



# CITY COUNCIL STAFF REPORT



**April 12, 2022**

## **ITEM TITLE**

Tenant Protections: Update on Residential Housing Provider and Tenant Discussions and Direct the City Manager or Designee to Enter into an Agreement with CSA San Diego County to Provide Fair Housing and Landlord/Tenant Ombudsman Services

**Report Number:** 22-0037

**Location:** No specific geographic location

**Department:** Development Services

**Environmental Notice:** The activity is not a “Project” as defined under Section 15378 of the California Environmental Quality Act (“CEQA”) State Guidelines and Title 24 of the Federal Code of Regulations; therefore, pursuant to State Guidelines Section 15060(c)(3) and Federal Guidelines Part 58.34(a)(2) & (3) no environmental review is required. Notwithstanding the foregoing, the activity qualifies for an Exemption pursuant to Section 15061(b)(3) of CEQA and Part 58.34 (a)(2) & (3) of the National Environmental Policy Act (“NEPA”).

## **Recommended Action**

Adopt a resolution approving an agreement with CSA San Diego County for fair housing and landlord/tenant related services, with a maximum contract period of two years for a not to exceed amount of \$80,000.

## **SUMMARY**

With the expiration of California’s COVID-19 related eviction moratorium in September 2021, several tenants’ rights groups began advocating for stronger tenant protections by local governments across the state. In response to reports of tenant harassment and some evictions within Chula Vista, the Alliance of Californians for Community Empowerment (“ACCE”) approached the City of Chula Vista requesting consideration of a local ordinance that would be more restrictive than existing State tenant protections, resulting in a City Council referral on September 14, 2021. Throughout the drafting process, staff has asked stakeholders for additional data to better guide the development of the Draft Tenant Protection Ordinance, particularly in addressing those areas that are leaving tenants vulnerable within the City of Chula Vista. Without more specific data, it is difficult to assess and balance the needs of all parties without potential substantial impacts to smaller landlords and/or City resources. As a result, staff does not have a Draft Tenant

Protection Ordinance ready for consideration as several key issues have not been worked out between the various stakeholders. At this time, after several months of stakeholder input and discussion, staff believe the next step forward would be to renew and expand upon existing work through CSA San Diego County (“CSA”) to enable additional data collection and outreach services related to fair housing and landlord/tenant ombudsman activities to track trends and tenant needs to inform future policy decisions.

## **ENVIRONMENTAL REVIEW**

The Director of Development Services has reviewed the proposed activity for compliance with CEQA and NEPA. The activity is not a “Project” as defined under Section 15378 of the State CEQA Guidelines because the proposal consists of a reporting action, is not for a site-specific project(s) and will not result in a direct or indirect physical change in the environmental. Therefore, pursuant to Section 15060(c)(3) of the State CEQA Guidelines the activity is not subject to CEQA. Under NEPA, the activity is exempt pursuant to Title 24, Part 58.34(a)(2)&(3) of the Code of Federal Regulations and pursuant to the U.S. Department of Housing & Urban Development Environmental Guidelines. Thus, no further environmental review is necessary at this time. Although environmental review is not necessary at this time, once a project(s) has been approved, environmental review will be required and a CEQA/NEPA determination completed prior to initiation of any related project activity.

## **BOARD/COMMISSION/COMMITTEE RECOMMENDATION**

On December 8, 2021, the Housing Advisory Commission (“HAC”) was provided with an introduction to the concept of adopting tenant protections for the City of Chula Vista. On January 31, 2022, the HAC held a second meeting and provided input into a draft “Residential Landlord and Tenant Ordinance” (the “Draft Ordinance”), resulting in direction for staff to continue working with stakeholders and return to the Commission.

## **DISCUSSION**

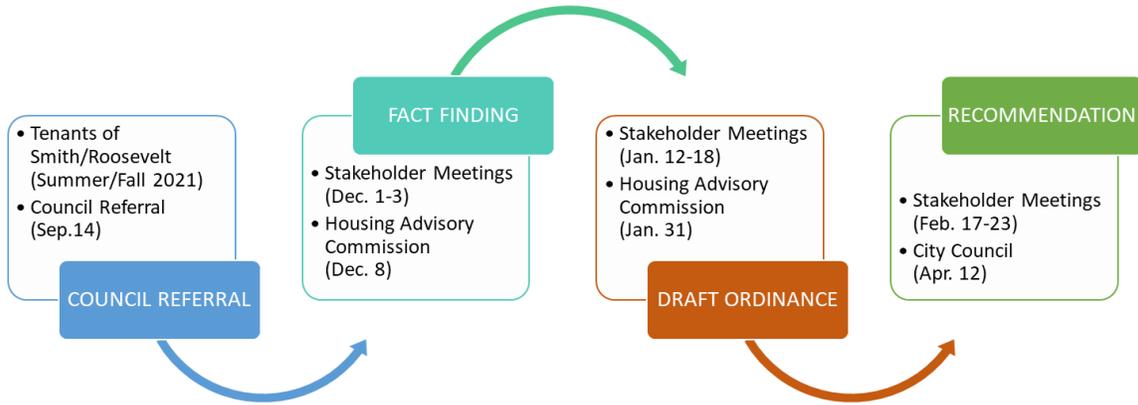
### **Council Referral Regarding Tenant Protection Provisions**

During the September 14, 2021 City Council meeting, after several months of public comments regarding the eviction of tenants at two properties within the City of Chula Vista and requests by ACCE, the City Council made a referral to staff to review and address the following key areas of tenant protection law:

- Substantial rehabilitation
- Removal from rental market
- Harassment/Retaliation
- City Remedies & Enforcement

Staff developed a process for addressing the referral as reflected in Exhibit 1 and began due diligence to prepare a Draft Ordinance.

**Exhibit 1  
Tenant Protection Referral Timeline**



**Fact Finding**

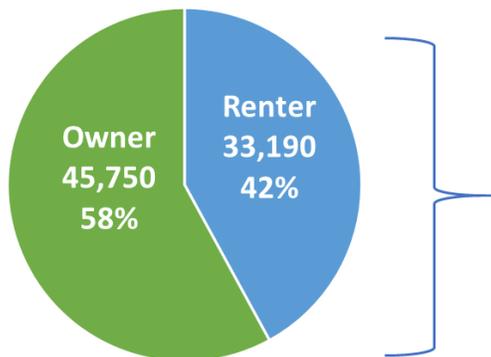
Rental Housing Stock in Chula Vista

In 2019, over 33,000 housing units were tenant occupied, equating to 42% of the city’s housing stock, as shown in Exhibit 2. Nearly half of these (48.5%) were provided in complexes with 10 or more units.

**Exhibit 2  
Rental Housing in Chula Vista**

**78,940 Housing Units (2019)**

**33,190 Rental Units (2019)**



Rental Housing Type	Total
Single family detached	6,483
Single family attached	5,832
2 to 10 apartments	4,338
10 or more apartments	16,108
Mobile home or other type of housing	429
<b>Total</b>	<b>33,190</b>

*Source: 2021-2029 Chula Vista Housing Element, U.S. Census Bureau American Community Survey (2019)*

According to the 2019 U.S. Census Bureau American Community Survey, 48% of the City of Chula Vista’s housing stock was over 40 years of age. In the past five years, according to City building records, less than 70 multi-family market rate properties have undergone substantial rehabilitation (major structural or electrical improvements) which may have required tenants to vacate while work was completed. While it is unknown whether any of these resulted in evictions to tenants, the City of Chula Vista recognizes that the aging housing stock will necessitate additional renovations and substantial rehabilitation in the near future, particularly in the western part of the city.

State Tenant Protections

Housing provider/landlord and tenant rights around termination of tenancy in the City of Chula Vista currently rely on existing California state laws provided below:

- **The Ellis Act (1985)** allows landlords to remove units from the rental market. Requires 120-day notices for residents or 365-days for elderly and disabled residents in rent control jurisdictions that adopt specified regulations. It also allows local jurisdictions to enact more measures to mitigate the impacts on withdrawal of rental units from the market.
- **Civil Code 1942.5 (1988)** prohibits retaliatory evictions.
- **Assembly Bill 1482 (“AB 1482”) California Tenant Protection Act (2019)** established Civil Code Section 1946.2 prohibiting evictions without legally defined reasons (“just cause”). It also established Civil Code Section 1947.12 which prohibits increasing rent more than the Consumer Price Index (“CPI”) plus five percent (up to a maximum of ten percent).

In California, over thirty (30) jurisdictions have adopted local ordinances providing tenant protections above and beyond state requirements, approximately nine (9) of which are in non-rent-controlled cities. These ordinances are primarily focused in three areas: 1) **Just Cause** ordinances defining more specific regulations for sanctioned evictions including displacement requirements, tenant relocation assistance, and a tenant’s first right of refusal for rental units reintroduced to the market in addition to those specified in Civil Code 1946.2; 2) Additional **Ellis Act** provisions requiring longer noticing periods and greater relocation assistance; and 3) **Anti-Harassment** ordinances that further define what can be considered inappropriate retaliation from landlords and specify behaviors that are considered tenant harassment. Local tenant protection ordinances vary widely across the state and can have major financial ramifications for both landlords and tenants. Example ordinances are summarized in a comparison matrix provided as Attachment No. 1.

In February 2022, staff surveyed seven of the jurisdictions that have or are in process of adopting additional protections and are most similar to the City of Chula Vista (size of the jurisdiction and does not have rent control), reference Attachment No. 2 for a full summary. The survey asked these jurisdictions: (1) resources devoted to implementation of the ordinance; (2) the impact to rental units being remodeled or demolished; and (3) impacts to the number of fair housing complaints. Most of these jurisdictions had passed their ordinance within the last year or two, with Glendale’s 2019 ordinance being the oldest. Because of the recent implementation of these ordinances, and their concurrence with AB-1482 and COVID-19 emergency orders, there is not enough available data to fully measure their impacts. Additionally, City of Long Beach recently had their ordinance approved in February 2022. Long Beach’s ordinance was passed after a lengthy stakeholder process with their City Council approving an ordinance that closely resembles state laws.

