated marginal cost to the City of electrical and other energy that would have been consumed by the City in the absence of such measures; and

WHEREAS, the City Council desires to enter into the Project Documents substantially in the form presented at this meeting, subject to such changes, insertions, or omissions as the City Manager in consultation with the City Attorney reasonably deems necessary or appropriate following the City Council’s adoption of this Resolution; and

WHEREAS, Government Code section 4217.13 authorizes a public agency to enter into a facility financing contract and facility ground lease if the governing body determines, at a regularly scheduled public meeting, public notice of which is given at least two weeks in advance, that funds for the repayment of the financing or the cost of design, construction, and operation of the energy conservation facility, or both, as required by the contract, are projected to be available from revenues resulting from sales of electricity or thermal energy from the facility or from funding that otherwise would have been used for purchase of electrical, thermal, or other energy required by the public agency in the absence of the energy conservation facility, or both; and

WHEREAS, Alliance Funding Solutions, Inc. presented to the City a financing proposal for the Project which included (i) financing the installation of energy efficient fixtures and improvements in a net financing amount of \$3,215,098.00 at an interest rate of 3.050% over a 15-year term, with payments totaling \$4,065,973.74 (the “Energy Project Financing”), and (ii) financing the installation and operation of solar energy facilities on rooftops and carports in a net financing amount of \$3,386,950.00 at an interest rate of 3.600% over a 20-year term, with payments totaling \$4,971,348.94 (the “Solar Project Financing” and together with the Energy Project Financing, the “Project Financing”); and

WHEREAS, the City Council desires to authorize the Project Financing and the Project Documents; and

WHEREAS, in accordance with Government Code section 4217.10 *et seq.*, the City gave notice of this public hearing at least two (2) weeks prior to the date of this hearing; and

WHEREAS, the City’s proposed approval of the Project is a “project” for purposes of the California Environmental Quality Act (“CEQA”); and

WHEREAS, the CEQA Guidelines (Title 14 California Code of Regulations Section 15000 *et seq.*) exempt certain projects from further CEQA evaluation; and

WHEREAS, the City has reviewed the Project and determined that it is exempt from the provisions of CEQA pursuant to the CEQA Guidelines and that no exceptions to the exemption apply.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA DOES RESOLVE AS FOLLOWS:

SECTION 1. Pursuant to California Government Code section 4217.10 *et seq.*, the City Council hereby finds and determines that all of the recitals set forth above are true and correct.

SECTION 2. The City Council hereby finds that the Project Financing and the terms of the Project Documents in the form presented at this City Council meeting are in the best interests of the City.

SECTION 3. In accordance with Government Code section 4217.12, and based on data provided by the Analysis, the City Council finds that the anticipated cost to the City for electrical energy and conservation services provided by the Project will be less than the anticipated marginal cost to the City of electrical and other energy that would have been consumed by the City in the absence of the Project.

SECTION 4. The City Council hereby finds that the Project is exempt from CEQA on multiple grounds, each of which is independently sufficient to exempt the whole of the Project from CEQA, including:

- a. The Project is exempt from CEQA pursuant to the statutory exemption outlined in Public Resources Code section 21080.35 for installation of solar energy systems. Specifically, that section states that CEQA “does not apply to the installation of a solar energy system on the roof of an existing building or at an existing parking lot.” Pub. Res. Code § 21080.35. A solar energy system “includes all associated equipment.” *Id.* “Associated equipment consists of parts and materials that enable the generation and use of solar electricity or solar-heated water, including any monitoring and control, safety, conversion and emergency responder equipment necessary to connect to the customer’s electrical service or plumbing and any equipment, as well as any equipment necessary to connect the energy generated to the electrical grid, whether that connection is onsite or on an adjacent parcel of the building and separated only by an improved right-of-way.” *Id.* The Project meets this exemption because it involves installation of energy efficient fixtures and improvements and the installation and operation of solar energy facilities on existing rooftops and carports at City owned facilities.
- b. The Project is exempt from CEQA under a Class 1 categorical exemption (14 C.C.R. § 15301) because it involves the minor alteration of existing facilities with improvements that would lead to negligible or no expansion of use beyond the use existing at this time. The installation of solar energy facilities on existing carports

and rooftops will make the City more energy efficient. The solar energy facilities would not lead to an intensification of the existing uses because the improvements do not expand building square footage or office space. Furthermore, the Project does not involve any improvements that would increase the maximum employee capacity. In all, the Project would result in net environmental benefits by reducing traditional electrical energy consumption of the City. Therefore, the Project would be exempt under a Class 1 exemption.

- c. The Project is exempt from CEQA under a Class 3 exemption (14 C.C.R. § 15303) (new construction or conversion of small structures) because the Project involves installation of energy efficient fixtures and improvements and the installation and operation of solar energy facilities on rooftops and carports at City owned facilities that will benefit the environment by creating more renewable energy.
- d. The Project is exempt from CEQA under the common sense exemption (14 C.C.R. § 15061(b)(3)) because CEQA applies only to projects which have the potential for causing a significant effect on the environment, and it can be seen with certainty that there is no possibility that the Project may have a significant effect on the environment.
- e. The Project is exempt from CEQA under a Class 11 exemption (14 C.C.R. § 15311) because it involves the construction of minor structures accessory to existing facilities. As explained above, the Project involves installation of energy efficient fixtures and improvements and the installation and operation of solar energy facilities on existing rooftops and carports at City-owned facilities. The solar panels would lie within the existing permitted height of the City's buildings. Views would not be interrupted by the solar panels, and they would blend with the existing structures. Therefore, the Project would be exempt under a Class 11 exemption.

None of the exceptions to the categorical exemptions set forth in 14 C.C.R. § 15300.2 apply. Specifically, the Project is not located in a particularly sensitive environment. The improvements will be installed on existing structures in developed areas. The cumulative impact of successive projects of this same type in the same place over time would not be significant because the facilities are limited in size. As explained above, the Project involves installation of energy efficient fixtures and improvements and the installation and operation of solar energy facilities on rooftops and carports at City-owned facilities. These types of improvements are not unusual. Moreover, the carports and buildings impacted by the Project are not located within an officially designated state scenic highway. Thus, the Project would not have an impact in this regard. Similarly, the proposed improvements are not located on sites designated pursuant to Government Code section 65962.5. Finally, the Project does not involve any improvements, modifications, or other changes to a historical resource. Therefore, none of the circumstances outlined in 14 C.C.R. § 15300.2 apply.

SECTION 5. The City Council hereby (i) confirms its approval of the Project, and an award of an installation agreement to Alliance Building Solutions, Inc. for the energy related improvements, and (ii) approves the Project Financing, a construction agreement with DS Energy for the solar energy facilities and Lease Purchase Agreements with Alliance Funding Solutions, Inc. for the implementation of the Project in accordance with Government Code sections 4217.12

and 4217.13.

SECTION 6. The City Manager, in consultation with the City Attorney, is hereby authorized and directed to negotiate any further changes, insertions and omissions to the Project Documents as the City Manager reasonably deems necessary, including modifying the forms of the agreements to be utilized, provided that the terms of such agreements are equal to or better than those set forth in this Resolution relating to the Project Financing, and thereafter to execute and deliver the Project Documents. The City Manager is further authorized and directed to execute or cause to be executed any and all papers, instruments, opinions, certificates, affidavits and other documents and to do or cause to be done any and all other acts and things necessary or proper for carrying out this Resolution and said agreements. This authorization is intended to provide the City Manager with the authorization to execute any and all agreements and documents related to implementation of the Project, provided that the terms of any such agreements are equal to or better than those set forth in this Resolution relating to Project Financing.

SECTION 7. In accordance with Government Code section 4217.13, the City Council hereby finds that funds for the repayment of the Project Financing are projected to be available from funding that otherwise would have been used for the purchase of electrical energy required by the City in the absence of the energy conservation facilities.

SECTION 8. This Resolution is intended to supplement Resolution No. 2020-103. In the event of any inconsistencies between the provisions of Resolution No. 2020-103 and the provisions of this Resolution, the provisions of this Resolution shall govern.

SECTION 9. The City Council hereby authorizes and directs City staff to file and process a Notice of CEQA Exemption for the Project in accordance with CEQA, the CEQA Guidelines and the findings set forth in this Resolution.

SECTION 10. The City Clerk shall certify to the adoption of this Resolution and shall enter the same in the book of original resolutions and it shall become effective immediately.

APPROVED AND ADOPTED this 6th day of April, 2021.

Letty Lopez-Viado
Mayor

APPROVED AS TO FORM

ATTEST

Thomas P. Duarte
City Attorney

Lisa Sherrick
Assistant City Clerk

I, LISA SHERRICK, Assistant City Clerk of the City of West Covina, California, do hereby certify that the foregoing Resolution No. 2021-26 was duly adopted by the City Council of the City of West Covina, California, at a regular meeting thereof held on the 6th day of April, 2021, by the following vote of the City Council:

AYES:

NOES:

ABSENT:

ABSTAIN:

Lisa Sherrick
Assistant City Clerk

EXHIBIT A

LOCATIONS OF IMPROVEMENTS

1. Improvements relating to the solar project will be made at the following sites:
 - a. Cameron Park Community Center, 1305 E Cameron Ave, West Covina, CA 91790.
 - b. City Yard, 825 S Sunset Ave, West Covina, CA 91790.
 - c. Civic Center, 1444 W Garvey Ave S, West Covina, CA 91790.
 - d. Senior Center, 2501 E Cortez St, West Covina, CA 91791.
2. Improvements relating to the energy project will be made at the following sites:
 - a. Cameron Park Community Center, 1305 E Cameron Ave, West Covina, CA 91790
 - b. City Yard, 825 S Sunset Ave, West Covina, CA 91790
 - c. Civic Center, 1444 W Garvey Ave S, West Covina, CA 91790
 - d. Fire Station 2, 2441 E Cortez St, West Covina, CA 91791
 - e. Fire Station 3, 1433 W Puente Ave, West Covina, CA 91790
 - f. Fire Station 4, 1815 S Azusa Ave, West Covina, CA 91792
 - g. Palm View Center, 1340 E Puente Ave, West Covina, CA 91790
 - h. Senior Center, 2501 E Cortez St, West Covina, CA 91791
 - i. Shadow Oak Rec Center, 2121 Shadow Oak Dr, West Covina, CA 91792
 - j. Shadow Oak Park, 2121 Shadow Oak Dr, West Covina, CA 91792

EXHIBIT B
COST ANALYSIS

Santa Cruz County Bank and Truist Bank - Finance



Cash Flow
City of West Covina

	Year 0	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15	Year 16	Year 17	Year 18	Year 19	Year 20	Year 21	Year 22	Year 23	Year 24	Year 25	Year 26	Year 27	Year 28	Year 29	Year 30	Totals	
Energy Efficiency Savings		\$82,221	\$85,510	\$88,930	\$92,487	\$96,187	\$100,034	\$104,036	\$108,197	\$112,525	\$117,026	\$121,707	\$126,575	\$131,638	\$136,904	\$142,380	\$16,925	\$17,602	\$18,306	\$19,038	\$19,800	\$20,592	\$21,416	\$22,272	\$23,163	\$24,090	\$25,053	\$26,055	\$27,098	\$28,181	\$29,309	\$1,985,260	
O&M Savings		\$94,658	\$96,551	\$98,482	\$100,452	\$102,461	\$81,969	\$65,575	\$52,460	\$41,968	\$29,378	\$20,564	\$14,395	\$10,077	\$7,054	\$4,937																\$820,980	
Solar Savings		\$231,931	\$240,002	\$248,348	\$256,977	\$265,900	\$275,125	\$284,663	\$294,523	\$304,717	\$315,255	\$326,149	\$337,409	\$349,049	\$361,080	\$373,515	\$386,367	\$399,650	\$413,377	\$427,563	\$442,222	\$457,370	\$473,023	\$489,195	\$505,905	\$523,168	\$541,004	\$559,429	\$578,462	\$598,123	\$618,432	\$11,877,933	
LCR & RECs		\$0	\$55,567	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$280,567	
Total Program Savings		\$408,810	\$477,630	\$460,760	\$474,916	\$489,548	\$482,128	\$479,274	\$480,180	\$484,210	\$486,659	\$493,420	\$478,379	\$490,764	\$505,038	\$520,833	\$403,292	\$417,252	\$431,683	\$446,601	\$462,022	\$477,962	\$494,439	\$511,467	\$529,068	\$547,258	\$566,057	\$585,484	\$605,560	\$626,304	\$647,741	\$14,964,740	
Funding Mechanism:																																	
Energy Efficiency Project Amount -	\$3,210,098	Finance - Truist																															
Renewable Project Amount -	\$4,381,950	Finance - SCCB																															
Total Project Amount -	\$7,592,048																																
Energy Lease Payment		\$198,810	\$267,630	\$250,760	\$264,916	\$279,548	\$272,128	\$269,274	\$270,180	\$274,210	\$276,658	\$283,420	\$268,380	\$280,764	\$295,038	\$314,258	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$4,065,974	
Solar Lease Payment		\$210,000	\$210,000	\$210,000	\$210,000	\$210,000	\$210,000	\$210,000	\$210,000	\$210,000	\$210,000	\$210,000	\$210,000	\$210,000	\$210,000	\$206,576	\$403,292	\$342,252	\$356,684	\$371,602	\$350,943	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$4,971,349
Total Program Payments		\$408,810	\$477,630	\$460,760	\$474,916	\$489,548	\$482,128	\$479,274	\$480,180	\$484,210	\$486,658	\$493,420	\$478,380	\$490,764	\$505,038	\$520,834	\$403,292	\$342,252	\$356,684	\$371,602	\$350,943	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$9,037,323	
Net Annual Cash Flow		(\$0)	(\$0)	\$0	\$0	(\$0)	\$0	(\$0)	\$0	\$0	\$1	\$0	(\$1)	(\$0)	(\$0)	(\$1)	\$0	\$75,000	\$74,999	\$74,999	\$111,079	\$477,962	\$494,439	\$511,467	\$529,068	\$547,258	\$566,057	\$585,484	\$605,560	\$626,304	\$647,741	\$5,927,417	
Net Cumulative Cash Flow		(\$0)	(\$0)	\$0	\$1	\$0	\$0	\$0	\$0	\$0	\$1	\$1	\$1	\$1	\$0	(\$1)	(\$1)	\$74,999	\$149,999	\$224,998	\$336,077	\$814,039	\$1,308,478	\$1,819,945	\$2,349,013	\$2,896,271	\$3,462,328	\$4,047,812	\$4,653,372	\$5,279,676	\$5,927,417		

*City will own the solar system from the beginning
Downpayment \$1,000,000
Net Savings subtracts the \$1M cash paid for project

Net Savings = \$4,927,417

SOLAR PV SYSTEM CONSTRUCTION AGREEMENT

This SOLAR PV SYSTEM CONSTRUCTION AGREEMENT (this “Agreement”), dated **Error! Reference source not found.** (the “Effective Date”), is by and between DS Energy Solutions, a division of Motive Energy Telecommunications Group, Inc, a California Corporation (“Contractor”), and **Error! Reference source not found.** **Error! Reference source not found.**, a **Error! Reference source not found.** (“Owner”) (each a “Party” and together the “Parties”).

RECITALS

WHEREAS, Contractor has offered to design, engineer, supply, construct, install and commission for Owner a solar-photovoltaic system having an output capacity of approximately **Error! Reference source not found.** (otherwise known as the “Solar System”) and having the other characteristics more fully described in Exhibit A and Exhibit B (the “System”) to be installed at the facility location as more fully described in Exhibit C (the “Site”);

WHEREAS, Owner desires to engage Contractor to design, engineer, supply, construct, install and commission the System at the Site; and

WHEREAS, Contractor desires to provide such services to Owner, all in accordance with the terms and conditions set forth in this Agreement.

NOW THEREFORE, in consideration of the mutual promises set forth below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

AGREEMENT

1. Definitions.

Unless otherwise required by the context in which any term appears: (a) capitalized terms used in this Agreement shall have the respective meanings set forth in this Section 1; (b) the singular shall include the plural and vice versa; (c) the word “including” shall mean “including, without limitation”, (d) references to “Sections” and “Exhibits” shall be to sections, schedules and exhibits hereof; (e) the words “herein”, “hereof” and “hereunder” shall refer to this Agreement as a whole and not to any particular section or subsection hereof; and (f) references to this Agreement shall include a reference to all schedules and exhibits hereto, as the same may be amended, modified, supplemented or replaced from time to time.

“Agreement” shall have the meaning set forth in the preamble.

“Applicable Law” shall mean, with respect to any Governmental Authority, any constitutional provision, law, statute, rule, regulation, ordinance, treaty, order, decree, judgment, decision, certificate, injunction, registration, license, permit, authorization, guideline, governmental approval, consent or requirement of such Governmental Authority, as construed from time to time by any Governmental Authority.

“Applicable Permits” shall mean certain national, regional and local licenses, authorizations, certifications, filings, recordings, permits or other approvals with or of any

Governmental Authority that are required by any Applicable Law or that is otherwise necessary for the performance of the Work or operation of the System.

“Change Order” shall mean a written document signed by Owner and Contractor authorizing an addition, deletion or revision to the Work or an adjustment of the Contract Price, or the Target Substantial Completion Date issued after the Effective Date.

“Confidential Information” has the meaning set forth in Section 30.

“Contract Documents” shall mean this Agreement, the Exhibits hereto, and drawings, specifications, plans, calculations, models and designs that are part of any Exhibit or Schedule hereto.

“Contractor” has the meaning set forth in preamble.

“Contractor’s Representative” shall mean the individual designated by Contractor in accordance with Section 3.2.

“Contract Price” shall mean the amount for performing the Work that is payable to Contractor by Owner as set forth in Section 15 and Exhibit D, as the same may be modified from time to time in accordance with the terms hereof.

“Disclosing Party” shall have the meaning set forth in Section 30.

“Dispute” shall have the meaning set forth in Section 27.1.

“Dollar” and “\$” shall mean the lawful currency of the United States of America.

“Effective Date” shall mean the meaning set forth in the preamble.

“Equipment” shall mean (a) all materials, supplies, apparatus, machinery, equipment, parts, tools, components, instruments, appliances, spare parts and appurtenances thereto that are required to be incorporated into the System for prudent design, construction or operation of the System in accordance with Industry Standards and (b) all materials, supplies, apparatus, machinery, equipment, parts, tools, components, instruments, appliances, spare parts and appurtenances thereto to be incorporated into the System described in, required by, reasonably inferable from the Work or the Contract Documents.

“Final Design” shall have the meaning as set forth in Section 11.1.2.

“Final Completion” shall mean satisfaction or waiver of all of the conditions for completion of the System set forth in Section 12.

“Final Completion Certificate” means a certificate in the form of Exhibit Q executed and delivered in accordance with Section 12.

“Force Majeure Event” shall mean, when used in connection with the performance of a Party’s obligations under this Agreement, any act or event (to the extent not caused by such Party or its agents or employees) which is unforeseeable, or being foreseeable, unavoidable and

outside the control of the Party which invokes it, and which renders said Party unable to comply totally or partially with its obligations under this Agreement. In particular, the following examples are inclusive of, but not limited to, what shall be considered a Force Majeure Event:

- (a) war (whether or not war is declared), hostilities, revolution, rebellion, insurrection against any Governmental Authority, riot, terrorism, acts of a public enemy or other civil disturbance, including pandemic related issues;
- (b) acts of God or natural phenomena, including but not limited to, storms (ice, snow and wind) of severity greater than normal weather conditions, floods, lightning, earthquakes, hailstorms, tornados, typhoons, hurricanes, landslides, and fires (and unsafe or hazardous conditions arising from such acts of God or natural phenomena), sabotage or destruction by a third party (other than any contractor retained by or on behalf of the Party) of facilities and equipment relating to the performance by the affected Party of its obligations under this Agreement;
- (c) strikes (whether local, regional or national), walkouts, lockouts or similar industrial or labor actions or disputes; and
- (d) acts or failures to act on the part of any Governmental Authority that materially restrict or limit Contractor's access to the Site or its activities at the Site.

"Governmental Authority" shall mean any national, regional, province, town, city, or municipal government, whether domestic or foreign, or other administrative, regulatory, military or judicial body of any of the foregoing, having jurisdiction over the Parties, the Site or transportation of workers and/or materials to the Site.

"Hazardous Material" shall mean oil or petroleum and petroleum products, asbestos and any asbestos containing materials, radon, polychlorinated biphenyl's ("PCBs"), urea formaldehyde insulation, lead paints and coatings, and all of those chemicals, substances, materials, controlled substances, objects, conditions and waste or combinations thereof which are now or become in the future listed, defined or regulated in any manner by any federal or state Applicable Law.

"Indemnified Party" shall have the meaning set forth in Section 22.3.

"Indemnifying Party" shall have the meaning set forth in Section 22.3.

"Industry Standards" shall mean those standards of care and diligence normally practiced by engineering, construction and installation firms in performing services of a similar nature to the Work in jurisdictions in which the Work will be performed and in accordance with, Applicable Permits, and Applicable Law as qualified above.

"Late Payment Interest" shall have the meaning set forth in Section 15.3.

“Major Subcontractor” means a Subcontractor that supplies Work or Equipment in connection with the Contractor’s Work or the System that is entitled to be paid at least \$250,000 for the Work or Materials so provided by such Subcontractor.

“Major Components” shall mean the photovoltaic modules, inverters, racking and monitoring systems procured by and installed by Contractor as part of the System.

“Major Component Warranties” has the meaning set forth in Section 1.3 of Exhibit L.

“Mechanical Completion” shall have the meaning set forth in Section 11.3.

“Mechanical Completion Certificate” shall have the meaning as set forth in Exhibit O.

“Milestone Payment” has the meaning set forth in Section 15.1.

“New System Requirement” has the meaning set forth in Section 6.6.

“Notice to Proceed” has the meaning set forth in Section 11.1.1.

“NTP Date” has the meaning set forth in Section 11.1.1.

“O&M Manual” has the meaning set forth in Section 4.5.

“Owner” has the meaning set forth in preamble.

“Owner Delay” has the meaning defined in Section 6.7.

“Owner Representative” shall mean the individual designated by the Owner in accordance with Section 3.1.

“Party or Parties” has the meaning set for in the preamble.

“Person” shall mean any individual, corporation, partnership, company, joint venture, association, trust, unincorporated organization or Governmental Authority.

“Project Information” shall mean the information provided by Owner as set forth on Exhibit M which is required under California law.

“Receiving Party” shall have the meaning set forth in Section 30.

“Scheduled NTP Date” has the meaning set forth in Section 11.1.1.

“Site” has the meaning set forth in the recitals.

“Subcontractor” shall mean any Person retained by Contractor to perform any portion of the Work (including any Subcontractor of any tier) in furtherance of Contractor’s obligations under this Agreement.

“Substantial Completion” shall mean the date upon which **Error! Reference source not found.** issues permission to operate the Solar System.

“Substantial Completion Date” shall mean the actual date on which the Substantial Completion of the System, as defined above, has occurred.

“System” has the meaning set forth in the recitals.

“Target Substantial Completion Date” has the meaning set forth in Section 11.2.

“Unanticipated Conditions” has the meaning set forth in Section 4.2.

“Underground Exclusions” has the meaning set forth in Exhibit K.

“Utility” shall mean the utility company responsible for interconnection the System to the electrical grid.

“Warranty Period” has the meaning set forth in Exhibit L.

“Work” shall mean all obligations, duties, and responsibilities assigned to or undertaken by Contractor as set forth in Section 2 and Section 4 and further described on Exhibit B with respect to the System.

“Workmanship Warranty” shall mean the warranty of Contractor set forth in Section 20 and on Exhibit L.

“Work Milestone” has the meaning set forth in Section 15.1 and on Exhibit L.

2. Work.

2.1 Work Generally. Pursuant to and subject to the provisions of, Exhibit B, Contractor shall (a) provide, on a turnkey fixed-price lump sum basis, all professional design and engineering services, supervision, labor, materials, Equipment, tools, construction equipment and machinery, utilities, transportation, and procurement of the Applicable Permits designated on Exhibit J as being provided by Contractor for the System and other facilities, items and services, in each case to the extent necessary for the proper execution and completion of the System, in accordance with the Applicable Law and Contract Documents, and (b) supervise and direct the Work in accordance with Industry Standards. Except as otherwise stated in this Agreement, Contractor shall have control over the engineering, design and construction means, methods, techniques, sequences, and procedures and for coordination of all portions of the Work under this Agreement. The Parties understand that, except as otherwise specifically provided in Exhibit B or this Agreement, Contractor is obligated to perform all tasks required or reasonably implied by the Work to be necessary to deliver to Owner the System meeting the requirements of this Agreement on the terms set forth herein.

2.2 Progress Reports. Contractor shall discuss telephonically with Owner on a twice monthly basis, details regarding the completion of any milestone, the status of the supply of materials necessary for the completion of the Work, and an evaluation of problems and deficiencies

in the Work and a description of any planned corrective action with respect thereto. Contractor shall promptly notify Owner Representative in writing at any time that Contractor has reason to believe that Contractor may be unable to meet the Target Substantial Completion Date, and Contractor shall specify in said notice any corrective action planned to be taken by Contractor.

3. Representatives.

3.1 Owner Representative. Owner designates, and Contractor agrees to accept, the individual designated by Owner as Owner Representative as set forth in Exhibit G for all matters relating to Contractor's performance of the Work (except for the execution of the certificates approving any Capacity Test, which shall be performed by the Owner). The actions taken by the Owner Representative shall be deemed the acts of the Owner; and Contractor shall have the right to rely on the representations, approvals, consents, and actions of the Owner Representative as provided on behalf of the Owner, and the Owner may, upon written notice to Contractor, pursuant to Section 27 hereof, change the designated Owner Representative.

3.2 Contractor Representative. Contractor designates, and Owner agrees to accept, the individual designated by Contractor as Contractor Representative as set forth in Exhibit G for all matters relating to Contractor's performance under this Agreement. The actions taken by Contractor Representative shall be deemed the acts of Contractor. Contractor may, upon written notice to Owner, pursuant to Section 27 hereof, change the designated Contractor Representative. The Contractor Representative shall:

3.2.1 Coordinate and direct the Project within the limitations of the authority granted by the Contractor;

3.2.2 Review and submit to Contractor construction time schedules, payment schedules, and other communications for the Project prepared by Owner for the approval of Contractor;

3.2.3 On behalf of Contractor, coordinate and conduct the negotiations for Change Orders and other modifications of this Contract and promptly report the results of such negotiations to Contractor, provided that except in circumstances described in subparagraph (f) of Section 27, all Change Orders and other modifications of the Agreement shall be executed by Contractor and then only after the Contractor is satisfied as to the form and substance of such Change Orders and other modifications of this Contract;

3.2.4 Act as disbursing agent for payment of costs of the Project within the limitations of the authority granted by the Contractor, with all requests for payments and disbursements under this Contract being referred to and processed by the Contractor's Representative;

3.2.5 Inspect the Project Site during construction in order to be generally familiar with the progress and quality of the work and in order to determine in general if the work is proceeding in accordance with this Contract.

3.2.6 In addition to the foregoing, the Contractor Representative is authorized to order changes in the work in accordance with the changes provisions of this Contract subject to the approval of the Contractor provided, however, that authority of the Contractor's Representative hereunder shall be limited to ordering changes that (i) do not involve a change in scope; (ii) do not increase the contract price by more than \$5,000 in any one instance, or by more than \$15,000 in the aggregate; and (iii) do not extend the time of completion by more than 5 days in any one instance, or by more than 30 days in the aggregate. All changes in the work that (i) involve a change in scope; (ii) increase the contract price by more than \$5,000 in any one instance or by more than \$15,000 in the aggregate, or (c) extend the time of completion by more than 5 days in any one instance, or by more than 30 days in the aggregate, shall be made only by Contractor.

The Contractor's Representative shall not make any contract or expenditure or incur any expense on behalf of Contractor except as expressly authorized by this Contract or otherwise authorized by Contractor.

3.3 The Parties shall vest their Representatives with sufficient powers to enable them to assume the obligations and exercise the rights of Contractor or Owner, as applicable, under this Agreement.

3.4 Notwithstanding Sections 3.1 and 3.2, all amendments, Change Orders, and notices between Contractor and Owner contemplated in this Agreement shall be delivered in writing in accordance with Section 27.

4. The Work.

4.1 Contractor shall perform the Work in accordance with Section 2.1 and Exhibit B.

4.2 Contractor shall perform all Work in accordance with Industry Standards, Applicable Law and Applicable Permits. Contractor represents and warrants that it shall prior to the Effective Date, familiarize itself with the Site, any conditions at the Site, the general and local labor conditions relative to the Site, and Exhibit B, and as of the Effective Date has no knowledge of conditions that it did not disclose to Owner in writing that might reasonably be expected to affect the timely execution of the Work or the Contract Price. Notwithstanding the foregoing and anything to the contrary contained in this Agreement and the Contract Documents, in the event Contractor discovers the presence of Hazardous Materials, or archaeological materials, at the Site during performance of the Work, that the Contractor would not have, with reasonable diligence conducted in accordance with Industry Standards, discovered prior to the Effective Date (such conditions collectively referred to as "Unanticipated Conditions"), then Contractor shall (i) suspend the Work; (ii) give prompt written notice of the Unanticipated Conditions to Owner; and (iii) the discovery of such Unanticipated Conditions shall serve as the basis for a Change Order and Contractor shall be entitled to an extension of the Target Substantial Completion Date in accordance with Section 6.7. In the event Unanticipated Conditions are discovered, Contractor shall not be obligated to perform any Work until receipt of written notice from Owner that Unanticipated Conditions have been remediated by Owner and all costs to remediate Unanticipated Conditions shall be at Owner's sole cost.

4.3 Contractor shall perform engineering and design services as part of the Work using qualified architects, engineers and other professionals selected and paid for by Contractor.

4.4 Contractor, with the cooperation of Owner, shall file on a timely basis any documents required to obtain the Applicable Permits to be obtained by Contractor, as designated on Exhibit J. As necessary and directed by Contractor, Owner shall file on a timely basis any documents required to obtain any Applicable Permits to be obtained by Contractor, as designated on Exhibit J. Contractor shall construct and install all Equipment to be incorporated into and made part of the completed System. All installation shall be done in manner to maintain all certifications and applicable NEMA (National Electrical Manufacturer Association) ratings. Furnished Equipment is subject to reasonable tolerances and variations from specifications as may be required by the final design. Contractor shall have the right to change or substitute another item of equipment for any specified item if Contractor deems it advisable in the course of designing the System, subject to the conditions that such changed or substituted item shall be equal to or better than the specified item.

4.5 Within thirty (30) days after Substantial Completion, Contractor shall provide to Owner one (1) hard copy and CD of the operations and maintenance manual for the System ("O&M Manual"). By Final Completion, Contractor shall remove debris, Equipment and surplus materials from the portion of Site where the System is located and leave such portion of the Site in "broom clean" condition.

4.6 Exclusions. Contractor shall not perform any work or activity beyond the Work, as defined in this Agreement. In particular, the following shall not be included in the Work and therefore shall be the responsibility of Owner:

4.6.1 From and after the Effective Date, Owner shall provide, or shall arrange for the provision of continuous and suitable access to the Site for the Work, so that Contractor may gain access to the Site to perform the Work;

4.6.2 Owner shall select its own personnel so that it is present at the Capacity Tests prior to the date of Substantial Completion and entry into commercial operation of the System;

4.6.3 Owner shall be solely responsible for securing and paying for all asset management services relating to the System and will not require any such services from Contractor; and

4.6.4 Contractor shall not be responsible for any data communication services such as Internet access, phone lines, or other such recurring changes other than those per Exhibit B.

4.7 Title; Risk of Loss.

4.7.1 From the Effective Date and until the Substantial Completion Date, Contractor assumes risk of loss with respect to the System and all materials, Equipment, supplies and maintenance equipment (including temporary materials,

equipment and supplies) that are purchased by Contractor for permanent installation in or for use during construction of the System, regardless of whether Owner has title thereto under this Agreement; provided, Owner shall be liable for the repair or replacement thereof to the extent any loss is directly caused by the negligent, grossly negligent or willful acts of Owner or its agents, employees or representatives and this provision shall not limit Contractor's rights with regard to the acts or failures of the Owner, including the Owner Representative or other agents or representatives of the Owner.

4.7.2 Owner shall bear the risk of loss and full responsibility with respect to the System from and after the Substantial Completion Date, provided Contractor shall be liable for the repair or replacement thereof to the extent any loss is directly caused by the negligent, grossly negligent or willful acts of Contractor or its agents, employees or representatives on or after the Substantial Completion Date.

4.7.3 Contractor warrants that good title, free and clear of all liens, claims, charges, security interests, and encumbrances whatsoever, to all Equipment and other items furnished by it or any of its Subcontractors shall pass to Owner upon full payment thereof to the Contractor.

4.7.4 Title to any Equipment shall pass to Owner upon payment to Contractor for such Equipment pursuant to the terms of this Agreement.

4.8 Contractor shall provide Owner's personnel with up to two (1) days of on-site operation and maintenance training in respect of the System. Owner's personnel shall have the qualifications necessary to perform their activities and will be hired by Owner. Scheduling of training will be coordinated by Contractor and Owner, provided that such training will be provided prior to Final Completion.

4.9 Technical Contract Documents to be delivered by Contractor. Contractor shall deliver to Owner the documents specified in Exhibit I no later than sixty (60) days after the Substantial Completion Date.

5. Inspection Owner may employ Inspectors who shall be authorized to inspect all work done and material furnished. All costs associated with such inspections will be the responsibility of Owner. Inspectors are not authorized to alter or waive the provisions of the Plans and Specifications approved by any governmental or third-party authority having jurisdiction over the Project. In the event any Owner Inspection and/or the Capacity Tests disturb or otherwise delay Contractor's performance of the Work, such disturbance and delay shall be considered an Owner Delay and Contractor shall be entitled to relief in accordance with Section 6.7. Notwithstanding the foregoing, Owner shall give Contractor three (3) days prior written notice prior to performing any engineering review at the Site.

6. Changes and Extra Work.

6.1 Contractor may initiate a change in the Work for modifications in the Work by advising Owner in writing of the change believed to be necessary. No change or extra Work shall be effective or required to be performed by the Contractor unless the change is reflected in a Change Order signed by Contractor and accepted in writing by Owner; and Owner will use the its

best efforts to timely review and either approve or disapprove each Change Order request submitted by the Contractor in accordance with this Section 6. Each Change Order executed by Contractor and Owner shall be incorporated into this Agreement and shall amend this Agreement to the extent provided in such Change Order. Any Change Order submitted to Owner shall be deemed approved if not objected to within fourteen (14) days of transmittal to Owner or Owner's Representative.

6.2 Unless stated otherwise in the Change Order, all extra Work and changes contained in such Change Order shall be performed in accordance with the provisions and conditions of this Agreement.

6.3 Owner may propose changes to the Work by providing a draft Change Order to Contractor. Contractor will timely review and either approve or disapprove the Change Order. This shall not affect the obligation of Contractor to perform the Work and to deliver the System in the form agreed in this Agreement.

6.4 Should Contractor, in performing its work, encounter conditions that are at material variance with the conditions previously indicated or that differ materially from those ordinarily encountered or reasonably anticipated, Contractor shall be reimbursed for all additional expenses related thereto, plus a reasonable profit.

6.5 At any time prior to Substantial Completion, either Owner or Contractor may suggest to the other that a change in the Work is desirable or required. In either case, the Contractor shall submit to the Owner an estimate of any increase or decrease in the Contract Price required by the alteration or change. Contractor shall also submit an estimate of the changes to and the time schedule caused by such alteration or change. Should such change be agreed to by both Parties and shall result in an increase or decrease in Contract Price, or the Target Substantial Completion Date, and the Agreement shall be modified through the issuance of a Change Order to reflect such change.

6.6 Any change to any aspect of the Work or System required as a result of any change in Applicable Law that occurs on or after the Effective Date, or any order or requirement of a Governmental Authority that first is effective after the Effective Date (each, a "New System Requirement") shall serve as the basis for a Change Order that equitably extends the Target Substantial Completion Date, in accordance with Section 6.7. Each Party shall notify the other Party promptly upon becoming aware of any New System Requirement.

6.7 Upon the occurrence of any of the events described below, Contractor shall be entitled a Change Order for a day for day extension to the Target Substantial Completion Date equal to the length of the delay in performance of the Work by Contractor caused by such event:

(A) In the event that Owner's actions or omissions and/or breach of this Agreement or a statutory requirement cause a delay in Contractor's completion of the Work ("Owner Delay"); provided, further, that in the event of an Owner Delay in addition to an extension to the Target Substantial Completion Date, Contractor shall be entitled to an equitable adjustment to the Contract Price equal to any increase in Contractor's cost to perform the Work as a result of such Owner Delay;

(B) Any suspension of the Work pursuant to Section 15; provided, further, that in the event of any suspension of the Work pursuant to Section 15 in addition to an extension to the Target Substantial Completion Date, Contractor shall be entitled to an equitable adjustment to the Contract Price in accordance with Section 15.

(C) Unanticipated Conditions; and

(D) New System Requirement.

(E) Force Majeure Event;

(F) Delays in grid-interconnection attributable to the Utility outside the control of Contractor that could not be reasonably prevented by Contractor through commercially reasonable actions; and

(G) Delay by a Governmental Authority in issuing any Applicable Permit.

7. Protective Measures.

7.1 From and after the Effective Date, Contractor shall be responsible for the actions and inactions of its Subcontractors in connection with the performance of the Work. Contractor shall be responsible for the proper care and protection of all Equipment and materials furnished by Contractor and the Work performed until the Substantial Completion Date.

7.2 Contractor shall take all reasonably necessary precautions for the safety of its employees on the relevant part of the Site where the System is located and prevent accidents or injury to individuals on, about, or adjacent to the premises where the Work is being performed.

7.3 Contractor shall keep the relevant part of the Site where the System is located and surrounding areas at the Site free from accumulation of waste materials or rubbish caused by the Work, and upon Final Completion, shall remove from the relevant part of the Site where the System is located all waste materials, rubbish, tools, construction and installation equipment and machinery and surplus materials.

8. Force Majeure. Contractor shall promptly notify Owner in writing of any delay or anticipated delay in Contractor's performance of this Agreement due to a Force Majeure Event, and the reason for and anticipated length of the delay. If reasonably feasible, Contractor shall deliver such notice within forty-eight (48) hours of Contractor's becoming aware of such delay. Contractor shall be excused for any delays or defaults in the performance of its obligations under this Agreement that are the result of a Force Majeure Event or any other event outside the reasonable control of Contractor. Contractor shall be entitled to a day for day extension of the Target Substantial Completion Date equal to the delays due to a Force Majeure Event; provided that any Force Majeure Event that prevents performance, or is reasonably expected to prevent performance, for more than one hundred eighty (180) days shall entitle Contractor or Owner to terminate this Agreement upon written notice. Any modification to the Target Substantial Completion Date pursuant to this Section 8 shall be documented by a written Change Order to this Agreement that reflects the schedule extension; and each of Contractor and Owner promptly shall execute and deliver such a Change Order. The Parties agree that the occurrence of a Force Majeure

Event will not relieve Owner of its obligation to make any payments due under this Agreement. Upon the occurrence of a Force Majeure Event that gives the right for a Party to terminate this Agreement, and such right is exercised, then in the event Contractor has performed a portion of Work attributable to a certain Work Milestone, notwithstanding anything to the contrary contained in Section 15, Contractor may submit an application for payment for such Work performed, and Owner shall pay Contractor within fifteen (15) days of receipt thereof.

9. Termination.

9.1 Termination by Owner.

9.1.1 Contractor agrees that Owner shall be entitled to terminate this Agreement upon written notice of the occurrence of any of the following:

(A) Contractor abandons the entire Work without just cause for more than forty-five (45) days; or

(B) Contractor violates in any material respect any of the provisions of this Agreement, which violation remains uncured for thirty (30) days following Contractor's receipt of written notice thereof from Owner, provided however, that if the nature of the breach requires more than thirty (30) days to cure, and Contractor is using reasonable commercial efforts to cure, then such time period shall be extended accordingly.

(C) Contractor shall become bankrupt or insolvent, or shall assign this Agreement, or sublet any part hereof (unless otherwise permitted under this Agreement), without the written authorization of the Owner.

9.1.2 In the event Owner delivers termination notice pursuant to Section 9.1.1, Owner may instruct Contractor to discontinue all of the Work and terminate this Agreement, and Contractor shall thereupon discontinue the Work. Owner shall thereupon have the right to continue and complete the Work, by contract or otherwise. Owner shall be entitled to receive from Contractor, as exclusive remedy for termination under this Section 9.1, the amount (if any) by which Owner's cost to complete the Work exceeds the portion of the Contract Price allocable to the Work unfinished and unpaid to Contractor.

9.1.3 Except as otherwise stated, the remedies in this Section 9 shall be inclusive and additional to any other remedies that may be available under Applicable Law, and no action by Owner shall constitute a waiver of any such right or remedy.

9.2 Termination by Contractor.

9.2.1 Owner agrees that Contractor shall be entitled to terminate this Agreement, upon written notice of the occurrence of any of the following circumstances:

(A) Owner fails to pay Contractor any amounts due hereunder within ten (10) days after written notice from Contractor; or

(B) Owner violates in any material respect any of the provisions of this

Agreement (other than non-payment), which violation remains uncured for thirty (30) days following Owner's receipt of written notice thereof from Contractor, provided however, that if the nature of the breach requires more than thirty (30) days to cure, and Owner is using reasonable commercial efforts to cure, then such time period shall be extended accordingly; or

(C) Owner shall become bankrupt or insolvent, or shall assign this Agreement, or sublet any part hereof (unless otherwise permitted under this Agreement), without the written authorization of Contractor.

9.2.2 In addition to all rights and remedies that may be available under Applicable Law against Owner with respect to this Agreement (including without limitation the right to suspend performance of the Work in accordance with Section 15), in the event Contractor delivers termination notice pursuant to Section 9.2.1, Owner shall, within thirty (30) days of the termination date, pay Contractor for (i) all Work performed (which shall include without limitation any and all unpaid Milestone Payments and all other Work performed under this Agreement) plus any materials ordered through the termination date; (ii) demobilization costs, plus markup of 15% for overhead and profit; and (iii) other verifiable out-of-pocket costs, including reasonable and verifiable termination fees of vendors and Subcontractors, together with any other liabilities to which Contractor is subject pursuant to any agreements with vendors that are executed by Contractor on or before the termination date, plus markup of 15% for overhead and profit.

10. Labor. Contractor shall use reasonable efforts to minimize the risk of labor-related delays or disruption of the progress of the Work. Contractor shall promptly take any and all reasonable steps that may be available in connection with the resolution of violations of collective bargaining agreements or labor jurisdictional disputes. Contractor shall advise Owner promptly in writing of any actual or threatened labor dispute of which Contractor has knowledge that might materially affect the performance of the Work by Contractor or by any of its Subcontractors. Notwithstanding the foregoing, the settlement of strikes, walkouts, lockouts or other labor disputes shall be at the discretion of Contractor. Owner shall inform Contractor in writing prior to signature on this agreement whether labor for the Work is subject to any applicable prevailing wage requirements.

11. Commencement and Substantial Completion.

11.1 Commencement of the Work and Final Drawings.

11.1.1 Notice to Proceed. Contractor shall promptly proceed with all of the Work (pursuant to the provisions of this Agreement) upon receipt from Owner of an executed "Notice to Proceed", substantially in the form attached as Exhibit H. The date that Owner delivers such executed Notice to Proceed shall be the "NTP Date". Owner shall issue an executed Notice to Proceed after Contractor delivers written notice of satisfaction in full of all of the following conditions:

(A) Insurance. Contractor shall submit a certificate of insurance demonstrating insurance coverage required in Section 20 and Exhibit F; and

(B) Permits. All Applicable Permits shall have been issued and shall be effective, and Contractor shall have received a copy of each such Applicable Permits.

Provided Contractor has satisfied the conditions set forth in this Section 11.1, the Target Substantial Completion Date shall be extended automatically by the number of days following the actual NTP Date occurs. In the event Owner does not issue Notice to Proceed within ten (10) days of Contractor's written notice and written proof that it has satisfied the conditions listed 11.1.1, Notice to Proceed shall be deemed to have been issued, and the NTP Date shall be the date that is ten (10) days after Contractor's notice.

11.1.2 Final Approval of Design Drawings. Promptly following the NTP Date, Contractor shall prepare all further design materials required for the System, which shall be in compliance with all Applicable Laws ("Final Design"). Owner and its representatives shall review and comment on the Final Design submittals within five (5) Business days of receipt; if not, such Final Design submittals shall be deemed accepted. Contractor will provide responses and address the Owner's comments within five (5) business days of receipt. Owner will then have an additional three (3) business days to review and comment on the Contractor's additional or revised design information. If Owner provides additional comments within such time period, the time periods set forth in the preceding two sentences shall restart, otherwise, such design submittals shall be deemed accepted.

11.2 Target Substantial Completion.

11.2.1 The target date on which Substantial Completion for the System is expected to occur is based on Exhibit E attached to this Agreement and shall be adjusted day for day for the actual NTP Date and as otherwise contemplated by this Agreement ("Target Substantial Completion Date").

11.3 Mechanical Completion.

11.3.1 Mechanical Completion will be deemed to occur when (i) Contractor has completed the design, engineering, procurement and construction of the System, including the installation of all AC and DC wiring and connection of all equipment, wiring, controls, and safety systems; (ii) all instruments and relays have been installed and are functional as to the extent permissible prior to interconnection; and (iii) the System is ready for operation as to the extent permissible prior to interconnection, pending only the interconnection and synchronization of the System with Utility's distribution system.

11.3.2 Mechanical Completion – Procedure. Contractor shall provide to Owner a draft Mechanical Completion Certificate along with all documentation necessary for Owner to determine if Mechanical Completion has been achieved. Within five (5) days following the date on which the draft Mechanical Completion Certificate is received by Owner, Owner shall review such draft Mechanical Completion Certificate for the purpose of determining if Mechanical Completion has been achieved. Within such five (5) day period, Owner shall either (i) countersign and deliver to Contractor the Mechanical Completion Certificate to indicate its agreement that Mechanical Completion for the System has been achieved, or (ii) if reasonable cause exists for

doing so, notify Contractor in writing of its belief that Mechanical Completion for the System has not been achieved, including Owner's detail reasons for believing the same and advising Contractor of the actions it believes are required for the System to achieve Mechanical Completion. If Owner fails to either countersign such certificate or notify Contractor in writing of Owner's reasons for disagreeing that Mechanical Completion for the System has been achieved within such five (5) day period, then Mechanical Completion for the System shall be deemed to have been achieved and the Mechanical Completion Date shall be the date the draft Mechanical Completion Certificate was submitted to the Owner. The procedures described in this Section 11.3.2 shall be repeated as necessary until Mechanical Completion has been completed.

12. Final Completion. Final Completion shall be deemed to have occurred when Contractor believes that Final Completion for the System has been achieved. Contractor shall submit to Owner a Final Completion Certificate along with all documentation reasonably necessary for Owner to determine if Final Completion has been achieved. Within five (5) days following the date on which an executed Final Completion Certificate is received by Owner, Owner shall review such certificate and documentation for the purpose of determining if Final Completion has been achieved. Within such five (5) day period, Owner shall either (A) countersign and deliver to Contractor the Final Completion Certificate to indicate its agreement that Final Completion has been achieved, or (B) if reasonable cause exists for doing so, notify Contractor in writing of its belief that Final Completion has not been achieved, including Owner's detail reasons for believing the same and advising of the actions it believes are required to achieve Final Completion, or (C) request further information to determine the completion of the Punchlist. If Owner fails to either countersign such Final Completion Certificate or notify Contractor in writing of Owner's reasons for disagreeing that Final Completion has been achieved within such five (5) day period, Final Completion shall be deemed to have been achieved on the date the Final Completion Certificate was submitted by Contractor to Owner. The procedures described in this Section 11.4 shall be repeated as necessary until Final Completion has been completed.

13. Subcontractors. Contractor shall at all times be responsible for the acts and omissions of Contractor's Subcontractors. Contractor shall be responsible for performance of all the Work, whether performed by Contractor or its Subcontractors.

14. Ownership of Plans, Data, Reports and Material.

14.1 All Contract Documents, including drawings, specifications, documents and other data furnished or to be furnished by Contractor in performing the Work or Contractor's warranty obligations herein are and shall remain the property of Contractor.

14.2 Any additional inventions or intellectual property created during construction shall be owned by Contractor.

14.3 Contractor further agrees to grant and hereby grants to Owner an irrevocable, non-transferable, except to any financing parties providing financing to Owner for its obligations under this Agreement and to any future owners of the System, royalty-free license under all patents, copyrights and other proprietary information of Contractor related to the Work now or hereafter owned or controlled by Contractor solely to the extent reasonably necessary for the operation, maintenance or repair of the System or any subsystem or component thereof

designed, specified, or constructed by Contractor under this Agreement. No other license in such patents and proprietary information is granted pursuant to this Agreement.

15. Payment.

15.1 So long as the Work is being performed in accordance with the provisions of this Agreement, Owner shall pay to Contractor the Contract Price in installments, each payable to Contractor upon achievement of a milestone or portion thereof for the Work identified on Exhibit D (each, a “Work Milestone”). When Contractor believes a Work Milestone has been completed, Contractor will submit an application for payment in the form of an invoice to the Owner Representative identifying the completed Work Milestone and the portion of the Contract Price payable pursuant to Exhibit D upon completion of such Work Milestone (each such amount or portion of the Contract Price, a “Milestone Payment”). Within fifteen (15) days after Contractor’s delivery of a payment application to the Owner Representative, Owner will pay the Milestone Payment payable upon achievement of the Work Milestone as set forth on Exhibit D.

15.2 When Contractor completes all work under a portion of this Agreement for which a separate price is stated, Contractor shall submit a billing or estimate for release of retention on that portion of the Work, which shall be paid within fifteen (15) days of request for release of the retention.

15.3 Overdue payment obligations of Owner hereunder shall bear interest from the date due until the date paid at a rate per annum equal to the lower of (i) the rate published by the *Wall Street Journal* as the “prime rate” on the date on which such interest begins to accrue plus five percent (5%) or (ii) the maximum rate allowed by Applicable Law (“Late Payment Interest”).

16. Suspension of the Work. Contractor may suspend the Work, upon written notice, if Owner fails to pay any Milestone Payment within ten (10) days after the date on which such payment is due hereunder. In addition, Contractor shall be entitled to (i) an extension of the deadlines of this Agreement, including an extension of the Target Substantial Completion Date for the same period of any suspension under this Section 15, and (ii) the reimbursement of the additional costs and expenses, if any, reasonably incurred and substantiated by Contractor including but not limited to demobilization and mobilization costs, costs of protecting, securing, insuring the Work, and in resumption of the Work. Upon suspension, Contractor may demobilize from the Site and shall not have any obligation to protect the Work during the period of suspension.

17. Taxes. Contractor shall only be responsible for and shall pay (or cause to be paid) all taxes imposed upon its net income and all payroll and employment taxes of Contractor incurred pursuant to the performance of Work pursuant to this Agreement and all import taxes, customs duties and similar levies associated with the Work and Contractor materials. All sales taxes are included in the Contract Price. All other taxes, fees, levies, or other governmental charges of any kind arising in connection with the Work and any materials supplied hereunder shall be the exclusive responsibility of Owner. Contractor and Owner shall cooperate with each other to minimize the tax liability of both Parties to the extent legally permissible and will cooperate to obtain any available tax exemptions relative to the System and the Work.

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18. Owner Obligations.

Owner shall provide or make provisions to provide Contractor and its Subcontractors with access to the Site and work areas Contractor requires for completion of the Work. Contractor shall have reasonable access to the Site after Final Completion for inspection and photography. Owner shall make available and maintain all permits for the Site that were held by the Owner at the Effective Date.

19. Representations and Warranties.

19.1 Representations and Warranties of Contractor. Contractor represents and warrants as of the Effective Date to Owner that:

19.1.1 Contractor is duly organized, validly existing, and in good standing under the laws of the State of California and has full power to engage in the business it presently conducts and contemplates conducting.

19.1.2 Contractor has (either directly or through its Subcontractors) all the required authority, ability, skills, experience and capacity necessary to perform and shall diligently perform the Work in a timely and professional manner, utilizing sound engineering principles, project management procedures, construction procedures and supervisory procedures, all in accordance with Industry Standards.

19.1.3 The execution, delivery and performance by Contractor of this Agreement will not (i) violate or conflict with any covenant, agreement or understanding to which it is a party or by which it or any of its properties or assets is bound or affected, or its organizational documents or (ii) subject the System or any component part thereof to any lien other than as contemplated or permitted by this Agreement.

19.1.4 There are no actions, suits, proceedings, patent or license infringements or investigations pending or, to Contractor's knowledge, threatened against it before any court or arbitrator that individually or in the aggregate could result in any materially adverse effect on the business, properties or assets or the condition, financial or otherwise, of Contractor or in any impairment of its ability to perform its obligations under this Agreement.

19.2 Representations and Warranties of Owner. Owner represents and warrants as of the Effective Date to Contractor that:

19.2.1 Owner is duly organized, validly existing and in good standing under the laws of the State of California and has full legal capacity and full power to engage in the business it presently conducts and contemplates conducting.

19.2.2 The execution, delivery and performance by Owner of this Agreement will not (i) violate or conflict with any covenant, agreement or understanding to which it is a party or by which it or any of its properties or assets is bound or affected, or its organizational documents or (ii) subject the System or any component part thereof or the Site or any portion thereof to any lien other than as contemplated or permitted by this Agreement.

19.2.3 There are no actions, suits, proceedings, patent or license infringements or investigations pending or, to Owner's knowledge, threatened against it before any court or arbitrator that individually or in the aggregate could result in any materially adverse effect on the business, properties or assets or the condition, financial or otherwise, of Owner or in any impairment of its ability to perform its obligations under this Agreement.

19.2.4 Owner has available all the funds that are necessary to pay Contractor the Contract Price under this Agreement.

20. Warranty. Contractor hereby makes the specific warranties set forth in Exhibit L to this Agreement with respect to System and the Work under this Agreement.

21. Insurance.

21.1 Contractor, at its expense, shall procure or cause to be procured and maintain or cause to be maintained in full force and effect at all times commencing no later than the NTP Date and until Final Completion, the insurance coverages specified in Exhibit F. All such insurance coverage shall be in accordance with the terms of this Section 20 and Exhibit F.

21.2 Owner, at its expense, shall procure or cause to be procured and maintain or cause to be maintained in full force and effect at all times commencing no later than the NTP Date and until Final Completion, the insurance coverages specified in Exhibit F. All such insurance coverage shall be in accordance with the terms of this Section 20 and Exhibit F.

21.3 Contractor's and Owner's policies shall provide for a waiver of subrogation rights against Owner and its affiliates, and their assigns, subsidiaries, affiliates, directors, officers and employees, and of any right of the insurers to any set-off or counterclaim or any other deduction, whether by attachment or otherwise, in respect of any liability of any such Person insured under Contractor's or Owner's Commercial General Liability policy. Contractor does not hereby waive Contractor's rights under this Agreement.

21.4 The insurance policy limits set forth herein shall in no way be construed as limits on the Parties' liability under this Agreement, subject to the provisions of Section 21.

21.5 Owner and Contractor shall be named as an additional insured under the Parties' liability insurance coverages. Contractor shall provide Owner with a certificate of insurance before commencement of the Work at the Site.

21.6 If requested by Owner or Contractor, Contractor and Owner shall provide the other Party with evidence that the premiums have been paid not later than thirty (30) days following such request.

22. Indemnity; Limitation of Liability.

22.1 Contractor shall fully indemnify, save harmless and defend Owner, its parents, subsidiaries, affiliates, divisions, and their respective directors, officers, employees, shareholders, agents, representatives, successors and assigns harmless from and against any and all losses, liabilities, claims, demands, damages, causes of action, fines, penalties, costs and

expenses (including reasonable attorneys' fees) incurred by Owner in connection with or arising from any claim by a third party for physical damage to or physical destruction of property, or death of or bodily injury to any person, but only to the extent caused by (a) the negligence, gross negligence or willful misconduct of Contractor or its agents or employees or others under Contractor's control or (b) a breach by Contractor of its obligations hereunder. This shall not require Owner to indemnify Contractor for Contractor's performance of Contractor's Work.

22.2 Owner shall fully indemnify, save harmless and defend Contractor, its parents, subsidiaries, affiliates, divisions, and their respective directors, officers, employees, shareholders, agents, representatives, successors and assigns harmless from and against any and all losses, liabilities, claims, demands, damages, causes of action, fines, penalties, costs and expenses (including reasonable attorneys' fees) incurred by Contractor in connection with or arising from any claim by a third party for physical damage to or physical destruction of property, or death of or bodily injury to any person, but only to the extent caused by (a) the negligence, gross negligence or willful misconduct of Owner or its agents or employees or others under Owner's control or (b) a breach by Owner of its obligations hereunder.

22.3 If any claim is brought against a Party entitled to indemnification under this Agreement (the "Indemnified Party") the Indemnified Party shall promptly notify the Party obligated to provide indemnification under this Section and/or Section 25 (the "Indemnifying Party"). The Indemnifying Party shall have sole charge and direction of the defense of any suit or proceeding based on any claim, demand, loss, damage, cause of action, suit on liability for which the Indemnifying Party is responsible under this Section and/or Section 25. The Indemnified Party shall give the Indemnifying Party such assistance as the Indemnifying Party may reasonably require in such defense and shall have the right to be represented in such defense by counsel of its own choice at its own expense. If the Indemnifying Party fails to defend diligently such suit or proceeding, the Indemnified Party may, in its reasonable discretion, either defend such suit or proceeding or settle the claim which is the basis thereof, with the consent of the Indemnifying Party (provided that consent shall be deemed given if the Indemnifying Party fails to respond to a request for consent within ten (10) days after receipt of such request). The assumption by the Indemnified Party of its own defense or the settlement by the Indemnified Party of a claim subject to indemnification in accordance with the immediately preceding sentence shall not relieve the Indemnifying Party of its obligations under this Agreement, and, in any such instance, the Indemnifying Party shall reimburse the Indemnified Party for its settlement costs, legal expenses, court costs and reasonable attorneys' fees.

22.4 Comparative Fault. In the event joint, concurrent, comparative or contributory fault, negligence or willful misconduct of the Parties gives rise to damages for which the Parties are entitled to indemnification under this Agreement, then such damages shall be allocated between the Parties in proportion to their respective degrees of fault, negligence or willful misconduct contributing to such damages.

22.4.1 WAIVER OF CONSEQUENTIAL DAMAGES AND LIMITATION ON LIABILITY. NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE EXCEPT

AS PROVIDED IN THIS AGREEMENT AND THE CONTRACT DOCUMENTS AND/OR TO THE EXTENT SUCH DAMAGES ARE COMPONENT COSTS OF LIQUIDATED DAMAGES UNDER THIS AGREEMENT AND THE CONTRACT DOCUMENTS. UNDER NO CIRCUMSTANCES SHALL CONTRACTOR'S TOTAL LIABILITY UNDER THIS AGREEMENT EXCEED THE CONTRACT PRICE.

23. Performance of the Work.

23.1 Contractor agrees to use, and agrees that it shall require each of its Subcontractors to use, only personnel who are qualified and properly trained and who possess every license, permit, registration, certificate or other approval required by Applicable Law, including by any Governmental Authority, to enable such persons to perform the Work.

23.2 Contractor agrees that all Equipment to be supplied or used by Contractor or its Subcontractors in the performance of the Work under this Agreement shall be brand new.

24. Compliance with Applicable Laws. Contractor specifically agrees that it shall at all times fully comply with Applicable Laws and that it shall perform the Work in accordance with the Applicable Laws. Notwithstanding the foregoing, Contractor shall not be responsible for any environmental liabilities relating to the Site where the System is located, except for such Hazardous Materials that are brought onto the Site by Contractor or its Subcontractors during construction of the System; provided, however, that Contractor shall be required to comply with all applicable environmental laws and regulations during construction of the System.

Owner specifically agrees that in the performance of its obligations under this Agreement it shall at all times fully comply with Applicable Laws.

25. Hazardous Materials.

25.1 Contractor hereby specifically agrees to indemnify, defend and hold Owner, its parents, subsidiaries, affiliates, divisions, and their respective directors, officers, employees, shareholders, agents, representatives, successors and assigns harmless from and against any and all losses, liabilities, claims, demands, damages, causes of action, fines, penalties, costs and expenses (including reasonable consulting, engineering, attorneys' or other professional fees), that they may incur or suffer by reason of:

25.1.1 any unauthorized release of a Hazardous Materials brought onto the Site by Contractor or its subcontractors;

25.1.2 any enforcement or compliance proceeding commenced by or in the name of any Governmental Authority because of an alleged, threatened or actual violation of any Applicable Law by Contractor or its Subcontractors directly related to a Hazardous Materials brought onto the Site by Contractor or its Subcontractors; and

25.1.3 any action reasonably necessary to abate, remediate or prevent a violation or threatened violation of any Applicable Law by Contractor or its Subcontractors directly related to a Hazardous Materials brought onto the Site by Contractor or its Subcontractors.

25.2 Owner hereby specifically agrees to indemnify, defend and hold Contractor, its parents, subsidiaries, affiliates, divisions, and their respective directors, officers, employees, shareholders, agents, representatives, successors and assigns harmless from and against any and all losses, liabilities, claims, demands, damages, causes of action, fines, penalties, costs and expenses (including, but not limited to, all reasonable consulting, engineering, attorneys' or other professional fees), that they may incur or suffer by reason of:

25.2.1 any unauthorized release of Hazardous Materials brought onto the Site by Owner or its subcontractors;

25.2.2 any enforcement or compliance proceeding commenced by or in the name of any Governmental authority because of an alleged, threatened or actual violation of any Applicable Law brought onto the Site by Owner or its subcontractors;

25.2.3 any action reasonably necessary to abate, remediate or prevent a violation or threatened violation of any Applicable Law by Owner or its subcontractors; and

25.2.4 (i) any unauthorized release of Hazardous Materials; (ii) any enforcement or compliance proceeding commenced by or in the name of any Governmental authority because of an alleged, threatened or actual violation of any Applicable Law; and (iii) any action reasonably necessary to abate, remediate or prevent a violation or threatened violation of any Applicable Law, provided such Hazardous Materials that are not brought on to the Site by either Contractor or Owner or their respective subcontractors.

26. Governing Law. The formation, interpretation and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of California.

27. Dispute Resolution.

27.1 Good Faith Negotiations. In the event that any question, dispute, difference or claim arises out of, or in connection with this Agreement, including any question regarding its existence, validity, performance, or termination (a "Dispute"), as to which either Party has notified to the other Party, senior management personnel from both Contractor and Owner shall meet and diligently attempt in good faith to resolve the Dispute for a period of fifteen (15) days following one Party's written request to the other Party for such a meeting. If, however, either Party refuses or fails to so meet, or the Dispute is not resolved within fifteen (15) days after delivery of written notice requesting such negotiation, the provisions of Sections 27.2 shall apply.

27.2 Arbitration. Any Dispute that is not settled pursuant to Section 26.1 shall be settled by arbitration between the Parties conducted by JAMS Arbitration and Mediation Services in Ontario, California ("JAMS") by a single arbitrator selected in accordance with this Section 26.2. The submitting Party shall submit such Dispute to arbitration by providing a written demand for arbitration to the other Party and to JAMS. Upon delivery of a notice of arbitration, the Parties shall select a single neutral arbitrator with significant contract resolution experience and systems similar to those listed on Exhibit A. If the Parties cannot agree on a single neutral arbitrator within fifteen (15) business days after the written demand for arbitration is provided, then the arbitrator shall be selected by JAMS. Once an arbitrator has been selected, the Parties may then commence with and engage in discovery in connection with the arbitration as provided by

California statutes and shall be entitled to submit expert testimony or written documentation in such arbitration proceeding. The decision of the arbitrator shall be final and binding upon Owner and Contractor and shall be set forth in a reasoned opinion, and any award may be enforced by Owner or Contractor, as applicable, in a court of competent jurisdiction. Any award of the arbitrator may include interest from the date of any from the date of the award until paid in full, at the rate of the Late Payment Interest. Each of Owner and Contractor shall bear its own cost of preparing and presenting its case; provided, however, that the cost of the arbitration, including the fees and expenses of the arbitrator, shall initially be shared equally by Owner and Contractor, subject to reimbursement of such arbitration costs and reasonable attorney's fees and costs to the prevailing Party if awarded by the arbitrator. The arbitrator shall be instructed to establish procedures such that a decision can be rendered within sixty (60) calendar days of the appointment of the arbitrator.

27.3 Arbitrator Confidentiality Obligation. The Parties shall ensure that any arbitrator appointed to act under this Section will agree to be bound to the provisions of Section 30 with respect to the terms of this Agreement and any information obtained during the course of the arbitration proceedings.

27.4 TRIAL WAIVER. NOTICE: BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY.

WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO
SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE
"ARBITRATION OF DISPUTES" PROVISION TO NEUTRAL
ARBITRATION.

Owner's Initials

Contractor's Initials

28. California Contractors Board License. Motive Energy Telecommunications Group, Inc., is a general contractor with Type B and C-10 licenses of the Contractors State License Board, license number 1021440.

29. Notices and Demands. Any notice, request, demand or other communication required or permitted under this Agreement, shall be deemed to be properly given by the sender and received by the addressee if made in writing and (a) if personally delivered; (b) if delivered

by a nationally recognized courier (FedEx or UPS, but specifically excluding the United States Postal Service), on the date of the delivery receipt provided by the nationally recognized courier. All notices shall be addressed as set forth in Exhibit G. The noticing party shall also email or fax a copy of the document to the addressee on the day it is provided in person or shipped by the nationally recognized carrier. Notwithstanding the foregoing, Change Orders and Invoices may be submitted via email or fax.

30. Nondisclosure. Each Party in receipt of information from the other Party (the “Receiving Party”) shall not use for any purpose other than performing the Work under, or enforcement under Section 27 of this Agreement or divulge, disclose, produce, publish, or permit access to, without the prior written consent of the other Party (the “Disclosing Party”), any information of the Disclosing Party, which includes, without limitation, this Agreement and exhibits hereto, all information or materials prepared in connection with the Work performed under this or any related subsequent Agreement, designs, drawings, specifications, techniques, models, data, documentation, source code, object code, diagrams, flow charts, research, development, processes, procedures, know-how, manufacturing, development or marketing techniques and materials, development or marketing timetables, strategies and development plans, customer, supplier or personnel names and other information related to customers, suppliers or personnel, pricing policies and financial information, and other information of a similar nature, whether or not reduced to writing or other tangible form, and any other trade secrets (“Confidential Information”). Confidential Information does not include (a) information known to the Receiving Party prior to obtaining the same from the Disclosing Party; (b) information in the public domain at the time of disclosure by the Receiving Party; (c) information obtained by the Receiving Party from a third party who did not receive same, directly or indirectly, from the Disclosing Party, or (d) previously developed by the Receiving Party independently without the benefit of the Confidential Information. The Receiving Party shall use the higher of the standard of care that the Receiving Party uses to preserve its own confidential information or a reasonable standard of care to prevent unauthorized use or disclosure of such Confidential Information. Notwithstanding anything herein to the contrary, the Receiving Party has the right to disclose Confidential Information without the prior written consent of the Disclosing Party: (i) as required by any court or other Governmental Authority, or by any stock exchange the shares of any Party are listed on, (ii) as otherwise required by Applicable Law, (iii) as required in connection with any government or regulatory filings, including without limitation, filings with any regulating authorities covering the relevant financial markets, (iv) to its attorneys, accountants, financial advisors or other agents, in each case bound by confidentiality obligations, (v) to banks, investors and other financing sources and their advisors, in each case bound by confidentiality obligations; or (vi) in connection with an actual or prospective merger or acquisition or similar transaction where the party receiving the Confidential Information is bound by confidentiality obligations. If a Receiving Party believes that it will be compelled by a court or other Governmental Authority to disclose Confidential Information of the Disclosing Party, it shall give the Disclosing Party prompt written notice so that the Disclosing Party may determine whether to take steps to oppose such disclosure.

31. Emergency Work. Notwithstanding any of the provisions of the Agreement, Contractor, in an emergency affecting the safety of life or property, including adjoining property, is authorized to act in its discretion without special instructions, orders, or authorization from Owner, or Owner’s Representative, to prevent such threatened loss or injury, and must so act if instructed to do so. Any compensation claimed by Contractor on account of such emergency

shall be determined in the manner provided in Section 6 of this Agreement for determination of compensation to be paid for extra work, except that Contractor's failure to obtain a written order prior to the performance of such emergency work shall not affect its right, if any, to extra compensation.

32. Validity. The invalidity, in whole or in part, of any provisions of this Agreement shall not affect the validity of any other provisions hereof.

33. Survival. All of the terms of this Agreement which by their nature extend beyond the expiration or termination of this Agreement, including but not limited to indemnification obligations and limitations of liability, shall survive expiration or termination of the Agreement and remain in full force and effect.

34. Binding Effect. This Agreement shall be binding on the Parties hereto and on their respective permitted successors, heirs and assigns.

35. No Oral Modifications. No oral amendment or modification of this Agreement by any officer, agent or employee of Contractor or Owner shall be of any force or effect unless such amendment or modification is in writing and is signed by a duly authorized representative of the Party to be bound thereby.

36. Headings. The headings in this Agreement are for convenience of reference only and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

37. Counterparts. This Agreement may be executed in counterparts which, taken together, shall constitute a single instrument. Emailed or faxed signed, or DocuSigned documents or counterparts shall be acceptable and binding.

38. Authority. Each individual executing this Agreement on behalf of Owner and Contractor represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of said Party and that this Agreement is binding upon said Party in accordance with its terms.

39. Announcements and Publications. Notwithstanding the provisions of Section 28, the Parties shall jointly agree upon the necessity and content of any press release in connection with the System, the Work, and any other matters contemplated by this Agreement. Any publication, news release or other public announcement by a Party relating to this Agreement or to the performance hereunder shall first be reviewed and consented to in writing by the other Party, such consent not to be unreasonably withheld.

40. Complete Agreement. This Agreement constitutes the complete and entire Agreement between the Parties and supersedes any previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. There are no additions to, or deletions from, or changes in, any of the provisions hereof, and no understandings, representations or Agreements concerning any of the same, which are not expressed herein, unless stated below. THE PARTIES HEREBY AGREE THAT NO TRADE USAGE, PRIOR COURSE OF DEALING OR COURSE OF PERFORMANCE UNDER THIS AGREEMENT SHALL BE

PART OF THIS AGREEMENT OR SHALL BE USED IN THE INTERPRETATION OR CONSTRUCTION OF THIS AGREEMENT.

41. No Agency. This Agreement is not intended, and shall not be construed, to create any association, joint venture, agency relationship or partnership between the Parties or to impose any such obligation or liability upon either Party. Neither Party shall have any right, power or authority to enter into any agreement or undertaking for, or act as or be an agent or representative of, or otherwise bind, the other Party. For the purposes of this Agreement, Contractor is an independent contractor and this Agreement is a lump-sum agreement.

42. Priority of Documents. In the event of conflicting provisions between any of the Contract Documents, the provisions shall govern in the following priority: first, duly executed amendments to this Agreement, including Change Orders (to the extent not superseded by a subsequent amendment or Change Order), second, this Agreement and third, the other Contract Documents.

43. Assignment.

43.1 Except as set forth in Section 41.2, no Party shall be entitled to assign this Agreement or any of its rights or obligations under this Agreement, nor shall it enter into any transaction as a result of which it may transfer, assign, charge or dispose by any title of any of those rights and obligations, without the prior written consent of the other Party, which consent shall not be unreasonably withheld.

43.2 Notwithstanding the foregoing, (i) Contractor and Owner shall be entitled to assign its right, title and interest in and to this Agreement (and, in particular, any rights arising in relation to any insurance policy and any other right to collect any amount from Owner) to any lenders by way of security for the performance of obligations to such lenders upon written notice, but without the consent of the other Party, and (ii) each Party shall be entitled to assign its respective right, obligation, title and interest in and to this Agreement in connection with a merger or acquisition and sale of substantially all of its assets, upon written notice to the other Party and provided such assignee assumes any and all obligations of the other Party hereunder.

44. Waivers. No provision of this Agreement shall be considered waived by either Party except when such waiver is made in writing. The failure of either Party to insist, on one or more occasions, upon strict performance of any of the provisions of this Agreement or to take advantage of its rights hereunder or the delay or failure in exercising totally or partially any right or remedy under this Agreement, shall not be construed as a waiver of any such provisions or the relinquishment of any such rights or any other rights for the future, but the same shall continue and remain in full force and effect.

45. Time is of the Essence and Unavoidable Delays and Defaults. Time is of the essence with respect to the performance of this Agreement. However, Contractor or Owner shall be excused for any delays or default by said party in the performance of the obligations and duties under this Agreement unavoidably caused by the act of the other, the act of any agent of such party, the act of any governmental authority, the act of any public enemy, act of God, the elements, war,

war defense conditions, litigation, strikes, walkouts, or other causes beyond such party's control. Each party shall use reasonable diligence to avoid any such delay or default and shall resume performance of the obligations and duties under this Contract as promptly as possible subsequent to any such delay or default.

46. Days. In this Agreement “day” means calendar day unless it is specified that it means a “business day”. “Business day” means Mondays to Fridays, except for banking holidays in the state of California.

47. Cooperation with Financing. Contractor acknowledges that Owner will be financing the development and acquisition of the System and Contractor agrees that it shall cooperate with Owner and its financing parties in connection with such financing of the System, including (i) the furnishing of such information, (ii) the giving of such certificates, and (iii) providing such consents and other documents as Owner and its financing parties may reasonably request, provided that such cooperation shall not include the waiver by Contractor of any rights or impose the addition of any additional liabilities for the Contractor under this Agreement. Owner shall reimburse Contractor for any expenses incurred by Contractor in connection with this Section 45 provided such third party expenses are approved in writing by Owner.

48. System Savings. The amount of Owner’s savings from the installation and use of the System is dependent upon local electric company’s rate structures, which may change from time to time, and on the weather where the project is located. Contractor makes no warranty or guarantee regarding savings potential.

[Remainder of page intentionally left blank]

49. Exhibits. This Agreement includes and incorporates by reference the following Exhibits:

Exhibit A	System Design
Exhibit B	Scope of Work
Exhibit C	Site
Exhibit D	Contract Price and Payments
Exhibit E	Target Substantial Completion Date
Exhibit F	Insurance
Exhibit G	Party Representative and Notices
Exhibit H	Form of Notice to Proceed
Exhibit I	Technical Document Deliverables
Exhibit J	Applicable Permits
Exhibit K	Underground Exclusions
Exhibit L	Warranty
Exhibit M	[Reserved]
Exhibit N	[Reserved]
Exhibit O	Mechanical Completion Certificate
Exhibit P	[Reserved]
Exhibit Q	Final Completion Certificate

[Signatures on Next Page]

IN WITNESS WHEREOF, the Parties hereto have duly executed and delivered this Agreement as of the Effective Date set forth above.

CONTRACTOR:

DS Energy Solutions, a division of

MOTIVE ENERGY TELECOMMUNICATIONS GROUP, INC.

California Contractors License #1021440

By: _____

Name: Eli Edwards

Title: General Manager

OWNER: **Error! Reference source not found.**

By: _____

Name: **Error! Reference source not found.**

Title: Owner

Please initial on page 22.

Please complete Exhibits G & M

EXHIBIT A

System Design

Solar Panels: Error! Reference source not found.
Inverters: Error! Reference source not found.
Power Rating 1: Error! Reference source not found.
Power Rating 2: Error! Reference source not found.
Energy Consumption Mix: Error! Reference source not found.
Mounting Type: Error! Reference source not found.
Battery: Error! Reference source not found.

EXHIBIT B

Scope of Work ("SOW")

Includes the engineering, procurement, and construction of a Error! Reference source not found. ballasted rooftop solar system. SOW includes all labor, management, equipment, and materials required to install and interconnect the solar system to the exiting point of interconnection without upgrades or modifications. SOW excludes all roof repairs, materials, and labor required to protect and maintain roofing warranty.

Assumptions

- 1. All technology & equipment specified/used in this project will meet or exceed all currently applicable & proposed safety, environmental and interconnection standards, as well as, all fire safety requirements**
- 2. All PV system equipment & components will be UL certified**
- 3. Contractor will obtain permits & utility approvals necessary to install the PV System**
- 4. Interconnection work/outages will be scheduled during normal business hours**
- 5. Building department and utility inspections will be scheduled during normal business hours**
- 6. Pricing assumes the Contractor's employees will have free and clear access to all array locations simultaneously during business hours (M-F 0700-1700)**
- 7. The Contractor will provide electrical drawings stamped by a licensed California Registered Electrical Professional Engineer**
- 8. The planned AC electrical tie-in will not require component upgrades or improvements unless specifically discussed in the proposal.**
- 9. The System & installation will meet all requirements for interconnection with appropriate documentation. The contractor will be responsible for providing all documentation.**
- 10. System layout is acceptable to AHJ in terms of clearances**
- 11. Single mobilization and completion of project in one phase**
- 12. As built plans are available for engineering reference**
- 13. The contractor is not responsible for superficial marking of parking area due to use of equipment**
- 14. On-site staging areas are available for storage of equipment and materials**
- 15. No special safety requirements beyond the contractor's standard safety regulations will be enforced**
- 16. Pricing includes NEMA 3R painted steel electrical equipment**
- 17. Module pricing is based on current market value. Price is subject to adjustment based on market conditions at time of contract.**
- 18. Ground penetrating radar (GPR) is accurate down to a depth of 3'-4'. There may be underground utilities below this level that are untraceable with GPR that would require the use of an underground camera to be located at additional cost.**
- 19. Pricing assumes the structure can support the additional loads of the PV array system.**
- 20. Pricing is based on private wage rates**

Exclusions

- 1. UL recertification of existing electrical equipment beyond our scope of work**
- 2. Repairs of any electrical code violations at the existing facility**
- 3. Removal and/or disposal of hazardous materials**
- 4. Arc flash or breaker coordination studies**
- 5. 3rd party (private) locating services**
- 6. Pedestrian & vehicle traffic control**
- 7. Re-creation of building plan sets**
- 8. Union project labor agreements**
- 9. Lightning protection systems**
- 10. Revenue grade metering**
- 11. ADA design/compliance**
- 12. Prevailing wage rates**
- 13. Sprinklers & gutters**
- 14. Inverter enclosures**
- 15. Phasing**
- 16. Bonding (except as required by law)**
- 17. Electrical infrastructure upgrades**

Additional Assumptions, Inclusions or Exclusions, if any.

None

EXHIBIT C

Site

Error! Reference source not found.

EXHIBIT D

Contract Price and Payments

Contractor shall be responsible for the design, construction, completion and commissioning of the System pursuant to the Agreement, for a lump sum Contract Price of **Error! Reference source not found.**

Unless mutually agreed as indicated by their signatures below, Owner shall make progress payments to Contractor in accordance with Section 15.1 of this Agreement

Owner and Contractor mutually agree in accordance with Section 15.2 that Owner shall pay Contractor the Contract Price according to the following schedule of Work Milestones and Milestone Payments:

<i>Work Milestones</i>	<i>Percent of Contract</i>	<i>Milestone Payments (As a % of total Contract Price)</i>
Upon contract signing	10%	Error! Reference source not found.
Upon design approved by client	15%	Error! Reference source not found.
Upon receiving city permit	40%	Error! Reference source not found.
Upon installation of racking system	25%	Error! Reference source not found.
Upon final city inspection sign off	10%	Error! Reference source not found.
Total	1.00%	0.00

Payment shall be made to Contractor within fifteen (15) days of the invoice date, certification or approval, whichever is earliest.

CONTRACTOR:

DS Energy Solutions, a division of

MOTIVE ENERGY TELECOMMUNICATIONS GROUP, INC.

California Contractors License #1021440

By: _____

Name: Eli Edwards

Title: General Manager

OWNER: **Error! Reference source not found.**

By: _____

Name: **Error! Reference source not found.**

Title: Owner

EXHIBIT E

Target Substantial Completion Date

The Target Substantial Completion Date currently determined to be **Error! Reference source not found.** is an anticipated date, which may be affected in a number of ways, including issuance of permits, inclement weather, access to the Project, availability of materials, pandemic issues, etc. There is no guarantee that the work will be completed by that date.

EXHIBIT F

Insurance

Contractor shall secure and maintain the following insurance coverages:

Commercial General Liability

Limits of Liability:

\$2,000,000 General Aggregate

\$2,000,000 Products/Completed Operations Aggregate

\$1,000,000 Personal & Advertising Injury Limit

\$1,000,000 Per Occurrence

Endorsements issued in favor to Owner:

- Additional Insured
- Coverage afforded Owner shall be primary and non-contributing to any other insurance maintained by Owner
- Thirty (30) days' notice of cancellation, except ten (10) days for non-payment of premium.

Automobile Liability:

Limits of Liability:

\$1,000,000 per accident

Workers' Compensation:

Limits of Liability:

Statutory

Employers' Liability:

Limits of Liability:

\$1,000,000 per occurrence

Umbrella/Excess Liability:

\$5,000,000 Aggregate

Excess over Primary Limits of Liability required for Commercial General Liability, Automobile Liability and Employers' Liability.

Professional Liability:

Limits of Liability:

\$2,000,000 each claim

\$2,000,000 Aggregate

Owner shall secure and maintain the following insurance coverages:

Commercial General Liability

Limits of Liability:

\$2,000,000 General Aggregate

\$2,000,000 Products/Completed Operations Aggregate

\$1,000,000 Personal & Advertising Injury Limit

\$1,000,000 Per Occurrence

- Thirty (30) days' notice of cancellation, except ten (10) days for non-payment of premium.

Automobile Liability:

Limits of Liability:

\$1,000,000 per accident

Workers' Compensation:

Limits of Liability:

Statutory

Employers' Liability:

Limits of Liability:

\$1,000,000 per occurrence

Umbrella/Excess Liability:

\$5,000,000 Aggregate

Excess over Primary Limits of Liability required for Commercial General Liability, Automobile Liability and Employers' Liability.

EXHIBIT G

Party Representatives and Notices

A. Contractor

1. Contractor Representative: **Error! Reference source not found.**
2. Notices:

Contractor: DS Energy Solutions, a division of Motive Energy Telecommunications Group, Inc.
Eli Edwards
18231 Stoddard Wells Rd, Victorville, CA 92394
844-373-6374
E-mail: Eli@dsenergysolutions.com

Owner

3. Owner Representative: **Error! Reference source not found.****Error! Reference source not found.**
4. Notices: **Error! Reference source not found.**
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EXHIBIT H

Form of Notice to Proceed

FORM OF NOTICE TO PROCEED

Deliver to: (Contractor) DS Energy Solutions, a division of
Motive Energy Telecommunications Group, Inc.

Owner: **Error! Reference source not found.**

Project Name: **Error! Reference source not found.**

Site Location: **Error! Reference source not found.**

“PV System” Size: **Error! Reference source not found.**

Notice Date: _____

Contractor is hereby notified to proceed with all of the Work on the project identified above. Upon receipt of this Notice, Contractor is responsible for performing the Work under the terms and conditions of the Solar PV System Construction Agreement dated _____, and in accordance with Agreement and the Contract Documents.

Owner:
Error! Reference source not found.
to Proceed is

Contractor:
Receipt of this Notice

hereby acknowledged:
DS Energy Solutions, a division of
Motive Energy Telecommunications Group,
Inc.

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT I

Technical Documents Deliverables **NOT ALL ARE APPLICABLE TO EVERY PROJECT**

Module
Module Specs/Data Sheet
Installation Manual
Limited Warranty

Inverter
Inverter Specs/Data Sheet
Warranty Contract
Installation and Operation Manual
Standard 5 Year Warranty Card
10 Year Warranty Card (TBD)
Certificate of Compliance
Commissioning Certificate
Pre-Commissioning Checklist/Form
Commissioning Request Form
Torque Inspection - Inverter Enclosure

Racking
Racking Connection Drawing/Spec
Tech Specs
Installation Manual
Limited Warranty
Compaction Reports
Torque Tests
Torque Values
Weld Inspections
Coating Inspections

DC Combiner Box
Spec Sheet/Data Sheet
Installation Manual
Warranty Card
Torque Inspection - Inverter Enclosure
Commissioning Documentation

Switchgear
Switchgear Tech Specs/Data Sheet
Switchgear Instruction Manual
Warranty Card
Torque Inspection - Switch Gear Enclosure
Commissioning Documentation
Transformer
Spec Sheet/Data Sheet
Installation Manual
Warranty Card
Commissioning Documentation
Weather Station
Spec Sheet/Data Sheet
Drawings
Warranty
Calibration Sheets
Commissioning Documentation
Monitoring
IP addresses
Login Information
Commissioning Documentation
Fuses
Fuse Data Sheet
Fuse List
Utility
Permission to Parallel
Witness List
3rd Party
3rd Party Capacity Tests & Checks
Civil
Geo-Technical Report (Soils)
Erosion Control
Structural
Special Inspection Reports

EXHIBIT J

Applicable Permits

Permit / Issuing Entity
Building Permit / Error! Reference source not found.
Electrical Permit / Error! Reference source not found.

EXHIBIT K

Underground Exclusions

☒ NOT APPLICABLE AS OF THE DATE OF SIGNING BUT WILL BECOME APPLICABLE IF CARPORTS ARE LATER ADDED TO THE PROJECT

SURFACES UPON WHICH CARPORTS ARE TO BE INSTALLED, MUST PERMIT THE MOVEMENT AND WEIGHT OF THE DRILLING OR LIFTING EQUIPMENT. CONTRACTOR SHALL NOT BE RESPONSIBLE FOR ANY DAMAGES TO THE SURFACES DUE TO THE USE OF THE MOVEMENT, DRILLING, OR LIFTING EQUIPMENT. THE UNDERSIGNED EXPRESSLY WARRANTS THAT THE ASPHALT, CONCRETE, OR OTHER SURFACE OF THE ACCESS ROUTE AND / OR THE AREA IN WHICH THE UNDERSIGNED HAS CAREFULLY EXAMINED THE WORK SITE, HAVE BEEN CAREFULLY EXAMINED AND APPROVED FOR THE WORK CONTEMPLATED AND THE LAYOUT OF THE CARPORT. THE UNDERSIGNED ALSO APPROVES OF JACKHAMMERING AND DRILLING OF CAISSON TYPE FOOTINGS AS PART OF THE WORK CONTEMPLATED.

TWO (2) FOOT TOLERANCE MUST EXIST IN ANY DIRECTION WHERE FOOTING HOLES ARE BEING DRILLED. IF TWO (2) FOOT TOLERANCE IS NOT FEASIBLE, CONTRACTOR MUST BE NOTIFIED IMMEDIATELY. IF THE CARPORTS CANNOT BE MOVED TO ACCOMMODATE THE TWO-FOOT TOLERANCE, THE FOOTING HOLES MUST BE HAND DUG AND THE UNDERSIGNED WILL BEAR THE ADDITIONAL EXPENSE. IF IT IS NECESSARY TO STEP THE CARPORT STRUCTURE DOWN DUE TO CHANGE IN GRADE NOT PREVIOUSLY AGREED BY CONTRACTOR MANAGEMENT AND THE UNDERSIGNED, THE UNDERSIGNED IS RESPONSIBLE FOR ANY EXTRA MATERIAL AND LABOR EXPENSE. INSTALLATION SHALL NOT COMMENCE UNTIL A CONTRACT CHANGE ORDER IS SIGNED BY ALL PARTIES INVOLVED.

THE UNDERSIGNED IS RESPONSIBLE FOR ANY INVESTIGATIONS OF SUB-SURFACE CONDITIONS IN AREAS WHERE WORK IS TO BE PERFORMED TO DETERMINE THE LOCATION OF UNDERGROUND OBJECTS INCLUDING, BUT NOT LIMITED TO: PIPELINES, SEWERS, TELEPHONE LINES, GAS LINES, ELECTRICAL LINES, CONDUIT, SPRINKLERS, ETC. FOOTING HOLES MUST BE HAND DUG IF THE UNDERGROUND OBJECTS ARE LOCATED WITHIN TWO FEET OF ANY FOOTING HOLE. INSTALLATION SHALL NOT COMMENCE UNTIL A CONTRACT CHANGE ORDER IS SIGNED BY ALL PARTIES INVOLVED. IF THE UNDERSIGNED FAILS TO DETERMINE THE LOCATION OF THE UNDERGROUND OBJECTS OR FAILS TO INFORM CONTRACTOR OF THE LOCATION OF THE UNDERGROUND OBJECTS, THEN THE UNDERSIGNED IS LIABLE FOR ANY DAMAGE DONE TO ANY OF THE UNDERGROUND OBJECTS.

THE UNDERSIGNED INDEMNIFIES CONTRACTOR AND ITS INSTALLERS FROM ANY LOSS, CLAIM, AND EXPENSE THAT CONTRACTOR AND ITS INSTALLERS OR SUBCONTRACTORS MIGHT INCUR AS A CONSEQUENCE OF DAMAGE DONE TO UNDERGROUND OBJECTS DESCRIBED ABOVE.

SHOULD SITE AND SOIL OR CONCEALED CONDITIONS BELOW THE SURFACE OF THE GROUND ENCOUNTERED IN THE PERFORMANCE OF THE WORK VARY FROM THOSE INDICATED BY THE UNDERSIGNED OR SHOULD UNKNOWN PHYSICAL CONDITIONS BELOW THE SURFACE OF THE GROUND DIFFER FROM THOSE ORDINARILY ENCOUNTERED, AN ADJUSTMENT TO THE CONTRACT PRICE WILL BE AGREED UPON AND A CONTRACT CHANGE ORDER ISSUED, AND WORK WILL CEASE UNTIL THE CONTRACT CHANGE ORDER IS SIGNED BY ALL PARTIES INVOLVED.

THE UNDERSIGNED IS RESPONSIBLE FOR KEEPING THE AREA WHERE THE CARPORTS ARE TO BE ERECTED, FREE AND CLEAR OF ANY / ALL OBSTRUCTIONS AT ALL TIMES DURING THE INSTALLATION. IF CONTRACTOR AND / OR ITS INSTALLERS / SUBCONTRACTORS ARE FORCED TO PULL OFF THE JOB SITE FOR ANY REASON BEYOND THE INSTALLERS CONTROL, THE UNDERSIGNED IS RESPONSIBLE FOR THE SECURITY OF THE MATERIALS WHILE THE INSTALLER IS GONE. IF MATERIALS ARE MISSING UPON THE INSTALLERS RETURN TO THE WORK SITE, THE UNDERSIGNED WILL BEAR THE EXPENSE OF REPLACEMENT.

CONTRACTOR WILL REMOVE ITS SPOILS TO A JOBSITE LOCATION AS DIRECTED BY THE PROJECT MANAGER. CONTRACTOR WILL NOT BE RESPONSIBLE FOR LABOR OR COST TO REMOVE SPOILS FROM OFF THE JOBSITE.

OBSTRUCTIONS

1) Any material which cannot be drilled continuously under normal conditions with a conventional Earth auger or soil conditions that requires the use of special core barrels will be an obstruction for the drill shaft from initial contact with the obstruction for any purpose. Continuous normal rate to be determined by and at Motive Energy Telecommunications Group, Inc. sole discretion.

2) Obstruction rate for this project will be charged at the premium hourly rate of \$495.00/HR, plus any drill teeth used.

Agreed to by: **Error! Reference source not found.**

By: _____

Error! Reference source not found. Error! Reference source not found.

EXHIBIT L

Warranty

Contractor and Owner agree as follows with respect to the System:

1. WORKMANSHIP AND EQUIPMENT WARRANTIES

- 1.1 Workmanship Warranty. Contractor warrants that the System will be free from defects in design and workmanship (“Workmanship Warranty”) for a period of one (1) year starting from the Substantial Completion Date (the “Warranty Period”). Contractor's liability under this warranty shall be conditioned on receipt of written notice of any defect promptly upon discovery and an opportunity to inspect the defect to verify its cause. This Workmanship Warranty shall be limited solely to the repair or replacement, as Contractor shall decide, of parts found to be defective under ordinary and proper use, for a period of one (1) year unless its ordinary life is less.
- 1.2 As part of the Workmanship Warranty, Contractor warrants to Owner that all Equipment:
 - 1.2.1 Upon incorporation into the System, the Equipment shall be new and of good quality; and
 - 1.2.2 Upon incorporation into the System, the Equipment shall comply with all Applicable Laws and Applicable Permits.
- 1.3 Notwithstanding anything to the contrary contained in the Agreement, Contractor shall (i) obtain warranties from the manufacturers of the Major Components (“Major Component Warranties”) and such Major Component Warranties shall comply with any obligations set forth in Section 4 below; (ii) Contractor shall assign such Major Component Warranties to Owner upon Substantial Completion; and (iii) the Major Components are excluded from the Workmanship Warranty and Owner shall look solely to the manufacturer of such Major Components for remedies under the applicable Major Component Warranty. Contractor will work with the Major Component suppliers to obtain replacement of defective Major Components, but labor costs to troubleshoot, remove and/or replace Major Components not caused by the workmanship of Contractor shall not be covered under the Workmanship Warranty.

2. GENERAL INFORMATION

- 2.1 Except as provided herein, if during the Warranty Period, there occurs a breach of the Workmanship Warranty, then Contractor will have the relevant System components repaired or replaced.
- 2.2 The Warranty Period for any repaired or replaced Work pursuant to the Workmanship Warranty shall be one (1) year from the date of such repair or replacement.

- 2.3 To make a claim under the Workmanship Warranty, Owner shall (i) identify a faulty condition in the System that Owner reasonably believes is a breach of the Workmanship Warranty; and (ii) deliver written notice to Contractor of a warranty claim.
- 2.4 Upon Contractor's receipt of Owner's written notice, Contractor shall, at its option, either repair or replace any defects that fall within the scope of the Workmanship Warranty. Contractor shall undertake the rectification of the defects at its own expense as promptly as possible and scheduled so as to minimize any effect on the operation of the System. Such repair or replacement shall be Owner's exclusive remedy for breach of the Workmanship Warranty. If, Contractor fails to respond to such written notice, diagnose the cause of the alleged defect and deliver a remedial plan within five (5) business days after its receipt of Owner's notice of a breach of Workmanship Warranty, or fails to diligently continue for and/or complete the required corrective actions within thirty (30) days (subject to availability of long lead time replacement parts), then Owner may, upon written notice to Contractor, correct such defect(s) itself, in which event Contractor shall be liable for all costs, charges and expenses incurred by Owner in connection therewith and shall forthwith pay to Owner an amount equal to such reasonable costs, charges and expenses within thirty (30) days after receipt of any invoice(s) and supporting documentation therefor from Owner.

3. WARRANTY EXCLUSIONS AND LIMITATIONS

The Workmanship Warranty does not apply to the following:

- 3.1 Misuse, abuse, neglect, alteration of the System or any Equipment.
- 3.2 Ordinary wear and tear of the System and/or Equipment.
- 3.3 Damage or malfunction caused by a failure of Owner or an operations and maintenance contractor selected by Owner ("O&M Contractor") to properly operate, maintain or repair the System in accordance with the applicable operation and maintenance manual and any applicable requirements of the Equipment manufacturers.
- 3.4 Damage or malfunction caused by any repair, replacement or installation of a part or service not provided or authorized in writing by Contractor.
- 3.5 Damage or malfunction resulting from Owner's or third-party abuse, accident, alteration, improper use, negligence or vandalism, theft, animals, livestock and/or pests.
- 3.6 Damage or malfunction resulting from the performance of repairs, maintenance or replacement of the System components by others, without prior written consent authorized by Contractor.
- 3.7 Damage or malfunction resulting from unusual or extreme power surges from the electric grid.
- 3.8 Damage or malfunction resulting from any Force Majeure Event.
- 3.9 Negligent acts or willful misconduct of Owner.
- 3.10 A casualty event that damages the System.

THE WARRANTIES SET FORTH IN THIS AGREEMENT ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, FOR PERFORMANCE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE—OR OTHERWISE. THERE ARE NO OTHER WARRANTIES, AGREEMENTS, OR UNDERSTANDINGS, ORAL

OR WRITTEN, WHICH EXTEND BEYOND THOSE SET FORTH IN THIS AGREEMENT WITH RESPECT TO THE WARRANTIED WORK, MATERIALS AND EQUIPMENT.

4. WARRANTIES FOR SYSTEM COMPONENTS

Warranties for the components of the System, specifically including, but not limited to, photovoltaic modules, inverters, monitoring, and battery systems, as applicable, are provided by the manufacturers of said components.

The battery system has a three (3) year performance guarantee which is dependent upon certain maintenance of the battery being performed and documented. Contractor offers a battery maintenance agreement to perform the required battery maintenance which may be purchased separately any time prior to the first anniversary of the Substantial Completion Date.

Contractor also offers a system maintenance agreement which may be purchased separately any time prior to the first anniversary of the Substantial Completion Date.

EXHIBIT M

PROJECT INFORMATION (To be completed by Owner)

Property Address	Error! Reference source not found.
Property Owner Name	Error! Reference source not found.
Property Owner Address	
Project Lender Name	
Project Lender Address	
Loan Number	
Payment Bonding Company Name	
Bonding Company Address	
Bond Number	
Prevailing Wage Required	<input type="checkbox"/> Yes <input type="checkbox"/> No
DIR#	

EXHIBIT O

MECHANICAL COMPLETION CERTIFICATE

Reference is made to that certain that certain Solar System Construction Agreement (the “Agreement”) which was entered into on the ____ day of _____ between **Error! Reference source not found.** (the “Owner”) and DS Energy Solutions, a division of Motive Energy Telecommunications Group, Inc. (the “Contractor”).

Capitalized terms used but not defined herein shall have the meaning set forth in the Agreement.

1. Pursuant to Section 11.3 of the Agreement, Contractor certifies to Owner the following:

- (A) Contractor has completed the design, engineering, procurement and construction of the System, including the installation of all AC and DC wiring and connection of all equipment, wiring, controls, and safety systems;
- (B) All instruments and relays have been installed and are functional as to the extent permissible prior to interconnection; and
- (C) the System is ready for operation as to the extent permissible prior to interconnection, pending only the interconnection and synchronization of the System with Utility’s distribution system.

2. Based on the foregoing, the Mechanical Completion Date is _____.

Executed by Contractor this _____ day of _____, 20__.

Contractor: DS Energy Solutions, a division of
Motive Energy Telecommunications Group, Inc.

By: _____
Name: _____
Title: _____

Acknowledged by Owner this _____ day of _____, 20__.

Owner: **Error! Reference source not found.**

By: _____
Name: _____
Title: _____

EXHIBIT Q

FINAL COMPLETION CERTIFICATE

Reference is made to that certain Solar System Construction Agreement (the "Agreement") which was entered into on the ___ day of ____, 20__ between **Error! Reference source not found.** (the "Owner") DS Energy Solutions, a division of Motive Energy Telecommunications Group, Inc. (the "Contractor").

Capitalized terms used but not defined herein shall have the meaning set forth in the Agreement.

1. Pursuant to Section 11.6 of the Agreement, the undersigned, Contractor, does hereby certify and represent to Owner that Final Completion has been achieved based on completion of each of the following:

- (A) Contractor has delivered to the Owner a final O&M Manual, including all changes and supplements to the O&M Manual as reasonably requested by the Owner and as reasonably agreed by Contractor;
- (B) Contractor has delivered to Owner Final As-Built Submittal, all shop drawings, all test reports;
- (C) Substantial Completion has occurred;
- (D) All items as identified on the Punchlist agreed at time of Substantial Completion have been completed or waived.

2. Based on the foregoing, the date of Final Completion is _____.

Executed by Contractor this _____ day of _____, 20__.

DS Energy Solutions, a division of Motive Energy Telecommunications Group, Inc.

By: _____

Name: _____

Title: _____

Acknowledged by Owner this _____ day of _____, 20__.

Owner: **Error! Reference source not found.**

By: _____

Name: _____

Title: _____

EQUIPMENT LEASE PURCHASE AGREEMENT

BETWEEN

ALLIANCE FUNDING SOLUTIONS, INC., as Lessor

AND

CITY OF WEST COVINA, as Lessee

DATED AS OF

[March __, 2021]

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Lease Documents:

Equipment Lease-Purchase Agreement;
 Exhibit A – Description of Equipment;
 Exhibit B - Equipment Schedule;
 Exhibit C – Notice and Acknowledgment of Assignment;
 Exhibit D-1 – Insurance Coverage Request;
 Exhibit D-2 – Intentionally Omitted;
 Exhibit E – Essential Use Certificate;
 Exhibit F – Incumbency Certificate;
 Exhibit G – Opinion of Lessee’s Counsel;
 Exhibit H – Tax Opinion of Lessee’s Counsel;
 Exhibit I – Bank Qualified Certificate;
 Exhibit J – Post Issuance Tax Compliance Procedures;
 Exhibit K – Escrow Agreement;
 Exhibit L – City Council Meeting Minutes from Meeting held on [April 6, 2021];
 Exhibit M – Form 8038-G; and
 Exhibit N – Closing Memorandum/Payment Proceeds Direction.

EQUIPMENT LEASE PURCHASE AGREEMENT

THIS EQUIPMENT LEASE PURCHASE AGREEMENT, (as amended or supplemented from time to time, this "**Lease Agreement**") dated as of [March __, 2021], between ALLIANCE FUNDING SOLUTIONS, INC., a California corporation (together with its successors and assigns, the "**Lessor**"), whose mailing address is 12520 High Bluff Drive, Suite 345, San Diego, California 92130, and the CITY OF WEST COVINA, a government organization of the State of California (the "**Lessee**"), whose mailing address is 1444 W Garvey Avenue S, West Covina, California 91790.

WITNESSETH:

WHEREAS, the Lessor has agreed lease the Equipment (as hereinafter defined) to the Lessee, and the Lessee has agreed to lease the Equipment from the Lessor, pursuant to the terms and conditions hereinafter set forth;

NOW, THEREFORE, for and in consideration of the premises and of the covenants hereinafter contained, and other good and valuable considerations, the mutual parties hereto agree as follows:

ARTICLE 1

DEFINITIONS

For purposes of this Lease Agreement and any related documents, the following definitions will apply:

1.1 Acceptance Certificate. A certificate in the form attached as Exhibit A to the Escrow Agreement.

1.2 Authorized Representative. With respect to the Lessee, the City Manager and any other authorized representative of the Governing Body or other person or officer approved by Lessee in writing.

1.3 Code. The Internal Revenue Code of 1986, as amended.

1.4 Governing Body. The City Council of the Lessee.

1.5 Concluding Payment. Shall have the meaning set forth in Article 18.

1.6 Commencement Date. Shall have the meaning set forth on Exhibit B.

1.7 Costs of the Equipment. The total cost of acquisition and installation of the Equipment, including costs of issuance (\$3,215,098.00).

1.8 Default Rate. Shall have the meaning set forth in Section 4.3.

1.9 Equipment. The personal property described in Exhibit A to this Lease Agreement that is now or may hereafter from time to time become attached hereto and incorporated herein by reference, together and with any and all additions, modifications, attachments, substitutions, repairs, accessories, replacements, parts and proceeds thereof.

1.10 Escrow Agent. Santa Cruz County Bank and its successors and assigns.

1.11 Escrow Agreement. The Escrow Agreement of even date herewith among the Lessor, the Lessee and the Escrow Agent in substantially the form attached hereto as Exhibit K.

1.12 Escrow Fund. The fund of such name created under the Escrow Agreement.

1.13 Event of Nonappropriation. Shall have the meaning set forth in Section 4.6(b).

1.14 Fiscal Year. Shall mean July 1 through June 30 of each year.

1.15 Lease Term. The period of time described in Article 3 of this Lease Agreement.

ARTICLE 2

LEASE

The Lessor hereby sells, transfers and leases to the Lessee, and the Lessee hereby acquires, purchases and leases from the Lessor, the Equipment. The Lessee shall be entitled to possession of the Equipment so long as the Lessee is not in default under this Lease Agreement and the Lessee has not failed to appropriate any amounts required to be paid by it hereunder.

ARTICLE 3

LEASE TERM

The Lease Term shall commence on the Commencement Date and shall terminate, except as otherwise expressly provided herein, upon the first to occur of: (a) the exercise by Lessee of the option to purchase the Equipment pursuant to Article 18 hereof; (b) Lessor's election to terminate this Lease Agreement pursuant to Article 15; (c) termination of this Lease Agreement due to an Event of Nonappropriation or (d) upon payment by the Lessee of the scheduled rental payments and all other amounts due and payable hereunder.

ARTICLE 4

RENTAL PAYMENTS

4.1 Amount and Times of Payment. The Lessee hereby agrees to pay rental payments hereunder in the amounts and on the dates identified in Exhibit B. A portion of each rental payment is paid as, and represents payment of, interest, and the balance of each rental payment is paid as, and represents payment of, principal.

4.2 Place of Payments. All rental payments required to be made to the Lessor hereunder shall be made at the Lessor's principal office or as may be otherwise directed by the Lessor. The Lessee shall pay the rental payments in lawful money of the United States of America from moneys legally available therefor.

4.3 Late Charges. Whenever any rental payment or other amount payable to Lessor by Lessee hereunder is not paid within ten (10) business days after such due date, Lessee agrees to pay Lessor a late charge on the delinquent amount at the "Default Rate," which is one percent (1%) per month, or the maximum amount permitted under applicable law, whichever is less.

4.4 Current Expense. The Lessee's obligation to pay rental payments and any additional amounts payable hereunder constitutes a current obligation payable exclusively from legally available funds and shall not be construed to be an indebtedness within the meaning of any applicable constitutional or statutory limitation or requirement. THIS LEASE AGREEMENT IS NOT A PLEDGE OF THE FULL FAITH AND CREDIT OF THE LESSEE, AND DOES NOT CREATE ANY OBLIGATION ON THE PART OF THE LESSEE EXCEPT AS SPECIFICALLY STATED HEREIN.

4.5 Unconditional Payment Obligation. Subject to Section 15.1 hereof, the Lessee's obligation to pay all amounts payable hereunder and the Lessee's obligations otherwise to perform its obligations under or with respect to the Lease Agreement, are and shall be absolute and unconditional and shall not be affected by any circumstances whatsoever, including (i) any right of setoff, counterclaim, recoupment, deduction, abatement, defense or other right which the Lessee may have against the Lessor, the manufacturer or vendor of the Equipment, or any other person, for any reason whatsoever, including, those arising or allegedly arising out of claims (present or future, alleged or actual, and including claims arising out of strict liability in tort or negligence of the Lessor) of the Lessee against the Lessor under this Lease Agreement or otherwise, (ii) any defect in the title, condition, design, operation, or fitness for use of, or any damage to or loss or destruction of all or any portion of, the Equipment, or any interruption or cessation in the use or possession thereof by the Lessee for any reason whatsoever, (iii) the existence of any collateral, guaranty or security interest, (iv) any insolvency, bankruptcy, reorganization or similar proceedings by or against Lessee, (v) any force majeure event, or (vii) any other circumstance, happening or event whatsoever. It is the intention of the parties that all rental payments and other amounts due hereunder shall continue to be payable in all events in the manner and at the times set forth herein unless the obligation to do so shall have been terminated pursuant to the express terms hereof.

4.6 Appropriation.

(a) Lessee represents and warrants that: (i) it has made sufficient appropriations or has other legally available funds to pay all rental payments hereunder due during the first Fiscal Year of the Lease Term; (ii) the officer of Lessee responsible for budget preparation will do all things lawfully within his/her power to obtain appropriated funds for the payment of rental payments and other amounts required to be paid hereunder in each succeeding Fiscal Year during the Lease Term; and (iii) Lessee acknowledges that Lessor has relied upon these representations as an inducement to enter into this Lease Agreement. If an Event of Nonappropriation (hereinafter defined) shall occur, Lessee agrees, at Lessee's sole cost and expense, peaceably to deliver the

corresponding Equipment to Lessor in the condition required by Section 6.1 at such location in the continental United States specified by the Lessor on or before the effective date of termination.

(b) Notwithstanding any provision to the contrary in this Lease Agreement, if sufficient funds are not appropriated by the Governing Body to pay rental payments and other amounts due hereunder (an "Event of Nonappropriation") this Lease Agreement shall terminate as of the end of the Fiscal Year for which funds have been appropriated to pay all amounts hereunder.

ARTICLE 5

ESCROW FUND

5.1 Escrow Fund. On the Commencement Date upon satisfaction of the Lessor's requirements to closing (including, without limitation, the execution and delivery to the Lessor of (1) an incumbency certificate in substantially the form attached as Exhibit F hereto, (2) an Opinion of Lessee's Counsel in substantially the form attached as Exhibit G hereto and (3) a Tax Opinion of Lessee's Counsel reasonably acceptable to Lessor in its sole discretion, Lessor shall deposit: \$3,215,098.00 into the Escrow Fund to be held in escrow and applied upon the express terms and conditions of the Escrow Agreement for the acquisition of the Equipment. The Lessee shall order the Equipment, cause the Equipment to be delivered and installed at the location specified in Exhibit B and pay any and all delivery and installation costs and other Equipment costs in connection therewith. When the Equipment has been delivered and installed, Lessee shall promptly accept such Equipment and evidence said acceptance by executing and delivering to Lessor an Acceptance Certificate. The insufficiency of the amount in the Escrow Fund to pay all costs of the Equipment and any other costs related thereto shall not affect Lessee's obligations hereunder.

ARTICLE 6

RESPONSIBILITIES OF LESSEE

6.1 Care and Use. The Lessee shall use the Equipment in a careful and proper manner, in compliance with all applicable laws and regulations, and at its sole cost and expense, service, repair and maintain the Equipment so as to keep the Equipment in good condition, repair, appearance and working order for the purposes intended, ordinary wear and tear excepted, and shall replace any part of the Equipment as may from time to time become worn out, lost, stolen, destroyed or damaged or is unfit for use. Any and all additions to or replacements of the Equipment and all parts thereof shall constitute accessions to the Equipment and shall be subject to all the terms and conditions of this Lease Agreement and included in the term "Equipment" as used in this Lease Agreement.

6.2 Inspection. The Lessor shall have the right upon reasonable prior notice to the Lessee to enter into and upon the premises where the Equipment is located to inspect the Equipment and observe its use during normal business hours.

6.3 Utilities. The Lessee shall pay all charges for gas, water, steam, electricity, light, heat or power, telephone or other utility service, if any, furnished to or used in connection with the

Equipment during the term of this Lease Agreement. There shall be no abatement of rental payments on account of interruption of any such services.

6.4 Taxes. The Lessee agrees to pay when due any and all taxes relating to the Equipment and the Lessee's obligations hereunder, including but not limited to, all license or registration fees, gross receipts tax, sales and use tax, if applicable, license fees, documentary stamp taxes, rental taxes, assessments, charges, ad valorem taxes, excise taxes, and all other taxes, licenses and charges imposed on the ownership, possession or use of the Equipment by any governmental body or agency, together with any interest and penalties, other than taxes on or measured by the net income of the Lessor.

6.5 Alterations. Without the prior written consent of the Lessor, which consent shall not be unreasonably withheld, the Lessee shall not make any alterations, modifications or attachments to the Equipment which cannot be removed without materially damaging the functional capabilities or economic value of the Equipment. Upon return of the Equipment and at the Lessor's request, the Lessee at its sole cost and expense, will remove all alterations, additions and attachments and repair the Equipment as necessary to return the Equipment to the condition in which it was furnished, ordinary wear and tear excepted.

6.6 Transportation and Installation Charges. The Lessee shall be responsible for all charges relating to the transportation of the Equipment to the Lessee's location and the installation at such location.

6.7 Insurance. The Lessee shall continuously maintain at its sole cost and expense or cause to be maintained (i) public liability insurance for death or injuries to persons, or damage to property arising out of or in any way connected to the Equipment sufficient to protect Lessor and its assigns from liability in all events and (ii) casualty insurance on the Equipment covering such risks as are customarily insured against by reasonable and prudent government bodies of like size for such equipment, and in such amounts at a minimum equal to the greater of the outstanding principal amount under this Lease Agreement or the replacement value of the Equipment with such deductibles as required, and with such insurance companies as shall be reasonably satisfactory to the Lessor. Lessor shall be named as an additional insured on any such policy that insures the Equipment and the policy shall be endorsed to name the Lessor as a loss payee. The Lessee shall pay the premiums therefor and deliver to the Lessor the policies of insurance or duplicates thereof and a certification in the form of Exhibit D-1 or other evidence reasonably satisfactory to the Lessor of such insurance coverage. Each insurer shall also agree by endorsement upon the policy or policies issued by it that it will give thirty (30) days prior written notice to the Lessor of cancellation, non-renewal, or material modification of such policy and ten (10) days prior written notice for non-payment of premium. In lieu of the insurance policies described above, and with the consent of the Lessor, which consent shall not be unreasonably withheld, the Lessee may self-insure the Equipment by means of a self-insurance program whereby funds are set aside and maintained for the purpose of self-insuring the property of the Lessee. If Lessee chooses to self-insure the Equipment, Lessee will provide Lessor a certification in the form of Exhibit D-2 together with evidence of the self-insurance program in form and substance satisfactory to Lessor.

6.8 Risk of Loss. Lessee shall bear the entire risk of loss, theft, destruction of or damage to the Equipment or any part thereof from any cause whatsoever during the Lease Term

and thereafter until redelivery to a location designated by Lessor, and shall not be relieved of the obligation to pay rental payments or any other obligation hereunder because of any such occurrence. If (a) the Equipment or any portion thereof hereunder is destroyed (in whole or in part) or is damaged by fire or other casualty or (b) title to, or the temporary use of, the Equipment or any part thereof hereunder is taken under the exercise of the power of eminent domain, Lessee shall immediately notify Lessor. Lessee and Lessor shall cause the net proceeds of any insurance claim (including self-insurance) or condemnation award to be applied, at Lessor's option, to (i) the prompt repair, restoration, modification or replacement of the Equipment so affected or (ii) the payment in full of the then applicable Concluding Payment. Any balance of net proceeds remaining after completion of such work or payment of such Concluding Payment shall be paid promptly to Lessee. If the net proceeds are insufficient to pay the costs of such repair, restoration, modification or replacement or to pay such Concluding Payment in full, Lessee shall, at Lessor's direction and sole discretion, either complete the work or pay the then applicable Concluding Payment in full, and in either case pay any cost in excess of the amount of net proceeds, but only from legally available funds.

6.9 Performance by the Lessor of the Lessee's Responsibilities. Any performance required of the Lessee or any payments required to be made by the Lessee, if not timely performed or paid, may be performed or paid by the Lessor, and in that event, the Lessor shall be immediately reimbursed by the Lessee for these payments and for any costs and expense, legal or otherwise, associated with the payments or other performance by the Lessor, with interest thereon at the Default Rate.

6.10 Financial Statements. The Lessee agrees that it will furnish the Lessor not later than ten (10) days prior to the end of each Fiscal Year, the Lessee's annual budget or other proof of appropriation for the ensuing Fiscal Year and such other information relating to Lessee's ability to continue the Lease Term for the next succeeding Fiscal Year, and permit the Lessor or its agents and representatives to inspect the Lessee's books and records and make extracts therefrom. Additionally, Lessee shall furnish to Lessor as soon as available, but in no event later than 180 days after the end of each Fiscal Year, the audited financial statements of Lessee, in customary and reasonable detail including the report provided by Lessee's auditor. The Lessee represents and warrants to the Lessor that all financial statements which have been delivered to the Lessor, if any, and accurately reflect the Lessee's financial condition and there has been no material adverse change in Lessee's financial condition as reflected in the statements since the date thereof.

ARTICLE 7

EQUIPMENT

7.1 Title. Title to the Equipment and any and all additions, repairs, replacements or modifications thereto, shall be vested in the Lessee subject to the rights of the Lessor hereunder so long as the Lessee shall not be in default hereunder and/or this Lease Agreement shall not have been terminated pursuant to the provisions of Article 15 hereof. Immediately upon the occurrence of an event of default by the Lessee hereunder or the termination of this Lease Agreement under Article 15, title to the Equipment (and all additions, repairs, replacements or modifications thereto) shall vest in the Lessor, free and clear of any right, title or interest of the Lessee unless the Lessor elects otherwise, without the necessity of any further action or the execution of any documents by

the parties. Upon timely receipt of all amounts required for the purchase of the Equipment pursuant to Section 4.1 or Article 18 this Agreement shall terminate, all of Lessor's security interest in the Equipment shall terminate, and Lessor shall deliver to Lessee all such documents and instruments as Lessee may reasonably request to evidence the termination of this Agreement and Lessor's security interest in the Equipment, without warranty by or recourse to Lessor.

7.2 Security Agreement.

(a) To secure the performance of all of Lessee's obligations hereunder, Lessee hereby grants to Lessor, and Lessor shall have and retain, a security interest constituting a first priority and perfected lien and security interest on the Equipment. Lessee agrees to execute and deliver such additional documents, including, without limitation, opinions of counsel, financing statements, landlord-tenant or mortgagee waivers, notices and similar instruments, in form satisfactory to Lessor, that Lessor deems necessary or appropriate to establish and maintain its security interest in the Equipment or for the confirmation or perfection of Lessor's rights hereunder. As further security therefor, Lessee hereby grants to Lessor a first priority security interest in the cash and negotiable instruments from time to time in the Escrow Fund and all proceeds (cash and non-cash) thereof, and agrees with respect thereto that Lessor shall have all the rights and remedies of a secured party under the applicable provisions of the Uniform Commercial Code. Lessee, at its expense, will protect and defend Lessee's rights in the Equipment and Lessor's rights and interests therein and will keep the Equipment free and clear from any and all claims, liens, encumbrances and legal processes of Lessee's creditors and other persons.

7.3 Personal Property. The Equipment is, and shall at all times be and remain, personal property notwithstanding that the Equipment or any part thereof may now be, or hereafter become, in any manner affixed or attached to, or imbedded in, or permanently resting upon, real property. Upon request of the Lessor, Lessee shall obtain, as to any place where the Equipment is located, a waiver from the landlord and mortgagee thereof with respect to any rights they may have in and to the Equipment or the rights of levy or seizure thereon.

7.4 Liens. The Lessee shall not directly or indirectly create, incur, assume or suffer to exist any mortgage, pledge, lien, charge, security interest, encumbrance or claim on or with respect to the Equipment or any interest therein, except for the lien and security interest of the Lessor therein created under this Lease Agreement. The Lessee shall promptly, at its own expense, take such action as may be necessary to duly discharge any such mortgage, pledge, lien, security interest, charge, encumbrance or claim if the same shall arise at any time.

7.5 Use of Equipment; Maintenance and Repairs. Lessee shall keep the Equipment at the "Equipment Location" specified in Exhibit B and Lessee shall not remove any of the Equipment therefrom without Lessor's prior written consent. Lessee shall use the Equipment for the purpose for which such Equipment was designed. Lessee shall at all times and at the Lessee's sole cost and expense operate, maintain, service and repair the Equipment in good operating order, repair and condition (A) in accordance and consistent with (1) the manufacturer's warranties, recommendations and all maintenance and operating manuals or service agreements, whenever furnished or entered into, including any subsequent amendments or replacements thereof, issued by the manufacturer, (2) the requirements of all applicable insurance policies, (3) preserving all rights to any warranties, indemnities or other rights or remedies (such service to include monitoring

the degradation of the Equipment and enforcing or assisting with the enforcement of the applicable warranties with respect to such degradation), (4) all applicable laws, ordinances, regulations or requirements of any governmental authority, official, board or department relating to its installation, possession, use or maintenance, and (5) prudent industry standards; and (B) without limiting the foregoing, so as to cause the Equipment to be in at least the same condition as when delivered to the Lessee hereunder, except for ordinary wear and tear. Lessee shall not make any alterations, additions, or improvements to the Equipment that are not readily removable without causing damage to or reducing the value of the Equipment. All alterations, additions, or improvements not readily removable shall become property of Lessor.

7.6 Essentiality. Lessee represents that, with respect hereto, (a) the use and operation of the Equipment is essential to its proper, efficient, and economic governmental operation and (b) the functions performed by the Equipment could not be transferred to other equipment available for its use. Lessee does not intend to sell or otherwise dispose of the Equipment or any interest therein prior to the last rental payment scheduled to be paid hereunder. On the Commencement Date, Lessee shall complete and provide Lessor a certificate in the form of Exhibit E.

7.7 Sublease. Lessee will not sublease or otherwise in any manner transfer, deliver or, except as expressly consented to by Lessor, relinquish possession (except on a temporary basis for repair or maintenance) or use of the Equipment without the prior written consent of Lessor.

7.8 No Warranties. Lessee acquires and leases the Equipment "AS IS." Lessee acknowledges that Lessor did not manufacture the Equipment. Lessor does not represent the manufacturer, supplier, owner or dealer, and Lessee selected the Equipment based upon Lessee's own judgment. Lessor makes no warranties, express or implied, including warranties of merchantability or fitness for a particular purpose or otherwise or as to the Equipment's value, design, condition, use, capacity or durability. Lessee agrees that regardless of cause, Lessor is not responsible for, and Lessee will not make any claim against Lessor for, any damages, whether consequential, direct, special or indirect incurred by Lessee in connection with the Equipment. Neither the manufacturer, supplier or dealer nor any salesperson, employee or agent of the manufacturer, supplier or dealer is Lessor's agent or has any authority to speak for Lessor or to bind Lessor in any way. For and during the Lease Term, Lessor assigns to Lessee any manufacturer's or supplier's product warranties, express or implied, applicable to any Equipment and Lessor authorizes Lessee to obtain the customary services furnished in connection with such warranties at Lessee's sole expense. Lessee agrees that (a) all Equipment will have been purchased in accordance with Lessee's specifications from suppliers selected by Lessee, (b) Lessor is not a manufacturer or dealer of any Equipment and has no liability for the delivery or installation of any Equipment, (c) Lessor assumes no obligation with respect to any manufacturer's or supplier's product warranties or guaranties, (d) no manufacturer or supplier or any representative of said parties is an agent of Lessor, and (e) any warranty, representation, guaranty or agreement made by any manufacturer or supplier or any representative of said parties shall not be binding upon Lessor.

ARTICLE 8

WARRANTIES AND REPRESENTATIONS OF THE LESSEE

The Lessee warrants and represents to the Lessor as follows, which representations and warranties shall be continuing.

(a) The Lessee is a political subdivision of the State of California within the meaning of Section 103(c) of the Code.

(b) The Lessee is authorized under the Constitution and laws of the State of California to enter into this Lease Agreement and the transactions contemplated hereby and to perform all of its obligations hereunder.

(c) The execution and delivery of this Lease Agreement by or on behalf of the Lessee has been duly authorized by all necessary action of the Governing Body, and the Lessee has obtained such other approvals and consents as are necessary to consummate this Lease Agreement.

(d) The Lessee has complied with such public bidding requirements as may be applicable to this Lease Agreement and such action is in compliance with all public bidding and other State and federal laws applicable to this Agreement and the acquisition and financing of the Equipment by Lessee.

(e) The Lessee has an immediate need for, and expects to make immediate use of all of the Equipment which need is not temporary or expected to diminish during the Lease Term.

(f) The execution, delivery and performance of this Lease Agreement and transactions contemplated herein will not violate any judgment, order, law or regulation applicable to the Lessee or result in any breach of, or constitute a default under, any indenture, mortgage, deed of trust, bond, loan or credit agreement or other instrument to which the Lessee is a party or by which it is bound.

(g) There are no actions, suits or proceedings pending or, to the knowledge of the Lessee, threatened against or affecting the Lessee in any court or before any governmental commission, board or authority which, if adversely determined, would have a material adverse effect on the ability of the Lessee to perform its obligations hereunder.

(h) The Equipment is essential to and will be used only for the purpose of performing one or more governmental functions of the Lessee consistent with the scope of the Lessee's authority and will not be used in a trade or business of any person or entity.

(i) The Lessee has sufficient funds in its budget for the current Fiscal Year to pay the aggregate amount of the rental payments due under this Lease Agreement during the current Fiscal Year.

ARTICLE 9

WARRANTIES AND REPRESENTATIONS OF THE LESSOR

The Lessor warrants and represents to the Lessee as follows, which representations and warranties shall be continuing.

(a) The Lessor is a financial institution duly incorporated under the laws of the State of California and is in good standing with the State of California and is duly authorized to enter into the transactions contemplated by this Lease Agreement and to carry out its obligations hereunder;

(b) The Lessor has full power and authority to enter into this Lease Agreement and all other documents relating thereto and the performance of the Lessor's obligations hereunder have been duly and validly authorized, executed and delivered by the Lessor and approved under all laws, regulations and procedures applicable to Lessor and this Lease Agreement constitutes a valid, legal and binding obligation of the Lessor, enforceable in accordance with its terms;

ARTICLE 10

INTENTIONALLY OMITTED

ARTICLE 11

TAX COVENANTS AND INDEMNIFICATION

11.1 Covenants. The Lessee covenants and agrees that it will (i) rebate an amount equal to any excess earnings on the Escrow Fund to the Federal Government if required by, and in accordance with, Section 148(f) of the Code, and make the annual determinations, and maintain the records required by and otherwise comply with all regulations applicable thereto; (ii) register in writing the owner of this Lease Agreement so as to meet the applicable requirements of Section 149(a)(3) of the Code; (iii) timely file a Form 8038-G with the Internal Revenue Service in accordance with Section 149(e) of the Code; (iv) not permit the Equipment to be directly or indirectly used for a private business use within the meaning of Section 141 of the Code; and (v) comply with all provisions and regulations applicable to excluding interest from Federal gross income pursuant to Section 103 of the Code.

11.2 Further Covenants. The Lessee further covenants that it will not take any action, or fail to take any action, if any such action or failure to take action would adversely affect the exclusion from gross income of the interest portion of the rental payments hereunder under Section 103 of the Code. The Lessee will not directly or indirectly use or permit the use of any proceeds available from the Lessor or any other funds of the Lessee, or take or omit to take any action that would cause the lease purchase obligation evidenced by this Lease Agreement to be an "arbitrage bond" within the meaning of Section 148(a) of the Code. To that end, the Lessee will comply with all requirements of Section 148 of the Code to the extent applicable to the lease purchase obligation evidenced by this Lease Agreement.

11.3 Indemnification. If the Lessor receives notice, in any form, from the Internal Revenue Service that it has determined that the Lessor may not exclude any interest paid hereunder from Federal gross income due to an act or omission of the Lessee, then the Lessee shall pay to the Lessor, within ninety (90) days after the Lessor notifies the Lessee of such determination, an amount which, with respect to the rental payments previously paid and taking into account all penalties, fines, interest and additions to tax (including all federal, state and local taxes imposed on the interest component of all rental payments due through the date of such event), will restore to the Lessor its after-tax yield (assuming tax at the highest marginal tax rate and taking into account the time of receipt of payments and reinvestment at the after-tax yield rate) on the transaction evidenced by this Lease Agreement through the date of such payment. Additionally, the Lessee agrees that upon the occurrence of such an event, it shall pay as additional rent to the Lessor on such succeeding rental payment due date such amount as will maintain such after-tax yield to the Lessor. Notwithstanding the foregoing, the Lessee's obligations under this paragraph shall be subject to the appropriation of funds for such purpose by the Governing Body.

ARTICLE 12

GENERAL INDEMNIFICATION

The Lessee hereby agrees to indemnify, protect and save the Lessor harmless, to the extent permitted by law, from all liability, obligations, losses, claims, damages, actions, suits, proceedings, costs and expenses, including attorneys' fees, arising out of, connected with, or resulting directly or indirectly from the Equipment, including without limitation, the manufacture, selection, delivery, possession, condition, lease, use, operation or return of the Equipment. The indemnification arising under this section shall continue in full force and effect notwithstanding the full payment of all obligations due under this Lease Agreement. Notwithstanding the foregoing, the Lessee does not waive any sovereign immunity or other defense which may be available to it under applicable law.

ARTICLE 13

INTENTIONALLY OMITTED

ARTICLE 14

DEFAULT AND REMEDIES

14.1 Definition of Default. The Lessee shall be deemed to be in default hereunder upon the happening of any of the following events of default (each, an "Event of Default").

- (a) The Lessee shall fail to make any rental payment or pay any other sum under this Lease Agreement when due other than by reason of an Event of Nonappropriation;
- (b) The Lessee shall fail to maintain insurance as required herein;
- (c) With the exception of the above clauses (a) or (b), the Lessee shall fail to perform or observe any term or condition or covenant of this Lease Agreement for a period of

thirty (30) days after written notice by Lessor to Lessee specifying such failure and requesting that it be remedied, unless Lessor shall agree in writing to an extension of time prior to its expiration;

(d) Proceedings under any bankruptcy, insolvency, reorganization or similar litigation shall be instituted by or against the Lessee, or a receiver, custodian or similar officer shall be appointed for the Lessee or any of its property, and such proceedings or appointments shall not be vacated, or fully stayed, within sixty (60) days after the institution or occurrence thereof.

(e) Any warranty, representation or statement made by the Lessee is found to be incorrect or misleading in any material respect on the date made.

14.2 Remedies on Default. Upon the occurrence of any Event of Default, the Lessor may exercise any one or more of the following remedies as the Lessor in its sole discretion shall elect.

(a) With or without terminating this Lease Agreement, may declare all rental payments payable hereunder to the end of the then-current Fiscal Year of Lessee to be immediately due and payable by Lessee, whereupon such rental payments shall be immediately due and payable.

(b) Exercise any other remedy available, at law or in equity, with respect to such Event of Default.

(c) Reenter and take possession of the Equipment wherever situated without any court order or other process of law and without liability for entering the premises and sell, lease, sublease or make other disposition of the same in a commercially reasonable manner for the account of the Lessee, and apply the proceeds of any such sale, lease, sublease, or other disposition, after deducting all costs and expenses, including court costs and reasonable attorneys' fees, incurred with the recovery, repair, storage and other sale, lease, sublease or other disposition costs, toward the balance due under this Lease Agreement.

(d) Terminate this Lease Agreement as to all or any part of the Equipment and use, operate, lease or hold the Equipment as the Lessor in its sole discretion may decide.

(e) Terminate the Escrow Fund and apply any amounts therein to the Lessee obligations hereunder.

14.3 No Remedy Exclusive. Each of the rights and remedies under this Agreement is cumulative and may be enforced separately or concurrently. No course of dealing or conduct between Lessor and Lessee shall be effective to amend, modify or change any provisions of this Agreement. No failure or delay by Lessor to insist upon the strict performance of any term, covenant or agreement of the Agreement, or to exercise any right, power or remedy consequent upon a breach thereof, shall constitute a waiver of any such term, covenant or agreement or of any such breach, or preclude Lessor from exercising any such right, power or remedy at any later time or times.

14.4 Costs and Attorneys' Fees. Upon the occurrence of an Event of Default, Lessee agrees to pay to Lessor or reimburse Lessor for, in addition to all other amounts payable hereunder, all of Lessor's costs of collection, including reasonable attorneys' fees, whether or not suit or action is filed thereon. Any such costs shall be immediately due and payable upon written notice and demand given to Lessee, shall be secured by this Agreement until paid, and shall bear interest at the Default Rate. In the event suit or action is instituted to enforce any of the terms of this Agreement, the prevailing party shall be entitled to recover from the other party such sum as the court may adjudge reasonable as attorneys' fees at trial and on appeal of such suit or action or in any bankruptcy proceeding, in addition to all other sums provided by law.

ARTICLE 15

NON-APPROPRIATION

15.1 Nature of Obligations of the Lessee.

(a) Except as otherwise provided in this Article 15, the obligation of the Lessee to make rental payments and all other payments provided for in this Lease Agreement and to perform its obligations under this Lease Agreement will be absolute and unconditional, and such rental payments and other amounts will be payable without any rights of set-off, recoupment or counterclaim that the Lessee might have against the Lessor or any other person and whether or not the Equipment is used by the Lessee or available for use by the Lessee.

(b) While recognizing that it is not empowered to make any binding commitment beyond the current Fiscal Year of the Lessee, it is the current intention of the Lessee to make sufficient annual appropriations during the Lease Term to pay all rental payments and other amounts required to be paid by the Lessee under this Lease Agreement. Notwithstanding anything in this Lease Agreement to the contrary, the Lessee's obligation to pay the cost and expense of performing its obligations under this Lease Agreement, including without limitation its obligations to pay all rental payments and all other amounts required to be paid by the Lessee under this Lease Agreement, are subject to and dependent upon appropriations being made from time to time by the Governing Body for such purpose. The Lessee directs the Authorized Representative or other officer charged with the responsibility of preparing the Lessee's budget to include in the budget for each Fiscal Year of the Lessee during the Lease Term a request that the Governing Body appropriate in the Fiscal Year the amount of rental payments and other payments due under this Lease Agreement during such Fiscal Year. The Lessee shall notify the Lessor in writing each year during the Lease Term that such budget request has been made as soon as practicable following the submission of the Lessee's annual budget to the Governing Body. If at any time during any Fiscal Year of the Lessee, the amount appropriated in the budget of the Lessee for the Fiscal Year is insufficient to pay when due the rental payments and other amounts due under this Lease, the Lessee directs the Governing Body (or other officer charged with responsibility for preparing the Lessee's budget) to submit to the Governing Body at the next scheduled meeting of the Governing Body, or as promptly as practicable, but in any event within 45 days, a request for a supplemental appropriation sufficient to cover the deficit.

15.2 Notice of Appropriation. The Lessee shall give notice to the Lessor by no later than June 30 of each year of the amount budgeted by the Lessee and appropriated by the Governing

Body for all payments required to be made by the Lessee under the Lease Agreement in the Fiscal Year commencing on the immediately succeeding July 1 and whether such amount is sufficient to meet all such required payments during such period.

ARTICLE 16

ASSIGNMENT

16.1 Assignment By Lessee. The Lessee agrees not to sell, assign, lease, sublease, pledge or otherwise encumber or suffer a lien or encumbrance upon or against any interest in this Lease Agreement or the Equipment (except for the lien and security interest of the Lessor therein) or to remove the Equipment from its place of installation without the Lessor's prior written consent which shall not be unreasonably withheld.

16.2 Assignment By The Lessor. Lessor may assign its rights, title and interest in and to this Agreement, the Equipment or the Escrow Agreement (including the escrow fund thereunder), and/or may grant or assign a security interest in this Agreement, the Equipment or any Escrow Agreement (including the escrow fund thereunder), in whole or in part, without obtaining the consent of Lessee, but no such assignment, transfer or conveyance shall be effective as against Lessee unless and until Lessor has delivered to Lessee written notice thereof that discloses the name and address of the assignee and such assignment, transfer or conveyance shall be made only to banks, insurance companies or other financial institutions or their affiliates. LESSEE AGREES NOT TO ASSERT AGAINST ANY ASSIGNEE ANY CLAIMS, ABATEMENTS, SETOFFS, COUNTERCLAIMS, RECOUPMENT OR ANY OTHER SIMILAR DEFENSES WHICH LESSEE MAY HAVE AGAINST LESSOR. Lessee shall keep a complete and accurate record of all such assignments in the form necessary to comply with Section 149(a) of the Code. Lessee agrees to acknowledge in writing any such assignments if so requested.

ARTICLE 17

NATURE OF AGREEMENT

The Lessor and the Lessee agree that it is their intention that, for federal income tax purposes, the interest of the Lessor in the Equipment is as a secured party and the interest of the Lessee is as a debtor, and that the Lessor neither has nor will have any equity in the Equipment. It is the agreement of the Lessor and the Lessee that the aggregate rental payments provided for hereunder constitute the purchase price of the Equipment together with the interest on the unamortized amount thereof over the term of this Lease Agreement, that each installment of rent constitutes principal and interest, which fully amortizes the purchase price of the Equipment, together with interest, over the term of this Lease Agreement, and that upon the due and punctual payment and performance of the rental payments and other amounts and obligations under this Lease Agreement, title to the Equipment shall vest permanently in Lessee as provided in this Lease Agreement, free and clear of any lien or security of the Lessor therein.

ARTICLE 18

OPTION TO PURCHASE

At the option of Lessee, and provided that no Event of Default has occurred and is continuing hereunder, Lessor's interest in all, but not less than all, of the Equipment will be transferred, conveyed and assigned to Lessee, thereby vesting title to the Equipment permanently in Lessee, and this Lease shall terminate: (a) upon payment in full of the rental payments and all other payments then due hereunder or (b) on any rental payment date hereunder, by paying to Lessor, in addition to the rental payment due on such date, an amount equal to the concluding payment (the "Concluding Payment") shown for such rental payment date in the rental payment schedule in Exhibit B. Lessee shall not have the option to purchase the Equipment hereunder as provided in the foregoing clause (b) on any rental payment date hereunder for which a Concluding Payment is not stated in the rental payment schedule.

This option to purchase may be exercised by the Lessee on any Payment Date on or after [September 25, 2029] and is conditioned upon:

(a) the Lessee's having performed all of the terms and conditions of the Lease Agreement between the parties other than the payment of monies not yet due and payable under this Lease Agreement;

(b) the Lessee's giving written notice to the Lessor of its election to exercise the option not less than sixty (30) days prior to the date of exercise of the option by the Lessee; and

(c) the Lessee's payment of the purchase price in cash at the time of the exercise of the option.

ARTICLE 19

MISCELLANEOUS

19.1 Waiver. No covenant or condition of this Lease Agreement can be waived except by the written consent of the Lessor. Any failure of the Lessor to require strict performance by the Lessee or any waiver by the Lessor of any terms, covenants or agreements herein shall not be construed as a waiver of any other breach of the same or of any other term, covenant or agreement herein.

19.2 Severability. In the event any portion of this Lease Agreement shall be determined to be invalid under any applicable law, such provision shall be deemed void and the remainder of this Lease Agreement shall continue in full force and effect.

19.3 Governing Law. This Lease Agreement shall be construed, interpreted and enforced in accordance with the laws of the State of California.

19.4 Notice. All notices made or required to be given pursuant to this Lease Agreement shall be in writing and shall be deemed duly served if and when mailed, certified or registered

mail, postage prepaid, return receipt requested, to the other party at its address set forth above or at such other address as such party shall hereafter designate in writing.

If to the Lessor, address to:

Alliance Funding Solutions, Inc.
12520 High Bluff Drive, Suite 345
San Diego, California 92130
Attention: Brad Chapman
Email: [Brad@absenergy.com]

If to the Lessee, address to:

City of West Covina
1444 W Garvey Avenue S
West Covina, California 91790
Attention: David N. Carmany
Email: DCarmany@westcovina.org

City of West Covina
1444 W Garvey Avenue S
West Covina, California 91790
Attention: Sandra Galvez
Email: SGalvez@westcovina.org

19.5 Section Headings. All section headings contained herein are for convenience of reference only and are not intended to define or limit the scope of any provision of this Lease Agreement.

19.6 Entire Agreement. This Lease Agreement, together with any schedules hereto, constitutes the entire agreement between the parties and shall not be modified, amended, altered or changed except by written agreement signed by the parties.

19.7 Binding Effect. Subject to the specific provisions of this Lease Agreement, this Lease Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

19.8 Further Assurances. The Lessee will promptly and duly execute and deliver to the Lessor such further documents, instruments and assurances and take such further action as the Lessor may from time to time reasonably request in order to carry out the intent and purpose of this Lease Agreement and to establish and protect the rights and remedies created or intended to be created in favor of the Lessor hereunder.

19.9 Time. Time is of the essence of this Lease Agreement.

19.10 Counterparts. This Lease Agreement, and any exhibit hereto, may be executed in one or more counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument.

19.11 No Third-Party Beneficiaries. This Lease Agreement and any documents or certificates executed in connection with, or pursuant to it, are intended only for the benefit of the Lessor, the Lessee and the Escrow Agent, and no rights are intended, or shall be deemed to be, granted to any other parties thereby.

19.12 Exhibits. This Agreement includes the Exhibits attached hereto, all of which Exhibits are made a part hereof for all purposes. Lessee and Lessor agree that if any Exhibit to this Agreement contains blanks, the same shall be completed correctly and in accordance with this Agreement prior to or at the time of the execution and delivery thereof.

[Remainder of page intentionally left blank signature pages follow]

IN WITNESS WHEREOF, the parties hereto have caused this Lease Agreement to be executed as of the day and year first above written.

LESSOR:

ALLIANCE FUNDING SOLUTIONS, INC., a
California corporation

By: _____
Name: Brad Chapman
Title: President

LESSEE:

CITY OF WEST COVINA, a governmental
organization

By: _____
Name: David N. Carmany
Title: City Manager

EXHIBIT A

DESCRIPTION OF EQUIPMENT

The Equipment shall mean lighting, controls, HVAC systems, transformers and building envelope to reduce the Lessee's energy consumption and installed at the following sites:

1. Cameron Park Community Center, 1305 E Cameron Ave, West Covina, CA 91790;
2. City Yard, 825 S Sunset Ave, West Covina, CA 91790;
3. Civic Center, 1444 W Garvey Ave S, West Covina, CA 91790;
4. Fire Station 2, 2441 E Cortez St, West Covina, CA 91791;
5. Fire Station 3, 1433 W Puente Ave, West Covina, CA 91790;
6. Fire Station 4, 1815 S Azusa Ave, West Covina, CA 91792;
7. Palm View Center, 1340 E Puente Ave, West Covina, CA 91790;
8. Senior Center, 2501 E Cortez St, West Covina, CA 91791;
9. Shadow Oak Rec Center, 2121 Shadow Oak Dr, West Covina, CA 91792; and
Shadow Oak Park, 2121 Shadow Oak Dr, West Covina, CA 91792.

EXHIBIT B
EQUIPMENT SCHEDULE

1. Description of the Equipment: See Exhibit A
2. Equipment Location: See Exhibit A
3. Rental Payment Schedule: The rental payments shall be made for the Equipment as follows: See attached Schedule 1 to this Exhibit B.
4. Interest Rate: 3.05%
5. Commencement Date: March 25, 2021
6. Scheduled Lease Term: Fifteen (15) years
7. Lessee's current Fiscal Year extends from July 1, 2020
8. The terms and provisions of the Equipment Lease-Purchase Agreement described above are hereby incorporated into this Schedule by reference and made a part hereof.
9. Lessee hereby represents, warrants, and covenants that (i) its representations, warranties, and covenants set forth in the Equipment Lease-Purchase Agreement are true and correct as though made on the date of execution of this Schedule, and (ii) sufficient funds have been appropriated by Lessee for the payment of all rental payments due under this Schedule during Lessee's current Fiscal Year.
10. Interest, if any, accruing from the Commencement Date to the actual date of funding shall be retained by Lessor as additional consideration for entering into this Schedule.

CITY OF WEST COVINA,
as Lessee

ALLIANCE FUNDING SOLUTIONS,
as Lessor

By: _____
Name: David N. Carmany
Title: City Manager

By: _____
Name: Brad Chapman
Title: President

SCHEDULE 1 TO EXHIBIT B
[INSERT RENTAL PAYMENT SCHEDULE]

EXHIBIT C

NOTICE AND ACKNOWLEDGEMENT OF SALE OF RENTAL PAYMENTS AND ASSIGNMENT OF LEASE AGREEMENT AND ESCROW AGREEMENT

Alliance Funding Solutions, Inc. ("Lessor") and the City of West Covina ("**Lessee**") have entered into that certain Equipment Lease-Purchase Agreement dated [March __, 2021] (the "**Lease Agreement**").

Lessee hereby acknowledges that, pursuant to the terms of the Lease Agreement, Lessor has assigned its right, title, and interest in and to the Lease Agreement and, the Equipment to Truist Bank, a North Carolina Banking corporation ("**Assignee**").

Lessee is hereby directed to pay any and all rental payments and other amounts due under the Lease Agreement to Assignee, as directed by Assignee. Lessee will also direct any and all correspondence, notice and servicing requests to the Assignee at the following address:

Truist Bank
5130 Parkway Plaza Blvd
Charlotte, North Carolina 28217
Attention: Roxanne Crouch

By signing this Notice and Acknowledgment, Lessee agrees that it will pay all amounts due under the Lease Agreement without any set-off notwithstanding any defect in, damage to or requisition of any of the Equipment leased under the Lease Agreement, any other similar or dissimilar event, any defense, set-off, counterclaim or recoupment arising out of any claim against Lessor or Assignee.

By signing this Notice and Acknowledgment, Lessee warrants that its representations and warranties under the Lease Agreement are true and correct on the date hereof.

Date: [March __, 2021]

THE CITY OF WEST COVINA, as Lessee

By: _____
Name: David N. Carmany
Title: City Manager

EXHIBIT D-1

INSURANCE CERTIFICATION

Alliance Funding Solutions, Inc.
12520 High Bluff Drive, Suite 345
San Diego, California 92130

[March __, 2021]

Re: Equipment Lease-Purchase Agreement dated [March __, 2021] (the "Lease Agreement")

In connection with the above referenced Lease Agreement, the City of West Covina, as lessee (the "Lessee") certifies that it has instructed the insurance agent named below:

Name of Agent: [_____]
Address: [_____]
Phone: [_____]

to issue the following insurance coverages:

1. *Liability Insurance.* Lessee is required to maintain public liability insurance, personal injury and property damage with policy limits of \$3,000,000. The policy should be endorsed to name Truist Bank (the "Additional Insured") as an additional insured.
2. *Casualty Insurance.* Lessee is required to maintain all risk extended coverage, malicious mischief and vandalism insurance for the Equipment described in the above-referenced Equipment Schedule in an amount not less than the greater of \$3,125,098.00 or the full replacement cost of the Equipment. Such insurance shall be endorsed to name each of the Additional Insured and their successors and or assigns as a co-loss payee with respect to such Equipment.

The required insurance should also be endorsed to give the Additional Insured at least 30 days' prior written notice of the effective date of any material alteration or cancellation of coverage, and an endorsement confirming that the interest of the Additional Insured shall not be invalidated by any actions, inactions, breach of warranty or conditions or negligence of Lessee.

Proof of insurance coverage will be provided to the Additional Insured prior to and/or commensurate with the later of the Commencement Date of the Lease or the delivery and acceptance of the Equipment.

Very truly yours,

CITY OF WEST COVINA, as Lessee

By:_____

Name: David N. Carmany

Title: City Manager

EXHIBIT D-2
INTENTIONALLY OMITTED

EXHIBIT E

ESSENTIAL USE CERTIFICATE¹

Alliance Funding Solutions, Inc.
12520 High Bluff Drive, Suite 345
San Diego, California 92130

[March __, 2021]

Re: Equipment Lease-Purchase Agreement dated [March __, 2021]

1. What is the specific use of the Equipment?
2. What increased capabilities will the Equipment provide?
3. Why is the Equipment essential to your ability to deliver governmental services?
4. Does the Equipment replace existing equipment?
(If so, please explain why you are replacing the existing equipment)
5. Why did you choose this specific Equipment?
6. For how many years do you expect to utilize the Equipment?

Very truly yours,
CITY OF WEST COVINA, as Lessee

By: _____
Name: David N. Carmany
Title: City Manager

¹ Lessee to complete and return prior to Closing Date

EXHIBIT F

INCUMBENCY CERTIFICATE

I, Lisa Sherrick, do hereby certify that I am the Assistant City Clerk of the City of West Covina ("Lessee"), which is a government organization duly established and validly existing as a government organization in the State of California.

I hereby certify that, as of the date hereof, the individuals named below are the duly elected or appointed officers of the Lessee holding the offices set forth opposite their respective names. I further certify that:

- (i) The signatures set opposite their respective names and titles are their true and authentic signatures, and
- (ii) Such officers have the authority on behalf of such entity to:
 - a. Enter into that certain Equipment Lease-Purchase Agreement dated [March __, 2021] (the "Lease Agreement"), between Lessee and Alliance Funding Solutions, Inc., as lessor, and that certain Escrow Agreement dated as of [March __, 2021] (the "Escrow Agreement") between Lessee, Alliance Funding Solutions, Inc., and Santa Cruz County Bank, as escrow agent; and
 - b. Execute certificate, documents, and agreements relating to the Lease Agreement and Escrow Agreement on behalf of Lessee.

NAME

TITLE

SIGNATURE

David N. Carmany

City Manager

IN WITNESS WHEREOF, I have duly executed this Certificate on behalf of the Lessee.

_____, ____

Name: Lisa Sherrick

Title: Assistant City Clerk

EXHIBIT G

[Print on Counsel Letterhead]

OPINION OF LESSEE'S COUNSEL²

[_____, ____]

Alliance Funding Solutions, Inc.
12520 High Bluff Drive, Suite 345
San Diego, California 92130

Re: That certain Equipment Lease-Purchase Agreement dated [_____]

Ladies and Gentlemen:

As counsel to the [_____] (the "Lessee"), I have examined that certain Equipment Lease-Purchase Agreement dated as of [March ___, 2021] (the "Lease Agreement"), between the Lessee and Alliance Funding Solutions, Inc., as lessor ("Lessor"), the form of the Escrow Agreement, together with the Disbursement Request Form and Certificate of Acceptance (collectively, the "Escrow Agreement"), and the proceedings taken by the Governing Body of the Lessee to authorize on behalf of the Lessee the execution and delivery of the Lease Agreement and the Escrow Agreement. The Lease Agreement and the Escrow Agreement are herein collectively referred to as the "Transaction Documents." Based upon the foregoing examination and upon an examination of such other documents and matters of law as we have deemed necessary or appropriate, we are of the opinion that:

1. The Lessee is a political subdivision of the State of California with the full power and authority to enter into the Transaction Documents.

2. The Transaction Documents have each been duly authorized, executed, and delivered by the Lessee. Assuming due authorization, execution and delivery thereof by Lessor, the Transaction Documents constitute legal, valid, and binding obligations of the Lessee, enforceable against the Lessee in accordance with their respective terms, subject to any applicable bankruptcy, insolvency, moratorium or other laws or equitable principles affecting the enforcement of creditors' rights generally.

3. The Lessee has complied with any applicable public bidding requirements in connection with the Transaction Documents and the transactions contemplated thereby. By proper action, the Governing Body of the Lessee authorized the execution and delivery of the Transaction Documents and certain other matters, which actions were duly taken at a meeting that was held in

² Lessee's counsel to complete and return prior to Closing Date

compliance with all applicable laws relating to the holding of open and public meetings.

5. No litigation or proceeding is pending or, to the best of my knowledge, threatened to restrain or enjoin the execution and delivery of or performance by the Lessee under the Transaction Documents or in any way to contest the validity of the Transaction Documents, to contest or question the creation or existence of the Lessee or the Governing Body of the Lessee or the authority or ability of the Lessee to execute or deliver the Transaction Documents or to comply with or perform its obligations thereunder. There is no litigation pending or, to the best of my knowledge, threatened seeking to restrain or enjoin the Lessee from annually appropriating sufficient funds to pay the rental payments or other amounts contemplated by the Lease Agreement.

6. The entering into and performance of the Transaction Documents do not and will not violate any judgment, order, law, or regulation applicable to the Lessee or result in any breach of, or constitute a default under, or result in the creation of any lien, charge, security interest, or other encumbrance upon any assets of the Lessee or on the Equipment (as such term is defined in the Lease Agreement) pursuant to any indenture, mortgage, deed of trust, bank loan or credit agreement, or other instrument to which the Lessee is a party or by which it or its assets may be bound. Notwithstanding the foregoing, upon the due and timely filing of a financing statement in the form delivered at closing, the Lessor will have a perfected security interest in the Equipment.

This opinion may be relied upon by Lessor and purchasers and assignees of Lessor's interests in the Lease Agreement.

Respectfully submitted,

EXHIBIT H
TAX OPINION OF LESSEE'S COUNSEL³

³ Lessee's tax counsel to provide draft for review.

EXHIBIT I

BANK QUALIFIED CERTIFICATE

City of West Covina, as lessee, (the “**Lessee**”) under that certain Equipment Lease-Purchase Agreement (the “**Lease**”) dated as of [March __, 2021] to which this Designation is attached, hereby designates the Lease as a “qualified tax-exempt obligation” for the purposes and within the meaning of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended. The Lessee hereby represents that the Lessee is a “qualified small issuer” in that it reasonably anticipates that the Lessee and other entities that the Lessee controls will not issue tax-exempt obligations (including the Lease) the aggregate principal amount of which exceed \$10,000,000 during the calendar year in which the Lease is executed and delivered and interest commences to accrue thereunder; and that the Lease is being entered into and will be used in connection with public purposes.

This Designation is attached to and made a part of the Lease and inures to the benefit of the Lessor and its successors and/or assigned.

EXECUTED as of this __ day of March, 2021.

CITY OF WEST COVINA, as Lessee

By: _____

Name: David N. Carmany

Title: City Manager

EXHIBIT J

TAX CERTIFICATE AND AGREEMENT including POST-ISSUANCE TAX COMPLIANCE PROCEDURES

Dated: [_____]

The following certificate is delivered in connection with the execution and delivery of the Equipment Lease-Purchase Agreement dated [March __, 2021] (the "Lease Agreement"), entered into between the City of West Covina (the "Lessee") and Alliance Funding Solutions, Inc. (the "Corporation"). Capitalized terms used herein have the meanings defined in the Lease Agreement.

Section 1. In General.

1.1. This Certificate is executed for the purpose of establishing the reasonable expectations of Lessee as to future events regarding the financing of certain equipment (the "Equipment") to be acquired by Lessor and leased to Lessee pursuant to and in accordance with the Equipment Schedule executed under the Agreement (together with all related documents executed pursuant thereto and contemporaneously herewith, the "Financing Documents"). As described in the Financing Documents, Lessor shall apply \$3,125,098.00 (the "Principal Amount") toward the acquisition of the Equipment and closing costs, and Lessee shall make Rental Payments under the terms and conditions as set forth in the Financing Documents.

1.2. The individual executing this Certificate on behalf of Lessee is an officer of Lessee delegated with the responsibility of reviewing and executing the Financing Documents, pursuant to the Governing Body's approval or other official action of Lessee adopted with respect to the Financing Documents, a copy of which has been delivered to Lessor.

1.3. The Financing Documents are being entered into for the purpose of providing funds for financing the cost of acquiring, equipping and installing the Equipment which is essential to the governmental functions of Lessee, which Equipment is described in the Equipment Schedule. The Principal Amount will be deposited in escrow by Lessor on the date of issuance of the Financing Documents and held by Santa Cruz County Bank, as escrow agent (the "Escrow Agent") pending acquisition of the Equipment under the terms of that certain Escrow Agreement dated as of [March __, 2021] (the "**Escrow Agreement**"), by and between Lessor, Lessee and Escrow Agent.

1.4. Lessee will timely file for each payment schedule issued under the Lease a Form 8038-G (or, if the invoice price of the Equipment under such schedule is less than \$100,000, a Form 8038-GC) relating to such Lease with the Internal Revenue Service in accordance with Section 149(e) of the Internal Revenue Code of 1986, as amended (the "Code").

1.5. Intentionally Omitted.

Section 2. Non-Arbitrage Certifications.

2.1. The Rental Payments due under the Financing Documents will be made with monies retained in Lessee's general operating fund (or an account or subaccount therein). No sinking, debt service, reserve or similar fund or account will be created or maintained for the payment of the Rental Payments due under the Financing Documents or pledged as security therefor.

2.2. There have been and will be issued no obligations by or on behalf of Lessee that would be deemed to be (i) issued or sold within fifteen (15) days before or after the date of issuance of the Financing Documents, (ii) issued or sold pursuant to a common plan of financing with the Financing Documents and (iii) paid out of substantially the same source of funds as, or deemed to have substantially the same claim to be paid out of substantially the same source of funds as, the Financing Documents.

2.3. Lessee does not and will not have on hand any funds that are or will be restricted, segregated, legally required or otherwise intended to be used, directly or indirectly, as a substitute, replacement or separate source of financing for the Equipment.

2.4. No portion of the Principal Amount is being used by Lessee to acquire investments which produce a yield materially higher than the yield realized by Lessor from Rental Payments received under the Financing Documents.

2.5. The Principal Amount does not exceed the amount necessary for the governmental purpose for which the Financing Documents were entered into. Such funds are expected to be needed and fully expended for payment of the costs of acquiring, equipping and installing the Equipment.

2.6. Lessee does not expect to convey, sublease or otherwise dispose of the Equipment, in whole or in part, at a date which is earlier than the final Payment Date under the Financing Documents.

Section 3. Disbursement of Funds; Reimbursement to Lessee.

3.1 It is contemplated that the entire Principal Amount will be used to pay the acquisition cost of Equipment to the vendors or manufacturers thereof or for any financial advisory or closing costs, provided that, if applicable, a portion of the principal amount may be paid to Lessee as reimbursement for acquisition cost payments already made by it so long as the conditions set forth in Section 3.2 below are satisfied.

3.2. Lessee shall not request that it be reimbursed for Equipment acquisition cost payments already made by it unless each of the following conditions have been satisfied:

- (a) If applicable, Lessee adopted a resolution or otherwise declared its official intent in accordance with Treasury Regulation § 1.150 2 (a copy of which will be provided to Lessor, if applicable, the "Declaration of Official Intent"), wherein Lessee expressed its intent to be reimbursed from the proceeds of a borrowing for all or a portion of the cost of the Equipment, which expenditure was paid to the Vendor (as defined in the Lease

Agreement) not earlier than sixty (60) days before Lessee adopted the Declaration of Official Intent;

(b) The reimbursement being requested will be made by a written allocation before the later of eighteen (18) months after the expenditure was paid or eighteen (18) months after the items of Equipment to which such payment relates were placed in service;

(c) The entire payment with respect to which reimbursement is being sought is a capital expenditure, being a cost of a type properly chargeable to a capital account under general federal income tax principles; and

(d) Lessee will use any reimbursement payment for general operating expenses and not in a manner which could be construed as an artifice or device under Treasury Regulation § 1.148-10 to avoid, in whole or in part, arbitrage yield restrictions or arbitrage rebate requirements.

Section 4. Use and Investment of Funds; Temporary Period.

4.1. Lessee has incurred or will incur, within six (6) months from the date of issuance of the Financing Documents, binding obligations to pay an amount equal to at least five percent (5%) of the Principal Amount toward the costs of the Equipment. An obligation is not binding if it is subject to contingencies within Lessee's control. The ordering and acceptance of the items of Equipment will proceed with due diligence to the date of final acceptance of the Equipment.

4.2. An amount equal to at least eighty-five percent (85%) of the Principal Amount will be expended to pay the cost of the Equipment by the end of the three-year period commencing on the date of this Certificate. No portion of the Principal Amount will be used to acquire investments that do not carry out the governmental purpose of the Financing Documents and that have a substantially guaranteed yield of four (4) years or more.

4.3. The reasonably expected economic lives of the components of the Equipment and the amount of the Principal Amount expected to be spent (cost) on each component are as follows:

Component	Expected Economic Life	Cost
[_____]	[_____]	[_____]

The weighted average maturity of principal components of the rental payments payable under the Lease Agreement is [_____] years.

4.4. (a) Lessee covenants and agrees that it will rebate an amount equal to excess earnings on the Principal Amount deposited under the Escrow Agreement to the Internal Revenue Service if required by, and in accordance with, Section 148(f) of the Code, and make the annual determinations and maintain the records required by and otherwise comply with the regulations applicable thereto. Lessee reasonably expects to cause the Equipment to be acquired by [_____].

(b) Lessee will provide evidence to Lessor that the rebate amount has been calculated and paid to the Internal Revenue Service in accordance with Section 148(f) of the Code unless either:

(i) Six-Month or Eighteen-Month Expenditure Exception Met: The entire Principal Amount and earnings thereon are expended on the Equipment by the date that is the six-month anniversary of the issuance of the Financing Documents or (ii) the Principal Amount and earnings thereon are expended on the Equipment in accordance with the following schedule: At least fifteen percent (15%) of the Principal Amount and interest earnings thereon is applied to the cost of the Equipment within six months from the date of issuance of the Financing Documents; at least sixty percent (60%) of the Principal Amount and interest earnings thereon is applied to the cost of the Equipment within 12 months from the date of issuance of the Financing Documents; and one hundred percent (100%) of the Principal Amount and interest earnings thereon is applied to the cost of the Equipment prior to eighteen (18) months from the date of issuance of the Financing Documents; or

(ii) Small Issuer Exception: (A) Lessee is a governmental unit with general taxing powers; (B) the Lease is not a "private activity bond" under Section 141 of the Code; (C) at least ninety-five percent (95%) of the Principal Amount is used for the governmental activities of Lessee; and (D) the aggregate principal amount of all tax-exempt obligations (including the Lease) issued by Lessee and its subordinate entities, if any, during the current calendar year is not reasonably expected to exceed \$5,000,000.

Section 5. Escrow Account.

The Financing Documents provide that the monies deposited in escrow shall be invested until payments to the vendor(s) or manufacturer(s) of the Equipment are due. Lessee will ensure that such investment will not result in Lessee's obligations under the Financing Documents being treated as an "arbitrage bond" within the meaning of Section 148(a) of the Internal Revenue Code of 1986, as amended (the "Code"), respectively. Any monies which are earned from the investment of these funds shall be labeled as interest earned. All such monies will be disbursed on or promptly after the date that Lessee accepts the Equipment. Lessee acknowledges that the provisions of Sections 2 and 4 herein are particularly applicable when the Principal Amount is funded into an Escrow Fund subject to the Escrow Agreement.

Section 6. No Private Use; No Private Loan.

6.1. Lessee will not exceed the private use restrictions set forth in Section 141 of the Code. Specifically, Lessee will not permit more than 10% of the Principal Amount to be used for a Private Business Use (as defined herein) if, in addition, the payment of more than ten percent (10%) of the Principal Amount plus interest earned thereon is, directly or indirectly, secured by (i) any interest in property used or to be used for a Private Business Use or (ii) any interest in payments in respect of such property or derived from any payment in respect of property or borrowed money used or to be used for a Private Business Use.

6.2 In addition, if both (A) more than five percent (5%) of the Principal Amount is used as described above with respect to Private Business Use and (B) more than five percent (5%) of the Principal Amount plus interest earned thereon is secured by Private Business Use property or payments as described above, then the excess over such five percent (5%) (the "Excess Private Use Portion") will be used for a Private Business Use related to the governmental use of the Equipment. Any such Excess Private Use Portion of the Principal Amount will not exceed the portion of the Principal Amount used for the governmental use of the particular project to which such Excess Private Use Portion is related. For purposes of this paragraph 6.2, "Private Business Use" means use of bond proceeds or bond financed-property directly or indirectly in a trade or business carried on by a natural person or in any activity carried on by a person other than a natural person, excluding, however, use by a state or local governmental unit and excluding use as a member of the general public.

6.3. No part of the Principal Amount or interest earned thereon will be used, directly or indirectly, to make or finance any loans to non-governmental entities or to any governmental agencies other than Lessee.

Section 7. No Federal Guarantee.

7.1. Payment of the principal or interest due under the Financing Documents is not directly or indirectly guaranteed, in whole or in part, by the United States or an agency or instrumentality thereof.

7.2. No portion of the Principal Amount or interest earned thereon shall be (i) used in making loans the payment of principal or interest of which are to be guaranteed, in whole or in part, by the United States or any agency or instrumentality thereof, or (ii) invested, directly or indirectly, in federally insured deposits or accounts if such investment would cause the financing under the Financing Documents to be "federally guaranteed" within the meaning of Section 149(b) of the Code.

Section 8. Miscellaneous.

8.1. Lessee shall keep a complete and accurate record of all owners or assignees of the Financing Documents in form and substance satisfactory to comply with the registration requirements of Section 149(a) of the Code unless Lessor or its assignee agrees to act as Lessee's agent for such purpose.

8.2. Lessee shall maintain complete and accurate records establishing the expenditure of the Principal Amount and interest earnings thereon for a period of three (3) years after payment in full under the Financing Documents.

8.3. To the best of the undersigned's knowledge, information and belief, the above expectations are reasonable and there are no other facts, estimates or circumstances that would materially change the expectations expressed herein.

8.4. The Lessee's Tax Identification Number is: 95-6000810.

IN WITNESS WHEREOF, this Tax Certificate and Agreement, including Post-Issuance Tax Compliance Procedures, has been executed on behalf of Lessee as of [March __, 2021].

CITY OF WEST COVINA

By _____
Name: David N. Carmany
Title: City Manager

EXHIBIT K

ESCROW AGREEMENT

LESSOR:

Alliance Funding Solutions, Inc.
12520 High Bluff Drive, Suite 345
San Diego, California 92130

ESCROW AGENT:

Santa Cruz County Bank
75 River Street
Santa Cruz, California 95060

LESSEE:

City of West Covina
1444 W Garvey Avenue S
West Covina, California, 91790
Attention: David N. Carmany and Sandra
Galvez

THIS ESCROW AGREEMENT (this "Escrow Agreement") is made as of [March __, 2021], between Alliance Funding Solutions, Inc. ("Lessor"), the City of West Covina ("Lessee"), and Santa Cruz County Bank (the "Escrow Agent").

Lessor and Lessee have heretofore entered into that certain Equipment Lease-Purchase Agreement and Equipment Schedule both dated [March __, 2021] (the "Lease Agreement").

The Lease Agreement contemplates that Lessor will deposit with the Escrow Agent the amount of \$3,125,098.00 (the "Deposit Amount"), for deposit into the escrow fund (the "Escrow Fund"), to be held in escrow by the Escrow Agent and applied on the express terms and conditions set forth herein. Such deposit into the Escrow Fund, together with all interest and additions received with respect thereto, is to be applied from time to time to pay the vendor(s) or manufacturer(s) of the Equipment (as defined in the Lease Agreement) its invoice cost (a portion of which may, if required, be paid prior to final acceptance of the Equipment by Lessee). The Escrow Fund is to be held for the account and benefit of Lessee, and Lessee has granted to Lessor a first priority and perfected lien on and security interest in the Escrow Fund and any all proceeds, interest and other earnings thereon and investments therein to the Lessor by virtue of the execution of this Escrow Agreement and the Lease Agreement without the need for any additional filings or financing statements.

The parties desire to set forth the terms on which the escrow is to be created and to establish the rights and responsibilities of the parties hereto.

NOW, THEREFORE, the parties agree as follows:

1. The Escrow Agent hereby agrees to serve as escrow agent upon the terms and conditions set forth herein.
2. There is hereby created a special account to be known as the "City of West Covina Escrow Fund" (the "Escrow Fund") to be held in trust by the Escrow Agent for the purposes stated

herein, for the benefit of Lessor and Lessee, to be held, disbursed and returned in accordance with the terms hereof. The Escrow Agent agrees that the Escrow Fund shall be held irrevocably in trust for the account and benefit of Lessee and all interest earned with respect to the Escrow Fund shall accrue to the benefit of Lessee and shall be applied as expressly set forth herein.

To the limited extent required to perfect the first, priority security interest granted by Lessee to Lessor in the cash and negotiable instruments from time to time held in the Escrow Fund, Lessor hereby appoints the Escrow Agent as its security agent, and the Escrow Agent hereby accepts the appointment as security agent, and agrees to hold physical possession of such cash and negotiable instruments on behalf of Lessor.

3. On the Commencement Date (as defined in the Lease Agreement), Lessor shall deposit with the Escrow Agent the amount of the Deposit Amount to be held by the Escrow Agent on the express terms and conditions set forth herein. The Escrow Agent agrees to accept the deposit of the Deposit Amount by Lessor with the Escrow Agent, and further agrees to hold the amount so deposited together with all interest and other additions received with respect thereto in escrow on the express terms and conditions set forth herein.
4. The Escrow Agent shall at all times segregate the Escrow Fund into an account maintained for that express purpose, which shall be clearly identified on the books and records of the Escrow Agent as being held in its capacity as Escrow Agent. Securities and other negotiable instruments held in the Escrow Fund from time to time shall be held or registered in the name of the Escrow Agent (or its nominee). The Escrow Fund shall not, to the extent permitted by applicable law, be subject to levy or attachment or lien by or for the benefit of any creditor of any of the parties hereto (except with respect to the security interest therein held by Lessor).
4. Lessee hereby directs the Escrow Agent to invest the cash held in the Escrow Fund from time to time in a Santa Cruz County Bank non-interest bearing demand deposit account with no fees or costs or, in the event such fund is not at the time available, such other investments as Lessee may specify in writing, to the extent the same are at the time legal for investment of the funds being invested. Interest or other amounts earned and received by the Escrow Agent with respect to the Escrow Fund shall be deposited in and become a part of the Escrow Fund. No investment shall be made that would cause the Lease Agreement to be deemed to be an arbitrage bond within the meaning of Section 148(a) of the Internal Revenue Code of 1986, as amended.
5. Lessor and Lessee hereby authorize the Escrow Agent to take the following actions with respect to the Escrow Fund:
 - a. From time to time, the Escrow Agent shall pay the vendor or manufacturer of the Equipment payments then due and payable, or reimburse Lessee for amounts that it has paid to the vendor or manufacturer of the Equipment, upon receipt of the following: (a) a duly executed Certificate of Acceptance and Payment Request in the form attached as Exhibit A hereto executed by the Lessor and Lessee, (b) the vendor(s) or manufacturer(s) invoice(s) specifying the acquisition price of the

Equipment described in the requisition request, and (c) any additional documentation required by Lessor.

- b. If Lessor provides to the Escrow Agent written notice of the occurrence of an Event of Default or an Event of Nonappropriation by Lessee under the Lease Agreement, the Escrow Agent shall thereupon promptly remit to Lessor the entire balance of the Escrow Fund.
 - c. Upon receipt by the Escrow Agent of a duly executed Certificate of Acceptance and Payment Request identified as the final such request, the Escrow Agent shall transfer the then remaining balance of the Escrow Fund to Lessee, upon the express condition that Lessee hereby agrees to use such excess amount solely for capital expenditures as shall be approved by Lessor or, at the written direction of Lessor, for application against the interest component of the Lessee's payment obligation under the Lease Agreement, as provided therein, unless otherwise agreed by Lessor.
6. The Escrow Agent shall have no liability for acting upon any written instruction presented by Lessee and Lessor in connection with this Escrow Agreement that the Escrow Agent in good faith believes to be genuine. Furthermore, the Escrow Agent shall not be liable for any act or omission in connection with this Escrow Agreement except for its own gross negligence, willful misconduct, or bad faith. The Escrow Agent shall not be liable for any loss or diminution in value of the Escrow Fund as a result of the investments made pursuant to Section 4.
 7. To the extent authorized by law, Lessee hereby agrees to indemnify and save the Escrow Agent harmless against any liabilities that it may incur in the exercise and performance of its powers and duties hereunder and that are not due to the Escrow Agent's gross negligence or willful misconduct. No indemnification will be made under this Section or elsewhere in this Escrow Agreement for damages arising solely out of gross negligence, willful misconduct, or bad faith by the Escrow Agent, its officers, agents, employees, successors or assigns.
 8. The Escrow Agent may at any time resign by giving at least 30 days' prior written notice to Lessee and Lessor, but such resignation shall not take effect until the appointment of the successor Escrow Agent. The substitution of another bank or trust company to act as Escrow Agent under this Escrow Agreement may occur by written agreement of Lessor and Lessee. In addition, the Escrow Agent may be removed at any time, with or without cause, by instrument in writing executed by Lessor and Lessee. Such notice shall set forth the effective date of the removal. In the event of any resignation or removal of the Escrow Agent, a successor Escrow Agent shall be appointed by an instrument in writing executed by Lessor and Lessee. Such successor Escrow Agent shall indicate its acceptance of such appointment by an instrument in writing delivered to Lessor, Lessee and the predecessor Escrow Agent.

Upon the effective date of resignation or removal, the Escrow Agent will transfer the Escrow Fund then held by it to the successor Escrow Agent selected by Lessor and Lessee.

9. This Escrow Agreement shall terminate upon receipt by the Escrow Agent of the written notice from Lessor specified in Section 5(b) or Section 5(c) hereof.
10. All notices hereunder shall be in writing, sent by certified mail, return receipt requested, or by mutually recognized overnight carrier addressed to the other party at its respective address shown on page 1 of this Escrow Agreement or at such other address as such party shall from time to time designate in writing to the other parties; and shall be effective on the date of receipt.
11. This Escrow Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors and assigns. No rights or obligations of the Escrow Agent under this Escrow Agreement may be assigned without the prior written consent of Lessor and Lessee.
12. This Escrow Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof, and no waiver, consent, modification, or change of terms hereof shall bind any party unless in writing signed by all parties.
13. The Escrow Agent may employ agents, attorneys and accountants in connection with its duties hereunder and shall not be liable for any action taken or omitted in good faith in accordance with the advice of counsel, accountants, or other skilled persons.
14. This Escrow Agreement shall be governed by and be construed and interpreted in accordance with the internal laws of the State of California.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Escrow Agreement to be duly executed as of the day and year first above set forth.

LESSOR: ALLIANCE FUNDING SOLUTIONS,
INC.

LESSEE: CITY OF WEST COVINA

By: _____
Name: Brad Chapman
Title: President

By: _____
Name: David N. Carmany
Title: City Manager

ESCROW AGENT: SANTA CRUZ COUNTY BANK

By: _____
Name: Chris Van Zanen
Title: AVP Relationship Manager

EXHIBIT A TO ESCROW AGREEMENT

CERTIFICATE OF ACCEPTANCE AND PAYMENT REQUEST

The following payment request is directed to Santa Cruz County Bank (the "Escrow Agent"), as escrow agent under that certain Escrow Agreement dated [March __, 2021] (the "Escrow Agreement"), between the City of West Covina ("Lessee"), Alliance Funding Solutions, Inc. ("Lessor"), and the Escrow Agent.

The Escrow Agent is hereby requested to pay from the Escrow Fund established and maintained under the Escrow Agreement the amount set forth below to the named payee(s). The amount shown is due and payable under a purchase order or contract (or has been paid by and not previously reimbursed to Lessee). The equipment described below is part or all of the Equipment leased pursuant to that certain Equipment Lease-Purchase Agreement dated [March __, 2021] (the "Lease Agreement"), between Lessor and Lessee:

DESCRIPTION OF UNITS OF			
QUANTITY	EQUIPMENT	AMOUNT	PAYEE
[_____]	[_____]	[_____]	[_____]

Lessee hereby certifies and represents to and agrees with Lessor as follows with respect to the Equipment described above: (i) the Equipment has been delivered to the location(s) set forth in the Lease Agreement; (ii) a present need exists for the Equipment, which need is not temporary or expected to diminish in the near future; (iii) the Equipment is essential to and will be used by Lessee only for the purpose of performing one or more governmental functions of Lessee consistent with the permissible scope of Lessee's authority; (iv) the estimated useful life of the Equipment based upon the manufacturer's representations and Lessee's projected needs is not less than the term of the Lease Agreement; (v) Lessee has conducted such inspection and/or testing of the Equipment as it deems necessary and appropriate and hereby acknowledges that it accepts the Equipment for all purposes as of the date of this Certificate; (vi) the Equipment is covered by insurance in the types and amounts required by the Lease Agreement; (vii) no Event of Default or Event of Nonappropriation, as those terms are defined in the Lease Agreement, and no event that with the giving of notice or lapse of time or both, would become an Event of Default or an Event of Nonappropriation, has occurred and is continuing on the date hereof; and (viii) sufficient funds have been appropriated by Lessee for the payment of all rental payments due under the Lease Agreement during Lessee's current Fiscal Year.

Based on the foregoing, the Escrow Agent is hereby authorized and directed to fund the acquisition of the Equipment set forth above by paying, or causing to be paid, the manufacturer(s)/vendor(s) the amounts set forth on the attached invoices from the Escrow Fund held under the Escrow Agreement in accordance with its terms.

The following documents are attached hereto and made a part hereof: (a) Original

Invoice(s) and (b) Copies of Certificate(s) of Ownership, designating Lessor as legal owner, and evidence of filing.

[Remainder of page intentionally left blank]

IF REQUEST IS FINAL REQUEST, CHECK HERE ☐. The undersigned hereby certifies that the items of Equipment described above, together with the items of Equipment described in and accepted by Certificates of Acceptance and Payment Requests previously filed by Lessee with Lessor constitute all of the Equipment subject to the Lease Agreement.

Date: _____

Approved:

ALLIANCE FUNDING SOLUTIONS, INC., CITY OF WEST COVINA, as Lessee
as Lessor

By: _____
Name: Brad Chapman
Title: President

By: _____
Name: David N. Carmany
Title: City Manager

SCHEDULE A TO ESCROW AGREEMENT

NOTICE AND ACKNOWLEDGEMENT OF ASSIGNMENT OF ESCROW AGREEMENT

Alliance Funding Solutions, Inc. ("Lessor"), City of West Covina ("Lessee"), and Santa Cruz County Bank ("Escrow Agent") have entered into an Escrow Agreement dated [March __, 2021] (the "Escrow Agreement"), pursuant to which Lessor, or its Assignee (as defined below), has deposited cash into the Escrow Fund established thereunder, which funds are to be used by Lessee to acquire certain Equipment.

Escrow Agent is hereby notified that Lessor has assigned all of its right, title, and interest in and to, but not its obligations under, the Escrow Agreement to Truist Bank ("Assignee"), including, in particular, but without limitation, Lessor's security interest in the Escrow Fund and Lessor's right to approve all payment requests submitted by Lessee.

Date: [March __, 2021]

LESSOR: ALLIANCE FUNDING SOLUTIONS, INC. LESSEE: CITY OF WEST COVINA

By: _____
Name: Brad Chapman
Title: President

By: _____
Name: David N. Carmany
Title: City Manager

ESCROW AGENT: SANTA CRUZ COUNTY BANK

By: _____
Name: Chris Van Zanen
Title: AVP Relationship Manager

EXHIBIT L

**CITY COUNCIL MEETING MINUTES FROM MEETING
HELD ON [_____], 2021**

EXHIBIT M
IRS FORM 8038-G

EXHIBIT N

CLOSING MEMORANDUM

**\$3,125,098.00 LEASE FOR ENERGY CONSERVATION EQUIPMENT
PURSUANT TO THAT EQUIPMENT LEASE-PURCHASE AGREEMENT AND EQUIPMENT SCHEDULE
THERETO BOTH DATED [MARCH __, 2021]
BETWEEN CITY OF WEST COVINA, AS LESSEE, AND
ALLIANCE FUNDING SOLUTIONS, INC., AS LESSOR**

Pre-Closing: Pre-Closing will be held at the Lessee's convenience, on or before [March __, 2021]. All documents will be executed and two originals will be overnighted to Alliance Funding Solutions, Inc., Attn: Brad Chapman 12520 High Bluff Drive, Suite 345, San Diego, California 92130, for delivery no later than 9:00 am on the morning of [March __, 2021] and held in trust until such time as the wires and original documents are released by the Parties.

Closing: (1) By wire transfer and pending receipt of original, executed Lease Documents, on the morning of [March __, 2021], the Escrow Agent is authorized by Lessee to transfer via internal credit the Total Equipment Cost (as set forth below) to Escrow Agent, pursuant to a general ledger credit to the Escrow Account as follows:

Bank Name: [_____]
ABA No: [_____]
Account No [_____]
Account Name: [_____]

By wire transfer and pending receipt of original, executed Lease Documents, on the morning of [March __, 2021], the Escrow Agent is authorized by Lessee to transfer via wire the Issuance Costs (as defined below) to Lessor as follows:

Bank Name: [_____]
ABA Number: [_____]
Account Number: [_____]
Account Name: [Alliance Funding Solutions, Inc.]

Alliance Funding Solutions, Inc. will confirm disbursement of funds to the Lessee's escrow account and then release all of the original documents held in trust to the investor and forward a copy to the Lessee.

Sources and Uses of Funds:

Principal Amount of Lease [3,125,098.00]

TOTAL SOURCES [3,125,098.00]

Total Equipment Cost: [3,120,098.00]

Issuance Costs: \$5,000.00

TOTAL LEASE PROCEEDS

[3,125,098.00]

Attest:

CITY OF WEST COVINA

By: _____

Name: David N. Carmany

Title: City Manager

EQUIPMENT LEASE PURCHASE AGREEMENT

BETWEEN

ALLIANCE FUNDING SOLUTIONS, INC., as Lessor

AND

CITY OF WEST COVINA, as Lessee

DATED AS OF

[March __, 2021]

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Lease Documents:

Equipment Lease-Purchase Agreement;
Exhibit A – Description of Equipment;
Exhibit B - Equipment Schedule;
Exhibit C – Notice and Acknowledgment of Assignment;
Exhibit D-1 – Insurance Coverage Request;
Exhibit D-2 – Intentionally Omitted;
Exhibit E – Essential Use Certificate;
Exhibit F – Incumbency Certificate;
Exhibit G – Opinion of Lessee’s Counsel;
Exhibit H – Intentionally Omitted;
Exhibit I – Bank Qualified Certificate;
Exhibit J – Post Issuance Tax Compliance Procedures;
Exhibit K – Escrow Agreement;
Exhibit L – City Council Meeting Minutes from Meeting held on [April 6, 2021];
Exhibit M – Form 8038-G; and
Exhibit N – Closing Memorandum/Payment Proceeds Direction.

EQUIPMENT LEASE PURCHASE AGREEMENT

THIS EQUIPMENT LEASE PURCHASE AGREEMENT, (as amended or supplemented from time to time, this "**Lease Agreement**") dated as of [March __, 2021], between ALLIANCE FUNDING SOLUTIONS, INC., a California corporation (together with its successors and assigns, the "**Lessor**"), whose mailing address is 12520 High Bluff Drive, Suite 345, San Diego, California 92130, and the CITY OF WEST COVINA, a government organization of the State of California (the "**Lessee**"), whose mailing address is 1444 W Garvey Avenue S, West Covina, California 91790.

WITNESSETH:

WHEREAS, the Lessor has agreed lease the Equipment (as hereinafter defined) to the Lessee, and the Lessee has agreed to lease the Equipment from the Lessor, pursuant to the terms and conditions hereinafter set forth;

NOW, THEREFORE, for and in consideration of the premises and of the covenants hereinafter contained, and other good and valuable considerations, the mutual parties hereto agree as follows:

ARTICLE 1

DEFINITIONS

For purposes of this Lease Agreement and any related documents, the following definitions will apply:

1.1 Acceptance Certificate. A certificate in the form attached as Exhibit A to the Escrow Agreement.

1.2 Authorized Representative. With respect to the Lessee, the City Manager and any other authorized representative of the Governing Body or other person or officer approved by Lessee in writing.

1.3 Code. The Internal Revenue Code of 1986, as amended.

1.4 Governing Body. The City Council of the Lessee.

1.5 Concluding Payment. Shall have the meaning set forth in Article 18.

1.6 Commencement Date. Shall have the meaning set forth on Exhibit B.

1.7 Costs of the Equipment. The total cost of acquisition and installation of the Equipment, including costs of issuance (\$3,386,950.00).

1.8 Default Rate. Shall have the meaning set forth in Section 4.3.

1.9 Equipment. The personal property described in Exhibit A to this Lease Agreement that is now or may hereafter from time to time become attached hereto and incorporated herein by reference, together and with any and all additions, modifications, attachments, substitutions, repairs, accessories, replacements, parts and proceeds thereof.

1.10 Escrow Agent. Santa Cruz County Bank and its successors and assigns.

1.11 Escrow Agreement. The Escrow Agreement of even date herewith among the Lessor, the Lessee and the Escrow Agent in substantially the form attached hereto as Exhibit K.

1.12 Escrow Fund. The fund of such name created under the Escrow Agreement.

1.13 Event of Nonappropriation. Shall have the meaning set forth in Section 4.6(b).

1.14 Fiscal Year. Shall mean July 1 through June 30 of each year.

1.15 Lease Term. The period of time described in Article 3 of this Lease Agreement.

ARTICLE 2

LEASE

The Lessor hereby sells, transfers and leases to the Lessee, and the Lessee hereby acquires, purchases and leases from the Lessor, the Equipment. The Lessee shall be entitled to possession of the Equipment so long as the Lessee is not in default under this Lease Agreement and the Lessee has not failed to appropriate any amounts required to be paid by it hereunder.

ARTICLE 3

LEASE TERM

The Lease Term shall commence on the Commencement Date and shall terminate, except as otherwise expressly provided herein, upon the first to occur of: (a) the exercise by Lessee of the option to purchase the Equipment pursuant to Article 18 hereof; (b) Lessor's election to terminate this Lease Agreement pursuant to Article 15; (c) termination of this Lease Agreement due to an Event of Nonappropriation or (d) upon payment by the Lessee of the scheduled rental payments and all other amounts due and payable hereunder.

ARTICLE 4

RENTAL PAYMENTS

4.1 Amount and Times of Payment. The Lessee hereby agrees to pay rental payments hereunder in the amounts and on the dates identified in Exhibit B. A portion of each rental payment is paid as, and represents payment of, interest, and the balance of each rental payment is paid as, and represents payment of, principal.

4.2 Place of Payments. All rental payments required to be made to the Lessor hereunder shall be made at the Lessor's principal office or as may be otherwise directed by the Lessor. The Lessee shall pay the rental payments in lawful money of the United States of America from moneys legally available therefor.

4.3 Late Charges. Whenever any rental payment or other amount payable to Lessor by Lessee hereunder is not paid within ten (10) business days after such due date, Lessee agrees to pay Lessor a late charge on the delinquent amount at the "Default Rate," which is one percent (1%) per month, or the maximum amount permitted under applicable law, whichever is less.

4.4 Current Expense. The Lessee's obligation to pay rental payments and any additional amounts payable hereunder constitutes a current obligation payable exclusively from legally available funds and shall not be construed to be an indebtedness within the meaning of any applicable constitutional or statutory limitation or requirement. THIS LEASE AGREEMENT IS NOT A PLEDGE OF THE FULL FAITH AND CREDIT OF THE LESSEE, AND DOES NOT CREATE ANY OBLIGATION ON THE PART OF THE LESSEE EXCEPT AS SPECIFICALLY STATED HEREIN.

4.5 Unconditional Payment Obligation. Subject to Section 15.1 hereof, the Lessee's obligation to pay all amounts payable hereunder and the Lessee's obligations otherwise to perform its obligations under or with respect to the Lease Agreement, are and shall be absolute and unconditional and shall not be affected by any circumstances whatsoever, including (i) any right of setoff, counterclaim, recoupment, deduction, abatement, defense or other right which the Lessee may have against the Lessor, the manufacturer or vendor of the Equipment, or any other person, for any reason whatsoever, including, those arising or allegedly arising out of claims (present or future, alleged or actual, and including claims arising out of strict liability in tort or negligence of the Lessor) of the Lessee against the Lessor under this Lease Agreement or otherwise, (ii) any defect in the title, condition, design, operation, or fitness for use of, or any damage to or loss or destruction of all or any portion of, the Equipment, or any interruption or cessation in the use or possession thereof by the Lessee for any reason whatsoever, (iii) the existence of any collateral, guaranty or security interest, (iv) any insolvency, bankruptcy, reorganization or similar proceedings by or against Lessee, (v) any force majeure event, or (vii) any other circumstance, happening or event whatsoever. It is the intention of the parties that all rental payments and other amounts due hereunder shall continue to be payable in all events in the manner and at the times set forth herein unless the obligation to do so shall have been terminated pursuant to the express terms hereof.

4.6 Appropriation.

(a) Lessee represents and warrants that: (i) it has made sufficient appropriations or has other legally available funds to pay all rental payments hereunder due during the first Fiscal Year of the Lease Term; (ii) the officer of Lessee responsible for budget preparation will do all things lawfully within his/her power to obtain appropriated funds for the payment of rental payments and other amounts required to be paid hereunder in each succeeding Fiscal Year during the Lease Term; and (iii) Lessee acknowledges that Lessor has relied upon these representations as an inducement to enter into this Lease Agreement. If an Event of Nonappropriation (hereinafter defined) shall occur, Lessee agrees, at Lessee's sole cost and expense, peaceably to deliver the

corresponding Equipment to Lessor in the condition required by Section 6.1 at such location in the continental United States specified by the Lessor on or before the effective date of termination.

(b) Notwithstanding any provision to the contrary in this Lease Agreement, if sufficient funds are not appropriated by the Governing Body to pay rental payments and other amounts due hereunder (an "Event of Nonappropriation") this Lease Agreement shall terminate as of the end of the Fiscal Year for which funds have been appropriated to pay all amounts hereunder.

ARTICLE 5

ESCROW FUND

5.1 Escrow Fund. On the Commencement Date upon satisfaction of the Lessor's requirements to closing (including, without limitation, the execution and delivery to the Lessor of (1) an incumbency certificate in substantially the form attached as Exhibit F hereto and (2) an Opinion of Lessee's Counsel in substantially the form attached as Exhibit G hereto, Lessor shall deposit: \$3,386,950.00 into the Escrow Fund to be held in escrow and applied upon the express terms and conditions of the Escrow Agreement for the acquisition of the Equipment. The Lessee shall order the Equipment, cause the Equipment to be delivered and installed at the location specified in Exhibit B and pay any and all delivery and installation costs and other Equipment costs in connection therewith. When the Equipment has been delivered and installed, Lessee shall promptly accept such Equipment and evidence said acceptance by executing and delivering to Lessor an Acceptance Certificate. The insufficiency of the amount in the Escrow Fund to pay all costs of the Equipment and any other costs related thereto shall not affect Lessee's obligations hereunder.

ARTICLE 6

RESPONSIBILITIES OF LESSEE

6.1 Care and Use. The Lessee shall use the Equipment in a careful and proper manner, in compliance with all applicable laws and regulations, and at its sole cost and expense, service, repair and maintain the Equipment so as to keep the Equipment in good condition, repair, appearance and working order for the purposes intended, ordinary wear and tear excepted, and shall replace any part of the Equipment as may from time to time become worn out, lost, stolen, destroyed or damaged or is unfit for use. Any and all additions to or replacements of the Equipment and all parts thereof shall constitute accessions to the Equipment and shall be subject to all the terms and conditions of this Lease Agreement and included in the term "Equipment" as used in this Lease Agreement.

6.2 Inspection. The Lessor shall have the right upon reasonable prior notice to the Lessee to enter into and upon the premises where the Equipment is located to inspect the Equipment and observe its use during normal business hours.

6.3 Utilities. The Lessee shall pay all charges for gas, water, steam, electricity, light, heat or power, telephone or other utility service, if any, furnished to or used in connection with the

Equipment during the term of this Lease Agreement. There shall be no abatement of rental payments on account of interruption of any such services.

6.4 Taxes. The Lessee agrees to pay when due any and all taxes relating to the Equipment and the Lessee's obligations hereunder, including but not limited to, all license or registration fees, gross receipts tax, sales and use tax, if applicable, license fees, documentary stamp taxes, rental taxes, assessments, charges, ad valorem taxes, excise taxes, and all other taxes, licenses and charges imposed on the ownership, possession or use of the Equipment by any governmental body or agency, together with any interest and penalties, other than taxes on or measured by the net income of the Lessor.

6.5 Alterations. Without the prior written consent of the Lessor, which consent shall not be unreasonably withheld, the Lessee shall not make any alterations, modifications or attachments to the Equipment which cannot be removed without materially damaging the functional capabilities or economic value of the Equipment. Upon return of the Equipment and at the Lessor's request, the Lessee at its sole cost and expense, will remove all alterations, additions and attachments and repair the Equipment as necessary to return the Equipment to the condition in which it was furnished, ordinary wear and tear excepted.

6.6 Transportation and Installation Charges. The Lessee shall be responsible for all charges relating to the transportation of the Equipment to the Lessee's location and the installation at such location.

6.7 Insurance. The Lessee shall continuously maintain at its sole cost and expense or cause to be maintained (i) public liability insurance for death or injuries to persons, or damage to property arising out of or in any way connected to the Equipment sufficient to protect Lessor and its assigns from liability in all events and (ii) casualty insurance on the Equipment covering such risks as are customarily insured against by reasonable and prudent government bodies of like size for such equipment, and in such amounts at a minimum equal to the greater of the outstanding principal amount under this Lease Agreement or the replacement value of the Equipment with such deductibles as required, and with such insurance companies as shall be reasonably satisfactory to the Lessor. Lessor shall be named as an additional insured on any such policy that insures the Equipment and the policy shall be endorsed to name the Lessor as a loss payee. The Lessee shall pay the premiums therefor and deliver to the Lessor the policies of insurance or duplicates thereof and a certification in the form of Exhibit D-1 or other evidence reasonably satisfactory to the Lessor of such insurance coverage. Each insurer shall also agree by endorsement upon the policy or policies issued by it that it will give thirty (30) days prior written notice to the Lessor of cancellation, non-renewal, or material modification of such policy and ten (10) days prior written notice for non-payment of premium. In lieu of the insurance policies described above, and with the consent of the Lessor, which consent shall not be unreasonably withheld, the Lessee may self-insure the Equipment by means of a self-insurance program whereby funds are set aside and maintained for the purpose of self-insuring the property of the Lessee. If Lessee chooses to self-insure the Equipment, Lessee will provide Lessor a certification in the form of Exhibit D-2 together with evidence of the self-insurance program in form and substance satisfactory to Lessor.

6.8 Risk of Loss. Lessee shall bear the entire risk of loss, theft, destruction of or damage to the Equipment or any part thereof from any cause whatsoever during the Lease Term

and thereafter until redelivery to a location designated by Lessor, and shall not be relieved of the obligation to pay rental payments or any other obligation hereunder because of any such occurrence. If (a) the Equipment or any portion thereof hereunder is destroyed (in whole or in part) or is damaged by fire or other casualty or (b) title to, or the temporary use of, the Equipment or any part thereof hereunder is taken under the exercise of the power of eminent domain, Lessee shall immediately notify Lessor. Lessee and Lessor shall cause the net proceeds of any insurance claim (including self-insurance) or condemnation award to be applied, at Lessor's option, to (i) the prompt repair, restoration, modification or replacement of the Equipment so affected or (ii) the payment in full of the then applicable Concluding Payment. Any balance of net proceeds remaining after completion of such work or payment of such Concluding Payment shall be paid promptly to Lessee. If the net proceeds are insufficient to pay the costs of such repair, restoration, modification or replacement or to pay such Concluding Payment in full, Lessee shall, at Lessor's direction and sole discretion, either complete the work or pay the then applicable Concluding Payment in full, and in either case pay any cost in excess of the amount of net proceeds, but only from legally available funds.

6.9 Performance by the Lessor of the Lessee's Responsibilities. Any performance required of the Lessee or any payments required to be made by the Lessee, if not timely performed or paid, may be performed or paid by the Lessor, and in that event, the Lessor shall be immediately reimbursed by the Lessee for these payments and for any costs and expense, legal or otherwise, associated with the payments or other performance by the Lessor, with interest thereon at the Default Rate.

6.10 Financial Statements. The Lessee agrees that it will furnish the Lessor not later than ten (10) days prior to the end of each Fiscal Year, the Lessee's annual budget or other proof of appropriation for the ensuing Fiscal Year and such other information relating to Lessee's ability to continue the Lease Term for the next succeeding Fiscal Year, and permit the Lessor or its agents and representatives to inspect the Lessee's books and records and make extracts therefrom. Additionally, Lessee shall furnish to Lessor as soon as available, but in no event later than 180 days after the end of each Fiscal Year, the audited financial statements of Lessee, in customary and reasonable detail including the report provided by Lessee's auditor. The Lessee represents and warrants to the Lessor that all financial statements which have been delivered to the Lessor, if any, and accurately reflect the Lessee's financial condition and there has been no material adverse change in Lessee's financial condition as reflected in the statements since the date thereof.

ARTICLE 7

EQUIPMENT

7.1 Title. Title to the Equipment and any and all additions, repairs, replacements or modifications thereto, shall be vested in the Lessee subject to the rights of the Lessor hereunder so long as the Lessee shall not be in default hereunder and/or this Lease Agreement shall not have been terminated pursuant to the provisions of Article 15 hereof. Immediately upon the occurrence of an event of default by the Lessee hereunder or the termination of this Lease Agreement under Article 15, title to the Equipment (and all additions, repairs, replacements or modifications thereto) shall vest in the Lessor, free and clear of any right, title or interest of the Lessee unless the Lessor elects otherwise, without the necessity of any further action or the execution of any documents by

the parties. Upon timely receipt of all amounts required for the purchase of the Equipment pursuant to Section 4.1 or Article 18 this Agreement shall terminate, all of Lessor's security interest in the Equipment shall terminate, and Lessor shall deliver to Lessee all such documents and instruments as Lessee may reasonably request to evidence the termination of this Agreement and Lessor's security interest in the Equipment, without warranty by or recourse to Lessor.

7.2 Security Agreement.

(a) To secure the performance of all of Lessee's obligations hereunder, Lessee hereby grants to Lessor, and Lessor shall have and retain, a security interest constituting a first priority and perfected lien and security interest on the Equipment. Lessee agrees to execute and deliver such additional documents, including, without limitation, opinions of counsel, financing statements, landlord-tenant or mortgagee waivers, notices and similar instruments, in form satisfactory to Lessor, that Lessor deems necessary or appropriate to establish and maintain its security interest in the Equipment or for the confirmation or perfection of Lessor's rights hereunder. As further security therefor, Lessee hereby grants to Lessor a first priority security interest in the cash and negotiable instruments from time to time in the Escrow Fund and all proceeds (cash and non-cash) thereof, and agrees with respect thereto that Lessor shall have all the rights and remedies of a secured party under the applicable provisions of the Uniform Commercial Code. Lessee, at its expense, will protect and defend Lessee's rights in the Equipment and Lessor's rights and interests therein and will keep the Equipment free and clear from any and all claims, liens, encumbrances and legal processes of Lessee's creditors and other persons.

7.3 Personal Property. The Equipment is, and shall at all times be and remain, personal property notwithstanding that the Equipment or any part thereof may now be, or hereafter become, in any manner affixed or attached to, or imbedded in, or permanently resting upon, real property. Upon request of the Lessor, Lessee shall obtain, as to any place where the Equipment is located, a waiver from the landlord and mortgagee thereof with respect to any rights they may have in and to the Equipment or the rights of levy or seizure thereon.

7.4 Liens. The Lessee shall not directly or indirectly create, incur, assume or suffer to exist any mortgage, pledge, lien, charge, security interest, encumbrance or claim on or with respect to the Equipment or any interest therein, except for the lien and security interest of the Lessor therein created under this Lease Agreement. The Lessee shall promptly, at its own expense, take such action as may be necessary to duly discharge any such mortgage, pledge, lien, security interest, charge, encumbrance or claim if the same shall arise at any time.

7.5 Use of Equipment; Maintenance and Repairs. Lessee shall keep the Equipment at the "Equipment Location" specified in Exhibit B and Lessee shall not remove any of the Equipment therefrom without Lessor's prior written consent. Lessee shall use the Equipment for the purpose for which such Equipment was designed. Lessee shall at all times and at the Lessee's sole cost and expense operate, maintain, service and repair the Equipment in good operating order, repair and condition (A) in accordance and consistent with (1) the manufacturer's warranties, recommendations and all maintenance and operating manuals or service agreements, whenever furnished or entered into, including any subsequent amendments or replacements thereof, issued by the manufacturer, (2) the requirements of all applicable insurance policies, (3) preserving all rights to any warranties, indemnities or other rights or remedies (such service to include monitoring

the degradation of the Equipment and enforcing or assisting with the enforcement of the applicable warranties with respect to such degradation), (4) all applicable laws, ordinances, regulations or requirements of any governmental authority, official, board or department relating to its installation, possession, use or maintenance, and (5) prudent industry standards; and (B) without limiting the foregoing, so as to cause the Equipment to be in at least the same condition as when delivered to the Lessee hereunder, except for ordinary wear and tear. Lessee shall not make any alterations, additions, or improvements to the Equipment that are not readily removable without causing damage to or reducing the value of the Equipment. All alterations, additions, or improvements not readily removable shall become property of Lessor.

7.6 Essentiality. Lessee represents that, with respect hereto, (a) the use and operation of the Equipment is essential to its proper, efficient, and economic governmental operation and (b) the functions performed by the Equipment could not be transferred to other equipment available for its use. Lessee does not intend to sell or otherwise dispose of the Equipment or any interest therein prior to the last rental payment scheduled to be paid hereunder. On the Commencement Date, Lessee shall complete and provide Lessor a certificate in the form of Exhibit E.

7.7 Sublease. Lessee will not sublease or otherwise in any manner transfer, deliver or, except as expressly consented to by Lessor, relinquish possession (except on a temporary basis for repair or maintenance) or use of the Equipment without the prior written consent of Lessor.

7.8 No Warranties. Lessee acquires and leases the Equipment "AS IS." Lessee acknowledges that Lessor did not manufacture the Equipment. Lessor does not represent the manufacturer, supplier, owner or dealer, and Lessee selected the Equipment based upon Lessee's own judgment. Lessor makes no warranties, express or implied, including warranties of merchantability or fitness for a particular purpose or otherwise or as to the Equipment's value, design, condition, use, capacity or durability. Lessee agrees that regardless of cause, Lessor is not responsible for, and Lessee will not make any claim against Lessor for, any damages, whether consequential, direct, special or indirect incurred by Lessee in connection with the Equipment. Neither the manufacturer, supplier or dealer nor any salesperson, employee or agent of the manufacturer, supplier or dealer is Lessor's agent or has any authority to speak for Lessor or to bind Lessor in any way. For and during the Lease Term, Lessor assigns to Lessee any manufacturer's or supplier's product warranties, express or implied, applicable to any Equipment and Lessor authorizes Lessee to obtain the customary services furnished in connection with such warranties at Lessee's sole expense. Lessee agrees that (a) all Equipment will have been purchased in accordance with Lessee's specifications from suppliers selected by Lessee, (b) Lessor is not a manufacturer or dealer of any Equipment and has no liability for the delivery or installation of any Equipment, (c) Lessor assumes no obligation with respect to any manufacturer's or supplier's product warranties or guaranties, (d) no manufacturer or supplier or any representative of said parties is an agent of Lessor, and (e) any warranty, representation, guaranty or agreement made by any manufacturer or supplier or any representative of said parties shall not be binding upon Lessor.

ARTICLE 8

WARRANTIES AND REPRESENTATIONS OF THE LESSEE

The Lessee warrants and represents to the Lessor as follows, which representations and warranties shall be continuing.

(a) The Lessee is a political subdivision of the State of California within the meaning of Section 103(c) of the Code.

(b) The Lessee is authorized under the Constitution and laws of the State of California to enter into this Lease Agreement and the transactions contemplated hereby and to perform all of its obligations hereunder.

(c) The execution and delivery of this Lease Agreement by or on behalf of the Lessee has been duly authorized by all necessary action of the Governing Body, and the Lessee has obtained such other approvals and consents as are necessary to consummate this Lease Agreement.

(d) The Lessee has complied with such public bidding requirements as may be applicable to this Lease Agreement and such action is in compliance with all public bidding and other State and federal laws applicable to this Agreement and the acquisition and financing of the Equipment by Lessee.

(e) The Lessee has an immediate need for, and expects to make immediate use of all of the Equipment which need is not temporary or expected to diminish during the Lease Term.

(f) The execution, delivery and performance of this Lease Agreement and transactions contemplated herein will not violate any judgment, order, law or regulation applicable to the Lessee or result in any breach of, or constitute a default under, any indenture, mortgage, deed of trust, bond, loan or credit agreement or other instrument to which the Lessee is a party or by which it is bound.

(g) There are no actions, suits or proceedings pending or, to the knowledge of the Lessee, threatened against or affecting the Lessee in any court or before any governmental commission, board or authority which, if adversely determined, would have a material adverse effect on the ability of the Lessee to perform its obligations hereunder.

(h) The Equipment is essential to and will be used only for the purpose of performing one or more governmental functions of the Lessee consistent with the scope of the Lessee's authority and will not be used in a trade or business of any person or entity.

(i) The Lessee has sufficient funds in its budget for the current Fiscal Year to pay the aggregate amount of the rental payments due under this Lease Agreement during the current Fiscal Year.

ARTICLE 9

WARRANTIES AND REPRESENTATIONS OF THE LESSOR

The Lessor warrants and represents to the Lessee as follows, which representations and warranties shall be continuing.

(a) The Lessor is a financial institution duly incorporated under the laws of the State of California and is in good standing with the State of California and is duly authorized to enter into the transactions contemplated by this Lease Agreement and to carry out its obligations hereunder;

(b) The Lessor has full power and authority to enter into this Lease Agreement and all other documents relating thereto and the performance of the Lessor's obligations hereunder have been duly and validly authorized, executed and delivered by the Lessor and approved under all laws, regulations and procedures applicable to Lessor and this Lease Agreement constitutes a valid, legal and binding obligation of the Lessor, enforceable in accordance with its terms;

ARTICLE 10

INTENTIONALLY OMITTED

ARTICLE 11

TAX COVENANTS AND INDEMNIFICATION

11.1 Covenants. The Lessee covenants and agrees that it will (i) rebate an amount equal to any excess earnings on the Escrow Fund to the Federal Government if required by, and in accordance with, Section 148(f) of the Code, and make the annual determinations, and maintain the records required by and otherwise comply with all regulations applicable thereto; (ii) register in writing the owner of this Lease Agreement so as to meet the applicable requirements of Section 149(a)(3) of the Code; (iii) timely file a Form 8038-G with the Internal Revenue Service in accordance with Section 149(e) of the Code; (iv) not permit the Equipment to be directly or indirectly used for a private business use within the meaning of Section 141 of the Code; and (v) comply with all provisions and regulations applicable to excluding interest from Federal gross income pursuant to Section 103 of the Code.

11.2 Further Covenants. The Lessee further covenants that it will not take any action, or fail to take any action, if any such action or failure to take action would adversely affect the exclusion from gross income of the interest portion of the rental payments hereunder under Section 103 of the Code. The Lessee will not directly or indirectly use or permit the use of any proceeds available from the Lessor or any other funds of the Lessee, or take or omit to take any action that would cause the lease purchase obligation evidenced by this Lease Agreement to be an "arbitrage bond" within the meaning of Section 148(a) of the Code. To that end, the Lessee will comply with all requirements of Section 148 of the Code to the extent applicable to the lease purchase obligation evidenced by this Lease Agreement.

11.3 Indemnification. If the Lessor receives notice, in any form, from the Internal Revenue Service that it has determined that the Lessor may not exclude any interest paid hereunder from Federal gross income due to an act or omission of the Lessee, then the Lessee shall pay to the Lessor, within ninety (90) days after the Lessor notifies the Lessee of such determination, an amount which, with respect to the rental payments previously paid and taking into account all penalties, fines, interest and additions to tax (including all federal, state and local taxes imposed on the interest component of all rental payments due through the date of such event), will restore to the Lessor its after-tax yield (assuming tax at the highest marginal tax rate and taking into account the time of receipt of payments and reinvestment at the after-tax yield rate) on the transaction evidenced by this Lease Agreement through the date of such payment. Additionally, the Lessee agrees that upon the occurrence of such an event, it shall pay as additional rent to the Lessor on such succeeding rental payment due date such amount as will maintain such after-tax yield to the Lessor. Notwithstanding the foregoing, the Lessee's obligations under this paragraph shall be subject to the appropriation of funds for such purpose by the Governing Body.

ARTICLE 12

GENERAL INDEMNIFICATION

The Lessee hereby agrees to indemnify, protect and save the Lessor harmless, to the extent permitted by law, from all liability, obligations, losses, claims, damages, actions, suits, proceedings, costs and expenses, including attorneys' fees, arising out of, connected with, or resulting directly or indirectly from the Equipment, including without limitation, the manufacture, selection, delivery, possession, condition, lease, use, operation or return of the Equipment. The indemnification arising under this section shall continue in full force and effect notwithstanding the full payment of all obligations due under this Lease Agreement. Notwithstanding the foregoing, the Lessee does not waive any sovereign immunity or other defense which may be available to it under applicable law.

ARTICLE 13

INTENTIONALLY OMITTED

ARTICLE 14

DEFAULT AND REMEDIES

14.1 Definition of Default. The Lessee shall be deemed to be in default hereunder upon the happening of any of the following events of default (each, an "Event of Default").

(a) The Lessee shall fail to make any rental payment or pay any other sum under this Lease Agreement when due other than by reason of an Event of Nonappropriation;

(b) The Lessee shall fail to maintain insurance as required herein;

(c) With the exception of the above clauses (a) or (b), the Lessee shall fail to perform or observe any term or condition or covenant of this Lease Agreement for a period of

thirty (30) days after written notice by Lessor to Lessee specifying such failure and requesting that it be remedied, unless Lessor shall agree in writing to an extension of time prior to its expiration;

(d) Proceedings under any bankruptcy, insolvency, reorganization or similar litigation shall be instituted by or against the Lessee, or a receiver, custodian or similar officer shall be appointed for the Lessee or any of its property, and such proceedings or appointments shall not be vacated, or fully stayed, within sixty (60) days after the institution or occurrence thereof.

(e) Any warranty, representation or statement made by the Lessee is found to be incorrect or misleading in any material respect on the date made.

14.2 Remedies on Default. Upon the occurrence of any Event of Default, the Lessor may exercise any one or more of the following remedies as the Lessor in its sole discretion shall elect.

(a) With or without terminating this Lease Agreement, may declare all rental payments payable hereunder to the end of the then-current Fiscal Year of Lessee to be immediately due and payable by Lessee, whereupon such rental payments shall be immediately due and payable.

(b) Exercise any other remedy available, at law or in equity, with respect to such Event of Default.

(c) Reenter and take possession of the Equipment wherever situated without any court order or other process of law and without liability for entering the premises and sell, lease, sublease or make other disposition of the same in a commercially reasonable manner for the account of the Lessee, and apply the proceeds of any such sale, lease, sublease, or other disposition, after deducting all costs and expenses, including court costs and reasonable attorneys' fees, incurred with the recovery, repair, storage and other sale, lease, sublease or other disposition costs, toward the balance due under this Lease Agreement.

(d) Terminate this Lease Agreement as to all or any part of the Equipment and use, operate, lease or hold the Equipment as the Lessor in its sole discretion may decide.

(e) Terminate the Escrow Fund and apply any amounts therein to the Lessee obligations hereunder.

14.3 No Remedy Exclusive. Each of the rights and remedies under this Agreement is cumulative and may be enforced separately or concurrently. No course of dealing or conduct between Lessor and Lessee shall be effective to amend, modify or change any provisions of this Agreement. No failure or delay by Lessor to insist upon the strict performance of any term, covenant or agreement of the Agreement, or to exercise any right, power or remedy consequent upon a breach thereof, shall constitute a waiver of any such term, covenant or agreement or of any such breach, or preclude Lessor from exercising any such right, power or remedy at any later time or times.

14.4 Costs and Attorneys' Fees. Upon the occurrence of an Event of Default, Lessee agrees to pay to Lessor or reimburse Lessor for, in addition to all other amounts payable hereunder, all of Lessor's costs of collection, including reasonable attorneys' fees, whether or not suit or action is filed thereon. Any such costs shall be immediately due and payable upon written notice and demand given to Lessee, shall be secured by this Agreement until paid, and shall bear interest at the Default Rate. In the event suit or action is instituted to enforce any of the terms of this Agreement, the prevailing party shall be entitled to recover from the other party such sum as the court may adjudge reasonable as attorneys' fees at trial and on appeal of such suit or action or in any bankruptcy proceeding, in addition to all other sums provided by law.

ARTICLE 15

NON-APPROPRIATION

15.1 Nature of Obligations of the Lessee.

(a) Except as otherwise provided in this Article 15, the obligation of the Lessee to make rental payments and all other payments provided for in this Lease Agreement and to perform its obligations under this Lease Agreement will be absolute and unconditional, and such rental payments and other amounts will be payable without any rights of set-off, recoupment or counterclaim that the Lessee might have against the Lessor or any other person and whether or not the Equipment is used by the Lessee or available for use by the Lessee.

(b) While recognizing that it is not empowered to make any binding commitment beyond the current Fiscal Year of the Lessee, it is the current intention of the Lessee to make sufficient annual appropriations during the Lease Term to pay all rental payments and other amounts required to be paid by the Lessee under this Lease Agreement. Notwithstanding anything in this Lease Agreement to the contrary, the Lessee's obligation to pay the cost and expense of performing its obligations under this Lease Agreement, including without limitation its obligations to pay all rental payments and all other amounts required to be paid by the Lessee under this Lease Agreement, are subject to and dependent upon appropriations being made from time to time by the Governing Body for such purpose. The Lessee directs the Authorized Representative or other officer charged with the responsibility of preparing the Lessee's budget to include in the budget for each Fiscal Year of the Lessee during the Lease Term a request that the Governing Body appropriate in the Fiscal Year the amount of rental payments and other payments due under this Lease Agreement during such Fiscal Year. The Lessee shall notify the Lessor in writing each year during the Lease Term that such budget request has been made as soon as practicable following the submission of the Lessee's annual budget to the Governing Body. If at any time during any Fiscal Year of the Lessee, the amount appropriated in the budget of the Lessee for the Fiscal Year is insufficient to pay when due the rental payments and other amounts due under this Lease, the Lessee directs the Governing Body (or other officer charged with responsibility for preparing the Lessee's budget) to submit to the Governing Body at the next scheduled meeting of the Governing Body, or as promptly as practicable, but in any event within 45 days, a request for a supplemental appropriation sufficient to cover the deficit.

15.2 Notice of Appropriation. The Lessee shall give notice to the Lessor by no later than June 30 of each year of the amount budgeted by the Lessee and appropriated by the Governing

Body for all payments required to be made by the Lessee under the Lease Agreement in the Fiscal Year commencing on the immediately succeeding July 1 and whether such amount is sufficient to meet all such required payments during such period.

ARTICLE 16

ASSIGNMENT

16.1 Assignment By Lessee. The Lessee agrees not to sell, assign, lease, sublease, pledge or otherwise encumber or suffer a lien or encumbrance upon or against any interest in this Lease Agreement or the Equipment (except for the lien and security interest of the Lessor therein) or to remove the Equipment from its place of installation without the Lessor's prior written consent which shall not be unreasonably withheld.

16.2 Assignment By The Lessor. Lessor may assign its rights, title and interest in and to this Agreement, the Equipment or the Escrow Agreement (including the escrow fund thereunder), and/or may grant or assign a security interest in this Agreement, the Equipment or any Escrow Agreement (including the escrow fund thereunder), in whole or in part, without obtaining the consent of Lessee, but no such assignment, transfer or conveyance shall be effective as against Lessee unless and until Lessor has delivered to Lessee written notice thereof that discloses the name and address of the assignee and such assignment, transfer or conveyance shall be made only to banks, insurance companies or other financial institutions or their affiliates. LESSEE AGREES NOT TO ASSERT AGAINST ANY ASSIGNEE ANY CLAIMS, ABATEMENTS, SETOFFS, COUNTERCLAIMS, RECOUPMENT OR ANY OTHER SIMILAR DEFENSES WHICH LESSEE MAY HAVE AGAINST LESSOR. Lessee shall keep a complete and accurate record of all such assignments in the form necessary to comply with Section 149(a) of the Code. Lessee agrees to acknowledge in writing any such assignments if so requested.

ARTICLE 17

NATURE OF AGREEMENT

The Lessor and the Lessee agree that it is their intention that, for federal income tax purposes, the interest of the Lessor in the Equipment is as a secured party and the interest of the Lessee is as a debtor, and that the Lessor neither has nor will have any equity in the Equipment. It is the agreement of the Lessor and the Lessee that the aggregate rental payments provided for hereunder constitute the purchase price of the Equipment together with the interest on the unamortized amount thereof over the term of this Lease Agreement, that each installment of rent constitutes principal and interest, which fully amortizes the purchase price of the Equipment, together with interest, over the term of this Lease Agreement, and that upon the due and punctual payment and performance of the rental payments and other amounts and obligations under this Lease Agreement, title to the Equipment shall vest permanently in Lessee as provided in this Lease Agreement, free and clear of any lien or security of the Lessor therein.

ARTICLE 18

OPTION TO PURCHASE

At the option of Lessee, and provided that no Event of Default has occurred and is continuing hereunder, Lessor's interest in all, but not less than all, of the Equipment will be transferred, conveyed and assigned to Lessee, thereby vesting title to the Equipment permanently in Lessee, and this Lease shall terminate: (a) upon payment in full of the rental payments and all other payments then due hereunder or (b) on any rental payment date hereunder, by paying to Lessor, in addition to the rental payment due on such date, an amount equal to the concluding payment (the "Concluding Payment") shown for such rental payment date in the rental payment schedule in Exhibit B. Lessee shall not have the option to purchase the Equipment hereunder as provided in the foregoing clause (b) on any rental payment date hereunder for which a Concluding Payment is not stated in the rental payment schedule.

This option to purchase may be exercised by the Lessee on any Payment Date on or after September 25, 2029 and is conditioned upon:

(a) the Lessee's having performed all of the terms and conditions of the Lease Agreement between the parties other than the payment of monies not yet due and payable under this Lease Agreement;

(b) the Lessee's giving written notice to the Lessor of its election to exercise the option not less than sixty (30) days prior to the date of exercise of the option by the Lessee; and

(c) the Lessee's payment of the purchase price in cash at the time of the exercise of the option.

ARTICLE 19

MISCELLANEOUS

19.1 Waiver. No covenant or condition of this Lease Agreement can be waived except by the written consent of the Lessor. Any failure of the Lessor to require strict performance by the Lessee or any waiver by the Lessor of any terms, covenants or agreements herein shall not be construed as a waiver of any other breach of the same or of any other term, covenant or agreement herein.

19.2 Severability. In the event any portion of this Lease Agreement shall be determined to be invalid under any applicable law, such provision shall be deemed void and the remainder of this Lease Agreement shall continue in full force and effect.

19.3 Governing Law. This Lease Agreement shall be construed, interpreted and enforced in accordance with the laws of the State of California.

19.4 Notice. All notices made or required to be given pursuant to this Lease Agreement shall be in writing and shall be deemed duly served if and when mailed, certified or registered

mail, postage prepaid, return receipt requested, to the other party at its address set forth above or at such other address as such party shall hereafter designate in writing.

If to the Lessor, address to:

Alliance Funding Solutions, Inc.
12520 High Bluff Drive, Suite 345
San Diego, California 92130
Attention: Brad Chapman
Email: Brad@absenergy.com

If to the Lessee, address to:

City of West Covina
1444 W Garvey Avenue S
West Covina, California 91790
Attention: David N. Carmany
Email: DCarmany@westcovina.org

City of West Covina
1444 W Garvey Avenue S
West Covina, California 91790
Attention: Sandra Galvez
Email: SGalvez@westcovina.org

19.5 Section Headings. All section headings contained herein are for convenience of reference only and are not intended to define or limit the scope of any provision of this Lease Agreement.

19.6 Entire Agreement. This Lease Agreement, together with any schedules hereto, constitutes the entire agreement between the parties and shall not be modified, amended, altered or changed except by written agreement signed by the parties.

19.7 Binding Effect. Subject to the specific provisions of this Lease Agreement, this Lease Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

19.8 Further Assurances. The Lessee will promptly and duly execute and deliver to the Lessor such further documents, instruments and assurances and take such further action as the Lessor may from time to time reasonably request in order to carry out the intent and purpose of this Lease Agreement and to establish and protect the rights and remedies created or intended to be created in favor of the Lessor hereunder.

19.9 Time. Time is of the essence of this Lease Agreement.

19.10 Counterparts. This Lease Agreement, and any exhibit hereto, may be executed in one or more counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument.

19.11 No Third-Party Beneficiaries. This Lease Agreement and any documents or certificates executed in connection with, or pursuant to it, are intended only for the benefit of the Lessor, the Lessee and the Escrow Agent, and no rights are intended, or shall be deemed to be, granted to any other parties thereby.

19.12 Exhibits. This Agreement includes the Exhibits attached hereto, all of which Exhibits are made a part hereof for all purposes. Lessee and Lessor agree that if any Exhibit to this Agreement contains blanks, the same shall be completed correctly and in accordance with this Agreement prior to or at the time of the execution and delivery thereof.

[Remainder of page intentionally left blank signature pages follow]

IN WITNESS WHEREOF, the parties hereto have caused this Lease Agreement to be executed as of the day and year first above written.

LESSOR:

ALLIANCE FUNDING SOLUTIONS, INC., a
California corporation

By: _____
Name: Brad Chapman
Title: President

LESSEE:

CITY OF WEST COVINA, a governmental
organization

By: _____
Name: David N. Carmany
Title: City Manager

EXHIBIT A

DESCRIPTION OF EQUIPMENT

The Equipment shall mean a 1.28 MW solar system at city facilities to generate renewable energy to reduce the Lessee's energy consumption and installed at the following sites:

1. Cameron Park Community Center, 1305 E Cameron Ave, West Covina, CA 91790;
2. City Yard, 825 S Sunset Ave, West Covina, CA 91790;
3. Civic Center, 1444 W Garvey Ave S, West Covina CA 91790; and
4. Senior Center, 2501 E Cortez St, West Covina, CA 91791.

EXHIBIT B
EQUIPMENT SCHEDULE

1. Description of the Equipment: See Exhibit A
2. Equipment Location: See Exhibit A
3. Rental Payment Schedule: The rental payments shall be made for the Equipment as follows: See attached Schedule 1 to this Exhibit B.
4. Interest Rate: 3.600%
5. Commencement Date: March 25, 2021
6. Scheduled Lease Term: Twenty (20) years
7. Lessee's current Fiscal Year extends from July 1, 2020
8. The terms and provisions of the Equipment Lease-Purchase Agreement described above are hereby incorporated into this Schedule by reference and made a part hereof.
9. Lessee hereby represents, warrants, and covenants that (i) its representations, warranties, and covenants set forth in the Equipment Lease-Purchase Agreement are true and correct as though made on the date of execution of this Schedule, and (ii) sufficient funds have been appropriated by Lessee for the payment of all rental payments due under this Schedule during Lessee's current Fiscal Year.
10. Interest, if any, accruing from the Commencement Date to the actual date of funding shall be retained by Lessor as additional consideration for entering into this Schedule.

CITY OF WEST COVINA,
as Lessee

ALLIANCE FUNDING SOLUTIONS,
as Lessor

By: _____
Name: David N. Carmany
Title: City Manager

By: _____
Name: Brad Chapman
Title: President

SCHEDULE 1 TO EXHIBIT B

[INSERT RENTAL PAYMENT SCHEDULE]

EXHIBIT C

NOTICE AND ACKNOWLEDGEMENT OF SALE OF RENTAL PAYMENTS AND ASSIGNMENT OF LEASE AGREEMENT AND ESCROW AGREEMENT

Alliance Funding Solutions, Inc. ("Lessor") and the City of West Covina ("Lessee") have entered into that certain Equipment Lease-Purchase Agreement dated [March __, 2021] (the "**Lease Agreement**").

Lessee hereby acknowledges that, pursuant to the terms of the Lease Agreement, Lessor has assigned its right, title, and interest in and to the Lease Agreement and, the Equipment to Santa Cruz County Bank, a financial institution duly incorporated under the laws of the state of California ("**Assignee**").

Lessee is hereby directed to pay any and all rental payments and other amounts due under the Lease Agreement to Assignee, as directed by Assignee. Lessee will also direct any and all correspondence, notice and servicing requests to the Assignee at the following address:

Santa Cruz County Bank
75 River Street
Santa Cruz, California 95060
Attention: Chris Van Zanen
Email: cvanzanen@sccountybank.com

By signing this Notice and Acknowledgment, Lessee agrees that it will pay all amounts due under the Lease Agreement without any set-off notwithstanding any defect in, damage to or requisition of any of the Equipment leased under the Lease Agreement, any other similar or dissimilar event, any defense, set-off, counterclaim or recoupment arising out of any claim against Lessor or Assignee.

By signing this Notice and Acknowledgment, Lessee warrants that its representations and warranties under the Lease Agreement are true and correct on the date hereof.

Date: [March __, 2021]

THE CITY OF WEST COVINA, as Lessee

By: _____
Name: David N. Carmany
Title: City Manager

EXHIBIT D-1

INSURANCE CERTIFICATION

Alliance Funding Solutions, Inc.
12520 High Bluff Drive, Suite 345
San Diego, California 92130

[March __, 2021]

Re: Equipment Lease-Purchase Agreement dated [March __, 2021] (the "Lease Agreement")

In connection with the above referenced Lease Agreement, the City of West Covina, as lessee (the "Lessee") certifies that it has instructed the insurance agent named below:

Name of Agent: [_____]
Address: [_____]
Phone: [_____]

to issue the following insurance coverages:

1. *Liability Insurance.* Lessee is required to maintain public liability insurance, personal injury and property damage with policy limits of \$3,000,000. The policy should be endorsed to name Santa Cruz County Bank (the "Additional Insured") as an additional insured.
2. *Casualty Insurance.* Lessee is required to maintain all risk extended coverage, malicious mischief and vandalism insurance for the Equipment described in the above-referenced Equipment Schedule in an amount not less than the greater of \$3,386,950.00 or the full replacement cost of the Equipment. Such insurance shall be endorsed to name each of the Additional Insured and their successors and or assigns as a co-loss payee with respect to such Equipment.

The required insurance should also be endorsed to give the Additional Insured at least 30 days' prior written notice of the effective date of any material alteration or cancellation of coverage, and an endorsement confirming that the interest of the Additional Insured shall not be invalidated by any actions, inactions, breach of warranty or conditions or negligence of Lessee.

Proof of insurance coverage will be provided to the Additional Insured prior to and/or commensurate with the later of the Commencement Date of the Lease or the delivery and acceptance of the Equipment.

Very truly yours,

CITY OF WEST COVINA, as Lessee

By: _____

Name: David N. Carmany

Title: City Manager

EXHIBIT D-2
INTENTIONALLY OMITTED

EXHIBIT E

ESSENTIAL USE CERTIFICATE¹

Alliance Funding Solutions, Inc.
12520 High Bluff Drive, Suite 345
San Diego, California 92130

[March __, 2021]

Re: Equipment Lease-Purchase Agreement dated [March __, 2021]

1. What is the specific use of the Equipment?
2. What increased capabilities will the Equipment provide?
3. Why is the Equipment essential to your ability to deliver governmental services?
4. Does the Equipment replace existing equipment?
(If so, please explain why you are replacing the existing equipment)
5. Why did you choose this specific Equipment?
6. For how many years do you expect to utilize the Equipment?

Very truly yours,
CITY OF WEST COVINA, as Lessee

By: _____
Name: David N. Carmany
Title: City Manager

¹ Lessee to complete and return prior to Closing Date

EXHIBIT F

INCUMBENCY CERTIFICATE

I, Lisa Sherrick, do hereby certify that I am the Assistant City Clerk of the City of West Covina ("Lessee"), which is a government organization duly established and validly existing as a government organization in the State of California.

I hereby certify that, as of the date hereof, the individuals named below are the duly elected or appointed officers of the Lessee holding the offices set forth opposite their respective names. I further certify that:

- (i) The signatures set opposite their respective names and titles are their true and authentic signatures, and
- (ii) Such officers have the authority on behalf of such entity to:
 - a. Enter into that certain Equipment Lease-Purchase Agreement dated [March __, 2021] (the "Lease Agreement"), between Lessee and Alliance Funding Solutions, Inc., as lessor, and that certain Escrow Agreement dated as of [March __, 2021] (the "Escrow Agreement") between Lessee, Alliance Funding Solutions, Inc., and Santa Cruz County Bank, as escrow agent; and
 - b. Execute certificate, documents, and agreements relating to the Lease Agreement and Escrow Agreement on behalf of Lessee.

NAME

TITLE

SIGNATURE

David N. Carmany

City Manager

IN WITNESS WHEREOF, I have duly executed this Certificate on behalf of the Lessee.

_____, ____

Name: Lisa Sherrick

Title: Assistant City Clerk

EXHIBIT G

[Print on Counsel Letterhead]

OPINION OF LESSEE'S COUNSEL²

[_____, ____]

Alliance Funding Solutions, Inc.
12520 High Bluff Drive, Suite 345
San Diego, California 92130

Re: That certain Equipment Lease-Purchase Agreement dated [_____]

Ladies and Gentlemen:

As counsel to the [_____] (the "Lessee"), I have examined that certain Equipment Lease-Purchase Agreement dated as of [March ___, 2021] (the "Lease Agreement"), between the Lessee and Alliance Funding Solutions, Inc., as lessor ("Lessor"), the form of the Escrow Agreement, together with the Disbursement Request Form and Certificate of Acceptance (collectively, the "Escrow Agreement"), and the proceedings taken by the Governing Body of the Lessee to authorize on behalf of the Lessee the execution and delivery of the Lease Agreement and the Escrow Agreement. The Lease Agreement and the Escrow Agreement are herein collectively referred to as the "Transaction Documents." Based upon the foregoing examination and upon an examination of such other documents and matters of law as we have deemed necessary or appropriate, we are of the opinion that:

1. The Lessee is a political subdivision of the State of California with the full power and authority to enter into the Transaction Documents.

2. The Transaction Documents have each been duly authorized, executed, and delivered by the Lessee. Assuming due authorization, execution and delivery thereof by Lessor, the Transaction Documents constitute legal, valid, and binding obligations of the Lessee, enforceable against the Lessee in accordance with their respective terms, subject to any applicable bankruptcy, insolvency, moratorium or other laws or equitable principles affecting the enforcement of creditors' rights generally.

3. The Lessee has complied with any applicable public bidding requirements in connection with the Transaction Documents and the transactions contemplated thereby. By proper action, the Governing Body of the Lessee authorized the execution and delivery of the Transaction Documents and certain other matters, which actions were duly taken at a meeting that was held in

² Lessee's counsel to complete and return prior to Closing Date

compliance with all applicable laws relating to the holding of open and public meetings.

5. No litigation or proceeding is pending or, to the best of my knowledge, threatened to restrain or enjoin the execution and delivery of or performance by the Lessee under the Transaction Documents or in any way to contest the validity of the Transaction Documents, to contest or question the creation or existence of the Lessee or the Governing Body of the Lessee or the authority or ability of the Lessee to execute or deliver the Transaction Documents or to comply with or perform its obligations thereunder. There is no litigation pending or, to the best of my knowledge, threatened seeking to restrain or enjoin the Lessee from annually appropriating sufficient funds to pay the rental payments or other amounts contemplated by the Lease Agreement.

6. The entering into and performance of the Transaction Documents do not and will not violate any judgment, order, law, or regulation applicable to the Lessee or result in any breach of, or constitute a default under, or result in the creation of any lien, charge, security interest, or other encumbrance upon any assets of the Lessee or on the Equipment (as such term is defined in the Lease Agreement) pursuant to any indenture, mortgage, deed of trust, bank loan or credit agreement, or other instrument to which the Lessee is a party or by which it or its assets may be bound. Notwithstanding the foregoing, upon the due and timely filing of a financing statement in the form delivered at closing, the Lessor will have a perfected security interest in the Equipment.

This opinion may be relied upon by Lessor and purchasers and assignees of Lessor's interests in the Lease Agreement.

Respectfully submitted,

EXHIBIT H
INTENTIONALLY OMITTED

Exhibit I

EXHIBIT I

BANK-QUALIFIED DESIGNATION

City of West Covina, as lessee, (the “**Lessee**”) under that certain Equipment Lease-Purchase Agreement (the “**Lease**”) dated as of [March __, 2021] to which this Designation is attached, hereby designates the Lease as a “qualified tax-exempt obligation” for the purposes and within the meaning of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended. The Lessee hereby represents that the Lessee is a “qualified small issuer” in that it reasonably anticipates that the Lessee and other entities that the Lessee controls will not issue tax-exempt obligations (including the Lease) the aggregate principal amount of which exceed \$10,000,000 during the calendar year in which the Lease is executed and delivered and interest commences to accrue thereunder; and that the Lease is being entered into and will be used in connection with public purposes.

This Designation is attached to and made a part of the Lease and inures to the benefit of the Lessor and its successors and/or assigned.

EXECUTED as of this __ day of March, 2021.

CITY OF WEST COVINA, as Lessee

By: _____

Name: David N. Carmany

Title: City Manager

EXHIBIT J

TAX CERTIFICATE AND AGREEMENT
including
POST-ISSUANCE TAX COMPLIANCE PROCEDURES

Dated: [_____]

The following certificate is delivered in connection with the execution and delivery of the Equipment Lease-Purchase Agreement dated [March __, 2021] (the "Lease Agreement"), entered into between the City of West Covina (the "Lessee") and Alliance Funding Solutions, Inc. (the "Corporation"). Capitalized terms used herein have the meanings defined in the Lease Agreement.

Section 1. In General.

1.1. This Certificate is executed for the purpose of establishing the reasonable expectations of Lessee as to future events regarding the financing of certain equipment (the "Equipment") to be acquired by Lessor and leased to Lessee pursuant to and in accordance with the Equipment Schedule executed under the Agreement (together with all related documents executed pursuant thereto and contemporaneously herewith, the "Financing Documents"). As described in the Financing Documents, Lessor shall apply \$3,386,950.00 (the "Principal Amount") toward the acquisition of the Equipment and closing costs, and Lessee shall make Rental Payments under the terms and conditions as set forth in the Financing Documents.

1.2. The individual executing this Certificate on behalf of Lessee is an officer of Lessee delegated with the responsibility of reviewing and executing the Financing Documents, pursuant to the Governing Body's approval or other official action of Lessee adopted with respect to the Financing Documents, a copy of which has been delivered to Lessor.

1.3. The Financing Documents are being entered into for the purpose of providing funds for financing the cost of acquiring, equipping and installing the Equipment which is essential to the governmental functions of Lessee, which Equipment is described in the Equipment Schedule. The Principal Amount will be deposited in escrow by Lessor on the date of issuance of the Financing Documents and held by Santa Cruz County Bank, as escrow agent (the "Escrow Agent") pending acquisition of the Equipment under the terms of that certain Escrow Agreement dated as of [March __, 2021] (the "**Escrow Agreement**"), by and between Lessor, Lessee and Escrow Agent.

1.4. Lessee will timely file for each payment schedule issued under the Lease a Form 8038-G (or, if the invoice price of the Equipment under such schedule is less than \$100,000, a Form 8038-GC) relating to such Lease with the Internal Revenue Service in accordance with Section 149(e) of the Internal Revenue Code of 1986, as amended (the "Code").

1.5. Intentionally Omitted.

Section 2. Non-Arbitrage Certifications.

2.1. The Rental Payments due under the Financing Documents will be made with monies retained in Lessee's general operating fund (or an account or subaccount therein). No sinking, debt service, reserve or similar fund or account will be created or maintained for the payment of the Rental Payments due under the Financing Documents or pledged as security therefor.

2.2. There have been and will be issued no obligations by or on behalf of Lessee that would be deemed to be (i) issued or sold within fifteen (15) days before or after the date of issuance of the Financing Documents, (ii) issued or sold pursuant to a common plan of financing with the Financing Documents and (iii) paid out of substantially the same source of funds as, or deemed to have substantially the same claim to be paid out of substantially the same source of funds as, the Financing Documents.

2.3. Lessee does not and will not have on hand any funds that are or will be restricted, segregated, legally required or otherwise intended to be used, directly or indirectly, as a substitute, replacement or separate source of financing for the Equipment.

2.4. No portion of the Principal Amount is being used by Lessee to acquire investments which produce a yield materially higher than the yield realized by Lessor from Rental Payments received under the Financing Documents.

2.5. The Principal Amount does not exceed the amount necessary for the governmental purpose for which the Financing Documents were entered into. Such funds are expected to be needed and fully expended for payment of the costs of acquiring, equipping and installing the Equipment.

2.6. Lessee does not expect to convey, sublease or otherwise dispose of the Equipment, in whole or in part, at a date which is earlier than the final Payment Date under the Financing Documents.

Section 3. Disbursement of Funds; Reimbursement to Lessee.

3.1 It is contemplated that the entire Principal Amount will be used to pay the acquisition cost of Equipment to the vendors or manufacturers thereof or for any financial advisory or closing costs, provided that, if applicable, a portion of the principal amount may be paid to Lessee as reimbursement for acquisition cost payments already made by it so long as the conditions set forth in Section 3.2 below are satisfied.

3.2. Lessee shall not request that it be reimbursed for Equipment acquisition cost payments already made by it unless each of the following conditions have been satisfied:

- (a) If applicable, Lessee adopted a resolution or otherwise declared its official intent in accordance with Treasury Regulation § 1.150 2 (a copy of which will be provided to Lessor, if applicable, the "Declaration of Official Intent"), wherein Lessee expressed its intent to be reimbursed from the proceeds of a borrowing for all or a portion of the cost of the Equipment, which expenditure was paid to the Vendor (as defined in the Lease

Agreement) not earlier than sixty (60) days before Lessee adopted the Declaration of Official Intent;

(b) The reimbursement being requested will be made by a written allocation before the later of eighteen (18) months after the expenditure was paid or eighteen (18) months after the items of Equipment to which such payment relates were placed in service;

(c) The entire payment with respect to which reimbursement is being sought is a capital expenditure, being a cost of a type properly chargeable to a capital account under general federal income tax principles; and

(d) Lessee will use any reimbursement payment for general operating expenses and not in a manner which could be construed as an artifice or device under Treasury Regulation § 1.148-10 to avoid, in whole or in part, arbitrage yield restrictions or arbitrage rebate requirements.

Section 4. Use and Investment of Funds; Temporary Period.

4.1. Lessee has incurred or will incur, within six (6) months from the date of issuance of the Financing Documents, binding obligations to pay an amount equal to at least five percent (5%) of the Principal Amount toward the costs of the Equipment. An obligation is not binding if it is subject to contingencies within Lessee's control. The ordering and acceptance of the items of Equipment will proceed with due diligence to the date of final acceptance of the Equipment.

4.2. An amount equal to at least eighty-five percent (85%) of the Principal Amount will be expended to pay the cost of the Equipment by the end of the three-year period commencing on the date of this Certificate. No portion of the Principal Amount will be used to acquire investments that do not carry out the governmental purpose of the Financing Documents and that have a substantially guaranteed yield of four (4) years or more.

4.3. The reasonably expected economic lives of the components of the Equipment and the amount of the Principal Amount expected to be spent (cost) on each component are as follows:

Component	Expected Economic Life	Cost
[_____]	[_____]	[_____]

The weighted average maturity of principal components of the rental payments payable under the Lease Agreement is [_____] years.

4.3. (a) Lessee covenants and agrees that it will rebate an amount equal to excess earnings on the Principal Amount deposited under the Escrow Agreement to the Internal Revenue Service if required by, and in accordance with, Section 148(f) of the Code, and make the annual determinations and maintain the records required by and otherwise comply with the regulations applicable thereto. Lessee reasonably expects to cause the Equipment to be acquired by [_____].

(b) Lessee will provide evidence to Lessor that the rebate amount has been calculated and paid to the Internal Revenue Service in accordance with Section 148(f) of the Code unless either:

(i) Six-Month or Eighteen-Month Expenditure Exception Met: The entire Principal Amount and earnings thereon are expended on the Equipment by the date that is the six-month anniversary of the issuance of the Financing Documents or (ii) the Principal Amount and earnings thereon are expended on the Equipment in accordance with the following schedule: At least fifteen percent (15%) of the Principal Amount and interest earnings thereon is applied to the cost of the Equipment within six months from the date of issuance of the Financing Documents; at least sixty percent (60%) of the Principal Amount and interest earnings thereon is applied to the cost of the Equipment within 12 months from the date of issuance of the Financing Documents; and one hundred percent (100%) of the Principal Amount and interest earnings thereon is applied to the cost of the Equipment prior to eighteen (18) months from the date of issuance of the Financing Documents; or

(ii) Small Issuer Exception: (A) Lessee is a governmental unit with general taxing powers; (B) the Lease is not a "private activity bond" under Section 141 of the Code; (C) at least ninety-five percent (95%) of the Principal Amount is used for the governmental activities of Lessee; and (D) the aggregate principal amount of all tax-exempt obligations (including the Lease) issued by Lessee and its subordinate entities, if any, during the current calendar year is not reasonably expected to exceed \$5,000,000.

Section 5. Escrow Account.

The Financing Documents provide that the monies deposited in escrow shall be invested until payments to the vendor(s) or manufacturer(s) of the Equipment are due. Lessee will ensure that such investment will not result in Lessee's obligations under the Financing Documents being treated as an "arbitrage bond" within the meaning of Section 148(a) of the Internal Revenue Code of 1986, as amended (the "Code"), respectively. Any monies which are earned from the investment of these funds shall be labeled as interest earned. All such monies will be disbursed on or promptly after the date that Lessee accepts the Equipment. Lessee acknowledges that the provisions of Sections 2 and 4 herein are particularly applicable when the Principal Amount is funded into an Escrow Fund subject to the Escrow Agreement.

Section 6. No Private Use; No Private Loan.

6.1. Lessee will not exceed the private use restrictions set forth in Section 141 of the Code. Specifically, Lessee will not permit more than 10% of the Principal Amount to be used for a Private Business Use (as defined herein) if, in addition, the payment of more than ten percent (10%) of the Principal Amount plus interest earned thereon is, directly or indirectly, secured by (i) any interest in property used or to be used for a Private Business Use or (ii) any interest in payments in respect of such property or derived from any payment in respect of property or borrowed money used or to be used for a Private Business Use.

6.2 In addition, if both (A) more than five percent (5%) of the Principal Amount is used as described above with respect to Private Business Use and (B) more than five percent (5%) of the Principal Amount plus interest earned thereon is secured by Private Business Use property or payments as described above, then the excess over such five percent (5%) (the "Excess Private Use Portion") will be used for a Private Business Use related to the governmental use of the Equipment. Any such Excess Private Use Portion of the Principal Amount will not exceed the portion of the Principal Amount used for the governmental use of the particular project to which such Excess Private Use Portion is related. For purposes of this paragraph 6.2, "Private Business Use" means use of bond proceeds or bond financed-property directly or indirectly in a trade or business carried on by a natural person or in any activity carried on by a person other than a natural person, excluding, however, use by a state or local governmental unit and excluding use as a member of the general public.

6.3. No part of the Principal Amount or interest earned thereon will be used, directly or indirectly, to make or finance any loans to non-governmental entities or to any governmental agencies other than Lessee.

Section 7. No Federal Guarantee.

7.1. Payment of the principal or interest due under the Financing Documents is not directly or indirectly guaranteed, in whole or in part, by the United States or an agency or instrumentality thereof.

7.2. No portion of the Principal Amount or interest earned thereon shall be (i) used in making loans the payment of principal or interest of which are to be guaranteed, in whole or in part, by the United States or any agency or instrumentality thereof, or (ii) invested, directly or indirectly, in federally insured deposits or accounts if such investment would cause the financing under the Financing Documents to be "federally guaranteed" within the meaning of Section 149(b) of the Code.

Section 8. Miscellaneous.

8.1. Lessee shall keep a complete and accurate record of all owners or assignees of the Financing Documents in form and substance satisfactory to comply with the registration requirements of Section 149(a) of the Code unless Lessor or its assignee agrees to act as Lessee's agent for such purpose.

8.2. Lessee shall maintain complete and accurate records establishing the expenditure of the Principal Amount and interest earnings thereon for a period of three (3) years after payment in full under the Financing Documents.

8.3. To the best of the undersigned's knowledge, information and belief, the above expectations are reasonable and there are no other facts, estimates or circumstances that would materially change the expectations expressed herein.

8.4. The Lessee's Tax Identification Number is: 95-6000810.

IN WITNESS WHEREOF, this Tax Certificate and Agreement, including Post-Issuance Tax Compliance Procedures, has been executed on behalf of Lessee as of [March __, 2021].

CITY OF WEST COVINA

By _____
Name: David N. Carmany
Title: City Manager

EXHIBIT K
ESCROW AGREEMENT

LESSOR:

Alliance Funding Solutions, Inc.
12520 High Bluff Drive, Suite 345
San Diego, California 92130

ESCROW AGENT:

Santa Cruz County Bank
75 River Street
Santa Cruz, California 95060

LESSEE:

City of West Covina
1444 W Garvey Avenue S
West Covina, California, 91790
Attention: David N. Carmany and Sandra
Galvez

THIS ESCROW AGREEMENT (this "Escrow Agreement") is made as of [March __, 2021], between Alliance Funding Solutions, Inc. ("Lessor"), the City of West Covina ("Lessee"), and Santa Cruz County Bank (the "Escrow Agent").

Lessor and Lessee have heretofore entered into that certain Equipment Lease-Purchase Agreement and Equipment Schedule both dated [March __, 2021] (the "Lease Agreement").

The Lease Agreement contemplates that Lessor will deposit with the Escrow Agent the amount of \$3,386,950.00 (the "Deposit Amount"), for deposit into the escrow fund (the "Escrow Fund"), to be held in escrow by the Escrow Agent and applied on the express terms and conditions set forth herein. Such deposit into the Escrow Fund, together with all interest and additions received with respect thereto, is to be applied from time to time to pay the vendor(s) or manufacturer(s) of the Equipment (as defined in the Lease Agreement) its invoice cost (a portion of which may, if required, be paid prior to final acceptance of the Equipment by Lessee). The Escrow Fund is to be held for the account and benefit of Lessee, and Lessee has granted to Lessor a first priority and perfected lien on and security interest in the Escrow Fund and any all proceeds, interest and other earnings thereon and investments therein to the Lessor by virtue of the execution of this Escrow Agreement and the Lease Agreement without the need for any additional filings or financing statements.

The parties desire to set forth the terms on which the escrow is to be created and to establish the rights and responsibilities of the parties hereto.

NOW, THEREFORE, the parties agree as follows:

1. The Escrow Agent hereby agrees to serve as escrow agent upon the terms and conditions set forth herein.
2. There is hereby created a special account to be known as the "City of West Covina Escrow Fund" (the "Escrow Fund") to be held in trust by the Escrow Agent for the purposes stated

herein, for the benefit of Lessor and Lessee, to be held, disbursed and returned in accordance with the terms hereof. The Escrow Agent agrees that the Escrow Fund shall be held irrevocably in trust for the account and benefit of Lessee and all interest earned with respect to the Escrow Fund shall accrue to the benefit of Lessee and shall be applied as expressly set forth herein.

To the limited extent required to perfect the first, priority security interest granted by Lessee to Lessor in the cash and negotiable instruments from time to time held in the Escrow Fund, Lessor hereby appoints the Escrow Agent as its security agent, and the Escrow Agent hereby accepts the appointment as security agent, and agrees to hold physical possession of such cash and negotiable instruments on behalf of Lessor.

3. On the Commencement Date (as defined in the Lease Agreement), Lessor shall deposit with the Escrow Agent the amount of the Deposit Amount to be held by the Escrow Agent on the express terms and conditions set forth herein. The Escrow Agent agrees to accept the deposit of the Deposit Amount by Lessor with the Escrow Agent, and further agrees to hold the amount so deposited together with all interest and other additions received with respect thereto in escrow on the express terms and conditions set forth herein.
4. The Escrow Agent shall at all times segregate the Escrow Fund into an account maintained for that express purpose, which shall be clearly identified on the books and records of the Escrow Agent as being held in its capacity as Escrow Agent. Securities and other negotiable instruments held in the Escrow Fund from time to time shall be held or registered in the name of the Escrow Agent (or its nominee). The Escrow Fund shall not, to the extent permitted by applicable law, be subject to levy or attachment or lien by or for the benefit of any creditor of any of the parties hereto (except with respect to the security interest therein held by Lessor).
4. Lessee hereby directs the Escrow Agent to invest the cash held in the Escrow Fund from time to time in a Santa Cruz County Bank non-interest bearing demand deposit account with no fees or costs or, in the event such fund is not at the time available, such other investments as Lessee may specify in writing, to the extent the same are at the time legal for investment of the funds being invested. Interest or other amounts earned and received by the Escrow Agent with respect to the Escrow Fund shall be deposited in and become a part of the Escrow Fund. No investment shall be made that would cause the Lease Agreement to be deemed to be an arbitrage bond within the meaning of Section 148(a) of the Internal Revenue Code of 1986, as amended.
5. Lessor and Lessee hereby authorize the Escrow Agent to take the following actions with respect to the Escrow Fund:
 - a. From time to time, the Escrow Agent shall pay the vendor or manufacturer of the Equipment payments then due and payable, or reimburse Lessee for amounts that it has paid to the vendor or manufacturer of the Equipment, upon receipt of the following: (a) a duly executed Certificate of Acceptance and Payment Request in the form attached as Exhibit A hereto executed by the Lessor and Lessee, (b) the vendor(s) or manufacturer(s) invoice(s) specifying the acquisition price of the

Equipment described in the requisition request, and (c) any additional documentation required by Lessor.

- b. If Lessor provides to the Escrow Agent written notice of the occurrence of an Event of Default or an Event of Nonappropriation by Lessee under the Lease Agreement, the Escrow Agent shall thereupon promptly remit to Lessor the entire balance of the Escrow Fund.
 - c. Upon receipt by the Escrow Agent of a duly executed Certificate of Acceptance and Payment Request identified as the final such request, the Escrow Agent shall transfer the then remaining balance of the Escrow Fund to Lessee, upon the express condition that Lessee hereby agrees to use such excess amount solely for capital expenditures as shall be approved by Lessor or, at the written direction of Lessor, for application against the interest component of the Lessee's payment obligation under the Lease Agreement, as provided therein, unless otherwise agreed by Lessor.
6. The Escrow Agent shall have no liability for acting upon any written instruction presented by Lessee and Lessor in connection with this Escrow Agreement that the Escrow Agent in good faith believes to be genuine. Furthermore, the Escrow Agent shall not be liable for any act or omission in connection with this Escrow Agreement except for its own gross negligence, willful misconduct, or bad faith. The Escrow Agent shall not be liable for any loss or diminution in value of the Escrow Fund as a result of the investments made pursuant to Section 4.
7. To the extent authorized by law, Lessee hereby agrees to indemnify and save the Escrow Agent harmless against any liabilities that it may incur in the exercise and performance of its powers and duties hereunder and that are not due to the Escrow Agent's gross negligence or willful misconduct. No indemnification will be made under this Section or elsewhere in this Escrow Agreement for damages arising solely out of gross negligence, willful misconduct, or bad faith by the Escrow Agent, its officers, agents, employees, successors or assigns.
8. The Escrow Agent may at any time resign by giving at least 30 days' prior written notice to Lessee and Lessor, but such resignation shall not take effect until the appointment of the successor Escrow Agent. The substitution of another bank or trust company to act as Escrow Agent under this Escrow Agreement may occur by written agreement of Lessor and Lessee. In addition, the Escrow Agent may be removed at any time, with or without cause, by instrument in writing executed by Lessor and Lessee. Such notice shall set forth the effective date of the removal. In the event of any resignation or removal of the Escrow Agent, a successor Escrow Agent shall be appointed by an instrument in writing executed by Lessor and Lessee. Such successor Escrow Agent shall indicate its acceptance of such appointment by an instrument in writing delivered to Lessor, Lessee and the predecessor Escrow Agent.

Upon the effective date of resignation or removal, the Escrow Agent will transfer the Escrow Fund then held by it to the successor Escrow Agent selected by Lessor and Lessee.

9. This Escrow Agreement shall terminate upon receipt by the Escrow Agent of the written notice from Lessor specified in Section 5(b) or Section 5(c) hereof.
10. All notices hereunder shall be in writing, sent by certified mail, return receipt requested, or by mutually recognized overnight carrier addressed to the other party at its respective address shown on page 1 of this Escrow Agreement or at such other address as such party shall from time to time designate in writing to the other parties; and shall be effective on the date of receipt.
11. This Escrow Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors and assigns. No rights or obligations of the Escrow Agent under this Escrow Agreement may be assigned without the prior written consent of Lessor and Lessee.
12. This Escrow Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof, and no waiver, consent, modification, or change of terms hereof shall bind any party unless in writing signed by all parties.
13. The Escrow Agent may employ agents, attorneys and accountants in connection with its duties hereunder and shall not be liable for any action taken or omitted in good faith in accordance with the advice of counsel, accountants, or other skilled persons.
14. This Escrow Agreement shall be governed by and be construed and interpreted in accordance with the internal laws of the State of California.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Escrow Agreement to be duly executed as of the day and year first above set forth.

LESSOR: ALLIANCE FUNDING SOLUTIONS,
INC.

LESSEE: CITY OF WEST COVINA

By: _____
Name: Brad Chapman
Title: President

By: _____
Name: David N. Carmany
Title: City Manager

ESCROW AGENT: SANTA CRUZ COUNTY BANK

By: _____
Name: Chris Van Zanen
Title: AVP Relationship Manager

EXHIBIT A TO ESCROW AGREEMENT

CERTIFICATE OF ACCEPTANCE AND PAYMENT REQUEST

The following payment request is directed to Santa Cruz County Bank (the "Escrow Agent"), as escrow agent under that certain Escrow Agreement dated [March __, 2021] (the "Escrow Agreement"), between the City of West Covina ("Lessee"), Alliance Funding Solutions, Inc. ("Lessor"), and the Escrow Agent.

The Escrow Agent is hereby requested to pay from the Escrow Fund established and maintained under the Escrow Agreement the amount set forth below to the named payee(s). The amount shown is due and payable under a purchase order or contract (or has been paid by and not previously reimbursed to Lessee). The equipment described below is part or all of the Equipment leased pursuant to that certain Equipment Lease-Purchase Agreement dated [March __, 2021] (the "Lease Agreement"), between Lessor and Lessee:

DESCRIPTION OF UNITS OF			
QUANTITY	EQUIPMENT	AMOUNT	PAYEE
[_____]	[_____]	[_____]	[_____]

Lessee hereby certifies and represents to and agrees with Lessor as follows with respect to the Equipment described above: (i) the Equipment has been delivered to the location(s) set forth in the Lease Agreement; (ii) a present need exists for the Equipment, which need is not temporary or expected to diminish in the near future; (iii) the Equipment is essential to and will be used by Lessee only for the purpose of performing one or more governmental functions of Lessee consistent with the permissible scope of Lessee's authority; (iv) the estimated useful life of the Equipment based upon the manufacturer's representations and Lessee's projected needs is not less than the term of the Lease Agreement; (v) Lessee has conducted such inspection and/or testing of the Equipment as it deems necessary and appropriate and hereby acknowledges that it accepts the Equipment for all purposes as of the date of this Certificate; (vi) the Equipment is covered by insurance in the types and amounts required by the Lease Agreement; (vii) no Event of Default or Event of Nonappropriation, as those terms are defined in the Lease Agreement, and no event that with the giving of notice or lapse of time or both, would become an Event of Default or an Event of Nonappropriation, has occurred and is continuing on the date hereof; and (viii) sufficient funds have been appropriated by Lessee for the payment of all rental payments due under the Lease Agreement during Lessee's current Fiscal Year.

Based on the foregoing, the Escrow Agent is hereby authorized and directed to fund the acquisition of the Equipment set forth above by paying, or causing to be paid, the manufacturer(s)/vendor(s) the amounts set forth on the attached invoices from the Escrow Fund held under the Escrow Agreement in accordance with its terms.

The following documents are attached hereto and made a part hereof: (a) Original

Invoice(s) and (b) Copies of Certificate(s) of Ownership, designating Lessor as legal owner, and evidence of filing.

[Remainder of page intentionally left blank]

IF REQUEST IS FINAL REQUEST, CHECK HERE ☐. The undersigned hereby certifies that the items of Equipment described above, together with the items of Equipment described in and accepted by Certificates of Acceptance and Payment Requests previously filed by Lessee with Lessor constitute all of the Equipment subject to the Lease Agreement.

Date: _____

Approved:

ALLIANCE FUNDING SOLUTIONS, INC., CITY OF WEST COVINA, as Lessee
as Lessor

By: _____
Name: Brad Chapman
Title: President

By: _____
Name: David N. Carmany
Title: City Manager

SCHEDULE A TO ESCROW AGREEMENT

NOTICE AND ACKNOWLEDGEMENT OF ASSIGNMENT OF ESCROW AGREEMENT

Alliance Funding Solutions, Inc. ("Lessor"), City of West Covina ("Lessee"), and Santa Cruz County Bank ("Escrow Agent") have entered into an Escrow Agreement dated [March __, 2021] (the "Escrow Agreement"), pursuant to which Lessor, or its Assignee (as defined below), has deposited cash into the Escrow Fund established thereunder, which funds are to be used by Lessee to acquire certain Equipment.

Escrow Agent is hereby notified that Lessor has assigned all of its right, title, and interest in and to, but not its obligations under, the Escrow Agreement to Santa Cruz County Bank ("Assignee"), including, in particular, but without limitation, Lessor's security interest in the Escrow Fund and Lessor's right to approve all payment requests submitted by Lessee.

Date: [March __, 2021]

LESSOR: ALLIANCE FUNDING SOLUTIONS, INC. LESSEE: CITY OF WEST COVINA

By: _____
Name: Brad Chapman
Title: President

By: _____
Name: David N. Carmany
Title: City Manager

ESCROW AGENT: SANTA CRUZ COUNTY BANK

By: _____
Name: Chris Van Zanen
Title: AVP Relationship Manager

EXHIBIT L

**CITY COUNCIL MEETING MINUTES FROM MEETING
HELD ON [_____], 2021**

EXHIBIT M
IRS FORM 8038-G

EXHIBIT N

CLOSING MEMORANDUM

**\$3,386,950.00 LEASE FOR SOLAR EQUIPMENT
PURSUANT TO THAT EQUIPMENT LEASE-PURCHASE AGREEMENT AND EQUIPMENT SCHEDULE
THERE TO BOTH DATED [MARCH __, 2021]
BETWEEN CITY OF WEST COVINA, AS LESSEE, AND
ALLIANCE FUNDING SOLUTIONS, INC., AS LESSOR**

Pre-Closing: Pre-Closing will be held at the Lessee's convenience, on or before [March __, 2021]. All documents will be executed and two originals will be overnighted to Alliance Funding Solutions, Inc., Attn: Brad Chapman 12520 High Bluff Drive, Suite 345, San Diego, California 92130, for delivery no later than 9:00 am on the morning of [March __, 2021] and held in trust until such time as the wires and original documents are released by the Parties.

Closing: (1) By wire transfer and pending receipt of original, executed Lease Documents, on the morning of [March __, 2021], the Escrow Agent is authorized by Lessee to transfer via internal credit the Total Equipment Cost (as set forth below) to Escrow Agent, pursuant to a general ledger credit to the Escrow Account as follows:

Bank Name: [_____]
ABA No: [_____]
Account No [_____]
Account Name: [_____]

(2) By wire transfer and pending receipt of original, executed Lease Documents, on the morning of [March __, 2021], the Escrow Agent is authorized by Lessee to transfer via wire the Issuance Costs (as defined below) to Lessor as follows:

Bank Name: [_____]
ABA Number: [_____]
Account Number: [_____]
Account Name: [Alliance Funding Solutions, Inc.]

Alliance Funding Solutions, Inc. will confirm disbursement of funds to the Lessee's escrow account and then release all of the original documents held in trust to the investor and forward a copy to the Lessee.

Sources and Uses of Funds:

Principal Amount of Lease \$[3,386,950.00]

TOTAL SOURCES \$[3,386,950.00]

Total Equipment Cost: \$[3,381,950.00]

Issuance Costs: \$5,000.00

TOTAL LEASE PROCEEDS

\$[3,386,950.00]

Attest:

CITY OF WEST COVINA

By: _____

Name: David N. Carmany

Title: City Manager



AGENDA STAFF REPORT

City of West Covina | Office of the City Manager

DATE: April 6, 2021

TO: Mayor and City Council

FROM: David Carmany
City Manager

**SUBJECT: CONSIDERATION OF APPEAL OF THE PLANNING COMMISSION'S APPROVAL OF
CONDITIONAL USE PERMIT (CUP) NO. 20-07, SLIGHT MODIFICATION NO. 20-01 AND
SUBCOMMITTEE FOR DESIGN REVIEW NO. 20-36 AT 1208 S. HOLLENCREST DRIVE.**

RECOMMENDATION:

It is recommended that the City Council conduct a public hearing and thereafter adopt the following Resolutions:

RESOLUTION NO. 2021-21: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, UPHOLDING THE PLANNING COMMISSION'S DECISION AND APPROVING CONDITIONAL USE PERMIT NO. 20-07 AND SUBCOMMITTEE FOR DESIGN REVIEW NO. 20-36 AT 1208 S. HOLLENCREST DRIVE

RESOLUTION NO. 2021-22: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, UPHOLDING THE PLANNING COMMISSION'S DECISION AND APPROVING SLIGHT MODIFICATION NO. 20-01 AT 1208 S. HOLLENCREST DRIVE

BACKGROUND:

REQUEST

The applicant, Gerardo Limon, submitted an application for Conditional Use Permit No. 20-07, Slight Modification No. 20-01, and Subcommittee for Design Review No. 20-36 at 1208 S. Hollencrest Drive to allow for the construction of a 1,644-square foot second-story addition, a 654-square foot single-story addition, 952-square foot 3-car garage to replace the existing 2-car garage, and a 520-square foot balcony to the existing 4,344-square foot two-story single-family residence. The proposed house will have a total floor area of 7,160-square feet, exceeding the 5,000 square feet maximum unit size administrative use permit threshold. The Slight Modification allows for the proposed addition to exceed the maximum 25-foot building height by 2 feet in order to be consistent with the height of the existing two-story residence.

PLANNING COMMISSION DECISION

On February 23, 2021, the Planning Commission held a continued public hearing to consider the request and voted 4-1 to approve the project (Commissioner Williams with the dissenting vote) with an added condition of approval to frost the bathroom window located on the southwest side of the proposed second-floor addition.

PLANNING COMMISSION REVIEW

This project was initially reviewed by the Planning Commission on November 10, 2020. During the public hearing one neighbor spoke in opposition to the project. The Planning Commission continued the item to December 8, 2020 with direction to the applicant to install story poles and to provide a line of sight view property cross-section to show that the project will not obstruct any neighboring views. Since the project presented two different roof design options, the Planning Commission's direction regarding the story poles was to provide a general framework that would illustrate the "footprint" of the second-story addition and the height of the structure.

At the December 8, 2020 Planning Commission meeting, the Planning Commission continued the item to a date uncertain at staff's request because story poles were not installed and plans were not submitted prior to the Planning Commission packet distribution date.

The applicant installed the story poles and submitted plans that included a line of sight cross-section from the neighboring property to the east. Please note that the property owner has since removed the story poles. The applicant confirmed that the story poles were removed for safety reasons in anticipation of the storm and high-winds that we had in March. Since the installation of story poles are not a Code requirement for two-story additions, the story poles were not reinstalled after the storm.

On January 26, 2021, the Planning Commission held a duly advertised public hearing. During the public hearing, three members of the public spoke in opposition of the project with concerns regarding the size of the proposed house. In addition, the Planning Commission was presented with a petition signed by neighbors in opposition of the project. The Planning Commission continued the item to a date certain of February 23, 2021 with direction to staff to talk to the applicant and City Attorney regarding the possibility of including a Condition of Approval to prohibit the future addition of an ADU/JADU and to verify the potential of not requiring the expansion of the garage (into a three-car garage).

During the hearing February 23, 2021 Planning Commission meeting, staff presented the Planning Commission with information regarding State Law prohibiting municipalities from restricting the construction of ADUs, the West Covina Municipal Code requirement pertaining to garage expansions, and data of previous Conditional Use Permit approvals for large homes. In addition, a redesigned project was presented. The applicant reduced the size of the proposed house by 305 square feet, from 7,465 square feet to 7,160 square feet. The proposed first-floor addition was reduced from 734 square feet to 654 square feet, while the proposed second-floor addition was reduced from 1,868 square feet to 1,644 square feet. This reduction in size was not part of the Planning Commission's direction, but was proactively done by the applicant to address concerns that were brought up during Planning Commission discussion at the January 26th meeting. Two neighbors spoke in opposition of the project, with one neighbor presenting the Planning Commission an updated petition signed by neighboring property owners in opposition of the project (Attachment No. 11)

APPEAL

On March 3, 2021, an appeal was filed by Karla Pizano and Carlos Garay (together, "appellant") regarding the Planning Commission's decision. The appeal was filed because the appellant believes that the incorrect window was required to be frosted by the Planning Commission. The appellant would like the second-floor windows on the northwest elevation frosted in order to conserve their privacy.

Section 26-212(f) and (g) of the West Covina Municipal Code specifies that the City Council shall conduct a public hearing on the appeal and shall hear the appeal as a de novo hearing. The City Council may approve, deny, or modify the matter appealed.

LEGAL NOTICE

Legal notice was timely published in the San Gabriel Valley Tribune, posted on the City's Website, and was mailed to owners and occupants of properties located within 300 feet of the subject sites at least 10 days prior to the hearing. In addition, both the appellant and applicant were notified of the public hearing.

DISCUSSION:

The project site is in the "Single-Family Residential" (R-1) zone, Area District III. The neighborhood is characterized with two-story and/or split-level homes on hillside lots with building pads above street level. The project involves the construction of a 1,644-square foot second-story addition, a 654-square foot single-story addition, a 952-square foot 3-car garage to replace the existing 2-car garage, and a 520-square foot balcony. The total proposed net addition to the existing house is 2,730 square feet (1st floor addition + 2nd floor addition + garage addition, minus credit for existing garage).

Although the project is significantly larger in floor area than other homes in the neighborhood on comparable size lots, due to the unique topography of the site, staff is not opposed to the size of the proposed home. The subject lot's building pad is at a higher elevation than the street and the addition would not be readily visible from pedestrians and vehicles passing by on Hollencrest Drive, therefore the visual scale and massing presented by the addition directly off-site views (Hollencrest Drive and adjacent neighbors) is insignificant. The neighboring property directly to the south is the Suburban Water company property. The neighboring home directly to the east is located at a higher elevation with predominate hill side views to the north. While the proposed addition would impair westerly views from the east neighbor's driveway, the City does not have view protection laws.

Staff visited the project site and took pictures of the existing down slope views and views from a ladder at the approximate height of the second-floor addition (Attachment No. 12). The proposed addition would not intensify any neighboring views that are already visible from the street and/or existing down slope views. The project would not cause any privacy impacts to the surrounding neighbors.

Conditional Use Permit (CUP)

All projects exceeding the maximum unit size above/greater than 25-percent require approval of a Conditional Use Permit. The project exceeds this 25-percent threshold by 2,160 square feet. The table below illustrates how the size of the revised house compares to the previous design, existing house, and code standards.

Existing House	Revised Design	Previous Design	Maximum Unit Size	+25% CUP Threshold
4,344 sq. ft. (includes 434 sq ft. garage)	7,160 sq. ft. (includes 952 sq. ft. garage)	7,465 sq. ft. (includes 952 sq. ft. garage)	4,000 sq. ft. (attached garage included)	5,000 sq. ft. (attached garage included)

It has been the City's practice for over 10 years to include the size of an attached garage towards the maximum unit size calculation. Section 26-401.5(c) of the West Covina Municipal Code states "attached accessory structures, including, but not limited to, accessory habitable quarters, accessory dwelling units, and garages, shall be included in the twenty-five (25) percent figure."

Garage Expansion Requirement

As directed by the Planning Commission, staff and the City Attorney's office reviewed the WCMC pertaining to the requirement for a three-car garage and found that this requirement was adopted by the City Council on January 21, 2014 (Ordinance No. 2254). Per Section 26-402(e)(1) of the WCMC, the expansion of an existing single-family structure which exceeds the maximum permitted for a lot would require the expansion of the garage to conform to the current Code requirement (three-car garage for homes with a gross floor area of 4,500 square feet or greater, or with 5 or more bedrooms; each garage space is required to be 10 feet wide by 20 feet deep).

Slight Modification

The applicant is also requesting a Slight Modification to exceed the maximum 25-foot building height by 2 feet in order to continue the height of the existing house. The existing house is 27'-0" in height as measured from the lowest adjacent grade to the top of the ridge, the proposed addition will be the same height as the existing house. Since the existing house is long-standing, granting of the slight modification is necessary to accommodate the addition.

Subcommittee for Design Review

Since the Conditional Use Permit application required Planning Commission review and approval, the design review aspect of the project was forwarded to the Planning Commission to promote efficiency in project review. The design of the addition is consistent with the architectural style of the existing house.

REQUIRED FINDINGS:

Conditional Use Permit

Before an application for a conditional use permit may be granted, the following findings must be made:

1. The lot and proposed development is consistent with the general plan, zoning, and meets all other applicable code requirements.

The lot and proposed building are consistent with the Residential Low (1.1-2.0 dwelling units per acre) General Plan designation and "Single Family Residential" (R-1) zoning in that it consists of an addition to an existing single-family home. The project meets all applicable requirements of the "Single Family Residential" (R-1) Zone, Area District III.

2. The development utilizes building materials, color schemes and a roof style which blend with the existing structure, if any, and results in a development which is harmonious in scale and mass with the surrounding residences.

The roof design for the proposed addition blends with the existing structure and is consistent with the architectural style of the existing house and homes in the neighborhood. The proposed addition is harmonious in scale and mass with surrounding residences given that all properties directly abutting the project site are developed with two-story homes. The visual scale and massing presented by the addition from Hollencrest Drive and abutting residential properties is insignificant due to the topography of the site; the building pad is higher than the street and the addition would not be readily visible from pedestrians and vehicles passing by (on Hollencrest Drive), while the neighboring home directly to the east is located on a higher elevation with hill side views directed north, the neighboring property directly south is the Suburban Water company property. Distant uphill views of the addition from lower streets are expected for hillside properties.

3. The development is sensitive and not detrimental to convenience and safety of circulation for pedestrians and vehicles.

The existing house is accessible from an existing driveway on Hollencrest Drive and the addition will not negatively impact circulation or safety for pedestrians and vehicles. The subject property is developed with setbacks greater than or equal to the minimum required by the Municipal Code. The proposed house with additions does not have any effect on the convenience and safety of circulation for pedestrians or vehicles in that it will not result in any visual obstructions adjacent to a right-of-way that would affect convenience and safety of circulation for pedestrians and vehicles.

4. The development can be adequately served by existing or required infrastructure and services.

The lot is adequately served by existing infrastructure (streets, sewer, water, etc.). The proposed additions are not anticipated to require additional infrastructure or services beyond that provided for the existing residences nearby. Therefore, the development can be adequately served by existing infrastructure and services.

5. The design of the structure has given consideration to the privacy of surrounding properties through the usage and placement of windows and doors, cantilevers, decks, balconies, minimal retaining walls, trees and other buffering landscaping materials.

The design of the house has given consideration to the privacy of the surrounding properties in that the area. The area consists of both single-story and second-story homes on hillside lots with sloped topography. The existing house is two-stories. The majority of all large windows on the proposed addition are facing the side and rear of the house which overlooks the street.

6. The development is sensitive to the natural terrain, minimizes necessary grading, de-emphasizes vertical massing which could disrupt the profile of a natural slope, and does not impede any scenic vistas or views open to the public or surrounding properties.

The proposal is sensitive to the natural terrain in that there are no major terrain modifications. Any necessary precise grading for construction will require that a grading permit be obtained from the Engineering Division. The project proposes remodeling of an existing house and a second-story addition that would not impede any scenic vistas. The neighboring home directly to the east is located at a higher elevation with predominate hill side views to the north. While the proposed addition would impair westerly views from the east neighbor's driveway, the City does not have view protection laws.

Slight Modification

Before an application for a slight modification may be granted, the following findings must be made:

1. There are special circumstances (which may include, but are not limited to, size, shape, topography, location or surroundings) applicable to the property which are not applicable to other property in the property's vicinity under identical zoning classification.

The existing second-story home is over-height and is 27 feet tall; this nonconforming situation on site is longstanding. The proposed second-story addition will match the height of the existing house in order to integrate the addition to the existing structure.

2. As a result of the special circumstances, the strict application of the zoning ordinance deprives the property of meaningful privileges enjoyed by other property in the vicinity and under identical zoning classification.

Given that the existing house exceeds the 25-foot height limit for single-family residential homes by two feet, the approval of a slight modification to allow the addition to exceed the 25-foot height limit is necessary in order for the addition to match the height of the existing house and architecturally integrate/blend well with the existing structure.

3. Such variance is necessary to allow the property in question to have the same substantial property right possessed by other property in the same vicinity and zone.

The slight modification is necessary to allow for the proposed addition to be consistent with the previously approved second-story.

4. The granting of such variance will not be materially detrimental to the public welfare or materially injurious to residents or owners of nearby properties.

Granting the slight modification will not be materially detrimental or injurious to nearby property owners as the

existing house is longstanding and already exceeds the 25-foot height limitation by 2 feet. The addition will match the height of the existing house and building permits will be obtained to allow for the addition.

5. That the granting of such variance shall be consistent with the adopted general plan and any applicable specific plans.

The General Plan land use designation for the site is Neighborhood - Low Density Residential. The height variance is consistent with the General Plan land use designation in that it will not impact the use or increase the density of the site.

6. The variance does not authorize a use or activity which is not otherwise expressly authorized by the zoning regulations governing the parcel of property.

The property is located in the Single-Family Residential zone and is developed with a single-family residential home. The height variance will not change the single-family residential use and zoning of the lot.

LEGAL REVIEW:

The City Attorney's Office has reviewed the resolutions and approved them as to form.

OPTIONS:

The City Council has the following options:

1. Deny the appeal and uphold the Planning Commission's approval of Conditional Use Permit No. 20-07/Subcommittee for Design Review No. 20-36 and Slight Modification No. 20-01; or
2. Deny the appeal and uphold the Planning Commission's approval of Conditional Use Permit No. 20-07/Subcommittee for Design Review No. 20-36 and Slight Modification No. 20-01 with modifications to the conditions of approval; or
3. Approve the appeal and overturn the Planning Commission's approval of Conditional Use Permit No. 20-07/Subcommittee for Design Review No. 20-36 and Slight Modification No. 20-01; or
4. Continue the hearing to the May 4, 2021 City Council Meeting with direction to the applicant to revise plans.

ENVIRONMENTAL REVIEW:

The proposal is considered to be categorically exempt, pursuant to Sections 15301 (Class 1, Existing Facilities) and 15303 (New Construction or Conversion of Small Structures) of the California Environmental Quality Act (CEQA), as the proposal involves the remodel and additions to an existing structure.

Prepared by: Jo-Anne Burns, Planning Manager

Fiscal Impact

FISCAL IMPACT:

The addition will be reported to the Los Angeles County Assessor's Office. The Los Angeles County Assessor's Office will reassess the property taxes for the lot due to the addition, and the City will receive its share of the reassessed value. Staff time was incurred in the preparation of the report, which falls under the normal course work and is partially reimbursed by the appeal fee.

Attachments

Attachment No. 1 - Resolution No. 2021-21

Attachment No. 2 - Resolution No. 2021-22

Attachment No. 3 - Planning Commission CUP Approval Resolution

Attachment No. 4 - Planning Commission Slight Modification Approval Resolution

Attachment No. 5 - February 23 2021 Staff Report

Attachment No. 6 - Feb 23, 2021 Minutes (Excerpt)

Attachment No. 7 - January 26 2020 Staff Report

Attachment No. 8 - Jan 26, 2021 Minutes (Excerpt)

Attachment No. 9 - November 10, 2020 Staff Report

Attachment No. 10 - Nov 10, 2020 Meeting Minutes (Excerpt)

Attachment No. 11 - Neighbor Petition in Opposing

Attachment No. 12 - Site Photograph

CITY COUNCIL GOALS & OBJECTIVES: Enhance the City Image and Effectiveness

RESOLUTION NO. 2021-21

**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF WEST COVINA, CALIFORNIA,
UPHOLDING THE PLANNING COMMISSION'S
DECISION AND APPROVING CONDITIONAL USE
PERMIT NO. 20-07 AND SUBCOMMITTEE FOR
DESIGN REVIEW NO. 20-36 AT 1208 S.
HOLLENCREST DRIVE**

WHEREAS, the applicant, Gerardo Limon, filed with this City a verified application on the forms prescribed by the City requesting approval of a conditional use permit under the provisions of Chapter 26, Article VI of the West Covina Municipal Code, to allow:

A “Large Home” that exceeds the maximum unit size by more than 25 percent

On that certain property described as follows:

Assessor's Parcel No. 8493-010-017, as listed in the records of the office of the Los Angeles County Assessor; and

WHEREAS, the Planning Commission, upon giving the required notice, did on November 10, 2020, January 26, 2021, and February 23, 2021 conduct duly advertised public hearings as prescribed by law to consider said application; and

WHEREAS, on March 3, 2021, Karla Pizano and Carlos Garay (together, “appellant”) filed an appeal of the Planning Commission’s decision with the City; and

WHEREAS, the City Council upon giving the required notice, did on April 6, 2021, conduct a duly noticed public hearing to consider the appeal and conditional use permit application; and

WHEREAS, studies and investigations made by the City Council and on its behalf reveal the following:

1. The applicant is proposing to construct a 1,644-square foot second-story addition, a 654-square foot single-story addition, 952-square foot 3-car garage to replace the existing 2-car garage, and a 520-square foot balcony to the existing 4,344-square foot second-story single-family residence. The proposed house will have a total floor area of 7,160-square feet.
2. Findings necessary for approval of a conditional use permit for a “Large Home” as follows:

- a. The lot and proposed development is consistent with the general plan, zoning and meets all other applicable code requirements.
 - b. The development utilizes building materials, color schemes and a roof style which blend with the existing structure, if any, and results in a development which is harmonious in scale and mass with surrounding residences.
 - c. The development is sensitive and not detrimental to convenience and safety of circulation for pedestrians and vehicles.
 - d. The development can be adequately served by existing or required infrastructure and services.
 - e. The design of the structure has given consideration to the privacy of surrounding properties through the usage and placement of windows and doors, cantilevers, decks, balconies minimal retaining walls, trees and other buffering landscaping materials.
 - f. The development is sensitive to the natural terrain, minimizes necessary grading, de-emphasizes vertical massing which could disrupt the profile of a natural slope and does not impede any scenic vistas or views open to the public or surrounding properties.
3. The proposal is considered to be categorically exempt, pursuant to Section 15301 (Class 1, Existing Facilities) of the California Environmental Quality Act (CEQA) since the applications consist of a remodel of an existing structure.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF WEST COVINA CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. On the basis of the evidence presented, both oral and documentary, the City Council makes the following findings:

- a. The lot and proposed building are consistent with the Residential Low (1.1-2.0 dwelling units per acre) General Plan designation and "Single Family Residential" (R-1) zoning in that it consists of an addition to an existing single-family home. The project meets all applicable requirements of the "Single Family Residential" (R-1) Zone, Area District III.
- b. The roof design for the proposed addition blends with the existing structure and is consistent with the architectural style of the existing house and homes in the neighborhood. The proposed addition is harmonious in scale and mass with surrounding residences given that all properties directly abutting the project site are developed with two-story homes. The visual scale and massing presented by the addition from Hollencrest Drive and abutting residential properties is insignificant due to the topography of the site; the building pad is higher than the

street and the addition would not be readily visible from pedestrians and vehicles passing by (on Hollencrest Drive), while the neighboring home directly to the east is located on a higher elevation with hill side views directed north, the neighboring property directly south is the Suburban Water company property. Distant uphill views of the addition from lower streets are expected for hillside properties.

- c. The existing house is accessible from an existing driveway on Hollencrest Drive and the addition will not negatively impact circulation or safety for pedestrians and vehicles. The subject property is developed with setbacks greater than or equal to the minimum required by the Municipal Code. The proposed house with additions does not have any effect on the convenience and safety of circulation for pedestrians or vehicles in that it will not result in any visual obstructions adjacent to a right-of-way that would affect convenience and safety of circulation for pedestrians and vehicles.
- d. The lot is adequately served by existing infrastructure (streets, sewer, water, etc.). The proposed additions are not anticipated to require additional infrastructure or services beyond that provided for the existing residences nearby. Therefore, the development can be adequately served by existing infrastructure and services.
- e. The design of the house has given consideration to the privacy of the surrounding properties in that the area. The area consists of both single-story and second-story homes on hillside lots with sloped topography. The existing house is two-stories. The majority of all large windows on the proposed addition are facing the side and rear of the house which overlooks the street.
- f. The proposal is sensitive to the natural terrain in that there are no major terrain modifications. Any necessary precise grading for construction will require that a grading permit be obtained from the Engineering Division. The project proposes remodeling of an existing house and a second-story addition that would not impede any scenic vistas. The neighboring home directly to the east is located at a higher elevation with predominate hill side views to the north. While the proposed addition would impair westerly views from the east neighbor's driveway, the City does not have view protection laws.

SECTION 2. Pursuant to all of the evidence presented, both oral and documentary, and further based on the findings above, the City Council upholds the decision of the Planning Commission, and Conditional Use Permit No. 20-07 is approved subject to the provisions of the West Covina Municipal Code, provided that the physical development of the herein described property shall conform to said plan and the conditions set forth herein which, except as otherwise expressly indicated, shall be fully performed and completed or shall be secured by bank or cash deposit satisfactory to the Planning Director, before the use or occupancy of the property is commenced and before the Certificate of Occupancy or final approval is issued, and the violation of any of which shall be grounds for revocation of said conditional use permit by the Planning Commission or City Council.

SECTION 3. The conditional use permit shall not be effective for any purpose until the owner of the property involved (or his duly authorized representative) has filed at the office of the Planning Director his affidavit stating he is aware of, and accepts, all conditions of this conditional use permit as set forth below. Additionally, no permits shall be issued until the owner of the property involved (or a duly authorized representative) pays all costs associated with the processing of this application pursuant to City Council Resolution No. 8690.

SECTION 4. The costs and expenses of any enforcement activities, including, but not limited to attorneys' fees, caused by the applicant's violation of any condition imposed by this approval or any provision of the West Covina Municipal Code shall be paid by the applicant.

SECTION 5. That the approval of the conditional use permit for a Large Home that exceeds the maximum unit size by more than 25 percent and is subject to the following conditions:

- a. Comply with plans reviewed by the City Council on April 6, 2021.
- b. That the project comply with all requirements of the "Single-Family Residential" (R-1) Zone, Area District III, and all other applicable standards of the West Covina Municipal Code.
- c. That any proposed changes to the approved site plan, floor plan or elevations be reviewed by the Planning Department, and the written authorization of the Planning Director shall be obtained prior to implementation.
- d. This development shall conform to all applicable Municipal regulations, Fire, Building, Mechanical, Electrical, Plumbing codes and recognized, approved, standards of installation.
- e. The approved use shall not create a public nuisance as defined in the West Covina Municipal Code Section 26-416 regarding landscape maintenance and property maintenance.
- f. The second-floor bathroom window on the southwest
- g. The applicant shall sign an affidavit accepting all conditions of this approval.
- h. Any graffiti that appears on the property during construction shall be cleaned or removed on the same business day.
- i. The existing landscaping along the front and side yards shall be maintained in perpetuity. Any landscaping destroyed or removed during construction shall be replaced prior to building permit final.
- j. This approval is effective for a period of two (2) years. All applicable building permits must be obtained within two (2) years of project approval.

- k. Prior to requesting a final inspection by the Building Division, the Planning Division shall inspect the development.
- l. The Zoning Code gives provisions for up to two one-year extensions to keep entitlements active. Therefore, prior to April 6, 2023, (if building permits have not been obtained) the applicant is urged to file a letter with the department requesting a one-year extension of time. The required submittal is a letter stating the reasons why an extension is needed, as well as an applicable processing fee. **Please be advised that the applicant will not be notified by the Planning Division about the pending expiration of the subject entitlement.**
- m. FIRE DEPARTMENT:
 - 1. NFPA 13D/13R/13 Fire Sprinkler System
 - 2. New Fire Flow Test Required
 - 3. Required Fire Flow of 1,125 GPM @ 20 psi for 2 hours
 - 4. Ensure 1 fire hydrant within 600 feet of the property line
 - 5. Hard-wired smoke and carbon monoxide detectors with battery back-up required
 - 6. Hard-wired Smoke and Carbon Monoxide Detectors Required.
 - 7. One-hour fire resistance rated wall assembly required between house & attached garage, along a with self-closing/self-latching door
 - 8. Additional Fire Department requirements may be set upon future review of a full set of architectural plans.
- n. ENGINEERING DIVISION:
 - 1. The second sheet of building plans, grading plans and/or offsite improvement plans is to list all conditions of approval and to include a copy of the Planning Commission Decision letter. This information shall be incorporated into the plans prior to the first submittal for plan check.
 - 2. Remove and replace broken and off grade curb and gutter in accordance with SPPWC Standard Plan 120-2, and as directed by the City Engineer or his/her designee.
 - 3. The approved building addresse(s) shall be painted on the curb to the City's standards as required by the Public Works Inspector prior to final inspection.

4. A grading and drainage plan shall be approved prior to issuance of the building permit. The grading and drainage plan shall indicate how all storm drainage including contributory drainage from adjacent lots is carried to the public way or drainage structure approved to receive storm water.
5. Stormwater Planning Program LID Plan Checklist (Form PC) completed by Engineer of Record shall be copied on the first sheet of Grading Plans. The form can be found at the following link <https://www.westcovina.org/home/showdocument?id=18427>
6. Comply with all regulations of the Los Angeles Regional Water Quality Control Board and Article II of Chapter 9 of the West Covina Municipal Code concerning Stormwater/Urban Run-off Pollution control.
7. LID review shall be completed prior submitting grading plans for plan review. Grading plans shall be submitted including the proof of approval of LID or exemption of LID.

o. BUILDING DIVISION:

1. All Conditions of Approval as approved by the Planning Commission shall appear as notes on the plans submitted for building plan check and permits.
2. Building design shall comply with the 2020 County of Los Angeles Building Codes. Plans shall be submitted for plan check and required permits shall be obtained from the Building & Safety Division prior to start of construction.
3. Separate application(s), plan check(s), and permit(s) is/are required for:
 - a. Grading (*see Engineering Division for requirements*)
 - b. Retaining walls (*see Engineering Division for requirements*)
 - c. Block walls exceeding 6 feet in height
 - d. Demolition work
 - e. Fire sprinkler/Alarm systems (*see Fire Department Prevention Bureau for requirements*)
4. A soils and geology report will be required to address the potential for and the mitigation measures of any seismic induced landslide/liquefaction. Soils report shall address foundation design and site preparation requirements.
5. All new on-site utility service lines shall be placed underground. WCMC 23-273.
6. Proof of payment of School Development Fees required prior to permit issuance.

7. A Prior to issuance of building permits, the applicant shall submit and obtain approval for a Waste Management Plan (WMP) for Construction and Demolition providing:
 - a. Estimated volume or weight of materials that can be reused or recycled.
 - b. Estimated maximum volume or weight of materials that can be reused or recycled
 - c. Identify the vendor or facility that the applicant proposes to use to collect and receive the materials.
 - d. Estimated volume of waste materials that will be landfilled.
 - e. Identify any special or specific activities that will be used to comply with the Recycling and Disposal requirements.
 - f. Submit Security Deposit.
8. Prior to final inspection and approvals, the applicant shall submit documentation and obtain approval from the WMP Compliance Official showing that the Waste Diversion Requirement has been met, and shall include the following information:
 - a. Receipts from the vendor and/or facility that collected and received each material, showing the actual volume or weight of that material.
 - b. A copy of the previously approved WMP for the project adding the actual volume or weight of each material diverted or disposed of at a landfill.
 - c. Security Deposit will not be returned until this has been accomplished
 - d. Any additional information the applicant believes is relevant to assist in making the determination that the necessary efforts to comply have been achieved.
9. All work shall be completed with a valid permit and in accordance with applicable Building Regulations. Final building inspection and approvals shall be completed prior to the occupancy of the building.

SECTION 6. The City Clerk shall certify to the adoption of this Resolution and shall enter it into the book of original resolutions.

APPROVED AND ADOPTED on this 6th day of April, 2021.

Letty Lopez-Viado
Mayor

APPROVED AS TO FORM

ATTEST

Thomas P. Duarte
City Attorney

Lisa Sherrick
Assistant City Clerk

I, LISA SHERRICK, Assistant City Clerk of the City of West Covina, California, do hereby certify that the foregoing Resolution No. 2021-21 was duly adopted by the City Council of the City of West Covina, California, at a regular meeting thereof held on the 6th day of April, 2021, by the following vote of the City Council:

AYES:

NOES:

ABSENT:

ABSTAIN:

Lisa Sherrick
Assistant City Clerk

RESOLUTION NO. 2021-22

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, UPHOLDING THE PLANNING COMMISSION'S DECISION AND APPROVING SLIGHT MODIFICATION NO. 20-01 AT 1208 S. HOLLENCREST DRIVE

WHEREAS, the applicant, Gerardo Limon, filed with this City a verified application on the forms prescribed by the City requesting approval of a conditional use permit under the provisions of Chapter 26, Article VI of the West Covina Municipal Code, to allow:

A Slight Modification for an addition to exceed the 25'-0" maximum height by 2 feet.

On that certain property described as follows:

Assessor's Parcel No. 8493-010-017, as listed in the records of the office of the Los Angeles County Assessor; and

WHEREAS, the Planning Commission, upon giving the required notice, did on November 10, 2020, January 26, 2021, and February 23, 2021 conduct duly advertised public hearings as prescribed by law to consider said application; and

WHEREAS, on March 3, 2021, Karla Pizano and Carlos Garay (together, "appellant") filed an appeal of the Planning Commission's decision with the City; and

WHEREAS, the City Council upon giving the required notice, did on April 6, 2021, conduct a duly noticed public hearing to consider the appeal and slight modification application; and

WHEREAS, studies and investigations made by the City Council and on its behalf reveal the following:

1. The applicant is requesting a Slight Modification to exceed the maximum 25-foot building height by 2 feet.
2. Findings necessary for approval of a slight modification as follows:
 - a. There are special circumstances (which may include, but are not limited to, size, shape, topography, location or surroundings) applicable to the property which are not applicable to other property in the property's vicinity under identical zoning classification.

- b. As a result of the special circumstances, the strict application of the zoning ordinance deprives the property of meaningful privileges enjoyed by other property in the vicinity and under identical zoning classification.
 - c. Such variance is necessary to allow the property in question to have the same substantial property right possessed by other property in the same vicinity and zone.
 - d. The granting of such variance will not be materially detrimental to the public welfare or materially injurious to residents or owners of nearby properties.
 - e. That the granting of such variance shall be consistent with the adopted general plan and any applicable specific plans.
 - f. The variance does not authorize a use or activity which is not otherwise expressly authorized by the zoning regulations governing the parcel of property.
- 3. The proposal is considered to be categorically exempt, pursuant to Section 15301 (Class 1, Existing Facilities) of the California Environmental Quality Act (CEQA) since the applications consist of a remodel of an existing structure.
 - 4. The proposal is considered to be categorically exempt, pursuant to Section 15301 (Class 1, Existing Facilities) of the California Environmental Quality Act (CEQA) since the applications consist of a remodel of an existing structure.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF WEST COVINA CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. On the basis of the evidence presented, both oral and documentary, the City Council makes the following findings:

- a. The existing second-story home is over-height and is 27 feet tall; this nonconforming situation on site is longstanding. The proposed second-story addition will match the height of the existing house in order to integrate the addition to the existing structure.
- b. Given that the existing house exceeds the 25-foot height limit for single-family residential homes by two feet, the approval of a slight modification to allow the addition to exceed the 25-foot height limit is necessary in order for the addition to match the height of the existing house and architecturally integrate/blend well with the existing structure.
- c. The slight modification is necessary to allow for the proposed addition to be consistent with the previously approved second-story.

- d. Granting the slight modification will not be materially detrimental or injurious to nearby property owners as the existing house is longstanding and already exceeds the 25-foot height limitation by 2 feet. The addition will match the height of the existing house and building permits will be obtained to allow for the addition.
- e. The General Plan land use designation for the site is Neighborhood - Low Density Residential. The height variance is consistent with the General Plan land use designation in that it will not impact the use or increase the density of the site.
- f. The property is located in the Single-Family Residential zone and is developed with a single-family residential home. The height variance will not change the single-family residential use and zoning of the lot.

SECTION 2. Pursuant to all of the evidence presented, both oral and documentary, and further based on the findings above, the City Council upholds the decision of the Planning Commission, and Slight Modification No. 20-01 is approved subject to the provisions of the West Covina Municipal Code, provided that the physical development of the herein described property shall conform to said plan and the conditions set forth herein which, except as otherwise expressly indicated, shall be fully performed and completed or shall be secured by bank or cash deposit satisfactory to the Planning Director, before the use or occupancy of the property is commenced and before the Certificate of Occupancy or final approval is issued, and the violation of any of which shall be grounds for revocation of said conditional use permit by the Planning Commission or City Council.

SECTION 3. The slight modification shall not be effective for any purpose until the owner of the property involved (or his duly authorized representative) has filed at the office of the Planning Director his affidavit stating he is aware of, and accepts, all conditions of this slight modification as set forth below. Additionally, no permits shall be issued until the owner of the property involved (or a duly authorized representative) pays all costs associated with the processing of this application pursuant to City Council Resolution No. 8690.

SECTION 4. The costs and expenses of any enforcement activities, including, but not limited to attorneys' fees, caused by the applicant's violation of any condition imposed by this approval or any provision of the West Covina Municipal Code shall be paid by the applicant.

SECTION 5. The approval of the slight modification for a proposed construction not to exceed twenty (20) percent of any regulation pertaining to heights and is subject to the following conditions:

- a. Comply with plans reviewed by the City Council on April 6, 2021.
- b. That the project comply with all requirements of the "Single-Family Residential" (R-1) Zone, Area District III, and all other applicable standards of the West Covina Municipal Code.

- c. That any proposed changes to the approved site plan, floor plan or elevations be reviewed by the Planning Department, and the written authorization of the Planning Director shall be obtained prior to implementation.
- d. Height surveys shall be obtained by the applicant and conducted by a licensed surveyor prior to building permit issuance and prior to building permit framing inspection. The survey shall indicate the height of the existing house (1st survey) and indicate that the height of the addition is no taller than 27 feet or no taller than the height of the existing house, whichever is less (2nd survey). Height shall be measured from the lowest adjacent grade to the highest point (ridge).
- e. This development shall conform to all applicable Municipal regulations, Fire, Building, Mechanical, Electrical, Plumbing codes and recognized, approved, standards of installation.
- f. The approved use shall not create a public nuisance as defined in the West Covina Municipal Code Section 26-416 regarding landscape maintenance and property maintenance.
- g. The applicant shall sign an affidavit accepting all conditions of this approval.
- h. Any graffiti that appears on the property during construction shall be cleaned or removed on the same business day.
- i. The existing landscaping along the front and side yards shall be maintained in perpetuity. Any landscaping destroyed or removed during construction shall be replaced prior to building permit final.
- j. This approval is effective for a period of two (2) years. All applicable building permits must be obtained within two (2) years of project approval.
- k. Prior to requesting a final inspection by the Building Division, the Planning Division shall inspect the development.
- l. The Zoning Code gives provisions for up to two one-year extensions to keep entitlements active. Therefore, prior to April 6, 2023, (if building permits have not been obtained) applicant is urged to file a letter with the department requesting a one-year extension of time. The required submittal is a letter stating the reasons why an extension is needed, as well as an applicable processing fee. **Please be advised that the applicant will not be notified by the Planning Division about the pending expiration of the subject entitlement.**
- m. FIRE DEPARTMENT:
 - 1. NFPA 13D/13R/13 Fire Sprinkler System
 - 2. New Fire Flow Test Required

3. Required Fire Flow of 1,125 GPM @ 20 psi for 2 hours
4. Ensure 1 fire hydrant within 600 feet of the property line
5. Hard-wired smoke and carbon monoxide detectors with battery back-up required
6. Hard-wired Smoke and Carbon Monoxide Detectors Required.
7. One-hour fire resistance rated wall assembly required between house & attached garage, along with self-closing/self-latching door
8. Additional Fire Department requirements may be set upon future review of a full set of architectural plans.

n. ENGINEERING DIVISION:

1. The second sheet of building plans, grading plans and/or offsite improvement plans is to list all conditions of approval and to include a copy of the Planning Commission Decision letter. This information shall be incorporated into the plans prior to the first submittal for plan check.
2. Remove and replace broken and off grade curb and gutter in accordance with SPPWC Standard Plan 120-2, and as directed by the City Engineer or his/her designee.
3. The approved building address(es) shall be painted on the curb to the City's standards as required by the Public Works Inspector prior to final inspection.
4. A grading and drainage plan shall be approved prior to issuance of the building permit. The grading and drainage plan shall indicate how all storm drainage including contributory drainage from adjacent lots is carried to the public way or drainage structure approved to receive storm water.
5. Stormwater Planning Program LID Plan Checklist (Form PC) completed by Engineer of Record shall be copied on the first sheet of Grading Plans. The form can be found at the following link <https://www.westcovina.org/home/showdocument?id=18427>
6. Comply with all regulations of the Los Angeles Regional Water Quality Control Board and Article II of Chapter 9 of the West Covina Municipal Code concerning Stormwater/Urban Run-off Pollution control.
7. LID review shall be completed prior submitting grading plans for plan review. Grading plans shall be submitted including the proof of approval of LID or exemption of LID.

o. BUILDING DIVISION:

1. All Conditions of Approval as approved by the Planning Commission shall appear as notes on the plans submitted for building plan check and permits.
2. Building design shall comply with the 2020 County of Los Angeles Building Codes. Plans shall be submitted for plan check and required permits shall be obtained from the Building & Safety Division prior to start of construction.
3. Separate application(s), plan check(s), and permit(s) is/are required for:
 - a. Grading (*see Engineering Division for requirements*)
 - b. Retaining walls (*see Engineering Division for requirements*)
 - c. Block walls exceeding 6 feet in height
 - d. Demolition work
 - e. Fire sprinkler/Alarm systems (*see Fire Department Prevention Bureau for requirements*)
4. A soils and geology report will be required to address the potential for and the mitigation measures of any seismic induced landslide/liquefaction. Soils report shall address foundation design and site preparation requirements.
5. All new on-site utility service lines shall be placed underground. WCMC 23-273.
6. Proof of payment of School Development Fees required prior to permit issuance.
7. A Prior to issuance of building permits, the applicant shall submit and obtain approval for a Waste Management Plan (WMP) for Construction and Demolition providing:
 - a. Estimated volume or weight of materials that can be reused or recycled.
 - b. Estimated maximum volume or weight of materials that can be reused or recycled
 - c. Identify the vendor or facility that the applicant proposes to use to collect and receive the materials.
 - d. Estimated volume of waste materials that will be landfilled.
 - e. Identify any special or specific activities that will be used to comply with the Recycling and Disposal requirements.
 - f. Submit Security Deposit.
8. Prior to final inspection and approvals, the applicant shall submit documentation and obtain approval from the WMP Compliance Official

showing that the Waste Diversion Requirement has been met, and shall include the following information:

- a. Receipts from the vendor and/or facility that collected and received each material, showing the actual volume or weight of that material.
 - b. A copy of the previously approved WMP for the project adding the actual volume or weight of each material diverted or disposed of at a landfill.
 - c. Security Deposit will not be returned until this has been accomplished
 - d. Any additional information the applicant believes is relevant to assist in making the determination that the necessary efforts to comply have been achieved.
9. All work shall be completed with a valid permit and in accordance with applicable Building Regulations. Final building inspection and approvals shall be completed prior to the occupancy of the building.

SECTION 6. The City Clerk shall certify to the adoption of this Resolution and shall enter it into the book of original resolutions.

APPROVED AND ADOPTED on this 6th day of April, 2021.

Letty Lopez-Viado
Mayor

APPROVED AS TO FORM

ATTEST

Thomas P. Duarte
City Attorney

Lisa Sherrick
Assistant City Clerk

I, LISA SHERRICK, Assistant City Clerk of the City of West Covina, California, do hereby certify that the foregoing Resolution No. 2021-22 was duly adopted by the City Council of the City of West Covina, California, at a regular meeting thereof held on the 6th day of April, 2021, by the following vote of the City Council:

AYES:

NOES:

ABSENT:

ABSTAIN:

Lisa Sherrick
Assistant City Clerk

PLANNING COMMISSION

RESOLUTION NO. 21-6066

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF
WEST COVINA, CALIFORNIA, APPROVING CONDITIONAL USE
PERMIT NO. 20-07

CONDITIONAL USE PERMIT NO. 20-07

CATEGORICAL EXEMPTION

APPLICANT: Gerardo Limon

LOCATION: 1208 S Hollencrest Drive

WHEREAS, there was filed with this City a verified application on the forms prescribed by the City requesting approval of a conditional use permit under the provisions of Chapter 26, Article VI of the West Covina Municipal Code, to allow:

A “Large Home” that exceeds the maximum unit size by more than 25 percent

On that certain property described as follows:

Assessor's Parcel No. 8493-010-017, as listed in the records of the office of the Los Angeles County Assessor; and

WHEREAS, the Planning Commission, upon giving the required notice, did on the November 10, 2020, January 26, 2021, and February 23, 2021 conduct duly advertised public hearings as prescribed by law to consider said application; and

WHEREAS, studies and investigations made by this Commission and in its behalf reveal the following facts:

1. The applicant is proposing to construct a 1,644-square foot second-story addition, a 654-square foot single-story addition, 952-square foot 3-car garage to replace the existing 2-car garage, and a 520-square foot balcony to the existing 4,344-square foot second-story single-family residence. The proposed house will have a total floor area of 7,160-square feet.
2. Findings necessary for approval of a conditional use permit for a “Large Home” as follows:

- a. The lot and proposed development is consistent with the general plan, zoning and meets all other applicable code requirements.
 - b. The development utilizes building materials, color schemes and a roof style which blend with the existing structure, if any, and results in a development which is harmonious in scale and mass with surrounding residences.
 - c. The development is sensitive and not detrimental to convenience and safety of circulation for pedestrians and vehicles.
 - d. The development can be adequately served by existing or required infrastructure and services.
 - e. The design of the structure has given consideration to the privacy of surrounding properties through the usage and placement of windows and doors, cantilevers, decks, balconies minimal retaining walls, trees and other buffering landscaping materials.
 - f. The development is sensitive to the natural terrain, minimizes necessary grading, de-emphasizes vertical massing which could disrupt the profile of a natural slope and does not impede any scenic vistas or views open to the public or surrounding properties.
3. The proposal is considered to be categorically exempt, pursuant to Section 15301 (Class 1, Existing Facilities) of the California Environmental Quality Act (CEQA) since the applications consist of a remodel of an existing structure.

NOW, THEREFORE, BE IT RESOLVED, by the Planning Commission of the City of West Covina as follows:

1. On the basis of evidence presented, both oral and documentary, the Planning Commission makes the following findings for approval of a conditional use permit:
 - a. The lot and proposed building are consistent with the Residential Low (1.1-2.0 dwelling units per acre) General Plan designation and "Single Family Residential" (R-1) zoning in that it consists of an addition to an existing single-family home. The project meets all applicable requirements of the "Single Family Residential" (R-1) Zone, Area District III.
 - b. The roof design for the proposed addition blends with the existing structure and is consistent with the architectural style of the existing house and homes in the neighborhood. The proposed addition is harmonious in scale and mass with surrounding residences given that all properties directly abutting the project site are developed with two-story homes. The visual scale and massing presented by

the addition from Hollencrest Drive and abutting residential properties is insignificant due to the topography of the site; the building pad is higher than the street and the addition would not be readily visible from pedestrians and vehicles passing by (on Hollencrest Drive), while the neighboring home directly to the east is located on a higher elevation with hill side views directed north, the neighboring property directly south is the Suburban Water company property. Distant uphill views of the addition from lower streets are expected for hillside properties.

- c. The existing house is accessible from an existing driveway on Hollencrest Drive and the addition will not negatively impact circulation or safety for pedestrians and vehicles. The subject property is developed with setbacks greater than or equal to the minimum required by the Municipal Code. The proposed house with additions does not have any effect on the convenience and safety of circulation for pedestrians or vehicles in that it will not result in any visual obstructions adjacent to a right-of-way that would affect convenience and safety of circulation for pedestrians and vehicles.
 - d. The lot is adequately served by existing infrastructure (streets, sewer, water, etc.). The proposed additions are not anticipated to require additional infrastructure or services beyond that provided for the existing residences nearby. Therefore, the development can be adequately served by existing infrastructure and services.
 - e. The design of the house has given consideration to the privacy of the surrounding properties in that the area. The area consists of both single-story and second-story homes on hillside lots with sloped topography. The existing house is two-stories. The majority of all large windows on the proposed addition are facing the side and rear of the house which overlooks the street.
 - f. The proposal is sensitive to the natural terrain in that there are no major terrain modifications. Any necessary precise grading for construction will require that a grading permit be obtained from the Engineering Division. The project proposes remodeling of an existing house and a second-story addition that would not impede any scenic vistas. The neighboring home directly to the east is located at a higher elevation with predominate hill side views to the north. While the proposed addition would impair westerly views from the east neighbor's driveway, the City does not have view protection laws.
2. That pursuant to all of the evidence presented, both oral and documentary, and further based on the findings above, Conditional Use Permit No. 20-07 is approved subject to the provisions of the West Covina Municipal Code, provided that the physical development of the herein described property shall conform to said plan and the conditions set forth herein which, except as otherwise expressly indicated, shall be fully performed and completed or shall be secured by bank or cash deposit satisfactory to the Planning Director, before the use or occupancy of the property is commenced and

before the Certificate of Occupancy or final approval is issued, and the violation of any of which shall be grounds for revocation of said conditional use permit by the Planning Commission or City Council.

3. The conditional use permit shall not be effective for any purpose until the owner of the property involved (or his duly authorized representative) has filed at the office of the Planning Director his affidavit stating he is aware of, and accepts, all conditions of this conditional use permit as set forth below. Additionally, no permits shall be issued until the owner of the property involved (or a duly authorized representative) pays all costs associated with the processing of this application pursuant to City Council Resolution No. 8690.
4. The costs and expenses of any enforcement activities, including, but not limited to attorney's fees, caused by the applicant's violation of any condition imposed by this approval or any provision of the West Covina Municipal Code shall be paid by the applicant.
5. That the approval of the conditional use permit for a Large Home that exceeds the maximum unit size by more than 25 percent and is subject to the following conditions:
 - a. Comply with plans reviewed by the Planning Commission on February 23, 2021.
 - b. That the project comply with all requirements of the "Single-Family Residential" (R-1) Zone, Area District III, and all other applicable standards of the West Covina Municipal Code.
 - c. That any proposed changes to the approved site plan, floor plan or elevations be reviewed by the Planning Department, and the written authorization of the Planning Director shall be obtained prior to implementation.
 - d. This development shall conform to all applicable Municipal regulations, Fire, Building, Mechanical, Electrical, Plumbing codes and recognized, approved, standards of installation.
 - e. The approved use shall not create a public nuisance as defined in the West Covina Municipal Code Section 26-416 regarding landscape maintenance and property maintenance.
 - f. The second-floor bathroom window on the southwest
 - g. The applicant shall sign an affidavit accepting all conditions of this approval.
 - h. Any graffiti that appears on the property during construction shall be cleaned or removed on the same business day.

- i. The existing landscaping along the front and side yards shall be maintained in perpetuity. Any landscaping destroyed or removed during construction shall be replaced prior to building permit final.
- j. This approval is effective for a period of two (2) years. All applicable building permits must be obtained within two (2) years of project approval.
- k. Prior to requesting a final inspection by the Building Division, the Planning Division shall inspect the development.
- l. The Zoning Code gives provisions for up to two one-year extensions to keep entitlements active. Therefore, prior to February 24, 2023, (if building permits have not been obtained) you are urged to file a letter with the department requesting a one-year extension of time. The required submittal is a letter stating the reasons why an extension is needed, as well as an applicable processing fee. **Please be advised that the applicant will not be notified by the Planning Division about the pending expiration of the subject entitlement.**
- m. FIRE DEPARTMENT:
 1. NFPA 13D/13R/13 Fire Sprinkler System
 2. New Fire Flow Test Required
 3. Required Fire Flow of 1,125 GPM @ 20 psi for 2 hours
 4. Ensure 1 fire hydrant within 600 feet of the property line
 5. Hard-wired smoke and carbon monoxide detectors with battery back-up required
 6. Hard-wired Smoke and Carbon Monoxide Detectors Required.
 7. One-hour fire resistance rated wall assembly required between house & attached garage, along with self-closing/self-latching door
 8. Additional Fire Department requirements may be set upon future review of a full set of architectural plans.
- n. ENGINEERING DIVISION:
 1. The second sheet of building plans, grading plans and/or offsite improvement plans is to list all conditions of approval and to include a copy of the Planning Commission Decision letter. This information shall be incorporated into the plans prior to the first submittal for plan check.

2. Remove and replace broken and off grade curb and gutter in accordance with SPPWC Standard Plan 120-2, and as directed by the City Engineer or his/her designee.
3. The approved building addresse(s) shall be painted on the curb to the City's standards as required by the Public Works Inspector prior to final inspection.
4. A grading and drainage plan shall be approved prior to issuance of the building permit. The grading and drainage plan shall indicate how all storm drainage including contributory drainage from adjacent lots is carried to the public way or drainage structure approved to receive storm water.
5. Stormwater Planning Program LID Plan Checklist (Form PC) completed by Engineer of Record shall be copied on the first sheet of Grading Plans. The form can be found at the following link <https://www.westcovina.org/home/showdocument?id=18427>
6. Comply with all regulations of the Los Angeles Regional Water Quality Control Board and Article II of Chapter 9 of the West Covina Municipal Code concerning Stormwater/Urban Run-off Pollution control.
7. LID review shall be completed prior submitting grading plans for plan review. Grading plans shall be submitted including the proof of approval of LID or exemption of LID.

o. BUILDING DIVISION:

1. All Conditions of Approval as approved by the Planning Commission shall appear as notes on the plans submitted for building plan check and permits.
2. Building design shall comply with the 2020 County of Los Angeles Building Codes. Plans shall be submitted for plan check and required permits shall be obtained from the Building & Safety Division prior to start of construction.
3. Separate application(s), plan check(s), and permit(s) is/are required for:
 - a. Grading (*see Engineering Division for requirements*)
 - b. Retaining walls (*see Engineering Division for requirements*)
 - c. Block walls exceeding 6 feet in height
 - d. Demolition work
 - e. Fire sprinkler/Alarm systems (*see Fire Department Prevention Bureau for requirements*)
4. A soils and geology report will be required to address the potential for and the mitigation measures of any seismic induced landslide/liquefaction. Soils report shall address foundation design and site preparation requirements.

5. All new on-site utility service lines shall be placed underground. WCMC 23-273.
6. Proof of payment of School Development Fees required prior to permit issuance.
7. A Prior to issuance of building permits, the applicant shall submit and obtain approval for a Waste Management Plan (WMP) for Construction and Demolition providing:
 - a. Estimated volume or weight of materials that can be reused or recycled.
 - b. Estimated maximum volume or weight of materials that can be reused or recycled
 - c. Identify the vendor or facility that the applicant proposes to use to collect and receive the materials.
 - d. Estimated volume of waste materials that will be landfilled.
 - e. Identify any special or specific activities that will be used to comply with the Recycling and Disposal requirements.
 - f. Submit Security Deposit.
8. Prior to final inspection and approvals, the applicant shall submit documentation and obtain approval from the WMP Compliance Official showing that the Waste Diversion Requirement has been met, and shall include the following information:
 - a. Receipts from the vendor and/or facility that collected and received each material, showing the actual volume or weight of that material.
 - b. A copy of the previously approved WMP for the project adding the actual volume or weight of each material diverted or disposed of at a landfill.
 - c. Security Deposit will not be returned until this has been accomplished
 - d. Any additional information the applicant believes is relevant to assist in making the determination that the necessary efforts to comply have been achieved.
9. All work shall be completed with a valid permit and in accordance with applicable Building Regulations. Final building inspection and approvals shall be completed prior to the occupancy of the building.

I HEREBY CERTIFY, that the foregoing Resolution was adopted by the Planning Commission of the City of West Covina, at a regular meeting held on the 23rd day of February 2021, by the following vote:

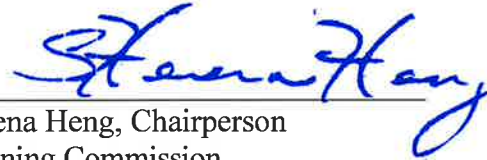
AYES: Guttierrez, Heng, Lewis, Becerra

NOES: Williams

ABSENT: None

ABSTAIN: None

DATE: February 23, 2021

A handwritten signature in blue ink, appearing to read "Sheena Heng", written over a horizontal line.

Sheena Heng, Chairperson
Planning Commission

A handwritten signature in blue ink, appearing to read "Paulina Morales", written over a horizontal line.

Paulina Morales
Planning Commission Secretary

P L A N N I N G C O M M I S S I O N

R E S O L U T I O N N O . 21-6067

**A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF
WEST COVINA, CALIFORNIA, APPROVING SLIGHT MODIFICATION
NO. 20-01**

SLIGHT MODIFICATION NO. 20-01

CATEGORICAL EXEMPTION

APPLICANT: Gerardo Limon

LOCATION: 1208 S Hollencrest Drive

WHEREAS, there was filed with this City a verified application on the forms prescribed by the City requesting approval of a Slight Modification under the provisions of Chapter 26, Article VI of the West Covina Municipal Code, to allow:

A Slight Modification for an addition to exceed the 25'-0" maximum height by 2 feet.

On that certain property described as follows:

Assessor's Parcel No. 8493-010-017, as listed in the records of the office of the Los Angeles County Assessor; and

WHEREAS, the Planning Commission, upon giving the required notice, did on November 10, 2020, January 26, 2021, and February 23, 2021, conduct a duly advertised public hearing as prescribed by law to consider said application; and

WHEREAS, studies and investigations made by this Commission and in its behalf reveal the following facts:

1. The applicant is requesting a Slight Modification to exceed the maximum 25-foot building height by 2 feet.
2. Findings necessary for approval of a slight modification as follows:
 - a. There are special circumstances (which may include, but are not limited to, size, shape, topography, location or surroundings) applicable to the property which are

not applicable to other property in the property's vicinity under identical zoning classification.

- b. As a result of the special circumstances, the strict application of the zoning ordinance deprives the property of meaningful privileges enjoyed by other property in the vicinity and under identical zoning classification.
 - c. Such variance is necessary to allow the property in question to have the same substantial property right possessed by other property in the same vicinity and zone.
 - d. The granting of such variance will not be materially detrimental to the public welfare or materially injurious to residents or owners of nearby properties.
 - e. That the granting of such variance shall be consistent with the adopted general plan and any applicable specific plans.
 - f. The variance does not authorize a use or activity which is not otherwise expressly authorized by the zoning regulations governing the parcel of property.
3. The proposal is considered to be categorically exempt, pursuant to Section 15301 (Class 1, Existing Facilities) of the California Environmental Quality Act (CEQA) since the applications consist of a remodel of an existing structure.

NOW, THEREFORE, BE IT RESOLVED, by the Planning Commission of the City of West Covina as follows:

- 1. On the basis of evidence presented, both oral and documentary, the Planning Commission makes the following findings for approval of a slight modification:
 - a. The existing second-story home is over-height and is 27 feet tall; this nonconforming situation on site is longstanding. The proposed second-story addition will match the height of the existing house in order to integrate the addition to the existing structure.
 - b. Given that the existing house exceeds the 25-foot height limit for single-family residential homes by two feet, the approval of a slight modification to allow the addition to exceed the 25-foot height limit is necessary in order for the addition to match the height of the existing house and architecturally integrate/blend well with the existing structure.
 - c. The slight modification is necessary to allow for the proposed addition to be consistent with the previously approved second-story.

- d. Granting the slight modification will not be materially detrimental or injurious to nearby property owners as the existing house is longstanding and already exceeds the 25-foot height limitation by 2 feet. The addition will match the height of the existing house and building permits will be obtained to allow for the addition.
 - e. The General Plan land use designation for the site is Neighborhood - Low Density Residential. The height variance is consistent with the General Plan land use designation in that it will not impact the use or increase the density of the site.
 - f. The property is located in the Single-Family Residential zone and is developed with a single-family residential home. The height variance will not change the single-family residential use and zoning of the lot.
2. That pursuant to all of the evidence presented, both oral and documentary, and further based on the findings above, Slight Modification No. 20-01 is approved subject to the provisions of the West Covina Municipal Code, provided that the physical development of the herein described property shall conform to said plan and the conditions set forth herein which, except as otherwise expressly indicated, shall be fully performed and completed or shall be secured by bank or cash deposit satisfactory to the Planning Director, before the use or occupancy of the property is commenced and before the Certificate of Occupancy or final approval is issued, and the violation of any of which shall be grounds for revocation of said conditional use permit by the Planning Commission or City Council.
3. The conditional use permit shall not be effective for any purpose until the owner of the property involved (or his duly authorized representative) has filed at the office of the Planning Director his affidavit stating he is aware of, and accepts, all conditions of this conditional use permit as set forth below. Additionally, no permits shall be issued until the owner of the property involved (or a duly authorized representative) pays all costs associated with the processing of this application pursuant to City Council Resolution No. 8690.
4. The costs and expenses of any enforcement activities, including, but not limited to attorney's fees, caused by the applicant's violation of any condition imposed by this approval or any provision of the West Covina Municipal Code shall be paid by the applicant.
5. That the approval of the slight modification for a proposed construction not to exceed twenty (20) percent of any regulation pertaining to heights and is subject to the following conditions:
 - a. Comply with plans reviewed by the Planning Commission on November 10, 2020.

- b. That the project comply with all requirements of the “Single-Family Residential” (R-1) Zone, Area District III, and all other applicable standards of the West Covina Municipal Code.
- c. That any proposed changes to the approved site plan, floor plan or elevations be reviewed by the Planning Department, and the written authorization of the Planning Director shall be obtained prior to implementation.
- d. Height surveys shall be obtained by the applicant and conducted by a licensed surveyor prior to building permit issuance and prior to building permit framing inspection. The survey shall indicate the height of the existing house (1st survey) and indicate that the height of the addition is no taller than 27 feet or no taller than the height of the existing house, whichever is less (2nd survey). Height shall be measured from the lowest adjacent grade to the highest point (ridge).
- e. This development shall conform to all applicable Municipal regulations, Fire, Building, Mechanical, Electrical, Plumbing codes and recognized, approved, standards of installation.
- f. The approved use shall not create a public nuisance as defined in the West Covina Municipal Code Section 26-416 regarding landscape maintenance and property maintenance.
- g. The applicant shall sign an affidavit accepting all conditions of this approval.
- h. Any graffiti that appears on the property during construction shall be cleaned or removed on the same business day.
- i. The existing landscaping along the front and side yards shall be maintained in perpetuity. Any landscaping destroyed or removed during construction shall be replaced prior to building permit final.
- j. This approval is effective for a period of two (2) years. All applicable building permits must be obtained within two (2) years of project approval.
- k. Prior to requesting a final inspection by the Building Division, the Planning Division shall inspect the development.
- l. The Zoning Code gives provisions for up to two one-year extensions to keep entitlements active. Therefore, prior to February 24, 2023, (if building permits have not been obtained) you are urged to file a letter with the department requesting a one-year extension of time. The required submittal is a letter stating the reasons why an extension is needed, as well as an applicable processing fee. **Please be advised that the applicant will not be notified by the Planning Division about the pending expiration of the subject entitlement.**

m. FIRE DEPARTMENT:

1. NFPA 13D/13R/13 Fire Sprinkler System
2. New Fire Flow Test Required
3. Required Fire Flow of 1,125 GPM @ 20 psi for 2 hours
4. Ensure 1 fire hydrant within 600 feet of the property line
5. Hard-wired smoke and carbon monoxide detectors with battery back-up required
6. Hard-wired Smoke and Carbon Monoxide Detectors Required.
7. One-hour fire resistance rated wall assembly required between house & attached garage, along a with self-closing/self-latching door
8. Additional Fire Department requirements may be set upon future review of a full set of architectural plans.

n. ENGINEERING DIVISION:

1. The second sheet of building plans, grading plans and/or offsite improvement plans is to list all conditions of approval and to include a copy of the Planning Commission Decision letter. This information shall be incorporated into the plans prior to the first submittal for plan check.
2. Remove and replace broken and off grade curb and gutter in accordance with SPPWC Standard Plan 120-2, and as directed by the City Engineer or his/her designee.
3. The approved building addresse(s) shall be painted on the curb to the City's standards as required by the Public Works Inspector prior to final inspection.
4. A grading and drainage plan shall be approved prior to issuance of the building permit. The grading and drainage plan shall indicate how all storm drainage including contributory drainage from adjacent lots is carried to the public way or drainage structure approved to receive storm water.
5. Stormwater Planning Program LID Plan Checklist (Form PC) completed by Engineer of Record shall be copied on the first sheet of Grading Plans. The form can be found at the following link <https://www.westcovina.org/home/showdocument?id=18427>

6. Comply with all regulations of the Los Angeles Regional Water Quality Control Board and Article II of Chapter 9 of the West Covina Municipal Code concerning Stormwater/Urban Run-off Pollution control.
7. LID review shall be completed prior submitting grading plans for plan review. Grading plans shall be submitted including the proof of approval of LID or exemption of LID.

o. BUILDING DIVISION:

1. All Conditions of Approval as approved by the Planning Commission shall appear as notes on the plans submitted for building plan check and permits.
2. Building design shall comply with the 2020 County of Los Angeles Building Codes. Plans shall be submitted for plan check and required permits shall be obtained from the Building & Safety Division prior to start of construction.
3. Separate application(s), plan check(s), and permit(s) is/are required for:
 - a. Grading (*see Engineering Division for requirements*)
 - b. Retaining walls (*see Engineering Division for requirements*)
 - c. Block walls exceeding 6 feet in height
 - d. Demolition work
 - e. Fire sprinkler/Alarm systems (*see Fire Department Prevention Bureau for requirements*)
4. A soils and geology report will be required to address the potential for and the mitigation measures of any seismic induced landslide/liquefaction. Soils report shall address foundation design and site preparation requirements.
5. All new on-site utility service lines shall be placed underground. WCMC 23-273.
6. Proof of payment of School Development Fees required prior to permit issuance.
7. A Prior to issuance of building permits, the applicant shall submit and obtain approval for a Waste Management Plan (WMP) for Construction and Demolition providing:
 - a. Estimated volume or weight of materials that can be reused or recycled.
 - b. Estimated maximum volume or weight of materials that can be reused or recycled
 - c. Identify the vendor or facility that the applicant proposes to use to collect and receive the materials.

- d. Estimated volume of waste materials that will be landfilled.
 - e. Identify any special or specific activities that will be used to comply with the Recycling and Disposal requirements.
 - f. Submit Security Deposit.
8. Prior to final inspection and approvals, the applicant shall submit documentation and obtain approval from the WMP Compliance Official showing that the Waste Diversion Requirement has been met, and shall include the following information:
- a. Receipts from the vendor and/or facility that collected and received each material, showing the actual volume or weight of that material.
 - b. A copy of the previously approved WMP for the project adding the actual volume or weight of each material diverted or disposed of at a landfill.
 - c. Security Deposit will not be returned until this has been accomplished
 - d. Any additional information the applicant believes is relevant to assist in making the determination that the necessary efforts to comply have been achieved.
9. All work shall be completed with a valid permit and in accordance with applicable Building Regulations. Final building inspection and approvals shall be completed prior to the occupancy of the building.

I HEREBY CERTIFY, that the foregoing Resolution was adopted by the Planning Commission of the City of West Covina, at a regular meeting held on the 23rd day of February, 2021, by the following vote:

AYES: Gutierrez, Heng, Lewis, Becerra

NOES: Williams

ABSENT: None

ABSTAIN: None

DATE: February 23, 2021



Sheena Heng, Chairperson
Planning Commission



Paulina Morales
Planning Commission Secretary

PLANNING DEPARTMENT STAFF REPORT

SUBJECT

CONDITIONAL USE PERMIT NO. 20-07

SLIGHT MODIFICATION NO. 20-01

SUBCOMMITTEE FOR DESIGN REVIEW 20-36

CATEGORICAL EXEMPTION

APPLICANT: Gerardo Limon

LOCATION: 1208 S Hollencrest Drive

REQUEST: The applicant is requesting a Conditional Use Permit to allow for the construction of a 1,644-square foot second-story addition, a 654-square foot single-story addition, 952-square foot 3-car garage to replace the existing 2-car garage, and a 520-square foot balcony to the existing 4,344-square foot two-story single-family residence. The proposed house will have a total floor area of 7,160-square feet, exceeding the 5,000 square feet maximum unit size administrative use permit threshold. The applicant is also requesting a Slight Modification to exceed the maximum 25-foot building height by 2 feet.

BACKGROUND

This project was initially reviewed by the Planning Commission on November 10, 2020. During the public hearing one neighbor spoke in opposition to the project. The Planning Commission continued the item to December 8, 2020 with direction to the applicant to install story poles and to provide a line of sight view property cross-section to show that the project will not obstruct any neighboring views. Since the project presented two different roof design options, the Planning Commission's direction regarding the story poles was to provide a general framework that would illustrate the "footprint" of the second-story addition and the height of the structure.

At the December 8, 2020 Planning Commission meeting, the Planning Commission continued the item to a date uncertain at staff's request because story poles were not installed and plans were not submitted prior to the Planning Commission packet distribution date.

The applicant has installed the story poles and has submitted plans that include a line of sight cross-section from the neighboring property to the east.

On January 26, 2021, the Planning Commission held a duly advertised public hearing. During the public hearing three members of the public spoke in opposition of the project with concerns regarding the size of the proposed house. In addition, the Planning Commission was presented with a petition signed by neighbors in opposition of the project (Attachment No. 4). The Planning Commission continued the item to a date certain of February 23, 2021 with direction to staff to talk to the applicant and City Attorney regarding the possibility of including a Condition of Approval to prohibit the future addition of an ADU/JADU and to verify the potential of not requiring the expansion of the garage (into a three-car garage).

DISCUSSION

Although the Planning Commission did not include direction to the applicant to reduce the size of the house as a part of the motion made on January 23, 2021, the applicant has redesigned the project with a 305 square feet reduction to the size of the proposed house from 7,465 square feet to 7,160 square feet. The proposed first-floor addition was reduced from 734 square feet to 654 square feet, while the proposed second-floor addition was reduced from 1,868 square feet to 1,644 square feet. The most noticeable change is the removal of the previously cantilevered portion of the second floor along the south side of the house.

All projects exceeding the maximum unit size above/greater than 25-percent require approval of a Conditional Use Permit. The project exceeds this 25-percent threshold by 2,160 square feet. The table below illustrates how the size of the revised house compares to the previous design, existing house, and code standards.

Existing House	Revised Design	Previous Design	Maximum Unit Size	+25% CUP Threshold
4,344 sq. ft. (includes 434 sq ft. garage)	7,160 sq. ft. (includes 952 sq. ft. garage)	7,465 sq. ft. (includes 952 sq. ft. garage)	4,000 sq. ft. (attached garage included)	5,000 sq. ft. (attached garage included)

It has been the City's practice for over 10 years to include the size of an attached garage towards the maximum unit size calculation. Section 26-401.5 (c) of the West Covina Municipal Code states "attached accessory structures, including, but not limited to, accessory habitable quarters, accessory dwelling units, and garages, shall be included in the twenty-five (25) percent figure.

Garage Expansion Requirement

As directed by the Planning Commission, staff and the City Attorney's office reviewed the WCMC pertaining to the requirement for a three-car garage and found that this requirement was adopted by the City Council on January 21, 2014 (Ordinance No. 2254). Per Section 26-402(e)(1) of the WCMC, the expansion of an existing single-family structure which exceeds the maximum permitted for a lot would require the expansion of the garage to conform to the current Code requirement (three-car garage for homes with a gross floor area of 4,500 square feet or greater, or with 5 or more bedrooms; each garage space is required to be 10 feet wide by 20 feet deep).

Potential for Accessory Dwelling Unit

The City Attorney's office reviewed ADU laws regarding the ability to prohibit the property owner from building an ADU on the property at a future date. Government Code section 65852.150 sets forth the California Legislature's declaration that ADUs are an essential component of California's housing supply. In recent years, state ADU laws have been revised to advance the development of ADUs. Government Code section 65852.2 limits local discretion and requires, among other things, that an ADU be approved through a ministerial process if certain conditions are met, and that an application for an ADU shall be deemed approved if the local agency has not acted on the completed application within 60 days. Further, Section 65852.2(a)(5) explicitly states that "[n]o other local ordinance, policy, or regulation shall be the basis for the delay or denial of a building permit or a use permit" for an ADU. Therefore, the City may not by any regulation prohibit a future ADU on the property if it satisfies the requirements for ADUs as dictated by state law.

Currently, every property in West Covina developed with a residential use is allowed to construct one 1,200 square foot ADU(attached or detached) and one 500 square foot JADU (attached to primary unit) by right subject to certain minimum standards established by State Law (height: 16 feet max; rear and side setback: 4 feet). ADU/JADUs are not subject to the maximum unit size and/or maximum lot coverage requirements/limitations. The project does not include a proposal to construct an ADU/JADU.

REQUIRED FINDINGS

Conditional Use Permit

Before an application for a conditional use permit may be granted, the following findings must be made:

- 1. The lot and proposed development is consistent with the general plan, zoning, and meets all other applicable code requirements.***

The lot and proposed building are consistent with the Residential Low (1.1-2.0 dwelling units per acre) General Plan designation and "Single Family Residential" (R-1) zoning in that it consists of an addition to an existing single-family home. The project meets all applicable requirements of the "Single Family Residential" (R-1) Zone, Area District III.

2. The development utilizes building materials, color schemes and a roof style which blend with the existing structure, if any, and results in a development which is harmonious in scale and mass with the surrounding residences.

The roof design for the proposed addition blends with the existing structure and is consistent with the architectural style of the existing house and homes in the neighborhood. The proposed addition is harmonious in scale and mass with surrounding residences given that all properties directly abutting the project site are developed with two-story homes. The visual scale and massing presented by the addition from Hollencrest Drive and abutting residential properties is insignificant due to the topography of the site; the building pad is higher than the street and the addition would not be readily visible from pedestrians and vehicles passing by (on Hollencrest Drive), while the neighboring home directly to the east is located on a higher elevation with hill side views directed north, the neighboring property directly south is the Suburban Water company property. Distant uphill views of the addition from lower streets are expected for hillside properties.

3. The development is sensitive and not detrimental to convenience and safety of circulation for pedestrians and vehicles.

The existing house is accessible from an existing driveway on Hollencrest Drive and the addition will not negatively impact circulation or safety for pedestrians and vehicles. The subject property is developed with setbacks greater than or equal to the minimum required by the Municipal Code. The proposed house with additions does not have any effect on the convenience and safety of circulation for pedestrians or vehicles in that it will not result in any visual obstructions adjacent to a right-of-way that would affect convenience and safety of circulation for pedestrians and vehicles.

4. The development can be adequately served by existing or required infrastructure and services.

The lot is adequately served by existing infrastructure (streets, sewer, water, etc.). The proposed additions are not anticipated to require additional infrastructure or services beyond that provided for the existing residences nearby. Therefore, the development can be adequately served by existing infrastructure and services.

5. The design of the structure has given consideration to the privacy of surrounding properties through the usage and placement of windows and doors, cantilevers, decks, balconies, minimal retaining walls, trees and other buffering landscaping materials.

The design of the house has given consideration to the privacy of the surrounding properties in that the area. The area consists of both single-story and second-story homes on hillside lots with sloped topography. The existing house is two-stories. The majority of all large windows on the proposed addition are facing the side and rear of the house which overlooks the street.

6. The development is sensitive to the natural terrain, minimizes necessary grading, de-emphasizes vertical massing which could disrupt the profile of a natural slope, and does not impede any scenic vistas or views open to the public or surrounding properties.

The proposal is sensitive to the natural terrain in that there are no major terrain modifications. Any necessary precise grading for construction will require that a grading permit be obtained from the Engineering Division. The project proposes remodeling of an existing house and a second-story addition that would not impede any scenic vistas. The neighboring home directly to the east is located at a higher elevation with predominate hill side views to the north. While the proposed addition would impair westerly views from the east neighbor's driveway, the City does not have view protection laws.

Slight Modification

Before an application for a slight modification may be granted, the following findings must be made:

1. There are special circumstances (which may include, but are not limited to, size, shape, topography, location or surroundings) applicable to the property which are not applicable to other property in the property's vicinity under identical zoning classification.

The existing second-story home is over-height and is 27 feet tall; this nonconforming situation on site is longstanding. The proposed second-story addition will match the height of the existing house in order to integrate the addition to the existing structure.

2. As a result of the special circumstances, the strict application of the zoning ordinance deprives the property of meaningful privileges enjoyed by other property in the vicinity and under identical zoning classification.

Given that the existing house exceeds the 25-foot height limit for single-family residential homes by two feet, the approval of a slight modification to allow the addition to exceed the 25-foot height limit is necessary in order for the addition to match the height of the existing house and architecturally integrate/blend well with the existing structure.

3. Such variance is necessary to allow the property in question to have the same substantial property right possessed by other property in the same vicinity and zone.

The slight modification is necessary to allow for the proposed addition to be consistent with the previously approved second-story.

4. The granting of such variance will not be materially detrimental to the public welfare or materially injurious to residents or owners of nearby properties.

Granting the slight modification will not be materially detrimental or injurious to nearby property owners as the existing house is longstanding and already exceeds the 25-foot height limitation by 2 feet. The addition will match the height of the existing house and building permits will be obtained to allow for the addition.

5. That the granting of such variance shall be consistent with the adopted general plan and any applicable specific plans.

The General Plan land use designation for the site is Neighborhood - Low Density Residential. The height variance is consistent with the General Plan land use designation in that it will not impact the use or increase the density of the site.

6. The variance does not authorize a use or activity which is not otherwise expressly authorized by the zoning regulations governing the parcel of property.

The property is located in the Single-Family Residential zone and is developed with a single-family residential home. The height variance will not change the single-family residential use and zoning of the lot.

ENVIRONMENTAL DETERMINATION

The proposal is considered to be categorically exempt, pursuant to Sections 15301 (Class 1, Existing Facilities) and 15303 (New Construction or Conversion of Small Structures) of the California Environmental Quality Act (CEQA), as the proposal involves the remodel and additions to an existing structure.

STAFF RECOMMENDATIONS

Planning Staff recommends that the Planning Commission adopt a Resolutions No. 21-6066 and 21-6067 approving Conditional Use Permit No. 20-07, Slight Modification No. 20-01, and Subcommittee for Design Review No. 20-36.

LARGE ATTACHMENTS

Due to Covid-19, the set of plans are available for review with a scheduled appointment. Please contact the Planning Division at (626) 939-8422 to schedule an appointment.

Submitted by: Jo-Anne Burns, Planning Manager

Attachments

Attachment No. 1 - Conditional Use Permit Resolution of Approval

Attachment No. 2 - Slight Modification Resolution of Approval

Attachment No. 3 - January 26 2020 Staff Report

Attachment No. 4 - Neighbor Petition

Attachment No. 5 - November 10, 2020 Staff Report

A G E N D A

DATE: March 9, 2021

ITEM NO.: 1

**MINUTES
REGULAR MEETING OF THE PLANNING COMMISSION
CITY OF WEST COVINA
Tuesday, February 23, 2021**

The regular meeting of the Planning Commission was called to order at 7:00 p.m. in the West Covina Multiple Resource Center, Room 318. The Commission observed a moment of silent prayer/meditation and Commissioner Williams lead the Pledge of Allegiance.

ROLL CALL

Present: Heng, Becerra, Gutierrez, Lewis and Williams

Absent: None

City Staff Present: Tsai, Burns, Morales

APPROVAL OF MINUTES:

1. Regular meeting, January 26, 2021

Planning Manager, Jo-Anne Burns, requested the minutes be changed to reflect comments from the January 26, 2021 meeting with more accuracy.

The minutes were approved as amended.

OTHER MATTERS OR ORAL COMMUNICATIONS

Herb Redholtz spoke regarding an email submitted to the City Council addressing comments made by the Commission during the approval of a Subcommittee for Design Review case.

PUBLIC HEARINGS

2. **CONDITIONAL USE PERMIT NO. 20-07
SLIGHT MODIFICATION NO. 20-01
SUBCOMMITTEE FOR DESIGN REVIEW NO. 20-36
CATEGORICAL EXEMPTION
APPLICANT: Gerardo Limon
LOCATION: 1208 S Hollencrest Drive
REQUEST: The applicant is requesting a Conditional Use Permit to allow for the construction of a 1,644-square foot second-story addition, a 654-square foot single-story addition, 952-square foot 3-car garage to replace the existing 2-car garage, and a 520-square foot balcony to the existing 4,344-square foot two-story single-family residence. The proposed house will have a total floor area of 7,160-square feet, exceeding the 5,000 square feet maximum unit size administrative use permit threshold. The applicant is also requesting a Slight Modification to exceed the maximum 25-foot building height by 2 feet.**

Planning Manager Jo-Anne Burns presented the staff report and a Power Point presentation of the project. She spoke regarding changes to the proposed plan which resulted in a 30.9% reduction in size for the house. In addition, she addressed the Commission's request to find out if they could legally prohibit the applicant from building an accessory dwelling unit by telling them that ADU's are allowed by the State of California and cities can't prohibit or regulate them, other than set back requirements. In addition, Ms. Burns addressed the application for a slight modification to allow additional height so the addition matches the existing house. Further, Ms. Burns showed the Commission pictures of the property with story poles. She also spoke about previous conditional use permit approvals for "large houses."

There was a short discussion by the Commission regarding staff's recommendation to approve the request, and if findings of approval were met.

Chairperson Heng re-opened the public hearing.

PROPONENT:

Fernando Solis, representing the applicant, addressed the Commission regarding the reduction of square footage for the proposed addition. He also presented a visual presentation of simulated pictures of the proposed addition. He reiterated that the property owners were not requesting an accessory dwelling unit. Mr. Solis said there were other homes in the area that were larger and said this project was compliant with the General Plan.

OPPONENTS:

Paul Maselbas and Carlos Garay spoke in opposition to this project.

Mr. Maselbas also objected to the minutes for the January 26, 2021 Planning Commission meeting and said he had submitted a petition in opposition to the project at that meeting. In addition, he spoke to the Commission about his research of two-story homes within a 700-foot radius of this property on the Los Angeles County Assessor's database. In addition he provided the Commission with a list of larger homes that have been approved, reviewed past approvals, and presented another petition in opposition to this project. He requested that the Commission consider limiting the development on this property.

Mr. Garay presented pictures of his front and back yards to the Commission and said this development would infringe on his privacy because he lives within a 300-foot radius of the subject property and 43 feet from the curb of the subject property to his curb. He added that to preserve his privacy he would have to install a larger fence.

REBUTTAL:

Mr. Solis rebutted the testimony in opposition by saying the owners didn't intend to infringe on the privacy of the adjacent properties or build an accessory dwelling unit. He said they wanted to build their dream home and are matching the height of the adjacent property. In addition, he added that staff had recommended approval, and they were compliant with the City's General Plan. Mr. Solis also the said lot was an unusual shape and they weren't using the entire property. In addition, he said that any improvement would be visible by the neighbors, and this will not be the largest home in the area. He asked that the Commission to approve the project as proposed at this meeting.

Chairperson Heng asked to see a rendering of the proposed addition in relation to the existing home.

Chairperson Heng closed the public hearing.

There was a discussion by the Commission regarding this application and project. Commissioner Lewis said this lot was a larger lot in the neighborhood and previous Commissions had set a precedent by allowing homes of this type to be built in the area. He expressed his support of the project but requested that no windows face the adjacent property. Commissioner Williams asked if the project was harmonious with the area in light of the petition in opposition being submitted. Commissioner Becerra expressed her appreciation of the changes in the proposed plan and added this could add value to surrounding properties. Commissioner Gutierrez concurred with Commissioner Becerra. Chairperson Heng said this area is unique and homes in the area are large. She also expressed her concern with the view and the neighbor's privacy.

Commissioner Lewis requested an amendment to the Slight Modification to prevent direct view into the adjacent neighbor's property. He requested that frosted windows be required.

Motion by Gutierrez, seconded by Becerra, to waive further reading and adopt Resolution No. 21-6066, approving Conditional Use Permit No. 20-07. Motion carried 4-0 (Williams opposed.)

Motion by Gutierrez, seconded by Becerra, to waive further reading and adopt Resolution No. 21-6067, as amended, approving Slight Modification No. 20-01. Motion carried 4-1 (Williams opposed.)

Chairperson Heng said these actions are final unless appealed to the City Council within ten (10) days.

NON-HEARING ITEMS - None

AGENDA

ITEM NO. 2.

DATE: January 26, 2021

PLANNING DEPARTMENT STAFF REPORT

SUBJECT

CONDITIONAL USE PERMIT NO. 20-07

SLIGHT MODIFICATION NO. 20-01

SUBCOMMITTEE FOR DESIGN REVIEW 20-36

CATEGORICAL EXEMPTION

APPLICANT: Gerardo Limon

LOCATION: 1208 S Hollencrest Drive

REQUEST: The applicant is requesting a Conditional Use Permit to allow for the construction of a 1,868-square foot second-story addition, a 734-square foot single-story addition, 952-square foot 3-car garage to replace the existing 2-car garage, and a 520-square foot balcony to the existing 4,344-square foot second-story single-family residence. The proposed house will have a total floor area of 7,465-square feet exceeding the 5,000-square foot maximum unit size. The applicant is also requesting a Slight Modification to exceed the maximum 25-foot building height by 2 feet.

BACKGROUND

This project was initially reviewed by the Planning Commission on November 10, 2020. During the public hearing one neighbor spoke in opposition to the project. The Planning Commission continued the item to December 8, 2020 with direction to the applicant to install story poles and to provide a line of sight view property cross-section to show that the project will not obstruct any neighboring views. Since the project presented two different roof design options, the Planning Commission's direction regarding the story poles was to provide a general framework that would illustrate the "footprint" of the second-story addition and the height of the structure.

At the December 8, 2020 Planning Commission meeting, the Planning Commission continued the item to a date uncertain at staff's request because story poles were not installed and plans were not submitted prior to the Planning Commission packet distribution date.

The applicant has installed the story poles and has submitted plans that include a line of sight cross-section from the neighboring property to the east.

DISCUSSION

The applicant has installed the story poles and has submitted plans that include a line of sight cross-section from the neighboring property to the east. The story poles appear to accurately depict the "footprint" of the second-floor addition. However, the story poles installed were not designed, or intended to be a full-scale accurate silhouette of the proposed structure, based on the direction provided by the Planning Commission. The intent of the story poles is to show the basic representation of the mass and bulk of the proposed structure at the proposed maximum height (top of the highest roof ridge).

The height of the story poles appear to be higher than the existing house. As such, Condition of Approval "d" has been added to the draft Slight Modification Resolution (Attachment No. 2) requiring height surveys indicating the height of the existing house prior to building permit issuance and another height survey prior to framing inspection indicating that the height of the addition is no taller than 27 feet, or no taller than the existing house, whichever is less.

Although the project is significantly larger in floor area than other homes in the neighborhood on comparable size lots, staff is not necessarily opposed to the size of the proposed house. As conditioned, the visual scale and massing presented by the addition from directly adjacent off-site views (Hollencrest Drive and adjacent neighbors) is insignificant due to the topography of the site; the subject lot's building pad is higher than the street and the addition would not be readily visible from pedestrians and vehicles passing by on Hollencrest Drive. The neighboring property directly to the south is the Suburban Water company property. The neighboring home directly to the east is located at a higher elevation with predominate hill side views to the north. While the proposed addition would impair westerly views from the east neighbor's driveway, the City does not have view protection laws.

The project does not have any privacy impacts to any of the surrounding neighbors.

REQUIRED FINDINGS

CONDITIONAL USE PERMIT

1. The lot and proposed development is consistent with the general plan, zoning, and meets all other applicable code requirements.

The lot and proposed building are consistent with the Residential Low (1.1-2.0 dwelling units per acre) General Plan designation and "Single Family Residential" (R-1) zoning in that it consists of an addition to an existing single-family home. The project meets all applicable requirements of the "Single Family Residential" (R-1) Zone, Area District III.

2. The development utilizes building materials, color schemes and a roof style which blend with the existing structure, if any, and results in a development which is harmonious in scale and mass with the surrounding residences.

The existing house features a dutch gable roof. Design Option 1 of the roof design for the proposed addition blends with the existing structure and is consistent with the architectural style of the existing house and homes in the neighborhood. The visual scale and massing presented by the addition from off-site (street and residential) views is insignificant due to the topography of the site; the building pad is higher than the street and the addition would not be readily visible from pedestrians and vehicles passing by, while the neighboring home directly to the east is located on a higher elevation with hill side views directed north, the neighboring property directly south is the Suburban Water company property.

3. The development is sensitive and not detrimental to convenience and safety of circulation for pedestrians and vehicles.

The existing house is accessible from an existing driveway on Hollencrest Drive and the addition will not negatively impact circulation or safety for pedestrians and vehicles. The subject property is developed with setbacks greater than or equal to the minimum required by the Municipal Code. The proposed house with additions does not have any effect on the convenience and safety of circulation for pedestrians or vehicles in that it will not result in any visual obstructions adjacent to a right-of-way that would affect convenience and safety of circulation for pedestrians and vehicles.

4. The development can be adequately served by existing or required infrastructure and services.

The lot is adequately served by existing infrastructure (streets, sewer, water, etc.). The proposed additions are not anticipated to require additional infrastructure or services beyond that provided for the existing residences nearby. Therefore, the development can be adequately served by existing infrastructure and services.

5. The design of the structure has given consideration to the privacy of surrounding properties through the usage and placement of windows and doors, cantilevers, decks, balconies, minimal retaining walls, trees and other buffering landscaping materials.

The design of the house has given consideration to the privacy of the surrounding properties in that the area. The area consists of both single-story and second-story homes on hillside lots with sloped topography. The existing house is two-stories. The majority of all large windows on the proposed addition are facing the side and rear of the house which overlooks the street.

6. The development is sensitive to the natural terrain, minimizes necessary grading, de-emphasizes vertical massing which could disrupt the profile of a natural slope, and does not impede any scenic vistas or views open to the public or surrounding properties.

The proposal is sensitive to the natural terrain in that there are no major terrain modifications. Any necessary precise grading for construction will require that a grading permit be obtained from the Engineering Division. The project proposes remodeling of an existing house and a second-story addition that would not impede any scenic vistas. The neighboring home directly to the east is located at a higher elevation with predominate hill side views to the north. While the proposed addition would impair westerly views from the east neighbor's driveway, the City does not have view protection laws.

SLIGHT MODIFICATION

1. There are special circumstances (which may include, but are not limited to, size, shape, topography, location or surroundings) applicable to the property which are not applicable to other property in the property's vicinity under identical zoning classification.

The existing second-story home is over-height and is 27 feet tall; this nonconforming situation on site is longstanding. The proposed second-story addition will match the height of the existing house in order to integrate the addition to the existing structure.

2. As a result of the special circumstances, the strict application of the zoning ordinance deprives the property of meaningful privileges enjoyed by other property in the vicinity and under identical zoning classification.

Given that the existing house exceeds the 25-foot height limit for single-family residential homes by two feet, the approval of a slight modification to allow the addition to exceed the 25-foot height limit is necessary in order for the addition to match the height of the existing house and architecturally integrate/blend well with the existing structure.

3. Such variance is necessary to allow the property in question to have the same substantial property right possessed by other property in the same vicinity and zone.

The slight modification is necessary to allow for the proposed addition to be consistent with the previously approved second-story.

4. The granting of such variance will not be materially detrimental to the public welfare or materially

injurious to residents or owners of nearby properties.

Granting the slight modification will not be materially detrimental or injurious to nearby property owners as the existing house is longstanding and already exceeds the 25-foot height limitation by 2 feet. The addition will match the height of the existing house and building permits will be obtained to allow for the addition.

5. That the granting of such variance shall be consistent with the adopted general plan and any applicable specific plans.

The General Plan land use designation for the site is Neighborhood - Low Density Residential. The height variance is consistent with the General Plan land use designation in that it will not impact the use or increase the density of the site.

6. The variance does not authorize a use or activity which is not otherwise expressly authorized by the zoning regulations governing the parcel of property.

The property is located in the Single-Family Residential zone and is developed with a single-family residential home. The height variance will not change the single-family residential use and zoning of the lot.

ENVIRONMENTAL DETERMINATION

The proposal is considered to be categorically exempt, pursuant to Sections 15301 (Class 1, Existing Facilities) and 15303 (New Construction or Conversion of Small Structures) of the California Environmental Quality Act (CEQA), as the proposal involves the remodel and additions to an existing structure.

STAFF RECOMMENDATIONS

Planning Staff recommends that the Planning Commission adopt a Resolutions No. 21-6066 and 21-6067 approving Conditional Use Permit No. 20-07, Slight Modification No. 20-01, and Subcommittee for Design Review No. 20-36 with design Option 1.

LARGE ATTACHMENTS

Due to Covid-19, the set of plans are available for review with a scheduled appointment. Please contact the Planning Division at (626) 939-8422 to schedule an appointment.

Submitted by: Jo-Anne Burns, Planning Manager

Attachments

Attachment No. 1 - Conditional Use Permit Resolution of Approval

Attachment No. 2 - Slight Modification Resolution of Approval

Attachment No. 3 - November 10 2020 Staff Report

Attachment No. 4 - Nov 10 2020 Meeting Minutes (Excerpt)

Attachment No. 5 - Story Pole Certification

ATTACHMENT NO. 7

A G E N D A

DATE: February 23, 2021

ITEM NO.: 1

**MINUTES
REGULAR MEETING OF THE PLANNING COMMISSION
CITY OF WEST COVINA
Tuesday, January 26, 2021**

The regular meeting of the Planning Commission was called to order at 7:00 p.m. in the West Covina Council Chambers. The Commission observed a moment of silent prayer/meditation and Commissioner Becerra lead the Pledge of Allegiance.

SWEARING IN OF NEW COMMISSIONERS – The new Planning Commissioners were sworn in by Assistant City Clerk Lisa Sherrick.

ROLL CALL

Present: Heng, Becerra, Gutierrez, Lewis, Williams

Absent: None

City Staff Present: Morales, Burns, Martinez

APPROVAL OF MINUTES:

1. Regular meeting, December 8, 2020

The minutes were approved as presented.