Locally, the City of San Diego has indicated that Council District 9 is currently drafting an ordinance; however, no outreach to stakeholders, citywide staff or the city attorney’s office have yet been involved. No other jurisdictions with the San Diego region reported current efforts on local tenant protections.

#### Termination of Tenancy and Evictions in the City of Chula Vista

Due to the short time frame between adoption of AB-1482 and the institution of COVID-19 pandemic-related eviction moratoriums, the true impacts of AB-1482 are relatively unknown. Tenant advocates are concerned that without additional local protections for known gaps in state law, tenants could remain susceptible to no cause evictions.

According to the City of Chula Vista’s Fair Housing Administrator, CSA, between July 2015 and June 2018, nearly 800 calls from Chula Vista residents were received. Of those, approximately 30% were related to notices to vacate or evictions. Another 8% reported some type of discrimination, harassment or retaliation

and 22% on average indicated that they had rental issues that were related to but not limited to rental increases, illegal entry, quiet enjoyment, and property or lease issues, as summarized in Table 1.

Data related to calls from 2019-2021 were not considered in this analysis due to changes in the CSA contract, reporting software and pandemic related issues. During the 2015-2018 period, on average 264 calls were received annually, which equates to less than 1% of all renters in the City (264 out of 33,190). While this is not a significant percent of renters, there may be various reasons including landlords/tenants not having rental concerns or tenants not understanding their rights or being aware of the services and resources available through CSA.

**Table 1  
CSA San Diego Tenant/Landlord Calls (Fiscal Years 2015-2018)**

	2015-2016		2016-2017		2017-2018		TOTAL FOR PERIOD
<b>Total Clients Served</b>	260		275		257		792
<b>Call Issue</b>	<b>Calls</b>	<b>% of total</b>	<b>Calls</b>	<b>% of total</b>	<b>Calls</b>	<b>% of total</b>	<b>TOTAL/AVERAGE%</b>
Discrimination	9	3%	9	3%	6	2%	24/3%
Notice to Vacate	77	30%	76	28%	62	24%	215/27%
Evictions	5	2%	10	4%	12	5%	27/3%
Harassment	6	2%	8	3%	20	8%	34/4%
Retaliation	3	1%	0	0%	1	0%	4/1%
Rental Issues	49	19%	61	22%	67	26%	177/22%
All other Issues	111	43%	111	40%	89	35%	311/39%

**Stakeholder Outreach**

In addition to the HAC meetings on December 8, 2021, and January 31, 2022, the following groups met with City staff between December 2021 and February 2022 to provide feedback on concepts and the Draft Ordinance:

- Alliance of Californians for Community Empowerment (ACCE)
- California Apartment Association (CAA)
- Chula Vista Chamber of Commerce Policy Committee
- Pacific Southwest Association of Realtors (PSAR)
- San Diego Association of Realtors (SDAR)
- Southern California Rental Housing Association (SCRHA)
- Western Manufactured Housing Communities Association (WMA)

Attachment No. 3 provides a summary of the stakeholder meetings and input received. The feedback is divided into the following categories:

- Need for a local ordinance;

- Comments specific to the concepts presented in December 2021;
- Alternative means to address tenant protection;
- A Draft Ordinance as presented in early January 2022;
- Comments from the Housing Advisory Commission; and
- Comments on a final draft as presented to stakeholders in late February 2022.

## **Draft Ordinance**

The Draft Ordinance created by staff in response to the Council referral underwent substantial revisions as the result of stakeholder input and was presented to the HAC on January 31, 2022, with the intent to be presented to Council in early March. The HAC indicated that they wanted staff to continue working with stakeholders to refine the ordinance, look at alternative dispute resolution models, concentrate on affordable housing production and return to the HAC prior to moving forward to Council. As a result of the HAC meeting, a final round of stakeholder meetings was held in late February in which all stakeholders (resident and housing provider representatives) requested that staff hold off on taking the Draft Ordinance forward.

In general, landlords have contended from the beginning of the process that local regulations beyond state law are not necessary because a substantial/pervasive problem has not been identified and we have not yet seen what impacts AB-1486 will have on the rental industry, due to pandemic moratoriums on evictions. Resident advocates have contended that without some key elements being included in a local ordinance we are leaving tenants vulnerable to no fault evictions. Attachment No. 4 highlights the remaining key areas of disagreement, comparing current state law to the proposed Chula Vista Draft Ordinance and stakeholder recommendations.

## **Conclusion & Recommendation**

### Council Referral

Throughout the drafting process, staff has asked stakeholders for additional data to better guide the development of the Draft Ordinance, particularly in addressing those areas that are leaving tenants vulnerable within the City of Chula Vista. Without more specific data, it is difficult to assess and balance the needs of all parties without potential substantial impacts to smaller landlords and/or City resources. Examples of potential impacts are provided below.

- **Type of Units** - Tenants have contended that regulations should apply to all housing types. The City does not currently proactively inspect small rentals of 1-2 units; however, Code Enforcement does proactively inspect multi-family dwellings (3 or more units), and hotels/motels through the State of California Health & Safety Code 17961, in conjunction with the Uniform Building Code, as adopted by the Chula Vista Municipal Code. This requires local jurisdictions to enforce rules and regulations pertaining to the maintenance, sanitation, ventilation, use or occupancy and inspections of such complexes once every three to five years.

If the Draft Ordinance relating to termination of tenancy was to include all housing types, greater staff resources would be needed to educate and enforce the new regulations. However, since staff is already proactively engaged with complexes of 3 or more units, resources would moderately be impacted as staff could more easily engage with owners. The Draft Ordinance currently does not include greater noticing and relocation requirements for 1-2-unit complexes and instead defaults to state law. The Draft Ordinance does include enhanced notice and relocation assistance for complexes of 3 or more units.

- **Substantial Rehabilitation** – Stakeholders agree that a clearer definition of substantial rehabilitation would be beneficial for both housing providers and tenants. However, tenants would like provisions that would never allow termination of tenancy on the basis of a substantial rehabilitation and instead allow tenants to return to the property once the rehabilitation is complete under their existing lease terms and rental rates. While staff recognizes that displaced tenants may have difficulty finding comparable units within the San Diego region, promoting revitalization of aging and deteriorating housing stock and allowing a return on investment to the owner is still necessary in some instances. Balancing the need to provide quality housing and the need to protect tenants is challenging, and staff has therefore drafted a compromise to allow substantial rehabilitation and provide relocation assistance to tenants that would enable them to have funds for a security deposit and first month’s rent for a comparable unit in the same area of Chula Vista, reference Attachment No. 4 for additional details.

While the examples above and other issues identified in Attachment No. 4 were still the subject of dispute between stakeholders, there were several areas agreed upon during the outreach process including:

- The need for better data collection;
- Education; and
- Alternative dispute resolution models.

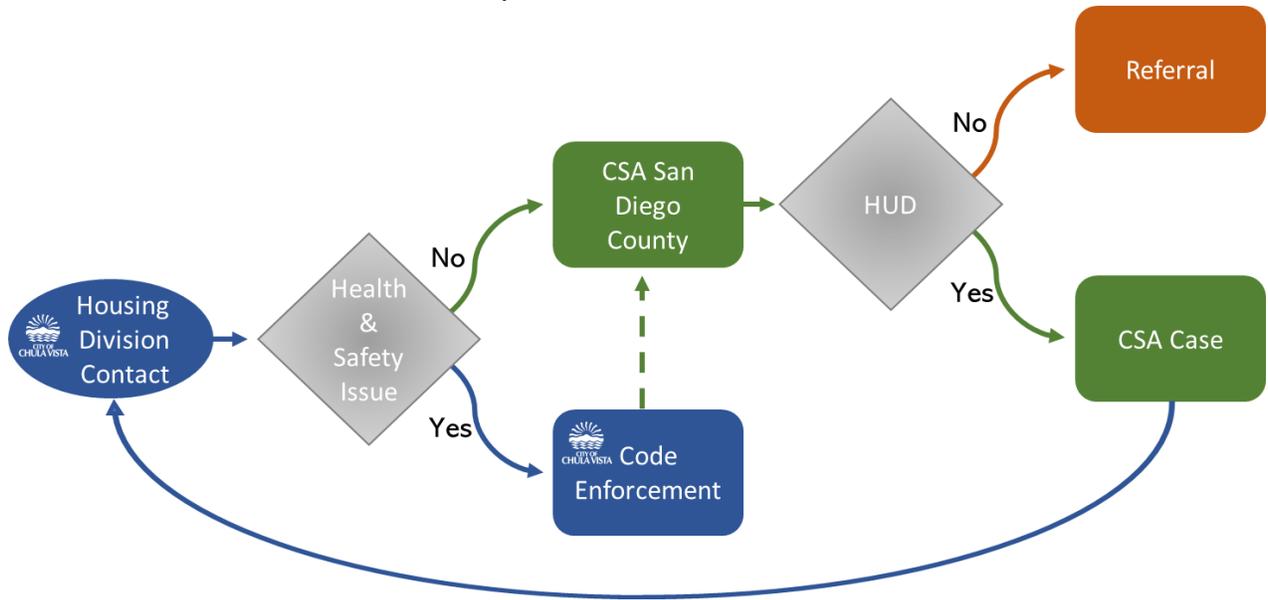
Although substantial progress has been made in identifying both issues of concern and agreement between housing provider and tenant groups, there remains a lack of substantive data about how, why and where termination of tenancies occur in Chula Vista. Staff is recommending that such data be obtained in order to design an ordinance that more accurately addresses and is responsive to the issues that actually affect residents in Chula Vista.