OTHER MATTERS OR ORAL COMMUNICATIONS

None

PUBLIC HEARINGS

2. **CONDITIONAL USE PERMIT NO. 20-07
SLIGHT MODIFICATION NO. 20-01
SUBCOMMITTEE FOR DESIGN REVIEW NO. 20-36
CATEGORICAL EXEMPTION
APPLICANT: Gerardo Limon
LOCATION: 1208 S. Hollencrest Drive
REQUEST:** The applicant is requesting a Conditional Use Permit to allow for the construction of a 1,868-square foot second-story addition, a 734-square foot single-story addition, 952-square foot 3-car garage to replace the existing 2-car garage, and a 520-square foot balcony to the existing 4,344-square foot second-story single family residence. The proposed house will have a total floor area of 7,465-square feet exceeding the 5,000 square foot maximum unit size. The

applicant is also requesting a Slight Modification to exceed the maximum 25-foot building height by 2 feet.

Planning Manager Jo-Anne Burns presented the staff report. She also showed the Commission pictures of the story poles and answered questions by the Commission regarding the project.

Chairperson Heng opened the public hearing.

PROPONENTS:

Gerardo Limon, applicant, told the Commission that the property owners wanted to make their home larger. He added that the story poles were installed to show the size of the home with the addition, and that the neighbor's view would not be blocked by the addition. He showed the Commission pictures and said the height of the home would be consistent with other existing houses. He also pointed out that the addition conformed to the Zoning Code. In addition the property owner preferred the gable design and a more modern look. The Commission asked height of the proposed home and difference between the gable and Dutch gable roof.

OPPONENTS:

Paul Maselbas, Don Holtz and Carlos Garay spoke in opposition to the request. Mr. Maselbas said his concerns at the first hearing had been misrepresented and told the Commission that the existing house is already 31% larger than the average size of surroundings homes. He added that he had requested the story poles to show how large the proposed home would be. Mr. Holtz expressed his opposition to the size of the home because it would be too large. Mr. Garay said he lives across the street from the project site (approximately 50 feet below the proposed structure) and expressed his concern with the possible loss of his privacy. He requested that the project be denied.

REBUTTAL:

Mr. Limon told the Commission that the project is the same as was presented at the November 10, 2020 meeting and complied with all applicable zoning requirements. He added there are larger homes in the area. In addition he added that the radius of public hearing notification was 300 feet, and it was possible Mr. Garay lived outside of that radius.

Chairperson Heng closed the public hearing.

There was a discussion by the Commission regarding the testimony during the public hearing. The Commission discussed the conditional use permit process with regard to this property, the number of homes in the subject area that are of the same size, the size of the home once the project is completed and whether this

project is in compliance with the General Plan. There was also a discussion with City Attorney Ivy Tsai regarding restricting accessory dwelling units on this property.

Motion by Gutierrez to approve Option 2 with a reduction of 300 sq ft from the project. The motion died for lack of a second.

Motion by Becerra, seconded by Lewis, to continue the public hearing to February 23, 2021, recommending Option 2 with direction to staff to talk to the applicant and City Attorney regarding the possibility of including a Condition of Approval to prohibit the future addition of an ADU/JADU and to verify the potential of not requiring the expansion of the garage Motion carried 5-0.

Chairperson Heng said this matter will be continued to the February 23, 2021 regular meeting.

3. PRECISE PLAN NO. 20-04
 PROJECTS PURSUANT TO A SPECIFIC PLAN
 APPLICANT: Charles Chipp Riddle III of Emanate Health
 LOCATION: 1115 S. Sunset Avenue
 REQUEST: Implementation of Phase I – expansion of the hospital including a new 2-story medical office building, new emergency room and ICU Department, and new 4-level parking within the 28.78 acre Queen of the Valley Hospital Specific Plan area.

Planning Manager Jo-Anne Burns presented the staff report. During her presentation she spoke about the amended mitigation measures. In addition, she told the Commission that Robert Torres had submitted a letter requesting that a fence be required between the Queen of the Valley property and the adjacent property. In addition, Commissioner Gutierrez inquired about the possibility that Queen of the Valley could be designated as a trauma center. There was a short discussion regarding this matter.

Chairperson Heng opened the public hearing.

PROPONENTS:

Charles Chipp Riddle III, representing Emanate Health, spoke in favor of the project. In addition he answered questions by the Commission regarding this facility and how the Covid-19 Pandemic affected the development of the project. He also answered questions by the Commission related to the number of Intensive Care Rooms and negative pressure rooms would be available after it's constructed.

OPPONENTS:

No one spoke in opposition to the project.

PLANNING DEPARTMENT STAFF REPORT

SUBJECT

CONDITIONAL USE PERMIT NO. 20-07

SLIGHT MODIFICATION NO. 20-01

SUBCOMMITTEE FOR DESIGN REVIEW 20-36

CATEGORICAL EXEMPTION

APPLICANT: Gerardo Limon

LOCATION: 1208 S Hollencrest Drive

REQUEST: The applicant is requesting a Conditional Use Permit to allow for the construction of a 1,868-square foot second-story addition, a 734-square foot single-story addition, 952-square foot 3-car garage to replace the existing 2-car garage, and a 520-square foot balcony to the existing 4,344-square foot second-story single-family residence. The proposed house will have a total floor area of 7,465-square feet exceeding the 5,000-square foot maximum unit size. The applicant is also requesting a Slight Modification to exceed the maximum 25-foot building height by 2 feet.

BACKGROUND

The project site is located on the north side of Hollencrest Drive, directly southeast of its intersection with Casa Grande Drive/Hollenbeck Street. The lot is currently developed with a 4,344-square foot two-story residence originally constructed in the 1960s with additions/remodels completed in the late 1970s.

ITEM	DESCRIPTION
ZONING AND GENERAL PLAN	"Residential Single Family" (R-1) and "Neighborhood - Low Density Residential" (NL)
SURROUNDING LAND USES AND ZONING	North: Residential Single Family (R-1); Residential Home South: Residential Single Family (R-1); Suburban Water Systems East: Residential Single Family (R-1); Residential Home West: Residential Single Family (R-1); Residential Home
CURRENT DEVELOPMENT	Single Family Residential Home
LEGAL NOTICE	Legal Notice was published in the San Gabriel Valley Tribune, and was mailed to 35 owners and occupants of the properties located within 300 feet of the subject site.

DISCUSSION

The project site is in the "Single-Family Residential" (R-1) zone, Area District III. The neighborhood is characterized with two-story and/or split level homes on hillside lots with building pads above street level. The project involves the construction of a 1,868-square foot second-story addition, a 734-square foot single-story addition, a 952-square foot 3-car garage to replace the existing 2-car garage, and a 520-square foot balcony. The total proposed net addition to the existing house is 3,120 square feet (1st floor addition + 2nd floor addition + garage addition, minus credit for existing garage).

Conditional Use Permit (CUP)

The proposed addition requires a Conditional Use Permit because it exceeds the 25% threshold of the 4,000 square-foot maximum unit size for lots between 20,000 and 24,999 square feet.

The existing two-story home is 4,344 square feet and the applicant is proposing to add on 3,120 square feet for a total of 7,646 square feet.

The proposed addition features large exterior windows, gray shade concord double vinyl siding, an offset 3-car garage, and one balcony to the rear of the property. The interior layout would provide seven bedrooms, five bathrooms, one powder room, one baby room, a dining area, a living room, a family room, a laundry room, and a kitchen. The residence has an existing balcony, two attached patios, and one detached patio.

The applicant is proposing two different roof designs for the proposed addition. Option 1 is proposing a dutch gable roof for the new second story addition to match the existing residence. Option 2 is proposing a gable roof for the new second story addition and keeping the dutch gable roof of the existing residence.

Staff Survey of Surrounding Residences

Staff review of the neighborhood surrounding the subject property found that the area consists of single-story and second-story houses that were constructed from 1951 to 1977. Staff conducted a survey of 13 homes surrounding the subject property. The houses in the survey are located on Hollencrest Drive, Hollenbeck Street, South Hills Drive, Casa Grande Drive, Shasta Street, and Merced Avenue.

The following chart shows the mean and median lot size, square footage of the homes, and floor area ratio of the surveyed homes. The mean is the average of all 13 homes, and the median is the number that falls directly in the middle of listed in numerical

order.

	LOT SIZE	FLOOR AREA	FLOOR AREA RATIO
MEAN	24,063 sq ft	3,855 sq ft	19%
MEDIAN	16,467 sq ft	3,453 sq ft	19%
SUBJECT PROPERTY	23,160 sq	7,465 sq ft	32%

Although the proposed home would be approximately 94% larger than the average size house within the surveyed area, there is one other house in the immediate neighborhood larger than the proposed house (largest house is 10,113 square feet). However, the largest house in the area, is also on the largest lot in the neighborhood (106,757 square feet) and has a much smaller floor area ratio of 9%. The second largest house in the surveyed area is 4,932 square feet and is on a 22,206 square foot lot with a 22% percent floor area ratio. The floor area ratio for the surveyed homes range from 9% to 25%. In terms of size, the house with the proposed addition, is significantly larger in floor area than other homes in the area on comparable size lots. However, staff is not necessarily opposed to the size of the proposed home because, as conditioned, the visual scale and massing presented by the addition from off-site (street and residential) views is insignificant due to the topography of the site; the building pad is higher than the street and the addition would not be readily visible from pedestrians and vehicles passing by, while the neighboring home directly to the east is located on a higher elevation with hill side views to the north and the neighboring property directly south is the Suburban Water company property.

Slight Modification

The applicant is also requesting a Slight Modification to exceed the maximum 25-foot building height by 2 feet in order to continue the height of the existing house. The existing house is 27'-0" in height as measured from the lowest adjacent grade to the top of the ridge, the proposed addition will be the same height as the existing house. Since the existing house is long-standing, granting of the slight modification is necessary to accommodate the addition.

Subcommittee for Design Review

Since the Conditional Use Permit application requires Planning Commission review and approval, the design review aspect of the project has been forwarded to the Planning Commission to promote efficiency in project review. The following is a discussion of Subcommittee Guidelines for new two-story additions:

1. Design the two-story house or addition so that all setbacks, including second

story, have been met. The proposed two-story single-family homes are in compliance with all applicable setback requirements.

The proposed house complies with all setback requirements. The proposed first story of the house will be 33 feet 5 inches from the front property line, 21 feet 2 inches from the east side property line, and 15 feet 9 inches from the north rear property line. The second story is setback 30 feet 5 inches from the front property line, 21 feet 2 inches from the east side property line, 29 feet 4 inches from the rear property line.

2. In area that is predominantly one story, it is encouraged that the size of the second story be reduced in relation to the ground floor. A smaller second floor will not appear as massive or boxy. (Plate height shall be consistent with the first story of the house)

The subject property is located in a neighborhood that is composed of both single-story and second-story homes. With the proposed addition the house would have a 3,371 square foot first-floor and a 3,142-square foot second floor. The proposed plate height for the second floor is 4 inches lower than the first floor plate height and the proposed first floor area is larger than the second floor area for the proposed home.

3. New two-story additions can result in privacy impacts to neighboring properties. Design the second story to reduce or eliminate the need for windows on the side elevations. High windows that allow light in but restrict views onto neighboring properties may also reduce privacy impacts. In an area that is predominately one story, the elements of the house usually emphasize the horizontal. Many modern two-story designs emphasize the vertical through two-story porches with tall columns, tall windows, and two-story front elevations with no horizontal breaks. These elements are generally out-of-character with a one-story neighborhood.

The proposed two-story home abuts split-level and two-story homes. The proposed addition will not have any privacy impacts to the surrounding neighbors because it overlooks the street and the proposed balcony is oriented towards hill side views to the north.

4. When adding a second-story elevation in a one-story area, it is encouraged to provide a significant second-story setback on the front elevation. By adding back the second story from the first story, the front of the house will fit better in the context of a one-story neighborhood.

The site is located in a predominately two-story neighborhood. The proposed house will provide sufficient first floor and second floor setbacks.

5. In an area that is predominately one story, the addition of a second-story balcony,

especially in a flatland neighborhood, can have an effect on privacy. In these areas, balconies in rear yards are discouraged.

The applicant is proposing balconies on the west side of the proposed house. The proposed balcony will have minimal privacy impacts; the balcony on the west side will be overlooking the back yard and the street.

6. When designing a second-story addition, consider that all sides of the second story are visible. Window treatment on second-story windows is encouraged.

All proposed windows include stucco trim.

7. Discuss your proposed house or addition with adjacent neighbors. An administrative use permit or conditional use permit requires written notification to all property owners and residents within 300-feet of the property.

The city sent out a public hearing notice to 35 property owners and occupants within the 300-foot radius.

8. Landscaping that is removed or destroyed during the construction process shall be replaced prior to final inspection.

The proposal is not removing landscaping.

9. Provide the City-owned parkway width for the strip of property between the private property and the street. (This area is to allow for sidewalks or the widening of the street.)

The applicant has illustrated the city-owned parkway width on the site plan.

REQUIRED FINDINGS

CONDITIONAL USE PERMIT

1. The lot and proposed development is consistent with the general plan, zoning, and meets all other applicable code requirements.

The lot and proposed building are consistent with the Residential Low (1.1-2.0 dwelling units per acre) General Plan designation and "Single Family Residential" (R-1) zoning in that it consists of an addition to an existing single-family home. The project meets all applicable requirements of the "Single Family Residential" (R-1)

Zone, Area District III.

2. The development utilizes building materials, color schemes and a roof style which blend with the existing structure, if any, and results in a development which is harmonious in scale and mass with the surrounding residences.

The existing house features a dutch gable roof . Design Option 1 of the roof design for the proposed addition blends with the existing structure and is consistent with the architectural style of the existing house and homes in the neighborhood. The visual scale and massing presented by the addition from off-site (street and residential) views is insignificant due to the topography of the site; the building pad is higher than the street and the addition would not be readily visible from pedestrians and vehicles passing by, while the neighboring home directly to the east is located on a higher elevation with hill side views directed north, the neighboring property directly south is the Suburban Water company property.

3. The development is sensitive and not detrimental to convenience and safety of circulation for pedestrians and vehicles.

The existing house is accessible from an existing driveway on Hollencrest Drive and the addition will not negatively impact circulation or safety for pedestrians and vehicles. The subject property is developed with setbacks greater than or equal to the minimum required by the Municipal Code. The proposed house with additions does not have any effect on the convenience and safety of circulation for pedestrians or vehicles in that it will not result in any visual obstructions adjacent to a right-of-way that would affect convenience and safety of circulation for pedestrians and vehicles.

4. The development can be adequately served by existing or required infrastructure and services.

The lot is adequately served by existing infrastructure (streets, sewer, water, etc.). The proposed additions are not anticipated to require additional infrastructure or services beyond that provided for the existing residences nearby. Therefore, the development can be adequately served by existing infrastructure and services.

5. The design of the structure has given consideration to the privacy of surrounding properties through the usage and placement of windows and doors, cantilevers, decks, balconies, minimal retaining walls, trees and other buffering landscaping materials.

The design of the house has given consideration to the privacy of the surrounding properties in that the area. The area consists of both single-story and second-story homes on hillside lots with sloped topography. The existing house is two-stories. The

majority of all large windows on the proposed addition are facing the side and rear of the house which overlooks the street.

6. The development is sensitive to the natural terrain, minimizes necessary grading, de-emphasizes vertical massing which could disrupt the profile of a natural slope, and does not impede any scenic vistas or views open to the public or surrounding properties.

The proposal is sensitive to the natural terrain in that there are no major terrain modifications. Any necessary precise grading for construction will require that a grading permit be obtained from the Engineering Division. The project proposes remodeling of an existing house and a second-story addition that would not impede any scenic views from surrounding properties.

SLIGHT MODIFICATION

1. There are special circumstances (which may include, but are not limited to, size, shape, topography, location or surroundings) applicable to the property which are not applicable to other property in the property's vicinity under identical zoning classification.

The existing second-story home is over-height and is 27 feet tall; this nonconforming situation on site is longstanding. The proposed second-story addition will match the height of the existing house in order to integrate the addition to the existing structure.

2. As a result of the special circumstances, the strict application of the zoning ordinance deprives the property of meaningful privileges enjoyed by other property in the vicinity and under identical zoning classification.

Given that the existing house exceeds the 25-foot height limit for single-family residential homes by two feet, the approval of a slight modification to allow the addition to exceed the 25-foot height limit is necessary in order for the addition to match the height of the existing house and architecturally integrate/blend well with the existing structure.

3. Such variance is necessary to allow the property in question to have the same substantial property right possessed by other property in the same vicinity and zone.

The slight modification is necessary to allow for the proposed addition to be consistent with the previously approved second-story.

4. The granting of such variance will not be materially detrimental to the public

welfare or materially injurious to residents or owners of nearby properties.

Granting the slight modification will not be materially detrimental or injurious to nearby property owners as the existing house is longstanding and already exceeds the 25-foot height limitation by 2 feet. The addition will match the height of the existing house and building permits will be obtained to allow for the addition.

5. That the granting of such variance shall be consistent with the adopted general plan and any applicable specific plans.

The General Plan land use designation for the site is Neighborhood - Low Density Residential. The height variance is consistent with the General Plan land use designation in that it will not impact the use or increase the density of the site.

6. The variance does not authorize a use or activity which is not otherwise expressly authorized by the zoning regulations governing the parcel of property.

The property is located in the Single-Family Residential zone and is developed with a single-family residential home. The height variance will not change the single-family residential use and zoning of the lot.

ENVIRONMENTAL DETERMINATION

The proposal is considered to be categorically exempt, pursuant to Sections 15301 (Class 1, Existing Facilities) and 15303 (New Construction or Conversion of Small Structures) of the California Environmental Quality Act (CEQA), as the proposal involves the remodel and additions to an existing structure.

CONCLUSION

The project consists of a 1,868-square foot second-story addition, a 734-square foot single-story addition, 952-square foot 3-car garage to replace the existing 2-car garage, and a 520-square foot balcony to the existing 4,344-square foot second-story single-family residence. The proposed house will have a total floor area of 7,465-square feet exceeding the 5,000-square foot maximum unit size. The applicant is also requesting a Slight Modification to exceed the maximum 25-foot building height by 2 feet.

STAFF RECOMMENDATIONS

Planning Staff recommends that the Planning Commission adopt a resolution approving Conditional Use Permit No. 20-07, Slight Modification No. 20-01, and Subcommittee for Design Review No. 20-36 with design Option 1.

LARGE ATTACHMENTS

Due to Covid-19, the set of plans are available for review with a scheduled appointment. Please contact the Planning Division at (626) 939-8422 to schedule an appointment.

Submitted by: Camillia Martinez, Assistant Planner

Attachments

Attachment No. 1 - Resolution (CUP)

Attachment No. 2 - Resolution (SM)

REBUTTAL:

The applicant's representative, Mr. Kim, told the Commission that he understands the Commission's concern with students at the tutoring centers/schools being protected from people under the influence; however, he reminded the Commission that the business is a restaurant, not a bar.

Chairperson Heng closed the public hearing.

There was a discussion by the Commission regarding the location of the schools in the shopping center. At the conclusion of the discussion, it was the consensus of the Commission that students at the schools would not be adversely affected by the sales of alcoholic beverages in the restaurant. In addition, the Commission discussed the length of time the restaurant had been operating and Department of Alcoholic Beverage Control regulations due to the Covid-19 pandemic.

Motion by Redholtz, seconded by Jaquez, to waive further reading and adopt Resolution No. 20-6048, approving Administrative Use Permit No. 20-18. Motion carried 3-2 (Kennedy, Holtz opposed.)

This action is final unless appealed to the City Council within ten (10) days.

4. **CONDITIONAL USE PERMIT NO. 20-07
SLIGHT MODIFICATION NO. 20-01
SUBCOMMITTEE FOR DESIGN REVIEW NO. 20-36
CATEGORICAL EXEMPTION**

APPLICANT: Gerardo Limon

LOCATION: 1208 S Hollencrest Drive

REQUEST: The applicant is requesting a Conditional Use Permit to allow for the construction of a 1,868-square foot second-story addition, a 734-square foot single-story addition, 952-square foot 3-car garage to replace the existing 2-car garage, and a 520-square foot balcony to the existing 4,344-square foot second-story single family residence. The proposed house will have a total floor area of 7,465-square feet exceeding the 5,000 square foot maximum unit size. The applicant is also requesting a Slight Modification to exceed the maximum 25-foot building height by 2 feet.

Commissioner Holtz recused himself because he lives within 300 feet of the project and left the Chambers.

Assistant Planner Camillia Martinez presented the staff report. She reviewed various features of the proposed home and presented two options for the roof design. Staff recommended Option No. 1.

Chairperson Heng opened the public hearing.

PROPOSERS:

Chen Jian spoke to the Commission regarding the request. There was a discussion between Ernesto Esquer, the property owner and the Commission regarding the view and the height of the proposed addition.

OPPOSERS:

Paul Maselbas, resident, spoke to the Commission regarding his concern with the size of the home with the proposed addition. There was a discussion between the opponent and the Commission. Mr. Maselbas requested that story poles be used to measure the size of the proposed addition and determine whether it would block his view.

REBUTTAL:

Gerardo Limon, applicant, addressed the comments by the opponent and agreed to utilize story poles. Fernando Solis spoke to the Commission about the differences in grading in the area.

There was a lengthy discussion by the Commission regarding the testimony in rebuttal to the opponents.

Motion by Jaquez, seconded by Heng, to continue this matter to the December 8, 2020 regular meeting to allow the applicants to install story poles, prepare a presentation of the difference in grades, and prepare an elevation of the new proposed roof line. Motion carried 3-1 (Redholtz opposed, Holtz recused.)

5. CONDITIONAL USE PERMIT NO. 20-10
CATEGORICALLY EXEMPT

APPLICANT: George Botros

LOCATION: 2847 Countrywood Lane

REQUEST: The applicant is requesting a conditional use permit for a Large Home to construct a 196-square foot first floor addition to the existing two-story single-family residence. The house with the proposed addition would be 5,067 square feet, which exceeds the 3,999 square foot maximum unit size by 1,068 square feet.

Assistant Planner Rene Aguilar presented the staff report. He told the Commission this was an extension to the rear of the home to enlarge the kitchen, family room and breakfast area. Staff recommended approval of the project.

Chairperson Heng opened the public hearing.

PETITION TO WEST COVINA PLANNING COMMISSION

JANUARY 23, 2021

PETITION ORGANIZER: PAUL H. MASELBAS
 1216 HOLLENCREST DR
 WEST COVINA
 (626) 419-6390

WE, THE UNDERSIGNED, PETITION THE WEST COVINA PLANNING COMMISSION TO DENY THE APPLICATION FOR CONDITIONAL USE PERMIT NO. 20-07 AND SLIGHT MODIFICATION NO. 20-01 TO CONSTRUCT AN ADDITION TO AN **EXISTING 4,344 SQUARE FOOT HOUSE LOCATED AT 1208 S. HOLLENCREST DRIVE** TO A NEW TOTAL FLOOR AREA OF **7,465 SQUARE FEET**, EXCEEDING THE 5,000 SQUARE FOOT MAXIMUM HOUSE SIZE ALLOWED UNDER CITY ORDINANCE AND EXCEEDING THE 25-FOOT ALLOWABLE HEIGHT MAXIMUM BY 2 FEET.

NAMEDATEADDRESS

Michael Cervantes	1-23-2021	2133 E CASA GRANDE DR WEST COVINA 91791
Zelaida Oviedo	1-23-2021	1205 S. South Hills Dr W.C. 91791
ELIA ESCANDON	1-23-2021	1161 S. HOLLENBERG ST W.C. 91791
Blake Colley	1-23-21	1158. Hollenbeck St. WE 91791
DON HOLTZ	1-23-21	1228 HOLLENCREST ST. CA 91791
Sharon Hall	1-23-21	1228 Hollencrest - 91791
Don Carman	1-23-21	1238 Hollencrest 91791
KIEN TRUONG	1-24-21	1230 SOUTH HILLS Dr. CA 91791
Carlos Garay	1-24-21	2147 CASA GRANDE DR CA 91792

PETITION TO WEST COVINA PLANNING COMMISSION

JANUARY 23, 2021

PETITION ORGANIZER: PAUL H. MASELBAS
1216 HOLLENCREST DR
WEST COVINA
(626) 419-6390

WE, THE UNDERSIGNED, PETITION THE WEST COVINA PLANNING COMMISSION TO DENY THE APPLICATION FOR CONDITIONAL USE PERMIT NO. 20-07 AND SLIGHT MODIFICATION NO. 20-01 TO CONSTRUCT AN ADDITION TO AN EXISTING 4,344 SQUARE FOOT HOUSE LOCATED AT 1208 S. HOLLENCREST DRIVE TO A NEW TOTAL FLOOR AREA OF 7,465 SQUARE FEET, EXCEEDING THE 5,000 SQUARE FOOT MAXIMUM HOUSE SIZE ALLOWED UNDER CITY ORDINANCE AND EXCEEDING THE 25-FOOT ALLOWABLE HEIGHT MAXIMUM BY 2 FEET.

NAME	DATE	ADDRESS
Will Hung	02-20-2021	2042 E Casa Grande Dr
Ryan Pham Phan	2-20-2021	2043 E Casa Grande Dr
Robert Vega	2/20/2021	2035 E. Casa Grande Dr, W. Covina, Ca
Bonnie Kisanatsky	2-20-21	2100 E. Casa Linda Dr
Isidra Morando	2-20-21	2110 CASA GRANDE DR. W.C.
John Gelsco	2-20-21	2125 CASA GRANDE W.C.
Susan Brown	2-20-21	2035 Casa Grande W.C.
Janeis Chavola	2/20/21	1310 S Hollencrest

PETITION TO WEST COVINA PLANNING COMMISSION

JANUARY 23, 2021

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NAME	DATE	ADDRESS
Jacob GRAYBILL	2-20-21	2305 E. CASA Linda DR. West Covina
Wally Tim	2-20-21	2317 E. Casa Linda Dr West Covina.
James Osborne	2/20-21	1238 S. Hidden Valley Drive West Covina
Gary Born	2/20/21	1238 S. Hidden Valley Dr West Covina CA
Joe TORRES	2/20/21	1244 S. Hidden Valley West Covina CA
Iden Lund	2/20/21	1300 Hollencrest Dr. West Covina, CA
T. SLOTT WARE	2/20/21	1311 Hollencrest Dr. W. Covina, CA
Glenn Parker	2/21/21	2100 E. Casa Grande Dr. W. Covina, CA

Downslope View of Appellant's Property from the Project Site's Backyard



Downslope View of Appellant's Property from the 2nd Floor Addition (approx. location)





AGENDA STAFF REPORT

City of West Covina | Office of the City Manager

DATE: April 6, 2021

TO: Mayor and City Council

FROM: David Carmany
City Manager

SUBJECT: CONSIDERATION OF ORDINANCE AMENDING PORTIONS OF CHAPTER 26 OF THE MUNICIPAL CODE PERTAINING TO ACCESSORY DWELLING UNITS AND JUNIOR ACCESSORY DWELLING UNITS

RECOMMENDATION:

It is recommended that City Council conduct the public hearing and then introduce, by title only, further reading waived, the following ordinance:

ORDINANCE NO. 2480 - AN ORDINANCE OF THE CITY COUNCIL OF WEST COVINA, CALIFORNIA, AMENDING PORTIONS OF CHAPTER 26 OF THE MUNICIPAL CODE TO AUTHORIZE ACCESSORY DWELLING UNITS AND JUNIOR ACCESSORY DWELLING UNITS CONSISTENT WITH STATE LAW REQUIREMENTS

BACKGROUND:

In September 2019, the State Legislature adopted Senate Bill (SB) 13 and Assembly Bills (AB) 68, 670, and 881 which were signed by Governor Newsom in October 2019 and took effect January 1, 2020. Cities that did not adopt an ordinance pertaining to accessory dwelling units (ADUs) in compliance with State law are required to follow the standards described in the Government Code. In response to the actions of the State, on November 26, 2019, the Planning Commission initiated Code Amendment 19-06 (3-2 vote).

Due to time constraints, the City Council adopted the Urgency Ordinance on December 17, 2019, which went into effect January 1, 2020.

The Urgency Ordinance reflected the City's best interpretation, keeping in mind previous directives from the Department of Housing and Community Development ("HCD"), with the intent that the City would revise the Ordinance once comments and feedback were received from HCD.

On October 5, 2020, the City conducted a virtual meeting with HCD and were informed that the City's current ordinance addressing ADUs was inconsistent with State Law. Staff prepared a draft revision to the ADU Ordinance, which was submitted for HCD review.

PLANNING COMMISSION REVIEW

On December 8, 2021, the Planning Commission held a public hearing and adopted Resolution No. 20-6063, recommending to the City Council approval of Code Amendment No. 19-06 (4-1 vote).

DISCUSSION:

The Ordinance before the City Council has been reviewed by HCD and approved by HCD as fully compliant with State law. The following is a summary of the proposed changes:

- Clarifies that ADUs are allowed on all properties with single-family and multi-family uses, and not limited to residential zones.
- Deletes limitations regarding the number of bedrooms allowed within an ADU. The City is not allowed to limit the number of bedrooms allowed in ADUs.
- Clarifies that all properties are allowed to have at least an 800 square foot attached ADU and that there is not a limitation on floor area for ADUs created by converting existing habitable and/or non-habitable floor area.
- Deletes references to not allowing a separate address. Please note that not allowing a separate address is not a violation of State Law and the State allows cities to regulate addressing. However, assigning a separate address for ADUs on multifamily residential properties is necessary for public safety and allows public safety personnel (Police and Fire) to easily find the unit when they receive emergency calls. A separate address for ADUs located on single-family residential lots is not necessary for public safety because the number of residential units on the site are limited.
- Clarifies that ADUs and JADUs are accessory to the primary residential use and are required to share utility connections with the primary use.
- Clarifies that detached ADUs on multifamily residential properties are limited to 1,200 square feet.
- Clarifies that new or upgraded utility connections are not required for existing structures converted into ADUs.
- Deletes references to reverse corner lots. The City is not allowed to require side setbacks greater than 4 feet, no matter how the lot is configured.
- Deletes provisions regulating the location of the ADU front entry, windows, and doors. The City is not allowed to regulate the location of the front entry, nor limit the floor plan by regulating the location of doors and windows.
- Deletes requirements for fences/walls. The City is not allowed to require fences or walls because the requirement is an additional expense that may make it financially infeasible for the property owner to construct an ADU.
- Deletes requirement for the lien holder's signature on covenants.
- Clarifies that ADUs up to 16 feet in height may be constructed.
- Clarifies that second floor additions and new two-story homes require the approval of an administrative use permit.
- Clarifies that exterior stairs are not allowed to be located between the house and the property line.
- Deletes requirements for accessibility. ADUs are exempt from the Americans with Disabilities Act requirements.
- Clarifies that an attached garage is a part of the residence when determining whether a JADU is attached to the primary residence.

LEGAL REVIEW:

The City Attorney's Office has reviewed the proposed ordinance and approved it as to form.

OPTIONS:

The City Council has the following options:

1. Approve staff's recommendation; or
2. Provide alternative direction

ENVIRONMENTAL REVIEW:

The project has been reviewed for compliance with the California Environmental Quality Act (CEQA), the CEQA guidelines, and the City's environmental procedures, and is found to be exempt pursuant to CEQA Guidelines Section 15061(b)(3), as this ordinance cannot create any significant effect on the environment and pursuant to 15282(h), which states that "the adoption of an ordinance regarding second units in a single-family or multifamily zone by a city or county to implement the provisions of Sections 65852.1 and 65852.2 of the Government Code" are Statutorily Exempt from the requirements of CEQA.

Prepared by: Jo-Anne Burns, Planning Manager

Attachments

Attachment No. 1 - Ordinance No. 2480

Attachment No. 2 - Planning Commission Resolution No.20-6063

Attachment No. 3 - Dec. 8, 2020 Planning Commission Staff Report

CITY COUNCIL GOALS & OBJECTIVES: Enhance the City Image and Effectiveness

ORDINANCE NO. 2480

AN ORDINANCE OF THE CITY COUNCIL OF WEST COVINA, CALIFORNIA, AMENDING PORTIONS OF CHAPTER 26 OF THE MUNICIPAL CODE TO AUTHORIZE ACCESSORY DWELLING UNITS AND JUNIOR ACCESSORY DWELLING UNITS CONSISTENT WITH STATE LAW REQUIREMENTS

WHEREAS, effective January 1, 2020, multiple new housing laws relating to accessory dwelling units (ADUs) became law, including AB 68, AB 881, SB 13, AB 587, AB 670, and AB 671; and

WHEREAS, effective January 1, 2021, AB 3182, a new housing law which includes certain standards relating to ADUs, became law; and

WHEREAS, to preserve what limited authority the City has remaining to regulate ADUs, it is desirable that the City update its laws consistent with State law; and

WHEREAS, on December 8, 2020, the Planning Commission conducted a duly noticed public hearing as prescribed by law regarding proposed Code Amendment No. 19-06. At the conclusion of the public hearing, the Planning Commission approved Planning Commission Resolution No. 20-6063, recommending that the City Council approve Code Amendment No. 19-06; and

WHEREAS, on April 6, 2021, the City Council conducted a duly noticed public hearing as prescribed by law regarding this ordinance approving Code Amendment No. 19-06; and

WHEREAS, the City Council has duly considered all information presented to it, including written staff reports and any testimony provided at the public hearing, with all testimony received being made a part of the public record.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1. Code Amendment. Division 11 (Accessory Dwelling Units) of Article XII (Special Regulations for Unique Uses) of Chapter 26 (Zoning) of the West Covina Municipal Code is hereby amended to read as follows:

Division 11. Accessory Dwelling Units

Sec. 26-685.30. - Accessory dwelling units and junior accessory dwelling units—Purpose, definitions, occupancy.

(1) Purpose and Interpretation. The intent of this Section is to ensure that accessory dwelling units and junior accessory dwelling units remain as an accessory use to a single-family and multifamily residential uses~~residence~~, that the structures on parcels are organized to accommodate an accessory dwelling unit and/or junior accessory dwelling unit, and that such dwelling units do not adversely impact surrounding residents or the community. This Division is intended to retain the maximum ability of the city to regulate accessory dwelling units and to comply with the requirements of state law, ~~but only to the extent the city is required to do so. Notwithstanding any other provision of this Division to the contrary, nothing in this Division shall be interpreted to allow any accessory dwelling unit or junior accessory dwelling unit except to the extent required by state law.~~

(2) Definitions.

- a. The terms “accessory dwelling unit”, “public transit”, “passageway” and “tandem parking” all have the same meaning as that stated in Government Code section 65852.2 as that section may be amended time to time.
- b. “Junior accessory dwelling unit” shall have same meaning as that stated in Government Code section 65852.22(h)(1) as that section may be amended time to time.

(3) Occupancy. Except as otherwise provided by law (e.g., Government Code section 65852.26), accessory dwelling units and junior accessory dwelling units may be rented separate from the primary residence, but may not be sold or otherwise conveyed separate from the primary residence.

Sec. 26-685.31 - Accessory dwelling units—Application for accessory dwelling unit permit.

- (1) Accessory dwelling units are permitted only in ~~residential zones~~ areas zoned to allow multifamily and single family residential, subject to the issuance of a building permit. Any application for an accessory dwelling unit that meets the unit size standards and development standards contained in Sections 26-685.30 or 26-685.40 of this division, or is the type of accessory dwelling unit described in Subsection 26-685.50 of this division, shall be approved ministerially by the city by applying the standards herein and without a public hearing.
- (2) An application for an accessory dwelling unit permit shall be made by the owner of the parcel on which the primary unit sits and shall be filed with the city on a city-approved application form and subject to the established fee set by city council resolution as it may be amended from time to time.
- (3) Applications for accessory dwelling units shall conform to the requirements for, and shall obtain, a building permit consistent with the requirements of Chapter 7 (Buildings and Building Regulations) of the Municipal Code.

Sec. 26-685.32. -Accessory dwelling units—Unit size standards.

Except as otherwise provided in Section 26-685.50 of this division, ~~below~~, all accessory dwelling units shall not exceed the size standards listed below. ~~No accessory dwelling unit may contain more than two (2) bedrooms.~~

- (1) Attached accessory dwelling units: The maximum floor area of an attached accessory dwelling unit shall be the higher of:
 - a. 850 square feet for an accessory dwelling unit with 0-1 bedrooms or 1,000 square feet for an accessory dwelling unit with two (2) or more bedrooms; or
 - b. If there is an existing primary single-family dwelling, 50% of the square footage of the existing primary single family dwelling; or
 - c. All properties developed with a residential use shall be allowed to construct at least an 800-square foot accessory dwelling unit with four-foot side and rear setbacks; or
 - d. Existing habitable and/or nonhabitable areas may be converted into an attached accessory dwelling unit without any size and/or setback limitations.
- (2) Detached Units. A detached accessory dwelling unit shall not have more than one thousand two hundred (1,200) square feet of living area.
- (3) Setback requirements.
 - a. No setbacks are required for: either (i) those portions of accessory dwelling units that are created by converting existing living area or existing accessory structures to new accessory dwelling units or (ii) constructing new accessory dwelling units in the same location and to the same dimensions as an existing structure.
 - b. For all other accessory dwelling units, there must be a minimum of four (4) feet of setbacks from side and rear lot lines and comply with all applicable front yard setbacks.
 - c. The minimum required distance between a detached accessory dwelling unit and the primary dwelling unit, and all other structures, including garages, on the property, shall be ten (10) feet.

Sec. 26-685.33. - Accessory dwelling units—Development standards.

Any permit for an accessory dwelling unit shall be subject to the development standards listed below.

- (1) Legal lot/residence. An accessory dwelling unit shall only be allowed on a lot within the city that contains a legal, single-family or multi-family residence as an existing or proposed primary unit on a lot.

(2) Accessory dwelling units and junior accessory dwelling units are accessory to the primary ~~use dwelling unit~~. Therefore, accessory dwelling units shall not have its own separate utility meter and shall share utility connections with the primary use. ~~shall not be assigned an address separate from the primary dwelling unit, unless the accessory dwelling unit is accessory to a multifamily residential use.~~ For multi-family residential dwellings, ~~the project plans and application shall clearly identify the unit the proposed accessory dwelling unit is accessory to.~~

(3) Number of accessory dwelling units per lot.

- a. For lots with proposed or existing single-family residences, no more than one (1) accessory dwelling unit and one (1) junior accessory dwelling unit may be on the lot.
- b. For lots with existing multi-family residential dwellings:
 - i. No more than twenty-five percent (25%) of the number of the existing units, but at least one (1) unit, shall be permitted as accessory dwelling units constructed within the non-livable space (e.g., storage rooms, boiler rooms, hallways, attics, basements, or garages) of the existing multifamily dwelling structure provided that applicable building codes are met; or
 - ii. No more than two (2) detached accessory dwelling units, provided that no such unit shall be more than sixteen (16) feet in height, and each such unit complies with front yard setbacks, and meets rear-yard and side yard setbacks of four feet. The maximum square footage of detached accessory dwelling units on lots with existing multi-family residential dwellings shall ~~comply with the limits set forth in subsection C (or E, if applicable) of this section.~~ be limited to one thousand two hundred (1,200) square feet of living area.

(4) Building Code Compliance. All new accessory dwelling units must comply with Chapter 7 of the Municipal Code (“Buildings and Building Regulations”) and any other applicable provisions of the California Building Standards Code. However, fire sprinklers shall not be required if they are not required for the primary residence.

(5) Utilities.

- a. All accessory dwelling units and junior accessory dwelling units must be connected to public utilities (or their equivalent), including water, electric, and sewer services. Accessory dwelling units and junior accessory dwelling units shall not have its own separate utility meter and shall share utility connections with the primary use.
- b. All accessory dwelling units and junior accessory dwelling units shall have adequate water supply and sewer service.

- c. No overhead utility lines are to be relocated or otherwise modified to permit construction of an accessory dwelling unit or junior accessory dwelling unit. If existing overhead utility lines are to be relocated or otherwise modified to permit construction of an accessory unit, such lines shall be converted to underground services.
- d. ~~Except as provided in subsection e below,~~ the City may require the installation of a new or upgraded utility connection for the a new accessory dwelling unit structure ~~junior accessory dwelling unit and~~ and/or the existing house to accommodate the additional burden of the proposed accessory dwelling unit on the existing utility infrastructure. The connection fee or capacity charge shall be proportionate to the burden of the proposed accessory dwelling unit based on either its square feet or number of drainage fixture unit values. New or upgraded utility connection shall not be required for existing structures converted into accessory dwelling units.
- e. ~~No separate connection between the accessory dwelling unit and the utility shall be required~~

(6) Parking.

- a. The City shall require the owner to provide one (1) parking space unless the accessory dwelling unit has no bedrooms (e.g., a studio), in which case no space is required. The required parking space shall have a minimum dimension of ten (10) feet in width and twenty (20) feet in depth. The required parking space may be provided as:
 - i. Tandem parking on an existing driveway in a manner that does not encroach onto a public sidewalk and otherwise complies with city parking requirements; or
 - ii. Within a setback area or as tandem parking in locations determined feasible by the City for such use. Locations will be determined infeasible based upon specific site or regional topographical or fire and life safety conditions, or that such parking is not permitted anywhere else in the City.
- b. Notwithstanding the foregoing, no parking space shall be required for an accessory dwelling unit if:
 - i. It is located within one-half mile walking distance of public transit;
 - ii. It is located within an architecturally and historically significant district;
 - iii. It is part of a proposed or existing primary residence or accessory structure;
 - iv. When on-street parking permits are required but not offered to the occupant of the accessory dwelling unit; or
 - v. Where there is a car share vehicle located within one block of the accessory dwelling unit.

- c. When a garage, carport, or covered parking structure is demolished in conjunction with the construction of an accessory dwelling unit or converted to an accessory dwelling unit, the off-street parking spaces do not have to be replaced.

(7) Siting. Detached accessory dwelling units may not be located within the area between the front property line and the line parallel to, and touching, the back of the primary residence. ~~For reversed corner lots where a house is facing and located fronting on a street side property line, an accessory dwelling unit shall not be located within the area between the street side property line and a line parallel to the most distant part of the house from the street side property line.~~

(8) Exterior Access. The entrance to an accessory dwelling unit shall be separate from the entrance to the primary dwelling unit. ~~and shall not be on the front elevation. If topography restricts access from all side and rear elevations, the accessory dwelling unit door may be on the front elevation provided it is not prominently visible from the right of way.~~

~~9. Wall and/or Fence Requirement. A six (6) foot high wall or solid fence shall be provided and maintained on the rear yard boundary of any lot containing an accessory dwelling unit. Said wall or solid fence shall comply with this Code in relation to height and location as approved by the planning director.~~

~~10. Windows and doors along the side and/or rear property lines. No windows and/or doors shall be located within 10 feet from the side and/or rear property lines.~~

(9) Recorded Covenants. Before obtaining a permit for an accessory dwelling unit, the property owner shall file with the county recorder a declaration or agreement of restrictions ~~and an agreement to subordinate executed by all senior lienholders on title to prevent extinguishment of the easement via foreclosure~~ which has been approved by the city attorney as to its form and content, describing restrictions that allows for and the continued use of the accessory dwelling as follows:

- a. the accessory dwelling unit shall not be sold separately from the primary residence;
- b. the accessory second unit is restricted to the maximum size allowed per the development standards set forth in this section;
- c. ~~starting in January 1, 2025, the accessory dwelling unit shall be considered legal only as long as either the primary residence or the accessory dwelling unit is occupied by the owner of record or state law is amended to prohibit such requirements; and~~
- d. the restrictions shall be binding upon any successor in ownership of the property, and lack of compliance shall result in legal action against the property owner for noncompliance with the requirements for an accessory dwelling unit. In the event of violation, the property owner shall be responsible for all fees and penalties, as well as the city's enforcement costs.

(10) Conversion of existing primary unit. An existing primary dwelling may be converted to an accessory dwelling unit if it complies with all applicable requirements of this ordinance. If so, a new, larger primary residence may be constructed.

(11) Design requirements for new units. All new accessory dwelling units must comply with the following design requirements:

a. The exterior materials, colors, roof pitch and architecture shall match the primary unit.

b. Accessory dwelling units shall not exceed 16 feet in height, unless the accessory dwelling unit is a conversion of an existing second floor area, a second-story addition to an existing residence, or is located on the second-floor of a new two-story house. ~~the height level of the tallest existing structure on the parcel, or as required in the base zoning district, whichever is less.~~

i. All second-story additions to an existing residence, and/or new two-story homes shall require the approval of an administrative use permit per Section 26-270 of the West Covina Municipal Code.

ii. Exterior staircases serving second-floor accessory dwelling units shall not be located in between the property line and the existing building.

c. Lighting shall not ~~spill~~ be directed on to neighboring lots.

d. Any attached accessory dwelling unit shall be attached to the living area of the primary dwelling unit by a common wall or floor/ceiling, and not simply by an attached breezeway, porch, or patio.

~~14. Accessibility standards. New construction of any ground level accessory dwelling unit shall be designed and constructed to allow for disability/accessibility standards. Plans shall demonstrate future entrance capability and actual construction shall include adequate door and hallway widths, maneuvering space in kitchens and bathrooms, and structural reinforcements for grab bars.~~

(12) Passageway. No passageway shall be required in conjunction with the construction of an accessory dwelling unit.

Sec. 26-685.34. - Accessory dwelling unit and junior accessory dwelling unit exceptions.

(1) Accessory dwelling units shall be approved for the following types of accessory dwelling units, regardless of whether the applicant meets the development standards contained in this Title. ~~In no event may any parcel with a single family dwelling have more than one accessory dwelling unit on site or more than one junior accessory dwelling unit per site. In no event may any parcel with a multi family housing unit have more than two accessory dwelling units or any junior accessory dwelling units on site.~~ Accessory dwelling units and junior accessory dwelling units are accessory to the primary use dwelling unit. Therefore, accessory dwelling units and junior accessory dwelling units shall not have its own utility meter and shall share utility connections with the primary use. ~~not be assigned an address separate from the primary dwelling unit. For multi family residential dwellings, the project plans and application shall clearly identify the unit the proposed accessory dwelling unit is accessory to.~~

a. For Single Family Dwelling lots in residential zones, either:

- i. One accessory dwelling unit and one junior accessory dwelling unit per lot may be constructed. ~~within an existing or proposed single family dwelling. Alternatively, the accessory dwelling unit may be constructed within an existing accessory structure (as that term is defined in Government Code section 65852.2) and such proposal may include an expansion of not more than 150 square feet beyond the physical dimensions of the existing accessory structure to accommodate ingress and egress.~~ Each accessory dwelling unit and junior accessory dwelling unit must have exterior access and side and rear setbacks sufficient for fire safety and comply with all other setback requirements. If the unit is a junior accessory dwelling unit, it must also comply with the requirements of Section 26-685.70 below; or
- ii. One detached, new construction, accessory dwelling unit with setbacks of at least four (4) feet from side and rear yards and in compliance with front yard setbacks, no more than eight hundred (800) square feet floor area, and a height not exceeding sixteen (16) feet on a lot with an existing or proposed single family dwelling. ~~No windows and/or doors shall be located within 10 feet from the side and/or rear property lines.~~

b. On a lot with an existing multifamily residential use dwelling ~~within a residential zone~~:

- i. Accessory dwelling units may be constructed in areas that are not used as livable space within an existing multi-family dwelling structure (e.g., storage rooms, boiler rooms, passageways, attics, basements, or garages), provided the spaces meet state building standards for dwellings. The number of interior accessory dwelling units permitted on the lot shall not exceed twenty-five percent (25%) of the current number of units of the multi-family complex on the lot and at least one such unit shall be allowed; and
- ii. Up to two (2) detached accessory dwelling units may be constructed, provided they are no taller than sixteen (16) feet, and they have at least four

(4) feet of side and rear yard setbacks. Detached accessory dwelling units constructed pursuant to this subsection (b) shall not exceed ~~eight hundred~~ one thousand two hundred (1,200) square feet in floor area.

- (2) Accessory dwelling units approved under this Section 26-685.50 shall not be rented for a term of 30 days or less.
- (3) Accessory dwelling units or junior accessory dwelling units approved under this Section 26-685.50 shall not be required to correct legal nonconforming zoning conditions as a pre-condition to obtaining this authorization.

Sec. 26-685.35. - Accessory dwelling units—General plan consistency.

In adopting these standards, the city recognizes that the approval of dwelling units may, in some instances, result in dwelling densities exceeding the maximum densities prescribed by the general plan. The city finds that this occurrence is consistent with the general plan, as dictated under state planning and zoning law applicable to accessory dwelling units.

Sec. 26-685.36. - Junior accessory dwelling units.

- (1) Purposes: This section provides standards for the establishment of junior accessory dwelling units. Junior accessory dwelling units will typically be smaller than an accessory dwelling unit, will be constructed within the walls of an existing or proposed single family residence and requires owner occupancy in the single-family residence where the unit is located.
- (2) Size: A junior accessory dwelling unit shall not exceed 500 square feet in size.
- (3) Owner Occupancy: The owner of a parcel proposed for a junior accessory dwelling unit shall occupy as a primary residence either the primary dwelling or the junior accessory dwelling. Owner-occupancy is not required if the owner is a governmental agency, land trust, or “housing organization” as that term is defined in Government Code Section 65589.5(k)(2), as that section may be amended from time to time.
- (4) Sale Prohibited: A junior accessory dwelling unit shall not be sold independently of the primary dwelling on the parcel.
- (5) Short term rentals: The junior accessory dwelling unit shall not be rented for periods of 30 days or less.
- (6) Location of Junior Accessory Dwelling Unit: A junior accessory dwelling unit shall be entirely within a single-family residence; an attached garage is considered a part of the residence.

- (7) Kitchen Requirements: The junior accessory dwelling unit shall include an efficiency kitchen, including a food preparation counter and storage cabinets that are of reasonable size in relation to the size of the junior accessory dwelling unit.
- (8) Parking. No additional parking is required beyond that already required for the primary dwelling.
- (9) Fire Protection; Utility Service. For the purposes of any fire or life protection ordinance or regulation or for the purposes of providing service for water, sewer, or power, a junior accessory dwelling unit shall not be considered a separate or new unit, unless the junior accessory dwelling unit was constructed in conjunction with a new single-family dwelling. No separate connection between the junior accessory dwelling unit and the utility shall be required for units created within a single-family dwelling, unless the junior accessory dwelling unit is being constructed in connection with a new single-family dwelling.
- (10) Deed Restriction. Prior to the issuance of a building permit for a junior accessory dwelling unit, the owner shall record a deed restriction in a form approved by the city that includes a prohibition on the sale of the junior accessory dwelling unit separate from the sale of the single-family residence, requires owner-occupancy consistent with subsection (3) above, does not permit rentals for periods 30 days or shorter, and restricts the size and attributes of the junior dwelling unit to those that conform with this section.

SECTION 2. Compliance with CEQA. Adoption of this Ordinance is exempt from the California Environmental Quality Act ("CEQA") under Public Resources Code section 21080.17 [statutory exemption for second unit ordinances]; CEQA Guidelines sections 15282(h) [statutory exemption for second unit ordinances]; 15303 [new construction or small structures] and 15305 [minor alterations to land]. This Ordinance is also exempt under CEQA Guidelines section 15061, because this Ordinance will not have a significant effect on the environment, because ADUs will largely constitute infill housing which is exempt from CEQA.

SECTION 3. Inconsistencies. Any provision of this Ordinance which is inconsistent with state law shall be interpreted in a manner to be consistent with state law. Any provision of the West Covina Municipal Code or appendices thereto inconsistent with the provisions of this Ordinance, to the extent of such inconsistencies and no further, is hereby repealed or modified to that extent necessary to affect the provisions of this Ordinance.

SECTION 4. Severability. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council of the City of West Covina hereby declares that it would have adopted this Ordinance and each section, subsection, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases or portions be declared invalid or unconstitutional.

SECTION 5. Effective Date. This Ordinance shall take effect and be in force thirty (30) days from and after the date of its passage.

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

SECTION 7. Transmit Ordinance to HCD. The City Clerk is directed to send a copy of this Ordinance to the Department of Housing and Community Development within 60 days of the adoption of this Ordinance.

PASSED, APPROVED AND ADOPTED on the _____ day of _____, 2021.

Letty Lopez-Viado
Mayor

APPROVED AS TO FORM

ATTEST

Thomas P. Duarte
City Attorney

Lisa Sherrick
Assistant City Clerk

I, LISA SHERRICK, ASSISTANT CITY CLERK of the City of West Covina, California, do hereby certify that the foregoing Ordinance No. 2480 was introduced at a regular meeting of the City Council held on the 6th day of April, 2021, and adopted at a regular meeting of the City Council held on the ____ day of _____, 2021, by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Lisa Sherrick
Assistant City Clerk

P L A N N I N G C O M M I S S I O N
R E S O L U T I O N N O . 2 0 - 6 0 6 3

**A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF
WEST COVINA, CALIFORNIA, RECOMMENDING TO THE CITY
COUNCIL APPROVAL OF CODE AMENDMENT NO. 19-06, CODE
AMENDMENT RELATED TO ACCESSORY DWELLING UNITS
STANDARDS**

CODE AMENDMENT NO. 19-06

STATUTORY EXEMPTION

APPLICANT: City of West Covina

LOCATION: Citywide

WHEREAS, effective January 1, 2020 multiple new housing laws relating to accessory dwelling units (ADUs) will become law, including AB 68, AB 881, SB 13, AB 587, and AB 670, AB 671; and

WHEREAS, effective January 1, 2021, AB 3182, a new housing law which includes certain standards relating to ADUs, will become law; and

WHEREAS, to preserve what limited authority the city has remaining to regulate ADUs, it is desirable that the City update its laws consistent with State law.

WHEREAS, December 8, 2020, the Planning Commission conducted a duly noticed public hearing as prescribed by law regarding proposed Code Amendment No. 19-06. At the conclusion of the public hearing, the Planning Commission approved Planning Commission Resolution No. _____, recommending that the City Council approve Code Amendment No. 19-06 and

WHEREAS, studies and investigations made by this Commission and on its behalf reveal the following facts:

1. The City's ADU Urgency Ordinance was adopted by the City Council on December 17, 2020.
2. It is necessary to amend the municipal code in order to make the City's ADU standards consistent with State Law.

3. The proposed action is exempt from the provisions of the California Environmental Quality Act (CEQA), pursuant to Section 15061(b)(3), as this ordinance cannot create any significant effect on the environment and pursuant to 15282(h), which states that “the adoption of an ordinance regarding second units in a single-family or multifamily zone by a city or county to implement the provisions of Sections 65852.1 and 65852.2 of the Government Code” are Statutorily Exempt from the requirements of CEQA.

NOW, THEREFORE, BE IT RESOLVED, by the Planning Commission of the City of West Covina as follows:

SECTION NO. 1: The above recitals are true and correct and are incorporated herein as if set forth herein in full.

SECTION NO. 2: Based on the evidence presented and the findings set forth, Code Amendment No. 19-06 is hereby found to be consistent with the West Covina General Plan and the implementation thereof, and that the public necessity, convenience, general welfare, and good zoning practices require Code Amendment No. 19-06.

SECTION NO. 3: Based on the evidence presented and the findings set forth, the Planning Commission of the City of West Covina hereby recommends to the City Council of the City of West Covina that it approves Code Amendment No. 19-06 to amend Chapter 26 (Zoning) of the West Covina Municipal Code as shown on Exhibit “A.”

SECTION NO. 4: The Secretary is instructed to forward a copy of this Resolution to the City Council for their attention in the manner as prescribed by law and this Resolution shall go into force and effect upon its adoption.

[continued on next page]

I HEREBY CERTIFY, that the foregoing Resolution was adopted by the Planning Commission of the City of West Covina, at a regular meeting held on the 8th day of December, 2020, by the following vote.

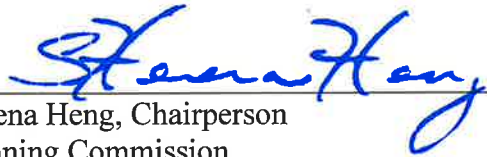
AYES: Holtz, Jaquez, Redholtz, Heng

NOES: Kennedy

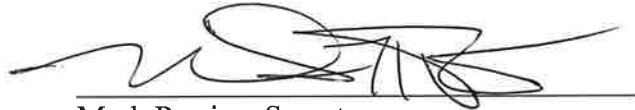
ABSTAIN: None

ABSENT: None

DATE: December 8, 2020



Sheena Heng, Chairperson
Planning Commission



Mark Persico, Secretary
Planning Commission

EXHIBIT A
ORDINANCE NO.

**AN ORDINANCE OF THE WEST COVINA CITY COUNCIL TO
AUTHORIZE ACCESSORY DWELLING UNITS AND JUNIOR
ACCESSORY DWELLING UNITS CONSISTENT WITH STATE LAW
REQUIREMENTS BY AMENDING PORTIONS OF CHAPTER 26 OF THE
MUNICIPAL CODE**

WHEREAS, effective January 1, 2020 multiple new housing laws relating to accessory dwelling units (ADUs) will become law, including AB 68, AB 881, SB 13, AB 587, and AB 670, AB 671; and

WHEREAS, effective January 1, 2021, AB 3182, a new housing law which includes certain standards relating to ADUs, will become law; and

WHEREAS, to preserve what limited authority the city has remaining to regulate ADUs, it is desirable that the City update its laws consistent with State law.

WHEREAS, _____, 2020, the Planning Commission conducted a duly noticed public hearing as prescribed by law regarding proposed Code Amendment No. 19-06. At the conclusion of the public hearing, the Planning Commission approved Planning Commission Resolution No. _____, recommending that the City Council approve Code Amendment No. 19-06 and

WHEREAS, on _____, 2020, the City Council conducted a duly noticed public hearing as prescribed by law regarding this ordinance approving Code Amendment No. 19-06 and
; and

WHEREAS, the City Council has duly considered all information presented to it, including written staff reports and any testimony provided at the public hearing, with all testimony received being made a part of the public record.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF WEST COVINA,
CALIFORNIA DOES HEREBY ORDAINS AS FOLLOWS:**

SECTION 1: Code Amendment. Division 11 (Accessory Dwelling Units) of Article XII (Special Regulations for Unique Uses) of Chapter 26 (Zoning) of the West Covina Municipal Code is hereby amended to read as follows:

Division 11. Accessory Dwelling Units

26-685.10 Accessory dwelling units and junior accessory dwelling units —Purpose, definitions, occupancy.

1. **Purpose and Interpretation.** The intent of this Section is to ensure that accessory dwelling units and junior accessory dwelling units remain as an accessory use to a single-family and multifamily residential uses~~residence~~, that the structures on parcels are organized to accommodate an accessory dwelling unit and/or junior accessory dwelling unit, and that such dwelling units do not ~~adversely~~ impact surrounding residents or the community. This Division is intended to retain the maximum ability of the city to regulate accessory dwelling units and to comply with the requirements of state law, ~~but only to the extent the city is required to do so. Notwithstanding any other provision of this Division to the contrary, nothing in this Division shall be interpreted to allow any accessory dwelling unit or junior accessory dwelling unit except to the extent required by state law.~~
2. **Definitions.**
 - a. The terms “accessory dwelling unit”, “public transit”, “passageway” and “tandem parking” all have the same meaning as that stated in Government Code section 65852.2 as that section may be amended time to time.
 - b. “Junior accessory dwelling unit” shall have same meaning as that stated in Government Code section 65852.22(h)(1) as that section may be amended time to time.
3. **Occupancy.** Except as otherwise provided by law (e.g., Government Code section 65852.26), accessory dwelling units and junior accessory dwelling units may be rented separate from the primary residence, but may not be sold or otherwise conveyed separate from the primary residence.

26-685.20 Accessory dwelling units—Application for accessory dwelling unit permit.

1. Accessory dwelling units are permitted only in ~~residential zones~~ areas zoned to allow multifamily and single family residential, subject to the issuance of a building permit. Any application for an accessory dwelling unit that meets the unit size standards and development standards contained in Sections 26-685.30 or 26-685.40 of this division, or is the type of accessory dwelling unit described in Subsection 26-685.50 of this division, shall be approved ministerially by the city by applying the standards herein and without a public hearing.
2. An application for an accessory dwelling unit permit shall be made by the owner of the parcel on which the primary unit sits and shall be filed with the city on a city-approved application form and subject to the established fee set by city council resolution as it may be amended from time to time.

3. Applications for accessory dwelling units shall conform to the requirements for, and shall obtain, a building permit consistent with the requirements of Chapter 7 (Buildings and Building Regulations) of the Municipal Code.

26-685.30 Accessory dwelling units—Unit size standards. Except as otherwise provided in Section 26-685.50 of this division, ~~below~~, all accessory dwelling units shall not exceed the size standards listed below. ~~No accessory dwelling unit may contain more than two (2) bedrooms.~~

1. Attached accessory dwelling units: The maximum floor area of an attached accessory dwelling unit shall be the higher of:
 - a. 850 square feet for an accessory dwelling unit with 0-1 bedrooms or 1,000 square feet for an accessory dwelling unit with two (2) or more bedrooms; or
 - b. If there is an existing primary single-family dwelling, 50% of the square footage of the existing primary single family dwelling; or
 - c. All properties developed with a residential use shall be allowed to construct at least an 800-square foot accessory dwelling unit with four-foot side and rear setbacks; or
 - d. Existing habitable and/or nonhabitable areas may be converted into an attached accessory dwelling unit without any size and/or setback limitations.
2. Detached Units. A detached accessory dwelling unit shall not have more than one thousand two hundred (1,200) square feet of living area.
3. Setback requirements.
 - a. No setbacks are required for: either (i) those portions of accessory dwelling units that are created by converting existing living area or existing accessory structures to new accessory dwelling units or (ii) constructing new accessory dwelling units in the same location and to the same dimensions as an existing structure.
 - b. For all other accessory dwelling units, there must be a minimum of four (4) feet of setbacks from side and rear lot lines and comply with all applicable front yard setbacks.
 - c. The minimum required distance between a detached accessory dwelling unit and the primary dwelling unit, and all other structures, including garages, on the property, shall be ten (10) feet.

26-685.40 Accessory dwelling units—Development standards.

Any permit for an accessory dwelling unit shall be subject to the development standards listed below.

1. Legal lot/residence. An accessory dwelling unit shall only be allowed on a lot within the city that contains a legal, single-family or multi-family residence as an existing or proposed primary unit on a lot.

2. Accessory dwelling units and junior accessory dwelling units are accessory to the primary ~~use dwelling unit~~. Therefore, accessory dwelling units shall not have its own separate utility meter and shall share utility connections with the primary use. ~~shall not be assigned an address separate from the primary dwelling unit, unless the accessory dwelling unit is accessory to a multifamily residential use.~~ For multi-family residential dwellings, the project plans and application shall clearly identify the unit the proposed accessory dwelling unit is accessory to.
3. Number of accessory dwelling units per lot.
 - a. For lots with proposed or existing single-family residences, no more than one (1) accessory dwelling unit and one (1) junior accessory dwelling unit may be on the lot.
 - b. For lots with existing multi-family residential dwellings:
 - i. No more than twenty-five percent (25%) of the number of the existing units, but at least one (1) unit, shall be permitted as accessory dwelling units constructed within the non-livable space (e.g., storage rooms, boiler rooms, hallways, attics, basements, or garages) of the existing multifamily dwelling structure provided that applicable building codes are met; or
 - ii. No more than two (2) detached accessory dwelling units, provided that no such unit shall be more than sixteen (16) feet in height, and each such unit complies with front yard setbacks, and meets rear-yard and side yard setbacks of four feet. The maximum square footage of detached accessory dwelling units on lots with existing multi-family residential dwellings shall comply with the limits set forth in subsection C (or E, if applicable) of this section. ~~be limited to one thousand two hundred (1,200) square feet of living area.~~
4. Building Code Compliance. All new accessory dwelling units must comply with Chapter 7 of the Municipal Code (“Buildings and Building Regulations”) and any other applicable provisions of the California Building Standards Code. However, fire sprinklers shall not be required if they are not required for the primary residence.
5. Utilities.
 - a. All accessory dwelling units and junior accessory dwelling units must be connected to public utilities (or their equivalent), including water, electric, and sewer services. Accessory dwelling units and junior accessory dwelling units shall not have its own separate utility meter and shall share utility connections with the primary use.
 - b. All accessory dwelling units and junior accessory dwelling units shall have adequate water supply and sewer service.
 - c. No overhead utility lines are to be relocated or otherwise modified to permit construction of an accessory dwelling unit or junior accessory dwelling unit. If

existing overhead utility lines are to be relocated or otherwise modified to permit construction of an accessory unit, such lines shall be converted to underground services.

- d. ~~Except as provided in subsection e below,~~ the City may require the installation of a new or upgraded utility connection for ~~the a new~~ accessory dwelling unit ~~structure junior accessory dwelling unit and~~ and/or the existing house to accommodate the additional burden of the proposed accessory dwelling unit on the existing utility infrastructure. The connection fee or capacity charge shall be proportionate to the burden of the proposed accessory dwelling unit based on either its square feet or number of drainage fixture unit values. New or upgraded utility connection shall not be required for existing structures converted into accessory dwelling units.
- e. ~~No separate connection between the accessory dwelling unit and the utility shall be required~~

6. Parking.

- a. The City shall require the owner to provide one (1) parking space unless the accessory dwelling unit has no bedrooms (e.g., a studio), in which case no space is required. The required parking space shall have a minimum dimension of 10 feet in width and 20 feet in depth. The required parking space may be provided as:
- i. Tandem parking on an existing driveway in a manner that does not encroach onto a public sidewalk and otherwise complies with city parking requirements; or
 - ii. Within a setback area or as tandem parking in locations determined feasible by the City for such use. Locations will be determined infeasible based upon specific site or regional topographical or fire and life safety conditions, or that such parking is not permitted anywhere else in the City.
- b. Notwithstanding the foregoing, no parking space shall be required for an accessory dwelling unit if:
- i. It is located within one-half mile walking distance of public transit;
 - ii. It is located within an architecturally and historically significant district;
 - iii. It is part of a proposed or existing primary residence or accessory structure;
 - iv. When on-street parking permits are required but not offered to the occupant of the accessory dwelling unit; or
 - v. Where there is a car share vehicle located within one block of the accessory dwelling unit.
- c. When a garage, carport, or covered parking structure is demolished in conjunction with the construction of an accessory dwelling unit or converted to an accessory dwelling unit, the off-street parking spaces do not have to be replaced.

7. Siting. Detached accessory dwelling units may not be located within the area between the front property line and the line parallel to, and touching, the back of the primary residence. ~~For reversed corner lots where a house is facing and located fronting on a street~~

~~side property line, an accessory dwelling unit shall not be located within the area between the street side property line and a line parallel to the most distant part of the house from the street side property line.~~

8. Exterior Access. The entrance to an accessory dwelling unit shall be separate from the entrance to the primary dwelling unit, ~~and shall not be on the front elevation. If topography restricts access from all side and rear elevations, the accessory dwelling unit door may be on the front elevation provided it is not prominently visible from the right of way.~~
- ~~9. Wall and/or Fence Requirement. A six (6) foot high wall or solid fence shall be provided and maintained on the rear yard boundary of any lot containing an accessory dwelling unit. Said wall or solid fence shall comply with this Code in relation to height and location as approved by the planning director.~~
- ~~10. Windows and doors along the side and/or rear property lines. No windows and/or doors shall be located within 10 feet from the side and/or rear property lines.~~
- ~~11~~10. Recorded Covenants. Before obtaining a permit for an accessory dwelling unit, the property owner shall file with the county recorder a declaration or agreement of restrictions ~~and an agreement to subordinate executed by all senior lienholders on title to prevent extinguishment of the easement via foreclosure~~ which has been approved by the city attorney as to its form and content, describing restrictions that allows for and the continued use of the accessory dwelling as follows:
 - a. the accessory dwelling unit shall not be sold separately from the primary residence;
 - b. the accessory second unit is restricted to the maximum size allowed per the development standards set forth in this section;
 - c. ~~starting in January 1, 2025, the accessory dwelling unit shall be considered legal only as long as either the primary residence or the accessory dwelling unit is occupied by the owner of record or state law is amended to prohibit such requirements; and~~
 - d. the restrictions shall be binding upon any successor in ownership of the property, and lack of compliance shall result in legal action against the property owner for noncompliance with the requirements for an accessory dwelling unit. In the event of violation, the property owner shall be responsible for all fees and penalties, as well as the city's enforcement costs.
- ~~12~~11. Conversion of existing primary unit. An existing primary dwelling may be converted to an accessory dwelling unit if it complies with all applicable requirements of this ordinance. If so, a new, larger primary residence may be constructed.
- ~~13~~12. Design requirements for new units. All new accessory dwelling units must comply with the following design requirements:

- a. The exterior materials, colors, roof pitch and architecture shall match the primary unit.
 - b. Accessory dwelling units shall not exceed 16 feet in height, unless the accessory dwelling unit is a conversion of an existing second floor area, a second-story addition to an existing residence, or is located on the second-floor of a new two-story house, the height level of the tallest existing structure on the parcel, or as required in the base zoning district, whichever is less.
 - i. All second-story additions to an existing residence, and/or new two-story homes shall require the approval of an administrative use permit per Section 26-270 of the West Covina Municipal Code.
 - ii. Exterior staircases serving second-floor accessory dwelling units shall not be located in between the property line and the existing building.
 - c. Lighting shall not ~~spill~~ be directed on to neighboring lots.
 - d. Any attached accessory dwelling unit shall be attached to the living area of the primary dwelling unit by a common wall or floor/ceiling, and not simply by an attached breezeway, porch, or patio.
- ~~14. Accessibility standards. New construction of any ground level accessory dwelling unit shall be designed and constructed to allow for disability/accessibility standards. Plans shall demonstrate future entrance capability and actual construction shall include adequate door and hallway widths, maneuvering space in kitchens and bathrooms, and structural reinforcements for grab bars.~~
- ~~15~~13. Passageway. No passageway shall be required in conjunction with the construction of an accessory dwelling unit.

26-685.50 Accessory Dwelling Unit and Junior Accessory Dwelling Unit Exceptions.

1. Accessory dwelling units shall be approved for the following types of accessory dwelling units, regardless of whether the applicant meets the development standards contained in this Title. ~~In no event may any parcel with a single family dwelling have more than one accessory dwelling unit on site or more than one junior accessory dwelling unit per site. In no event may any parcel with a multi-family housing unit have more than two accessory dwelling units or any junior accessory dwelling units on site.~~ Accessory dwelling units and junior accessory dwelling units are accessory to the primary ~~use~~dwelling unit. Therefore, accessory dwelling units and junior accessory dwelling units shall not have its own utility meter and shall share utility connections with the primary use~~not be assigned an address separate from the primary dwelling unit.~~ For multi-family residential dwellings, the project plans and application shall clearly identify the unit the proposed accessory dwelling unit is accessory to.

- a. For Single Family Dwelling lots in residential zones, either:
 - i. One accessory dwelling unit and one junior accessory dwelling unit per lot may be constructed. ~~within an existing or proposed single family dwelling. Alternatively, the accessory dwelling unit may be constructed within an existing accessory structure (as that term is defined in Government Code section 65852.2) and such proposal may include an expansion of not more than 150 square feet beyond the physical dimensions of the existing accessory structure to accommodate ingress and egress.~~ Each accessory dwelling unit and junior accessory dwelling unit must have exterior access and side and rear setbacks sufficient for fire safety and comply with all other setback requirements. If the unit is a junior accessory dwelling unit, it must also comply with the requirements of Section 26-685.70 below; or
 - ii. One detached, new construction, accessory dwelling unit with setbacks of at least four (4) feet from side and rear yards and in compliance with front yard setbacks, no more than eight hundred (800) square feet floor area, and a height not exceeding sixteen (16) feet on a lot with an existing or proposed single family dwelling. ~~No windows and/or doors shall be located within 10 feet from the side and/or rear property lines.~~
 - b. On a lot with an existing multifamily residential use ~~dwelling within a residential zone~~:
 - i. Accessory dwelling units may be constructed in areas that are not used as livable space within an existing multi-family dwelling structure (e.g., storage rooms, boiler rooms, passageways, attics, basements, or garages), provided the spaces meet state building standards for dwellings. The number of interior accessory dwelling units permitted on the lot shall not exceed twenty-five percent (25%) of the current number of units of the multi-family complex on the lot and at least one such unit shall be allowed; and
 - ii. Up to two (2) detached accessory dwelling units may be constructed, provided they are no taller than sixteen (16) feet, and they have at least four (4) feet of side and rear yard setbacks. Detached accessory dwelling units constructed pursuant to this subsection (b) shall not exceed eight hundred one thousand two hundred (1,200) square feet in floor area.
2. Accessory dwelling units approved under this Section 26-685.50 shall not be rented for a term of 30 days or less.
 3. Accessory dwelling units or junior accessory dwelling units approved under this Section 26-685.50 shall not be required to correct legal nonconforming zoning conditions as a pre-condition to obtaining this authorization.

26-685.60 Accessory dwelling units—General plan consistency.

In adopting these standards, the city recognizes that the approval of dwelling units may, in some instances, result in dwelling densities exceeding the maximum densities prescribed by the general plan. The city finds that this occurrence is consistent with the general plan, as dictated under state planning and zoning law applicable to accessory dwelling units.

26-685.70 Junior Accessory Dwelling Units.

1. Purposes: This section provides standards for the establishment of junior accessory dwelling units. Junior accessory dwelling units will typically be smaller than an accessory dwelling unit, will be constructed within the walls of an existing or proposed single family residence and requires owner occupancy in the single-family residence where the unit is located.
2. Size: A junior accessory dwelling unit shall not exceed 500 square feet in size.
3. Owner Occupancy: The owner of a parcel proposed for a junior accessory dwelling unit shall occupy as a primary residence either the primary dwelling or the junior accessory dwelling. Owner-occupancy is not required if the owner is a governmental agency, land trust, or “housing organization” as that term is defined in Government Code Section 65589.5(k)(2), as that section may be amended from time to time.
4. Sale Prohibited: A junior accessory dwelling unit shall not be sold independently of the primary dwelling on the parcel.
5. Short term rentals: The junior accessory dwelling unit shall not be rented for periods of 30 days or less.
6. Location of Junior Accessory Dwelling Unit: A junior accessory dwelling unit shall be entirely within a single-family residence; an attached garage is considered a part of the residence.
7. Kitchen Requirements: The junior accessory dwelling unit shall include an efficiency kitchen, including a food preparation counter and storage cabinets that are of reasonable size in relation to the size of the junior accessory dwelling unit.
8. Parking. No additional parking is required beyond that already required for the primary dwelling.
9. Fire Protection; Utility Service. For the purposes of any fire or life protection ordinance or regulation or for the purposes of providing service for water, sewer, or power, a junior accessory dwelling unit shall not be considered a separate or new unit, unless the junior accessory dwelling unit was constructed in conjunction with a new single-family dwelling. No separate connection between the junior accessory dwelling unit and the utility shall be required for units created within a single-family dwelling, unless the junior accessory dwelling unit is being constructed in connection with a new single-family dwelling.
10. Deed Restriction. Prior to the issuance of a building permit for a junior accessory dwelling unit, the owner shall record a deed restriction in a form approved by the city that includes a prohibition on the sale of the junior accessory dwelling unit separate from

the sale of the single-family residence, requires owner-occupancy consistent with subsection (3) above, does not permit rentals for periods 30 days or shorter, and restricts the size and attributes of the junior dwelling unit to those that conform with this section.

SECTION 2. Compliance with CEQA. Adoption of this Ordinance is exempt from the California Environmental Quality Act (“CEQA”) under Public Resources Code section 21080.17 [statutory exemption for second unit ordinances]; CEQA Guidelines sections 15282(h) [statutory exemption for second unit ordinances]; 15303 [new construction or small structures] and 15305 [minor alterations to land]. This ordinance is also exempt under CEQA Guidelines section 15061, because this ordinance will not have a significant effect on the environment, because ADUs will largely constitute infill housing which is exempt from CEQA.

SECTION 3. Inconsistencies. Any provision of this ordinance which is inconsistent with state law shall be interpreted in a manner to be consistent with state law. Any provision of the West Covina Municipal Code or appendices thereto inconsistent with the provisions of this Ordinance, to the extent of such inconsistencies and no further, is hereby repealed or modified to that extent necessary to affect the provisions of this Ordinance.

SECTION 4. Severability. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council of the City of West Covina hereby declares that it would have adopted this Ordinance and each section, subsection, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases or portions be declared invalid or unconstitutional.

SECTION 5. Effective Date. This Ordinance shall take effect and be in force thirty (3) days from and after the date of its passage.

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

SECTION 7. Transmit Ordinance to HCD. The City Clerk is directed to send a copy of this ordinance to the Department of Housing and Community Development within 60 days of the adoption of this ordinance.

PASSED, APPROVED AND ADOPTED this ____ day of _____ 2020.

Tony Wu, Mayor

APPROVED AS TO FORM

ATTEST

Thomas P. Duarte
City Attorney

Lisa Sherick
Assistant City Clerk

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES)
CITY OF WEST COVINA)

I, Lisa Sherick, Assistant City Clerk, of the City of West Covina, custodian of the original records, which are public records which I maintain custody and control for the City of West Covina do hereby certify the foregoing Ordinance, being **Ordinance No. ____** as passed by the City Council of the City of West Covina, signed by the Mayor of said Council, and attested by the Assistant City Clerk, at a regular meeting of the City Council held on the _____, and that the same was passed by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAINED:

Lisa Sherick
Assistant City Clerk

AGENDA

ITEM NO. 3.

DATE: December 8, 2020

PLANNING DEPARTMENT STAFF REPORT

SUBJECT

CODE AMENDMENT NO. 19-06

STATUTORY EXEMPTION

APPLICANT: City of West Covina

LOCATION: Citywide

REQUEST: The proposed code amendments consist of certain amendments to the Zoning section of the West Covina Municipal Code to modify standards for Accessory Dwelling Units. The proposed code amendment is exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15061(b)(3) and 15282(h).

BACKGROUND

In September 2019 the State Legislature adopted Senate Bill (SB) 13 and Assembly Bills (AB) 68, 670, and 881 which were signed by Governor Newsom in October 2019 and took effect January 1, 2020. Cities that do not adopt an ordinance pertaining to accessory dwelling units (ADUs) in compliance with State law were required to follow the standards described in the Government Code. Based on the actions of the state, on November 26, 2019, the Planning Commission initiated Code Amendment 19-06 on a 3-2 vote (Kennedy and Redholtz opposed).

Due to time constraints, the City Council adopted the Urgency Ordinance on December 17, 2019, which went into effect January 1, 2020.

The Urgency Ordinance reflected the City's best interpretation, keeping in mind previous directives from the Department of Housing and Community Development ("HCD") with the intent that the City will revise the Ordinance once comments and feedback are received from HCD.

On October 5, 2020, the City conducted a virtual meeting with HCD and were informed that the Ordinance addressing ADUs was inconsistent with State Law. Staff prepared a draft revision to the ADU Ordinance, which was also submitted for HCD review.

This item was originally scheduled for the November 10, 2020 Planning Commission meeting. However, staff did not receive comments from HCD until November 9, 2020; therefore the item was continued to December 8, 2020.

DISCUSSION

The Ordinance before the Commission has been reviewed by HCD and is fully compliant with State law. The following is a summary of the proposed changes:

- Clarifies that ADUs are allowed on all properties with single-family and multi-family uses, and not limited to residential zones.
- Deleted limitations regarding the number of bedrooms allowed within an ADU. The City is not allowed to limit the number of bedrooms allowed in ADUs.
- Clarifies that all properties are allowed to have at least an 800 square foot attached ADU and that there is not a limitation on floor area for ADUs created by converting existing habitable and/or nonhabitable floor area.
- Deleted references to not allowing a separate address.
- Clarifies that ADUs and JADUs are accessory to the primary residential use and are required to share utility connections with the primary use.
- Clarifies that detached ADUs on multifamily residential properties are limited to 1,200 square feet.
- Clarifies that new or upgraded utility connections are not required for existing structures converted into ADUs.
- Deleted references to reverse corner lots. The City is not allowed to require side setbacks greater than 4 feet, no matter how the lot is configured.
- Deleted provisions regulating the location of the ADU front entry, windows, and doors. The City is not allowed to regulate the location of the front entry, nor limit the floor plan by regulating the location of doors and windows.
- Deleted requirements for fences/walls. The City is not allowed to require fences or walls because the requirement is an additional expense that may make it financially feasible for the property owner to construct an ADU.
- Deleted requirement for the lien holder's signature on covenants.
- Clarifies that ADUs up to 16 feet in height may be constructed.
- Clarifies that second floor additions and new two-story homes require the approval of an administrative use permit.
- Clarifies that exterior stairs are not allowed to be located between the house and the property line.
- Deleted requirements for accessibility. ADUs are exempt from the Americans with Disabilities Act requirements.
- Clarifies that an attached garage is a part of the residence when determining whether a Junior Accessory Dwelling Unit is attached to the primary residence.

ENVIRONMENTAL DETERMINATION

The project has been reviewed for compliance with the California Environmental Quality Act (CEQA), the CEQA guidelines, and the City's environmental procedures, and is found to be exempt pursuant to CEQA Guidelines Section 15061(b)(3), as this ordinance cannot create any significant effect on the environment and pursuant to 15282(h), which states that "the adoption of an ordinance regarding second units in a single-family or multifamily zone by a city or county to implement the provisions of Sections 65852.1 and 65852.2 of the Government Code" are Statutorily Exempt from the requirements of CEQA.

STAFF RECOMMENDATIONS

Staff recommends that the Planning Commission adopt Resolution No. 20-6063, recommending that the City Council approve Code Amendment No. 19-06

Submitted by:

Jo-Anne Burns, Planning Manager

ATTACHMENT NO. 3

Attachments

Attachment No. 1 - Resolution of Approval



AGENDA STAFF REPORT

City of West Covina | Office of the City Manager

DATE: April 6, 2021

TO: Mayor and City Council

FROM: David Carmany
City Manager

**SUBJECT: CONSIDERATION OF FY 2020-2024 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
CONSOLIDATED PLAN**

RECOMMENDATION:

It is recommended that the City Council take the following actions:

1. Approve the proposed FY 2020-2024 CDBG Consolidated Plan; and
2. Approve the following Resolution:

RESOLUTION NO. 2021-20 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, ADOPTING A BUDGET AMENDMENT FOR THE FISCAL YEAR COMMENCING JULY 1, 2020 AND ENDING JUNE 30, 2021 (CDBG CONPLAN)

BACKGROUND:

This is the second of two required hearings for the Consolidated Plan.

The Community Development Block Grant (CDBG) program is a flexible program of the U.S. Department of Housing and Urban Development (HUD) that provides communities with resources to address a wide range of unique community development needs. Beginning in 1974, the CDBG program is one of the longest continuously run programs at HUD. The CDBG program provides annual grants on a formula basis to 1,209 general units of states and local governments.

The CDBG program works to ensure decent affordable housing, to provide services to the most vulnerable in our communities, and to create jobs through the expansion and retention of businesses. CDBG is an important tool for helping local governments tackle serious challenges facing their communities. The CDBG program has made a difference in the lives of millions of people and their communities across the Nation.

The annual CDBG appropriation is allocated between states and local jurisdictions called "non-entitlement" and "entitlement" communities respectively. Entitlement communities are comprised of central cities of Metropolitan Statistical Areas (MSAs); metropolitan cities with populations of at least 50,000; and qualified urban counties with a population of 200,000 or more (excluding the populations of entitlement cities). States distribute CDBG funds to non-entitlement localities not qualified as entitlement communities.

HUD determines the amount of the City's grant by using a formula comprised of several measures of community need, including the extent of poverty, population, housing overcrowding, age of housing, and population growth lag in relationship to other metropolitan areas. West Covina is a direct entitlement community and uses these federal funds to create transformative impact, and to improve the lives of residents, especially those with low- and moderate-income levels.

In recent years, the City of West Covina has utilized these funds for Code Enforcement, the Domestic Violence Victim Advocate (Police Department), the Senior Meals program, the Business Assistance Loan Program, the Housing Preservation

Program, Public Infrastructure Projects, and to fund various public service providers (i.e., food banks, homeless advocates, meals on wheels, etc.). In addition, due to the COVID-19 pandemic, the City received an additional \$473,804 in CDBG-CV funds as part of the Coronavirus Aid, Relief, and Economic Security (CARES) Act. The City utilized these funds for a COVID-19 testing site in April 2020 and to provide additional resources to our public service providers (meal delivery and food banks).

As a recipient of CDBG funds, the City is required to develop and submit a Consolidated Plan as a condition of receiving the funds. The Consolidated Plan is intended to serve as a visioning and strategic planning document, which will guide the use of HUD funds over a five-year period. The Plan meets the application, planning, and submission requirements for CDBG, which is a federal program with an overall objective of developing viable urban communities by providing decent housing and a suitable living environment, and expanding economic opportunities principally for low- and moderate-income persons.

The City approved its first Consolidated Plan in May 2000. HUD requires that the Consolidated Plan be updated every five years. The proposed Consolidated Plan will cover the 2020-2024 time period. During this time, staff estimates resources in the amount of \$5,120,858.

An approved Consolidated Plan is due to HUD in mid-August 2021.

The Consolidated Plan development process requires two public hearings. On March 17, 2020, the Pre-Development hearing occurred. At that hearing, the City Council approved the prioritization of community needs shown in Table 1 and directed staff to develop a draft FY 2020-2024 Consolidated Plan based on the approved priorities.

As described at the prior hearing, a section of the Consolidated Plan, referred to as the Strategic Plan, represents the course of action to be taken in order to respond to the needs in the community. As a basis for the Strategic Plan, an assessment and prioritization of community needs, relative to the use of CDBG funds, was required. The categories of community need identified in the current Consolidated Plan are: (1) Economic Development, (2) Homelessness, (3) Infrastructure Improvements, (4) Owner Occupied Housing, (5) Public Facilities, (6) Non-Homeless Special Needs, (7) Public Services, and (8) Rental Housing. Attachment No. 1 describes each category in detail.

To facilitate prioritization and to evaluate the categories, HUD utilizes four levels of priority: High, Medium, Low, and No Such Need. A High Priority means that activities in that category will be funded by CDBG funds. A Medium Priority means activities in that category may be funded by CDBG funds. A Low Priority means CDBG funds will not be used to fund activities in a particular category.

The categories shown as "Medium" and "Low" do not indicate that these are not priorities of the City of West Covina, but with limited CDBG funds, the City Council determined these as the priorities for CDBG funding.

Table 1
FY 2020-2024 Consolidated Plan Priorities

Categories of Need	Priority Level
Economic Development	High
Homelessness	High
Infrastructure Improvements	High
Owner-Occupied Housing	High
Public Facilities	High
Non-Homeless Special Needs	Medium
Public Services	Medium
Rental Housing	Low

DISCUSSION:

In Fiscal Year 2020-2021, the first year of the new cycle, the City will receive \$805,301.

Program income is another source of funding for eligible activities. In prior years, the City used CDBG funds to make loans to eligible applicants through the City's Home Improvement Loan Program, now the Housing Preservation Program. Repayments of the CDBG-funded home improvement loans are considered Program Income and impact the overall availability of CDBG resources, as the funds can be re-programmed for eligible activities. Staff estimates program income in the amount of \$100,000 in FY 2020-2021.

Five-Year Consolidated Plan (2020-2024)

The City's proposed FY 2020-2024 Consolidated Plan consists of the Five-Year Strategic Plan (2020-2024) and One-Year Action Plan (2020-2021). The Consolidated Plan also includes a required Citizen Participation Plan, which describes the City's practices, policies, and efforts to encourage public participation. The Citizen Participation Plan that is included was from the previous 5-year cycle. After the 30-day notice, no comments or changes were proposed.

Five-Year Strategic Plan (2020-2024)

The Strategic Plan describes strategies and proposed funding for addressing affordable housing, homelessness, special needs, community development and public services. The proposed FY 2020-2024 Strategic Plan incorporates the Priorities approved by the City Council on March 17, 2020. The proposed FY 2020-2024 Strategic Plan Budget is shown in Table 2.

Table 2
FY 2020-2024 Proposed Strategic Plan CDBG Budget

Proposed Activity	Proposed Funding (\$)
Fair Housing	\$ 50,000
Public Services	575,000
Business Assistance	200,000
Housing Preservation Program	500,000
Neighborhood Improvement Program	2,955,858
Planning and Administration	840,000
Total	\$ 5,120,858

One-Year Action Plan (2020-2021)

The FY 2020-2021 Action Plan assumes a continuation of current City programs, i.e., Fair Housing, Public Services, and the Capital Improvement Program. The City will receive \$805,301 from HUD in FY 2020-2021. Staff estimates \$100,000 will be received through loan repayments. The balance will be made up with unobligated funds in the City's line-of-credit with HUD. The proposed FY 2020-2021 Action Plan Budget is shown in Table 3. Three activities, which, along with unexpended budgets, have been carried over to FY 2020-2021 are not included in Table 3, but are described in the narrative that follows and detailed in Table 4.

Table 3
FY 2020-2021 Proposed Action Plan CDBG Budget

Proposed Activity	Proposed Funding (\$)
Fair Housing	\$ 10,000
Public Services	123,000
Neighborhood Improvement Program	1,200,000
Planning and Administration	164,000
Total	\$ 1,497,000

1. **Neighborhood Improvement Program:** Funds eligible capital improvements such as public facilities improvements, street rehabilitation, replacement of curbs and gutters, removal of barriers to accessibility, park improvements, etc.
2. **Planning and Administration:** By statute, capped at 20% of the sum of allocation and **current** year (FY 2020-2021) program income. FY 2020-2021 program income, to be received through repayment to the Housing Preservation Program, is estimated at \$100,000.
3. **Public Services:** By statute, capped at 15% of the sum of allocation and **prior** year (FY 2019-2020) program income. FY 2019-2020 program income, received through repayment to the Housing Preservation Program, is \$85,870.

Relative to the Neighborhood Improvement Program, two activities are proposed: ADA Curb Access Ramp Program (\$100,000) and ADA Access – Public Facilities (\$100,000). The projects and amounts were included in the proposed FY 2020-2021 Capital Improvement Program (CIP) Budget. An activity to replace sliding doors at the Senior Center was funded in FY 2019-2020 in the amount of \$100,000 and is carried forward. \$1,000,000 is included for improvements to Friendship Park, which is located in Park District H, the only District meeting CDBG eligibility requirements at this time.

The Business Assistance Program and Housing Preservation Program will occur in FY 2020-2021 with previously allocated funds which will be carried forward. At the being of FY 2020-2021, the Business Assistance Program carried over a balance of \$324,831 and the Housing Preservation Program carried over a balance of \$105,331. Activities funded with carried over budgets are designated below in Table 4 with an asterisk (*).

Regarding Public Services, the City published a Notice of Funding Availability in March 2020 and received 12 funding requests totaling \$175,875 (\$40,686 more than was available) from public service providers serving West Covina residents. Descriptions of services are included as Attachment No. 3.

With an interest in mitigating impact to the General Fund, staff earmarked funding for City projects at the levels of request by the individual departments. This will offset City-program expenses that would otherwise be supported by the City's General Fund. All City projects are designated with a double asterisk (**) in Table 4. A decrease in CDBG funding to these programs would result in an increased burden on the General Fund to maintain current service levels.

Staff has also recommended funding for the Housing Rights Center. As a CDBG recipient, HUD requires grantees to provide services that promote and support fair housing in the community. Funding the Housing Rights Center addresses this HUD requirement. Staff recommends funding the projects (Projects No. 7 through No. 11) as shown below in Table 4.

The balance of public services applicants were evaluated by the CDBG Ad Hoc Committee of the Community and Senior Services Commission. The Ad Hoc Committee recommended funding at the requested levels for the remaining three (3) applicants (Projects Nos. 12, 15, 18) (shown in Table 4) for consideration by the City Council. The recommendations are included in the proposed Action Plan. Several activities (Project Nos. 13, 14, 16, and 17) were not recommended for regular CDBG funding. This is because the four providers, denoted by a triple asterisk (***) received CDBG-CV funds at the recommendation of the Ad Hoc Committee at or in excess of requests made through the regular CDBG process. As outlined above, the City received \$473,803 in CDBG-CV funds as a result of the CARES Act, which was signed by President Trump in April 2020 in response to COVID-19.

Table 4 details proposed FY 2020-2021 funding by activity, alongside approved funding for FY 2019-2020 for comparison.

Table 4
Proposed FY 2020-2021 CDBG Action Plan Funding

Project/Activity	FY 2019-2020 Approved	FY 2020-2021 Proposed	Account No
1. ADA Curb Access Ramp Program	\$ -	\$ 100,000	7200.21018.131
2. ADA Access - Public Facilities	-	100,000	7500.21001.131
3. Senior Center Sliding Door Replacement *	-	100,000	7900.21029.131
4. Friendship Park Improvements	-	1,000,000	7700.XXXXX.131
5. Business Assistance Loan Program *	-	324,831	131.22.2232.6120
6. Housing Preservation Program *	-	105,331	131.22.2242.6120

7. Administration	171,000	164,000	131.61.5120.xxxx
8. Senior Meals Program **	60,000	60,000	131.61.5121.6120
9. Domestic Violence Victim Advocate **	20,000	20,000	131.31.3130.5111
10. Careship **	6,000	5,000	131.61.5136.6120
11. Housing Rights Center	10,000	10,000	131.61.2244.6120
12. Senior Citizen Assistance Program (YWCA)	7,404	17,000	131.61.5121.6444
13. Action Food Pantry ***	5,290	0	131.61.5121.6207
14. Meals on Wheels (YWCA) ***	5,000	5,000	131.61.5121.6204
15. ESGV Coalition for the Homeless	4,686	10,000	131.61.5121.6467
16. Project 29:11 (Food Pantry) ***	4,160	-	131.61.5121.6203
17. Shepherd's Pantry ***	4,260	-	131.61.5121.6466
18. Assistance League (Op School Bell)	1,460	6,000	131.61.5121.6462
Total	\$846,361	\$2,027,162	

This public hearing is also the opportunity for the City Council to consider changing the prioritization of community needs for Fiscal Year 2020-2024 Consolidated Plan. Due to the anticipated reduction in resources, the staff recommendation essentially represents a continuance of the City's prioritization which was approved by the City Council on March 17, 2020.

In an effort to encourage and broaden public participation, the City developed an online survey accessible through the home page of the City's website. The results of the survey are included as Attachment No. 2. The responses generally support the assignment of priorities shown in Table 1. A summary of the survey results have been incorporated into the final draft.

A draft FY 2020-2024 Consolidated Plan was available for a 30-day public review as required by HUD. Notice of its availability was published on February 26, 2021. No public comments have been received.

The City Council has the ability to modify/change priorities of the Categories of Need at this time or, with proper notice, at any point during the 5-year cycle. The City Council retains the ability to fund all priorities as part of the City's annual budget process.

LEGAL REVIEW:

The City Attorney's Office has reviewed the resolution and approved it as to form.

OPTIONS:

The City Council has the following options:

1. Approve the proposed FY 2020-2024 CDBG Consolidated Plan.
2. Provide alternative direction.

Prepared by: Kelly McDonald, Public Services Manager

Fiscal Impact

FISCAL IMPACT:

There is no fiscal impact to the General Fund. Through annual grants from HUD and program income from loan repayments, the City expects available CDBG resources in the amount of approximately \$5,120,858 during the 2020-2024 period covered by the proposed Consolidated Plan. The proposed CDBG budget for FY 2020-2021 is \$2,027,162, including activities carried over from prior years.

Attachments

Attachment No. 1 - Descriptions of Categories of Need in Table 1

Attachment No. 2 - Proposed 2020-2024 CDBG Consolidated Plan

Attachment No. 3 - PSP Descriptions

Attachment No 4 - Budget Amendment Resolution and Exhibit - CDBG ConPlan

CITY COUNCIL GOALS & OBJECTIVES: Enhance City Facilities and Infrastructure
Enhance the City Image and Effectiveness
Protect Public Safety

Descriptions of Categories of Need in Table 1, Consolidated Plan Priorities

This attachment describes the Categories of Need shown in Table 1 of the staff report.

1. Economic Development: Activities to address these needs will be funded by the Community & Economic Development non-housing funds. Community & Economic Development activities and the new Business Assistance Program will address this category of need.
2. Homelessness: The allocation of CDBG funds to public services can address a portion of these needs.
3. Infrastructure Improvements: Improvements such as street rehabilitation and replacement of curbs and gutters will be funded during the Consolidated Plan cycle. (For example, projects may include street improvements.)
4. Owner-Occupied Housing: Owner housing needs will be addressed by the Housing Preservation Program (HPP).
5. Public Facilities: Public facilities may be funded during the Consolidated Plan cycle – 2020 to 2024. (For example, projects may include: accessibility improvement or parks and recreation facilities and youth centers.)
6. Non-Homeless Special Needs: The allocation of CDBG funds to public services can address a portion of the non-homeless needs. (Non-homeless special needs populations include: the elderly, persons with HIV/AIDS, disabled, homebound, and mentally ill).
7. Public Services: A high priority was assigned to public services because CDBG funds can help to address the needs of the elderly, frail elderly, youth and other low/moderate income populations. These needs can be addressed by the 15% allocation of CDBG funds to public services. (For example, public services may include: youth services, transportation services, and crime awareness.)
8. Rental Housing: Rental housing needs are addressed by the Section 8 rental assistance program and the affordable housing developments funded by the CED Low and Moderate Income Housing Fund.



City of West Covina

Consolidated Plan for Housing and Community Development

**FY 2020-2024 (July 1, 2020 – June 30, 2024) Strategic Plan
and
FY 2020-2021 (July 1, 2020 – June 30, 2021) Action Plan
and
Citizen Participation Plan**

Prepared for:
The U.S. Department of Housing and Urban Development

Lead Agency
City of West Covina
Community Services Department
1444 W. Garvey Avenue
West Covina, California 91790
(626) 939-8430

PROPOSED

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Executive Summary

ES-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

1. Introduction

West Covina was incorporated as an independent city in 1923 to prevent the city of Covina from building a sewage farm in the area. Walnut groves and orange groves continued to flourish during the subsequent decades. The population in 1930 was 769 and blossomed to 1,549 in 1940. As a result of remarkable expansion during the post-World War II building boom, West Covina became one of the fastest-growing U.S. cities between 1950 and 1960, with the population increasing 1,000 per cent from less than 5,000 to more than 50,000 residents. The decades between 1960 and 2000 demonstrated steady growth, which slowed significantly by the time of the 2010 census.

The City of West Covina began the second half of the 20th century with new developments and projects, mostly brought on by big business. The City Hall and police facility were built in 1969 as the first phase of an example of a Joint Powers Authority in the County of Los Angeles. The Civic Center Joint Powers Authority, consisting of the County of Los Angeles and the City of West Covina, also completed a three-level parking structure in the Civic Center complex. The Civic Center complex includes the Los Angeles County Regional Library and the Citrus Municipal Court building and the city offices.

2. Summary of the objectives and outcomes identified in the Plan Needs Assessment Overview

Listed below are City of West Covina's objective and outcome categories for CDBG funded activities in accordance with the Federal Register Notice dated March 7, 2006. During this Consolidated Plan period, the City will fund activities in two objective/outcome categories – SL-1 and SL-3.

SL-1 Improve Availability/Accessibility for the Purpose of Creating a Suitable Living Environment

- Fair Housing Services
- Child-care Services
- Senior Services
- Other Public Services

SL-3 Improve Sustainability for the Purpose of Creating a Suitable Living Environment

- Neighborhood Improvement Program

The Neighborhood Improvement Program supported improvements such as: street and alley improvements, sidewalks, and street lighting and accessibility improvements.

3. Evaluation of past performance

The 2015-2019 Consolidated Plan established the following high priorities for CDBG funding:

- Support a Neighborhood Improvement Program for infrastructure improvements
- Support public facilities funding
- Support funding for fair housing and tenant/landlord counseling services
- Address the needs of homeless families with children; homeless individuals; and chronically homeless persons
- Support public services funding

The City allocated CDBG funds to address each of the five high priorities listed above.

The City compared the cumulative proposed and actual accomplishments for Program Years 2015-2016 thru 2019-2020. Actual accomplishments over the four year-period exceeded the proposed accomplishments by a ratio of 1.33 to 1, when proposed accomplishments were weighted for actual funding. Three public services had accomplishments *slightly less* than the 4-year weighted accomplishments: Senior Meals Program, Careship Program, and Housing Rights Center. The Neighborhood Improvement Program supported improvements such as: street and alley improvements, sidewalks, and street lighting and accessibility improvements.

4. Summary of citizen participation process and consultation process

Public Hearings: Citizen participation is one of the most important components of the Consolidated Plan process. To solicit public input during the development of the Consolidated Plan, the City Council conducted two public hearings.

The purpose of the first public hearing was to obtain the public's input on West Covina's housing and community development needs. The notice of the public hearing explained the CDBG Program, available funding and the scope of eligible activities. The City encouraged the participation of all residents.

A summary of the meeting is presented in Table 4 – Citizen Participation Outreach.

The purpose of the second public hearing was to consider approval of the 2020-2024 Consolidated Plan and PY 2020-2021 Action Plan. A summary of the meeting is presented in Table 4 – Citizen Participation Outreach.

Housing and Community Development Needs Survey: The Survey was another means of obtaining public participation. The Survey was posted on the City's website. The survey results are included as an attachment to this Plan. Seventy-nine (79) responses were received. Seventy-six (76) responses were

from West Covina residents, 61 of which indicate they have lived in West Covina for over 10 years. The survey asked respondents to indicate their priority housing and non-housing community development needs (High, Medium, Low, No Need, and Don't Know) for activities in the community under seven categories. CDBG funds are limited. With the limited funding, the City supports programs that provide resources to address some of the activities mentioned below. However, the City will seek other funds or partners to address the priority needs during the Consolidated Plan period.

In summary, the seven categories and top three activities receiving the most High Need ratings in the survey are listed below:

Infrastructure Activities

1. Water quality improvements
2. Tree planting
3. Street and road improvements

Housing Activities

1. First-time home-buyer assistance
2. Energy efficient home improvements
3. Heating/cooling HVAC replacement or repairs

Housing Types for Special Needs Populations

1. Rental assistance for persons at-risk of homelessness
2. Shelters for youth
3. Permanent supportive housing such as subsidized housing that offers services for persons with mental disabilities

Community and Public Facilities

1. Parks and recreational facilities
2. Homeless shelters
3. Facilities for abused/neglected children

Community and Public Services

1. Neighborhood crime prevention programs
2. Children afterschool/summer camp programs & services
3. Park and recreation programs

Services and Facilities for Special Needs Groups

1. Veterans
2. Seniors (65+)
3. Victims of domestic violence

Business and Economic Development Activities

1. Retention of existing businesses
2. Attraction of new businesses
3. Expansion of existing businesses

Applications for Funding: The Public Services Department solicited proposals from community-based organizations, nonprofits, City departments, and citizens interested in applying for funds and providing services to the West Covina community. The application form requests a description of the need and/or problem to be addressed by the project. This application process provides another means of identifying priority needs.

Public Review of Draft 2020-2024 Consolidated Plan: The Draft 2020-2024 Consolidated Plan was available for a 30-day public review and comment period.

5. Summary of public comments

Public comments at the March 17, 2020 Pre-development meeting included the following:

Comment expressing support for continued funding of Housing Preservation Loan Program was made.

No written or oral comments were received by the City during the 30-day public review period.

6. Summary of comments or views not accepted and the reasons for not accepting them

All comments received were accepted.

7. Summary

The City of West Covina has undertaken diligent and good faith efforts in outreaching to all segments of the community that may benefit from the CDBG Programs.

The Process

PR-05 Lead & Responsible Agencies 24 CFR 91.200(b)

1. Describe agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source

The following are the agencies/entities responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
Lead Agency	WEST COVINA	
CDBG Administrator	WEST COVINA	Public Services Department
HOPWA Administrator		
HOME Administrator		
HOPWA-C Administrator		

Table 1 – Responsible Agencies

Narrative

The City's CDBG programs are administered by the Public Services Department.

Consolidated Plan Public Contact Information

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PR-10 Consultation – 91.100, 91.110, 91.200(b), 91.300(b), 91.215(I) and 91.315(I)

1. Introduction

As part of this Consolidated Plan development, the City undertook an outreach program to consult and coordinate nonprofit agencies, affordable housing providers, and government agencies regarding the needs of the low- and moderate-income community. The outreach program has been summarized in the Executive Summary and Citizen Participation sections of this Consolidated Plan.

Provide a concise summary of the jurisdiction’s activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(I)).

During the development of the Consolidated Plan, the City coordinated with the County of Los Angeles Housing Authority. The Housing Authority provided information on the number of families receiving Section 8 rental assistance; the number of elderly and disabled assisted families; and the number of families on the Section 8 Waiting List. The City also coordinated with the Baldwin Park Housing Authority.

The private and governmental health, mental health, and service agencies that were consulted included: United Way of America; Southern California Association of Governments; Los Angeles County Department of Public Health, (Childhood Lead Poisoning Prevention Program and Division of HIV and STD Programs); Los Angeles County Department of Mental Health; Los Angeles County Department of Public Social Services (DPSS); Office of Statewide Health Planning and Development; Substance Abuse and Mental Health Services Administration; Area Agency on Aging, State Independent Living Council (SILC); and Office of the California Attorney General. With regard to economic development, the City coordinated with the State Employment Development Department, County of Los Angeles Workforce Investment Board, West Covina Workforce Services Office, and the Community Development Commission’s economic development efforts.

Specific agencies were also contacted to obtain data in preparation of this Consolidated Plan. For example, the State Developmental Services Department and State Social Services Department were contacted to obtain data and housing resources for persons with disabilities.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness

The Continuum of Care Strategy was consulted to provide information on homelessness and resources available. Several agencies that provide housing and supportive services for the homeless and those at

risk of becoming homeless were identified. The City coordinates on an ongoing basis with the following homeless providers: the East San Gabriel Valley Coalition for the Homeless Emergency Food and Shelter Program, YWCA – WINGS Women’s Shelter, and San Gabriel Valley Council of Governments.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards and evaluate outcomes, and develop funding, policies and procedures for the administration of HMIS

The City's HUD entitlement allocation does not include ESG funds.

2. Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdictions consultations with housing, social service agencies and other entities

Table 2 – Agencies, groups, organizations who participated

1	Agency/Group/Organization	HOUSING AUTHORITY OF THE COUNTY OF LOS ANGELES
	Agency/Group/Organization Type	Housing
	What section of the Plan was addressed by Consultation?	Housing Need Assessment
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	The City requested information on Section 8 assisted households. Improved coordination is possible because baseline data provides the City a basis to monitor a reduction in rental assistance needs.
2	Agency/Group/Organization	LOS ANGELES HOMELESS SERVICES AUTHORITY
	Agency/Group/Organization Type	Housing Continuum of Care
	What section of the Plan was addressed by Consultation?	Homelessness Strategy Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	2020 Homeless Count was used as a basis to estimate the City's unsheltered homeless. Baseline data provides improved way to monitor if homelessness is reduced over time.
3	Agency/Group/Organization	Los Angeles County Department of Public Health
	Agency/Group/Organization Type	Services-Children
	What section of the Plan was addressed by Consultation?	Lead-based Paint Strategy
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Agency's website was consulted for data on the incidence of LBP poisoning. Information collected can be shared with the community to warn families of the dangers of lead based paint.
4	Agency/Group/Organization	State Independent Living Council
	Agency/Group/Organization Type	Services-Persons with Disabilities

	What section of the Plan was addressed by Consultation?	Housing Need Assessment Non-Homeless Special Needs
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Agency's multi-year plan was reviewed to gather insights on priority needs, services, and planned programs. Improved coordination provides the City information to share with the disabled community.
5	Agency/Group/Organization	Los Angeles County Department of Public Health-Division of HIV and STD Program
	Agency/Group/Organization Type	Services-Persons with HIV/AIDS
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Non-Homeless Special Needs
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Agency's was contacted to obtain data on the incidence of HIV and AIDS and programs directed at addressing these needs. Improved coordination allows the City information to share with the disabled community.

Identify any Agency Types not consulted and provide rationale for not consulting

The City consulted with all agencies that could provide valuable input to the development of the Consolidated Plan.

Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care		
Area Agency on Aging 2016-2021	Los Angeles County Workforce Development Aging and Community Services	The Strategic Plan has goals in support of the Area Plan which stated that the greatest economic need is among minority seniors with poverty incomes.
2021-2023 State Plan for Independent Living (SPIL)	State Independent Living Council (SILC)	The Strategic Plan has goals in support of SPIL because many of West Covina's senior are frail and disabled and on the Section 8 Waiting List.

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
HIV/AIDS Strategy 2020 and Beyond	Division of HIV and STD Programs, Los Angeles County Department of Public Health	The Strategic Plan has included information from this Plan.

Table 3 – Other local / regional / federal planning efforts

Describe cooperation and coordination with other public entities, including the State and any adjacent units of general local government, in the implementation of the Consolidated Plan (91.215(l))

City of West Covina departments that may have an interest in the CDBG Program were invited to participate in the Consolidated Plan process.

Housing is a key element of the Consolidated Plan. The City cooperates and coordinates with the State Department of Housing and Community Development by submitting the Annual Housing Element Progress Report.

Narrative (optional):

PR-15 Citizen Participation – 91.105, 91.115, 91.200(c) and 91.300(c)

1. Summary of citizen participation process/Efforts made to broaden citizen participation
Summarize citizen participation process and how it impacted goal-setting

Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/ attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
1	Public Hearing	Non-targeted/ broad community	Approximately 30 persons attended the Public Hearing held on March 17, 2020	Staff gave an overview of the ConPlan process and CDBG funding. Priorities to guide the Strategic Plan and PY 2020-2021 Action Plan were presented and approved. Public comments at the pre-development meeting on March 17, 2020 included the following recommendations: 1.	All comments were received and accepted.	www.westcovina.org

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/ attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
2	Internet Outreach	Non-targeted/ broad community	A total of 79 persons responded to the Housing and Community Development Survey	An online survey was made available for residents to provide feedback relative to categories of need and prioritization. The survey was publicized through a press release, flyers, and as well as a notification on the City website. The survey covered four areas: public facilities and improvements, public services, housing, and economic development. Participants were asked to prioritize various activities under each of the four areas as either High: The current priority need level is high and of great concern, Medium: The current priority need level is moderate, Low: The current priority level is low and not of great concern, or No Such Need: No such community need exists. Seventy-nine (79) responses were received. Results of the survey are summarized in the Executive Summary. Full results are included as an Attachment to the Consolidated Plan.	All comments were received and accepted.	www.westcovina.org
3	Public Hearing	Non-targeted/ broad community	The Public Hearing will be held in April 2021	The 2020-2024 Consolidated Plan will be considered by the City Council.	TBD.	www.westcovina.org

Table 4 – Citizen Participation Outreach

Needs Assessment

NA-05 Overview

Needs Assessment Overview

The needs assessment includes data on:

- Housing Needs Assessment (NA-10)
- Disproportionately Greater Need: Housing Problems (NA-15)
- Disproportionately Greater Need: Severe Housing Problems (NA-20)
- Disproportionately Greater Need: Housing Cost Burdens (NA-25)
- Public Housing (NA-35)
- Homeless Needs Assessment (NA-40)
- Non-Homeless Special Needs Assessment (NA-45)
- Non-Housing Community Development Needs (NA-50)

Housing needs refer to:

- A housing unit that lacks complete kitchen facilities
- A housing unit that lacks complete plumbing facilities
- Crowding – more than one person per room
- Severe crowding - more than 1.5 persons per room
- Cost burden more than 30%
- Severe cost burden more than 50%

NA-10 Housing Needs Assessment - 24 CFR 91.205 (a,b,c)

Summary of Housing Needs

Table 5 shows that West Covina's population grew by 2% between 2009 and 2015. During the same period, the number of households remained essentially the same. Median household increased from \$66,589 to \$69,189 (+4%).

Table 6 shows that West Covina has approximately 30,815 households. Of this number of households, 13,880 have low/moderate incomes. An estimated 2,340 low/moderate income households are large family households (5 or more persons).

As defined by HUD in the Comprehensive Housing Affordability Strategy (CHAS) data, housing problems include:

- Units with physical defects (lacking complete kitchen or bathroom)
- Overcrowded conditions (housing units with more than one person per room)
- Housing cost burden (including utilities) exceeding 30% of gross income
- Severe housing cost burden (including utilities) exceeding 50% of gross income.

There is a need for affordable housing in West Covina. Housing problems in the city impact renter households more significantly than owner households. In general, renter-households experience substandard housing and overcrowding to a greater extent than owner-households. Almost the same number of renter and owner households are cost burdened (>30%). However, more owners experience severe cost burden (>50%) than renter households. (Refer to Table 7)

Of all the housing problems described above, the most common in West Covina is housing cost burden. In fact, almost 9,483 low/mod income households are cost burdened. (Refer to Table 9)

The quality of the City's housing stock, which includes age and the condition of the structure, could also present potential housing issues for low- and moderate-income households.

To further dissect the housing problems, the following tables provide additional details on housing needs and problems:

- Table 7 presents the number of households with one or more housing problem (inadequate housing, overcrowding, cost burden of 50%, or cost burden of 30%) by income and tenure.
- Table 8 summarizes the number of households with more than one or more severe housing problems by income and tenure. Severe housing problems are: inadequate housing; severe overcrowding (1.51 persons or more per room); and housing cost burden of 50%.
- Table 9 isolates those households with housing cost burden of over 30% (inclusive of those with cost burden of over 50%) by income and tenure.
- Table 10 further isolates those households with cost burden of over 50%.

- Table 11 presents overcrowding by household type.
- Table 12 is intended to show overcrowding for households with children. However, the American Community Survey provides no data for the City.

Demographics	Base Year: 2009	Most Recent Year: 2015	% Change
Population	106,098	107,835	2%
Households	30,410	30,815	1%
Median Income	\$66,589.00	\$69,189.00	4%

Table 5 - Housing Needs Assessment Demographics

Data Source: 2005-2009 ACS (Base Year), 2011-2015 ACS (Most Recent Year)

Number of Households Table

	0-30% HAMFI	>30-50% HAMFI	>50-80% HAMFI	>80-100% HAMFI	>100% HAMFI
Total Households	3,895	3,975	6,010	3,775	13,160
Small Family Households	1,370	1,620	2,830	1,815	7,155
Large Family Households	530	625	1,185	755	2,825
Household contains at least one person 62-74 years of age	850	890	1,605	795	3,130
Household contains at least one person age 75 or older	950	855	795	435	1,315
Households with one or more children 6 years old or younger	740	825	1,155	730	755

Table 6 - Total Households Table

Data Source: 2011-2015 CHAS

Housing Needs Summary Tables

1. Housing Problems (Households with one of the listed needs)

	Renter					Owner				
	0-30% AMI	>30- 50% AMI	>50- 80% AMI	>80- 100% AMI	Total	0-30% AMI	>30- 50% AMI	>50- 80% AMI	>80- 100% AMI	Total
NUMBER OF HOUSEHOLDS										
Substandard Housing - Lacking complete plumbing or kitchen facilities	180	100	55	80	415	4	20	4	0	28
Severely Overcrowded - With >1.51 people per room (and complete kitchen and plumbing)	145	80	20	35	280	0	10	10	15	35
Overcrowded - With 1.01-1.5 people per room (and none of the above problems)	195	275	275	105	850	20	25	170	120	335
Housing cost burden greater than 50% of income (and none of the above problems)	1,290	665	90	50	2,095	905	760	880	170	2,715

	Renter					Owner				
	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total
Housing cost burden greater than 30% of income (and none of the above problems)	245	760	1,020	285	2,310	170	345	1,160	860	2,535
Zero/negative Income (and none of the above problems)	150	0	0	0	150	110	0	0	0	110

Table 7 – Housing Problems Table

Data 2011-2015 CHAS
Source:

2. Housing Problems 2 (Households with one or more Severe Housing Problems: Lacks kitchen or complete plumbing, severe overcrowding, severe cost burden)

	Renter					Owner				
	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total
NUMBER OF HOUSEHOLDS										
Having 1 or more of four housing problems	1,810	1,120	445	265	3,640	925	815	1,065	310	3,115
Having none of four housing problems	495	955	1,750	1,245	4,445	405	1,095	2,755	1,960	6,215
Household has negative income, but none of the other housing problems	150	0	0	0	150	110	0	0	0	110

Table 8 – Housing Problems 2

Data 2011-2015 CHAS
Source:

3. Cost Burden > 30%

	Renter				Owner			
	0-30% AMI	>30-50% AMI	>50-80% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	Total
NUMBER OF HOUSEHOLDS								
Small Related	725	905	720	2,350	435	490	1,090	2,015
Large Related	380	295	195	870	140	200	425	765
Elderly	675	315	104	1,094	490	375	425	1,290
Other	255	315	215	785	29	70	215	314
Total need by income	2,035	1,830	1,234	5,099	1,094	1,135	2,155	4,384

Table 9 – Cost Burden > 30%

Data 2011-2015 CHAS
Source:

4. Cost Burden > 50%

	Renter				Owner			
	0-30% AMI	>30-50% AMI	>50-80% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	Total
NUMBER OF HOUSEHOLDS								
Small Related	600	365	70	1,035	410	400	395	1,205
Large Related	370	115	0	485	130	140	125	395
Elderly	540	165	34	739	360	180	225	765
Other	235	180	0	415	25	70	145	240
Total need by income	1,745	825	104	2,674	925	790	890	2,605

Table 10 – Cost Burden > 50%

Data 2011-2015 CHAS
Source:

5. Crowding (More than one person per room)

	Renter					Owner				
	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total
NUMBER OF HOUSEHOLDS										
Single family households	275	265	240	55	835	10	29	135	115	289
Multiple, unrelated family households	75	90	65	85	315	10	4	45	20	79

	Renter					Owner				
	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total
Other, non-family households	0	0	0	0	0	0	0	0	0	0
Total need by income	350	355	305	140	1,150	20	33	180	135	368

Table 11 – Crowding Information – 1/2

Data Source: 2011-2015 CHAS

	Renter				Owner			
	0-30% AMI	>30-50% AMI	>50-80% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	Total
Households with Children Present	0	0	0	0	0	0	0	0

Table 12 – Crowding Information – 2/2

Data Source
Comments:

Describe the number and type of single person households in need of housing assistance.

According to the 2018 American Community Survey (ACS) 5-Year Estimates, approximately 15.6% (N=4,749) of the City's households were single person households. The tenure breakdown of single person households was: 51.6% were homeowners while 48.4% were renters. Furthermore, (43.3%) of the single-person owner-households in the City were senior households (1,321 owners and 740 renters). Of all 10,943 renter-occupied housing units, 2,296 (21.0%) were comprised of one-person households. In contrast, 12.5% (N=2,453) of all 19,570 owner-occupied housing units were comprised of single person households.

Estimate the number and type of families in need of housing assistance who are disabled or victims of domestic violence, dating violence, sexual assault and stalking.

Persons with Disabilities: According to the 2018 ACS 5-Year Estimates, 10.1% (N=10,820) of the City's civilian non-institutionalized population was affected by one or more disabilities. Among persons living with disabilities in West Covina, ambulatory disabilities were the most prevalent (N=6,108), followed independent living difficulty (N=4,672) and cognitive difficulty (N=4,156).

West Covina is located within the service area of San Gabriel/Pomona Regional Center. According to the Regional Center, in 2018, 773 West Covina residents were actively utilizing services for a developmental disability

According to the 2020 Greater Los Angeles Homeless Count, 1,119 of the total 4,555 homeless persons in Service Planning Area (SPA) 3 – San Gabriel Valley, which includes West Covina, suffer from mental health issues. While 124 homeless persons were counted in West Covina, no City-specific data is available.

Victims of Domestic Violence: Based on survey data collected during the 2020 Greater Los Angeles Homeless Count an estimated 1,381 homeless persons in SPA 3 were survivors of domestic violence at some point in the past. No City specific data is available.

Statistics compiled by the California Attorney General’s Office indicate that between 2015 and 2019, there were 1,024 calls for assistance in West Covina related to domestic violence, an annual average of 204.8 calls. The vast majority of these instances (86.3%) did not involve a weapon.

What are the most common housing problems?

As mentioned previously, the most common housing problem in West Covina is housing cost burden. A combined total of almost 9,500 low and moderate income renters and owners are cost burdened (>30%). Approximately 1,500 low and moderate income households (1,150 renters and 368 owners) are crowded. Units with physical defects, or substandard units, were the least common housing problem for the City.

Are any populations/household types more affected than others by these problems?

Overall, renter-households are more impacted by housing cost burden issues than owner households. Renters also experience crowding to a greater extent than owners. Small related families experience cost burdens to a greater degree than large related families.

Describe the characteristics and needs of Low-income individuals and families with children (especially extremely low-income) who are currently housed but are at imminent risk of either residing in shelters or becoming unsheltered 91.205(c)/91.305(c)). Also discuss the needs of formerly homeless families and individuals who are receiving rapid re-housing assistance and are nearing the termination of that assistance

The City has approximately 2,000 extremely low income renter families. Not known, however, is the number of extremely low income renter families with children who have a cost burden greater than 50%. These families face difficulties in meeting their monthly housing obligations and could lose their housing because of financial constraints. There are 411 families on the Section 8 Waiting List of the County of Los Angeles Housing Authority (251) and Baldwin Park Housing Authority (160).

If a jurisdiction provides estimates of the at-risk population(s), it should also include a description of the operational definition of the at-risk group and the methodology used to generate the estimates:

Households at risk of becoming homeless include those extremely low income households with a severe housing cost burden (spending 50% or more of their income on housing).

Specify particular housing characteristics that have been linked with instability and an increased risk of homelessness

Extremely low income households with a severe housing cost burden are more likely to lose their housing in the event of loss of employment or other unexpected expenses. With the recent economic recession and its slow recovery, unemployment and underemployment have been the primary reasons for families losing their homes.

Discussion

See discussions above.

NA-15 Disproportionately Greater Need: Housing Problems – 91.205 (b)(2)

Assess the need of any racial or ethnic group that has disproportionately greater need in comparison to the needs of that category of need as a whole.

Introduction

A disproportionately greater need exists when the members of a racial or ethnic group at a given income level experience housing problems at a greater rate (10 percentage points or more) than the income level as a whole. For example, assume that 60% of all low-income households within a jurisdiction have a housing problem and 70% of low-income Hispanic households have a housing problem. In this case, low-income Hispanic households have a disproportionately greater need.

This section has four tables that capture the number of housing problems by income, race, and ethnicity. Each table provides data for a different income level (0–30%, 30–50%, 50–80%, and 80–100% AMI). The four housing problems are: 1) Lacks complete kitchen facilities; 2) Lacks complete plumbing facilities; 3) More than one person per room; and 4) Cost burden greater than 30%. The four tables are:

- Table 13 - Disproportionally Greater Need 0-30% AMI
- Table 14 - Disproportionally Greater Need 30 - 50% AMI
- Table 15 - Disproportionally Greater Need 50 - 80% AMI
- Table 16 - Disproportionally Greater Need 80 - 100% AMI

Households having no/negative income refers to the number of households whose income is zero or negative due to self-employment, dividends, and net rental income. These households are not included in the other two categories. Households with zero or negative income cannot actually have a cost burden, but still require housing assistance and are therefore counted separately.

0%-30% of Area Median Income

Housing Problems	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	3,150	485	260
White	495	150	65
Black / African American	195	10	35
Asian	805	145	50
American Indian, Alaska Native	0	0	0
Pacific Islander	0	0	0
Hispanic	1,645	140	110

Table 13 - Disproportionally Greater Need 0 - 30% AMI

Data 2011-2015 CHAS
Source:

*The four housing problems are:

1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than one person per room, 4. Cost Burden greater than 30%

30%-50% of Area Median Income

Housing Problems	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	3,035	940	0
White	495	410	0
Black / African American	230	50	0
Asian	700	190	0
American Indian, Alaska Native	25	0	0
Pacific Islander	0	0	0
Hispanic	1,555	285	0

Table 14 - Disproportionally Greater Need 30 - 50% AMI

Data 2011-2015 CHAS
Source:

*The four housing problems are:

1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than one person per room, 4. Cost Burden greater than 30%

50%-80% of Area Median Income

Housing Problems	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	3,690	2,320	0
White	520	640	0
Black / African American	200	85	0
Asian	1,070	590	0
American Indian, Alaska Native	0	29	0
Pacific Islander	0	0	0
Hispanic	1,850	970	0

Table 15 - Disproportionally Greater Need 50 - 80% AMI

Data 2011-2015 CHAS
Source:

*The four housing problems are:

1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than one person per room, 4. Cost Burden greater than 30%

80%-100% of Area Median Income

Housing Problems	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	1,720	2,055	0
White	260	495	0
Black / African American	145	85	0
Asian	440	460	0
American Indian, Alaska Native	0	0	0
Pacific Islander	0	4	0
Hispanic	865	965	0

Table 16 - Disproportionally Greater Need 80 - 100% AMI

Data 2011-2015 CHAS
Source:

*The four housing problems are:

1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than one person per room, 4. Cost Burden greater than 30%

Discussion

The racial and ethnic groups experiencing disproportionate housing needs include:

- 0%-30 % Area Median Income: None
- 30%-50% Area Median Income: American Indian, Alaska Native
- 50%-80% Area Median Income: None
- 80%-100% Area Median Income: Black/African American

NA-20 Disproportionately Greater Need: Severe Housing Problems – 91.205 (b)(2)

Assess the need of any racial or ethnic group that has disproportionately greater need in comparison to the needs of that category of need as a whole.

Introduction

A disproportionately greater need exists when the members of racial or ethnic group at a given income level experience housing problems at a greater rate (10 percentage points or more) than the income level as a whole. The following tables identify the extent of *severe* housing problems by income and race. Severe housing problems include inadequate housing (lacking complete kitchen or plumbing facilities); severe overcrowding (1.51 persons per room); and housing cost burden of 50% or more.

This section has four tables that capture the number of housing problems by income, race, and ethnicity. The four tables are:

- Table 17 – Severe Housing Problems 0-30% AMI
- Table 18 – Severe Housing Problems 30 - 50% AMI
- Table 19 – Severe Housing Problems 50 - 80% AMI
- Table 20 – Severe Housing Problems 80 - 100% AMI

0%-30% of Area Median Income

Severe Housing Problems*	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	2,735	900	260
White	390	255	65
Black / African American	190	20	35
Asian	675	280	50
American Indian, Alaska Native	0	0	0
Pacific Islander	0	0	0
Hispanic	1,475	315	110

Table 17 – Severe Housing Problems 0 - 30% AMI

Data 2011-2015 CHAS
Source:

*The four severe housing problems are:

1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than 1.5 persons per room, 4. Cost Burden over 50%

30%-50% of Area Median Income

Severe Housing Problems*	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	1,935	2,050	0
White	245	650	0
Black / African American	160	115	0
Asian	505	385	0
American Indian, Alaska Native	20	10	0
Pacific Islander	0	0	0
Hispanic	985	860	0

Table 18 – Severe Housing Problems 30 - 50% AMI

Data 2011-2015 CHAS
Source:

*The four severe housing problems are:

1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than 1.5 persons per room, 4. Cost Burden over 50%

50%-80% of Area Median Income

Severe Housing Problems*	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	1,510	4,505	0
White	160	1,005	0
Black / African American	40	250	0
Asian	500	1,165	0
American Indian, Alaska Native	0	29	0
Pacific Islander	0	0	0
Hispanic	795	2,020	0

Table 19 – Severe Housing Problems 50 - 80% AMI

Data 2011-2015 CHAS
Source:

*The four severe housing problems are:

1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than 1.5 persons per room, 4. Cost Burden over 50%

80%-100% of Area Median Income

Severe Housing Problems*	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	575	3,205	0
White	85	670	0
Black / African American	30	195	0
Asian	90	810	0
American Indian, Alaska Native	0	0	0
Pacific Islander	0	4	0
Hispanic	355	1,465	0

Table 20 – Severe Housing Problems 80 - 100% AMI

Data 2011-2015 CHAS
Source:

*The four severe housing problems are:

1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than 1.5 persons per room, 4. Cost Burden over 50%

Discussion

The racial and ethnic groups experiencing disproportionate severe housing needs include:

- 0%-30 % Area Median Income: None
- 30%-50% Area Median Income: American Indian, Alaska Native
- 50%-80% Area Median Income: None
- 80%-100% Area Median Income: None

NA-25 Disproportionately Greater Need: Housing Cost Burdens – 91.205 (b)(2)

Assess the need of any racial or ethnic group that has disproportionately greater need in comparison to the needs of that category of need as a whole.

Introduction:

A disproportionate greater need exists when the members of a racial or ethnic group at a given income level experience housing problems at a greater rate (10 percentage points or more) than the income level as a whole.

Housing Cost Burden

Housing Cost Burden	<=30%	30-50%	>50%	No / negative income (not computed)
Jurisdiction as a whole	17,635	7,240	5,670	285
White	3,920	1,250	830	70
Black / African American	805	390	405	35
Asian	4,785	1,920	1,580	60
American Indian, Alaska Native	50	10	20	0
Pacific Islander	4	0	0	0
Hispanic	7,790	3,605	2,790	120

Table 21 – Greater Need: Housing Cost Burdens AMI

Data Source: 2011-2015 CHAS

Discussion:

The group with a disproportionate housing cost burden are Hispanics in both the 30-50% and >50% AMI brackets and Asians in the >50% AMI bracket.

NA-30 Disproportionately Greater Need: Discussion – 91.205(b)(2)

Are there any Income categories in which a racial or ethnic group has disproportionately greater need than the needs of that income category as a whole?

Please see discussions provided under specific needs by income group presented earlier.

If they have needs not identified above, what are those needs?

Housing needs of low- and moderate-income minority households have been previously identified.

Are any of those racial or ethnic groups located in specific areas or neighborhoods in your community?

The number of families with disproportionately greater needs is small for each racial/ethnic and income group. Therefore, it would not be anticipated that such a small number would be concentrated in specific areas and neighborhoods.

Overall, about 45% of West Covina's population have low/moderate incomes (<80% AMI). In 55 of the City's 77 block groups the low/mod population comprises less than 50% of the population.

NA-35 Public Housing – 91.205(b)

Introduction

The City of West Covina does not have public housing units in its housing inventory. The data in the following tables is for the Housing Authority for the County of Los Angeles:

- Table 22 – Public Housing by Program Type
- Table 23 – Characteristics of Public Housing Residents by Program Type
- Table 24 – Race of Public Housing Residents by Program Type
- Table 25 – Ethnicity of Public Housing Residents by Program Type

Totals in Use

	Program Type								
	Certificate	Mod-Rehab	Public Housing	Vouchers					
				Total	Project - based	Tenant - based	Special Purpose Voucher		
							Veterans Affairs Supportive Housing	Family Unification Program	Disabled *
# of units vouchers in use	0	253	2,895	21,642	47	21,099	274	163	59

Table 22 - Public Housing by Program Type

*includes Non-Elderly Disabled, Mainstream One-Year, Mainstream Five-year, and Nursing Home Transition

Data Source: PIC (PIH Information Center)

Characteristics of Residents

	Program Type							
	Certificate	Mod-Rehab	Public Housing	Vouchers			Special Purpose Voucher	
				Total	Project - based	Tenant - based	Veterans Affairs Supportive Housing	Family Unification Program
# Homeless at admission	0	0	1	187	0	44	143	0
# of Elderly Program Participants (>62)	0	48	1,150	6,970	15	6,883	42	2
# of Disabled Families	0	40	534	4,516	17	4,369	83	16
# of Families requesting accessibility features	0	253	2,895	21,642	47	21,099	274	163
# of HIV/AIDS program participants	0	0	0	0	0	0	0	0
# of DV victims	0	0	0	0	0	0	0	0

Table 23 – Characteristics of Public Housing Residents by Program Type

Data Source: PIC (PIH Information Center)

Race of Residents

Race	Certificate	Mod-Rehab	Public Housing	Program Type					
				Vouchers			Special Purpose Voucher		
				Total	Project - based	Tenant - based	Veterans Affairs Supportive Housing	Family Unification Program	Disabled *
White	0	148	1,719	10,713	33	10,438	82	120	40
Black/African American	0	60	1,035	8,529	12	8,281	183	38	15
Asian	0	8	123	2,252	1	2,244	3	1	3
American Indian/Alaska Native	0	0	11	78	1	69	6	2	0
Pacific Islander	0	37	7	70	0	67	0	2	1
Other	0	0	0	0	0	0	0	0	0
*includes Non-Elderly Disabled, Mainstream One-Year, Mainstream Five-year, and Nursing Home Transition									

Table 24 – Race of Public Housing Residents by Program Type

Data Source: PIC (PIH Information Center)

Ethnicity of Residents

Ethnicity	Certificate	Mod-Rehab	Public Housing	Program Type					
				Vouchers			Special Purpose Voucher		
				Total	Project - based	Tenant - based	Veterans Affairs Supportive Housing	Family Unification Program	Disabled *
Hispanic	0	124	1,130	7,607	11	7,434	42	105	15
Not Hispanic	0	129	1,765	14,035	36	13,665	232	58	44
*includes Non-Elderly Disabled, Mainstream One-Year, Mainstream Five-year, and Nursing Home Transition									

Table 25 – Ethnicity of Public Housing Residents by Program Type

Data Source: PIC (PIH Information Center)

Section 504 Needs Assessment: Describe the needs of public housing tenants and applicants on the waiting list for accessible units:

Not applicable to the City of West Covina.

Most immediate needs of residents of Public Housing and Housing Choice voucher holders

Public housing units are not located in West Covina. The most immediate need of Section 8 Housing Choice voucher holders is continued rental assistance. The average monthly rental assistance is \$1,144 through the County and \$943 through Baldwin Park Housing Authority. Without this rental assistance the voucher holders would face food insecurity as well as other basic needs and potential homelessness.

How do these needs compare to the housing needs of the population at large

West Covina's extremely low income renters have needs similar to voucher holders: food insecurity and other basic human needs. However, the majority of extremely low income renters do not receive Section 8 rental assistance. Consequently, they have similar but more severe needs.

Discussion

The City does not have public housing; however, the Housing Authority of the County of Los Angeles and Baldwin Park Housing Authority administer the Section 8 Housing Choice Voucher program within West Covina. Section 8 provides rental assistance to 579 families through programs administered by the Housing Authority of the County of Los Angeles (474) and Baldwin Park Housing Authority (105).

Of the 579 families, 503 are disabled or elderly and the balance is non-disabled and non-elderly.

The Housing Authorities have prepared a five-year Strategic Plan and an Annual Plan. The Plans guide the actions of the Housing Authorities in addressing the needs of extremely low and very low income families and include goals to increase the supply of affordable housing, promote self-sufficiency and asset development, ensure equal opportunity and affirmatively further fair housing, and in achieving consistency with each jurisdiction's Consolidated Plan. The City will continue to monitor the Housing Authorities' Plans and provide input as it pertains to West Covina residents in an effort to increase the supply of affordable housing.

NA-40 Homeless Needs Assessment – 91.205(c)

Introduction:

Factors contributing to the rise in homelessness include a lack of housing affordable to low- and moderate-income persons, increases in the number of persons whose income falls below the poverty level, reductions in subsidies to the poor, drug/alcohol abuse, and the deinstitutionalization of the mentally ill. The recent housing market and economic conditions have also resulted in some families facing homelessness due to foreclosures, unemployment, and/or underemployment.

According to the Los Angeles Homeless Services Authority (LAHSA) 2020 Homeless Count, on any given day, there are an estimated 49,521 homeless people throughout the Los Angeles Continuum of Care system.

West Covina belongs to Service Planning Area (SPA) 3 San Gabriel Valley. Statistics for the entire SPA 3 from the 2020 Homeless Count show that there were 4,555 homeless people throughout the SPA on any given night. This number represents an increase of 47% from the 2015 Count.

Based on the 2020 Greater Los Angeles Homeless Count, West Covina has an estimated 124 homeless persons.

The YWCA – WINGS Women’s Shelter is located in West Covina. It is a 32-bed shelter for battered women and their children. In addition, the West Covina Access Center is located in the City. The Access Center serves as a one stop shop for homeless persons with multiple needs.

The City also supports through CDBG funds the efforts of the East San Gabriel Valley Coalition for the Homeless which operates a Winter Shelter Program. CDBG funds also are allocated to food services to relieve food insecurity among homeless persons.

Data used to profile the homeless population in the West Covina include:

- Los Angeles Homeless Services Authority, 2019 Greater Los Angeles Homeless Count
- Los Angeles Homeless Services Authority, 2020 Greater Los Angeles Homeless Count

No detailed information on the characteristics of the homeless population in West Covina is available. Therefore, the following information for the different homeless populations is unavailable:

- # experiencing homelessness each year
- # becoming homeless each year
- # exiting homelessness each year
- # of days persons experience homelessness

Homeless Needs Assessment

Population	Estimate the # of persons experiencing homelessness on a given night		Estimate the # experiencing homelessness each year	Estimate the # becoming homeless each year	Estimate the # exiting homelessness each year	Estimate the # of days persons experience homelessness
	Sheltered	Unsheltered				
Persons in Households with Adult(s) and Child(ren)	32	6	0	0	0	0
Persons in Households with Only Children	0	0	0	0	0	0
Persons in Households with Only Adults	0	119	0	0	0	0
Chronically Homeless Individuals	0	39	0	0	0	0
Chronically Homeless Families	0	2	0	0	0	0
Veterans	0	8	0	0	0	0
Unaccompanied Child	0	0	0	0	0	0
Persons with HIV	0	2	0	0	0	0

Table 26 - Homeless Needs Assessment

Data Source Comments:

Indicate if the homeless population is: Has No Rural Homeless

If data is not available for the categories "number of persons becoming and exiting homelessness each year," and "number of days that persons experience homelessness," describe these categories for each homeless population type (including chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth):

The 2020 Homeless Count does not provide this information at the City level. The nearest geography for which data is provided is the Service Planning Area.

Chronically homeless individuals and families: 1,674 chronically homeless individuals and 89 chronically homeless families.

Families with children: SPA3 has an estimated 581 homeless families with children.

Veterans: The SPA has 187 homeless veterans, 106 chronically.

Many of the homeless men and women suffer from co-occurring disorders, including substance abuse, mental illness and post-traumatic stress disorder (PTSD), as well as chronic medical problems.

Unaccompanied youth: The SPA has no homeless unaccompanied youth.

While the 2020 Greater Los Angeles Homeless County did not provide detailed information on why literal homelessness has increased in the region, the following factors have been cited:

- Lack of affordable housing options for low income households and increasing rents.
- Prison realignment which released probationers without adequate funding and coordination for services and housing options.
- Los Angeles County receives less federal McKinney Vento funding due to use of CDBG funding formulas.
- In-migration of homeless persons to Los Angeles County.

Nature and Extent of Homelessness: (Optional)

Race:	Sheltered:	Unsheltered (optional)
White	0	0
Black or African American	0	0
Asian	0	0
American Indian or Alaska Native	0	0
Pacific Islander	0	0
Ethnicity:	Sheltered:	Unsheltered (optional)
Hispanic	0	0
Not Hispanic	0	0

Data Source

Comments:

Estimate the number and type of families in need of housing assistance for families with children and the families of veterans.

On January 23, 2019, the Point-in-Time Homeless Count was 142 persons, according to LAHSA. On January 22, 2020, the count was 124 persons.

Between the months of July and December 2020, LAHSA reports through its Coordinated Entry System (CES) statistics, that 137 persons were assessed - 108 individuals and 5 youth. 24 families and 8 veterans were assessed. Of those assessed, 18 persons were aged 62+.

The 2020 Homeless Count does not provide this information at the City level. The nearest geography for which data is provided is the Service Planning Area. In SPA 3

These persons would need financial assistance to secure adequate housing as well as supportive services.

Describe the Nature and Extent of Homelessness by Racial and Ethnic Group.

Specific information regarding West Covina's homelessness by race and ethnicity is unavailable.

According to LAHSA the 2020 Greater Los Angeles Homeless Count, those experiencing homelessness in SPA 3 were 49% Hispanic/Latino; 23% Black/African-American; and 25% White. Asian, American Indian/Alaska Native; Native Hawaiian/Other Pacific Islander, and Multi-Racial/Other each represented 1% or less. Hispanic/Latino increased by 8% from the prior year and Black/African-American increased by 6% during the same time.

Describe the Nature and Extent of Unsheltered and Sheltered Homelessness.

West Covina has an estimated 124 unsheltered homeless people/families, according to the 2020 Point-in-Time Count. West Covina has 32 battered women and their children sheltered. SPA 3 has a total of 1,528 sheltered homeless and 3,027 unsheltered homeless persons for a total of 4,555.

Despite all the best efforts to end homelessness, individuals and families experience temporary homelessness due to a lack of sufficient and stable income, chronic or sudden health problems, domestic violence, untreated mental illness, chronic substance abuse, and youth who lack parental, foster or institutional care among other causes.

Discussion:

See discussions above.

NA-45 Non-Homeless Special Needs Assessment - 91.205 (b,d)

Introduction:

Certain households, because of their special characteristics and needs, may require special accommodations and may have difficulty finding housing due to their special needs. Special needs groups include the elderly, frail elderly, persons with disabilities, persons with alcohol or drug addiction, and victims of domestic violence.

Describe the characteristics of special needs populations in your community:

Elderly: According to the 2019 ACS, West Covina's elderly population (65+) is comprised of 16,484 persons, which represents 15% of the total population. The City's elderly population is comprised of 7,207 men and 9,277 women. Almost 29% (N=4,764) of the elderly population (65+) lives alone. Housing costs are a burden to the elderly as a high proportion live on fixed income. In fact, according to the 2019 ACS, 13,847 persons receive Social Security Income (SSI). The mean income of SSI recipients is \$21,231. The 2019 ACS estimates that 7,120 persons have retirement income. The mean retirement income is \$33,315.

Frail Elderly: West Covina's frail elderly population could be as large as approximately 5,300 persons. This number represents seniors 65 years of age or older with a self-care limitation (N= 2,094) or an independent living limitation (N=3,206). It is possible that some elderly have both difficulties. Many of the frail elderly also live on fixed incomes. And many also need home modifications in order to help prevent falls.

Persons with Mental, Physical, and/or Developmental Disabilities: Approximately 4,130 persons have a cognitive difficulty, which is an indicator of mental disabilities. There about 10,371 persons with a disability. Physical disabilities may include hearing, vision, ambulatory, self-care, and independent living difficulties. According to the San Gabriel/Pomona Regional Center Regional Center, in 2013, approximately 773 West Covina residents were actively utilizing services for a developmental disability.

Persons with Alcohol or Other Drug Addiction: The U.S. Department of Health and Human Services conducts annual National Surveys on Drug Use and Health (NSDUH). Estimates are based on annual averages of data collected during a 6-year period from 2005 to 2010. The report found that 15.4% of the Los Angeles-Long Beach-Santa Ana MSA population 12 years or older used an illicit drug. According to American Community Survey 2019 1-year estimates, approximately 83% of West Covina's population is over the age of 14. Therefore, an estimated 87,245 persons are over the age of 14 and an estimated 13,435 (15.4%) persons may use illicit drugs in the City.

The NSDUH report also found that 4.4% of the MSA population also reported misusing some form of prescription drugs in the past year. This translates to 4,625 persons in West Covina that may have issues with prescription drug abuse. Furthermore, the NSDUH report estimates that 20.3% percent of the

population 12 years or older can be classified as binge drinkers. This translates to 18,803 persons in the City.

Victims of Domestic Violence: Based on data included in the 2019 Greater Los Angeles Homeless Count, it is estimated that 51 of unsheltered homeless adults are survivors of domestic violence at some point in the past. Statistics compiled by the California Attorney General's Office indicate that between 2015 and 2019, there were 1,024 calls for assistance related to domestic violence, an annual average of 205 calls. The vast majority of these instances (86.3%) did not involve a weapon.

Domestic violence victims may need to leave their housing several times and, therefore, experience multiple periods of homelessness. Emergency shelter resources are needed to accommodate these victims of domestic violence. Women survivors of domestic violence also face numerous barriers to securing safe housing such as limited incomes, lack of a credit history, and landlord discrimination. The Federal Fair Housing act bans landlords and housing providers from discriminating against domestic violence survivors by either denying an applicant or evicting a survivor.

What are the housing and supportive service needs of these populations and how are these needs determined?

Elderly: The top five elderly needs, as reported in the *FY 2016-2020 Area Plan on Aging*, include: information regarding resources, senior-friendly transportation options; emergency preparation; assistive devices/home adaptations, and recreational and social opportunities.

Frail Elderly: By definition, the frail elderly need assistance to perform daily living activities. The frail elderly may experience difficulty eating, bathing, toileting, etc. by oneself and/or difficulty using the telephone, getting outside, shopping, and doing light house work, etc. by oneself. The frail elderly may be assisted by in-home care, or by residing in supportive housing arrangements. Seniors participating in the *Area Plan on Aging Plan* needs assessment process mentioned the following needs: home maintenance and in-home supportive services improvement. The *Area Plan* states that frail seniors are among the populations with the greatest economic and social needs.

Persons with Mental, Physical, and/or Developmental Disabilities: In general, the special housing needs of the disabled populations include independent living units with affordable housing costs; supportive housing with affordable housing costs; and housing with design features that facilitate mobility and independence. The shortage of available, accessible, and/or affordable housing is an acute problem for most people with disabilities (PWD). Like most individuals, people with disabilities prefer to live independent and productive lives in their own homes. They have a need and desire for safe and decent housing.

West Covina's 2014-2021 *Housing Element* states that the City will implement programs to coordinate housing and outreach activities with the San Gabriel/Pomona Regional Center.

Persons with Alcohol or Other Drug Addiction: In general, the residents of West Covina are more likely to abuse pharmaceuticals than illicit drugs. The Los Angeles County Department of Public Health has identified the following needs: raise awareness about prescription drug abuse; make usage of CURES/PDMP, which can be used to identify clinicians with patterns of inappropriate prescribing and dispensing controlled substances, mandatory; and assistance with the safe disposal.

Some of the key needs of this special needs population include: obtain stable housing and employment; improve their mental health and coping skills; get needed medical treatment; and maintain good health.

Victims of Domestic Violence: Women who are victims of domestic violence experience unique housing issues. Women and their children are often forced to move out of their homes away from their abuser to seek other housing where they are safe. Emergency housing is needed to fill a short-term need. Barriers are confronted when seeking permanent housing because of a limited incomes, lack of credit, and housing discrimination. Transitional housing and transitional housing with supportive services is needed.

Discuss the size and characteristics of the population with HIV/AIDS and their families within the Eligible Metropolitan Statistical Area:

The Los Angeles County Department of Health Services, Office of AIDS Programs and Policy (OAPP), coordinates the collection, analysis and release of HIV-related data and provides system support for data systems. The central source of HIV-related data is the, HIV Epidemiology Program. That Program office aggregated West Covina AIDS data at the zip code level to establish a citywide count. In West Covina [zip codes 91790, 91791 and 91792], 234 persons are living with AIDS.

According to the County of Los Angeles Public Health Department's Epidemiologic Profile, AIDS has disproportionately impacted areas and communities in the County. According to the 2019 HIV Surveillance Annual Report, among 26 Health Districts, Hollywood-Wilshire, Central, and Long Beach are identified as three epicenters, with the largest number of new HIV diagnoses and persons living with diagnosed HIV. Localities with the greatest number of Persons Living with AIDS (PLWA) are Hollywood, West Hollywood and the Downtown area in the Metro Service Planning Area (SPA 4) and Long Beach in the South Bay (SPA 8). The Metro SPA (SPA 4) continues to have the highest number, proportion, and rate of persons living with HIV in the County, followed by the South Bay (SPA 8).

West Covina is located in SPA 3 – San Gabriel Valley – and, according to the Epidemiologic Profile PLWA are clustered in three communities which include Pasadena, Pomona, and El Monte.

According to HUD, the lack of affordable and medically appropriate housing for persons living with HIV/AIDS and their families is an ongoing concern for AIDS housing providers, policy makers, and

advocates across the country. Stable housing promotes improved health status, sobriety or decreased use of nonprescription drugs, and a return for some persons with AIDS to productive work and social activities. HUD has pointed out that stable housing is the cornerstone of HIV/AIDS treatment.

Recent studies, according to HUD, confirm that persons living with HIV/AIDS must have stable housing to access comprehensive healthcare and adhere to complex HIV/AIDS drug therapies. Even though stable housing has been shown to be a necessary link to medical and supportive services, accessing housing is difficult as the wait for affordable housing increases in many communities across the country. Compounding the problem of waiting lists is access to housing with the services to care and treat the increasing number of persons living not only with HIV/AIDS but also with histories of homelessness, mental illness, and substance abuse.

Persons living with HIV/AIDS and their families may require housing that provides emergency, transitional, or long-term affordable solutions. A variety of HUD programs and projects provide such housing; however, this housing often is not the typical “house” structure. HIV/AIDS housing includes short and long-term rental assistance, live-in medical facilities, and housing sites developed exclusively for people living with AIDS.

Discussion:

Refer to narratives above.

NA-50 Non-Housing Community Development Needs – 91.215 (f)

Describe the jurisdiction's need for Public Facilities:

Respondents to the Housing and Community Development Needs Survey indicated: Parks and recreational facilities; homeless shelters; and facilities for abused/neglected children as high priorities.

How were these needs determined?

These needs were determined through a combination of public input (primarily through the Housing and Community Development Needs Survey), public hearings, City planning documents, and staff assessments.

Describe the jurisdiction's need for Public Improvements:

Water quality improvements, tree planting, and street improvements were ranked high by respondents to the Housing and Community Development Survey.

Staff assessment of needs include accessibility improvements.

How were these needs determined?

These needs were determined through a combination of public input (primarily through the Housing and Community Development Needs Survey), public hearings, City planning documents, and staff assessments.

Describe the jurisdiction's need for Public Services:

Respondents to the Housing and Community Development Survey ranked the following as priority public services: neighborhood crime prevention programs, children afterschool/summer camp programs, and park and recreation programs.

How were these needs determined?

These needs were determined through a combination of public input (primarily through the Housing and Community Development Needs Survey).

Housing Market Analysis

MA-05 Overview

Housing Market Analysis Overview:

The housing market analysis includes data on:

- Number of Housing Units (MA-10)
- Housing Market Analysis: Cost of Housing (MA-15)
- Housing Market Analysis: Condition of Housing (MA-20)
- Public and Assisted Housing (MA-25)
- Homeless Facilities and Services (MA-30)
- Special Needs Facilities and Services (MA-35)
- Barriers to Affordable Housing (MA-40)
- Non-Housing Community Development Assets (MA-45)
- Needs and Market Analysis Discussion (MA-50)

The housing market analysis provides information on the number and type of housing as well as the cost and condition of housing. The information also discusses the facilities and services that are available to address the needs of homeless persons as well as special needs populations such as the elderly, frail elderly and disabled. Information also is presented on the public sector barriers to the development of affordable housing. Finally, an analysis is presented of community development assets with a focus on employment and local economic conditions.

MA-10 Number of Housing Units – 91.210(a)&(b)(2)

Introduction

According to ACS data, 32,225 housing units comprise West Covina's housing stock. Overall, the City's housing stock is comprised of about 75% single family units (detached and attached); 24% multi-family units, and about 1% mobile homes (Table 27). Approximately 62% of the housing units are owner-occupied and 38% are renter-occupied. (Table 28)

89% of owner-occupied housing units contain three or more bedrooms. (Table 28) In contrast, only 36% of the renter-occupied housing units have three or more bedrooms. Thus, there is a dearth of housing for large-family renter households which then causes crowding.

All residential properties by number of units

Property Type	Number	%
1-unit detached structure	21,300	66%
1-unit, attached structure	2,780	9%
2-4 units	1,560	5%
5-19 units	1,265	4%
20 or more units	4,990	15%
Mobile Home, boat, RV, van, etc	330	1%
Total	32,225	100%

Table 27 – Residential Properties by Unit Number

Data Source: 2011-2015 ACS

Unit Size by Tenure

	Owners		Renters	
	Number	%	Number	%
No bedroom	170	1%	230	2%
1 bedroom	215	1%	2,680	25%
2 bedrooms	1,765	9%	3,930	37%
3 or more bedrooms	17,950	89%	3,875	36%
Total	20,100	100%	10,715	100%

Table 28 – Unit Size by Tenure

Data Source: 2011-2015 ACS

Describe the number and targeting (income level/type of family served) of units assisted with federal, state, and local programs.

West Covina has nine rent-restricted developments providing housing to almost 700 lower income families and seniors. No housing units are at risk of conversion to market rate housing in the next decade (2029 at the earliest).

Provide an assessment of units expected to be lost from the affordable housing inventory for any reason, such as expiration of Section 8 contracts.

None of the affordable housing units are expected to be lost from the inventory during the Consolidated Plan period which begins July 1, 2020 and ends June 30, 2024. The earliest date for the expiration of an affordability covenant is 2029.

Does the availability of housing units meet the needs of the population?

The affordable housing inventory does meet the need of the elderly and families who are housed. The City continues to work with the non-profit housing organizations to expand the affordable housing stock. However, the state-mandated dissolution of the Redevelopment Agency hinders these efforts. The Redevelopment Agency was the source for the Low and Moderate Income Housing Fund.

Describe the need for specific types of housing:

West Covina needs all types of affordable housing. City staff will work with non-profit housing organizations to accommodate the needs of special populations in future affordable housing developments.

Discussion

Please refer to the above narratives.

MA-15 Housing Market Analysis: Cost of Housing - 91.210(a)

Introduction

One of the most important factors in evaluating a community's housing market is the cost of housing and, even more significant, whether the housing is affordable to households who live there or would like to live there. Housing problems directly relate to the cost of housing in a community. If housing costs are relatively high in comparison to household income, a correspondingly high rate of housing cost burden and overcrowding could result.

Cost of Housing

	Base Year: 2009	Most Recent Year: 2015	% Change
Median Home Value	478,800	404,400	(16%)
Median Contract Rent	1,192	1,299	9%

Table 29 – Cost of Housing

Data Source: 2005-2009 ACS (Base Year), 2011-2015 ACS (Most Recent Year)

Rent Paid	Number	%
Less than \$500	885	8.3%
\$500-999	1,795	16.8%
\$1,000-1,499	4,900	45.7%
\$1,500-1,999	2,385	22.3%
\$2,000 or more	760	7.1%
Total	10,725	100.1%

Table 30 - Rent Paid

Data Source: 2011-2015 ACS

Housing Affordability

% Units affordable to Households earning	Renter	Owner
30% HAMFI	485	No Data
50% HAMFI	1,135	285
80% HAMFI	5,340	1,045
100% HAMFI	No Data	2,849
Total	6,960	4,179

Table 31 – Housing Affordability

Data Source: 2011-2015 CHAS

Monthly Rent

Monthly Rent (\$)	Efficiency (no bedroom)	1 Bedroom	2 Bedroom	3 Bedroom	4 Bedroom
Fair Market Rent	1,158	1,384	1,791	2,401	2,641
High HOME Rent	1,158	1,253	1,506	1,730	1,911
Low HOME Rent	913	979	1,156	1,357	1,515

Table 32 – Monthly Rent

Data Source Comments:

Is there sufficient housing for households at all income levels?

Numerically, there is a sufficient supply of housing for all households. However, the cost of housing exceeds the ability to pay of many low and moderate income households. Thus, a significant number of both owner and renter low/moderate income households are cost burdened or crowded or both.

How is affordability of housing likely to change considering changes to home values and/or rents?

The median income of all households is \$69,189 (Table 6). West Covina's median home value is \$404,400 and the median monthly contract rent is \$1,299 (Table 29). About 46% of all renter households pay between \$1,000 and \$1,499 a month for housing (Table 30). Although there is a supply of housing affordable to moderate income (50%-80%) AMI owners and renters, housing affordable to extremely low- and very low-income owners and renters is very scarce (Table 31).

How do HOME rents / Fair Market Rent compare to Area Median Rent? How might this impact your strategy to produce or preserve affordable housing?

The Fair Market Rents and HOME rents (Table 32) generally approximate West Covina's rents. Therefore, FMRs would probably not pose a major barrier to the rehabilitation and preservation of housing. The production of new rental housing would likely command rents higher than the FMRs and HOME rents. However, deep subsidies are necessary to produce housing affordable to extremely low- and low-income households. HOME funds if they become available to the City would need to be combined with other state and federal resources in order to facilitate the production of affordable rental housing.

Discussion

Please refer to the text in the preceding paragraphs.

MA-20 Housing Market Analysis: Condition of Housing – 91.210(a)

Introduction

Assessing housing conditions in West Covina can provide the basis for developing policies and programs to maintain and preserve the quality of the housing stock. The American Community Survey (ACS) defines a "selected condition" as owner- or renter-occupied housing units having at least one of the following conditions: 1) lacking complete plumbing facilities; 2) lacking complete kitchen facilities; 3) more than one occupant per room; and 4) selected monthly housing costs greater than 30% of household income. (Table 33) Based on this definition, about one-half of all renter-occupied housing units (49%) and two out of five owner-occupied housing units (40%) have at least one selected condition.

Definitions

Housing is considered to be substandard when physical conditions are below the minimum standards of living defined by Section 1001 of the Uniform Housing Code. Residents living in substandard conditions are considered to be in need of housing assistance even if they are not actively seeking alternative housing arrangements.

Housing is considered suitable for rehabilitation when it is economically feasible to renovate the building and bring it up to standard condition meeting all codes, including City codes.

Condition of Units

Condition of Units	Owner-Occupied		Renter-Occupied	
	Number	%	Number	%
With one selected Condition	7,570	38%	5,160	48%
With two selected Conditions	270	1%	1,055	10%
With three selected Conditions	4	0%	55	1%
With four selected Conditions	15	0%	0	0%
No selected Conditions	12,235	61%	4,445	41%
Total	20,094	100%	10,715	100%

Table 33 - Condition of Units

Data Source: 2011-2015 ACS

Year Unit Built

Year Unit Built	Owner-Occupied		Renter-Occupied	
	Number	%	Number	%
2000 or later	625	3%	465	4%
1980-1999	2,505	12%	2,860	27%
1950-1979	15,870	79%	6,790	63%

Year Unit Built	Owner-Occupied		Renter-Occupied	
	Number	%	Number	%
Before 1950	1,095	5%	605	6%
Total	20,095	99%	10,720	100%

Table 34 – Year Unit Built

Data Source: 2011-2015 CHAS

Risk of Lead-Based Paint Hazard

Risk of Lead-Based Paint Hazard	Owner-Occupied		Renter-Occupied	
	Number	%	Number	%
Total Number of Units Built Before 1980	16,965	84%	7,395	69%
Housing Units build before 1980 with children present	1,295	6%	495	5%

Table 35 – Risk of Lead-Based Paint

Data Source: 2011-2015 ACS (Total Units) 2011-2015 CHAS (Units with Children present)

Vacant Units

	Suitable for Rehabilitation	Not Suitable for Rehabilitation	Total
Vacant Units	0	0	0
Abandoned Vacant Units	0	0	0
REO Properties	0	0	0
Abandoned REO Properties	0	0	0

Table 36 - Vacant Units

Data Source: 2005-2009 CHAS

Need for Owner and Rental Rehabilitation

There is a need for different scales of housing rehabilitation – modest, minor and major repairs. This need is very evident from the condition of housing table and the age of housing table. Indeed, 84% of the owner-occupied housing stock is 40 years of age and 69% of the renter-occupied housing stock is the same age.

Estimated Number of Housing Units Occupied by Low or Moderate Income Families with LBP Hazards

Housing age is the key variable used to estimate the number of housing units with lead-based paint (LBP). Starting in 1978, the federal government prohibited the use of LBP on residential property. National studies estimate that 75% of all residential structures built prior to 1970 contain LBP. Housing built prior to 1940 is highly likely to contain LBP (estimated at 90% of housing units), and in housing built between 1960 and 1979, 62% of units are estimated to contain LBP.

Approximately 24,360 housing units were built before 1980 (Table 34). Almost 1,790 of the housing units constructed before 1980 are occupied by households with children 18 years of age or younger. Based on the age of housing and the above-noted prevalence rates, it is likely that one-half of the housing units built prior to 1980 may contain LBP.

West Covina has approximately 1,100 vacant housing units. The vast majority are suitable for rehabilitation. According to Realty Trac there are an estimated 734 REO/bank-owned properties. The overwhelming majority are considered suitable for rehabilitation.

Discussion

Please refer to the analysis above. The key point is that the age of housing causes the need for rehabilitation and the risk for lead-based paint hazards.

MA-25 Public and Assisted Housing – 91.210(b)

Introduction

The City of West Covina has no public housing units.

Table 37 – Public Housing by Program Type – contains data pertaining to the County of Los Angeles Housing Authority. Public housing is comprised of all sizes and types, from scattered single-family houses to high-rise apartments for elderly families. The Housing Authority currently manages 2,974 units of public housing at 63 sites throughout Los Angeles County. Additionally, the Housing Authority manages 261 units at five affordable sites throughout Los Angeles County. None of this housing is located in the City of West Covina.

The Housing Authority also administers the Section 8 Housing Choice Voucher Program. This program provides rental assistance to extremely low and very low income families. Approximately 474 West Covina families received Section rental assistance through the program administered by the County of Los Angeles Housing Authority. An additional 105 received assistance through the Baldwin Park Housing Authority.

Table 38 – Public Housing Condition – does not apply to the City of West Covina as there are no public housing units to inspect.

Totals Number of Units

	Program Type								
	Certificate	Mod-Rehab	Public Housing	Vouchers					
				Total	Project -based	Tenant -based	Special Purpose Voucher		
							Veterans Affairs Supportive Housing	Family Unification Program	Disabled *
# of units vouchers available	0	261	2,974	22,682	1	21,797	1,264	1,357	558
# of accessible units									

***includes Non-Elderly Disabled, Mainstream One-Year, Mainstream Five-year, and Nursing Home Transition**

Table 37 – Total Number of Units by Program Type

Data Source: PIC (PIH Information Center)

Describe the supply of public housing developments:

Describe the number and physical condition of public housing units in the jurisdiction, including those that are participating in an approved Public Housing Agency Plan:

The City of West Covina has no public housing units and has not prepared a Public Housing Agency Plan.

Public Housing Condition

Public Housing Development	Average Inspection Score

Table 38 - Public Housing Condition

Describe the restoration and revitalization needs of public housing units in the jurisdiction:

The City of West Covina has no public housing units.

Describe the public housing agency's strategy for improving the living environment of low- and moderate-income families residing in public housing:

The City of West Covina has no public housing units.

Discussion:

Not applicable.

MA-30 Homeless Facilities and Services – 91.210(c)

Introduction

Housing for homeless persons in emergency shelters, transitional housing and supportive housing is located within the community. One shelter home provides 32 beds for battered women and their children.

Table 39 - Facilities and Housing Targeted to Homeless Households – includes the 32-bed shelter.

Facilities and Housing Targeted to Homeless Households

	Emergency Shelter Beds		Transitional Housing Beds	Permanent Supportive Housing Beds	
	Year Round Beds (Current & New)	Voucher / Seasonal / Overflow Beds	Current & New	Current & New	Under Development
Households with Adult(s) and Child(ren)	0	0	32	0	0
Households with Only Adults	0	0	0	0	0
Chronically Homeless Households	0	0	0	0	0
Veterans	0	0	0	0	0
Unaccompanied Youth	0	0	0	0	0

Table 39 - Facilities and Housing Targeted to Homeless Households

Data Source Comments:

Describe mainstream services, such as health, mental health, and employment services to the extent those services are used to complement services targeted to homeless persons

The City of West Covina participates in the County of Los Angeles' Continuum of Care system that provides services and facilities for the homeless and is comprised of local government jurisdictions, federal agencies, non-profit service and housing providers, technical assistance organizations, and organizations from the faith community.

The Los Angeles County Department of Health Services (DHS) aims to ensure access to high quality, patient-centered, cost-effective health care to Los Angeles County residents through direct services at DHS facilities and through collaboration with community and university partners. The DHS provides a range of family, emergency, and specialty health services.

The Los Angeles County Department of Public Social Services (DPSS) is another County resource that offers various programs to promote health among low-income County residents.

Services offered by the Los Angeles County Department of Mental Health (DMH) include assessments, case management, crisis intervention, medication support, peer support and other rehabilitative services.

Employment plays a key role in ending homelessness. It also supports recovery for those suffering from mental and substance use disorders. Unfortunately, homeless people face many barriers to finding and sustaining employment. People who are chronically homeless often suffer the impacts of mental illness, substance abuse and co-occurring disorders. Homeless people also confront serious personal challenges, such as a lack of interviewing skills, job credentials, a fixed address and phone number, identification cards, and interview clothes. They may also have issues adapting to a regular work schedule or work environment and problems with their personal appearance or hygiene. Homeless youth face additional obstacles, including a lack of education or vocational preparation. Moreover, many homeless individuals are on the wrong side of the "digital divide," meaning they are unfamiliar or uncomfortable with increasingly prevalent modern technology such as computers. In addition, many mainstream employment programs do not effectively serve this population.

The Veteran Administration's Compensated Work Therapy (CWT) Program is a national vocational program comprised of three unique programs which assist homeless veterans in returning to competitive employment: Sheltered Workshop, Transitional Work, and Supported Employment. Veterans in CWT are paid at least the federal or state minimum wage, whichever is higher.

List and describe services and facilities that meet the needs of homeless persons, particularly chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth. If the services and facilities are listed on screen SP-40 Institutional Delivery Structure or screen MA-35 Special Needs Facilities and Services, describe how these facilities and services specifically address the needs of these populations.

The services and facilities include the following:

Supportive Services for Veteran Families (SSVF) promotes housing stability to homeless or at-risk-of-becoming homeless Veterans and their families. The goal of the SSVF program is to provide clients with the skills necessary to maintain long term, independent living. SSVF is a short-term crisis intervention program, with services to include case management, housing and financial counseling, and assistance in obtaining benefits and services. For individual Veterans and those with dependents.

SSVF is operated by Volunteers of America, is located in West Covina (1760 W Cameron Avenue, 91790).

The East San Gabriel Valley Coalition for the Homeless operates a Winter Shelter Program that opens on December 1st and operates continuously until March 15th. The Coalition contacts and arranges for the different church sites for a two-week stay and transports the clients to each site. It coordinates the thousands of volunteers who provide food, clothing, hygiene kits, soap, and towels for the showers and other supplies.

Located in West Covina is the YWCA/WINGS 32-bed emergency and transitional shelter for battered women and children. Additional services include support groups, individual assistance and help to families to access longer term transitional housing. WINGS refer to Women in Need of Growing Strong.

MA-35 Special Needs Facilities and Services – 91.210(d)

Introduction

A variety of services and facilities targeting persons with special needs are available in West Covina.

Including the elderly, frail elderly, persons with disabilities (mental, physical, developmental), persons with alcohol or other drug addictions, persons with HIV/AIDS and their families, public housing residents and any other categories the jurisdiction may specify, and describe their supportive housing needs

Elderly/Frail Elderly: The Los Angeles County Area Agency on Agency's primary function is to administer Older American's Act and Older Californians Act programs, along with maximizing independence for all older and disabled adults. Over the next four years (2020-2024), the AAA will use a combination of direct and predominantly contracted services to meet the needs of seniors, caregivers and disabled adults in the areas of information and assistance, and supportive services; nutrition; health promotion; caregiver services; Ombudsman services; and other services such as Linkages. Additionally, the AAA plans to explore funding options for transportation services for older and disabled adults; collaborate with its partners to address the housing issues for low income and homeless seniors and veterans and continue to advocate for increase funding for multiple other programs that are administered.

The West Covina Senior Citizens Center is located at 2501 East Cortez Street. The Senior Citizens Center offers an award-winning Lunch Program as well as a host of recreational activities and trips, sports programming, support groups, volunteer opportunities, and many other programs for seniors.

Five Skilled Nursing Facilities (SNF) with a combined capacity of 331 beds are located in West Covina. A SNF is a nursing facility with the staff and equipment to provide a level of care that includes services that can only be performed safely and correctly by either a registered nurse or a licensed vocational nurse.

The City has 19 licensed residential care facilities for the elderly with a combined capacity of 396 beds. A Residential Care Facility for the Elderly is a residential home for seniors aged 60 and over who require or prefer assistance with care and supervision. Residential Care Facilities for the Elderly may also be known as assisted living facilities, retirement homes and board and care homes.

There are no Continuing Care Retirement Communities (CCRCs) located in West Covina. The CCRCs closest to West Covina are located in Covina (Masonic Homes for Adults); Duarte (Royal Oaks and Westminster Gardens); Alhambra (Atherton Baptist Homes and Marguerite Gardens); La Verne (Brethren Hillcrest Homes); Pomona (Mount San Antonia Gardens) and Sierra Madre (The British Home in California, LTD).

Persons with Disabilities: Persons with disabilities (PWD) often have limited incomes, but extensive needs for a variety of services. Furthermore, as 82% of the City's rental housing stock was constructed

prior to 1990 (before the passage of the American with Disabilities Act), accessible housing is also very limited in supply.

Located in West Covina are 39 adult residential facilities with a combined capacity of 213 beds. There is one other facility with a license pending and a capacity of six beds. An Adult Residential Facility is a residential home for adults ages 18 through 59 with mental health care needs or who have physical or developmental disabilities and require or prefer assistance with care and supervision.

Also located in West Covina are 12 intermediate care facilities for developmentally disabled persons. The combined capacity of these 12 facilities is 72 beds. An Intermediate Care Facility/Developmentally Disabled is a facility that provides 24-hour personal care, habilitation, developmental, and supportive health services for persons with developmental disabilities whose primary need is for developmental services and who have a recurring but intermittent need for skilled nursing services.

Persons with Alcohol/Drug Addiction: Sober living homes provide a safe, supportive place to live while recovering from alcohol and drug addiction. A stable home and drug-free living environment is important for recovery. Five sober living homes are located in West Covina.

Persons with HIV/AIDS and their families: Stable, affordable housing offers the best opportunity for persons living with HIV/AIDS to access drug therapies and treatments and supportive services that will enhance the quality of life for themselves and their families. When people are housed, they can access and adhere to drug treatments and therapies and require fewer hospitalizations and less emergency room care.

PLWH in Los Angeles County benefit from the many resources available to them through the Ryan White Treatment Extension Act of 2009 (Parts A, A-MAI, B, C, D, and F), as well as a broad range of medical and supportive services available outside of the Ryan White system. The Ryan White Program nationally is administered by the Health Resources and Services Administration (HRSA) HIV/AIDS Bureau (HAB). Ryan White services are an essential safety net for low-income PLWH in LAC. They comprise a major share of the full complement of care and treatment services within LAC's Continuum of HIV Services.

Public Housing Residents: Public housing units are not located in West Covina.

Describe programs for ensuring that persons returning from mental and physical health institutions receive appropriate supportive housing

The City of West Covina does not receive funding from the Federal sources that require the implementation of supportive housing programs for persons returning from mental and physical health institutions.

Los Angeles County Department of Mental Health (DMH) regulations require the discharge planning process for Acute Care Hospitals, State Mental Hospitals, and Institutions for Mental Disease programs

must address all the individual needs of homeless clients at treatment initiation. Housing resources on discharge include: independent living with rental assistance, family reunification, living with roommates, PSH, and nursing homes.

California law requires hospitals/regional hospital associations to have protocols for homeless patients. The Hospital Association of Southern California, National Health Foundation, and Illumination Foundation's Recuperative Care Program must provide post-hospital healthcare services to homeless patients moving from acute care. Services include housing location assistance, residential medical and social support.

Los Angeles County Department of Health Services (DHS) regulations require health care facilities to provide appropriate housing location and supportive services to avoid discharge into homelessness. Programs include: the Recuperative Care Program, nursing facilities, board and care, family reunification, permanent supportive housing (PSH), and affordable housing. DHS also funds 24/7 ES medical services where Case Managers work with patients to obtain housing, services, and benefits.

Specify the activities that the jurisdiction plans to undertake during the next year to address the housing and supportive services needs identified in accordance with 91.215(e) with respect to persons who are not homeless but have other special needs. Link to one-year goals. 91.315(e)

Support services for the elderly, frail elderly and victims of domestic violence include:

- **YWCA of San Gabriel Valley - Senior Citizens Assistance Program (SCAP):** The goal of the YWCA SCAP (Case Management and Information & Referral/Assistance Services) is to connect seniors with a broad array of services that enable them to remain in their homes for as long as possible. These services include but are not limited to: Access to services such as transportation, case management, information and assistance; and in-home services such as personal care, chore, and homemaker assistance; Community services such as legal services, mental health services, and adult day care; Community education and related programming that help to coordinate and integrate services for seniors such as health screening, exercise/health programs, etc. BSW Case Managers will provide 8 hours of on-site service at the West Covina Senior Center and an average of 7 hours services off-site in clients' homes. The YWCA San Gabriel Valley Senior Services' model of providing effective Case Management and Information and Referral/Assistance (I & RIA) Services is based on the concept of linking clients to a culturally competent, locally accessible and cost-effective integrated continuum of supportive services. In addition, our agency has proven its ability to respond in a timely manner to client's requests for service, and within several hours if the request is urgent.
- **Senior Meals Program - City of West Covina:** The Senior Meals Program is a congregate setting at the West Covina Senior Center. Meals served under the program must provide at least 1/3 of the recommended dietary allowances. In practice, the Senior Meals Program's participants are receiving an estimated 40-50% of required nutrients from the meals provided by the program.

- **Domestic Violence Advocate – West Covina Police Department:** The City's Victim Advocate is partially funded from CDBG, and is responsible for all domestic violence cases that occur in West Covina, as well as some other crimes involving children and domestic situations. The Victim Advocate guides domestic violence victims through the criminal justice and social networks. An independent evaluation conducted by Cal State Los Angeles validated the program's work. The Advocate serves as the liaison to County Adult Protective Services, the Domestic Violence Council, and other agencies and services networks.

For entitlement/consortia grantees: Specify the activities that the jurisdiction plans to undertake during the next year to address the housing and supportive services needs identified in accordance with 91.215(e) with respect to persons who are not homeless but have other special needs. Link to one-year goals. (91.220(2))

Support services for the elderly, frail elderly and victims of domestic violence include:

- **YWCA of San Gabriel Valley - Senior Citizens Assistance Program (SCAP):** The goal of the YWCA SCAP (Case Management and Information & Referral/Assistance Services) is to connect seniors with a broad array of services that enable them to remain in their homes for as long as possible. These services include but are not limited to: Access to services such as transportation, case management, information and assistance; and in-home services such as personal care, chore, and homemaker assistance; Community services such as legal services, mental health services, and adult day care; Community education and related programming that help to coordinate and integrate services for seniors such as health screening, exercise/health programs, etc. BSW Case Managers will provide 8 hours of on-site service at the West Covina Senior Center and an average of 7 hours services off-site in clients' homes. The YWCA San Gabriel Valley Senior Services' model of providing effective Case Management and Information and Referral/Assistance (I & RIA) Services is based on the concept of linking clients to a culturally competent, locally accessible and cost-effective integrated continuum of supportive services. In addition, our agency has proven its ability to respond in a timely manner to client's requests for service, and within several hours if the request is urgent.
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MA-40 Barriers to Affordable Housing – 91.210(e)

Negative Effects of Public Policies on Affordable Housing and Residential Investment

One component of the State mandated housing element is an analysis of “governmental constraints,” a term that has the same meaning as the Consolidated Plan “barriers to affordable housing.” More specifically, Government Code Section 65583(a) requires that a housing element include: “An analysis of potential and actual governmental constraints upon the maintenance, improvement, or development of housing for all income levels...including land use controls, building codes and their enforcement, site improvements, fees and other exactions required of developers, and local processing and permit procedures....” A summary of barriers to affordable housing is presented in the following paragraphs.

The City’s Land Use Element and Zoning Ordinance establish seven residential categories and a mixed use category. These categories permit a variety of housing types and allow several ranges of residential densities. The Mixed Use Zone permits housing in the range of 20 to 75 dwelling units per acre.

The City has adopted the 2013 Edition of the California Building Code, which is the standard code adopted by municipal governments.

The City’s 2014-2021 Housing Element, which was approved by the State Department of Housing and Community Development, found no major constraints/barriers regarding site improvements. West Covina is a built out community and the necessary public infrastructure is in place.

With regard to development standards, two potential constraints/barriers were identified – parking requirements and housing unit sizes. These potential constraints are mitigated by implementing reduced parking for senior and affordable housing development and by permitting modified housing unit sizes.

Fees also were noted as a possible constraint/barrier by the 2014-2021 Housing Element. The potential constraint/barrier is mitigated by fee exemptions and reductions for second dwelling units, affordable housing and senior housing.

No constraint/barrier was found in regard to permit processing procedures or timelines.

MA-45 Non-Housing Community Development Assets – 91.215 (f)

Introduction

The discussion of non-housing community development assets involve an analysis of the following tables:

- Table 40 – Business Activity
- Table 41 – Labor Force
- Table 42 – Occupations by Sector
- Table 43 – Travel Time
- Table 44 – Educational Attainment by Employment Status
- Table 45 – Education Attainment by Age
- Table 46 – Median Earnings in the Past 12 Months

Economic Development Market Analysis

Business Activity

Business by Sector	Number of Workers	Number of Jobs	Share of Workers %	Share of Jobs %	Jobs less workers %
Agriculture, Mining, Oil & Gas Extraction	382	8	1	0	-1
Arts, Entertainment, Accommodations	4,935	4,309	13	19	6
Construction	1,680	464	5	2	-3
Education and Health Care Services	8,222	7,522	22	32	10
Finance, Insurance, and Real Estate	2,351	1,192	6	5	-1
Information	988	726	3	3	0
Manufacturing	4,129	399	11	2	-9
Other Services	1,353	525	4	2	-2
Professional, Scientific, Management Services	3,071	982	8	4	-4
Public Administration	0	0	0	0	0

Business by Sector	Number of Workers	Number of Jobs	Share of Workers %	Share of Jobs %	Jobs less workers %
Retail Trade	5,097	6,448	14	28	14
Transportation and Warehousing	1,675	199	4	1	-3
Wholesale Trade	3,346	477	9	2	-7
Total	37,229	23,251	--	--	--

Table 40 - Business Activity

Data Source: 2011-2015 ACS (Workers), 2015 Longitudinal Employer-Household Dynamics (Jobs)

Labor Force

Total Population in the Civilian Labor Force	55,965
Civilian Employed Population 16 years and over	49,320
Unemployment Rate	11.86
Unemployment Rate for Ages 16-24	31.38
Unemployment Rate for Ages 25-65	7.69

Table 41 - Labor Force

Data Source: 2011-2015 ACS

Occupations by Sector	Number of People
Management, business and financial	10,970
Farming, fisheries and forestry occupations	2,770
Service	5,140
Sales and office	14,435
Construction, extraction, maintenance and repair	3,695
Production, transportation and material moving	2,545

Table 42 – Occupations by Sector

Data Source: 2011-2015 ACS

Travel Time

Travel Time	Number	Percentage
< 30 Minutes	20,535	45%
30-59 Minutes	17,040	37%
60 or More Minutes	8,520	18%
Total	46,095	100%

Table 43 - Travel Time

Data Source: 2011-2015 ACS

Education:

Educational Attainment by Employment Status (Population 16 and Older)

Educational Attainment	In Labor Force		Not in Labor Force
	Civilian Employed	Unemployed	
Less than high school graduate	4,840	820	2,730

Educational Attainment	In Labor Force		Not in Labor Force
	Civilian Employed	Unemployed	
High school graduate (includes equivalency)	9,750	1,210	3,085
Some college or Associate's degree	14,380	1,575	3,465
Bachelor's degree or higher	13,100	830	1,825

Table 44 - Educational Attainment by Employment Status

Data Source: 2011-2015 ACS

Educational Attainment by Age

	Age				
	18–24 yrs	25–34 yrs	35–44 yrs	45–65 yrs	65+ yrs
Less than 9th grade	105	320	625	2,335	2,620
9th to 12th grade, no diploma	815	1,185	1,195	2,735	1,175
High school graduate, GED, or alternative	3,510	3,625	3,910	6,520	3,620
Some college, no degree	5,135	4,205	3,035	6,880	2,720
Associate's degree	475	1,380	1,415	2,510	965
Bachelor's degree	970	3,530	2,875	5,590	2,420
Graduate or professional degree	45	1,155	965	1,675	905

Table 45 - Educational Attainment by Age

Data Source: 2011-2015 ACS

Educational Attainment – Median Earnings in the Past 12 Months

Educational Attainment	Median Earnings in the Past 12 Months
Less than high school graduate	22,219
High school graduate (includes equivalency)	28,645
Some college or Associate's degree	37,231
Bachelor's degree	47,473
Graduate or professional degree	59,742

Table 46 – Median Earnings in the Past 12 Months

Data Source: 2011-2015 ACS

Based on the Business Activity table above, what are the major employment sectors within your jurisdiction?

West Covina has fewer jobs (23,251) located within the city limits than workers (37,229) (Table 40). The City is predominately residential and, thus, workers would be expected to commute outside the city

limits. The business sectors offering the most jobs within West Covina include education and health care services, 7,522; retail trade, 6,448; and arts, entertainment, accommodations, 4,309.

Most residents are employed in the following business sectors: education and health care services 8,222; retail trade, 5,097; arts, entertainment and accommodations, 4,935; and manufacturing, 4,129.

Describe the workforce and infrastructure needs of the business community:

The City Council initiated the General Plan Update in 2014; the City held various focus meetings, speaker series, a week-long charrette, and community meetings to get community input and feedback. The General Plan, Housing Element Revision, EIR, Downtown Plan & Code were adopted by the City Council on December 20, 2016.

The City's General Plan Update process identified several business infrastructure needs. Among the business infrastructure needs identified by this process were: need to invest in infrastructure and enhance the public realm to retain and attract businesses; need to encourage and support the formation of a Business Improvement District (BID); need to provide incentives to businesses such as grants and low-cost loans so they can strengthen their opportunity for success; and overall need for a multi-faceted program to strengthen and grow local businesses.

Describe any major changes that may have an economic impact, such as planned local or regional public or private sector investments or initiatives that have affected or may affect job and business growth opportunities during the planning period. Describe any needs for workforce development, business support or infrastructure these changes may create.

West Covina is an essentially built out community. The City Council initiated the General Plan Update in 2014; the City held various focus meetings, speaker series, a week-long charrette, and community meetings to get community input and feedback. The General Plan, Housing Element Revision, EIR, Downtown Plan & Code were adopted by the City Council on December 20, 2016 to guide future development.

An Action to come out of the General Plan process is Explore health/medical campus opportunities. Medical-related jobs tend to be higher-paying and the medical industry is expected to be a growing field as the US population continues to age. An additional health/medical campus could support quality employment for residents, but may also be an additional amenity for residents seeking medical care. Emanate Health (formerly Citrus Health Partners) Queen of the Valley Hospital is planning a major expansion that will result increase the hospital's square footage by almost 50%. The first phas of construction is slated for 2020-2022. The second phase is to occur from 2022-2026. Besides increased medical services, the expansion will results in many new jobs.

How do the skills and education of the current workforce correspond to employment opportunities in the jurisdiction?

Jobs located within West Covina match fairly well with the skills and education of the local workforce. Business sectors offering jobs that may not require a high school graduation include retail trade, accommodation and food services, other services, manufacturing, and warehousing. Workers with less than a high school education would benefit from training so they could compete for better paying jobs. The median annual income earnings of workers with less than a high school education are less than \$22,219 versus those with a Bachelor's degree at \$47,473 (Table 46).

West Covina's employment base as of 2015 is topped by Education, healthcare and professional services, which are expected to have above-average growth. Capturing one or more major employers in these sectors could not only improve the City's economic strength and provide high-quality jobs for residents, but could also anchor one of many key currently underutilized sites in West Covina's downtown, and support the City's fiscal health. Retail trade, is also strong, but is projected by the Southern California Association of Governments (SCAG) to have relatively slow growth over through 2025.

Describe any current workforce training initiatives, including those supported by Workforce Investment Boards, community colleges and other organizations. Describe how these efforts will support the jurisdiction's Consolidated Plan.

Economic development is a priority for the use of CDBG funds. There are workforce training resources located in West Covina. For instance, the East San Gabriel Valley Regional Occupational Program and Technical Center is located at 1501 Del Norte Street, West Covina.

An ROP is a public education service that provides practical, hands-on career preparation and career guidance. East San Gabriel Valley ROP/TC is one of 72 ROPs in the state of California. The ROP is designed to provide high school and adult students with the technical skills required for particular jobs. Community-based internships, in local business and industry sites, are offered in many classes. Every course offers a unit on employment-seeking skills, which includes the job application, resume, and interview preparation.

Does your jurisdiction participate in a Comprehensive Economic Development Strategy (CEDS)?

No

If so, what economic development initiatives are you undertaking that may be coordinated with the Consolidated Plan? If not, describe other local/regional plans or initiatives that impact economic growth.

The City of West Covina has not independently prepared a CEDS.

Discussion

Refer to the analysis in the preceding paragraphs.

MA-50 Needs and Market Analysis Discussion

Are there areas where households with multiple housing problems are concentrated? (include a definition of "concentration")

Housing problems impacting low and moderate income households such as cost burden and crowding are not geographically concentrated. Overall, about 45% of West Covina's population have low/moderate incomes (<80% AMI) (Table 6). In 55 of the City's 77 block groups the low/mod population comprises less than 50% of the population. Consequently, the geographic distribution of housing problems is not concentrated and would follow a dispersal pattern similar to that of the low and moderate income population as a whole.

Are there any areas in the jurisdiction where racial or ethnic minorities or low-income families are concentrated? (include a definition of "concentration")

The ConPlan regulations state that the City must identify and describe any areas within West Covina "with concentrations of racial/ethnic minorities...stating how it defines...area of minority concentration. The locations and degree of these concentrations must be identified, either in a narrative or on one or more maps." (CFR 91.210)

The non-minority population is White, Non-Hispanic or Latino. Minority individuals are Hispanic or Latino, American Indian or Alaska Native, Asian, Black or African American, Native Hawaiian or Other Pacific Islander, multiracial minority (two or more races, at least one of which is a minority race).

The 2019 ACS 5-Year Estimate indicates that 64.6% of the City's population belongs to a "minority" group – that is, all of the population who did not identify themselves as a White Alone, not Hispanic:

- | | |
|----------------------------------|-------|
| • Hispanic or Latino of any race | 53.0% |
| • Other minority populations | 11.6% |
| • White alone, not Hispanic | 35.4% |

For a census tract to be identified as an area of concentration, the tract minority percentage should exceed the City's percentage. The ConPlan regulations do not establish a criterion, but instead allow cities to establish their own standard. The one standard that the regulations do explicitly establish pertains to "disproportionate housing needs" and state a standard of 10% above the average community housing needs. As the City's minority population equals 64.6% of the total population, the City has defined an area of minority concentration as a census tract having 75% or more of its population belonging to the "Hispanic or Latino, of any race" and "Other Minority Populations" groups. Under this definition only no census tract is considered having a minority "concentration."

The Consolidated Plan regulations also require the City to: "...identify and describe any areas within the jurisdiction with concentrations of low-income families, stating how it defines ... 'area of low-income

concentration’ for this purpose. The locations and degree of these concentrations must be described, either in a narrative or on one or more maps.” (91.210(a)). For purposes of the ConPlan, areas of low-income concentration are entire census tracts (CT) or block groups (BG) having a majority (50%+) of its population with low/mod incomes. The list below identifies the areas of low income concentration, based on FY 2020 ACS 5-Year 2011-2015 Summary Data:

- CT 4053.01 BG 1: 66.22%; BG 2: 55.94%
- CT 4053.02 BG 2: 90.00%
- CT 4055.00 BG 2: 59.40%; BG 3: 64.16%
- CT 4062.00 BG 1: 60.93%; BG 2: 89.83%; BG 3: 59.45%
- CT 4065.00 BG 5: 74.05%
- CT 4066.02 BG 2: 59.76%; BG 4: 69.01%
- CT 4067.01 BG 1: 54.67%; BG 3: 52.08%
- CT 4067.02 BG 1: 72.76%; BG 2: 57.25%; BG 3: 56.10%
- CT 4068.00 BG 1: 56.36%; BG 3: 64.76%
- CT 4080.04 BG 1: 55.07%
- CT 4081.33 BG 2: 80.19%
- CT 4081.37 BG 2: 58.42%
- CT 4081.41 BG 1: 68.45%

What are the characteristics of the market in these areas/neighborhoods?

Housing problems – cost burden, crowding, quality – occur throughout West Covina’s census tracts. There is a strong demand for housing as sales prices and rents have stabilized or increased. Additionally, according to January 1, 2020 Department of Finance estimates, West Covina has a vacancy rate of only 4.5%.

Are there any community assets in these areas/neighborhoods?

There are community assets located in the City’s area benefit neighborhoods – that is, those census tract block groups with a low and moderate income percentage of 51% or more. These community assets include neighborhood parks, public schools, bus stops, libraries, Senior Citizen Center and pre-school and day care programs.

Are there other strategic opportunities in any of these areas?

The CDBG Neighborhood Improvement Program endeavors to enhance the community assets through capital projects. The Public Services Department coordinates with neighborhoods to identify improvements to existing assets such as local parks. The Engineering Division of the Community Development Department conducts field inspections and logs identify needed improvements to streets;

curbs, gutters and sidewalks; and street lights. The neighborhood residents have a key role in identifying opportunities for improvements in their neighborhoods.

MA-60 Broadband Needs of Housing occupied by Low- and Moderate-Income Households - 91.210(a)(4), 91.310(a)(2)

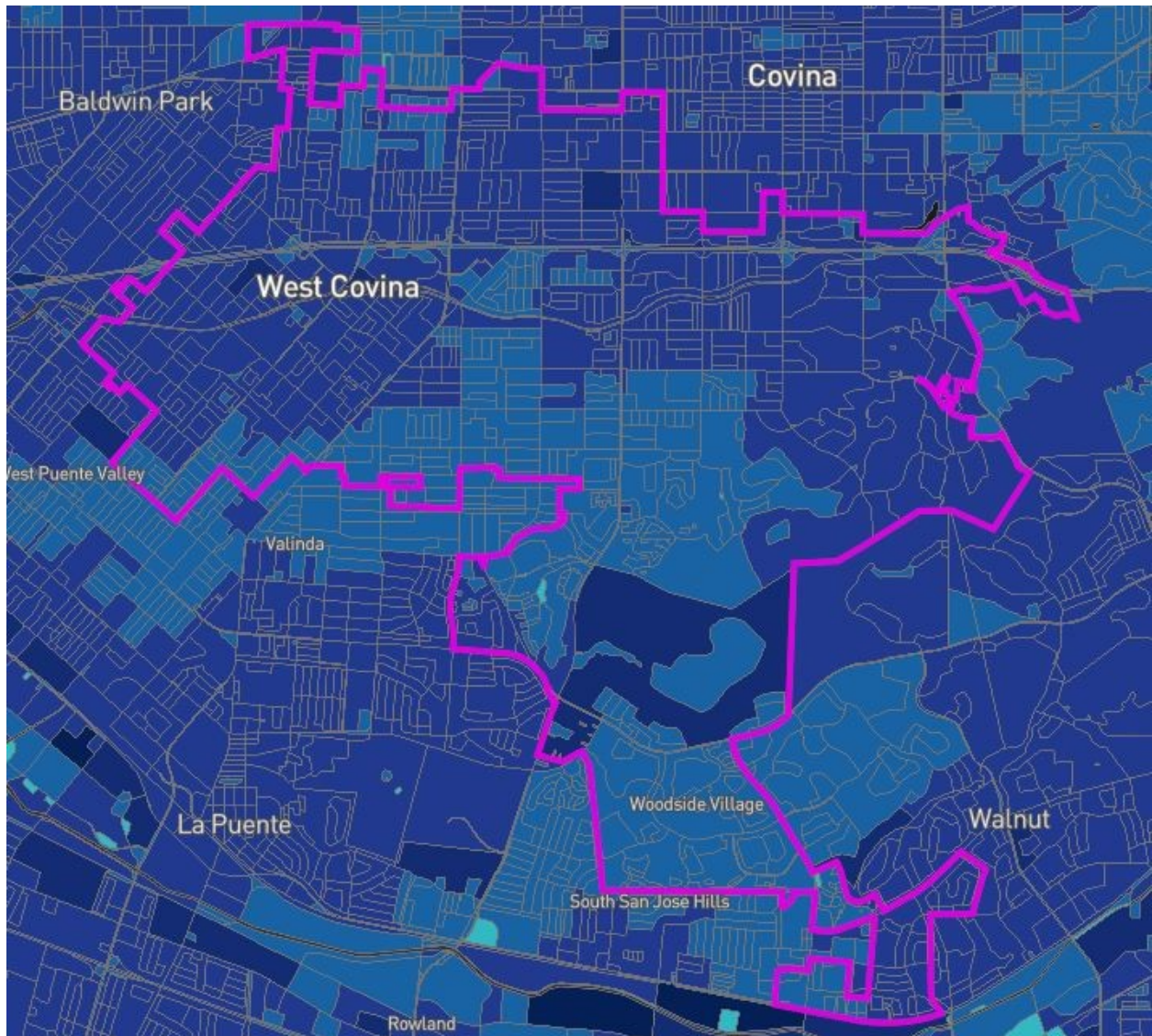
Describe the need for broadband wiring and connections for households, including low- and moderate-income households and neighborhoods.

According to the 2019 ACS 1-Year Estimates, in regard to homes having a broadband subscription: 94.6% of homes with a household income of \$75,000 or more; 84.8% of homes with a household income of \$20,000 to \$74,999; and 61% of homes with a household income of less than \$20,000 have broadband subscriptions.

Fixed Broadband Deployment maps provided by the Federal Communications Commission (FCC) at <https://broadbandmap.fcc.gov/#/> show the number of fixed broadband residential providers.

Describe the need for increased competition by having more than one broadband Internet service provider serve the jurisdiction.

According to www.highspeedinternet.com, West Covina is served by six broadband providers for residential services, including 2 offering fiber connections, 2 offering satellite, and 2 offering cable.



FCC Map

West Covina, CA

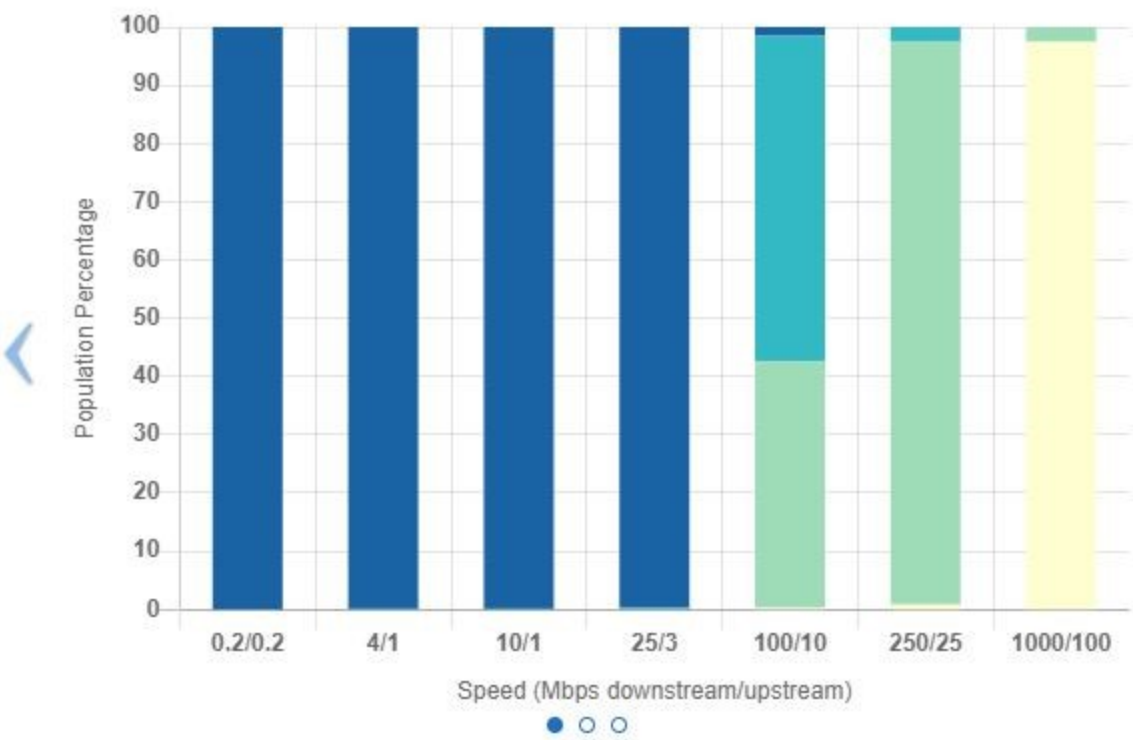


Number of Fixed Residential Broadband Providers



Broadband

Technology ADSL, Cable, Fiber, Fixed Wireless, Satellite, Other
Speed ≥ 25/3 Mbps
Date Dec. 2019 (latest public release)



FCC Map Legend

MA-65 Hazard Mitigation - 91.210(a)(5), 91.310(a)(3)

Describe the jurisdiction's increased natural hazard risks associated with climate change.

The City's Natural Hazard Mitigation Plan details natural hazard risks for the City. While there is no section devoted to climate change by itself, potentially related risks are addressed. Typically, cities have increased risks associated with climate change when it comes to hazards such as flooding, storm surge, wildfires, and general storms. The City's Local Hazard Mitigation Plan identifies five potential hazard risks to the City 1) earthquake, 2) earth movement, 3) flood, (4) wildfire, and 5) windstorm. The City's Natural Hazard Mitigation Plan is available at <https://www.westcovina.org/departments/fire/disaster-preparedness/natural-hazard-mitigation-plan>.

Describe the vulnerability to these risks of housing occupied by low- and moderate-income households based on an analysis of data, findings, and methods.

There is no outsized risk to LMI households for the City. The Local Hazard Mitigation Plan: shows the projected vulnerable areas for each hazard risk for the City (earthquake, earth movement, flood, wildfire, and windstorm). The data and analysis show that for three out of the five, the projected vulnerable areas are actually the entirety of the City. West Covina is not located in a hazardous wind zone or special wind region. However, the City does experience Santa Ana conditions and the resulting high winds during this dry period. Events with a moderate probability (1 in 100 years), including earthquakes and flooding, are also projected to affect the entire City area. Therefore, for these three hazard risks, the risk is shared by all areas, including LMI concentrated areas and non- LMI concentrated areas.

Strategic Plan

SP-05 Overview

Strategic Plan Overview

The Strategic Plan is the centerpiece of the Consolidated Plan. The Plan describes:

- General Priority Needs
- Influence of Market Conditions
- Anticipated Resources
- Institutional Delivery System
- Goals Summary
- Public Housing Accessibility and Involvement
- Barriers to Affordable Housing
- Homeless Strategy
- Lead Based Paint Hazards
- Anti-Poverty Strategy
- Monitoring

SP-10 Geographic Priorities – 91.215 (a)(1)

Geographic Area

Table 47 - Geographic Priority Areas

1	Area Name:	Area Benefit Neighborhoods
	Area Type:	Other
	Other Target Area Description:	Other
	HUD Approval Date:	
	% of Low/ Mod:	
	Revital Type:	
	Other Revital Description:	
	Identify the neighborhood boundaries for this target area.	
	Include specific housing and commercial characteristics of this target area.	
	How did your consultation and citizen participation process help you to identify this neighborhood as a target area?	
	Identify the needs in this target area.	
	What are the opportunities for improvement in this target area?	
	Are there barriers to improvement in this target area?	
2	Area Name:	City-Wide
	Area Type:	City-Wide
	Other Target Area Description:	City-Wide
	HUD Approval Date:	
	% of Low/ Mod:	
	Revital Type:	
	Other Revital Description:	
	Identify the neighborhood boundaries for this target area.	
	Include specific housing and commercial characteristics of this target area.	
	How did your consultation and citizen participation process help you to identify this neighborhood as a target area?	
	Identify the needs in this target area.	

	What are the opportunities for improvement in this target area?	
	Are there barriers to improvement in this target area?	

General Allocation Priorities

Describe the basis for allocating investments geographically within the jurisdiction (or within the EMSA for HOPWA)

Certain CDBG-funded activities such as public improvements must take place in area benefit neighborhoods. Other CDBG-funded activities such as public services are based on income eligibility and occur on a city-wide basis.

The basis for allocating investments reflects the results of input from the following:

- City Council Pre-development Public Hearing held on March 17, 2020
- Results of the Housing and Community Development Survey
- Public Consultation
- Applications received for funding of public service projects
- City Departments – Public Services, Planning, Community Development, Engineering, and Police
- Housing market conditions and influences
- 2014-2021 Housing Element of the General Plan
- Los Angeles Homeless Services Authority Policy Priorities
- Citizen comments on Draft Consolidated Plan
- City Council public hearing on the Draft Consolidated Plan

SP-25 Priority Needs - 91.215(a)(2)

Priority Needs

Table 48 – Priority Needs Summary

1	Priority Need Name	Improve/upgrade public facilities & infrastructure
	Priority Level	High
	Population	Extremely Low Low Moderate Persons with Physical Disabilities
	Geographic Areas Affected	Other
	Associated Goals	Improve/upgrade public infrastructure & facilities
	Description	The City will complete improvements and upgrades to public infrastructure facilities.
	Basis for Relative Priority	Non-housing community development survey showed a high need for public facility and infrastructure improvements.
2	Priority Need Name	Public Service Programs
	Priority Level	High
	Population	Extremely Low Low Moderate Elderly Individuals Persons with HIV/AIDS Victims of Domestic Violence Elderly Frail Elderly Persons with Mental Disabilities Victims of Domestic Violence
	Geographic Areas Affected	

	Associated Goals	Improve the well-being of low income persons
	Description	The City will provide financial support to the public service projects addressing the needs of low income persons, seniors, homeless, and non-homeless special needs populations.
	Basis for Relative Priority	Public participation demonstrated a high need for public services.
3	Priority Need Name	Economic Development
	Priority Level	High
	Population	Extremely Low Low Moderate
	Geographic Areas Affected	City-Wide
	Associated Goals	Encourage economic development
	Description	The City will implement a Business Assistance Program, through which loans will be made to businesses and jobs will be created as a result. The City will continue to fund activities that contribute to the success of local businesses.
	Basis for Relative Priority	Non-housing community development survey showed a high need for economic development services.
4	Priority Need Name	Eliminate housing discrimination
	Priority Level	High

	Population	Extremely Low Moderate Large Families Families with Children Elderly Elderly Frail Elderly Persons with Mental Disabilities Persons with Physical Disabilities Persons with Developmental Disabilities Persons with HIV/AIDS and their Families Victims of Domestic Violence
	Geographic Areas Affected	City-Wide
	Associated Goals	Achieve fair housing for all
	Description	The City will continue to fund a fair housing provider that will investigate housing discrimination complaints and tenant/landlord issues.
	Basis for Relative Priority	Identified as priority need by Analysis of Impediments to Fair Housing Choice.
5	Priority Need Name	Effective grant administration
	Priority Level	High
	Population	Extremely Low Low Moderate Large Families Families with Children Elderly Elderly Frail Elderly Persons with Mental Disabilities Persons with Physical Disabilities Persons with Developmental Disabilities Persons with Alcohol or Other Addictions Non-housing Community Development

	Geographic Areas Affected	
	Associated Goals	Effective grant administration
	Description	Grant administration includes monitoring, Action Plan, CAPER, etc.
	Basis for Relative Priority	Need to comply with CDBG rules and regulations.
6	Priority Need Name	Improve the owner occupied housing stock
	Priority Level	High
	Population	Extremely Low Low Moderate
	Geographic Areas Affected	City-Wide
	Associated Goals	Improve owner-occupied housing stock
	Description	Housing Preservation loans will be offered to low and moderate income homeowners.
	Basis for Relative Priority	Housing needs assessment indicates there is a need to rehabilitate the existing housing stock.

Narrative (Optional)

In establishing five-year priorities for assistance, the City has considered input from various sources including: the Housing and Community Development Needs Survey, demographic and empirical data analysis, interviews with staff and service providers, and direct input by residents and stakeholders during public hearings. Priority needs for the expenditure of CDBG funds have been assigned according to the following ranking:

- **High Priority:** Activities to address this need will be funded by the City using CDBG funds during the five-year period.

SP-30 Influence of Market Conditions – 91.215 (b)

Influence of Market Conditions

Affordable Housing Type	Market Characteristics that will influence the use of funds available for housing type
Tenant Based Rental Assistance (TBRA)	Monthly rents are generally lower than the Fair Market Rents (FMRS). However, rental assistance through monthly subsidies is expensive. The City does not receive HOME funds. Instead, the City will rely on the rental assistance provided by the County of Los Angeles Housing Authority and Baldwin Park Housing Authority.
TBRA for Non-Homeless Special Needs	TBRA for special populations also will not be funded for the reasons mentioned above. The gap between 30% of income and market rents is too large and, if the City chose to provide TBRA with monies from the General Fund, other pressing needs such as improving the quality of existing housing would become neglected.
New Unit Production	The production of new affordable housing is constrained by limited land availability, the high cost of residential land, and high development costs. Consequently, funds other than CDBG are needed to facilitate new unit production. The City will continue to explore opportunities with non-profit and private developers of affordable housing.
Rehabilitation	The City's 2014-2021 Housing Element recommends that the City implement a housing rehabilitation program if funds become available. In addition, some of the older housing stock is in need of minor, modest and major repairs. Because of this market condition and homeowner acceptance, the City will allocate CDBG funds to implement a housing rehabilitation program (unspent balance in the line of credit).
Acquisition, including preservation	There are no units deemed to be at risk of conversion to market rate housing within the next 10 years. There are several rent-restricted apartments with 99-year covenants or no expiration at all. The City does not have funds to acquire and rehabilitate existing rental housing.

Table 49 – Influence of Market Conditions

SP-35 Anticipated Resources - 91.215(a)(4), 91.220(c)(1,2)

Introduction

Anticipated resources include CDBG funds. The City anticipates available CDBG resources in the amount of \$5,120,858 during the five-year period of the Consolidated Plan. The City anticipates receiving CDBG funds in the amount of \$905,301 in PY 2020-2021: an entitlement grant in the amount of \$805,301 and \$100,000 in Program Income. At the end of FY 2019-2020, the City had an unobligated balance of \$855,557 in CDBG funds. The City estimates in Years 2-5, that it will receive \$800,000 in Entitlement funds and \$40,000 in Program Income on an annual basis.

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	805,301	100,000	855,557	1,760,858	3,360,000	The estimated amount of CDBG funds over the 5-year ConPlan period is \$5,120,858. This assumes an annual allocations of \$800,000 and Program Income of \$40,000 in Program Years 2-5 estimated. In addition to prior year resources, the City carried over previously obligated activities and their unexpended balances: \$100,000 for sliding door replacement at the Senior Center, \$324,831 for Business Assistance loans, and \$105,331 for Housing Preservation Program loans

Table 50 - Anticipated Resources

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

The City and HUD share an interest in leveraging HUD resources to the maximum extent feasible in order to address priority needs and associated goals.

During the 5-year period of the ConPlan the City will seek funds to leverage the Federal CDBG funds. The City's Capital Improvement Program (CIP) may leverage CDBG funds in street rehabilitation projects. State Gas Tax funds also assist with street rehabilitation.

Federal USDA, Older Americans Act, City General Fund, and participant donations augment funding for the CDBG-funded Senior Nutrition Program.

Local funds from Los Angeles County Proposition C, as well as Measure M and Measure R, assist the City in removing architectural barriers, providing Dial-A-Ride service, providing a citywide shuttle service, and performing street rehabilitation and other capital improvements.

Volunteer services and private donations provided additional resources to leverage CDBG funds.

If appropriate, describe publically owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

The City presently has no land that could be used to address the community's needs. However, the City does explore opportunities to partner with non-profits to address unmet housing needs. The Community and Economic Development Department does post on its webpage an Available Property List (APL) for businesses seeking to locate in West Covina.

Discussion

See discussions above.

SP-40 Institutional Delivery Structure – 91.215(k)

Explain the institutional structure through which the jurisdiction will carry out its consolidated plan including private industry, non-profit organizations, and public institutions.

Responsible Entity	Responsible Entity Type	Role	Geographic Area Served
City of West Covina	Government	Non-homeless special needs Planning neighborhood improvements public facilities public services	Jurisdiction
HOUSING AUTHORITY OF THE COUNTY OF LOS ANGELES	PHA	Rental	Other
Housing Authority of the City of Baldwin Park	PHA	Rental	Jurisdiction

Table 51 - Institutional Delivery Structure

Assess of Strengths and Gaps in the Institutional Delivery System

The City staff is experienced in implementing the CDBG funded programs. Additionally, several non-profits have years of experience successfully implementing service programs in the City of West Covina. The City also partners with experienced affordable housing developers to address the community's housing needs. During the Consolidated Plan period, City staff will continue to collaborate and coordinate with County, State and Federal organizations. Among these agencies are: the Los Angeles Homeless Services Authority (LAHSA); Housing Authority of the County of Los Angeles; Baldwin Park Housing Authority and the San Gabriel Valley Council of Governments.

As of recently, homeless prevention, street outreach and supportive services are not provided by the City of West Covina. These services are provided by mainstream agencies such as the County of Los Angeles, LAHSA, YWCA WINGS and the East San Gabriel Valley Coalition. However, through recent grants of Measure H funds through the County of Los Angeles and the San Gabriel Valley Council of Governments, the City has contracted Union Station of Pasadena to provide housing navigation services through a co-located staff member. The navigator conducts assessments, makes referrals to supportive services, and conducts street outreach.

Availability of services targeted to homeless persons and persons with HIV and mainstream services

Homelessness Prevention Services	Available in the Community	Targeted to Homeless	Targeted to People with HIV
Homelessness Prevention Services			
Counseling/Advocacy	X	X	
Legal Assistance	X	X	
Mortgage Assistance	X		
Rental Assistance	X	X	
Utilities Assistance			
Street Outreach Services			
Law Enforcement	X	X	
Mobile Clinics	X	X	
Other Street Outreach Services	X	X	
Supportive Services			
Alcohol & Drug Abuse	X		
Child-care	X		
Education	X	X	
Employment and Employment Training	X	X	
Healthcare	X	X	
HIV/AIDS			X
Life Skills		X	
Mental Health Counseling	X	X	
Transportation	X	X	
Other			

Table 52 - Homeless Prevention Services Summary

Describe how the service delivery system including, but not limited to, the services listed above meet the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth)

As of recently, homeless prevention, street outreach and supportive services are not provided by the City of West Covina. These services are provided by mainstream agencies such as the County of Los Angeles, LAHSA, YWCA WINGS and the East San Gabriel Valley Coalition. However, through recent grants of Measure H funds through the County of Los Angeles and the San Gabriel Valley Council of Governments, the City has contracted Union Station of Pasadena to provide housing navigation services through a co-located staff member. The navigator conducts assessments, makes referrals to supportive services, and conducts street outreach. The City has coordinated with LAHSA regarding homeless counts.

Describe the strengths and gaps of the service delivery system for special needs population and persons experiencing homelessness, including, but not limited to, the services listed above

As of recently, homeless prevention, street outreach and supportive services are not provided by the City of West Covina. These services are provided by mainstream agencies such as the County of Los Angeles, LAHSA, YWCA WINGS and the East San Gabriel Valley Coalition. However, through recent grants of Measure H funds through the County of Los Angeles and the San Gabriel Valley Council of Governments, the City has contracted Union Station of Pasadena to provide housing navigation services through a co-located staff member. The navigator conducts assessments, makes referrals to supportive services, and conducts street outreach. The City also coordinated with the LAHSA in regard to homeless counts and has contributed to the development of sub-regional homeless action plans.

Challenges include the lack of ongoing funding. The grants and contract periods are expire at the end of December 2021. While CDBG-eligible, such services are subject to the public service cap and limited to 15%.

Provide a summary of the strategy for overcoming gaps in the institutional structure and service delivery system for carrying out a strategy to address priority needs

In order to strengthen internal coordination and timeliness of expenditures, the Community Services Department meets monthly with the Engineering and Maintenance Divisions of the City. The purpose of the meetings is to strengthen the delivery of programs and services in neighborhoods so that there are tangible physical and quality of life benefits resulting from the expenditure of CDBG and other funds.

The City also coordinates on a regular basis with the following housing providers:

- County of Los Angeles Housing Authority (Section 8)
- City of Baldwin Park Housing Authority (Section 8)
- Community Development Commission
- Housing Rights Center (Fair Housing)

Coordination with health providers involves the periodic collection of lead-based incident statistics from the County of Los Angeles, Department of Health Services, Childhood Lead Poisoning Prevention Program. In addition, the City will continue to obtain information from the Los Angeles County Department of Health Services, Office of AIDS Programs and Policy.

Coordination with social service agencies is accomplished through the CDBG public service programs. This involves a notice of funding availability, evaluation of applications submitted including needs to be addressed, and monitoring and performance evaluation of funded social service agencies.

In order to strengthen the institutional structure for carrying out its housing and community development plan, the City will strengthen the working relationship by providing input to and coordinating with the County of Los Angeles Housing Authority and Baldwin Park Housing Authority. Efforts to strengthen the institutional structure involve review of the five-year and annual plans of each authority.

The City will continue its coordination efforts with:

- Los Angeles County Homeless Services Authority (LAHSA)
- San Gabriel Valley Council of Governments (SGVCOG)
- San Gabriel Valley Housing and Homeless Services Coordinating Council
- Baldwin Park Housing Authority
- County of Los Angeles Housing Authority
- ESGV Coalition for the Homeless

SP-45 Goals Summary – 91.215(a)(4)

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Improve/upgrade public infrastructure & facilities	2020	2024	Improve/upgrade public facilities and infrastructure	City-Wide Area Benefit Neighborhoods	Improve/upgrade public facilities & infrastructure	CDBG: \$2,955,858	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 18340 Persons Assisted
2	Improve the well-being of low income persons	2020	2024	Non-Homeless Special Needs	City-Wide Area Benefit Neighborhoods	Public Service Programs	CDBG: \$575,000	Public service activities other than Low/Moderate Income Housing Benefit: 30000 Persons Assisted
3	Encourage economic development	2020	2024	Improve economic conditions	City-Wide	Economic Development	CDBG: \$200,000	Businesses assisted: 5 Businesses Assisted
4	Achieve fair housing for all	2020	2024	Eliminate housing discrimination	City-Wide	Eliminate housing discrimination	CDBG: \$50,000	Public service activities other than Low/Moderate Income Housing Benefit: 375 Persons Assisted

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
5	Effective grant administration	2020	2024	Effective grant administration	City-Wide	Effective grant administration	CDBG: \$840,000	Other: 5 Other
6	Improve owner-occupied housing stock	2020	2024	Owner-Occupied Housing	City-Wide	Improve the owner occupied housing stock	CDBG: \$500,000	Homeowner Housing Rehabilitated: 45 Household Housing Unit

Table 53 – Goals Summary

Goal Descriptions

1	Goal Name	Improve/upgrade public infrastructure & facilities
	Goal Description	The City will complete improvements and upgrades to public infrastructure and facilities. According to 2019 ACS 1-year estimates: 6,340 persons with ambulatory difficulty; 12,000 persons in Park District H. Related to proposed accessibility improvement and Friendship Park improvement projects.
2	Goal Name	Improve the well-being of low income persons
	Goal Description	The City will provide financial support to the public service projects addressing the needs of low income persons, seniors, homeless, and non-homeless special needs populations.
3	Goal Name	Encourage economic development
	Goal Description	The City will make loans to businesses that result in the creation/retention of jobs. In addition, the City will fund activities that contribute to the success of local business.
4	Goal Name	Achieve fair housing for all
	Goal Description	The City will continue to fund a fair housing provider that will investigate housing discrimination complaints and tenant/landlord issues.

5	Goal Name	Effective grant administration
	Goal Description	Grant administration includes monitoring, Action Plan, CAPER, etc.
6	Goal Name	Improve owner-occupied housing stock
	Goal Description	The City will make no interest loans of CDBG funds available to eligible homeowners for improvement and rehabilitation of their homes.

Estimate the number of extremely low-income, low-income, and moderate-income families to whom the jurisdiction will provide affordable housing as defined by HOME 91.315(b)(2)

West Covina does not receive HOME funds. Under CFR 92.254, the rehabilitation of housing that is currently owned by a family qualifies as affordable housing if the housing, after rehabilitation, does not exceed 95% of the median purchase price of the area. The City will support the rehabilitation of owner occupied housing with re-programmed CDBG not HOME funds. However, the City will monitor the estimated median sales price of the rehabilitated housing in comparison to the area median sales price.

SP-50 Public Housing Accessibility and Involvement – 91.215(c)

Need to Increase the Number of Accessible Units (if Required by a Section 504 Voluntary Compliance Agreement)

There are no public housing units located in the City of West Covina.

Troubled housing authorities are those which receive a score of 60 points (out of a possible 100) or less pursuant to HUD's Public Housing Assessment (PHAS) Program. The scoring is based on the following four factors:

- Physical condition 40 pts
- Financial condition 25 pts
- Management operations 25 pts
- Capital Fund Program 10 pts
- Total 100 pts

Neither the County of Los Angeles Housing Authority nor the Baldwin Park Housing Authority are designated as troubled under 24 CFR 902.

Activities to Increase Resident Involvements

The Housing Authority of the County of Los Angeles promotes resident involvement through the Resident Councils. The role of a Resident Council is to improve the quality of life and resident satisfaction in self-help initiatives to enable residents to create a positive living environment for individuals and families living in public housing.

The Baldwin Park Housing Authority also involves public housing residents through a Resident Council. The Baldwin Park Housing Authority (BPHA) owns and administers McNeill Manor, a project-based public housing development. West Covina residents can apply for residence at McNeill Manor, which is located in Baldwin Park.

Is the public housing agency designated as troubled under 24 CFR part 902?

No

Plan to remove the 'troubled' designation

Not applicable.

SP-55 Barriers to affordable housing – 91.215(h)

Barriers to Affordable Housing

One component of the State mandated housing element is an analysis of “governmental constraints,” a term that has the same meaning as the Consolidated Plan “barriers to affordable housing.” More specifically, Government Code Section 65583(a) requires that a housing element include: “An analysis of potential and actual governmental constraints upon the maintenance, improvement, or development of housing for all income levels...including land use controls, building codes and their enforcement, site improvements, fees and other exactions required of developers, and local processing and permit procedures....” A summary of barriers to affordable housing is presented in the following paragraphs.

The City’s Land Use Element and Zoning Ordinance establish seven residential categories and a mixed-use category. These categories permit a variety of housing types and allow several ranges of residential densities. The Mixed-Use Zone permits housing in the range of 20 to 75 dwelling units per acre.

The City has adopted the 2013 Edition of the California Building Code, which is the standard code adopted by municipal governments.

The City’s 2014-2021 Housing Element, which was approved by the State Department of Housing and Community Development, found no major constraints/barriers regarding site improvements. West Covina is a built-out community and the necessary public infrastructure is in place.

With regard to development standards, two potential constraints/barriers were identified – parking requirements and housing unit sizes. These potential constraints are mitigated by implementing reduced parking for senior and affordable housing development and by permitting modified housing unit sizes.

Fees also were noted as a possible constraint/barrier by the 2014-2021 Housing Element. The potential constraint/barrier is mitigated by fee exemptions and reductions for second dwelling units, affordable housing and senior housing.

No constraint/barrier was found in regard to permit processing procedures or timelines.

Strategy to Remove or Ameliorate the Barriers to Affordable Housing

The *2014-2021 Housing Element* recommended the following actions to mitigate barriers to affordable housing:

- On an annual basis, review development standards to ensure that the development of lower income housing can occur. Revise the development code to address all constraints identified in Section 6 of the Housing Element.

- Continue to use flexible development standards to facilitate the development of affordable housing through promotion of maximum development densities in the multi-family zone and the mixed-use overlay.

In addition, the City will continue to -

- Implement reduced parking for senior and affordable housing development and by permitting modified housing unit sizes
- Implement fee exemptions and reductions for second dwelling units, affordable housing and senior housing.

SP-60 Homelessness Strategy – 91.215(d)

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

§ 91.215(d)(2) of the Consolidated Plan regulations state that the City's Strategic Plan must describe its plans for "reaching out to homeless persons and assessing their individual needs."

In late 2018, the County of Los Angeles put out a Request for Proposals for Homelessness Plan Implementation Grants. The City submitted a collaborative proposal with the Cities of Covina, Duarte, Azusa, and Glendora, through grants writers funded by the San Gabriel Valley Council of Governments, that was awarded. The grant funds a full-time supervisor and 4 full-time housing navigators that are co-located in the different Cities. They partner with law enforcement and other outreach efforts and work with landlords and people experiencing homelessness to find housing options based on client needs. They coordinate regional outreach, work as a group on outreach efforts in individual cities, and provide staffing to other special projects. The award totals \$343,250 with Cities matching a total of \$291,280. The grant performance period is through December 2021. The Cities have contracted Union Station Homeless Services of Pasadena to provide housing navigation services under the grant.

Relative to outreach, the City is currently a member of the Police Department Program's Mental Evaluation Team (MET) which is comprised of four (4) cities: Azusa, Covina, Glendora, and West Covina, which provide mental health services to homeless in each of our communities. One day per week, a mental health professional is dedicated to the City of West Covina to assist individuals throughout the community that have been displaced temporarily or are permanently homeless.

The City funds a two police officers for homeless outreach. In addition to the parks-related duties, this team are the first responders to homeless calls, and proactively seek contacts with the homeless (building trust relationships, which can help deescalate crisis situations and help individuals to accept social services). The team received specialized training in crisis communication, social services, etc., and is connected to the local and regional social service network, expanding upon longstanding partnerships that the City of West Covina has with other agencies, hospitals, churches, etc. The target population will be primarily street level and sheltered homeless, as well as those in need of mental health services. The team is supplemented by an existing partnership with Los Angeles County, who assigns a County Mental Health Clinician to our area, rotating among cities regionally. Police Officers focus a portion of their time at City parks and in the community to provide outreach to those homeless individuals in need of supportive services. In addition, they enforce park operating hours, and be able to mitigate illegal activity in the parks. In 2020, the City received \$50,000 in Measure H funds through the SGV COG to support law enforcement outreach to homeless.

Addressing the emergency shelter and transitional housing needs of homeless persons

The City provides CDBG funds to the East San Gabriel Valley Coalition for the Homeless. This agency

provides advocacy, motel vouchers, gas vouchers, hot meals, showers, lunches, clothing, travel needs, rehabilitation and mental health placements, Winter Shelter, mail and message service and refers clients to partner agencies for further assistance. Up until recently, the Coalition has administered a transitional housing program. The program was discontinued due to lack of funding.

The City applied for and received Measure H funding in the amount of \$100,000 from Los Angeles County. The grant is for the purchase of motel vouchers in order to increase the availability of temporary beds in the area. Vouchers will be used by the housing navigator, on a case by case basis, for those working through a housing plan.

The City supports the *Regional Homeless Services Strategy* of increasing the number of emergency shelter and transitional housing beds.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again.

Located in West Covina is the YWCA/WINGS 32-bed emergency and transitional shelter for battered women and children. Additional services include support groups, individual assistance and help to families to access longer term transitional housing. WINGS refer to Women in Need of Growing Strong.

Help low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families who are likely to become homeless after being discharged from a publicly funded institution or system of care, or who are receiving assistance from public and private agencies that address housing, health, social services, employment, education or youth needs

Section 8 rental assistance helps individuals and families avoid homelessness. The City will continue to encourage the provision of Section 8 rental assistance by the County of Los Angeles Housing Authority and the Baldwin Park Housing Authority.

§ 91.220(i)(iv) of the Consolidated Plan regulations states that the Annual Action Plan must describe the City's one-year goals and specific action steps through:

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families who are:

(A) Being discharged from publicly funded institutions and systems of care, such as health-care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions; or

(B) Receiving assistance from public and private agencies that address housing, health, social services, employment, education, or youth needs.

HUD regulations at 24 CFR 91.225 and 91.325 now require states and local jurisdictions receiving McKinney-Vento Homeless Assistance Act Emergency Shelter Grant (ESG), Supportive Housing, Shelter Plus Care, or Section 8 Single Room Occupancy (SRO) Program funds to develop and implement a Discharge Coordination Policy “to the maximum extent practicable.” The McKinney-Vento Act requires that State and local governments to have policies and protocols developed to ensure that persons being discharged from publicly funded institutions or systems of care are not discharged immediately into homelessness.

The City of West Covina does not receive funding from the above-mentioned sources and, therefore, has not developed discharge policies. However, the Los Angeles Continuum of Care is coordinating with and/or assisting in State or local discharge planning efforts to ensure that discharged persons are not released directly to the streets. The discharge policies of health care facilities, mental health facilities, foster care, and corrections institutions are being coordinated by the Continuum of Care.

SP-65 Lead based paint Hazards – 91.215(i)

Actions to address LBP hazards and increase access to housing without LBP hazards

It is the City of West Covina's goal is to provide an environment free of lead-based hazards. In order to increase an awareness of lead-based paint hazards, the City posts information on its website alerting homebuyers and renters to the dangers of lead-based paint hazards.

How are the actions listed above related to the extent of lead poisoning and hazards?

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. The City's housing stock contains almost 25,400 housing units built before 1979. The exact number with lead-based paint is unknown. Under California law homebuyers are informed of the potential for lead-based paint.

How are the actions listed above integrated into housing policies and procedures?

Efforts to reduce lead-based paint hazards were integrated into the City's housing rehabilitation programs. However, funds for that program no longer are available due to the dissolution of the Redevelopment Agency.

SP-70 Anti-Poverty Strategy – 91.215(j)

Jurisdiction Goals, Programs and Policies for reducing the number of Poverty-Level Families

The City recognizes that a goal to reduce poverty will contribute to the economic well-being of individuals and families. The families whose income increases above the poverty level will be able to live independent of public and private assistance.

Goal: To reduce poverty level incomes below current levels by 2020. This goal will be monitored by the tracking the results of the annual American Community Survey.

Policy: To continue to support and coordinate with public and private efforts aimed at preventing and reducing poverty level incomes.

Policy: To conduct outreach with public and private agencies whose mission is to reduce poverty level incomes.

Program: To support and coordinate with the organizations who directly or indirectly contribute to a reduction in poverty such as the United Way of America, County of Los Angeles Housing Authority, Baldwin Park Housing Authority, Community Action Agency and others.

How are the Jurisdiction poverty reducing goals, programs, and policies coordinated with this affordable housing plan

The City will carry out the following anti-poverty actions in coordination with its affordable housing plan:

- The City will continue to support the Section 8 Housing Choice Voucher Program and public housing units located within the community.
- The City will coordinate with the Housing Authority of the County of Los Angeles and Baldwin Park Housing Authority to increase the number of families that receive rental assistance.
- The City will work with the Housing Authorities to encourage families receiving Section 8 rental assistance to participate and graduate from the Family Self-Sufficiency Program (FSS). The City will periodically request information from the Housing Authority on FSS participation and graduation levels.
- The City will provide funding for child-care services. Access to child-care is a policy that contributes to helping the working poor to make ends meet and avoid poverty.

SP-80 Monitoring – 91.230

Describe the standards and procedures that the jurisdiction will use to monitor activities carried out in furtherance of the plan and will use to ensure long-term compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning requirements

During the Consolidated Plan period, the City will continue to implement the written monitoring policies and procedures. Additionally, the City will ensure compliance with CDBG rules and regulations, as follows:

- Double check project eligibility with the City's HUD CPD representative
- Review HUD's monitoring handbook to ensure compliance with project eligibility requirements, national objectives of low- and moderate-income area benefit and low- and moderate-income limited clientele, financial management requirements, and other CDBG Entitlement Program requirements
- Review CPD notices on CDBG program and planning requirements

Expected Resources

AP-15 Expected Resources – 91.220(c)(1,2)

Introduction

Anticipated resources include CDBG funds. The City anticipates available CDBG resources in the amount of \$5,120,858 during the five-year period of the Consolidated Plan. The City anticipates receiving CDBG funds in the amount of \$905,301 in PY 2020-2021: an entitlement grant in the amount of \$805,301 and \$100,000 in Program Income. At the end of FY 2019-2020, the City had an unobligated balance of \$855,557 in CDBG funds. The City estimates in Years 2-5, that it will receive \$800,000 in Entitlement funds and \$40,000 in Program Income on an annual

basis.

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	805,301	100,000	855,557	1,760,858	3,360,000	The estimated amount of CDBG funds over the 5-year ConPlan period is \$5,120,858. This assumes annual allocations of \$800,000 and Program Income of \$40,000 in Program Years 2-5 estimated. In addition to prior year resources, the City carried over previously obligated activities and their unexpended balances: \$100,000 for sliding door replacement at the Senior Center, \$324,831 for Business Assistance loans, and \$105,331 for Housing Preservation Program loans

Table 54 - Expected Resources – Priority Table

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

The City and HUD share an interest in leveraging HUD resources to the maximum extent feasible in order to address priority needs and associated goals.

During the 5-year period of the ConPlan the City will seek funds to leverage the Federal CDBG funds. The City's Capital Improvement Program

(CIP) may leverage CDBG funds in street rehabilitation projects. State Gas Tax funds also assist with street rehabilitation.

Federal USDA, Older Americans Act, City General Fund, and participant donations augment funding for the CDBG-funded Senior Nutrition Program.

Local funds from Los Angeles County Proposition C, as well as Measure M and Measure R, assist the City in removing architectural barriers, providing Dial-A-Ride service, providing a citywide shuttle service, and performing street rehabilitation and other capital improvements.

Volunteer services and private donations provided additional resources to leverage CDBG funds.

If appropriate, describe publicly owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

The City presently has no land that could be used to address the community's needs. However, the City does explore opportunities to partner with non-profits to address unmet housing needs. The Community and Economic Development Department does post on its webpage an Available Property List (APL) for businesses seeking to locate in West Covina.

Discussion

See discussions above.

Annual Goals and Objectives

AP-20 Annual Goals and Objectives

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Improve/upgrade public infrastructure & facilities	2020	2021	Improve/upgrade public facilities and infrastructure		Improve/upgrade public facilities & infrastructure	CDBG: \$1,200,000	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 1000 Persons Assisted
2	Improve the well-being of low income persons	2020	2021	Non-Homeless Special Needs		Public Service Programs	CDBG: \$118,000	Public service activities other than Low/Moderate Income Housing Benefit: 6000 Persons Assisted
3	Achieve fair housing for all	2020	2021	Eliminate housing discrimination	City-Wide	Eliminate housing discrimination	CDBG: \$10,000	Other: 75 Other
4	Effective grant administration	2020	2021	Effective grant administration	City-Wide	Effective grant administration	CDBG: \$165,000	Other: 1 Other
5	Improve owner-occupied housing stock	2020	2021	Owner-Occupied Housing	City-Wide	Improve the owner occupied housing stock	CDBG: \$105,331	Homeowner Housing Rehabilitated: 10 Household Housing Unit

Table 55 – Goals Summary

Goal Descriptions

1	Goal Name	Improve/upgrade public infrastructure & facilities
	Goal Description	Improve neighborhood public infrastructure: The City will improve public infrastructure in disrepair and ADA improvements in the CDBG area benefit neighborhoods.
2	Goal Name	Improve the well-being of low income persons
	Goal Description	Improve the well-being of low income persons: The City will provide financial support to public service programs.
3	Goal Name	Achieve fair housing for all
	Goal Description	Achieve fair housing for all protected groups: The City will continue to fund a fair housing provider that will investigate housing discrimination complaints and tenant/landlord issues.
4	Goal Name	Effective grant administration
	Goal Description	Grant Administration: The City staff will continue to administer the CDBG program in compliance with HUD regulations.
5	Goal Name	Improve owner-occupied housing stock
	Goal Description	Loans available to eligible homeowners for exterior improvements to homes as well as correcting code violations.

Projects

AP-35 Projects – 91.220(d)

Introduction

The City's planned actions include grant administration; providing fair housing services; providing services to low income persons including the homeless and the frail elderly; and improving neighborhoods. Planned projects are listed in below.

Projects

#	Project Name
1	Neighborhood Improvement Program
2	Fair Housing
3	Grant Administration
4	Senior Meals Program
5	Domestic Violence Victim Advocate
6	Careship
7	SGV YWCA Senior Citizens Assistance
8	ESGV Coalition for the Homeless
9	Assistance League of Covina Valley

Table 56 – Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

For FY 2020-2021, the City will receive \$805,301 in CDBG funds. Estimated income in the amount of \$100,000 in program income will result in total available resources of \$955,301. The proposed budget for the listed projects is \$1,493,000. The balance will be made up through unobligated funds in the line-of-credit with HUD. The available CDBG funds have been allocated to projects that contribute to achieving the priority needs and goals established by the 5-Year Strategic Plan. The projects are consistent with the citizen input received during the development of the Consolidated Plan. The priorities have been approved by the City Council. The Business Assistance Program and Housing Preservation Program will be implemented with unexpended balances of \$324,831 and \$105,331, respectively, from the prior year. Similarly, a capital improvement activity to replace sliding doors at the Senior Center will be funded with an unexpended balance of \$100,000.

One of the greatest challenges in meeting the underserved needs of low- and moderate-income persons is having limited financial resources. The City will continue to use CDBG funding to support public service agencies that address the special needs of the underserved, including the elderly and frail elderly and

persons belonging to protected classes that have been the victims of housing discrimination.

The City also proactively seeks additional resources to better meet the underserved needs.

AP-38 Project Summary
Project Summary Information

1	Project Name	Neighborhood Improvement Program
	Target Area	
	Goals Supported	Improve/upgrade public infrastructure & facilities
	Needs Addressed	Improve/upgrade public facilities & infrastructure
	Funding	CDBG: \$1,200,000
	Description	Improvements to eligible neighborhoods and public facilities. Accessibility improvements.
	Target Date	6/30/2022
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	City-wide and LMA at Friendship Park
	Planned Activities	Curb Access Ramp Program - (\$100,000) Accessibility Improvements at City Facilities (\$100,000) Friendship Park Improvements (\$1,000,000)
2	Project Name	Fair Housing
	Target Area	
	Goals Supported	Achieve fair housing for all
	Needs Addressed	Eliminate housing discrimination
	Funding	CDBG: \$10,000
	Description	The Housing Rights Center will offer West Covina residents services from our four program areas, (1) Discrimination Complaint Investigation, (2) Landlord Tenant Counseling, (3) Education and Outreach, and (4) Legal Services.
	Target Date	6/30/2021
	Estimate the number and type of families that will benefit from the proposed activities	75 low- and moderate-income households
	Location Description	City-wide
	Planned Activities	Housing Rights Center will provide fair housing services.
	Project Name	Grant Administration

3	Target Area	
	Goals Supported	Effective grant administration
	Needs Addressed	Effective grant administration
	Funding	CDBG: \$164,000
	Description	CDBG Program Administration
	Target Date	6/30/2021
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	Admin office: 1444 W. Garvey Ave. So., West Covina, CA
	Planned Activities	Funding used for general management, monitoring, and oversight of CDBG Program, including the preparation of the Action Plan and CAPER.
4	Project Name	Senior Meals Program
	Target Area	
	Goals Supported	Improve the well-being of low income persons
	Needs Addressed	Public Service Programs
	Funding	CDBG: \$60,000
	Description	This program serves meals in a congregate setting at the West Covina Senior Center.
	Target Date	6/30/2021
	Estimate the number and type of families that will benefit from the proposed activities	750 low- and moderate-income persons
	Location Description	2501 E Cortez St, West Covina, CA
	Planned Activities	Meals are served 5 days a week. Senior meals program participants receive an estimated 40-50% of required nutrients.
5	Project Name	Domestic Violence Victim Advocate
	Target Area	
	Goals Supported	Improve the well-being of low income persons
	Needs Addressed	Public Service Programs

	Funding	CDBG: \$20,000
	Description	This program follows up with victims of all domestic violence victim cases in West Covina.
	Target Date	6/30/2021
	Estimate the number and type of families that will benefit from the proposed activities	2000 low- and moderate-income persons
	Location Description	City-wide. Admin office: Police Department, 1444 W Garvey Ave S, West Covina, CA
	Planned Activities	This program follows up with victims of all domestic violence victim cases in West Covina.
6	Project Name	Careship
	Target Area	
	Goals Supported	Improve the well-being of low income persons
	Needs Addressed	Public Service Programs
	Funding	CDBG: \$5,000
	Description	This program assists with the cost of childcare.
	Target Date	6/30/2021
	Estimate the number and type of families that will benefit from the proposed activities	8 low- and moderate-income families
	Location Description	Admin office: 1305 E Cameron, West Covina, CA
	Planned Activities	This program assists with the cost of childcare.
7	Project Name	SGV YWCA Senior Citizens Assistance
	Target Area	
	Goals Supported	Improve the well-being of low income persons
	Needs Addressed	Public Service Programs
	Funding	CDBG: \$17,000
	Description	This program connects seniors with a broad array of services that enable them to stay at their homes for as long as possible.
	Target Date	6/30/2021

	Estimate the number and type of families that will benefit from the proposed activities	60 low- and moderate-income persons
	Location Description	City-wide. 2501 E Cortez, West Covina, CA. Admin office: 943 N Grand Ave, Covina, CA
	Planned Activities	This program connects seniors with a broad array of services that enable them to stay at their homes for as long as possible
8	Project Name	ESGV Coalition for the Homeless
	Target Area	
	Goals Supported	Improve the well-being of low income persons
	Needs Addressed	Public Service Programs
	Funding	CDBG: \$10,000
	Description	Emergency assistance provided to homeless persons.
	Target Date	6/30/2021
	Estimate the number and type of families that will benefit from the proposed activities	300 low- and moderate-income persons
	Location Description	1345 Turnbull Canyon Rd, Hacienda Heights, CA
	Planned Activities	ESGVCH operates the Emergency Assistance Center which provides walk-in emergency services to homeless and at-risk homeless individuals and families
9	Project Name	Assistance League of Covina Valley
	Target Area	
	Goals Supported	Improve the well-being of low income persons
	Needs Addressed	Public Service Programs
	Funding	CDBG: \$6,000
	Description	The program will provide school clothing, shoes and supplies to children and young people from low income families so they can attend school regularly
	Target Date	6/30/2021

	Estimate the number and type of families that will benefit from the proposed activities	366 low- and moderate-income families
	Location Description	City-wide
	Planned Activities	The program will provide school clothing, shoes and supplies to children and young people from low income families so they can attend school regularly

AP-50 Geographic Distribution – 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

West Covina has two distinct geographic areas: City-wide and Area Benefit Neighborhoods.

CDBG investment for Fair Housing and Public Service Programs is made on a city-wide basis.

In prior years, CDBG investment for the Neighborhood Improvement Program has mostly been made in Area Benefit Neighborhoods; that is, in block groups where 51% or more of the population have low- and moderate-incomes. Based on the most recent data, the City has 22 block groups with 51% or more of the population having low/moderate incomes. Please see Exhibit 1, which is attached to this report, for a map that highlights these areas.

In FY 2020-2021, there are three activities under the Neighborhood Improvement Program. Curb Access Ramp Program (\$100,000) ADA Accessibility Improvements at City Facilities (\$100,000) Because the City Facilities predominately serve residents on a City-wide basis, for the purpose of geographic distribution, the activities will be considered under the City-wide basis. Similarly, the installation of ramps will occur on a City-wide, as-needed basis. Improvements at Friendship Park (\$1,000,000), Park District H, is considered an Area Benefit project. The service area consists of CT 4081.31 BGs 1 and 2; CT 4081.37 BGs 1 and 2, and CT 4081.41 BG 1. The LMI% is 53.26 according to 2015 ACS LMI information revised in 2020.

The percentages below are based on estimated costs of proposed activities in Year 1.

Amendments may occur during the program year that will redistribute funds to activities on an area benefit basis.

Geographic Distribution

Target Area	Percentage of Funds
City-Wide	60
Area Benefit Neighborhoods	40

Table 57 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

CDBG-eligible area benefit neighborhoods, within which area benefit basis projects are eligible are highlighted on Exhibit 1, which is attached to this report. Public services and Fair Housing are available

on a city-wide basis to low- and moderate-income persons. Eligible block groups are listed below.

<u>Tract</u>	<u>Block Group(s)</u>
CT 4053.01	BG 1, 2
CT 4053.02	BG 2
CT 4055.00	BG 2, 3
CT 4062.00	BG 1, 2, 3
CT 4065.00	BG 5
CT 4066.02	BG 2, 4
CT 4067.01	BG 1, 3
CT 4067.02	BG 1, 2, 3
CT 4068.00	BG 1, 3
CT 4080.04	BG 1
CT 4081.33	BG 2
CT 4081.37	BG 2
CT 4081.41	BG 1

Discussion

See discussion above.

Affordable Housing

AP-55 Affordable Housing – 91.220(g)

Introduction

Section 8 provides rental assistance to 579 families through programs administered by the Housing Authority of the County of Los Angeles (474) and Baldwin Park Housing Authority (105).

Of the 579 families, 503 are disabled or elderly. There are 411 families on the Section 8 Waiting List of the two housing authorities.

One Year Goals for the Number of Households to be Supported	
Homeless	0
Non-Homeless	0
Special-Needs	0
Total	0

Table 58 - One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households Supported Through	
Rental Assistance	579
The Production of New Units	0
Rehab of Existing Units	0
Acquisition of Existing Units	0
Total	579

Table 59 - One Year Goals for Affordable Housing by Support Type

Discussion

Refer to discussion above.

AP-60 Public Housing – 91.220(h)

Introduction

The City does not have public housing; however, the Housing Authority of the County of Los Angeles and the Baldwin Park Housing Authority administer the Section 8 Housing Choice Voucher program within West Covina. There are currently 579 West Covina families receiving Section 8 rental assistance and approximately 411 more residents on the waiting list. The amount of time spent on the waiting list often varies and can be as long as several years

Actions planned during the next year to address the needs to public housing

Not applicable to the City of West Covina.

Actions to encourage public housing residents to become more involved in management and participate in homeownership

Not applicable to the City of West Covina. The Housing Authority of the County of Los Angeles encourages the participation of public housing residents through Resident Councils. The role of a Resident Council (RC) is to improve the quality of life and resident satisfaction in self-help initiatives to enable residents to create a positive living environment for individuals and families living in public housing. The Baldwin Park Housing Authority (BPHA) owns and administers Mc Neil Manor, a “project-based public housing unit. Mc Neil Manor is a 12-unit low-income senior (62 years or older) housing development.

If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance

The Housing Authority of the County of Los Angeles is not a troubled PHA. HACoLA has officially achieved "High Performer" status under HUD's Section 8 Management Assessment Program (SEMAP); therefore, is not designated as a "troubled" agency. Units are inspected, repaired, and maintained on a regular basis.

Discussion

The Housing Authorities have prepared five-year Strategic Plans and an Annual Plans. The Plans guide the actions of the Housing Authority in addressing the needs of extremely low and very low income families and include goals to increase the supply of affordable housing, promote self-sufficiency and asset development, ensure equal opportunity and affirmatively further fair housing, and in achieving consistency with each jurisdiction's Consolidated Plan. The City will continue to monitor the Housing Authority's Plans and provide input as it pertains to West Covina residents in an effort to increase the supply of affordable housing.

AP-65 Homeless and Other Special Needs Activities – 91.220(i)

Introduction

The City plans to allocate CDBG public service funds to agencies that address the needs of the homeless such as emergency/transitional shelter, food insecurity and other basic needs. For the past several years, the City of West Covina has partnered with the Los Angeles Homeless Services Authority (LAHSA) to host and participate in the County-wide Homeless Count to better understand the number of homeless in our community as well as the region. In 2018, 277 unsheltered homeless persons were counted, up from the 158 counted in 2017 and the 48 counted in 2016. The results of the 2019 was 147 and the 2020 count results were 124.

Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

In October 2017, the City was awarded \$50,000, through the County of Los Angeles, to produce a Homeless Plan. This Plan is a comprehensive assessment of homelessness in the local jurisdiction, assessing the resources currently available to address the challenge, and identifying opportunities for the City, neighboring Cities, and the County to collaborate in the implementation of identified strategies to combat homelessness. The Plan was submitted to the County in July 2018.

In late 2018, the County of Los Angeles put out a Request for Proposals for Homelessness Plan Implementation Grants. The City submitted a collaborative proposal with the Cities of Covina, Duarte, Azusa, and Glendora, through grants writers funded by the San Gabriel Valley Council of Governments, that was awarded. The grant funds a full-time supervisor and 4 full-time housing navigators that are co-located in the different Cities. They partner with law enforcement and other outreach efforts and work with landlords and people experiencing homelessness to find housing options based on client needs. They coordinate regional outreach, work as a group on outreach efforts in individual cities, and provide staffing to other special projects. The award totals \$343,250 with Cities matching a total of \$291,280. The grant performance period is through December 2021. The Cities have contracted Union Station Homeless Services of Pasadena to provide housing navigation services under the grant.

Relative to outreach, the City is currently a member of the Police Department Program's Mental Evaluation Team (MET) which is comprised of four (4) cities: Azusa, Covina, Glendora, and West Covina, which provide mental health services to homeless in each of our communities. One day per week, a mental health professional is dedicated to the City of West Covina to assist individuals throughout the community that have been displaced temporarily or are permanently homeless.

The City funds a two police officers for homeless outreach. In addition to the parks-related duties, this team are the first responders to homeless calls, and proactively seek contacts with the homeless

(building trust relationships, which can help deescalate crisis situations and help individuals to accept social services). The team received specialized training in crisis communication, social services, etc., and is connected to the local and regional social service network, expanding upon longstanding partnerships that the City of West Covina has with other agencies, hospitals, churches, etc. The target population will be primarily street level and sheltered homeless, as well as those in need of mental health services. The team is supplemented by an existing partnership with Los Angeles County, who assigns a County Mental Health Clinician to our area, rotating among cities regionally. Police Officers focus a portion of their time at City parks and in the community to provide outreach to those homeless individuals in need of supportive services. In addition, they enforce park operating hours, and be able to mitigate illegal activity in the parks. In 2020, the City received \$50,000 in Measure H funds through the SGV COG to support law enforcement outreach to homeless.

Addressing the emergency shelter and transitional housing needs of homeless persons

The City provides CDBG funds to the East San Gabriel Valley Coalition for the Homeless. This agency provides advocacy, motel vouchers, gas vouchers, hot meals, showers, lunches, clothing, travel needs, rehabilitation and mental health placements, Winter Shelter, mail and message service and refers clients to partner agencies for further assistance. Up until recently, the Coalition has administered a transitional housing program. The program was discontinued due to lack of funding.

The City applied for and received Measure H funding in the amount of \$100,000 from Los Angeles County. The grant is for the purchase of motel vouchers in order to increase the availability of temporary beds in the area. Vouchers will be used by the housing navigator, on a case by case basis, for those working through a housing plan.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

The YWCA – WINGS Women’s Shelter is located in West Covina. It is a 32-bed shelter for battered women and their children.

The City of West Covina is not a direct provider of homeless services. It does refer homeless persons to emergency shelters, transitional housing and supportive housing operated by public and private agencies located near the city. The City also amended the Zoning Code to indicate the where emergency shelters may be located by right.

Helping low-income individuals and families avoid becoming homeless, especially extremely

low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs

The City of West Covina does not receive funding from the Federal sources that require the implementation of supportive housing programs for persons returning from mental and physical health institutions. The City does not receive funds from sources that require the development and implementation of a Discharge Coordination Policy. However, the City has knowledge of the County's discharge coordination policies.

The West Covina jail houses suspects awaiting court appearances or as long as it takes to book them and release on a citation. Currently, any suspect in custody displaying medical and/or mental illness is taken for appropriate care either to a hospital or County jail facility where services can be provided. Suspects are also allowed to utilize a phone to make arrangements to be picked up.

Los Angeles County Department of Mental Health (DMH) regulations require the discharge planning process for Acute Care Hospitals, State Mental Hospitals, and Institutions for Mental Disease programs must address all the individual needs of homeless clients at treatment initiation. Housing resources on discharge include: independent living with rental assistance, family reunification, living with roommates, PSH, and nursing homes.

California law requires hospitals/regional hospital associations to have protocols for homeless patients. The Hospital Association of Southern California, National Health Foundation, and Illumination Foundation's Recuperative Care Program must provide post-hospital healthcare services to homeless patients moving from acute care. Services include housing location assistance, residential medical and social support.

Los Angeles County Department of Health Services (DHS) regulations require health care facilities to provide appropriate housing location and supportive services to avoid discharge into homelessness. Programs include: the Recuperative Care Program, nursing facilities, board and care, family reunification, permanent supportive housing (PSH), and affordable housing. DHS also funds 24/7 ES medical services where Case Managers work with patients to obtain housing, services, and benefits.

Discussion

See discussions above.

AP-75 Barriers to affordable housing – 91.220(j)

Introduction:

The City's adopted 2014-2021 Housing Element describes constraints and barriers to maintenance, development and preservation of affordable housing.

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

The 2014-2021 Housing Element recommended the following actions to mitigate the barriers to affordable housing:

- Annually review development standards to ensure that the development of lower income housing can occur. Revise the development code to address all constraints identified in Section 6 of the Housing Element.

In addition, the City has adopted the following on-going policy:

- Continue to use flexible development standards to facilitate the development of affordable housing through promotion of maximum development densities in the multi-family zone and the mixed use overlay.

If an affordable housing development is proposed during the Program Year, the City will implement, if appropriate, the following policies:

- Reduced parking for senior and affordable housing development and by permitting modified housing unit sizes
- Fee exemptions and reductions for second dwelling units, affordable housing and senior housing.

Discussion:

In April of each year, the City transmits an Annual Housing Element Progress Report to the State Department of Housing and Community Development. The Report describes all the actions taken to implement the programs included in the adopted Housing Element.

AP-85 Other Actions – 91.220(k)

Introduction:

The following narratives describe the actions the City will undertake in PY 2020-2021 to address underserved needs, foster and maintain affordable housing, reduce lead-based paint, reduce the number of poverty-level families, develop the institutional structure, and enhance coordination between public and private housing and social service agencies.

Actions planned to address obstacles to meeting underserved needs

The City will continue to use CDBG funding to support public service agencies that address the special needs of the underserved, including the elderly and frail elderly and persons belonging to protected classes that have been the victims of housing discrimination.

Actions planned to foster and maintain affordable housing

The City's housing stock contains six affordable multifamily projects and six affordable senior projects. These units should be monitored and discussions with the property managers and/or owners should occur to address the development's long-term affordability status. The following actions will be taken:

- Monitor the affordable housing projects to ensure compliance with rent restrictions
- Maintain a list of the affordable housing inventory

Actions planned to reduce lead-based paint hazards

To increase an awareness of lead based paint hazards, the City will notify applicants to the Housing Preservation Program to the dangers of lead based paint hazards posts information through distribution of an informational pamphlet and required testing on rehabilitation projects where paint may be disturbed. The City will also post links on its website alerting homebuyers and renters to the dangers of lead based paint hazards.

Actions planned to reduce the number of poverty-level families

The City will carry out the following anti-poverty actions in coordination with its affordable housing plan:

- The City will continue to support the Section 8 Housing Choice Voucher Program and public housing units located within the community.
- The City will coordinate with the Housing Authority of the County of Los Angeles and Baldwin Park Housing Authority to increase the number of families that receive rental assistance.
- The City will work with the Housing Authorities to encourage families receiving Section 8 rental assistance to participate and graduate from the Family Self-Sufficiency Program (FSS). The City will periodically request information from the Housing Authority on FSS participation and

graduation levels.

The City will provide funding for child-care services. Access to child-care is a policy that contributes to helping the working poor to make ends meet and avoid poverty.

Actions planned to develop institutional structure

The Public Services Department, Community Development Department, and Police Department are the key departments involved in the Consolidated Plan and Action Plan process. The Public Services and Community Development Departments are responsible for capital improvements to facilities (i.e., senior center, parks, streets). The Police Department carries out a public service.

To strengthen internal coordination and timeliness of expenditures, the Public Services Department meets monthly with the Community Development Department and Finance Department. The purpose of the meetings is to strengthen the delivery of projects in neighborhoods so that there are tangible physical and quality of life benefits resulting from the expenditure of CDBG and other funds.

The City also coordinates on a regular basis with the following housing providers:

- County of Los Angeles Housing Authority (Section 8)
- City of Baldwin Park Housing Authority (Section 8)
- Community and Economic Development Department (Housing Rehabilitation/Preservation)
- Housing Rights Center (Fair Housing)

City activities include: collection of information regarding clients served, geographic distribution of clients served, and review and comment on Public Housing Agency Plans.

Coordination with health providers involves the periodic collection of lead-based incident statistics from the County of Los Angeles, Department of Health Services, Childhood Lead Poisoning Prevention Program. In addition, the City will continue to obtain information from the Los Angeles County Department of Health Services, Office of AIDS Programs and Policy.

Coordination with social service agencies is accomplished through the CDBG public service programs. This involves a notice of funding availability, evaluation of applications submitted including needs to be addressed, and monitoring and performance evaluation of funded social service agencies.

To strengthen the institutional structure for carrying out its Consolidated Plan and Action Plan, the City will strengthen the working relationship by providing input to and coordinating with the County of Los Angeles Housing Authority and Baldwin Park Housing Authority. Efforts to strengthen the institutional structure involve review of the five-year and annual plans of each authority.

Actions planned to enhance coordination between public and private housing and social

service agencies

During Program Year 1, the City will continue its coordination efforts with:

- Los Angeles County Homeless Services Authority (LAHSA)
- Southern California Association of Governments (SCAG)
- San Gabriel Valley Council of Governments (SGVCOG)
- Baldwin Park Housing Authority
- County of Los Angeles Housing Authority

The City will continue to coordinate with LAHSA to host a deployment site for its annual homeless counts.

The City will continue to participate in the meetings and task forces of the SCAG and the SGVCOG.

The City will review the Annual Plans of the two Housing Authorities and provide input as appropriate.

Discussion:

Refer to the above narratives.

Program Specific Requirements

AP-90 Program Specific Requirements – 91.220(l)(1,2,4)

Introduction:

The following describes other program-specific requirements.

Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan: PY 2020-2021

Community Development Block Grant Program (CDBG)

Reference 24 CFR 91.220(l)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	0
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan.	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	0
5. The amount of income from float-funded activities	0
Total Program Income:	0

Other CDBG Requirements

1. The amount of urgent need activities	0
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.	70.00%

Citizen Participation Plan

A INTRODUCTION

The Citizen Participation Plan (CPP) sets forth the City of West Covina's policies and procedures for citizen participation. The CPP complies with 24CFR91.05 Citizen Participation Plan; local governments. The CPP applies to the Consolidated Plan, including the Strategic Plan and each Action Plan, and the Consolidated Plan Annual Performance and Evaluation Report (CAPER).

B ENCOURAGEMENT OF CITIZEN PARTICIPATION

The CPP provides for and encourages the participation of residents in the development of the Consolidated Plan, substantial amendments to the Consolidated Plan, and performance reports.

C CITIZEN COMMENTS ON THE ORIGINAL CPP

The City provided ample and reasonable opportunity to citizens to comment on the original CPP. The public will also be provided reasonable opportunity to comment on substantial amendments to the CPP. The City will make the CPP public and make the plan accessible to persons with disabilities, upon request.

D DEVELOPMENT OF THE CONSOLIDATED PLAN

Before the City adopts a Consolidated Plan, it will:

- Make available to citizens, public agencies, and other interested parties information that states the amount of CDBG funds the City expects to receive,
- Describe the range of activities that may be undertaken with CDBG funds.
- Estimate amount that will benefit persons of low- and moderate-income.

The methods that City will use to make this information available will include, but not be limited, to:

- Press Releases
- Website announcements
- Direct mailings/applications to social services agencies, nonprofits, and public entities
- Working with the Community and Senior Services Commission
- Other appropriate methods

E DISPLACEMENT POLICIES

In the event that any residential displacement and relocation will result from program activity, the City will ensure that, prior to carrying out the program activity, the City will develop an Anti-displacement and Relocation Plan in connection with the program activity.

In the event that any acquisition and relocation must take place in order to carry out a program activity, the City will also comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act, as amended, and implementing regulations at 49 CFR Part 24.

F. PUBLICATION POLICIES

The City will publish the Proposed Consolidated Plan in a manner that affords citizens, public agencies and other interested parties a reasonable opportunity to examine its contents and submit comments. The following publication policies will apply to the Proposed Consolidated Plan:

- A summary of the Proposed Consolidated Plan will be published in one or more newspapers of general circulation.
- A summary of the Proposed Consolidated Plan will be posted on the City's website.
- The summary will describe the contents and purpose of the Consolidated Plan, the Plan's priorities, the expected amount of CDBG funds, the proposed activities and funding amounts, and a list of the locations where the entire Proposed Consolidated Plan can be examined. At a minimum, these locations will include the City Clerks' office, Community Services Department, and the City Library.
- The City will provide a reasonable number of free copies of the Proposed Consolidated Plan to citizens and groups that request it.

G. PUBLIC HEARINGS

The City will conduct a minimum of two public hearings before the City Council. One of these hearings will be conducted before the Proposed Consolidated Plan is published for comment. The purpose of the first public hearing will be to obtain views on housing and community development needs, priorities, proposed activities, and program performance.

The second public hearing will be conducted to consider the Proposed Consolidated Plan, written comments on the Plan, and oral comments on the Plan. This public hearing also has the purpose of authorizing the appropriate staff to transmit the Consolidated Plan to the U.S. Department of Housing and Urban Development.

The City will conduct public hearings at a location and time that are convenient to the public, especially those persons affected by program resources. In addition, public meetings will be held at locations equipped to accommodate persons with physical disabilities. Translation services will be provided to non-English speaking persons upon advance requests. Citizens and other organizations are urged to contact the City at least five (5) working days prior to a public hearing if they will need translation services,

handicapped services, or other special assistance.

A public notice will be placed as a legal and display advertisement in a newspaper of general circulation a minimum of 10 days prior to any public hearing.

H CITIZEN COMMENTS ON THE CONSOLIDATED PLAN

The City shall provide for a period of not less than 30 days to allow the interested parties an opportunity to review and comment on the Proposed Consolidated Plan. Staff will summarize the written comments and prepare responses for consideration by the City Council at the public hearing(s). Written comments should be addressed to Community Services Department, City of West Covina, 1444 West Garvey, West Covina CA 91793.

Verbal comments received at public hearings also will be considered by the City Council.

All written and verbal comments and responses will be summarized, and included as an attachment to the Final Consolidated Plan.

I AMENDMENTS

When proposed, the following changes will require an amendment to the Consolidated Plan:

- A change in the allocation priorities.
- A change in the method of the distribution of funds.
- Carrying out an activity, which has not been previously described in the Action Plan.
- A change to the purpose, scope, location or beneficiaries of an activity.
- An increase or decrease in the amount allocated to an eligible activity that results in a percentage change in the funding of the activity as detailed below:

Original Activity	% Change in Activity
> \$200,000	15%
\$100,001 to \$200,000	20%
\$25,001 to \$100,000	25%
< = \$25,000	30%

All of these amendments are considered “substantial,” and, therefore, trigger the citizen participation process.

Citizens will be provided with a reasonable notice and an opportunity to comment on substantial amendments. All substantial amendments will be published as display advertisements in a newspaper of general circulation and will provide for a 30-day review period. The City will consider any comments received in writing, or orally at public hearings, if any, regarding substantial amendments. A summary of these comments or

views, and a summary of any comments or views not accepted and the reasons therefore, shall be attached to the substantial amendment of the Consolidated Plan. No substantial amendment will be implemented prior to 30-day public comment period.

Upon City Council approval of the substantial amendment, the City will make the approved amendment public and will notify HUD. A copy of each substantial amendment will be sent to HUD as it occurs. The official representative of the City authorized to take such action will sign letters transmitting copies of the substantial amendments.

J. PERFORMANCE REPORTS

The City annually reviews and reports, in a form prescribed by HUD, on the progress it has made in carrying out its strategic plan and action plan. The Consolidated Annual Performance and Evaluation Report (CAPER) includes a description of the resources made available, the investment of available resources, the geographic distribution and location of investments, the families and persons assisted (including the racial and ethnic status of persons assisted, actions taken to affirmatively further fair housing, and other actions indicated in the strategic plan and action plan.)

The City will publish a summary of the draft CAPER as a display advertisement in a newspaper of general circulation. The published summary will describe the following items:

- The contents and purpose of the CAPER; and
- A list of the locations where the copies of the entire draft CAPER may be examined. This list will include, at a minimum, the City Clerk's office, Community Services Department and City library.

The City will consider any comments or views of citizens received in writing, or orally at public hearings in preparing the CAPER. A summary of these comments or views shall be attached to the CAPER.

The draft CAPER will be available for public review for a minimum of 15 days. In addition, a reasonable number of free copies of the CAPER will be made available to citizens and groups upon request.

The City will submit the performance report to HUD pursuant to HUD regulations.

K. ACCESS TO RECORDS

The City will ensure timely and reasonable access to information and records to citizens, public agencies, and other interested parties related to:

- The development of the Consolidated Plan
- CDBG program expenditures for the past five years.

Information to be made available includes the following items:

1. Adopted Consolidated Plan
2. Substantial amendments
3. Performance reports

4. Meeting and Public Hearing minutes
5. Public comments

Requests for information and records must be made to the City's Community Services Department in writing. Staff will make every attempt to respond to such requests within fifteen (15) business days, or as soon as possible thereafter. Upon request, these items will also be made available in a form accessible to persons with disabilities.

L TECHNICAL ASSISTANCE

Upon request, the City will provide technical assistance to groups, especially those representing low- and moderate-income persons, to develop funding requests for CDBG eligible activities. Technical Assistance will be provided as follows:

- Answer, in writing, all written questions and answer verbally all verbal inquiries received from citizens or representative groups asking questions on how to write or submit eligible project proposals.
- Meet with groups or individuals as requested, to assist in identifying specific needs and to assist in preparing project proposal applications.

M COMPLAINTS

The City will respond within (15) business days (when practicable) to all written complaints received regarding the Consolidated Plan, Consolidated Plan activities, substantial amendments, and/or annual performance reports.

The City will accept written complaints provided they specify:

- The description of the objection, supporting facts and data.
- Provide name, address, telephone number, and a date of complaint.

2020-2024 Consolidated Plan Community Needs Survey Results

2020-2024 Consolidated Plan Results (as of March 10, 2020)

Q1. Please select the identity that describes you best:

Answer Choices	Responses
West Covina resident	17
West Covina business owner	0
West Covina commercial property owner	2
Work in West Covina	2
Service agency with activities or clients within West Covina	1
Religious institution within West Covina	1
Other (please specify)	1
Answered	19
Skipped	0

Q2. Please indicate if your are affiliated with any other the organization types listed below. If other, please specify.

Answer Choices	Responses
Housing	1
Foundation	0
Public Housing Authority	0
Services - Children	0
Services - Elderly persons	0
Services - Homeless	0
Services - Persons with disabilities	0
Services Persons with HIV/AIDS	0
Services - Victims of domestic violence	0
Services - Health	0
Services - Education	0
Services - Employment	0
Services - Fair Housing	0
Other (please specify)	0
Answered	1
Skipped	18

Q3. How long have you lived in West Covina?

Answer Choices	Responses
Less than 1 year	2
1-4 Years	1
5-10 Years	2
Over 10 years	12
Answered	17
Skipped	2

Q4. Please rate the need for the following INFRASTRUCTURE activities in West Covina:

	High Need		Medium Need		Low Need		No Need		Don't Know		Total
Street and road improvements	21.05%	4	68.42%	13	10.53%	2	0.00%	0	0.00%	0	19
Sidewalk improvements	5.26%	1	63.16%	12	26.32%	5	0.00%	0	5.26%	1	19
Water system capacity improvements	26.32%	5	42.11%	8	26.32%	5	0.00%	0	5.26%	1	19
Water quality improvements	36.84%	7	31.58%	6	26.32%	5	5.26%	1	0.00%	0	19
Sewer/storm drain improvements	15.79%	3	47.37%	9	31.58%	6	5.26%	1	0.00%	0	19
Flood drainage improvements	5.56%	1	66.67%	12	16.67%	3	5.56%	1	5.56%	1	18
Bridge improvements	0.00%	0	31.58%	6	26.32%	5	21.05%	4	21.05%	4	19
Bicycle and walking paths	26.32%	5	36.84%	7	31.58%	6	5.26%	1	0.00%	0	19
Tree Planting	31.58%	6	42.11%	8	15.79%	3	5.26%	1	5.26%	1	19
Other (please specify)											1
											19
											0

Answered
Skipped

Q5. Please rate the need for the following HOUSING activities in West Covina:

	High Need		Medium Need		Low Need		No Need		Don't Know		Total
Owner-occupied housing rehabilitation	31.58%	6	47.37%	9	10.53%	2	5.26%	1	5.26%	1	19
Rental-occupied housing rehabilitation	36.84%	7	26.32%	5	21.05%	4	5.26%	1	10.53%	2	19
Construction of new affordable for-sale housing	42.11%	8	26.32%	5	10.53%	2	21.05%	4	0.00%	0	19
Construction of new affordable rental housing	31.58%	6	31.58%	6	15.79%	3	21.05%	4	0.00%	0	19
First-time home-buyer assistance	52.63%	10	31.58%	6	5.26%	1	10.53%	2	0.00%	0	19
Rental assistance	21.05%	4	42.11%	8	10.53%	2	26.32%	5	0.00%	0	19
Energy efficient home improvements	52.63%	10	42.11%	8	5.26%	1	0.00%	0	0.00%	0	19
Heating/cooling HVAC replacement or repairs	26.32%	5	47.37%	9	15.79%	3	0.00%	0	10.53%	2	19
ADA (Americans with Disabilities Act) improvements	31.58%	6	36.84%	7	21.05%	4	5.26%	1	5.26%	1	19
Housing demolition	5.26%	1	10.53%	2	31.58%	6	31.58%	6	21.05%	4	19
Mixed use housing	5.26%	1	36.84%	7	31.58%	6	21.05%	4	5.26%	1	19
Mixed income housing	5.26%	1	31.58%	6	26.32%	5	21.05%	4	15.79%	3	19
Senior-friendly housing	52.63%	10	26.32%	5	15.79%	3	5.26%	1	0.00%	0	19
Other (please specify)											0
											19
											0

Answered
Skipped

Q6. Please rate the need for the following HOUSING types for special needs populations in West Covina:

	High Need		Medium Need		Low Need		No Need		Don't Know		Total
Senior housing, such as nursing homes or assisted living facilities	42.11%	8	26.32%	5	10.53%	2	5.26%	1	15.79%	3	19
Housing designed for persons with disabilities	21.05%	4	47.37%	9	21.05%	4	5.26%	1	5.26%	1	19
Rental assistance for persons at-risk of homelessness	36.84%	7	36.84%	7	10.53%	2	15.79%	3	0.00%	0	19
Shelters for youth	26.32%	5	36.84%	7	15.79%	3	15.79%	3	5.26%	1	19
Transitional housing	21.05%	4	21.05%	4	15.79%	3	26.32%	5	15.79%	3	19
Emergency shelters	26.32%	5	26.32%	5	21.05%	4	15.79%	3	10.53%	2	19
Permanent supportive housing, such as subsidized housing that offers	15.79%	3	36.84%	7	26.32%	5	15.79%	3	5.26%	1	19
Other (please specify)											1
											19
											0

Answered
Skipped

Q7. Please rate the need for the following COMMUNITY AND PUBLIC FACILITIES in West Covina:

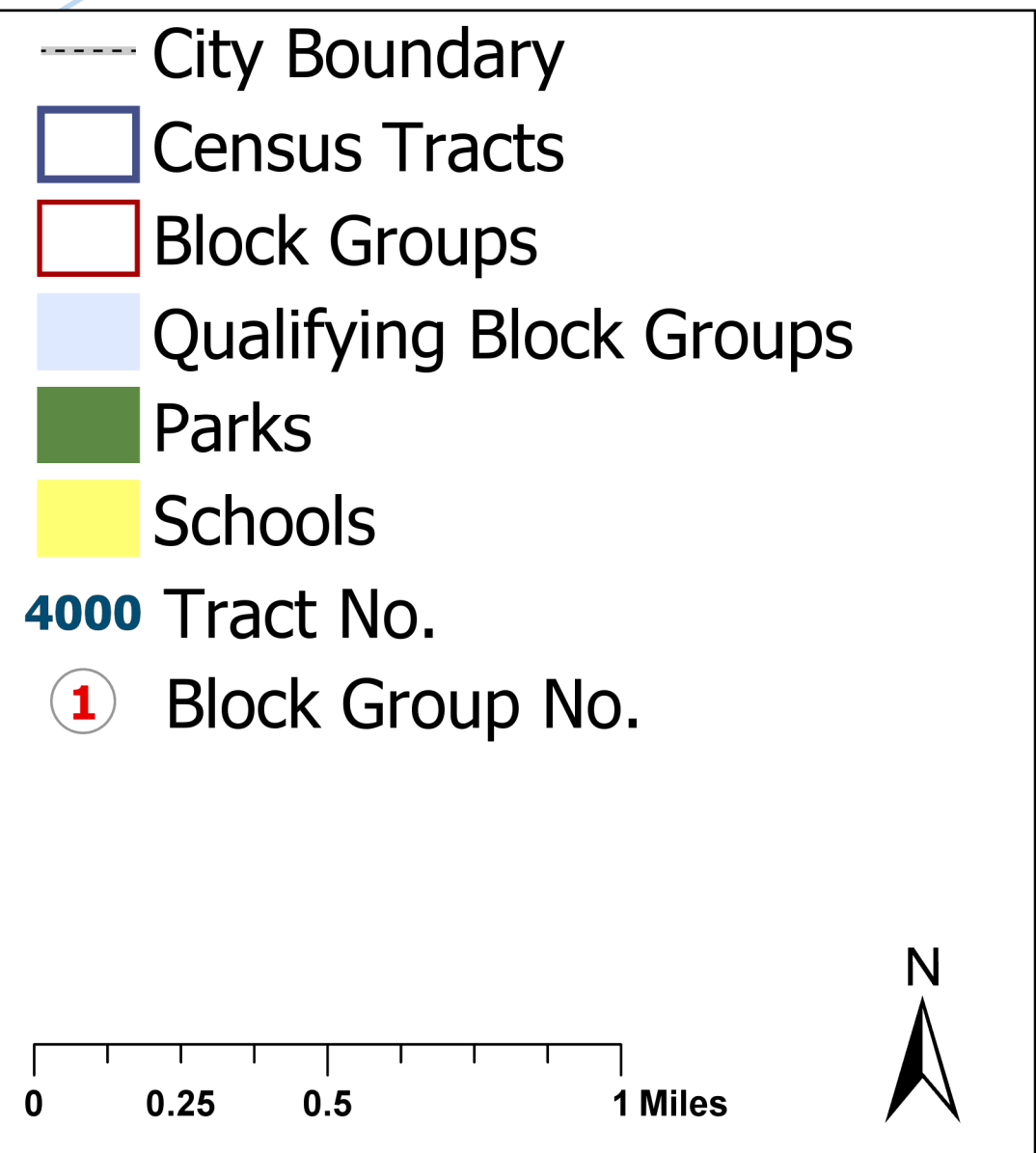
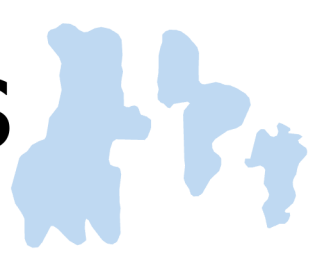
	High Need	Medium Need	Low Need	No Need	Don't Know	Total
Senior centers	16.67%	3	12	2	0	18
Youth centers	17.65%	3	11	2	0	17
Community centers	22.22%	4	13	0	0	18
Parks and recreational facilities	61.11%	11	5	1	0	18
Childcare facilities	16.67%	3	44.44%	1	22.22%	18
Residential treatment centers	5.56%	1	38.89%	2	16.67%	18
Public buildings with improved accessibility	5.56%	1	61.11%	3	0.00%	18
Homeless shelters	27.78%	5	22.22%	3	0.00%	18
Facilities for persons living with AIDS	5.56%	1	11.11%	5	22.22%	18
Facilities for abused/neglected children	16.67%	3	44.44%	4	11.11%	18
Other (please specify)						0
						18
						1

Q8. Please rate the need for the following COMMUNITY AND PUBLIC SERVICES in West Covina:

	High Need	Medium Need	Low Need	No Need	Don't Know	Total
Children afterschool/summer camp programs & services	55.56%	10	5	1	1	18
Childcare services and facilities	44.44%	8	7	1	0	18
Counseling/emotional support services	33.33%	6	8	1	0	18
Disaster and emergency preparedness services	61.11%	11	5	2	0	18
Drug/alcohol abuse treatment/counseling	11.11%	2	9	4	3	18
Food services for residents with special needs	16.67%	3	22.22%	1	0	18
Workforce/skills training and/or job placement	33.33%	6	9	0	0	18
Low-cost transportation services (taxi coupons and Dial-A-Ride)	22.22%	4	8	1	0	18
Neighborhood crime prevention programs	77.78%	14	3	0	0	18
Park and recreation programs	61.11%	11	3	0	0	18
Programs for at-risk youth	38.89%	7	6	0	0	18
Homeless counseling/outreach services	38.89%	7	9	0	0	18
Affordable legal services	44.44%	8	6	3	0	18
Health care services & facilities	50.00%	9	5	0	0	18
Domestic violence counseling	16.67%	3	66.67%	1	0	18
Other (please specify)						0
						18
						1

CDBG Project Areas

Block Groups



**FY 2020-2021 CDBG PUBLIC SERVICE PROJECT APPLICANTS
DESCRIPTIONS**

Note: Descriptions shown in *italics* were taken from the applications of the respective service providers in which they respond to the question, “Describe your program (purpose, goal, etc.).” While other activities may be carried out by the provider, comments relative to the CDBG-funded activity are excerpted.

- 1. Senior Meals Program - City of West Covina:** *The senior meals program serves meals in a congregate setting at the West Covina Senior Center 5 days a week. Meals served under the program must provide at least 1/3 of the recommended dietary allowances. Staff meets on a monthly basis with a County dietician to ensure this objective is met for participants. The seniors are receiving an estimated 40-50% of required nutrients from the meals provided by the program. Annually, the program serves over 35,000 meals to the seniors in the community. The program provides these meals to seniors at a suggested donation of \$2.00. Participants are encouraged to donate what they can regardless of the amount. In previous years, the program has been recognized by the Los Angeles County Local Area on Aging as a distinguished site recipient.*
- 2. Domestic Violence Victim Advocate – West Covina Police Department:** *The City's Victim Advocate is partially funded from CDBG, and is responsible for following up with victims of all domestic violence cases that occur in West Covina, as well as some other crimes involving children and domestic situations. The Victim Advocate guides domestic violence victims through the criminal justice and social service networks. An independent evaluation conducted by Cal State Los Angeles validated the work, citing this as the most useful service offered to domestic violence victims at the Police Department. The Victim Advocate serves as the liaison to County Adult Protective Services, the Domestic Violence Council, and other agencies and service networks. This project is a public service eligible for CDBG funding under 24 CFR §570.201(e). Service amounts vary somewhat from year to year due to crime trends (beyond the Police Department's control).*
- 3. Careship - City of West Covina:** *The Careship program's primary purpose is to assist moderate to low-income West Covina residents who are working or attending school with the cost of childcare. Only children of West Covina residents enrolled full-time in a licensed childcare facility will be considered for the program. The number of participants is limited to two per family for a maximum of two years. A new and separate Application is required prior to each session plus the backup documentation.*
- 4. Housing Rights Center:** *Since the establishment of the Federal Fair Housing Act in 1968, promoting equal access to housing has been a priority for the federal, state, and local governments. The Housing Rights Center ("HRC") proposes to further these interests by providing the City of West Covina with fair housing and landlord/tenant services. Through the Fair Housing Program, the HRC will actively support and promote*

freedom of residence to the end that all West Covina residents have the opportunity to secure the housing they desire and can afford, without discrimination based on their race, color, religion, gender, sexual orientation, national origin, familial status, marital status, disability, ancestry, age, source of income or other characteristics protected by law. A component of this program includes addressing problems that arise between landlords and tenants, (e.g., payment of rent, lease agreements, and habitability), which are often intertwined with issues of discrimination. HRC will offer West Covina residents services from our four program areas, (1) Discrimination Complaint Investigation, (2) Landlord/Tenant Counseling, (3) Education and Outreach, and (4) Legal Services.

- 5. Action Food Pantry:** *ACTION Food Pantry's purpose is hunger relief. Our goal is to provide food for the increasing number of needy in our community. The Pantry provides groceries, which are both purchased and donated. Volunteers pick up, unload, and sort the food into nutritionally balanced packages. Over 100 families are served each week. Proof of income and residency is requested. Clients are registered and the number of visits is recorded. With the resources we have available, we provide enough groceries for five days at each visit. Seniors and disabled persons receive food twice a month, the homeless once a week, and other families once a month. Unlike some organizations, which have time limits, we allow clients as much time as they need to participate in the program. ACTION actively seeks monetary and food donations to supplement grant funds. We are now open Monday evenings from 4pm to 7pm and Thursdays from 10am to 1pm. Seniors and disabled clients can receive food twice a month, homeless once a week, and low-income families once a month.*
- 6. ESGV Coalition for the Homeless - Emergency Food and Shelter:** *The East San Gabriel Valley Coalition for the Homeless (ESGVCH) is a non-profit 501(c)3 charitable organization, incorporated since 1994, which operates under a voluntary Board of Directors to directly aid people experiencing homelessness. ESGVCH believes that all are called to turn attention beyond themselves to assist those who suffer especially the poor, the hungry, and the homeless. It is, our mission to bring hope and restore dignity to those in need by providing shelter, alleviating hunger, assisting with basic daily needs assisting to regain housing, raising community awareness, and by working collaboratively with others to end hunger and homelessness. ESGVCH operates the Emergency Assistance Center (EAC) and provides walk-in emergency services to families and/or vulnerable individuals who are homeless. The Center is located in Hacienda Heights and is open daily, Monday through Friday, during the hours of 8:30 a.m. to 1:30 p.m. Each day EAC staff provides hot meals, sack lunches, clothing, hygiene kits, bus tokens, Foothill Transit passes, emergency shelter (motel voucher program) assistance, and referral services for those in need.*
- 7. Project 29:11:** *The Economic Relief Center provides resources that are not only designed to help provide economic and financial relief, but also to help individuals and families improve their quality of life and become self-sufficient members of their communities. The Food Bank which provides free food for individuals and/or families. The Food Bank is open Tuesday through Friday, and families may receive free food once*

a month. Many of our clients have been receiving food on a monthly basis for over a year. The food that is distributed may include but is not limited to fresh produce and/or vegetables; dairy products which may include milk, yogurt and ice cream; staples such as beans, rice and/or pasta; cereal, assorted bread items which may include cakes, cookies, pastries and bread; and assorted meat. The amount received is based upon the number of people in the household. Our records show that last year we were able to distribute over 635,927 pounds of food which provided food to feed nearly 17,650 people. We were able to distribute more than 36 pounds of food per client.

- 8. Assistance League of Covina Valley:** *The purpose of the program is to provide new school clothing, shoes, and school supplies to economically disadvantaged children and youth to help them stay in school and reach their fullest potential. The mission of our organization is to help break the cycle of poverty in our community by improving literacy and assisting students who have the greatest obstacles to overcome on their way to adulthood. Our goal is to give every young person an equal opportunity to attain more fulfilling and financially secure futures, regardless of present circumstances. Students are qualified and referred to us by school administrators in the West Covina, Covina, Azusa and Charter Oak Unified School Districts. Elementary school children are brought to our well-stocked clothing facility where they receive individual attention from our volunteer members. Each student is fitted with two polo shirts, two pairs of pants, six pair of socks, six pairs of underwear, a warm sweatshirt, a backpack with school supplies, and a family hygiene kit. In addition, each child is given a voucher with which to select several items of good quality used clothing from our adjacent Thrift Shop. We budget to cloth 1,000 children each year. In partnership with a local department store we provide new school clothing, shoes, and school supplies to middle school and high school students who qualify as homeless. Each student received an allocation of \$125 from our organization, plus a store discount, and selects his/her own items with assistance from parents/guardians, ALCV members and store personnel. Operation School Bell also clothes clients brought to use from the WINGS shelter for abuse victims. Children are given new clothing and adults are given vouchers with which to select items of clothing from our Thrift Shop.*
- 9. Shepherd's Pantry:** *Shepherd's Pantry has been in operation for over 20 years and served thousands of families with food, resource counseling and emotional support. Our goal is simple: Providing emergency food, resource and emotional support to families in need during times of crisis. Shepherd's Pantry has a reputation for helping guide individuals through the changes needed to fix their problems. While we provide such things as resources for social services, employment or medical support, we primarily provide the family with food to take away the anxiety of not being able to provide for the family's needs. Although our food program is geared to help prevent homelessness, we provide food and resources specific to the needs of our homeless community. Helping those in need is our primary purpose as a community organization.*
- 10. YWCA of San Gabriel Valley - Senior Citizens Assistance Program (SCAP):** *The goal of the YWCA SCAP (Case Management and Information & Referral/Assistance Services) is to connect seniors with a broad array of services that enable them to remain*

in their homes for as long as possible. These services include but are not limited to: Access to services such as transportation, case management, information and assistance; and in-home services such as personal care, chore, and homemaker assistance; Community services such as legal services, mental health services, and adult day care; Community education and related programming that help to coordinate and integrate services for seniors such as health screening, exercise/health programs, etc. BSW Case Managers will provide 8 hours of on-site service at the West Covina Senior Center and an average of 4 hours services off-site in clients' homes. The YWCA San Gabriel Valley Senior Services' model of providing effective Case Management and Information and Referral/Assistance (I & RIA) Services is based on the concept of linking clients to a culturally competent, locally accessible and cost-effective integrated continuum of supportive services. In addition, our agency has proven its ability to respond in a timely manner to client's requests for service, and within several hours if the request is urgent.

- 11. YWCA of San Gabriel Valley - Meals on Wheels:** *The Meals on Wheels program provides elderly and/or disabled homebound residents of the City of West Covina with two nutritious meals Monday through Friday, excluding holidays. The service allows our clients, all of whom are unable to purchase groceries and/or prepare meals, to continue to enrich their lives and live in their own homes with independence, quality of life and dignity. A major issue faced by the elderly and/or disabled in our communities is the need for supportive services that help them maintain a stable or thriving level of living. Services such as Meals on Wheels function as a safety net for people living in precarious situations because of poverty and declining health. The value of proactive support services like Meals on Wheels is that they prevent or significantly delay the institutionalization that the vast majority of disabled and/or older people fear and emphatically do not want.*

RESOLUTION NO. 2021-20

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, ADOPTING A BUDGET AMENDMENT FOR THE FISCAL YEAR COMMENCING JULY 1, 2020 AND ENDING JUNE 30, 2021 (CDBG CONPLAN)

WHEREAS, the City Manager, on or about June 23, 2020, submitted to the City Council a proposed budget for the appropriation and expenditure of funds for the City for West Covina for Fiscal Year 2020-21; and

WHEREAS, following duly given notice and prior to budget adoption, the City Council held public meetings, considered and evaluated all comments, and adopted a budget for the fiscal year commencing July 1, 2020 and ending June 30, 2021; and

WHEREAS, amendments must periodically be made to the budget to conform to changed circumstances following adoption of the budget.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. The City Council hereby approves Budget Amendment No. 038, attached hereto as Exhibit A, related to Fiscal Year 2020-21.

SECTION 2. The City Clerk shall certify to the adoption of this resolution and shall enter the same in the book of original resolutions and it shall become effective immediately.

APPROVED AND ADOPTED this 6th day of April, 2021.

Letty Lopez-Viado
Mayor

APPROVED AS TO FORM

ATTEST

Thomas P. Duarte
City Attorney

Lisa Sherrick
Assistant City Clerk

I, LISA SHERRICK, Assistant City Clerk of the City of West Covina, California, do hereby certify that the foregoing Resolution No. 2021-20 was duly adopted by the City Council of the City of West Covina, California, at a regular meeting thereof held on the 6th day of April, 2021, by the following vote of the City Council:

AYES:

NOES:

ABSENT:

ABSTAIN:

Lisa Sherrick
Assistant City Clerk

EXHIBIT A
BUDGET AMENDMENT



AGENDA STAFF REPORT

City of West Covina | Office of the City Manager

DATE: April 6, 2021

TO: Mayor and City Council

FROM: David Carmany
City Manager

SUBJECT: CONSIDERATION OF ORDINANCES RELATED TO ESTABLISHING LOCAL HEALTH DEPARTMENT

RECOMMENDATION:

It is recommended that the City Council:

1. Conduct the public hearing; and
2. At the conclusion of the public hearing, consider adoption of the following ordinances:

ORDINANCE NO. 2478 - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, AMENDING SECTION 2-236 (EXEMPT POSITIONS) OF DIVISION 3 (PERSONNEL SYSTEM) OF ARTICLE V (EMPLOYEES) OF CHAPTER 2 (ADMINISTRATION) OF THE WEST COVINA MUNICIPAL CODE

ORDINANCE NO. 2479 - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, REPEALING AND REPLACING ARTICLE II (HEALTH CODE) OF CHAPTER 13 (HEALTH AND SANITATION) OF THE WEST COVINA MUNICIPAL CODE TO ADOPT BY REFERENCE DIVISION 1 (PUBLIC HEALTH) OF TITLE 11 (HEALTH AND SAFETY), INCLUDING THE RULES AND REGULATIONS APPENDED THERETO, AND DIVISION 1 (PUBLIC HEALTH LICENSES) OF TITLE 8 (CONSUMER PROTECTION, BUSINESS AND WAGE REGULATIONS) OF THE LOS ANGELES COUNTY CODE

BACKGROUND:

The City of West Covina currently receives its public health services through the Los Angeles County Department of Public Health (County Health Department). In 1936, the City of West Covina adopted Resolution No. 2, consenting to the enforcement of all orders, quarantine regulations and rules prescribed by the State Board of Health, of all statutes relating to public health and to vital statistics by the County of Los Angeles (County) Health Officer within West Covina limits. In 1963, West Covina entered into its current Health Services Agreement (Agreement) with the County. Pursuant to the Agreement, the County provides health department services, including the enforcement of all ordinances relating to health and sanitation, inspections and related functions. The City's Health Code, which adopts by reference the County's Public Health Code, is set forth in Article II (Health Code) of Chapter 13 (Health and Sanitation) of the West Covina Municipal Code.

On March 4, 2020, Governor Newsom proclaimed a state of emergency to exist in the State of California in response to the COVID-19 outbreak. Since the state of emergency was declared, Governor Newsom along with the County Health Department have imposed health orders aimed at curbing the spread of the virus. While well intended, the health orders at times have had no data or scientific evidence to support the mandated orders. In addition, the pandemic has impacted communities differently throughout Los Angeles County. Los Angeles County is one of the largest counties in the nation at 4,084 square miles, and has the largest population in the nation, with nearly 10 million residents, who account for 27% of California's population. The combination of the County's vast geographic area with the significant population size make it difficult to address the specific needs of communities that are impacted differently by the pandemic with one-size-fits-all policies. Each community and region within the County have had drastically different case rates and hospitalization numbers. West Covina has had relatively low infection rates compared to the Countywide rates even during the times the pandemic was surging in the County.

On December 1, 2020, in response to complaints from residents and the business community and a desire to provide a more appropriate response to the pandemic based on West Covina's data, the West Covina City Council directed staff to explore methods to improve local public health – including alternatives to the County Health Department.

On December 9, 2020, the City engaged Valley Physicians Medical Group, through Dr. P. Basil Vasantachart, MD, to provide consulting services relating to evaluating options for establishing a local health department.

On February 23, 2021, the City Council adopted Resolution 2021-15 and Urgency Ordinance No. 2476, terminating the Los Angeles County Health Officer services identified in Health and Safety Code section 101375. Staff submitted certified copies to the County by the March 1, 2021 deadline (Attachment No. 3). The termination will be effective July 1, 2021.

To terminate the County's services, the City is required to provide notice of termination of the Health Services Agreement at least 30 days prior to the end of the fiscal year, or by May 31, 2021. The City received a letter dated February 23, 2021 from the County Health Department stating the County Health Department will continue to serve West Covina in its current capacity (Attachment No. 4). The City intends for services paid for by local property taxes continue to benefit the community.

On March 16, 2021, the City Council introduced Ordinance No. 2478 and Ordinance No. 2479, and set the date for the public hearing regarding Ordinance No. 2479 for this evening.

DISCUSSION:

To move forward with separating health services from the County Health Department and establishing a West Covina Health Department, several actions must occur. This agenda item presents two ordinances for the City Council's consideration; 1) the adoption of an ordinance relating to establishing a Public Health Director position for the City of West Covina and 2) the adoption of the Los Angeles County Health Code by reference.

Ordinance No. 2478 - Health Director Position

Ordinance No. 2478 would create a Public Health Director position within the City. The Public Health Director will serve as the City's Health Officer. Local health directors have duties and powers that come from multiple sources of law. Duties typically include administration, enforcement of public health laws, communicable disease control, and education. To establish such position, Section 2-236 of the West Covina Municipal Code would need to be amended to include the Public Health Director as an exempt position (like the City Manager and Department Head positions). If the proposed ordinance to amend Section 2-236 is adopted, next steps will include creation the position (including job description and salary range) through action of the City's Human Resources Commission.

Ordinance 2479 - County Health Code Provisions

The California Government Code (section 50022.1 et seq.) sets forth the requirements for adopting another ordinance or code by reference. Pursuant to such requirements, after first reading of the title of the adopting ordinance, the City Council is required to schedule a public hearing. The City Council introduced Ordinance No. 2479 at the March 16, 2021 City Council meeting and set the date of the public hearing for April 6, 2021. In accordance with the requirements of Government Code section 50022.1 et seq., notice of the public hearing was

published in the San Gabriel Valley Tribune on Monday, March 22, 2021 and on Monday, March 29, 2021. The notice was also published on the City's website.

The City has not updated the Health Code since 1975. The City's current Health Code, which adopts by reference the County's Public Health Code, is set forth in Article II (Health Code) of Chapter 13 (Health and Sanitation) of the West Covina Municipal Code. In order to maintain consistency in the public health regulations that are applicable within West Covina, the City Council would need to continue to adopt the County's Health Code by reference. The proposed ordinance repeals and replaces the existing provisions of Article II of Chapter 13 and adopts by reference Division 1 (Health Code) of Title 11 (Health and Safety) of the County's Code, including the Rules and Regulations that are appended to Division 1, and Division 1 (Public Health Licenses) of Title 8 (Consumer Protection, Business and Wage Regulations) of the County's Code relating to public health licenses. The provisions that will be adopted are included as Attachment No. 5. A certified copy of the provisions that will be adopted has been on file with the City Clerk's Office and available for public inspection since at least 15 days prior to this hearing and will remain on file with the City Clerk's Office while the ordinance is in effect, as required by Government Code section 50022.6.

The proposed ordinance adopts the entirety of the County's provisions and only includes minor amendments to the County's Code relating to penalties and fees, which cannot be adopted by reference. Deletions or additions to the provisions of the County's Code would be handled through future amendments to the County's Code. Once staff, in consultation with Dr. Vassantachart, determines the structure of the City's Health Department and the services that will be provided by the City's Health Department, such amendments will be presented to the City Council for consideration.

Dr. Vassantachart and staff are continuing to work on developing a framework for West Covina's health department. Staff is creating a road map of realistic and pragmatic implementation steps. As the short, mid, and long-term plans are developed, they must fit the new model to the old. Staff will provide updates and come back for further direction/action from the City Council.

At the conclusion of the public hearing, the City Council will conduct the second readings for and consider adoption of Ordinance No. 2478 and Ordinance No. 2479. Both ordinances will take effect on the 31st day after their adoption, which is on or about May 7, 2021. Section 1 of Ordinance No. 2479, which repeals and replaces the Health Code, will amend the Municipal Code on July 1, 2021.

LEGAL REVIEW:

The City Attorney's Office has reviewed the proposed ordinances and approved them as to form.

OPTIONS:

The options available to the City Council are as follows:

- Approva staff's recommendation; or
- Provide alternative direction.

Prepared by: Paulina Morales, Acting Assistant City Manager

Attachments

Attachment No. 1 - Ordinance No. 2478

Attachment No. 2 - Ordinance No. 2479

Attachment No. 3 - Letter to County Terminating Health Officer

Attachment No. 4 - County Letter to City dated February 23, 2021

Attachment No. 5 - County Health Code Provisions

CITY COUNCIL GOALS & OBJECTIVES: Enhance the City Image and Effectiveness
Protect Public Safety
Respond to the Global COVID-19 Pandemic

ORDINANCE NO. 2478

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, AMENDING SECTION 2-236 (EXEMPT POSITIONS) OF DIVISION 3 (PERSONNEL SYSTEM) OF ARTICLE V (EMPLOYEES) OF CHAPTER 2 (ADMINISTRATION) OF THE WEST COVINA MUNICIPAL CODE

WHEREAS, Section 2-236 (Exempt positions) of Division 3 (Personnel System) of Article V (Employees) of Chapter 2 (Administration) of the West Covina Municipal Code provides that the provisions of Division 3, the classification and salary resolution and the personnel rules shall apply to all offices, employments, and positions in the City except for those specified within Section 2-236; and

WHEREAS, the City desires to amend Section 2-236 to add additional exempt positions in connection with the City's establishment of a local health department and to remove positions that are no longer applicable; and

WHEREAS, all legal prerequisites prior to the adoption of this Ordinance have occurred.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1. Amendment to Article V of Chapter 2. Section 2-236 (Exempt positions) of Division 3 (Personnel System) of Article V (Employees) of Chapter 2 (Administration) of the West Covina Municipal Code to is hereby amended to read as follows:

Sec. 2-236. – Exempt positions.

The provisions of this division, the classification and salary resolution and the personnel rules shall apply to all offices, employments and positions in the service of the city except the following:

- (a) Elective offices;
- (b) Members of appointive boards, commissions and committees;
- (c) City manager and assistant city manager;
- (d) City attorney;
- (e) Building and safety director;
- (f) Controller;
- (g) City engineer and assistant city engineer;
- (h) Public health director;
- (i) Administrative accountant, administrative assistant, administrative analyst, administrative analyst (Jr.) and administrative clerk;
- (j) Personnel officer;
- (k) Public services director;
- (l) Administrative secretary;
- (m) Police chief and deputy police chief;

- (n) Cadets (police department);
- (o) Fire chief;
- (p) Planning director and assistant planning director;
- (q) Communications director;
- (r) Recreation and parks director and assistant recreation and parks director;
- (s) Special services officer;
- (t) Street maintenance superintendent;
- (u) Persons engaged under contract to supply expert, professional, or technical services for a definite period of time;
- (v) Volunteer personnel who receive no regular compensation from the city;
- (w) Any new position hereafter created of the department head, assistant department head, or staff level, if it is specified as exempt by the city council at the time of creation;
- (x) Regular city officers and employees who are assigned to perform duties for the West Covina Successor Agency.

SECTION 2. Environmental Compliance. The City Council hereby finds that it can be seen with certainty that there is no possibility the adoption and implementation of this Ordinance may have a significant effect on the environment. The Ordinance is therefore exempt from the environmental review requirements of the California Environmental Quality Act pursuant to Section 15061(b)(3) of Title 14 of the California Code of Regulations.

SECTION 3. Severability. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council of the City of West Covina hereby declares that it would have adopted this Ordinance and each section, subsection, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases or portions be declared invalid or unconstitutional.

SECTION 4. Effective Date. This Ordinance shall take effect thirty (30) days after its final passage.

SECTION 5. Certification. The City Clerk shall certify to the passage and adoption of this Ordinance and shall cause the same to be published or posted in the manner required by law.

PASSED, APPROVED AND ADOPTED on the 6th day of April, 2021.

Letty Lopez-Viado
Mayor

APPROVED AS TO FORM

ATTEST

Thomas P. Duarte
City Attorney

Lisa Sherrick
Assistant City Clerk

I, LISA SHERRICK, ASSISTANT CITY CLERK of the City of West Covina, California, do hereby certify that the foregoing Ordinance No. 2478 was introduced at a regular meeting of the City Council held on the 16th day of March, 2021, and adopted at a regular meeting of the City Council held on the 6th day of April, 2021, by the following vote of the City Council:

AYES:

NOES:

ABSENT:

ABSTAIN:

Lisa Sherrick
Assistant City Clerk

ORDINANCE NO. 2479

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, REPEALING AND REPLACING ARTICLE II (HEALTH CODE) OF CHAPTER 13 (HEALTH AND SANITATION) OF THE WEST COVINA MUNICIPAL CODE TO ADOPT BY REFERENCE DIVISION 1 (PUBLIC HEALTH) OF TITLE 11 (HEALTH AND SAFETY), INCLUDING THE RULES AND REGULATIONS APPENDED THERETO, AND DIVISION 1 (PUBLIC HEALTH LICENSES) OF TITLE 8 (CONSUMER PROTECTION, BUSINESS AND WAGE REGULATIONS) OF THE LOS ANGELES COUNTY CODE

WHEREAS, the Los Angeles County Department of Public Health has historically provided public health services to the City of West Covina; and

WHEREAS, in connection with the County's provision of public health services, the City of West Covina previously adopted by reference the Public Health Code of the County of Los Angeles as Article II (Health Code) of Chapter 13 (Health and Sanitation) of the West Covina Municipal Code; and

WHEREAS, most provisions of Article II of Chapter 13 have not been updated in several decades; and

WHEREAS, the West Covina City Council desires to establish a local health department to establish local control over public health issues and better serve the community; and

WHEREAS, to maintain consistency regarding the regulations applicable to public health within West Covina, the City Council desires to continue to utilize the County's Health Code as the City's Health Code, with certain amendments; and

WHEREAS, the City Council desires to repeal and replace the existing provisions of Article II of Chapter 13 of the West Covina Municipal Code and adopt by reference Division 1 (Public Health) of Title 11 (Health and Safety) of the Los Angeles County Code, including the Rules and Regulations appended thereto in accordance with Section 11.02.160 of said Code, in order to ensure the City's public health regulations are up to date; and

WHEREAS, the City Council further desires to adopt by reference Division 1 (Public Health Licenses) of Title 8 (Consumer Protection, Business and Wage Regulations) to establish a public health license and public health permit system that is consistent with the County's system; and

WHEREAS, the City desires that the West Covina Municipal Code language be revised effective July 1, 2021; and

WHEREAS, this Ordinance is being adopted in accordance with the provisions of Government Code section 50022.1 *et seq.*; and

WHEREAS, the City Council conducted a public hearing regarding the adoption of this Ordinance on April 6, 2021; and

WHEREAS, all legal prerequisites prior to the adoption of this Ordinance have occurred.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1. Repeal and Replacement of Article II of Chapter 13. Article II (Health Code) of Chapter 13 (Health and Sanitation) of the West Covina Municipal Code is hereby repealed and replaced as follows:

ARTICLE II. – HEALTH CODE

Sec. 13-20. – Title.

This article shall be known as the West Covina Health Code.

Sec. 13-21. – Purpose.

It is the intent of this article to provide regulations and standards for certain operations, enterprises or activities which, if not regulated, may adversely affect the public health. It is further the intent to provide regulations and standards that equal or exceed all applicable state laws. It is declared that if this article's provisions do not encompass all of the statutes or state regulations, that such statutes and regulations are included and required for conformance as a part of this article. These regulations and standards are established to provide a healthful community living and working environment; to reduce conditions favorable to the harboring and breeding of insects, rodents and other vermin; to prevent the spread of disease and related human discomfort; to reduce the hazards of fire; and to prevent unsightliness which may result in the depreciation of property values and interfere with the comfortable enjoyment of life.

Sec. 13-22. – Adoption of county health code and licensing provisions.

Subject to the amendments, deletions, and additions set forth in this article, the provisions of Division 1 (Health Code) of Title 11 (Health and Safety) of the Los Angeles County Code, including the rules and regulations appended thereto in accordance with Section 11.02.160 of said Code, and the provisions of Division 1 (Public Health Licenses) of Title 8 (Consumer Protection, Business and Wage Regulations) of the Los Angeles County Code, are adopted by reference as the West Covina Health Code.

A certified copy of Division 1 of Title 11 of the Los Angeles County Code as adopted by the city, including the rules and regulations appended thereto, and of Division 1 of Title 8 of the Los

Angeles County Code as adopted by the city, shall be kept on file and available for public inspection during normal business hours in the office of the city clerk.

Sec. 13-23. – Interpretation.

The following rules shall govern the interpretation of the provisions of this article and of the provisions adopted by reference herein, including the related rules and regulations:

- (a) As used herein, “County Health Code” refers to Division 1 of Title 11 and Division 1 of Title 8 of the Los Angeles County Code, as adopted and amended in this article.
- (b) Unless the context otherwise requires, whenever the word “county” appears in the County Health Code, it shall be interpreted and deemed to mean “city.”
- (c) Unless the context otherwise requires, whenever the word “Los Angeles” appears in the County Health Code, it shall be interpreted and deemed to mean “West Covina.”
- (d) Unless the context otherwise requires, whenever the phrases “county health officer” or “director” appear in the County Health Code, they shall be interpreted and deemed to mean the director of the city’s health department.
- (e) The provisions of the County Health Code and of the West Covina Municipal Code shall be construed so as to supplement one another. If any apparently conflicting or inconsistent provisions may not reasonably be so construed, the provisions of the West Covina Municipal Code shall prevail.
- (f) The definition or regulation of any activity, condition, or structure in the County Health Code shall not be interpreted or deemed to allow the conduct of any such activity, or the construction or maintenance of any such condition or structure, as may be otherwise prohibited or restricted by any other laws of the city heretofore or hereafter adopted.

Sec. 13-24. – Numbering of code.

To provide consistency between this article and the provisions of the Los Angeles County Code adopted herein, the actual section of the Los Angeles County Code shall be retained in this article and shall be preceded by the prefix 13-20-1. For example, a violation of the posting requirements for letter grades, Section 8.04.752 of the Los Angeles County Code, shall be cited as a violation of this Code, Section 13-20-1-8.04.752.

Sec. 13-25. – Amendments to County Health Code.

The County Health Code, as adopted by Section 13-22 of this article, is amended as follows:

- (a) Section 8.04.720 of the County Health Code is amended to reflect the city’s fee schedule, as adopted by resolution of the city council and as amended from time to time.

- (b) Section 8.04.728 is amended to reflect the city's service charges, as adopted by resolution of the city council and as amended from time to time.

Sec. 13-26. – Penalties for violation.

(a) Criminal penalties.

1. General. Violation of any of the provisions of this article or the County Health Code adopted by reference herein is a misdemeanor punishable by a fine of not more than \$1,000.00, or by imprisonment in the county jail for not more than six months, or by both such fine and imprisonment.
2. Operating without a public health license or permit. Violation of Section 8.04.932 of the County Health Code is a misdemeanor punishable by fine of not more than \$1,000.00, or by imprisonment in the county jail for a period not exceeding six months, or by both such fine and imprisonment.
3. Violation of health officer orders. Violation of any rule, regulation, order or directive prescribed by the health officer, after notice, is a misdemeanor punishable by a fine of not more than \$1,000.00, or by imprisonment in the county jail for not more than six months, or by both such fine and imprisonment.
4. Continuing violations. Each day during any portion of which any violation of any provision of this article or the County Health Code is committed, continued or permitted shall constitute a separate offense.

(b) Administrative penalties.

1. General. Violation of any of the provisions of this article or the County Health Code adopted by reference herein may be punished as a criminal offense or by the issuance of an administrative citation in accordance with article X of chapter 15 of this Code. The administrative fines shall be in the amounts set forth in article X of chapter 15 of this Code, or such greater fine amounts as authorized by California law. In the event of an inconsistency between the authorized amount of such fines pursuant to article X of chapter 15 and of those authorized by California law, the greater fine amount may be imposed.
2. Operating without a public health license or permit. Violation of Section 8.04.932 of the County Health Code may be punished as a criminal offense or by the issuance of an administrative citation in accordance with article X of chapter 15 of this Code.
3. Violation of health officer orders. Violation of any rule, regulation, order or directive prescribed by the health officer, after notice, may be punished as a criminal offense or by the issuance of an administrative citation in accordance with article X of chapter 15 of this Code.

Sec. 13-27. – Penalties for late fee payments.

If any fee required by this article or by the County Health Code adopted by reference herein is not paid prior to the delinquency date, in addition to such fee, the licensee or permittee shall pay a penalty equal to 25 percent (25%) of the fee or fifty dollars (\$50.00), whichever is greater, plus an additional amount equal to one and one-half percent (1.5%) of the license or permit fee owed for each month the fee plus penalties remain delinquent, commencing the first day of the first calendar month that begins at least sixty (60) days after the delinquency date.

- (a) If the fee and penalty as described in subsection (a) is not paid within ninety (90) days after the delinquency date, a certificate of lien may be recorded against the licensee or permittee as authorized by Section 101345 of the California Health and Safety Code.
- (b) Upon recordation of a certificate of lien described herein, an additional penalty fee of fifteen dollars (\$15.00) shall be paid by the licensee or permittee.

SECTION 2. Environmental Compliance. The City Council hereby finds that it can be seen with certainty that there is no possibility the adoption and implementation of this Ordinance may have a significant effect on the environment because it generally maintains the status quo, and is merely a mechanism to change which entity enforces applicable law. The Ordinance is therefore exempt from the environmental review requirements of the California Environmental Quality Act pursuant to Section 15061(b)(3) of Title 14 of the California Code of Regulations.

SECTION 3. Severability. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council of the City of West Covina hereby declares that it would have adopted this Ordinance and each section, subsection, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases or portions be declared invalid or unconstitutional.

SECTION 4. Effective Date. This Ordinance shall take effect thirty (30) days after its final passage. Section 1 of this Ordinance, which repeals and replaces Article II of Chapter 13 of the West Covina Municipal Code, shall amend the West Covina Municipal Code on July 1, 2021.

SECTION 5. Certification. The City Clerk shall certify to the passage and adoption of this Ordinance and shall cause the same to be published or posted in the manner required by law.

PASSED, APPROVED AND ADOPTED on the 6th day of April, 2021.

Letty Lopez-Viado
Mayor

APPROVED AS TO FORM

ATTEST

Thomas P. Duarte
City Attorney

Lisa Sherrick
Assistant City Clerk

I, LISA SHERRICK, ASSISTANT CITY CLERK of the City of West Covina, California, do hereby certify that the foregoing Ordinance No. 2479 was introduced at a regular meeting of the City Council held on the 16th day of March, 2021, and adopted at a regular meeting of the City Council held on the 6th day of April, 2021, by the following vote of the City Council:

AYES:

NOES:

ABSENT:

ABSTAIN:

Lisa Sherrick
Assistant City Clerk



Office of the Mayor

February 25, 2021

Los Angeles County Board of Supervisors
Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012
Attn: Celia Zavala, Clerk/Executive Officer

Re: Termination of Health Officer Services Provided Pursuant to Health and Safety Code section 101375

Dear Ms. Zavala:

In accordance with Health and Safety Code section 101380, enclosed please find certified copies of the City of West Covina's resolution and ordinance to terminate the Los Angeles County Health Officer's services provided pursuant to Health and Safety Code section 101375.

The resolution and ordinance are titled as follows:

RESOLUTION NO. 2021-15 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, TERMINATING THE LOS ANGELES COUNTY HEALTH OFFICER'S SERVICES RELATING TO ORDERS AND QUARANTINE REGULATIONS PRESCRIBED BY THE STATE DEPARTMENT OF PUBLIC HEALTH, OTHER REGULATIONS ISSUED UNDER THE HEALTH AND SAFETY CODE AND STATUTES RELATING TO THE PUBLIC HEALTH

URGENCY ORDINANCE NO. 2476 - AN URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, TERMINATING THE LOS ANGELES COUNTY HEALTH OFFICER'S SERVICES RELATING TO ORDERS AND QUARANTINE REGULATIONS PRESCRIBED BY THE STATE DEPARTMENT OF PUBLIC HEALTH, OTHER REGULATIONS ISSUED UNDER THE HEALTH AND SAFETY CODE AND STATUTES RELATING TO THE PUBLIC HEALTH

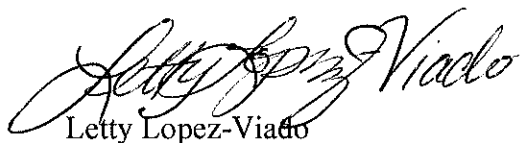
Pursuant to Health and Safety Code section 101380, certified copies of the resolution and ordinance of termination are being served on you on or before March 1, 2021 and the termination will be effective on July 1, 2021.

Like the only other municipal public health departments recognized by the State of California, Long Beach, Pasadena, and Berkeley, the City will appoint its own health officer and provide sufficient infrastructure to operate a local health jurisdiction. State mandated public health operations, based on 17CCR ss 1276, include: Public Health Statistics (recording of birth and death certificates); Communicable disease control; medical and nursing services to promote maternal and child health; environmental health and sanitation services; laboratory services, and nutrition, chronic disease, social factors affecting health, public health nursing services, and occupational health services. Per State law, once appointed, a city health officer must enforce and observe all orders, quarantine and other regulations concerning public health prescribed by the State Public Health Officer.

As the West Covina City Council has voted to create its own city public health department, we request that County Public Health be ready to work with the City to transfer all the duties of a local public health jurisdiction. The County Public Health Officer has indicated that until that transition is complete, and the City's public health department is recognized by the State as a local public health jurisdiction, County Public Health will continue to serve this council and the residents of West Covina in its current capacity.

Please contact me if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read 'Letty Lopez-Viado', written in a cursive style.

Letty Lopez-Viado
Mayor

Copy to: City Council

Enclosures: 1. Certified Copy of Resolution No. 2021-15
2. Certified Copy of Urgency Ordinance No. 2476

URGENCY ORDINANCE NO. 2476

**AN URGENCY ORDINANCE OF THE CITY COUNCIL OF
THE CITY OF WEST COVINA, CALIFORNIA,
TERMINATING THE LOS ANGELES COUNTY HEALTH
OFFICER'S SERVICES RELATING TO ORDERS AND
QUARANTINE REGULATIONS PRESCRIBED BY THE
STATE DEPARTMENT OF PUBLIC HEALTH, OTHER
REGULATIONS ISSUED UNDER THE HEALTH AND
SAFETY CODE AND STATUTES RELATING TO THE
PUBLIC HEALTH**

WHEREAS, Health and Safety Code section 101375 provides: "[w]hen the governing body of a city in the county consents by resolution or ordinance, the county health officer shall enforce and observe in the city all of the following: (a) [o]rders and quarantine regulations prescribed by the department and other regulations issued under this code [and] (b) [s]tatutes relating to the public health; and

WHEREAS, Health and Safety Code section 101380 provides: "[t]he resolution or ordinance shall be adopted and a certified copy served on the clerk of the board of supervisors on or before the first day of March of any year, and the services of the county health officer in the city shall commence on the first day of July following service of notice. The services shall continue indefinitely until the governing body of the city terminates them by adoption of a resolution and ordinance and service of a certified copy on the clerk of the board of supervisors on or before the first day of March of any subsequent year. The services of the county health officer shall terminate on the first day of July following service of notice"; and

WHEREAS, on February 26, 1936, the City of West Covina adopted Resolution No. 2, consenting to the enforcement within City limits all orders, quarantine regulations and rules prescribed by the State Board of Health and all statutes relating to public health and to vital statistics by the Health Officer of the County of Los Angeles; and

WHEREAS, the City of West Covina now desires to establish the City's own local health department in order to maintain local control over public health issues and better serve the community; and

WHEREAS, in accordance with Health and Safety Code section 101380, the City Council now desires to terminate the Los Angeles County Health Officer's services provided pursuant to Health and Safety Code section 101375; and

WHEREAS, Government Code section 36937 allows a city to adopt an ordinance to take effect immediately if the ordinance is necessary for the immediate preservation of the public peace, health or safety, contains a declaration of facts constituting the urgency, and is passed by a four-fifths (4/5) vote of the City Council; and

WHEREAS, the City Council believes that establishing the City's own local health department is necessary for the immediate preservation of the public peace, health and safety.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1. Recitals. The City Council finds that all of the recitals set forth herein are true and correct.

SECTION 2. Urgency Measure. The City Council hereby finds and determines that this Ordinance is an urgency measure necessary for the immediate preservation and protection of the public health, safety and welfare, and it shall take effect immediately upon adoption. The City Council finds that the following circumstances constitute such urgency: (1) the City Council desires to maintain local control over public health issues and better serve the community; (2) in order to maintain local control over public health issues and better serve the community, the City Council desires to establish the City's own local health department; (3) to establish a local health department, the City must terminate the services provided by the Los Angeles County Department of Public Health; (4) to terminate the services provided by the Los Angeles County Department of Public Health, namely those services provided pursuant to Health and Safety Code section 101375, the City is required, pursuant to Health and Safety Code section 101380, to adopt a resolution and ordinance and submit certified copies of said resolution and ordinance to the Clerk of the Los Angeles County Board of Supervisors on or before March 1, 2021 in order for termination of said services to be effective July 1, 2021; and (5) in order to meet the March 1, 2021 deadline, this Ordinance must take effect immediately.

SECTION 3. Termination of County Services. The City Council hereby terminates the Los Angeles County Health Officer's services provided pursuant to Health and Safety Code section 101375.

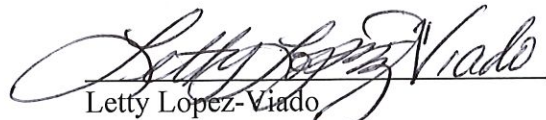
SECTION 4. Severability. If any section, subsection, clause or phrase or portion of this Ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of all other provisions of this Ordinance. The City Council of West Covina hereby declares that it would have passed this Ordinance, and each section, subsection, sentence, clause and phrase or portion thereof, irrespective of the fact that any one or more of the sections, subsections, sentences, clauses, or phrases or portions thereof be declared invalid or unconstitutional.

SECTION 5. Effective Date. This Ordinance shall take effect immediately.


SECTION 6. Publication. The City Clerk shall certify to the adoption of this Ordinance and shall cause this Ordinance to be published or posted as required by law.

SECTION 7. Certified Copy. The City Clerk shall serve a certified copy of this Ordinance on the Clerk of the Los Angeles County Board of Supervisors on or before March 1, 2021.

PASSED, APPROVED AND ADOPTED this 23rd day of February, 2021.


Letty Lopez-Viado
Mayor

APPROVED AS TO FORM


Thomas P. Duarte
City Attorney

ATTEST


Lisa Sherrick
Assistant City Clerk

I, LISA SHERRICK, ASSISTANT CITY CLERK of the City of West Covina, California, do hereby certify that the foregoing Urgency Ordinance No. 2476 was duly introduced and adopted by the City Council of the City of West Covina, California, at a special meeting thereof held on the 23rd day of February, 2021, by the following vote of the City Council:

AYES:	Castellanos, Diaz, Lopez-Viado, Wu
NOES:	Tabatabai
ABSENT:	None
ABSTAIN:	None


Lisa Sherrick
Assistant City Clerk

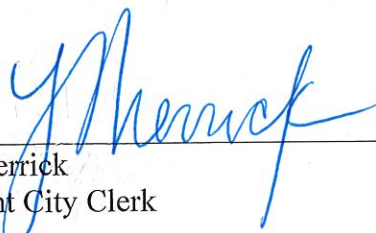


STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS
CITY OF WEST COVINA)

CERTIFICATION OF URGENCY ORDINANCE NO. 2476

I, Lisa Sherrick, Assistant City Clerk of the City of West Covina, California, do hereby certify that this is a true and correct copy of the original **City Council Urgency Ordinance No. 2476, AN URGENCY ORDINANCE OF THE CITY OF WEST COVINA, CALIFORNIA, TERMINATING THE LOS ANGELES COUNTY HEALTH OFFICER'S SERVICES RELATING TO ORDERS AND QUARANTINE REGULATIONS PRESCRIBED BY THE STATE DEPARTMENT OF PUBLIC HEALTH, OTHER REGULATIONS ISSUED UNDER THE HEALTH AND SAFETY CODE AND STATUTES RELATING TO THE PUBLIC HEALTH.**

WITNESS MY HAND AND THE SEAL OF THE CITY OF WEST COVINA, on this 25th day of February 2021.



Lisa Sherrick
Assistant City Clerk

RESOLUTION NO. 2021-15

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, TERMINATING THE LOS ANGELES COUNTY HEALTH OFFICER'S SERVICES RELATING TO ORDERS AND QUARANTINE REGULATIONS PRESCRIBED BY THE STATE DEPARTMENT OF PUBLIC HEALTH, OTHER REGULATIONS ISSUED UNDER THE HEALTH AND SAFETY CODE AND STATUTES RELATING TO THE PUBLIC HEALTH

WHEREAS, Health and Safety Code section 101375 provides: "[w]hen the governing body of a city in the county consents by resolution or ordinance, the county health officer shall enforce and observe in the city all of the following: (a) [o]rders and quarantine regulations prescribed by the department and other regulations issued under this code [and] (b) [s]tatutes relating to the public health; and

WHEREAS, Health and Safety Code section 101380 provides: "[t]he resolution or ordinance shall be adopted and a certified copy served on the clerk of the board of supervisors on or before the first day of March of any year, and the services of the county health officer in the city shall commence on the first day of July following service of notice. The services shall continue indefinitely until the governing body of the city terminates them by adoption of a resolution and ordinance and service of a certified copy on the clerk of the board of supervisors on or before the first day of March of any subsequent year. The services of the county health officer shall terminate on the first day of July following service of notice"; and

WHEREAS, on February 26, 1936, the City of West Covina adopted Resolution No. 2, consenting to the enforcement within City limits all orders, quarantine regulations and rules prescribed by the State Board of Health and all statutes relating to public health and to vital statistics by the Health Officer of the County of Los Angeles; and

WHEREAS, the City of West Covina now desires to establish its own local health department in order to maintain local control over public health issues and better serve the community; and

WHEREAS, in accordance with Health and Safety Code section 101380, the City Council now desires to terminate the Los Angeles County Health Officer's services provided pursuant to Health and Safety Code section 101375.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. The City Council hereby terminates the Los Angeles County Health Officer's services provided pursuant to Health and Safety Code section 101375.


SECTION 2. The City Clerk shall certify to the passage and adoption of this resolution and enter it into the book of original resolutions.

SECTION 3. The City Clerk shall serve a certified copy of this resolution on the Clerk of the Los Angeles County Board of Supervisors on or before March 1, 2021.

APPROVED AND ADOPTED this 23rd day of February, 2021.


Letty Lopez-Viado
Mayor

APPROVED AS TO FORM


Thomas P. Duarte
City Attorney

ATTEST


Lisa Sherrick
Assistant City Clerk

I, LISA SHERRICK, ASSISTANT CITY CLERK of the City of West Covina, California, do hereby certify that the foregoing Resolution No. 2021-15 was duly adopted by the City Council of the City of West Covina, California, at a special meeting thereof held on the 23rd day of February, 2021, by the following vote of the City Council:

AYES:	Castellanos, Diaz, Lopez-Viado, Wu
NOES:	Tabatabai
ABSENT:	None
ABSTAIN:	None


Lisa Sherrick
Assistant City Clerk



STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS
CITY OF WEST COVINA)

CERTIFICATION OF RESOLUTION NO. 2021-15

I, Lisa Sherrick, Assistant City Clerk of the City of West Covina, California, do hereby certify that this is a true and correct copy of the original **City Council Resolution No. 2021-15, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, TERMINATING THE LOS ANGELES COUNTY HEALTH OFFICER'S SERVICES RELATING TO ORDERS AND QUARANTINE REGULATIONS PRESCRIBED BY THE STATE DEPARTMENT OF PUBLIC HEALTH, OTHER REGULATIONS ISSUED UNDER THE HEALTH AND SAFETY CODE AND STATUTES RELATING TO THE PUBLIC HEALTH**

WITNESS MY HAND AND THE SEAL OF THE CITY OF WEST COVINA, on this 25th day of February 2021.

Lisa Sherrick
Assistant City Clerk



BARBARA FERRER, Ph.D., M.P.H., M.Ed.
Director

MUNTU DAVIS, M.D., M.P.H.
County Health Officer

MEGAN McCLAIRES, M.S.P.H.
Chief Deputy Director

313 North Figueroa Street, Room 806
Los Angeles, California 90012
TEL (213) 288-8117 • FAX (213) 975-1273

www.publichealth.lacounty.gov



BOARD OF SUPERVISORS

Hilda L. Solis
First District

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Second District

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Kathryn Barger
Fifth District

February 23, 2021

The Honorable Letty Lopez-Viado
City of West Covina
City Hall Council Chambers
1444 W. Garvey Avenue South
West Covina, California 91790

Re: Resolution 2021-15 and Urgency Ordinance No. 2476

Dear Mayor and Honorable West Covina City Councilmembers:

This is to provide you with comment regarding the Council's decision to consider the public health services agreement between the County and the City of West Covina, which has been in place and working well at no cost to the City for decades. Although it is well within a city's jurisdiction to create its own public health department, the Los Angeles County Department of Public Health (Public Health) is not aware of any planning or coordination with the City for this drastic change. Public Health is concerned that even if the City has made plans to create and operationalize the infrastructure necessary to run an effective public health department, there are significant hurdles to ensuring to protection of the health of the city's residents.

Like the only other municipal public health departments recognized by the State of California, Long Beach, Pasadena, and Berkeley, the City will need to appoint its own health officer and provide sufficient infrastructure to operate a local health jurisdiction. State mandated public health operations, based on 17 CCR § 1276, include: Public Health Statistics (recording of birth and death certificates); Communicable disease control; medical and nursing services to promote maternal and child health; environmental health and sanitation services; laboratory services, and nutrition, chronic disease, social factors affecting health, public health nursing services, and occupational health services. In its agreements with cities, like West Covina, Public Health provides all services required of a local health jurisdiction to those cities at no cost.

Per State law, once appointed, a city health officer must enforce and observe all orders, quarantine and other regulations concerning public health prescribed by the State Public Health Officer. During this last year, while acting as the health officer for the City, Public Health's Acute Communicable Disease Control Unit and Outbreak Management Bureau have investigated 45 COVID-19 outbreaks within the City to ensure isolation and quarantine measures are


Mayor Lopez-Viado and West Covina City Council Members
February 23, 2021
Page 2

implemented, testing was conducted, and all infection control guidance was implemented. Further, Public Health's Environmental Health Division has conducted 660 inspections related to compliance with COVID-19 infection control requirements. This does not include the over 500 routine inspections of permitted businesses along with the mandated services and programs which include food, housing and institutions, land development, milk and dairy products, public pools, waste management, water supply, body art, and other services and programs as required by State or local laws.

Should this council elect to create its own city public health department, Public Health will be ready to work with the City to transfer all of the duties of a local public health jurisdiction. Until that transition is complete and the City's public health department is recognized by the State as a local public health jurisdiction, Public Health will continue to serve this council and the residents of West Covina in its current capacity.

If you have any questions or require additional information, please let me know.

Sincerely,


Muntu Davis, M.D., M.P.H.
County Health Officer

MD:rr

Division 1 - HEALTH CODE

Chapter 11.01 - PREVENTING RETALIATION FOR REPORTING PUBLIC HEALTH VIOLATIONS

11.01.010 - Title.

The Ordinance codified in this Chapter shall be known as the "Preventing Retaliation for Reporting Public Health Violations Ordinance."

([Ord. 2020-0065U § 1, 2020.](#))

11.01.015 - Urgency Findings.

This urgency ordinance is adopted pursuant to California Government Code section 25123(d). The Board of Supervisors ("Board") finds that this ordinance is necessary for the immediate preservation of the public peace, health, and safety based on the following facts:

1. COVID-19 is an infectious disease resulting from a novel coronavirus that has caused a widespread, ongoing, global outbreak of illness.
2. On March 4, 2020, the Chair of the Board proclaimed the existence of a local emergency (Proclamation of Local Emergency) based on conditions of disaster or of extreme peril to the safety of persons and property arising as a result of the introduction of COVID-19 in Los Angeles County. On March 4, 2020, the Board ratified the Proclamation of Local Emergency.
3. On March 4, 2020, the County of Los Angeles Health Officer ("Health Officer") declared a local health emergency (Declaration of Local Health Emergency) based on an imminent and proximate threat to public health from the introduction of COVID-19 in Los Angeles County. On March 4, 2020, the Board ratified the Declaration of Local Health Emergency.
4. On March 4, 2020, the Governor of the State of California proclaimed a State of Emergency to exist in California as a result of the threat of COVID-19.
5. On March 13, 2020, the President of the United States proclaimed that the COVID-19 outbreak in the United States constitutes a national emergency.
6. Since March 16, 2020, the Health Officer has issued and continues to issue a number of COVID-19-related Health Officer Orders to address the increasing and imminent threat to public health and safety as a result of COVID-19.
7. Violations of the County of Los Angeles health officer orders ("Health Officer Orders"), such as the COVID-19-related Health Officer Orders, present immediate threats to the public health and safety. Such violations increase the likelihood that COVID-19 will spread throughout the County and overwhelm our health care systems, cause preventable illnesses and deaths, and inflict economic and social harm on the County. The failure to comply with the provisions of the Health Officer Orders, such as prohibitions or restrictions on certain businesses and workplace activities to slow the rate of COVID-19 transmission, constitutes an imminent threat to public health and is a public nuisance.
8. Prohibiting retaliation against employees who report or discuss noncompliance with the COVID-19-related Health Officer Orders will both promote the reporting of such noncompliance and allow the County to more swiftly address the spread of COVID-19.
9. By encouraging workers to report public health violations without fear of retaliation, this ordinance promotes public health and increases the effectiveness of public health requirements.

([Ord. 2020-0065U § 1, 2020.](#))

11.01.020 - Definitions.

Whenever used in this chapter, the following words and phrases shall be defined as set forth in this section.

- A. "Worker" means any employee who performs any work within the geographic boundaries of the County of Los Angeles, excluding work performed in cities with their own Health Officer.
- B. "Employer" means any person, as defined in section 18 of the California Labor Code, including a corporate officer or executive, who directly or indirectly or through an agent or any other person, including through the services of a temporary service or staffing agency or similar entity, employs any Worker or exercises control over the wages, hours, duties, or working conditions of any Worker. This Chapter and the definition of "Employer" do not apply to federal, state, or local government entities.
- C. "Health Officer Order" means any order or protocol issued by the Los Angeles County Health Officer.
- D. "Public Health Council" means a group of Workers, not including supervisors or managers: (1) formed while the Board's Declaration of Local Health Emergency, ratified March 4, 2020, related to the COVID-19 pandemic remains in effect; and (2) whose purpose is to educate and inform other Workers for the same Employer regarding Health Officer Orders related to the COVID-19 pandemic.

([Ord. 2020-0065U § 1, 2020](#).)

11.01.030 - Retaliation Against Workers Prohibited.

- A. No Employer may discriminate in any manner or take adverse action, including but not limited to termination, constructive termination, demotion, pay reduction, or reduction in hours, against any Worker in retaliation for:
 - 1. Reporting to the County of Los Angeles, its Department of Public Health, any other County departments or designees, non-County agencies or entities, the Worker's Employer, other Workers, or Public Health Councils about the Employer's or another Worker's perceived noncompliance with a Health Officer Order, this Chapter, or any other Chapter of Title 11 of this Code;
 - 2. Discussing with the County of Los Angeles, its Department of Public Health, any other County departments or designees, non-County agencies or entities, the Worker's Employer, other Workers, or Public Health Councils the Employer's, or another Worker's, perceived noncompliance with a Health Officer Order, this Chapter, or any other Chapter of Title 11 of this Code;
 - 3. Belonging to or forming a Public Health Council;
 - 4. Informing any Worker of his or her rights under this Chapter or assisting such Worker in exercising such rights; or
 - 5. Exercising any right provided under this Chapter.
- B. The protections of this section shall apply to all communications as set forth above in subsections A.1 through and including A.5 that a Worker makes based on a good faith belief that the Worker's Employer is not in compliance with a Health Officer Order, this Chapter, or any other Chapter of Title 11 of this Code, even if such belief is mistaken.
- C. Taking adverse action against a Worker within 90 days of the Worker's exercise of rights protected under this section shall raise a rebuttable presumption of having done so in retaliation for the exercise of such rights.

([Ord. 2020-0065U § 1, 2020](#).)

11.01.040 - Investigation of Complaints.

- A. Any complaints alleging a violation of this Chapter must be lodged with the Department of Public Health or any of its agents or designees.
- B. The Department of Consumer and Business Affairs shall act as an agent for the Department of Public Health to investigate any complaint under this Chapter.
- C. The Department of Consumer and Business Affairs may issue a finding that an Employer has violated this Chapter no later than one year after receiving the corresponding complaint.

([Ord. 2020-0065U § 1, 2020.](#))

11.01.050 - Administrative Fine for Violation.

Any Employer who violates this Chapter may be subject to an administrative fine not to exceed \$10,000 per violation per day pursuant to Chapter 1.25 of this Code.

([Ord. 2020-0065U § 1, 2020.](#))

11.01.060 - Adoption of Rules.

The Department of Consumer and Business Affairs may develop rules for the administration and implementation of this Chapter. A copy of such rules shall be filed with the Executive Officer of the Board and shall be in effect immediately thereafter.

([Ord. 2020-0065U § 1, 2020.](#))

11.01.070 - Right of Action to Enforce Violations.

- A. Any Worker aggrieved by an act made unlawful by this Chapter, or County Counsel on behalf of such Worker, may, within three years of an Employer's last act made unlawful by this Chapter, bring an action in the Superior Court of the State of California against that Employer for violations of this Chapter, and the aggrieved Worker may be awarded:
 - 1. Where applicable, hiring or reinstatement to the position(s) sought or held before the alleged unlawful act, or front pay in lieu thereof.
 - 2. All actual damages (including, but not limited to, lost pay and benefits and noneconomic damages) suffered by the Worker, or statutory damages in the sum of \$10,000 per violation, whichever is greater.
 - 3. Punitive damages pursuant to California Civil Code section 3294.
- B. The court shall award reasonable attorneys' fees and costs to the prevailing party, including to a Worker, to County Counsel, or to an Employer who prevails in a lawsuit by a Worker and demonstrates that the Worker's lawsuit was frivolous.

([Ord. 2020-0065U § 1, 2020.](#))

11.01.080 - Notice Before Initiating Suit.

- A. Before a civil action is filed by a Worker or County Counsel under Section 11.01.070, the following requirements must be met:
 - 1. The Worker or County Counsel must provide written notice to the Employer of the provisions of this Chapter alleged to have been violated and the facts to support the alleged violations; and

2. The Employer fails to cure the alleged violations of this Chapter within fifteen (15) business days of receiving such written notice.

([Ord. 2020-0065U § 1, 2020.](#))

11.01.090 - Severability.

If any section, subsection, sentence, clause, or phrase of this urgency ordinance is for any reason held to be unconstitutional or invalid, such decision shall not affect the validity of the remaining portion(s) of this urgency ordinance. The Board hereby declares that it would have passed this urgency ordinance and every section, subsection, sentence, clause, or phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

([Ord. 2020-0065U § 1, 2020.](#))

Chapter 11.02 - GENERAL PROVISIONS AND DEFINITIONS

Parts:

Part 1 - GENERAL PROVISIONS

Articles:

Article 1 - REGULATIONS

11.02.010 - Continuation of provisions.

The provisions of the ordinance codified in Division 1 of this Title 11, insofar as they are substantially the same as existing ordinance provisions relating to the same subject matter, shall be construed as restatements and continuations, and not as new enactment.

(Ord. 2006-0040 § 68, 2006: Ord. 7583 Part 1 § 109, 1959.)

11.02.020 - Director of public health—Statutory authority.

The duties of the director of public health are those set forth in the Health and Safety Code of the state of California, and particularly, but not limited to, those set forth in Chapter 2 of Part 3 of Division 101 of said Code.

(Ord. 2006-0040 § 69, 2006: Ord. 7583 Part 1 § 103, 1959.)

11.02.030 - Director of public health—Powers and duties generally.

The director of public health shall have the authority and duty to make periodic and routine surveys and inspections of all buildings, lots, camps, areas, tracts of land, tents, mobilehome parks, mobilehomes, vehicles, and other premises and places used or intended for use for living quarters, and shall enforce:

- A. Division 1 of this Title 11;
- B. All other ordinances of this county pertaining to the public health and sanitary matters;
- C. Ordinances pertaining to the public health and sanitary matters of those cities which have entered into contracts with the county for such enforcement;
- D. Within the unincorporated territory of the county, and within those cities the governing bodies of which have consented thereto pursuant to Section 101375 of the Health and Safety Code:
 - 1. Orders, quarantine regulations and rules prescribed by the California Department of Health Services, and other rules and regulations issued under the provisions of the Health and Safety Code,
 - 2. Statutes relating to the public health.

(Ord. 2006-0040 § 70, 2006: Ord. 8588 § 2 (part), 1964: Ord. 7583 Part 1 § 112, 1959.)

11.02.040 - Powers of deputies.

Whenever a power is granted to or a duty imposed upon the director of public health in this Division 1, the power may be exercised or the duty performed by a duly authorized representative of the director unless this Division 1 expressly provides otherwise.

(Ord. 2006-0040 § 71, 2006: Ord. 7583 Part 1 § 102, 1959.)

11.02.050 - Arrests for violations—Penal Code provisions adopted.

The director, and his delegated subordinates pursuant to the provisions of Section 836.5 of the Penal Code, may arrest a person without a warrant whenever he has reasonable cause to believe that the person to be arrested has committed a misdemeanor in his presence which is a violation of any statute or ordinance referred to by Section 11.02.030. Upon making such an arrest, the director or his subordinate may release the person arrested pursuant to the provisions of Section 853.6 of the Penal Code, the provisions of which are hereby adopted by reference as part of this section.

(Ord. 10238 § 1, 1971: Ord. 7583 Part 1 § 113, 1959.)

11.02.060 - Interfering with director's duties prohibited.

No person shall refuse, resist or attempt to resist the entrance of the director of public health into any railway car, stage, vehicle, building, room, lot or other place or portion thereof in the county of Los Angeles in the performance of his duty, or shall refuse to obey any lawful order of the director of public health made in the performance of his duties within the power conferred upon him by state law or by Division 1 of this title.

(Ord. 2006-0040 § 72, 2006: Ord. 7583 Part 1 § 104, 1959.)

11.02.070 - Severability.

If any provision of this Division 1 or the application thereof to any person or circumstance is held invalid, the remainder of this Division 1, and the application of such provision to other persons or circumstances, shall not be affected thereby.

(Ord. 7674 § 1, 1960: Ord. 7583 Part 1 § 107, 1959.)

11.02.080 - Violation—Penalty.

Violation of Division 1 of Title 11 is punishable by a fine of not more than \$500.00, or by imprisonment in the County Jail for not more than six months, or by both such fine and imprisonment. Each day during any portion of which any violation of any provision of this Division 1 is committed, continued or permitted makes such violation of a separate offense.

(Ord. 7583 Part 1 § 110, 1959.)

Article 2 - DEFINITIONS

11.02.090 - Interpretation of language.

In this Division 1, the present tense includes the past and future tenses, and future tense includes the present; the masculine gender includes the feminine and neuter; the singular number includes the plural and the plural includes the singular.

(Ord. 7583 Part 1 § 108, 1959.)

11.02.100 - County health officer.

"County health officer" means the director of public health of the county of Los Angeles, or his duly authorized representative.

(Ord. 2006-0040 § 73, 2006: Ord. 7583 Part 1 § 100, 1959.)

11.02.110 - Health officer and director.

For the purposes of Title 11, "health officer" and "director" both mean the director of public health of the county of Los Angeles, or his duly authorized representative, as provided for in Section 2.77.050 of this code.

(Ord. 2006-0040 § 74, 2006: Ord. 10728 § 1 (part), 1973: Ord. 7583 Part 1 § 101, 1959.)

11.02.120 - Person.

"Person" means and includes any individual or his heirs, agents or assigns, any company, firm, corporation, association, business trust, joint adventure, or group or combination acting as a unit, any political subdivision, governmental department or agency, municipal or public corporation

or district, governing body of a school district, or any employee, officer, or any other kind of representative of any thereof, acting either under personal appointment or pursuant to law.

(Ord. 92-0078 § 4, 1992: Ord. 7583 Part 1 § 105, 1959.)

11.02.130 - Section.

Unless otherwise indicated by the context, "section" means a section of the Health Code set out in Division 1 of this title.

(Ord. 8095 § 1, 1961: Ord. 7583 Part 1 § 111, 1959.)

11.02.140 - Shall and may.

The word "shall" is mandatory; the word "may" permissive.

(Ord. 7583 Part 1 § 106, 1959.)

Part 2 - PROVISIONS FOR CHAPTERS 11.06 THROUGH 11.38

Articles:

Article 1 - REGULATIONS

11.02.150 - Purpose of provisions—Statutory definitions incorporated when.

Part 2 of Chapter 11.02 and Chapters 11.06 through 11.38 of this title are intended to supplement the provisions of the laws and regulations of the state of California by prescribing higher standards of sanitation, health and safety. Whenever any technical words or phrases are not defined herein, but are defined in such laws and regulations of the state, such definitions are incorporated in this part and shall be deemed to apply as though set forth herein in full.

(Ord. 7583 Part 3 Ch. 1 § 301, 1959.)

11.02.160 - Rules and regulations—Promulgation and enforcement authority.

The director may make and enforce such rules and regulations as may be necessary or proper to enforce Part 2 of this Chapter and Chapters 11.06 through 11.38 of this code.

(Ord. 8588 § 2 (part), 1964: Ord. 7583 Part 3 Ch. 1 § 321, 1959.)

11.02.170 - Classification of food service operations.

It shall be the responsibility and authority of the director to classify food service operations for the purpose of ascertaining and establishing compliance with the provisions of this Division 1, including the licensing and permit provisions.

(Ord. 7583 Part 3 Ch. 1 § 316, 1959.)

11.02.180 - Food, water and milk—Authority to purify or destroy.

The director shall have the authority to destroy, or render noninfectious, any food, drink or other substance threatening the public health. During emergencies, he may take steps to purify the water by appropriate disinfection. When necessary for the protection of public health, he shall have the authority to pasteurize milk, or order milk pasteurized, when such milk is suspected of carrying the agents of any communicable disease.

(Ord. 7583 Part 3 Ch. 1 § 319, 1959.)

11.02.190 - Nuisance abatement—County to perform work when—Costs.

Whenever a nuisance or condition endangering the public health shall be ascertained to exist on any premises, or in any house, or any other place, the director shall notify in writing the person having control of or acting as agent for such premises, house or other place, to abate or remove such nuisance or condition within a reasonable time, to be stated on such notice. Upon the neglect or refusal of such person to comply with such notice, the director may abate such nuisance or condition, and the person having control of such house, premises or place, in addition to the penalties provided by this Division 1, shall be liable to the county of Los Angeles for the cost of such abatement, to be recovered in a civil action in any court of competent jurisdiction.

(Ord. 81-0037 § 1, 1981: Ord. 7583 Part 3 Ch. 1 § 317, 1959.)

11.02.192 - Nuisance abatement—Assistance of other agencies—Costs.

- A. When the director, acting under any authority vested in him, orders the abatement of a nuisance or condition which endangers the public health, safety and welfare, and the person or persons responsible for the creation or maintenance of such nuisance fail to comply with said order, the director may request any county department or city agency or department having the necessary manpower and equipment to perform the work required to abate such nuisance.
- B. When an officer of any Los Angeles County Vector Control District, acting under any authority vested in him or her, orders the abatement of any nuisance or condition which endangers the public health, safety and welfare, and the person or persons responsible for the creation of such nuisance fail to comply with said order, the director may request any county department or city agency or department having the necessary manpower and equipment to perform the work required to abate such nuisance.
- C. The cost of performance of such work shall be recovered from the person or persons responsible for the creation or maintenance of the nuisance.

(Ord. 2004-0054 § 1, 2004: Ord. 81-0037 § 2, 1981.)

Article 2 - DEFINITIONS

11.02.200 - Approved.

"Approved" means approved by the director of public health.

(Ord. 2006-0040 § 75, 2006: Ord. 7583 Part 3 Ch. 1 § 315, 1959.)

11.02.210 - Bakery and bakery products.

"Bakery" means any room, building or place used or operated for the purpose of making, preparing or baking bread, cakes, pies, pastry, doughnuts, rolls, biscuits, crackers, noodles, macaroni, tamales or spaghetti, or other products of flour and meal, hereinafter called "bakery products," to be sold for food, except that the term "bakery" shall not be construed to include any establishment engaged in the preparation of bakery products in any restaurant or itinerant restaurant wherein any such bakery product is prepared to be used, and used exclusively with meals served in or from such restaurant or itinerant restaurant.

(Ord. 7616 § 1 (part), 1959: Ord. 7583 Part 3 Ch. 1 § 311, 1959.)

11.02.220 - Bakery product vehicle.

"Bakery product vehicle" means a vehicle used for carrying or transporting bakery products for the purpose of distribution, gift or sale at a point other than where manufactured, except vehicles that are delivering bakery products to retail or wholesale establishments for resale.

(Ord. 8588 § 2 (part), 1964: Ord. 7583 Part 3 Ch. 1 § 311.1, 1959.)

11.02.230 - Box lunch.

"Box lunch" means an assortment of foods or foodstuffs sufficient in quantity and variety to constitute a meal, packed or placed in a box or container and to be eaten at a place other than the premises upon which the food is prepared.

(Ord. 7583 Part 3 Ch. 1 § 314, 1959.)

11.02.240 - Caterer.

"Caterer" means any person who transports food for profit, and serves or offers for service by others on order, such food, as a meal or a portion of a meal, at a place other than his place of business, but shall not include markets, bakeries or similar food establishments preparing, serving or delivering wrapped foods.

(Ord. 7583 Part 3 Ch. 1 § 312, 1959.)

11.02.250 - Food.

"Food" means all articles and substances used for food and drink, confectionery or condiment whether simple or compound, and all ingredients and components used in the preparation thereof.

(Ord. 7583 Part 3 Ch. 1 § 303, 1959.)

11.02.260 - Food establishment.

"Food establishment" means any public or private market, shop, store, storehouse, bakery, food processing establishment or any other plant or place, not a restaurant, itinerant restaurant, caterer, wayside stand, temporary refreshment stand or vending machine, in or about which food is stored, prepared or offered for sale or gift for human consumption.

(Ord. 2008-0013 § 11, 2008: Ord. 7583 Part 3 Ch. 1 § 310, 1959.)

11.02.280 - Itinerant restaurant.

"Itinerant restaurant" means any restaurant operating for a temporary period or time, not to exceed 30 days at any one location on any one premises, and shall include any stand or facility which is portable and used for the preparation and service of foods, other than a temporary refreshment stand. "Itinerant restaurant" may include a vehicle, provided it is maintained in a mobile condition and currently registered by the California Department of Motor Vehicles.

(Ord. 9375 § 1 (part), 1967: Ord. 8588 § 1 (part), 1964: Ord. 7583 Part 3 Ch. 1 § 308, 1959.)

11.02.290 - Lunch service vehicle.

"Lunch service vehicle" means a vehicle from which is dispensed ready-to-eat food and drink which has been prepared and sealed or packaged in a licensed establishment.

(Ord. 7583 Part 3 Ch. 1 § 305, 1959.)

11.02.300 - Nuisance.

"Nuisance" means and includes any of the following:

- A. Any public nuisance known to common law or equity jurisprudence, and whatever is dangerous to human life or detrimental to health;
- B. Overcrowding a room with occupants;
- C. Inadequate or insanitary sewerage or plumbing facilities;
- D. Insufficient ventilation or illumination;
- E. Uncleanliness, or anything that renders air, food and drink detrimental to the health of human beings.

(Ord. 7583 Part 3 Ch. 1 § 318, 1959.)

11.02.310 - Operator.

"Operator" means anyone who, as an employee, manager, owner or otherwise, is engaged in the preparation, dispensing or handling of food or food products.

(Ord. 7583 Part 3 Ch. 1 § 302, 1959.)

11.02.320 - Restaurant.

"Restaurant" means, but is not limited to, any coffee shop, cafeteria, school cafeteria, shortorder cafe, luncheonette, tavern, cocktail lounge, sandwich stand, soda fountain, club, hotel, boarding house, fraternal organization, employee or in-plant feeding establishment, or other public eating or drinking establishment which prepares and offers, for sale or gift, food and drink to the public, as well as kitchens in which food and drink is prepared on the premises; for sale, gift or distribution elsewhere.

(Ord. 7583 Part 3 Ch. 1 § 307, 1959.)

11.02.330 - Slaughterhouse.

"Slaughterhouse" means any establishment in which anyone, other than for his own use, slaughters more than one horse, mule or ass per day.

(Ord. 7583 Part 3 Ch. 1 § 313, 1959.)

11.02.340 - Temporary refreshment stand.

"Temporary refreshment stand" means any food-preparation or dispensing operation conducted in connection with a fair, circus, or public exhibition or gathering, offering food for sale or gift to the general public for a temporary period of time in one location.

(Ord. 9375 § 1 (part), 1967: Ord. 8614 § 1 (part), 1964: Ord. 7583 Part 3 § 309, 1959.)

11.02.350 - Wayside stand.

"Wayside stand" means any stand from which is offered, for sale or as a gift, edible agricultural products as grown, which have not been processed in any other way than other washing, which sales or gifts are made from residences or other structures by the owners or tenants thereof, or members of their immediate families, where such residences or other structures are not designed, constructed or altered so as to display such edible agricultural products, or where such structures are temporary and without sides of any kind, and such residences or other structures are located on the property on which such edible agricultural products are raised, grown or produced, whether such sales or gifts are advertised by signs or not.

(Ord. 7583 Part 3 Ch. 1 § 306, 1959.)

Chapter 11.04 - COMMUNICABLE DISEASE CONTROL

Parts:

Part 1 - GENERAL REQUIREMENTS

11.04.010 - Director—Powers and duties generally.

- A. Within a reasonable length of time after the receipt by him of a report of a case of contagious, infectious or communicable disease, the director of public health shall make such investigation and take such measures as in his opinion and uncontrolled discretion may be necessary to prevent spread of said disease and to enforce the provisions of this Division 1 and statutes, particularly, but not limited to, the Health and Safety Code and the Regulations of the California Department of Health Services.
- B. In such cases, the director shall collect and submit to the county public health department laboratory, or to another laboratory approved by the California Department of Health Services, such samples and laboratory specimens as may be necessary to determine the diagnosis, source of infection, and possible infection of persons who have been in contact with the source of infection, of said contagious, infectious or communicable diseases. In such cases, the director shall, when he determines it necessary to assure compliance with his quarantine or isolation regulations or orders, post guards on or adjacent to the premises where a contagious, infectious or communicable disease exists.

(Ord. 2006-0040 § 76, 2006: Ord. 7583 Part 2 § 200, 1959.)

11.04.020 - Isolation or quarantine authorized when.

- A. The director may remove any person affected or reasonably suspected of being affected with a contagious, infectious or communicable disease to a suitable place of isolation or quarantine when the director deems such action necessary to protect the patient and the public health.
- B. In such instances where the patient involved may be classed as indigent according to the requirements and standards of the Los Angeles County department of public social services, removal shall be to a suitable facility which has been established and maintained for the treatment and isolation of contagious, infectious or communicable diseases by the county of Los Angeles through the department of health services directly, or by contract with other persons, bodies or institutions.
- C. In the instance of communicable disease patients other than indigents, the director shall attempt to secure isolation and treatment in private institutions having facilities which, in the opinion of the director, are adequate for proper isolation; but if such private institutions be not found available and, in his opinion, hospital isolation and care continue necessary, said nonindigent contagious person shall be committed to the director of the department of health services, who shall provide facilities in county institutions or hospitals for proper isolation and treatment.
- D. Return of such communicable disease patients from isolation in a hospital or other isolation facilities to community living shall be on authorization of the director.

(Ord. 2006-0040 § 77, 2006: Ord. 7583 Part 2 § 201, 1959.)

11.04.030 - Physicians—Report of disease required when.

Any report of the existence of a contagious, infectious or communicable disease required by any physician or any other person by the provisions of the Health and Safety Code and the Regulations of the California Department of Health Services shall, in addition to the matters require to be reported by such statute or regulation, further state whether the patient or any member of the patient's household is engaged in the handling or sale of milk or other foodstuff for human consumption or is engaged in teaching or working in a school or in caring for children other than those of the patient's own immediate family.

(Ord. 2006-0040 § 78, 2006: Ord. 7583 Part 2 § 202, 1959.)

11.04.040 - Report of disease by other persons required when.

When no physician is in attendance, any dentist, practitioner, visiting nurse, private duty nurse, head of any private household, or person in charge of any institution, hotel, hospital, sanitary clinic, dispensary, boarding house, school, camp or vessel, shall report immediately to the director the name and address of any person under his charge, or in his institution or other place under his charge, with any disease which is or which he suspects or has reason to suspect as being contagious, infectious or communicable, and shall keep such a person strictly isolated until the director orders otherwise. Any person having knowledge that another person is suffering from a disease which is, or which the first person suspects or has reason to suspect as being contagious, infectious or communicable, shall report forthwith to the local director the name and address of the diseased person and all the facts relating to the case known to him and requested by the director.

(Ord. 7583 Part 2 § 203, 1959.)

11.04.050 - Physicians—Specimen submittal.

Any physician in attendance on a person suffering from any disease which is, or which the physician suspects or has reason to suspect as being, contagious, infectious or communicable, shall submit to the director or to a laboratory approved by the California Department of Health Services for examination, such specimens required or demanded by the director for establishing the diagnosis and control of such disease.

(Ord. 2006-0040 § 79, 2006: Ord. 7583 Part 2 § 204, 1959.)

11.04.060 - Physicians—Isolation of patient and other precautions.

- A. Any physician who discovers a case of contagious, infectious or communicable disease shall immediately cause the patient to be isolated and to remain isolated until otherwise ordered by the director.
- B. The physician shall also advise other members of the household regarding the precautions to prevent further spread of the disease, and shall cooperate with the director in endeavoring to secure the immunization and prompt treatment of such patient and of persons who have been in contact with such patient to render them noninfectious.

(Ord. 7583 Part 2 § 205, 1959.)