#### CSA San Diego County Agreement Recommendation

CSA has served as the City’s Fair Housing Administrator since July 2013, providing services including: advocacy, outreach and education; technical training opportunities for members of the housing provider, lender and insurance industries; maintenance of a fair housing discrimination investigative, intake and enforcement processes; collaborations and/or linkages with other entities which further strengthen fair housing activities in accordance with U.S. Department of Housing and Urban Development (“HUD”) Equal Opportunity and Fair Housing Criteria, 24 CFR 570.904. CSA currently maintains a contract until June 30, 2022.

In addition, CSA’s contract includes provisions to provide ombudsman services to tenants and landlords. Exhibit 3 provides the typical process followed when the City receives a concern from a constituent.

**Exhibit 3  
Tenant/Landlord Referral Process**



As depicted, all tenant/landlord issues that are not considered a health and safety related concern and fall under civil codes are referred to CSA. Once CSA assesses the issue, they will either provide additional services through the HUD defined processes and open a CSA case or refer the constituent to appropriate resources that may be able to assist with the relevant civil law. CSA cases are reported back to the City, however referrals are not currently tracked or outcomes evaluated.

On March 12, 2021, an RFQ (RFQ Q13-20-21) was issued for agencies interested in providing housing related services on behalf of the City. Although 101 parties downloaded a copy of the RFQ through the City’s Planet Bids, eight (8) agencies submitted proposals for housing related services (one from CSA specific to fair housing services) by the deadline. Proposal evaluations were completed in accordance with the applicable provisions of the Chula Vista Municipal Code including policies, procedures, and guidelines contained in the Chula Vista Municipal Code Section 2.56.110.

CSA is a HUD approved nonprofit housing counseling agency that has 50 years of experience as advocates for equality, diversity, inclusion, civil rights and fair housing. Since 2015, CSA has maintained a local office at 1653 Albany Ave, Chula Vista, 91911. They have contracted with a number of San Diego County jurisdictions for similar services including San Diego County and the Cities of La Mesa, Santee, and National City.

The City has historically maintained a contract with CSA through Community Development Block Grant (“CDBG”) funding as part of the annual federal entitlement fund process, tonight’s action would direct the City Manager or designee to enter into a contract with CSA for an initial year one contract for \$40,000 beginning July 1, 2022 to expand the scope of services in order to address issues that have been described above, and enables the City Manager or designee to exercise up to 1 one-year extension, for an amount not to exceed \$80,000 over the two year contract period, using the identified funding sources and providing the following services:

1. Chula Vista Housing Funds, \$20,000 – Expansion of services to meet obligations to affirmatively further fair housing (“AFFH”) in the Adopted 2021-2029 Housing Element. Services will include targeted

information and resource events to affirmatively further fair housing and additional educational events on fair housing and tenant/landlord laws.

2. Local Early Action Planning (“LEAP”), \$20,000 - Assist in Housing Element implementation outreach, including: creation of a data collection dashboard (including reporting and evaluating outcomes of referrals), resident focus groups, citywide surveying and various educational/informational events. LEAP funds were previously approved through Council Resolution 2020-150 on June 23, 2020. The additional data and public input will inform the implementation of the Housing Element goals and guide future tenant/landlord related policy.

### Rental Assistance

With the closure of the Chula Vista Emergency Rental Assistance Program (“CVERAP”) on March 31, 2022, concerns have been raised about the vulnerability of those that have not applied for rental assistance programs. In addition to recent action by City Council to approve additional funding to the CVERAP on March 22, 2022, SBCS Corporation (“SBCS”) maintains a contract through June 30, 2022, approved by Council on May 12, 2020 via Resolution No. 2020-098 to provide Tenant Based Rental Assistance through HOME Investment Partnership Act (“HOME”) funds. The City and SBCS are confident that in partnership we will continue to ensure tenants facing termination of tenancy for non-payment of rent are provided resources within our community.

### **DECISION-MAKER CONFLICT**

Staff has reviewed the decision contemplated by this action and has determined that it is not a site- specific and consequently, the real property holdings of the City Council members do not create a disqualifying real property-related financial conflict of interest under the Political Reform Act (Cal. Gov’t Code §87100, et seq.).

Councilmember McCann may, however, have a conflict of interest given his ownership interest in rental property and property management business. Otherwise, Staff is not independently aware, and has not been informed by any other City Council member, of any other fact that may constitute a basis for a decision-maker conflict of interest in this matter.

### **CURRENT-YEAR FISCAL IMPACT**

There is no current year fiscal impact to the General Fund as a result of this action.

### **ONGOING FISCAL IMPACT**

There is no anticipated ongoing fiscal impact to the General Fund as a result of this action. The initial \$40,000 for the CSA agreement will be funded through Chula Vista Housing Funds and LEAP funds and budgeted as part of the FY 2022/2023 budget. If the agreement is extended, additional funds will be budgeted in future years as part of the regular budget process.

### **ATTACHMENTS**

1. Comparison of Local Tenant Protection Regulations
2. Tenant Protection Survey of Similar Jurisdictions
3. Summary of Stakeholder Input December 2021 – February 2022
4. Policy Recommendation Comparison
5. Two-Party Agreement with CSA San Diego County

*Staff Contact: Stacey Kurz, Housing Manager  
Tiffany Allen, Director of Development Services*

Attachment 1  
COMPARISON OF LOCAL TENANT PROTECTION ORDINANCES

City	Just Cause Ordinance	Rent Control	Managed By	Relocation Assistance	Owner Move-in Requirement	Substantial Rehab Definition	Written Notice Requirement	Right of Return and First Right of Refusal	Exceptions	Tenant Protection/ Harassment
<a href="#">Berkeley</a>	13.76.130	Yes	Rent Stabilization Board	Standard relocation for residents who have occupied unit for more than one year: \$16,341 and an additional \$5,447 to low-income households, disabled, elderly, families with children, or if residents have occupied the unit since before 1/1/1999. Relocation fees are to be divided among residents.	Requires rental property to be occupied by owner or family for at least 36 months.	Rehab must be required for code compliance or tenant safety and cannot be completed while the tenant resides on the premises.	Ellis Act 120 day notice requirement.	Former tenant must be offered the same unit for the same price if it is returned to the market.	Rentals owned by government agency, hotels, section 8, hospital rentals, rooms rented in owner's home, dorms.	13.76.140 - Defines 5 types of retaliation.
<a href="#">East Palo Alto</a>	14.04.160	Rent Stabilization	Rent Stabilization Board	Ellis Act requirements only and "powers reserved to the city council" (14.04.220)	Requires rental property to be occupied by owner or family for at least 12 months.	Rehab must be required for code compliance or tenant safety and cannot be completed while the tenant resides on the premises. Repairs must not cost less than 10 times the monthly rent and unit must be uninhabitable for more than 30 days.	Ellis Act 120 day notice requirement.	Former tenant must be offered the same unit for the same price if it is returned to the market.	Hotels, care facilities, nonprofit housing, units shared with the landlord.	14.04.170 - Defines 7 types of tenant harassment. Prohibits 5 types of retaliation.
<a href="#">Glendale</a>	9.30.010	No	N/A	Landlord must pay two times HUD fair market rent plus \$1,000. Fee is prorated among occupants. One half to be paid five days after notice is given, then one half paid five days after tenant vacates residence.	Requires rental property to be occupied by owner or family. Timeline unspecified.	Repairs must not cost less than 8 times the monthly rent and unit must be uninhabitable for more than 30 days	Ellis Act 120 day notice requirement.	Former tenant must be offered the same unit for the same price if it is returned to the market.	Hotels, temporary homeless housing, hospitals, religious facilities, extended care facilities, dorms, nonprofit senior living, schools, rental properties with two or fewer unites.	9.30.060 - Defines 5 types of retaliation.

City	Just Cause Ordinance	Rent Control	Managed By	Relocation Assistance	Owner Move-in Requirement	Substantial Rehab Definition	Written Notice Requirement	Right of Return and First Right of Refusal	Exceptions	Tenant Protection/ Harassment
<a href="#">Long Beach</a>	8.99	No	N/A	Owner must pay relocation equal to one month or waive final month's rent. Payment must be made within 15 days of notice	No specified timing for owner or owner family residency.	Rehab must be required for code compliance or tenant safety and cannot be completed while the tenant resides on the premises. Unit must be uninhabitable for more than 30 days.	Ellis Act 120 day notice requirement.	Not detailed in city ordinance.	Hotels, nonprofit hospitals, dorms, rooms rented in owner's home, ADUs, housing with a certificate of occupancy in the last 15 years.	(8.101.030) - Defines 13 types of tenant harassment.
<a href="#">Los Angeles</a>	151.09 & 151.30	Yes	LA Housing and Community Investment Department	Qualified tenants can receive between \$14,000 and \$19,700 with additional costs paid to other tenants. The amount varies depending on the number of units in the complex and owners property portfolio.	Requires rental property to be occupied by owner or family, or taken off market for at least 24 months.	Rehab must be required for code compliance or tenant safety and cannot be completed while the tenant resides on the premises. Unit must be uninhabitable for more than 30 days.	Ellis Act 120 day notice requirement.	Former tenant must be offered the same unit for the same price if it is returned to the market. Unless the unit is re-offered more than two years later.	Rental properties with two or fewer units, hotels, nonprofit housing cooperative, hospitals, LA Housing Authority housing.	151.33 - Defines 17 types of tenant harassment.
<a href="#">Oakland</a>	8.22.300	Rent Adjustment Program	Rent Board	\$6,500 for studios and one bedroom apartments. \$8,000 for two bedrooms, \$9,875 for units with three or more bedrooms. Payment is divided equally among tenants. Low-income tenants, elderly, disabled tenants, and tenants with children are entitled to an additional \$2,500.	Requires rental property to be occupied by owner or family for at least 36 months.	Rehab must be required for code compliance or tenant safety and cannot be completed while the tenant resides on the premises. Unit must be uninhabitable for more than 30 days.	Ellis Act 120 day notice requirement. Elderly and disabled tenants who give written notice of extension within 60 days of eviction notice can extend up to one year.	Former tenant must be offered the same unit for the same price if it is returned to the market. Unless the unit is re-offered more than five years later.	Hospitals/health facilities, nonprofit housing for short term substance treatment or homeless services.	(8.22.600) - Defines 22 types of tenant harassment. Prohibits retaliation, differential treatment, and enacting late payment fees.