11.04.070 - Tuberculosis—Recordkeeping requirements.

All reports and all results of examinations of persons having or suspected of having tuberculosis shall be recorded by the director in a register, which register shall not be open to inspection by any person other than the health authorities of the state and county or of any public school district.

(Ord. 7583 Part 2 § 206, 1959.)

11.04.080 - Sanitary disposal of infectious excretions.

No person having tuberculosis or other contagious, infectious or communicable disease shall dispose of his sputum, saliva or other bodily secretion or excretion so as to cause offense or

danger to any person or persons occupying the same room, apartment, house or public place. In all cases of violation of this section, the director shall take such steps as he may find necessary to protect the public health.

(Ord. 7583 Part 2 § 207, 1959.)

11.04.090 - Quarantine—Placard requirements.

No person shall interfere with or obstruct the director or his authorized representative in the posting of any placard establishing quarantine in accordance with law, in or on any place or premises, nor shall any person conceal, mutilate or remove any such placard, except by permission of the director. In the event any such placard is concealed, mutilated or torn down, the occupant of the premises whereon such placard was posted shall notify the director of such fact immediately.

(Ord. 7583 Part 2 § 208, 1959.)

11.04.100 - Quarantine—Leaving and entering premises—Limitations.

It is unlawful for any person residing or being in any place which is quarantined by the director to leave, nor shall any unauthorized person enter such place without the written consent of the director; provided, however, that the physician in attendance, any registered nurse in attendance, the clergyman, undertaker, or any member of the department of public health, in performance of their duties, may have access to the quarantined household or any persons therein under such regulations as may be adopted from time to time by the director. Any permits issued under authority of this section may be revoked upon failure to comply with the regulations governing the issuance of such permits.

(Ord. 2006-0040 § 80, 2006: Ord. 7583 Part 2 § 209, 1959.)

11.04.110 - Schools—Exclusion of children or other persons required when.

- A. It shall be the duty of the principal or other person in charge of any public, private, parochial, Sunday, kindergarten or boarding school, or day nursery, to exclude therefrom any child or other person with an infectious, contagious or communicable disease, or a disease such principal or other person suspects or has reason to suspect as being contagious, infectious or communicable. If the attending physician, school physician or director finds, upon examination, that the person is not suffering from a contagious, infectious or communicable disease, he may submit a certificate to this effect to the school authority, who may readmit the person.
- B. In addition, the principal or other person shall exclude from attendance at school, and shall notify the director of said action taken, all children affected with the following named diseases: impetigo contagiosa, pediculosis, ringworm, scabies and Vincent's infection. The director shall prescribe conditions under which children with such diseases may attend school.

(Ord. 7583 Part 2 § 210, 1959.)

11.04.120 - Schools—Readmission of children—Conditions.

- A. No instructor, teacher, pupil or child who resides where any contagious, infectious or communicable disease exists, or has recently existed, which is subject to strict isolation or quarantine of contacts, shall be permitted by any superintendent, principal or teacher of any college, seminary, public or private school, or day nursery, to attend the college, seminary, school or nursery, except by the written permission of the director.
- B. Pupils or school or nursery employees who have been ill from any other contagious, infectious or communicable disease may be readmitted only by written permission signed by the attending physician, the school physician, or the director or his authorized agent.

(Ord. 7583 Part 2 § 211, 1959.)

11.04.130 - Control measures when diagnosis is uncertain.

In cases of doubt or disputed diagnosis, or where uncertainty exists as to the exact nature of a suspected case of contagious, infectious or communicable disease, the director shall enforce the control measures provided for the disease. Whenever a case of unrecognized illness shall be reported to the director, which upon investigation presents symptoms of a contagious, infectious or communicable disease, but in which, in the judgment of the director, sufficient time has not elapsed to render a positive diagnosis possible, the director shall establish the control measures applicable in actual cases of contagious, infectious or communicable disease until such time as positive diagnosis can be established.

(Ord. 7583 Part 2 § 212, 1959.)

11.04.140 - Disinfection measures following quarantine or other unsanitary conditions.

- A. Whenever a person or animal or other thing is discovered to be affected by or infected with a contagious, infectious or communicable disease, upon demand of the director, the owner or person in charge of the house containing said person, animal or thing shall cause the house, building or premises, and all articles therein which might harbor germs or viruses, or carriers thereof, to be disinfected, deloused, renovated, cleaned or fumigated, as required by and under the supervision of the director.
- B. Upon the termination of any case of contagious, infectious or communicable disease by death or recovery of the patient, or on removal of the patient from the house or other place in which the patient had been staying during the course of the disease, the director shall make a determination of the means necessary to render noninfectious the house or other place occupied by the patient during the course of the disease. The director may order any person owning, or having any interest in said house or other place, to clean the premises according to specifications of the director, and said person owning or having interest in said property shall obey all further orders of the director that may be determined by the director in his sole discretion to be necessary to destroy the vitality of pathogenic microorganisms or viruses on such premises.
- C. Whenever quarantine is established by the director for any contagious, infectious or communicable disease, he shall instruct all persons on the quarantined premises in the steps necessary to prevent the spread of the disease through infectious discharge, and such persons shall follow and obey such instructions. In the case of the louse-borne diseases, the director shall take such measures as may be necessary to delouse all infected persons who have been in contact with the infected person on the quarantined premises, and also such persons shall obey the orders of the director relating to said delousing program.
- D. Whenever the director, in his sole discretion, finds that an emergency exists requiring immediate action for the protection of public health, he shall proceed to render any infected house, building or premises free from the danger of the spread of contagious, infectious or communicable disease; if, in the opinion of the director, it is necessary to destroy any clothing or bedding or other articles to prevent the spread of contagious, infectious or communicable disease, the same shall be destroyed by the director.

- E. Whenever the director finds any premises to be infested with vermin or rats, or to be in such insanitary condition, as in his opinion to require fumigation or renovation, the director shall serve notice of such conditions on the owner or his agent, or tenant of such premises, and the owner, agent or tenant shall fumigate or renovate such premises as directed by the director.
- F. No person shall remove any article of clothing or bedding, or any other article by which the germs of disease may be carried, from any house, building or premises in which there is or has been a case of contagious, infectious or communicable disease, until such articles have been thoroughly disinfected and the permission of the director obtained for such removal.

(Ord. 7583 Part 2 § 213, 1959.)

11.04.150 - Exposed persons—Contacts with other persons restricted.

Upon specific order of the director, a person or persons who have attended upon or otherwise come in contact with a case of communicable disease in such manner or to such extent as to render him or her liable to contract such disease or to communicate it to others, shall refrain from going into a public place of assembly and shall not mingle with other persons not affected with such disease. The director may, when it is necessary, cause any person so exposed to be quarantined until the danger of such person's having or communicating such communicable disease has passed.

(Ord. 7583 Part 2 § 214, 1959.)

11.04.160 - Bodies of disease victims—Embalming restrictions—Report required when.

No undertaker or embalmer shall begin the actual embalming of any body in which the cause of death is, or in which he suspects or has reason to suspect the cause of death as being, a contagious, infectious or communicable disease, until authorized by the director. If the case has not been previously reported to the director, the undertaker or embalmer shall immediately report to the director the name and address of the deceased person, and all facts relating to the cause of death known to said undertaker or embalmer.

(Ord. 7583 Part 2 § 215, 1959.)

11.04.170 - Hearse and mortuary car use restrictions.

It is unlawful for any funeral director or other person to use, or cause or permit to be used, any vehicle other than a hearse or mortuary car for the conveyance of the body of any person dead of a contagious, infectious or communicable disease, except when said person dies while being transported in a vehicle, unless said body shall have been prepared for burial and encased in a sound casket and enclosed in a transportation case.

(Ord. 7583 Part 2 § 216, 1959.)

11.04.180 - Burial permits.

For every burial permit issued pursuant to the Health and Safety Code, the applicant shall pay to the director, and the director shall collect the fee authorized pursuant to Health and Safety Code section 100430, except that no fee shall be charged for a burial permit of a person who died while in any branch of the armed forces during time of war.

(Ord. 2006-0040 § 81, 2006: Ord. 7583 Part 2 § 217, 1959.)

11.04.190 - Tuberculosis sanitarium—Alcoholic beverages prohibited.

No person shall enter, be or remain upon the premises of any tuberculosis sanitarium while in possession of any alcoholic beverages, including beer and wine, in excess of a single dose prescribed by the sanitarium physician.

(Ord. 10728 § 2 (part), 1973: Ord. 7583 Part 2 § 228, 1959.)

11.04.195 - Sale or use of alkyl nitrite products.

- A. It is unlawful for any person to use, sell, offer for sale or otherwise furnish to any other person any alkyl nitrite product, as defined herein.
- B. "Alkyl nitrite" means any volatile alkyl nitrite compound including, but not limited to, amyl nitrite, butyl nitrite, and isobutyl nitrite.
- C. "Alkyl nitrite product" means all products of any kind containing an alkyl nitrite in a form and amount which makes possible the introduction of an alkyl nitrite into the human body through any means including, but not limited to, injecting, ingesting or inhaling.
- D. As used in this section, the use of an alkyl nitrite product shall mean to inhale, inject, or otherwise introduce into the human body an alkyl nitrite product, unless done pursuant to a course of treatment prescribed or administered by a physician, dentist or podiatrist.
- E. The prohibition contained in subsection A of this section shall not apply to the sale, offering for sale, or furnishing of any alkyl nitrite product by:
 - 1. A pharmacist to a physician, dentist, podiatrist, veterinarian or to any other person possessing a prescription issued by a physician, dentist, podiatrist or veterinarian for such a product;
 - 2. A physician, dentist, podiatrist or veterinarian to his or her patients; or
 - 3. A manufacturer or wholesaler of alkyl nitrite products to a pharmacist, physician, dentist, podiatrist or veterinarian.

(Ord. 86-0173 § 1, 1986.)

Part 2 - RABIES CONTROL AND VICIOUS ANIMALS

11.04.200 - Persons bitten by certain animals—Report required—Treatment.

It shall be the duty of each physician to report to the director any case coming to the physician's attention in which a person has been bitten by, or otherwise exposed to, an animal of a species subject to rabies, giving the full name, age and address of the person who has been bitten. If no physician is in attendance on said case, said report shall be made by the person bitten or otherwise exposed, or, in the case of a minor, by his parent or guardian. The director shall

ascertain that said individual is treated as the director, in his opinion and discretion, deems necessary for the protection of said individual, and the director shall order the quarantine and observation of the biting animal until it is established by the director that such animal does not have symptoms of rabies.

(Ord. 10728 § 1 (part), 1973: Ord. 7583 Part 2 § 218, 1959.)

11.04.210 - Confinement of biting animals—Procedure generally.

The biting animal shall be quarantined, confined and observed for at least 14 days (dogs and cats, 10 days) after the day of infliction of the bite, with the exception that the following alternative to the 10-day isolation of dogs and cats is permitted: dogs or cats which have been isolated in strict confinement, under proper care and under observation of a licensed veterinarian, in a pound, veterinary hospital or other adequate facility, in a manner approved by the director of public health, may be released from isolation by the director after five days of veterinary observation if, upon conducting a thorough physical examination on the fifth day or more after infliction of the bite, the observing veterinarian certifies that there are no clinical signs or symptoms of any disease.

(Ord. 2006-0040 § 82, 2006: Ord. 10728 § 1 (part), 1973: Ord. 7583 Part 2 § 219, 1959.)

11.04.220 - Confinement of biting animals—Alternate procedures.

- A. The quarantine described in Section 11.04.210 may be made on the property of the person having charge, custody or control of such animal when adequate quarantine facilities are available; or, at the discretion of the director, such animal may be placed under quarantine and observation in any licensed boarding kennel.
- B. Should the animal be relinquished by the owner to the director to be disposed of upon release from quarantine, the director may, at his discretion, impound such animal in an approved animal control facility.

(Ord. 10728 § 1 (part), 1973: Ord. 7583 Part 2 § 220, 1959.)

11.04.225 - Fee for confinement of biting animals.

- A. Under the conditions described in subsection B of this section, the county shall recover a fee of \$50.00 for the costs incurred by the department of public health in the confinement of a biting animal as described in Sections 11.04.200, 11.04.210 and 11.04.220. The county shall also recover any related costs, including care and feeding of the confined animal, and any reasonable costs that it may incur in connection with the collection of such fees.
- B. The fee shall be assessed when:
 - 1. The director of public health or his designee confines an animal described in Section 11.04.200 on the owner or custodian's premises and the victim of the bite is not the owner or custodian of the animal; and
 - 2. The victim was not engaged in an illegal activity against the person or on the property of the owner or custodian.
- C. Notwithstanding the above, the fee shall not be assessed when the animal is a police dog or guide dog as defined in California Health and Safety Code Sections 1919 and 1919.1.
- D. The director or his designee may waive, in full or in part, the above fee, if necessary to accomplish the protection of animal or public health, safety or welfare.

(Ord. 2006-0040 § 83, 2006: Ord. 93-0055 § 11, 1993.)

11.04.230 - Owner of biting animal—Report required—Examination of confined animal.

Whenever the owner or person having charge, custody or control of any animal observes or learns that such animal has bitten or otherwise exposed a human being, such owner or person having charge, custody or control of such animal shall report the incident at once to the director and shall confine such animal in an enclosure, or shall securely hold and restrain said animal, by chain or other device, for examination and observation by the director. No owner or person having charge, custody or control of such animal shall fail, refuse or neglect to allow the director to make an inspection or examination of such animal for the purpose of determining whether such animal has symptoms of rabies.

(Ord. 10728 § 3 (part), 1973: Ord. 7583 Part 2 § 221, 1959.)

11.04.240 - Owner of biting animal—Quarantine requirements—Examination of dead animal.

No owner or person having charge, custody or control of any animal biting or otherwise exposing a human being shall fail, refuse or neglect to confine in an enclosure, or securely hold and restrain such animal by chain or other device, upon the premises of the owner or person having charge, custody or control of such animal, for the period of quarantine as shown in Section 11.04.210. Should such animal die while under quarantine and observation, the owner or person having charge, custody or control of such animal shall surrender the carcass of such animal or such portion of the carcass as may be demanded by the director.

(Ord. 10728 § 3 (part), 1973: Ord. 7583 Part 2 § 222, 1959.)

11.04.250 - Destroying quarantined animal prohibited—Exception.

It is unlawful for any owner or person having charge, custody or control of any animal that has bitten or otherwise exposed a human being or is suspected of having rabies to destroy such animal, or have such animal destroyed, during the quarantine period, unless permission is granted by the director.

(Ord. 10728 § 3 (part), 1973: Ord. 7583 Part 2 § 223, 1959.)

11.04.260 - Suspected rabid animals—Owner report and confinement duty.

Whenever the owner or person having charge, custody or control of any animal learns or observes that such animal has shown symptoms of rabies or has acted in a manner which would give said person or owner reason to believe that said animal has rabies, it shall be unlawful for such owner or person having charge, custody or control of such animal to fail, refuse or neglect to notify the director at once and to confine such animal in an enclosure, or to securely hold and restrain such animal by chain or other device until it shall be established that such animal does not have symptoms of rabies, or to fail, refuse or neglect to allow the director to inspect or examine such animal for symptoms of rabies.

(Ord. 10728 § 3 (part), 1973: Ord. 7583 Part 2 § 224, 1959.)

11.04.270 - Quarantine of animals coming in contact with rabid animals.

Animal contacts of a known rabid or suspected rabid animal shall be quarantined in a place and manner, and for a period of time, designated by the director.

(Ord. 10728 § 3 (part), 1973: Ord. 7583 Part 2 § 225, 1959.)

11.04.280 - Vicious animals—Identification procedure—Confinement requirements.

- A. It shall be the duty of the director, upon receipt of an affidavit from any person who has been bitten by an animal or from a person who has witnessed such an occurrence, to investigate and, upon reasonable indication of the animal's viciousness, to notify the owner or custodian of such animal, in writing, to keep such animal at all times confined strictly to the premises of said owner or custodian in such a manner that the animal may not do bodily harm to any person having legitimate reason to be upon the premises of said owner or custodian.
- B. Permanent Quarantine. After the receipt by the owner or custodian of such animal of the notice as provided in subsection A of this section, the owner or custodian shall at all times thereafter keep such animal, or cause such animal to be kept, on the property or premises where such owner or custodian resides, in the manner specified in subsection A above. Such animal shall not be moved from the place of quarantine or disposed of in any manner without the permission of the director, and in the event of the death of the animal, the carcass of the animal shall be surrendered by the owner or custodian to the director on demand, as proof of the death of the animal.

(Ord. 10728 § 2 (part), 1973: Ord. 7583 Part 2 § 226, 1959.)

11.04.290 - Vicious animals—Appeal from quarantine requirement—Hearing procedures.

Any person whose animal has been declared vicious and placed on permanent quarantine may petition the director for a hearing. Such a petition shall be in writing, signed by the applicant, and shall set forth in detail the facts and reasons upon which his petition is based. If the director finds that the facts upon which he based his order of quarantine no longer exist, he shall rescind the quarantine. Otherwise, he shall set the matter for a public hearing not less than 60 days after the filing of the petition and, in writing, either by registered or certified mail, postage prepaid, or in the manner required for the service of summons in civil actions, not less than five days prior to the hearing, notify the applicant of the time and place thereof. The director shall give the petitioner and all other persons who desire to be heard an opportunity to testify and to present any relevant facts. The director may place any witness under oath. The director, when he deems it necessary, may continue the hearing at any time and shall give notice thereof at the hearing or as required when the matter is first set for hearing. At the close of the hearing or within 10 days thereafter, from the evidence presented, the director shall determine the facts and shall take the action required thereby, continue the quarantine, set aside the quarantine, or such other action as is required by law under the facts. He may notify the petitioner at the close of the hearing as to his ruling if the petitioner is present, either in person or by counsel. Otherwise, he shall notify the petitioner of his action by a notice in writing served by first class mail, postage prepaid, or in the manner required for the service summons in a civil action.

(Ord. 10728 § 4, 1973: Ord. 7583 Part 2 § 227, 1959.)

Part 3 - BATHHOUSES AND SIMILAR COMMERCIAL ESTABLISHMENTS

11.04.300 - Findings.

Acquired Immune Deficiency Syndrome (AIDS) is a fatal disease of epidemic proportions in Los Angeles County. Evidence exists that certain commercial establishments in the county allow, facilitate, and/or provide facilities for their patrons to engage in high risk sexual contact which poses a significant risk for the transmission of the human immunodeficiency virus (HIV), which has been associated with AIDS, and other sexually transmitted diseases. Such high risk sexual contact poses an unacceptable public health risk which must be eliminated.

(Ord. 2004-0050 § 1, 2004: Ord. 88-0012U § 1 (part), 1988.)

11.04.310 - Definitions.

The following terms as used in this Part 3 shall have the following meanings:

- A.
 - 1. "Commercial sex venue" means any establishment that charges patrons or members a fee for admission or membership and which as one of its primary purposes allows, facilitates, and/or provides facilities for its patrons or members to engage in any high risk sexual contact while on the premises.
 - 2. Excluded from the definition of commercial sex venue shall be any hotel or motel, as defined in subsection C of this section.
- B.
 - 1. "High risk sexual contact" means anal or vaginal intercourse, oral copulation, and any other behavior or activity identified by the county health officer pursuant to subsection B.2 of this section.
 - 2. In recognition that medical information about AIDS and how it is transmitted continues to develop, the county health officer may amend the definition of high risk sexual contact when, in his opinion, such a change is supported by the then-available scientific information. Any such change shall be effective only after notice of such change is given to the board of supervisors and is published once a week for three weeks in a newspaper of general circulation in the county and is provided to each establishment which has been issued or applied for a permit pursuant to Section 11.04.320 herein.
- C. "Hotel" or "motel" means a commercial establishment meeting all of the following requirements:
 - 1. The establishment holds itself out as being primarily in the hotel or motel business;
 - 2. The establishment is licensed by all applicable jurisdictions as a hotel or motel;
 - 3. The establishment complies with any applicable occupancy tax ordinance;
 - 4. The establishment complies with all applicable state, city and county statutes, ordinances and regulations controlling the operation of motels or hotels.

(Ord. 2004-0050 § 2, 2004: Ord. 88-0012U § 1 (part), 1988.)

11.04.320 - Public health facility permit.

- A. It shall be unlawful for any person or entity to operate, conduct or carry on a commercial sex venue, unless the owner of the commercial sex venue first obtains, and continues to maintain in full force and effect, a public health facility permit. The owner of any commercial sex venue which was lawfully operating on the effective date of this section shall either cease operation or obtain a public health facility permit within six months of the effective date of this section.

- B. Within 30 calendar days of the adoption of this section, the county health officer shall establish commercial sex venue regulations, which are intended to eliminate the unacceptable public health risk posed by the operation of commercial sex venues. A copy of these commercial sex venue regulations shall be made available to any member of the public at no charge, upon request. As determined necessary by the county health officer, he may, from time to time, amend the commercial sex venue regulations. A copy of any amendments shall also be made available to any member of the public at no charge, upon request.
- C. Upon review and verification by the county health officer that the owner has met the requirements enumerated in the commercial sex venue regulations, he shall issue a public health facility permit to the owner.
- D. Any public health facility permit issued by the county health officer to the owner of a commercial sex venue is nontransferable. The public health facility permit shall be valid for a twelve-month period and only for the approved facility.

(Ord. 2004-0050 §§ 3, 4, 2004.)

11.04.330 - Posting requirements.

- A. The public health facility permit issued to the owner of any facility operating as a commercial sex venue must be posted and exhibited at all times in an area that is visible to the public and to patrons and members of the commercial sex venue.
- B. At all times, every commercial sex venue shall have posted so as to be clearly visible to patrons and members entering the establishment a legible sign, in lettering at least one inch in size, that provides the following information:

Any public health concerns regarding this establishment should be directed to the Los Angeles County Department of Health Services Office: (the program office address and telephone number to be provided by the county health officer).

(Ord. 2004-0050 §§ 5, 6, 2004.)

11.04.340 - Permit—Reporting requirements.

Every owner of a commercial sex venue for which a public health facility permit has been issued by the county health officer under the provisions of this Part 3 shall report to him any changes in the status of the business or activities which is made reportable by commercial sex venue regulations, within 15 calendar days of the change.

(Ord. 2004-0050 § 7, 2004.)

11.04.350 - Permit—Suspension and revocation.

- A. Any public health facility permit issued pursuant to this Part 3 may be suspended or revoked at any time by the county health officer for failure to comply with any provision of this Part 3 or any other violation of law or standard which creates a risk to the public health or safety, including, but not limited to, any violations of the commercial sex venue regulations, the Los Angeles County Code or the California Health and Safety Code, or any combination thereof, or for interference with the county health officer's performance of his duty.
- B. Whenever the county health officer finds that an owner is not in compliance with the requirements of this Part 3, or any law or standard affecting the public health or safety, including, but limited to, the commercial sex venue regulations, the Los Angeles County Code or the California Health and Safety Code, or any combination thereof, a written notice of noncompliance shall be issued to the owner. The notice of noncompliance shall include a statement of all deficiencies found, and shall specify the mandatory corrective measures, including, if appropriate, preparation by the owner of a corrective action plan, which must be completed to address all

deficiencies. The county health officer shall provide a date (hereinafter "compliance date") by which all the mandatory corrective measures must be completed. On the compliance date, the county health officer will assess if the mandatory corrective measures taken by the owner are sufficient to cause the county health officer to conclude that the deficiencies that were set out in the notice of noncompliance have been corrected or otherwise sufficiently addressed to ensure that they no longer present a risk to public health or safety. The notice of noncompliance shall inform the owner that failure to sufficiently address the deficiencies may result in the imposition of any penalty provided for in this Part 3. The notice of noncompliance shall also advise the owner of his right to an administrative review under the provisions of subsection E of this section.

- C. Notwithstanding any other provision of this Part 3, if the county health officer finds that an owner is not in compliance with the requirements of this Part 3, or any law or standard affecting the public health or safety, including, but not limited to, the commercial sex venue regulations, the Los Angeles County Code or the California Health and Safety Code, or any combination thereof and this owner has demonstrated a pattern of violations such that, in the judgment of the county health officer additional time will not result in compliance, the county health officer may immediately suspend or revoke the owner's health facility permit. In such case, the county health officer shall issue a written notice to the owner that shall specify the acts or omissions found to be violations of any applicable regulations or laws, and in the case of suspension, shall state the duration of the suspension and the corrective measures, if any, which the owner must implement as a condition of the reinstatement or reissuance of the permit, at end of the suspension period. The notice shall also advise the owner of his right to an administrative review under the provisions of subsection E of this section.
- D. Notwithstanding any other provision of this Part 3, if any immediate danger to the public health or safety is found or is reasonably suspected, unless the condition is corrected forthwith, the county health officer may immediately suspend any public health facility permit issued pursuant to this Part 3, and/or initiate a criminal complaint, pending a determination of an administrative review as provided herein. Immediate danger to the public health or safety shall include any condition, based upon inspection findings or other evidence, that can cause, or is reasonably suspected of causing, infection or disease transmission, or any known or reasonably suspected hazardous condition. Whenever a public health facility permit issued pursuant to this Part 3 is immediately suspended as a result of an immediate danger to the public health or safety, the county health officer shall issue to the owner a written notice of noncompliance. The notice of noncompliance shall include a statement of all deficiencies found, and shall specify the mandatory corrective measures, including, if appropriate, preparation by the owner of a corrective action plan, which must be completed to address all deficiencies. The county health officer shall set a compliance date by which all the mandatory corrective measures must be completed. On the compliance date, the county health officer will assess if the mandatory corrective measures taken by the owner are sufficient to cause the county health officer to conclude that the deficiencies that were set out in the notice of noncompliance have been corrected or otherwise sufficiently addressed to ensure that they no longer present a risk to the public health or safety. In this circumstance where a business is immediately closed because of an immediate danger to the public health or safety is found or reasonably suspected, the owner may request that the compliance date occur on a date earlier than that scheduled by the county health officer. If the owner requests this earlier date, the county health officer shall reschedule the compliance date to a time no later than the end of the third business day following the owner's request. The notice of noncompliance shall inform the owner that failure to sufficiently address the deficiencies may result in the imposition of any penalty provided for in this Part 3. The notice of noncompliance shall also advise the owner of his right to an administrative review under the provisions of subsection E of this section.
- E. A request for an administrative review, as specified in subsections B and D of this section, must be made by the owner in writing within 15 calendar days of the compliance date set forth in the notice of noncompliance or any extension thereof which is later granted by the county health officer. A request for an administrative review, as specified in subsection C of this section, must be made by the owner in writing within 15 calendar days of the date the notice provided for in subsection C is issued by the county health officer. Failure to request an administrative review within the prescribed time shall be deemed a waiver of the right to such review. The administrative review shall be held within 15 calendar days of the receipt of a written request for a review and shall be conducted by a designee of the county health officer who was not involved in issuing the notice of noncompliance (hereinafter "reviewer"). Upon written request of the owner, or on his own initiative, the reviewer may advance or postpone the scheduled administrative review date, if, in his opinion, good cause warrants such action. The reviewer shall issue to the owner a written notice of his decision within five working days of the completion of the administrative review. Upon completion of the administrative review, the reviewer may

modify, suspend, revoke or continue all such actions previously imposed upon a public health facility permit issued pursuant to this Part 3. In the event of suspension or revocation of the public health facility permit, the notice of decision shall specify the acts or omissions found to be violations of any applicable regulations or laws and, in the case of suspension, shall state the duration of the suspension and the corrective measures, if any, which the owner must implement as a condition of the reinstatement or reissuance of the permit, at end of the suspension period.

- F. In the event a public health facility permit is suspended or revoked, the owner of the commercial sex venue shall cease to operate said facility as a commercial sex venue, unless and until the public health facility permit is reinstated or reissued.

(Ord. 2004-0050 § 8, 2004.)

11.04.360 - Compliance with Part 3 provisions required.

- A. The provisions of this Part 3 are in full force and effect in the county and in every municipal jurisdiction in the county adopting this Part 3.
- B. Any person owning or operating any business or establishment regulated by this Part 3, must comply with the provisions of this Part 3.
- C. Any person who owns or operates a commercial sex venue without a valid public health facility permit, or who, upon demand of the county health officer, refuses, or neglects to conform to a lawful order or directive issued by him pertaining to conduct regulated by this Part 3, is guilty of a misdemeanor, punishable by a fine of \$1,000.00, imprisonment in the county jail for a period not exceed six months, or both. Each such act is punishable as a separate offense, and each subsequent day that an act continues constitutes a separate act punishable as separate offense.

(Ord. 2004-0050 § 9, 2004.)

11.04.370 - Health officer—Right to enter and inspect.

The county health officer may enter and inspect any commercial sex venue, or enter and inspect any location suspected of being a commercial sex venue, for purposes of enforcing this Part 3. Such inspections may be conducted as often as necessary to ensure compliance with the provisions of this Part 3.

(Ord. 2004-0050 § 10, 2004.)

11.04.380 - Noncompliance with county health officer—Injunctive relief.

Any act or failure to act which is a violation of this Part 3 may be the subject of a civil action to enjoin the person so acting or failing to act to conform his or her conduct to the provisions of this Part 3. The filing and prosecution of such an action shall, in no way, limit the authority or ability of the county health officer to enforce the requirements of this Part 3 or impose penalties or take any other actions enumerated herein.

(Ord. 2004-0050 § 11, 2004.)

Chapter 11.06 - PERMITS AND SPECIAL SERVICE FEES

11.06.020 - Fee schedule.

The director of public health shall from time to time review, adopt, amend, repeal and enforce rules and regulations for the protection of the public health, safety and general welfare. Such rules and regulations may include a schedule of fees to pay for cost of services provided pursuant to Title 8 and Title 20 of this code.

(Ord. 2006-0040 § 84, 2006: Ord. 2005-0053 § 6, 2005: Ord. 11992 § 5 (part), 1979: Ord. 7583 Part 3 Ch. 10 § 751, 1959.)

Chapter 11.07 - Public Events With Daily Attendance of Over 10,000 Participants

11.07.010 - Findings.

A. The Board of Supervisors finds as follows:

1. Large scale events can pose a variety of health and safety risks to the attendees of these events;
2. These events can drain critical resources such as law enforcement, fire, emergency medical response and emergency room services;
3. Threat assessments should be conducted in order to minimize these risks;
4. Where the threat assessment leads to a determination that there is a strong probability that loss of life or harm to attendees can occur, then an event action plan shall be required in order to minimize the strong probability of loss of life or harm through adequate health and safety planning to reduce the risk associated with the event; and
5. Annual fairs controlled by the Food and Agricultural Code and certain other large scale events held in venues such as theaters with assigned seats should be excluded from this process as they do not tend to pose the kinds of health and safety risks this ordinance is intended to address.

(Ord. 2016-0015 § 1, 2016.)

11.07.020 - Definitions.

- A. "County property" includes real property owned, leased, subleased, or otherwise assigned by the County, or real property subject to the use and control of the County. It includes real property of the County in the possession of a public or private entity under contract with the County. By way of example, it includes all public buildings and the surrounding grounds owned or leased by the County in the unincorporated and incorporated portions of the County, such as the Los Angeles County Fairgrounds in the City of Pomona, the Whittier Narrows Recreation Area in South El Monte, and Grand Park in the City of Los Angeles.
- B. "Assessment team" shall include a team comprised of one or more representatives appointed by their respective directors from the following Departments: Fire, Sheriff, Health Services Emergency Medical Services, and Public Health. Representatives from other County departments, offices or local jurisdictions may be added as the need arises or to assess a particular event.
- C. "Event Action Plan" means a plan developed for an event that imposes measures intended to minimize any strong probability of loss of life or harm.
- D. "Promoter" means the individual, association, corporation, partnership, or other organization that arranges, holds, organizes, or otherwise conducts the event. In no circumstance shall the County be considered a promoter.

(Ord. 2016-0015 § 1, 2016.)

11.07.030 - Public Events—Threat Assessment.

- A. A threat assessment shall be conducted by the assessment team for any event (or a scheduled series of similar events) held on County property or in the unincorporated area of the County with an expected daily attendance level of over 10,000 participants. This threat assessment shall be initiated by written request of the promoter no later than 120 days prior to the scheduled date of the proposed event, unless another time frame is agreed to by the assessment team, and shall be completed by the assessment team no later than 10 business days after submission of the promoter's written request, unless the assessment team requires additional time to assess the event. The purpose of the threat assessment is to assess the threat of a strong probability of loss of life or harm to participants that the event may pose. The assessment shall include, but not be limited to, the following topics:
1. Prior events held by the promoter;
 2. Prior events held at the facility;
 3. Similar types of events in general;
 4. The anticipated size of the event;
 5. The potential need for law enforcement;
 6. The potential need for onsite medical care;
 7. The potential for drug use and distribution;
 8. The potential need for restrictions as to age of attendees, alcohol use, hours of the event, capping attendance, etc.; and
 9. The potential to drain critical resources such as law enforcement, fire, emergency medical response, and emergency room services in the region.
- B. If the assessment team determines that, based on the facts presented to it in the assessment, there is a strong probability that loss of life or harm to the participants could occur, then the assessment team shall require the promoter to participate in the preparation of an event action plan, which shall be submitted at least 60 days prior to the scheduled date of the event unless a different time period is agreed to by the assessment team. The assessment team shall either approve, conditionally approve, disapprove, or request revisions to the event action plan within 15 days of the date it is submitted by the promoter. The promoter shall not hold the event until the assessment team approves the final event action plan. The event action plan shall address all of the following:
1. Health and safety concerns, including, but not limited to, attendance capacity, fire safety protections, alcohol sales, signage, adequacy of ventilation, and emergency ingress and egress, of the event space, and whether the promoter should: (a) provide free water and other cooling amenities, such as shade structures, air conditioning, and misters; (b) prohibit any person under 18 or 21 years of age from attending the event; (c) prohibit alcohol sales; (d) limit the size of the event; and (e) prepare and implement a medical action plan that provides for onsite medical care, availability of private medical transport, and/or coordination with area hospitals, trauma centers, and emergency medical services providers.
 2. Law enforcement concerns, including, but not limited to, requiring a reasonable or enhanced ratio of peace officers or security guards to event attendees, and mechanisms for crowd control which could include limiting attendance, crime prevention, and the prevention of drug use and drug trafficking through the use of measures such as, amnesty boxes, searches and the use of drug sniffing dogs.
 3. The potential need for supplying educational pamphlets, or other relevant emergency materials, including, but not limited to, first aid, to help alleviate any risk posed by the event.
- C. The promoter shall permit representatives of the assessment team to attend event setup and the event itself to observe compliance with the event action plan.
- D. The promoter shall participate with the assessment team in an after action review of the event upon request of the assessment team to assess compliance with, and the effectiveness of, the event action plan. The after action review shall be held within 14 days of the event unless otherwise approved by the assessment team.
- E. The assessment team shall develop a summary assessment process for recurring events at the same property where it had previously determined that the recurring events do not present a strong probability that loss of life or harm to participants could occur, and may assess multiple similar events together if requested to do so by the promoter.

- F. Notwithstanding subsections A and B, inclusive, if the event is a performance that by its nature places the performers at risk, then the event action plan is not required to address that risk.
- G. The County may seek reimbursement from the promoter for the reasonable costs to the County to prepare the threat assessment pursuant to subsection A, review the event action plan pursuant to subsection B, and conduct the after action review pursuant to subsection D.

(Ord. 2016-0015 § 1, 2016.)

11.07.040 - Exemptions.

This Chapter shall not apply to the following types of events:

- A. An event that is an annual fair within the network of California fairs, as described in Division 3 (commencing with section 3001) of the Food and Agricultural Code, if the primary purpose of the event is to exhibit or promote the state's agriculture, livestock, or industrial or natural resources through exhibits, vendors, or other educational programming.
- B. An event that is held solely within a theater, grandstand, amphitheater, performing arts center or similar facility with a permanent stage or performance space and permanent seating where the majority of attendees are assigned specific seats to observe the performance, regardless of the level of attendance.

(Ord. 2016-0015 § 1, 2016.)

11.07.050 - Severability.

If any provision or clause of this chapter or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect any other provision or application of this chapter which can be given effect without the invalid provision or application, and to this end the provisions of this chapter are declared to be severable.

(Ord. 2016-0015 § 1, 2016.)

Chapter 11.08 - CHILDREN'S CAMPS^{[11](#)}

Footnotes:

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For statutory provisions on organized camps, see Health and Saf. Code § 18897 et seq.

11.08.010 - Children's camp defined.

A children's camp is any place maintained for recreational or other purposes where 10 or more children under the age of 21 are kept for five days or more while away from their usual place of residence. This chapter shall not apply to any private boarding school as defined in this Division 1, or any place of detention maintained by a governmental agency.

(Ord. 7583 Part 3 Ch. 9 § 700, 1959.)

11.08.020 - Establishment—Plans and specifications required.

A person intending to establish a new children's camp shall submit, in duplicate, complete plans of the proposed camp, including a plot plan drawn to scale, to the director for approval, prior to construction of new buildings or conversion of existing buildings.

(Ord. 7583 Part 3 Ch. 9 § 701, 1959.)

11.08.030 - General requirements—Compliance required.

Children's camps shall comply with the requirements of the California Health and Safety Code, Division 13, Part 2.3, Camps, and the California Code of Regulations, Title 17, Subchapter 6, Organized Camps.

(Ord. 2007-0089 § 4, 2007; Ord. 8588 § 1 (part), 1964; Ord. 7583 Part 3 Ch. 9 § 709, 1959.)

11.08.040 - Sanitation and maintenance.

All camp facilities, buildings and grounds in a children's camp shall be maintained in good repair and in a clean, sanitary condition.

(Ord. 7583 Part 3 Ch. 9 § 708, 1959.)

11.08.050 - Toilets, lavatories and showers.

- A. Every children's camp shall be provided with at least one toilet facility for each multiple of 15 children, or fraction thereof, of each sex. Toilet and shower rooms shall be maintained in a clean, sanitary condition. Children's sleeping quarters shall not be located over 200 feet from a toilet building. At least one lavatory with running water shall be located adjacent to each toilet room or privy structure. A lavatory for hand-washing, provided with hot and cold running water, shall be maintained within each kitchen, and used for no other purpose. At least one shower head with hot and cold running water shall be provided for each 15 children of each sex. The operator shall provide soap for all such lavatories and showers; all such showers shall be in buildings and all such buildings shall be properly lighted, plumbed and ventilated. All children in children's camps shall be given the opportunity to use the showers at reasonable intervals.
- B. This section shall not prohibit the installation and maintenance of additional properly plumbed, open-air showers in connection with swimming pools or swimming areas.

(Ord. 7583 Part 3 Ch. 9 § 702, 1959.)

11.08.060 - Infirmary.

Every children's camp shall have an infirmary building exclusively for isolation purposes. Such building shall be properly screened, heated, ventilated, and supplied with separate toilet facilities and a lavatory with hot and cold running water. The construction of the infirmary shall be such that the occupants shall be protected against dampness during inclement weather. A tent shall not be used as an infirmary building.

(Ord. 7583 Part 3 Ch. 9 § 703, 1959.)

11.08.070 - Sleeping quarters.

- A. No person shall use, or suffer or permit any child or adult to use, any room or place for sleeping purposes within any children's camp if such room or place is overcrowded, or if there is insufficient light, windows, ventilation or drainage, or if the room or place is insanitary. In all rooms or places used as sleeping quarters, the beds shall be so situated that there is a clear space of at least three feet horizontally and 30 inches vertically between beds.
- B. Every room or place used for sleeping purposes, occupied by two persons, shall contain not less than 630 cubic feet of air space.
- C. Every room or place used for sleeping purposes shall be deemed to be overcrowded if it is occupied by more than two persons and contains less than 630 cubic feet of air space plus 500 cubic feet of air space for every person occupying the room in excess of two persons.

(Ord. 7583 Part 3 Ch. 9 § 704, 1959.)

11.08.080 - Food supply.

It is unlawful to use any food in a children's camp unless such food is from a source approved by the director.

(Ord. 7583 Part 3 Ch. 9 § 706, 1959.)

11.08.090 - Milk.

It is unlawful to serve or use any milk in a children's camp unless such milk is certified milk or is pasteurized market milk.

(Ord. 7583 Part 3 Ch. 9 § 705, 1959.)

11.08.100 - Utensils and other food service equipment.

All utensils, counters, shelves, tables, stoves, hoods, refrigeration equipment and all other food service equipment shall be kept clean and in good repair. It is unlawful to use or keep any utensils that are corroded, cracked, chipped or broken.

(Ord. 7583 Part 3 Ch. 9 § 707, 1959.)

Chapter 11.09 - SHARED KITCHEN COMPLEX

11.09.010 - Definitions.

The following words and phrases shall apply to this Chapter, irrespective of their use in other Chapters of Division 1 of this Title.

- A. "Secured food processing station" means an enclosed room within a shared kitchen complex used by a shared kitchen complex tenant wholesale food processor pursuant to Section 11.12.110 of the Los Angeles County Code. A secured food processing station shall include one or more food preparation tables, a hand wash sink, a food preparation sink, when applicable, a warewashing sink, cooking equipment, and food storage space. A shared kitchen complex shall not allow multiple shared kitchen complex tenants wholesale food processors to occupy a single secured food processing station simultaneously. Each secured food processing station is to be

occupied exclusively by only one shared kitchen complex tenant wholesale food processor pursuant to a lease or other written arrangement for the term of that lease or other written arrangement.

- B. "Shared kitchen complex manager" means the individual responsible for managing a shared kitchen complex, as defined in Section 8.04.425 of the Los Angeles County Code, to ensure compliance with all applicable federal, state, and local laws, regulations, and ordinances.
- C. "Standard sanitary operating procedures" means written responsibilities and procedures for the operation of a shared kitchen complex, as defined in Section 8.04.425 of the Los Angeles County Code. The standard sanitary operating procedures shall identify the responsibilities of the shared kitchen complex manager and of the shared kitchen complex tenants for the following operational aspects of the shared kitchen complex, including each secured processing station:
 - 1. Cleaning and sanitizing procedures for food equipment and utensils;
 - 2. Proper storage of food product, utensils, and equipment;
 - 3. Checking and recording of temperatures of refrigeration units and of hot water;
 - 4. Reporting required maintenance;
 - 5. Cleaning and maintenance of common or shared areas including but not limited to restrooms, storage areas, cooking equipment, hood systems, and warewashing sinks;
 - 6. Providing and scheduling commercial pest control; and
 - 7. Any other guidelines, orders, regulations or directives issued by the County health officer.

(Ord. 2015-0065 § 9, 2015.)

11.09.050 - Shared Kitchen Complex Manager—Duties.

A shared kitchen complex manager shall have the following duties:

- 1. Ensure that any shared kitchen complex tenant complies with all applicable federal, state, and local laws and regulations pertaining to equipment and food safety requirements, including, but not limited, to those set forth in the California Health & Safety Code and the Los Angeles County Code.
- 2. Ensure that any shared kitchen complex tenant has a valid public health permit prior to occupying space within a shared kitchen complex.
- 3. Maintain a Person in Charge at the shared kitchen complex during operating hours as a point of contact for the County health officer and each shared kitchen complex tenant.
- 4. Ensure food contact surfaces of equipment shared by the shared kitchen complex tenants are cleaned and sanitized between use by each such tenant.
- 5. Ensure the shared kitchen complex conforms to sanitation requirements set forth in the Los Angeles County Code and the California Retail Food Code, as applicable.
- 6. Develop written standard sanitary operating procedures, as specified in Section 11.09.010 C.
- 7. Maintain on file or otherwise make immediately available at the shared kitchen complex the following records:
 - a. a list of all shared kitchen complex tenants and their contact information;
 - b. for each such tenant, a copy of the food products approved for preparation, sale and/or service by the County health officer;
 - c. list of all food allergens known to be processed and/or handled within the shared kitchen complex;

- d. for each shared kitchen complex tenant, the name of such tenant's full-time employee holding a valid Certified Food Protection Manager certificate and copies of the California Food Handler Cards for all other of such tenant's employees responsible for handling food or cleaning equipment;
 - e. a copy of each executed lease or written agreement with each shared kitchen complex tenant; and
 - f. a copy of each shared kitchen complex tenant's current public health permit.
8. Provide dry and refrigerated storage space adequate for each shared kitchen complex tenant's storage needs.

(Ord. 2015-0065 § 9, 2015.)

11.09.100 - Shared Kitchen Complex Tenant, Retail Food Operator—Duties.

A shared kitchen complex tenant, retail food operator, as defined in Section 8.04.428 of the Los Angeles County Code, shall have the following duties:

- 1. Comply with all applicable equipment and food safety requirements set forth in this chapter and in the California Retail Food Code.
- 2. Acknowledge receipt of and comply with the standard sanitary operating procedures for the shared kitchen complex.
- 3. Secure all personal equipment and food product in the designated storage areas provided by the shared kitchen complex upon completion of food preparation and cleaning activities.
- 4. Report to the shared kitchen complex manager all cleaning required in common or shared areas and maintenance required to all common or shared equipment.
- 5. Report to the shared kitchen complex manager any food allergens handled and/or processed within the facility.
- 6. Label all food products packaged for sale or consumption with a statement that the food was prepared in a food facility where known food allergens are used.
- 7. Schedule access to the shared kitchen complex with the complex manager.
- 8. Obtain food from approved sources.
- 9. Conform to a menu approved by the health officer.
- 10. Have a valid public health permit or a copy thereof when onsite.
- 11. Keep and maintain on file at the shared kitchen complex the following records:
 - a. A Certified Food Protection Manager certificate, within sixty (60) days of receiving approval to operate within a shared kitchen complex; and
 - b. California Food Handler Cards for all food employees who do not hold a Certified Food Protection Manager certificate, within thirty (30) days of receiving approval to operate within a shared kitchen complex.

(Ord. 2015-0065 § 9, 2015.)

11.09.150 - Shared Kitchen Complex Tenant, Wholesale Food Processor—Duties.

A shared kitchen complex tenant, wholesale food processor, as defined in Section 8.04.430 of the Los Angeles County Code, shall have the following duties:

1. Comply with all applicable federal, state, and local laws and regulations pertaining to equipment and food safety, including but not limited to those set forth in the California Health and Safety Code and the Los Angeles County Code.
2. Comply with the standard sanitary operating procedures for the cleaning and sanitizing of all food contact surfaces, non-food contact surfaces, and utensils.
3. Secure all personal equipment and food product in the designated storage areas provided by the shared kitchen complex upon completion of food preparation and cleaning activities.
4. Report to the shared kitchen complex manager all cleaning required in common and/or shared areas and maintenance required to all common or shared equipment.
5. Report to the complex manager any food allergens handled and/or processed within the shared kitchen complex.
6. Follow all federal label requirements and guidelines.
7. Schedule access to the shared kitchen complex with the complex manager.
8. Ensure food is from approved sources.
9. Conform to the menu/food product(s) approved by the County health officer and/or State and federal regulators.
10. Have a valid public health permit, State and/or federal license or a copy thereof when onsite.
11. Keep and maintain on file at the secured food processing station the following records:
 - a. Certified Food Protection Manager certificate, within sixty (60) days of receiving approval to operate within a shared kitchen complex.
 - b. California Food Handler Cards for all food employees who do not hold a Certified Food Protection Manager certificate, within thirty (30) days of receiving approval to operate within a shared kitchen complex.
12. Comply with any other responsibilities deemed necessary by the County health officer for the protection of public health and safety.

(Ord. 2015-0065 § 9, 2015.)

Chapter 11.10 - FOOD DEMONSTRATORS

11.10.010 - Food demonstrator defined.

"Food demonstrator" means any person who offers or serves to the public, with or without charge, unpackaged bulk food or packaged food, for the purpose of publicizing, advertising, or promoting the sale of food, food products or food equipment.

"Food demonstrator" does not mean a person operating a pool establishment, restaurant or itinerant restaurant.

(Ord. 2008-0013 § 13, 2008: Ord. 8614 § 1 (part), 1964: Ord. 8588 § 1 (part), 1964: Ord. 7583 Part 3 Ch. 13 § 900, 1959.)

11.10.020 - Location for food preparation and serving.

All food used by a food demonstrator shall be stored, prepared and served in a building or tent, which shall be completely enclosed. Reasonable exits and entrances, as well as openings for the

purpose of ventilation are permitted. Flies and dust shall be controlled so as not to constitute a health hazard.

(Ord. 8588 § 1 (part), 1964: Ord. 7583 Part 3 Ch. 13 § 901, 1959.)

11.10.030 - Demonstrator to remain at display area.

Demonstrators, when offering food to customers, shall at all times remain at their display booths.

(Ord. 8588 § 1 (part), 1964: Ord. 7583 Part 3 Ch. 13 § 911, 1959.)

11.10.040 - Foods—Sanitation requirements.

- A. All food used, or to be used, by a food demonstrator shall be protected at all times from contamination by persons, flies, dust and dirt.
- B. Food in the process of being heated, chilled, compounded or displayed shall be protected at all times from contamination by persons, flies, dust and dirt, by panels of glass, plastic or other material arranged in such manner as will be acceptable to the director.
- C. Food samples shall not be offered from a common bowl, container, or tray or other device, in such a manner that the recipient's hands might contact other food being offered or on display.
- D. No exhibit of food shall be left unattended at any time.

(Ord. 8588 § 1 (part), 1964: Ord. 7583 Part 3 Ch. 13 § 904, 1959.)

11.10.050 - Foods—Storage—Requirements generally.

All food or food products shall be stored in compliance with Section 11.12.230.

(Ord. 8588 § 1 (part), 1964: Ord. 7583 Part 3 Ch. 13 § 908, 1959.)

11.10.060 - Foods—Storage—Temperature control.

Food demonstrators shall comply with the provisions of Section 11.12.240.

(Ord. 8588 § 1 (part), 1964: Ord. 7583 Part 3 Ch. 13 § 905, 1959.)

11.10.070 - Foods—Implements for handling.

Tongs, spatulas or other suitable implements shall be used by food demonstrators in the handling of foods. Hand contact with food shall be kept at the minimum.

(Ord. 8588 § 1 (part), 1964: Ord. 7583 Part 3 Ch. 13 § 907, 1959.)

11.10.080 - Utensils.

All implements, tools and equipment shall at all times be kept in a clean and sanitary condition and in good repair.

(Ord. 8588 § 1 (part), 1964: Ord. 7583 Part 3 Ch. 13 § 906, 1959.)

11.10.090 - Waste disposal.

Containers equipped with tightfitting lids or covers shall be provided for refuse, and exhibits shall be kept clean and sanitary. Where tanks, icers or other apparatus are used, facilities for the sanitary and adequate collection and disposal of wastewater shall be provided.

(Ord. 8588 § 1 (part), 1964: Ord. 7583 Part 3 Ch. 13 § 909, 1959.)

11.10.100 - Personal cleanliness.

All food demonstrators and food handlers shall wear clean, washable garments. Female food demonstrators and food handlers shall wear headbands, hair nets, or caps that confine their hair. The hands of all such persons shall be free of cuts, sores and bandages, and shall be kept clean at all times when food is being prepared or demonstrated.

(Ord. 8588 § 1 (part), 1964: Ord. 7583 Part 3 Ch. 13 § 910, 1959.)

11.10.110 - Hand-washing facilities.

- A. Hand-washing facilities shall be provided food demonstrators and food handlers assisting them.
- B. Said facilities shall be located at the place where food is offered or served closely adjacent thereto.
- C. When the number of lavatories or the facilities thereof are inadequate, or their location is such that their use by food demonstrators or food handlers or others assisting them will be inhibited, the director may order the installation of additional lavatories in such numbers and at such locations as will insure the protection of the public health.

(Ord. 8588 § 1 (part), 1964: Ord. 7583 Part 3 Ch. 13 § 903, 1959.)

11.10.120 - Toilet facilities.

Toilet facilities shall be provided for food demonstrators and food handlers who assist them. Said toilets must be conveniently located and at a distance not in excess of 300 feet from the place at which the food demonstration is conducted. There shall be separate toilets for each sex.

(Ord. 8588 § 1 (part), 1964: Ord. 7583 Part 3 Ch. 13 § 902, 1959.)

11.10.130 - Additional requirements authorized when.

The director of public health may impose such additional requirements upon particular food demonstrators, and the manner of their operation, depending upon special circumstances

respecting the type of food and the manner and location of its distribution and display, as are required for the protection of the public health.

(Ord. 2006-0040 § 85, 2006: Ord. 8588 § 1 (part), 1964: Ord. 7583 Part 3 Ch. 13 § 912, 1959.)

Chapter 11.11 - WHOLESALE FOOD SAFETY CERTIFICATION

11.11.010 - Definitions.

As used in this chapter:

- A. "Certified food handler" means an owner, operator, or any other person who possesses a current and valid food safety certificate and who supervises all or part of a wholesale food establishment's operations.
- B. "Department" means the county of Los Angeles, department of public health.
- C. "Director" means the director of the department of public health or his duly authorized designee.
- D. "Food safety certificate" means the certificate issued by the department, certifying that an individual has satisfactorily met the requirements set forth in Section 11.11.030, and demonstrated competency in food safety by passing an approved and accredited food safety certification examination as specified in Section 11.11.040.
- E. "Potentially hazardous food" means those foods as defined in section 11.12.005 (Z).

(Ord. 2007-0089 § 6, 2007: Ord. 2006-0040 § 86, 2006: Ord. 97-0071 § 9 (part), 1997.)

11.11.020 - Application and effect.

- A. Each wholesale food establishment as defined in Section 11.12.005 (JJ) shall have at least one certified food handler on the premises at all times during hours of operation.
- B. Wholesale food establishment owners/operators who operate more than one wholesale food establishment shall be required to have at least one certified food handler at each wholesale food establishment at all times during hours of operation.
- C. Failure to have a certified food handler on site at all times during the hours of operation of any wholesale food establishment as specified in this section shall be grounds for the suspension or revocation of the wholesale food establishment's public health license pursuant to the applicable provisions of Chapter 8.04 of this code and shall be punishable as set forth in Section 8.04.930.

(Ord. 2007-0089 § 7, 2007: Ord. 97-0071 § 9 (part), 1997.)

* **Editor's note:** Enacted by Ordinance 97-0071, Chapter 11.11 is effective January 16, 1998.

11.11.030 - Procedure for obtaining a food handler's training certificate.

- A. Every person desiring a food safety certificate shall file with the department an application for certification. Upon application, each person desiring certification shall provide:
 - 1. A current and valid certificate issued by an accredited entity which indicates passage of an approved and accredited food safety certification examination as specified in Section 11.11.040; and
 - 2. A current and valid photo identification of the applicant including but not limited to a state issued driver license or United States passport.

- B. Persons who have had their food safety certificate revoked by the department, and desire recertification, shall file with the department an application for recertification. Upon application, each person desiring recertification shall provide:
1. A current and valid certificate issued by an accredited entity which indicates passage of an approved and accredited food safety certification examination as specified in Section 11.11.040 on a date following the date of revocation of the certificate by the department.
 2. A current and valid photo identification of the applicant including but not limited to a state issued driver license or United States passport.

(Ord. 2007-0089 § 8, 2007: Ord. 97-0071 § 9 (part), 1997.)

11.11.040 - Approved and accredited examination.

- A. The food safety certification examination shall include, but need not be limited to, all of the following elements of knowledge:
1. Foodborne illness, including terms associated with foodborne illness, micro-organisms, hepatitis A, and toxins that can contaminate food and the illness that can be associated with contamination, definition and recognition of potentially hazardous foods, chemical, biological, and physical contamination of food, and the illnesses that can be associated with food contaminations, and major contributing factors for foodborne illness.
 2. The relationship between time and temperature with respect to foodborne illness, including the relationship between time and temperature and micro-organisms during the various food handling preparation, and serving states, and the type, calibration, and use of thermometers in monitoring food temperatures.
 3. The relationship between personal hygiene and food safety, including the association of hand contact, personal habits and behaviors, and food employee health to foodborne illness, and the recognition of how policies, procedures, and management contribute to improved food safety practices.
 4. Methods of preventing food contamination in all states of food handling, including terms associated with contamination and potential hazards prior to, during, and after delivery.
 5. Procedures for cleaning and sanitizing equipment and utensils.
 6. Problems and potential solutions associated with facility and equipment design, layout, and construction.
 7. Problems and potential solutions associated with temperature control, preventing cross-contamination, housekeeping, and maintenance.
- B. Food safety certification examinations shall be developed by certification organizations accredited by the American National Standards Institute as meeting the requirements of the Conference for Food Protection's "Standards for Accreditation of the Conference for Food Protection Manager Certification Programs." Persons who successfully pass an approved certification examination shall be issued a certificate by the certifying organization. The issuance date for each original certificate issued pursuant to this section shall be the date when the individual successfully passes the examination.

(Ord. 2007-0089 §§ 9, 10, 2007.)

11.11.060 - Exemptions.

Wholesale food establishments which deal exclusively with non-potentially hazardous pre-packaged food or wholesale food establishments required by the department to have only temporary operating permits shall be exempt from the provisions of this chapter.

(Ord. 2007-0089 § 12, 2007: Ord. 97-0071 § 9 (part), 1997.)

11.11.070 - Food safety certificate availability.

The original food safety certificate shall be retained on file at the wholesale food establishment at all times and shall be made available for inspection by the department upon request.

(Ord. 2007-0089 § 13, 2007: Ord. 97-0071 § 9 (part), 1997.)

11.11.080 - Compliance with certified food handler requirement.

A wholesale food establishment that commences operation, changes ownership, or no longer has a certified food handler, shall have 60 days to comply with this subdivision.

(Ord. 2007-0089 §§ 14, 15, 2007.)

11.11.100 - Expiration.

The food safety certificate shall be valid for five years from the date of passing an approved and accredited food safety certification examination as specified in Section 11.11.040. Upon the expiration or revocation of the food safety certificate, all persons must reapply for a new certificate according to the procedure set forth in Section 11.11.030.

(Ord. 2007-0089 § 17, 2007: Ord. 97-0071 § 9 (part), 1997.)

11.11.110 - Responsibilities of a certified food handler.

A certified food handler at a wholesale food establishment shall be responsible for the safety of food preparation and service, by ensuring that all employees who handle, or have responsibility for handling non-prepackaged foods of any kind, have sufficient knowledge to ensure the safe preparation or service of the food, or both. The nature and extent of the knowledge that each employee is required to have may be tailored, as appropriate, to the employee's duties related to food safety issues.

(Ord. 2007-0089 §§ 18, 19, 2007.)

11.11.120 - Suspension of food safety certificate.

- A. The director may immediately suspend any food safety certificate when any of the following conditions are found to exist within a wholesale food establishment which is operated by or under the supervision of the certified food handler:
1. Evidence indicating repeated or continuing violations of required procedures and practices in the preparation, service, storage, distribution or sale of food offered for public consumption;
 2. Any condition detrimental to the public health, which shall include but not be limited to, any condition that can cause food infection, food intoxication, disease transmission or any hazardous condition including, but not limited to, unsafe food temperature; or
 3. Evidence indicating falsification of information required by the department for issuance of the food safety certificate.

- B. The director shall issue a notice to the certified food handler setting forth the acts or omissions with which he or she is charged and informing him or her of the right to a hearing, if requested, to show just cause why the certificate should not be revoked.

(Ord. 2007-0089 § 20, 2007: Ord. 97-0071 § 9 (part), 1997.)

11.11.130 - Right to appeal following suspension.

- A. Any certified food handler whose food safety certificate has been suspended may make a written request for hearing within 15 calendar days after receipt of the notice specified in Section 11.11.120 to show just cause why the certificate should not be revoked. A failure to request a hearing within 15 calendar days after receipt of the notice shall be deemed a waiver of the right to a hearing. When circumstances warrant, the director may order a hearing at any reasonable time within this 15 day period to expedite the certification revocation process.
- B. The hearing shall be held within 15 calendar days of the receipt of the request for a hearing. Upon written request of the certified food handler, the director may postpone any hearing date, if circumstances warrant such action.
- C. The director shall preside over any hearing requested under this section.

(Ord. 2007-0089 § 21, 2007: Ord. 97-0071 § 9 (part), 1997.)

11.11.140 - Notice of decision.

- A. The director shall issue a written notice of decision to the certified food handler within five business days of the hearing. The notice of decision shall specify the acts or omissions with which the certified food handler is charged and shall specify either that the food safety certificate has been revoked or that it has been reinstated. If the food safety certificate has been reinstated, the notice of decision shall set forth any criteria which must be met to maintain the certified food handler's food safety certificate.
- B. Persons who have had their food safety certificate revoked may file with the department, an application for recertification as specified in Section 11.11.030 (B).

(Ord. 2007-0089 § 22, 2007: Ord. 2006-0040 § 87, 2006: Ord. 97-0071 § 9 (part), 1997.)

11.11.150 - Violation.

Notwithstanding any other provision of this chapter, violation of this chapter is punishable by a fine of not more than \$500.00 or by imprisonment in the county jail for not more than six months, or both. Each day during any portion of which any violation of any provision of this chapter is committed, continued or permitted makes such violation a separate offense.

(Ord. 97-0071 § 9 (part), 1997.)

11.11.160 - Severability.

If any provision of this chapter or the application thereof to any person or circumstance is held invalid, the remainder of the chapter and the application of such provision to other persons or circumstances shall not be affected thereby.

(Ord. 97-0071 § 9 (part), 1997.)

Chapter 11.12 - WHOLESALE FOOD ESTABLISHMENTS

11.12.005 - Definitions.

The following words and phrases shall apply to this Chapter, irrespective of their use in other Chapters of Division 1 of this Title:

- A. "Adulterated" means having been made impure by the addition of any poisonous or deleterious substance; or in the case of food, foodstuffs that have been produced, prepared, packed, or held under unsanitary conditions whereby it may have become contaminated or rendered unwholesome, diseased, or injurious to health; or when not prepared, packed, and held in accordance with the Current Good Manufacturing Practices (GMP's), 21 CFR Part 110.
- B. "Approved" means approved by the director based upon a determination of conformity with applicable laws, or in the absence of applicable laws, with current public health principles, practices, and generally recognized industry standards that protect the public health.
- C. "Approved source" means a producer, manufacturer, distributor, transporter, or food establishment that is acceptable to the enforcement agency based upon a determination of conformity with applicable laws, or in the absence of applicable laws, with current public health principles and practices, and generally recognized industry standards that protect public health.
- D. "Clean-In-Place (CIP)" means to clean in place by the circulation or flowing by mechanical means through a piping system of a detergent solution, water rinse, and sanitizing solution onto or over equipment surfaces that require cleaning. ("CIP" does not include the cleaning of equipment such as band saws, slicers or mixers that are subjected to in-place manual cleaning without the use of CIP system.)
- E. "Commissary" means a wholesale food establishment in which food, containers, equipment, or supplies are stored or handled; food is prepared or prepackaged for sale; utensils are washed; liquid and solid wastes are disposed of; or potable water is obtained for use in mobile food facilities.
- F. "Common Area" refers to all community aspects of a food market complex, wholesale, under the control of the food market complex, wholesale owner/operator. Common areas include, but are not limited to, community toilet rooms, mop sinks, handwashing facilities, community trash receptacles and collection services, drinking fountains, loading areas, parking lots, staging facilities, and security.
- G. "Control Point" means any distinct procedure or step in receiving, storing, handling, preparing, displaying, transporting or dispensing food.
- H. "County Health Officer" means the director of the Department of Public Health of the county of Los Angeles.
- I. "Critical Control Point" means a point or procedure in a specific food system where loss of control may result in an unacceptable health risk.
- J. "Critical Limit" means the maximum or minimum value to which a physical, biological, or chemical parameter must be controlled at a critical control point in order to minimize the risk that the identified food safety hazard may occur.
- K. "Current Good Manufacturing Practices (GMP's)" refers to the Current Good Manufacturing Practices for Manufacturing, Packing, or Holding of Human Food described in Title 21 of the Code of Federal Regulations, Part 110.
- L. "Department" means the Los Angeles County Department of Public Health.
- M. "Director" means the director of the Los Angeles County Department of Public Health or his/her duly authorized designee.
- N. "Employee" means the permit holder, person in charge, person having supervisory or management duties, family member, volunteer, person performing work under contractual agreement, or other person engaged in the preparation, dispensing, handling of food or food products in a wholesale food establishment.

- O. "Food" means any raw or processed substance, ice, beverage (including alcoholic beverages), water or any ingredient intended for use as food, drink, confection or condiment for human or animal consumption and chewing gum.
- P. "Food-Contact Surface" means a surface of equipment or utensil with which food normally comes into contact; or a surface of equipment or utensil from which food may drain, drip, or splash into a food or onto a surface normally in contact with food.
- Q. "Food Market Complex, Wholesale" means an establishment, its contents, and the contiguous land or property that rents, leases, or lends facilities within said establishment, for the purpose of conducting business as a food market, wholesale. A food market complex, wholesale, that rents, leases, or lends space to no more than two food market, wholesale, or dedicates a combined total of less than 1500 square feet for the purpose of operating as a food market, wholesale, is exempt from this definition.
- R. "Food Market Complex, Wholesale Owner / Operator" refers to the legal entity, firm, partnership, joint venture, association, limited liability company, corporation, estate, trust, receiver, syndicate, city, county or other political subdivision, individually or collectively, acting as the food market complex, wholesale.
- S. "Food Market, Wholesale" means a food establishment in which food (including fruits and vegetables) is received, shipped, stored, prepared for distribution to a retailer, warehouse, distributor, or other destination. A food market, wholesale shall not be permitted to conduct sales at the retail level nor process food. Food market, wholesale shall not include any food salvaging activities and shall not conduct any food processing within its facility.
- T. "Food Processing Establishment" means any room, building, place or portion thereof, maintained, used or operated for the purpose of commercially packaging, making, cooking, baking, mixing, processing, bottling, canning, slaughtering, salvaging, storing or otherwise preparing or handling food including ice, for human or animal consumption, which is not offered for retail sale or gift on the premises.
- U. "HACCP" means Hazard Analysis Critical Control Point.
- V. "HACCP Plan" means a written document that delineates the formal procedures for following the Hazard Analysis Critical Control Point principles developed by the National Advisory Committee on Microbiological Criteria for Foods.
- W. "Hazard" means a biological, chemical, or physical property that may cause an unacceptable public health risk.
- X. "Multiple-Use Utensil" means any cup, plate, fork, spoon, knife, container or other instrument constructed to be used more than once in the preparation, storage, display, serving or consumption of food.
- Y. "Owner/Operator" refers to the legal entity, any individual, firm, partnership, joint venture, association, limited liability company, corporation, estate, trust, receiver, syndicate, city, county, or other political subdivision individually or collectively, acting as the wholesale food establishment.
- Z. Potentially hazardous food.
 - (1) "Potentially hazardous food" means a food that is natural or synthetic and that requires temperature control because it is in a form capable of supporting:
 - (a) The rapid and progressive growth of infectious or toxigenic microorganisms;
 - (b) The growth and toxin production of *Clostridium botulinum*; or
 - (c) In raw shell eggs, the growth of *Salmonella enteritidis*.
 - (2) "Potentially hazardous food" includes a food of animal origin that is raw or heat-treated; a food of plant origin that is heat-treated or consists of raw seed sprouts; cut melons; and garlic-in-oil mixtures that are not acidified or otherwise modified at a food processing plant in a way that results in mixtures that do not support growth as specified under subdivisions of this definition.
 - (3) "Potentially hazardous food" does not include;
 - (a) A food with a water activity level (aw) value of 0.85 or less;
 - (b) A food with a pH level of 4.6 or below when measured at 75°F;

- (c) A shell egg that is not hard-boiled but has been treated to destroy all viable Salmonella;
 - (d) A food in an unopened hermetically sealed container, that is commercially processed to achieve and maintain commercial sterility under conditions of non-refrigerated storage and distribution; and
 - (e) A food that has been shown by appropriate microbial challenge studies approved by the enforcement agency not to support the rapid and progressive growth of infectious or toxigenic microorganisms that may cause food infections or food intoxications, or the growth and toxin production of *Clostridium botulinum*, such as a food that has an aw and a pH that are above the levels specified under subdivision (3), paragraphs (a) and (b) of this definition and that may contain a preservative, other barrier to the growth of microorganisms, or a combination of barriers that inhibit the growth of microorganisms.
 - (f) A food that does not support the growth of microorganisms even though the food may contain an infectious or toxigenic microorganism or chemical or physical contaminant at a level sufficient to cause illness.
- AA. "Premises" means the wholesale food establishment, its contents, and the contiguous land or property and its facilities and contents that are under the control of the owner / operator.
- BB. "Produce" refers to any raw or processed substance of plant origin intended to be used as food, drink, confection or condiment for human consumption.
- CC. "Remodel" means construction, building, or repair to the wholesale food establishment that requires a permit from the local building authority. Remodel also means any replacement or significant modification of an integral piece of equipment.
- DD. "Single-Use Utensil" means a utensil that is manufactured and approved for use only once and that shall be discarded after use. Single-use utensils shall be made of paper, wood, plastic or other sanitary material approved by the director.
- EE. "Shellfish Control Authority" means a state, federal, foreign, tribal, or other government entity legally responsible for administering a program that includes certification of Molluscan Shellfish harvesters and dealers for interstate commerce.
- FF. "Shellstock" means raw, in-shell Molluscan Shellfish.
- GG. "Sanitation Standard Operating Procedures (SSOP's)" describe all procedures that a wholesale food establishment will conduct daily, before, during, and after operations, sufficient to prevent direct contamination or adulteration of food product(s).
- HH. "Source Records" means all records, including, but not limited to, invoice copies, shipping documents, or other materials providing verification of the source of food products received, stored, and/or prepared for sale or distribution at the wholesale food establishment.
- II. "Tenant Space" refers to the segregated subdivisions of the food market complex, wholesale rented or leased to individual operators, for the purpose of operating a food market, wholesale.
- JJ. "Wholesale Food Establishment" means an establishment where food (including fruits and vegetables) is received, shipped, stored, prepared for distribution to a retailer, warehouse, distributor, or other destination; and/or operated for the purpose of commercially packaging, making, cooking, baking, mixing, processing, bottling, canning, slaughtering, salvaging, storing or otherwise preparing or handling food including ice, for human or animal consumption, which is not offered for retail sale or gift on the premises; or a commissary.

(Ord. 2007-0089 § 24, 2007.)

11.12.010 - Buildings—Requirements.

It is unlawful to operate a wholesale food establishment, unless such operation shall consist of, or be located within, one or more buildings, and all food is stored and prepared in one or more of such buildings. All such buildings shall be of sound construction and maintained so as to provide

proper drainage, plumbing, lighting and ventilation, and so as to exclude dirt, dust, moisture, flies, rodents and all vermin at all times. All rooms within a wholesale food establishment shall be constructed consistent with the requirements of the local building codes.

(Ord. 2007-0089 § 25, 2007: Ord. 7616 § 1 (part), 1959: Ord. 7583 Part 3 Ch. 2 § 352, 1959.)

11.12.015 - Compliance with applicable codes.

Any construction, alteration, remodeling or operation of a wholesale food establishment shall be approved by the director and shall be in accordance with all applicable local, state, and federal statutes, regulations, and ordinances, including but not limited to, fire, building and zoning codes.

(Ord. 2007-0089 § 26, 2007.)

11.12.020 - Buildings—Plans and specifications for construction or modifications.

- A. The director shall require from the owner or operator submission of plans, specifications and such other information as may be necessary prior to the construction, or prior to making any additions or modifications of, a wholesale food establishment for which a building permit is required.
- B. It shall be unlawful for any person to construct or make any additions or modifications of a wholesale food establishment without first receiving approval in writing from the director.

(Ord. 2007-0089 § 27, 2007: Ord. 8588 § 2 (part), 1964: Ord. 7583 Part 3 Ch. 2 § 382, 1959.)

11.12.030 - Water supply.

- A. All water supplies used by wholesale food establishments shall be of adequate amount, and of a safe, sanitary quality, and from a source and distribution system approved by the county health officer. Any potable water supply shall be protected with a backflow or back-siphonage protection device as required by applicable plumbing codes. Wholesale food establishments shall be supplied with an adequate supply of both hot (minimum of 120 degrees Fahrenheit) and cold running water under pressure, at all times.
- B. All plumbing shall be installed according to the California Code of Regulations, Title 24, Part 5, California Plumbing code, as it currently exists or hereafter may be amended, and shall be protected from backflow, kept clean, fully operative, and in good repair.
- C. Any hose used for conveying potable water shall be constructed of nontoxic materials, shall be used for no other purpose, and shall be clearly labeled as to its use. The hose shall be stored and used to be maintained free of contamination.

(Ord. 2007-0089 § 28, 2007: Ord. 2006-0040 § 88, 2006: Ord. 7583 Part 3 Ch. 2 § 351, 1959.)

11.12.040 - Walls, floors and ceilings.

- A. The walls and ceilings of all rooms where food is prepared or packed; where utensils are washed; where refuse or garbage is stored; where janitorial facilities are located; and all toilet rooms, dressing or locker rooms; and walk-in refrigeration/freezer units shall be constructed of plaster, cement, metal, wall board or other approved material. All surfaces shall be finished with tile, metal, plastic, semi-gloss paint, or other manufactured material which is smooth, easily cleanable, and impervious to moisture and grease, and capable of withstanding repeated washing. Moreover, all such walls and ceilings shall be of a light color and be approved by the director. Walls

and ceilings shall be maintained clean and in good repair. This subdivision shall not apply to areas where food is stored only in unopened bottles, cans, cartons, sacks, or other original shipping containers or to office spaces.

- B. The floor surfaces in all rooms in which food or beverage is stored or prepared, utensils are washed, or refuse or garbage is stored, and the floor surfaces of toilet, dressing or locker rooms, and of walk-in refrigerators, shall be of such construction and material so as to be smooth, impervious to moisture, grease, and corrosives and easily cleanable. A minimum six-inch (6") high, approved cover base, with a minimum three-eighths inch (3/8") radius, shall be provided at the juncture of the wall and floor. All floors shall be maintained smooth, in good repair, and kept clean.
 - 1. Floor drains shall be installed in all rooms where food is prepared or packaged; where utensils are washed; where a refuse enclosure is located inside the premises; in those areas where pressure spray methods for cleaning equipment (CIP) are used; and rooms in which floors are water-flushed for cleaning. Floor surfaces in these areas shall be sloped 1/8" per foot (1:100) to the floor drains, or as approved by the director.
 - 2. Floor sinks shall be properly plumbed and installed, with the sink top flush with the floor surface in accordance with California Code of Regulations, Title 24, Part 5, California Plumbing Code. All condensate and similar liquid waste shall be drained by means of an indirectly connected, rigid, waste line, into open floor sinks. Horizontal runs of drain lines shall be at least six inches (6") above the floor, sloped toward floor sinks at a rate of one-quarter inch (1/4") per foot, and shall terminate at least one inch (1") above the overflow rim of the floor sink. Floor sinks shall be located so that they are readily accessible for inspection, cleaning, and repairs, and not located in a walkway. Waste lines shall not cross any aisle, traffic area, or door opening. Floor sinks are not permitted inside walk-in units unless they are indirectly connected to the sewer system through a legal air gap or an approved backflow prevention device, as approved by the director.
- C. All plumbing, electrical, and gas lines shall be concealed within the wall, as practicable, mounted or enclosed so as to facilitate cleaning. Where it is impracticable, all runs must be at least one half inch (1/2") away from the walls or ceiling and a minimum of six inches (6") above the floor. Conduit or pipelines shall not be installed across any aisle, traffic area, or door opening. Multiple runs or clusters of conduit or pipelines shall be encased in an approved runway, or other enclosure approved by the director.

(Ord. 2007-0089 § 29, 2007: Ord. 8588 § 1 (part), 1964: Ord. 7583 Part 3 Ch. 2 § 353, 1959.)

11.12.050 - General sanitation—Vermin prevention.

- A. Wholesale food establishments shall at all times be so constructed, equipped, maintained, and operated so as to prevent the entrance and harborage of animals, birds, and vermin, including, but not limited to, rodents and insects.
- B. All wholesale food establishment's interior premises, including all equipment and utensils, shall be kept clean, free from vermin, fully operative, and in good repair. Every wholesale food establishments shall be kept clean and free from litter, rubbish and garbage. All trash shall be properly confined in covered containers, and maintained free from flies, rodents, cockroaches and other vermin. All windows, doors and other openings shall be maintained in good repair at all times, and shall be provided with proper screens or other devices, maintained in good repair, and of such design and construction as will prevent the entrance of flies. The director may, for the protection of public health, regulate the size and design of fly-exclusion devices in a wholesale food processing establishment so that dust, flies and other insects will be excluded.
- C. The exterior premises of every wholesale food establishment including docks, storage areas, areas where vehicles are loaded and unloaded, and driveways shall be properly drained and kept clean and free of litter or debris. The accumulation of any material, which may provide breeding or harborage areas for vermin, is prohibited. No condition, which may contribute to unsanitary conditions, shall be allowed on the premises of any wholesale food establishment.

(Ord. 2007-0089 §§ 30, 31, 2007.)

11.12.060 - Lighting.

- A. That part of any room in a wholesale food establishment, in which food or drink is prepared, or in which utensils are washed, shall have sufficient lighting to produce an intensity of not less than 215 lux (20 foot-candles) as measured thirty inches (30") above the floor. Food and utensil storage areas and toilet rooms shall be provided with at least 108 lux (ten foot candles) of light as measured thirty inches (30") above the floor.
- B. Lighting fixtures in all areas where food is prepared, processed, stored in opened containers, or packages, or in which utensils are cleaned, shall be protected against breakage through the use of plastic shields, plastic sleeves with end caps, shatterproof bulbs, or other approved device.

(Ord. 2007-0089 § 32, 2007: Ord. 7583 Part 3 Ch. 2 § 364, 1959.)

11.12.070 - Toilets, lavatories and dressing rooms.

- A. All wholesale food establishments shall be provided with at least one toilet and one lavatory conveniently located therein or adjacent thereto. The director shall approve the location of all such toilets. Each toilet shall be located in a room other than a room in which food is processed. Toilet facilities shall not open directly into a food processing area. As necessary, a vestibule shall be required to provide a space between a processing room and toilet room to prevent risk for contamination.
- B. All such toilet rooms shall be provided with self-closing doors. All employees shall have access to such toilets. Toilet rooms shall be well ventilated and plumbed. The floors, walls, ceilings, lavatories and toilet bowls shall at all times be kept free from any accumulation of dirt, filth or corrosion, and in good repair. There shall be provided a lavatory or lavatories where every employee shall be required to wash his hands immediately before starting work and after using the toilet. Each lavatory shall be supplied with hot and cold running water, hand washing cleanser in dispensing devices, and individual towels together with a receptacle for their disposal. Hot air blowers may be substituted for individual towels in dispensers. Toilet tissue shall be provided in a permanently installed dispenser at each toilet. Toilet rooms shall not be used for the storage of food, equipment, or supplies.
- C. Where there are five or more employees of different genders, separate toilets and lavatories shall be provided for the persons of each gender. There shall be provided for the persons of each gender at least one toilet for each multiple of 15 persons and for the remaining fraction of said multiple. Lavatories shall be provided upon the basis of one lavatory for each two toilets. Urinals may be substituted for toilets in such number as will not exceed one-half the number of toilets otherwise required.
- D. Where there are five or more employees, a separate dressing room with lockers shall be provided for each gender, where employees may change and store their outer garments. Such room shall be provided with self-closing, well fitting doors, and shall be separated from toilet rooms, food storage rooms or food preparation areas. No person shall dress or undress or store his clothing in any room other than as provided herein. Dressing rooms shall be maintained in a clean and sanitary condition.
- E. When the number of lavatories for any food operation is inadequate or their location is such that the use of them by employees will be inhibited, the director may order the installation of additional lavatories in such numbers, of such character and at such locations as will insure the protection of the public health.

(Ord. 2007-0089 § 33, 2007: Ord. 8588 § 1 (part), 1964: Ord. 7583 Part 3 Ch. 2 § 372, 1959.)

11.12.080 - Labeling.

Food which is packaged in a wholesale food establishment shall bear a label that complies with the labeling requirements prescribed by the Federal Food, Drug and Cosmetic Act and the Sherman Food, Drug and Cosmetic Act.

(Ord. 2007-0089 §§ 34, 35, 2007.)

11.12.085 - Shellstock identification.

- A. Shellstock shall be obtained in containers bearing legible source identification tags or labels that are affixed by the harvester and each dealer that depurates, ships, or reships the shellstock. Except as specified under subdivision C, on the harvester's or dealer's tag or label, the following information shall be listed in the following order:
 - 1. The harvester's/dealer's name and address;
 - 2. The harvester's certification number as assigned by the Shellfish Control Authority and the original shellstock shipper's certification number;
 - 3. The date of harvesting;
 - 4. The most precise identification of the harvest location or aquaculture site that is practicable based on the system of harvest area designations that is in use by the Shellfish Control authority and including the abbreviation of the name of the state or country in which the shellfish are harvested;
 - 5. The type and quantity of shellfish;
 - 6. The following statement in bold, capitalized type: "This tag is required to be attached until container is empty or retagged and thereafter kept on file for 90 days;" and
 - 7. The dealer's tag or label shall also indicate the original shipper's certification number including the abbreviation of the name of the state or country in which the shellfish are harvested.
- B. A container of shellstock that does not bear a tag or label or that bears a tag or label that does not contain all the information as specified under subdivision (A) shall be subject to a hold order or seizure and destruction in accordance with federal law.
- C. If the harvester's tag or label is designed to accommodate each dealer's identification, individual dealer tags or labels need not be provided.
- D. When received by a food facility, shellstock shall be reasonably free of mud, dead shellfish, and shellfish with broken shells. Dead shellfish or shellstock with badly broken shells shall be discarded.

(Ord. 2007-0089 § 36, 2007.)

11.12.090 - Ventilation.

- A. Approved ventilation shall be provided throughout the wholesale food establishment, to keep all areas reasonably free from excessive heat, steam, condensation, smoke, and vapor, and to provide reasonable comfort for all employees.
- B. Toilet rooms, dressing, room and janitorial rooms shall be vented to the outside by means of a window that opens with a screen of not less than 16 mesh per square inch, or a light-switch activated exhaust fan. All construction and installation shall be in accordance with the applicable building and plumbing codes.

(Ord. 2007-0089 §§ 37, 38, 2007.)

11.12.100 - Exhaust systems.

- A. Adequate mechanical exhaust ventilation hoods shall be installed above all heating or cooking equipment where heat, smoke, steam, or vapor are released. Hoods shall extend at least six inches (6") horizontally beyond the equipment. The ducts shall be located in such a manner to prevent a public nuisance at the point of exhaust, and the hoods shall be constructed in such a manner as to prevent grease, moisture and other material from falling

onto food preparation surfaces. All equipment, construction, and installation shall be in accordance with all applicable building and mechanical codes. Exhaust systems shall be maintained in good repair and kept clean.

- B. The provisions of this section shall not apply to cooking equipment when such equipment has been submitted to the director for evaluation, and it has been found that the equipment does not produce smoke, vapors, heat, or toxic gases when operated under conditions recommended by the manufacturer.

(Ord. 2007-0089 § 39, 2007: Ord. 7583 Part 3 Ch. 2 § 357, 1959.)

11.12.110 - Food preparation and storage areas.

- A. A room which is used for food preparation shall not be used for any purpose other than that connected with the preparation of food, and shall not be used to hold equipment or any article which might impair the sanitary qualities of the area.
- B. All wholesale food establishments shall be equipped with approved doors at all entrances into the food processing room(s), including entrances from the warehouse or storeroom. Any door to the processing room(s) shall not open directly to the outside unless otherwise approved by the director. As necessary, a vestibule shall be required to provide space between the exterior doors and processing room, to prevent the entrance of flies, rodents, and other vermin. Doors leading to the food processing room shall be maintained closed during processing or packaging of food.

(Ord. 2007-0089 § 40, 2007: Ord. 7583 Part 3 Ch. 2 § 360, 1959.)

11.12.120 - Animals, birds and fowl.

- A. No live animal, bird, or fowl shall be kept or allowed in any wholesale food establishment where food is prepared, manufactured, kept, stored, distributed, offered for sale, or sold unless such food establishment is exclusively devoted to the slaughter and processing of such animal or fowl.
- B. This section shall not apply to dogs used by the blind, signal dogs, service dogs, such dogs in training under proper supervision, dogs under the control of uniformed law enforcement officers, or dogs under the control of uniformed employees of a private patrol service who are licensed pursuant to Chapter 11 (commencing with section 7580) of Division 3 of the Business and Professions Code, while acting within the course and scope of their employment as private patrolmen.
- C. The dogs described in section B shall be excluded from food processing and utensil wash areas.

(Ord. 2007-0089 § 41, 2007: Ord. 7583 Part 3 Ch. 2 § 355, 1959.)

11.12.130 - Equipment—Design and installation.

- A. No processing, preparing, or storing equipment shall be installed, constructed or used unless it is of such material, design and construction, and is so installed and maintained as to facilitate the cleaning of the equipment and of all adjacent spaces. Those facilities that have developed, implemented and maintained approved Sanitation Standard Operating Procedures may be granted exemption by the director.
- B. Food contact surfaces shall be corrosion resistant when in contact with food; made of nontoxic materials; and designed to withstand repeated washing.
- C. Equipment shall be maintained clean and in good repair.

(Ord. 2007-0089 § 42, 2007: Ord. 8588 § 1 (part), 1964: Ord. 7583 Part 3 Ch. 2 § 379, 1959.)

11.12.140 - Equipment—Standards for health and sanitation.

The director may adopt rules and regulations interpreting health and sanitation requirements for equipment to be installed in wholesale food establishments, and in doing so shall consider and may adopt those national standards which are certified or classified for sanitations by an American National Standards Institute accredited certification program. When the director requires that equipment comply with such specified standards, no person shall install or use newly installed equipment that does not comply with such standards, or their equivalent. In the absence of any applicable ANSI certified sanitation standard, food and utensil related equipment shall be evaluated for approval by the department.

(Ord. 2007-0089 § 43, 2007: Ord. 9375 § 1 (part), 1967: Ord. 8588 § 2 (part), 1964: Ord. 7583 Part 3 Ch. 2 § 383, 1959.)

11.12.150 - Equipment and Buildings—Plans, date and specifications

- A. The director shall require from the owner/operator, submission of the following data pertaining to construction or remodeling; the installation of new equipment; or when a facility has closed and remained closed for a period of ninety (90) days or more:
 - 1. Three (3) complete sets of easily readable plans, drawn to scale showing floor plan. The plans shall indicate the location of all floor drains, floor sinks and plumbing fixtures; lighting; equipment specifications; mechanical exhaust/ventilation plans including make-up air system; finish schedule for floors, walls, and ceilings that indicate the type of material, the surface finish, the color, and the type of coved base at the floor-wall juncture; the location of all fixed food-storage, preparation and processing equipment, furnishings and machinery. If a facility is to be a wholesale food processor, a general description of the type of food(s) and the methods of processing shall be included. Such specifications, forms, date and drawings, in triplicate, are necessary to ensure that the design, materials, method of construction and installation of equipment for food processing, preparation, storage or utensil-washing meet all applicable sanitation standards and requirements.
 - 2. The plans shall be approved or rejected within twenty (20) business days after receipt by the director and the applicant shall be notified of the decision. Unless the plans are approved or rejected within 20 business days, they shall be deemed approved. A building permit for a food establishment shall not be issued until after the director has approved the plans.
- B. It shall be unlawful for any person to construct or make any additions or modifications or to operate any equipment in a newly constructed or reconstructed establishment until the plans and specifications have been approved in writing by the director for such installation or operation. All such equipment and its installation shall be in accordance with the approved plans and specifications unless modifications and changes therefrom have been approved by the director, in which case the equipment and its installation shall be in accordance with such approved modified plans and specifications.

(Ord. 2007-0089 § 44, 2007: Ord. 9375 § 1 (part), 1967: Ord. 8588 § 2 (part), 1964: Ord. 7583 Part 3 Ch. 2 § 384, 1959.)

11.12.160 - Sink requirements.

- A. There shall be provided in every wholesale food establishment, where food is prepared or packaged or where utensils are used, a sink with at least three compartments with two integral metal drain boards sloped towards the sinks. The sink compartments and drainage facilities shall be large enough to accommodate the largest utensil or piece of equipment to be cleaned therein. A one-compartment or two-compartment sink that was in use on January 1, 2005, may be continued in use until replaced due to disrepair, deterioration, or both; change in food handling operation; remodeling requiring building permits; or as necessitated based on performance.

- B. There shall be provided in every room in which food is prepared at least one lavatory supplied with water from a pre-mixing faucet that supplies warm water (100°F) for a minimum of 10 seconds while both hands are free for washing; hand washing cleanser in dispensing devices; individual single-use towels provided in dispenser; and a receptacle for towel disposal at, or adjacent to, hand washing facilities. Hot-air blowers may be substituted for individual towels in dispensers. Additional lavatories may be required by the director to ensure hand washing facilities are readily available for employees.
- C. There shall be provided at least one food preparation sink, separate from any other sink, in every room in which food is prepared, for thawing frozen food under cold running water, washing or soaking food, or other processes as determined by the director. This sink shall drain by means of indirect waste pipes through an air gap into an open floor sink or other approved type of receptor that is properly connected to the drainage system. Food establishments operating prior to January 1, 2005, may continue to operate without a food preparation sink until remodeling occurs, requiring building permits, change in the food handling operation, or as necessitated based on performance.
- D. There shall be provided in every wholesale food establishment where food is prepared, packaged, or stored, a room, area, or cabinet for the storage of cleaning equipment and supplies. Such room, area, or cabinet shall be separated from any food preparation, packaging, or utensil washing or storage area and at least one of the following is to be used exclusively for general cleaning purposes and for the disposal of mop bucket wastes and other liquid wastes:
 - 1. A one-compartment, nonporous janitorial sink.
 - 2. A slab, basin, or floor constructed of concrete or equivalent material, curbed and sloped to a drain. Such facilities shall be connected to approved sewerage and provided with hot and cold running water through a mixing valve and protected with a backflow protection device.

(Ord. 2007-0089 §§ 45, 46, 2007.)

11.12.170 - Sanitization—Methods and testing.

- A. All wholesale food establishments in which food is prepared or in which multi-use utensils are used shall provide manual or mechanical methods to effectively clean and sanitize utensils.
- B. Manual or mechanical sanitization shall be accomplished in the final sanitizing rinse by one of the following methods:
 - 1. Hot water manual operations by immersion for at least 30 seconds where the water temperature is maintained at 171°F or above.
 - 2. Hot water mechanical operations by being cycled through equipment that is used in accordance with the manufacturer's use and achieving a utensil surface temperature of 160°F as measured by an irreversible registering temperature indicator;
 - 3. Chemical, manual, or mechanical, by immersion, manual swabbing, brushing, or pressure spraying methods, using one of the following solutions:
 - (a) Contact with a solution of 100 ppm available chlorine solution for at least 30 seconds.
 - (b) Contact with a solution of 25 ppm available iodine for at least one minute.
 - (c) Contact with a solution of 200 ppm quaternary ammonium for at least one minute.
 - (d) Contact with any chemical sanitizer that meets the requirement of all applicable federal laws and regulations when used in accordance with the manufacturer's suggested directions for use as specified on the product label.
 - 4. Other methods as approved by the director.
- C. Testing equipment and materials shall be provided by the wholesale food establishment to adequately measure the applicable sanitization method.

(Ord. 2007-0089 §§ 47, 48, 2007.)

11.12.180 - Liquid waste and sewage.

- A. Sewage shall be disposed into an approved sewerage system. Wastewater disposal shall comply with National Pollutant Discharge Elimination System (NPDES) and local wastewater treatment district standards.
- B. No drain from any refrigerator, freezer or icebox used for the storage, preparation or display of food shall be connected directly to any sewer.
- C. All icemakers shall be located within the food establishment. Condensate and ice melt shall be drained to an approved floor sink by means of an indirect connection.

(Ord. 2007-0089 §§ 49, 50, 2007.)

11.12.190 - Contamination of food contact surfaces.

- A. No person shall sit upon, lie upon, or do any other act which will contaminate, or in the ordinary course of events will be likely to contaminate, any surface or piece of equipment which is used in the storage, processing or preparation of food in any wholesale food establishment.
- B. All utensils and equipment, including food contact surfaces shall be cleaned and sanitized as frequently as necessary to protect against contamination of food and prevent the breeding and harborage of vermin. Those facilities that have developed, implemented, and maintained approved Sanitation Standard Operating Procedures may be granted exception by the director.
- C. CIP equipment shall meet the characteristics of a food contact surface and shall be designed and constructed so that cleaning and sanitizing solutions circulate throughout a fixed system and contact all interior food contact surfaces. The system is to be self-draining or capable of being completely drained of cleaning and sanitizing solutions. CIP equipment that is not designed to be disassembled for cleaning shall be designed with inspection access points to ensure that all interior food contact surfaces throughout the fixed system are being effectively cleaned.
- D. Adequate and suitable space shall be provided for the storage of cleaned utensils and equipment in a clean and dry location where they are not exposed to splash, dust, or other contaminations, at least 6" above the floor.
- E. Cans, jars, barrels, drums, other containers, lids, and covers shall be clean when used to package food products.

(Ord. 2007-0089 § 51, 2007: Ord. 8588 § 1 (part), 1964: Ord. 7583 Part 3 Ch. 2 § 359, 1959.)

11.12.200 - Single-use utensils.

Single-use utensils shall be obtained only in sanitary containers or approved sanitary dispensers, stored in a clean, dry place until used, handled in a sanitary manner, and used once only. After being used only once, such utensils shall be discarded in such a manner as to prevent the attraction of flies, roaches, rodents, and other vermin, and to prevent a public nuisance.

(Ord. 2007-0089 §§ 52, 53, 2007.)

11.12.210 - Multiple-use utensils.

Multiple-use utensils shall be made of non-toxic, non-corrosive materials; shall be constructed, installed and maintained to be easily cleanable; and shall be kept clean and in good repair. Any

containers designed for use a single time shall not be considered a multi-use utensil and shall not be refilled with food that is to be or may be used for human or animal consumption.

(Ord. 2007-0089 §§ 54, 55, 2007.)

11.12.220 - Utensils—Bacteria count limit.

An operator shall not possess, in a wholesale food establishment, any glass, cup, dish, piece of silverware or any other utensils intended for, and ready for use in, serving food and drink, upon which the bacterial count, as taken in a manner approved by the director, exceeds 100 organisms per surface of the utensil examined.

(Ord. 2007-0089 § 56, 2007: Ord. 7583 Part 3 Ch. 2 § 367, 1959.)

11.12.230 - Foods—Sanitation requirements.

- A. It is unlawful to transport, store, display, dispense, prepare, offer for sale or gift, or handle in any way, food or drink intended for human or animal consumption, unless such food or drink is pure, free from contamination, adulteration and spoilage. Food shall have been obtained from approved sources; shall be inspected upon delivery; and shall otherwise be fit for human or animal consumption. All food shall be kept in such manner as to be protected from exposure to dust, droplet contamination, overhead leakage and condensation, flies and other insects, rodents and vermin, and any other deleterious or unhealthful substance or condition.
- B. Every storage room or other place used for storing food or food ingredients shall be equipped with platforms, racks or shelves at least 6 inches above the floor surface, unless such food is enclosed in waterproof, rodent proof containers to facilitate the flushing of floors and walls, with water or other cleaning method.
- C. All open bulk food shall be stored in approved containers (certified or classified for sanitation by an American National Standards Institute accredited certification program) with tight fitting lids, labeled to indicate contents.
- D. When ice is used in contact with food, it shall be made from water that is safe and of adequate sanitary quality and shall be used only if it has been manufactured in accordance with 21 Code of Federal Regulation 110, Current Good Manufacturing Practices, as it currently exists or hereafter may be amended.

(Ord. 2007-0089 § 57, 2007: Ord. 2006-0040 § 89, 2006: Ord. 92-0078 § 5, 1992; Ord. 8588 § 1 (part), 1964: Ord. 7583 Part 3 Ch. 2 § 374, 1959.)

11.12.240 - Foods—Storage temperatures.

- A. All potentially hazardous foods shall be kept at 45°F or lower, or 135°F or higher, at all times whether such food is being transported, stored, displayed, or offered for sale or gift. An accurate easily readable metal probe thermometer suitable for measuring the temperature of food shall be readily available on the premises.
- B. Every refrigerator used for the storage of potentially hazardous food shall be provided with a thermometer accurate to plus or minus 2°F and shall be located to indicate the air temperature in the warmest part of the unit and shall be affixed to be readily visible.
- C. Potentially hazardous food that has been heated or foods that have been made potentially hazardous by preparation shall be rapidly cooled to 45°F or below, in a manner approved by the county health officer, if not held at or above 135°F.
- D. Potentially hazardous foods that have been removed from approved holding for processing shall be involved in diligent preparation and returned to approved holding temperatures within two hours following completion of said task.

- E. Frozen potentially hazardous food shall only be thawed using one of the following methods:
 - (1) Under refrigeration that maintains the food temperature at 45°F or below; or
 - (2) Completely submerged under potable running water for a period not to exceed two (2) hours:
 - (a) At a water temperature of 70°F or below; and,
 - (b) With sufficient water velocity to agitate and flush off loose particles into the sink drain; or
 - (3) In a microwave oven if immediately followed by preparation; or
 - (4) As part of a cooking process.
- F. Frozen food that has been thawed shall be cooked or otherwise processed before it may be refrozen.
- G. Potentially hazardous food may be held at temperatures other than those specified in this section when the facility operates according to an approved HACCP plan adopted pursuant to section 11.12.005.

(Ord. 2007-0089 §§ 58, 59, 2007: Ord. 94-0052 § 17, 1994: Ord. 7583 Part 3 Ch. 2 § 375, 1959.)

11.12.250 - Foods—Storage.

- A. Adequate and suitable space shall be provided for the storage of food.
- B. Except for large or bulky containers, all food shall be stored at least 6 inches above the floor surface or under conditions that are approved by the director. Containers may be stored on dollies, racks, or pallets not meeting the height requirement, if the dollies, racks or pallets are easily moveable. Pallet jacks, fork lifts or similar equipment must be available on site for this purpose.
- C. All cartons, boxes, or other materials used in the packaging of any food shall be protected at all times from dirt, vermin, and other forms of contamination or adulteration.
- D. A space of adequate width shall be provided between food storage racks, shelves, and pallets, and the walls or equipment, to permit employees to perform their duties, maintain cleanliness, and for inspecting on a regular basis for vermin or evidence of vermin.

(Ord. 2007-0089 §§ 60, 61, 2007.)

11.12.260 - Hazardous materials.

Cleaning compounds, sanitizing agents, pesticides, or other hazardous materials shall be identified, held, used, and stored in a manner that protects against the contamination of food, food contact surfaces, or food packaging materials.

(Ord. 2007-0089 §§ 62, 63, 2007.)

11.12.270 - Employee practices.

- A. No employee shall commit any act, which may result in contamination or adulteration of any food, food contact surface, food packing material, utensil, or equipment.
- B. Any employee who by medical examination or supervisory observation, is shown to have, or appears to have, an illness, open lesions, including boils, sores, or infected wounds, or any other abnormal source of microbial contamination by which there is a reasonable possibility of food, food contact surfaces, or food packaging materials becoming contaminated, shall be restricted from working with exposed food, clean utensils, linens, and unwrapped single-use articles; and may be excluded from any operations which may be expected to result in

such contamination until the condition is corrected. Employees shall be instructed to report such health conditions to owner/operator.

- C. All employees shall wash hands thoroughly at an approved hand washing facility before starting work, after each absence from the workstation, before donning gloves for working with food and at any other time when the hands may have become soiled or contaminated. Signs directing the employees to wash their hands shall be posted in each toilet room and in all other areas where employees wash their hands.
- D. All employees, while engaged in the preparation of food or the washing of utensils, shall wear clean, washable outer garments; shall keep their hands and fingernails clean; shall wear hairnets, caps or other suitable coverings to confine all hair; shall not engage in or permit the use of tobacco in any form; shall not permit the discharge of any substance from the mouth, nose or other part of the body; and shall not eat food, chew gum or drink beverages in areas where food is prepared, processed, packed, stored or where equipment or utensils are washed or stored. Hair-brushing or combing shall not be permitted in any wholesale food establishment except in a toilet room or dressing room, separate from any room in which food is prepared or in which utensils are washed.
- E. Gloves shall be worn when contacting food and food surfaces if the employee has any cuts, sores, rashes, artificial nails, nail polish, rings, uncleanable orthopedic support devices, or fingernails that are not clean, neatly trimmed, and smooth. All employees shall maintain gloves, if they are used in food handling, in an intact, clean and sanitary condition. The gloves shall be of an impermeable material, used for a single food handling operation only, and not reused. A clean pair of gloves shall be used at the start of work, when resuming work after an absence from the workstation, and at any other time when the gloves may have become soiled or contaminated.
- F. In all areas where food is prepared, processed, or packaged, all employees shall remove all unsecured jewelry and other objects that might fall into food, equipment, or containers, and remove hand jewelry that cannot be adequately sanitized during periods in which food is manipulated by hand. If such hand jewelry cannot be removed, it may be covered by material which can be maintained in an intact, clean, and sanitary condition and which effectively protects against the contamination by these objects of the food, food contact surfaces, or food packaging materials.
- G. All employees shall store clothing or other personal belongings, including medicines, cosmetics, drugs, and toilet articles, in areas other than where food is exposed or where equipment or other utensils are washed.

(Ord. 2007-0089 §§ 64, 65, 2007.)

11.12.280 - Linen and clothing.

- A. Adequate and suitable space shall be provided for the storage of clean linens, including apparel, towels, and wiping cloths.
- B. Soiled linens, coats and aprons shall be kept in cleanable, labeled containers provided for the purpose, and shall not be reused until they have been laundered or cleaned. No linen that has been used for any other purpose since laundering shall be used for wiping utensils, counters or equipment, or for contact therewith.
- C. Wiping cloths used to wipe equipment and other surfaces that may directly or indirectly contact food shall be used only once until laundered, or if held in a sanitizing solution of concentration as stated in Section 11.12.170 when not wiping, may be used repeatedly. Whenever a sanitizing solution becomes turbid or heavily permeated with food particles and juices, or no longer meets a concentration as stated in Section 11.12.170, it shall be replaced.

(Ord. 2007-0089 §§ 66, 67, 2007.)

11.12.290 - Sleeping accommodations prohibited.

No sleeping accommodations shall be maintained or kept in any room where food is prepared, processed, stored, distributed, or sold.

(Ord. 2007-0089 §§ 68, 69, 2007.)

11.12.310 - Incidents that render food unwholesome.

- A. The operator of every wholesale food establishment after the occurrence of an incident which creates a hazard to the safety, sanitation or wholesomeness of any food or drink, shall notify the director forthwith. This section applies to any food or drink that is intended for consumption by any human or animal.
- B. The wholesale food establishment operator shall provide the following information to the director upon request to assist in tracing the source of pathogens and in preventing the spread of foodborne illness: an e-mail address or facsimile number, emergency phone number and hours of operation.
- C. The wholesale food establishment operator shall provide the following information to the director upon request to assist in the recall or trace-back of foods found to be hazardous or unwholesome for human or animal consumption: Source of all product ingredients; complete distribution list including name, address and contact information; and product identification information (e.g. batch #, lot #, product coding, etc.).

(Ord. 2007-0089 §§ 71, 72, 2007.)

11.12.320 - Dairy employees—Health examination requirements.

- A. It shall be the duty of each dairyman or manager of any place where milk is prepared, bottled or pasteurized, whenever a system of medical examination of all employees has been established under state or local laws, to maintain a registry of the results of all such examinations. Such registry shall show the name, age and sex of each person, the date of the last examination and the result thereof, together with such other data as the county health officer may require in the enforcement of this Division 1.
- B. It shall be the duty of the owner of such dairy or other similar institution to keep such registry, at all times up-to-date and open to inspection by the director.

(Ord. 2007-0089 § 78, 2007.)

11.12.330 - Milk and cream—Pasteurization required when.

- A. No market milk and no market cream may be sold, served, offered or exposed for sale, or delivered for human consumption, unless it is pasteurized.
- B. Exemptions. The provisions of this section shall not apply to:
 - 1. Certified milk or cream;
 - 2. Guaranteed raw milk;
 - 3. Grade A raw milk;
 - 4. The delivery or sale of milk to wholesalers or to pasteurization plants for the purpose of being pasteurized.
- C. Definitions. The meanings of the terms, "market milk," "market cream," "pasteurized," "pasteurization," "certified milk," "certified cream," "guaranteed raw milk," and "Grade A raw milk" as used in this section, shall be as defined in the Food and Agricultural Code of California.

(Ord. 2007-0089 § 79, 2007.)

11.12.340 - Impound and quarantine.

- A. The director, based upon inspection findings or other evidence and for the protection of the public health, may do any of the following:

1). Impound and, if deemed necessary, destroy any food that is found to be, or is suspected of being, contaminated or adulterated.

2). Impound equipment or utensils that are found to be unsanitary or in such disrepair that food, equipment or utensils may become contaminated or adulterated. The director may attach a tag to such food, equipment or utensils that shall be removed only by the director following verification that the condition has been corrected.

- B. No food, equipment, or utensil impounded shall be used unless the impoundment has been released.
- C. Food which is contaminated, unfit for human or animal consumption or found to be dangerous to public health, shall be ordered quarantined or destroyed by the director. If quarantined, instructions shall be given to the person who controls such food as to the condition of the quarantine. It is unlawful for such person to make any disposition of such food other than that ordered by the director.
- D. The provisions of Section 2080.6 of the Civil Code, regarding unclaimed property, shall apply whenever the director impounds any unsanitary food equipment or equipment that is in such disrepair that food, equipment, or utensils may become contaminated or adulterated. If any impounded equipment remains unclaimed for a period in excess of 30 days, the equipment shall be held no less than three months from date of impoundment, and thereafter may be sold by the purchasing agent or retained for a public use. If the equipment is claimed by its owner, the owner shall pay a reasonable charge as set forth in the Los Angeles County Code, Title 8, to defray costs of storage of the equipment.

(Ord. 2007-0089 § 81, 2007.)

Chapter 11.13 - INDEPENDENT WHOLESALE VEHICLES

11.13.010 - Definitions.

The following words and phrases shall apply to this chapter irrespective of their use in other Chapters of Part 1 of this Title:

- A. "Independent Wholesale Food Vehicle" means any vehicle, not owned by the shipper or receiver, that is used to transport food from a warehouse, manufacturer, distributor, or other wholesale provider for delivery to a retailer, warehouse, distributor, or other destination. An independent wholesale food vehicle shall not be permitted to conduct sales at the retail level. An independent wholesale food vehicle originating outside of the jurisdiction of the director, which has been inspected by the health officer at the jurisdiction of origin and which bears an identification that the jurisdiction of origin has issued a public health permit, shall not be required to obtain a public health license from Los Angeles county under this chapter.
- B. "Approved" means approved by the director based upon a determination of conformity with applicable laws, current public health principles, practices, and generally recognized industry standards that protect the public health subject to annual certification.

(Ord. 2007-0089 § 84, 2007.)

11.13.020 - Requirements for independent wholesale food vehicle storage facilities.

- A. Adequate facilities shall be provided for the sanitary disposal of liquid waste from the wholesale food vehicle.
- B. Adequate facilities shall be provided for the sanitary disposal of garbage and rubbish originating from the wholesale food vehicle.
- C. Hot and cold water, under pressure, shall be available for cleaning the wholesale food vehicle.

(Ord. 2007-0089 § 85, 2007.)

11.13.030 - Requirements for wholesale food vehicles.

- A. The compartments in which food is carried on wholesale food vehicles shall be enclosed and the exterior doors and windows shall be tightly fitted to prevent the entrance of dust, dirt, moisture, or vermin.
- B. The floor shall be of non-corrosive, nontoxic metal, or other approved material, extending at least 4 inches (4") up the side of the compartment. Tight-fitting, nonabsorbent hardwood flooring may be used when only dry food products are transported. The interior floor, sides, and top of the food compartment shall be free from cracks, seams, or linings where vermin may harbor, and shall be constructed of a smooth, washable, impervious material capable of withstanding frequent cleaning with acceptable sanitizing agents, including steam. Slide rails, hooks, shelves, racks, and similar equipment shall be constructed of a nontoxic, non-corrosive, easily cleanable material, and shall be so installed as to be readily accessible or easily removable for cleaning. Vehicles shall be so constructed that no liquid wastes from the food compartment can drain onto any street, sidewalk, or premises.
- C. All food compartments used to hold potentially hazardous foods shall be provided with an approved mechanism capable of maintaining potentially hazardous foods at or below 45°F or at or above 135°F during transportation.

(Ord. 2007-0089 § 86, 2007.)

11.13.040 - Requirements for food vehicle identification.

The name, address, and telephone number of the owner/operator, permittee, or business name shall be legible, clearly visible, and permanently indicated on at least two sides of the exterior of the vehicle. The name shall be at least three inches (3") high and shall have strokes at least three-eighths inch (3/8") wide, and shall be of a color contrasting with the vehicle exterior. Letters and numbers for the address and telephone number shall not be less than one inch high.

(Ord. 2007-0089 § 87, 2007.)

11.13.050 - Food vehicle temperature requirements.

All potentially hazardous foods being transported in food compartments shall be held at a temperature at or below 45°F or at or above 135°F. If frozen foods are carried, the food temperature shall be maintained at 5°F or below. An accurate device for measuring temperature shall be maintained inside the food compartments where potentially hazardous foods are held.

(Ord. 2007-0089 § 88, 2007.)

11.13.060 - Food protection.

- A. No person shall carry, transport, or convey any food for commercial purposes unless such food is protected from all contamination. No food shall be carried in the driver's or passenger's compartment of any wholesale food vehicle.
- B. All unpackaged food shall be contained, suspended, or handled so that it does not come into actual contact with the floor, walls, or ceiling of the vehicle or with the clothing of persons who load or unload food product. All unpackaged food shall be loaded and unloaded using a manner that protects the food.
- C. All unpackaged food shall be contained, suspended, or handled so that it does not come into actual contact with the floor, walls, or ceiling of the vehicle or with the clothing of persons who load or unload food product. All unpackaged food shall be loaded and unloaded in a manner that protects the food at all times.
- D. All vehicle food compartments shall be maintained clean, sanitary, and in good repair.

- E. The doors to the food compartment shall be kept tightly closed at all times, except when loading or unloading food.
- F. No person shall carry, transport, or convey pesticides, poisons, or other chemicals in the same compartment of a vehicle with food products, feed, or other material intended for consumption by humans or animals.

(Ord. 2007-0089 § 89, 2007.)

11.13.070 - Exemptions.

Private individuals transporting food for personal use are exempted from the provisions of this chapter.

(Ord. 2007-0089 § 90, 2007.)

11.13.080 - Certification decal for approved vehicles.

Independent wholesale food vehicles that conform to the requirements of this article, that have been inspected and approved by the director, and for which the required health permit fee has been paid, shall be provided with a certification decal which shall be affixed to a clearly visible area on the left side of the rear portion of the vehicle. It shall be unlawful to operate an independent wholesale food vehicle without a certification decal. It shall be unlawful to deface, modify, duplicate, camouflage, or falsify this decal.

(Ord. 2007-0089 § 91, 2007.)

Chapter 11.14 - FOOD VENDING MACHINES

11.14.010 - Definitions.

- A. "Machine location" means the room, enclosure, space or area where one or more vending machines are installed or operated.
- B. "Vending machine" means any self-service device offered for public use which, upon the insertion of coins or tokens, or by other means, dispenses unit servings of food, either in bulk or in packages, without the necessity of replenishing the device between each vending operation.

(Ord. 7583 Part 3 Ch. 3 §§ 401 and 402, 1959.)

11.14.020 - Applicability of chapter provisions.

Except as may be provided in subsequent sections, the provisions of this chapter shall apply to vending machines that dispense readily perishable food, and to vending machines that mix or compound bulk food ingredients into unit servings and dispense such unit servings into single-service utensils. The provisions of this chapter shall not apply to vending machines that dispense, exclusively, bottled drinks, gum, candy or other not-readily-perishable food, when it is determined by the director that such vending machines do not require routine inspection for the protection of the public health.

(Ord. 7583 Part 3 Ch. 3 § 400, 1959.)

11.14.030 - Inspection—Representative to accompany director when.

Every person operating a vending machine shall, upon request from the director, provide a representative who shall accompany the director on inspection of such machine.

(Ord. 8614 § 1 (part), 1964: Ord. 7583 Part 3 Ch. 3 § 404, 1959.)

Chapter 11.15 - NONSMOKING AREAS IN EATING ESTABLISHMENTS

11.15.010 - Purpose of provisions.

The board of supervisors finds and declares that inhaling smoke generated by smokers may be hazardous to the health and represents an annoyance which should be regulated and limited in eating establishments offering food for sale to the public, to the ends that air quality be improved in all such facilities for the preservation and improvement of health, and that customers may request to be seated in nonsmoking areas of such facilities.

(Ord. 87-0124 § 1 (part), 1987.)

11.15.020 - Definitions.

As used in this chapter:

- A. "Smoke" means the gases, particles, or vapors released into the air as a result of combustion, electrical ignition, or vaporization, when the apparent or usual purpose of the combustion, electrical ignition, or vaporization is human inhalation of the byproducts, except when the combusting or vaporizing material contains no tobacco, nicotine, or cannabis and the purpose of inhalation is solely olfactory, such as, for example, smoke from incense. The term "smoke" includes, but is not limited to, tobacco smoke, vapors from an electronic smoking device, and cannabis smoke or any other like substance.
- B. "Smoking" means inhaling, exhaling, burning, or carrying any lighted, heated, or ignited cigar, cigarette, cigarillo, pipe, hookah, electronic smoking device, or plant product, or using any other method or device that delivers nicotine, cannabis or other like substances to a person.
- C. "Cannabis" has the meaning set forth in California Business and Professions Code section 26001, as that section may be amended from time to time.
- D. "Electronic smoking device" means an electronic device which can be used to deliver an inhaled dose of nicotine, cannabis, or other substances, including any component, part, or accessory of such a device, whether or not sold separately. The term "electronic smoking device" includes any such device, whether manufactured, distributed, marketed, or sold as an electronic cigarette, electronic cigar, or cigarillo, electronic pipe, electronic hookah or any other product name or descriptor.
- E. "Eating establishment" means any indoor or outdoor area that is designed, established, or regularly used for consuming food or drink and that is available to or customarily used by the general public or an employee. Eating establishment means any area included but not limited to a cafeteria, coffee shop, luncheonette, restaurant, sandwich shop, short order cafe, soda fountain, or other establishment which offers food or drinks to the public.
- F. "Bar" means any area of an eating establishment which is devoted to offering alcoholic beverages for sale to the public and in which the consumption of food is only incidental to the consumption of such beverages and includes any outdoor area of the establishment set aside for use by patrons.

(Ord. 2019-0011 § 3, 2019: Ord. 87-0124 § 1 (part), 1987.)

11.15.030 - Nonsmoking areas required in eating establishments.

- A. Any person who owns, operates, manages, leases, or rents an eating establishment shall cause to be maintained in such facility a nonsmoking area consisting of a portion of both the seating capacity and floor space in which such customers are served, excluding any portion of such facility which is located outdoors and any portion of such facility which is utilized for bar purposes. At the request of any customer, the customer shall be seated in the nonsmoking area of the eating establishment if space is available.
- B. Nothing in this section shall apply to any room of an eating establishment which is used for serving food for a private function, but only while such room is used for such private function.

(Ord. 87-0124 § 1 (part), 1987.)

11.15.040 - Duty to post sign.

Any person who owns, operates, manages, leases, or rents an eating establishment shall cause at least one sign to be posted or displayed on the premises, as provided in this section. The sign shall read substantially as follows: NON-SMOKING AREA AVAILABLE. The sign shall not be smaller than 10 inches wide by 10 inches long, nor shall any lettering thereon be less than one inch in height. The sign shall be placed to assure that it is readable by the public entering the premises.

(Ord. 87-0124 § 1 (part), 1987.)

11.15.050 - Structural modifications not required.

Nothing in this chapter shall be construed to require an eating establishment to make any structural changes or other physical modifications to existing facilities.

(Ord. 87-0124 § 1 (part), 1987.)

Chapter 11.16 - GARBAGE AND OTHER WASTE MATERIAL

11.16.010 - Collection and disposal regulations—Enforcement authority.

The director of public health shall enforce all laws, ordinances and regulations pertaining to the collection and disposal of garbage, and combustible and noncombustible rubbish, within garbage disposal districts.

(Ord. 2006-0040 § 92, 2006: Ord. 8588 § 2 (part), 1964: Ord. 7583 Part 3 Ch. 7 § 611, 1959.)

11.16.020 - Sanitation of premises—Responsibility of owner or agent.

The owner, agent or manager of any premises shall maintain such premises in a clean, sanitary condition, free from accumulations of garbage, rubbish, refuse and other wastes at all times, except as provided by the provisions of this Division 1 or other applicable laws.

(Ord. 8588 § 1 (part), 1964: Ord. 7583 Part 3 Ch. 7 § 605, 1959.)

11.16.030 - Garbage—Storage restrictions.

Garbage and putrescible matter, whether mixed with rubbish or other matter or not, shall be kept in watertight receptacles with close-fitting lids and with handles or bails. Such receptacles shall be thoroughly cleaned each time their contents are removed. Such garbage or putrescible material, whether mixed with rubbish or other material or not, shall not be kept for more than seven days.

(Ord. 7583 Part 3 Ch. 7 § 601, 1959.)

11.16.040 - Feeding garbage and market refuse to animals—Restrictions.

A person may feed garbage and market refuse to fowls or animals when such feeding does not constitute a nuisance or a menace to public health, and when such feeding is in compliance with such conditions as may be imposed by the director of public health.

(Ord. 2006-0040 § 93, 2006: Ord. 7583 Part 3 Ch. 7 § 602, 1959.)

11.16.050 - Deposit of offensive substances prohibited—Exceptions.

Except as otherwise provided in this Division 1, no person shall permit the contents of any cesspool, septic tank, water closet or sewer, or any sewage effluent, excrement, urine, slop water, butcher offal, market refuse, garbage, rubbish, cans, dead animals, dead fowl, or any other putrid or offensive animal or vegetable matter, to remain or to be deposited or discharged upon the surface of the ground on any premises, lot, or in any building, basement, or in any public street, or into, or in a manner that might contaminate, any standing water, stream, hole, excavation or public place. This section does not prohibit:

- A. The placing of cans or rubbish in any lawfully existing dump or waste-disposal facility;
- B. The placing of garbage or market refuse, or both, in any lawfully existing dump or waste-disposal facility in compliance with the conditions imposed, if any, in the license granted for the operation thereof, pursuant to pertinent county ordinances, if, and only if, such license, in express terms, permits garbage or market refuse, or both, to be placed in such dump or waste-disposal facility.

(Ord. 8588 § 1 (part), 1964: Ord. 7583 Part 3 Ch. 7 § 600, 1959.)

11.16.060 - Rubbish—Storage restrictions.

A person may deposit and keep, for not more than 15 days, in a substantial and adequate container, combustible and noncombustible rubbish other than garbage and putrescible matter.

(Ord. 7583 Part 3 Ch. 7 § 603, 1959.)

11.16.070 - Hazardous or radioactive materials—Disposal restrictions.

Materials which are infected or contaminated, chemically hazardous, or radioactive shall be disposed of in a manner approved by the director.

(Ord. 7583 Part 3 Ch. 7 § 610, 1959.)

11.16.090 - Keeping animals and birds—Location restrictions and sanitation requirements.

A person shall not keep any animal, fowl or bird, wild or domestic, other than cats, dogs, canaries or birds of the psittacine family, within 35 feet of any restaurant, food establishment, residence, or dwelling, or other building used for the habitation of human beings, or within 100 feet of any school building, hospital building or similar institution building. It is unlawful to keep or maintain a premises, yard, coop or building in which fowl or animals are maintained in a foul or insanitary condition. The provisions of this section regarding distances shall not apply to accredited laboratories regulated by the California Department of Health Services.

(Ord. 2006-0040 § 94, 2006: Ord. 7583 Part 3 Ch. 7 § 608, 1959.)

11.16.100 - Hog fertilizer—Use restrictions.

A person shall not use any hog manure or hog-ranch wastes in the raw state within one-half mile of any building or part thereof used for a residence, except a building exclusively occupied by such person and his family.

(Ord. 7583 Part 3 Ch. 7 § 606, 1959.)

11.16.110 - Burial of dead animals or offensive material.

It is unlawful for any person to bury the carcass of any dead animal or any other putrid or offensive material unless such carcass or material is placed three feet below the surface level of the ground and immediately covered with at least three feet of soil; provided, however, that such carcass or material shall be buried in such a manner or location that it does not constitute a menace to public health or a nuisance.

(Ord. 7583 Part 3 Ch. 7 § 604, 1959.)

11.16.120 - Edible crops—Irrigation with contaminated water prohibited—Test standards.

No person shall irrigate any strawberries, celery, potatoes, lettuce, radishes, tomatoes, onions, or any vegetable or berries eaten raw, in any manner, with sewage, sewage effluents or water from any stream into which sewage has been discharged, any of which does not meet the following standards: In any 20 consecutive samples, from which five 10-c.c. portions each are examined, not over 10 portions shall be positive for members of the coli-Aerogenes group, and in no single sample shall over half the 0.1 c.c. portions of the sample be positive for such organisms. Samples shall be analyzed in accordance with the latest Standard Methods of Examination of Water and Sewage of the American Public Health Association.

(Ord. 7583 Part 3 Ch. 7 § 607, 1959.)

Chapter 11.19 - ALCOHOLIC BEVERAGE WARNING SIGNS

11.19.010 - Alcoholic beverage warning signs—Purpose of provisions.

The Surgeon General of the United States has recommended that women who are pregnant, or considering pregnancy, be advised not to drink alcoholic beverages and to be aware of the alcohol content in anything they eat because alcohol consumption during pregnancy, especially in the early months, can harm the fetus. In order to serve the public health, safety and welfare, the purpose of the ordinance codified in this chapter is to educate the public by requiring that warning signs be placed at all locations where alcoholic beverages are sold to the public.

(Ord. 86-0169 § 1 (part), 1986.)

11.19.020 - Duty to post.

Any person or entity who owns, operates, manages, leases or rents a premises offering wine, beer or other alcoholic beverages for sale, or dispensing for consideration to the public, shall cause a sign or notices to be posted or displayed on the premises as provided in this section. The sign or notice shall read substantially as follows: **WARNING. DRINKING WINE, BEER AND OTHER ALCOHOLIC BEVERAGES DURING PREGNANCY CAN CAUSE BIRTH DEFECTS.**

Except as specified in Section 11.19.030 C, a sign as required herein shall not be smaller than 10 inches wide by 10 inches long, nor shall any lettering thereon be less than one inch in height.

(Ord. 86-0169 § 1 (part), 1986.)

11.19.030 - Placement.

A sign or notice required by Section 11.19.020 shall be placed as follows:

- A. Where the sale or dispensing of wine, beer or other alcoholic beverages to the public is primarily intended for consumption off the premises, at least one sign shall be so placed to assure that it is readable from all locations at which said sale or dispensing occurs;
- B. Where the sale of wine, beer or other alcoholic beverages to the public is primarily provided through over-the-counter service, at least one sign shall be placed to assure that it is readable from all counter locations available to the public;
- C. Where the sale or dispensing of wine, beer or other alcoholic beverages to the public is primarily provided for consumption on the premises by the public at tables served by food or beverage service persons, at least one sign shall be placed to assure it is readable by the public entering the premises. In the alternative, signs or notices smaller than 10 inches wide by 10 inches long may be displayed at each of the tables provided that the notices are as readily visible and readable as materials provided to the public which list food and beverage prices.

(Ord. 86-0169 § 1 (part), 1986.)

11.19.040 - Language.

In the event a substantial number of the public patronizing a premises offering for sale or dispensing wine, beer or other alcoholic beverages uses a language other than English as a primary language, any sign or notice required by Section 11.19.030 of this chapter shall be worded in both English and the primary language or languages involved.

(Ord. 86-0169 § 1 (part), 1986.)

Chapter 11.20 - HOUSING

Parts:

Part 1 - DEFINITIONS

11.20.010 - Apartment.

"Apartment" means dwelling unit.

(Ord. 8588 § 2 (part), 1964: Ord. 7583 § Part 3 Ch. 11 § 804.1, 1959.)

11.20.020 - Apartment house.

"Apartment house" means any structure more than one story in height or any portion of any such structure, occupied or designed, built or rented for occupation, as a home, by three or more families, each living in a separate apartment and cooking within such structure.

(Ord. 7583 Part 3 Ch. 11 § 810, 1959.)

11.20.023 - Boarding home.

"Boarding home" means any premises, structures, or portion thereof (except any hospital or other health facility as defined in Section 1250 of the Health and Safety Code and except any mental or alcoholic institution licensed by the state of California), used or intended to be used as a place where sleeping or rooming accommodations are furnished to the whole or any part of the public, with or without compensation and with or without meals, for five or more persons who are unrelated to the operator. "Boarding home" includes, but is not limited to, a rooming house, home for the aged, sober living facility, boarding house, lodging house, and bed and breakfast facility.

(Ord. 94-0052 § 18, 1994: Ord. 7583 Part 3 Ch. 11 § 806, 1959.)

11.20.030 - Dwelling.

"Dwelling" means any structure or any portion of a structure, other than an apartment house, motel or hotel, containing one or more guest rooms.

(Ord. 8588 § 2 (part), 1964: Ord. 7583 Part 3 Ch. 11 § 801, 1959.)\

11.20.040 - Dwelling unit.

"Dwelling unit" means a room or a suite of rooms, other than a hotel, which are occupied or which are intended or designed for occupancy by a family for living and sleeping purposes.

(Ord. 8588 § 1 (part), 1964: Ord. 7583 Part 3 Ch. 11 § 804, 1959.)

11.20.050 - Dwelling Unfit For Human Habitation, Use or Occupancy.

"Dwelling unfit for human habitation, use or occupancy" means any dwelling, hotel, motel, apartment house, interim housing facility, or other structure used for living or sleeping purposes which, by reason of its construction or by reason of the lack of maintenance or repair thereof, is in such a condition as creates a hazard to the health, welfare, or safety of its occupants.

(Ord. 2018-0046 § 4, 2018; Ord. 8588 § 1 (part), 1964: Ord. 7583 Part 3 Ch. 11 § 803, 1959.)

11.20.060 - Family.

"Family" means one person living alone, or a group of two or more persons living together, whether or not related to each other by birth.

(Ord. 8588 § 1 (part), 1964: Ord. 7583 Part 3 Ch. 11 § 802, 1959.)

11.20.070 - Guest.

"Guest" means any person who occupies a room for sleeping purposes.

(Ord. 8588 § 2 (part), 1964: Ord. 7583 Part 3 Ch. 11 § 804.2, 1959.)

11.20.080 - Guest room.

"Guest room" means a room occupied, or intended, arranged or designed for occupation by one or more guests. Every 100 square feet of superficial floor area in a dormitory shall be considered a guest room.

(Ord. 8588 § 2 (part), 1964: Ord. 7583 Part 3 Ch. 11 § 804.3, 1959.)

11.20.090 - Habitable room.

"Habitable room" means any room meeting the requirements of this Division 1 for sleeping, living, cooking or eating purposes, excluding such enclosed places as closets, pantries, bath or toilet rooms, service rooms, connecting corridors, laundries, unfinished attics, foyers, storage spaces, cellars, utility rooms and similar spaces.

(Ord. 7583 Part 3 Ch. 11 § 805, 1959.)

11.20.095 - Hot Water.

"Hot water" means water supplied to plumbing fixtures at a temperature of not less than 110 degrees Fahrenheit (43.3 degrees Celsius).

(Ord. 2018-0046 § 5, 2018.)

11.20.100 - Hotel.

"Hotel" means any structure or any portion of a structure, including any dormitory, Turkish bath, bachelor hotel, studio hotel, public club or private club containing six or more guest rooms, and which is occupied, or is intended or designed for occupation, by six or more guests, whether rent is paid in money, goods, labor or otherwise. It does not include any jail, hospital, asylum, sanitarium, orphanage, prison or detention or other building in which human beings are housed and detained under legal restraint.

(Ord. 94-0052 § 19, 1994: Ord. 7583 Part 3 Ch. 11 § 812, 1959.)

11.20.110 - House court.

"House court" means a group of five or more dwelling units other than a hotel or a motel, located upon a single lot or parcel of land.

(Ord. 8588 § 2 (part), 1964: Ord. 7583 Part 3 Ch. 11 § 804.4, 1959.)

11.20.115 - Interim Housing Facility.

"Interim housing facility" means any premises, structures, or portion thereof (except any hospital or other health facility as defined in section 1250 of the Health and Safety Code and except any mental health or alcoholism and drug abuse rehabilitation or treatment facility licensed by the State of California), used or intended to be used as a place where provisional sleeping or rooming accommodations are furnished on a temporary basis to persons who lack permanent housing, are experiencing homelessness or are at imminent risk of becoming homeless, with or without compensation from the resident and with or without meal service. Interim housing facility includes, but is not limited to, bridge housing, crisis housing, recuperative care housing, stabilization housing, recovery bridge housing, and shelters.

(Ord. 2018-0046 § 6, 2018.)

11.20.120 - Motel.

"Motel" means a building of not more than one story containing six or more guest rooms or apartments, or combinations thereof, each of which has a separate, individual entrance leading directly from the outside of the building and is designed, used or intended wholly or in part for the accommodation of automobile transients.

(Ord. 7583 Part 3 Ch. 11 § 811, 1959.)

11.20.140 - Substandard Dwelling.

- A. "Substandard dwelling" means any dwelling, house court, dormitory, hotel, motel, interim housing facility, or apartment house which, through lack of maintenance or repair, generally endangers the life, limb, health, property, safety or welfare of the public, or of the occupants thereof.
- B. Conditions which render a structure a "substandard dwelling" include, but are not limited to, any of the following:
 - 1. Lack of approved toilet or privy structure, bathtub or shower, kitchen sink, hot and cold running water, or other required approved plumbing within an apartment or dwelling;
 - 2. Lack of exterior wall or roof covering adequate to protect the occupants from the elements;
 - 3. Damaged interior walls, partitions, floors or ceiling;
 - 4. Plumbing fixtures and piping which have become insanitary or are otherwise in a condition to create a health hazard;
 - 5. Sewage disposal system which has become insanitary or is otherwise in a condition to create a health hazard;
 - 6. Unreasonable collection of rubbish, debris or trash upon premises;
 - 7. Any of the conditions specified in Section 11.02.300, subsections B, C, D, or E;
 - 8. Use of other than habitable rooms for living, cooking, or eating purposes;
 - 9. Incomplete construction;
 - 10. Infestation by insects, vermin, or rodents;
 - 11. General dilapidation;
 - 12. Lack of a water supply adequate to sustain the health of the inhabitants.

(Ord. 2018-0046 § 7, 2018; Ord. 8588 § 1 (part), 1964: Ord. 7583 Part 3 Ch. 11 § 809, 1959.)

Part 2 - REGULATIONS

11.20.150 - Applicability of Chapter Provisions.

The provisions of this Chapter 11.20 shall apply to all dwellings, house courts, hotels, interim housing facilities, and apartment houses.

(Ord. 2018-0046 § 8, 2018; Ord. 8588 § 1 (part), 1964: Ord. 7583 Part 3 Ch. 11 § 800, 1959.)

11.20.160 - Maintenance Required—Noncompliance Unlawful.

Every dwelling, house court, hotel, motel, interim housing facility, and apartment house shall be maintained in good repair. It is unlawful for any person to occupy or to cause or permit another person to occupy any dwelling, house court, hotel, motel, interim housing facility, and apartment house which does not comply with this section.

(Ord. 2018-0046 § 9, 2018; Ord. 12098 § 2, 1980: Ord. 8588 § 1 (part), 1964: Ord. 7583 Part 3 Ch. 11 § 820, 1959.)

11.20.170 - Sanitation requirements generally.

- A. Each habitable room, hallway, passageway, stairway, wall, partition, ceiling, floor, skylight, glass window, door, carpet, rug, matting, window curtain, furniture, compartment or room, plumbing fixture, drain, roof, vent, closet, cellar, basement, laundry room, yard, court, lot and the premises of every building shall be kept clean, sanitary and free from debris, filth, rubbish, garbage, vermin and other offensive matter. It is unlawful for any person to occupy any building or shelter unless such building or shelter shall provide protection to the occupants from dampness during inclement weather.
- B. Air spaces under buildings shall be rodentproof and kept clear and free from rubbish, debris and filth.

(Ord. 8588 § 1 (part), 1964: Ord. 7583 Part 3 Ch. 11 § 826, 1959.)

11.20.180 - Toilet facilities.

Except where the use of a toilet facility other than a water closet is permitted by this Division 1, it is unlawful for any person to occupy, or to cause or permit another person to occupy, any dwelling which is not supplied with at least one water closet in a separate compartment within the building for each portion of the dwelling which is designed for the occupancy of a single family; provided, however, that this section shall not apply to children's camps. Where the use of a toilet facility other than a water-flush toilet is permitted by this Division 1, it is unlawful for any person to occupy, or to cause or permit another person to occupy, any dwelling which is not supplied with at least one toilet facility other than a water-flush toilet in an outside, separate compartment for each portion of the dwelling which is designed for the occupancy of a single family.

(Ord. 7583 Part 3 Ch. 11 § 817, 1959.)

11.20.190 - Toilet rooms and bathing facilities.

Every dwelling unit shall contain a lavatory and bathtub or shower. All lavatories, bathtubs and showers of dwellings, house courts, hotels, motels and apartment houses shall be provided with hot and cold running water under pressure. All toilet rooms, bath and shower rooms and utility rooms shall be adequately lighted and ventilated to the outside atmosphere. All such rooms and the fixtures and equipment therein shall be maintained in a state of good repair and free from dirt, filth and corrosion. It is unlawful for any person to occupy or to cause or permit another person to occupy any dwelling unit which does not comply with this section.

(Ord. 12098 § 1, 1980: Ord. 8588 § 1 (part), 1964: Ord. 7583 Part 3 Ch. 11 § 819, 1959.)

11.20.200 - Heating appliances—Sale restrictions.

No person shall sell or offer for sale at retail any comfort heating appliance constructed to burn gas or oil for fuel, unless such heating appliance bears the seal of approval of a nationally recognized testing agency.

(Ord. 8588 § 2 (part), 1964: Ord. 7583 Part 3 Ch. 11 § 821.1, 1959.)

11.20.210 - Gas-burning appliances—Approval and installation conditions.

Every gas-burning appliance shall be approved by a nationally recognized testing agency. Every gas-burning appliance, except ranges, refrigerators and hotplates approved by such agencies for unvented use, shall be approved for vented use, and be connected to an effective flue or vent leading to the outside air, not less in size than the vent collar on the appliance. Appliances with forced-air draft or sealed combustion chambers shall be vented in accordance with the manufacturer's directions. The installation of gas heaters or alteration of existing heaters shall be done under a permit obtained from the building department.

(Ord. 8588 § 1 (part), 1964: Ord. 7583 Part 3 Ch. 11 § 821, 1959.)

11.20.220 - Gas-burning appliances—Connections.

Every gas-burning appliance shall be connected to the gas supply piping by metal piping or tubing of a quality and design approved by the county engineer.

(Ord. 8588 § 1 (part), 1964: Ord. 7583 Part 3 Ch. 11 § 822, 1959.)

11.20.230 - Gas-burning appliances—Maintenance.

Every gas vent, gas water heater or other gas appliance shall be maintained in good repair.

(Ord. 7583 Part 3 Ch. 11 § 823, 1959.)

11.20.240 - Gas ranges—Venting.

- A. A gas range shall be vented by one of the following means:
 - 1. A ventilator opening in the wall or ceiling having an area of not less than six by eight inches and connecting with a ventilating duct of not less than 36 square inches in cross-sectional area leading to the outside air;
 - 2. An approved system of forced-draft ventilation.
- B. Gas ranges in buildings erected after September 25, 1959, shall be ventilated by a vent located approximately over the top of surface cooking facilities.

(Ord. 7583 Part 3 Ch. 11 § 824, 1959.)

11.20.260 - Kitchens—Dwelling requirements.

- A. Every dwelling unit in which food is prepared shall have in its kitchen a sink plumbed with hot and cold running water. A kitchen shall be deemed to be that room in which food is prepared for family use.
- B. Every kitchen shall be separated from any room used for sleeping purposes by a full partition, which may contain a doorway not more than four feet in width. Each such doorway shall be provided with a door capable of diminishing the transmission of noises or fumes to any adjacent room used for sleeping purposes.

(Ord. 8588 § 1 (part), 1964: Ord. 7583 Part 3 Ch. 11 § 818, 1959.)

11.20.270 - Cooking permitted in sleeping rooms—Conditions.

- A. If the director finds that health and safety will be preserved and that both an infirmary and restaurant are easily accessible to the occupants thereof within the development, in low-cost housing developments designed for persons over 62 years of age financed in whole or in part by federal funds or by means of loans insured in whole or in part by the United States, a room used for sleeping purposes also may be used for cooking.
- B. Subsection B of Section 11.20.260 and the provisions of Section 11.20.310 which prohibit sleeping in a kitchen do not apply to such a room, but subsection A of Section 11.20.260 and all other provisions of this code do apply to such a room.

(Ord. 8095 § 2, 1961; Ord. 7583 Part 3 Ch. 11 § 818.5, 1959.)

11.20.280 - Sleeping rooms—Air space per person.

It is unlawful for a person to occupy or permit another person to occupy any room for sleeping purposes unless such room shall contain at least 500 cubic feet of air space.

(Ord. 7583 Part 3 Ch. 11 § 814, 1959.)

11.20.290 - Sleeping rooms—Air space for two persons.

Except as provided in Section 11.20.300 every room used for sleeping purposes, occupied by two persons, shall contain not less than 630 cubic feet of air space.

(Ord. 7583 Part 3 Ch. 11 § 815, 1959.)

11.20.300 - Sleeping rooms—Air space for more than two persons.

Every room or place used for sleeping purposes shall be deemed to be overcrowded if it is occupied by more than two persons and contains less than 630 cubic feet of air space plus 500 cubic feet of air space for every person occupying the room in excess of two persons.

(Ord. 7583 Part 3 Ch. 11 § 816, 1959.)

11.20.310 - Sleeping Rooms—Overcrowding and Other Unhealthful Conditions Prohibited.

No person shall occupy, rent or lease, suffer, or permit another person to use for sleeping purposes any kitchen, cellar, hallway, bath, shower, compartment, toilet room, or any habitable room or place, including any hotel, apartment house, interim housing facility, multiple dwelling or dwelling, which is detrimental to the health of the occupant or occupants by reason of overcrowding or insufficiency of light, windows, ventilation, or drainage. The window area of any room used for sleeping purposes shall not be less than one-eighth of the floor area and shall be at least one-half openable or the room completely air-conditioned.

(Ord. 2018-0046 § 10, 2018; Ord. 7583 Part 3 Ch. 11 § 825, 1959.)

11.20.320 - Linen and bedding for transient guest accommodations.

All rooms in a rooming house, hotel, motel, apartment house, rented to transient guests wherein beds are used shall be provided with an adequate amount of clean bedding, springs and mattresses, in good repair. All such beds, springs and mattresses shall be maintained in a sanitary condition. Rooming houses, hotels, motels, and apartment houses shall provide an adequate amount of clean washcloths, hand and bath towels, and other linen necessary for each new guest therein.

(Ord. 8588 § 2 (part), 1964: Ord. 7583 Part 3 Ch. 11 § 831, 1959.)

11.20.330 - Screens required when.

Windows and other openings in the exterior walls of dwellings shall be provided with approved screening of at least 16 mesh set in tight-fitting frames, except where the omission of screens will not be hazardous to the health of the occupants.

(Ord. 7583 Part 3 Ch. 11 § 813, 1959.)

11.20.350 - Apartment houses—Regulations applicable.

Apartment houses shall comply with Chapters 11.16, 11.30, 11.32 and 11.38 of this Division 1.

(Ord. 8588 § 1 (part), 1964: Ord. 7583 Part 3 Ch. 11 § 829, 1959.)

11.20.360 - Bachelor apartments—Described—Requirements.

A bachelor apartment is a dwelling unit built prior to August 8, 1963, combining kitchen, living and sleeping areas, and will be permitted provided it complies with the following requirements:

- A. The room shall have a minimum of 250 square feet of floor area, exclusive of bath, closet and water-closet areas.
- B. Occupancy shall be limited to not more than two persons.
- C. Each bachelor apartment shall be located in an apartment house or hotel.
- D. Bachelor apartments shall comply as a dwelling unit; except, that the kitchen area need not be separated from a room used for sleeping purposes, and toilet facilities need only be separated from the kitchen area by one full door.
- E. Bachelor apartments shall comply with zoning requirements.
- F. One water closet, lavatory with hot and cold running water, and bathtub or shower shall be provided for each unit.
- G. Cooking facilities shall be vented directly to the outside air by means of a mechanical exhaust system having a capacity of at least 150 cubic feet per minute.
- H. An approved method of heating shall be installed in each room. Cooking appliances shall not be used for the purpose of heating such rooms.

(Ord. 8588 § 2 (part), 1964: Ord. 7583 Part 3 Ch. 11 § 834, 1959.)

11.20.370 - Efficiency living units.

Nothing in this Division 1 shall prohibit the use, on or after July 13, 1963, of an efficiency living unit which meets the following requirements:

- A. An efficiency living unit shall have a living room of not less than 220 square feet of superficial floor area. An additional 100 square feet of superficial floor area shall be provided for each occupant of such unit in excess of two.
- B. There shall be provided a separate closet of such size as to provide for adequate storage.
- C. There shall be provided a separate area of not less than three feet by five feet in size, accessible from the living rooms and enclosed by a door or doors, and shall be provided with complete cooking and food preparation facilities.
- D. The cooking and food-preparation facilities shall consist of a properly trapped and vented kitchen sink provided with a garbage-disposal unit, hot and cold running water, a refrigerator and an approved kitchen range or cooking appliance.
- E. The surface on which the cooking appliance rests shall be covered with metal of not less than No. 28 U.S. Gauge over one-fourth-inch asbestos millboard, or such other materials that will provide equivalent fire protection, extending at least 24 inches above the surface on which the cooking appliance rests.
- F. There shall be installed over the cooking surface a mechanical exhaust fan connected to the outside air.
- G. All sink tops and cabinet surfaces shall have a smooth, washable, nonabsorbent finish.
- H. There shall be provided a cabinet for the storage of all food, dishes and cooking utensils.
- I. There shall be provided an approved comfort-heating appliance or system within the living room.
- J. A separate compartment containing a toilet, lavatory and bathtub or shower shall be provided for each efficiency living unit.

(Ord. 8588 § 2 (part), 1964: Ord. 7583 Part 3 Ch. 11 § 832, 1959.)

11.20.380 - Hotels—Regulations applicable.

Hotels shall comply with Chapters 11.16, 11.30, 11.32 and 11.38 of this Division 1.

(Ord. 8588 § 1 (part), 1964: Ord. 7583 Part 3 Ch. 11 § 830, 1959.)

11.20.390 - Motels—Regulations applicable.

Motels shall comply with Section 11.20.310 and Chapters 11.16, 11.30, 11.32 and 11.38 of this Division 1.

(Ord. 8588 § 1 (part), 1964: Ord. 7583 Part 3 Ch. 11 § 828, 1959.)

11.20.400 - Light housekeeping rooms.

Light housekeeping rooms shall be permitted provided they were constructed prior to September 16, 1963, combine cooking, living and sleeping, and comply with the following requirements:

- A. 1. Light housekeeping rooms shall contain not less than 150 square feet in area and shall be occupied by not more than two people. The cooking appliances therein, if any, shall be used solely for the cooking or preparation of meals for consumption by the occupants of the room.

2. A room having a superficial floor area of not less than 120 square feet may be used for light housekeeping if it is occupied by only one person.
- B. The cooking appliances used therein, if any, shall have no more than two burners. If electric appliances are used, they shall have been tested and approved by the Underwriters' Laboratory. If gas appliances are used, they shall have been tested and approved by the American Gas Association.
- C.
 1. The installation, maintenance or use of said cooking appliances shall not be hazardous to life, health or property.
 2. The cooking appliance shall rest upon its own legs, or shall be an approved, built-in unit of fixed installation. Said appliance shall be set not closer than six inches from any wall or projection thereof, and shall rest upon an impervious surface.
 3. The walls behind and adjacent to said cooking appliance shall be lined or back-flashed with incombustible material equivalent to one-fourth-asbestos millboard. The back-flashing shall extend from 12 inches below to 24 inches above the base of the appliance. There shall be a clear and unobstructed space of 36 inches above the surface of the cooking appliance.
- D.
 1. Gas-burning appliances shall be connected to the gas supply piping by approved metal piping with an approved gas shutoff valve readily accessible within the room.
 2. Electrical appliances and serving circuits shall be properly installed and maintained.
- E. The room shall contain an approved sink with hot and cold running water.
- F. An approved storage cabinet shall be installed in the room.
All food, dishes, and cooking and eating utensils shall be stored therein when not in use.
- G. The bed in such a room, and drapes, curtains or other readily combustible material, shall be so located that they do not come in contact with the cooking appliances.
- H. Any toilet room opening directly into such a room shall have a tight-fitting door.
- I. An approved method of heating shall be installed in each such room. Cooking appliances shall not be used for the purpose of heating such rooms. No cooking appliance shall be installed within a closet in such a room.
- J. In any building containing six or more light housekeeping rooms, there shall be one water closet and one bath facility for each five units or fraction thereof. In any building containing five or less light housekeeping rooms, there shall be one water closet and one bath facility which may be in the same room for each three light housekeeping units in the building. Such toilet and bath facilities shall be accessible to and from a public hallway.

(Ord. 8588 § 2 (part), 1964; Ord. 7583 Part 3 Ch. 11 § 833, 1959.)

11.20.420 - Reserved.

11.20.450 - Laundries.

- A. All laundries shall be in a building. The floors shall be constructed of smooth, nonabsorbent, durable materials. All walls and ceilings shall be constructed of smooth material. All floors, walls, and ceilings shall be kept clean and in good repair.
- B. Washing machines shall be installed in such a manner that the area under and around the machines may be kept clean and in good repair.

(Ord. 2018-0046 § 12, 2018.)

11.20.460 - Appliances.

Appliances provided by house courts, hotels, motels, interim housing facilities, and apartment houses shall be kept fully operative, and in good repair.

(Ord. 2018-0046 § 13, 2018.)

11.20.470 - Comfort Heat.

- A. Every dwelling, house court, hotel, motel, interim housing facility, and apartment house shall be provided with heating facilities capable of maintaining a minimum room temperature of 70 degrees Fahrenheit at a point three feet above the floor in all habitable rooms, and when the heating facilities are not under the control of the tenant or occupant of the building owner and/or manager, shall be required to provide that heat at a minimum temperature of 70 degrees Fahrenheit, 24 hours a day. These facilities shall be installed and maintained in a safe condition and in accordance with Chapter 37 of the Uniform Building Code, the Uniform Mechanical Code, and other applicable laws. No unvented fuel burning heaters shall be permitted. All heating devices or appliances shall be of the approved type.
- B. The provisions of Subsection (A) are subject to the exemption for existing buildings provided in Section 103, of the Uniform Housing Code.
- C. Those buildings and structures which are exempt from the requirements of Section 103 shall be provided with heat at a temperature as close to 70 degrees Fahrenheit as the existing heating facilities are capable of providing at a point of three (3) feet above the floor in all habitable rooms when the heating facilities are not under the control of the tenant or occupant.

(Ord. 2018-0046 § 14, 2018.)

11.20.500 - Interim Housing Facilities—Regulations Applicable.

Interim housing facilities shall comply with Chapters 11.16, 11.20, 11.30, 11.32, and 11.38 of this Division 1.

(Ord. 2018-0046 § 15, 2018.)

11.20.510 - Toilet Rooms, Handwashing, and Bathing Facilities—Interim Housing Facility.

Every interim housing facility shall contain a lavatory and bathtub or shower. All lavatories, bathtubs, and showers of interim housing facilities shall be provided with hot and cold running water under pressure. All toilet rooms, bath and shower rooms, and utility rooms shall be adequately lighted and ventilated to the outside atmosphere. All such rooms and the fixtures and equipment therein shall be maintained in a state of good repair and free from dirt, filth, and corrosion. It is unlawful for any person to occupy or to cause or permit another person to occupy any interim housing facility which does not comply with this section.

Toilet rooms of interim housing facilities shall be separated by well-fitted, self-closing doors that prevent the passage of flies, dust, or odors.

Each toilet stall shall include a door with locking mechanism and a permanently installed dispenser with toilet tissue.

Handwashing facilities shall be provided within or adjacent to toilet rooms. The number of handwashing facilities required shall be in accordance with local building and plumbing codes. All handwashing facilities shall be provided with hot and cold running water under pressure.

Handwashing facilities shall be provided with the following in dispensers at, or adjacent to, each handwashing facility: handwashing cleanser, sanitary single-use towels or an air hand drying device.

(Ord. 2018-0046 § 16, 2018.)

11.20.520 - Storage Areas for Personal Belongings—Interim Housing Facility.

Each bed in an interim housing facility shall be provided with a storage unit for the keeping of personal belongings of each person. Sufficient additional storage facilities shall be provided for the reasonably safekeeping of articles or personal belongings which are not in daily use.

(Ord. 2018-0046 § 17, 2018.)

11.20.530 - Linen and Bedding for Interim Housing Facility.

- A. All interim housing facilities wherein beds are used shall provide an adequate amount of clean bedding, cots and springs, and mattresses in good repair. All such beds, cots, springs, and mattresses shall be maintained in a sanitary condition and, after being used by one person, shall be thoroughly cleaned before being used by another person.
- B. Interim housing facilities shall provide an adequate amount of clean linen necessary to properly care for the persons therein.
- C. Adequate and suitable space shall be provided for the storage of clean linens. Soiled linens shall be kept in nonabsorbent receptacles or washable laundry bags and properly stored and transported to prevent contamination.
- D. Linens shall be laundered as often as necessary but no less than weekly. If linens are laundered on the premises, they shall be laundered in a mechanical clothes washer and dryer that is cleaned and sanitized before and after each time it is used.

(Ord. 2018-0046 § 18, 2018.)

11.20.540 - Sharps—Proper Storage—Interim Housing Facility.

All used needles and syringes shall be placed in an approved sharps bio-hazard container and properly disposed.

(Ord. 2018-0046 § 19, 2018.)

11.20.550 - Posting Requirements—Interim Housing Facility.

- A. The owner of an interim housing facility as defined in Section 11.20.115 of this chapter shall be responsible for posting in a common area, accessible by all tenants and the general public, a placard, as provided by the Health Officer. "Common area, accessible by all tenants and the general public" means:
 - 1. Posted in a conspicuous location within five (5) feet of the main entrance of the interim housing facility; or
 - 2. Posted in or near the outside of the door of the interim housing facility manager, if one exists; or
 - 3. Posted in a location as directed and determined in the discretion of the County Health Officer to ensure proper notice to all occupants and the general public.

- B. The placard shall not be defaced, marred, camouflaged, hidden, or removed. Removal of the placard is a violation of this chapter and shall be punishable as specified in Section 11.02.080.

(Ord. 2018-0046 § 20, 2018.)

Chapter 11.22 - INDUSTRIAL ESTABLISHMENTS*

Parts:

Part 1 - GENERAL PROVISIONS AND DEFINITIONS

Articles:

Article 1 - GENERAL PROVISIONS

11.22.010 - Applicability of provisions.

This Division 1 applies to all industrial establishments in which articles are manufactured, processed, repaired, cleaned, sorted or renovated, in whole or in part, and those establishments practicing the healing arts.

(Ord. 8588 § 9 (part), 1964: Ord. 7583 Part 3 Ch. 16 § 1100, 1959.)

11.22.020 - Purpose.

The purpose of this Division 1 is to prescribe minimum sanitary and occupational health requirements for the protection of the health of all employees in establishments covered by this Division 1.

(Ord. 8588 § 9 (part), 1964: Ord. 7583 Part 3 Ch. 16 § 1101, 1959.)

Article 2 - DEFINITIONS

11.22.030 - Adequate or approved.

"Adequate or approved" means in conformance with good health practices which, in the opinion of the director, are sufficient to protect the health and well-being of the employee.

(Ord. 8588 § 9 (part), 1964: Ord. 7583 Part 3 Ch. 16 § 1102, 1959.)

11.22.040 - Breathing zone.

"Breathing zone" means the area or zone of a worker's head during normal operation of a process while at work.

(Ord. 8588 § 9 (part), 1964: Ord. 7583 Part 3 Ch. 16 § 1103, 1959.)

11.22.050 - Capture velocity.

"Capture velocity" means the velocity of air at specific points or zones which causes air contaminants to flow to an exhaust system.

(Ord. 8588 § 9 (part), 1964: Ord. 7583 Part 3 Ch. 16 § 1104, 1959.)

11.22.060 - Conveying velocity.

"Conveying velocity" means the air speed determined to be necessary to convey a contaminant through a duct or system.

(Ord. 8588 § 9 (part), 1964: Ord. 7583 Part 3 Ch. 16 § 1105, 1959.)

11.22.070 - Corrosive substance.

"Corrosive substance" means any substances which, in contact with living tissue, will cause destruction of tissue by chemical action, but shall not refer to action on inanimate surfaces.

(Ord. 8588 § 9 (part), 1964: Ord. 7583 Part 3 Ch. 16 § 1106, 1959.)

11.22.080 - Dermatitis.

"Dermatitis" means inflammation of the surface of the skin or epidermis.

(Ord. 8588 § 9 (part), 1964: Ord. 7583 Part 3 Ch. 16 § 1107, 1959.)

11.22.090 - Employee.

"Employee" means any person, including an owner or partner, who works in or is employed in a place of employment.

(Ord. 8588 § 9 (part), 1964: Ord. 7583 Part 3 Ch. 16 § 1108, 1959.)

11.22.100 - Employer.

"Employer" means an person who, directly or indirectly or through an agent or any other person, employs or exercises control over the wages, hours or working conditions of a man, woman or minor.

(Ord. 8588 § 9 (part), 1964: Ord. 7583 Part 3 Ch. 16 § 1109, 1959.)

11.22.110 - Gassing.

"Gassing" means the rate of generation of contaminant.

(Ord. 8588 § 9 (part), 1964: Ord. 7583 Part 3 Ch. 16 § 1110, 1959.)

11.22.120 - General ventilation.

"General ventilation" means the introduction of uncontaminated air into an area, room or building, or exhausting air therefrom by other than local exhaust ventilation systems.

(Ord. 8588 § 9 (part), 1964: Ord. 7583 Part 3 Ch. 16 § 1111, 1959.)

11.22.130 - Hood.

"Hood" means any air-intake device connected to an exhaust-ventilation system or duct to capture and remove dusts, fumes, gases, vapors, mists, smoke, heat, or otherwise provided local exhaust ventilation.

(Ord. 8588 § 9 (part), 1964: Ord. 7583 Part 3 Ch. 16 § 1112, 1959.)

11.22.140 - Irritant.

"Irritant" means any substance, not necessarily corrosive as defined herein, but which on either immediate, prolonged or repeated contact with normal living tissue will conduct a local inflammatory reaction.

(Ord. 8588 § 9 (part), 1964: Ord. 7583 Part 3 Ch. 16 § 1113, 1959.)

11.22.150 - Lateral exhaust.

"Lateral exhaust" means local exhaust ventilation designed with slots at the periphery or along the midsection of a surface or tank for the purpose of preventing escape of significant amounts of contaminants to the breathing zone.

(Ord. 8588 § 9 (part), 1964: Ord. 7583 Part 3 Ch. 16 § 1114, 1959.)

11.22.160 - Local exhaust ventilation.

"Local exhaust ventilation" means a ventilating system intended to capture air contaminants at or near their point of origin and transport them to an approved exhaust system.

(Ord. 8588 § 9 (part), 1964: Ord. 7583 Part 3 Ch. 16 § 1115, 1959.)

11.22.170 - Maximum acceptable concentrations.

"Maximum acceptable concentrations" means the concentration of gas, vapor, fume, dust, mist or similar air contaminants adopted in Part VII of the Rules and Regulations established by authority of Section 11.02.160 and set out in Appendix 1 to this Title 11.

(Ord. 8588 § 9 (part), 1964: Ord. 7583 Part 3 Ch. 16 § 1121, 1959.)

11.22.180 - Occupational disease.

"Occupational disease" means any disease or infection, including dermatitis, which is peculiar to the industrial process, trade or occupation in each instance, and which arises out of and in the scope of employment, and to which an employee is not ordinarily subjected or exposed, other than during a period of regular, actual employment therein.

(Ord. 8588 § 9 (part), 1964: Ord. 7583 Part 3 Ch. 16 § 1116, 1959.)

11.22.190 - Occupational health hazard.

"Occupational health hazard" means any risk to an employee's health associated with or arising out of his occupation, or occupational work or environment.

(Ord. 8588 § 9 (part), 1964: Ord. 7583 Part 3 Ch. 16 § 1117, 1959.)

11.22.200 - Place of employment or industrial establishment.

"Place of employment" or "industrial establishment" means every place where persons are employed.

(Ord. 8588 § 9 (part), 1964: Ord. 7583 Part 3 Ch. 16 § 1118, 1959.)

11.22.210 - Sanitary condition.

"Sanitary condition" means that physical condition which will tend to prevent the incidence and spread of disease.

(Ord. 8588 § 9 (part), 1964: Ord. 7583 Part 3 Ch. 16 § 1119, 1959.)

11.22.220 - Strong sensitizer.

"Strong sensitizer" means a substance which will cause, on normal living tissue, through an allergic or photodynamic process, a hypersensitivity which becomes evident on reapplication of the same substance, and which is so recognized by national authority. Before designating any substance as a strong sensitizer, the department, upon consideration of the frequency of occurrence and severity of the reaction, shall find that the substance has a significant potential for causing hypersensitivity.

(Ord. 8588 § 9 (part), 1964: Ord. 7583 Part 3 Ch. 16 § 1120, 1959.)

11.22.230 - Toilet facilities.

"Toilet facilities" means fixtures maintained within toilet rooms for the purpose of defecation.

(Ord. 8588 § 9 (part), 1964: Ord. 7583 Part 3 Ch. 16 § 1122, 1959.)

11.22.240 - Toilet room.

"Toilet room" means a room maintained within or on the premises of any place of employment containing toilet facilities for use of employees, and shall be used for no other purpose.

(Ord. 8588 § 9 (part), 1964: Ord. 7583 Part 3 Ch. 16 § 1123, 1959.)

11.22.250 - Toxic substance.

"Toxic substance" means any substance, other than a radioactive substance, which has the capacity to produce personal injury or illness to man through ingestion, inhalation or absorption through any body surface.

(Ord. 8588 § 9 (part), 1964: Ord. 7583 Part 3 Ch. 16 § 1124, 1959.)

11.22.260 - Urinal.

"Urinal" means a fixture connected with a sewer and maintained within a toilet room for the sole purpose of urination.

(Ord. 8588 § 9 (part), 1964: Ord. 7583 Part 3 Ch. 16 § 1125, 1959.)

11.22.270 - Water closet.

"Water closet" means a toilet facility which is connected to a sewer and flushed with water under pressure.

(Ord. 8588 § 9 (part), 1964: Ord. 7583 Part 3 Ch. 16 § 1126, 1959.)

Part 2 - WATER SUPPLY

11.22.280 - Requirements generally—Supply approval by director.

Every place of employment where two or more persons are employed shall be adequately supplied at all times with running water under pressure for use by human beings for both drinking and face and body washing purposes. Such supply and the facilities, and the location of such facilities, must be approved by the director of public health.

(Ord. 2006-0040 § 95, 2006: Ord. 8588 § 9 (part), 1964: Ord. 7583 Part 3 Ch. 16 § 1127, 1959.)

11.22.290 - Drinking water—Open containers prohibited.

No employer or employee shall provide an open container, such as barrels, pails or tanks, for drinking water for general use, from which the water must be dipped or poured, whether fitted with a cover or not.

(Ord. 8588 § 9 (part), 1964: Ord. 7583 Part 3 Ch. 16 § 1133, 1959.)

11.22.300 - Common use of drinking containers prohibited.

No employer shall provide or expose for common use, or permit to be so provided or exposed, or allow to be used in common, any cup, glass or other receptacle used for drinking purposes.

(Ord. 8588 § 9 (part), 1964: Ord. 7583 Part 3 Ch. 16 § 1129, 1959.)

11.22.310 - Drinking water—Cooling container restrictions.

In all instances where drinking water is cooled by ice, the construction of the container shall be such that the ice does not come in direct contact with the water.

(Ord. 8588 § 9 (part), 1964: Ord. 7583 Part 3 Ch. 16 § 1128, 1959.)

11.22.320 - Drinking cups—Provision and disposal.

Where single-service drinking cups are supplied (to be used once), there shall be provided at all times an approved, sanitary container for the unused cups, and also a receptacle for disposing of the used cups.

(Ord. 8588 § 9 (part), 1964: Ord. 7583 Part 3 Ch. 16 § 1130, 1959.)

11.22.330 - Drinking fountains—Design and quantity.

When sanitary drinking fountains are provided in compliance with Section 11.22.280, they shall be of the angle-jet type, with guard, and in good working order at all times, and must be of a design approved by the director. When such drinking fountains are provided, at least one must be provided for each 50 employees, or fraction thereof.

(Ord. 8588 § 9 (part), 1964: Ord. 7583 Part 3 Ch. 16 § 1131, 1959.)

11.22.340 - Drinking fountains—Drainage.

The drain from any drinking fountain shall be connected to an acceptable drainage system in an approved manner.

(Ord. 8588 § 9 (part), 1964: Ord. 7583 Part 3 Ch. 16 § 1132, 1959.)

Part 3 - TOILET FACILITIES

11.22.350 - Requirements generally—Quantity and location.

- A. Every industrial establishment shall provide and have available for use in good working order at all times an adequate number of water closet, separate for each sex, in accordance with the following table:

Table No. 1	
Number of Persons of Given Sex	Number of Water Closets*
1—9	1
10—24	2
25—49	3
50—74	4
75—100	5
Over 100	1 for each additional 30 persons
*If the total number of employees of an establishment numbers less than five and only one toilet is available, it may be used by both sexes.	

B. Urinals may be substituted for a certain number of the water closet facilities specified in the foregoing table as follows:

One urinal may be substituted for one water closet, provided the total number of water closets is at least twice the total number of urinals.

C. Toilet facilities shall be provided so as to be readily accessible to all employees. Toilet facilities so located that employees must use more than one floor-to-floor flight of stairs to or from them are not considered as readily accessible. As far as is practicable, toilet facilities shall be located within 200 feet of all locations at which workers are regularly employed.

(Ord. 8588 § 9 (part), 1964: Ord. 7583 Part 3 Ch. 16 § 1134, 1959.)

11.22.360 - Toilet paper required.

An adequate supply of toilet paper with suitable holder shall be provided for each water closet at all times.

(Ord. 8588 § 9 (part), 1964: Ord. 7583 Part 3 Ch. 16 § 1135, 1959.)

11.22.370 - Covered receptacles required in women's rooms.

Covered receptacles shall be kept at all times in all toilet rooms used by females.

(Ord. 8588 § 9 (part), 1964: Ord. 7583 Part 3 Ch. 16 § 1136, 1959.)

11.22.380 - Floors, walls and ceilings—Materials and Maintenance.

The floors, walls and ceilings of all toilet rooms shall be of a nonabsorbent material that can be easily cleaned and maintained in good repair.

(Ord. 8588 § 9 (part), 1964: Ord. 7583 Part 3 Ch. 16 § 1137, 1959.)

11.22.390 - Installation of toilet fixtures.

Every watercloset bowl shall be set entirely free and open from all enclosing woodwork, and shall be so installed that the space around the fixture may be easily cleaned.

(Ord. 8588 § 9 (part), 1964: Ord. 7583 Part 3 Ch. 16 § 1140, 1959.)

11.22.400 - Venting required.

All inside toilet rooms shall be effectively vented to the outside air.

(Ord. 8588 § 9 (part), 1964: Ord. 7583 Part 3 Ch. 16 § 1139, 1959.)

11.22.410 - Window screens required.

All outside windows of all toilet rooms shall be equipped with suitable and effective insect screens.

(Ord. 8588 § 9 (part), 1964: Ord. 7583 Part 3 Ch. 16 § 1138, 1959.)

Part 4 - LUNCH ROOMS AND WASHING FACILITIES

11.22.420 - Lunch rooms—Requirements generally.

In all places of employment where employees are permitted to lunch on the premises, an adequate space suitable for that purpose shall be provided for the maximum number of employees who may use such space at one time. Such space shall be separate and apart from any location where there is an exposure to toxic materials.

(Ord. 8588 § 9 (part), 1964: Ord. 7583 Part 3 Ch. 16 § 1146, 1959.)

11.22.430 - Eating or storing food—Protection from toxic substances.

No employee shall be permitted to store or eat any part of his or her lunch or other food at any time where there are present any toxic materials or other substances that may be injurious to health.

(Ord. 8588 § 9 (part), 1964: Ord. 7583 Part 3 Ch. 16 § 1148, 1959.)

11.22.440 - Disposal receptacles required.

A covered receptacle shall be provided at all times for the disposal of all waste food.

(Ord. 8588 § 9 (part), 1964: Ord. 7583 Part 3 Ch. 16 § 1147, 1959.)

11.22.450 - Washing facilities—Requirements generally.

Adequate facilities for maintaining personal cleanliness shall be provided in every place of employment. Their number and proximity to the employees shall be such as to fulfill properly the requirements set forth in Division 1 of this title, and shall be maintained in a clean and sanitary condition at all times.

(Ord. 8588 § 9 (part), 1964: Ord. 7583 Part 3 Ch. 16 § 1141, 1959.)

11.22.460 - Washing facilities—Quantity.

At least one lavatory (washbasin) shall be provided in every toilet room, or adjacent thereto, with water under pressure, and in good working order at all times, for every 10 employees (men or women) or portion thereof, up to 100 persons, and one lavatory (washbasin) for each additional 15 persons or portion thereof. 24 inches of sink with individual faucet shall be considered as equal to one lavatory.

(Ord. 8588 § 9 (part), 1964: Ord. 7583 Part 3 Ch. 16 § 1142, 1959.)

11.22.470 - Washing facilities—Soap and towels.

Soap and individual towels shall be provided by the employer, and proper receptacles maintained at all times for disposing of used towels. Other type of drying apparatus may be substituted for towels, if approved by the director.

(Ord. 8588 § 9 (part), 1964: Ord. 7583 Part 3 Ch. 16 § 1144, 1959.)

11.22.480 - Washing facilities—Where poisonous or irritating materials are present.

Where there is exposure to skin contamination with poisonous, infectious or irritating materials, one lavatory shall be provided for each five persons. Where wash sinks or circular basins are used 24 lineal inches of wash sink or 18 inches of a circular basin, when provided with water outlets for such space, shall be considered equivalent to one lavatory. In all instances, a suitable cleansing agent shall be provided at each wash place.

(Ord. 8588 § 9 (part), 1964: Ord. 7583 Part 3 Ch. 16 § 1143, 1959.)

11.22.490 - Additional change rooms and washing facilities required when.

Employers shall provide change rooms, showers, baths or lavatories having hot and cold running water, soap and towels, in every place of employment where lack of such facilities may constitute an occupational health hazard and may result in an occupational disease.

(Ord. 8588 § 9 (part), 1964: Ord. 7583 Part 3 Ch. 16 § 1145, 1959.)

Part 5 - MAINTENANCE, STORAGE AND SANITATION

11.22.500 - Lighting facilities.

Each place of employment shall be equipped with such lighting facilities that may be necessary to adequately and effectively illuminate all operations and areas.

(Ord. 8588 § 9 (part), 1964: Ord. 7583 Part 3 Ch. 16 § 1163, 1959.)

11.22.510 - Sanitation.

All places of employment shall be maintained in a reasonably clean and sanitary condition.

(Ord. 8588 § 9 (part), 1964: Ord. 7583 Part 3 Ch. 16 § 1161, 1959.)

11.22.520 - Housekeeping.

All plants, rooms and areas, and equipment or supplies used therein or in connection therewith, shall be kept in a clean and sanitary condition. A program shall be carried out for regularly removing dust, spillage and debris at regular intervals. The establishment shall be maintained in a reasonably orderly condition as may be necessary for good housekeeping practices requisite to compliance with these regulations.

(Ord. 8588 § 9 (part), 1964: Ord. 7583 Part 3 Ch. 16 § 1164, 1959.)

11.22.530 - Aisles, passageways and floors.

Permanent aisles and passageways shall be provided and kept clear, and the floor surfaces thereof shall be kept in good repair. Where necessary to the maintenance of clear passageways, such aisles and passageways shall be defined by painting lines or other clear markings.

(Ord. 8588 § 9 (part), 1964: Ord. 7583 Part 3 Ch. 16 § 1166, 1959.)

11.22.540 - Fans and other ventilation equipment.

Fans, fan blades, hoods, ducts, filters and baffles shall be regularly inspected, and shall be cleaned and maintained, repaired or replaced as often as necessary to maintain performances of the system reasonably within the intended design requirements.

(Ord. 8588 § 9 (part), 1964: Ord. 7583 Part 3 Ch. 16 § 1167, 1959.)

11.22.550 - Drainage from wet processes.

Where wet processes are used, provision shall be made so drainage therefrom does not create a hazardous or unsanitary condition. Drainage shall be arranged so as not to regularly run across the floor or walkways.

(Ord. 8588 § 9 (part), 1964: Ord. 7583 Part 3 Ch. 16 § 1165, 1959.)

11.22.560 - Stacking of materials—Unopened containers.

Full, unopened drums and boxed carboys, if stacked upright and two or more layers high, shall be staggered or with pallets between layers, so as to provide stability to such stacks.

(Ord. 8588 § 9 (part), 1964: Ord. 7583 Part 3 Ch. 16 § 1169, 1959.)

11.22.570 - Stacking of materials—Opened carboys prohibited.

Boxed carboys which have been opened shall not be stacked.

(Ord. 8588 § 9 (part), 1964: Ord. 7583 Part 3 Ch. 16 § 1171, 1959.)

11.22.580 - Storage—Opened drums.

Opened drums shall be stored upright and shall not be stacked. Exception: For the purpose of dispensing, such drums may be stored on their sides, not over two tiers high, if dispensing spigots are installed on the drums and the drums are secured in place.

(Ord. 8588 § 9 (part), 1964: Ord. 7583 Part 3 Ch. 16 § 1170, 1959.)

11.22.590 - Storage—Materials toxic when in combination.

Substances which are not toxic by themselves in their normal state, but when in combination may create products which are toxic, shall be separated from each other in storage.

(Ord. 8588 § 9 (part), 1964: Ord. 7583 Part 3 Ch. 16 § 1168, 1959.)

11.22.600 - Storage—Toxic substances.

Toxic substances shall be stored in an organized and orderly manner, and identified as may be necessary to aid in preventing accidents, and shall be reasonably protected from sources of external corrosion or damage.

(Ord. 8588 § 9 (part), 1964: Ord. 7583 Part 3 Ch. 16 § 1172, 1959.)

Part 6 - HEALTH HAZARD CONTROL

11.22.610 - Occupational health hazards—Restrictions generally.

No person, firm, corporation or other employer shall use or permit to be used, in the conduct of any business, manufacturing establishment or other place of employment, any process, material or condition known to have any possible adverse effect on the health of any person or persons employed therein, unless arrangements have been made to maintain the occupational environment to the extent that such injury will not result. Every industrial establishment shall be continually maintained in a sanitary condition.

(Ord. 8588 § 9 (part), 1964: Ord. 7583 Part 3 Ch. 16 § 1154, 1959.)

11.22.620 - Control systems—Plan review and approval prerequisite to operation.

The director shall review and approve or disapprove all plans and specifications pertaining to the design of ventilation systems for the control of occupational health hazards and shielding for a source of radiation, and shall have the authority to require the submission of such plans and specifications. The employer shall submit all plans and specifications at the request of the director, and shall not use, operate or allow any person to work with any hazardous materials or sources of radiation until the director has approved said installation.

(Ord. 8588 § 9 (part), 1964: Ord. 7583 Part 3 Ch. 16 § 1191, 1959.)

11.22.630 - Exposure to hazards—Maximum acceptable concentration—Exhaust system required when.

No employee shall be exposed to concentrations of dust, fumes, mists, vapors or gases in excess of the maximum acceptable concentrations set forth in the Rules and Regulations established by this Division and set out at Part 3 of Appendix 1 of this Title 11. When excess concentrations of dust, fumes, mists, vapors or gases are present, a local exhaust ventilation system meeting the requirements of the Rules and Regulations shall be provided.

(Ord. 8588 § 9 (part), 1964: Ord. 7583 Part 3 Ch. 16 § 1159, 1959.)

11.22.640 - Exposure to hazards—Other control procedures authorized when.

The director may authorize substitute procedures or controls in lieu of the specific design or installation requirements established by the Rules and Regulations when he finds the conditions of such variance will protect protection equivalent to that required therein. Such variance shall not be effective until the specific conditions thereof are approved, in writing, by the director.

(Ord. 8588 § 9 (part), 1964: Ord. 7583 Part 3 Ch. 16 § 1160, 1959.)

11.22.650 - Hazards—Information provided by director.

The director shall make available information concerning maximum acceptable concentrations of toxic vapors, gases, fumes, mists, dusts and such environmental standards as may pertain to the health and safety of the employees of industrial establishments in its area of jurisdiction.

(Ord. 8588 § 9 (part), 1964: Ord. 7583 Part 3 Ch. 16 § 1155, 1959.)

11.22.660 - Review and updating of regulations.

It shall be the policy of the department of public health to continuously review new data concerning toxic substances and to keep this Division 1 and the Rules and Regulations established by this Division 1 up to date.

(Ord. 2006-0040 § 96, 2006: Ord. 8588 § 9 (part), 1964: Ord. 7583 Part 3 Ch. 16 § 1156, 1959.)

11.22.670 - Toxic substances—Determination by director.

Whenever in the judgment of the director such action will promote the objective of this Division 1 by avoiding or resolving uncertainty as to their application, the director may declare any specifically named material, compound, substance or mixture thereof to be a "toxic substance" subject to requirements established by this Division 1 and interpreted by the Rules and Regulations which he determines to fall within the scope of the definition of the "toxic substance."

(Ord. 8588 § 9 (part), 1964: Ord. 7583 Part 3 Ch. 16 § 1157, 1959.)

11.22.680 - Survey of establishments to locate health hazards.

The director shall make health and sanitary surveys and studies of industrial establishments to determine whether or not manufacturing processes or procedures may cause adverse conditions which may be responsible for or cause ill health of industrial workers. The result of such survey or study shall be brought to the attention of each establishment involved, together with any recommendations which may be deemed necessary for the adequate protection of the health and well-being of the workers.

(Ord. 8588 § 9 (part), 1964: Ord. 7583 Part 3 Ch. 16 § 1158, 1959.)

11.22.690 - Toxic substances—Ventilation requirements—Respirator use limitations.

Whenever necessary to control fumes, dust, mists, gases or vapors to comply with Section 11.22.670, a reliable, adequate ventilating system shall be installed and maintained so that the concentration of such substances is below the maximum acceptable concentration, or the process shall be so located, isolated and arranged that persons are not exposed to such quantities as constitute a toxic substance. Respirators may be provided and used in lieu of reducing the concentration of dust, fumes, mists, gases or vapors only when the use of such respirators is of a temporary or intermittent nature and only when such respirators are approved for protection against the particular toxic substance.

(Ord. 8588 § 9 (part), 1964: Ord. 7583 Part 3 Ch. 16 § 1162, 1959.)

11.22.700 - Personal protective equipment—Wearing required when.

Where the removal of harmful dusts, fumes, mists, vapors or gases at their source is impracticable, the employee who may be liable to harmful exposure shall be protected by means of respiratory or other protective equipment approved by the director.

(Ord. 8588 § 9 (part), 1964: Ord. 7583 Part 3 Ch. 16 § 1149, 1959.)

11.22.710 - Respiratory protective equipment—Approval required.

Respiratory protective equipment, including filter, cartridge and supplied-air respirators, hose masks, canister-type gas masks, supplied-air hoods and helmets, and self-contained oxygen breathing apparatus, shall be of a type approved by the director.

(Ord. 8588 § 9 (part), 1964: Ord. 7583 Part 3 Ch. 16 § 1150, 1959.)

11.22.720 - Respiratory protective equipment—Regarded as emergency protection.

The use of respiratory equipment shall, in general, be regarded as emergency protection against occasional relatively brief exposure.

(Ord. 8588 § 9 (part), 1964: Ord. 7583 Part 3 Ch. 16 § 1151, 1959.)

11.22.730 - Personal protective equipment—Provided and replaced by employer.

It shall be the duty of the employer to provide and replace, when necessary, such respiratory and other personal protective equipment as may be required, and to maintain same in efficient and sanitary condition.

(Ord. 8588 § 9 (part), 1964: Ord. 7583 Part 3 Ch. 16 § 1152, 1959.)

11.22.740 - Respiratory protective equipment—Sanitation and storage.

The employer shall provide the means for cleaning and sanitizing all respiratory equipment, and it shall be the duty of the employer to cause such equipment to be maintained in a clean and sanitary condition. Respiratory equipment shall not be passed on from one man to another until such equipment is cleaned and sanitized. When filter or cartridge-type respirators are used, each employee shall have such respirator for his own exclusive use. Respiratory equipment and replacement units shall be stored, when not in use, in approved containers.

(Ord. 8588 § 9 (part), 1964: Ord. 7583 Part 3 Ch. 16 § 1153, 1959.)

Part 7 - LOCAL EXHAUST VENTILATION SYSTEMS

11.22.750 - Rules and Regulations applicable.

- A. Local exhaust ventilation systems required to control air contaminants shall be designed, installed, maintained and operated to meet the minimum requirements in the tables in Part VII of the Rules and Regulations set forth

in Part 3 of Appendix 1 of this Title 11, unless specified otherwise elsewhere, or unless otherwise approved in writing by the director.

- B. Such systems shall be designated so contaminants are not brought to the workers' breathing zones on their way to the exhaust hood.
- C. Rooms of areas in which such systems are installed shall be provided with properly located air inlets to provide as much make-up air as is exhausted.
- D. Air from local exhaust ventilation systems shall not be recirculated if the contamination is a toxic substance.

(Ord. 8588 § 9 (part), 1964: Ord. 7583 Part 3 Ch. 16 § 1173, 1959.)

11.22.760 - Design, operation and maintenance.

All ventilation systems required by this Division 1 shall be provided in accordance with design requirements set forth in this Division 1 relative to the contaminant or hazard involved, and shall be operated and maintained to produce the required health protection; and such general ventilation shall be provided as may be necessary to ventilate all portions of all places of employment.

(Ord. 8588 § 9 (part), 1964: Ord. 7583 Part 3 Ch. 16 § 1174, 1959.)

Part 8 - SURFACE COATING PROCESS VENTILATION SYSTEMS

11.22.770 - Conventional air spraying—Specifications generally.

- A. For spray booths at which the operator remains outside the booth, the minimum face velocity shall be 150 fpm and the minimum air flow into the booth shall be at a rate of 150 cfm per square foot of open booth face.
- B. For booths where the operator and work are located within the booth, the minimum face velocity shall be 100 fpm and the minimum flow rate 100 cfm per square foot of open booth face.
- C. Where spraying is done over a downdraft ventilation system, the minimum control velocity shall be 100 fpm.
- D. The size of the grill shall be larger than the object being sprayed, and the entire object being sprayed shall rest over the grill area.
- E. Workers engaged in spraying out of doors shall be provided with and required to wear approved respiratory protective devices.

(Ord. 8588 § 9 (part), 1964: Ord. 7583 Part 3 Ch. 16 § 1175, 1959.)

11.22.780 - Spray booth design.

Spray booths shall be of a size and design to adequately protect workers within and outside thereof against unnecessary exposure to such material, and all items being sprayed shall be placed far enough within and otherwise be so located in the booth to effectively remove vapor and overspray.

(Ord. 8588 § 9 (part), 1964: Ord. 7583 Part 3 Ch. 16 § 1181, 1959.)

11.22.790 - Exhaust systems.

- A. The fan shall have sufficient capacity to exhaust the necessary volume of air to meet requirements of this Division 1 against a static pressure equivalent to all resistances to be overcome in operating the unit.
- B. The ducts shall be designed for a velocity of not less than 1,500 fpm and not more than 2,200 fpm, except for metalizing booths, where the velocity shall not be less than 3,000 fpm.
- C. The discharge from the ventilation system shall extend to at least two feet above the roof level and be so directed as to not cause vapors or fumes to enter the work area.
- D. Baffles or filters shall be installed in the booth as may be necessary to provide proper and effective air distribution.
- E. Provision shall be made for admitting a supply of air to a room in which an exhaust system is located that is equal or slightly greater than that amount being exhausted.

(Ord. 8588 § 9 (part), 1964: Ord. 7583 Part 3 Ch. 16 § 1182, 1959.)

11.22.800 - Electrostatic spraying.

- A. For air-atomized electrostatic spray booths, the minimum face velocity shall be 100 fpm and the volume of air exhausted shall be 100 cfm per square foot of face opening or of grill area in the case of a downdraft exhaust system.
- B. The minimum inlet ventilation-air velocity for airless atomized electrostatic spray booths shall be 75 fpm, and the volume of such air shall be 75 cfm per square foot of face opening or of grill area for a downdraft exhaust system.
- C. Use of portable electrostatic spray guns in a building shall be only in a booth or area provided with local exhaust ventilation providing a minimum capture velocity of 75 fpm at the point of use.

(Ord. 8588 § 9 (part), 1964: Ord. 7583 Part 3 Ch. 16 § 1176, 1959.)

11.22.810 - Airless spraying.

- A. Spray booths in which airless spray units are used shall have a minimum face velocity of 100 fpm and a minimum flow rate of 100 cfm per square foot of open booth face.
- B. Use of portable electrostatic spray guns in a building shall be only in a booth area provided with local exhaust ventilation providing a minimum capture velocity of 100 fpm at the point where such spray unit is used.

(Ord. 8588 § 9 (part), 1964: Ord. 7583 Part 3 Ch. 16 § 1177, 1959.)

11.22.820 - Metal spraying—Additional protective equipment required when.

- A. Spraying with highly toxic metals such as lead, beryllium, low-tin babbitt and cadmium shall be done only within a suitable spray booth. Both the material being sprayed and the workers doing the spraying shall be positioned within the booth to minimize worker exposure to such materials. Metals with a toxicity comparable to zinc, bronze or copper may be sprayed in a suitable spray booth or hood. Nontoxic materials need not be sprayed in a booth or under a hood except as to maintain reasonably proper working condition.
- B. Spray booths and hoods used for metal spraying shall have a minimum face velocity of 200 fpm and a minimum flow rate of 200 cfm per square foot of open booth face.
- C. Workers involved in spraying either highly toxic materials or toxic materials for such periods as may produce a health hazard shall be supplied with and required to wear Bureau of Mines-approved supplied-air respirators, and required to wear adequate protective clothing and gloves.

(Ord. 8588 § 9 (part), 1964: Ord. 7583 Part 3 Ch. 16 § 1179, 1959.)

11.22.830 - Flow coating.

Flow coating operations shall be done within an enclosure, with a minimum face velocity of 100 fpm and a minimum flow rate of 100 cfm per square foot of open face.

(Ord. 8588 § 9 (part), 1964: Ord. 7583 Part 3 Ch. 16 § 1178, 1959.)

11.22.840 - Dip tanks.

- A. All dip tanks, or the room in which the tank is located, shall be equipped with a mechanical exhaust ventilation.
- B. Dip tanks which are equipped with local exhaust ventilation shall exhaust air at the rate of 100 cfm per square foot of tank area.
- C. Where general ventilation is used, there shall be a minimum of 12 air changes per hour, ventilating all occupied areas of the room.
- D. Where paint-dipped parts are air dried and local exhaust ventilation is not provided, general ventilation shall be provided and the minimum quantity of air exhausted shall be as required by recognized national standards, as stated in the Rules and Regulations.

(Ord. 8588 § 9 (part), 1964: Ord. 7583 Part 3 Ch. 16 § 1180, 1959.)

Part 9 - VAPOR DEGREASERS USING CHLORINATED SOLVENTS

11.22.850 - Location.

- A. Degreasing tanks with an open surface area in excess of 600 square inches shall be located in a room with a volume of at least 8,000 cubic feet, or the room or degreasing tank shall be provided with mechanical exhaust ventilation.
- B. Tanks shall be located so that drafts from nearby doors, spray booths, other ventilated equipment, windows and moving equipment will not disturb the solvent vapors. Where there are extreme drafts across the degreaser, the tank shall be baffled in a manner which will eliminate such cross-drafts.
- C. The tank shall be located at least 25 feet from an open flame, electric arcs or red-hot metals.

(Ord. 8588 § 9 (part), 1964: Ord. 7583 Part 3 Ch. 16 § 1183, 1959.)

11.22.860 - Design.

- A. Work baskets, racks and the method of handling materials shall be such as to minimize dragout of liquid or vapor solvent. Racks or slings shall not be constructed of porous materials, such as wood or rope.
- B. Vertical speed of hoist movement shall not exceed 11 feet per minute.
- C. The freeboard shall be at least one-half the tank width. All tanks which are used only intermittently or occasionally shall be provided with a sliding or rolling cover.
- D. Both boiling solvent and vapor zones shall be thermostatically controlled, with manual reset for the heat supply.
- E. Where low-flashpoint contaminants are being removed by vapor degreasing, the thermostat shall be set with due regard to the flashpoint characteristics of the contaminant-solvent mixture.

- F. The thermostat in the freeboard area shall be set at a maximum of 165 degrees Fahrenheit for trichloroethylene and 230 degrees Fahrenheit for perchloroethylene.
- G. Degreasers shall be equipped with an adequate condenser system to control the vapor level.
- H. The condenser system shall be regulated so as to provide an outlet water temperature of not less than 100 degrees Fahrenheit or more than 130 degrees Fahrenheit.
- I. A water separator shall be installed in machines having an open surface area greater than 300 square inches.
- J. Gas-heated combustion chambers shall be vented to the outside atmosphere.
- K. A back-draft diverter shall be installed on the vent pipe to insure a positive draft.
- L. There shall be a sump drain at the lowest point of the tank for solvent and sludge removal.
- M. Where equipment is of sufficient size to require entrance of personnel for cleaning, a side cleanout door shall be provided for the purpose of scraping out sludge.

(Ord. 8588 § 9 (part), 1964: Ord. 7583 Part 3 Ch. 16 § 1184, 1959.)

11.22.870 - Operation.

- A. Clear, concise, step-by-step instructions for proper operation of the degreaser shall be placed in a conspicuous location on or near the degreaser.
- B. All degreaser operators shall be taught to operate equipment according to proper operating instructions.
- C. Only the solvent for which the unit is designed shall be used.
- D. Solvent must have an inhibitor to prevent decomposition due to high temperature, light, or catalytic agents.
- E. The level of the boiling solvent shall never be allowed to drop below the top of the heating surfaces.
- F. Work shall be held in the vapor zone until it has reached the vapor temperature as evidenced by the stopping of condensation.
- G. The spray nozzle shall be kept well below the vapor level zone at all times during use of spray.
- H. Covers shall be closed when a degreaser is not in use, whether the machine is cold or in a standby condition.

(Ord. 8588 § 9 (part), 1964: Ord. 7583 Part 3 Ch. 16 § 1185, 1959.)

11.22.880 - Welding prohibited where.

Welding shall not be attempted on or near any part of a degreaser until all solvent liquid has been removed and the machine thoroughly ventilated.

(Ord. 8588 § 9 (part), 1964: Ord. 7583 Part 3 Ch. 16 § 1188, 1959.)

11.22.890 - Ventilation.

- A. Local exhaust ventilation shall be provided on tanks which are wider than 3.5 feet and on any other tank where the design, method of operation or location results in workers being exposed to more than the threshold limit value.
- B. Where exhaust ventilation is used, a slot-type exhaust shall be installed.

(Ord. 8588 § 9 (part), 1964: Ord. 7583 Part 3 Ch. 16 § 1189, 1959.)

11.22.900 - Local mechanical exhaust required when.

Where general exhaust ventilation does not adequately remove noxious solvent vapors, local mechanical exhaust shall be provided.

(Ord. 8588 § 9 (part), 1964: Ord. 7583 Part 3 Ch. 16 § 1190, 1959.)

11.22.910 - Tank cleaning operations.

- A. When temperature of the boiling liquid reaches 195 degrees Fahrenheit for trichloroethylene and 250 degrees Fahrenheit for perchloroethylene, the employer shall clean out the degreaser.
- B. Tank cleaning operations shall be done during periods when a minimum number of employees are in the area.
- C. Tanks should not be entered unless absolutely necessary. If entry is necessary, the following steps shall be taken:
 - 1. Remove all solvent from the tank;
 - 2. Remove all sludge after it has cooled to below 180 degrees Fahrenheit;
 - 3. Aerate the tank to remove residual solvent.

(Ord. 8588 § 9 (part), 1964: Ord. 7583 Part 3 Ch. 16 § 1186, 1959.)

11.22.920 - Pit maintenance.

- A. The pit shall be aerated for a long enough period to insure safe conditions before entering.
- B. Positive ventilation shall be provided while the man is in the pit.

(Ord. 8588 § 9 (part), 1964: Ord. 7583 Part 3 Ch. 16 § 1187, 1959.)

Chapter 11.24 - INSTITUTIONS*

Parts:

Part 1 - GENERAL REGULATIONS

11.24.010 - Applicable provisions designated—Interpretation of language.

- A. Institutions shall comply with the provisions of this chapter, and Chapters 11.14, 11.16, 11.30, 11.32, and Sections 11.02.150, 11.02.180 through 11.02.200, 11.02.280, 11.02.300, 11.20.020 and 11.20.170 and other sections of this Division 1, except Chapter 11.04 and Part 1 of Chapter 11.02, as specifically mentioned herein.
- B. For the purpose of this chapter, certain words and phrases are defined and certain provisions shall be construed as herein set forth, unless it is apparent from the context that a different meaning is intended.

(Ord. 2007-0089 § 96, 2007: Ord. 2004-0019 § 3, 2004: Ord. 8614 § 1 (part), 1964: Ord. 7583 Part 3 Ch. 12 § 850, 1959.)

11.24.020 - Definitions.

- A. "Children's boarding homes" means any institution providing room and board for the reception and care of one or more children below the age of 18 years, regardless of sex, unrelated to caretaker, in absence of parents or guardian, with or without compensation, but shall not include children's camps, as defined in Chapter 11.08.

- B. "Day nursery" or "day nursery school" means any establishment providing day or hourly care for children between the ages of two years, and four years and nine months, inclusive, but, shall not include any day nursery or day nursery school maintained by any public school or the federal government. If day care is also provided for children more than four years and nine months of age, but not providing a course of training similar to that given in any grade of public school, the establishment shall be considered as a day nursery or a day nursery school.
- C. "Home for the aged" means any institution, boarding home or other place for the reception or care of one or more aged persons 65 years of age or older, except any hospital as defined in Section 1401 of the California State Health and Safety Code.
- D. Where the word "institution" is used alone in this Division 1, except for Chapter 11.04 and Part 1 of Chapter 11.04, it means and includes homes for the aged, mental institutions, private or parochial day schools or colleges, day nurseries, day nursery schools, private or parochial boarding schools or colleges, and children's boarding homes, but shall not include any institution or establishment maintained by any governmental agency.
- E. "Mental institution" means any hospital, sanitarium or other place receiving or caring for one or more insane, allegedly insane, mentally ill, mentally retarded, alcoholic, epileptic or mentally incompetent persons, but shall not include any institution or establishment maintained by any federal or governmental agency.
- F. "Private or parochial boarding school" means any institution providing room and board and giving a course of training similar to that given in any grade of public school or college, but shall not include any establishment maintained by a public school or college, nor shall it include children's camps, as defined in Chapter 11.08.
- G. "Private or parochial day school" means any establishment providing a course of training similar to that given in any grade of public school or college, but shall not include any establishment maintained by any public school, nor shall it include children's camps, as defined in Chapter 11.08.

(Ord. 7583 Part 3 Ch. 12 §§ 851—857, 1959.)

11.24.030 - Registry required—Contents—Inspection authority.

Every institution where children are kept shall maintain a registry, which shall show the name and birth date of each child and the name and address of the parents of persons having legal custody of such child, and shall be open to the inspection of the director.

(Ord. 7583 Part 3 Ch. 12 § 859, 1959.)

11.24.040 - Communicable disease control measures.

- A. Whenever, because of an unusually high incidence of communicable disease in the community, the director deems it necessary, he may order that each child, before enrolling in a private school, private boarding school, day nursery, day nursery school and children's boarding home, be inspected for signs of communicable disease. Such inspections shall be made by and certified to, in writing, within 24 hours of enrollment, by a physician in good professional standing or by the director, and must reveal that such child showed no signs of communicable disease which would cause the child's association with other children to be in any way detrimental to their health.
- B. Every child, upon returning after an illness of more than three days to a private school, private boarding school, day nursery, day nursery school or children's boarding home, shall present a certificate, signed by a physician in good professional standing or, other practitioner authorized or permitted by law to practice in this state, or by the director, stating that personal inspection of said child within 24 hours immediately preceding had revealed no signs of a communicable disease which would cause the child's association with other children to be in any way detrimental to their health. Daily, on admission, each child shall be inspected for suspicious signs of communicable disease, and if a child is under six years of age, such inspection shall be made before the child mingles with others. It shall be the duty of the principal, or other person in charge of any of the institutions referred to in this section, immediately to isolate any child or other person affected with an illness presumably

communicable, and immediately make arrangements for his care in isolation quarters or exclusion from the institutions as required by the director. Whenever required by Section 120250 of the Health and Safety Code, the department of public health shall be notified that such child has been isolated or excluded, pending presentation of a readmission certificate. If the attending physician, school physician, or the director finds, upon examination, that the child is not suffering from a communicable disease, he may submit a certificate to this effect to the school authority, who shall readmit the person. (Section 2526, Title 17, California Code of Regulations.)

- C. If upon examination the child is found to be suffering from a communicable disease which, according to State Health Department regulations is subject to strict isolation or quarantine of contacts, Section 120545 of the California Health and Safety Code shall apply. "No instructor, pupil or child who resides where any contagious, infectious, or communicable disease exists or has recently existed, which is subject to strict isolation or quarantine of contacts, shall be permitted by any superintendent, principal, or teacher of any college seminary or public or private school to attend the college, seminary, or school, except by the written permission of the Health Officer." If upon examination the child is found to be suffering from a communicable disease other than one requiring strict isolation or quarantine, the readmission certificate or permit may be signed by the attending physician, school physician or director of public health.

(Ord. 2006-0040 § 97, 2006: Ord. 7583 Part 3 Ch. 12 § 868, 1959.)

11.24.050 - Isolation room required.

Every institution shall have a separate, approved room or rooms available for isolation purposes.

(Ord. 7583 Part 3 Ch. 12 § 869, 1959.)

11.24.060 - Sleeping quarters.

In homes for the aged, mental institutions, private boarding schools and children's boarding homes, sleeping rooms shall have a ceiling height of not less than eight feet, beds shall be kept at least three feet apart, the window areas shall be as required by the Building Code for new structures of that occupancy, and all rooms shall be well lighted and ventilated to the outside air, with at least one-half the required window area openable; provided, however, that such window area need not be openable if an approved air-conditioning system is provided.

(Ord. 8588 § 1 (part), 1964: Ord. 7583 Part 3 Ch. 12 § 872, 1959.)

11.24.070 - Linen and bedding.

All institutions wherein beds are used shall provide an adequate amount of clean bedding, and springs and mattresses in good repair. All such beds, springs and mattresses shall be maintained in a sanitary condition and, after being used by one person, shall be thoroughly cleaned before being used by another person. Institutions shall provide an adequate amount of washcloths, hand and bath towels, and other linen necessary to properly care for the persons therein.

(Ord. 7583 Part 3 Ch. 12 § 870, 1959.)

11.24.080 - Protection from heaters and fireplaces.

All gas or oil heaters shall comply with the provisions of Section 11.20.210, 11.20.220 and 11.20.230 of this Division 1. An effective barrier or protection shall be provided for each heater or fireplace to prevent injury to persons using such heaters or fireplaces.

(Ord. 7583 Part 3 Ch. 12 § 867, 1959.)

11.24.090 - Play yards and equipment.

All play equipment shall be maintained in a safe condition and in a state of good repair, and shall be securely installed. Play yards shall be properly drained, of an even surface, and free from all rubbish and refuse.

(Ord. 7583 Part 3 Ch. 12 § 866, 1959.)

11.24.100 - Drugs and poisons—Proper storage.

All poisons and drugs in an institution shall be kept in locked cupboards or stored in a safe manner approved by the department of public health.

(Ord. 2006-0040 § 98, 2006: Ord. 8588 § 2 (part), 1964: Ord. 7583 Part 3 Ch. 12 § 879, 1959.)

11.24.110 - Milk supply—Approval of source.

All milk used or served in an institution shall be pasteurized and shall be from a source approved by the director, except that certified milk may be used where not prohibited by state law or state regulations.

(Ord. 7583 Part 3 Ch. 12 § 863, 1959.)

11.24.120 - Employees' quarters—Applicable regulations designated.

Employees' quarters shall be maintained in a clean sanitary condition, and shall comply with the provisions of Sections 11.20.050, 11.20.090, 11.20.140, 11.20.160, 11.20.170, 11.20.190, 11.20.210 through 11.20.240, 11.20.280 through 11.20.310, 11.20.330 and 11.24.010. One toilet, one lavatory, and one bath or shower for each 10 employees or fraction thereof, of each sex shall be maintained in such employees' quarters.

(Ord. 2007-0089 § 97, 2007: Ord. 2004-0019 § 4, 2004: Ord. 7583 Part 3 Ch. 12 § 865, 1959.)

11.24.130 - Employees and owners—Cleanliness required—Smoking prohibited when.

All employees and owners, while engaged in the preparation or serving of food in an institution, shall wear clean outer garments, shall keep their hands clean, and shall not expectorate or use tobacco, in any form, while so engaged.

(Ord. 7583 Part 3 Ch. 12 § 871, 1959.)

11.24.140 - Kitchens—Sink requirements.

Any institution that prepares and serves food shall be provided with at least one two-compartment sink in the kitchen, and such kitchen shall comply with the provisions of Sections 11.12.010, 11.12.030, 11.12.040, 11.12.090 through 11.12.120, 11.12.160, 11.12.180 through 11.12.210, 11.12.230, 11.12.240, 11.12.260, 11.12.270, 11.12.300 and 11.12.320 of this Division 1.

(Ord. 7583 Part 3 Ch. 12 § 860, 1959.)

11.24.150 - Kitchens—Mechanical dishwasher required when.

Every home for the aged, mental institution, private boarding school and children's boarding home caring for more than 15 persons or children, or any day nursery school having more than 20 children and serving at least one meal a day, shall be provided with an approved mechanical dishwasher.

(Ord. 7583 Part 3 Ch. 12 § 862, 1959.)

11.24.160 - Kitchens—Sanitation of utensils.

All dishes, glasses and other utensils used in the preparation and serving of food shall be free from cracks and chips. All eating and drinking utensils, except single-service, shall be thoroughly cleaned and then effectively subjected to sanitization in an approved dishwashing machine providing 180 degree Fahrenheit hot rinse water, in accordance with the manufacturer's instructions and the standards of the National Sanitation Foundation.

(Ord. 2006-0040 § 99, 2006; Ord. 7583 Part 3 Ch. 12 § 861, 1959.)

11.24.170 - Kitchen workers—Health and food handling restrictions.

It is unlawful for any person who is afflicted with an infection or contagious disease to work in a kitchen, or to prepare, serve or handle food.

(Ord. 7583 Part 3 Ch. 12 § 858, 1959.)

11.24.180 - Kitchens—Toilet facilities required.

Every kitchen shall be provided with a conveniently located toilet and lavatory for the use of kitchen workers. No toilet room shall open directly into any room where food is prepared, stored or served. Such toilets shall comply with the provisions of Section 11.20.190 of this Division 1.

(Ord. 7583 Part 3 Ch. 12 § 864, 1959.)

11.24.190 - Sewage disposal.

- A. Sewage disposal systems shall be maintained in an efficient and sanitary manner. Sewage shall be discharged either into sanitary sewers or into approved private sewage disposal systems.
- B. All institutions installing new private sewage disposal systems shall install approved treatment plants or septic tanks. The effluents of such septic tanks shall discharge into seepage pits or subsurface leaching lines of adequate capacity to prevent insanitary conditions.

(Ord. 7583 Part 3 Ch. 12 § 878, 1959.)

Part 2 - DAY NURSERIES, DAY SCHOOLS AND PAROCHIAL SCHOOLS

11.24.200 - Toilet facilities—Additional requirements.

In addition to the provisions of Part 1 of this chapter, day nurseries and day nursery schools shall comply with the following provisions:

- A. On each floor of every day nursery and day nursery school building, any part of which is used for the care of children between the age of two years and the age of four years and nine months, there shall be provided one water flush toilet for the first 14 children or fractional part thereof, and one lavatory for the first 14 children or fractional part thereof. An additional toilet and lavatory shall be provided for every 10 children or fraction thereof above 14. Toilets and lavatories shall be of suitable height and size as to be reached easily by the children. Adjustable steps for young children shall be available.
- B. There shall be provided one conveniently located toilet and hand-washing facility, separate from the general-use toilets, for isolation, staff and emergency use. Toilet facilities shall comply with the provisions of Section 11.20.190 of this Division 1.

(Ord. 7583 Part 3 Ch. 12 § 875, 1959.)

11.24.210 - Rest and play area—Standards.

In addition to the provisions of Part 1 of this chapter, private day schools, day nurseries, day nursery schools and children's boarding homes shall comply with other sections of this Division 1 pertaining specifically thereto, and with the following provision:

Any room or rooms in any building of a private day school, day nursery, day nursery school or children's boarding home used for daytime rest period or day play area shall not have less than 35 square feet of superficial floor area for each child. Such rooms shall have a ceiling height of not less than eight feet and, shall be well lighted and ventilated to the outside air. Windows shall be not less than one-eighth of the superficial floor area and shall be one-half openable.

(Ord. 7583 Part 3 Ch. 12 § 876, 1959.)

11.24.220 - Classrooms—Regulations applicable.

The classrooms in private day schools, private boarding schools, day nurseries and day nursery schools shall comply with the provisions of Sections 11.24.230 through 11.24.300.

(Ord. 8588 § 1 (part), 1964; Ord. 7583 Part 3 Ch. 12 § 877 (part), 1959.)

11.24.230 - Classrooms—Floors, walls and ceilings.

The floors, walls and ceilings shall be kept clean. The walls of every classroom shall be so treated and maintained that the reflector factor is not more than 80 percent nor less than 40 percent. The ceilings of every classroom shall be so treated and maintained that the reflection factor is not more than 80 percent nor less than 60 percent.

(Ord. 8588 § 1 (part), 1964: Ord. 7583 Part 3 Ch. 12 § 877 (a), 1959.)

11.24.240 - Classrooms—Size and ventilation.

Every classroom shall have good ventilation. Every classroom shall have a ceiling height of not less than eight feet. The occupant load of each classroom shall be in conformance with the requirements of the Building Code and the County Fire Code. (See Titles 26 and 32 of this code.)

(Ord. 8588 § 1 (part), 1964: Ord. 7624 § 1, 1959: Ord. 7583 Part 3 Ch. 12 § 877 (c), 1959.)

11.24.250 - Classrooms—Heating.

Classrooms shall be properly heated when in use. The temperature shall be sufficient for the maintenance of health and comfort of the pupils, and shall in no case be below 68 degrees Fahrenheit, measured at a height of two feet above the floor.

(Ord. 8588 § 1 (part), 1964: Ord. 7583 Part 3 Ch. 12 § 877 (b), 1959.)

11.24.260 - Classrooms—Window area.

In every classroom of a private day school or private boarding school constructed, or any room converted into a classroom, the window area shall be not less than one-eighth of the floor area as required for new structures by the Building Code, and shall be one-half openable unless such school is completely air-conditioned.

(Ord. 8588 § 1 (part), 1964: Ord. 7583 Part 3 Ch. 12 § 877 (e), 1959.)

11.24.270 - Classrooms—Illumination.

Classrooms shall be so illuminated when in use that:

- A. There is not less than 30 to 50 footlamberts of illumination in every part of the classroom, measured 30 inches above the floor;
- B. There is no direct glare;
- C. Indirect glare is reduced to a minimum.

(Ord. 8588 § 1 (part), 1964: Ord. 7583 Part 3 Ch. 12 § 877 (d), 1959.)

11.24.280 - Classrooms—Seats and desks.

All seats and desks shall be maintained in good repair. All seats shall have backrests. Seats shall be of such height that any pupil sitting therein in a normal position can comfortably rest his feet upon the floor. Seats shall be so placed that no pupil, when sitting in a normal position in any one of them, shall face a window.

(Ord. 8588 § 1 (part), 1964: Ord. 7583 Part 3 Ch. 12 § 877 (f), 1959.)

11.24.290 - Classrooms—Toilet facilities.

In each building of a private day school containing one or more classrooms on each floor, the toilet facilities shall be as provided by the Building Code.

(Ord. 8588 § 1 (part), 1964: Ord. 7583 Part 3 Ch. 12 § 877(g) 1959.)

Part 3 - PRIVATE BOARDING SCHOOLS AND CHILDREN'S BOARDING HOMES

11.24.300 - Additional regulations applicable.

In addition to the provisions of Part 1 of this chapter, private boarding schools and children's boarding homes shall comply with the provisions set out in this Part 3.

(Ord. 8588 § 1 (part), 1964: Ord. 7583 Part 3 Ch. 12 § 874 (part), 1959.)

11.24.310 - Sleeping room restrictions.

No person providing overnight care in a private boarding school or in a children's boarding home shall cause, permit or suffer any child to sleep in any room except a room used exclusively for sleeping purposes.

(Ord. 8588 § 1 (part), 1964: Ord. 7583 Part 3 Ch. 12 § 874 (e), 1959.)

11.24.320 - Sleeping quarters—Area—Double-deck beds prohibited.

Where a private room is provided for one child, there shall be not less than 80 square feet of superficial floor area. Where a dormitory or semiprivate room is occupied by more than one child, there shall be provided not less than 60 square feet of superficial floor area for each such child. No double-deck beds shall be installed or used.

(Ord. 8588 § 1 (part), 1964: Ord. 7583 Part 3 Ch. 12 § 874 (a), 1959.)

11.24.330 - Drinking facilities.

Drinking facilities shall be available on each floor. When drinking facilities other than drinking fountain are provided, individual drinking cups shall be available. When drinking fountains are used, approved angle-jet drinking fountains shall be provided.

(Ord. 8588 § 1 (part), 1964: Ord. 7583 Part 3 Ch. 12 § 874 (c), 1959.)

11.24.340 - Toilet articles—Storage facilities.

All children in a private boarding school and children's boarding home shall be provided with an individual cup, comb, toothbrush, towel and washrag. These articles shall be maintained in a clean and sanitary condition at all times. Facilities shall be provided for the keeping or storage of each child's personal effects and belongings.

(Ord. 8588 § 1 (part), 1964: Ord. 7583 Part 3 Ch. 12 § 874 (f), 1959.)

11.24.350 - Toilet facilities—Construction and sanitation.

In each building of a private boarding school containing one or more classrooms on each floor, the toilet facilities shall be as required by the Building Code. Such toilet facilities shall comply with the provisions of Section 11.20.190 of this Division 1.

(Ord. 8588 § 1 (part), 1964: Ord. 7583 Part 3 Ch. 12 § 874 (d), 1959.)

11.24.360 - Toilet facilities—Number and kind required.

- A. On each floor of every private boarding school or children's boarding home which is used for sleeping purposes for children up to the age of 16 years, there shall be provided for each 10 children or fractional part thereof, for each sex, conveniently located for the use of such children, not less than:
 - 1. One water closet;
 - 2. One bathtub or shower;
 - 3. Two lavatories;
 - 4. When there are 20 or more boys cared for, the director may require one or more urinals.
- B. Such toilet facilities shall comply with the provisions of Section 11.20.190 for children below six years of age, separate facilities for each sex shall not be required.

(Ord. 8588 § 1 (part), 1964: Ord. 7583 Part 3 Ch. 12 § 874 (b), 1959.)

Part 4 - HOMES FOR THE AGED AND MENTAL INSTITUTIONS

11.24.370 - Additional regulations applicable.

In addition to the provisions of Part 1 of this chapter, homes for the aged and mental institutions shall comply with the provisions set out in this Part 4.

(Ord. 7583 Part 3 Ch. 12 § 873 (part), 1959.)

11.24.380 - Sleeping quarters—Area per person in institutions existing before September, 1959.

No person shall be kept, cared for, or maintained as a boarder or patient in any sleeping room existing as of September 25, 1959, which has less than 80 square feet of superficial floor area.

Where a ward or semiprivate room is occupied by more than one person, there shall be provided not less than 60 square feet of superficial floor area for each person.

(Ord. 7583 Part 3 Ch. 12 § 873 (a), 1959.)

11.24.390 - Sleeping quarters—Current area-per-person requirements.

No person shall be kept, cared for or maintained as a boarder or patient in any sleeping room which has less than 100 square feet of superficial floor area. When two or more persons are kept in any sleeping room, not less than 70 square feet of superficial floor area for each person shall be required.

(Ord. 7583 Part 3 Ch. 12 § 873 (b), 1959.)

11.24.400 - Storage areas for patients' belongings.

Each bedroom, or bed in a ward shall be provided with a table or similar facility for the keeping of personal belongings of each individual inmate. Sufficient additional storage facilities shall be provided for the reasonably safekeeping of articles or personal belongings which are not in daily use.

(Ord. 7583 Part 3 Ch. 12 § 873 (c), 1959.)

11.24.410 - Patients' utensils—Sanitation.

All bedpans, washbasins, mouthwash cups and other utensils used by patients and inmates shall be free from cracks or chips. Bedpans used individually shall be properly stored, marked and thoroughly cleaned after each use. Bedpans not individually used shall be sterilized after each use by boiling in water for 30 minutes, or autoclaved (15 pounds pressure for 30 minutes). All bedpans and urinals shall be sterilized once a week by boiling in water for 30 minutes, or autoclaved (15 pounds pressure for 20 minutes).

(Ord. 7583 Part 3 Ch. 12 § 873 (d), 1959.)

11.24.420 - Toilet facilities.

- A. Utility Rooms. Utility rooms of adequate size shall be provided for any home for the aged or mental institution which has bed patients. Such rooms shall be provided with a bedpan hopper or its equivalent. Bathtubs, lavatories and laundry trays shall not be used for the cleaning of bedpans.
- B. Water Closets and Lavatories. Where seven or more ambulatory or semiambulatory patients or aged boarders are cared for or housed, there shall be provided at least one water closet and one lavatory for each seven patients, or fractional part thereof, of each sex, within the building. Where there are less than seven ambulatory or semiambulatory patients or aged boarders, there shall be one water closet and one lavatory, regardless of sex.
- C. Baths and Showers. Where there are 10 or more ambulatory or semiambulatory patients or aged boarders cared for or housed, there shall be provided at least one bath or one shower for each 10 patients, or fractional part thereof, of each sex, within the building. Where there are less than 10 ambulatory or semiambulatory patients, or aged boarders, there shall be at least one bath or one shower, regardless of sex.

D. Such toilet rooms, baths and showers shall comply with the provisions of Section 11.20.190 of this Division 1.

(Ord. 7583 Part 3 Ch. 12 § 873 (e), 1959.)

11.24.430 - Emergency lighting.

Adequate emergency lighting facilities shall be provided and distributed so as to be readily available to the personnel on duty. An open-flame light shall not be used at any time.

(Ord. 7583 Part 3 Ch. 12 § 873 (f), 1959.)

Chapter 11.26 - LAUNDRIES

11.26.010 - Location, construction and installation of equipment.

- A. All laundries shall be in a building. The floors shall be constructed of smooth, nonabsorbent, durable materials sloped to drains, except when the type of equipment or method of operation prevents or avoids splashing to the floor, drains and sloped floors shall not be required. All walls and ceilings shall be constructed of smooth material. All floors, walls and ceilings shall be kept clean and in good repair. Adequate rooms or space shall be provided for each sex for the changing and storing of their clothing.
- B. Washing machines shall be installed in such a manner that the area under and around the machines may be kept clean and in good repair.
- C. Every self-service laundry shall post and maintain in a conspicuous place a sign giving the name, address and telephone number of the owner or other responsible person who can be contacted in case of equipment breakdown or other emergency.
- D. All laundries shall provide drinking fountains convenient to the employees.

(Ord. 8588 § 8 (part), 1964; Ord. 7583 Part 3 Ch. 15 § 1070, 1959.)

11.26.020 - Sanitation requirements.

- A. Lint-collection devices shall be installed and maintained on all dryers or other equipment that creates dust or lint.
- B. When required by the director, laundry machines shall be subjected to a bactericidal treatment between uses for laundry from different families.
- C. Water at a temperature of at least 140 degrees Fahrenheit shall be available at all washing machines. Thermometers in good working order shall be installed and maintained on all water heaters and shall be readily accessible for reading.
- D. All containers provided for customer use, and intended for handling soiled laundry, shall be plainly marked "FOR SOILED LAUNDRY ONLY." All containers intended for clean laundry shall be plainly marked "FOR CLEAN LAUNDRY."

(Ord. 8588 § 8 (part), 1964; Ord. 7583 Part 3 Ch. 15 § 1071, 1959.)

11.26.030 - Separation of clean and soiled articles.

- A. Separate areas and equipment shall be provided, maintained and used for the reception, sorting, counting and marking of soiled laundry so that such laundry shall not come into contact with or in the immediate proximity of laundered or washed articles, or equipment used for storing or handling laundered articles.

- B. Articles to be laundered, originating from any place or source where they have been or may have been exposed to any communicable or infectious disease, shall not be received or handled in any public laundry, truck or establishment until such articles have first been either boiled or disinfected, or unless otherwise collected and handled in a manner approved by the director.
- C. No person shall handle any laundered articles in any insanitary manner. Linen supplies shall be securely wrapped or shall be conveyed from the delivery vehicle to the place of delivery in a compartment separate from soiled linen and otherwise protected from contamination. All other laundry such as finished laundry, wet wash or rough dry shall be handled in a sanitary manner.
- D. No person shall spray any clothing or other articles in any public laundry by means of water or other liquid substance ejected from the mouth.

(Ord. 8588 § 8 (part), 1964: Ord. 7583 Part 3 Ch. 15 § 1072, 1959.)

11.26.040 - Laundry vehicles—Lettering—Separation of clean and soiled articles.

- A. Every receiving or delivery wagon of any public laundry shall have plainly printed or painted on each side thereof, in lettering at least three inches high, the name or trade name of the laundry and the address where it is located.
- B. Every wagon or vehicle used for the collection or delivery of laundry which is not owned by the public laundry for which it is collecting, shall have on both sides thereof the name and address of the person owning such wagon or vehicle, in letters not less than three inches high.
- C. Clean articles shall be kept separate and apart from soiled articles in all vehicles which are used for laundry pickup and deliveries.

(Ord. 8588 § 8 (part), 1964: Ord. 7583 Part 3 Ch. 15 § 1073, 1959.)

Chapter 11.28 - LEAD HAZARDS

11.28.010 - Definitions.

- A. "Child," for the purpose of Division 1 of this title as it relates to lead hazards, means any person who is under seven years of age.
- B. "Child care facility" means any structure or portion thereof used as a residence, school, nursery, day care center, clinic, treatment center or other facility catering to the needs of children, including any outbuilding, fencing or other structure used in conjunction therewith.
- C. "Dangerous levels of lead-bearing substances" means any paint, varnish, lacquer, putty, plaster, or similar coating or structural material which contains lead or its compounds in excess of seven-tenths (.7) of one milligram per square centimeter, when measured by a lead-detecting instrument approved by the director; or any substance, when measured by any scientifically accepted method, in a quantity determined by the director to constitute a hazard to children; or that level as determined in the most recent standards as established by the United States Department of Health, Education and Welfare, Public Health Service, Center for Disease Control.
- D. "Elevated blood-lead level" means a confirmed blood-lead level of 30 micrograms per deciliter or greater, or that level as determined in the most recent standards as established by the United States Department of Health, Education and Welfare, Public Health Service, Center for Disease Control.
- E. "Lead hazard to children" means the presence of readily accessible, dangerous levels of lead-bearing substances on any toy, furniture, food utensil, household product, or the exterior or interior surfaces, fixtures or appurtenances of any dwelling, dwelling unit, child care facility, institution, hotel guest room, or any premises inhabited or frequented by children.

- F. "Readily accessible lead-bearing substance" means any dangerous levels of lead-bearing substances, as defined in subsection C of this section which, in the judgment of the director, is in a peeling, flaking or chipped condition, or located on or in a substance or surface from which it may be chewed, ingested or inhaled by children.

(Ord. 12158 § 1 (part), 1980: Ord. 7583 Part 3 Ch. 17 §§ 1200—1204 and 1210, 1959.)

11.28.020 - Health hazard to children—Order to remove authorized when.

Where the director determines that the presence of a lead-bearing substance upon any premises creates a health hazard to children, he shall issue an order to the property owner, or his agent or occupant, to eliminate the hazard.

(Ord. 12158 § 1 (part), 1980: Ord. 7583 Part 3 Ch. 17 § 1205, 1959.)

11.28.030 - Lead-bearing substances prohibited where.

No person shall permit readily accessible, dangerous levels of leadbearing substances, as defined in subsections C and F of Section 11.28.010, to remain on any toy, furniture, food utensil, household product, or the exterior or interior surfaces, fixtures or appurtenances of any dwelling, dwelling unit, child care facility, institution, hotel guest room, or on any premises inhabited or frequented by children.

(Ord. 12158 § 1 (part), 1980: Ord. 7583 Part 3 Ch. 17 § 1206, 1959.)

11.28.040 - Failure to comply with order to remove prohibited.

No person shall refuse or neglect to remove or reduce the hazard of readily accessible, dangerous levels of leadbearing substances, as defined in subsections C and F of Section 11.28.010, as ordered or directed by the director.

(Ord. 12158 § 1 (part), 1980: Ord. 7583 Part 3 Ch. 17 § 1207, 1959.)

11.28.050 - Lead-based paint—Sale and use prohibited when.

No person shall sell, offer for sale, display for sale, hold for sale, give away, apply or cause to be applied any paint in excess of 0.06 percent lead by weight for use on interior or exterior surfaces, fixtures or appurtenances of any dwelling, dwelling unit, institution, hotel guest room, recreational facilities or equipment, furniture, cooking, eating or drinking utensils, or other household items.

(Ord. 12158 § 1 (part), 1980: Ord. 7583 Part 3 Ch. 17 § 1208, 1959.)

11.28.060 - Elevated blood-lead level—Report requirements.

- A. Physicians and Other Medical Personnel. It shall be the duty of every physician, practitioner, dentist, coroner, every superintendent or manager of a dispensary, hospital, clinic or laboratory, to notify the director promptly

upon determining an elevated blood-lead level of 30 micrograms per deciliter or greater in any child under seven years of age.

- B. Notification. Each notification shall give the date and result of the test performed; name of laboratory and type of blood test performed; the name, age and address of the child from whom the specimen was obtained; and the name and address of the physician for whom such examination or test was performed.

(Ord. 12158 § 1 (part), 1980: Ord. 7583 Part 3 Ch. 17 § 1209, 1959.)

Chapter 11.30 - RODENT AND PEST CONTROL

11.30.010 - Maintaining rodent or pest harborage conditions unlawful—Notice to abate.

No person shall occupy, maintain, or cause or permit another person to occupy or maintain any building, lot, premises, vehicle or any other place, in such condition of construction or maintenance as will permit the breeding or harborage therein or thereon of rodents, fleas, bedbugs, cockroaches, lice, mosquitoes or any other vermin. No person may permit an accumulation of any material that may serve as a rodent harborage unless such material be elevated not less than 18 inches above the ground or floor with a clear intervening space thereunder. Whenever the director finds any building, lot, premises, vehicle or other place to be infested with vermin or rodents, or to be in such an insanitary condition as to require fumigation or renovation, the director may notify the owner, his agent, the tenant or possessor thereof, in writing, specifying the manner in which the provisions of this chapter are being violated, and indicating the specific measures that shall be taken by the recipient of such notice to abate said conditions.

(Ord. 8588 § 1 (part), 1964: Ord. 7583 Part 3 Ch. 8 § 628, 1959.)

11.30.020 - Rodentproofing—Structures housing food for human consumption.

No person shall use any building or structure or portion thereof for the manufacture, preparation, storage, handling or display of any food or food products for human or animal consumption which, in the opinion of the director, is or is likely to become infested with rodents, unless such building or structure or portion thereof be rodentproofed.

(Ord. 7583 Part 3 Ch. 8 § 625, 1959.)

11.30.030 - Rodentproofing—Structures housing grain or other food products.

No person shall use any building or structure or portion thereof for the storage, handling, preparation or sale of any food, grain or grain product which, in the opinion of the director, is infested or is likely to become infested with rodents, unless such building or structure is constructed so as to be rodentproof, and is actually kept free from rodents.

(Ord. 7583 Part 3 Ch. 8 § 629, 1959.)

11.30.040 - Notice to perform rodentproofing—Authorized when.

- A. When the director determines that any building or structure constitutes a rodent harborage, he may serve upon the person in charge or control thereof a notice, in writing, to rodentproof such building or structure within a reasonable time, as stated in such notice.
- B. When determined by the director that it is unnecessary to rodentproof such building or structure in its entirety, he may specify in such notice that portion which is to be rodentproofed.

(Ord. 7583 Part 3 Ch. 8 § 626, 1959.)

11.30.050 - Rodentproof defined—Construction specifications.

- A. As used in this chapter, "rodentproof" means having the characteristic of being constructed and maintained in such manner as will prevent the entrance or harborage of rodents. A rodentproof building or structure is one which is so constructed and maintained as to prevent the entrance into, or the harborage within, of rodents.
- B. Open spaces around doors and windows shall not be wider than one-fourth inch in order to prevent the passage of rodents. Exterior openings of buildings or structures, such as pipe holes, louver vents and ventilating systems, shall be covered with corrosion-resistant wire mesh, the area of each opening of which shall not exceed one-sixteenth of one square inch or the equivalent of a mesh square with sides not to exceed one-fourth inch.

(Ord. 94-0052 § 20, 1994: Ord. 8588 § 1 (part), 1964: Ord. 7583 Part 3 Ch. 8 § 627, 1959.)

11.30.060 - Flies and mosquitoes—Control measures.

All premises shall be cleaned, and effective insecticides applied, as often as is necessary to prevent the breeding or harboring therein or thereon of flies or mosquitoes. The director may prescribe the type of insecticides, their manner and frequency of application, and the manner and frequency of cleaning for such purposes.

(Ord. 2004-0054 § 2, 2004: Ord. 8588 § 2 (part), 1964: Ord. 7583 Part 3 Ch. 8 § 632, 1959.)

11.30.070 - Flies and mosquitoes—Removal of breeding material required.

All fly or mosquito breeding materials shall be removed from all premises as often as is necessary to prevent the breeding or harboring of flies or mosquitoes.

(Ord. 2004-0054 § 2, 2004: Ord. 8588 § 2 (part), 1964: Ord. 7583 Part 3 Ch. 8 § 631, 1959.)

11.30.080 - Flies and mosquitoes—Breeding or harboring on premises prohibited.

No person shall operate or maintain or cause to be operated or maintained any premises in such a manner as will permit the breeding or harboring therein or thereon of flies or mosquitoes.

(Ord. 2004-0054 § 3, 2004: Ord. 8588 § 2 (part), 1964: Ord. 7583 Part 3 Ch. 8 § 630, 1959.)

Chapter 11.32 - SWIMMING POOLS AND OTHER WATER AREAS

11.32.010 - Applicability of chapter provisions.

This chapter shall apply to all pools, as defined herein, except private pools maintained by an individual for the use of his family and friends. This chapter shall apply to, but not be limited to, all commercial pools, real estate and community pools, pools at hotels, motels, resorts, mobilehome parks, auto courts, apartment houses consisting of five or more residential units, clubs, public and private schools, and gymnasias and health establishments. This chapter shall apply to all auxiliary structures and equipment thereof, such as locker rooms, showers rooms and dressing rooms; toilet facilities; and filtration, pumping, piping, disinfecting and safety equipment provided and maintained in connection with such facility.

(Ord. 91-0099 § 1, 1991: Ord. 8588 § 1 (part), 1964: Ord. 7583 Part 3 Ch. 6 § 550, 1959.)

11.32.020 - Definitions.

- A. "Accredited lifeguard" means a person who holds a current American Red Cross Senior Lifesaving Certificate or equivalent and a current American Red Cross Standard First Aid Certificate or equivalent. In addition, he shall have had satisfactory experience as a beach lifeguard for at least one swimming season or an equivalent record of performance.
- B. "Lifeguard in training" means a person who performs lifeguard duty under the direct supervision of an accredited lifeguard during a training program, preparatory to becoming an accredited lifeguard.
- C.
 - 1. "Public swimming area" means any portion of a body of water owned, operated or under the control of any person which is permitted to be used for swimming and bathing, except:
 - a. A swimming pool;
 - b. A wading pool;
 - c. Any portion of the Pacific Ocean;
 - d. Swimming areas owned and controlled by a single family and used only by that family and its guests.
 - 2. If a body of water other than described in paragraphs a, b, c or d above is of such size, shape and depth that it can be used for swimming or recreative bathing, it shall be presumed that such is permitted therein unless it is clearly and plainly posted, in a manner acceptable to the director, warning that swimming or recreative bathing is prohibited.
 - 3. If the director finds that a body of water or any portion thereof is, in the normal course of events, used by such a small number of persons in relation to the area of such body of water or portion thereof, that those provisions of this Division 1 relating to public swimming areas are not necessary for the preservation of public peace, health or safety, such body of water or such portion thereof is not a "public swimming area."
- D. "Spray pool" means any artificially constructed pool or basin, used or intended to be used by the public, which intercepts, but does not impound water sprayed over or onto it.
- E. "Swimming pool" and "pool" means an artificial basin, chamber or tank constructed of impervious material and used, or intended to be used, for swimming, diving, or recreative bathing. It does not include baths where the main purpose is the cleaning of the body, nor individual-type therapeutic tubs.
- F. "Wading pool" means any artificially constructed pool used or intended to be used for wading by the public, with a maximum depth of not more than 18 inches.

(Ord. 9656 § 1, 1968; Ord. 9375 §§ 1 (part) and 2 (part), 1967: Ord. 8588 § 1 (part), 1964: Ord. 7583 Part 3 Ch. 6 §§ 551, 552, 554, 559, 562 and 563, 1959.)

11.32.030 - Public swimming areas—Water quality standards.

The water used in a public swimming area shall meet the following:

- A. No sewage discharges shall exist in the immediate vicinity of, or immediately upstream from, bathing areas;
- B. Dilution and time of travel between point of sewage discharge and bathing area shall be sufficient to allow natural purification to occur so that the presence of harmful organisms of sewage origin is unlikely;
- C. The complete sanitary survey of the area is satisfactory; and
- D. The waters meet the following bacteriological standards:
 - 1. Of all the samples collected during any 30-day period, the average coliform index MPN (confirmed test) shall not exceed 5 coliform organisms per milliliter (500 per 100 ml.).
 - 2. Not more than 10 percent of the samples tested shall exceed a coliform index MPN (confirmed test) of 10 coliform organisms per milliliter (1,000 per 100 ml.), provided further that no single sample, when verified by a repeat sample taken within 48 hours, shall exceed 100 per milliliter (10,000 per 100 ml.).
 - 3. The bacteriological standards shall be run in accordance with Standard Methods for the Examination of Water and Sewage, published by the American Public Health Association.

(Ord. 8588 § 1 (part), 1964: Ord. 7583 Part 3 Ch. 6 § 553, 1959.)

11.32.040 - Public swimming areas—Lifesaving and first aid equipment.

- A. Every public swimming area shall be provided with a minimum of one approved lifering, buoy or equivalent approximately 15 inches in diameter and, where so required, one rescue pole at least 12 feet long, with hook. Such liferings, buoys or equivalent and rescue hook shall be readily accessible to each lifeguard, the location and spacing thereof to be determined by consideration of the area to be covered, configuration of water area and related factors, and approved by the director. Such liferings, buoys or equivalent shall have attached to them 75 feet of sound, 3/16-inch line, which shall be stored, when not in use, in such a way as to prevent kinking or fouling.
- B. When, in the opinion of the director, any public swimming area is of such size that unaided swimming rescues by lifeguards do not, in his opinion, offer sufficient protection to swimmers, one or more square-sterned boats equipped with oars, oarlocks, liferings, or hollow-type paddle boards, as the director approves, shall be provided.
- C. A standard, 24-unit or larger first aid kit shall be provided and properly maintained, and kept readily available at all public areas.

(Ord. 9375 § 2 (part), 1967: Ord. 7583 Part 3 Ch. 6 § 565, 1959.)

11.32.050 - Public swimming areas—Lifeguards.

- A. One or more accredited lifeguards, having no other duty to perform at the time than to superintend the safety of the bathers, shall be on lifeguard duty at each public swimming area, as defined in Section 11.32.020, when it is open or in use.
- B. All lifeguards shall show their lifesaving certificates and first aid certificates to the director upon his request.

(Ord. 9375 § 2 (part), 1967: Ord. 7583 Part 3 Ch. 6 § 564, 1959.)

11.32.060 - Public swimming areas—Dressing room requirements.

If dressing rooms are provided at a public swimming area, they shall comply with the following:

- A. Public swimming areas used simultaneously by both sexes shall be provided with separate dressing rooms, with separate entrances to and exits from the dressing rooms.
- B. All dressing room walls and partitions shall have smooth surfaces which are impervious to moisture and free from cracks or open joints. Walls of compartments within a dressing room shall be constructed in such a manner that there is a clear, intervening space of not less than eight inches between the bottom of the partition and the floor, unless otherwise approved by the director.
- C. Floors in the dressing rooms, toilet rooms and shower rooms shall be impervious and rough enough (but not abrasive to the feet) so as to be nonskid, similar to a "rough rotary, raised rubber, or wood float," finished, and shall be free from cracks or open joints. Floors shall pitch not less than one-fourth inch per foot to floor drains or surface-water disposal areas. All junctures of floors with walls and partitions shall be coved. Wood floors or wooden slats over concrete floors shall not be permitted.
- D. When lockers are provided, they shall be kept clean and free from vermin, properly ventilated, and shall be fastened firmly to concrete islands, or shall be installed with at least a six-inch-high clear space beneath to permit flushing of the floor.
- E. All dressing rooms, shower rooms, toilet and lavatory rooms, and all other rooms in a bathhouse, shall be adequately ventilated and lighted. A minimum light intensity of three footcandles shall be provided in all parts of said rooms.
- F. Toilets shall be provided in close proximity to any dressing rooms, in addition to requirements specified in Section 11.32.070.

(Ord. 9375 § 2 (part), 1967: Ord. 7583 Part 3 Ch. 6 § 568, 1959.)

11.32.070 - Public swimming areas—Toilet facilities.

- A. Adequate toilets for each sex shall be provided and maintained not over 300 feet distant from any portion of public swimming areas.
- B. All toilet facilities shall be maintained in a sanitary condition, well lighted and ventilated, and shall be kept supplied with toilet paper at all times.
- C. The type and location for such existing toilets shall be acceptable to the director and plans for new toilet facilities shall be approved by the director prior to construction.

(Ord. 9375 § 2 (part), 1967: Ord. 7583 Part 3 Ch. 6 § 567, 1959.)

11.32.080 - Health restrictions for employees and other persons.

- A. No person having a communicable disease shall be employed in any capacity at any wading pool or public swimming area.
- B. All persons known to be, or suspected by the director or the management of being afflicted with an infectious disease, or suffering from a cough, cold, fever, sores, or wearing bands or bandages, shall be excluded from the public swimming area or the wading pool, except on presentation of a written statement from a physician, of current date, acceptable to the director.

(Ord. 9375 § 2 (part), 1967: Ord. 7583 Part 3 Ch. 6 § 570, 1959.)

11.32.090 - Drinking fountains required where.

At least one approved drinking fountain shall be installed and maintained in each wading pool area and each public swimming area for the use of the persons using the public swimming area or wading pool.

(Ord. 9375 § 2 (Part), 1967: Ord. 7583 Part 3 Ch. 6 § 569, 1959.)

11.32.100 - Wading pools—Construction.

- A. The lining material of all wading pools shall be impervious to moisture and shall have a smooth finish, and the wading pool bottom shall be constructed to minimize slippage. There shall be a deck of not less than four feet in width surrounding the wading pool; said deck shall be constructed of impervious material and shall have a smooth, nonslip finish.
- B. Wading pools shall have a bottom slope of not less than one inch to each four feet, nor more than one inch per foot, toward the drains. There shall be no raised drains, steps or other obstructions on which children may fall or become injured in the wading pool.
- C. The wading pool shall be equipped with a drain at its lowest point. The drain shall not be connected directly to any part of a sewage disposal system.

(Ord. 8588 § 1 (part), 1964: Ord. 7583 Part 3 Ch. 6 § 556, 1959.)

11.32.110 - Wading pools—Adult supervision required.

Every person maintaining a wading pool which is open to the public shall supply constant adult supervision at all times when such wading pool is open to the public.

(Ord. 8588 § 1 (part), 1964: Ord. 7583 Part 3 Ch. 6 § 555, 1959.)

11.32.120 - Wading pools—Disinfection.

A chlorine residual of at least 0.3 ppm shall be maintained at all times the wading pool is in use. The wading pool shall be maintained in an alkaline condition as indicated on the Sorenson Scale of at least 7.2. A testing kit shall be maintained at the wading pool for this purpose.

(Ord. 8588 § 1 (part), 1964: Ord. 7583 Part 3 Ch. 6 § 557, 1959.)

11.32.130 - Wading pool—Water clarity and recirculation.

The water of all wading pools shall be kept sufficiently clear that the bottom of the wading pool will be visible at all times. A recirculating system shall be provided for each wading pool constructed subsequent to July 1, 1964. In lieu of a recirculating system, existing wading pools may be emptied and refilled at least every two hours during the time the wading pool is open for use.

(Ord. 8588 § 1 (part), 1964: Ord. 7583 Part 3 Ch. 6 § 558, 1959.)

11.32.140 - Water supply.

- A. All water supplied to a wading pool or spray pool shall be from a source approved by the director.
- B. The water supply for all showers, toilets, lavatories and drinking facilities provided or maintained in connection with public swimming areas, spray pools and wading pools shall be adequate in quantity and shall meet the director's requirements for drinking water.

(Ord. 9375 § 2 (part), 1967: Ord. 7583 Part 3 Ch. 6 § 566, 1959.)

11.32.150 - Spray pool requirements.

- A. Spray pools shall be constructed in such a manner that all sprayed water falls into the pool or basin and runs to a drain which discharges into an approved disposal system. No obstructions, such as raised drains or steps which might cause injury to children in such pools, shall be permitted.
- B. Spray pools shall comply with the provisions of Section 11.36.100 of this chapter.

(Ord. 8588 § 1 (part), 1964: Ord. 7583 Part 3 Ch. 6 § 560, 1959.)

11.32.160 - Swimming pool equipment—Review and approval required—Fees.

- A. All recirculation and purification equipment shall be subject to review and approval by the director before installation in connection with a swimming pool.
- B. It is unlawful for any person to install any recirculation and purification equipment related to a swimming pool unless such equipment has first been reviewed and approved by the director.
- C. Any person desiring to have recirculation or purification equipment reviewed shall submit said equipment to the director and pay the following fees, which are collected by the county health officer prior to the time of submission of each piece of equipment:

1. Filters.

- a. First basic individual unit of each manufacturer or of series of similar design \$50.00
- b. Each additional unit of the same make of different filter area in a series for which the fee required in a subparagraph was paid 10.00

- 2. Chlorinators—for each make unit of the same general design regardless of capacity 30.00

- 3. Hypochlorinators—for each type unit of each manufacturer 20.00

- 4. Surface skimmers—for each type unit of each manufacturer 50.00

- 5. Rate-of-flow indicators—for each series of similar units of each manufacturer 45.00

- 6. Test kits for chlorine or other approved disinfectant and pH 20.00

7. Pumps.

- a. First basic individual unit of each series of each manufacturer 25.00

b. Each additional unit of same series but different horsepower 5.00

8. Separation Tanks.

a. First basic individual unit of each series of each manufacturer 20.00

b. Each additional unit of the same design but different volume 5.00.

(Ord. 2014-0024 § 31, 2014: Ord. 9375 § 1 (part), 1967: Ord. 8588 § 1 (part), 1964: Ord. 7583 Part 3 Ch. 6 § 561, 1959.)

11.32.170 - Swimming pool equipment—Period of approval—Reexamination.

- A. Swimming pool equipment which the director determines to acceptably perform the function for which intended shall be approved for a period not to exceed three years, after which it shall be submitted for reexamination. The fees for such reexaminations shall be 50 percent of the fees listed in Section 11.32.160. Upon the expiration of the approval period granted for any device, it shall be unlawful to install any such device in a swimming pool until after an application has been submitted, the device has been found acceptable, and a new period of approval has been established by the director.
- B. Periods of approval shall be subject to review by the director at any time, should there be evidence of failure or inadequate performance of the device. If, after investigation and hearing, it is found that the unit is unsatisfactory to perform the function for which intended, approval may be immediately withdrawn.

(Ord. 9375 § 2 (part), 1967: Ord. 7583 Part 3 Ch. 6 § 561.2, 1959.)

11.32.180 - Swimming pool equipment—Exempt from fee payment when.

Any swimming pool equipment which has been approved by the National Sanitation Foundation, or other national testing agency found by the director to apply equivalent standards, which is currently listed by said foundation or agency as equipment permitted to carry its seal of approval or equivalent and which conforms to all applicable state and local requirements, shall be exempt from payment of the above fees.

(Ord. 9375 § 2 (part), 1967: Ord. 7583 Part 3 Ch. 6 § 561.1, 1959.)

Chapter 11.34 - SWIMMING POOL SERVICES

11.34.010 - Definitions.

- A. "Director" means the director of public health of the county of Los Angeles, or his duly authorized representative, as provided for in Section 2.77.050 of this code.
- B. "Swimming pool" and "pool" means an artificial basin, chamber or tank used, or intended to be used, for swimming, diving, or recreational bathing, but does not include baths where the main purpose is the cleaning of the body, nor individual therapeutic tubs. This chapter applies to all public and private pools and includes all

types of swimming pools, spa pools, wading pools, specially used pools and temporary training pools, facilities or appurtenances thereof.

- C. "Swimming pool service technician" means any individual engaged in the business or occupation of treating or disinfecting swimming pool waters, or cleaning, servicing, or maintaining swimming pools or facilities and appurtenances thereof.
- D. "Swimming pool service technician apprentice" means an individual employed by and working under the direct and immediate supervision of a certified swimming pool service technician to treat or disinfect swimming pool waters, clean, service or maintain swimming pools or facilities and appurtenances thereof.

This chapter does not apply to an individual who maintains his or her own swimming pool or a manager or owner of a residential structure of three units or less who maintains or services the pool or pools exclusively at said structure.

(Ord. 2006-0040 § 100, 2006: Ord. 91-0099 § 2, 1991: Ord. 8588 § 1 (part), 1964: Ord. 7583 Part 3 Ch. 14 §§ 1001 and 1002, 1959.)

11.34.030 - Swimming pool service technician—Certification requirements.

- A. Every swimming pool service technician and swimming pool service technician apprentice must be certified pursuant to the requirements of this chapter.
- B. Persons certified hereunder may lawfully engage in said business or occupation only to the extent permitted pursuant to said certification.
- C. Every person required to be certified by the terms hereof, and before engaging in the business or activity, shall make application thereof and shall, within time limitations established by rules of the director, become certified.

(Ord. 91-0099 § 4, 1991: Ord. 9375 § 1 (part), 1967: Ord. 8588 § 1 (part), 1964: Ord. 7583 Part 3 Ch. 14 § 1000, 1959.)

11.34.040 - Swimming pool service technician—Activities authorized following certification.

A person certified pursuant to this chapter as a swimming pool service technician may engage in the occupation or business of treating or disinfecting swimming pool waters or cleaning, servicing, or maintaining swimming pools or facilities and appurtenances thereof.

(Ord. 91-0099 § 10, 1991: Ord. 8588 § 1 (part), 1964: Ord. 7583 Part 3 Ch. 13 § 1008, 1959.)

11.34.050 - Swimming pool service technician apprentice—Activities authorized following certification.

A person certified pursuant to this chapter as a swimming pool service technician apprentice may perform the same activities as a swimming pool service technician but only under the direct and immediate supervision and employment of a certified swimming pool service technician. Upon application for certification and on any annual renewal thereto, the apprentice must identify the swimming pool service technician supervising same.

(Ord. 91-0099 § 11, 1991: Ord. 8588 § 1 (part), 1964: Ord. 7583 Part 3 Ch. 13 § 1009, 1959.)

11.34.060 - Certification—Application and fees—Penalty for late application.

- A. Every person desiring certification as a swimming pool service technician or as a swimming pool service technician apprentice shall file with the director an application for certification, and shall then pay all applicable application fees, as provided for in Section 8.04.728 of Title 8, to cover the cost of giving the examination and processing the application. No portion of said fee is refundable. The applicant shall pay a penalty equal to twenty-five (25) percent of the fee if application is not made within thirty-one (31) days after commencement of the activity. A new application fee shall be paid each time the applicant takes the examination.
- B. The applicant shall designate upon his application, by address, the principal office of the applicant which is located within the County of Los Angeles, State of California, and if the applicant has no office within the County of Los Angeles, then he shall designate upon his application his principal office, wherever located.

(Ord. 2012-0032 § 20, 2012: Ord. 93-0055 § 12, 1993: Ord. 92-0078 § 6, 1992: Ord. 91-0099 § 13, 1991: 90-0090 § 3, 1990: Ord. 88-0106 § 31, 1988: Ord. 83-0054 § 4, 1983: Ord. 9375 § 1 (part), 1967: Ord. 8588 § 1 (part), 1964: Ord. 7583 Part 3 Ch. 13 § 1011, 1959.)

11.34.070 - Examination for swimming pool service technician.

The examination given by the director shall be for the purpose of determining that:

- A. The applicant fully understands the technical aspects of swimming pool water purification and equipment, and materials used in connection therewith;
- B. The applicant is fully competent to service, clean, operate and maintain swimming pools and incidental appurtenances;
- C. The applicant has a thorough knowledge of the following: the chemicals used in swimming pool water and their effects, testing procedures for determination of pH and of chlorine and bromine content of water and related applied water chemistry, and pool operation and cleaning methods; and
- D. The applicant has a general knowledge of filters, flow rates, pumps, motors, heaters and chemical feeders, and of local laws, ordinances, rules and regulations applicable to swimming pools.

(Ord. 91-0099 § 14, 1991: Ord. 8588 § 1 (part), 1964: Ord. 7583 Part 3 Ch. 13 § 1012, 1959.)

11.34.080 - Examination for swimming pool service technician apprentice.

The examination given by the director shall not be as broad in scope as the examination for the swimming pool service technician and shall be for the purpose of determining that:

- A. The applicant understands the basic concepts of swimming pool water purification and equipment and materials used in connection therewith;
- B. The applicant is competent to clean, service and maintain swimming pools;
- C. The applicant has a basic knowledge of the common chemicals used in swimming pool waters and their effects, testing procedures of the determination of pH and of chlorine residual, and pool operation and cleaning methods; and
- D. The applicant has a basic knowledge of filters, pumps, motors and chemical feeders and of local laws, ordinances, rules and regulations applicable to swimming pools.

(Ord. 91-0099 § 15, 1991: Ord. 8588 § 1 (part), 1964: Ord. 7583 Part 3 Ch. 13 § 1013, 1959.)

11.34.090 - Certificate—Display requirements.

Every person certified pursuant to this chapter, while performing the functions for which he is required to be certified, shall carry upon his person and shall display to the director upon his request such certificate or other written evidence of certification as is issued by the director.

(Ord. 91-0099 § 16, 1991; Ord. 8588 § 1 (part), 1964; Ord. 7583 Part 3 Ch. 13 § 1015, 1959.)

11.34.100 - Failure to obtain certification—Actions to recover fees authorized when.

The director is authorized, in the name of the county of Los Angeles as plaintiff, to bring suit for the recovery of certification fees against any person required to have this certification, who carries on, or attempts to engage in, such business, occupation or activity without first being certified.

(Ord. 91-0099 § 17, 1991; Ord. 88-0106 § 32, 1988; Ord. 9375 § 2 (part), 1967; Ord. 7583 Part 3 Ch. 13 § 1001.1, 1959.)

11.34.110 - Certification—Period of validity—Renewal.

Certification as a swimming pool service technician and certification as a swimming pool service technician apprentice are each effective from July 1st through June 30th of each year. Every person desiring to renew such certification shall pay a renewal fee for renewal before July 31st in the amount as provided for in Section 8.04.728 of Title 8 for each certificate for the following fiscal year. A penalty equal to 25 percent of the renewal fee shall be submitted on or after July 31st for the renewal of the annual certification.

(Ord. 2012-0032 § 21, 2012; Ord. 93-0055 § 13, 1993; Ord. 92-0078 § 7, 1992; Ord. 91-0099 § 18, 1991; Ord. 90-0090 § 4, 1990; Ord. 88-0106 § 33, 1988; Ord. 9375 § 1 (part), 1967; Ord. 8588 § 1 (part), 1964; Ord. 7583 Part 3 Ch. 13 § 1018, 1959.)

11.34.120 - Certification—New application following failure to renew.

Any person failing to renew his certification within two years of the expiration date shall be required to make a new application therefor and retake the examination in order to become recertified.

(Ord. 91-0099 § 19, 1991; Ord. 8588 § 1 (part), 1964; Ord. 7583 Part 3 Ch. 13 § 1022, 1959.)

11.34.130 - Certification—Duplicates—Fee.

If the written evidence of certification issued by the director is lost or destroyed, a duplicate thereof shall be obtained from the director. A fee of \$10.00 shall be paid when filing applications for such duplicate. Said fee is charged to cover the cost of issuance of the duplicate, and no portion thereof is refundable.

(Ord. 91-0099 § 20, 1991; Ord. 8588 § 1 (part), 1964; Ord. 7583 Part 3 Ch. 13 § 1016, 1959.)

11.34.140 - Certification—Transfer prohibited.

No certification made pursuant to this chapter shall be transferable to another person.

(Ord. 91-0099 § 21, 1991: Ord. 8588 § 1 (part), 1964: Ord. 7583 Part 3 Ch. 13 § 1014, 1959.)

11.34.141 - Performance standards.

Every certified swimming pool service technician or swimming pool service technician apprentice shall perform to those standards contained in this chapter or as prescribed by the director. (Ord 91-0099 § 22, 1991.)

11.34.150 - Certification—Suspension conditions.

The director may suspend certification of a swimming pool service technician or of a swimming pool service technician apprentice if the work of such person permitted by his certification is performed in such manner as to create an unsanitary, unsafe or unhealthful condition. Any person whose certification has been suspended shall surrender his evidence of certification to the director upon request.

(Ord. 91-0099 § 23, Ord. 8588 § 1 (part), 1964: Ord. 7583 Part 3 Ch. 13 § 1019, 1959.)

11.34.160 - Certification—Reinstatement following suspension—Conditions.

When a certification has been suspended, an application may be made for reinstatement. Such application shall include a verified statement declaring that the bases for suspension of certification have been eliminated. If, upon investigation, which the director shall make upon receipt of said application, it is determined that all bases for suspension have been eliminated and that all provisions of this chapter have been complied with, then the director shall reinstate said certification.

(Ord. 91-0099 § 24, 1991: Ord. 8588 § 1 (part), 1964: Ord. 7583 Part 3 Ch. 13 § 1020, 1959.)

11.34.170 - Certification—Hearing following suspension.

Any person who has applied for reinstatement of certification and has been denied said reinstatement may make a written request to the director for a hearing thereon. Upon receipt of such written request, the director shall set a time and place for the hearing. (Ord 91-0099 § 25, 1991: Ord. 8588 § 1 (part), 1964: Ord. 7583 Part 3 Ch. 13 § 1021, 1959.)

11.34.180 - Hearings—Notice requirements.

Notice of any hearings pursuant to any of the provisions of this chapter shall be given not less than five days prior to the day scheduled therefor by the director. Such notice shall specify the time and place of the hearing, the subject matter thereof, and the bases, grounds and reasons therefor. Notice may be given either by registered mail, postage prepaid, directed to the person

notified at such place as he designates in his application for certification as his principal office within the county of Los Angeles, or at such place as he designates as his principal office wherever located, or in the manner provided for the service of summons in civil actions.

(Ord. 91-0099 § 26, 1991: Ord. 8588 § 1 (part), 1964: Ord. 7583 Part 3 Ch. 13 § 1023, 1959.)

11.34.190 - Hearings—Conducted by director or referee.

In cases where hearings are provided for herein, such hearings shall be conducted either by the director himself or by a referee appointed by the director to perform such function. Such referee shall take testimony and report his findings and recommendations to the director.

(Ord. 91-0099 § 27, 1991: Ord. 8588 § 1 (part), 1964: Ord. 7583 Part 3 Ch. 13 § 1024, 1959.)

11.34.200 - Hearings—Referee qualifications and compensation.

Any referee appointed by the director shall be an employee of the county, not an officer thereof, and shall be a person who regularly performs his employment duties for the department of public health of the county. Any such person so appointed as referee shall serve without any additional compensation, and all time spent as referee shall be considered to have been spent by such person in performing the employment duties of his other position.

(Ord. 2006-0040 § 101, 2006: Ord. 91-0099 § 28, 1991: Ord. 8588 § 1 (part), 1964: Ord. 7583 Part 3 Ch. 13 § 1025, 1959.)

11.34.210 - Hearings—Procedures generally.

- A. At any hearing, the director or referee shall hear evidence from and on behalf of any person certified hereunder which may tend to show that his certification should not be suspended or revoked. The director may also take evidence from or on behalf of other persons which may tend to show the existence of grounds for suspension or revocation of the certification. The burden of proof shall be upon him proposing suspension or revocation of certification.
- B. A full, true and correct record of all oral testimony adduced at such hearings shall be kept by shorthand, stenotype, recording device or otherwise.

(Ord. 91-0099 § 29, 1991: Ord. 8588 § 1 (part), 1964: Ord. 7583 Part 3 Ch. 13 § 1026, 1959.)

11.34.220 - Hearings—Decision determination.

At the close of the hearing or at any time within thirty days thereafter, the director shall determine from the facts adduced at said hearing, whether or not certification should be revoked or suspension continued. If suspension is continued, the director shall state the conditions necessary to reinstate said certification. When it is determined that all bases for suspension have been eliminated and that all provisions of this chapter have been complied with, the director shall reinstate said certification. If it is the decision of the director to revoke the certification, the certification may be revoked up to a period of one year from the date of suspension. After this period of time the individual may reapply for certification.

(Ord. 91-0099 § 30, 1991: Ord. 8588 § 1 (part), 1964: Ord. 7583 Part 3 Ch. 13 § 1027, 1959.)

11.34.230 - Hearings—Notice of decision.

Unless the director should announce his decision immediately following termination of the hearing, he shall notify the certified person of such decision in writing by mail.

(Ord. 91-0099 § 31, 1991: Ord. 8588 § 1 (part), 1964: Ord. 7583 Part 3 Ch. 13 § 1028, 1959.)

11.34.240 - Severability.

If any provisions of this chapter or the application thereof to any person or circumstance is held invalid, the remainder of this chapter and the application of such provision to other persons or circumstances shall not be affected thereby.

(Ord. 91-0099 § 32, 1991.)

Chapter 11.35 - TOBACCO RETAILING

11.35.010 - Purpose and Application.

In promoting the health, safety, and general welfare of its residents, the County of Los Angeles has a substantial interest in encouraging compliance with federal, State, and local laws regulating tobacco sales and use; discouraging the purchase and use of tobacco products by anyone under the age of 21; increasing compliance with laws prohibiting the sale of tobacco products to anyone under the age of 21; and protecting children from being lured into nicotine and tobacco use through the illegal sale of products, including vaping products. It is the intent of the Ordinance codified in this Title, together with the additions to Title 7, to encourage responsible tobacco retailing and to discourage violations of tobacco-related laws, especially those that prohibit the sale or distribution of tobacco products to anyone under the age of 21. This Ordinance does not expand or reduce the degree to which the acts regulated by federal or State law are criminally proscribed or otherwise regulated.

(Ord. 2019-0049 § 4, 2019: Ord. 2007-0118 § 3 (part), 2007.)

11.35.020 - Definitions.

For the purpose of this Chapter, the words and terms listed below shall have the following meanings:

- A. "Accessory" means equipment, products, or materials that are used, intended for use, or designed for use in smoking, vaping, ingesting, inhaling, or otherwise introducing tobacco or tobacco products into the human body and can be an object or device that is not essential in itself but adds to the beauty, convenience, or effectiveness of something else.
- B. "Arm's length transaction" means a sale in good faith and for valuable consideration that reflects the fair market value in the open market between two informed and willing parties, when neither is under any compulsion to participate in the transaction. A sale between relatives, related companies or partners, or a sale for the primary

purpose of avoiding the effect of the violations of this Chapter that occurred at the location, is presumed not to be an arm's length transaction.

- C. "Characterizing flavor" means a taste or aroma, other than the taste or aroma of tobacco, imparted either prior to or during consumption of a tobacco product or any byproduct produced by the tobacco product, including, but not limited to, tastes or aromas relating to menthol, mint, wintergreen, fruit, chocolate, vanilla, honey, candy, cocoa, dessert, alcoholic beverage, herb, or spice. Characterizing flavor includes flavor in any form, mixed with or otherwise added to any tobacco product or nicotine delivery device, including electronic smoking devices.
- D. "Cigarette" is any roll of tobacco wrapped in paper or in any substance not containing tobacco, or any roll of tobacco wrapped in any substance containing tobacco which is likely to be offered to, or purchased as a cigarette, because of its appearance, the type of tobacco used in the filler, or its packaging and labeling.
- E. "Cigarillo" means any roll of tobacco other than a cigarette wrapped entirely or in part in tobacco or any substance containing tobacco and weighing no more than three pounds per thousand units. "Cigarillo" includes, but is not limited to, tobacco products known or labeled as small cigar or little cigar.
- F. "Component" means any item intended or reasonably expected to be used with or for the human consumption of a tobacco product.
- G. "Department" means the Los Angeles County Department of Public Health.
- H. "Director" means the Director of the Los Angeles County Department of Public Health or designee.
- I. "Electronic Smoking Device" means an electronic device, including but not limited to an electronic cigarette, electronic cigar or cigarillo, electronic pipe, electronic hookah, vaping device, or any other product name or descriptor, which can be used to deliver an inhaled dose of nicotine or other substances, including any component, part, or accessory of such a device, whether manufactured, distributed, marketed, or sold as such.
- J. "Flavored Tobacco Product" means any tobacco product, as defined in this Chapter, which imparts a characterizing flavor.
- K. "License" means a Tobacco Retail License issued by the County pursuant to this Section.
- L. "Licensee" means any proprietor holding a license issued by the County pursuant to this Chapter.
- M. "Little Cigar" means any roll of tobacco other than a cigarette wrapped entirely or in part in tobacco or any substance containing tobacco and weighing no more than three pounds per thousand units. "Little Cigar" includes, but is not limited to, tobacco products known or labeled as small cigar or cigarillo.
- N. "Package" or "Packaging" means a pack, box, carton, or container of any kind or, if no other container, any wrapping (including cellophane) in which a tobacco product is sold or offered for sale.
- O. "Part" means a piece or segment of something, which combined with other pieces makes up the whole.
- P. "Person" means any individual, entity, firm, partnership, joint venture, limited liability company, association, social or professional club, fraternal organization, corporation, estate, trust, business trust, receiver, trustee, syndicate, or other group or combination of the above acting as a single unit.
- Q. "Pharmacy" means any retail establishment, including any location with an on-site pharmacy, in which the profession of pharmacy is practiced by a pharmacist licensed by the State of California in accordance with the Business and Professions Code and where prescription pharmaceuticals are offered for sale, regardless of whether the retail establishment sells other retail goods in addition to prescription pharmaceuticals.
- R. "Proprietor" means a person with an ownership interest in a business. An ownership interest shall be deemed to exist when a person has a ten percent or greater interest in the stock, assets, or income of a business other than the sole interest of security for debt.
- S. "Self-service Display" means the open display or storage of tobacco products or tobacco paraphernalia in a manner that is physically accessible in any way to the general public without the assistance of the retailer or employee of the retailer and a direct person-to-person transfer between the purchaser and the retailer or employee of the retailer. A vending machine is a form of self-service display.

- T. "Tobacco Paraphernalia" means cigarette papers or wrappers, pipes, holders of smoking materials of all types, cigarette rolling machines, characterizing flavors in any form, mixed with or otherwise added to any tobacco product or nicotine delivery device, including electronic smoking devices, and any other item designed or used for the smoking or ingestion of tobacco products.
- U. "Tobacco Product" means the following:
 1. Any product containing, made, or derived from tobacco or nicotine whether natural or synthetic, that is intended for human consumption, whether smoked, heated, chewed, absorbed, dissolved, inhaled, snorted, sniffed, or ingested by any other means, including, but not limited to cigarettes, cigars, little cigars, chewing tobacco, pipe tobacco, and snuff; or
 2. Any electronic smoking device that delivers nicotine or other substances, whether natural or synthetic, to the person inhaling from the device, including, but not limited to, an electronic cigarette, electronic cigar, electronic pipe, electronic hookah, or vaping device.
 3. Notwithstanding any provision of subsections (1) and (2) to the contrary, "tobacco product" includes any component, part, or accessory intended or reasonably expected to be used with a tobacco product, whether or not sold separately.
 4. "Tobacco Product" does not include drugs, devices, or combination products authorized for sale by the United States Food and Drug Administration, as those terms are defined in the Federal Food, Drug and Cosmetic Act.
- V. "Tobacco Retailer" means any person who sells, offers for sale or distribution, exchanges, or offers to exchange for any form of consideration, tobacco, tobacco products, or tobacco paraphernalia without regard to the quantity sold, distributed, exchanged, or offered for exchange.
- W. "Tobacco Retailing" means selling, offering for sale, exchanging, or offering to exchange for any form of consideration, tobacco, tobacco products, or tobacco paraphernalia without regard to the quantity sold, offered for sale, exchanged, or offered for exchange.

(Ord. 2019-0049 § 5, 2019: Ord. 2007-0118 § 3 (part), 2007.)

11.35.030 - Mandatory Tobacco Retail License.

- A. Any person intending to act as a tobacco retailer, who does not currently hold a Tobacco Retail License, shall, within 180 days of the effective date of the Ordinance codified in this Chapter, obtain a Tobacco Retail License for each location at which tobacco retailing is to occur.
- B. Nothing in this Chapter shall be construed to grant any licensee any status or right other than to act as a tobacco retailer at the location identified on the face of the Tobacco Retail License, subject to compliance with all other applicable laws, regulations, or ordinances. Nothing in this Chapter shall be construed to render inapplicable, supersede, or apply in lieu of any other provision of applicable law.

(Ord. 2019-0049 § 6, 2019: Ord. 2007-0118 § 3 (part), 2007.)

11.35.040 - Application Procedure for Tobacco Retail License.

All applications for a Tobacco Retail License shall be submitted in the name of each proprietor proposing to conduct tobacco retailing and signed by each prospective proprietor or an authorized agent. Each Tobacco Retail License application must be accompanied by the required Tobacco Retail License fee pursuant to Section 8.04.720 of this Code. A proprietor proposing to conduct tobacco retailing at more than one location shall submit a separate application for each location. Every application shall contain the following information:

- A. The name, address, and telephone number of each proprietor.
- B. The business name, address, and telephone number of the fixed location for which the Tobacco Retail License is sought.
- C. Whether any proprietor has previously been issued a Tobacco Retail License pursuant to this Chapter that is, or was at any time, suspended or revoked and, if so, the date of the suspension or revocation.
- D. Proof that the location for which a Tobacco Retail License is sought has been issued a valid State tobacco retailer's license by the California Department of Tax and Fee Administration, in addition to any other required or applicable licenses, permits, or certifications.
- E. A signed affirmation by each proprietor of being informed of, and agreeing to abide by, the laws affecting tobacco retail licenses.
- F. Such other information as the County deems necessary for the administration of this Chapter.

Any application that is denied is subject to an administrative review, at the request of the applicant, which shall be held pursuant to the provisions of Section 11.35.110 of this Chapter.

(Ord. 2019-0049 § 7, 2019: Ord. 2007-0118 § 3 (part), 2007.)

11.35.050 - Issuance and Renewal of Tobacco Retail License.

- A. Upon receipt of an application for a new Tobacco Retail License and applicable fee, as set forth in Section 8.04.720, the applicant(s) shall be issued a Tobacco Retail License unless:
 - 1. The application is incomplete, inaccurate, false, or misleading;
 - 2. The Department has information that the applicant, or the applicant's agent(s) or employee(s), violated any local, State, or federal tobacco control law within the preceding 180 days; or
 - 3. The application seeks authorization for tobacco retailing at an address where a previous Tobacco Retail License has been suspended, revoked, or is subject to suspension or revocation proceedings for any violation of any of the provisions of this Chapter. However, this shall not constitute a basis for denial of a Tobacco Retail License if either or both of the following apply:
 - a. The applicant provides documentation which clearly demonstrates that the applicant has acquired or is in the process of acquiring the premises or business in an arm's length transaction; or
 - b. It has been more than five years since the most recent Tobacco Retail License for that location was revoked.
- B. Renewal of Tobacco Retail License. A Tobacco Retail License shall be valid for one year and must be renewed between 30 and 60 days prior to the expiration of the Tobacco Retail License. A Tobacco Retail License may be renewed for additional one year periods by submission of a renewal application and the applicable fee. Any Tobacco Retail License that is suspended, has been revoked within the previous five years, or is subject to suspension or revocation proceedings shall not be renewed until suspension or revocation proceedings are complete and the suspension or revocation period, if any, is over.

(Ord. 2019-0049 § 8, 2019: Ord. 2007-0118 § 3 (part), 2007.)

11.35.055 - Business License Required.

- A. In addition to the Tobacco Retail License, any Tobacco Shop in an unincorporated area of the County, devoted exclusively or predominantly to the sale of tobacco, tobacco products, and tobacco paraphernalia, must have a valid business license as required by Title 7 of this Code.
- B. Tobacco Shops currently holding a valid Tobacco Retail License as of the effective date of the Ordinance codified in this Chapter must apply for a business license as required by Title 7 of this Code and may legally operate while such application is in active process.

- C. Any retailer establishing a new Tobacco Shop after the effective date of this Ordinance must apply for and obtain a business license as required by Title 7 of this Code and a Tobacco Retail License, as required by this Chapter, before it may legally operate.
- D. If the business license is revoked or suspended for any period of time, the Tobacco Retail License shall be automatically revoked or suspended for the same period.

(Ord. 2019-0049 § 9, 2019.)

11.35.060 - Tobacco Retail License Nontransferable.

A Tobacco Retail License is nontransferable. If a licensee changes business location, that licensee must obtain a new Tobacco Retail License prior to acting as a tobacco retailer at the new location. If a business licensed as a tobacco retailer is sold or transferred, the new proprietor must obtain a Tobacco Retail License for that location before acting as a tobacco retailer.

(Ord. 2019-0049 § 10, 2019; Ord. 2007-0118 § 3 (part), 2007.)

11.35.070 - Violations.

- A. It shall be a violation of this Chapter for a tobacco retailer/licensee, or its agent(s) or employee(s), to violate any federal, State, or local tobacco law or regulation, including any provision of this Chapter.
- B. Causing, permitting, aiding, abetting, or concealing a violation of any provision of this Chapter shall constitute a violation.
- C. Failure to prominently display the Tobacco Retail License in a publicly visible location at the licensed premises shall constitute a violation.
- D. The failure of the tobacco retailer/licensee, or the applicant's agent(s) or employee(s) to allow any peace officer, the Director, or any authorized County official to conduct unscheduled inspections of the premises of the business for the purpose of ensuring compliance with any federal, State, or local tobacco law or regulation, including any provision of this Chapter, at any time the business is open for business shall constitute a violation.
- E. After 180 days of the effective date of the Ordinance codified in this Chapter, it shall be a violation of this Chapter for a tobacco retailer/licensee or its agent(s) or employee(s) to sell or offer for sale, or to possess with the intent to sell or offer for sale, any flavored tobacco product or any component, part, or accessory intended to impart, or imparting a characterizing flavor in any form, to any tobacco product or nicotine delivery device, including electronic smoking devices.
- F. No tobacco retailer/licensee or its agent(s) or employee(s) may sell or offer for sale any little cigar or cigarillo unless it is sold in a package of at least 20 little cigars or cigarillos. Little cigars or cigarillos may not be sold individually or in packages of less than 20 units.
- G. Tobacco retailing by means of a self-service display is prohibited, pursuant to State law.
- H. A Tobacco Retail License may be issued to authorize tobacco retailing at a fixed location only. Tobacco retailing on foot or from vehicles, carts, or any other non-fixed location, is prohibited and shall be considered a violation of this Chapter.
- I. No Tobacco Retail License may issue and no existing Tobacco Retail License may be renewed, to authorize tobacco retailing in a pharmacy, including any location with an on-site pharmacy.
- J. Each tobacco retailer/licensee and its agent(s) or employee(s) must be over the age of 21 in order to sell tobacco and/or tobacco products.

(Ord. 2019-0049 § 11, 2019; Ord. 2007-0118 § 3 (part), 2007.)

11.35.080 - Compliance Checks.

- A. Compliance with this Chapter shall be monitored by the Department of Public Health ("Department") or any law enforcement officer. Any law enforcement officer may conduct compliance checks, including but not limited to youth decoy operations, and enforce the penal provisions of this Chapter.
- B. The Department shall check the compliance of each tobacco retailer a minimum of one time per 12 month period. Compliance checks may be unannounced.

(Ord. 2019-0049 § 12, 2019; Ord. 2007-0118 § 3 (part), 2007.)

11.35.090 - Administrative Fines.

Subject to the requirements of Chapter 1.25 of this County Code, the Director may impose administrative fines on persons violating any provision of this Chapter or any federal, State, or local law or regulation incorporated into this Chapter. The Director may impose a fine upon such violators in an amount determined by the Director. The imposition of any such fine shall in no way limit the Director's ability or authority to impose other requirements of this Chapter or seek other remedies against violators.

(Ord. 2019-0049 § 13, 2019; Ord. 2007-0118 § 3 (part), 2007.)

11.35.100 - Suspension or Revocation of Tobacco Retail License.

- A. In addition to any other remedy authorized by law, a Tobacco Retail License may be suspended or revoked as provided in this Section if it is discovered that any of the following occurred:
 - 1. The licensee, or the licensee's agent(s) or employee(s), violated any provision of this Chapter. Violation by a licensee at one location shall not be construed as a violation at another location of the same licensee, nor shall violations by a prior licensee at the same location be accumulated against a subsequent licensee at the same location;
 - 2. The original or renewal application contained incomplete, inaccurate, false, or misleading information;
 - 3. One or more of the bases for denial listed in Section 11.35.050 existed before the Tobacco Retail License was issued; or
 - 4. A licensee is convicted of a misdemeanor or felony violation of any federal, State, or local tobacco law or regulation, including any provision of this Code.
- B. During any period of suspension or revocation, the licensee shall remove all tobacco products and tobacco paraphernalia from view, including from displays and behind counter storage areas, whether or not visible to the public. All tobacco products and tobacco paraphernalia must be placed in a room that is separate from the area where point of sale transactions occur, or removed from the tobacco retail location entirely. Failure to do so may be considered a subsequent violation.
- C. During any period of suspension or revocation, the tobacco retailer/licensee shall conspicuously post, at each point of sale register and near the entrance door of the tobacco retail location, a notice of a Tobacco Retail License suspension provided by the Department of Public Health. The notice shall include the suspension or revocation period, reason for suspension or revocation, tobacco retailer/licensee and location information, and Department of Public Health contact information to report violations.
- D. When the Director finds a violation as set forth in this Chapter, the Tobacco Retail License may be suspended or revoked as follows:
 - 1. Upon finding by the Director of a first Tobacco Retail License violation within any five year period, the Tobacco Retail License may be suspended for up to 30 days;

2. Upon a finding by the Director of a second Tobacco Retail License violation within any five year period, the Tobacco Retail License may be suspended for up to 90 days;
3. Upon a finding by the Director of a third Tobacco Retail License violation in any five year period, the Tobacco Retail License may be suspended for up to 120 days; and
4. Upon a finding by the Director of a fourth Tobacco Retail License violation within a five year period, the Tobacco Retail License shall be revoked.

(Ord. 2019-0049 § 14, 2019: Ord. 2007-0118 § 3 (part), 2007.)

11.35.110 - Suspension or Revocation Procedure.

- A. Before a Tobacco Retail License is suspended or revoked, the Director shall provide written notice to the licensee. Said notice shall include the following:
 1. A statement that the proprietor's Tobacco Retail License is being suspended or revoked pursuant to this Chapter;
 2. The Code Section violated by licensee or licensee's agents or employees;
 3. A description of the violation that occurred;
 4. The address of the business where the violation occurred; and
 5. The procedure for requesting an administrative review.
- B. A licensee served with a notice of suspension or revocation may request an administrative review to contest the suspension or revocation. The request must be made in writing and filed with the Director within 10 calendar days of service of the notice of suspension or revocation. Failure to timely request an administrative review shall be deemed a waiver of the right to request such a review and a failure to exhaust administrative remedies.
- C. After receiving a timely administrative review request, the Director shall schedule an administrative review within 20 calendar days of receipt of the written request and designate a reviewing officer. The Director may appoint as a reviewing officer, any Department or other County employee with expertise in public health who is not directly involved in inspection or enforcement of tobacco retailing establishments.
- D. The proprietor shall be given written notice of the date, time, and location of the administrative review and the name of the reviewing officer who will conduct the administrative review at least 10 calendar days in advance of the review.
- E. The reviewing officer, in their discretion, may grant a reasonable continuance upon the written request and showing of good cause.
- F. At the administrative review, the Department has the burden of providing by a preponderance of the evidence that the alleged violation occurred.
- G. The failure to appear at the administrative review shall constitute an abandonment of the review request and a failure to exhaust administrative remedies.
- H. Within 10 calendar days after the close of the administrative review, the reviewing officer shall issue a written decision on the suspension or revocation of the Tobacco Retail License, including a statement of the basis for the decision. The reviewing officer's written decision shall constitute the final administrative decision of the County.
- I. If the Director revokes a Tobacco Retail License, no new Tobacco Retail License may be issued for five years after that revocation.

(Ord. 2019-0049 § 15, 2019: Ord. 2007-0118 § 3 (part), 2007.)

11.35.120 - Violation—Other Penalties.

- A. In addition to any other penalties and remedies provided by law, including the provisions of this Chapter, any violation of the provisions of this Chapter may be charged as a misdemeanor pursuant to Chapter 1.24 of this Code, or, in the discretion of the prosecutor, as an infraction. Any person who violates any provision of this Chapter is subject to a civil action, including but not limited to, an injunction, as well as prosecution for any criminal violation.
- B. In addition to any other penalty under this Chapter, a person found to have engaged in tobacco retailing without a valid Tobacco Retail License shall be ineligible to apply for or be issued a Tobacco Retail License as follows:
 - 1. After a person is caught in violation of this Section, no new Tobacco Retail License may be issued for the person as a proprietor until 30 days have passed from the date of the violation; and
 - 2. Each day that a person engages in tobacco retailing without a valid Tobacco Retail License shall constitute a separate violation.
- C. Any person found by the Director to be ineligible to be issued a Tobacco Retail License pursuant to this Section may request an administrative review within 10 days of notice of the violation. The request must be made to the Director in writing. Any administrative review shall be held pursuant to the provisions of Section 11.35.110 of this Chapter.
- D. Violations of this Chapter are hereby declared to be public nuisances pursuant to this Code.

(Ord. 2019-0049 § 16, 2019; Ord. 2007-0118 § 3 (part), 2007.)

11.35.130 - Conflict with Other Law, Severability, Saving Clause.

Nothing in this Chapter shall be interpreted or applied so as to create any power or duty in conflict with any federal or State law. If any provision of this Chapter or the application thereof to any person or circumstance is held invalid, the remainder of this Chapter or the application of such provision to other persons or circumstances shall not be affected thereby.

(Ord. 2019-0049 § 17, 2019; Ord. 2007-0118 § 3 (part), 2007.)

Chapter 11.36 - MASSAGE ESTABLISHMENTS

Parts:

Part 1 - GENERAL PROVISIONS

11.36.010 - Purpose and Intent.

The ordinance codified in this Title, together with the additions and amendments to Titles 7, 8, and 22, are collectively referred to as the Los Angeles County Massage Establishment Ordinance. These Titles should be read together to understand an applicant and permittee's legal obligations and the Board of Supervisors' intent in implementing these provisions.

(Ord. 2020-0008 § 43, 2020.)

11.36.020 - Definitions.

Definitions contained within Title 8, Chapter 8.04 of the Consumer Protection, Business and Wage Regulations shall pertain to this Chapter.

(Ord. 2020-0008 § 43, 2020.)

11.36.030 - Referral of Massage Establishment Public Health Permit Applications and Law Enforcement Notification.

- A. The County Health Officer, or his or her designee, within ten (10) days of receiving an application for a public health permit to operate a Massage Establishment shall refer the applicant to the Tax Collector or the incorporated city agency to obtain the applicable business license.
- B. The County Health Officer, or his or her designee, shall notify the Sheriff's Department or local police department of all approved and denied Massage Establishment public health permit applications.

(Ord. 2020-0008 § 43, 2020.)

Part 2 - GENERAL REQUIREMENTS OF MASSAGE ESTABLISHMENTS

11.36.040 - Employment of Minors Prohibited.

It shall be unlawful to employ in a Massage Establishment any individual who is not at least eighteen (18) years of age, including the use of independent contractors.

(Ord. 2020-0008 § 43, 2020.)

11.36.050 - Maintenance of Premises and Equipment.

- A. All walls, ceilings, floors, pools, showers, bathtubs, steam rooms and all other physical facilities for the Massage Establishment shall be in good repair and maintained in a clean and sanitary condition.
- B. The Massage Establishment's windows may not be completely obstructed.
- C. Pools, showers, wet and dry heat rooms, steam or vapor rooms, or steam or vapor cabinets, shower compartments and toilet rooms shall be thoroughly cleaned each day the business is in operation. Bathtubs shall be thoroughly cleaned after each use.
- D. Clean and sanitized towels and linens shall be provided for each patron of the establishment or each patron receiving massage services. No common use of towels or linens shall be permitted.
- E. Separate, adequate, closed cabinets shall be provided for the storage of clean and soiled linen, and shall be plainly marked: "Clean Linen," "Soiled Linen." Linen includes, but is not limited to, sheets, towels, and apparel. Soiled towels, linens and sheets shall be laundered and dried on the premises of suitable laundry facilities or at a commercial laundry service.
- F. Standard or portable massage tables with a durable, washable plastic or other waterproof material as a covering shall be used. Foam pads more than four (4) inches thick or more than four (4) feet wide may not be used. Beds, mattresses and water beds may not be used in the administration of a massage.
- G. The facility shall be free of vermin, including but not limited to cockroaches, mice, rats, and other pests that carry disease.
- H. A room, enclosure, or designated area that is separate from the toilet, massage room(s), steam room, or other common areas shared by the clients shall be designated and provided to employees at all times. The employee area(s) shall be furnished with adequate storage space for employees' personal belongings. Clients and members of the public may not have access to the employee area.
- I. Liquid waste shall be disposed of through the approved plumbing system and shall discharge into the public sewerage or into an approved private sewage disposal system.

(Ord. 2020-0008 § 43, 2020.)

11.36.060 - Draping the Client—Required.

No massage, massage services, or massage therapy may be administered unless the patron's genitalia, and female breasts, are covered.

(Ord. 2020-0008 § 43, 2020.)

11.36.070 - Attire Requirements.

All Massage Technicians shall meet the attire requirements specified in the California Business and Professions Code section 4609, subdivision (a)(10). All other employees, independent contractors, and owners of the Massage Establishment shall remain fully clothed in clean outer garments while on the premises of the Massage Establishment. At a minimum, such clothing shall be made of non-transparent material and shall cover the entirety of the torso area from above the chest to the knee.

(Ord. 2020-0008 § 43, 2020.)

Part 3 - OPERATIONAL REQUIREMENTS OF MASSAGE ESTABLISHMENTS

11.36.080 - Hours of Operation and Other Restrictions.

The permittee shall not conduct business or operate a Massage Establishment between the hours of 10:30 p.m. and 7:00 a.m. of any day.

(Ord. 2020-0008 § 43, 2020.)

11.36.090 - Massage Technician—Required.

- A. It shall be unlawful for any individual to practice massage therapy for compensation at a Massage Establishment unless that individual is a Massage Technician, as defined in Section 8.04.1410.
- B. CAMTC-certification or a picture identification issued by the Tax Collector shall be worn by and clearly visible on the massage technician's person during working hours and at all times when the massage technician is in the Massage Establishment.
- C. Massage Technicians shall not engage in lewd conduct on business premises of the Massage Establishment. Lewd conduct means touching the genitals, buttocks, or female breast of either the Massage Technician or customer with some part of the other person's body for the purpose of sexual arousal or gratification.

(Ord. 2020-0008 § 43, 2020.)

11.36.100 - Manager—Required.

While open, all Massage Establishments licensed under Section 8.04.288, except Sole Proprietors, shall have a manager as defined in Section 8.04.1410 on the premises. The manager must be familiar with and capable of communicating with employees, independent contractors,

and patrons of the establishment on the requirements of this Chapter and State law as it relates to massage therapy.

(Ord. 2020-0008 § 43, 2020.)

11.36.110 - Entry and Exit.

Massage Establishment clients shall enter and exit exclusively through the main entrance of the Massage Establishment. The main entrance shall be the door facing the street or, if no such door exists, the door that is most visible to members of the public passing by the Massage Establishment.

(Ord. 2020-0008 § 43, 2020.)

11.36.120 - Cleanliness.

- A. Instruments used for massage shall be disinfected prior to each use by a reasonable method approved by the County Health Officer or his or her designee. Where such instruments for massage are employed, adequate quantities of supplies for disinfection shall be available during all hours of operation.
- B. Adequate equipment for disinfecting and sterilizing instruments used in performing the acts of massage shall be provided.
- C. Hot (100°F) and cold running water shall be provided at all times.

(Ord. 2020-0008 § 43, 2020.)

11.36.130 - Contamination Prevention.

- A. Skin products, such as oil, lotions, and creams, shall be dispensed from single-use containers. Skin products stored in multi-use containers shall be dispensed in a manner to prevent contamination.
- B. Sponges used to rub the skin must be single use, and disposed of after each use.

(Ord. 2020-0008 § 43, 2020.)

11.36.140 - Operating Requirements.

- A. No alcohol, cannabis or illegal drugs shall be permitted on premises. No alcoholic beverages, cannabis or drugs may be sold, served, used, consumed or possessed on business premises during business hours.
- B. A person shall not enter, be or remain in any part of a Massage Establishment or premises licensed as such while in the possession of, consuming or using any alcoholic beverage or drugs. The owner, operator, manager, and every supervising employee shall not permit any such person to enter or remain upon such premises.
- C. Massage Establishment owners or operators shall provide all employees with culturally and linguistically appropriate educational materials regarding employee rights, and information on a variety of resources, including linkages to health services, victim assistance services, and emergency numbers and hotlines to call for information and assistance.
- D. Massage Establishment premises shall not be used as a sleeping room or for any other residential purpose.
- E. A Massage Establishment owner shall notify the County Health Officer, or his or her designee, of any changes to the owner's address and/or phone number.

- F. A Massage Establishment owner shall report to the County Health Officer, or his or her designee, any of the following within ninety-six (96) hours of the occurrence:
 - 1. Arrests of any employees, independent contractors, or owners of the Massage Establishment for an offense other than a misdemeanor traffic offense;
 - 2. Any event involving the Massage Establishment owner or a Massage Technician employed therein that constitutes a violation of this ordinance or State or federal law;
 - 3. Any provision which requires reporting to the County Health Officer or his or her designee even if the Massage Establishment owner believes that the County Health Officer or his or her designee has or will receive the information from another source.
- G. Massage, massage services, or massage therapy are not permitted in rooms, booths, or other areas with doors capable of being locked.
- H. The exterior doors and the doors separating the waiting or reception area from the remainder of the establishment shall remain unlocked during business hours (including electric locking devices). This subdivision shall not apply to sole proprietorship Massage Establishments as defined in Section 8.04.1410.
- I. A copy of the CAMTC certificate or valid Massage Technician license issued by the Treasurer and Tax Collector of each and every Massage Technician employed in the business shall be displayed in the reception area or similar open public place on the premises. CAMTC certificates or Massage Technician licenses of former employees and/or independent contractors shall be removed as soon as those Massage Technicians are no longer employed by or offering services through the massage business.
- J. For each massage service provided, every massage business shall keep a complete and legible written or electronic record of the following information: (1) the date and hour that service was provided; (2) the service provided; (3) the name or initials of the employee entering the information; and (4) the name of the Massage Technician administering the service and the CAMTC certificate number, and business license identification number. Such records shall be open to inspection and copying by the Sheriff's Department, or other officials charged with enforcement of this Chapter. These records may not be used by any Massage Technician or operator for any purpose other than as records of service provided and may not be provided to other parties by the Massage Technician or operator unless otherwise required by law. Such records shall be retained on the premises of the massage business for a period of two (2) years and be immediately available for inspection during business hours.
- K. Condoms are prohibited on or within the premises of a Massage Establishment.
- L. All massages, massage services, and massage therapy must be performed at the Massage Establishment.

(Ord. 2020-0008 § 43, 2020.)

11.36.150 - Lighting and Ventilation.

Massage Establishments shall comply with the local building code for lighting and ventilation.

(Ord. 2020-0008 § 43, 2020.)

11.36.160 - Toilet Facilities, Dressing and Lockers.

- A. A minimum of one (1) toilet and one (1) washbasin, shall be provided in every Massage Establishment as per local building code for patrons and employees. Hand wash sinks shall be provided with approved, sanitary drying method(s), which includes single-use paper towels, and soap placed in permanently installed dispensers. A trash receptacle shall be provided in each toilet room.
- B. Adequate dressing rooms shall be provided for patrons. Dressing rooms will be used only by patrons of the same sex at the same time. Dressing rooms need not be separate from the room in which the massage is being performed. If the massage takes place without disrobing of patrons, then separate dressing rooms are not required.

for each patron. A location for each patron served to safely store their valuables shall be provided such as a locker or other approved methods as approved by the County Health Officer or his or her designee.

(Ord. 2020-0008 § 43, 2020.)

11.36.170 - Hand Wash Sink for Employees.

A minimum of one separate hand wash sink shall be provided in each Massage Establishment for the use of employees. The hand wash sink shall have hot (100°F) and cold running water at all times, and shall be located within or as close as practical to the area devoted to performing massage services. In addition, there shall be provided at each hand wash sink, liquid hand soap, single-use wall mounted disposable paper towels and soap placed in permanently installed dispensers.

(Ord. 2020-0008 § 43, 2020.)

11.36.180 - Recording of Activities Prohibited.

No part of a Massage Establishment where massage, massage services or massage therapy are being conducted shall be equipped with any electronic, mechanical or artificial device used, or capable of being used, for recording or videotaping, for monitoring the activities, conversation, or other sounds in the treatment room or room used by customers, except in the designated reception areas.

(Ord. 2020-0008 § 43, 2020.)

Part 4 - INSPECTION OF MASSAGE ESTABLISHMENTS AND ENFORCEMENTS

11.36.190 - Inspection by Officials.

Any County of Los Angeles officials, including but not limited to Los Angeles County Sheriff's Department or local law enforcement, County Health Officer, Director of Environmental Health, and Director of Regional Planning for the County of Los Angeles, or their designees, shall have the right to enter the premises from time to time during regular business hours to make reasonable inspections to observe and enforce compliance with building, fire, electrical, plumbing or health regulations, and to enforce compliance with applicable regulations, laws, and statutes.

(Ord. 2020-0008 § 43, 2020.)

11.36.200 - Abatement.

Any Massage Establishment operated or maintained in a manner contrary to the requirements of this Chapter or as deemed by the County Health Officer, is hereby declared to be unlawful and a public nuisance.

(Ord. 2020-0008 § 43, 2020.)

11.36.210 - Hearing Process.

- A. Any Massage Establishment public health permit issued to a permittee may be suspended or revoked by the Department of Public Health for a violation of the requirements of Titles 7, 8, or 11, or State and local laws or regulations. Any Massage Establishment for which the public health permit has been suspended or revoked shall close and cease doing business and remain closed until the permit has been reinstated or reissued by the Department of Public Health.
- B. Whenever the Department of Public Health finds that a Massage Establishment does not comply with the requirements of Titles 7, 8, or 11, or State and local laws or regulations, a report that contains a required compliance date shall be issued to the permittee. If the permittee fails to correct the violation by the compliance date, the Department of Public Health shall issue to the permittee a written notice setting forth the permit violations found by the Department of Public Health. The notice shall inform the permittee of a right to compliance review and if applicable, why the permittee's public health permit should be suspended or revoked. A permittee must make a written request to the Department of Public Health for a compliance review within ten (10) calendar days of service of the notice, or correct the violation. A failure to request a compliance review within ten (10) calendar days after service of the notice shall be deemed a waiver of the right to a compliance review, and may subject the permittee's permit to immediate suspension by the Department of Public Health.
- C. The compliance review shall be held within fifteen (15) calendar days of the Department of Public Health's receipt of the permittee's written request for a compliance review. Upon written request by the permittee, the compliance review officer may postpone any compliance review date, if circumstances warrant such action, or cancel the compliance review if the permittee's violations are corrected as verified by the Department of Public Health.
- D. At the compliance review, the compliance review officer shall hear testimony, and read and consider documents submissions from the permittee and the Department of Public Health representatives.
- E. The compliance review officer shall issue and serve a written decision to the permittee within fifteen (15) calendar days following the compliance review. In the event of suspension or revocation, the decision shall specify the permit violations that were found to exist and/or continue that were the basis of the suspension or revocation, the time period of the suspension of the permit, and the actions required for the correction of the continuing violations.
- F. Failure to appear at the compliance review shall constitute an abandonment of the compliance review request.
- G. Notwithstanding any other provision of this Chapter, if any immediate danger to the public health or safety is found or is reasonably suspected, unless the danger is immediately corrected, the Department of Public Health may immediately suspend the permittee's public health permit and order the Massage Establishment immediately closed, pending the determination of a compliance review. Immediate danger to the public health or safety shall include any condition, based upon inspection findings or other evidence that can cause or is reasonably suspected of causing, infection, illness or disease transmission, lewd conduct, human trafficking, or any known or reasonably suspected hazardous condition.
- H. Whenever a public health permit is suspended as the result of an immediate danger to the public health or safety, the Department of Public Health shall issue to the permittee a notice setting forth the violations that have caused the immediate danger, specifying the Sections of this Chapter, or State or local laws or regulations, allegedly violated, and informing the permittee of the right to a compliance review and why the permittee's public health permit should be suspended.
- I. The Department of Public Health may, after providing an opportunity for a compliance review, suspend or revoke a public health permit for serious or repeated violations of the requirements of the County Code, regulations, laws, statutes, or for interference in the performance of the inspection and investigation duties of the Department of Public Health.
- J. A public health permit may be reinstated, or a new public health permit issued if the Department of Public Health determines that the conditions which prompted the suspension or revocation no longer exist.

(Ord. 2020-0008 § 43, 2020.)

11.36.220 - Suspension or Revocation of Massage Establishment Public Health Permit.

- A. Any Massage Establishment public health permit issued under this Chapter may be suspended pending an Office Review when, in the opinion of the County Health Officer or his or her designee, the public health or safety requires such suspension. A written notice of such suspension shall be provided to the permit holder by hand delivery or registered mail.
- B. A Massage Establishment public health permit may be revoked or suspended after an Office Review, if the County Health Officer or his or her designee finds:
 - 1. Facts sufficient to support denial of a Massage Establishment public health permit on any ground set forth in Section 8.04.1470.
 - 2. The Massage Technician has violated the conduct requirements in Section 11.36.090.
 - 3. There is good cause to suspend or revoke the public health permit in accordance with Chapter 8.04 - Public Health Licenses.
 - 4. The Massage Technician has violated any of the provisions of this Chapter or a rule or regulation adopted by the County Health Officer or his or her designee related to the practice of massage.
 - 5. The owner of the Massage Establishment must register under the provisions of Penal Code section 290 or register as a sex offender in any state of the United States.
 - 6. The owner has been convicted of Penal Code sections 266h (pimping), 266i (pandering), 314 (indecent exposure, obscene exhibitions, and bawdy and other disorderly houses), 315 (keeping or residing in a house of ill-fame), 316 (keeping disorderly house), 318 (prevailing upon person to visit a place for prostitution), 647(b) (engaging in or soliciting prostitution), 653.22 (loitering with intent to commit prostitution), or 653.23 (supervision of prostitute); has a business permit or license denied, revoked, restricted, or suspended by any agency, board, city, county, territory, or state; is subject to an injunction for nuisance pursuant to Penal Code sections 11225—11235 (red light abatement); is convicted of a felony offense involving the sale of a controlled substance; is convicted of any crime involving dishonesty, fraud, deceit, violence, or moral turpitude; or is convicted in any other state of an offense which, if committed in this State, would have been punishable as one or more referenced offenses in this subdivision.
 - 7. The overflow or backup of toilets, sinks, floor sinks/drains resulting in the accumulation of sewage/wastewater on or within the premises.
 - 8. The presence of a vermin infestation within the Massage Establishment.
 - 9. The lack of available water or hot water (100°F) at all faucets within the facility.
 - 10. The city or County business license has been revoked or suspended.
- C. Whenever a public health permit has been revoked, the former permittee, whether a person, partnership, or corporation, shall not be granted a new public health permit for a period of one (1) year from the date of revocation.

(Ord. 2020-0008 § 43, 2020.)

11.36.230 - Implementation.

The County Health Officer is responsible for administration of this Chapter which may include public education, public outreach, and promulgating guidelines and rules consistent with the provisions of this Chapter and the County Code.

(Ord. 2020-0008 § 43, 2020.)

Chapter 11.37 - CANNABIS FACILITIES

Parts:

Part 1 - GENERAL PROVISIONS

11.37.010 - Purpose.

- A. The purpose of this Chapter is to create public health regulatory requirements to ensure that commercial cannabis activities are conducted in a manner that protects the health and safety of the consumer and the public.
- B. The authority for this Chapter 11.37 is contained in Division 10 of the California Business and Professions Code, which expressly permits local regulation of commercial cannabis activities.
- C. The definitions contained within this Section, also pertain to Part 7 of Chapter 8.04 of Title 8 of this Code.

(Ord. 2017-0060 § 3, 2017.)

11.37.020 - Definitions.

- A. "Adulterated Product" means the cannabis or cannabis product that is manufactured, prepared, packed, held, or sold under insanitary conditions whereby it may have become contaminated with filth or rendered injurious to health.
- B. "Batch" means a specific quantity of homogeneous cannabis or cannabis product that is one of the following types:
 - 1. "Harvest batch" means a specifically identified quantity of dried flower or trim, leaves, and other cannabis plant matter that is uniform in strain, harvested at the same time, and, if applicable, cultivated using the same pesticides and other agricultural chemicals.
 - 2. "Manufactured cannabis batch" means either of the following:
 - a. An amount of cannabis concentrates or extract produced in one production cycle using identical input materials, extraction methods, and standard operating procedures, and intended to have uniform character and quality; or
 - b. An amount of a type of manufactured cannabis produced in one production cycle using identical formulation and standard operating procedures that is intended to have uniform character and quality.
- C. "Batch number" means any distinct group of numbers, letters, or symbols, or any combination thereof, assigned, as required by State law, to a specific Harvest Batch or Manufactured Cannabis Batch, and from which the complete history of the manufacturing, packaging, labeling, and/or holding of a lot of cannabis product can be determined.
- D. "Best management practice" means methods or techniques found to be the most effective and practical means in achieving an objective.
- E. "Cannabidiol" or "CBD" means one of the chemical compounds that are the active principles of cannabis.
- F. "Cannabis" means all parts of the plant *Cannabis sativa* Linnaeus, *Cannabis indica*, or *Cannabis ruderalis*, whether growing or not; the seeds thereof; the resin, whether crude or purified, extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture, or preparation of the plant, its seeds, or resin. "Cannabis" also means the separated resin, whether crude or purified, obtained from cannabis. "Cannabis" also means marijuana as defined by section 11018 of the Health and Safety Code. "Cannabis" does not include the mature stalks of the plant, fiber produced from the stalks, oil or cake made from the seeds of the plant, any other compound, manufacture, salt, derivative, mixture, or preparation of the mature stalks (except the resin extracted therefrom), fiber, oil, or cake, or the sterilized seed of the plant which is incapable of germination. "Cannabis" does not mean "industrial hemp" as defined by section 81000 of the Food and Agricultural Code or section 1018.5 of the Health and Safety Code.
- G. "Cannabis concentrate" means manufactured cannabis that has undergone a process to concentrate one or more active cannabinoids, thereby increasing the product's potency. Resin from granular trichomes from a cannabis

plant is a concentrate. A cannabis concentrate is not considered food, as defined by section 109935 of the Health and Safety Code, or a drug, as defined by section 109925 of the Health and Safety Code.

- H. "Cannabis labeling" means any label or other written, printed, or graphic matter upon a cannabis product, or upon its container or wrapper, or that accompanies any cannabis product.
- I. "Cannabis waste" means waste that is not hazardous waste, as defined in Public Resources Code section 40191, that contains cannabis and that has been made unusable and unrecognizable in a manner required by State and local laws and regulations.
- J. "Component" means any substance or item intended for use in the manufacture of a cannabis product, including those substances or items that are not intended to appear in the final form of the product. Component can include cannabis and cannabis products used as ingredients, other ingredients, and processing aids.
- K. "Cultivation" means any activity involving the planting, growing, harvesting, drying, curing, grading, or trimming of cannabis.
- L. "Delivery" means the commercial transfer of cannabis or cannabis products to a customer. "Delivery" also includes the use by a retailer of any technology platform owned, leased, or controlled by the retailer.
- M. "Distribution" means the procurement, sale, and transport of cannabis and cannabis products between permittees.
- N. "Dried flower" means all dead cannabis that has been harvested, dried, cured, or otherwise processed, excluding leaves and stems.
- O. "Edible cannabis product" means cannabis product that is intended to be used, in whole or in part, for human consumption, including, but not limited to, chewing gum, but excluding products set forth in Division 15 (commencing with section 32501) of the Food and Agricultural Code. An edible cannabis product is not considered food, as defined by section 109935 of the Health and Safety Code, or a drug, as defined by section 109925 of the Health and Safety Code.
- P. "Extraction" means a process by which cannabinoids are separated from cannabis plant material through chemical or physical means.
- Q. "Finished product" means a manufactured cannabis product in its final form to be sold to a customer at a retail store.
- R. "Holding" means storage of cannabis or cannabis products and includes activities performed incidental to storage of a cannabis product and activities performed as a practical necessity for the distribution of that cannabis product.
- S. "Infusion" means a process by which cannabis, cannabinoids, cannabis concentrates, or manufactured cannabis are directly incorporated into a product formulation to produce a cannabis product.
- T. "Limited-access area" means an area in which cannabis and cannabis products are stored or held and are only accessible to the owner, operator and cannabis facility authorized personnel.
- U. "Local licensing agency" means a local public entity that licenses or permits any commercial cannabis activity, as defined in this Part.
- V. "Lot" means a batch or a specifically identified portion of a batch.
- W. "Manufacture" means to compound, blend, extract, infuse, or otherwise make or prepare a cannabis product.
- X. "Manufactured cannabis" means raw cannabis that has undergone a process whereby the raw agricultural product has been transformed into a concentrate, an edible product, or a topical product.
- Y. "Manufacturing" or "manufacturing operation" means all aspects of the extraction and/or infusion processes, including processing, preparing, holding, storing, packaging, or labeling of cannabis products. Manufacturing also includes any processing, preparing, holding, or storing of components and ingredients used in cannabis products.
- Z. "Manufacturing site" means the premises that produces, prepares, propagates, or compounds manufactured cannabis or cannabis products, directly or indirectly, by extraction methods, independently by means of chemical

synthesis, or by a combination of extraction and chemical synthesis, and is owned, leased, or controlled and operated by a permittee for these activities.

- AA. "Undesirable Microorganisms" means those yeasts, molds, bacteria, viruses, protozoa, and/or microscopic parasites that are pathogens, that subject manufactured cannabis to decomposition, that indicate that manufactured cannabis is contaminated with filth, or that otherwise may cause manufactured cannabis to be adulterated.
- BB. "Misbranding" means misbranded cannabis or cannabis products as defined in the California Business and Professions Code, section 26121.
- CC. "Package" means any container or receptacle used for holding cannabis or cannabis products.
- DD. "Permittee" means a person who has obtained a public health permit from the Department to operate a cannabis facility.
- EE. "Person" means any individual, firm, partnership, joint venture, association, corporation, limited liability company, estate, trust, business trust, receiver, syndicate, or any other group or combination acting as a unit, and the plural as well as the singular.
- FF. "Person in charge" means the individual present at a commercial cannabis facility who is responsible for the operation of the commercial cannabis facility.
- GG. "Pest" means undesired insect, rodent, nematode, fungus, bird, vertebrate, invertebrate, weed, virus, bacteria, or other microorganism that is injurious to human health or environment.
- HH. "Pesticide" means, but is not limited to:
 - 1. Any substance or mixture of substances intended to prevent, destroy, control, repel, or mitigate any insect, rodent, snail, slug, fungus, weed, or any other form of plant or animal life or virus, fungus, bacteria or other microorganism which is normally considered to be a pest, except viruses on or in a living person or other living animal.
 - 2. Any substance or mixture of substances intended to be used as a plant regulator, defoliant, or desiccant.
 - 3. Any spray adjuvant.Pesticides include substances commonly referred to as herbicides, fungicides, insecticides, and cloning agents.
- II. "Premises" means the designated structure or structures and land specified in the application for a cannabis public health permit that is owned, leased, or otherwise held under the control of the applicant or permittee where the commercial cannabis activity will be or is conducted. The premises shall be a contiguous area and shall only be occupied by a permittee.
- JJ. "Retail area" means a building, room, or other area upon the permitted premises in which cannabis and cannabis products are sold or displayed.
- KK. "Sell," "sale," and "to sell" means any transaction whereby, for any consideration, title to cannabis or cannabis products is transferred from one person to another, and includes the delivery of cannabis or cannabis products pursuant to an order placed for the purchase of the same and soliciting or receiving an order for the same, but does not include the return of cannabis or cannabis products by a permittee to the permittee from whom the cannabis or cannabis product was purchased.
- LL. "Time/temperature control for cannabis or cannabis product safety or TCS" means a cannabis or cannabis product that requires time/temperature control for safety to limit pathogenic microorganism growth or toxin formation.
- MM. "THC" means the compound tetrahydrocannabinol. "THC" refers specifically to delta 9-tetrahydrocannabinol.
- NN. "Topical product" means a product intended for external use such as with cannabis-enriched lotions, balms and salves. A topical cannabis product is not considered a drug as defined by section 109925 of the Health and Safety Code.
- OO. "Track and trace system" means the universal identification certificate program for commercial cannabis activity. It is the seed-to-sale tracking system that tracks cannabis and cannabis product throughout the

distribution chain, from either the sprouted seed or rooted cutting (or clone) until the cannabis or cannabis product is sold or delivered to a retail customer or is destroyed. It includes the program administered by the California Department of Food and Agriculture, pursuant to section 26069 of the Business and Professions Code, as well as any track and trace system administered by a local jurisdiction.

PP. "Unique identifier (UID)" means an alphanumeric code or designation used for reference to a specific plant on permitted premises and any cannabis or cannabis product derived or manufactured from that plant.

(Ord. 2017-0060 § 3, 2017.)

Part 2 - OPERATIONAL REQUIREMENTS OF CANNABIS FACILITIES

11.37.030 - Cannabis Facilities Backflow Prevention Devices.

Cannabis facilities that have approved backflow prevention devices as required by Title 17 of the California Code of Regulations shall be tested at least once each calendar year by a person having received a certificate of competence from the Department. Records of backflow prevention device test(s) shall be submitted to the Department within 30 days using the form provided by the Department.

(Ord. 2017-0060 § 3, 2017.)

11.37.040 - Commercial Cannabis Manufacturing Facilities.

- A. Cannabis or cannabis product manufacturing facilities shall meet all health protection operating criteria for the manufacturing of cannabis and cannabis products as required by State law and regulations promulgated by the California Department of Public Health.
- B. Manufacturing cannabis facilities shall operate in a permanently constructed structure and shall not operate from a vehicle or non-permanent structure.
- C. Edible cannabis products shall be:
 - 1. Manufactured and sold under sanitation standards established by the State Department of Public Health that are similar for preparation, storage, handling, and sale of food products.
 - 2. Marked with a universal symbol on its packaging, as required by State law, regulations adopted by the State Department of Public Health or local laws.
- D. Cannabis, including concentrated cannabis, included in a cannabis product manufactured in compliance with law is not considered an adulterant under State law.
- E. Prior to delivery or sale at a retailer, cannabis and cannabis products shall be labeled and placed in a resealable, tamper-evident, child-resistant package and shall include a unique identifier for the purposes of identifying and tracking cannabis and cannabis products.
- F. All cannabis products shall be labeled with all health and dosage information or warnings as required by State laws and regulations, and local laws.
- G. All TCS products, extractions, concentrates, and infusions intended for human consumption must be refrigerated at temperatures of 41°F or below unless otherwise approved by the Department. Approvals are based on a review of written procedures that are followed to make the product; the use of control measures; and any other scientific evidence submitted by the manufacturer from a certified laboratory or process authority that demonstrates the shelf stability of the product in question.

(Ord. 2017-0060 § 3, 2017.)

11.37.050 - Commercial Cannabis Distribution Facilities.

- A. A cannabis distribution facility shall meet all health protection operating criteria for the distribution of cannabis and cannabis products as required by State law and regulations promulgated by the California Bureau of Cannabis Control.
- B. A distributor shall ensure that each cannabis batch is stored separately and distinctly from every other cannabis batch on the distributor's premises.
- C. A distributor shall ensure a label with the following information is physically attached to each container of each batch: The manufacturer or cultivator's name and permit number; the date of entry into the distributor's storage area; the unique identifiers and batch number associated with the batch; a description of the cannabis products with enough detail to easily identify the batch; and the weight of or quantity of units in the batch.
- D. A distributor shall store cannabis and cannabis products in a building designed to permit control of temperature and humidity and shall prevent the entry of environmental contaminants such as smoke and dust. The area in which cannabis and cannabis products are stored shall be vermin proof and shall not be exposed to direct sunlight. A distributor may not store cannabis or cannabis products outdoors.
- E. A distributor may provide cannabis or cannabis product storage-only services to a cultivator, manufacturer, or other distributor, which are unrelated to the quality assurance and laboratory testing processes required of the distributor.
- F. A distributor shall maintain a written contract with other permitted cannabis facilities storing cannabis or cannabis products on the distributor's premises. A distributor shall maintain a separate cannabis and cannabis products storage inventory for each cannabis facility and all of distributor's storage inventories and written contracts shall be provided to the Department upon request. All inventory documents shall contain the identity and State license number of all contracting parties.
- G. A distributor shall ensure compliance with cannabis and cannabis product packaging and labeling requirements of State law and regulations, and local laws.
- H. After taking physical possession of a cannabis batch, the distributor shall meet all testing requirements and procedures as required by State law and regulations, and local laws. Upon the request of the Department, the distributor shall immediately make available the results of all tests performed on each cannabis batch by a certified testing laboratory.
- I. A distributor shall not transport or arrange for the transportation of, or in any way transfer, a batch that failed a laboratory testing to a cultivator, manufacturer, or other permittee unless specifically authorized to do so by the Department.
- J. All TCS products, extractions, concentrates, and infusions intended for human consumption must be refrigerated at temperatures of 41°F unless otherwise approved by the Department. The operator of a cannabis distribution facility shall follow the manufacturer's requirement for safe storage of such products.

(Ord. 2017-0060 § 3, 2017.)

11.37.060 - Retail Cannabis Facilities.

- A. Retail cannabis facilities, which also specifically include licensed microbusinesses that offer cannabis or cannabis products for retail sale, shall meet all health protection operating criteria for the sale of cannabis and cannabis products as required by State law and regulations, and local laws.
- B. Retail cannabis facilities shall operate in a permanently constructed structure and shall not operate from a vehicle or non-permanent structure. Retail cannabis facilities may conduct cannabis and cannabis product delivery services, if authorized to do so by the local licensing agency.
- C. Permitted retail cannabis facilities shall only sell cannabis and cannabis products approved and permitted by the State.
- D. Permitted retail cannabis facilities shall not sell or provide alcohol or tobacco to any customer or the public.

- E. Permitted retail cannabis facilities are prohibited from giving away any amount of cannabis or cannabis products as part of a business promotion.
- F. Permitted retail cannabis or microbusiness facilities shall not allow the on-site consumption of cannabis and cannabis products by any customer, person, or employee, except as authorized by local law.
- G. All TCS products, extractions, concentrates, and infusions, and cannabis products intended for human consumption must be refrigerated at temperatures of 41°F unless otherwise approved by the Department. Retail cannabis operator shall follow the manufacturer's requirement for safe storage of such products.

(Ord. 2017-0060 § 3, 2017.)

Part 3 - GENERAL REQUIREMENTS OF CANNABIS FACILITIES

11.37.070 - Odor Management Plan.

- A. Any person proposing to apply for a public health permit for a cannabis facility, or applying as a new owner of an existing cannabis facility shall submit an Odor Management Plan along with the submission of a public health permit application and plans to the Department. The Odor Management Plan shall, comply with the requirements of the local licensing agency, if any, and describe sufficient processes which, if implemented, will prevent odors from the cannabis facility from being detected by a person outside of the facility or indoor cultivation site.
- B. The Odor Management Plan shall include a detailed description of the ventilation system used by the cannabis facility, including but not limited to, how the ventilation systems prevent odor from escaping the facility or indoor cultivation site and how to mitigate the noxious fumes or gases.
- C. The cannabis facility operator shall be responsible for the development, implementation, and maintenance of the Odor Management Plan. Odor mitigation practices shall be based on industry-specific best control technologies and best management practices. The plan shall include the range of odor mitigation practices to be deployed to control odor-emitting activities, sources, and locations, how and when these practices will be deployed, and accounting for any identified odor-emitting activity.
- D. The permittee, operator, or person in charge of a cannabis facility shall maintain, and provide to the Department upon request, all records relating to odor management, including but not limited to, system installation, maintenance, any equipment malfunctions and deviations from Odor Management Plan.
- E. The permittee, operator, or person in charge of a cannabis facility shall maintain records of odor complaints received and response actions thereto.
- F. If an inspection or complaint investigation by the Department reveals any deviation from the Odor Management Plan, such deviation shall be a violation of this Chapter.
- G. If an inspection reveals that the existing Odor Management Plan does not effectively mitigate odors emanating from the cannabis facility or cannabis facility's cultivation site, the Department shall provide the operator or person in charge with a notice of deficiencies. The operator or person in charge of the cannabis facility shall be required to submit a modified Odor Management Plan within a reasonable amount of time, as determined by the Department. Failure to submit a modified Odor Management Plan within the required time period shall be a violation of this Chapter. Failure of an operator to submit and implement a modified Odor Management Plan may result in the suspension of the cannabis facility's public health permit.
- H. When a modification is made to a cannabis facility, or the facility operation, that has the potential to impact the nature or degree of odor, or affects the control of odor, the cannabis facility operator must update its Odor Management Plan within 30 days of facility modification. Failure to submit an updated Odor Management Plan within 30 days of facility modification shall be a violation of this Chapter.

(Ord. 2017-0060 § 3, 2017.)

11.37.080 - Waste Management Plan.

- A. Any person proposing to apply for a public health permit for a cannabis facility, or apply as a new owner of an existing cannabis facility shall submit a Waste Management Plan along with the submission of a public health permit application or plans to the Department.
- B. A Waste Management Plan shall address the storing, handling, disposing, and reusing of all waste by-products and shall characterize the volume and types of waste generated for all commercial cannabis activities in compliance with the best management practices and State law and regulations.
- C. A cannabis facility shall not sell or otherwise transfer title of cannabis waste, except as permitted by State law and regulation.
- D. All cannabis and cannabis products that a cannabis facility intends to render into cannabis waste, whether voluntarily or directed by the Department shall be held on the premises in quarantine for a minimum of 72 hours. The cannabis facility operator shall affix to each batch the required document(s) with batch information and weight. At no time during the quarantine period may the cannabis or cannabis products be handled, moved, or rendered into cannabis waste. The quarantined cannabis and cannabis products are subject to inspection by the Department.
- E. All garbage and refuse on the cannabis facility premises shall be stored in nonabsorbent, water-tight, vector resistant, durable, easily cleanable, galvanized metal or heavy plastic containers with tight fitting lids. No refuse container shall be filled beyond the capacity that prevents complete closure of the lid. All garbage and refuse on the premises, whether mixed with rubbish or other material or not, shall not be accumulated or stored for more than seven calendar days, and shall be properly disposed of before the end of the seventh day. All waste, including but not limited to refuse, garbage, green waste and recyclables, must be disposed of in accordance with State law and regulation, and local law. All waste generated from commercial cannabis operations must be properly stored and secured, whether in the control of the cannabis facility operator or not, in order to prevent access to the public.
- F. The cannabis facility shall render cannabis and cannabis product into cannabis waste before removing the cannabis waste from the premises. The rendering process shall be recorded on video. The resulting cannabis waste shall be placed in the cannabis facility's refuse bin or transferred to a waste disposal facility approved by the State. All cannabis waste shall be rendered unusable and unrecognizable by mixing, grinding, and incorporating the cannabis waste with a non-consumable material or by incorporating any nonhazardous compostable material so that the resulting mixture is at least 50 percent non-cannabis waste by volume. The cannabis waste shall be tracked by one batch at a time and the cannabis facility shall not comeingle different batches into cannabis waste.
- G. After a cannabis facility operator renders the cannabis and cannabis product into cannabis waste, the cannabis facility operator shall do one of the following with the cannabis waste:
 - 1. Dispose of the cannabis waste at a manned and fully permitted solid waste landfill.
 - 2. Deposit the cannabis waste at a manned and fully permitted compostable materials handling facility or operation.
 - 3. Deposit the cannabis waste at a manned and fully permitted in-vessel digestion facility or operation.
- H. The cannabis facility operator shall use the track-and-trace database and onsite documents to ensure the cannabis waste materials are identified, weighed, and tracked while on the cannabis facility premises and when disposed of or deposited. The cannabis facility operator shall enter the date and time that the cannabis product was rendered into cannabis waste and the weight of the resulting cannabis waste into the track-and-trace database.
- I. All cannabis facility operators shall maintain accurate and comprehensive records regarding cannabis waste material that account for, reconcile, and evidence all activity related to the generation and disposal or deposition of cannabis waste. The cannabis facility operator shall obtain a record from the solid waste facility or operation evidencing the acceptance of the cannabis waste material at the facility or operation. The record must contain the name and address of the operation or facility, the date, the volume or weight of the cannabis waste accepted, and the name and signature of the person in charge of the facility or operator who accepts the cannabis waste. Once the cannabis waste is accepted by the solid waste facility, the cannabis facility operator shall input the date and time of the disposal or deposition of the cannabis waste at a solid waste facility into the track-and-trace database. These documents are records subject to inspection by the Department.

- J. All commercial cannabis operations that utilize and generate hazardous materials or hazardous waste shall comply with all applicable hazardous material regulations, including but not limited to, hazardous waste generator, underground storage tank, above ground storage tanks, and hazardous materials handling requirements and maintain any applicable permits for these programs from the Fire Prevention Division, Certified Unified Program Agency (CUPA) of Los Angeles County and Emergency Services Department or Agricultural Commissioner.

(Ord. 2017-0060 § 3, 2017.)

11.37.090 - Record Keeping.

- A. A cannabis facility shall ensure compliance with the requirements for record keeping as required by the State and local enforcement agencies.
- B. A cannabis facility operator shall make such records available upon request by the Department.

(Ord. 2017-0060 § 3, 2017.)

11.37.100 - Track and Trace System.

- A. A permitted cannabis facility shall utilize the track and trace system as required by State law and regulations and local laws.
- B. A permitted cannabis facility shall make track and trace system records available to the Department upon request.

(Ord. 2017-0060 § 3, 2017.)

11.37.110 - Employee Health.

- A. The Department shall have authority to exclude any cannabis facility employee that handles edible cannabis and cannabis products from any cannabis facility conducting operations, including but not limited to cultivation, extraction, preparation, manufacturing, distribution, and testing, if the employee is diagnosed with an infectious agent specified in Subdivision B.1-8, and the employee is either symptomatic and still considered infectious, or is not experiencing symptoms of the illness associated with that agent but is still considered infectious.
- B. For purposes of this Section, "illness" means a condition caused by any of the following infectious agents:
1. Hepatitis A virus.
 2. Salmonella typhi.
 3. Salmonella spp.
 4. Shigella spp.
 5. Entamoeba histolytica.
 6. Enterohemorrhagic or shiga toxin producing Escherichia coli.
 7. Norovirus.
 8. Other communicable diseases that may be transmitted to others through the handling of edible cannabis and cannabis products.
- C. The person in charge shall do either of the following:
1. Exclude an employee that handles edible cannabis and cannabis products from a cannabis facility if the employee is diagnosed with an infectious agent specified in this Chapter.

2. Restrict an employee from working with exposed edible cannabis and cannabis products, or cleaning equipment, utensils, and linens in an edible cannabis manufacturing and distributing facility if the employee is suffering from symptoms of an acute gastrointestinal illness.
- D. The person in charge may remove a restriction for an employee upon the resolution of symptoms as reported by an employee that handles edible cannabis and cannabis products if the employee states that he or she no longer has any symptoms of an acute gastrointestinal illness.
- E. Only the Department shall remove exclusions or restrictions, or both, related to diagnosed illnesses due to infectious agents specified in this Chapter after the Department provides a written clearance stating that the excluded or restricted employee is no longer considered infectious.

(Ord. 2017-0060 § 3, 2017.)

11.37.120 - Training Program

- A. The cannabis facility operator shall implement a training program to ensure that all employees, including the person in charge, present at the premises are provided information, training, and shall have adequate knowledge of cannabis safety procedures and protocols, which, at minimum, shall include, but not be limited to the following:
 1. All cannabis facility employees within 30 calendar days of the start of employment shall be trained in all health and safety hazards, hazards presented by all solvents or chemicals used at the premises as described in the material safety data sheet for each solvent or chemical. All employees shall review all emergency procedures, security procedures, record keeping requirements, and training requirements.
 2. Prior to independently engaging in any commercial cannabis activity, the cannabis facility employee shall be trained on the overview of the cannabis facility operation and all standard operating procedures, all quality control procedures, and all hazard analysis and control procedures as appropriate. The employee shall be trained on the proper and safe usage of equipment or machinery as applicable and safe work practices applicable to an employee's job tasks. This shall include appropriate usage of any necessary safety or sanitary equipment, cleaning and maintenance requirements, and emergency operations, including shutdown procedures, or any additional information reasonably related to an employee's job duties.
 3. All cannabis facilities that produce or manufacture edible cannabis products shall ensure that all employees who prepare, handle, or package edible cannabis products successfully complete a food handler course accredited by the American National Standards Institute (ANSI) within 90 days of commencing employment at the premises and again every three years thereafter. Applicable employees shall complete the ANSI-accredited food handler course no later than 90 calendar days after the effective date of the public health permit. The cannabis facility operator shall obtain documentation evidencing the fulfillment of this requirement.
 4. The cannabis facility operator shall ensure that all personnel receive annual refresher training to cover, at minimum, the topics listed in this section. This annual refresher training must be completed within 12 months of the previous training completion date.
- B. The cannabis facility operator shall maintain a record which contains at minimum, but not limited to:
 1. An annual confirmation by the cannabis facility operator that the employee has received and understood all information and training provided in the training program.
 2. A list of all employees at the premises, including at minimum, name and job duties of each.
 3. Documentation of training topics and dates of training completion for all employees.
 4. Training topics and dates of refresher training completion for all employees.
 5. The signature of the employee and the cannabis facility operator verifying receipt and understanding of each training or refresher training completed by the employee.
 6. Any official documentation attesting to the successful completion of required training by the employee.

- C. The cannabis facility operator may assign the responsibility for ensuring compliance by an employee with the requirements of this Chapter to the person in charge. The assigned person in charge must have the education, training, experience, or a combination thereof necessary to ensure the production of clean and safe cannabis and cannabis products by all employees. The designated person in charge shall sign and date a document on an annual basis attesting that the supervisor has received and understood all information and training provided in the training program. This documentation shall be maintained as part of the record requirements.

(Ord. 2017-0060 § 3, 2017.)

Part 4 - INSPECTION OF CANNABIS FACILITIES

11.37.130 - Inspection.

- A. The Department shall have the right to enter a cannabis facility to conduct an inspection during the facility's hours of operation to inspect the premises of the facility and enforce compliance with this Chapter, and applicable State and local public health laws and regulations.
- B. Inspections shall consist of at least two unannounced site visits conducted per year by the Department to determine compliance with this Chapter; applicable State public health laws and regulations; and with the requirements of the public health permit issued and any additional investigations conducted in response to complaints received by the Department or other licensing entities, alleging that a cannabis facility is not operating in compliance with the requirements of its public health permit, and to determine compliance with this Chapter and applicable State public health laws and regulations.
- C. The person in charge of the cannabis facility shall allow the Department's inspectors access to all areas of the cannabis facility during the cannabis facility's hours of operation to inspect the cannabis facility premises, storage areas, equipment, production, labeling, and packaging processes, and conveyances used in the manufacture, storage, or delivery of cannabis and cannabis products, or any place at which cannabis or cannabis products are sold, cultivated, or stored, or at any site where evidence of activities are allegedly taking place.
- D. Inspections shall include review of all pertinent records including, but not limited to, the track and trace system, plans required by the Department, and standard operating procedures. The person in charge of the cannabis facility shall provide records upon request to the Department.
- E. The Department shall be granted access to conduct investigations concerning the adulteration and misbranding of cannabis and cannabis products, unpermitted cannabis operations, and overall sanitation of any cannabis facility including the ability to enter and inspect any place where any cannabis or cannabis product is reasonably suspected of being manufactured or held in violation of this Chapter or State or local laws and regulations.
- F. When the operator, person in charge, or employee of a cannabis facility fails to fully cooperate with the Department's inspectors and/or investigation by not allowing access to the facility areas and/or records required by this Chapter, that act or omission shall be a violation of this Chapter, and shall subject the cannabis facility to the immediate suspension or revocation of its public health permit.

(Ord. 2017-0060 § 3, 2017.)

11.37.140 - Cannabis and Cannabis Product Quality Assurance.

- A. The Department or its designee may collect from a cannabis facility samples of cannabis and cannabis product, at no cost to the Department, to verify compliance with the cannabis and cannabis product laboratory testing and labeling requirements from a cannabis facility during the cannabis facility's operational hours without advance notice.
- B. The Department may secure any sample or specimen of any cannabis product or ingredients used therein by the cannabis facility and make analyses or examinations of any sample obtained.
- C. The Department shall provide the cannabis facility operator with a receipt or documentation of sample(s) collected prior to leaving the premises.

- D. A copy of the results of the sample analysis shall be provided to the person in charge of the cannabis facility.
- E. The Department may take an enforcement action necessary to protect the health of the public depending on the testing results and analysis of the sample or samples collected at the cannabis facility.

(Ord. 2017-0060 § 3, 2017.)

Part 5 - ENFORCEMENT

11.37.150 - Public Health Permit Suspension and Revocation.

- A. Any cannabis facility public health permit issued to a permittee may be suspended or revoked by the Department for a violation of the requirements of this Chapter or Part 7 of Chapter 8.04, or State and local laws or regulations. Any cannabis facility, or portion of a microbusiness, for which the public health permit has been suspended or revoked shall close and cease doing business and remain closed until the permit has been reinstated or reissued by the Department.
- B. Whenever the Department finds that a cannabis facility is not in compliance with the requirements of this Chapter or State and local laws or regulations, a written notice of violation that contains a required compliance date shall be issued to the permittee. If the permittee fails to correct the violation within the specified time, the Department shall issue to the permittee a written notice setting forth the permit violations found by the Department. The notice shall inform the permittee of a right to a compliance review, if requested, to show cause why the permittee's public health permit should not be suspended or revoked. A permittee must make a written request to the Department for a compliance review within 10 calendar days of service of the notice, or correct the violation. A failure to request a compliance review within 10 calendar days after service of the notice shall be deemed a waiver of the right to a compliance review, and may subject the permittee's permit to immediate suspension by the Department.
- C. The compliance review shall be held within 15 calendar days of the Department's receipt of the permittee's written request for a compliance review. Upon written request by the permittee, the compliance review officer may postpone any compliance review date, if circumstances warrant such action, or cancel the compliance review if the permittee's violations are corrected as verified by the Department.
- D. At the compliance review, the Department's compliance review officer shall hear testimony and read and consider document submissions from the permittee and Department representatives.
- E. The compliance review officer shall issue and serve a written decision to the permittee within 15 working days following the compliance review. In the event of suspension or revocation, the decision shall specify the permit violations that were found to exist and/or continue, the extent of the suspension of the permit, and the actions required for correction of the continuing violations. If the permittee's public health permit has been revoked, the decisions shall state the reasons for the revocation.
- F. Notwithstanding any other provision of this Chapter, if any immediate danger to the public health or safety is found or is reasonably suspected, unless the danger is immediately corrected, the Department may immediately suspend the permittee's public health permit and order the cannabis facility immediately closed, pending the determination of a compliance review. Immediate danger to the public health or safety shall include any condition, based upon inspection findings or other evidence, that can cause, or is reasonably suspected of causing, infection, illness or disease transmission, or any known or reasonably suspected hazardous condition.
 - 1. Whenever a public health permit is suspended as the result of an immediate danger to the public health or safety, the Department shall issue to the permittee a notice setting forth the violations that have caused the immediate danger, specifying the sections of this Chapter or State and local laws or regulations, allegedly violated, and informing the permittee of the right to a compliance review.
 - 2. At any time within 10 calendar days of service of a notice pursuant to subsection G, the permittee may request, in writing, a compliance review before a compliance review officer to show cause why the public health permit suspension is not warranted. The compliance review shall be held within 15 calendar days of the receipt of a request for a compliance review. A failure to request a compliance review within 10 calendar days shall be deemed a waiver of the right to such compliance review.

- H. The Department may, after providing opportunity for a compliance review, modify, suspend, or revoke a public health permit for serious or repeated violations of the requirements of this Chapter or State and local laws and regulations, or for interference in the performance of the inspection and investigations duties of the Department.
- I. A public health permit may be reinstated, or a new public health permit issued, if the Department determines that conditions which prompted the suspension or revocation no longer exist.

(Ord. 2017-0060 § 3, 2017.)

11.37.160 - Recall of Cannabis And Cannabis Products.

- A. All cannabis facilities shall establish and implement a written procedure approved by the Department for the recall of cannabis and cannabis products that are determined to be misbranded or adulterated in accordance with the requirements of State and local laws or regulations. Recall procedures shall include, but not limited to:
 - 1. Factors which dictate a recall.
 - 2. Employees responsible for implementing the recall procedures.
 - 3. Notification protocols, including:
 - a. A mechanism to immediately notify the Department.
 - b. A mechanism to notify all customers that have, or could have, obtained the product, including communication and outreach via media, as necessary and appropriate.
 - c. A mechanism to notify any operator of a cannabis facility that was supplied or received the recalled product.
 - d. Instructions to the general public and/or other cannabis facilities for the return and/or destruction of the recalled product.
 - 4. The person in charge of the cannabis facility shall provide the following information to the Department upon request to assist in the recall investigation:
 - a. Source of the implicated cannabis or cannabis product.
 - b. Name, contact information, and State license number of the distributor and manufacturer.
 - c. Complete distribution list including name, address, and contact information; and product identification information (e.g. batch number, lot number, product coding, etc.).
- B. Cannabis or cannabis products that are subject to recall or embargo because they are or are reasonably suspected of being adulterated or misbranded shall include, but are not limited to, the following circumstances:
 - 1. Laboratory testing reports show presence of pesticide residues not permitted for use on cannabis, or a residual of permitted or approved pesticide above that which has been determined as safe in sampled cannabis or cannabis products.
 - 2. Retail cannabis and cannabis product found to have contaminant levels exceeding those established as permissible by the State, which shall be considered to be a failed contaminant test.
 - 3. Use of solvents that were not approved for use.
 - 4. If a test is found to contain levels above those established by the State agency, of any mold, mildew, or filth that could be toxic if consumed.
 - 5. If the THC content of a cannabis product is determined through testing not be homogenous, within the allowable margin of error as established by applicable State regulations, then it shall be considered to have failed potency testing.
 - 6. Cannabis product contains of undeclared allergens.
- C. The Department may initiate a recall investigation.

- D. When the Department has evidence that any cannabis or cannabis products are adulterated or misbranded, the Department, shall notify the permittee and order the cannabis facility to immediately cease activities related to the manufacturing, sale and distribution of all cannabis and cannabis products that have been identified as being potentially adulterated or misbranded. The Department may, after consultation with the State, order a recall or embargo of any adulterated or misbranded cannabis or cannabis products if the manufacture, distribution, or sale of the product would create or pose an immediate and serious threat to human life or health.
- E. Upon confirmation by the Department or other licensing entity that the identified cannabis or cannabis product is adulterated or misbranded, the Department may issue orders to permittees regarding the required movement, segregation, isolation, or destruction of the adulterated or misbranded cannabis and cannabis products, and may order those to be held in place, embargoed, or quarantined. It is unlawful for any person or permittee to move or allow to be moved any cannabis or cannabis products that is subject to an order issued pursuant to this Chapter, unless that person has first obtained written authorization from the Department.
- F. The Department shall provide the permittee an opportunity for an informal review proceeding on the matter, as determined by the Department, within five days, on the actions required by the Department's recall order and on why the quarantined or embargoed cannabis or cannabis product should not be recalled. Following the proceeding, the order may be affirmed, modified, or set aside as determined appropriate by the Department.
- G. A permittee shall follow its recall procedures for the collection, storage and destruction of any recalled cannabis products. Such procedures shall include, but are not limited to, the following requirements:
 - 1. All recalled cannabis and cannabis products that are intended to be destroyed shall be quarantined for a minimum of 72 hours. The product held in quarantine shall be subject to auditing from the Department.
 - 2. Following the quarantine period, the permittee shall render the recalled cannabis product unusable and unrecognizable, and the rendering shall be recorded on video and maintained by the permittee for inspection by Department or other licensing entities.
 - 3. A permittee shall dispose of chemical, dangerous, or hazardous waste in a manner consistent with Federal, State, and local laws. This requirement shall include, but is not limited to, recalled products containing pesticide or other agricultural chemicals, and flammable solvents or other chemicals used for the purpose of producing manufactured cannabis batches.
 - 4. A permittee shall not dispose of recalled product in an unsecured waste receptacle that is not in the possession and/or control of the permittee.
- H. All recalled cannabis and cannabis products shall be separated and stored in a manner that shall prevent the contamination of other cannabis or cannabis products.
- I. A permittee shall use the track-and-trace system database and on-site documentation to ensure that recalled cannabis or cannabis products intended for destruction are identified, weighed, and tracked while on the premises and when disposed of in accordance with State law and regulation, and local laws.

(Ord. 2017-0060 § 3, 2017.)

11.37.170 - No Conflict With State Law.

This Chapter is not intended to conflict with State law. This Chapter shall be interpreted to be compatible with State enactments and in furtherance of the public health and safety purposes that those enactments encompass.

(Ord. 2017-0060 § 3, 2017.)

11.37.180 - No Conflict With Federal Law.

This Chapter is not intended to conflict with federal law or stand as an obstacle or conflict with any efforts made by the federal government to enforce federal laws related to Cannabis related activities.

(Ord. 2017-0060 § 3, 2017.)

11.37.190 - Severability.

If any section, subsection, subdivision, clause, sentence, phrase, or portion of this Chapter is held unconstitutional or invalid or unenforceable by any court or tribunal of competent jurisdiction, the remaining sections, subsections, subdivisions, clauses, phrases or portions of this measure shall remain in full force and effect, and to this end the provisions of this Chapter are severable.

(Ord. 2017-0060 § 3, 2017.)

11.37.210 - Effective Date.

The requirements of this Chapter shall not take effect in the unincorporated areas of the County of Los Angeles, unless and until the County board of supervisors allows all or certain specified commercial cannabis activities as a zoned permitted use within specified zones within the unincorporated areas of the County of Los Angeles.

(Ord. 2017-0060 § 3, 2017.)

11.37.220 - Adoption of Ordinance by Cities.

This ordinance shall be effective within the territorial jurisdiction of each city that incorporates the entirety of this ordinance into its municipal code by adoption or resolution. County shall enforce the provisions of this ordinance only if a city that has incorporated this ordinance into its municipal code, and enters into a service agreement with the County, as approved by the board of supervisors, for public health regulatory services for commercial cannabis activities to be performed by County. Should the contract between the city and County expire or be terminated, neither the County nor the County Health Officer shall have an obligation to enforce this ordinance or public health laws regarding commercial cannabis activities within the territorial limits of that city.

(Ord. 2017-0060 § 3, 2017.)

Chapter 11.38 - WATER AND SEWERS

Parts:

Part 1 - DEFINITIONS

11.38.010 - Abandoned water well.

"Abandoned water well" means a nonoperating well which is not maintained in conformity with Section 11.38.290 of this chapter.

(Ord. 10075 § 1 (part), 1970: Ord. 9375 § 2 (part), 1967: Ord. 7583 Part 3 Ch. 5 § 504.3, 1959.)

11.38.015 - Average Annual Rainfall.

"Average annual rainfall" means the average annual amount of precipitation for a location over a year as measured by the nearest National Weather Service station for the preceding three decades. For example, the data set used to make a determination in 2016 would be between 1981 - 2010.

(Ord. 2018-0037 § 3, 2018.)

11.38.018 - Cesspool.

"Cesspool" means an excavation with permeable sides and/or bottom that receives untreated sewage, wastewater, or drainage and is designed to retain organic matter or solids but permits liquids to seep through the bottom or sides.

(Ord. 2018-0037 § 4, 2018.)

11.38.020 - Chemical toilet.

"Chemical toilet" means a privy structure constructed over a tank into which human fecal matter or urine is to be deposited, the tank designed to contain a disinfecting or bactericidal chemical solution.

(Ord. 7583 Part 3 Ch. 5 § 531, 1959.)

11.38.025 - Covenant.

"Covenant" means a written agreement between the property owner and the Director that runs with the land for the benefit of the County, which is recorded and filed with the Los Angeles County Registrar-Recorder/County Clerk.

(Ord. 2018-0037 § 5, 2018.)

11.38.030 - Cross-connection.

"Cross-connection" means any connection, physical or otherwise, between an approved water supply system and any nonapproved water supply system, or any condition, connection or arrangement between any domestic water supply system and any plumbing fixture, or any tank, receptacle, equipment or device through which it may be possible for nonpotable, used, unclean, polluted or contaminated water or other substance to enter any part of such domestic water system, under any condition.

(Ord. 7583 Part 3 Ch. 5 § 501, 1959.)

11.38.033 - Domestic Wastewater.

"Domestic wastewater" means wastewater normally discharged from plumbing fixtures, appliances, and other household devices including toilets, sinks, showers, bathtubs, kitchen sinks, laundry washing machines, dishwashing machines, and garbage disposals. Domestic wastewater includes wastewater normally discharged from commercial buildings such as office buildings, retail stores, and restaurants with a properly sized and functioning grease interceptor where, the wastewater does not exceed nine hundred (900) mg/L Biochemical Oxygen Demand (BOD) or from industrial facilities where domestic wastewater is segregated from industrial wastewater. Domestic wastewater does not include onsite wastewater treatment systems receiving a majority of its wastewater from recreational vehicle (RV) holding tank discharges, such as at RV dump stations.

(Ord. 2018-0037 § 6, 2018.)

11.38.035 - Effluent.

"Effluent" means sewage or partially treated sewage flowing out of a septic tank, aerobic treatment unit, dispersal system, or other onsite wastewater treatment system component.

(Ord. 2018-0037 § 7, 2018.)

11.38.040 - Electrode well.

"Electrode well" means any artificial excavation in excess of 50 feet deep, constructed by any method for the purpose of installing electrodes or electrical conductors, including, but not limited to, cathodic protection wells and grounding rod wells.

(Ord. 10075 § 1 (part), 1970: Ord. 9375 § 2 (part), 1967: Ord. 7583 Part 3 Ch. 5 § 504.2, 1959.)

11.38.042 - Failing Onsite Wastewater Treatment System.

"Failing onsite wastewater treatment system" means a conventional or non-conventional onsite wastewater treatment system that is no longer able to safely treat or discharge wastewater, which may present a health risk to humans or adversely impact the environment. Factors that evidence a failing onsite wastewater treatment system include, but are not limited to:

- A. A backup of sewage into a structure which is caused by a septic tank or dispersal system malfunction other than a plumbing line blockage.
- B. A discharge of sewage or effluent to the ground surface.
- C. A septic tank that requires pumping more than two (2) times within a one hundred eighty (180) day period in order to provide adequate dispersal of sewage.
- D. A structural failure that causes effluent to discharge at a location other than where intended or allows groundwater to infiltrate the system.

- E. A system affects or will likely affect groundwater or surface water to a degree that makes the water unfit for drinking or other domestic uses or causes a human health hazard or other public nuisance condition.
- F. Inability to use the onsite wastewater treatment system as intended.

(Ord. 2018-0037 § 8, 2018.)

11.38.044 - Feasibility Report.

"Feasibility report" means the documents, test results, and geological reports required to be prepared and submitted to the Director in order to demonstrate the feasibility of installing an onsite wastewater treatment system or a non-conventional onsite wastewater treatment system, including the entirety of any future expansion area.

(Ord. 2018-0037 § 9, 2018.)

11.38.046 - Future Expansion Area.

"Future expansion area" means an area designated and tested as the location for an additional dispersal system capable of handling one hundred (100) percent of the wastewater from the onsite wastewater treatment system once the original dispersal system fails.

(Ord. 2018-0037 § 10, 2018.)

11.38.048 - Groundwater.

"Groundwater" means water located below the land surface in the saturated zone of the soil or rock. Groundwater includes perched water tables, shallow water tables, and zones that are seasonally or permanently saturated.

(Ord. 2018-0037 § 11, 2018.)

11.38.050 - Health hazard.

"Health hazard" means any faulty operating condition, water treatment practice or method of distribution which creates, or may create, a danger to the well-being of any consumer.

(Ord. 7583 Part 3 Ch. 5 § 502, 1959.)

11.38.052 - Impaired Water Body.

"Impaired water body" means those surface water bodies or segments thereof that are identified on a list approved first by the State Water Resources Control Board and then approved by the U.S. Environmental Protection Agency (EPA) pursuant to Section 303(d) of the Federal Clean Water Act.

(Ord. 2018-0037 § 12, 2018.)

11.38.055 - Non-Conventional Onsite Wastewater Treatment System (NOWTS).

"Non-conventional onsite wastewater treatment system" or (NOWTS) means an onsite wastewater treatment system that utilizes, in addition to the septic tank, one (1) or more supplemental treatment components and may include an alternative dispersal system. Supplemental treatment may include systems to reduce the nitrogen concentration of the effluent, provide disinfection of the effluent, or both.

(Ord. 2018-0037 § 13, 2018.)

11.38.060 - Nonactive water well.

"Nonactive water well" is one which is not in active use, but which is maintained in conformance with the provisions of Section 11.38.290 of this chapter.

(Ord. 9375 § 2 (part), 1967; Ord. 7583 Part 3 Ch. 5 § 504.4, 1959.)

11.38.070 - Nonconforming electrode well.

"Nonconforming electrode well" means one which, as of October 2, 1970, the effective date of the ordinance codified in this section, has not been constructed in conformance with Section 11.38.240, or is not maintained in conformance with Section 11.38.290 of this chapter.

(Ord. 10075 § 2 (part), 1970; Ord. 7583 Part 3 Ch. 5 § 504.5, 1959.)

11.38.075 - Onsite Wastewater Treatment System (OWTS).

"Onsite wastewater treatment system" or (OWTS) means a sewage disposal system consisting of a wastewater holding tank and a method to dispose of treated effluent below the ground surface. The term OWTS refers to both conventional and non-conventional onsite wastewater treatment systems.

(Ord. 2018-0037 § 14, 2018.)

11.38.078 - OWTS Requirements and Procedures.

"OWTS requirements and procedures" means the required standards and procedures promulgated by the Director for the installation, operation, and discharge of effluent by conventional and non-conventional OWTS.

(Ord. 2018-0037 § 15, 2018.)

11.38.080 - Privy Structure.

"Privy structure" means a room or compartment constructed over a water tight vault or tank, into which human fecal matter or urine is to be deposited.

(Ord. 2018-0037 § 16, 2018; Ord. 7583 Part 3 Ch. 5 § 530, 1959.)

11.38.090 - Sanitary defect.

"Sanitary defect" means any faulty structural condition, whether of location, design or construction of collection facilities, treatment works or distribution works, which may regularly or occasionally prevent satisfactory purification of the water supply, or cause it to be contaminated or polluted.

(Ord. 7583 Part 3 Ch. 5 § 503, 1959.)

11.38.092 - Seepage Pit.

"Seepage pit" means an excavation at least ten (10) feet deep and three (3) to six (6) feet in diameter, typically cylindrical in shape with six (6) inches of rock between the pit wall and a concrete or brick liner, constructed for the purpose of disposing of sewage effluent from a septic tank or treatment tank.

(Ord. 2018-0037 § 17, 2018.)

11.38.094 - Septic Tank.

"Septic tank" means a water tight, compartmentalized, covered receptacle designed for primary treatment of wastewater and constructed to:

- A. Receive wastewater discharged from a building.
- B. Separate settleable solids from liquid.
- C. Digest organic matter by anaerobic bacterial action.
- D. Store digested solids.
- E. Clarify wastewater for further treatment with final subsurface discharge.

(Ord. 2018-0037 § 18, 2018.)

11.38.096 - Sewage.

"Sewage" means waste substance, liquid or solid, which contains or may contain human or animal excreta or excrement.

(Ord. 2018-0037 § 19, 2018.)

11.38.098 - Telemetric Monitoring.

"Telemetric monitoring" means the ability to automatically measure and transmit OWTS data by wire, radio, or other means.

(Ord. 2018-0037 § 20, 2018.)

11.38.100 - Toilet room and toilet facilities.

"Toilet room" means a room in which is located at least a water flush toilet. "Toilet facilities" means and includes water flush toilet, chemical toilets, pit privies and any other type of toilet.

(Ord. 7583 Part 3 Ch. 5 § 529, 1959.)

11.38.110 - Water supply system.

"Water supply system" means and includes the works and auxiliaries for collection, storage, treatment and distribution of water from the source to the free-flowing outlet of the ultimate consumer.

(Ord. 7583 Part 3 Ch. 5 § 504, 1959.)

11.38.120 - Water well.

"Water well" means any drilled, excavated, jetted or otherwise constructed excavation which is used or intended to be used to extract water from or inject water into the underground for any purpose, or to observe or test underground waters. This definition shall not include:

- A. Saltwater wells;
- B. Wells under the jurisdiction of the state of California, Division of Oil and Gas, except those wells converted to use as water wells; or
- C. Wells used for the purpose of dewatering excavation during construction, or stabilizing hillsides or earth embankments.

(Ord. 10075 § 1 (part), 1970: Ord. 9375 § 2 (part), 1967: Ord. 7583 Part 3 Ch. 5 § 504.1, 1959.)

Part 2 - WATER AND WATER WELLS

11.38.130 - Domestic water—Sanitation standards designated.

Every person supplying water for domestic or human consumption shall supply the water free from contamination or pollution so as to comply with the bacteriological drinking water standards as set forth in the United States Public Health Service Drinking Water Standards.

(Ord. 7583 Part 3 Ch. 5 § 507, 1959.)

11.38.140 - Water supply—Permit or other compliance required.

It is unlawful for any person to supply water from a newly constructed water system, or from a newly constructed portion of a water system, without valid permits as may be required by the director therefor, or until such construction complies with all of the provisions of this Division 1.

(Ord. 7583 Part 3 Ch. 5 § 508, 1959.)

11.38.150 - Permit—Well construction.

- A. No person shall drill, dig, bore, deepen or excavate any well, or destroy an existing well, without first making application and securing a well construction permit from the director.
- B. No person shall convert any industrial, oil or irrigation well for use as a domestic water well, without first making application and securing a well construction permit from the director.

(Ord. 2005-0053 § 7, 2005: Ord. 11992 § 2, 1979: Ord. 10075 § 1 (part), 1970: Ord. 9375 § 1 (part), 1967: Ord. 7583 Part 3 Ch. 5 § 523, 1959.)

11.38.155 - Permit—Well yield test.

No person shall perform a well yield test for the purpose of establishing water availability for residential and commercial development without first making application and securing a well yield test permit from the director.

(Ord. 2005-0053 § 8, 2005.)

11.38.160 - Well construction permit—Application and issuance conditions.

- A. Applications for a well construction permit, as described in Section 11.38.150, shall be made on forms provided for that purpose by the director. All applicable fees, as provided for in Chapter 8.04 of Title 8, shall be paid at the time of application.
- B. The application shall include the name and address of the well owner and the well driller, the location of the proposed or existing well, a workplan that details the type of casing, the manner of sealing the casing, the method of destruction, where applicable and any other data required by the director.
- C. Upon receipt of an application, the director shall make an investigation. If the applicant has complied with all applicable laws and regulations, and the drilling, digging, boring, excavating, converting, destruction or design of the well will not create a condition which, in the opinion of the director, can pollute or contaminate the underground water or the water produced by the well, the director shall approve the workplan. A workplan approval remains valid for 180 days from the date of issuance.
- D. The well driller shall provide notification to the director at least two business days prior to the placement of the sanitary seal.
- E. Upon witnessing the placement of the annular seal for a new well or the final decommissioning seal, and all other requirements being met, the director shall approve the final inspection.
- F. When the director has received a copy of the well completion report, as defined in Section 13751 of the California Water Code, the director shall issue a well construction permit.

(Ord. 2005-0053 § 9, 2005: Ord. 11992 § 4, 1979: Ord. 10075 § 1 (part), 1970: Ord. 9375 § 2 (part), 1967: Ord. 7583 Part 3 Ch. 5 § 523.2, 1959.)

11.38.165 - Well yield permit—Application and issuance conditions.

- A. Applications for well yield testing permit as described in 11.38.155 shall be made on forms provided for that purpose by the director. All applicable fees, as provided for in Chapter 8.04 of Title 8 shall be paid at the time of application.

- B. The application shall include the name and address of the well owner and the well driller, and the name of the well yield tester, the location of the proposed or existing well, the type of casing, the manner of sealing the casing, and any other data required by the director.
- C. When the well yield test has been completed to the satisfaction of the director and documentation of laboratory analysis showing that the water quality meets the primary bacteriological and chemical requirements of the Safe Drinking Water Standards, is provided to the department, a water availability approval shall be issued by the director for the purpose of obtaining a building permit. Well yield test results are valid for three (3) years from the date of approval.

(Ord. 2005-0053 § 10, 2005.)

11.38.170 - Permit—Scope of work authorized—Suspension or revocation conditions.

A permit shall be valid only for the location described on the permit. Construction, reconstruction or destruction of a well shall be carried out in compliance with all applicable regulations and requirements of the director of public health and with all ordinances and laws of the county of Los Angeles and of the state of California, and shall comply with the terms and conditions specified in the permit. If any of such conditions, regulations, ordinances or laws are not complied with, the director of public health may suspend or revoke the permit by mailing or personally serving written notice of suspension or revocation upon the applicant.

(Ord. 2006-0040 § 103, 2006: Ord. 10075 § 1 (part), 1970: Ord. 9375 § 2 (part), 1967: Ord. 7583 Part 3 Ch. 5 § 523.3, 1959.)

11.38.180 - Permit—Hearings following denial, suspension or revocation.

Any person whose application for a permit has been denied, or whose permit has been suspended or revoked, may petition the director for a hearing. Such petition shall be in writing, signed by the applicant, and shall set forth in detail the facts and reasons upon which his petition is based. The time limit within which the petition must be filed is 20 business days following the date on which the notice of denial, suspension or revocation was mailed to the applicant. Notice of the time and place of the hearing shall be given to the applicant not less than five business days prior to such hearing, either by registered mail or in the manner required for the service of summons in civil actions. At the time and place set for the hearing, the director will give the applicant and other interested persons an adequate opportunity to present any relevant facts. The director may place any person involved in the matter, including the applicant, under oath. The director may, when he deems it necessary, continue any hearing by setting a new time and place and by giving notice to the applicant of such action. At the close of the hearing, or at any time within 10 days thereafter, the director will order such disposition of the application or permit as he has determined to be proper, and will make such disposition known to the applicant.

(Ord. 10075 § 2 (part), 1970: Ord. 7583 Part 3 Ch. 5 § 523.4, 1959.)

11.38.190 - Wells—Location restrictions concerning contamination.

It is unlawful for any person to drill, dig, excavate or bore any water well in any location in which sources of pollution or contamination are known to exist, or at such location whereby such

water may become contaminated or polluted when the well is properly constructed and maintained.

(Ord. 9375 § 1 (part), 1967: Ord. 7583 Part 3 Ch. 5 § 516, 1959.)

11.38.200 - Wells—Location restrictions concerning flooding.

It is unlawful for a person to drill, dig, excavate or bore a water well in any location which is subject to flooding or inundation, unless it is protected from flooding or inundation and the location and method of protection approved by the director.

(Ord. 7583 Part 3 Ch. 5 § 518, 1959.)

11.38.210 - Wells—Location restrictions concerning sewage disposal and animal keeping areas.

- A. It is unlawful for a person to drill, dig, excavate or bore a water well within 100 feet of a seepage pit or cesspool, within 50 feet of a sewage disposal field, a private or public sewer, privy, or place where animals or fowl are kept. Where special hazards are involved, the distance required may be increased or special construction required, as may be directed by the director.
- B. Where perforations or screens are located at or over 100 feet below the ground surface and where sealed and maintained in accordance with Section 11.38.290 of this chapter, or in such other circumstances as he determines lesser distances will not subject the water to contamination or pollution, the director may authorize lesser distances than those specified in this section.

(Ord. 9375 § 1 (part), 1967: Ord. 7583 Part 3 Ch. 5 § 517, 1959.)

11.38.220 - Existing wells—New well requirements applicable when.

- A. All water wells used to supply domestic water shall conform to the requirements of a new water well, except the director may accept substitute methods when he finds it is impractical to fully meet such requirements and if he determines the substitute methods satisfactorily accomplish the intended purpose.
- B. Existing wells shall meet requirements for new wells regarding protection from flooding or contamination, or such protection which the director determines to be equivalent.

(Ord. 9375 § 1 (part), 1967: Ord. 7583 Part 3 Ch. 5 § 525, 1959.)

11.38.230 - Construction of wells—Casing specifications.

- A. All water wells drilled, dug, or bored after August 11, 1967, shall have a durable, watertight casing, which shall extend to a depth that will exclude contamination or pollution by surface drainage and undesirable groundwater, and extend at least 18 inches above the surrounding natural ground level at the well site after drilling and until the pump is permanently mounted.
- B. All gravel-packed wells shall have an outside, watertight casing meeting the requirements of subsection A of this section. The top of the space between the outer and inner casings shall be closed or sealed to exclude surface drainage. The space between the outer casing and the drill hole shall be sealed as required by Section 11.38.280 of this chapter. When an additional pipe is provided for a "gravel chute," the top thereof shall extend above the floor or ground level, and be fitted with a tight cap or lid, unless in a locked room or an enclosure which is locked, bolted or screwed on tightly.

(Ord. 9375 § 1 (part), 1967: Ord. 7583 Part 3 Ch. 5 § 520, 1959.)

11.38.240 - Electrode wells—Construction specifications.

All electrode wells constructed after October 2, 1970, shall be constructed to the satisfaction of the director in such a manner as to exclude contamination or pollution of any usable underground water.

(Ord. 10075 § 1 (part), 1970: Ord. 7583 Part 3 Ch. 5 § 520.1, 1959.)

11.38.250 - Construction of wells—Slab, pedestal and curtain wall requirements—Exemptions.

All water wells drilled, dug, excavated, or bored after August 11, 1967, shall be provided with:

- A. A watertight, reinforced-concrete slab of a minimum thickness of six inches shall extend horizontally at least three feet from the well casing in all directions. The concrete slab shall adequately slope so as to drain water away from the well casing. The top surface of the slab at its outer edge shall be at least four inches above the surrounding ground level. This slab need not be provided, or the size and method of construction thereof may be modified, when the protection intended by this requirement or the exception of subsection D of this section is provided by an alternate method approved by the director.
- B. For pumps or pump motors installed above the well casing, the pump or motor shall be mounted on a concrete pedestal constructed around the well casing and sealed thereto, the top of which is at least eight inches above the finished grade at the well site and at least four inches above the slab surrounding such well.
- C. The pedestal and slab (and curtain wall, if required to protect an existing well) shall be poured monolithically, or otherwise constructed as approved by the director, to effectively prevent leakage between the pedestal and the slab.
- D. Exemptions. Means or methods other than those specified in subsections B or C of this section may be used to provide the required protection when the director determines such alternates are necessary and that they provide equivalent protection. A submersible-type pump may be installed with subsurface discharge and access when all subsurface entrances to the well or casing, other than into the aquifer, are effectively sealed, the enclosure is designed and constructed to exclude surface water or drainage, the area around the casing is provided with effective drainage, and other protective features are provided which the director determines will effectively prevent contamination or pollution from entering the well or the aquifer.