City	Just Cause Ordinance	Rent Control	Managed By	Relocation Assistance	Owner Move-in Requirement	Substantial Rehab Definition	Written Notice Requirement	Right of Return and First Right of Refusal	Exceptions	Tenant Protection/ Harassment
<a href="#">Santa Ana</a>	NS-3010	Yes	Rent Board	For no fault, owner has option to waive final three months rent or pay three months rent to each occupant within 15 days.	Requires rental property to be occupied by owner or family, or taken off market for at least 24 months.	Rehab must be required for code compliance or tenant safety and cannot be completed while the tenant resides on the premises. Unit must be uninhabitable for more than 30 days.	Ellis Act 120 day notice requirement.	Former tenant must be offered the same unit for the same price if it is returned to the market within six months.	Hospitals, dorms, hotels, ADUs, rooms rented in owner's home, owner occupied duplex, housing with a certificate of occupancy in the last 15 years.	NS-3010 Section 8 1996 - Defines 15 types of tenant harassment. Prohibits three types of retaliation.

Attachment 2  
SURVEY OF LOCAL TENANT PROTECTION IMPACTS

City	What does the ordinance cover?	When was your ordinance passed?	Did the City dedicate staff or financial support for the implementation/enforcement of the ordinance? If so, what?	What was the impact to rental units being remodeled, removed from the market, or demolished in the 5 years before the ordinance was passed and since the ordinance passage?	Has there been a decrease in the number of tenant/renters calls to fair housing providers or the City?	Were there any other impacts to the rental market following the passage of the ordinance?	Were there other unintended consequences to the city (financial impacts or other)?
San Diego	Updates to Barrio Logan Community Plan. Just-cause & no-fault evictions protections with relocation assistance. No citywide applicability.	2 <sup>nd</sup> reading: 1/11/2022; effective: 2/10/2022	San Diego Housing Commission (housing authority) has agreed to accept, review, and retain copies of required relocation notices provided by property owners/applicants to tenants.	This information is not yet available due to the short time that this ordinance has been in effect.	This information is not yet available due to the short time that this ordinance has been in effect.	This information is not yet available due to the short time that this ordinance has been in effect.	This information is not yet available due to the short time that this ordinance has been in effect.
Long Beach	Additional just-cause/no-fault provisions. Additional relocation and noticing requirements.	2/15/2022	We have not hired or dedicated staff or financial resources to enforce the Ordinance	No data available at this time.	No data available at this time.	No data available at this time.	No data available at this time.
Glendale	Additional just-cause/no-fault provisions. Additional relocation and noticing requirements.	Our ordinance Passed in February 2019 but took effect March 2019.	Yes. We are budgeted for 3 fulltime employees to work on the rental rights but currently only 2 fulltime employees are involved.	Unfortunately, this is not something we are actively tracking. And due to other factors like the Statewide Rent Control and Covid-19 I wouldn't be able to say with confidence that the impacts are due to our Rental Rights Program.	Anecdotally speaking, based on the number of individuals complaining to our council members and residents approaching our housing counter to complain about high rents, I would say there has been a decrease in tenant/renter calls and complaints regarding rents.	Again, it is hard to gage the impact of the Rental Rights Ordinance considering that Statewide AB 1482 took effect less than a year after our ordinance, and then almost immediately we had the COVID-19 emergency orders. Both of which had a very big impact on the overall rental market.	We have yet to experience any unintended consequences.

**Attachment 2**  
**SURVEY OF LOCAL TENANT PROTECTION IMPACTS**

City	What does the ordinance cover?	When was your ordinance passed?	Did the City dedicate staff or financial support for the implementation/enforcement of the ordinance? If so, what?	What was the impact to rental units being remodeled, removed from the market, or demolished in the 5 years before the ordinance was passed and since the ordinance passage?	Has there been a decrease in the number of tenant/renters calls to fair housing providers or the City?	Were there any other impacts to the rental market following the passage of the ordinance?	Were there other unintended consequences to the city (financial impacts or other)?
Thousand Oaks	N/A	TPOS in-process/No Data	TPOS in-process/No Data	TPOS in-process/No Data	TPOS in-process/No Data	TPOS in-process/No Data	TPOS in-process/No Data
Emeryville	N/A	TPOS in-process/No Data	TPOS in-process/No Data	TPOS in-process/No Data	TPOS in-process/No Data	TPOS in-process/No Data	TPOS in-process/No Data
Fairfax	N/A	No Response	No Response	No Response	No Response	No Response	No Response
San Rafael	N/A	No Response	No Response	No Response	No Response	No Response	No Response

Attachment 3  
SUMMARY OF STAKEHOLDER OUTREACH MEETINGS

Stakeholder	Concept / Fact Finding	Draft Ordinance (1)	Draft Ordinance (2)
Alliance of Californians for Community Empowerment (ACCE)	12/1/2021	1/13/2022	2/23/22
Building Industry Association (BIA)			2/1/2022
California Apartment Association (CAA)	12/3/2021	1/12/2022	2/17/22
Chula Vista Chamber of Commerce Policy Committee			2/23/22
Pacific Southwest Association of Realtors (PSAR)	12/1/2021	1/13/2022	2/17/22
San Diego Association of Realtors (SDAR)		1/18/2022	2/17/22
Southern California Rental Housing Association (SCRHA)	12/2/2021	1/12/2022	2/17/22
Western Manufactured Housing Communities (WMA)		1/18/2022	
Housing Advisory Commission	12/8/2021	1/31/2022	

## STAKEHOLDER INPUT RECEIVED

Local Ordinance	
Needed	Not Needed
<ul style="list-style-type: none"> <li>• Prevent statewide eviction trends.</li> <li>• Eliminate loopholes in state law.</li> <li>• Pro-active vs. reactive approach to non-compliant landlords.</li> <li>• Establish first-right-of-refusal to return to unit.</li> <li>• Greater tenant harassment protections.</li> </ul>	<ul style="list-style-type: none"> <li>• Reactive without demonstrated need.</li> <li>• State law is adequate.</li> <li>• Unintended consequences:                             <ul style="list-style-type: none"> <li>○ Impact to other tenants; and</li> <li>○ Disincentivizing development/remodels.</li> </ul> </li> <li>• Creating loopholes for non-compliant tenants.</li> </ul>
Concepts (December 2021)	
<p>Ellis Act</p> <ul style="list-style-type: none"> <li>• Relocation should be tied to economics means testing or fixed amounts.</li> </ul> <p>No Cause</p> <ul style="list-style-type: none"> <li>• Defining substantial rehabilitation is desirable but do not identify permit threshold.</li> <li>• Include first right of refusal to return but further work on rental rate on return.</li> </ul>	
Alternatives	
<ul style="list-style-type: none"> <li>• Education (Tenants and Landlords).</li> <li>• City enforcement for business license re-issuance.</li> <li>• Using statewide industry partners for tenant defense.</li> <li>• Dispute Resolution/Mediation</li> </ul>	
Draft Ordinance (January 2022)	
<ul style="list-style-type: none"> <li>• Ordinance should acknowledge landlord rights.</li> <li>• The number and scope of the harassment definitions too broad.</li> <li>• Just-Cause provisions should apply on day one of tenancy.</li> <li>• Relocation assistance payments needed to be rewritten to match industry practices (e.g., using one check for all tenants).</li> <li>• Landlords need to be able to terminate tenancy based on substantial remodel. This can be accomplished in a way that minimizes harm to tenants.</li> <li>• This will expose landlords to excessive litigation.</li> <li>• The ordinance is too biased towards tenants.</li> <li>• Consider whether appropriate to apply to mobile home renter.</li> </ul>	
Housing Advisory Commission (January 31, 2022)	
<ul style="list-style-type: none"> <li>• Commissioners indicated they would like to see greater emphasis on the following:                             <ul style="list-style-type: none"> <li>• Production of affordable units where these issues are mitigated;</li> <li>• Alternative dispute resolution; and</li> <li>• Additional data.</li> </ul> </li> <li>• Stakeholders provided similar feedback to individual meetings.</li> </ul>	
Final Ordinance (February 2022)	
<ul style="list-style-type: none"> <li>• Tenant advocates believe without a few key items the ordinance is not valuable: all housing types need to be covered, coverage needs to start on day 1 of tenancy, on substantial rehabilitation tenants need to return to unit at same rental rate.</li> <li>• All stakeholders agreed that the City should not move forward with the ordinance as currently drafted.</li> </ul>	

**Attachment 4  
POLICY RECOMMENDATION COMPARISON**

ISSUES		EXISTING STATE LAW	CV 3/1/22 DRAFT RECOMMENDATIONS	RESIDENTS (ACCE) RECOMMENDATIONS	LANDLORDS RECOMMENDATIONS
<b>General Comments/ Applicability</b>	<i>Need for Local Ordinance</i>			Claim: Gaps in State law need to be addressed to protect tenants against no fault evictions.	Claim: AB1486 has not been in place long enough for the industry to determine impact. Local regulations would create a solution for a problem that is not substantiated.
	<i>Length of Tenancy</i>	Protections after 12 months of tenancy.	Protections after 12 months of tenancy.	Protections on Day one of tenancy.	Protections after 12 months of tenancy.
<b>Just Cause/ No Fault Termination of Tenancy</b>	<i>Types of Rental Complexes Covered</i>	All complexes.	All complexes have basic protections. Residential Rental Complexes of 3 or more units have enhanced protections.	All complexes have enhanced protections.	Let state law govern.
	<i>First Right of Refusal</i>	First right of refusal only for withdrawals from rental market in rent controlled jurisdictions per Ellis Act. No first right of refusal under Tenant Protection Act of 2019. Under Costa-Hawkins Act City must allow owner to set new rent amount after termination of tenancy.	First right of refusal at market rate for up to two years for terminations based on substantial remodel, withdrawal from rental market and complete demolition of units in complexes of three or more. Tenant required to notify of forwarding address.	First right of refusal/return at previous rental rate for all no-fault just-cause terminations of any unit.	Let state law govern.

ISSUES		EXISTING STATE LAW	CV 3/1/22 DRAFT RECOMMENDATIONS	RESIDENTS (ACCE) RECOMMENDATIONS	LANDLORDS RECOMMENDATIONS
	<i>Substantial Remodel</i>	Termination of Tenancy for Substantial remodel allowed if major repairs, permit or hazardous substance abatement, and rental unit must need to be vacant for more than 30 days.	Termination of Tenancy for Substantial remodel allowed if major repairs; permit or hazardous substance abatement; cost of repairs is greater than \$40 per square foot; and rental units must need to be vacant for more than 60 days.	No termination of tenancy for substantial remodel.	Let state law govern. Ability to terminate for substantial remodel must be available.
	<i>Relocation Assistance</i>	One month's existing rent for no-fault termination of tenancy.	One month's HUD SAFMR for no-fault termination of tenancy. Two month's HUD SAFMR for demolition, removal from market, and substantial remodel of a unit in a complex of three or more units.	Relocation payments of \$7,000 per tenant.	Let state law govern.
	<i>Noticing for Tenants</i>	30 days notice if renting for less than 12 months; 60 days notice if renting for 12 months or more.  120 notice required or 365 days notice required if tenant is elderly or disabled for withdrawals from rental	30 days notice if renting for less than 12 months; 60 days notice if renting for 12 months or more.  120 notice required or 365 days notice required if tenant is elderly or disabled for withdrawals from rental market, substantial remodel, and	120 day notice for every termination of tenancy + additional notice for elderly/disabled.	Let state law govern.

ISSUES		EXISTING STATE LAW	CV 3/1/22 DRAFT RECOMMENDATIONS	RESIDENTS (ACCE) RECOMMENDATIONS	LANDLORDS RECOMMENDATIONS
		market in rent controlled jurisdictions per Ellis Act.	demolition for units in complexes of three or more.		
<b>Anti-Harassment</b>	<i>Tenants Covered by Anti-Harassment</i>	All tenants.	All tenants.	All tenants.	Mobilehomes and mobilehome owners should not be included.
	<i>Anti-Harassment Provisions</i>	4 kinds of harassment covered.	Additional 12 kinds of harassment covered.	Additional 25 kinds of harassment covered.	Let state law govern.

**CITY OF CHULA VISTA  
CONTRACTOR/SERVICE PROVIDER SERVICES AGREEMENT  
WITH CSA SAN DIEGO COUNTY  
TO PROVIDE FAIR HOUSING & TENANT/OMBUDSMAN SERVICES**

This Agreement is entered into effective as of July 1, 2022 (“Effective Date”) by and between the City of Chula Vista, a chartered municipal corporation (“City”) and CSA SAN DIEGO COUNTY, 501(c)(3) nonprofit organization (“Contractor/Service Provider”) (collectively, the “Parties” and, individually, a “Party”) with reference to the following facts:

**RECITALS**

WHEREAS, as a recipient of U.S. Department of Housing and Urban Development (“HUD”) and State of California funding, the City of Chula Vista has a responsibility to affirmatively further fair housing; and

WHEREAS, On March 12, 2021, an RFQ (RFQ Q13-20-21) was issued for agencies interested in providing housing related services on behalf of the City; and

WHEREAS, as the sole respondent related to Fair Housing Services, CSA San Diego County (“CSA” or “Consultant”) is a HUD Approved Nonprofit Housing Counseling Agency that has 50 years of experience as advocates for equality, diversity, inclusion, civil rights and fair housing; and

WHEREAS, CSA has served as the City’s Fair Housing Administrator since July 2013 and has maintained a local office at 1653 Albany Ave, Chula Vista, 91911 since 2015; and

WHEREAS, during this time they have provided annual Fair Housing services including: advocacy, outreach and education; technical training opportunities for members of the housing provider, lender and insurance industries; maintenance of a fair housing discrimination investigative, intake and enforcement processes; collaborations and/or linkages with other entities which further strengthen fair housing activities in accordance with HUD Equal Opportunity and Fair Housing Criteria, 24 CFR 570.904; and

WHEREAS, it is the desire to contract with CSA to expand their annual contract to address needs for additional data collection around tenant/landlord referrals and to meet fair housing goals in the 2021-2029 Housing Element for an initial period of one year for \$40,000, with options to extend for an additional year, for a total not to exceed two year amount of \$80,000 and contingent on available funding; and

WHEREAS, the initial year funding will include: (1) \$20,000 in Chula Vista Housing Funds (“CVHF”) to expand services to meet obligations to affirmatively further fair housing (“AFFH”) in the Adopted 2021-2029 Housing Element; and (2) \$20,000 in Local Early Action Planning (“LEAP”) funds to assist in Housing Element implementation outreach to further Housing Element goals and guide future policy; and

WHEREAS, Contractor/Service Provider warrants and represents that it is experienced and staffed in a manner such that it can deliver the services required of Contractor/Service Provider to City in accordance with the time frames and the terms and conditions of this Agreement.

**[End of Recitals. Next Page Starts Obligatory Provisions.]**

## OBLIGATORY PROVISIONS

NOW, THEREFORE, in consideration of the above recitals, the covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which the Parties hereby acknowledge, City and Contractor/Service Provider hereby agree as follows:

### 1. SERVICES

1.1 Required Services. Contractor/Service Provider agrees to perform the services, and deliver to City the “Deliverables” (if any) described in the attached Exhibit A, incorporated into the Agreement by this reference, within the time frames set forth therein, time being of the essence for this Agreement. The services and/or Deliverables described in Exhibit A shall be referred to herein as the “Required Services.”

1.2 Reductions in Scope of Work. City may independently, or upon request from Contractor/Service Provider, from time to time, reduce the Required Services to be performed by the Contractor/Service Provider under this Agreement. Upon doing so, City and Contractor/Service Provider agree to meet and confer in good faith for the purpose of negotiating a corresponding reduction in the compensation associated with the reduction.

1.3 Additional Services. Subject to compliance with the City’s Charter, codes, policies, procedures and ordinances governing procurement and purchasing authority, City may request Contractor/Service Provider provide additional services related to the Required Services (“Additional Services”). If so, City and Contractor/Service Provider agree to meet and confer in good faith for the purpose of negotiating an amendment to Exhibit A, to add the Additional Services. Unless otherwise agreed, compensation for the Additional Services shall be charged and paid consistent with the rates and terms already provided therein. Once added to Exhibit A, “Additional Services” shall also become “Required Services” for purposes of this Agreement.

1.4 Standard of Care. Contractor/Service Provider expressly warrants and agrees that any and all Required Services hereunder shall be performed in accordance with the highest standard of care exercised by members of the profession currently practicing under similar conditions and in similar locations.

1.5 No Waiver of Standard of Care. Where approval by City is required, it is understood to be conceptual approval only and does not relieve the Contractor/Service Provider of responsibility for complying with all laws, codes, industry standards, and liability for damages caused by negligent acts, errors, omissions, noncompliance with industry standards, or the willful misconduct of the Contractor/Service Provider or its subcontractors.

1.6 Security for Performance. In the event that Exhibit A Section 4 indicates the need for Contractor/Service Provider to provide additional security for performance of its duties under this Agreement, Contractor/Service Provider shall provide such additional security prior to commencement of its Required Services in the form and on the terms prescribed on Exhibit A, or as otherwise prescribed by the City Attorney.

1.7 Compliance with Laws. In its performance of the Required Services, Contractor/Service Provider shall comply with any and all applicable federal, state and local laws, including the Chula Vista Municipal Code.

1.8 Business License. Prior to commencement of work, Contractor/Service Provider shall obtain a business license from City.

1.9 Subcontractors. Prior to commencement of any work, Contractor/Service Provider shall submit for City's information and approval a list of any and all subcontractors to be used by Contractor/Service Provider in the performance of the Required Services. Contractor/Service Provider agrees to take appropriate measures necessary to ensure that all subcontractors and personnel utilized by the Contractor/Service Provider to complete its obligations under this Agreement comply with all applicable laws, regulations, ordinances, and policies, whether federal, state, or local. In addition, if any subcontractor is expected to fulfill any responsibilities of the Contractor/Service Provider under this Agreement, Contractor/Service Provider shall ensure that each and every subcontractor carries out the Contractor/Service Provider's responsibilities as set forth in this Agreement.

1.10 Term. This Agreement shall commence on the earlier to occur of the Effective Date or Contractor/Service Provider's commencement of the Required Services hereunder, and shall terminate when the Parties have complied with all their obligations hereunder; provided, however, provisions which expressly survive termination shall remain in effect.

## 2. COMPENSATION

2.1 General. For satisfactory performance of the Required Services, City agrees to compensate Contractor/Service Provider in the amount(s) and on the terms set forth in Exhibit A, Section 4. Standard terms for billing and payment are set forth in this Section 2.

2.2 Detailed Invoicing. Contractor/Service Provider agrees to provide City with a detailed invoice for services performed each month, within thirty (30) days of the end of the month in which the services were performed, unless otherwise specified in Exhibit A. Invoicing shall begin on the first of the month following the Effective Date of the Agreement. All charges must be presented in a line item format with each task separately explained in reasonable detail. Each invoice shall include the current monthly amount being billed, the amount invoiced to date, and the remaining amount available under any approved budget. Contractor/Service Provider must obtain prior written authorization from City for any fees or expenses that exceed the estimated budget.

2.3 Payment to Contractor/Service Provider. Upon receipt of a properly prepared invoice and confirmation that the Required Services detailed in the invoice have been satisfactorily performed, City shall pay Contractor/Service Provider for the invoice amount within thirty (30) days. Payment shall be made in accordance with the terms and conditions set forth in Exhibit A.