(Ord. 9375 § 1 (part), 1967: Ord. 7583 Part 3 Ch. 5 § 521, 1959.)

11.38.255 - Wells—Shared wells.

Any well intended to be shared with one to three residences other than the primary residence, shall demonstrate a safety factor in well capacity to the satisfaction of the director.

(Ord. 2005-0053 § 11, 2005.)

11.38.270 - Domestic water—Disinfection procedures and standards.

Every new, repaired or reconstructed domestic water well, after completion of construction, repair or reconstruction, and before being placed in service, shall be thoroughly cleaned of all foreign substances. The well, including the gravel used in gravel-packed wells, the pump, and all

portions of equipment coming in contact with well water, shall be disinfected with a solution containing at least 50 parts per million available chlorine, which shall remain in the well for a period of at least 24 hours, or by an equivalent method of disinfection satisfactory to the director, and such procedure shall be repeated, as necessary, to produce water meeting bacteriological standards as set forth in State Drinking Water Standards. No well water from a new or reconstructed well shall be used for domestic purposes until the water meets such bacteriological and chemical requirements.

(Ord. 2005-0053 § 13, 2005: Ord. 10075 § 1 (part), 1970: Ord. 8588 § 2 (part), 1964: Ord. 7583 Part 3 Ch. 5 § 525.1, 1959.)

11.38.275 - Well yield testing—Authorized tester.

Well yield testing to determine an adequate and sustainable source of water shall be performed by a California Registered Geologist, or a California Registered Engineer or class A General Engineering Contractor, or C-57, or C-61 (D-21) license issued by the State of California.

(Ord. 2005-0053 § 14, 2005.)

11.38.280 - Domestic water—Sealing required.

All domestic water wells and springs shall be sealed with concrete or other impervious material so as to protect against surface or subsurface contamination or pollution.

(Ord. 9375 § 1 (part), 1967: Ord. 7583 Part 3 Ch. 5 § 513, 1959.)

11.38.285 - Wells—Well seal inspection required.

No person shall pour the sanitary seal of the annular space between the casing and the borehole wall unless the director is present to witness the placement of sealing material.

(Ord. 2005-0053 § 15, 2005.)

11.38.290 - Wells—Sealing required when.

All water wells and electrode wells shall be kept sealed and maintained in a manner that will prevent the entrance of pump leakage, surface drainage, or any other contamination or pollution into the well or the aquifer, except that nonconforming electrode wells need not comply with this section until such time as the electrode is expended, or the well is reconstructed, or the well is no longer being used for its intended purpose, unless, in the judgment of the director, such exception constitutes a threat to the quality of an aquifer.

(Ord. 10075 § 1 (part), 1970: Ord. 9375 § 1 (part), 1967: Ord. 7583 Part 3 Ch. 5 § 519, 1959.)

11.38.295 - Wells—Depth of seal required.

The annular seal of all new or reconstructed wells shall extend a minimum of 50 feet below grade, or a greater amount, if in the judgment of the director, such additional depth is necessary to prevent ground water contamination.

(Ord. 2005-0053 § 16, 2005.)

11.38.300 - Domestic water—Apparatus for disinfection and venting.

All domestic water wells shall be provided with a pipe or other effective means through which chlorine or other disinfecting agents may be introduced directly into the well. The pipe, if provided, shall be extended to a height equal to the pump pedestal or at least eight inches above the finish grade, shall be kept sealed, and shall be provided with a threaded or equivalently secure cap. Equivalent protection for excluding contamination from the well shall be provided for subsurface-pump discharge installations. If an air-relief vent is used, it shall terminate downward and be screened and protected against the possibility of contaminating material entering the vent.

(Ord. 9375 § 1 (part), 1967; Ord. 7583 Part 3 Ch. 5 § 522, 1959.)

11.38.310 - Wells—Discharge lines.

All pump discharge lines shall leave the well at a higher elevation than the top of the casing.

(Ord. 7583 Part 3 Ch. 5 § 526, 1959.)

11.38.320 - Log requirements.

Any person who has drilled, dug, excavated or bored a water well shall, within 30 days after completion of the drillings, digging, excavating or boring of such water well, furnish the director with a complete log of such water well. This log shall include the type of casing, the depth of the well, the number and location of the perforations in the casing, and any other data required by the director. A copy of the log providing such information submitted to state agencies shall satisfy this requirement.

(Ord. 9375 § 1 (part), 1967; Ord. 7583 Part 3 Ch. 5 § 515, 1959.)

11.38.330 - Destruction of water wells.

All water wells, unless made to comply with Sections 11.38.280 and 11.38.290 of this chapter, shall be destroyed to the satisfaction of the director by filling with cement grout, puddled clay or similar impervious material as approved by the director, to thoroughly seal the well, including all voids, annular spaces, gravel envelopes, or other spaces, as necessary to protect the aquifer.

(Ord. 10075 § 1 (part), 1970; Ord. 7583 Part 3 Ch. 5 § 524, 1959.)

11.38.340 - Destruction of electrode wells.

All electrode wells, unless in compliance with Section 11.38.240 of this chapter, shall be destroyed to the satisfaction of the director, in such a manner as to exclude contamination or pollution of any usable underground water.

(Ord. 10075 § 2 (part), 1970: Ord. 7583 Part 3 Ch. 5 § 524.1, 1959.)

11.38.350 - Inlets from public water supply—Backflow prevention restrictions.

No person shall install or allow to exist any inlet discharging water from a public water supply to be used for domestic or human consumption or industrial purposes in or into any tank, cistern, reservoir or receptacle for storage or use of water on the consumer's premises unless such inlet discharges such water at a height at least double the diameter of the inlet pipe above the maximum possible high-water level of such tank, cistern, reservoir or other receptacle for the storage or use of water, or unless such inlet is equipped with an approved backflow preventer. A backflow preventer is a device or means to prevent backflow into the potable water system.

(Ord. 7583 Part 3 Ch. 5 § 512, 1959.)

11.38.360 - Pipelines—Disinfection procedures.

Every new water main and every repaired section of an existing water main must be cleared of coliform bacteria by the proper application of chlorine in sufficient quantities to give a minimum of 50 parts per million of available chlorine. The new or repaired pipe shall be thoroughly flushed before and after chlorination. If the first application of chlorine is not sufficient, the procedure shall be repeated until the water will meet the standards set forth in the United States Public Health Service Drinking Water Standards. Means or methods providing equivalent treatment may be used if approved by the director.

(Ord. 10075 § 1 (part), 1970: Ord. 7583 Part 3 Ch. 5 § 509, 1959.)

11.38.370 - Domestic water—Reservoirs and tanks—Protection from contamination.

- A. Durable protection and substantial covers shall be provided and maintained for each reservoir, tank, cistern, standpipe or other structure used for distribution or storage of domestic water. Covers shall be watertight, and shall be constructed so as to provide drainage away from the structure. All openings for ventilation shall be screened with corrosion-resistant screen not coarser than one-fourth-inch mesh to exclude rodents and birds, or with 16-mesh screen when such screen is necessary to control mosquito or insect breeding in such reservoir. All manholes shall be constructed with curbs raised above the surrounding surface, and installed in a manner to prevent roof or surface drainage from entering the structure. When it is determined by the director that it is impractical, due to size, shape or other unusual conditions, to provide and maintain a cover as provided for in this section, adequate treatment and protection of the water shall be provided as required and approved by the director.
- B. Any reservoir, standpipe, cistern, forebay, tank, weir box, receptacle, or any other form of installation used for the production, distribution or storage of any domestic water supply or water used for human consumption, shall be securely protected against pollution or contamination.

(Ord. 9375 § 1 (part), 1967: Ord. 7583 Part 3 Ch. 5 § 514, 1959.)

11.38.380 - Cross-connections—Prohibited.

It is unlawful for any person to have, keep, maintain, install or allow the existence of a cross-connection.

(Ord. 7583 Part 3 Ch. 5 § 527, 1959.)

11.38.390 - Cross-connections—Corrections to comply with Building Code.

Any device, fixture or equipment installed for the purpose of eliminating a cross-connection shall be of a type in compliance with and installed in accordance with the Building Code. (See Title 26 of the Los Angeles County Code.)

(Ord. 8588 § 1 (part), 1964: Ord. 7583 Part 3 Ch. 5 § 528, 1959.)

11.38.400 - Sanitary defects and health hazards—Prohibited when.

All domestic water supply systems shall be constructed and maintained free from sanitary defects and health hazards.

(Ord. 7583 Part 3 Ch. 5 § 505, 1959.)

11.38.410 - Sanitary defects and health hazards—Correction.

When it is determined by the director that a sanitary defect or a health hazard exists, the director may order whatever steps he deems necessary to insure the safety of the water supply for the protection of the public health.

(Ord. 7583 Part 3 Ch. 5 § 506, 1959.)

11.38.420 - Equipment or chemicals that may cause pollution—Sale and use restrictions.

No person shall advertise, sell or offer for use or sale any water-treating chemical or substance, water-using or water-operated equipment, mechanism or contrivance, which may cause contamination or pollution of the domestic water supply. Such devices may be permitted when equipped with backflow protection devices meeting the requirements of the Building Code.

(Ord. 8588 § 2 (part), 1964: Ord. 7583 Part 3 Ch. 5 § 528.1, 1959.)

11.38.430 - Chlorination—Required when—Procedures.

Upon notice by the director to the owner or operator of a water supply system, such owner or operator shall thoroughly cleanse and chlorinate any reservoir, tank, well, spring or pipe used in the production, distribution or storage of any domestic water or water used for human consumption, as directed by the director, to insure the safety of the water. When chemical disinfection is employed, the dosage or rates of application shall at all times be sufficient to

provide adequately disinfected water at all points of the distribution system. The director may order continuous automatic disinfection for any water supply when, in his opinion, such treatment is necessary for the protection of the public health.

(Ord. 7583 Part 3 Ch. 5 § 510, 1959.)

11.38.440 - Chlorination—Recordkeeping and testing.

All suppliers of domestic water, when required by the director to use continuous chlorination, shall add chlorine in sufficient quantity to insure the bacteriological safety of the water at all points in the distribution system. A free-chlorine residual shall be maintained at all times at sampling points approved by the director. Routine chlorine residual tests shall be made daily, and permanent records kept of such tests. Copies of the records shall be furnished the director upon request.

(Ord. 7583 Part 3 Ch. 5 § 511, 1959.)

Part 3 - PRIVIES, CHEMICAL TOILETS, AND CESSPOOLS

11.38.450 - Reserved.

11.38.460 - Reserved.

11.38.470 - Reserved.

11.38.480 - Backflow prevention devices.

- A. Qualified Testers. No person shall test and make reports on backflow prevention devices as required in Title 17 of the California Code of Regulations unless he has a certificate of competence issued by the director. The director may conduct examinations to determine the competency of any person desiring to test and make reports on backflow prevention devices for the purpose of complying with the requirements of Title 17 of the California Code of Regulations. Those persons who have been determined by the director to be competent shall receive from the director a certificate of competence. It is unlawful for any person to maintain a backflow prevention device unless it is tested at least annually.
- B. Test Required. Backflow prevention devices which have been installed to meet the requirements of Title 17 of the California Code of Regulations shall be tested at least once each calendar year by a person having received a certificate of competence from the director. Records of such tests shall be filed with the director within 30 days after such tests, upon forms provided by the director.
- C. Devices in Good Repair. It is unlawful to use any backflow prevention device installed to meet the requirements of Title 17 of the California Code of Regulations unless it is in good repair. Devices which are defective shall be repaired and tested immediately upon being put into use, and a report of such shall be filed with the director within 30 days after such test.
- D. Director may distribute to the public a list of those persons certified under paragraph A. above and may charge \$159.00 for inclusion on such list.

(Ord. 2006-0040 § 105, 2006: Ord. 93-0055 § 14, 1993; Ord. 8588 § 2 (part), 1964: Ord. 7583 Part 3 Ch. 5 § 528.2, 1959.)

11.38.490 - Privies—Location Restrictions.

A privy or privy structure shall only be installed in remote public or private recreation areas, where there is no running water or practical means of sewage disposal. Privies shall only be permitted to be installed where they are accessible for servicing by a seepage/sewage pumping vehicle. A privy or privy structure shall not be in close proximity of any food establishments of any kind or character. A privy or privy structure shall not be associated with any residential dwelling. When determined by the Director that necessity for permitted privy or privy structure no longer exists, the Director may revoke the permit. No person shall continue to maintain a privy after the permit for maintenance thereof has been revoked. Whenever any privy or privy structure is to be abandoned or no longer in service, notification shall be provided to the Director, and destruction of the privy or privy structure shall be accomplished in a manner approved by the Director.

(Ord. 2018-0037 § 25, 2018: Ord. 7583 Part 3 Ch. 5 § 537, 1959.)

11.38.500 - Privies—Construction Specifications.

It is unlawful to erect or maintain a privy unless a suitable shelter is provided to afford privacy and protection from the elements. The openings of such structure shall be enclosed by metal mosquito-screening. The door thereof shall be so constructed as to close automatically by means of a spring or other device.

The construction of the privy structure shall be such as to exclude all rodents, flies and other insects from the tank or vault. The privy structure shall be maintained in good repair, in a clean and sanitary condition, and free from flies, other insects and rodents, and shall be properly ventilated. The tank or vault where waste is held shall be made of a water tight material and all seams or joints shall be water tight. The privy structure over the tank or vault shall completely cover the tank or vault and shall be mounted on a cement or masonry foundation at least four (4) inches wide and extending at least six (6) inches above and twelve (12) inches below ground level. The tank or vault shall be at least four (4) feet deep and shall be provided with a vent at least six (6) inches in cross-Sectional dimension, extending from the pit to a point higher than the highest point of the roof. Such vent shall be effectively screened. There shall be an access port to allow cleaning of the tank or vault by a sewage cleaning and carrying vehicle.

(Ord. 2018-0037 § 26, 2018: Ord. 8588 § 1 (part), 1964: Ord. 7583 Part 3 Ch. 5 § 535, 1959.)

11.38.510 - Privies—Maintenance.

The tank or vault of a privy shall not be permitted to become filled with excreta nearer than two (2) feet from the surface of the ground. The content of the privy shall be pumped out as needed by a seepage/sewage pumping vehicle permitted by the Director.

(Ord. 2018-0037 § 27, 2018: Ord. 7583 Part 3 Ch. 5 § 536, 1959.)

11.38.520 - Earthen Pit Privies and Cesspools—Construction Prohibited.

The construction of new earthen pit privies and cesspools is prohibited. An earthen pit privy currently in existence may continue to be used until it is determined that the cesspool has failed, is contaminating groundwater, or a building permit is issued to modify the residential structure served by the earthen pit privy.

(Ord. 2018-0037 § 28, 2018: Ord. 7583 Part 3 Ch. 5 § 534, 1959.)

11.38.530 - Privies—Contamination of Water Prohibited.

It is unlawful for any person to construct, maintain or keep a privy in any location in which it may contaminate or pollute any stream, channel, pond, lake, reservoir or any source of water. In no case shall a privy be constructed, maintained, or kept less than one hundred (100) feet from any stream, water channel, spring, or well, and two hundred (200) feet from any pond, lake, reservoir or infiltration gallery.

(Ord. 2018-0037 § 29, 2018: Ord. 7583 Part 3 Ch. 5 § 538, 1959.)

11.38.535 - Chemical Toilets.

Chemical toilets are intended to serve non-residential, limited use activities, such as field labor operations, special events, and temporary construction sites where connection to the sewer or construction of an OWTS is not practicable. Except for those activities covered under California Occupational Health and Safety requirements or businesses permitted by the Department of Regional Planning to operate under electric transmission lines, the use of chemical toilets at a location for over three (3) days requires a public health permit.

(Ord. 2018-0037 § 30, 2018.)

11.38.540 - Chemical toilets—Construction and maintenance.

It is unlawful to erect or maintain a chemical toilet unless it complies with the following:

- A. Chemical toilets shall have a suitable structure to afford privacy and protection from the elements, and be constructed to exclude all rodents, flies and other insects. All openings of the structure to the outside shall be enclosed with metal mosquito-screening. The door shall be constructed as to be self-closing. A vent or window shall be provided for light during daylight hours. Artificial light shall be provided when the chemical toilets is to be used at night.
- B. The walls and ceilings of the structure shall be reasonably smooth and well painted in a light color, and be capable of withstanding repeated washing and scrubbing.
- C. Chemical-toilet storage tanks shall be enclosed within the structure, properly vented, watertight, and in good repair.
- D. The toilet seat shall be a commercial, split-front type, oval in shape, with a smooth, impervious surface, and installed so as to be easily cleaned. The seat shall be centered over the hole to prevent the deposition of fecal matter on sides of the drop tube. The drop tube shall have sides that are installed vertically or flared out at the connection to the tank.
- E. The metal drop tube beneath the toilet seat shall follow the shape of the toilet seat and fit smoothly into the top of the tank enclosure. It shall have a noncorrosive surface. There shall be no cracks or rough edges around this opening or in the entire bench. Circular openings shall be permitted only if their diameter is at least equal to the largest dimension of the toilet seat opening.
- F. The maximum distance between the inside edge of the opening between the toilet seat and the front of the tank enclosure shall be two inches.

- G. All structures intended for male use shall contain a urinal located at least 20 inches from the toilet seat openings. The urinal shall be made from durable, noncorrosive, impervious material finished with smooth surfaces and proper slopes so that it is easily cleaned and readily drains. A splash board of similar material at least eight inches higher than the overflow rim shall be provided. Hoses or pipes used to drain urinals shall be a minimum of one inch inside diameter, shall be securely attached, and shall be constructed of a noncorrosive, watertight, easily cleanable material. The urinal shall be designed to minimize splashing.
- H. The toilet structure shall be adequately ventilated with openings screened with 16-mesh screen or equal. These ventilation openings shall contain at least four square feet of total area.
- I. The chemical toilet structure shall be sufficiently large to provide adequate space for the users, with the minimum width or depth equal to three feet, six inches.
- J. Each chemical toilet structure shall have painted thereon, in clear letters at least three inches in height, the name of the owner and the company number of the unit.
- K. A suitable device for holding toilet paper shall be provided.
- L. The interior of the structure and tanks shall be cleaned at least once a week while the units are in use and more frequently when necessary to maintain them in a clean and odorfree condition.
- M. Toilet paper shall be available at all times.
- N. After cleaning, there shall be placed in the tank a solution of a type which effectively controls odors. When initially filled, and at all times when in use, the tank shall contain sufficient solution to cover all solids accumulated and to prevent fly breeding.
- O. Sewage from chemical toilets shall be disposed of only in a sanitary sewer system approved by the director.
- P. Whenever chemical toilets are returned after a job, the interior shall be thoroughly cleaned and repainted when necessary.
- Q. A chemical toilet shall be located at least four feet from a property line, at least 20 feet from the nearest occupied residence, and at least 10 feet from a street or public sidewalk.
- R. A chemical toilet shall be kept clean and in good repair at all times.

(Ord. 8588 § 2 (part), 1964: Ord. 7583 Part 3 Ch. 5 § 535.1, 1959.)

11.38.550 - Toilets at construction sites.

There shall be not less than one toilet facility for each multiple of 20 employees, or fractional part thereof, work at a construction job site. for the purpose of this section, the term "construction site" shall mean the location on which actual construction of a building, structure, or facility, is in progress.

(Ord. 7583 Part 3 Ch. 5 § 539, 1959.)

11.38.560 - Public washrooms, toilet facilities, showers, and baths.

Every person maintaining a privy structure, toilet room, washroom, bath or shower room for the use of his employees, or the public, shall at all times keep the floors, walls, ceilings, toilet facilities, urinals, lavatories and other equipment therein in good repair and free from dirt, filth and corrosion. All baths, showers, lavatories and urinals, except urinals constructed in connection with a privy, shall be adequately supplied with running water. Rooms used for such facilities shall be well ventilated and lighted. All lavatories shall be kept supplied with soap and individual towels with a receptacle for their disposal. All toilet facilities shall be kept supplied

with toilet paper. In connection with every public toilet hereafter erected, there shall be maintained hand-washing facilities for the public and employees.

(Ord. 7583 Part 3 Ch. 5 § 533, 1959.)

11.38.570 - Facilities required—Business establishments and public gatherings.

It is unlawful for any person to conduct a business or place of public gathering unless there is provided, in a separate room and on the premises, adequate and conveniently located toilet facilities and lavatories. If, in the opinion of the director, the number of toilet facilities and lavatories is inadequate, he shall order additional toilet facilities or lavatories, or both, to be provided.

- A. If restroom facilities are made available for the public, clients, or employees, no person owning, controlling, or having charge of such accommodation or facility shall prohibit or prevent the use of such restroom facilities by a person with a physical handicap, regardless of whether that person is a customer, client, employee, or paid entrant to the accommodation or facility. Employee restrooms need not be made available if there are other restroom facilities available on the premises unless employee restroom facilities have been constructed or altered to accommodate the physically handicapped and such facilities are not available elsewhere on the premises.

Restroom facilities located within food establishments which are accessible only through the food preparation area shall be made available to persons requiring the use of Seeing-eye dogs by having an employee or other person escort the individual to the facility. No live animals shall be allowed in the food preparation area.

- B. The following definitions are applicable to this section:

1. "A person with a physical handicap" includes:

- a. An individual who has an impairment, either permanent or temporary in nature as follows:

- i. Impairments that affect ambulation due to cerebral palsy, poliomyelitis, spinal cord injury, amputation, arthritis, cardiac and pulmonary conditions and other conditions or diseases which reduce mobility, including aging,
- ii. Impairments that require the use of crutches, canes, wheelchairs, braces, walkers, or other ambulatory assistive devices,
- iii. Total blindness or impairments affecting sight to the extent that the individual functioning in public areas may be insecure or exposed to danger, and
- iv. Deafness or hearing impairments that may expose an individual to danger or insecurity;

- b. An individual who requests the use of the restroom facilities and states that because of a physical infirmity he or she requires immediate access to restroom facilities.

2. "Public accommodation or facility" means a building, structure, facility, complex, or improved area that is used by the general public and shall include those accommodations and facilities listed in Sections 19955 and 19955.5 of the Health and Safety Code.

- C. Nothing in this section requires the making of structural alterations, repairs, remodels, modifications, or additions not otherwise required by applicable local, state and/or federal law.
- D. Every restaurant or itinerant restaurant where alcoholic beverages are sold or given away for consumption on the premises shall be provided with, for the use of the public, at least one urinal for men, one water flush toilet for each sex, and at least one lavatory in conjunction with and convenient to each water flush toilet. If, in the opinion of the director, the number of urinals, water flush toilets or lavatories is inadequate, such additional facilities as he shall deem necessary shall be provided. There shall be adequate space provided in each toilet room to permit the use of these facilities without overcrowding.

(Ord. 2007-0089 § 98, 2007; Ord. 89-0033 § 1, 1989; Ord. 7583 Part 3 Ch. 5 § 532, 1959.)

11.38.580 - Facilities required—Theaters, clubs and other places for public assembly.

No person conducting, managing or operating any moving picture show or theater, dance hall, nightclub, circus, amusement park or other place of public amusement or public assemblage shall fail, refuse or neglect to comply with the following requirements:

- A. The floors, walls, ceilings, doors, windows, stairways, hallways and every other part thereof shall be maintained in good repair, in a clean, sanitary condition, and shall be painted or otherwise renovated whenever necessary.
- B. All rugs, carpets or other floor coverings, tables, chairs, seats, counters and all similar equipment shall be kept clean and in good repair.
- C. Suitable approved drinking fountains, with guarded angle jets and with properly adjusted water pressure, shall be provided and maintained in good condition.
- D. Exhaust fans and other ventilation equipment shall be provided, and shall be operated so as to keep the air in a reasonably fresh and wholesome condition whenever a building, or part thereof, is occupied as a place of public assemblage.

(Ord. 8588 § 2 (part), 1964; Ord. 7583 Part 3 Ch. 5 § 532.1, 1959.)

11.38.590 - Industrial waste—Discharge prohibited where—Exceptions.

- A. No person shall discharge, deposit, drain or place any material, liquid waste or other substance, directly or indirectly, into any channel, natural or artificial drain, watercourse, river, tributary, water or subsurface water, whether such water be fresh, salt or saline, or combinations of these, in such a manner which may liberate or produce any noxious or dangerous odors, or produce unsightly or offensive deposits, or which may be injurious, deleterious or dangerous to the health, or which may cause a nuisance or may cause an impairment of the quality of such waters, or which may adversely or unreasonably affect such waters for domestic, recreational or other beneficial uses.
- B. Exception: This section shall not apply in the unincorporated territory of the county or in those cities which have adopted county Ordinance 6130, on sewers and industrial waste, directly or by reference. (See Title 20 of this code.)

(Ord. 8588 § 2 (part), 1964; Ord. 7583 Part 3 Ch. 5 § 500.1, 1959.)

11.38.600 - Keeping animals or fowl—Restrictions—Contaminating water supply prohibited.

It shall be unlawful for any person to locate or maintain any animal or fowl in such manner or location whereby any portion of a domestic water supply system may become contaminated or polluted, or for any animal or fowl to be kept within 50 feet from any stream, water channel, spring, well, pond, lake, reservoir, infiltration gallery or underground water from which water may be drawn for domestic consumption.

(Ord. 7583 Part 3 Ch. 5 § 540, 1959.)

11.38.610 - Sewage discharge prohibited where—Abatement.

- A. When sewage, other than the discharge from an approved sewage-treatment plant, is overflowing or being discharged upon the surface of any premises, the director may order the occupant or occupants thereof who contribute to such overflow or discharge to abate the same forthwith.
- B. If such occupant or occupants fail to abate such overflow or discharge as ordered, the director may order such occupant or occupants to vacate the premises within 24 hours.

(Ord. 8588 § 2 (part), 1964; Ord. 7583 Part 3 Ch. 5 § 543, 1959.)

Part 4 - WATER CONSERVATION REQUIREMENTS FOR THE UNINCORPORATED LOS ANGELES COUNTY AREA

11.38.620 - Hose Watering Prohibition.

No person shall hose water or wash down any sidewalks, walkways, driveways, parking areas or other paved surfaces, except as is required for the benefit of public health and safety. Willful violation hereof shall be subject to a written warning for the first violation, and shall be an infraction punishable by a fine of \$500.00 for each day thereafter on which a violation occurs.

(Ord. 2015-0004 § 1, 2015; Ord. 2008-0052U § 1 (part), 2008; Ord. 91-0046U § 1 (part), 1991.)

11.38.630 - Watering of Lawns and Landscaping.

- A. No person shall water or cause to be watered any lawn or landscaping between the hours of 10:00 a.m. and 5:00 p.m.
- B. No person shall water or cause to be watered any lawn or landscaping more than once a day.
- C. No person shall water or cause to be watered any lawn or landscaping to such an extent that runoff into adjacent property, non-irrigated areas, private and public walkways, roadways, structures, adjoining streets, parking lots or alleys occurs due to incorrectly directed or maintained sprinklers or excessive watering.
- D. It shall be the duty of all persons who own or rent premises that have hoses, faucets and sprinkling systems to inspect for leaks, and to cause all leaks to be repaired as soon as is reasonably practicable.
- E. Willful violation hereof shall be subject to a written warning for the first violation, and shall be an infraction punishable by a fine of \$500.00 for each day thereafter on which a violation occurs.

(Ord. 2015-0004 § 2, 2015; Ord. 2008-0052U § 1 (part), 2008; Ord. 91-0046U § 1 (part), 1991.)

11.38.640 - Indoor Plumbing and Fixtures.

- A. It shall be the duty of all persons who own or rent premises that have accessible indoor plumbing and faucets to inspect for leaks, and to cause all leaks to be repaired as soon as is reasonably practicable.
- B. Willful violation hereof shall be subject to a written warning for the first violation, and shall be an infraction punishable by a fine of \$500.00 for each day thereafter on which a violation occurs.

(Ord. 2015-0004 § 3, 2015; Ord. 2008-0052U § 1 (part), 2008; Ord. 91-0046U § 1 (part), 1991.)

11.38.650 - Washing Vehicles.

No motor vehicle, boat, trailer, or other type of mobile equipment may be washed, except at a commercial carwash or with reclaimed water, unless such vehicle is washed by using a hand-held bucket or a water hose equipped with an automatic shutoff nozzle. No person shall leave a water hose running while washing a vehicle or at any other time. Willful violation hereof shall be subject to a written warning for the first violation, and shall be an infraction punishable by a fine of \$500.00 for each day thereafter on which a violation occurs.

(Ord. 2015-0004 § 4, 2015: Ord. 2008-0052U § 1 (part), 2008: Ord. 91-0046U § 1 (part), 1991.)

11.38.660 - Public Eating Places.

No restaurant, hotel, cafeteria, café, or other public place where food is sold or served shall serve drinking water to any customer unless specifically requested to do so by such customer. Willful violation hereof shall be subject to a written warning for the first violation, and shall be an infraction punishable by a fine of \$500.00 for each day thereafter on which a violation occurs.

(Ord. 2015-0004 § 5, 2015: Ord. 2008-0052U § 1 (part), 2008: Ord. 91-0046U § 1 (part), 1991.)

11.38.670 - Decorative Fountains.

No person shall use water to clean, fill, or maintain levels in decorative fountains, ponds, lakes, or other similar aesthetic structures unless such water flows through a recycling system. Willful violation hereof shall be subject to a written warning for the first violation, and shall be an infraction punishable by a fine of \$500.00 for each day thereafter on which a violation occurs.

(Ord. 2015-0004 § 6, 2015: Ord. 2008-0052U § 1 (part), 2008: Ord. 91-0046U § 1 (part), 1991.)

11.38.680 - Procedural Requirements.

The Director of Public Works, with input and concurrence from the Director of Public Health, shall periodically review the provisions of this Part and recommend necessary updates to the Board of Supervisors. The review of these provisions and preparation of resulting recommendations, if any, shall be performed, at a minimum, every two years following the first review, which shall be completed by December 31, 2010.

(Ord. 2015-0004 § 7, 2015: Ord. 2008-0052U § 1 (part), 2008.)

Part 5 - REQUIREMENTS FOR ONSITE WASTEWATER TREATMENT SYSTEMS

11.38.700 - Discharge of Material or Liquid.

- A. No person shall allow sewage, domestic or industrial wastewater, or any matter or substance, offensive, injurious, or dangerous to health, to empty, flow, seep, or drain onto the surface of any land.
- B. No person shall allow sewage, treated effluent, or any matter or substance, offensive, injurious, or dangerous, to health to empty, flow, seep, or drain into, or affect any well, spring, stream, river, lake or other waters.
- C. A violation of this Section is declared a public nuisance.

(Ord. 2018-0037 § 31, 2018.)

11.38.710 - OWTS Requirements and Procedures.

The Director shall promulgate the OWTS requirements and procedures within thirty (30) calendar days of the adoption of this ordinance. The OWTS requirements and procedures shall be made available to the public at no charge, upon request. The Director shall review the requirements and procedures a minimum of once every five (5) years and amend the OWTS requirements and procedures as necessary to protect the health of the public and the waters of the State. The Director shall provide notice to the public of any proposed change(s) and provide members of the public an opportunity to comment prior to implementation.

(Ord. 2018-0037 § 31, 2018.)

11.38.720 - Onsite Wastewater Treatment Systems—Plan Review and Permit Requirements.

- A. The Director shall have the authority to require the submission of any plans and specifications pertaining to or impacting onsite wastewater treatment systems. Such plans include, but are not limited to, subdivision of parcels where a public sewer is not available, building expansion, and the addition of a structure on a parcel of property utilizing an onsite wastewater treatment system.
- B. A person proposing to construct, install, alter or repair any onsite wastewater treatment system or part thereof, or a privy structure shall submit an application and receive plan approval from the Director in accordance with the requirements of this Chapter and Title 28, Plumbing Code, including Appendix H, of the Los Angeles County Code and with the OWTS requirements and procedures prior to any work being performed.
- C. A person proposing to construct or expand a building or other structure, upon which property an onsite wastewater treatment system or non-conventional onsite wastewater treatment system is installed, shall submit an application and receive a plan approval from the Director. The Director's evaluation of the proposed construction or expansion plan shall determine whether the new building, structure or expansion interferes with the existing onsite wastewater treatment system or any future expansion area required by Los Angeles County Code, Title 28, Plumbing Code.
- D. An application shall be made on forms provided for that purpose by the Director. Any required fee shall be paid at the time of application.
- E. The Director's approval of an onsite wastewater treatment system plan under this Section is separate from, and does not constitute compliance with, any permit requirements contained elsewhere in this code, including, but not limited to, the requirements under this Title 11 for obtaining a renewable operating permit for NOWTS and any requirements under Title 28, Plumbing Code for obtaining a permit for the construction or installation of an OWTS.
- F. All onsite wastewater treatment systems must be installed in accordance with the plans as approved by the Director. Any changes in the installation plans must be reviewed and approved by the Director prior to installation.
- G. Any plan approval issued by the Director shall be valid for one (1) year from the date of approval. If a property owner has not obtained a building permit within one year, a property owner may request an extension of the plan approval for up to one (1) additional year. If the property owner has not obtained a building permit within two (2) years, the property owner must submit a new application meeting the requirements of the most recent version of the California Plumbing Code, and pay the required fee.

(Ord. 2018-0037 § 31, 2018.)

11.38.730 - Restrictions on Use of OWTS when a Public Sewer is Available.

The Director shall not issue a permit for a new onsite wastewater treatment system, approve the repair or replacement of an onsite wastewater treatment system, nor approve a project requiring the evaluation of an existing onsite wastewater treatment system if a public sewer is available within two hundred (200) feet of the building or proposed building.

(Ord. 2018-0037 § 31, 2018.)

11.38.740 - Limitations on Sub-Divisions without Public Sewer Available.

Land development projects including Conditional Use Permits (CUP) and parcel sub-division projects where a public sewer is not available and that are proposed after the effective date of this ordinance, shall require the installation of a non-conventional onsite wastewater treatment system if the parcel size is smaller than the allowable density values in the following table for a single family dwelling unit, or its equivalent. The requirement for a NOWTS requires recordation of a covenant through the County Office of the Registrar-Recorder/County Clerk as part of the approval of the CUP or approval of the new parcels.

Average Annual Rainfall (inches/year)	Allowable Density Value (acres/single family dwelling unit)
0 - 15	2.5
>15 - 20	2
>20 - 25	1.5
>25 - 35	1
>35 - 40	0.75
>40	0.5

(Ord. 2018-0037 § 31, 2018.)

11.38.750 - Horizontal Setback Requirements.

OWTS shall not be installed in such a manner that any of its components are located within the horizontal setbacks identified in the following table.

Minimum Horizontal Distance in Clear Required From:	Septic Tank	Disposal Field	Seepage Pit

Buildings or Structures ¹	5 feet (1.52 meters)	8 feet (2.44 meters)	8 feet (2.44 meters)
Property line adjoining private property	5 feet (1.52 meters)	5 feet (1.52 meters)	8 feet (2.44 meters)
Public Water Well, Where depth of effluent dispersal system >10 feet ^{7,8}	200 feet (61 meters) ⁸		200 feet (61 meters)
Public Water Well, Where depth of effluent dispersal system ≤10 feet ⁷	150 feet (45.7 meters)	150 feet (45.7 meters)	
Springs, and Flowing Surface Water ^{7,9}	100 feet ⁹ (30.5 meters)	100 feet ^{6,9} (30.5 meters)	150 feet ^{6,9} (45.7 meters)
Vernal Pools, Wetlands, Lakes, Ponds, or Other (Non-Flowing) Surface Water Bodies ^{7,10}	200 feet ¹⁰ (61 meters)	200 feet ^{6,10} (61 meters)	200 feet ^{6,10} (61 meters)
Seepage pits	5 feet (1.52 meters)	5 feet (1.52 meters)	12 feet (3.66 meters)
Disposal field	5 feet (1.52 meters)	4 feet ⁴ (1.22 meters)	5 feet (1.52 meters)
On site domestic water service line	5 feet (1.52 meters)	5 feet (1.52 meters)	5 feet (1.52 meters)
Distribution box		5 feet (1.52 meters)	5 feet (1.52 meters)
Pressure public water main	10 feet (3.05 meters)	10 feet (3.05 meters)	10 feet (3.05 meters)
Private Water Wells ⁷	100 feet (30.5 meters)	100 feet (30.5 meters)	150 feet (45.72 meters)
Monitoring wells ¹¹	100 feet (30.5 meters)	100 feet (30.5 meters)	100 feet (30.5 meters)

Unstable Land Mass or Areas Subject to Earth Slides ¹²	100 feet (30.5 meters)	100 feet (30.5 meters)	100 feet (30.5 meters)
High Water Mark of Reservoir, Lake, or Flowing Water Body, Type I ¹³	400 feet (122 meters)	400 feet (122 meters)	400 feet (122 meters)
High Water Mark of Reservoir, Lake, or Flowing Water Body, Type II ¹⁴	200 feet (61 meters)	200 feet (61 meters)	200 feet (61 meters)
Trunk of any tree ¹⁵	10 feet (3.05 meters)	10 feet (3.05 meters)	10 feet (3.05 meters)

*Notes:

When disposal fields and/or seepage pits are installed in sloping ground, the minimum horizontal distance between any part of the leaching system and ground surface shall be fifteen (15) feet (4.57 meters).

1. Including decks, patios, porches and steps, whether covered or uncovered, breezeways, roofed porte-cocheres, roofed patios, carports, covered walks, covered driveways, and similar structures or appurtenances.
2. Reserved.
3. Reserved.
4. Plus two (2) feet (.61m) for each additional one (1) foot (.305 meters) of depth in excess of one (1) foot (.305 meters) below the bottom of the drain line. (See also Section K 6 in Appendix K of the Plumbing Code.)
5. Reserved.
6. These minimum clear horizontal distances shall also apply between disposal field, seepage pits, and the ocean mean higher high tide line.
7. Where special hazards are involved, the distance required shall be increased as may be directed by the authority having jurisdiction.
8. If the depth of the effluent dispersal system exceeds twenty (20) feet (6.1 meters) and is within six hundred (600) feet (182.88 meters) of a public water well, the setback must be such that there is at least two-year travel time for microbiological contaminants.
9. Includes springs and flowing surface water bodies where the edge of that water body is the natural or levied bank for creeks and rivers, or may be less where site conditions prevent migration of wastewater to the water body.
10. Distance from vernal pools, wetlands, lakes, ponds, or other surface water bodies where the edge of that water body is the high water mark for lakes and reservoirs, and the mean high tide line for tidally influenced water bodies.
11. Where regulatory or legitimate data requirements necessitate, the required distance to monitoring wells may be decreased as may be directed by the authority having jurisdiction. If the monitoring well is installed to monitor the groundwater at the waste effluent discharge, the setbacks do not apply.
12. Unstable land mass or areas subject to earth slides shall be identified by a registered engineer or registered geologist; other setback distances are allowed, if recommended by a geotechnical report prepared by a qualified professional.
13. Four hundred (400) feet (121.92 meters) from the high water mark of a reservoir, lake, or flowing water body when the effluent dispersal system is within one thousand two hundred (1,200) feet (365.76 meters) from a public

water systems' surface water intake point, within the catchment of the drainage, and located such that it may impact water quality at the intake point such as upstream of the intake point for flowing water bodies.

14. Two hundred (200) feet (60.96 meters) from the high water mark of a reservoir, lake, or flowing water body when the effluent dispersal system is located more than one thousand two hundred (1,200) feet (365.76 meters) but less than two thousand five hundred (2,500) feet (762 meters) from a public water systems' surface water intake point, within the catchment of the drainage, and located such that it may impact water quality at the intake point such as upstream of the intake point for flowing water bodies.
15. For oak trees, this requirement extends to five (5) feet (1.52m) outside of the drip line or fifteen (15) feet (4.57 meters) from the trunk, whichever is greater.

In the event of inconsistencies between the setback requirements specified in the Los Angeles County Plumbing Code, Title 28, Appendix H, the California Well Standards, and Chapter 38, Part 2 of this code, the more restrictive requirements shall prevail.

(Ord. 2018-0037 § 31, 2018.)

11.38.760 - Requirements for Soil Depth and Vertical Distance to Groundwater.

- A. A conventional OWTS shall have a minimum five (5) feet of natural undisturbed soil, excluding bedrock, below the bottom of a leach line, leach bed, or infiltrative chamber.
- B. A conventional OWTS shall have a minimum five (5) feet of separation from the bottom of the leach line, leach bed, or infiltrative chamber and the highest known groundwater level if the percolation rate is five (5) minutes per inch to sixty (60) minutes per inch.
- C. A conventional OWTS shall have a minimum of twenty (20) feet of vertical separation from the bottom of the leach line, leach bed, or infiltrative chamber and the highest known groundwater if the percolation rate is greater than one (1) minute per inch but less than five (5) minutes per inch.
- D. A NOWTS shall have a minimum of three (3) feet of natural undisturbed soil, excluding bedrock, below the bottom of the leach line, leach bed, or infiltrative chamber.
- E. A NOWTS shall have a minimum of two (2) feet of separation from the bottom of the leach line, leach bed, or infiltrative chamber and the highest known groundwater level, except in areas near impaired water bodies where the minimum distance shall be three (3) feet.
- F. Any OWTS utilizing a seepage pit shall have a minimum separation of ten (10) feet from the bottom of the pit to the highest known groundwater.

(Ord. 2018-0037 § 31, 2018.)

11.38.770 - Structural Requirements for Septic Tanks.

It shall be unlawful to install a septic tank in a manner that does not comply with the following requirements:

- A. All new or replacement tanks shall be approved by the International Association of Plumbing and Mechanical Officers (IAPMO) or stamped and certified by a California registered civil engineer as meeting industry standards and installation shall be accomplished to the manufacturer's recommendations.
- B. New and replacement tanks on conventional OWTS shall be equipped with an effluent filter to prevent solids in excess of 3/16th of an inch from passing to the dispersal area. Septic tanks that use a National Sanitation Foundation/American National Standards Institute (NSF/ANSI) Standard forty-six (46) effluent filter shall be deemed in compliance with this requirement.

- C. All joints between the septic tank and its components shall be watertight and constructed of solid, durable materials to prevent excessive corrosion or decay.
- D. The invert level of the inlet pipe shall be at least two inches higher than the invert level of the outlet pipe.
- E. All septic tank access points shall have watertight risers the tops of which are set not more than six (6) inches below grade. Access openings at grade or above shall be locked or secured to prevent unauthorized access.

(Ord. 2018-0037 § 31, 2018.)

11.38.780 - OWTS Utilizing Pumps to Move Effluent.

OWTS that utilize pumps to move effluent to the septic tank or from the septic tank to the dispersal system shall:

- A. Be equipped with a visual, audible, or telemetric alarm that alerts the owner or service provider in the event of pump failure.
- B. Provide sufficient additional storage space in the second compartment of the septic tank or pump chamber during a twenty-four (24) hour power outage or pump failure and shall not allow an emergency overflow discharge. The capacity for the storage space shall be equal to 60 - 75 percent of the interior capacity of the pipes to be dosed.

(Ord. 2018-0037 § 31, 2018.)

11.38.790 - Percolation Rates for Dispersal Fields.

As an alternative to the percolation rates required in Appendix H of Los Angeles County Code, Title 28 (Plumbing Code), proposed OWTS utilizing a leach bed, leach field, or infiltrative chamber may report percolation test results as Minutes Per Inch (MPI). Percolation rates in MPI shall be either:

- A. In the range between five (5) MPI and sixty (60) MPI for use with a conventional OWTS.
- B. In the range between one (1) MPI and 4.9 MPI with a separation between the bottom on the dispersal system and groundwater of at least twenty (20) feet.

(Ord. 2018-0037 § 31, 2018.)

11.38.800 - Interconnection of Dispersal Systems.

Upon installation of a new dispersal system, the new system shall be interconnected with the existing system with an approved flow diversion device to allow for the alternating use of the two dispersal systems.

(Ord. 2018-0037 § 31, 2018.)

11.38.810 - Prohibition on the Use of Seepage Pits for New Construction.

- A. The use of a seepage pit is prohibited for use with construction of onsite wastewater treatment systems for new buildings with applications submitted after the effective date of this ordinance, unless the system is equipped with additional treatment that meets the requirements of a NOWTS.

- B. Notwithstanding Section A, the use of a seepage pit in conjunction with a conventional OWTS is permitted for new construction for single unit dwellings with four (4) or fewer bedrooms.

(Ord. 2018-0037 § 31, 2018.)

11.38.820 - Evidence of a Failing OWTS.

Whenever the Director is made aware that an OWTS is at risk of failing, the Director shall send a letter directing the property owner to have the system evaluated by a qualified contractor within seven (7) calendar days to determine whether the system must be repaired or replaced. If the evaluation reveals that the system requires repair or replacement the property owner shall:

- A. Prevent any further discharges of sewage by having the system pumped by a sewage pumper truck at a frequency that will prevent overflow.
- B. Follow any directive issued by the Director that is necessary to protect groundwater or prevent surfacing of sewage effluent.
- C. Complete all repairs within a time determined by the Director.

(Ord. 2018-0037 § 31, 2018.)

11.38.830 - When a NOWTS is Required.

- A. A NOWTS is required to be installed for new construction when any of the following conditions exist:
 - 1. The percolation rate is faster than 5.12 gallons per square foot per day for a replacement seepage pit.
 - 2. A seepage pit is proposed for installation at a new building other than a single unit dwelling with four (4) or fewer bedrooms.
 - 3. The percolation rate for a leach field or leach bed system is faster than one (1) MPI or greater than one (1) MPI but less than 4.9 MPI and groundwater is within twenty (20) feet of the bottom of the dispersal system for a new or replacement OWTS.
 - 4. There is less than five (5) feet but at least two (2) feet of continuous, natural, undisturbed soil beneath a dispersal system.
 - 5. The property of the proposed system is within six hundred (600) feet of an impaired water body that is listed for pathogens or nitrogen and no established Total Maximum Daily Load (TMDL) for that water body is present.
 - 6. The property of the proposed system is within the area defined by an Advanced Protection Management Program (APMP) established by a TMDL implementation plan.
- B. A NOWTS proposed to be installed in the areas of the Antelope Valley within the jurisdiction of the Lahontan Regional Water Quality Control Board (LRWQCB) shall not be required to include a disinfection system.
- C. In addition to the circumstances listed in A above, the Director may require the installation of a NOWTS as a condition of a variance to setback requirements for repair of a failed existing system. All variances shall comply with the OWTS requirements and procedures to the maximum extent possible.

(Ord. 2018-0037 § 31, 2018.)

11.38.840 - Minimum Conditions for Authorization to Install a NOWTS.

All NOWTS shall meet the following minimum conditions:

- A. The system shall be certified by an agency accredited by the American National Standards Institute (ANSI) as meeting the National Sanitation Foundation (NSF) Standard two hundred forty-five (245) or the system shall be approved by the Director after completing a demonstration test described in the OWTS requirements and procedures.
- B. NOWTS requiring a disinfection system, shall be certified by an ANSI accredited agency as meeting NSF Standard forty-six (46) for disinfection devices.
- C. The septic tank shall be part of the NSF certified system, certified by the IAPMO, or evaluated by the local plumbing official and determined to be Plumbing Code equivalent.
- D. The NOWTS shall be equipped with a visual or audible alarm as well as a telemetric alarm that notifies the owner and the service provider of the NOWTS in the event of system malfunction. If the property requiring an NOWTS is in a location where telemetric monitoring is not possible, more frequent physical inspections are required per Section 11.38.880.
- E. The owner shall record a covenant against the title of the property meeting the requirements of Section 11.38.890.
- F. The owner, prior to approval of the NOWTS, shall enter into and maintain in effect at all times throughout the operational life of the system, a contract signed by both the property owner and a service provider certified by the components' manufacturer. The contract shall include:
 - 1. Telemetric monitoring of the system for component failures or quarterly inspections of the disinfection system when telemetric monitoring is not available.
 - 2. Annual inspections of the system or more frequent routine maintenance as recommended by the manufacturer when telemetric monitoring is available.
 - 3. Any required sampling of influent and effluent based on the system type, age, and location.
- G. The Director may, at any reasonable time, require samples to be taken from the NOWTS while a department representative and/or a contractor or agent of the department is present.

(Ord. 2018-0037 § 31, 2018.)

11.38.850 - Performance Standards for NOWTS.

- A. All NOWTS shall be designed to produce effluent that meets the following criteria:
 - 1. Total Suspended Solids of less than thirty (30) mg.
 - 2. Biological Oxygen Demand five (5) day average (BOD₅) of less than thirty (30) mg/l.
 - 3. PH not less than 6.0 or greater than 9.0.
- B. NOWTS treatment of nitrogen must result in a fifty (50) percent reduction in Total Nitrogen.
- C. NOWTS provide disinfection that does not exceed a fecal coliform content of two hundred (200) per one hundred (100) milliliters using the Most Probable Number (MPN) analytical method with a minimum detection limit of 2.2 MPN.

(Ord. 2018-0037 § 31, 2018.)

11.38.860 - NOWTS Permit.

- A. A permit shall be issued by the Director for the operation of a NOWTS upon the approval of the system. A permit shall be valid for the location, type of system, and conditions of the approval, unless suspended or revoked by the Director.

- B. The permit fee shall be collected in accordance with Los Angeles County Code Title 8, Sections 8.04.950 - 8.04.995.
- C. A permit may be suspended or revoked by the Director for the following reasons:
 - 1. The NOWTS is contributing to the contamination of groundwater, surface water, or resulting in the surfacing of effluent, and the owner has not returned the NOWTS to operating condition within the time required by the Director.
 - 2. The owner does not submit records of maintenance inspections or results of effluent testing as required by this ordinance within the time required by the Director.
- D. It shall be a violation of this code to operate a NOWTS for which the permit has been suspended or revoked.
- E. The owner of the NOWTS shall make the system available within five (5) calendar days for inspection upon notice by the department.

(Ord. 2018-0037 § 31, 2018.)

11.38.870 - Maintenance Required and Reporting Results.

- A. The property owner shall have the NOWTS inspected and serviced at the rate set by the manufacturer as set forth in the manufacturer's operation and maintenance manual or at least annually, by a service provider certified by the manufacturer.
- B. If the property is located in an area where telemetric monitoring is not possible, the property owner shall cause the NOWTS to be inspected monthly by the NOWTS owner as directed and instructed by a NOWTS service provider, and quarterly by the NOWTS service provider, in order to determine whether the NOWTS is operating as required.
- C. The service provider shall submit copies of all inspection and maintenance reports to the Director within thirty (30) days of any inspection or maintenance of the NOWTS.

(Ord. 2018-0037 § 31, 2018.)

11.38.880 - Influent and Effluent Testing and Reporting Requirements.

Owners of NOWTS shall have their maintenance service provider collect and submit samples for laboratory testing of influent and effluent to determine if the system meets the performance standards specified in Section 11.38.850. The frequency of this sampling shall comply with the following table.

Type of System	When Testing is Required
All NOWTS	After completions of repairs (Within seven (7) days)
NOWTS installed in within six hundred (600) feet of a water body impaired for pathogenic bacteria or in response to a TMDL for bacteria	Annually with telemetric monitoring orQuarterly without telemetric monitoring

NOWTS larger than a single family residence located in the Antelope Valley	Annually
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The service provider shall submit a copy of the laboratory analysis of effluent testing to the Director within thirty (30) days of the date the results are provided to the owner or service provider by the laboratory.

(Ord. 2018-0037 § 31, 2018.)

11.38.890 - Covenant.

- A. The approval of a NOWTS for a future expansion area requires recordation of a covenant through the County office of the Registrar-Recorder/County Clerk.
- B. The installation of a NOWTS requires recordation of a covenant through the County Office of the Registrar-Recorder/County Clerk.
- C. The covenant shall inform all future prospective owners of the property of the following:
 - 1. A NOWTS is installed on the property.
 - 2. Operation and maintenance of the NOWTS is required to comply with State and local laws.
 - 3. A service agreement for maintenance and monitoring is required at all times with an approved servicing company.
 - 4. The Director must be notified in writing within thirty (30) days of a change of servicing company.
 - 5. Maintenance records and effluent testing results must be submitted to the Director within thirty (30) days of annual servicing.
 - 6. The owner is required to repair the system and conduct effluent testing of the system if inspection reveals that it is not in compliance with State or local laws.
 - 7. The owner is required to replace the NOWTS at their own expense if it cannot be repaired to be in compliance.
 - 8. The owner agrees to allow inspection of the NOWTS within five (5) calendar days, upon notice by the Director, absent an emergency.

(Ord. 2018-0037 § 31, 2018.)

Part 6 - SEWAGE PUMPING VEHICLES

11.38.900 - Seepage/Sewage Pumping Vehicle Operator.

An operator of a seepage/sewage pumping vehicle is required to register with the local jurisdiction as per California Health and Safety Code Sections 117400-117450. A public health license shall be issued to the owner of a seepage/sewage pumping vehicle when that person has demonstrated that either the owner or an employee of the owner has adequate knowledge to train other employees as described in Section 11.38.910.

A change of address of the owner including a member of a partnership that is registered and of the place of business thereof shall be reported in writing by the owner to the Director within two (2) days after the change of address.

(Ord. 2018-0037 § 32, 2018.)

11.38.910 - Adequate Knowledge.

A public health license shall only be issued after the applicant or his or her representative submits demonstrates adequate knowledge of the following topics:

- A. Knowledge of the equipment to be used.
- B. The applicant's knowledge of sanitary principles and of the laws and ordinances affecting human health or nuisances, including the factors that evidence a failing OWTS and appropriate locations for disposal of septage. Proper use of personal protective equipment.
- C. Clean up of spills or discharges of sewage from failed plumbing systems.

Knowledge may be demonstrated by submitting curriculum for the training of new staff to the Director for approval, completion of a training course from a professional organization, such as the California Onsite Water Association (COWA), or an approved public entity or an online course acceptable to the Director. The individual receiving the training shall be designated as the trainer for his or her organization. The applicant shall maintain a trainer as part of the organization. If the trainer leaves the organization, it has ninety (90) days to obtain a new trainer.

The owner shall be responsible for ensuring that employees responsible for the clean out of septic tanks, chemical toilets, cesspools and sewage seepage pits are properly trained before they work independently, and get trained annually thereafter.

The owner shall have available for the Director upon request the name of the trainer and records of the employee's annual trainings.

(Ord. 2018-0037 § 32, 2018.)

11.38.920 - Required for Seepage/Sewage Pumping Vehicle.

No person shall operate a sewage pumping vehicle without first making application and securing a license from the Director.

(Ord. 2018-0037 § 32, 2018.)

11.38.930 - Application and Issuance Conditions.

- A. Applications for seepage/sewage pumping vehicles shall be made on forms provided for that purpose by the Director. All applicable fees, shall be paid at the time of the application.
- B. The application shall include the Vehicle Identification Number (VIN), the year and make of vehicle, the vehicle license number, the tank capacity, the owner information, the location where the vehicle shall be stored, and any other data required by the Director.
- C. Upon receipt of an application, the Director shall make an inspection of the seepage/sewage pumping vehicle. If the applicant has complied with all applicable laws and regulations, and the vehicle meets the requirements of the inspection, the Director shall approve the application, and issue an annual license.

(Ord. 2018-0037 § 32, 2018.)

11.38.940 - Suspension and Revocation of License.

The Director may suspend or revoke the license of an operator of one (1) or more seepage/sewage pumping vehicles or the license of an individual seepage/sewage pumping vehicle.

The Director may suspend or revoke a license issued to an operator of one (1) or more sewage pumping vehicle for any of the following violations:

- A. Discharge of sewage or the contents of one (1) or more trucks in a location other than one approved by the Director.
- B. Failure to submit quarterly reports identifying all of the locations serviced and where the contents of the truck were discharged.
- C. Failure to report locations that evidence conditions of a failing OWTS, a cesspool, or an earthen pit privy.

The Director may suspend or revoke a license issued to a sewage pumping vehicle for violations of this code, including, leakage of sewage from the tank, valves, piping, or other equipment that may discharge to the ground surface.

(Ord. 2018-0037 § 32, 2018.)

11.38.950 - Identification of Vehicle.

Seepage/sewage pumping vehicles shall be identified with the business name, City, State, Zip Code and phone number on both sides of vehicle. The business name shall be in letters and numbers at least three (3) inches in height, additional information shall be at least one (1) inch in height and all letters and numbers shall be of a color contrasting to the vehicle. The public health registration number shall be located on the rear of the vehicle in letters and numbers at least three (3) inches high and of a color contrasting to the vehicle.

(Ord. 2018-0037 § 32, 2018.)

11.38.960 - Construction of Seepage/Sewage Cleaning Vehicle.

A seepage/sewage pumping vehicle shall be constructed and maintained at all times with the following components in good working order:

- A. A water tight tank, valves, piping, pumps and equipment maintained free from leakage.
- B. A hose for flushing contaminated areas.
- C. A quick release valve on the discharge outlet.
- D. A metal sleeve or other suitable device provided to reach from discharge outlet to manhole.
- E. Tight fitting covers for tank openings.

(Ord. 2018-0037 § 32, 2018.)

11.38.970 - Seepage/Sewage Pumping Vehicle Operation Requirements.

- A. All contents of the sewage holding tank shall be deposited in an approved County Sanitation District location or at a location approved by the Director.
- B. Personal protective equipment including gloves, goggles, and boots shall be provided to all employees working with sewage or septage.
- C. A sewage spill kit shall be maintained on the vehicle for use in cleaning-up any sewage spills. The sewage spill kit shall contain at a minimum:
 - 1. Containment barriers to prevent the spill from entering a storm drain.
 - 2. Absorbent material.
 - 3. A shovel.
 - 4. Garbage bags.
 - 5. Liquid disinfectant and powdered lime.
- D. The vehicle registration shall be maintained on the vehicle.
- E. The vehicle exterior shall be maintained free of sewage or other waste material.

(Ord. 2018-0037 § 32, 2018.)

11.38.980 - Seepage/Sewage Pumping Vehicle Service Reports.

- A. Seepage/sewage pumping vehicles are required to file with the Director a quarterly report specifying all of the following:
 - 1. The name and address of the owner or tenant of each and every one of the premises where a septic tank, cesspool, or sewage seepage pit has been cleaned out by the registrant, his or her employees, or by others on his or her behalf and the date of each cleaning.
 - 2. The location where the cleanings are disposed of.
 - 3. Discharges of waste that may result in violation of laws or ordinances required to be known by the registrant pursuant to Health and Safety Code Section 117420.
- B. OWTS showing symptoms of failure must be reported to the Director within twenty-four (24) hours of pumping. Factors evidencing a failing OWTS are identified in Section 11.38.042.

(Ord. 2018-0037 § 32, 2018.)

Chapter 11.39 - ADULT FILMS; SHORT TITLE AND PUBLIC POLICY

Parts:

Part 1 - DEFINITIONS

11.39.005 - Definitions.

Unless the provision or the context otherwise requires, the definitions in this part shall govern the construction of this chapter.

(Measure B, § 4, approved by voters in Nov. 6, 2012 General Election.)

11.39.010 - Adult film.

An "adult film" is defined as any film, video, multimedia or other representation of sexual intercourse in which performers actually engage in oral, vaginal, or anal penetration, including, but not limited to, penetration by a penis, finger, or inanimate object; oral contact with the anus or genitals of another performer; and/or any other sexual activity that may result in the transmission of blood and/or any other potentially infectious materials.

(Measure B, § 4, approved by voters in Nov. 6, 2012 General Election.)

11.39.020 - County.

"County" means the County of Los Angeles.

(Measure B, § 4, approved by voters in Nov. 6, 2012 General Election.)

11.39.030 - Department.

"Department" means the Los Angeles County Department of Public Health.

(Measure B, § 4, approved by voters in Nov. 6, 2012 General Election.)

11.39.040 - Departmental regulations.

"Departmental regulations" means the regulations pertaining to filming of adult films promulgated by the department as currently written or as may from time to time be amended. When adopted by the department, these regulations are incorporated in and become part of this chapter.

(Measure B, § 4, approved by voters in Nov. 6, 2012 General Election.)

11.39.050 - Exposure control plan.

"Exposure control plan" means a written plan that meets all requirements of Title 8 California Code of Regulations sections 3203 and 5193, to minimize employees' risk of exposure to blood or potentially infectious material.

(Measure B, § 4, approved by voters in Nov. 6, 2012 General Election.)

11.39.060 - Filmed or filming.

"Filmed" and "filming" means the recording or real-time broadcast of any adult film, regardless of the medium used.

(Measure B, § 4, approved by voters in Nov. 6, 2012 General Election.)

11.39.070 - Potentially infectious material.

"Potentially infectious material" shall have the same meaning as defined in Title 8 California Code of Regulations Section 5193(b), or any successor regulation.

(Measure B, § 4, approved by voters in Nov. 6, 2012 General Election.)

11.39.075 - Producer of adult film.

"Producer of adult film " means any person or entity that produces, finances, or directs, adult films for commercial purposes.

(Measure B, § 4, approved by voters in Nov. 6, 2012 General Election.)

11.39.076 - Permittee.

"Permittee " means any person or entity issued an adult film production public health permit pursuant to this chapter.

(Measure B, § 4, approved by voters in Nov. 6, 2012 General Election.)

Part 2 - GENERAL REQUIREMENTS

11.39.080 - Adult film production public health permit.

- A. Producers of adult films shall obtain a public health permit by filing a completed application form with the department and paying the required fee. The fee shall be set by the Department in an amount sufficient to provide for the cost of any necessary enforcement.
 - 1. During the twelve (12) months immediately following the effective date of this chapter, adult film production public health permits may be issued on a conditional basis. An individual issued a conditional permit shall have up to six months from the date of application to provide the department with proof of successful completion of a blood borne pathogen training course that has been approved by the department. If permittee is a business entity rather than an individual, permittee shall have up to six months from the date of application to provide the department with proof of successful completion of a blood borne pathogen training course that has been approved by the department for all principals and management-level employees of permittee, including, but not limited to, all film directors. Failure to provide such proof within the prescribed time shall cause the conditional adult film production public health permit to be revoked immediately.
 - 2. At all times after the twelve (12) months following the effective date of this chapter, each applicant who is an individual must also provide the department with proof of successful completion of a blood borne pathogen training course that has been approved by the department. Each applicant who is a business entity rather than an individual must provide the department with proof of successful completion of a blood borne pathogen training course that has been approved by the department for all principals and management-level employees of permittee, including but not limited to all film directors.
- B. Upon successful completion of the permit application process described in subsection A of this section, the department shall issue an adult film production public health permit to the applicant. The adult film production public health permit will be valid for two years from the date of issuance, unless revoked.

- C. No producer of adult films may engage in the making of adult films in Los Angeles County for commercial purposes unless that producer of adult films has a valid adult film production public health permit issued by the department.
- D. An adult film production public health permit is nontransferable.

(Measure B, § 4, approved by voters in Nov. 6, 2012 General Election.)

11.39.090 - Posting requirements.

- A. The adult film production public health permit issued to the producer of adult films must be displayed at all times at the location where any adult film is filmed in an area that is visible to performers.
- B. A legible sign shall be displayed at all times at the location where any adult film is filmed in any conventional typeface with a font size not smaller than 36 points, that provides the following notice so as to be clearly visible to performers in said films:

The use of condoms is required for all acts of anal or vaginal sex during the production of adult films to protect performers from sexually transmitted infections.

Any public health concerns regarding any activities occurring during the production of any adult films should be directed to the Los Angeles County Department of Public Health:

(the program office address and telephone number to be provided by the county health officer).

(Measure B, § 4, approved by voters in Nov. 6, 2012 General Election.)

11.39.100 - Permit—Reporting requirements.

Every person that possesses a valid adult film production public health permit or registration shall report to the department any changes in status to the business made reportable by departmental regulations within fifteen (15) days of the change.

(Measure B, § 4, approved by voters in Nov. 6, 2012 General Election.)

11.39.110 - Permit—Suspension and revocation and fines.

- A. Any permit issued pursuant to this chapter may be suspended or revoked by the department and fines consistent with the provisions of this chapter may be imposed by the department for a violation of this chapter or any other violation of law creating a risk of exposing performers to sexually transmitted infections, including any violation of applicable provisions of the Los Angeles County Code, the California Health and Safety Code, the blood borne pathogen standard, California Code of Regulations Title 8, section 5193 or the exposure control plan of the producer of adult films, or any combination of such violations. The failure of a producer of adult films to require performers to use condoms during any acts of vaginal or anal sexual intercourse is a violation of this chapter.
- B. Whenever the department determines that a permittee has failed to comply with the requirements of this chapter, any other violation of law creating a risk of exposing performers to sexually transmitted infections, including any violation of applicable provisions of the Los Angeles County Code, the California Health and Safety Code,

the blood borne pathogen standard, California Code of Regulations Title 8, section 5193 or the exposure control plan of the producer of adult films, or any combination thereof, a written notice to comply shall be issued to the permittee. The notice to comply shall include a statement of the deficiencies found, set forth the corrective measures necessary for the permittee to be in compliance with this chapter, and inform the permittee that failure to comply may result in the imposition of a fine or other penalty, including suspension and/or revocation of any and all permits. The notice to comply shall also advise the permittee of his or her right to an administrative review.

- C. A written request for an administrative review must be made by the noticed permittee within fifteen (15) calendar days of the issuance of the notice to comply. The failure to request an administrative review within the prescribed time shall be deemed a waiver of the right to an administrative review. The administrative review shall be held within fifteen (15) calendar days of the receipt of a written request for a review. Upon the written request of permittee or on its own motion, the department may advance or postpone the scheduled administrative review date, if permittee demonstrates good cause.
- D. The department shall issue a written notice of decision specifying any penalties imposed on permittee to the permittee within five (5) days of the administrative review or waiver, excluding weekends and holidays. For permits that have been suspended or revoked, the notice of decision shall specify the acts or omissions found to be in violation of this chapter, and, in the case of a suspended permit, shall state the extent of the suspension. The notice of decision shall also state the terms upon which the permit may be reinstated or reissued, if any.
- E. Notwithstanding any other provision of this chapter, if any immediate danger to the public health or safety is found or is reasonably suspected, the department may immediately suspend the adult film production public health permit, initiate a criminal complaint and/or impose any fine permitted by this chapter, pending a determination of an administrative review, as provided herein. Immediate danger to the public health and/or safety shall include any condition, based upon inspection findings or other evidence, that can cause, or is reasonably suspected of causing, infection or disease transmission, or any known or reasonably suspected hazardous condition.
 - 1. Whenever an adult film production public health permit issued is immediately suspended or a fine is imposed pursuant to this subdivision E of this section, the department shall issue to the permittee so suspended or fined, a written notice to comply setting forth the acts or omissions with which the permittee is charged, specifying the sections of the Los Angeles County Code, California Health and Safety Code, blood borne pathogen standard, California Code of Regulations Title 8, section 5193 or the exposure control plan of the producer of adult films, or the combination of alleged violations, and informing the permittee of the right to an administrative review.
 - 2. At any time within fifteen (15) calendar days of service of such notice to comply, the permittee may request, in writing, an administrative review by the department to show cause why the imposed suspension or fine is unwarranted. The administrative review shall be held within fifteen (15) calendar days of the receipt of a request. A failure to request an administrative review within fifteen (15) calendar days shall be deemed a waiver of the right to such review.
 - 3. At any time prior to an administrative review or waiver thereof, the recipient of a notice to comply issued pursuant to this subsection F, may correct the deficiencies noted in the notice to comply and request a reinspection at any time when the producer of adult films is actually filming an adult film.
 - 4. In the case of a request for reinspection as set forth in subsection E.3 above, the department shall reinspect as soon as practical. In the event the deficiencies noted in the notice to comply are corrected to the satisfaction of the health officer, the department has discretion to reinstate or modify any suspension of a permit and cancel or modify any fine imposed pursuant to this subsection F. If the department determines that the deficiencies identified in the notice to comply have been corrected, but the department elects not to reinstate the suspension or cancel the fine imposed pursuant to this subsection F, the department shall notify the permittee of this decision in writing. The permittee shall have fifteen (15) calendar days from receipt of said notification to seek an administrative review of this decision.
- F. The department may, after an administrative review or waiver thereof, modify, suspend, revoke or continue all such action previously imposed upon a permittee pursuant to this chapter or impose any fine imposed by law for violations of this chapter or any other laws or standards affecting public health and safety, including but not limited to the Los Angeles County Code, the California Health and Safety Code, the blood borne pathogen

standard, California Code of Regulations Title 8, section 5193 or the exposure control plan of the permittee, or any combination thereof, or for interference with a county health officer's performance of duty.

- G. A permit issued pursuant to this chapter may be reissued or reinstated, if the department determines that the conditions which prompted the suspension or revocation no longer exist and any fine imposed pursuant to this chapter has been satisfied.
- H. In the event a permit is suspended or revoked, the producer of adult films whose permit was revoked shall cease filming any adult film unless and until the permit is reinstated or reissued.

(Measure B, § 4, approved by voters in Nov. 6, 2012 General Election.)

Part 3 - COMPLIANCE AND ENFORCEMENT

11.39.120 - Compliance with the provisions in this chapter shall be mandatory.

- A. The provisions of this chapter are in full force and effect in the county.
- B. Any producer of adult films filming any adult films within the county, including any person or entity owning or operating any business regulated by this chapter, must comply with the provisions of this chapter.
- C. In addition to any other penalty provided for under this chapter, consistent with the process set forth herein for notice and administrative review, the department may impose a fine on persons violating any provision of this chapter or any law, regulation or standard incorporated into this chapter. The department may impose a civil fine upon such violators in an amount not to exceed \$500.00 per violation, as appropriate. The imposition of such fines shall, in no way, limit the authority or ability to impose other requirements of this chapter or seek other remedies against alleged violators.
- D. Any person or entity who produces or films adult films for commercial purposes within the county without a valid adult film production public health permit, or any person, who violates any law, ordinance or regulation governing any activity regulated by this chapter, or who, upon demand of the county health officer, refuses or neglects to conform to a lawful order or directive of a county health officer pertaining to conduct regulated by this chapter, is guilty of a misdemeanor, punishable by fine of \$1,000.00, imprisonment in the county jail for a period not to exceed six months, or both. Each such act is punishable as a separate offense.

(Measure B, § 4, approved by voters in Nov. 6, 2012 General Election.)

11.39.130 - Health officer—Enforcement.

The county health officer may enter and inspect any location suspected of conducting any activity regulated by this chapter, and, for purposes of enforcing this chapter, the county health officer may issue notices and impose fines therein and take possession of any sample, photograph, record or other evidence, including any documents bearing upon adult film producer's compliance with the provision of the chapter. Such inspections may be conducted as often as necessary to ensure compliance with the provisions of this chapter.

(Measure B, § 4, approved by voters in Nov. 6, 2012 General Election.)

11.39.140 - Noncompliance with county health officer—Injunctive relief.

Any act or failure to act which is a violation of this chapter may be the subject of a civil action to enjoin the person or entity so acting or failing to act to conform his or her conduct to the provisions of this chapter. A civil action to enforce the provisions of this section may be brought

by the county counsel, the district attorney or any person directly affected by said failure to comply with the provisions of this chapter. The filing and prosecution of such an action shall, in no way, limit the authority or ability to impose other requirements of this chapter or remedies or penalties as permitted by law.

(Measure B, § 4, approved by voters in Nov. 6, 2012 General Election.)

Part 4 - OPERATIONS

11.39.150 - Exposure control plan and reporting.

Every producer of adult films shall provide a written exposure control plan, approved by the department, describing how the requirements of this chapter will be implemented. The exposure control plan shall meet requirements established in departmental regulations.

(Measure B, § 4, approved by voters in Nov. 6, 2012 General Election.)

Division 1 - PUBLIC HEALTH LICENSES

Chapter 8.04 - PUBLIC HEALTH LICENSES

Parts:

Part 1 - DEFINITIONS

8.04.010 - Definitions generally.

- A. For the purpose of this chapter, the words and phrases set forth in this Part 1 are defined, and shall be construed as hereinafter set out, unless it is apparent from the context that they have a different meaning.
- B. Whenever any words or phrases used in this chapter are not defined in this Part 1 but are defined in state acts, laws or codes, the definitions in such acts, laws or codes are incorporated in this chapter as though set forth herein in full, and shall apply to such words and phrases used but not defined herein.

(Ord. 8609 Art. 2 § 51, 1964.)

8.04.020 - Interpretation of tense, gender and number.

In this chapter, the present tense includes the past and future tenses and the future tense includes the present; the masculine gender includes the feminine and neuter; the singular number includes the plural and the plural includes the singular.

(Ord. 8609 Art. 1 § 9, 1964.)

8.04.025 - Animal food market.

"Animal food market" means a retail facility selling pet food or livestock feed, either packaged or in bulk.

(Ord. 2011-0042 § 1, 2011.)

8.04.030 - Animal keeper—Category I.

"Animal keeper, Category I" means any person not an animal keeper, Category II, and not an animal keeper, Category III, who does one or more of the following:

- A. Has, keeps, maintains or raises 10 or more but not more than 49 animals of the same or different classifications of the horse, cow, sheep, goat or hog species;
- B. Has, keeps, maintains or raises 50 or more but not more than 499 rabbits or hares;
- C. Has, keeps, maintains or raises five or more but not more than 49 horses, including ponies, mules or donkeys.

(Ord. 94-0052 § 1, 1994: Ord. 91-0098 § 1, 1991: Ord. 9578 § 2, 1968: Ord. 8852 § 2 (part), 1965: Ord. 8609 Art. 2 § 52, 1964.)

8.04.035 - Animal keeper—Category II.

"Animal keeper, Category II" means any person not an animal keeper, Category III, who does one or more of the following:

- A. Has, keeps, maintains or raises at least 50 but not more than 100 animals of the same or different classifications of the horse, cow, sheep, goat or hog species;
- B. Has, keeps, maintains or raises 500 or more rabbits or hares;
- C. Has, keeps, maintains or raises at least 500 but not more than 999 poultry or wild fowl.

(Ord. 2002-0066 § 5, 2002.)

8.04.040 - Animal keeper—Category III.

"Animal keeper, Category III" means any person who does any one or more of the following:

- A. Has, keeps, maintains or raises more than 100 animals of the same or different classifications of the horse, cow, sheep, goat or hog species;
- B. Has, keeps, maintains or raises 1,000 or more poultry or wild fowl.

(Ord. 2002-0066 § 6, 2002.)

8.04.045 - Animal keeper—Exceptions.

A person is not an animal keeper in any category if his only acts described in any of the definitions of animal keeper set forth in Sections 8.04.030 through 8.04.040 are as:

- A. A slaughterer; or
- B. A dairyman.

(Ord. 2002-0066 § 7, 2002.)

8.04.050 - Animal keeper—Fee exemptions.

The county health officer shall issue without a fee a license to:

- A. A person who owns at least five but not more than nine horses and who does not operate a commercial boarding facility or derive income from the rental or use of such horses, unless such person is required to be licensed under other provisions of this code; or
- B. A 4-H Club, Future Farmers of America Club, school with animals maintained for agricultural classes, or other similar recognized group which carries on an organized program to encourage student participation in agricultural activities.

(Ord. 2014-0024 § 1, 2014: Ord. 2002-0066 § 8, 2002.)

8.04.055 - Backflow prevention device.

"Backflow prevention device" means a plumbing device that prevents a cross-connection, as defined in Title 11, Section 11.38.030 of this code. "Backflow prevention device" shall include, but is not limited to, devices as approved by the health officer in accordance with California Health and Safety Code, Sections 116800-116810, California Plumbing Code, Section 603.2, and California Code of Regulations, Title 17, Section 7583.

(Ord. 2002-0066 § 9, 2002.)

8.04.060 - Boarding home.

"Boarding home" means any premises, structures, or portion thereof (except any hospital or other health facility as defined in Section 1250 of the Health and Safety Code and except any mental or alcoholic institution licensed by the state of California), used or intended to be used as a place where sleeping or rooming accommodations are furnished to the whole or any part of the public, with or without compensation and with or without meals, for five or more persons who are unrelated to the operator. "Boarding home" includes, but is not limited to, a rooming house, home for the aged, sober living facility, boarding house, lodging house, and bed and breakfast facility.

(Ord. 2013-0025 § 2, 2013.)

8.04.063 - Body art bloodborne pathogens exposure control training approval.

"Body art bloodborne pathogens exposure control training approval" means the triennial review, audit, and approval of a training provider's Body Art Bloodborne Pathogens Exposure Control Training evidencing its compliance with the criteria in California Health and Safety Code section 119307.

(Ord. 2013-0025 § 3, 2013.)

8.04.064 - Body art facility.

"Body art facility" means a body art facility as defined in the California Health and Safety Code, Section 119301 (d).

(Ord. 2012-0032 § 1, 2012; Ord. 99-0039 § 5, 1999.)

8.04.065 - Body art practitioner.

"Body art practitioner" means a practitioner as defined in California Health and Safety Code, Section 119301 (t) who has submitted an application and documentation demonstrating that they meet the requirements of the California Health and Safety Code, Sections 119306 (b)(1-7).

(Ord. 2012-0032 § 2, 2012; Ord. 99-0039 § 6, 1999.)

8.04.067 - Body art facility, temporary.

"Body art facility, temporary" means a body art establishment as defined in Los Angeles County Code, Title 8, Section 8.04.064 which operates for up to seven (7) days in a ninety (90) day period at a body art temporary event.

(Ord. 2012-0032 § 4, 2012: Ord. 2011-0042 §§ 2, 3, 2011.)

8.04.068 - Body art temporary event, promoter.

"Body art temporary event, promoter" means the person who is responsible for the maintenance of all areas and facilities that are used by the public, or are shared by temporary body art facilities, at an event with one or more temporary body art facilities.

(Ord. 2012-0032 § 5, 2012: Ord. 2011-0042 §§ 4, 5, 2011.)

8.04.069 - Caterer.

"Caterer" means a food facility at a fixed location where food is prepared for service at another location pursuant to a contract or other arrangement.

(Ord. 2011-0042 § 6, 2011.)

8.04.070 - Certified backflow prevention device tester.

"Certified backflow prevention device tester" means any person possessing a currently valid certificate of competence which certifies that he has successfully passed an examination conducted by the health officer which has determined him to be competent to test and make reports on backflow prevention devices.

(Ord. 12110 § 6, 1980: Ord. 8609 Art. 2 § 54, 1964.)

8.04.071 - Catering Operation.

"Catering operation" means a food service that is conducted by a permanent food facility approved for food preparation where food is served, or limited food preparation is conducted, at a location other than its permitted location, in either of the following circumstances:

1. As part of a contracted off-site food service event.
2. When operating in conjunction with a host facility with direct food sales.

(Ord. 2019-0003 § 1, 2019.)

8.04.072 - Catering Operation Host Facility.

"Host facility" means a facility located in a brewery, winery, commercial building, or another location as approved by the local enforcement agency, that meets applicable requirements to support a catering operation that provides food directly to individual consumers for a limited

period of time, up to four hours, in any one 12-hour period and that maintains a host facility permit issued by the County Health Officer.

(Ord. 2019-0003 § 2, 2019.)

8.04.075 - Certified farmers' market.

"Certified farmers' market" means that portion of a community event or other location, approved by the Los Angeles County Agricultural Commissioner, where agriculture products are sold by producers or certified producers directly to consumers. A certified farmers' market may be operated by one (1) or more certified producers, by a nonprofit organization, or by a local government agency.

(Ord. 2011-0042 § 7, 2011: Ord. 93-0009 § 1, 1993.)

8.04.076 - Certified farmers' market sponsor.

"Certified farmers' market sponsor" means a person or organization that operates a location within a Community Event or other location, which location is approved by the Los Angeles County agricultural commissioner, and from which agriculture products are sold by producers or certified producers directly to consumers.

(Ord. 2011-0042 § 8, 2011.)

8.04.080 - Children's camp.

"Children's camp" means any place maintained for recreational or other purposes where 10 or more children under the age of 21 are kept for five days or more while away from their usual place of residence. This chapter shall not apply to any private-boarding school as defined in this chapter or any place of detention maintained by a government agency.

(Ord. 8609 Art. 2 § 55, 1964.)

8.04.081 - Children's day camp.

"Children's day camp" means a Children's camp as defined in Section 8.04.080, which is attended by children for either five (5) consecutive days or five (5) days in a fourteen (14) day period without an overnight stay.

(Ord. 2011-0042 § 9, 2011.)

8.04.085 - Reserved.

8.04.086 - Commercial sex venue.

"Commercial sex venue" is as defined in Section 11.04.310.

(Ord. 2006-0004 § 1, 2006.)

8.04.087 - Community event.

"Community event" means an event which is of a public, civic, political, or educational nature, including state and county fairs, city festivals, circuses, carnivals, certified farmers markets and other public gathering events approved by the County health officer.

(Ord. 2013-0025 § 4, 2013; Ord. 2011-0042 § 10, 2011.)

8.04.088 - Community event organizer.

"Community event organizer" means a person who is responsible for the maintenance of all areas and facilities that are used by the public or are shared by food booths at a community event.

(Ord. 2012-0012 § 1, 2012; Ord. 2011-0042 § 11, 2011.)

8.04.089 - Community event/seasonal event permit.

"Community event/seasonal event permit" means written authorization to operate issued by the County health officer to a community event organizer or food booth following approval of an application and payment of the appropriate service fee.

(Ord. 2012-0012 § 2, 2012; Ord. 2011-0042 § 12, 2011.)

8.04.090 - Community water system.

"Community water system," as used in this chapter, means a public water system as defined in Section 64411, Title 22, California Code of Regulations, that serves at least fifteen (15) service connections used by yearlong residents.

(Ord. 2011-0042 § 13, 2011; Ord. 12110 § 9, 1980; Ord. 8609 Art. 2 § 90.2, 1964.)

8.04.093 - Contract Water Use Survey.

"Contract water use survey," as used in this chapter, means an evaluation, performed pursuant to a written agreement between a water purveyor and the health officer, to determine the need for a backflow protection assembly at one or more external service connections, in order to protect the water distribution system from backflow.

(Ord. 2016-0065 § 1, 2016.)

8.04.095 - Cottage food operation.

"Cottage food operation" means an enterprise within the registered or permitted area of a private home where the cottage food operator resides and where cottage food products are prepared or

packaged for direct, indirect, or direct and indirect sale to consumers. The enterprise shall not have more than one full-time equivalent cottage food employee, not including a family or household member of the cottage food operator, and shall not have gross annual sales that exceed the amounts specified in this section. In 2013, the enterprise shall not have more than thirty-five thousand dollars (\$35,000) in gross annual sales in the calendar year. In 2014, the enterprise shall not have more than forty-five thousand dollars (\$45,000) in gross annual sales in the calendar year. Commencing in 2015, and each subsequent year thereafter, the enterprise shall not have more than fifty thousand dollars (\$50,000) in gross annual sales in the calendar year.

(Ord. 2013-0025 § 5, 2013.)

8.04.096 - Cottage food operation—Class A.

"Cottage food operation, Class A" means a cottage food operation that may engage only in direct sales of cottage food products from the cottage food operation or other direct sales as described under the definition of "direct sale," as set forth in section 8.04.106.

(Ord. 2013-0025 § 6, 2013.)

8.04.097 - Cottage food operation—Class B.

"Cottage food operation, Class B" means a cottage food operation that may engage in both direct sales and indirect sales of cottage food products from the cottage food operation, from direct sales venues including those described within the definition of "direct sale," as set forth in section 8.04.106, from offsite events, or from a third-party retail food facility described under the definition of "indirect sale," as set forth in section 8.04.272.

(Ord. 2013-0025 § 7, 2013.)

8.04.100 - County health officer.

"County health officer" means the director of the department of public health of the county of Los Angeles, or his duly authorized representative.

(Ord. 2006-0040 § 31, 2006; Ord. 8609 Art. 1 § 1, 1964.)

8.04.106 - Direct sale.

"Direct sale" means a transaction between a cottage food operation operator and a consumer, where the consumer purchases the cottage food product directly from the cottage food operation. Direct sales include, but are not limited to, transactions at holiday bazaars or other temporary events, such as bake sales or food swaps, transactions at farm stands, certified farmers' markets, or through community-supported agriculture subscriptions, and transactions occurring in person in the cottage food operation.

(Ord. 2013-0025 § 8, 2013.)

8.04.120 - Dwelling unit.

"Dwelling unit" means the same as defined in Section 405 of the Uniform Building Code, and includes "efficiency dwelling unit" as defined in Section 406 of the Uniform Building Code, adopted as Rules and Regulations under authority of Section 17922, California Health and Safety Code.

(Ord. 12167 § 2 (part), 1980: Ord. 9803 § 3, 1969: Ord. 8609 Art. 2 § 56.5, 1964.)

8.04.130 - Fertilizer manufacturer.

"Fertilizer manufacturer" means any person engaged in the wholesale business of processing or sacking manure for fertilizer purposes.

(Ord. 8848 § 1 (part), 1965: Ord. 8609 Art. 2 § 57, 1964.)

8.04.138 - Food cart, high risk.

"Food cart, high risk" means an unenclosed, non-motorized vehicle with compartments for preparing food, including, but not limited to, a heated cooking surface and hot and cold holding bins. Food preparation shall be limited to: cooking to order; preparing beverages to order; dispensing and portioning of non-potentially hazardous foods, as defined in California Health and Safety Code, Section 113871; slicing or chopping food on the heated cooking surface; and the holding in a hot food compartment as permitted by California Health and Safety Code, Section 113818 (b)(6).

(Ord. 2011-0042 § 14, 2011.)

8.04.139 - Food cart, low risk.

"Food cart, low risk" means an unenclosed, non-motorized vehicle which sells prepackaged foods only.

(Ord. 2011-0042 § 15, 2011.)

8.04.140 - Food demonstrator.

"Food demonstrator" means any person who engages in the business or practice of offering or serving, without charge to the consumer, unpackaged bulk food to the public for the purpose of publicizing, advertising or promoting the sale of food, food products or food equipment. "Food demonstrator" shall not include any person operating a food vehicle that is otherwise under public health permit and for which a valid public health permit has been obtained.

(Ord. 96-0069 § 2, 1996: Ord. 8609 Art. 2 § 58, 1964.)

8.04.141 - Food establishment.

"Food establishment" means any room, building, or place, or portion thereof, maintained, used, or operated for the purpose of storing, preparing, manufacturing, packaging, transporting, salvaging, or otherwise handling food at the wholesale level. Food establishments include, but are not limited to, food warehouses, wholesale food markets, food processing establishments, and ice plants.

(Ord. 2011-0042 § 16, 2011: Ord. 96-0069 § 3, 1996.)

8.04.142 - Food facility.

"Food facility" means a food facility as defined in the California Health and Safety Code, Section 113789.

(Ord. 2011-0042 § 17, 2011: Ord. 2010-0045 § 1, 2010; Ord. 96-0069 § 4, 1996.)

8.04.143 - Food Facility, High Risk.

"Food facility, high risk" means a restaurant, retail food market, interim housing facility, or licensed health care facility, which meets any of the following criteria:

- A. Offers a menu that involves preparation of a variety of potentially hazardous foods as defined in the California Health and Safety Code, section 113871.
- B. Prepares potentially hazardous food in advance of service using a food preparation method that involves two (2) or more steps which may include: combining potentially hazardous ingredients, cooking, cooling, reheating, hot or cold holding, freezing, or thawing.
- C. Prepares foods for multi-day use by the restaurant, retail food market, interim housing facility, or licensed health care facility.
- D. Prepares or processes raw food products such as sushi, meat, seafood, raw sprouts, or poultry.
- E. Processes meat, seafood, or poultry by smoking, curing, or drying.
- F. Uses reduced oxygen packaging methods.
- G. Uses multi-use eating and drinking utensils.

(Ord. 2018-0046 § 1, 2018; Ord. 2018-0011 § 1, 2018: Ord. 2011-0042 § 18, 2011.)

8.04.144 - Food Facility, Low Risk.

"Food facility, low risk" means any bar serving only alcoholic beverages, a restaurant, retail food market, or licensed health care facility, which meets all of the following criteria:

- A. Offers for sale or serves only prepackaged food items;
- B. Prepares or serves only non-potentially hazardous foods or heats only commercially processed, potentially hazardous foods for hot holding;
- C. Offers only single-use eating and drinking utensils, if utensils are offered.

(Ord. 2018-0011 § 2, 2018: Ord. 2011-0042 § 19, 2011.)

8.04.145 - Food facility remodel.

"Food facility remodel" means any construction or alteration to an existing food facility. Remodeling also includes the installation of equipment or repair to a food facility which alters the configuration or method of operation and requires a permit from the local building department. For purposes of this title, a remodel shall be limited to a maximum of 300 square feet of affected area. Facility remodeling areas over 300 square feet shall be assessed the plan check and site evaluation fee for a new facility of the same size as specified in Section 8.04.725 of this title.

(Ord. 93-0055 § 1, 1993.)

8.04.146 - Food Facility, Moderate Risk.

"Food facility, moderate risk" means a restaurant, retail food market, licensed health care facility with nonpackaged foods, or a private school cafeteria, except for preschools, which meet the following criteria:

- A. Prepares or serves potentially hazardous food in quantities based on projected same day consumer demand, and discards prepared foods that are not sold or served the same day; and
- B. Uses single-use eating and drinking utensils; or
- C. Cuts or trims produce for sale without further preparation.

(Ord. 2018-0011 § 3, 2018; Ord. 2011-0042 § 20, 2011.)

8.04.150 - Food market, retail.

"Food market, retail" means a food facility where bakery products, meats, fish, shellfish, seafood, poultry, preserves, dairy products, eggs, ice, candy, fruits, vegetables, spices, herbs, vitamins, food supplements, or any other foods or food products, or beverages, whether in bulk, canned, wrapped, bottled, packaged, or in any other form, are sold or offered for sale at retail for consumption on premises other than where sold. "Food market, retail," however, shall not include any "food salvager" as defined in Section 8.04.180.

- A. "Retail food market" includes, but is not limited to, any vitamin and supplement store, botanica, retail fruit and vegetable market, retail fish market, retail grocery market, convenience store, retail meat market, or combination of those listed.
- B. Facilities utilizing an area of less than twenty-five (25) square feet for retail food market operations, that do not sell or offer for sale foods other than prepackaged candy, prepackaged nuts, chewing gum, bottled soft drinks or other prepackaged nonpotentially hazardous food, shall be exempt from the requirement for a public health permit under this section.

(Ord. 2011-0042 § 21, 2011; Ord. 96-0069 § 5, 1996; Ord. 94-0052 § 5, 1994; Ord. 9354 § 1 (part), 1967; Ord. 8848 § 1 (part), 1965; Ord. 8609 Art. 2 § 59, 1964.)

8.04.155 - Food market complex, wholesale.

Food market complex, wholesale, means any establishment, its contents, and the contiguous land or property that rents, leases or lends facilities within said establishment, for the purpose of conducting business as a food market, wholesale. A food market complex, wholesale, that rents, leases or lends space to no more than two food market, wholesale, facilities, or dedicates a combined total of less than 1500 square feet for the purpose of operating a food market, wholesale, is exempt from this definition.

(Ord. 2007-0089 § 1, 2007.)

8.04.160 - Food market, wholesale.

"Food market, wholesale" means any establishment, other than a slaughterhouse, from which food is sold for resale by others, as further defined in Section 11.12.005 (S).

(Ord. 2007-0089 § 2, 2007: Ord. 94-0052 § 6, 1994: Ord. 11544 § 1, 1977: Ord. 8848 § 1 (part), 1965: Ord. 8609 Art. 2 § 60, 1964.)

8.04.165 - Food official inspection report.

"Food official inspection report" means the written notice prepared and issued by the county health officer after conducting an inspection of a food facility to determine compliance with all applicable federal, state and local statutes, orders, ordinances, quarantines, rules, regulations, or directives relating to the public health.

(Ord. 97-0071 § 1 (part), 1997.)

8.04.170 - Food Processing Establishment.

"Food processing establishment," as used in this chapter, means any room, building or place, or portion thereof, maintained, used or operated for the purpose of commercially storing in conjunction with processing, packaging, repackaging, making, cooking, mixing, processing, bottling, packing, or otherwise preparing or handling, food; provided, however; that for fee purposes the term "food processing establishment" shall not include a brewery, winery, any other establishment manufacturing alcoholic beverages or spirits, nor establishments otherwise specifically mentioned in this chapter.

(Ord. 2016-0065 § 2, 2016: Ord. 94-0052 § 7, 1994: Ord. 9127 § 2 (part), 1966: Ord. 8609 Art. 2 § 61, 1964.)

8.04.172 - Food processing establishment, low risk.

"Food processing establishment, low risk" means a food processing establishment, as defined in Section 8.04.170, containing less than six thousand (6,000) square feet, that does not process as a final product potentially hazardous food, as defined by law.

(Ord. 2013-0025 § 9, 2013.)

8.04.180 - Food salvager.

"Food salvager" means any person who engages in the business of reconditioning, labeling, relabeling, repacking, reconditioning, sorting, cleaning, culling, or by other means salvaging, and who sells, offers for sale, or distributes for human or animal consumption any salvaged food, beverage (including beer, wine and distilled spirits), vitamin, food supplement, dentifrice, drug, cosmetic, single-use food container or utensil, soda straws, paper napkins, or any other product of a similar nature that has been damaged or contaminated by fire, water, smoke, chemicals, transit, insects, rodents, or by any other means.

(Ord. 8609 Art. 2 § 62, 1964.)

8.04.189 - Food vehicle, high risk.

"Food vehicle, high risk" means a fully enclosed vehicle which prepares food for retail sale.

(Ord. 2011-0042 § 22, 2011.)

8.04.190 - Food vehicle, independent wholesale.

- A. "Independent delivery food vehicle" means any motorized conveyance delivering any of the following foods, or any combination thereof, either as a retail independent delivery vehicle pursuant to a prior order or as wholesale independent distributor:
1. Milk or other dairy products;
 2. Meat, fish, shellfish, or other seafood;
 3. Bakery goods;
 4. Fruit and vegetables;
 5. Groceries;
 6. Ice or beverages;
 7. Any other type of food or food product.
- B. Vehicles used by a fixed-location restaurant, food warehouse, fruit and vegetable market, food market, or food processing establishment having a valid public health permit under this chapter to deliver food products from said establishment to other locations shall not be required to have a separate public health permit under this chapter.
- C. Any "independent delivery food vehicle" originating outside of the jurisdiction of the health officer, County of Los Angeles, which has been inspected by the health officer at the jurisdiction of origin and which bears an identification that the jurisdiction of origin has issued a public health permit shall not be required to obtain a public health permit under this chapter.

(Ord. 2012-0012 § 4, 2012: Ord. 96-0069 § 6, 1996: Ord. 9578 § 4, 1968: Ord. 8848 § 2 (part), 1965: Ord. 8609 Art. 2 § 62.1, 1964.)

8.04.192 - Food vehicle, low risk.

"Food vehicle, low risk" means a vehicle which sells prepackaged foods with no food preparation.

(Ord. 2011-0042 § 23, 2011.)

8.04.200 - Food vehicle, retail.

- A. "Retail food vehicle" means any motorized or non-motorized conveyance or portable food service unit upon which prepackaged or approved unpackaged food is sold or offered for sale at retail. Categories of retail food vehicles include:
1. Animal food vehicle;
 2. Bakery vehicle;
 3. Fish peddler vehicle;
 4. Food vehicle—Department of Motor Vehicles exempt;
 5. Food salvage distributor vehicle;
 6. Fruit and vegetable vehicle;
 7. Grocery vehicle;
 8. Ice vehicle;
 9. Meat vehicle;
 10. Milk vehicle;
 11. Industrial catering vehicle;
 12. Limited food vehicle;
 13. Unpackaged food vehicle;
 14. Prepackaged food cart, a non-motorized vehicle, from which the operator dispenses prepackaged and labeled food;
 15. Any combination of the above;
 16. Or any vehicle, including, but not limited to, a mobile food facility, from which animal food, bakery products, fish, shellfish, seafood, fruits, vegetables, meats, poultry, preserves, jelly, relish, milk or other dairy products, food or food products, ice or beverages, whether in bulk, canned, wrapped, bottled, packaged, or any other form, are sold or kept for sale at retail.
- B. Vehicles owned and operated by a fixed-location food market, restaurant or other business having a valid public health permit under this chapter to deliver food products from said establishment to other locations shall not be required to have a separate public health permit under this chapter.

(Ord. 2012-0012 § 5, 2012; Ord. 2010-0045 § 2, 2010; Ord. 96-0069 § 7, 1996; Ord. 90-0149 § 2, 1990; Ord. 12110 § 1, 1980; Ord. 8713 § 1, 1964; Ord. 8609 Art. 2 § 63, 1964.)

8.04.205 - Food vehicle commissary.

"Food vehicle commissary" means any structure or portion of a structure used exclusively for the storage, cleaning and servicing of retail food vehicles or mobile food-preparation units, and/or from which food, supplies and equipment are provided for use by a food vehicle operator.

(Ord. 90-0149 § 3, 1990.)

8.04.206 - Food vehicle storage facility defined.

- A. "Food vehicle storage facility" means any structure or any portion of a structure, other than a food vehicle commissary, used exclusively for the storage of no more than two of any combination of the following food vehicles:
 - 1. Unpackaged food vehicles;
 - 2. Prepackaged food carts.
- B. Vehicles or carts may not be cleaned or serviced at such a facility, nor shall food be prepared or stored in such facility. The term "service" includes, but is not limited to the provision of potable water, the disposal of wastewater from the vehicle, and automotive repair. Service does not include minor mechanical repair.

(Ord. 90-0149 § 4, 1990.)

8.04.207 - Food vehicle cleaning and storage facility defined.

- A. "Food vehicle cleaning and storage facility" means any structure or any portion of a structure, other than a food vehicle commissary, used exclusively for the storage, cleaning and supply of potable water for:
 - 1. Unpackaged food vehicles;
 - 2. Prepackaged food carts; or
 - 3. Limited food vehicles.
- B. No more than two unpackaged food vehicles or prepackaged food carts may be stored at such facility. Food shall not be prepared or stored in such facility.

(Ord. 90-0149 § 5, 1990.)

8.04.210 - Food warehouse.

"Food warehouse" means any:

- 1. Cold-storage warehouse except bonded cold storage;
- 2. Fruit and vegetable warehouse;
- 3. Dry foods warehouse;
- 4. Ice-storage house;
- 5. Combination of the above;
- 6. Or any place, building, structure, room or portion thereof where fruit, vegetables or any foods are commercially stored, kept or held at any temperature, where any foods are commercially stored at any artificial temperature of less than 45 degrees Fahrenheit, or where ice is stored, other than any coin-operated ice-vending structure.

(Ord. 94-0052 § 8, 1994: Ord. 9354 § 1 (part), 1967: Ord. 8609 Art. 2 § 64, 1964.)

8.04.219 - Garment manufacturing complex.

"Garment manufacturing complex" means any establishment, its contents, and the contiguous land or property which rents, leases or lends facilities within said establishment, for the purpose of conducting business as a garment manufacturing establishment as defined in Section 8.04.220. A garment manufacturing complex which rents, leases or lends space to no more than one garment manufacturing establishment is exempt from this definition.

(Ord. 2011-0042 § 24, 2011.)

8.04.220 - Garment manufacturing establishment.

"Garment manufacturing establishment" means any place, building or structure, room or portion thereof, where apparel and other garments and accessories are cut, sewed, assembled, embroidered, silk screened, or otherwise made, decorated, or finished, from fabrics and similar materials. Such apparel includes: suits, coats, work clothing, and other furnishings; outerwear and undergarments; hats, caps and millinery; fur goods; and miscellaneous apparel and accessories. "Garment manufacturing establishment" includes any place, building or structure, room or portion thereof, where graders, pattern makers, and sample makers of fabrics and similar materials are located.

(Ord. 94-0052 § 9, 1994; Ord. 12183 § 1, 1980; Ord. 12018 § 1, 1979; Ord. 8609 Art. 2 § 64.2, 1964.)

8.04.222 - Geothermal heat exchange well.

"Geothermal heat exchange well" means a geothermal heat exchange well as defined in Section 13713 of the California Water Code.

(Ord. 2011-0042 § 25, 2011.)

8.04.225 - Grading, scoring method and letter grade card.

- A. "Grading" means the letter grade issued by the county health officer at the conclusion of the routine inspection of a food facility. The grade shall be based upon the scoring method set forth in this section resulting from the food official inspection report and shall reflect the food facility's degree of compliance with all applicable federal, state and local statutes, orders, ordinances, quarantines, rules, regulations, or directives relating to the public health.
- B. "Scoring method" means a procedure used by the county health officer where a score is calculated by adding values predefined on the food official inspection report for violations that are observed during an inspection, and subtracting that total from 100. The resulting numerical sum, stated as a percentage, constitutes the score for the inspection.
- C. "Letter grade card" means a card that may be posted by the county health officer at a food facility upon completion of a routine inspection that indicates the letter grade of the facility as determined by the county health officer using the scoring method set forth in this section. For the purposes of this provision, a food facility shall include a food facility operating in conjunction with a food processing establishment.
- D. The county health officer, in his discretion, may immediately close any food facility which, upon completion of the routine inspection, does not achieve at least a "C" grade as defined herein. Nothing in this provision shall prohibit the county health officer from immediately closing any food facility if, in his discretion, immediate closure is necessary to protect the public health.

- E. The letter grade for a food facility shall be based upon the final numerical percentage score set forth in the food official inspection report, as follows:
1. A grade of "A" shall indicate a final score of 90 percent or higher as determined by the county health officer;
 2. A grade of "B" shall indicate a final score less than 90 percent but not less than 80 percent as determined by the county health officer;
 3. A grade of "C" shall indicate a final score less than 80 percent but not less than 70 percent as determined by the county health officer.

(Ord. 2010-0045 § 3, 2010; Ord. 97-0071 § 2 (part), 1997.)

8.04.230 - Hawker, personal.

"Personal hawker" means any person who vends processed packaged food, other than potentially hazardous food, at retail, which is carried by such person on his person in a container such as a pack, bag, box or basket.

(Ord. 92-0078 § 1, 1992; Ord. 11544 § 2, 1977; Ord. 8609 Art. 2 § 64.1, 1964.)

8.04.240 - Health officer.

"Health officer" means the director of the department of public health of the county of Los Angeles, or his duly authorized representative.

(Ord. 2006-0040 § 32, 2006; Ord. 8609 Art. 1 § 2, 1964.)

8.04.260 - Hotel.

- A. "Hotel" means any structure or any portion of a structure, including any inn, dormitory, Turkish bath, bachelor hotel, studio hotel, public club, private club, fraternity house, sorority house, and any other place containing six or more guest rooms which is occupied or intended or designed for occupation by six or more persons, whether rent is paid in money, goods, labor, or otherwise, or where no rent whatsoever is paid.
- B. "Hotel" shall not include any hospital, asylum, special-care home, sanitarium, orphanage, children's home, home for the aged, jail, detention home, or any other building or structure in which human beings are housed and detained under legal restraint. For purposes of this chapter, every 100 square feet of floor area in a dormitory shall be deemed to be a room.

(Ord. 94-0052 § 10, 1994; Ord. 8609 Art. 2 § 66, 1964.)

8.04.270 - Ice plant.

- A. "Ice plant" means any place or structure, other than a private residence, where ice intended to be used with drinks or food for human consumption, for the preservation of food, or other similar use, is manufactured for use, sale or distribution.
- B. A restaurant, motel, food market or other establishment having a valid public health permit shall not be required to obtain a separate public health permit for an ice plant where such ice plant is incidental to the operation of such establishment. Such ice plant shall be deemed, for the purposes of this chapter, not to be an ice plant.

(Ord. 96-0069 § 8, 1996; Ord. 8609 Art. 2 § 68, 1964.)

8.04.272 - Indirect sale.

"Indirect sale" means an interaction between a cottage food operation operator, a third-party retailer, and a consumer, where the consumer purchases cottage food products made by the cottage food operation from a third-party retailer that holds a valid permit issued pursuant to California Health and Safety Code section 114381. Indirect sales include, but are not limited to, sales made to retail shops or to retail food facilities where food may be immediately consumed on the premises.

(Ord. 2013-0025 § 10, 2013.)

8.04.275 - Inspection score card.

- A. "Inspection score card" means a card that may be posted by the county health officer at a food facility, upon completion of a routine inspection, that indicates the total numerical percentage score for the facility as determined by the county health officer and as set forth in the food official inspection report. For the purposes of this provision, a food facility shall include a food facility operating in conjunction with a food processing establishment.
- B. The county health officer, in his discretion, may immediately close any food facility which, upon completion of the routine inspection, achieves a total numerical percentage score less than 70 percent as set forth in Section 8.04.225. Nothing in this provision shall prohibit the county health officer from immediately closing any food facility if, in his discretion, immediate closure is necessary to protect the public health.

(Ord. 2010-0045 § 4, 2010; Ord. 97-0071 § 3 (part), 1997.)

8.04.277 - Interim Housing Facility.

"Interim housing facility" means any premises, structures, or portion thereof (except any hospital or other health facility as defined in section 1250 of the Health and Safety Code and except any mental health or alcoholism and drug abuse rehabilitation or treatment facility licensed by the State of California), used or intended to be used as a place where provisional sleeping or rooming accommodations are furnished on a temporary basis to persons who lack permanent housing, are experiencing homelessness or are at imminent risk of becoming homeless, with or without compensation from the resident and with or without meal service. "Interim housing facility" includes, but is not limited to, bridge housing, crisis housing, recuperative care housing, stabilization housing, recovery bridge housing, and shelters.

(Ord. 2018-0046 § 2, 2018.)

8.04.280 - Laundry.

- A. "Laundry" means any building, room or place, or portion thereof, used for the washing, ironing or drying of clothing, linen, towels, uniforms and other similar articles for money or other consideration.
- B. Also, "laundry" includes any establishment, except apartment houses, hotels, tourist courts, motels or mobilehome parks, in which six or more customer-operated laundry machines are installed and permitted to be used for a fee.

(Ord. 11545 § 1, 1977; Ord. 8848 § 3, 1965; Ord. 8609 Art. 2 § 69, 1964.)

8.04.283 - Limited Service Charitable Feeding Operation.

"Limited service charitable feeding operation" means an operation for food service to a consumer solely for providing charity, that is conducted by a nonprofit charitable organization operating with a registration from the County Health Officer, and whose food service is limited to the functions specified by State law.

(Ord. 2019-0003 § 3, 2019.)

8.04.285 - Local small water systems.

"Local small water systems" means a water system for the provision of piped water to county-owned or county-operated facilities, such as a fire station, library, school, or other similar institutions, for human consumption which serves at least one (1), but not more than four (4), service connections. Shared well agreement parcels and single parcels of land with homes occupied by members of the same family shall not be included in this classification.

(Ord. 2011-0042 § 26, 2011.)

8.04.288 - Massage Establishments.

"Massage Establishment" means any business that offers "massage", "massage services", or "massage therapy", including, but not limited to, reflexology, fomentations, shiatsu, alcohol rubs, Russian, Swedish, Turkish baths, or acupuncture or any combination thereof in exchange for compensation at a fixed place of business. Any business that offers any combination of massage therapy and bath facilities - including, but not limited to, showers, baths, wet and dry heat rooms, pools and hot tubs - shall be deemed a Massage Establishment under this Chapter. Excluded from the definition of "Massage Establishment" shall be any commercial sex venue as defined in Section 11.04.310.

(Ord. 2020-0008 § 38, 2020.)

8.04.290 - Meat.

"Meat" means any part, or the whole, of flesh, organs, bones or substance of any mammal.

(Ord. 8609 Art. 2 § 70, 1964.)

8.04.300 - Milk warehouse.

"Milk warehouse" means any place, building, structure, room or portion thereof other than where milk is bottled or processed, where milk is commercially stored or held for transfer at a temperature of 50 degrees Fahrenheit or below.

(Ord. 9354 § 2, 1967: Ord. 8609 Art. 2 § 71, 1964.)

8.04.305 - Mobile body art facility.

"Mobile body art facility" means a vehicle, conveyance, or other mobile platform approved for use by the department as a body art facility.

(Ord. 2012-0032 § 6, 2012; Ord. 99-0039 § 9, 1999.)

8.04.306 - Mobile food facility.

"Mobile food facility" means any vehicle used in conjunction with a commissary or other permanent food facility upon which food is sold or distributed at retail. "Mobile food facility" does not include a "transporter" used to transport packaged food from a food facility, or other approved source to the consumer.

(Ord. 2010-0045 § 5, 2010.)

8.04.310 - Mobile food-preparation units.

"Mobile food-preparation units" means any vehicle upon which ready-to-eat food is prepared, cooked, wrapped, packaged, or portioned for service, sale or distribution. However, for fee purposes, the term "mobile food-preparation vehicle" shall not include other types of vehicles specifically defined in this Chapter 8.04, Part 1.

(Ord. 12110 § 7, 1980; Ord. 8609 Art. 2 § 71.2, 1964.)

8.04.311 - Mobile support unit.

"Mobile support unit" means a vehicle used in conjunction with a commissary or other permanent food facility that travels to and services mobile food facilities as needed to replenish supplies, including food and potable water, clean the interior of the unit, or dispose of liquid or solid wastes. The county health officer shall have the discretion to score a mobile support unit pursuant to the method set forth in Section 8.04.225.

(Ord. 2010-0045 § 6, 2010.)

8.04.315 - Monitoring well.

"Monitoring well" means a monitoring well as defined in Section 13712 of the California Water Code.

(Ord. 2011-0042 § 27, 2011.)

8.04.316 - Motion picture catering operation.

A "motion picture catering operation" shall consist of a mobile food facility, no more than two mobile storage vehicles and outdoor food preparation and service areas, where the operator is

under contract to operate at a licensed film studio or at a site with a permit for filming on location, which permit is issued by the appropriate city or the county.

(Ord. 2013-0025 § 11, 2013.)

8.04.320 - Multiple dwelling unit.

"Multiple dwelling unit" means:

- A. Any structure, including an apartment house, condominium, or any portion of any structure, occupied, designed, or built, or rented for occupation as a home by five or more families, each living in a separate unit and cooking within such structure;
- B. A group of five or more dwelling units, including a condominium, other than a hotel, motel or tourist court, as defined in this chapter, located upon a single lot, adjoining lots or parcel of land and upon which the vacant or unoccupied portion thereof surrounding or abutting on said dwelling units is used or intended to be used in common by the inhabitants thereof;
- C. A "condominium" which consists of a parcel or area of land on which there exists a building or buildings, or portions thereof, occupied, designed or built, or rented for occupation as a home for five or more families, each living in a separate dwelling unit and cooking within such structure, the vacant or unoccupied portion thereof surrounding or abutting said dwelling is used or intended to be used in common by the inhabitants thereof.

(Ord. 9578 § 5, 1968: Ord. 8609 Art. 2 § 72, 1964.)

8.04.330 - Noncommunity/state small water system.

"Noncommunity/state small water system," as used in this chapter, means public water systems, as defined in Section 64411, Title 22, California Administrative Code as either a noncommunity water system or a state small water system.

(Ord. 12110 § 8, 1980: Ord. 8609 § 90.1, 1964.)

8.04.331 - Non-community water systems—Non-transient population.

"Non-community water systems—Non-transient population" means a non-community water system as defined in California Health and Safety Code, Section 116275(j) which regularly serves twenty-five (25) or more of the same persons for more than six (6) months per year.

(Ord. 2014-0038 § 3, 2014.)

8.04.332 - Non-community water systems—Transient population.

"Non-community water systems—Transient population" means a non-community water system as defined in California Health and Safety Code, Section 116275(j) which regularly serves fewer than twenty-five (25) of the same persons for more than six (6) months per year.

(Ord. 2014-0038 § 5, 2014.)

8.04.333 - Non-conventional onsite wastewater treatment system.

"Non-conventional onsite wastewater treatment system" (NOWTS) means an onsite wastewater treatment system that utilizes one or more supplemental treatment components to provide further treatment of the sewage effluent prior to discharging into the dispersal system. Supplemental treatment components include but are not limited to a three (3) compartment treatment tank, aerator, filter pods, pump, ultraviolet disinfection, clarifier, and effluent filtration.

(Ord. 2014-0038 § 6, 2014.)

8.04.334 - Nondiagnostic general health assessment program.

"Nondiagnostic general health assessment program" means any program engaged in the testing of human biological specimens for the purpose of referral to licensed sources of care, subject to the provisions of Sections 1244 and 1244.1 of the Business and Professions Code.

(Ord. 2014-0038 § 8, 2014.)

8.04.335 - Notice of closure.

"Notice of closure" means a public notice that may be posted by the county health officer at a food facility upon suspension or revocation of the facility's public health permit and that results in the immediate closure of the facility and the discontinuance of all operations of the food facility, by order of the county health officer, because of violations of applicable federal, state, and local statutes, orders, ordinances, quarantines, rules, regulations, or directives relating to the public health.

(Ord. 2014-0038 § 10, 2014.)

8.04.336 - Onsite wastewater treatment system.

"Onsite wastewater treatment system" (OWTS) means a system consisting of a septic tank with effluent discharging into a subsurface disposal field, into one (1) or more seepage pits, or into a combination of subsurface disposal field and seepage pits.

(Ord. 2014-0038 § 11, 2014.)

8.04.337 - Onsite wastewater treatment system evaluation—With no verification of prior system approval.

"Onsite wastewater treatment system evaluation—with no verification of prior system approval" means the review of construction plans to repair an existing onsite wastewater treatment system (OWTS) or non-conventional onsite wastewater treatment system (NOWTS) in order to restore the system to its originally intended condition or to determine that the proposed addition to a structure neither increases the designed flow nor requires greater capacities for an existing OWTS/NOWTS when evidence of the original approval of the system is not available.

(Ord. 2014-0038 § 12, 2014.)

8.04.338 - Onsite wastewater treatment system evaluation—With verification of prior system approval.

"Onsite wastewater treatment system evaluation—with verification of prior system approval" means the review of construction plans to repair an existing onsite wastewater treatment system (OWTS) or non-conventional onsite wastewater treatment system (NOWTS) in order to restore the system to its originally intended condition or to determine that the proposed addition to a structure neither increases the designed flow nor requires greater capacities for an existing OWTS/NOWTS when evidence of the prior approval of the system is available.

(Ord. 2014-0038 § 13, 2014.)

8.04.339 - Owner initiated inspection.

"Owner initiated inspection" means an inspection of a food facility that is conducted no more than once in any 12 month period by the county health officer at the request of a food facility's owner to provide the food facility the opportunity to improve the letter grade or numerical score issued by the county health officer pursuant to the provisions of this chapter.

(Ord. 98-0037 § 1, 1998.)

8.04.340 - Person.

"Person" means individual, partnership, firm or corporation.

(Ord. 8609 Art. 1 § 4, 1964.)

8.04.345 - Permanent supportive housing.

"Permanent supportive housing" means housing which is available to, and intended for, persons who are homeless, or at-risk of homelessness, and have multiple barriers to employment and housing stability, which barriers include mental illness, chemical dependency, or other disabling or chronic health conditions. To qualify as "permanent supportive housing" each tenant household must have a lease, or a similar form of occupancy agreement, without a limit on length of tenancy, as long as the terms and conditions of the lease or occupancy agreement are met. Additionally, all members of tenant households must have facilitated access to case managers who provide access to supportive services, including intensive case management, information and referral to services to health and dental care, mental health services, substance abuse services, transportation coordination, and linkage to potential out-placements for tenants.

(Ord. 2011-0042 §§ 30, 31, 2011.)

8.04.347 - Plan check and site evaluation.

"Plan check and site evaluation" means initial submission, review and approval of construction plans for business categories subject to this title, allowing for two plan reviews, one interim and one final site visit to grant approval of improvements. The health officer shall recover the reasonable expenses incurred in making necessary additional site inspections in order to grant final approval to an applicant for such approval.

(Ord. 93-0055 § 3, 1993.)

8.04.349 - Post-Coastal Commission approval.

"Post-Coastal Commission approval" means the review of construction plans approved by the California Coastal Commission to ensure that no changes or additional requirements have been imposed on an onsite wastewater treatment system project that would pose a risk or threat to public health or safety.

(Ord. 2014-0038 § 14, 2014.)

8.04.350 - Poultry.

"Poultry" means chickens, ducks, geese, turkeys and all other similar domestic birds or fowl.

(Ord. 8609 Art. 2 § 73, 1964.)

8.04.351 - Pre-Coastal Commission approval.

"Pre-Coastal Commission approval" means the project review of an onsite wastewater treatment system (OWTS) or non-conventional onsite wastewater treatment system (NOWTS) project, which is located in the Coastal Zone and requires a California Coastal Commission review.

(Ord. 2014-0038 § 15, 2014.)

8.04.353 - Prepackaged food.

"Prepackaged food" means any food prepared at an approved source, properly labeled and packaged by the manufacturer to prevent any contamination of the food prior to opening and/or consumption by the consumer.

(Ord. 2011-0042 § 32, 2011.)

8.04.360 - Private boarding school.

"Private boarding school" means any institution providing room and board and giving a course of training similar to that given in any grade of public school or college, but shall not include any establishment maintained by a public school or college, nor shall it include children's camps as defined in Section 8.04.080. A private boarding school may prepare and serve food to its students and employees without being classed as a "restaurant" as defined in Section 8.04.400.

(Ord. 8848 § 5, 1965: Ord. 8609 Art. 2 § 75, 1964.)

8.04.365 - Production well.

"Production well" means a well or water well as defined in Section 13710 of the California Water Code.

(Ord. 2011-0042 § 33, 2011.)

8.04.370 - Processor-owned milk-delivery vehicle.

"Processor-owned milk-delivery vehicle" means any vehicle owned by a processor of milk used for the delivery of milk at retail processed by such processor.

(Ord. 8713 § 2 (part), 1964: Ord. 8609 Art. 2 § 75.5, 1964.)

8.04.372 - Public health license.

"Public health license" means a written authorization, issued by the county health officer, to conduct a particular business or a particular occupation which is subject to regulation by the county and without which license said conduct would be unlawful.

(Ord. 2014-0024 § 2, 2014: Ord. 96-0069 § 11, 1996.)

8.04.373 - Public health permit.

"Public health permit" means a written authorization to operate a body art facility, food establishment or food facility, including but not limited to a food demonstrator, retail food market, retail food vehicle, dairy food vehicle, mobile food preparation unit, personal hawker, or vending machine, issued by the county health officer, without which permit said operation would be unlawful.

(Ord. 2014-0024 § 3, 2014: Ord. 2012-0032 § 7, 2012: Ord. 96-0069 § 12, 1996.)

8.04.380 - Public swimming area.

"Public swimming area" means any body of water used for swimming and open to the public, operated, maintained or supervised by any person who receives from the public, for its use, any money or other form of compensation, goods, wares, merchandise, labor or otherwise, but does not mean a swimming pool, or the area used for swimming along the Pacific Ocean.

(Ord. 8609 Art. 2 § 76, 1964.)

8.04.390 - Public water system.

"Public water system" means any collection, treatment, storage or distribution facilities for the provision of piped water to the public, for domestic use, with at least five service connections, or regularly serving an average of at least 25 individuals daily at least 60 days out of the year.

(Ord. 12110 § 2, 1980: Ord. 9578 § 6 (part), 1968: Ord. 8609 Art. 2 § 90, 1964.)

8.04.392 - Recycled Water Existing Site.

"Recycled Water Existing Site" means a project to convert an existing building or irrigation system to recycled water for non-potable uses.

(Ord. 2018-0024 § 1, 2018.)

8.04.393 - Recycled Water New Submittal.

"Recycled Water New Submittal" means a project to install a recycled water system for non-potable uses in conjunction with the construction of a new building.

(Ord. 2018-0024 § 2, 2018.)

8.04.395 - Residential hotel/single room occupancy.

"Residential hotel/single room occupancy" means a hotel which rents single rooms for more than thirty (30) days to be used by individuals as their primary residence and for sleeping purposes.

(Ord. 2011-0042 § 34, 2011.)

8.04.400 - Restaurant.

"Restaurant" means a food facility in a fixed location where food is stored, prepared, and offered for sale directly to the public for immediate consumption, either on or off the premises.

"Restaurant" includes any bistro, brasserie, buffet, cafe, coffee shop, cafeteria, sandwich shop, tavern, cocktail lounge, pub, theater snack bar, juice bars, bed and breakfast, private school cafeteria or eating establishment, and any other eating or drinking establishment, organization or club, including veterans' club, boarding house or guest house, which gives, sells or offers for sale, food or drink to the public, guests, patrons or employees.

(Ord. 2011-0042 § 35, 2011: Ord. 10278 § 2, 1971; Ord. 10030 § 1 (part), 1970: Ord. 8609 Art. 2 § 78, 1964.)

8.04.403 - Route location.

The owner/operator of a mobile food facility or mobile support unit shall complete a Mobile Food Facility Route Sheet, obtained from the county health officer, listing the complete address, telephone number and arrival/departure times of each location where the retail food business is being conducted. The Mobile Facility Route Sheet shall be maintained on file at the Vehicle Inspection Program. The owner/operator of a mobile food facility or mobile support unit shall

notify the county health officer of any significant changes to the Mobile Food Facility Route Sheet. Failure to provide an accurate and current Mobile Food Facility Route Sheet may result in suspension or revocation of the public health license or permit.

(Ord. 2010-0045 § 8, 2010.)

8.04.405 - Routine inspection.

"Routine inspection" means a periodic, unannounced inspection of any business or occupation specified in Section 8.04.720 to determine compliance with all applicable federal, state and local statutes, orders, ordinances, quarantines, rules, regulations, or directives relating to the public health. A routine inspection shall not mean an inspection conducted by the county health officer to determine compliance with a previously issued food official inspection report or any interim inspection conducted to determine compliance with specific regulations or legal requirements.

(Ord. 97-0071 § 5 (part), 1997.)

8.04.410 - Section.

Unless otherwise indicated by the context, "section" means a section of this chapter.

(Ord. 8609 Art. 1 § 11, 1964.)

8.04.415 - Senior feeding site.

"Senior feeding site" means a location which provides meals that were prepared at an offsite location previously approved by the County health officer, to senior citizens free of charge or at a reduced cost.

(Ord. 2011-0042 § 36, 2011.)

8.04.420 - Seepage/Sewage Pumping Vehicle.

"Seepage/sewage pumping vehicle" means any vehicle used in whole or in part for the transportation of septic tank, cesspool, chemical toilet, or sewage seepage-pit cleanings.

(Ord. 2018-0037 § 1, 2018; Ord. 8609 Art. 2 § 80, 1964.)

8.04.422 - Service Connection.

"Service connection" means the point of connection between a customer's piping or constructed conveyance, and a water system's meter, service pipe, or constructed conveyance.

(Ord. 2015-0065 § 1, 2015.)

8.04.424 - Shall and May.

The word "shall" is mandatory, the word "may" is permissive.

(Ord. 2015-0065 § 2, 2015.)

8.04.425 - Shared Kitchen Complex.

"Shared kitchen complex" means a food facility as defined under the California Retail Food Code or a food processing establishment as defined under the California Wholesale Food Code, or both, that is used as a place of business for the exclusive purpose of providing commercial space and equipment to multiple individuals or business entities which commercially prepare or handle food that will be offered for sale. For purposes of this provision, "commercially prepare or handle" shall include, but shall not be limited to, the making, cooking, baking, mixing, processing, packaging, bottling, canning or storing of food, and other necessary or related activities thereto.

(Ord. 2015-0065 § 3, 2015; Ord. 2011-0042 § 44, 2011.)

8.04.428 - Shared Kitchen Complex Tenant, Retail Food Operator.

"Shared kitchen complex tenant, retail food operator" means an individual or business entity operating within a shared kitchen complex whose business is limited to the retail sale of food products. A shared kitchen complex tenant retail food operator shall be permitted to prepare food for sale or service at a location other than the shared kitchen complex, including but not limited to catered events, community events and trade shows. A shared kitchen complex tenant retail food operator shall comply with all equipment, food safety, and public health requirements set forth in applicable state and local laws, regulations, and ordinances when conducting those activities set forth in Section 8.04.425 within a shared kitchen complex.

(Ord. 2015-0065 § 4, 2015.)

8.04.430 - Shared Kitchen Complex Tenant, Wholesale Food Processor.

"Shared kitchen complex tenant, wholesale food processor" means an individual or business entity operating within a shared kitchen complex who is authorized by the County health officer to conduct one of the following food processor businesses: (a) wholesale only, or (b) wholesale and retail. A shared kitchen complex tenant wholesale food processor may prepare food for sale or service at another location. A shared kitchen complex tenant wholesale food processor shall be permitted to prepare food for sale or service at a location other than the shared kitchen complex, including but not limited to catered events, community events, and trade shows. A shared kitchen complex tenant wholesale food processor shall be permitted to prepare and package food for sale to third party distributors, wholesalers, and other permitted food facilities. The shared kitchen complex tenant wholesale food processor shall comply with all equipment, food safety, and public health requirements set forth in applicable state and local laws, regulations, and ordinances when conducting those activities set forth in Section 8.04.425 within a shared kitchen complex.

(Ord. 2015-0065 § 5, 2015: Ord. 8609 Art. 1 § 5, 1964.)

8.04.432 - Soft serve.

"Soft serve" means the manufacturing of dairy and non-dairy products, as defined in the State Food and Agriculture Code, which include the following: ice cream from ice cream mix, or frozen yogurt from frozen yogurt mix, or lowfat yogurt from lowfat yogurt mix, or lowfat frozen dairy dessert from lowfat frozen dairy dessert mix, or nonfat frozen dairy dessert from nonfat frozen dairy dessert mix, when such products are manufactured from a dispensing freezer unit and are dispensed directly in a semifrozen state, to a retail customer at a food establishment or food facility which has been issued a valid public health permit by the county health officer.

(Ord. 96-0069 § 13, 1996.)

8.04.433 - Soft serve sampling.

"Soft serve sampling" means the securing of a sample of soft serve, by the county health officer, from a dispensing freezer unit of a food establishment or food facility, for laboratory testing to ensure that the sample does not exceed the maximum limits for bacteria, yeast or mold, as specified in the State Food and Agriculture Code.

(Ord. 96-0069 § 14, 1996.)

8.04.434 - Soft serve resampling.

"Soft serve resampling" means the third and all subsequent, additional, consecutive soft serve sampling, from a dispensing freezer unit of a food establishment or food facility, where laboratory testing of the two previous soft serve samplings demonstrated that the two previous soft serve samplings exceeded the maximum limits for bacteria, yeast or mold, as specified in the State Food and Agriculture Code.

(Ord. 96-0069 § 15, 1996.)

8.04.435 - Swap meet prepackaged food booth.

"Swap meet prepackaged food booth" means a temporary food facility, as defined by Section 114335(a) of the California Health and Safety Code, operated at a swap meet, by a swap meet operator or its lessee, which offers for sale, or gives away, only non-potentially hazardous prepackaged foods, and whole, uncut produce. As used in this section, "swap meet" and "swap meet operator" shall have the meanings set forth in Section 21661 of the Business and Professions Code.

(Ord. 2011-0042 § 45, 2011: Ord. 96-0069 § 16, 1996: Ord. 93-0055 § 4, 1993.)

8.04.436 - State small water systems.

"State small water systems" means a system for the provision of piped water to the public for human consumption which serves at least five (5), but not more than fourteen (14), service connections.

(Ord. 2011-0042 § 46, 2011.)

8.04.440 - Swimming pool.

"Swimming pool" means a wholly artificial basin, chamber or tank, constructed or prefabricated with impervious bottoms and sides, that is intended for recreational or therapeutic use.

"Swimming pool" includes spa pools, special purpose pools, and wading pools, but does not include baths where the main purpose is the cleansing of the body, nor individual therapeutic tubs that are drained and sanitized between each use. "Swimming pool" does not include any pool that is intended for non-commercial use as a pool by the occupants of not more than three (3) dwelling or living units.

(Ord. 2011-0042 § 37, 2011: Ord. 8609 Art. 2 § 81, 1964.)

8.04.441 - Swimming pool, high risk.

"Swimming pool, high risk," means a swimming pool, as defined in Section 8.04.440, located at a health club or water theme park.

(Ord. 2011-0042 § 38, 2011.)

8.04.442 - Swimming pool, low risk/limited use.

"Swimming pool, low risk/limited use," means a swimming pool, as defined in Section 8.04.440, located at multiple family dwellings with four (4) or more living units, mobile home parks, community pools that serve a collection of single family dwellings, and pools operated for six (6) months or less during the year that are kept empty when not in operation.

(Ord. 2013-0025 § 12, 2013: Ord. 2011-0042 § 39, 2011.)

8.04.443 - Swimming pool, moderate risk.

"Swimming pool, moderate risk," means a swimming pool, as defined in Section 8.04.440, located at a hotel, motel, public or private school, children's camp, swim school, country club, municipal facility, organization or medical facility.

(Ord. 2011-0042 § 40, 2011.)

8.04.444 - Swimming Pool Renovation, Major.

"Swimming Pool Renovation, Major" means any one of the following: re-plumb of a pool greater than one-hundred-thousand (100,000) gallons, installation of an ozone corona discharge

system, a chlorine salt generator, a solar heating system, installation of all new equipment, or any combination of standard or minor renovations, as those terms are defined in Section 8.04.446 and Section 8.04.445, respectively, estimated to require more than three (3) hours for review and approval by the County Health Officer. "Swimming Pool Renovation, Major" includes any resurfacing related to the work identified herein.

(Ord. 2018-0024 § 3, 2018; Ord. 2011-0042 § 41, 2011.)

8.04.445 - Swimming Pool Renovation, Minor.

"Swimming Pool Renovation, Minor," means any one of the following: replacement of a piece of equipment or drain cover, deck replacement and/or coping, a fencing addition or change, filter change, restroom addition or change, racing lanes, lighting or other renovation estimated to require one (1) hour or less for review and approval by the County Health Officer.

(Ord. 2018-0024 § 4, 2018; Ord. 2011-0042 § 42, 2011.)

8.04.446 - Swimming Pool Renovation, Standard.

"Swimming Pool Renovation, Standard," means any one of the following: re-plumb of a pool less than one-hundred-thousand (100,000) gallons or any combination of standard or minor renovations, as those terms are defined in Section 8.04.446 and Section 8.04.445, respectively, estimated to require more than one (1) hour but less than three (3) hours for review and approval by County Health Officer. "Swimming Pool Renovation, Standard" includes any resurfacing related to the work identified herein.

(Ord. 2018-0024 § 5, 2018; Ord. 2011-0042 § 43, 2011.)

8.04.447 - Swimming Pool, Resurface.

"Swimming Pool, Resurface" means any of the following: verification of rails, waterline and divider line tile, depth markers, covers, and coping. Resurface of pool or deck.

(Ord. 2018-0024 § 6, 2018.)

8.04.450 - Tax collector.

"Tax collector" means the tax collector of the county of Los Angeles, or his duly authorized representative.

(Ord. 8609 Art. 1 § 3, 1964.)

8.04.452 - Temporary food facility.

"Temporary food facility" means a temporary food facility, as defined in the California Health and Safety Code, Section 113930, approved by the County health officer, which operates at an approved community event.

(Ord. 2012-0032 § 8, 2012: Ord. 2011-0042 § 47, 2011.)

8.04.453 - Temporary food facility, demonstrator.

"Temporary food facility, demonstrator" means a temporary food facility operated at a community event for the purpose of offering or serving packaged or nonpackaged food, without charge, to the public for the purpose of publicizing, advertising, or promoting the sale of food products or food equipment, which operates by permit for up to twenty-five (25) consecutive or non-consecutive days in a ninety (90) day period.

(Ord. 2012-0032 § 9, 2012: Ord. 2011-0042 § 48, 2011.)

8.04.454 - Temporary food facility, prepackaged.

"Temporary food facility, prepackaged" means a temporary food facility operating at a community event which offers for sale only commercially prepackaged food with or without offering prepackaged samples, and which operates by permit for up to twenty-five (25) consecutive or non-consecutive days in a ninety (90) day period.

(Ord. 2012-0032 § 10, 2012: Ord. 2011-0042 § 49, 2011.)

8.04.455 - Temporary food facility, prepackaged with food sampling.

"Temporary food facility, prepackaged with food sampling" means a temporary food facility operating at a community event which offers for sale only commercially prepackaged food and offers or serves nonpackaged food to the public without charge for the purpose of promoting the sale of food, and which operates by permit for up to twenty-five (25) consecutive or non-consecutive days in a ninety (90) day period.

(Ord. 2012-0032 § 11, 2012: Ord. 2011-0042 § 50, 2011.)

8.04.456 - Temporary food facility, food preparation.

"Temporary food facility, food preparation" means a temporary food facility operating at a community event which offers for sale nonpackaged food, and which operates by permit for up to twenty-five (25) consecutive or non-consecutive days in a ninety (90) day period.

(Ord. 2012-0032 § 12, 2012: Ord. 2011-0042 § 51, 2011.)

8.04.457 - Temporary food booth at single location annual, prepackaged.

"Temporary food booth at single location annual, prepackaged" means a prepackaged temporary food facility as defined in Section 8.04.454, which operates as a food booth at a community event or multiple community events held at a single location for up to twelve (12) months per year.

(Ord. 2012-0032 § 13, 2012: Ord. 2011-0042 § 52, 2011.)

8.04.458 - Temporary food booth at single location annual, prepackaged with food sampling.

"Temporary food booth at single location annual, prepackaged with food sampling" means a prepackaged temporary food facility with food sampling as defined in Section 8.04.455, which operates as a food booth at a community event or multiple community events held at a single location for up to twelve (12) months per year.

(Ord. 2012-0032 § 14, 2012: Ord. 2011-0042 § 53, 2011.)

8.04.459 - Temporary food booth at single location annual food booth, food preparation.

"Temporary food booth at single location annual food booth, food preparation" means a temporary food facility, food preparation as defined in Section 8.04.456, which operates as a food booth at a community event or multiple community events held at a single location for up to twelve (12) months per year.

(Ord. 2012-0032 § 15, 2012: Ord. 2011-0042 § 54, 2011.)

8.04.460 - Theater.

- A. "Theater" means any building, room or place where any play, motion picture, concert, opera, circus, trick or jugglery show, or gymnastic exhibition is held, given or shown, and where an admission fee is charged.
- B. For fee purposes, "theater" shall not include cafes, nightclubs, and similar establishments which have a valid restaurant public health permit and where the seats for the audience are counted in computing the restaurant public health permit fee.
- C. A "theater" may, however, have a snack bar or a refreshment stand without being classified as a restaurant, if no food items are prepared on the premises.

(Ord. 96-0069 § 17, 1996: Ord. 94-0052 § 11, 1994: Ord. 10030 § 1 (part), 1970: Ord. 8609 Art. 2 § 82, 1964.)

8.04.470 - Toilet rental agency.

"Toilet rental agency" means any person who supplies or maintains toilet structures to be used for temporary periods.

(Ord. 8848 § 7 (part), 1965: Ord. 8609 Art. 2 § 83, 1964.)

8.04.480 - Toilet structure.

"Toilet structure" means any room or compartment provided and maintained for a temporary period of time at a construction site or other similar temporary location, to be used for defecation or urination purposes. Said room or compartment may include but is not limited to a chemical toilet or a water-closet room satisfactory for the purposes for which it is intended to be used.

(Ord. 8609 Art. 2 § 84, 1964.)

8.04.485 - Tobacco Retailing.

"Tobacco retailing" means selling, offering for sale or distribution, exchanging, or offering to exchange, for any form of consideration, tobacco, tobacco products, or tobacco paraphernalia, without regard to the quantity sold, distributed, exchanged, or offered for exchange.

(Ord. 2007-0118 § 1, 2007.)

8.04.490 - Tourist court or motel.

"Tourist court" or "motel" means a group of attached or detached buildings containing six or more individual sleeping or living units, designed for or used temporarily by automobile tourists or transients, with garage attached or parking space conveniently located to each unit, including auto courts, motels or motor lodges.

(Ord. 8609 Art. 2 § 85, 1964.)

8.04.500 - Vending machine.

- A. "Vending machine" means any self-service device offered for public use, which upon the insertion of coins, or tokens, or by other means dispenses unit servings of food or drink, either in bulk, cups or in packages, without the necessity of replenishing the device between each vending operation.
- B. For purposes of this chapter, however, "vending machine" shall not include vending machines that dispense, exclusively, bottled drinks, gum, candy or other not readily perishable food when it is determined by the health officer that such vending machines do not require routine inspection for the protection of the public health.

(Ord. 8609 Art. 2 § 86, 1964.)

8.04.510 - Vending machine business.

"Vending machine business" means the business of selling food or drinks by means of vending machines by one person, regardless of the number of locations at which the vending machines are located.

(Ord. 8642 § 1 (part), 1964: Ord. 8609 Art. 2 § 87, 1964.)

8.04.520 - Water treatment system.

"Water treatment system" means any water-using or water-operated equipment, mechanism, device or contrivance installed on any domestic water-supply line to or within any consumer

premises, for use with or without the introduction of chemicals for purposes of water treatment. Approved salt (sodium chloride) regenerated zeolite water-softeners are excepted for purposes of this chapter.

(Ord. 12110 § 10, 1980: Ord. 8609 Art. 2 § 90.5, 1964.)

8.04.522 - Well construction.

"Well construction" means to drill, dig, bore, or excavate any well or to convert any industrial, or irrigation well for use as a domestic water well.

(Ord. 2011-0042 § 55, 2011.)

8.04.523 - Well destruction.

"Well destruction" means to destroy a well as defined in Los Angeles County Code, Title 11, Section 11.38.330.

(Ord. 2011-0042 § 56, 2011.)

8.04.524 - Well renovation.

"Well renovation" means to deepen an existing well or any modification of an existing well or well casing.

(Ord. 2011-0042 § 57, 2011.)

8.04.525 - Well yield test.

A well yield test means the established protocol acceptable to the director by which an authorized tester as defined in 11.38.275, investigates the sustainability of a water source through pumping and recovery measurements.

(Ord. 2005-0053 § 2, 2005.)

8.04.530 - Wiping rag business.

"Wiping rag business," as used in this chapter, means the business of laundering, sanitizing or selling wiping rags.

(Ord. 11545 § 2 1977: Ord. 8609 Art. 2 § 91, 1964.)

8.04.535 - X-ray Machine, High Energy Source.

"X-ray Machine, High Energy Source" means an X-ray or other radiation emitting device operating at 301 kVp and greater.

(Ord. 2018-0024 § 7, 2018.)

8.04.536 - X-ray Machine, Low Energy Source.

"X-ray Machine, Low Energy Source" means an X-ray or other radiation emitting device operating at 70 kVp and lower.

(Ord. 2018-0024 § 8, 2018.)

8.04.537 - X-ray Machine, Medium Energy Source.

"X-ray Machine, Medium Energy Source" means an X-ray or other radiation emitting device operating at 71 kVp to 300kVp.

(Ord. 2018-0024 § 9, 2018.)

Part 2 - GENERAL LICENSING REQUIREMENTS

8.04.540 - Purpose and statutory authority of chapter provisions.

The purpose of the ordinance codified in this chapter is to establish a public health license and public health permit fee system for activities subject to state statutes, orders, quarantines, rules or regulations relating to public health, so that county expenses resulting from enforcement of such state statutes, rules or regulations are offset by the fees collected. The authority for this chapter is Section 101325 of the California Health and Safety Code and Section 33252 of the Food and Agricultural Code.

(Ord. 96-0069 § 18, 1996: Ord. 93-0055 § 5, 1993: Ord. 12258 § 1, 1980: Ord. 8609 Art. 1 § 6, 1964.)

8.04.550 - Jurisdiction.

Public health licenses and permits required by this chapter shall be required of any business or activity within the area in which the county health officer enforces any state statute, order, quarantine, rule or regulation relating to public health, whether within or outside an incorporated city.

(Ord. 96-0069 § 19, 1996: Ord. 8609 Art. 1 § 7, 1964.)

8.04.560 - Business in fixed location—Public health license and permit requirements.

Any person conducting, at a fixed location, any business, occupation or other activity listed in Section 8.04.720 of this chapter within the geographic area under the jurisdiction of the county health officer shall procure a county public health license or permit from the county health officer. Such license or permit shall be in addition to any other license or permit required by this county or by any other public jurisdiction.

(Ord. 2014-0024 § 4, 2014: Ord. 96-0069 § 20, 1996: Ord. 88-0106 § 1, 1988: Ord. 8609 Art. 1 § 12, 1964.)

8.04.570 - Business in fixed location—Receipted tax bill in lieu when.

Notwithstanding Section 8.04.560, any person conducting at a fixed location any business, occupation or other activity which is the subject of a direct assessment pursuant to Part 3 of this chapter shall be permitted to use their receipted tax bill in lieu of a public health license.

(Ord. 12167 § 1 (part), 1980: Ord. 8609 Art. 1 § 12.1, 1964.)

8.04.580 - Itinerant businesses—Public health permit requirements.

- A. Any person conducting a business, occupation or other activity listed in Section 8.04.720 of this chapter within the geographic area under the jurisdiction of the county health officer, but not at a fixed location, shall procure each year a county public health permit from the county health officer. Such permit shall be in addition to any other license or permit required by this county or by any other public jurisdiction.
- B. Either the lessor or the lessee of a food vehicle must obtain a permit. If the lessor obtains the permit and there is a change in the lessee, he shall notify the county health officer and obtain a new permit. If a lessee obtains the permit, any subsequent lessee shall obtain a new permit.

(Ord. 2014-0024 § 5, 2014: Ord. 96-0069 § 21, 1996: Ord. 88-0106 § 2, 1988: Ord. 9354 § 1 (part), 1967: Ord. 8609 Art. 1 § 13, 1964.)

8.04.590 - Separate public health licenses and permits for separate activities.

If a person engages in, conducts, manages or carries on at the same time more than one of the activities for which a public health license or permit is required by this chapter, he shall be deemed to be engaging in, conducting, managing and carrying on each such activity separately and apart from the other such activity, and a separate license or permit shall be procured for each activity, whether located on the same premises or not, except in those cases specifically mentioned in this chapter.

(Ord. 96-0069 § 22, 1996: Ord. 8848 § 1 (part), 1965: Ord. 8609 Art. 1 § 14, 1964.)

8.04.595 - Public health license and permit—Annual certification inspection.

The owner/operator of a mobile food facility or mobile support unit shall obtain an annual certification inspection from the county health officer. The enforcement agency shall initially approve all mobile food facilities and mobile support units as complying with California Health and Safety Code Chapters 1-8, inclusive, 10 and 13. The county health officer shall then issue a certification sticker which shall be affixed to the mobile food facility or mobile support unit. The sticker will be valid during the fiscal year corresponding to the mobile food facility's or mobile support unit's current public health operating permit. Failure to secure an annual certification sticker shall result in a suspension or revocation of the public health license or permit.

(Ord. 2010-0045 § 9, 2010.)

8.04.600 - Public health license and permit—Application requirements.

Every person desiring a public health license or permit to conduct any business, occupation or other activity provided for in this chapter shall file an application with the county health officer upon a form to be provided by the county health officer, and at such time pay the required fee and penalty, if any.

(Ord. 2014-0024 § 6, 2014: Ord. 96-0069 § 23, 1996: Ord. 88-0106 § 3, 1988: Ord. 8609 Art. 1 § 20, 1964.)

8.04.610 - Public health license and permit—County health officer action on application.

Upon receipt of an application with all pertinent data and the public health license or permit fee, and on condition that the applicant meets all criteria required by law, the county health officer, shall issue the license or permit to the licensee or permittee.

(Ord. 2014-0024 § 7, 2014: Ord. 96-0069 § 24, 1996: Ord. 88-0106 § 4, 1988: Ord. 8609 Art. 1 § 21, 1964.)

8.04.620 - Biennial certification examination fee.

Certified backflow prevention device testers shall be examined biennially to certify their competence in backflow prevention device testing and reporting. An examination fee shall be established to offset the costs of administering the certification examination.

(Ord. 12110 § 4, 1980: Ord. 8609 Art. 1 § 12.1, 1964.)

8.04.630 - Water treatment system evaluation investigation fee.

Proposals for installation of water treatment systems shall be investigated and evaluated to determine the need for and suitability of the proposed water treatment system. A fee shall be established to offset the costs of the water treatment system evaluation investigation.

(Ord. 12110 § 5, 1980: Ord. 8609 Art. 1 § 12.2, 1964.)

8.04.635 - Plan check requirements for certain business classifications.

- A. Every person proposing to construct, remodel or change the public health license or permit classification of any business listed in Section 8.04.725 of this chapter shall make application to the county health officer and submit the required plan checking fees at the time of submission of plans to the county health officer.
- B. Such plan checking fees are in addition to any other public health license or permit fees which may be required for the operation of these establishments.

(Ord. 96-0069 § 25, 1996: Ord. 88-0106 § 5, 1988: Ord. 12188 § 1, 1980: Ord. 8609 Art. 1 § 12.3, 1964.)

8.04.640 - Public health license and permit—Period of validity—Renewals—Fee proration.

- A. Except as provided in subsection B of this section, public health licenses and permits required by this chapter shall be issued for a period of one year, with the license and permit year beginning on July 1st, and extending through June 30th of the following year. Such licenses and permits shall be renewable from year to year upon payment, on or before the delinquency date of each such year, of the fee required by Sections 8.04.710 and 8.04.720 of this chapter, or upon payment of such fee plus penalties.
- B. Where an initial public health license or permit is issued to a person for a business or activity commencing during a license or permit year, the license or permit fee shall be:
 - 1. If the business commences during the months of July, August or September, the full annual fee;
 - 2. If the business commences during the months of October, November or December, three-quarters of the annual fee;
 - 3. If the business commences during the months of January, February or March, one-half of the annual fee;
 - 4. If the business commences during the months of April, May or June, one-quarter of the annual fee.
- C. License fees placed on the secured tax roll pursuant to Part 3 of this chapter shall not be prorated.

(Ord. 96-0069 § 26, 1996: Ord. 94-0052 § 12, 1994: Ord. 88-0106 § 6, 1988: Ord. 12167 § 1 (part), 1980: Ord. 8609 Art. 1 § 17, 1964.)

8.04.645 - Fees for additional reinspections of food-related businesses.

In addition to the public health license and permit fees provided by Section 8.04.640, all persons engaged in the sale or processing of food shall pay the appropriate reinspection fee listed in Section 8.04.720 of this chapter. A reinspection fee shall be due and payable whenever:

- A. The County health officer has given an official inspection report identifying a public health code violation or violations to the person who owns or operates such a business, and the notice contains a reinspection date by which the violation or violations must be corrected;
- B. The violation or violations have not been corrected by the reinspection date provided on the official inspection report; and
- C. An additional reinspection is necessary to determine that the violation or violations have been corrected.

(Ord. 2011-0042 § 58, 2011: Ord. 96-0069 § 27, 1996: Ord. 89-0080 § 1, 1989.)

8.04.650 - Notice to be given.

- A. All official inspection reports issued to food-related businesses shall contain a notice similar to the following:
"Failure to correct the above violations by the compliance date may result in additional fees of (amount of fee) for each additional reinspection."
- B. When an additional reinspection fee is due and payable pursuant to Section 8.04.645 of this chapter, the county health officer shall provide a written notice of additional reinspection fee and the delinquency date for payment of the fee to the person engaged in such business. The written notice shall provide a warning similar to the following:
"Notice — Because of necessary additional reinspections of your business, you must pay a fee of (amount of fee). The fee shall be collected by the county health officer and must be received or postmarked on or before (date of delinquency)."

Failure to pay such fee by this date shall result in the assessment of a penalty of \$50.00, plus interest of 1-1/2 per month, in addition to the underlying fee."

(Ord. 2014-0024 § 8, 2014: Ord. 2011-0042 § 59, 2011: Ord. 89-0080 § 2, 1989.)

8.04.655 - Collection of reinspection fee.

The reinspection fee, interest at the rate set forth in Section 8.04.840 and any penalty thereon shall be collected by the county health officer. The county health officer may add any unpaid balance to the amount due for any subsequent public health license or permit renewal or license or permit application by the person who owns or operates such food-related business or refer any delinquent fees to the Treasurer and Tax Collector for collection. The total amount due shall be the license or permit fee for such business.

(Ord. 2014-0024 § 9, 2014: Ord. 96-0069 § 28, 1996: Ord. 89-0080 § 3, 1989.)

8.04.660 - Public health license or permit—Fictitious name restrictions.

- A. A public health license or permit may be issued pursuant to this chapter to a corporation duly authorized to transact business in this state, or to a person operating under a fictitious name who has complied with all of the provisions of Section 1790 et seq. of the Business and Professions Code of this state or any statute superseding or taking the place of such code sections. Otherwise, all such licenses or permits shall be issued in the true name of the individual or individuals applying therefor. Except as above provided, no business so licensed or issued a permit may operate under any false or fictitious name.
- B. A public health license or permit issued to a corporation shall designate such corporation by the exact name which appears in the articles of incorporation of such corporation.

(Ord. 96-0069 § 29, 1996: Ord. 88-0106 § 8, 1988: Ord. 8609 Art. 1 § 15, 1964.)

8.04.670 - Fee exemptions—Blind persons.

- A. The county health officer shall issue without fee a public health license or permit to any blind person who otherwise would be entitled to such license or permit if such person files with the county health officer a certificate by a licensed physician and surgeon or by the Department of Rehabilitation of the state of California that he is a blind person as those words are used in this section.
- B. As used in this section a "blind person" means a person having not more than 10 percent visual acuity in the better eye with correction.

(Ord. 2014-0024 § 10, 2014: Ord. 96-0069 § 30, 1996: Ord. 88-0106 § 9, 1988: Ord. 8689 § 1, 1964; Ord. 8609 Art. 1 § 32, 1964.)

8.04.700 - Fee exemptions—Conditions for charitable activities.

An activity for which a public health license or permit is required by this chapter shall be deemed to qualify for a no-fee license or permit if:

- A. The entity providing the activity complies with United States Code, Title 26, Internal Revenue Code, Section 501(c)(3); and
- B. The activity which is being licensed or permitted exclusively provides:
 - 1. Meals without charge to the recipient; or,

2. Housing without charge to the recipient or at reduced rents through Permanent Supportive Housing as that term is defined in Section 8.04.345; or,
3. Therapeutic services without charge to the recipient. For purposes of this Section 8.04.700, "therapeutic services" shall mean activities intended to treat an illness or disability.

(Ord. 2011-0042 § 61, 2011: Ord. 96-0069 § 32, 1996: Ord. 9127 § 1, 1966: Ord. 8609 Art. 1 § 33.1, 1964.)

8.04.705 - Fees for unlicensed activities.

- A. The county shall recover the cost of the County health officer's enforcement activities when they are otherwise not regulated by a public health license or permit as listed in Section 8.04.720. The county shall also recover any reasonable costs that it may incur in connection with the collection of such fees.
- B. The fee shall be assessed when:
 1. The County health officer has issued an official inspection report or notice of violation requiring correction of a condition found to exist on property owned, maintained or occupied by the person or persons liable for such condition; or
 2. The County health officer has spent at least one (1) hour in attempting to obtain correction of the condition.
- C. The fee shall be determined in accordance with the Standard Hourly Billing Rate Schedule in Section 8.04.728 Subsection C.

(Ord. 2011-0042 § 62, 2011: Ord. 96-0069 § 33, 1996: Ord. 93-0055 § 6, 1993.)

8.04.710 - Fee requirements generally.

Unless otherwise specified, the annual public health license or permit fees required to be paid to perform or carry on, conduct or engage in any of the businesses, occupations, institutions or acts set forth in Section 8.04.720 within the area under the jurisdiction of the county health officer shall be as listed in Section 8.04.720.

(Ord. 97-0055 § 4, 1997: Ord. 96-0069 § 34, 1996: Ord. 12157 § 1 (part), 1980: Ord. 12136 § 1 (part), 1980: Ord. 12110 § 3 (part), 1980: Ord. 11931 § 1 (part), 1979: Ord. 11725 § 1 (part), 1978: Ord. 11524 § 4 (part), 1977: Ord. 11344 § 3 (part), 1976: Ord. 8609 Art. 3 § 101, 1964.)

8.04.715 - Duty to obey health officer.

In addition to paying the fee prescribed in Section 8.04.720, in order to perform or carry on, conduct or engage in any of the businesses, occupations, institutions or acts set forth in Section 8.04.720 within the area under the jurisdiction of the county health officer, and as a condition of the continued validity of a health license or permit, all persons shall comply with all state statutes, orders, quarantines, rules, regulations, or directives relating to the public health.

(Ord. 97-0055 § 5, 1997.)

8.04.720 - Fee Schedule.

Business Classification	Permit Fee
Animal food market	\$201.00
Animal keeper:	
Category I	522.00
Category II	646.00
Category III	708.00
Boarding home:	
7 to 15 persons	584.00
16 to 50 persons	708.00
51 or more persons	783.00
Body art facility:	
1 to 3 practitioners	423.00
4 or more practitioners	440.00
Chargeable re-inspection	162.00
Cannabis facility, Cultivation:	
Type A - Small (1 - 9,999 square feet)	1,623.00
Type A - Medium (10,000 - 21,999 square feet)	1,991.00
Type A - Large (over 22,000 square feet)	2,360.00
Type M - Small (1 - 9,999 square feet)	1,623.00
Type M - Medium (10,000 - 21,999 square feet)	1,991.00

Type M - Large (22,000+ square feet)	2,360.00
Type A & M - Small (1 - 9,999 square feet)	1,623.00
Type A & M - Medium (10,000 - 21,999 square feet)	1,991.00
Type A & M - Large (22,000+ square feet)	2,360.00
Cannabis facility, Cultivation Microbusiness:	
Type A - Small (1 - 2,999 square feet)	1,180.00
Type A, Medium (3,000 - 6,999 square feet)	1,549.00
Type A - Large (7,000 - 10,000 square feet)	1,918.00
Type M - Small (1 - 2,999 square feet)	1,180.00
Type M - Medium (3,000 - 6,999 square feet)	1,549.00
Type M - Large (7,000 - 10,000 square feet)	1,918.00
Type A & M - Small (1 - 2,999 square feet)	1,180.00
Type A & M - Medium (3,000 - 6,999 square feet)	1,549.00
Type A & M - Large (7,000 - 10,000 square feet)	1,918.00
Cannabis facility, Distribution:	
Type A - Small (1 - 4,999 square feet)	3,098.00
Type A - Medium (5,000 - 9,999 square feet)	3,430.00
Type A - Large (10,000+ square feet)	3,762.00
Type M - Small (1 - 4,999 square feet)	3,098.00
Type M - Medium (5,000 - 9,999 square feet)	3,430.00
Type M - Large (10,000+ square feet)	3,762.00

Type A & M - Small (1 - 4,999 square feet)	3,098.00
Type A & M - Medium (5,000 - 9,999 square feet)	3,430.00
Type A & M - Large (10,000+ square feet)	3,762.00
Cannabis facility, Distribution Microbusiness:	
Type A - Small (1 - 4,999 square feet)	3,098.00
Type A - Medium (5,000 - 9,999 square feet)	3,430.00
Type A - Large (10,000+ square feet)	3,762.00
Type M - Small (1 - 4,999 square feet)	3,098.00
Type M - Medium (5,000 - 9,999 square feet)	3,430.00
Type M - Large (10,000+ square feet)	3,762.00
Type A & M - Small (1 - 4,999 square feet)	3,098.00
Type A & M - Medium (5,000 - 9,999 square feet)	3,430.00
Type A & M - Large (10,000+ square feet)	3,762.00
Cannabis facility, Manufacturing:	
Type A Level 1 - Small (1 - 999 square feet)	3,098.00
Type A Level 1 - Medium (1,000 - 4,999 square feet)	3,430.00
Type A Level 1 - Large (5,000+ square feet)	3,762.00
Type A Level 2 - Small (1 - 999 square feet)	3,098.00
Type A Level 2 - Medium (1,000 - 4,999 square feet)	3,430.00
Type A Level 2 - Large (5,000+ square feet)	3,762.00
Type M Level 1 - Small (1 - 999 square feet)	3,098.00

Type M Level 1 - Medium (1,000 - 4,999 square feet)	3,430.00
Type M Level 1 - Large (5,000+ square feet)	3,762.00
Type M Level 2 - Small (1 - 999 square feet)	3,098.00
Type M Level 2 - Medium (1,000 - 4,999 square feet)	3,430.00
Type M Level 2 - Large (5,000+ square feet)	3,762.00
Type A & M Level 1 - Small (1 - 999 square feet)	3,098.00
Type A & M Level 1 - Medium (1,000 - 4,999 square feet)	3,430.00
Type A & M Level 1 - Large (5,000+ square feet)	3,762.00
Type A & M Level 2 - Small (1 - 999 square feet)	3,098.00
Type A & M Level 2 - Medium (1,000 - 4,999 square feet)	3,430.00
Type A & M Level 2 - Large (5,000+ square feet)	3,762.00
Cannabis facility, Manufacturing Microbusiness:	
Type A Level 1 - Small (1 - 999 square feet)	3,098.00
Type A Level 1 - Medium (1,000 - 4,999 square feet)	3,430.00
Type A Level 1 - Large (5,000+ square feet)	3,762.00
Type M Level 1 - Small (1 - 999 square feet)	3,098.00
Type M Level 1 - Medium (1,000 - 4,999 square feet)	3,430.00
Type M Level 1 - Large (5,000+ square feet)	3,762.00
Type A & M Level 1 - Small (1 - 999 square feet)	3,098.00
Type A & M Level 1 - Medium (1,000 - 4,999 square feet)	3,430.00
Type A & M Level 1 - Large (5,000+ square feet)	3,762.00

Cannabis facility, Retail:	
Type A - Small (1 - 999 square feet)	1,942.00
Type A - Medium (1,000 - 4,999 square feet)	2,164.00
Type A - Large (5,000+ square feet)	2,385.00
Type M - Small (1 - 999 square feet)	1,942.00
Type M - Medium (1,000 - 4,999 square feet)	2,164.00
Type M - Large (5,000+ square feet)	2,385.00
Type A & M - Small (1 - 999 square feet)	1,942.00
Type A & M - Medium (1,000 - 4,999 square feet)	2,164.00
Type A & M - Large (5,000+ square feet)	2,385.00
Cannabis facility, Retail Microbusiness:	
Type A - Small (1 - 999 square feet)	1,942.00
Type A - Medium (1,000 - 4,999 square feet)	2,164.00
Type A - Large (5,000+ square feet)	2,385.00
Type M - Small (1 - 999 square feet)	1,942.00
Type M - Medium (1,000 - 4,999 square feet)	2,164.00
Type M - Large (5,000+ square feet)	2,385.00
Type A & M - Small (1 - 999 square feet)	1,942.00
Type A & M - Medium (1,000 - 4,999 square feet)	2,164.00
Type A & M - Large (5,000+ square feet)	2,385.00
Caterer:	

0 to 999 square feet	2,179.00
1,000 to 1,999 square feet	2,379.00
2,000 or more square feet	3,018.00
Catering Operation	184.00
Catering Operation Host Facility	358.00
Certified farmers' markets sponsor:	
1 to 20 certified producers	215.00
21 or more certified producers	323.00
Children's camp	772.00
Commercial sex venue	1,088.00
Commercial laundry:	
Less than 4,000 square feet	299.00
More than 4,000 square feet	772.00
Cottage food operation, Class B	292.00
Fertilizer manufacturer	1,791.00
Food demonstrator	436.00
Food facility or food establishment re-inspection	145.00
Food market, retail:	
1 to 1,999 square feet—low risk	289.00
1 to 1,999 square feet—moderate risk	723.00
1 to 1,999 square feet—high risk	1,153.00

2,000 or more square feet—low risk	388.00
2,000 or more square feet—moderate risk	827.00
2,000 or more square feet—high risk	1,341.00
Food market, wholesale	984.00
Food market complex, wholesale	1,438.00
Food processing establishment:	
Low risk	1,098.00
Less than 2,000 square feet of food preparation	2,300.00
2,000 to 5,999 square feet of food preparation	2,707.00
6,000 square feet or more of food preparation	3,018.00
Reinspection—all sizes	200.00
Food salvager	2,090.00
Food vehicle:	
Food vehicle, independent delivery	127.00
Mobile food facility—food cart, low risk	393.00
Mobile food facility—food cart, high risk	772.00
Mobile food facility—food truck, low risk	692.00
Mobile food facility—food truck, high risk	905.00
Food vehicle commissary:	
0 to 10 vehicles	573.00
11 or more vehicles	652.00

Food vehicle storage facility	382.00
Food vehicle cleaning and storage facility	421.00
Food warehouse:	
1 to 4,999 square feet	405.00
5,000 or more square feet	445.00
Garment manufacturing establishment:	
Up to 1,000 square feet	597.00
1,001 to 4,999 square feet	672.00
5,000 to 9,999 square feet	697.00
10,000 to 19,999 square feet	721.00
More than 20,000 square feet	796.00
Garment manufacturing complex	772.00
Hotel or motel:	
6 to 10 rooms	498.00
11 to 20 rooms	498.00
21 to 50 rooms	610.00
51 to 100 rooms	635.00
101 rooms and over	746.00
Interim Housing Facility:	
1 to 25 beds	Fee Exempt

26 to 50 beds	Fee Exempt
51 to 75 beds	Fee Exempt
76 to 100 beds	Fee Exempt
101 or more beds	Fee Exempt
Interim Housing Food Facility:	
1 to 1,999 square feet	Fee Exempt
2,000 to 4,999 square feet	Fee Exempt
5,000 to 9,999 square feet	Fee Exempt
10,000 or more square feet	Fee Exempt
Laundry (self-service):	
Less than 4,000 square feet of work rooms	186.00
4,000 square feet or more of work rooms	254.00
Massage establishment	409.00
Motion picture catering operation	1,160.00
Multiple-dwelling units:	
Apartments—5 to 10 units	344.00
Apartments—11 to 20 units	355.00

Apartments—21 to 50 units	423.00
Apartments—51 to 100 units	453.00
Apartments—101+ units	480.00
Condominiums—5 to 10 units	127.00
Condominiums—11 to 20 units	138.00
Condominiums—21 to 50 units	153.00
Condominiums—51 to 100 units	223.00
Condominiums—101 or more units	327.00
Onsite Wastewater Treatment Systems:	
Conventional	\$5.00
Non-Conventional	\$43.00
Seepage/sewage pumping vehicle operator	\$124.00
Personal hawker	224.00
Private boarding school	746.00
Private school cafeteria	547.00
Recycled water:	
Inspection	299.00
Use site registration	75.00
Residential hotel/single room occupancy:	
6 to 10 units	498.00
11 to 20 units	498.00

21 to 50 units	610.00
51 to 100 units	635.00
101 or more units	746.00
Restaurant:	
0 to 30 seats—low risk	319.00
0 to 30 seats—moderate risk	719.00
0 to 30 seats—high risk	1,206.00
31 to 60 seats—low risk	344.00
31 to 60 seats—moderate risk	762.00
31 to 60 seats—high risk	1,309.00
61 to 150 seats—low risk	370.00
61 to 150 seats—moderate risk	838.00
61 to 150 seats—high risk	1,375.00
151 seats or more—low risk	400.00
151 seats or more—moderate risk	932.00
151 seats or more—high risk	1,438.00
(In computing drive-in restaurant seating capacity, each customer parking space shall be calculated as equivalent to a seating capacity of two. Notwithstanding any of the foregoing, when the restaurant is a snack bar or refreshment stand on the premises of a walk-in or drive-in theater, as set forth in Section 8.04.400 of this chapter, the fee shall be equivalent to that imposed on a restaurant of less than thirty (30) seats.)	
Senior feeding site	361.00
Sewage cleaning and carrying vehicle	209.00

Shared Kitchen Complex:	
1 to 9,999 square feet	2,252.00
10,000 or more square feet	2,775.00
Tenant retail food operator, annual	150.00
Tenant retail food operator, quarterly	55.00
Tenant wholesale food processor, annual	222.00
Tenant wholesale food processor, quarterly	110.00
Soft serve	276.00
Soft serve, State fee	49.00
Swap meet prepackaged food booth	182.00
Swimming pool or public swimming area:	
High risk:	
First pool at location	1,007.00
Each additional pool at the same location	522.00
Low risk:	
First pool at location	274.00
Each additional pool at the same location	162.00
Moderate risk:	
First pool at location	672.00
Each additional pool at the same location	348.00
Theater (including drive-in)	269.00

Tobacco retail license fee	235.00
Toilet rental agency	547.00
Vending machines:	
1-3 vending machines	71.00
Each additional machine	26.00
Water systems, Public:	
15 to 24 service connections	1,268.00
25 to 99 service connections	1,418.00
100 to 199 service connections	1,567.00
State small water system (5 to 14 service connections)	971.00
Non-community water system non-transient	971.00
Non-community water system transient	971.00
Wiping rag business	821.00

(Ord. 2020-0008 § 39, 2020; Ord. 2019-0003 § 4, 2019; Ord. 2018-0046 § 3, 2018; Ord. 2018-0037 § 2, 2018; Ord. 2018-0024 § 10, 2018; Ord. 2018-0011 § 4, 2018; Ord. 2017-0060 § 2, 2017; Ord. 2015-0065 § 6, 2015; Ord. 2014-0038 § 16, 2014; Ord. 2013-0025 § 13, 2013; Ord. 2012-0032 § 16, 2012; Ord. 2012-0012 § 6, 2012; Ord. 2011-0042 § 63, 2011; Ord. 2007-0118 § 2, 2007; Ord. 2007-0089 § 3, 2007; Ord. 2007-0088 § 1, 2007; Ord. 2006-0057 § 1, 2006; Ord. 2006-0004 § 2, 2006; Ord. 2005-0053 § 3, 2005; Ord. 2004-0047 § 1, 2004; Ord. 2003-0061 § 1, 2003; Ord. 2002-0066 § 10, 2002; Ord. 2001-0069 § 1, 2001; Ord. 99-0039 § 10, 1999; Ord. 98-0037 § 2, 1998; Ord. 96-0069 § 35, 1996; Ord. 94-0060 § 1, 1994; Ord. 94-0052 § 13, 1994; Ord. 93-0055 § 7, 1993; Ord. 93-0009 § 2, 1993; Ord. 92-0078 § 2, 1992; Ord. 91-0098 § 9, 1991; Ord. 90-0149 § 6, 1990; Ord. 90-0090 § 1, 1990; Ord. 89-0080 § 4, 1989; Ord. 88-0106 § 11, 1988; Ord. 87-0064 § 1, 1987; Ord. 86-0099U § 1, 1986; Ord. 85-0111U § 1, 1985; Ord. 84-0099 § 1, 1984; Ord. 84-0097U § 1, 1984; Ord. 83-0157 § 2, 1983; Ord. 83-0116 § 2, 1983; Ord. 83-0054 § 1, 1983; Ord. 82-0148 § 2, 1982; Ord. 82-0079 § 1, 1982; Ord. 81-0055 § 1, 1981; Ord. 12301 § 1 (part), 1981; Ord. 12363 § 1 (part), 1981; Ord. 12258 §§ 4 and 5, 1980; Ord. 12157 § 1 (part), 1980; Ord. 12136 § 1 (part), 1980; Ord. 12110 § 3 (part), 1980; Ord. 12018 § 2,

1979; Ord. 11931 § 1 (part), 1979: Ord. 11725 § 1, 1978: Ord. 11545 § 3, 1977; Ord. 11544 §§ 4 and 5, 1977; Ord. 11524 § 4, 1977: Ord. 11355 § 3 (part), 1976: Ord. 11148 § 1, 1975: Ord. 11142 § 1, 1975: Ord. 10931 § 1, 1974: Ord. 10701 § 1, 1973: Ord. 10529 § 1, 1972: Ord. 10030 § 1 (part), 1970: Ord. 9803 § 4 (part), 1969: Ord. 9613 § 1, 1968: Ord. 9578 §§ 1, 6 (part), 7-9, 1968: Ord. 9354 §§ 3 (part) and 4, 1967: Ord. 9127 §§ 2 (part) and 3, 1966: Ord. 8852 §§ 5-7, 1965: Ord. 8848 §§ 7 (part), 8-14, 1967: Ord. 8713 § 2 (part), 1964: Ord. 8642 § 1 (part), 1964; Ord. 8609 Art. 3 §§ 101.9-130, 1964.)

8.04.725 - Schedule of Plan Check Fees.

The Schedule of Plan Check fees to be paid at the time plans are submitted to the County Health Officer shall be as follows:

Business Classification	Plan Check Fees
Body art facility:	
Permanent cosmetics	343.00
Remodel	343.00
Tattooing, Piercing, Branding	568.00
Cannabis facility:	
Cultivation - Small (1 - 9,999 square feet)	1,721.00
Cultivation - Medium (10,000 - 21,999 square feet)	1,942.00
Cultivation - Large (22,000+ square feet)	2,164.00
Distribution - Small (1 - 4,999 square feet)	2,139.00
Distribution - Medium (5,000 - 9,999 square feet)	2,508.00
Distribution - Large (10,000+ square feet)	2,729.00
Manufacturing - Small (1 - 999 square feet)	2,139.00
Manufacturing - Medium (1,000 - 4,999 square feet)	2,581.00

Manufacturing - Large (5,000+ square feet)	2,803.00
Retail - Small (1 - 999 square feet)	1,573.00
Retail - Medium (1,000 - 4,999 square feet)	1,795.00
Retail - Large (5,000+ square feet)	2,114.00
Cross-connection - Recycled Water New Submittal	1,791.00
Cross-connection - Recycled Water Existing Site	2,776.00
Food facility remodel:	
300 square feet or less	315.00
Food market, retail:	
25 to 50 square feet	858.00
51 to 1,999 square feet	1,119.00
2,000 to 5,999 square feet	1,232.00
6,000 to 19,999 square feet	1,567.00
20,000 or more square feet	1,903.00
Food market, wholesale	1,500.00
Food market complex, wholesale	2,314.00
Food processing establishment:	
1 to 1,999 square feet	1,754.00
2,000 to 5,999 square feet	2,164.00
6,000 or more square feet	2,586.00
Food salvager	534.00

Food vehicle, retail	746.00
Food vehicle commissary	796.00
Food vehicle storage facility	201.00
Food vehicle cleaning and storage facility	201.00
Food warehouse:	
0 to 500 square feet	858.00
501 to 4,999 square feet	1,007.00
5,000 to 9,999 square feet	1,157.00
10,000 or more square feet	1,268.00
Licensed health care facility:	
Less than 500 square feet	1,044.00
500 to 1,999 square feet	1,530.00
2,000 to 3,999 square feet	1,844.00
4,000 to 9,999 square feet	2,276.00
10,000 or more square feet	2,723.00
On-site wastewater treatment systems:	
Post Coastal Commission approval (onsite wastewater treatment system or non-conventional onsite wastewater treatment system)	451.00
Pre-Coastal Commission approval (onsite wastewater treatment system)	1,528.00
Pre-Coastal Commission approval (non-conventional onsite wastewater treatment system)	1,986.00
Project review (onsite wastewater treatment system—new or replacement)	1,528.00

Project review (non-conventional onsite wastewater treatment system—new or replacement)	1,986.00
Onsite wastewater treatment system evaluation—with verification of prior system approval	447.00
Onsite wastewater treatment system evaluation—with no verification of prior system approval	522.00
Radiation health:	
X-ray machine, Low Energy Source	622.00
X-ray machine, Medium Energy Source	977.00
X-ray Machine, High Energy Source	1,776.00
Restaurant:	
Less than 500 square feet	1,044.00
500 to 1,999 square feet	1,530.00
2,000 to 3,999 square feet	1,865.00
4,000 to 9,999 square feet	2,276.00
10,000 or more square feet	2,723.00
Shared Kitchen Complex:	
1 to 9,999 square feet	3,102.00
10,000 or more square feet	3,731.00
Swimming Pool, Public:	
Additional Plan Correction Review	163.00
Field Consultation (up to 1 hour)	163.00

Field Consultation (up to 2 hours)	327.00
Swimming pool, public	1,021.00
Major Renovation <3000'sq & 40ft wide	1,021.00
Major Renovation Additional <3000'sq & 40ft wide	721.00
Major Renovation Large >3000'sq & 40ft wide	1,306.00
Major Renovation Large Additional >3000'sq & 40ft wide	980.00
Minor Renovation Additional Pool/Spa	245.00
Minor Renovation Single Item	354.00
Minor Renovation Two Items	544.00
Minor Renovation Three or More Items	680.00
New Pool Large >3000'sq & 40ft wide	2,613.00
New Pool Large Additional >3000'sq & 40ft wide	1,796.00
New Pool <3000'sq & 40ft wide	1,796.00
New Pool Additional <3000'sq & 40ft wide	1,157.00
Pool Resurface	721.00
Pool Resurface Additional Pool/Spa	408.00
Supplemental Field Inspection Verification	191.00
Public Water systems:	
Community water systems (new or revised or ownership change)	1,493.00
Non-community water system (new or revised or ownership change)	1,194.00
Alternate Water Systems:	

Untreated Graywater	1,878.00
Graywater Residential Irrigation	1,960.00
Graywater Non-Residential Irrigation	2,205.00
Graywater Residential Indoor	2,123.00
Graywater Non-Residential Indoor	2,205.00
Rainwater for Residential Outdoor	2,041.00
Rainwater for Non-Residential Outdoor	2,449.00
Rainwater for Residential Indoor	2,205.00
Rainwater for Non-Residential Indoor	2,613.00
Stormwater Non-Residential Outdoor	1,470.00
Stormwater Non-Residential Indoor	3,511.00

(Ord. 2018-0024 § 11, 2018: Ord. 2018-0011 § 5, 2018; Ord. 2017-0060 § 2, 2017; Ord. 2015-0065 § 7, 2015; Ord. 2014-0038 § 17, 2014: Ord. 2013-0025 § 14, 2013: Ord. 2012-0032 § 17, 2012: Ord. 2011-0042 § 64, 2011: Ord. 2007-0088 § 2, 2007: Ord. 2006-0057 § 2, 2006: Ord. 2005-0053 § 4, 2005: Ord. 2004-0047 § 2, 2004: Ord. 2003-0061 § 2, 2003: Ord. 2002-0066 § 11, 2002: Ord. 2001-0069 § 2, 2001: Ord. 99-0039 § 11, 1999: Ord. 93-0055 § 8, 1993: Ord. 92-0078 § 3, 1992: Ord. 91-0098 § 10, 1991: Ord. 90-0149 § 7, 1990: Ord. 90-0090 § 2, 1990: Ord. 88-0106 § 12, 1988: Ord. 87-0064 § 2, 1987: Ord. 86-0099U § 2, 1986: Ord. 85-0111U § 2, 1985: Ord. 84-0099 § 2, 1984: Ord. 84-0097U § 2, 1984: Ord. 83-0054 § 2, 1983: Ord. 82-0079 § 2, 1982: Ord. 12363 § 1 (part), 1981: Ord. 12188 § 2, 1980: Ord. 8609 Art. 3 § 151, 1964.)