2.4 Reimbursement of Costs. City may reimburse Contractor/Service Provider's out-of-pocket costs incurred by Contractor/Service Provider in the performance of the Required Services if negotiated in advance and included in Exhibit A. Unless specifically provided in Exhibit A, Contractor/Service Provider shall be responsible for any and all out-of-pocket costs incurred by Contractor/Service Provider in the performance of the Required Services.

2.5 Exclusions. City shall not be responsible for payment to Contractor/Service Provider for any fees or costs in excess of any agreed upon budget, rate or other maximum amount(s) provided for in Exhibit A. City shall also not be responsible for any cost: (a) incurred prior to the Effective Date; or (b) arising out of or related to the errors, omissions, negligence or acts of willful misconduct of Contractor/Service Provider, its agents, employees, or subcontractors.

2.6 Payment Not Final Approval. Contractor/Service Provider understands and agrees that payment to the Contractor/Service Provider or reimbursement for any Contractor/Service Provider costs related to the performance of Required Services does not constitute a City final decision regarding whether such payment or cost reimbursement is allowable and eligible for payment under this Agreement, nor does it constitute a waiver of any violation by Contractor/Service Provider of the terms of this Agreement. If City determines that Contractor/Service Provider is not entitled to receive any amount of compensation already paid, City will notify Contractor/Service Provider in writing and Contractor/Service Provider shall promptly return such amount.

### 3. INSURANCE

3.1 Required Insurance. Contractor/Service Provider must procure and maintain, during the period of performance of Required Services under this Agreement, and for twelve months after completion of Required Services, the policies of insurance described on the attached Exhibit B, incorporated into the Agreement by this reference (the “Required Insurance”). The Required Insurance shall also comply with all other terms of this Section.

3.2 Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions relating to the Required Insurance must be disclosed to and approved by City in advance of the commencement of work.

3.3 Standards for Insurers. Required Insurance must be placed with licensed insurers admitted to transact business in the State of California with a current A.M. Best’s rating of A V or better, or, if insurance is placed with a surplus lines insurer, insurer must be listed on the State of California List of Eligible Surplus Lines Insurers (LESLI) with a current A.M. Best’s rating of no less than A X. For Workers’ Compensation Insurance, insurance issued by the State Compensation Fund is also acceptable.

3.4 Subcontractors. Contractor/Service Provider must include all sub-Contractor/Service Providers/sub-contractors as insureds under its policies and/or furnish separate certificates and endorsements demonstrating separate coverage for those not under its policies. Any separate coverage for sub-Contractor/Service Providers must also comply with the terms of this Agreement.

3.5 Additional Insureds. City, its officers, officials, employees, agents, and volunteers must be named as additional insureds with respect to any policy of general liability, automobile, or pollution insurance specified as required in Exhibit B or as may otherwise be specified by City’s Risk Manager.. The general liability additional insured coverage must be provided in the form of an endorsement to the Contractor/Service Provider’s insurance using ISO CG 2010 (11/85) or its equivalent; such endorsement must not exclude Products/Completed Operations coverage.

3.6 General Liability Coverage to be “Primary.” Contractor/Service Provider’s general liability coverage must be primary insurance as it pertains to the City, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers is wholly separate from the insurance provided by Contractor/Service Provider and in no way relieves Contractor/Service Provider from its responsibility to provide insurance.

3.7 No Cancellation. No Required Insurance policy may be canceled by either Party during the required insured period under this Agreement, except after thirty days’ prior written notice to the City by certified mail, return receipt requested. Prior to the effective date of any such cancellation Contractor/Service Provider must procure and put into effect equivalent coverage(s).

3.8 Waiver of Subrogation. Contractor/Service Provider’s insurer(s) will provide a Waiver of Subrogation in favor of the City for each Required Insurance policy under this Agreement. In addition, Contractor/Service Provider waives any right it may have or may obtain to subrogation for a claim against City.

3.9 Verification of Coverage. Prior to commencement of any work, Contractor/Service Provider shall furnish City with original certificates of insurance and any amendatory endorsements necessary to demonstrate to City that Contractor/Service Provider has obtained the Required Insurance in compliance with the terms of this Agreement. The words “will endeavor” and “but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents, or representatives” or any similar language must be deleted from all certificates. The required certificates and endorsements should otherwise be on industry standard forms. The City reserves the right to require, at any time, complete, certified copies of all required insurance policies, including endorsements evidencing the coverage required by these specifications.

3.10 Claims Made Policy Requirements. If General Liability, Pollution and/or Asbestos Pollution Liability and/or Errors & Omissions coverage are required and are provided on a claims-made form, the following requirements also apply:

- a. The “Retro Date” must be shown, and must be before the date of this Agreement or the beginning of the work required by this Agreement.
- b. Insurance must be maintained, and evidence of insurance must be provided, for at least five (5) years after completion of the work required by this Agreement.
- c. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a “Retro Date” prior to the effective date of this Agreement, the Contractor/Service Provider must purchase “extended reporting” coverage for a minimum of five (5) years after completion of the work required by this Agreement.
- d. A copy of the claims reporting requirements must be submitted to the City for review.

3.11 Not a Limitation of Other Obligations. Insurance provisions under this section shall not be construed to limit the Contractor/Service Provider’s obligations under this Agreement, including Indemnity.

3.12 Additional Coverage. To the extent that insurance coverage provided by Contractor/Service Provider maintains higher limits than the minimums appearing in Exhibit B, City requires and shall be entitled to coverage for higher limits maintained.

## 4. INDEMNIFICATION

4.1. General. To the maximum extent allowed by law, Contractor/Service Provider shall protect, defend, indemnify and hold harmless City, its elected and appointed officers, agents, employees and volunteers (collectively, “Indemnified Parties”), from and against any and all claims, demands, causes of action, costs, expenses, (including reasonable attorneys’ fees and court costs), liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any alleged acts, omissions, negligence, or willful misconduct of Contractor/Service Provider, its officials, officers, employees, agents, and contractors, arising out of or in connection with the performance of the Required Services, the results of such performance, or this Agreement. This indemnity provision does not include any claims, damages, liability, costs and expenses arising from the sole negligence or willful misconduct of the Indemnified Parties. Also covered is liability arising from, connected with, caused by or claimed to be caused by the active or passive negligent acts or omissions of the Indemnified Parties which may be in combination with the active or passive negligent acts or omissions of the Contractor/Service Provider, its employees, agents or officers, or any third party.

4.2. Modified Indemnity Where Agreement Involves Design Professional Services. Notwithstanding the forgoing, if the services provided under this Agreement are design professional services, as defined by California Civil Code section 2782.8, as may be amended from time to time, the defense and indemnity obligation under Section 1, above, shall be limited to the extent required by California Civil Code section 2782.8.

4.3 Costs of Defense and Award. Included in Contractor/Service Provider’s obligations under this Section 4 is Contractor/Service Provider’s obligation to defend, at Contractor/Service Provider’s own cost, expense and risk, any and all suits, actions or other legal proceedings that may be brought or instituted against one or more of the Indemnified Parties. Subject to the limitations in this Section 4, Contractor/Service Provider shall pay and satisfy any judgment, award or decree that may be rendered against one or more of the Indemnified Parties for any and all related legal expenses and costs incurred by any of them.

4.4. Contractor/Service Provider’s Obligations Not Limited or Modified. Contractor/Service Provider’s obligations under this Section 4 shall not be limited to insurance proceeds, if any, received by the Indemnified Parties, or by any prior or subsequent declaration by the Contractor/Service Provider. Furthermore, Contractor/Service Provider’s obligations under this Section 4 shall in no way limit, modify or excuse any of Contractor/Service Provider’s other obligations or duties under this Agreement.

4.5. Enforcement Costs. Contractor/Service Provider agrees to pay any and all costs City incurs in enforcing Contractor/Service Provider’s obligations under this Section 4.

4.6 Survival. Contractor/Service Provider’s obligations under this Section 4 shall survive the termination of this Agreement.

## 5. FINANCIAL INTERESTS OF CONTRACTOR/SERVICE PROVIDER.

5.1 Form 700 Filing. The California Political Reform Act and the Chula Vista Conflict of Interest Code require certain government officials and Contractor/Service Providers performing work for government agencies to publicly disclose certain of their personal assets and income using a Statement of Economic Interests form (Form 700). In order to assure compliance with these requirements, Contractor/Service Provider shall comply with the disclosure requirements identified in the attached Exhibit C, incorporated into the Agreement by this reference.

5.2 Disclosures; Prohibited Interests. Independent of whether Contractor/Service Provider is required to file a Form 700, Contractor/Service Provider warrants and represents that it has disclosed to City any economic interests held by Contractor/Service Provider, or its employees or subcontractors who will be performing the Required Services, in any real property or project which is the subject of this Agreement. Contractor/Service Provider warrants and represents that it has not employed or retained any company or person, other than a bona fide employee or approved subcontractor working solely for Contractor/Service Provider, to solicit or secure this Agreement. Further, Contractor/Service Provider warrants and represents that it has not paid or agreed to pay any company or person, other than a bona fide employee or approved subcontractor working solely for Contractor/Service Provider, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Contractor/Service Provider further warrants and represents that no officer or employee of City, has any interest, whether contractual, non-contractual, financial or otherwise, in this transaction, the proceeds hereof, or in the business of Contractor/Service Provider or Contractor/Service Provider's subcontractors. Contractor/Service Provider further agrees to notify City in the event any such interest is discovered whether or not such interest is prohibited by law or this Agreement. For breach or violation of any of these warranties, City shall have the right to rescind this Agreement without liability.

## 6. REMEDIES

6.1 Termination for Cause. If for any reason whatsoever Contractor/Service Provider shall fail to perform the Required Services under this Agreement, in a proper or timely manner, or if Contractor/Service Provider shall violate any of the other covenants, agreements or conditions of this Agreement (each a "Default"), in addition to any and all other rights and remedies City may have under this Agreement, at law or in equity, City shall have the right to terminate this Agreement by giving five (5) days written notice to Contractor/Service Provider. Such notice shall identify the Default and the Agreement termination date. If Contractor/Service Provider notifies City of its intent to cure such Default prior to City's specified termination date, and City agrees that the specified Default is capable of being cured, City may grant Contractor/Service Provider up to ten (10) additional days after the designated termination date to effectuate such cure. In the event of a termination under this Section 6.1, Contractor/Service Provider shall immediately provide City any and all "Work Product" (defined in Section 7 below) prepared by Contractor/Service Provider as part of the Required Services. Such Work Product shall be City's sole and exclusive property as provided in Section 7 hereof. Contractor/Service Provider may be entitled to compensation for work satisfactorily performed prior to Contractor/Service Provider's receipt of the Default notice; provided, however, in no event shall such compensation exceed the amount that would have been payable under this Agreement for such work, and any such compensation shall be reduced by any costs incurred or projected to be incurred by City as a result of the Default.

6.2 Termination or Suspension for Convenience of City. City may suspend or terminate this Agreement, or any portion of the Required Services, at any time and for any reason, with or without cause, by giving specific written notice to Contractor/Service Provider of such termination or suspension at least fifteen (15) days prior to the effective date thereof. Upon receipt of such notice, Contractor/Service Provider shall immediately cease all work under the Agreement and promptly deliver all "Work Product" (defined in Section 7 below) to City. Such Work Product shall be City's sole and exclusive property as provided in Section 7 hereof. Contractor/Service Provider shall be entitled to receive just and equitable compensation for this Work Product in an amount equal to the amount due and payable under this Agreement for work satisfactorily performed as of the date of the termination/suspension notice plus any additional remaining Required Services requested or approved by City in advance that would maximize City's value under the Agreement.

6.3 Waiver of Claims. In the event City terminates the Agreement in accordance with the terms of this Section, Contractor/Service Provider hereby expressly waives any and all claims for damages or compensation as a result of such termination except as expressly provided in this Section 6.

6.4 Administrative Claims Requirements and Procedures. No suit or arbitration shall be brought arising out of this Agreement against City unless a claim has first been presented in writing and filed with City and acted upon by City in accordance with the procedures set forth in Chapter 1.34 of the Chula Vista Municipal Code, as same may be amended, the provisions of which, including such policies and procedures used by City in the implementation of same, are incorporated herein by this reference. Upon request by City, Contractor/Service Provider shall meet and confer in good faith with City for the purpose of resolving any dispute over the terms of this Agreement.

6.5 Governing Law/Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of California. Any action arising under or relating to this Agreement shall be brought only in San Diego County, State of California.

6.6 Service of Process. Contractor/Service Provider agrees that it is subject to personal jurisdiction in California. If Contractor/Service Provider is a foreign corporation, limited liability company, or partnership that is not registered with the California Secretary of State, Contractor/Service Provider irrevocably consents to service of process on Contractor/Service Provider by first class mail directed to the individual and address listed under “For Legal Notice,” in section 1.B. of Exhibit A to this Agreement, and that such service shall be effective five days after mailing.

## 7. OWNERSHIP AND USE OF WORK PRODUCT

All reports, studies, information, data, statistics, forms, designs, plans, procedures, systems and any other materials or properties produced in whole or in part under this Agreement in connection with the performance of the Required Services (collectively “Work Product”) shall be the sole and exclusive property of City. No such Work Product shall be subject to private use, copyrights or patent rights by Contractor/Service Provider in the United States or in any other country without the express, prior written consent of City. City shall have unrestricted authority to publish, disclose, distribute, and otherwise use, copyright or patent, in whole or in part, any such Work Product, without requiring any permission of Contractor/Service Provider, except as may be limited by the provisions of the Public Records Act or expressly prohibited by other applicable laws. With respect to computer files containing data generated as Work Product, Contractor/Service Provider shall make available to City, upon reasonable written request by City, the necessary functional computer software and hardware for purposes of accessing, compiling, transferring and printing computer files.

## 8. GENERAL PROVISIONS

8.1 Amendment. This Agreement may be amended, but only in writing signed by both Parties.

8.2 Assignment. City would not have entered into this Agreement but for Contractor/Service Provider’s unique qualifications and traits. Contractor/Service Provider shall not assign any of its rights or responsibilities under this Agreement, nor any part hereof, without City’s prior written consent, which City may grant, condition or deny in its sole discretion.

8.3 Authority. The person(s) executing this Agreement for Contractor/Service Provider warrants and represents that they have the authority to execute same on behalf of Contractor/Service Provider and to bind

Contractor/Service Provider to its obligations hereunder without any further action or direction from Contractor/Service Provider or any board, principle or officer thereof.

8.4 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one Agreement after each Party has signed such a counterpart.

8.5 Entire Agreement. This Agreement together with all exhibits attached hereto and other agreements expressly referred to herein, constitutes the entire Agreement between the Parties with respect to the subject matter contained herein. All exhibits referenced herein shall be attached hereto and are incorporated herein by reference. All prior or contemporaneous agreements, understandings, representations, warranties and statements, oral or written, are superseded.

8.6 Record Retention. During the course of the Agreement and for three (3) years following completion of the Required Services, Contractor/Service Provider agrees to maintain, intact and readily accessible, all data, documents, reports, records, contracts, and supporting materials relating to the performance of the Agreement, including accounting for costs and expenses charged to City, including such records in the possession of sub-contractors/sub-Contractor/Service Providers.

8.7 Further Assurances. The Parties agree to perform such further acts and to execute and deliver such additional documents and instruments as may be reasonably required in order to carry out the provisions of this Agreement and the intentions of the Parties.

8.8 Independent Contractor. Contractor/Service Provider is and shall at all times remain as to City a wholly independent contractor. Neither City nor any of its officers, employees, agents or volunteers shall have control over the conduct of Contractor/Service Provider or any of Contractor/Service Provider's officers, employees, or agents ("Contractor/Service Provider Related Individuals"), except as set forth in this Agreement. No Contractor/Service Provider Related Individuals shall be deemed employees of City, and none of them shall be entitled to any benefits to which City employees are entitled, including but not limited to, overtime, retirement benefits, worker's compensation benefits, injury leave or other leave benefits. Furthermore, City will not withhold state or federal income tax, social security tax or any other payroll tax with respect to any Contractor/Service Provider Related Individuals; instead, Contractor/Service Provider shall be solely responsible for the payment of same and shall hold the City harmless with respect to same. Contractor/Service Provider shall not at any time or in any manner represent that it or any of its Contractor/Service Provider Related Individuals are employees or agents of City. Contractor/Service Provider shall not incur or have the power to incur any debt, obligation or liability whatsoever against City, or bind City in any manner.

8.9 Notices. All notices, demands or requests provided for or permitted to be given pursuant to this Agreement must be in writing. All notices, demands and requests to be sent to any Party shall be deemed to have been properly given or served if personally served or deposited in the United States mail, addressed to such Party, postage prepaid, registered or certified, with return receipt requested, at the addresses identified in this Agreement at the places of business for each of the designated Parties as indicated in Exhibit A, or otherwise provided in writing.

8.10 Electronic Signatures. Each Party agrees that the electronic signatures, whether digital or encrypted, of the Parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic Signature means any electronic sound, symbol, or process attached to or logically associated with a record and executed and adopted by a Party with the intent to sign such record,

including facsimile or email electronic signatures, pursuant to the California Uniform Electronic Transactions Act (Cal. Civ. Code §§ 1633.1 to 1633.17) as amended from time to time.

**(End of page. Next page is signature page.)**

**SIGNATURE PAGE**  
**CONTRACTOR/SERVICE PROVIDER SERVICES AGREEMENT**

IN WITNESS WHEREOF, by executing this Agreement where indicated below, City and Contractor/Service Provider agree that they have read and understood all terms and conditions of the Agreement, that they fully agree and consent to bound by same, and that they are freely entering into this Agreement as of the Effective Date.

**CSA SAN DIEGO COUNTY**

**CITY OF CHULA VISTA**

BY: \_\_\_\_\_  
ESTELA DE LOS RIOS  
EXECUTIVE DIRECTOR

BY: \_\_\_\_\_  
MARIA V. KACHADOORIAN  
CITY MANAGER

||

APPROVED AS TO FORM

BY: \_\_\_\_\_  
Glen R. Googins  
City Attorney

**EXHIBIT A**  
**SCOPE OF WORK AND PAYMENT TERMS**

**1. Contact People for Contract Administration and Legal Notice**

A. City Contract Administration:

Stacey Kurz  
276 Fourth Avenue  
Chula Vista, CA 91910  
(619) 585-5609  
skurz@chulavistaca.gov

For Legal Notice Copy to:  
City of Chula Vista  
City Attorney  
276 Fourth Avenue, Chula Vista, CA 91910  
619-691-5037  
CityAttorney@chulavistaca.gov

B. Contractor/Service Provider Contract Administration:

CSA SAN DIEGO COUNTY  
Attn: Estela De Los Rios  
327 Van Houten Avenue  
El Cajon, CA 92020  
(619) 277-5786  
estela@c4sa.org

For Legal Notice Copy to:  
CSA San Diego  
327 Van Houten Avenue  
El Cajon, CA 92020  
(619) 277-5786  
estela@c4sa.org

**2. Required Services**

A. General Description:

Administer a City of Chula Vista Tenant Protections Enforcement and Outreach project. There is a need to identify, track, and address the current trends and outcomes resulting from civil codes, laws, and policies in the City of Chula Vista pertaining to tenant landlord challenges. This scope will address additional outreach and data collection to track trends and outcomes that fall under tenant/landlord civil codes/law in the City of Chula Vista. This contract serves to further provide services as identified in the 2021-2029 Housing Element to affirmatively further fair housing.

B. Detailed Description:

CSA shall provide the following deliverables during the contract period.