8.04.728 - Service Charges—Basis—Payment.

- A. Whenever another government jurisdiction requires a person to secure an inspection, evaluation, report or approval by the County Health Officer, necessitating the County Health Officer to provide a service, such person shall pay a fee to offset the costs incurred by the County Health Officer as set forth in this section.
- B. Any person who voluntarily seeks to secure, from the County Health Officer, an inspection, evaluation, report, approval, or other service not listed in Section 8.04.720 shall pay a fee to offset the costs incurred by the County Health Officer as set forth in this section.
- C. Requests for special services described in Subsections A and B of this section shall be made on forms provided for that person by the County Health Officer. Services provided by the County Health Officer that are not listed

in Section 8.04.720 and that are not detailed in the Schedule of Service Charge in Subsection F, shall be charged in accordance with the following Standard Billing Hourly Rate Schedule. All applicable fees, as provided in this chapter, shall be paid at the time of application or request.

Position Classification	Rate (\$/hr)
Chief Environmental Health Specialist	196.00
Clerical—Blended	87.00
Environmental Health Specialist II	148.00
Environmental Health Specialist III/IV Environmental Health Staff	167.00
Environmental Health Technician	99.00
Epidemiologist	189.00
Industrial Hygienist	180.00
Senior Radiation Protection Specialist	178.00
Community Worker	90.00

- D. The County Health Officer, upon request and in his or her discretion, may provide to a party requesting plan review an Expedited Construction Inspection. The initial Expedited Construction Inspection shall be completed within forty-eight (48) hours from receipt of payment of the fee. The fee charged shall be one-half (0.5) of the appropriate plan check fee and shall cover the cost of the initial and, if the County Health Officer deems it necessary, a final construction inspection. If a final construction inspection is deemed necessary, the party shall submit a separate request for such final construction inspection which shall be completed within forty-eight (48) hours from the time said request is received. Any additional construction inspections will be charged according to the Standard Billing Hourly Rate Schedule in Subsection C above.
- E. The County Health Officer, upon request and in his or her discretion, may provide to a party requesting an Expedited Plan Check Review Process. An Expedited Plan Check Review Process shall consist of the initial plan review to be completed within ten (10) working days from receipt of payment of the fee and one follow-up plan review, and upon separate request, an initial and, if the County Health Officer deems it necessary, a final construction inspection to be completed within forty-eight (48) hours from the time said request is received. A fee shall be charged at the rate of one and a half (1.5) times the appropriate plan check fee and shall cover the cost of the expedited initial and follow-up plan review and the expedited initial and final construction inspections. Any additional reviews or inspections will be charged according to the Standard Billing Hourly Rate Schedule in Subsection C above.
- F. Following is the Schedule of Service Charges for services provided by the County Health Officer. Failure to pay said fees constitutes a violation of this Section and may be prosecuted as such.

Backflow prevention assembly (each):	\$37.00
Backflow prevention device tester:	
Biennial certification examination tester fee	340.00
Listing of certified backflow prevention device testers	276.00
Body art:	
Bloodborne pathogens exposure control training approval	499.00
Practitioner annual certificate of registration	54.00
Temporary event promoter	1,640.00
Temporary facility	150.00
Community event (a separate permit is required for each event and each location):	
Community event organizer	358.00
Temporary food facility—demonstrator	59.00
Temporary food facility—prepackaged	82.00
Temporary food facility—prepackaged with food sampling	116.00
Temporary food facility—food preparation	184.00
Temporary food booth at single location-Annual, food preparation	507.00
Temporary food booth at single location-Annual, Prepackaged	164.00
Temporary food booth at single location-Annual, Prepackaged with food sampling	209.00
Contract water use survey	52.00
Cottage food operation:	

Class A, annual registration	118.00
Complaint investigation	212.00
Entomology:	
Specimen identification	41.00
Limited Charitable Feeding Operation Registration	118.00
Massage establishment:	
Site evaluation	164.00
Mountain cabin site:	
County Health Officer inspection (per United States Forest Service requirements)	Standard Billing Hourly Rate
Nondiagnostic laboratories:	
Annual fee	150.00
Additional fee site	48.00
Additional diagnostic test fee	144.00
Owner initiated inspection:	
a. Restaurant—low risk	330.00
b. Restaurant—moderate risk	391.00
c. Restaurant—high risk, Caterer, Mobile Food Facility, or Motion Picture Catering Operation	440.00
d. Food market retail—low risk	288.00
e. Food market retail—moderate risk	359.00
f. Food market retail—high risk	383.00

g. Mobile Food Facility	421.00
Public health license waiver letter request (garment industry)	286.00
Public/state water system enforcement activities:	
Public water system administrative hearing	373.00
Public water system citation	746.00
Public water system NOV	299.00
State—local water system administration hearing	373.00
State—local water system citation	597.00
State—local water system NOV	299.00
Site transfer/site address change	51.00
Shared kitchen complex:	
Application review—tenant retail food operator	180.00
Application review—tenant wholesale food processor	180.00
Soft serve high count resample	447.00
Shut down test for Alternate Water Systems	2,368.00
Swimming pool service technician/apprentice exam and certification:	
Swimming pool service technician/apprentice exam	212.00
Swimming pool service technician/apprentice technician certification renewal fee	75.00
Water sampling—commercial for USDA	821.00
Water supply yield:	

Water supply yield test—commercial	1,038.00
Water supply yield test	2,152.00
Water treatment system evaluation	519.00
Wells:	
Exploratory Soil Boring 1-4	126.00
Exploratory Soil Boring 5+	406.00
Well Construction/Destruction 1-10 Wells (Monitoring and geothermal)	735.00
Well Construction/Destruction 11-24 Wells (Monitoring and geothermal)	825.00
Well Construction/Destruction 25+ Wells (Monitoring and geothermal)	1,666.00
Well construction (production, cathodic, irrigation)	970.00
Well destruction—or renovation (production, cathodic, irrigation)	1,268.00
Well application cancellation	75.00
Well site plan review	584.00

(Ord. 2020-0008 § 40, 2020; Ord. 2019-0003 § 5, 2019; Ord. 2018-0024 § 12, 2018; Ord. 2018-0011 § 5, 2018; Ord. 2016-0065 § 3, 2016; Ord. 2015-0065 § 8, 2015; Ord. 2014-0038 § 18, 2014; Ord. 2013-0025 § 15, 2013; Ord. 2012-0032 § 18, 2012; Ord. 2012-0012 § 7, 2012; Ord. 2011-0042 § 65, 2011; Ord. 2007-0088 § 3, 2007; Ord. 2006-0057 § 3, 2006; Ord. 2005-0053 § 5, 2005; Ord. 2004-0047 § 3, 2004; Ord. 2003-0061 § 3, 2003; Ord. 2002-0066 § 12, 2002; Ord. 2001-0069 § 3, 2001; Ord. 99-0039 § 12, 1999; Ord. 98-0037 § 3, 1998.)

8.04.730 - Public health license and permit—Contents.

Each public health license and permit shall state the person to whom, and the kind of business or businesses, the account identifier, and the location for which it is issued, and the date of issuance, the license or permit period for which it is issued, and shall refer to this chapter and be signed by the county health officer.

(Ord. 2014-0024 § 11, 2014: Ord. 96-0069 § 36, 1996: Ord. 88-0106 § 13, 1988: Ord. 8848 § 1 (part), 1965: Ord. 8609 Art. 1 § 25, 1964.)

8.04.740 - Public health license and permit—Exhibition on request.

Every person having a public health license or permit under the provisions of this chapter shall produce and exhibit the same whenever requested to do so by any officer authorized to issue, inspect or collect licenses and permits.

(Ord. 96-0069 § 37, 1996: Ord. 8609 Art. 1 § 24, 1964.)

8.04.750 - Public health license and permit—Posting at fixed place of business.

Every person having a public health license or permit under the provisions of this chapter and conducting, managing or carrying on a business or occupation at a fixed place of business, shall keep such license or permit posted and exhibited while in force in some conspicuous part of said place of business.

(Ord. 96-0069 § 38, 1996: Ord. 8609 Art. 1 § 2, 1964.)

8.04.752 - Posting requirements—Penalty for noncompliance—Documents available for public review.

- A. Upon issuance by the county health officer, the health officer shall post at every food facility the letter grade card or the inspection score card as determined by the county health officer, so as to be clearly visible to the general public and to patrons entering the facility. "Clearly visible to the general public and to patrons" means:
 - 1. Posted in the front window of the food facility within five (5) feet of the front door or posted in a display case mounted on the outside front wall of the food facility within five (5) feet of the front door;
 - 2. Posted adjacent to the pass out window on a mobile food facility, or on the customer service side of an unenclosed mobile food facility; or
 - 3. Posted in a location as directed and determined in the discretion of the county health officer to ensure proper notice to the general public and to patrons.
- B. In the event that a food facility is operated in the same building or space as a separately licensed or permitted business, or in the event that a food facility shares a common patron entrance with such a separately licensed or permitted business, or in the event of both, the county health officer shall post the letter grade card or the inspection score card in the initial patron contact area, or in a location as determined in the discretion of the county health officer.
- C. The letter grade card and the inspection score card shall not be defaced, marred, reproduced, copied, camouflaged, hidden or removed. It is unlawful to operate a food facility unless the letter grade card or the inspection score card as determined by the county health officer, is in place as set forth hereunder. Removal of the letter grade card or the inspection score card is a violation of this chapter and may result in the suspension or revocation of the public health permit and shall be punishable as specified in Section 8.04.930.
- D. Every food facility shall post a legibly lettered sign which displays the following information so as to be clearly visible to the general public and to patrons entering the facility:

Any public health concerns regarding this facility should be directed to the County of Los Angeles, Environmental Health office located at: _____ (local office address and telephone number to be provided by the county health officer).

- E. The food official inspection report upon which the letter grade card or the inspection score card is based and all subsequent reports issued by the county health officer shall be maintained at the food facility and shall be available to the general public and to patrons for review upon request. The food facility shall keep the food official inspection report and all subsequent reports until such time as the county health officer completes the next routine inspection of the facility and issues a new food official inspection report.

(Ord. 2010-0045 § 10, 2010; Ord. 97-0071 § 6 (part), 1997.)

8.04.755 - Letter grade card and inspection score card—Period of validity.

A letter grade card or inspection score card shall remain valid until the county health officer completes the next routine inspection of the food facility.

(Ord. 2010-0045 § 11, 2010; Ord. 97-0071 § 7 (part), 1997.)

8.04.760 - Public health permit—Carrying by itinerants.

Every person having such permit and not having a fixed place of business shall carry such permit with him at all times while carrying on the business or occupation for which same was granted.

(Ord. 96-0069 § 39, 1996; Ord. 8609 Art. 1 § 23, 1964.)

8.04.770 - Vehicle and equipment identification.

The county health officer may, when he deems necessary, issue in conjunction with any public health license or permit required by this chapter further identification in the form of a license plate, decal or gummed sticker. Upon issuance of same, he shall, in writing, advise the licensee or permittee as to where this identification is to be affixed.

(Ord. 2014-0024 § 12, 2014; Ord. 96-0069 § 40, 1996; Ord. 88-0106 § 14, 1988; Ord. 8609 Art. 1 § 37, 1964.)

8.04.780 - Vending machine operator requirements.

- A. Each food or drink vending machine shall have affixed thereon, in an accessible place, an identification plate made of durable material, setting forth the model number or symbol of the machine and the serial number identifying each machine.
- B. In addition, there shall be affixed to each food or drink vending machine a decal or other indication furnished by the county health officer that the required public health permit fee has been paid for the current year.
- C. The operator of a food or drink vending machine business shall maintain in its headquarters or principal place of business a current record or list by serial number of every such machine and its location within the area under the jurisdiction of the county health officer.

(Ord. 2014-0024 § 13, 2014; Ord. 96-0069 § 41, 1996; Ord. 88-0106 § 15, 1988; Ord. 8609 Art. 2 § 88, 1964.)

8.04.790 - Public health license and permit—Transfer.

- A. Any public health permit, once issued, is nontransferable. A public health permit shall be valid only for the person, location, and type of activity approved at the time of issuance and, unless suspended or revoked for cause, for the time period indicated.
- B. A public health license shall be valid only for the person and type of activity approved at the time of issuance. Any public health license required by this chapter may be transferred by the licensee upon application to the county health officer and under the following conditions:
 - 1. Investigation by the county health officer determines the proposed facility and its method of operation will conform to all applicable laws and regulations;
 - 2. The proposed facility remains within the same type of activity and the same category of operation as the original facility, as specified in Section 8.04.720; and
 - 3. The transfer is not in conflict with any applicable law or regulation.
- C. The county may recover from the person transferring the public health license all reasonable costs that it incurs in connection with the transfer.

(Ord. 98-0037 § 4, 1998: Ord. 96-0069 § 42, 1996: Ord. 94-0052 § 14, 1994: Ord. 88-0106 § 16, 1988: Ord. 11524 § 3, 1977: Ord. 8848 § 1 (part), 1965: Ord. 8609 Art. 1 § 35, 1964.)

8.04.800 - Public health license and permit—Partnership transfer fee.

If a public health license or permit is issued to a partnership and the partnership is changed by the addition of new partners, the license or permit may be transferred to the new partnership if the new partnership makes application for such transfer in the same manner as for a new license or permit and pays a transfer fee of \$10.00 to the county health officer.

(Ord. 2014-0024 § 14, 2014: Ord. 96-0069 § 43, 1996: Ord. 8609 Art. 1 § 36, 1964.)

8.04.810 - Lost public health license and permit replacement.

Where, from such evidence as he sees fit to require, the county health officer finds that a public health license or permit (whether in the form of a tag, plate, paper or card, sticker, or otherwise) has been lost, he shall issue a duplicate license or permit to the owner thereof upon payment of \$20.00.

(Ord. 2014-0024 § 15, 2014: Ord. 98-0037 § 5, 1998: Ord. 96-0069 § 44, 1996: Ord. 88-0106 § 17, 1988: Ord. 11524 § 2, 1977: Ord. 8609 Art. 1 § 34, 1964.)

8.04.817 - Public health license and permit—Reporting requirements.

Every person having a public health license or permit under the provisions of this chapter shall report to the Department of Public Health the following changes of status to the business within 15 days of the change:

- A. Change of mailing address;
- B. Sale and/or transfer of ownership;
- C. Permanent closure or cessation of business.

(Ord. 2014-0024 § 16, 2014: Ord. 98-0037 § 6, 1998.)

8.04.820 - Procedures for issuing public health licenses and permits for temporary activities.

- A. Notwithstanding Section 8.04.640, if the applicant for a public health license or permit under this chapter shows to the satisfaction of the county health officer that because a business or occupation or other activity is of a seasonal nature, or because of statutory or ordinance regulations or restrictions, or because of acquisition by the public of the premises on which the occupation or business or other activity is situated, or because of similar reasons, such business, occupation or activity can only be carried on for a limited period of time, not more than three-quarters of a year, a license or permit may be issued for such period of time and the license or permit fee shall be the following fraction of the annual fee:
 - 1. One-quarter of a year or less, one-fourth;
 - 2. More than one-quarter but not more than one-half of a year, one-half;
 - 3. More than one-half but not more than three-quarters of a year, three-fourths.
- B. Such license or permit may be issued for the limited period without regard to fiscal years.
- C. Notwithstanding any other provision of this section, a swimming pool shall not be considered a seasonal activity.

(Ord. 2014-0024 § 17, 2014: Ord. 2011-0042 § 66, 2011: Ord. 96-0069 § 45, 1996: Ord. 94-0052 § 15, 1994: Ord. 88-0106 § 18, 1988: Ord. 11524 § 1, 1977: Ord. 10278 § 1, 1971: Ord. 9354 § 1 (part), 1967: Ord. 8696 § 1, 1964: Ord. 8609 Art. 1 § 17.5, 1964.)

8.04.830 - Public health license and permit—Delinquency date.

- A. "Delinquency date" means:
 - 1. In the case of a license or permit renewal, the 32nd day of the applicable license or permit year;
 - 2. In the case of a newly established business or activity for which a license or permit is required, the 61st day after the commencement of the business or activity;
 - 3. In the case of an additional reinspection fee for a food-related business, the 32nd day after notice of additional reinspection fee is mailed or personally delivered to the person engaged in the food-related business.
- B. In the case of those businesses or activities which are the subject of a direct assessment pursuant to Part 3 of this chapter, delinquency date for county taxes collected on the secured roll.

(Ord. 96-0069 § 46, 1996: Ord. 89-0088 § 5, 1989: Ord. 12167 § 2 (part), 1980: Ord. 9803 § 1 (part), 1969: Ord. 8848 § 1 (part), 1965: Ord. 8609 Art. 1 § 18, 1964.)

8.04.840 - Public health license and permit—Penalty for late fee payment.

If any fee required by Division 1 of this title is not paid prior to the delinquency date, in addition to such fee, the licensee or permittee shall pay a penalty equal to 25 percent of the fee or \$50.00, whichever is greater, plus an additional amount equal to one and one-half percent of the license or permit fee owed for each month the fee plus penalties remain delinquent, commencing the first day of the first calendar month that begins at least 60 days after the delinquency date.

(Ord. 96-0069 § 47, 1996: Ord. 88-0106 § 19, 1988: Ord. 12301 § 1 (part), 1981: Ord. 9803 § 1 (part), 1969: Ord. 8875 § 1, 1965: Ord. 8609 Art. 1 § 19, 1964.)

8.04.841 - Late fee payment—Community event/seasonal permit.

A community event organizer application or a temporary food facility application shall be considered late if submitted less than fourteen (14) calendar days prior to the start of the event for which the application is submitted. Any application considered late shall be subjected to a penalty fee equal to twenty-five (25) percent of the permit fee or fifty (50) dollars, whichever is greater.

(Ord. 2012-0032 § 19, 2012.)

8.04.842 - Late fee payment—Lien against licensee or permittee authorized when.

If the fee and penalty as described in Section 8.04.840 of this chapter is not paid within 90 days after the delinquency date, a certificate of lien may be recorded against the licensee or permittee as authorized by Section 101345 of the California Health and Safety Code.

(Ord. 96-0069 § 48, 1996: Ord. 12301 § 2 (part), 1981: Ord. 8609 Art. 1 § 19.2, 1964.)

8.04.844 - Late fee payment—Additional penalty following lien.

Upon recordation of a certificate of lien described in Section 8.04.842, an additional penalty fee of \$15.00 shall be paid by the licensee or permittee.

(Ord. 96-0069 § 49, 1996: Ord. 12301 § 2 (part), 1981: Ord. 8609 Art. 1 § 19.3, 1964.)

8.04.850 - Public health license—Penalty for late direct assessment fees.

Notwithstanding the provisions of Section 8.04.840, any fee required by this chapter which is not paid prior to the delinquency date and is included as a direct assessment pursuant to Part 3 of this chapter, shall bear the same penalty as delinquent taxes on the secured tax roll.

(Ord. 96-0069 § 50, 1996: Ord. 12167 § 1 (part), 1980: Ord. 8609 Art. 1 § 19.1, 1964.)

8.04.860 - County health officer—Fee collection and other duties.

The county health officer shall collect the license and permit fees and penalties under this chapter when he receives the application for a license or permit, and perform such other duties as are prescribed by this chapter.

(Ord. 2014-0024 § 18, 2014: Ord. 96-0069 § 51, 1996: Ord. 88-0106 § 20, 1988: Ord. 8609 Art. 1 § 28, 1964.)

8.04.870 - County health officer—Public health license and permit issuance and accounting duties.

The county health officer shall maintain an accounting of all issued health licenses and permits for both tracking and audit purposes. The county health officer shall number and sign all licenses and permits.

(Ord. 2014-0024 § 19, 2014: Ord. 96-0069 § 52, 1996: Ord. 88-0106 § 21, 1988: Ord. 8609 Art. 1 § 26, 1964.)

8.04.880 - County health officer—Deposit of funds.

The county health officer shall deposit in the Environmental Health trust fund in the county treasury all license and permit fees and penalties collected.

(Ord. 2014-0024 § 20, 2014: Ord. 96-0069 § 53, 1996: Ord. 88-0106 § 22, 1988: Ord. 8609 Art. 1 § 29, 1964.)

8.04.890 - Reserved.

8.04.900 - Minor errors in payments.

In the event a discrepancy exists between the amount of the fee paid and the amount of the fee due, resulting in an underpayment or an overpayment of the fee in the amount of \$10.00, or less, the county health officer may accept and record such underpayment or overpayment without other notification to the licensee or permittee or the license or permit applicant.

(Ord. 2014-0024 § 22, 2014: Ord. 96-0069 § 55, 1996: Ord. 88-0106 § 24, 1988: Ord. 8609 Art. 1 § 38, 1964.)

8.04.910 - Refunds.

- A. The county health officer may refund to the licensee or permittee all moneys collected because of excess, erroneous, or double payment, if the licensee or permittee files a proper claim.
- B. Whenever public health license or permit fees are reduced during the calendar year and made retroactive because the board of supervisors finds that the higher fee was not legally justified, and whenever the applicant has paid a higher fee than that required because he has paid prior to the beginning of the license or permit period and subsequent to such payment the fee has been reduced, the county health officer shall upon the presentation of a refund claim, make refunds as follows:
 - 1. Apply the payment to the newly established fee; and
 - 2. Remit the remainder to the licensee or permittee.

(Ord. 2014-0024 § 23, 2014: Ord. 96-0069 § 56, 1996: Ord. 88-0106 § 25, 1988: Ord. 8609 Art. 1 § 31, 1964.)

8.04.920 - Actions for recovery of delinquent license or permit fees.

The treasurer-tax collector may, in the name of the County of Los Angeles, as plaintiff, bring suit for the recovery of any delinquent license or permit fee imposed against any person required by

this chapter to procure a license or permit to engage in any business as defined in this chapter, who carries on or attempts to carry on such business without such license or permit.

(Ord. 2014-0024 § 24, 2014: Ord. 96-0069 § 57, 1996: Ord. 88-0106 § 26, 1988: Ord. 8609 Art. 1 § 27, 1964.)

8.04.930 - Violation—Penalty.

Violation of this chapter is punishable by a fine of not more than \$500.00 or by imprisonment in the county jail for not more than six months, or by both such fine and imprisonment. Each day during any portion of which any violation of any provision of this chapter is committed, continued or permitted, makes such violation a separate offense.

(Ord. 8609 Art. 1 § 10, 1964.)

8.04.932 - Business without a public health license or permit prohibited.

No person shall engage in, conduct, manage or carry on any business or other activity for which a license or permit is required by this chapter if:

- A. He or she does so without having, pursuant to the provisions of this chapter, procured a license or permit to do so and paid the fee required; or
- B. If such license or permit has expired, been suspended, revoked, or denied.

(Ord. 96-0069 § 58, 1996: Ord. 89-0080 § 6, 1989.)

8.04.934 - Operating without a public health license or permit—Deemed misdemeanor—Penalty.

A violation of Section 8.04.932 is a misdemeanor punishable by fine, or imprisonment in the county jail for a period not exceeding six months, or both. Such fine shall not be more than \$500.00, and shall:

- A. For the first violation, not be less than \$100.00;
- B. For the second and any subsequent violation, be \$500.00.

(Ord. 96-0069 § 59, 1996: Ord. 89-0080 § 7, 1989.)

8.04.936 - Operating without a public health license or permit—Injunctive relief.

Any person violating Section 8.04.932 may be enjoined from such violation by any court of competent jurisdiction. The remedy provided by this section is cumulative to any other remedy provided by law.

(Ord. 96-0069 § 60, 1996: Ord. 89-0080 § 8, 1989.)

8.04.938 - Violation of injunction—Civil penalty.

Any person who intentionally violates any injunction issued pursuant to Section 8.04.936 shall be liable for a civil penalty collected by the county health officer not to exceed \$500.00 for each violation.

(Ord. 2014-0024 § 25, 2014: Ord. 89-0080 § 9, 1989.)

8.04.940 - Severability.

If any provision of this chapter or the application thereof to any person or circumstance is held invalid, the remainder of the chapter, and the application of such provision to other persons or circumstances, shall not be affected thereby.

(Ord. 8609 Art. 1 § 8, 1964.)

8.04.942 - Operating without a public health license or permit—Civil penalty.

- A. Any person who violates Section 8.04.932 shall be liable for a civil penalty recoverable in a civil action by the county health officer:
 - 1. In an amount not less than \$100.00 for the first violation; and
 - 2. In an amount not less than \$500.00 for the second and any subsequent violation.
- B. The remedies provided in Section 8.04.934 and by this section are mutually exclusive.

(Ord. 2014-0024 § 26, 2014: Ord. 96-0069 § 61, 1996: Ord. 89-0080 § 10, 1989.)

8.04.943 - Public health permit suspension or revocation—Notice of closure.

- A. Upon issuance of a written notice of suspension or revocation of the public health permit by the county health officer, the health officer shall post a notice of closure at the food facility so as to be clearly visible to the general public and to patrons.
- B. Upon issuance of the written notice of suspension or revocation of the public health permit by the county health officer, the food facility shall immediately close to the general public and to patrons and shall discontinue all operations until the public health permit has been reissued or reinstated by order of the county health officer or until the facility no longer operates as a food facility.
- C. The notice of closure shall remain posted until removed by the county health officer. Removal of the notice of closure by any person other than the county health officer or the refusal of a food facility to close upon issuance of the written notice of suspension of the public health permit is a violation of this chapter and may result in the suspension or revocation of the food facility's public health permit and shall be punishable as specified in Section 8.04.930.

(Ord. 2010-0045 § 12, 2010; Ord. 97-0071 § 8 (part), 1997.)

8.04.944 - Continuing violations.

Where the conduct consisting of a violation of Section 8.04.932 or 8.04.938 is of a continuing nature, each day of such conduct is a separate and distinct violation.

(Ord. 89-0080 § 11, 1989.)

8.04.945 - Public health permit—Suspension or revocation.

Any public health permit issued pursuant to this chapter may be suspended or revoked in accordance with the procedures set forth in California Health and Safety Code Section 113950 et seq.

(Ord. 97-0055 § 6, 1997.)

8.04.946 - Public health license—Suspension or revocation.

- A. Any public health license issued pursuant to this chapter may be suspended or revoked by the county health officer for a violation of the Los Angeles County Code or the California Health and Safety Code, or both. Any business or occupation for which the public health license has been suspended or revoked shall close and remain closed until the license has been reinstated or reissued.
- B. Whenever the county health officer finds that a business or occupation is not in compliance with the requirements of the Los Angeles County Code, or the California Health and Safety Code, or both, a written notice to comply shall be issued to the licensee. If the licensee fails to comply, the county health officer shall issue to the licensee a notice setting forth the acts or omissions with which the licensee is charged and informing the licensee of a right to a hearing, if requested, to show cause why the licensee's public health license should not be suspended or revoked. A written request for a hearing shall be made by the licensee within 15 calendar days after service of the notice. A failure to request said hearing within 15 calendar days after service of the notice shall be deemed a waiver of the right to a hearing. When circumstances warrant, the hearing officer may order a hearing at a reasonable time within this 15 day period to expedite the public health license suspension or revocation process. The hearing shall be held within 15 calendar days of the receipt of a written request for a hearing. Upon written request of the licensee, the hearing officer may postpone any hearing date, if circumstances warrant such action.
- C. The hearing officer shall issue a written notice of decision to the licensee within five working days following the hearing. In the event of suspension or revocation, the notice shall specify the acts or omissions with which the licensee is charged and shall state the items and extent of the suspension or shall state that the licensee's public health license has been revoked.
- D. Notwithstanding any other provision of this chapter, if any immediate danger to the public health or safety is found or is reasonably suspected, unless the danger is immediately corrected, the county health officer may immediately suspend the licensee's public health license and order the business or occupation immediately closed, pending a determination of any request for hearing made by the licensee pursuant to subsection D2, below. Immediate danger to the public health or safety shall include any condition, based upon inspection findings or other evidence, that can cause, or is reasonably suspected of causing, infection or disease transmission, or any known or reasonably suspected hazardous condition.
 - 1. Whenever a public health license is suspended as the result of an immediate danger to the public health or safety, the county health officer shall issue to the licensee a notice setting forth the acts or omissions with which the licensee is charged, specifying the sections of the Los Angeles County Code or California Health and Safety Code, or both, allegedly violated, and informing the licensee of the right to a hearing.
 - 2. At any time within 15 calendar days of service of a notice pursuant to subsection D, the licensee may request, in writing, a hearing before a hearing officer to show cause why the public health license suspension is not warranted. The hearing shall be held within 15 calendar days of the receipt of a request for a hearing. A failure to request a hearing within 15 calendar days shall be deemed a waiver of the right to such hearing.
- E. The county health officer may, after providing opportunity for a hearing, modify, suspend, or revoke a public health license for serious or repeated violations of the Los Angeles County Code or the California Health and Safety Code, or both, or for interference in the performance of the duty of the county health officer.
- F. A public health license may be reinstated, or a new public health license issued, if the county health officer determines that conditions which prompted the suspension or revocation no longer exist.

(Ord. 97-0055 § 7, 1997.)

8.04.947 - Noncompliance with health officer—Deemed misdemeanor—Penalty.

All persons shall obey all rules, regulations, orders or directives of the health officer. Any person who, after notice, violates, or who, upon demand of the health officer, refuses or neglects to conform to any rule, regulation, order or directive prescribed by the health officer, is guilty of a misdemeanor, punishable by fine, or imprisonment in the county jail for a period not exceeding six months, or both. Such fine shall not be more than \$500.00, and shall:

- A. For the first violation, not be less than \$100.00;
- B. For the second and any subsequent violation, be \$500.00.

(Ord. 97-0055 § 8, 1997.)

8.04.948 - Noncompliance with health officer—Injunctive relief.

Any person who, after notice, violates, or who, upon demand of the health officer, refuses or neglects to conform to any rule, regulation, order or directive prescribed by the health officer, may be enjoined from such violation by any court of competent jurisdiction. The remedy provided by this section is cumulative to any other remedy provided by law. A civil action to enforce the provision of this section may be brought by the county counsel, the district attorney, or any person directly affected by the failure to comply with the rule, regulation, order or directive of the health officer.

(Ord. 97-0055 § 9, 1997.)

Part 3 - DIRECT ASSESSMENT AGAINST REAL PROPERTY

8.04.950 - Fees placed on tax roll for direct assessment—Conditions.

Notwithstanding any other sections or parts of this chapter, where real property is owned by the operator of multiple dwellings, multiple dwellings with pools, or any other business, and such property is subject to state statutes, orders, quarantines, rules or regulations relating to public health, the fees established by this chapter shall be placed on the secured tax roll as a direct assessment as authorized by Section 510 of the Health and Safety Code.

(Ord. 93-0055 § 9, 1993; Ord. 12167 § 1 (part), 1980; Ord. 8609 Art. 5 § 140, 1964.)

8.04.960 - List of properties subject to fees—Preparation.

On or before August 1st of each year, the county health officer shall prepare a list of parcels of real property which are subject to the fees described in section 8.04.950, and shall transmit such list to the auditor-controller on or before the 10th day of August of each year.

(Ord. 2014-0024 § 27, 2014: Ord. 88-0106 § 27, 1988: Ord. 12167 § 1 (part), 1980: Ord. 8609 Art. 5 § 141, 1964.)

8.04.970 - Assessments—Entered on list of properties.

The auditor-controller shall enter the amounts of the respective assessments against the respective parcels of land as they appear on the current assessment roll.

(Ord. 88-0106 § 28, 1988: Ord. 12167 § 1 (part), 1980: Ord. 8609 Art. 5 § 142, 1964.)

8.04.980 - Assessments—Entered on bills for taxes.

The treasurer-tax collector shall include the amount of the assessment on the assessment roll on bills for taxes levied against the respective lots and parcels of land.

(Ord. 88-0106 § 29, 1988: Ord. 12167 § 1 (part), 1980: Ord. 8609 Art. 5 § 143, 1964.)

8.04.990 - Collection of assessments.

Such assessments shall be collected in the same manner and at the same time as county taxes are collected.

(Ord. 12167 § 1 (part), 1980: Ord. 8609 Art. 5 § 144, 1964.)

8.04.995 - Recordation of lien for fees when direct assessment not possible.

In those instances where direct assessment is not authorized by Health and Safety Code Section 510, the tax collector shall perform the duties required by Health and Safety Code Section 510.7 in recording without fee a certificate specifying the amount, interest, penalty due, and the name and last known address of the person liable therefor, as authorized by Section 510.7 of the Health and Safety Code.

(Ord. 93-0055 § 10, 1993.)

Part 4 - FRUIT AND VEGETABLE CONDEMNATION TICKETS

8.04.1000 - Condemnation ticket defined.

"Condemnation ticket" means any ticket written by the county health officer pursuant to Sec. 26590 of the Health and Safety Code for the purpose of verifying that produce or vegetables are in a spoiled condition.

(Ord. 8848 § 15 (part), 1965: Ord. 8609 Art. 4 § 201, 1964.)

8.04.1010 - Fee required.

- A. The fee required to be paid for the writing of condemnation tickets shall be at the following rate: \$1.00 for each condemnation ticket in excess of six per quarter.
- B. The fee prescribed by this section shall be in addition to any other fees prescribed by this chapter.

(Ord. 8848 § 15 (part), 1965: Ord. 8609 Art. 4 § 202, 1964.)

8.04.1020 - Reserved.

8.04.1030 - Delinquency date.

Irrespective of the provisions of Section 8.04.830, and for the purposes of this Part 4 only, "delinquency date" means: the 31st day after the date that a notice of the amount due under the provisions of this Part 4 is sent by the county health officer.

(Ord. 2014-0024 § 29, 2014: Ord. 8848 § 15 (part), 1965: Ord. 8609 Art. 4 § 204, 1964.)

Part 5 - (Repealed by Ord 96-0069)

Part 6 - WIPING RAG BUSINESS ESTABLISHMENTS

8.04.1130 - Part 6 provisions—Statutory authority.

This Part 6 is adopted pursuant to the provisions of the Wiping Rag Law, Sections 3900—3960 of the Health and Safety Code of the state of California, for the purpose of enforcing statutes relating to the public health, namely, Health and Safety Code Sections 3900—3960.

(Ord. 11545 § 4 (part), 1977: Ord. 8609 Art. 5 § 401, 1964.)

8.04.1140 - Definitions.

Words or phrases in this Part 6 which are defined in the Wiping Rag Law are used in this part as follows:

- A. "Wiping rags" means cloths and rags used for any or all of the following purposes:
 - 1. Wiping and cleaning the surfaces of machinery, machines, tools, locomotives, engines, motor cars, automobiles, cars, carriages, windows, furniture, and surfaces of articles, appliances and engines in factories, shops, steamships and steamboats;
 - 2. Generally for cleaning in industrial employment;
 - 3. Used by mechanics and workmen for wiping from their hands and bodies soil incidents to their employment.
- B. "Wiping rag business" as used in this Part 6 shall mean the business of laundering, sanitizing or selling wiping rags.

(Ord. 11545 § 4 (part), 1977: Ord. 8609 Art. 5 § 402, 1964.)

8.04.1150 - Operation without permit prohibited.

It is unlawful for any person to operate a wiping rag business without having a valid permit, issued by the health officer.

(Ord. 11545 § 4 (part), 1977: Ord. 8609 Art. 5 § 404, 1964.)

8.04.1160 - License authorized as health permit when.

For the purposes of this Part 6, a health license issued to a wiping rag business shall, when approved by the health officer, serve as a health permit for a wiping rag business.

(Ord. 11545 § 4 (part), 1977: Ord. 8609 Art. 5 § 403, 1964.)

8.04.1170 - Health permit—Issuance conditions.

Upon receipt of an application for a health permit and the payment of the required fee, the county health officer shall make an investigation of the premises and facilities intended to be used by the applicant. If the applicant has not complied with all applicable laws, the health permit shall be denied. In the event of denial, the county health officer shall issue and serve upon the applicant a notice setting forth the reasons for denial and informing him of his right to a hearing.

(Ord. 2014-0024 § 30, 2014: Ord. 11545 § 4 (part), 1977: Ord. 8609 Art. 5 § 406, 1964.)

8.04.1180 - Health permit—Display required.

Every health permit issued in accordance with this Part 6 shall be displayed in a conspicuous place in the business establishment for which the permit is issued.

(Ord. 11545 § 4 (part), 1977: Ord. 8609 Art. 5 § 405, 1964.)

8.04.1190 - Rag sanitizing methods.

Wiping rags shall be sanitized by methods prescribed by or acceptable to the State Department of Health.

(Ord. 11545 § 4 (part), 1977: Ord. 8609 Art. 5 § 409, 1964.)

8.04.1200 - Recordkeeping for businesses.

Every wiping rag business shall maintain records, in a form prescribed by or acceptable to, and subject to inspection by, the health officer, to identify the amount of wiping rags or wiping rag materials purchased, the amount of wiping rags sanitized, and the amount of wiping rags sold, and on hand, by weight (lbs.).

(Ord. 11545 § 4 (part), 1977: Ord. 8609 Art. 5 § 408, 1964.)

8.04.1210 - Enforcement and inspection—Health officer authority.

The health officer may at all reasonable times upon proper demand and notice of his authority enter or inspect any wiping rag business for the purpose of enforcing the provisions of the State Wiping Rag Law (California Health and Safety Code, Sections 3900—3960), and of this chapter. Such inspection may include examination of records and methods of sanitation to determine that wiping rags have been sanitized by methods prescribed by or acceptable to the State Department of Health.

(Ord. 11545 § 4 (part), 1977: Ord. 8609 Art. 5 § 407, 1964.)

8.04.1220 - Health permit—Suspension or revocation conditions.

If the health officer determines at any time that the applicable laws pertaining to the wiping rag business have not been complied with, he shall have the authority to suspend or revoke the permit after first issuing and serving upon the permittee a notice setting forth in clear and concise language the acts or omissions with which the permittee is charged, and informing him of his rights to a hearing.

(Ord. 11545 § 4(part), 1977: Ord. 8609 Art. 5 § 410, 1964.)

8.04.1230 - Hearing on denial, suspension or revocation.

- A. At any time within the 15-day period after service of notice to suspend or revoke or deny a permit, the permittee or applicant may request a hearing before the health officer to show cause why his permit should not be denied, suspended or revoked. A failure to request a hearing within 15 days shall be deemed a waiver of a right to such hearing.
- B. The health officer may, when he deems it necessary, continue a hearing by setting a new time and place, and by giving notice to the applicant of such action.
- C. At the close of the hearing or at any time within 10 days thereafter, the health officer shall order such disposition of the matter as he has determined to be proper, and shall inform the applicant or permittee in writing of such disposition, and the reasons therefor.

(Ord. 11545 § 4 (part), 1977: Ord. 8609 Art. 5 § 411, 1964.)

Part 7 - COMMERCIAL CANNABIS ACTIVITIES

8.04.1300 - Purpose of Cannabis Public Health Permit.

- A. The purpose of Part 7 of Chapter 8.04 is to establish a public health permit and fee system for commercial cannabis activities that are subject to State and local laws and regulations relating to public health, and ensure that County expenses resulting from the County's inspection and enforcement of public health requirements of commercial cannabis activities are offset by the fees collected.
- B. The authority for this Part 7 is contained in Division 10 of the California Business and Professions Code, which expressly permits local regulation of commercial cannabis activities.
- C. Definitions contained within Section 8.04.1305 pertain to Chapter 11.37 of Title 11 of this Code.

(Ord. 2017-0060 § 1, 2017.)

8.04.1305 - Definitions.

- A. "Applicant" means the individual or business entity that is applying for a public health permit to operate a cannabis facility and whose name the permit will be issued. The applicant must be the owner of the cannabis facility and will be considered the permittee upon issuance of a permit.
- B. "Cannabis facility" means a permanent structure in a fixed location where a cannabis retailer, distributor, manufacturer, cultivator, or microbusiness operates or conducts business.
- C. "Cannabis product" means cannabis that has undergone a process whereby the plant material has been transformed into a concentrate, including, but not limited to, concentrated cannabis, or an edible or topical product containing cannabis or concentrated cannabis and other ingredients.
- D. "Cannabis product recall" means an action or order made by the State and/or the county health officer to cease the sale, distribution, or manufacturing of cannabis or cannabis product when it has been determined by the County Health Officer that there is a reasonable likelihood that the cannabis or cannabis product is adulterated or misbranded, and that the use of, or exposure to, the cannabis or cannabis product may cause adverse health consequences to humans and/or animals.
- E. "Commercial cannabis activity" means the cultivation, possession, manufacture, distribution, handling, processing, storing, packaging, labeling, transportation, delivery, or sale of cannabis and cannabis products.
- F. "County Health Officer" means the Director of Public Health of the County of Los Angeles, or the duly appointed County Health Officer or his or her duly authorized representative.
- G. "Department" means the Los Angeles County Department of Public Health, Environmental Health Division.
- H. "Distributor" means a person or entity licensed and permitted to engage in the business of the distribution of cannabis and cannabis products between licensed cannabis facilities.
- I. "EHS" means an Environmental Health Specialist.
- J. "Employee" means each and every person engaged in the operation or conduct of any commercial cannabis activity business, whether as owner, member of the owner's family, partner, associate, agent, manager or operator, and each and every other person employed or working in such business for a wage, salary, commission, barter, or any other form of compensation, or for no compensation.
- K. "Manufacturer" means a person or entity licensed and permitted to conduct the production, preparation, propagation, or compounding of cannabis or cannabis products either directly or indirectly, or by extraction methods, or independently by means of chemical synthesis, or by a combination of extraction and chemical synthesis at a fixed location that packages or repackages cannabis or cannabis products or labels or re-labels its container.
- L. "Microbusiness" means a person or entity, licensed by the State of California, and licensed, permitted or authorized by applicable local laws to cultivate cannabis on an area less than 10,000 square feet and to act as a licensed and/or permitted cannabis distributor, Level 1 manufacturer, as defined by Business and Professions Code Section 26130(a)(1), and/or retailer.
- M. "Notice of closure" means a public notice that may be posted by the County Health Officer at a cannabis facility upon suspension or revocation of the facility's public health permit and results in the immediate closure of the cannabis facility and the discontinuance of all operations of the cannabis facility, by order of the County Health Officer, because of violations of applicable State, and local statutes, orders, ordinances, quarantines, rules, regulations, or directives relating to the public health.
- N. "Operator" means anyone who, as an employee, manager, owner, or otherwise, is engaged in the cultivation, distribution, dispensing, manufacturing, sale or handling of cannabis or cannabis products at a permitted cannabis facility.
- O. "Owner" means any of the following:
 - 1. All persons identified as an "owner" on any permit, license, or other authorization issued by a State agency or local government which authorizes the persons to establish and operate the cannabis facility.
 - 2. Any person identified or required to be identified as an "owner" on an application filed with any State agency and any local government, wherein the application requests the privilege to operate the cannabis facility.

3. If no person under subsection 1 or 2, above, exists:
 - a. A person with an aggregate ownership interest of 20 percent or more in the corporate entity, partnership, or other business entity applying for a permit or a permittee, unless the interest is solely a security, lien, or encumbrance.
 - b. The Chief Executive Officer of a nonprofit or other entity.
 - c. A member of the Board of Directors of a nonprofit.
 - d. An individual who will be participating in the direction, control, or management of the person applying for a permit, including, but not limited to, a member of the board of directors of a nonprofit.
- P. "Public health permit" means a written authorization to operate a cannabis facility, including but not limited to a cannabis cultivator, cannabis manufacturer, cannabis distributor, cannabis microbusiness, or cannabis retail facility, issued by the County Health Officer, without which permit said operation would be unlawful.
- Q. "State agency or State" means the State licensing entities responsible for creating regulation for commercial cannabis activity in California, including but not limited to, the:
 1. California Bureau of Cannabis Control.
 2. California Department of Public Health.
 3. California Department of Food and Agriculture.
- R. "Testing laboratory" means a laboratory, facility, or entity in the State that offers or performs tests of cannabis or cannabis products and that is ISO/IEC 17025 accredited, or pending ISO/IEC 17025 accreditation, and licensed by the California Bureau of Cannabis Control.

(Ord. 2017-0060 § 1, 2017.)

8.04.1310 - Cannabis Public Health Permit Requirements.

- A. Prior to the establishment or operation of any cannabis facility, or when an established and operating cannabis facility possesses a provisional license from a local licensing agency while applying for a permanent license, the owner shall obtain a public health permit and other applicable permits and licenses from all State and local licensing agencies.
- B. Every owner desiring a public health permit to conduct commercial cannabis activities from a cannabis facility shall file an application with the Department upon a form provided by the Department, and at such time pay the required fee and penalty, if any.
- C. Upon receipt of an application for a public health permit for a cannabis facility with all pertinent data and the submission of the full public health permit fee, the Department shall review the application.
- D. All permits for a cannabis facility shall be valid for 12 months from the date of issuance and may be renewed annually. The public health permit is valid only for the person or entity, location, and type of sales or activity approved.
- E. Public health permits shall not be transferable upon change of ownership of the cannabis facility.
- F. Each commercial cannabis activity within a cannabis facility including, but not limited to, retail, distribution, manufacturing and cultivation shall be deemed a separate enterprise for purposes of this Part and shall require a separate public health permit.
- G. All public health permits and licenses shall be posted in a conspicuous place at the cannabis facility.

(Ord. 2017-0060 § 1, 2017.)

8.04.1315 - Cannabis Public Health Permit Renewals.

- A. An application for renewal of any cannabis facility public health permit shall be submitted by the owner to the Department at least 60 calendar days prior to the expiration date of the current permit, but no more than 120 calendar days prior to the expiration of the current permit.
 - 1. A cannabis facility owner shall complete and submit all required documents for a public health permit renewal to the Department.
 - 2. A permitted cannabis facility owner that does not obtain a renewed permit by end of the business day of the expiration date shall discontinue operation of the facility until a new public health permit is issued.
 - 3. Any permit that has not been renewed by the annual renewal date will not be valid and shall be deemed inactive.

(Ord. 2017-0060 § 1, 2017.)

8.04.1317 - Denial of Cannabis Public Health Permit Applications.

The Department may reject an application or renewal application upon making any of the following findings:

- A. The applicant made one or more false or misleading statements or omissions on the public health permit application or during the application process.
- B. The applicant's business entity, if applicable, is not properly organized in compliance with applicable State and local laws and regulations.
- C. The applicant fails to meet the requirements of this Part or of Chapter 11.37 of the County Code.
- D. The applicant, or any of its officers, directors, owners, managers, or employees is under twenty-one (21) years of age.
- E. The applicant, or any of its officers, directors, owners, or managers, is a licensed physician making patient recommendations for medicinal cannabis.
- F. The applicant did not pay the County the required application and processing fees.
- G. The County Health Officer has determined good cause exists to reject the application.

(Ord. 2017-0060 § 1, 2017.)

8.04.1325 - Plan Check Requirements.

- A. A person proposing to construct, remodel, or change the public health permit classification of any cannabis facility shall submit a plan check fee which is in addition to any other public health permit fees that may be required for the operation of the cannabis facility.
- B. Each person proposing to construct or remodel a microbusiness, or distribution, manufacturing, or retail cannabis facility shall submit to the Department for review three complete, easily readable plans, drawn to scale and with specifications, and shall receive plan approval from the Department before starting any new construction or remodeling of any cannabis facility.
- C. Plan corrections and additional specifications may be required, if the Department determines that such changes are necessary to assure compliance with the requirements of this subdivision B, including, but not limited to, change in the cannabis facility's method of operation.
- D. The plans shall be approved or rejected by the Department within 20 working days after receipt of plans and fees. The applicant shall be notified of the decision.
- E. Cannabis cultivation facilities, including microbusinesses proposing to cultivate cannabis, shall submit three complete, easily readable sets of plans drawn to scale and with specifications to the Department for review and

approval for cross-connections compliance as required by the California Code of Regulations Title 17, applicable County Code provisions, and any other applicable requirements promulgated by the Department of Agriculture. A cannabis cultivation facility shall pay the applicable fee for the backflow prevention assembly, as required by Chapter 11.37.030 of this Code.

(Ord. 2017-0060 § 1, 2017.)

8.04.1330 - Penalty for No Cannabis Public Health Permit.

A person engaging in commercial cannabis activity without a public health permit as required by this Part shall be subject to civil penalties for each violation. Each day of operation shall constitute a separate violation of this Part. A violation of this Section shall incur such civil penalties as provided in Sections 8.04.934, 8.04.936, 8.04.938, and 8.04.942. The County may assess costs and fees as permitted by Section 8.04.705. If required by State law or regulation, or court order to destroy the cannabis associated with the violation, a violator shall be responsible for the cost of the destruction of cannabis or cannabis products associated with the violation.

(Ord. 2017-0060 § 1, 2017.)

8.04.1335 - Re-inspection of Cannabis Facilities.

- A. Conditions requiring additional re-inspections due to a cannabis facility's noncompliance with applicable State and local laws and regulations, will incur additional re-inspection fees in effect at the time of reinspection. A re-inspection fee shall be due and payable whenever:
1. The County Health Officer has given written notice of a Public Health Code violation or violations to the owner, operator, or person in charge of a cannabis facility, and the notice contains a re-inspection date by which the violation or violations must be corrected.
 2. The violation or violations have not been corrected by the re-inspection date on the notice of violation or official inspection document.
 3. An additional re-inspection by the Department is necessary to determine whether the violation or violations have been corrected.

(Ord. 2017-0060 § 1, 2017.)

8.04.1340 - Notice To Be Given.

All official inspection reports issued to a cannabis facility contain a notice similar to that contained in Section 8.04.650. Any additional re-inspection fees to be charged to a cannabis facility shall be similarly noticed as provided in Section 8.04.650.B.

(Ord. 2017-0060 § 1, 2017.)

8.04.1350 - Collection of Reinspection Fee.

The reinspection fee, plus any interest at the rate set forth in Section 8.04.840 and any penalty thereon shall be collected by the County Health Officer. The County Health Officer may add any unpaid balance to the amount due for any subsequent public health permit renewal or permit

application by the owner of such cannabis facility or refer any delinquent fees to the Treasurer and Tax Collector for collection. The total amount due shall be the cannabis facility permit fee for such business.

(Ord. 2017-0060 § 1, 2017.)

Part 8 - MESSAGE ESTABLISHMENTS

Articles:

Article 1 - PUBLIC HEALTH PERMIT

8.04.1400 - Purpose of Massage Establishment Public Health Permit.

- A. The ordinance codified in this Title, together with the additions and amendments to Titles 7, 11, and 22, are collectively referred to as the Los Angeles County Massage Establishment Ordinance. These Titles should be read together to understand an applicant and permittee's legal obligations and the Board of Supervisors' intent in implementing these provisions.
- B. Part 8 of Chapter 8.04 establishes a public health permit and fee system for Massage Establishments that are subject to State and local laws and regulations relating to public health and safety and Los Angeles County Code, Title 11, Chapter 11.36, Massage Establishments to ensure that County expenses resulting from the County's inspection and enforcement of public health requirements of Massage Establishments are offset by the fees collected.
- C. The authority for this Part 8 and Los Angeles County Code, Title 11, Chapter 11.36 is contained in the California Government Code section 51030 et seq., which expressly provides for the local regulation of Massage Establishments.

(Ord. 2020-0008 § 41, 2020.)

8.04.1410 - Definitions.

- A. "Business" includes, but not by way of limitation, everything about which a person can be employed, and means that which occupies the time, attention, and labor of persons to produce a livelihood or profit, and connotes the efforts of such persons by varied and diverse methods of dealing with each other, to improve their individual economic conditions, and for the purposes of this Chapter shall include, without limitation, the advertising and soliciting of massages. The term "business" includes, but is not limited to, a Massage Technician who is the sole owner, operator and employee of a Massage Establishment operating as a sole proprietorship, as well as a Massage Establishment which employs Massage Technicians. The term "business" excludes massage, massage services, and massage therapy provided at a home-based residence.
- B. "California Massage Therapy Council" or "CAMTC" means the massage therapy organization authorized to issue certifications pursuant to the California Business and Professions Code section 4600 et seq., the Massage Therapy Act.
- C. "Client" means the customer or patron who pays for or receives massage services.
- D. "Compensation" means the payment, loan, advance, donation, contribution, deposit, exchange, or gift of money or anything of monetary value.
- E. "Employee" means any person employed by a Massage Establishment owner who may render any service to the business, and who receives any form of compensation from the establishment.
- F. "Inspection Notification" means a public notification that may be posted by the County Health Officer at a Massage Establishment upon inspection of the establishment. The notice shall have contact information for the Environmental Health division of the Department of Public Health.

- G. "Manager" means the person(s) designated by the owner or operator of the Massage Establishment to act as the representative or agent of the owner or operator in managing day-to-day operations. The manager must be familiar with the requirements of Los Angeles County Code, Titles 7, 8, and 11, and State laws related to massage, massage services, or massage therapy, and be capable of communicating, in any language or format, the provisions of State law and County Code related to massage, massage services, or massage therapy to employees, independent contractors, and patrons of the establishment.
- H. "Massage," "Massage Services," and "Massage Therapy" means the scientific manipulation of the soft tissues, or as otherwise defined in Division 2, Chapter 10.5 of the Business and Professions Code.
- I. "Massage Technician" as used in this Chapter means the following:
 - 1. Any person(s) who administers to any person, for any form of consideration or gratuity, a massage, massage services, and massage therapy as defined in Section 8.04.1410 of this Chapter. A "Massage Technician" also includes a student at a school of massage who administers massage, massage services, or massage therapy to any person who pays for or gives a gratuity for such, whether the payment or gratuity is to such student or to the school. As used in this Chapter approved school means any school or institution of learning approved pursuant to Division 2, Chapter 10.5 of the Business and Professions Code, or
 - 2. A Massage Therapist who is certified by the CAMTC under section 4604 of the Business and Professions Code, and who administers massage for compensation, or
 - 3. A Massage Practitioner who is certified by the CAMTC pursuant to sections 4604.1 or 4604.2 of the Business and Professions Code, and who administers massage for compensation.
- J. "Owner" means a person with ownership interest in a business. An ownership interest shall be deemed to exist when a person has a five (5) percent or greater interest in the stock, assets, or income of a business other than the sole interest of security for debt.
- K. "Reception area" means an area immediately inside the main entrance of the Massage Establishment dedicated to the reception and waiting of patrons of the Massage Establishment and visitors, and which is not a massage therapy room or otherwise used for the provision of massage therapy services.
- L. "Reflexology" means the application of specific pressure by the use of the technician's hands, thumb, and fingers to reflex points in the client's hands, feet, or ears.
- M. "Sole proprietorship" means a Massage Establishment where the owner owns 100 percent (100%) of the business and is the only person who provides massage services for compensation pursuant to either a valid and active CAMTC certificate or valid Massage Technician license. A Sole Proprietor has no employees or independent contractors providing massage services and may not operate out of their own personal residence.
- N. "Solicit" means to request, ask, demand or otherwise arrange for the provision of services.
- O. "Vermin" means insects, or cockroaches, mice, rats, and similar pests that carry disease.
- P. "Vermin infestation" means the presence of vermin within the Massage Establishment as evidenced by actual live bodies, fresh droppings or vomitus, urine stains, or gnaw marks, that could result in contamination of premises, massage equipment, linens, and massage tables.

(Ord. 2020-0008 § 41, 2020.)

8.04.1420 - Public Health Permit—Required.

- A. Any owner of a Massage Establishment shall obtain a public health permit, comply with this Part, Los Angeles County Code, Title 11, Chapter 11.36, State laws, and pay an annual permit fee in the amount set forth in Title 8, Section 8.04.720.
- B. It shall be unlawful for any business to provide massage services for compensation within the unincorporated area of Los Angeles County without obtaining a public health permit as provided in this Chapter.
- C. The effective dates for the Massage Ordinance codified in this Chapter are as follows:

1. As of the effective date of this ordinance, new Massage Establishments must acquire a business license and public health permit prior to conducting business if they do not have an existing business license in accordance with Title 7 or a public health permit issued by the County Department of Public Health in accordance with Titles 8 and 11.
2. Massage Establishments with an existing, valid business license must comply with the amended and new Title 7 ordinance terms at the time of license renewal, except compliance with Section 7.54.290 is required within 120 days of the effective date.
3. Massage Establishments located in incorporated cities must renew the license when it expires. Existing Massage Establishments must obtain a public health permit within 120 days of the effective date of this ordinance.
4. Massage Technicians in unincorporated County of Los Angeles have two (2) years from the effective date of this ordinance to come into compliance with Chapter 7.54.

(Ord. 2020-0008 § 41, 2020.)

8.04.1430 - Application and Renewal Requirements for Massage Establishment Public Health Permit.

- A. The public health permit application and renewals shall include all of the following information:
 1. Legal name of the Massage Establishment;
 2. Physical Address (no P.O. Box) and telephone number of the Massage Establishment;
 3. Legal names of all owners of the Massage Establishments;
 4. Any other name(s) used by any owner(s) in the last five (5) years;
 5. For all owners, number of the valid and current driver's license and/or identification issued by a state or federal governmental agency or other photographic identification bearing a bona fide seal by a foreign government;
 6. Written evidence that the applicant is at least 18 years of age;
 7. A list of all the Massage Establishment employees and independent contractors who are performing massage and their CAMTC certification or if non-certified, a copy of their valid Massage Technician license number;
 8. Residence address and telephone number of all owners of the Massage Establishment;
 9. Business address and telephone number of all owners of the Massage Establishment;
 10. The form of business under which the Massage Establishment will operate (i.e., corporation, general or limited partnership, limited liability company, or other form);
 11. For all owners, a signed statement that all of the information contained in the application is true and correct; that all owners shall be responsible for the conduct of the establishment, employees or independent contractors providing massage services; and acknowledging that failure to comply with the Business and Professions Code section 4600 et seq., any local, State, or federal law, may result in revocation of the permit.
 12. If applicable, provide a business license referral from the Los Angeles Tax Collector.
 13. All convictions, except for minor traffic violations.
 14. Any and all violations within the last five (5) years, including revocation, suspensions or denials of any licenses or permits, of any city, county or State laws governing Massage Establishments.
- B. The applicant shall be notified in writing if the application is incomplete and shall have sixty (60) days from the date of the notification to supply the information or documentation that is required for the application to be deemed complete. If the applicant does not provide such information within sixty (60) days, the application will be deemed abandoned and will not receive further consideration.

(Ord. 2020-0008 § 41, 2020.)

8.04.1440 - Public Health Permit—Display Required.

Every public health permit issued in accordance with this Chapter shall be displayed in a conspicuous place in plain sight of patrons in the business establishment for which the permit is issued.

(Ord. 2020-0008 § 41, 2020.)

8.04.1450 - Massage Services—Payment.

All payments including tip/gratuity for massage services at a Massage Establishment shall be made exclusively at the designated reception area regardless of form of payment.

(Ord. 2020-0008 § 41, 2020.)

8.04.1460 - Site Evaluation—When Required.

- A. A site evaluation shall be conducted for compliance with this Part and Los Angeles County Code, Title 11, Chapter 11.36, Massage Establishments, as applicable. When a site evaluation is required, a public health permit will be issued after the Massage Establishment complies with the site evaluation.
- B. A site evaluation shall be required when:
 - 1. There is new construction or a remodeling of the facility that increases the size or type of business or services provided;
 - 2. There is a change of ownership or a new public health permit is required; or
 - 3. Deemed necessary by the County Health Officer for protecting public health and safety.

(Ord. 2020-0008 § 41, 2020.)

8.04.1470 - Approval or Denial of Massage Establishment Public Health Permits.

A Massage Establishment public health permit will be issued unless:

- A. The applicant has not complied with the site evaluation and thus not in compliance with this Part and the Los Angeles County Code Title 11, Chapter 11.36 Massage Establishments, as applicable.
- B. The application is incomplete.
- C. The applicant has falsified information on the application.
- D. The applicant or any owner of the Massage Establishment was required to register under the provisions of Penal Code section 290 or within ten (10) years immediately preceding the date of the application committed a violation of an offense or crime as listed in Section 11.36.330.

(Ord. 2020-0008 § 41, 2020.)

8.04.1480 - Public Health Permit—Exemptions.

1. This Part shall not apply to the following classes of persons or entities, and no Massage Establishment public health permit shall be required, while engaged in performing the duties of their respective professions:
 - A. Physicians, surgeons, chiropractors, osteopaths, or physical therapists who are duly licensed to practice their respective professions in the State of California, and persons working at the place of business and under the supervision of a licensed physician, surgeon, chiropractor, osteopath, or physical therapist.
 - B. Nurses who are registered as such under the laws of the State of California.
 - C. Hospitals and medical centers.
 - D. Barbers and beauticians, estheticians, and cosmetologists who are duly licensed under the laws of the State of California while engaging in practices within the scope of their licenses, except that this provision shall apply solely to the massaging of the neck, face and/or scalp, hands or feet of the clients.
 - E. Accredited high schools, junior colleges, and colleges or universities whose coaches and trainers are acting within the scope of their employment.
 - F. Trainers of amateur, semi-professional or professional athletes or athletic teams while engaging in their training responsibilities for and with athletes; and trainers working in conjunction with a specific athletic event.
 - G. Acupuncturists who are duly certified to practice their profession in the State of California.
 - H. Staff of any location licensed as a health club/gym, provided only one massage table is used at such location and provided such use is incidental to the operation of the health club/gym.
 - I. Persons administering massages or health treatment at a single-occurrence athletic, recreational or festival events, such as health fairs, road races, track meets, triathlons and other similar events; provided that all of the following conditions are satisfied:
 1. The massage services are made equally available to all participants in the event;
 2. The event is open to participation by the general public or a significant segment of the public such as employees of sponsoring or participating corporations;
 3. The massage services are provided at the site of the event and either during, immediately preceding or immediately following the event;
 4. The sponsors of the event have been advised of and have approved the provision of massage services; and
 5. Persons providing the massage services are not the primary sponsors of the event.
2. Sole Proprietors may not operate out of their personal residence.

(Ord. 2020-0008 § 41, 2020.)

8.04.1490 - Operating Without a Business License—Prohibited.

- A. To operate as a Massage Establishment in the unincorporated areas of the County, the business must have a valid public health permit and a County business license. If the Tax Collector or Business License Commission revokes or suspends the business license for any period of time, the public health permit shall be automatically revoked or suspended for the same period.
- B. To operate as a Massage Establishment in the incorporated cities, the business must have a valid public health permit and city business license or permit, as applicable. If the city revokes or suspends the business license for any period of time, the public health permit shall be automatically revoked or suspended for the same period.

(Ord. 2020-0008 § 41, 2020.)

Article 2 - SIGNS

8.04.1500 - Signs.

A recognizable and readable sign shall be posted at the main entrance, identifying the Massage Establishment. Such sign shall comply with all requirements of all county ordinances and municipal codes, as applicable.

(Ord. 2020-0008 § 42, 2020.)

8.04.1510 - Inspection Notification—Display Required.

Upon issuance by the County Health Officer, the Health Officer shall post at every Massage Establishment the inspection notification as determined by the County Health Officer, so as to be clearly visible to the general public and to patrons entering the facility. "Clearly visible to the general public and to patrons" means:

1. Posted in the front window of the facility within five (5) feet of the main entrance; or
2. Posted in a location as directed and determined in the discretion of the County Health Officer to ensure proper notice to the general public and to patrons.

(Ord. 2020-0008 § 42, 2020.)

8.04.1520 - List of Services.

A list of the services available, minimum duration of the service and the cost of such services shall be displayed in a conspicuous place within the reception area of the Massage Establishment. No owner, operator, or manager shall permit, and no Massage Technician under Title 7, Chapter 7.54.200 shall offer or perform, any service other than those displayed or listed as required herein, nor shall owner, operator or a Massage Technician request or charge a fee for any service other than those on the list of services available and displayed in the reception area.

(Ord. 2020-0008 § 42, 2020.)

8.04.1530 - Prohibited Advertising.

- A. No Massage Establishment shall cause to be placed, published or distributed, including on the internet, any advertising that would reasonably suggest to prospective clients that any service is available other than those services listed as an available service pursuant to Section 8.04.1520, nor shall any Massage Establishment employ language in the text of such advertising that would reasonably suggest to a prospective client that any service is available other than those services as described in compliance with the provisions of this Chapter. No person providing massage services shall advertise in any manner or form that massage is provided for compensation unless a valid license is possessed as required by Title 7 - Business Licenses, or is CAMTC certified as applicable. No Massage Establishment, or independent contractor, shall advertise in any manner or form that it provides massage for compensation unless the Massage Establishment possesses a valid public health permit.
- B. No Massage Establishment shall cause to be published or distributed, including on the internet, any advertising or services that would violate this Chapter.

(Ord. 2020-0008 § 42, 2020.)

8.04.1540 - Notice—Human Trafficking Prohibited.

Massage Establishments must comply with the requirements of Civil Code section 52.6, which requires the posting of notices concerning human trafficking and slavery in a public and conspicuous place.

(Ord. 2020-0008 § 42, 2020.)

8.04.1550 - Implementation.

The County Health Officer is responsible for administration of this Chapter which may include public education, public outreach, and promulgating guidelines and rules consistent with the provisions of this Chapter and the County Code.

(Ord. 2020-0008 § 42, 2020.)

APPENDICES TO TITLE 11
HEALTH AND SAFETY
APPENDIX 1
RULES AND REGULATIONS OF THE COUNTY OF LOS ANGELES DEPARTMENT OF HEALTH
SERVICES COMMUNITY HEALTH SERVICE

Parts:

PART 1
COMMUNICABLE DISEASE CONTROL MEASURES

**A Manual of Departmental Rules,
Regulations and Control Procedures**

**COUNTY OF LOS ANGELES
DEPARTMENT OF HEALTH SERVICES**

As revised 4/79

PART I
RESPONSIBILITY FOR COMMUNICABLE DISEASE CONTROL

The Chiefs of Acute Communicable Disease, Tuberculosis and Venereal Disease Control are responsible for the control of communicable disease in the County of Los Angeles and the setting of policy which regulates these controls.

The District Health Officer is responsible for the control of communicable disease in his jurisdiction. The term "District Health Officer" used in this manual means any physician authorized to act in that capacity. The District Health Officer may call upon any employee for necessary communicable disease control. He, or his representative, investigates cases or suspected cases of communicable disease within the time frame indicated in Part IV of this manual under the specific disease.

The Chief of Public Health Investigation is responsible for certain legal areas of communicable disease control.

PART II
REPORTING COMMUNICABLE DISEASE

(Reference: Sections 2500, 2502, 2503, 2504, and 2508, Title 17, California Administrative Code)

SEC. 1 REPORTING DISEASES (Section 2500)

Every person must report to the Health Officer any diagnosed or suspected case of any of the following diseases or conditions:

- Amebiasis
- Anthrax
- Botulism
- Brucellosis (Undulant Fever)
- Chancroid
- Cholera
- Coccidioidomycosis
- Conjunctivitis, Acute Infectious of the Newborn

(Gonorrheal Ophthalmia, Ophthalmia Neonatorum, and Babies' Sore Eyes in the first 21 days of life)

Dengue

Diarrhea of the Newborn

Diphtheria

Disorders Characterized by Lapses of Consciousness

Dysentery, Bacillary (See Shigella infections)

Encephalitis, viral

Food Poisoning (other than Botulism)

German Measles (Rubella)

Gonococcal Infections

Granuloma Inguinale

Hepatitis, Infectious (A)

Hepatitis, Serum (B)

Hepatitis, unspecified

Leprosy (Hansen's Disease)

Leptospirosis (including Weil's Disease)

Lymphogranuloma Venereum (Lymphogranuloma Inguinale)

Malaria

Measles (Rubeola)

Meningitis, Viral

Meningococcal Infections

Mumps

Paratyphoid Fever, A, B, and C (see Salmonella infections)

Pertussis (Whooping cough)

Plague

Poliomyelitis, paralytic

Psittacosis

Q Fever

Rabies, Human or Animal

Relapsing Fever

Rheumatic Fever, Acute

Rocky Mountain Spotted Fever

Salmonella, Infectious (exclusive of typhoid fever)

Scarlet fever

Shigella infections

Smallpox (Variola)

Streptococcal Infections, hemolytic (including Scarlet Fever, and Streptococcal Sore Throat)

Syphilis

Tetanus

Trachoma

Trichinosis

Tuberculosis

Tularemia

Typhoid fever, cases and carriers

Typhus fever

Viral Exanthem in Pregnant Women

Yellow fever

Unusual outbreaks of any disease

The report should include the person's full name, race, sex, age or date of birth, address, disease, date of onset, date of diagnosis, date of death, and name of person reporting.

The director of any clinical laboratory must report laboratory evidence suggestive of the diseases listed below to the District Health Officer on the same day that the physician who submitted the specimen is notified.

Diphtheria

Gonorrhea

Syphilis

Tuberculosis

Typhoid

The laboratory reports, which may be telephoned or written, must include the date, the result of the test, name, address, age of the patient and the name and address of the referring physician. Laboratory reports for tuberculosis received in the district should be sent to the Tuberculosis Register, Administrative Headquarters.

A laboratory report alone is not sufficient for the District Health Officer to contact the patient or his potential contacts. The diagnosis of the attending physician is essential before such a contact is made. The District Officer should make every effort to discuss the case and the laboratory report with the physician to facilitate the diagnosis. (Exceptions: In venereal disease cases, the professional staff in Venereal Disease Control may contact the attending physician.)

SEC.2 TELEPHONE REPORTS

Acute Communicable Disease Control staff may be reached during working hours at 974-7944. After working hours, on weekends or holidays, appropriate staff can be reached through the County operator at 974-1234.

A. The District Health Registrar immediately telephones reports of the following cases or suspected cases to the Morbidity Unit:

Anthrax

Botulism

Cholera
Dengue
Diphtheria
Food Poisoning
Meningitis, Meningococcal
Plague
Poliomyelitis
Rabies in humans/animals
Relapsing Fever (Louse-borne)
Smallpox
Typhoid Fever
Typhus Fever (Louse-borne)
Yellow Fever
Unusual Outbreak of Any Disease

- B. The Morbidity Unit immediately delivers the CONFIRMATION OF NOTIFICATION OF COMMUNICABLE DISEASE INFORMATION, H-24, on cases listed above to the Chief, Acute Communicable Disease Control. In botulism and food poisoning, the TELEPHONE REPORT OF FOOD POISONING EPISODE, H-26, is immediately delivered to the Chief, Food and Drug Section.
- C. The District Public Health Registrar immediately telephones reports of communicable disease, related to either dairy or to persons with or in contact with communicable diseases who are employed in sensitive occupations, to the Chief, Public Health Investigation. (See Sec. 13.)
- D. The Morbidity Unit immediately notifies the Chief, Occupational Health when a communicable disease arises out of and in the course of employment, when the place of employment is in the County of Los Angeles jurisdiction. This includes, but is not limited to: anthrax, botulism, brucellosis, coccidioidomycosis, food poisoning, leptospirosis, psittacosis, Q fever, tetanus, and tularemia.
- E. The Morbidity Unit telephones reports of deaths from quarantinable diseases to the Chiefs, Acute Communicable Disease Control and Public Health Investigation.
- F. The Chief, Acute Communicable Disease Control, telephones or telegraphs reports of the following diseases to the State Department of Health: botulism, cholera, dengue, plague, relapsing fever (louse-borne), smallpox, typhus fever (louse-borne), yellow fever.

SEC.3 CONFIDENTIAL MORBIDITY REPORTS (CMR)—PM 110

The CMR is a standard report form on which tuberculosis, venereal disease and other communicable diseases must be reported within 24 hours of the diagnosis. This report form, PM 110, was formerly SDH 262-222.

SEC. 4 EPIDEMIOLOGIC CASE HISTORY

Certain communicable diseases required an epidemiologic investigation and must be reported on forms specific for the disease entity. The forms required are in Part IV of this manual under the "reporting procedures" for each disease. For diseases not requiring specific forms, the CD INVESTIGATION, H-

1138 is used. This form may also be used for supplemental data in any disease. Examples of epidemiologic case history forms and the processing of these forms are covered in the ACUTE COMMUNICABLE DISEASE FORMS MANUAL, B-160.

NOTE: All Epidemiologic Case History forms must be filled out completely. This information is vital for decision-making at all levels, local, state and federal.

SEC. 5

(Reference: Section 2502, Title 17, California Administrative Code)

A. Definition:

An outbreak is defined as an unusually high incidence of a disease in excess of normal expectancy in a given area or population group. One case of smallpox constitutes an outbreak, while several cases of measles, mumps or hepatitis in the population at large could be considered a normal occurrence. However, when these cases occur in a localized area of the community, a classroom, industry, apartment complex, hospital, etc., they would be considered outbreaks.

B. General Procedures:

Knowledge of an outbreak of infectious or parasitic disease or infestation, whether or not reportable, is investigated by the District Health Officer and reported to the Chief, Acute Communicable Disease Control. When the outbreak occurs anywhere other than in a health care facility, it is reported on the GENERAL INVESTIGATION RECORD, SDH-262501.

C. Health Care Facility Outbreaks:

Whoever receives knowledge of an outbreak initiates the CD OUTBREAK NOTICE—HEALTH CARE FACILITY, H-1163 and additionally, telephones Acute Communicable Disease Control when outbreak occurs in an acute care hospital.

1. Acute Care Hospital. Because of complex licensure requirements and the involvement of multiple districts, the Acute Communicable Disease Control staff is responsible for the epidemiological investigation in these facilities.
2. Convalescent Care Facility. The district Health Officer investigates and reports on the CD OUTBREAK INVESTIGATION—HEALTH CARE FACILITY, H-1164.

SEC. 6 REPORTING OF UNUSUAL DISEASES

(Reference: Section 2503, Title 17, California Administrative Code)

When the District Health Officer encounters an unusual disease which warrants an investigation, he reports on the CD INVESTIGATION, H-1138.

Unusual diseases include but are not limited to cat scratch fever, echinococcosis, giardiasis, herpangina, histoplasmosis, rickettsialpox, toxoplasmosis and any unusual tropical infectious disease.

SEC. 7 REPORTING A CONTACT OR POSSIBLE SOURCE OF INFECTION, OTHER THAN TUBERCULOSIS OR VENEREAL DISEASE, LOCATED OUTSIDE THE HEALTH DISTRICT OF THE CASE

- A. When the case and contact or possible source of infection reside in different districts in Los Angeles County, the Public Health Registrar in the district of the case notifies the district where the contact or possible source of infection resides

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- B. When either the contact or possible source of infection is in another health jurisdiction out of Los Angeles County:
1. The Public Health Registrar in the district of the case telephones the Morbidity Unit, who then notifies the other health jurisdiction.
 2. The Chief, Acute Communicable Disease Control, prepares any required correspondence.

SEC. 8 CHANGE OF RESIDENCE OF PERSONS IN STRICT ISOLATION OR QUARANTINE INCLUDING COMMUNICABLE TUBERCULOSIS

When it is necessary for persons in strict isolation or quarantine to move, written permission is first obtained from the owner of the new premises or his agent. Inspection of the proposed residence must establish that it is or can be made suitable for isolation or quarantine. Moving into a multiple dwelling is evaluated individually considering the disease and situation; any change of residence is under the supervision of the District Health Officer of the Chief, Public Health Investigation.

All cases covered by this section must be reported immediately to the District Health Officer, and in cases of legal isolation and quarantine, to the Chief, Public Health Investigation.

SEC. 9 CHANGE OF RESIDENCE OF PATIENTS WITH COMMUNICABLE DISEASE WHO ARE NOT ISOLATED OR QUARANTINED

A. TUBERCULOSIS PATIENTS (Under treatment or needing further evaluation)

1. Moving out of Los Angeles County. The District Nursing Director or her representative notifies the Tuberculosis Register. Where time is important, the District Nursing Director directly notifies the other health jurisdiction of the new residence.

Arrangements for continued care may be made by the District Nursing Director or District Director Public Health Social Worker by telephone or by a brief written statement.

2. Moving to another health district in Los Angeles County. The District Nursing Director notifies the Tuberculosis Register. Arrangements for continued care are telephoned to the new health district and the chart transferred. (See Order 0603.)

B. VENEREAL DISEASE PATIENTS

1. Moving out of Los Angeles County. When a possibly contagious patient moves to another health jurisdiction, the responsible venereal disease interviewer records the new address on the VENEREAL DISEASE EPIDEMIOLOGICAL REPORT, CDC 9.2936. Venereal Disease Control forwards this report to the other health jurisdiction of the new residence.
2. Moving to another health district in Los Angeles County. Continued care is arranged by telephone and the chart transferred. The responsible venereal disease interviewer forwards VENEREAL DISEASE EPIDEMIOLOGICAL REPORT, CDC 9.2936, to the new district and INTER-DISTRICT TRANSFER, NOTICE—VDER (2936), to Venereal Disease Control for syphilis cases and/or suspects. Whenever arrangements for patients described in B-1. and 2. have been made by telephone, this information, with the date of the call, is recorded on the reverse side of VENEREAL DISEASE EPIDEMIOLOGICAL REPORT, CDC 9.2936.
3. Non-infectious venereal disease cases. If a non-contagious patient in the venereal disease clinic moves to a new address in or out of Los Angeles County, his name will not be reported on VENEREAL DISEASE EPIDEMIOLOGICAL REPORT, CDC-9.2936, unless his follow-up is indicated. If requested, these patients may be given information of facilities in the area of new residence.

C. OTHER PATIENTS (Except tuberculosis or venereal disease patients).

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1. Moving out of Los Angeles County. Morbidity Unit is responsible for notifying the appropriated health jurisdiction.
 2. Moving to another health district in Los Angeles County. For cases previously reported, the District Public Health Registrar notifies only the new district. For cases not previously reported, the District Public Health Registrar telephones the new address to MORBIDITY UNIT and notifies the new district.

PART III

COMMUNICABLE DISEASE CONTROL MEASURES

SEC. 10 EXAMINATION FOR COMMUNICABLE DISEASE

Persons suspected of having a communicable disease are requested to contact their physicians or appear at a Department of Health Services clinic for examination. Failure to comply with this request must be reported to the Chief, Public Health Investigation.

SEC. 11 SURVEILLANCE ORDERS ON INTERNATIONAL TRAVELERS

A. Issuance

The United States Public Health Service may issue a SURVEILLANCE ORDER, HSM-13.17. (Center for Disease Control), to any traveler from a foreign country infected with smallpox, cholera, yellow fever, or plague, who meets any of the following criteria:

1. Travelers who have an illness of unusual or severe nature which might possibly be a quarantinable disease. Suspicious signs and symptoms include:
 - a. Temperature of 100°F (38°C) or greater, accompanied or followed by rash, jaundice, or lymphadenopathy, or which has persisted for two days or more.
 - b. Diarrhea severe enough to interfere with work or normal activities.
2. Persons who have traveled on a conveyance with, or have otherwise been in close contact with, a person diagnosed or suspected of having a quarantinable disease.
3. Persons who arrive on a conveyance on which there are two or more unrelated persons with the same disease symptoms.
4. Persons arriving from a smallpox-infected country who do not have a valid international smallpox vaccination certification.

When an ill person is denied immediate quarantine clearance upon arrival, a United States Public Health Service consultant physician will be called to examine, diagnose and clear the traveler. If diagnostic tests or further observation are required, a SURVEILLANCE ORDER, HSM-13.17, will be issued allowing the person entry, subject to the condition that he remain under observation of the appropriate District Health Officer for a specified period of time. Similar surveillance orders may be issued to exposed contacts who are not ill. A copy of each SURVEILLANCE ORDER, HSM-13.17, is sent to the District Health Officer. Where urgency exists, the District Health Officer is informed by telephone or telegraph.

Since there is no inspection for travelers from Canada, Canadian ports of entry send a similar NOTICE OF SURVEILLANCE, QS24, on travelers under surveillance with ultimate destinations in the United States.

When such notices are received, the Chief, Public Health Investigation, should be immediately notified.

B. General Procedures

Public Health Investigation immediately contacts the traveler, and obtains the following information:

1. Address and telephone where the traveler can be contacted until surveillance order expires.

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2. Detailed itinerary for 21 days preceding interview, and for the duration of the surveillance order.
 3. History of fever, rash, jaundice, diarrhea, or glandular swelling within preceding 21 days.
 4. Any information released by quarantine station or examining physician regarding diagnosis or laboratory tests.

This information is telephoned immediately to the District Health Officer, and a specific surveillance plan developed. These arrangements are reported to the Chief, Acute Communicable Disease Control.

If the detailed itinerary shows that the traveler plans to leave Los Angeles County before the expiration of the surveillance period, the further itinerary is reported to the Chief, Public Health Investigation, who notifies the State Department of Health.

C. Special Procedures

1. Smallpox. Persons under surveillance orders because of illness suspicious of (or exposure to) smallpox are examined immediately by the District Health Officer and continue to be examined daily until surveillance is completed. If specimens were taken for diagnosis at the port of entry, no laboratory diagnosis is generally required. Telephone the Chief, Acute Communicable Disease Control immediately.

Persons under surveillance orders only because of lack of valid small pox immunization are contacted immediately by Public Health Investigation. The specific surveillance plan developed is individualized; if the traveler is completely healthy, telephone surveillance may be instituted on approval by the District Health Officer. If any illness develops, the traveler is examined immediately by the District Health officer, who telephones findings immediately to the Chief, Acute Communicable Disease Control.

2. Plague. Persons under surveillance orders for plague are examined daily by the District Health Officer until surveillance order expires. If fever, cough or adenopathy develop during surveillance, telephone the Chief, Acute Communicable Disease Control, immediately.
3. Cholera. Persons under surveillance for cholera are contacted daily by telephone by Public Health Investigation until surveillance order expires. If diarrhea is present, the District Health Officer examines the person and obtains a feces specimen (special media required). This specimen is immediately carried to the Public Health Laboratory by the Public Health Investigator; simultaneously the Chief, Acute Communicable Disease Control is notified by telephone.
4. Yellow Fever. Persons under surveillance for yellow fever are contacted daily by telephone by the Public Health Investigator until the surveillance order expires. If fever, jaundice, rash, nosebleed, vomiting, or blood in stool are reported, the District Health Officer immediately examines the person and telephones findings to the Chief, Acute Communicable Disease Control.

SEC. 12 SCHOOL EXCLUSION AND READMISSION

(References: Administrative Code, Title 5, Education, Article 7, Section 65; California Health and Safety Code, Division 4, Chapter 3, Section 3118)

- A. EXCLUSION: State law requires officials of the public, private and Sunday schools to exclude persons with communicable disease or contacts of a communicable disease which is subject to strict isolation or quarantine. The school may exclude any nonimmune contact of a communicable disease case for the full or last portion of the incubation period. The County of Los Angeles Department of Health Services procedures will not abrogate that right.

If the disease in question is tuberculosis or venereal disease, the decision as to communicability is the responsibility of the Chiefs, Tuberculosis Control or Venereal Disease Control.

In an urban area, the closing of schools has not been shown to be an effective means of controlling an outbreak of any communicable disease. This procedure is, therefore, not generally recommended.

The SCHOOL EXCLUSION, H-451, is sent only to the school principal or his representative. This District Public Health Registrar immediately telephones the notice of exclusion to the proper school authority and confirms by sending the H-451 when the following diseases occur: cholera, diphtheria; plague, smallpox; typhus (louse-borne).

- B. READMISSION: Upon release from strict isolation or quarantine, the SCHOOL READMISSION NOTICE, H-447, signed by the District Health Officer must be given to pupils or their parents or guardian.

Pupils or school employees with any other communicable disease may be readmitted by written notice, signed by the attending physician, school physician, nurse superintendent, principal or the District Health Officer.

Students with non-communicable forms of tuberculosis may be readmitted if recommended by the chest clinician. However readmission to the Los Angeles City Schools must be referred to the Unit for Control of Tuberculosis, 625-4003, for clearance.

SEC. 13 SENSITIVE OCCUPATIONS: PROCEDURES AND DEFINITIONS

Persons with or in contact with communicable disease may be a threat to the community by virtue of their work duties. Reports of such cases or contacts in sensitive occupations are immediately telephoned to the Chief, Public Health Investigation. (See Sec. 2) If necessary, these persons will be removed from work.

- A. SENSITIVE OCCUPATIONS—DEFINITIONS. Persons employed in sensitive occupations may include commercial food and milk handlers, child care workers, those treating, caring or cooking for others, or persons whose duties appreciably increase the risk of disease transmission. Preschool and early elementary aged children may need to be considered as sensitive occupations, in some circumstances.
1. FOOD HANDLERS—SPECIAL DEFINITIONS. A commercial food handler prepares, processes, serves or sells food commercially, unless such food is completely packaged before being handled and reaches the consumer with the wrapping intact. For example, a route man handling entirely wrapped bread is not a food handler. A bakery route salesman handling unwrapped bakery products from open trays is a food handler.
 2. MILK HANDLERS—SPECIAL DEFINITION. A milk handler processes or distributes milk or handles milk containers. Those whose only contact is with (1) double-capped milk bottles or (2) packaged milk products are not milk handlers.
- B. STATE DISABILITY INSURANCE BENEFITS. A case or contact in a sensitive occupation removed from work may apply for State disability insurance benefits by completing and submitting STATE DISABILITY INSURANCE BENEFITS, DE 2501. Consult Chief, Public Health Investigation, for assistance in completing form.
- C. LABORATORY SPECIMENS. Laboratory slips for specimens submitted for cases or contacts in sensitive occupations must be marked with a red "SO" (Sensitive Occupation) to alert the laboratory of the need for urgent report.

SEC. 14 HOSPITALIZATION AT LOS ANGELES COUNTY—UNIVERSITY OF SOUTHERN CALIFORNIA MEDICAL CENTER

When referring persons with communicable disease, other than tuberculosis or venereal disease, to Los Angeles County—University of Southern California Medical Center, a direct telephone call to the Communicable Disease Admitting Room (226-3703) is preferable. For routine referrals use REFERRAL SLIP, H-354. The District Health officer is responsible for the tentative diagnosis and follow up, when necessary.

In quarantinable disease cases, arrangements for transportation and hospitalization are made by the Chief, Acute Communicable Disease Control. The person transporting the patient is instructed to:

- A. Go directly to the Communicable Disease Unit, ambulance entrance, 1129 North State Street, Los Angeles, California, without contacting other persons enroute.
- B. Keep the patient in a vehicle until examined by hospital personnel.

In other communicable disease cases, the District Health Officer arranges for transportation and hospitalization directly with the Communicable Disease Admitting Room personnel.

SEC. 15 QUARANTINE

(Reference: Sections 2514 and 2520, California Administrative Code)

- A. Any reportable communicable disease may be quarantined at the discretion of the District Health Officer. (Section 3110, Health and Safety Code.) Quarantine will be routinely employed only for the diseases or circumstances listed in this section. The District Health Officer determines which contacts require quarantine, specifies the place of quarantine and issues appropriate instructions.

There are several types of quarantine; each one includes specific diseases and measures to be followed.

- B. Violations: Violations of quarantine or of pass privileges must be reported immediately to the Chief, Public Health Investigation.

- C. Classifications:

- 1. Complete quarantine

- a. The limitation of freedom of movement or confinement of persons or domestic animals exposed to a communicable disease, for a period of time not longer than the longest usual incubation period of the disease, in such a manner as to prevent effective contact with unexposed persons.

- b. Diseases requiring complete quarantine:

- 1) Lassa Fever
 - 2) Marburg Virus Disease and African Hemorrhagic Fever
 - 3) Plague (until treated with insecticide)
 - 4) Relapsing Fever, louse-borne (until louse-free)
 - 5) Smallpox
 - 6) Typhus Fever, louse-borne (until louse-free)

- c. Measures:

- 1) Post QUARANTINE PLACARD, H-734 (See Sec. 17)
 - 2) While the patient is on the premises, no passes are issued.
 - 3) The district Health Officer provides for daily observation of the contacts, arranges for delivery of groceries and other necessities and supervises the release of contacts from quarantine.

- 4) When the patient is off the premises, follow the procedures as indicated under the specific disease in PART IV.

- 2. Modified Quarantine:

- a. Definition: A selective, partial limitation of freedom of movement of persons or domestic animals, based on known or presumed differences in susceptibility and/or because of disease transmission.

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- b. Diseases requiring modified quarantine:
 - 1) Diarrhea of the Newborn (Hospital nurseries only)
 - 2) Diphtheria
 - 3) Staphylococcal Disease (Hospital only)
 - c. Measures:
 - 1) When diphtheria occurs, post QUARANTINE PLACARD, H-734 (See Sec. 17)
 - 2) For release from quarantine, follow procedure as indicated under the specific disease in PART IV.
 - 3. Personal Surveillance:
 - a. Definition: The practice of close medical or other supervision of contacts in order to promote prompt recognition of infection or illness but without restricting their movements.
 - b. Diseases requiring surveillance: (See specific disease, PART IV, regarding duration of surveillance)
 - 1) Cholera
 - 2) Plague (following disinfestation)
 - 3) Smallpox (International Travelers)
 - 4) Yellow Fever (International Travelers)
 - 4. Other Classifications
 - a. Animal quarantine
 - 1) This quarantines biting animals, those having rabies, suspected rabies or exposed to rabies.
 - 2) Post ANIMAL QUARANTINE PLACARD, H-733. (See Sec. 17.)
 - 3) It is illegal to be in possession of pet skunks in the State of California (Sec. 2606, Title 17, California Administrative Code).
 - b. Mussel quarantine. This seasonal quarantine is established on all species of mussels from the ocean shore of California and is usually effective from May 1 to October 31. It prohibits the taking, sale or offering for sale of mussels, except for use as fish bait. Mussels for the use of fish bait shall be broken open at time of taking or prior to sale.
 - c. Bird quarantine. Birds with or suspected of having a disease transmissible to man are quarantined and placed on medicated feed for 45 days.
- For specific details, consult with Acute Communicable Disease Control.
- d. Turtle quarantine. Turtles offered for sale must be certified to be free from salmonella and Arizona organisms. Any not so certified must be quarantined pending appropriate dispositions.
5. Dairy quarantine.
 - 1) This quarantine is imposed when:
 - a) A milk supply is suspected as the source of an infection transmitted through milk or
 - b) A patient who resides on a dairy premises has or is suspected of having a disease transmitted through milk.
 - 2) The County health Office as agent for the Department of Food and Agriculture prohibits the use, sale or disposal of milk until the following measures are observed:
 - a) The patient must be isolated.
 - b) The water used in milk processing must be free of infection.
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c) Household members must be free of infection and must not contact dairy workers or any dairy facility used in processing milk.

d) The milk must be pasteurized off the premises until (1) the patient is removed and the household contacts cleared according to specific disease requirements; (2) the producing herd is declared free of infection by the Department of Food and Agriculture.

SEC. 16 ISOLATION

(Reference: Sections 2516 and 2518, Title 17, California Administrative Code)

A. Any reportable communicable disease may be isolated at the discretion of the District Health Officer (Section 3110, Health and Safety Code).

Legal isolation is accomplished by posting a placard and/ or serving a written order by Public Health Investigation personnel.

B. Violations

1. Violations of isolation orders must be reported immediately to the District Health Officer.
2. Violations of strict isolation and special isolation must also be reported immediately to the Chief, Public Health Investigation.

C. Classifications:

General definition:

Isolation is the separation of infected persons from others, for the period of communicability, in places and under conditions that will prevent the transmission of the infectious agent. There are several types of isolation, each one encompassing particular diseases and measures to be followed.

1. Strict isolation (Section 2516)

a. Diseases requiring strict isolation

- 1) Anthrax—inhilation
- 2) Cholera
- 3) Diarrhea of the Newborn (Hospital nurseries only)
- 4) Diphtheria
- 5) Gonococcal Ophthalmia Neonatorum
- 6) Lassa Fever
- 7) Marburg Virus Disease
- 8) Plague-pneumonic
- 9) Pneumonia, (Staphylococcus aureus or Group A streptococcus)
- 10) Smallpox

b. Measures

- 1) The severity of these diseases and/or potential hazard to others warrants immediate hospitalization.
- 2) Pending hospitalization the following measures are taken:
 - a) Post ISOLATION PLACARD, H-734 (See Sec. 17)
 - b) A private room

c) Those caring for patient must wear gowns, gloves and masks and must follow proper handwashing procedures

d) Visitors are excluded

e) For disinfection and cleaning, refer to the State Health Department Communicable Disease Manual

f) In the absence of a sanitary sewage system and if the disease is one in which the infectious agent may be present in the feces or urine, the District Health Officer issues instructions for the disposal of feces and urine.

2. Modified Isolation

a. Diseases subject to modified isolation:

Anthrax—wound

Chancroid

Congenital Rubella Syndrome

Dengue

Encephalitis, Post infectious & Post vaccination

German measles

Gonococcus Infection

Granuloma Inguinale

Hepatitis, Viral (Types A, B, Unspecified)

Lymphogranuloma Venereum (Lymphogranuloma Inguinale)

Measles (Rubeola)

Meningitis, Aseptic Syndrome

Meningitis, Meningococcal

Mumps

Pertussis (Whooping Cough)

Plague—bubonic

Poliomyelitis

Psittacosis

Rabies, Human and Animal

Salmonellosis

Shigellosis

Staphylococcal Disease

Streptococcal Infections Hemolytic (including Scarlet Fever and Streptococcal Sore Throat)

Syphilis

Trachoma

Tuberculosis

Tularemia

Typhoid Fever

Whooping Cough

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- b. Measures. Isolation measures depend upon the mode of transmission of the disease and the potential threat to susceptible persons (See specific disease in PART IV). These may range from:
- 1) exclusion from school
 - 2) exclusion from work of persons in sensitive occupation
 - 3) avoidance by pregnant women of contact to a case of rubella
 - 4) secretion, excretion and blood precautions
 - 5) abstinence from sexual contact
3. Typhoid Fever Carrier isolation. The District Health Officer issues specific written orders to the patient or contact who must adhere to all requirements.

The TYPHOID CARRIER AGREEMENT, SDH 262-516 (Spanish, SDH 262-517), is issued by the District Health Officer to typhoid carriers (convalescent and chronic).

4. Isolation in nursing homes. In general, patients, with communicable diseases are not permitted to remain in nursing homes. Asymptomatic carriers, such as salmonella or typhoid carriers, are not permitted in nursing homes unless prior written approval is obtained from the Chief, Acute Communicable Disease Control.
5. Special isolation. This isolation confines a patient with communicable disease, including tuberculosis and venereal disease, to his home, a hospital, sanitarium, jail facility or other specified location. Cooperative patients may be on voluntary isolation (home and hospital). Others may need an ORDER OF ISOLATION, H-474.

SEC. 17 QUARANTINE AND ISOLATION PLACARDS

Quarantine or isolation (see Sections 15 and 16) is not established until a placard is posted and/or written instructions given to the patient or contact. The courts only recognize quarantine by placard or written instruction. Oral notice is not legally recognized.

When a residence is quarantined, the District Health Officer or his representative attaches the placard(s) at the front or principal entrance. More than one placard may be posted.

Placards must contain the name of the disease or suspected disease, the name of the District Health Officer, signature of deputy posting, date of posting, address and telephone number of the district health center.

The employee who establishes a quarantine or isolation by placard or issues passes reports the details to the Chief of Acute Communicable Disease Control and Public Health Investigation.

All correspondence with other Health Departments, relative to violations of quarantine or legal orders of isolation, is handled by Chief, Public Health Investigation.

SEC. 18 HOSPITAL VISITS BY QUARANTINED PERSONS

Upon approval by the Los Angeles County-University of Southern California Medical Center medical staff (226-3703), quarantined persons may visit the patient in the hospital. Persons under quarantine must travel by private conveyance to and from home. They are permitted to enter the Communicable Disease Unit under the supervision of the hospital staff. Persons under modified quarantine, who hold quarantine passes do not have to travel by private conveyance.

In emergencies, and when other means of patient transportation are not available, Public Health Investigation personnel are called to assist.

SEC. 19 RELEASE FROM ISOLATION OR QUARANTINE

- A. When laboratory tests are required for release from isolation or quarantine of cases, contacts or carriers, exclusive of tuberculosis patients, the specimens must be submitted to a Public Health Laboratory approved by the State Department of Health. Within the geographic area of Los Angeles County, Public Health Laboratories approved by the State Department of Health are those of the County of Los Angeles Community Health Services, the City of Pasadena Health Department, and the City of Long Beach Health Department.
- B. A NOTICE OF RELEASE TO RETURN TO WORK, H-1066, is issued by the District Health Officer, his representative, or the Public Health Investigator.
- C. Release from an order of isolation is by written notice from the Chief, Public Health Investigation. For additional procedure, consult with Tuberculosis Control.

SEC. 20 TERMINAL CLEANING, VERMIN CONTROL AND DELOUSING

- A. Terminal Cleaning. Quarantine is not lifted until terminal cleaning of the residence is completed to the satisfaction of the District Health Officer. The isolation area and fomites should be washed with soap and water or suitable disinfectant solution. (See chart at back of California State Department of Health Control of Communicable Diseases Manual.)
- B. Vermin Control. Where a quarantinable vector-borne disease is suspected or known, a licensed pest control operator should properly treat, spray, or fumigate the premises, as necessary. This would be done under the direction of appropriate personnel of Environmental Management.
- C. Delousing. When infestation is evident and personal treatment is involved, treat the patient as outlined in PART IV—PEDICULOSIS. All suspected infested clothing, bedding, and personal articles, should be thoroughly washed in hot water (140°F) or dry cleaned, whichever is appropriate. The interior of the premises suspected to be infested should be thoroughly cleaned and vacuumed. If needed, a licensed pest control operator should treat the interior and exterior premises under the direction of appropriate personnel of Environmental Management.

PART IV SPECIFIC COMMUNICABLE DISEASES

SEC. 21 DISEASES

AMEBIASIS

ANTHRAX

BOTULISM

BRUCELLOSIS

CHANCROID (Soft Chancre)

CHICKEN POX (Varicella)

CHOLERA

COCCIDIOIDOMYCOSIS

DIARRHEA OF THE NEWBORN

DIPHTHERIA

ENCEPHALITIS (Arthropod-borne)

ENCEPHALITIS (Post infectious and Encephalitis of undetermined etiology)

FOOD POISONING
GONORRHEA
GONORRHEAL OPHTHALMIA NEONATORUM
GRANULOMA INGUINALE
HEPATITIS (Type A)
HEPATITIS (Type B)
HERPES SIMPLEX
INFLUENZA
LEGIONNAIRE'S DISEASE
LEPROSY (Hansen's Disease)
LEPTOSPIROSIS
LYMPHOGRANULOMA VENEREUM
MALARIA
MEASLES (Rubeola)
MENINGITIS ASEPTIC SYNDROME
MENINGOCOCCAL INFECTIONS
MUMPS (Infectious Parotitis)
PEDICULOSIS
PLAGUE
POLIOMYELITIS
PSITTACOSIS
Q FEVER
RABIES
RELAPSING FEVER (Louse-borne: Tick-borne)
RINGWORM OF THE SCALP (Tinea Capitis)
ROCKY MOUNTAIN SPOTTED FEVER
RUBELLA, ACUTE
RUBELLA (Congenital Syndrome)
SALMONELLOSIS (Salmonella and Paratyphoid infections, other than Typhoid)
SCABIES
SHIGELLOSIS (Dysentery, Bacillary)
SMALLPOX
STAPHYLOCOCCAL DISEASE (Local and general excluding food poisoning)
STREPTOCOCCAL INFECTIONS
SYPHILIS

TETANUS
TOXOPLASMOSIS
TRACHOMA
TRICHINOSIS
TUBERCULOSIS
TUBERCULOSIS (including other mycobacterial diseases)
TULAREMIA
TYPHOID FEVER
TYPHUS (Flea-borne, Endemic)
TYPHUS (Louse-borne, Epidemic Type)
WHOOPING COUGH (Pertussis)
YELLOW FEVER

PART V
REGULATIONS FOR COMMUNICABLE DISEASE ADMISSIONS AND INFECTION CONTROL IN
HEALTH CARE FACILITIES

SEC. 22 REGULATIONS FOR COMMUNICABLE DISEASE ADMISSIONS IN
HEALTH CARE FACILITIES

Patients with the following diagnoses or suspected diseases may not be admitted to any health facility nor treated in any health facility other than the Communicable Disease Unit of the Los Angeles County-University of Southern California Medical Center:

1. Cholera
2. Diphtheria
3. Lassa Fever
4. Marburg Virus
5. Plague
6. Relapsing Fever (louse-borne)
7. Smallpox
8. Typhus Fever (louse-borne)
9. Yellow Fever

In addition, hospitalization at the Communicable Disease Unit, Los Angeles County-University of Southern California Medical Center is urged for patients with the following diseases:

Botulism
Chicken pox (with complications)
Encephalitis, including VEE and other arbovirus encephalides
Measles (Rubeola with complications)
Meningococcal Meningitis

Mumps (with complications)
Poliomyelitis
Rabies
Scarlet Fever (severe)
Tetanus
Typhoid Fever
*Vaccinia, Generalized and Progressive: Eczema Vaccinatum
Whooping Cough (Pertussis, if severe and under 3 years of age)
*Important only if smallpox not suspected

SEC. 23 SUSPECTED OR DIAGNOSED COMMUNICABLE DISEASE WHICH MAY BE ADMITTED TO AND REMAIN IN ACUTE CARE HOSPITALS OR OTHER HEALTH FACILITIES

Any patient with a communicable disease listed as a Reportable Disease may remain in the facility providing Title 22 regulations are met for adequate isolation except those specifically listed in Sec. 22. In addition, patients who are asymptomatic carriers of salmonella, typhoid or shigella must not be discharged to skilled nursing or intermediate care facilities unless prior written approval has been obtained from the Chief, Acute Communicable Disease Control.

SEC. 24 REGULATIONS REGARDING COMMUNICABLE DISEASES IN SKILLED NURSING FACILITIES

Persons with a communicable disease shall not be admitted or cared for unless the following are met:

1. Any patient diagnosed as having a reportable, communicable disease or being in a carrier state, who the attending physician determines is a potential danger to other patients or personnel, shall be accommodated in a room provided with a separate toilet, handwashing facility, soap dispenser and individual towels.
2. The skilled nursing facility shall adopt and observe written procedures approved by the local health officer. Such procedures shall be posted at the nurses' station or other appropriate location. The procedures shall outline the technique to be used in the care of patients with a communicable disease, and shall include:
 - a. Handwashing upon entering and leaving patient's room.
 - b. Proper handling and disposal of infectious material.
 - c. Procedures for medical and nursing personnel providing for proper techniques.
 - d. Health education provided to the patient.
 - e. Proper handling of dishes.
 - f. Proper handling of patient care equipment.
3. Patients who are asymptomatic carriers of salmonella, typhoid, or shigella are not to be admitted to nor remain in these facilities unless prior written approval has been obtained from the Chief, Acute Communicable Disease Control.

SEC. 25 REGULATIONS REGARDING COMMUNICABLE DISEASE IN INTERMEDIATE CARE FACILITIES

No patient with a communicable disease may be admitted to nor permitted to remain in an Intermediate Care Facility.

Patients acquiring a communicable disease while in the facility shall be transferred to an appropriate facility as soon as possible. While awaiting transfer, the following requirements shall be met:

1. Any patient diagnosed as having a reportable communicable disease or being in a carrier state who the attending physician determines is a potential danger to other patients or personnel, shall be accommodated in a room provided with a separate toilet, handwashing facility, soap dispenser and individual towels.
2. The intermediate care facility shall adopt and observe written procedures approved by the local health officer. Such procedures shall be posted at the nurses' station or other appropriate location. The procedures shall outline the technique to be used in the care of patients with a communicable disease and shall include:
 - a. Handwashing upon entering and leaving patient's room.
 - b. Proper handling and disposal of infectious material.
 - c. Procedures for medical and nursing personnel providing for proper isolation techniques.
 - d. Health education provided to the patient.
 - e. Proper handling of dishes.
 - f. Proper handling of patient care equipment.

SEC. 26 INFECTION CONTROL POLICIES

The Infection Control Committee should establish the facility's isolation policies, based on guidelines, A through H, in Sec. 27, enforce their implementation and approve all procedures. Policies and procedures should be reviewed annually and revised as necessary.

An employee health program, outlining routine communications, should be developed by the committee. Immunizations available to all hospital personnel should include diphtheria-tetanus, measles, influenza, and rubella. All employees, especially women of child-bearing age, should be tested for rubella susceptibility, appropriately counseled, and offered rubella immunizations. Rubella susceptible individuals should not be employed in high risk areas unless immunized. High risk personnel, such as those working in the renal dialysis units, should be informed of the risk of hepatitis and related infections and health services should be available to them. Tuberculin non-reactors in a health care facility should be skin tested at least every 6 months and more often if in a high risk area. An x-ray should be obtained if the skin test is positive. Consideration for antituberculous treatment should be given to all reactors and definitely to converters. If antituberculous treatment is refused, yearly check x-ray is advisable routinely and as necessary for respiratory symptoms.

Stool examinations are strongly recommended pre-employment for food handlers to rule out amoeba, salmonella, etc. Periodic examinations to detect asymptomatic carriers, in general, are unnecessary. Rather, employee education, stressing personal hygiene, and removal of the employee from work when ill with diarrhea, etc., should be strictly enforced. Personnel with cutaneous lesions or other overt infections should not be allowed to care for patients, especially those in nurseries, on the burn unit, or in areas where there are patients with decreased host resistance, nor should such personnel be allowed to prepare or serve food.

SEC. 27 REFERENCES

- A. A Manual for the Control of Communicable Diseases in California, California State Department of Health.
- B. American Hospital Association: Infection Control in the Hospital.
- C. Benenson, A.S. (ed).: Control of Communicable Diseases in Man, American Public Health Association.
- D. General Acute Care Hospital Regulations, Title 22, Division 5, Chapter 1.
- E. Guidelines for Infection Control Programs, Skilled Nursing Facility, California State Department of Health.
- F. Intermediate Care Facilities Regulations, Title 22, Division 5, Chapter 4.
- G. Isolation Techniques for Use in Hospitals, U.S. Department of Health, Education and Welfare, Public Health Service, Center for Disease Control.
- H. Skilled Nursing Facilities Regulations, Title 22, Division 5, Chapter 3.

PART VI MORTICIANS AND CEMETERIES

SEC. 28 INSTRUCTIONS TO FUNERAL DIRECTORS

A. GENERAL

The Department of Health Services assist funeral directors in compliance with State Laws. Consult the Public Health Registrar for advice and assistance. Funeral directors must apply for burial permits within five days from date of death (Section 10377, Health and Safety Code).

B. CORONER'S CASES (Section 27491, Health and Safety Code)

- 1. Any funeral director or embalmer called in a death from an unknown cause or suspected communicable disease must immediately notify the coroner and be guided by his order. (Section 7300, 7301, 10225 and 10250, Health and Safety Code.)
- 2. Among those cases requiring inquiry by the Coroner are: "... deaths known or suspected as due to contagious disease and constituting a public hazard ..." A Coroner's referral will not be necessary for diagnosed cases of contagious disease, since the local procedures and the action of the Department of Health Services after notification will be the defense against any public hazard.
- 3. Cases of possible but not diagnosed contagious diseases, such as possible meningitis or possible pulmonary tuberculosis when an autopsy is not contemplated, shall be referred to the Coroner for diagnosis following which notification of proper authorities will be made.
- 4. Deaths from the following reportable diseases shall be Coroner's cases:

Botulism

Food or metal poisoning

Hepatitis (Type B, serum)

Rabies

Tetanus

C. QUARANTINABLE DISEASE REGULATIONS

- 1. Funeral directors who serve the territory of the County of Los Angeles Department of Health Service (both unincorporated areas and cities under contract) must observe rules and regulations for the control of quarantinable diseases (Section 3110, Health and Safety Code).

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2. Hearse or Mortuary Car. Only a hearse or mortuary car can convey the body of any person dead of a communicable disease except when that person died while being transported. An exception is made when the body is prepared for burial and enclosed in a casket and transportation case.
 3. Embalming. The funeral director or embalmer must immediately report to the District Health Officer the name and address of the deceased person and all known facts relating to the cause of death, if cause is a suspected communicable disease.

Funeral directors are urged to determine the cause of death whenever possible and to adhere to careful hand washing and other protective techniques.

4. Transportation—Common Carrier

- a. Except as provided in subdivision (b), the bodies of persons who have died from any cause shall not be received for transportation by a common carrier unless the body has been embalmed and prepared by a licensed embalmer and placed in a sound casket and enclosed in a transportation case.
 - b. A dead body, which cannot be embalmed or is in state of decomposition, shall be received for transportation by a common carrier if the body is placed in an airtight metal casket enclosed in a strong transportation case or in a sound casket enclosed in an airtight metal or metal-lined transportation case. (Section 7355, Health and Safety Code.)
5. Funeral Services. The funeral director or the District Public Health Registrar will immediately notify the Chief, Public Health Investigation, when a death from any quarantinable disease is certified. The Chief, Public Health Investigation, or his representative, will supervise these funerals.
- a. Plague, Smallpox. No services are permitted and interment is under strict supervision of the Department of Health Services for these diseases.
 - b. Typhus Fever (louse-borne). There are no restrictions if patient had been hospitalized and deloused before death and family contacts have been deloused. Otherwise, funeral services are "Private."
 - c. Cholera, Diphtheria.

Deaths in quarantinable household.

Private funerals may be required.

The following will apply:

- 1) No restrictions are imposed where there is no attendance by quarantined contacts provided casket remains closed.
- 2) In suspected diphtheria without bacteriological diagnosis, funeral directors must immediately notify the District Health Officer. Refrain from using formaldehyde or any disinfectant until the District Health Officer or Coroner obtains a specimen for laboratory examination.
- 3) All funeral directors must notify the cemetery that such funerals are "Private" and the cemeteries must assist in carrying out these regulations.
- 4) After the body is prepared for burial, the parents or immediate family members over age 15 may identify the body but without contacting it. Immediately after identification, the casket will be closed and fastened permanently. A glass "sealer" may be used if the family desires. If there is no identification, the casket must be closed and fastened permanently before being transported.
- 5) Only members of a quarantined household over 15 years of age may attend services to be held only at the grave. Passes for this attendance must be signed by the District Health Officer or his representative. (Section 10376, Health and Safety Code.) Trips to and from the quarantined premises must be made in a private conveyance. Family members must remain apart from others who attend the services.

SEC. 29 INSTRUCTIONS TO CEMETERY AUTHORITIES

A. GENERAL

The County of Los Angeles, Department of Health Services, will assist cemetery authorities in compliance with State laws.

B. STATE STATUTES

Cemetery authorities in the territory served by the County of Los Angeles, Department of Health Services, must adhere to the following statutes:

1. Interment or cremation or other disposition of any body (including a fetus of 20 or more weeks uterogestation) requires a burial or cremation permit. (Section 10375 and 10175, Health and Safety Code.)
2. Interment of the body of a person dead of a quarantinable disease requires a burial permit marked by the words "Private Funeral."
3. All cemetery authorities will immediately report to the District Health Officer all requests from funeral directors or others for interment of a body dead of a quarantinable disease.
4. In graveside services of persons of a quarantinable disease, all cemetery authorities will be governed by the rules and regulations for funeral directors.
5. Questions regarding the shipment of bodies to foreign countries should be directed to the Public Health Investigation unit of the Department of Health Services.

PART 2

ENVIRONMENTAL MANAGEMENT RULES AND REGULATIONS NUMBER 1 OF THE LOS ANGELES COUNTY HEALTH DEPARTMENT ADOPTING NATIONAL SANITATION FOUNDATION STANDARDS FOR NEW COMMERCIAL FOOD SERVICE EQUIPMENT

The following Rules and Regulations are adopted effective April 1, 1965 by the Los Angeles County Health Officer pursuant to Section 321 of Ordinance No. 7583, Public Health Code (Los Angeles County Code Section 11.02.160) as a guide to interpret requirements governing the sanitary design and performance of equipment for food establishments.

Standard No. 1—Revised April, 1964

"Soda Fountain and Luncheonette Equipment"

Standard No. 2—Reprinted with revisions April, 1964

"Food Service Equipment"

Standard No. 3—May, 1953 with revisions 1956

"Spray-type Dishwashing Machines"

Standard No. 4—January 1, 1958 as amended, July, 1963

"Commercial Cooking and Warming Equipment"

Standard No. 5—January 1, 1959

"Commercial and Hot Water Generating Equipment"

Standard No. 6—January 1, 1959

"Dispensing Freezers"

C-1—August, 1958

"Basic and Special Criteria for Food Vending Machines"

C-2—Revised April, 1964

"Basic Criteria for the evaluation of Special Equipment and/or Devices"

Copies of such standards shall be kept available for public examination at the Los Angeles County Health Services, 313 North Figueroa, Room 326, Los Angeles.

The following exceptions and modifications are adopted:

GENERAL EXCEPTION:

The installation requirements of "National Sanitation Foundation" standards are not adopted except when specifically stated herein. Installation shall generally conform to the requirements outlined in the drawings and specifications of the Department's latest "Food Equipment Installation Guide" or to standards which the Health Officer determines to be equivalent.

SPECIFIC EXCEPTIONS:

Standard No. 2, dated April, 1964, "Food Service Equipment" is adopted except that Sections 4.19, 4.38 and 4.48 are changed to read as follows:

Section 4.19—Metal doors to enclose openings and provide access to interior compartments shall be fabricated in two basic types of construction; that is, by means of single panel or double panel walls, with or without intermediate insulation. Hinges shall be kept to a minimum. Hinges required in the food zones, shall be easy to clean and of simple take-apart design and construction. Piano-type or fixed pin hinges are not permissible in the food zone. All sliding doors are to be removable. Doors other than metal are to be in accordance with "MATERIALS" specifications and of flush-panel type.

Section 4.38 DRAWERS AND BINS: All drawers, bins, and drawer carriages shall be made readily removable for cleaning. Bins for food ingredients are to be in a totally enclosed space, or when not enclosed, to be provided with a tight-fitting cover. Food ingredient containers, including portable food containers, shall have tight fitting covers and comply with Items 3.01 and 4.03. Square corners and smooth galvanized metal are permitted for containers intended for the storage of dry, unpackaged foods and for dishwashing and pot-washing sinks.

Section 4.48 TOPS OF COUNTERS, TABLES, AND BACK BARS: Tops, if exposed, shall be in one piece, or all seams shall be welded, ground and made smooth, provided that field joints shall comply with Item 4.21. Provided all corners are tight, smooth and tight-jointed laminated hard maple or equivalent topped baker's tables and meat blocks are permitted for bakery and butcher-shop type food preparation.

Standard No. 5, January 1, 1959, "Commercial Hot Water Generating Equipment" is adopted except that Sections 3.04, 5.02, 5.04, 5.06, 5.07, 5.08, 5.09 and 5.15 are deleted and Sections 4.00, 4.01, 5.03, 5.09 are changed to read as follows:

Section 4.00 GENERAL: Hot water generating equipment shall be so designed and installed as to make cleaning of the external surfaces of various units and parts easy, and to minimize places where dirt will collect and where vermin may find shelter.

Section 4.01 SPACE BENEATH: "Where installed in areas where food is processed, stored or prepared, self-supported hot water generating equipment mounted on legs shall have a clear space underneath at least 6" high to provide for proper cleaning. Base mounted units shall provide access for proper cleaning, and shall be designed to be easily cleaned."

Installation requirements of Standard No. 5 are hereby modified to read as follows:

Section 5.03 WATER SUPPLY PRESSURE CONTROL: In order to assure a uniform required volume of hot water for the fresh water rinses of dishwashing machines, when the flow pressure exceeds 25 pounds, either a flow control valve should be installed, that will maintain the prescribed minimum rate of flow under all probable variations in flow pressure, or a reliable pressure reducing valve should be installed and so set as to give 15 to 25 pounds flow pressure on the fresh water rinse line at the dishwashing machine. (It is suggested that 20 pounds flow pressure is the ideal operating pressure.) The flow control valve or the pressure reducing valve should be installed as close to the machine as possible, and outside the recirculation line is used. Each installation should include a suitable

gauge cock installed where the flow pressure may be conveniently measured. Flow or pressure control valves should be adjusted with provision for the adjustment to be locked so it cannot be changed without tools.

Section 5.09 RECIRCULATION PUMPS: "Where the length of piping from the heater to a dishwasher designed for intermittent use exceeds 20' an approved means of circulation shall be provided for the 180° F. sanitizing rinse water."

APPENDIX TO STANDARD No. 5

The appendix and the charts and tables of Standard No. 5 are hereby adopted for guidance in determining the quantity of hot water required for various commercial, spray-type dishwashing machine installations.

Criteria C-2 dated April 5, 1961 and revised April, 1962, "Evaluation of Special Equipment and/or Devices" is adopted except that Section 4.03 is amended to read as follows:

Section 4.03 is amended: INTERNAL CORNERS OR ANGLES OF FOOD CONTACT SURFACES:

An internal angle formed by the intersection of surfaces at 135° or less, and to be manually cleaned, shall have a minimum continuous and smooth radius of 1/8 inch. Square corners and smooth galvanized metal are permitted for containers intended for the storage of dry, unpackaged foods and for dishwashing and pot-washing sinks, provided all corners are tight.

Section 4.031 LESSER RADII: Lesser radii may be used where necessary for proper functioning of parts (such as sealing ring grooves, holes, or grooves), provided that they can be readily cleaned.

Section 4.032 GREATER RADII: Greater radii may be required where cleaning, product flow and maintenance requirements indicate.

RULES AND REGULATIONS NUMBER 2 OF THE LOS ANGELES COUNTY HEALTH DEPARTMENT GOVERNING SANITARY PREPARATION AND HANDLING OF SALAD-TYPE SANDWICHES

The following Rules and Regulations are adopted effective April 1, 1965 by the Los Angeles County Health Officer, pursuant to Section 321 of Ordinance 7583, Public Health Code (Los Angeles County Code Section 11.02.160) to provide specific standards governing sanitary protection and handling of salad-type sandwiches.

These Rules and Regulations shall apply to the preparation of salad-type wrapped sandwiches which include, but are not limited to ham salad, tuna salad, egg salad, chicken salad, turkey salad, and sandwiches prepared with similar types of food ingredients which may support the rapid and progressive growth of organisms that may cause food illness.

1. Handwashing facilities with hot and cold running water, discharging through a mixing-type outlet so the user may adjust the temperature, a soap dispenser and sanitary towels, shall be provided and maintained in room or area where sandwiches are prepared and shall be used by all food handlers upon coming to work, after use of toilets and whenever the hands have been subject to contamination.
2. All employees handling unwrapped sandwiches or their ingredients shall wear clean outer garments and head covers, and shall practice sanitary techniques and methods to preserve the purity and sanitary quality of the product and to avoid contamination of the product. Management shall supervise the sanitary preparation of sandwiches and require that no employee with cuts, sores, infections or other conditions with might cause food contamination handles unwrapped sandwiches or ingredients therefor.
3. All utensils and equipment which come in contact with the food shall be of such material, construction and design as to be readily cleanable and shall be kept in a clean and sanitary condition. All equipment which comes in contact with salad-type sandwich ingredients shall be washed in warm water containing a detergent and rinsed by immersion in hot water at 170° F. or above exposed for 1/2 minute to a sanitizing solution approved for multi-use utensils at least once each shift.

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4. No mixing, blending, or other processing of ingredients shall be done with hands in contact therewith except where the Health Officer determines it is not practical to handle with implements, such as egg shelling, handling meat for grinding. Mixing salad ingredients and handling after mixing shall be by clean implements only.
 5. Boiled, shelled eggs shall be sanitized before further processing for salad sandwich ingredients. This may be done by dipping in boiling water for 10 seconds or sanitized as approved by the Health Officer.
 6. If the ingredients are such as can support the rapid growth of organisms which may cause food-borne illness, those ingredients shall have been kept refrigerated at all times until ready for use in sandwich preparation, except when being processed or as allowed herein.
 7. The amount of salad ingredients kept out of refrigeration for making into sandwiches and the sandwich preparation procedures shall be so conducted that no such ingredients will warm to above 50° F. prior to use in preparation.
 8. All ingredients for salad-type sandwich fillers shall have been brought to a temperature of 50° F. or below before being placed in the sandwiches. When quantities of such food which have not previously been chilled are placed in the refrigerator for chilling they shall be placed in shallow layers not more than 3" deep and so arranged as to promote rapid and effective chilling or in other containers if their size and shape and the cooling conditions are such as to chill to 50° F. or below as rapidly as a large mass is chilled in a 3" deep container under normal, approved refrigerator conditions.
 9. No ingredients shall be used as ingredients for salad-type sandwich unless they have been at all times handled and treated in full compliance with refrigeration and handling requirements applicable to all other sandwich ingredients.
 10. Wrapped salad-type sandwiches shall be placed in a refrigerator as each unit box or rack is filled and in no case in more than one hour after preparation.

RULES AND REGULATIONS NUMBER 3 OF THE COUNTY OF LOS ANGELES HEALTH DEPARTMENT GOVERNING INSTALLATION AND USE OF WATER TREATMENT MECHANISMS ON CONSUMER DOMESTIC WATER SUPPLY LINES

The following Rules and Regulations of the County of Los Angeles Health Officer Governing the Installation and Use of Water Treatment Mechanisms on Consumer Domestic Water Supply Lines are established in furtherance and clarification of Section 501 of the Public Health Code, (Ordinance No. 7583) (Los Angeles County Code Section 11.38.030) dealing with cross-connections. Authority: Section 321, Ordinance No. 8588. (Los Angeles County Code Section 11.02.160.) Effective: July 13, 1970.

It is the position of the Health Officer that:

- (a) public water supplies as delivered to consumer premises are or should be of such character as to be in the greatest degree acceptable for domestic use without further treatment,
- (b) the unwarranted addition of chemicals to the domestic water supply is not in the public health interest,
- (c) the uncontrolled addition of chemicals to the domestic water supply is contrary to public health and safety,
- (d) the burden of proof in establishing a need for and beneficial effect of water treatment rests with the proponent,
- (e) chemicals proposed for use shall be unequivocally safe in dosage and manner applied to the satisfaction of the Health Officer,
- (f) violation of these rules and regulations constitutes a cross-connection violation and is subject to abatement as such.

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1. No person shall install, maintain, or use any water treatment mechanism, device or contrivance on any domestic water line to or within any consumer premises without prior written approval and authorization by the Health Officer. Exception: This section shall not apply to:
 - (a) the installation of water treatment equipment to industrialized water systems protected against backflow by the proper installation of approved backflow prevention devices,
 - (b) salt (sodium chloride) regenerated zeolite softeners.
 2. No person shall add or introduce any chemical into any domestic water supply line to or within any consumer premise in any manner without prior written approval and authorization by the Health Officer. Exception: This section shall not apply to the salt (sodium chloride) regeneration of zeolite softeners.
 3. The following criteria shall be used in evaluating an application for installing a water treatment mechanism or applying chemical treatment to a domestic water system.
 - A. Need: Documentation shall be provided establishing that a water problem exists and is subject to control by the treatment proposed.
 - B. Safety:
 - (1) Each formulation proposed for use shall be registered with the Health Officer, giving complete chemical analysis and percentage composition as prepared by a recognized laboratory.
 - (2) Each mechanism, device, or contrivance proposed for use shall be registered with the Health Officer, with detailed mechanical drawings and materials specifications.
 - (3) Each such unit shall be of durable construction and protected from unauthorized entry by a locking mechanism.
 - C. Dosage: Chemicals shall applied at the lowest level to accomplish intended purpose.
 - D. Feed:
 - (1) Chemical feed shall be proportionate to water flow through the system treated.
 - (2) Accuracy of the feed mechanism shall be such as to maintain applied dosage within the intended range.
 - (3) Each mechanism, contrivance, or device shall be designed and/or equipped so as to prevent the back siphonage of treatment chemicals into downstream piping in conflict with the foregoing.
 - (4) Certified reports from reputable chemical and mechanical testing laboratories shall be submitted to the Health Officer documenting
 - (a) proportionality of feed,
 - (b) accuracy of the feed mechanism over the full range of anticipated water flow,
 - (c) prevention of siphonage.
 - E. Identification: Each assembly of any water treatment mechanism, device, or contrivance shall bear a permanently affixed and durable nameplate, decal, label or similar identification with the following information in easily readable form and size: manufacturer, model, size, and where appropriate, serial number.

In addition thereto, each assembly shall bear a permanently affixed and durable plate, decal, label or similar identification, mounted in a position readily in view of a person charging the unit, bearing the following information in easily readable form and size: Caution: This unit has been approved for the application of (formulators name and compound identification) only.
 4. Chemicals shall be stored and dispensed in a sanitary manner from original containers bearing descriptions of materials, manufacturer/formulator, and address, or repackaged or dispensed in a sanitary manner from similarly identified containers.

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5. Control of treatment at each installation shall be based upon the laboratory findings of a reputable laboratory. The permittee shall submit semi-annual chemical, physical or other laboratory test results to the Health Officer to substantiate the beneficial effect of treatment.
 6. Upon finding by the Health Officer that a permittee is unable to establish the effect of water treatment in accordance with need declared in application, authorization for said treatment may be revoked.
 7. Upon revocation of authorization by the Health Officer, a permittee shall immediately discontinue water treatment and shall within 30 days thereafter dismantle and remove any water treatment mechanism, device, or contrivance associated therewith from the water system.
 8. Upon cessation of water treatment, for any cause whatever, any water treatment mechanism, device or contrivance associated therewith shall within 30 days be dismantled and removed from the water system by the permittee.

**RULES AND REGULATIONS NUMBER 4 OF THE COUNTY OF LOS ANGELES
DEPARTMENT OF HEALTH SERVICES GOVERNING PASS-THROUGH
OPENINGS TO THE OUTSIDE OF RESTAURANTS AND OTHER FOOD
ESTABLISHMENTS, EXCEPT TEMPORARY FOOD STANDS AND MOBILE
FOOD PREPARATION VEHICLES**

The following Rules and Regulations are adopted effective December 1, 1976 by the Los Angeles County Health Officer pursuant to Sections 321, 352, and 374 of the Public Health Code, Ordinance No. 7583, as amended, to (Los Angeles County Code Sections 11.02.160, 11.12.010 and 11.12.230) to provide for the protection of foods from contamination by flies and other insects and from dust, dirt or other contamination. Violation of these rules and regulations constitutes a violation of Sections 352 and/or 374 of Ordinance No. 7583 (Los Angeles County Code Sections 11.12.010 and/or 11.12.230), and may be prosecuted as such.

1. All pass-through food service openings to the outside of restaurants and other food establishments shall comply with the following:
 - a. The counter surfaces at the openings shall be smooth and cleanable.
 - b. As an integral part of the opening, a closure shall be provided to exclude the entry of dust and vermin.
 - c. Openings shall remain closed when not in use.
 - d. Openings shall not be closer together than 18 inches.
 - e. When flies, insects, or other vermin or dust, dirt, or other contaminants are present, additional control measures shall be provided.
2. Food service pass-through opening size requirements for new restaurants or food establishments:
 - a. Pass-through openings without fly exclusion devices shall be limited to a maximum size of 216 square inches.
 - b. Openings exceeding 216 square inches, up to a maximum of 432 square inches (3 square feet), shall be equipped with an effective fly exclusion device.
 - c. In order to construct an opening larger than 3 square feet, a unique or necessary need must be demonstrated and a written variance must be obtained from the Health Officer. Such openings shall be limited to a maximum size of 6 square feet and shall be provided with an effective fly exclusion device.
3. Restaurants and food establishments existing on the effective date of these rules and regulations shall comply with the following:

-
- a. No food service pass-through opening shall exceed 6 square feet.
 - b. Existing pass-through openings without effective fly exclusion devices shall be limited to a maximum size of 3 square feet. All existing openings in excess of 3 square feet and up to 6 square feet shall be provided with an effective fly exclusion device.
4. Restaurant and food establishment food service pass-through openings in excess of 6 square feet existing on the effective date of these rules and regulations shall be modified to comply with one of the following:
 - a. Pass-through openings without effective fly exclusion devices shall be limited to a maximum size of 216 square inches.
 - b. Openings exceeding 216 square inches, up to a maximum of 432 square inches (3 square feet), shall be equipped with an effective fly exclusion device.
 - c. In order to construct an opening larger than 3 square feet, a unique or necessary need must be demonstrated and a written variance must be obtained from the Health Officer. Such openings shall be limited to a maximum size of 6 square feet and they shall be provided with an effective fly exclusion device.
 5. Fly exclusion devices referred to by these rules and regulations shall be of a type prescribed by or acceptable to the Los Angeles County Health Officer and shall be effective in their operation. Installation, operation, and maintenance of fly exclusion devices shall be in a manner prescribed by or acceptable to the Health Officer.

RULE AND REGULATIONS NUMBER 5 OF THE LOS ANGELES COUNTY DEPARTMENT OF HEALTH SERVICES ADOPTING SCHEDULE FOR FEES FOR SERVICES RENDERED BY THE HEALTH OFFICER

The following Rule and Regulation is adopted effective October 19, 1979, by the County of Los Angeles Health Officer pursuant to Section 751 of Ordinance 7583, Public Health Code (Los Angeles County Code Section 11.06.020) as a schedule of fees for the granting of permits and on-site inspections to determine compliance to all codes and regulations for the drilling, modifying, converting or destroying of water wells; for plot plan review, investigation, soil porosity testing, and on-site inspections as necessary to determine requirements for and approval of private sewage disposal systems; and to include fees for technical services provided to applicants by the department for the on-site inspection and approval of existing private sewage disposal systems and to determine the adequacy and safety of water supplies, waste disposal and structure of cabins for occupancy within the boundaries of the United States Forest Service.

Failure to pay said fees as provided for in Chapter 8.04 of Title 8 shall constitute violation of Section 751 of Ordinance 7583 (Los Angeles County Code Section 11.06.020), and may be prosecuted as such.

(Ord. 2005-0053 § 17, 2005: Ord. 88-0106 § 30, 1988: Ord. 87-0064 § 3, 1987: Ord. 86-0099U § 3, 1986: Ord. 85-0111U § 3, 1985: Ord. 84-0099 § 3, 1984: Ord. 84-0097U § 3, 1984.)

PART 3 OCCUPATIONAL HEALTH RULES AND REGULATIONS OCCUPATIONAL HEALTH DIVISION

The following Rules and Regulations are adopted effective July 1, 1968, by the Los Angeles County Health Officer, in accordance with Section 32 I, Ordinance No. 7583, Public Health Code (Los Angeles County Code Section 11.02.160), to interpret Sections 1151, 1153, 1154, 1155, 1159, 1160, 1162, 1163, 1173, 1174, 1175, 1189, 1190 and 1191 of said ordinance (Los Angeles County Code Sections 11.22.500, 11.22.610, 11.22.620, 11.22.630, 11.22.640, 11.22.650, 11.22.690, 11.22.720, 11.22.740, 11.22.750, 11.22.760, 11.22.770, 11.22.890 and 11.22.900).

PART I. DEFINITIONS

Section 1. Definition of Terms

For the purposes of these rules and regulations the following definitions shall apply.

1.1 Breathing zone—The area or zone of a worker's head during normal operation of a process or while at work.

1.2. Capture velocity—The velocity of air at specified points or zones which causes air contaminants to flow to an exhaust system.

1.3. Conveying velocity—The air speed determined to be necessary to convey a contaminant through a duct or system.

1.4. Corrosive—Any substance which on contact will cause destruction or damage to living tissue by chemical action. This term shall not refer to action on inanimate surfaces.

1.5. Gassing—The rate of generation of a contaminant.

1.6. General ventilation—Introduction of uncontaminated air into an area, room or building or exhausting air therefrom by other than local exhaust ventilation systems.

1.7. Hood—Any air intake device connected to an exhaust ventilation system or duct to capture and remove dusts, fumes, gases, vapors, mists, smoke, heat or otherwise provide local exhaust ventilation.

1.8. Irritant—Any substance not necessarily corrosive as defined in Section 1.4., but which on either immediate, prolonged or repeated contact with normal living tissue will induce an inflammation or irritation.

1.9. Lateral exhaust—Local exhaust ventilation designed with slots at the periphery or along the midsection of a surface or tank for the purpose of preventing escape of significant amounts of contaminants to the breathing zone.

1.10. Local exhaust ventilation—A ventilating system intended to capture air contaminants at or near their point of origin and transport them to an approved exhaust system.

1.11. Natural ventilation—General ventilation without the aid of mechanical air moving devices.

1.12. Non-ionizing radiation—As related to industrial sources comprises electromagnetic radiation within the spectral range of approximately 50 to 3 X 10¹⁰; including ultraviolet, coherent light, visible infrared and microwave radiation.

1.13. Strong sensitizer—A substance which will cause on normal living tissue through an allergic or photodynamic process a hypersensitivity which becomes evident on reapplication of the same substance.

1.14. Maximum Acceptable Concentration—Exposure to dust, fumes, mists, vapors or gases of such concentration as to produce effects herein defined as harmful. Concentrations which are considered to be the Maximum Acceptable Concentrations for various substances are listed in Part IX Supplement, Appendix C, Maximum Acceptable Concentrations.

1.15. Toxic substance—A toxic chemical as defined by Section 1124 of Ordinance No. 7583 (Los Angeles County Code, Section 11.22.250).

PART II. GENERAL REQUIREMENTS

Section 2.1. Duct System

2.2. When the space under, above, behind or beside duct systems must be regularly cleaned, a clear space of at least six (6) inches for cleaning or maintenance shall be provided.

2.3. Where materials may accumulate in an approximately horizontal duct and thereby reduce the system's efficiency significantly below design requirements, access openings for cleaning shall be provided therein at least

every ten (10) feet in ducts smaller than one hundred and ninety (190) square inches in cross sectional area and at least every twenty (20) feet in larger ducts.

2.4. Cleanout openings shall be at least as large as the duct they serve or one hundred and ninety (190) square inches, whichever is the smaller.

2.5. Cleanout openings in the duct or fan shall provide ready access to the fan housing and blade.

2.6. Suitable shut-off devices or caps shall be installed on all openings to the system which are not intended and used for ventilation and such openings shall be kept closed except when in actual use for access or maintenance.

Section 3. Confined Space

3.1. Whenever a worker enters a confined space or works where concentrations of gases, vapors, dusts, mists, fumes or smoke are likely to produce conditions potentially hazardous to health, the following shall apply.

3.2. Persons engaged in the operation shall be advised of hazards they may encounter.

3.3. Lines which may convey toxic substances to the confined space shall be disconnected and "blinded off" or other positive means shall be used to prevent such substances from entering the confined space while occupied by workers.

3.4. Before entering the confined space it shall be emptied, flushed and purged of toxic substances. Workers entering such space shall be adequately protected by one of the following means,

- (a) Approved oxygen or supplied air respiratory equipment.
- (b) If respirators other than described in 3.4(a) are used, they be approved and sufficient make-up air shall be continuously supplied to mitigate any potential hazard due to oxygen deficiency or excess contamination as stated on the canister. Appropriate tests shall be made prior to entering and while working in confined spaces.
- (c) In addition to (a) and (b) above, workers shall be provided with such protection as may be necessary to prevent a health hazard from contact or by skin absorption.

3.5. Persons entering tanks, vessels or confined spaces shall wear an approved safety belt with a life line attached, or another approved device shall be used. At least one person shall be able and ready to give assistance in case of emergency and shall stand by on the outside when any person is on the inside. When conditions require the wearing of respiratory equipment in a confined space, the person ready to give assistance shall have such approved respiratory equipment instantly available.

3.6. Wherever work is to be performed in a confined space, provisions shall be made to permit ready entry and exit of the worker and of the rescuing person.

3.7. All work periods in a confined space shall be only as long as the worker can reasonably endure such conditions without serious discomfort and without hazard to health.

Section 4. Illumination.

4.1. For purposes of this code, the recommended lighting standards should conform with those recommended and approved September, 1962 by the Illuminating Engineering Society

Section 5. Non-ionizing Radiation

5.1. Workmen shall not be exposed to hazardous levels of non-ionizing radiations.

Section 6. Protection Against Light Radiation

6.1. All employees who are engaged in gas or arc cutting and welding or similar operations employing fuel gas torches or electric arc equipment and other employees who are in the immediate vicinity of such operations and

exposed to radiant energy, heat energy or excessive brightness shall be shielded or be provided with and required to wear properly shaded goggles for eye protection or face masks or helmets equipped with properly shaded eye protection to protect the exposed portions of the face.

6.2. Where practicable, permanent or portable shields or curtains shall be provided that will surround the actual operations sufficiently to shield other employees in the area from the rays. Where such shields are employed, they shall be made of fire resistive materials or may be of heavy canvas construction treated with fire resistive solutions. Such curtains or enclosures shall be open at the bottom and only high enough to accomplish their purpose without unduly interfering with the general ventilation of the area.

6.3. Employees exposed to radiant energy from gas cutting, welding, flame heating and hardening and brazing operations shall be provided with and required to wear properly fitted and shaded goggles to protect the eyes, and such goggle protection devices which meet the minimum current requirements of the United States of American Standards Institute Safety Code Z2-1-1959 shall be deemed compliance with this rule.

6.4. Employees directly engaged in arc cutting and welding shall be provided with and required to use a shield or helmet that protects the face; such shield or helmet shall be provided with one or two windows and fitted with the proper shaded glass for eye protection. Such shields and helmets which meet the minimum current requirements of the United States of America Standards Institute Safety Code Z2-1-1959 shall be deemed compliance by the employer with this rule. Helpers or other employees in the immediate vicinity of such operations, but not necessarily exposed to skin injuries due to radiation, shall be provided with and required to wear properly shaded goggles to protect the eyes against radiation; such goggles which meet the minimum requirements of the United States of America Standards Institute Safety Code Z2-1-1959 shall be deemed compliance by the employer with this rule.

PART III. STORAGE OF TOXIC SUBSTANCES

Section 7. Storage Area

7.1. Toxic substances kept in open containers shall be stored in a special storage area separated from the rest of the plant and under conditions not potentially hazardous to health. Such area shall be accessible only to especially authorized personnel.

7.2. The floor shall be kept in good repair and designed to permit removal or disposal of spillage without creating a hazard to health.

7.3. The storage area for toxic substances in opened containers shall be well ventilated. Such areas shall have ventilating openings to the outside air equivalent to at least 5% of the floor area and such additional ventilation as necessary to prevent the accumulation of toxic substances significantly above their threshold limit values.

7.4. Mechanical exhaust ventilation shall be provided as may be necessary to accomplish the requirements of Section 7.3.

Section 8. Emergency Precautions

8.1. In storage areas where a spill, rupture or break of containers may create a hazard to health, adequate approved personal protective equipment shall be kept conveniently available.

8.2. Standard operating procedures for mitigating situations described in Section 8.1. shall be posted at the entrance to the storage area.

Section 9. Empty Containers

9.1. Empty containers which have held toxic substances shall be properly drained, have all openings tightly closed and shall remain in controlled storage (as in Section 7.1.) until returned to the supplier, safely disposed, reused as authorized under Section 12.3 or all residue of such toxic chemicals is removed therefrom.

PART IV. HANDLING OF TOXIC SUBSTANCES

Section 10. General

10.1. Toxic substances shall be handled in such a manner as to eliminate or minimize the discharge into a working environment of dusts, fumes, mists, gases, vapors, or smoke.

10.2. When toxic substances are handled manually, the handlers shall wear adequate personal protective clothing and equipment as specified in Part V.

10.3. Persons who handle toxic substances shall be instructed as to the hazardous nature and proper handling procedures for such substances.

Section 11. Transfer

11.1. Insofar as practical, the transfer of toxic or corrosive materials shall be accomplished in self-contained, enclosed systems.

11.2. Transfer of toxic substances from one container to another by mouth pipettes, mouth siphon or mouth suction shall be prohibited.

Section 12. Containers

12.1 All toxic substance containers shall be equipped with tight closures, shall be designed and constructed to be resistant to shock incident to normal handling, and shall be of materials that will not react dangerously with or be significantly deteriorated by the substance packed therein.

12.2. All containers of toxic substances shall be properly labeled as specified in Part VI.

12.3. A container which has been used for toxic substance shall not be used for any other substances unless the requirements of Part III, Section 9, of these rules and regulations are satisfied.

Section 13. Carboys

13.1. Carboys shall be emptied only by the following methods:

- (a) By suction from a vacuum pump or aspirator.
- (b) By starting a siphon with a rubber or plastic bulb ejector.
- (c) By using a carboy incinerator which hold the carboy firmly by the top and sides and automatically returns to the neutral position when released.

13.2. When carboys must be moved from one location to another within the plant, a long-handled carboy truck shall be used. It shall pick up the boxed carboys under the handle cleat or by the bottom cleat provided on all standard 12- or 13-gallon boxed carboys.

Section 14. Piping

14.1. All piping containing toxic substances shall be adequately labeled as to its contents.

Section 15. Personal Hygiene

15.1. There shall be no smoking, eating, drinking or storage of food in areas where toxic substances are stored, handled or used.

15.2. Adequate convenient facilities for personal cleanliness shall be provided where toxic substances are handled.

Section 16. Emergency Procedures

16.1. Standard operating procedures for dealing with an accidental spill or splash of a toxic substance shall be posted in working areas. Personnel shall be instructed regarding the provisions thereof

16.2. Adequate emergency equipment and protective clothing shall be readily available.

16.3. Adequate first-aid facilities shall be provided and kept in a clean and sanitary condition.

PART V. PERSONAL PROTECTIVE EQUIPMENT

Section 17. Respirators

17.1. Use.

17.2. Respirators shall not be used as a substitute for effective ventilation or process controls. They may be used only as follows:

- (a) As a necessary adjunct to other controls.
- (b) Where the operation is infrequent and of short duration.
- (c) Under emergency conditions only until effective ventilation or process controls are installed.

17.3. Workers shall be provided with a clear understanding of the reasons for and limitations of respirator usage and management shall see that they are used, as necessary.

17.4. Selection.

17.5. Only respirators which have been tested and approved by the United States Bureau for Mines or California Division of Industrial Safety may be used. They shall be used only for purposes and under conditions for which such approval has been granted.

17.6. The respirators shall be of a type and so used as to insure proper fit and a minimum of discomfort and resistance to breathing.

17.7. Maintenance.

17.8. Respirators used by one person shall be cleaned and sanitized with an effective germicidal agent prior to use by another person.

17.9. All respirators shall be so maintained and filters, cartridges and canisters shall be checked regularly and replaced as often as necessary to provide the intended protection without excessive resistance to passage of air.

17.10. Storage.

17.11. All respirators not regularly in use shall be cleaned, sanitized and checked to assure that they are in good condition prior to storage and then kept in a clean, dry place.

Section 18. Gloves, Aprons, Boots, and Eye Protection

18.1. Persons who work in areas where their clothing, skin or eyes may be sprayed or splashed with corrosives, irritants, allergens or skin absorbent materials shall wear impervious gloves, aprons, boots, or clothing and suitable goggles as are necessary for protection against the particular hazard(s).

18.2. Such personal protection equipment shall be stored and maintained in a good and sanitary condition.

Section 19. Emergency Eye Fountains and Showers

19.1. Where toxic substances are stored, handled or used, emergency flood showers and eye wash fountains or other emergency water supply acceptable to the Health Officer shall be provided in the immediate area. However, if in the opinion of the Health Officer, toxic substances other than corrosives are used and the hazard to skin and clothing is a minimum then eye wash fountains only need be provided.

19.2. Shower and eye fountains shall be connected to a potable water supply line and shall be supplied with adequate pressure and quantity of water at all times.

PART VI. LABELING

Section 20. Containers

20.1. All containers of toxic substances shall be labeled in accordance with Article 85 of the California General Industry Safety Orders, California Administrative Code or with the general principles outlined in "Guide to Precautionary Labeling of Hazardous Chemicals," Manufacturing Chemists' Association, Inc., Sixth Edition, 1961, whichever is most restrictive.

PART VII. LOCAL EXHAUST VENTILATION

Section 21. Design

21.1. Local exhaust ventilator systems required to control air contaminants shall be designed, installed, maintained and operated to meet the minimum requirements in the tables in Part VIII, Appendix A, unless specified elsewhere in the Rules and Regulations or unless otherwise approved in writing by the Health Officer

21.2. Such systems shall be designed so contaminants are not brought to worker's breathing zones on their way to the exhaust hood.

21.3. Rooms or areas in which such systems are installed shall be provided with properly located air inlets to provide as much make-up as is exhausted.

21.4. Air from local exhaust ventilation systems shall not be recirculated if the contaminant is a toxic substance.

Section 22. Air Filters for Paint Spray Booths

22.1. Air filters shall be maintained in such a manner as to prevent excessive pressure drop.

22.2. Resistance of the air filters shall not exceed the point where blower cfm is reduced below the required quantity for proper operation of the equipment involved.

22.3. A gauge indicating air filter resistance in tenths of inch (0.1") of water column shall be part of all equipment requiring air filters. Gauge shall be located on the outside wall of the air filter compartment and easily accessible for reading.

PART VIII. SUPPLEMENT

APPENDIX A

TABLES

OPEN SURFACE TANKS—GENERAL DESIGN FACTORS

Table I. DETERMINATION OF GAS, VAPOR OR MIST HAZARD POTENTIAL*			
Maximum Acceptable Concentration			
Hazard Potential	Gas & Vapor	Mist	Flash Point
A	0-100 ppm	0-0.1 mg/M ³	under 100 F.
B	101-500 ppm	0.101-0.5 mg/M ³	100*200 F.

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C	Over 500 ppm	over 0.5 mg/M ³	over 200 F.		
* Note: "Hazard Potential" is based upon either maximum acceptable concentration or flash point, whichever produces the highest hazard potential.					
Table II. DETERMINATION OF RATE OF GAS VAPOR OR MIST EVOLUTION					
Rate	Temperature of liquid degrees F.	Degrees below boiling point degrees F.	Relative Evaporation (time for 100% evaporation)	Gassing	
1	over 200	0-20	Fast (0-3 hrs.)	High	
2	150-200	21-50	Medium (3-12 hrs.)	Medium	
3	94-149	51-100	Slow (12-50 hrs.)	Low	
4	under 94	over 100	Nil (over 50 hrs.)	Nil	
Table III. MINIMUM CAPTURE VELOCITY (FPM) FOR UNDISTURBED LOCATIONS					
	Enclosing Hood		Canopy Hoods		
Class I (See Tables I & II)	One open side	Two open sides	Lateral Exhaust	Three open sides	Four open sides
A-1,A-2,B-1	75	100	100	125	175
A-3,B-2,C-1	65	90	75	100	150
B-3, C-2	50	75	50	75	125
A4, B-4, C-4	Adequate general room ventilation sufficient				

Use of Tables I, II and III.

- Classify open surface tank operations by (a) hazard potential (letter designation A to C from Table 1 and (b) rate of gas, vapor or mist evolution (number designation 1 to 4 from Table II).
- (a) Determine class of open surface tank operations by (1) the substance(s), which may be released into the atmosphere and (2) the nature of such substance(s). When more than one substance is involved, base the class of operation on the substance having the highest hazard potential.
(b) Determine rate of gas, vapor or mist evolution (1 to 4 from Table II.)

Reference for "Rate of Gassing" is Table 5-5-2, Appendix Industrial Ventilation, American Conference of Governmental Hygienists, Ninth Edition, 1966.

- Design of local exhaust ventilation systems should conform to the most hazardous condition that might occur, i.e., an operation shall be classified according to the highest hazard potential (Table I) and highest rate of evolution (Table II) that might occur—use strictest criteria in each table for determining classification.

Table IV. MINIMUM CAPTURE VELOCITY FOR DUST CONTROL	
Condition of dispersion of contaminant	
Minimum capture velocity (FPM)	
Released with practically no velocity into quiet air	50
Released at low velocity into moderately still air	100
Active generation into zone of rapid air motion	200
Released at high initial velocity into zone of rapid air motion	300
Table V. MINIMUM CONVEYING VELOCITY	
Material Conveyed	Minimum conveying velocity in ducts (FPM)
Vapor, gases, fumes, very fine dusts	1500
Average industrial dusts	3500
Coarse particles, heavy loads, moist	4500

APPENDIX B REFERENCE LIST

1. INDUSTRIAL VENTILATION—A MANUAL OF RECOMMENDED PRACTICE, published by the American Conference of Governmental Industrial Hygienists, Ninth edition, 1966.
2. METAL FINISHING GUIDEBOOK, published by Finishing Publications, Inc., 1960.
3. GUIDE TO PRECAUTIONARY LABELING OF HAZARDOUS CHEMICALS, Manufacturing Chemists' Association, Inc., Sixth edition, 1961.
4. "Proposed Revision to the 1955 American Standard Minimum Requirements for Sanitation in Places of Employment"—For California, Metropolitan Directors of Environmental Sanitation, March 1959.
5. GENERAL INDUSTRIAL SAFETY ORDER'S, State of California, Department of Industrial Relations.
6. EXHAUST HOODS, J. M. Dalla Valle, Industrial Press, New York, New York, 1952.
7. ACCIDENT PREVENTION MANUAL FOR INDUSTRIAL OPERATIONS, National Safety Council, 4th edition, Chicago, Illinois, 1959.
8. Federal Hazardous Substances Labeling Act.
9. California Hazardous Substances Labeling Act (excerpt from the California Health and Safety Coded.
10. Manuals of Standard and Recommended Practice Nos. C-1, C-2, D-31 and D-40, Manufacturing Chemists' Association, Inc.
11. Threshold Limit Values for 1967 (adopted at the 29th Annual Meeting of the American Conference of Governmental Industrial Hygienists).
12. Recommended Lighting Standards, Illuminating Engineering Society, September 1962.
13. United States of America Standards Institute Safety Code Z2-1-1959.

PART IX. SUPPLEMENT APPENDIX C MAXIMUM ACCEPTABLE CONCENTRATIONS

Acetaldehyde	200	360
Acetic acid	10	25
Acetic anhydride	5	20
Acetone	1,000	2,400
Acetonitrile	40	70
Acetylene dichloride, see 1, 2-Dichloroethylene	—	—
Acetylenetetrobromide	1	14
2-Tetrachloroethane	—	—
Acetylene tetrochloride, see 1, 1, 2, Acrolein	0.1	0.25
Acrylamide-Skin	—	0.3
Acrylonitrile-Skin	20	45
Aldrin-Skin	—	0.25
Allyl alcohol-Skin	2	5
Allyl chloride	1	3
Allyl glycidyl ether (AGE)	10	45
Allylpropyldisulfide	2	12
Aminodimethylbenzene, see Xylidine	—	—

2-Aminoethanol, see Ethanolamine	—	—
2-Aminonaphthalene, see B-Naphthylamine	—	—
2-Aminopyridine	0.5	2
Ammonia	50	35
Ammonium sulfamate (Ammate)	—	15
n-Amylacetate	100	525
sec-Amylacetate	125	650
Aniline-Skin	5	19
Anisidine (o, p-isomers)Skin	—	0.5
Antimony and compounds (as Sb)	—	0.5
ANTU (Alpha naphthyl thiourea	—	0.3
Arsenic and compounds (as As)	—	0.5
Arsine	0.05	0.2
Azinphos-methyl-Skin	—	0.2
Barium (soluble compounds)	—	0.5
Benzene-Skin	25	80
Benzidine-Skin	—	A ¹
p-Benzoquinone, see Quinone	—	—
Benzol, see Benzene	—	—
Benzoyl peroxide	—	5
Benzyl chloride	1	5
Beryllium	—	0.002
Boronoxide	—	15
Boron trifluoride	1	3
Bromine	0.1	0.7
Bromoform-Skin	0.5	5
Butadiene (1, 3-butadiene)	1,000	2,200
Butanethiol, see Butyl mercaptan	—	—
Butanol, see Butyl alcohol	—	—
2-Butanone	200	590
2-Butoxy ethanol-Skin	50	240
Butylacetate (n-butyl acetate)	150	710
n-Butyl acetate	150	710
sec-Butyl acetate	200	950
tert-Butyl acetate	200	950
Butyl alcohol	100	300
tert-Butyl alcohol	100	300
Butylamine—Skin	5	15
Butyl cellosolve, see 2-Butoxy ethanol	—	—
tert-Butyl chromate (as CrO ₃)-Skin	—	0.1
n-Butyl glycidyl ether (BGE)	50	270
Butyl mercaptan	10	35
p-tert Butyltoluene	10	60
Cadmium (Metal dust and soluble salts)	—	0.1

Cadmium oxide fume	---	0.1
Calcium arsenate	---	1
Calcium oxide	---	5
Camphor	---	2
Cabaryl (Sevin) (R)	---	5
Carbolic acid, see Phenol	---	---
Carbon black	---	3.5
Carbon dioxide	5,000	9,000
Carbon disulfide-Skin	20	60
Carbon monoxide	50	55
Carbontetrachloride-Skin	10	65
Cellosolve, see 2-Ethoxyethanol	---	---
Chlordane—Skin	---	0.5
Chlorinated camphine-Skin	---	0.5
Chlorinated diphenyl ether, see Chlorinated diphenyl oxide	---	---
Chlorinated diphenyl oxide	---	0.5
Chlorine	1	3
Chlorine dioxide	0.1	0.3
Chlorine trifluoride	0.1	0.4
Chloroacetaldehyde	1	3
Chlorobenzene (monochlorobenzene)	75	350
o-Chlorobenzylidene malononitrile (OCBM)	0.05	0.4
Chlorobromonethane	200	1,050
2-Chloro-1, 3-butadiene, see Chloroprene	---	---
Chlorodiphenyl (42% chlorine)- Skin	---	1
Chlorodiphenyl (54% chlorine)- Skin	---	0.5
1-Chloro-2, 3-epoxypropane, see Epichlorohydrin	---	---
2-Chloroethanol, see Ethylene chlorohydrin	---	---
Chloroform (trichloromethane)	50	240
1-Chloro-1-nitropropane	20	100
CMropicrin	0.1	0.7
Chloroprene-Skin	25	90
Chloropropylene oxide, see Epichlorohydrin	---	---
Chromic acid and chromates (as CrO ₃)	---	0.1
Coal tar pitch volatiles (benzene soluble fraction) (anthracene, BaP, phenanthrene, acridine, chrysene, pyrene)	---	0.2
Cobalt	---	0.5
Copper fume	---	0.1

dusts and mists	—	1.0
Cotton dust (raw)	—	1
Crag (R) herbicide	—	15
Cresol (all isomers)-Skin	5	22
Crotonaldehyde	2	6
Cumene-Skin	50	245
Cyanide (as CN)-Skin	—	5
Cyclohexane	300	1,050
Cyclohexanol	50	200
Cyclohexanone	50	200
Cyclohexene	300	1,015
Cyclopentadiene	75	200
2, 4-D	—	10
DDH, see 1, 3-Dichloro-5, 5-dimethyl hydrantoin	—	—
DDT-Skin	—	1
DDVP-Skin	—	1
Decaborane-Skin	0.05	0.03
Demeton (R)-Skin	—	0.1
Diacetone alcohol (4-hydroxy-4-methyl-2-pentanone	50	240
1, 2-Diaminoethane, see Ethylenediamine	—	—
Diazomethane	0.2	0.4
Dibenzoyl peroxide, see Benzoyl peroxide	—	—
Diborane	0.1	0.1
1, 2-Dibromoethane (ethylene dibromide)-Skin	25	190
o-Dichlorobenzene	50	300
p-Dichlorobenzene	75	450
Dichloromonofluoromethane	1,000	4,200
1, 3-Dichloro-5, 5-dimethyl hydrantoin	—	0.2
1, 1-Dichloroethane	100	400
1, 2-Dichloroethane	50	200
1, 2-Dichloroethylene	200	790
Dichloroethylether-Skin	15	90
Dichloromethane, see Methylenechloride	—	—
Dichloromonofluoromethane	1,000	4,200
1, 1-Dichloro-1-nitroethane	10	60
2, 4-Dichlorophenoxyacetic acid, 2, 4-D	—	—
1, 2-Dichloropropane, see Propylenedichloride	—	—
Dichlorotetrafluoroethane	1,000	7,000
Dieldrin-Skin	—	0.25
Diethylamine	25	75
Dlethylamino ethanol-Skin	10	50

Diethylether, see Ethyl ether	---	---
Di-2-ethylhexylphthalate, see Di-sec, octyl phthalate	---	---
Difluorodibromoethane	100	860
Diglycidyl ether (DGE)	0.5	2.8
Dihydroxybenzene, see Hydroquinone	---	---
Diisobutyl ketone	50	290
Dimethoxymethane, see Methylal	---	---
Dimethylacelimide-Skin	10	35
Dimethylamine	10	18
Dimethylaminobenzene, see Xylidene	---	---
Dimethylaniline (N-dimethylaniline)-Skin	5	25
Dimethylbenzene, see Xylene	---	---
Dimethyl, 1, 2-dibromo-2, 2-dichloroethyl phosphate (Dibrom)(R)	---	3
Dimethyl dichlorovinyl phosphate, see DDVP	---	---
Dimethylformamide-Skin	10	30
2, 6-Dimethylheptanone, see Diisobutyl ketone	---	---
1, 1-Dimethylhydrazine-Skin	0.5	1
Dimethyl ketone, see Acetone	---	---
Dimethylsulfate-Skin	1	5
Dinitrobenzene (all isomers)-Skin	---	1
Dinitro-o-cresol-Skin	---	0.2
Dinitrotoluene-Skin	---	1.5
Dioxane (Diethylene dioxide)-Skin	100	360
Diphenyl chloride, see Chlorodiphenyl	---	---
Diphenylmethane diisocyanate, see Methylene bisphenyl isocyanate (MDI)	---	---
Dipropylene glycol methyl ether-Skin	100	600
Di-sec, octyl phthalate	---	5
DMF, see Dimethylformamide	---	---
DMH, see 1, 1-Dimethylhydrazine	---	---
DOP, see Di-sec octyl phthalate	---	---
Endrin-Skin	---	0.1
Epichlorohydrin-Skin	5	19
EPN-Skin	---	0.5
1, 2-Epoxypropane, see Propyleneoxide	---	---

2, 3-Epoxy 1-propanol, see Glycidol	---	---
Ethanethiol, see Ethyl mercaptan	---	---
Ethanol, see ethyl alcohol	---	---
Ethanolamine	3	6
2-Ethoxyethanol-Skin	200	740
2-Ethoxyethylacetate (Cellosolve acetate)-Skin	100	540
Ethyl acetate	400	1,400
Ethyl acrylate-Skin	25	100
Ethyl alcohol	1,000	1,900
Ethylamine	10	18
Ethylsec-amyl ketone (5-methyl-3-Heptanone)	25	130
Ethyl benzene	100	435
Ethyl bromide	200	890
Ethyl butyl ketone (e-Heptanone)	50	230
Ethyl chloride	1,000	2,600
Ethyl ether	400	1,200
Ethyl formate	100	300
Ethyl mercaptan	10	25
Ethyl silicate	100	850
Ethylene chlorohydrin-Skin	5	16
Ethylenediamine	10	25
Ethylene dibromide, see 1, 2-Dibromoethane	---	---
Ethylene dichloride, see 1, 2-Dichloroethane	---	---
Ethylene glycol dinitrate-Skin	0.2	1.2
Ethylene glycol monoethyl ether, see 2-Ethoxy ethanol	---	---
Ethylene glycol monomethyl ether, see Methyl cellosolve	---	---
Ethylene glycol monomethyl ether acetate, see Methyl cellosolve acetate	---	---
Ethylene imine-Skin	0.5	1
Ethylene oxide	50	90
Ethylidene chloride, see 1, 1-Dichloroethane	---	---
Ethyl methyl ketone, see 2-Butanone	---	---
N-Ethylmorpholine-Skin	20	94
Ferbam	---	15
Ferrovandium dust	---	1
Fluoride (as F)	---	2.5
Fluorine	0.1	0.2
Fluorotrichloromethane	1,000	5,600
Formaldehyde	5	6
Formic acid	5	9

Freon, see 1, 1, 1, 2-Tetrachloro-2, 2-difluoroethane	---	---
1, 1, 2, 2-Tetrachloro-1, 2-difluoroethane	---	---
Freon 12, see Dichloromonofluoromethane	---	---
Freon 114, see Dichlorotetrafluoroethane	---	---
Furfural-Skin	5	20
Furfuryl alcohol	50	200
Gasoline	---	A ⁶
Glycidol (2, 3-Epoxy-1-propanol)	50	150
Glycol monobutyl ether, see 2-Butoxy ethanol	---	---
Glycol monoethyl ether, see 2-Ethoxy-ethanol	---	---
Guthion, see Azinphos-methyl	---	---
Hafnium	---	0.5
Heptachlor-Skin	---	0.5
Heptane (n-heptane)	500	2,000
Hexachlorocyclohexane, see Lindane	---	---
Hexachloroethane-Skin	1	10
Hexane (n-hexane)	500	1,800
2-Hexanone	100	410
Hexone	100	410
sec-Hexyl acetate	50	300
Hydrazine-Skin	1	1.3
Hydrobromic acid, see Hydrogen bromide	---	---
Hydrochloric acid, see Hydrogen chloride	---	---
Hydrocyanic acid, see Hydrogen cyanide	---	---
Hydrofluoric acid, see Hydrogen fluoride	---	---
Hydrogen bromide	3	10
Hydrogen chloride	5	7
Hydrogen cyanide-Skin	10	11
Hydrogen fluoride	3	2
Hydrogen peroxide, 90%	1	1.4
Hydrogen selenide	0.05	0.2
Hydrogensulfide	10	15
Hydroquinone	---	2
Iodine	0.1	1
Iron oxide fume	---	10
Isoamyl alcohol	100	360
Isoamylacetate	100	525
Isobutylacetate	150	700
Isophorone	25	140

Isopropyl acetate	250	950
Isopropylalcohol	400	980
Isopropylamine	5	12
Isopropylether	500	2,100
Isopropyl glycidyl ether (IGE)	50	240
Ketene	—	0.9
Lead	—	0.2
Lead arsenate	—	0.15
Lime, see Calcium oxide	—	—
Lindane-Skin	—	0.5
Lithium hydride	—	0.025
L.P.G. (Liquified petroleum gas)	1,000	1,800
Magnesium oxide fume	—	15
Malathion-Skin	—	15
Manganese	—	5
Mercury-Skin	—	0.1
Mercury (organic compounds)-Skin	—	0.01
Mesityl oxide	25	100
Methanethiol, see Methyl mercaptan	—	—
Methoxychlor	—	15
2-Methoxyethanol, see Methyl cellosolve	—	—
Methyl acetate	200	610
Methylacetylene(propyne)	1,000	1,650
Methyl acetylene-propadiene mixture (MAPP)	1,000	1,800
Methyl acrylate-Skin	10	35
Methylal (dimethoxymethane)	1,000	3,100
Methyl alcohol (Methanol)	200	260
Methylamine	10	12
Methyl amyl alcohol, see Methyl isobutyl carbinol	—	—
Methyl (n-amyl) ketone (2-Heptanone)	100	465
Methyl bromide-Skin	20	80
Methyl butyl ketone, see 2-Hexanone	—	—
Methyl cellosolve-Skin	25	80
Methyl cellosolve acetate-Skin	25	120
Methyl chloride	100	210
Methyl chloroform	350	1,900
Methyl cyanide, see Acetonitrile	—	—
Methylcyclohexane	500	2,000
Methylcyclohexanol	100	470
o-Methylcyclohexanone-Skin	100	460
Methyl ethyl ketone (MEK), see 2-Butanone	—	—
Methyl formate	100	250

Methyl iodide-Skin	5	28
Methyl isobutyl carbinol-Skin	25	100
Methyl isobutyl ketone, see Hexone	—	—
Methyl isocyanate-Skin	0.02	0.05
Methyl mercaptan	10	20
Methylmethacrylate	100	410
Methyl propyl ketone, see 2-Pentanone	—	—
o-Methylstyrene	100	480
Methylsulfate, see Dimethylsulfate	—	—
Methylene bisphenyl isocyanate (MDI)	0.02	0.2
Methylene chloride (Dichloromethane)	500	1,740
Molybdenum (soluble compounds)	—	5
(insoluble compounds)	—	15
Monomethyl aniline-Skin	2	9
Monomethyl hydrazine-Skin	0.2	0.35
Morpholine-Skin	20	70
Muriatic acid, see Hydrogen chloride	—	—
Naphtha (coal tar)	200	800
Naphthalene	10	50
B-Naphthylamine	—	A ²
1-naphthyl N Methylcarbamate, see Carbaryl	—	—
NickelCarbonyl	0.001	0.007
Nickel, metal and soluble compounds	—	1
Nicotine-Skin	—	0.5
Nitric acid	2	5
Nitriles, see Cyanide	—	—
p-Nitroaniline-Skin	1	6
Nitrobenzene-Skin	1	5
p-Nitrochloro-benzene-Skin	—	1
Nitroethane	100	310
Nitrogen dioxide	5	9
Nitrogen tetraoxide, see Nitrogen dioxide	—	—
Nitrogen trifluoride	10	29
Nitroglycerin-Skin	0.2	2
Nitromethane	100	250
1-Nitropropane	25	90
2-Nitropropane	25	90
N-Nitrosodimethyl-amine (Dimethyl nitrosoamine)-Skin	—	A ³
Nitrotoluene-Skin	5	30

Nitrotrichloromethane, see Chloropicrin	—	—
Octane	500	2,350
Oil mist (mineral)	—	5
ortho-aminotoluene, see o-Toluidine	—	—
Osmium tetroxide	—	0.002
Oxalic acid	—	1
Oxygen difluoride	0.05	0.1
Ozone	0.1	0.2
Parathion-Skin	—	0.1
PCP, see Pentachlorophenol	—	—
Pentaborane	0.0005	0.01
Pentachloronaphthelene-Skin	—	0.5
Pentachlorophenol-Skin	—	0.5
Pentane	1,000	2,950
2-Pentanone	200	700
Perchloroethylene	100	670
Perchloromethyl mercaptan	0.1	0.8
Perchloryl fluoride	3	13.5
Petroleum distillates (naphtha)	500	2,000
Phenol-Skin	5	19
p-Phenylene diamine-Skin	—	0.1
Phenyl ether (vapor)	1	7
Phenyl ether-Biphenyl mixture (vapor)	1	7
Phenylethylene, see Styrene	—	—
Phenylglycidylether(PGE)	50	310
Phenylhydrazine-Skin	5	22
Phosdrin (Mevinphos) (R)-Skin	—	0.1
Phosgene (carbonyl chloride)	0.1	0.4
Phosphine	0.3	0.4
Phosphorus pentasulfide	—	1
Phosphorus trichloride	0.5	3
Phthalic anhydride	2	12
Picric acid-Skin	—	0.1
Pival (2-Pivalyl-1, 3-indandione)	—	0.1
Platinum (Soluble salts)	—	0.002
Polytetrafluoroethylene decomposition products	—	A ⁴
Propane	1,000	1,800
Propane oxide, see Propylene oxide	—	—
B Propiolactone	—	A ⁵
n-Propyl acetate	200	840
n-Propyl nitrate	25	110
Propylene dichloride	75	350
Propylene imine-Skin	2	5
Propylene oxide	100	240
Propyne, see Methylacetylene	—	—

Pyrethrum	—	5
Pyridine	5	15
Quieklime, see Calcium oxide	—	—
Quinone	0.1	0.4
Rhodium, Metal fume and dusts	—	0.1
Soluble salts	—	0.001
Rotenone (commercial)	—	5
Selenium compounds(asSe)	—	0.2
Selenium hexafluoride	0.05	0.4
Sevin (R), see Carbaryl	—	—
Silver, metal and soluble compounds	—	0.01
Sodium fluoroacetate (1080)-Skin	—	0.05
Sodium hydroxide	—	2
Stibine	0.1	0.5
Stoddard solvent	500	2,900
Strychnine	—	0.15
Styrene monomer (phenylethylene)	100	420
Sulfur dioxide	5	13
Sulfur hexafluoride	1,000	6,000
Sulfuric acid	—	1
Sulfur monochloride	1	6
Sulfur pentafluoride	0.025	0.25
Sulfuryl fluoride	5	20
Systox, see Demeton	—	—
2, 4, 5T	—	10
Tantalum	—	5
TCP, see Triorthocresyl phosphate	—	—
TDI, see Toluene-2, 4-diisocyanate	—	—
TEDP-Skin	—	0.2
Teflon (R) decomposition products	—	A ⁴
TEL, see Tetraethyl lead (as Pb)	—	—
Tellurium	—	0.1
Tellurium hexafluoride	0.2	0.2
TEPPSkin	—	0.05
1, 1, 2, 2-Tetrabromoethane, see Acetylene tetrabromide	—	—
1, 1, 1, 2-Tetrachloro-2-difluoroethane	500	4,170
1, 1, 2, 2-Tetrachloro-1, 2-difluoroethane	500	4,170
1, 1, 2, 2-Tetrachloroethane-Skin	5	35
Tetrachloroethylene, see Perchloroethylene	—	—

Tetrachloromethane, see Carbon tetrachloride	---	---
Tetraethyl lead (as Pb)-Skin	---	0.075
Tetraethyl pyrophosphate, see TEPP	---	---
Tetrahydrofuran	200	590
Tetramethyl lead (TML)(as lead)-Skin	---	0.075
Tetramethyl succinonitrile-	0.5	3
Tetramethyl thiuram disulfide, see Thiram	---	---
Tetranitromethane	1	8
Tetryl (2, 4, 6trinitrophenylmethyl nitramine) Skin	---	1.5
Thallium (Soluble compounds)-Skin	---	0.1
THF, see Tetrahydrofuran	---	---
Thiram	---	5
Tin (inorganic compounds, except oxide)	---	2
Tin (organic compounds)	---	0.1
Titanium dioxide	---	15
TMTD, see Thiram	---	---
TNT, see Trinitrotoluene	---	---
Toluene(toluol)	200	750
Toluene-2, 4-diisocyanate	0.02	0.14
o-Toluidine-Skin	5	22
Toxaphene, see Chlorinated camphene	---	---
TPP, see Triphenyl phosphate	---	---
1, 1, 1-trichloro-2, 2-di(p-chlorophenyl) ethane, see DDT	---	---
1, 1, 1-Trichloroethane, see Methyl chloroform	---	---
1, 1, 2-Trichloroethane-Skin	10	45
Trichloroethylene	100	535
Trichloromethane, see Chloroform	---	---
Trichloromethylsulfenyl chloride, see Perchloromethyl mercaptan	---	---
Trichloronaphthalene-Skin	---	5
Trichloronitro-methane, see Chloropicrin	---	---
2, 4, 5-Trichlorophenoxyacetic acid, see 2, 4, ST	---	---
1, 2, 3-Trichloropropane	50	300
1, 1, 2-Trichloro-1, 2, 2 trifluoroethane	1,000	7,600
Triethylamine	25	100

Trifluoromonobromomethane	1,000	6,100
2, 4, 6-Trinitrophenol, see Picric acid	---	---
2, 4, 6-Trinitrophenylmethylnitramine, see Tetryl	---	---
Trinitrotoluene-Skin	---	1.5
Triorthocresyl phosphate	---	0.1
Triphenyl phosphate	---	3
Turpentine	100	560
Uranium (Soluble compounds)	---	0.05
(Insoluble compounds)	---	0.25
Vanadic acid anhydride		
see Vanadium (V205 dust)	---	---
see Vanadium (V205 fume)	---	---
Vanadium (V205 dust)	---	0.5
(V205 fume)	---	0.1
VC, see Vinyl chloride	---	---
Vinyl benzene, see Styrene	---	---
Vinyl chloride	500	1,300
Vinylcyanide, see Acrylonitrile	---	---
Vinyl toluene	100	480
Warfarin	---	0.1
Wood alcohol, see Methyl alcohol	---	---
Xylene (xMl)	100	435
Xylidine-Skin	5	25
Yttrium	---	1
Zinc oxide fume	---	5
Zirconium compounds (as Zr)	---	5

RESPIRABLE DUSTS EVALUATED BY COUNT

Substance	MPPCF
SILICA	
Crystalline	
Quartz, Maximum Acceptable Concentration calculated from the formula	250 / (%SiO ₂ + 5)
Cristobalite	" " " "
Amorphous, including natural diatomaceous earth	20

Tremolite	5
SILICATES (less than 1% crystalline silica),	
Asbestos	5
Mica	20
Soapstone	20
Talc	20
Portland Cement	50
GRAPHITE (natural)	15

"Inert" or Nuisance Particulates 50 (or 15 mg/m³ whichever is the smaller), see Note B

Conversion factors

mppcf X 35.3 = million particles per cubic meter = particles per c.c.

NOTE A

A¹

Benzidine. Because of high incidence of bladder tumors in man, any exposure, including skin, is extremely hazardous.

A²

B-Naphthylamine. Because of the extremely high incidence of bladder tumors in workers handling this compound and the inability to control exposures, B-naphthylamine has been prohibited by the State of Pennsylvania from manufacture, use and other activities that involve human contact.

A³

N-Nitrosodimethylamine. Because of extremely high toxicity and presumed carcinogenic

A⁴

potential of this compound, contact by any route should not be permitted.

Polytetrafluoroethylene* decomposition products. Thermal decomposition of the fluorocarbon chain in air leads to the formation of oxidized products containing carbon, fluorine and oxygen. Because these products decompose in part by hydrolysis in alkaline solution, they can be quantitatively determined in air as fluoride to provide an index of exposure. No MAC is recommended pending determination of the toxicity of the products, but air concentrations should be minimal.

*Trade Names:

Algoflon, Fluon, Halon, Teflon, Tetran.

A⁵

B-Propiolactone.

Because of high acute toxicity and demonstrated skin tumor production in animals, contact by any route should be avoided.

A⁶

Gasoline. The composition of gasoline varies greatly and thus a single MAC for all types of gasoline is no longer applicable. In general, the aromatic hydrocarbon content will determine what

MAC applies.
Consequently the
content of benzene,
other aromatics and
additives should be
determined to arrive at
the appropriate MAC.

NOTE B

Some "Inert" or Nuisance Particulates*

Alumina (Al_2O_3)

Calcium Carbonate

Cellulose

Portland Cement

Corundum (Al_2O_3)

Emery

Glycerine Mist

Graphite (synthetic)

Gypsum

Limestone

Magnesite

Marble

Plaster of Paris

Rouge

Silicon Carbide

Starch

Sucrose

Tin oxide

Titanium Dioxide

Vegetable oil mists (except castor, cashew nut, or similar irritant oils)

*When toxic impurities are not present



AGENDA STAFF REPORT

City of West Covina | Office of the City Manager

DATE: April 6, 2021

TO: Mayor and City Council

FROM: David Carmany
City Manager

**SUBJECT: REQUEST FOR CONSIDERATION FROM MAYOR LOPEZ-VIADO REQUESTING
BACKGROUND CHECKS**

RECOMMENDATION:

It is recommended that the City Council provide direction to staff.

DISCUSSION:

Per the City Council Standing Rules, Mayor Lopez-Viado is seeking the City Council's consensus to instruct staff to conduct background checks for City Officials.

Prepared by: Paulina Morales, Acting Assistant City Manager

CITY COUNCIL GOALS & OBJECTIVES: Enhance the City Image and Effectiveness
Protect Public Safety