Task	Description	Deliverables	Completion Date
1	<b>Housing Element Fair Housing Outreach Goals</b>	<ul style="list-style-type: none"> <li>• Develop pocket guide materials in English, Spanish, and Tagalog of tenant protection resources for distribution and updating as needed.</li> <li>• Identify and meet with a minimum of six (6) potential partners in the community including at least two (2) housing service providers to focus on tenant landlord concerns.</li> <li>• Conducting a minimum of four (4) tenant/landlord trainings for community residents per year, including at least one (1) in Spanish.</li> <li>• Holding a minimum of two (2) property manager trainings per year.</li> <li>• Work with the City of Chula Vista’s Office of Communications to ensure that the City of Chula Vista social media informs residents and landlords on where to seek help for tenant/landlord disputes.</li> <li>• Work with the City to update the City of Chula Vista’s website to include additional information on State Source of Income Protections (SB 329 AND SB229 and any additional pertinent ordinances) along with referral information to fair housing agencies.</li> </ul>	June 30, 2023
2	<b>Housing Element Outreach to Inform Policy</b>	<p>Identify common concerns and issues faced by housing service providers and tenants in tenant landlord concerns which might result in displacement or further segregation:</p> <ul style="list-style-type: none"> <li>• 3 Focus groups with targeted residents based on low income to discuss and identify common concerns and issues faced by residents in key low income, minority concentrated and LMI household areas.</li> <li>• 3 focus groups with housing service providers in same areas to discuss and identify common concerns and issues faced by residents in key low income, minority concentrated and LMI household areas.</li> <li>• 1 Town hall inclusive of key partners providing housing service and local community organizations to share and discuss the common concerns and issues faced by both residents and housing service providers in key low income, minority concentrated and LMI household areas.</li> </ul>	June 30, 2023

3	<b>Housing Element Resource Education</b>	<ul style="list-style-type: none"> <li>• Promote the City’s rent review program for eligible mobile home residents (Chapter 9.50 of the Chula Vista Municipal Code) and conduct at least two (2) educational events at parks annually, including at least three (3) events at mobile home parks within the RECAP CT within the planning period.</li> <li>• Promote the City’s Emergency Rental Assistance, Utility Assistance and Tenant Based Rental Assistance programs to special needs populations and the community at large, assisting up to 20 households annually.</li> <li>• Consider local regulations to increase tenant protections within the City related to just cause, Ellis Act and anti-harassment laws.</li> </ul>	June 30, 2023
4	<b>Complaint Data Collection</b>	<ul style="list-style-type: none"> <li>• Track HUD approved categories related to tenant landlord issues/disputes. A Client Management System (Database) is built and updated to follow HUD requirements. This includes client notes, demographics, sessions, and counseling outcomes. Agency is also able to add limited categories based on Chula Vista’s requirements to assist the agency in identifying housing issue patterns, such as but not limited to: no fault evictions for substantial rehabilitation, demotion and removal from market.</li> <li>• Follow up with tenants of Chula Vista who have identified tenant landlord issues and received counseling to track how tenants indicate the result of their counseling is working inclusive of maintaining home, mediated move or displacement etc.</li> <li>• Provide specific case management to tenant landlord complaints to continuously follow up with clients on the processing of the housing issues to ensure they issues are adequately resolved.</li> <li>• Establish protocols to identify housing issues in Chula Vista. This will include additional tracking, updating and following up with counselor to make sure that accurate information is being inputted into the database. This potential staff member would be in charge of pulling quarterly reports. They may also be in charge of client follow up after counseling sessions end, this is to see if the agency's counseling/outreach has impacted the tenant's housing situation.</li> </ul>	Ongoing during contract term

		<ul style="list-style-type: none"> <li>Tracking and verifying the results of tenants as they navigate tenant landlord concerns based.</li> </ul>	
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**3. Term:** In accordance with Section 1.10 of this Agreement, the term of this Agreement shall begin [July 1, 2022] and end on [June 30, 2023] for completion of all Required Services.

**4. Compensation:**

**A. Form of Compensation**

Single Fixed Fee. For performance of all of the Required Services by Contractor/Service Provider as herein required, City shall pay a single fixed fee of \$40,000, upon completion of all Required Services to City's satisfaction.

**B. Reimbursement of Costs**

Invoiced or agreed-upon amounts as follows: \$10,000 quarterly

Notwithstanding the foregoing, the maximum amount to be paid to the Contractor/Service Provider for services performed through [June 30, 2023] shall not exceed \$40,000.

**5. Special Provisions:**

Permitted Sub-Contractor/Service Providers: [None]

Security for Performance: [None]

Notwithstanding the completion date set forth in Section 3 above, City has option to extend this Agreement for [one] additional terms, defined as a one-year increment or [until June 30, 2024]. The City Manager or Director of Finance/Treasurer shall be authorized to exercise the extensions on behalf of the City. If the City exercises an option to extend, each extension shall be on the same terms and conditions contained herein, provided that the amounts specified in Section 4 above may be increased by up to \$0 for each extension. The City shall give written notice to Contractor/Service Provider of the City's election to exercise the extension via the Notice of Exercise of Option to Extend document. Such notice shall be provided at least 30 days prior to the expiration of the term.

Other:

None

**EXHIBIT B  
INSURANCE REQUIREMENTS**

Contractor/Service Provider shall adhere to all terms and conditions of Section 3 of the Agreement and agrees to provide the following types and minimum amounts of insurance, as indicated by checking the applicable boxes (x).

	Type of Insurance	Minimum Amount	Form
<input checked="" type="checkbox"/>	General Liability: Including products and completed operations, personal and advertising injury	\$2,000,000 per occurrence for bodily injury, personal injury (including death), and property damage. If Commercial General Liability insurance with a general aggregate limit is used, either the general aggregate limit must apply separately to this Agreement or the general aggregate limit must be twice the required occurrence limit  Additional Insured Endorsement or Blanket AI Endorsement for City*  Waiver of Recovery Endorsement	Insurance Services Office Form CG 00 01  <i>*Must be primary and must not exclude Products/Completed Operations</i>
<input type="checkbox"/>	Automobile Liability	\$1,000,000 per accident for bodily injury, including death, and property damage	Insurance Services Office Form CA 00 01 Code 1-Any Auto Code 8-Hired Code 9-Non Owned
<input checked="" type="checkbox"/>	Workers' Compensation Employer's Liability	\$1,000,000 each accident \$1,000,000 disease policy limit \$1,000,000 disease each employee Waiver of Recovery Endorsement	

Other Negotiated Insurance Terms: NONE

**EXHIBIT C**  
**CONTRACTOR/SERVICE PROVIDER CONFLICT OF INTEREST DESIGNATION**

The Political Reform Act<sup>1</sup> and the Chula Vista Conflict of Interest Code<sup>2</sup> (“Code”) require designated state and local government officials, including some Contractor/Service Providers, to make certain public disclosures using a Statement of Economic Interests form (Form 700). Once filed, a Form 700 is a public document, accessible to any member of the public. In addition, Contractor/Service Providers designated to file the Form 700 are also required to comply with certain ethics training requirements.<sup>3</sup>

A. Contractor/Service Provider **IS** a corporation or limited liability company and is therefore EXCLUDED<sup>4</sup> from disclosure.

B. Contractor/Service Provider is **NOT** a corporation or limited liability company and disclosure designation is as follows:

**APPLICABLE DESIGNATIONS FOR INDIVIDUAL(S) ASSIGNED TO PROVIDE SERVICES**

(Category descriptions available at [www.chulavistaca.gov/departments/city-clerk/conflict-of-interest-code](http://www.chulavistaca.gov/departments/city-clerk/conflict-of-interest-code).)

Name	Email Address	Applicable Designation
CSA San Diego	estela@c4sa.org	<input type="checkbox"/> <b>A. Full Disclosure</b> <input type="checkbox"/> <b>B. Limited Disclosure</b> (select one or more of the categories under which the Contractor shall file): <input type="checkbox"/> 1. <input type="checkbox"/> 2. <input type="checkbox"/> 3. <input type="checkbox"/> 4. <input type="checkbox"/> 5. <input type="checkbox"/> 6. <input type="checkbox"/> 7. Justification: <input checked="" type="checkbox"/> <b>C. Excluded from Disclosure</b>

**1. Required Filers**

Each individual who will be performing services for the City pursuant to the Agreement and who meets the definition of “Contractor/Service Provider,” pursuant to FPPC Regulation 18700.3, must file a Form 700.

**2. Required Filing Deadlines**

Each initial Form 700 required under this Agreement shall be filed with the Office of the City Clerk via the City's online filing system, NetFile, within 30 days of the approval of the Agreement. Additional Form 700 filings will be required annually on April 1 during the term of the Agreement, and within 30 days of the termination of the Agreement.

**3. Filing Designation**

The City Department Director will designate each individual who will be providing services to the City pursuant to the Agreement as *full disclosure*, *limited disclosure*, or *excluded from disclosure*, based on an analysis of the services the Contractor/Service Provider will provide. Notwithstanding this designation or anything in the Agreement, the Contractor/Service Provider is ultimately responsible for complying with FPPC regulations and filing requirements. If you have any questions regarding filing requirements, please do not hesitate to contact the City Clerk at (619)691-5041, or the FPPC at 1-866-ASK-FPPC, or (866) 275-3772 \*2.

Pursuant to the duly adopted City of Chula Vista Conflict of Interest Code, this document shall serve as the written determination of the Contractor’s requirement to comply with the disclosure requirements set forth in the Code.

**Completed by:** Stacey Kurz, Housing Manager

1 Cal. Gov. Code §§81000 *et seq.*; FPPC Regs. 18700.3 and 18704.

2 Chula Vista Municipal Code §§2.02.010-2.02.040.

3 Cal. Gov. Code §§53234, *et seq.*

4 CA FPPC Adv. A-15-147 (*Chadwick*) (2015); *Davis v. Fresno Unified School District* (2015) 237 Cal.App.4<sup>th</sup> 261; FPPC Reg. 18700.3 (Consultant defined as an “individual” who participates in making a governmental decision; “individual” does not include corporation or limited liability company).