



Additional Documents Distributed for the Special City Council Meeting July 19, 2017

Item No.	Agenda Item Description	Distributor	Document
6	Councilmember Communications	Robert S. Joe	PowerPoint, Re-opening of Senior Center Computer Lab
6	Councilmember Communications	Michael A. Cacciotti	PowerPoint, EV Charging Station; and Various Photos
7	City Manager Communications	Elaine Aguilar	PowerPoint, Flyer for 1) AGZA Green Zone Golf Course; 2) Movie in the Park; 3) Concerts in the Park; 4) National Night Out
PC	Public Comment	Al Benzoni, South Pasadena Resident	Handout, 1617 Monterey Road
PC	Public Comment	Christopher Sutton, Attorney for Caltrans Tenants	Handout, List of South Pasadena Caltrans Properties
14	Second Reading and Adoption of an Ordinance Amending the South Pasadena Municipal Code to Update the City of South Pasadena Historic Preservation Ordinance	Glen Duncan, South Pasadena Resident	Letter from National Trust for Historic Preservation
16	Approve an Amended and Restated Agreement with Acorn Technology Corporation for Information Technology Services	Lucy Demirjian, Assistant to the City Manager	Memo to Council
17	Authorize the City Manager to Execute a Professional Services Agreement with Nelson Nygaard Consulting Associates for Transportation Consulting Services to Identify Projects for the Remaining Measure R Funds	Margaret Lin, Principal Management Analyst	Memo to Council

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17	Authorize the City Manager to Execute a Professional Services Agreement with Nelson Nygaard Consulting Associates for Transportation Consulting Services to Identify Projects for the Remaining Measure R Funds	Andrea Fox, South Pasadena Resident	Handout, Families on Fremont; and Petition
18	Approval of a Letter to the Los Angeles County Metropolitan Transportation Authority Regarding Security on the Metro Gold Line	Margaret Lin, Principal Management Analyst	Memo to Council
22	Adoption of a Resolution Approving the Annual Auditor's Report and Authorizing the Collection of the Library Special Tax for Fiscal Year 2017-18	Steve Fjeldsted, Director of Library, Arts, and Culture	Memo to Council
26	Consideration of Whether to Transition from an At-Large Electoral System to a District-Based Electoral System for Members of the City Council	Anthony J. Mejia, Chief City Clerk	PowerPoint, Staff Presentation
26	Consideration of Whether to Transition from an At-Large Electoral System to a District-Based Electoral System for Members of the City Council	Anthony J. Mejia, Chief City Clerk	Memo to Council
26	Consideration of Whether to Transition from an At-Large Electoral System to a District-Based Electoral System for Members of the City Council	Carrie Adrian, Finance Commission	Email to Council
26	Consideration of Whether to Transition from an At-Large Electoral System to a District-Based Electoral System for Members of the City Council	Yusef Robb, Lisa Shah, Omar Robb, and Waverly Robb South Pasadena Residents	Email to Council
26	Consideration of Whether to Transition from an At-Large Electoral System to a District-Based Electoral System for Members of the City Council	Lois M. Shade, South Pasadena Resident	Email to Council

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26	Consideration of Whether to Transition from an At-Large Electoral System to a District-Based Electoral System for Members of the City Council	Ed Donnelly, South Pasadena Resident	Email to Council
26	Consideration of Whether to Transition from an At-Large Electoral System to a District-Based Electoral System for Members of the City Council	Harry & Clarice Knapp, South Pasadena Residents	Email to Council
26	Consideration of Whether to Transition from an At-Large Electoral System to a District-Based Electoral System for Members of the City Council	Stephen & Amy Lee, South Pasadena Residents	Email to Council
26	Consideration of Whether to Transition from an At-Large Electoral System to a District-Based Electoral System for Members of the City Council	Mark Dreskin, South Pasadena Resident	Email to Council
26	Consideration of Whether to Transition from an At-Large Electoral System to a District-Based Electoral System for Members of the City Council	Erik Gammell, South Pasadena Resident	Email to Council
26	Consideration of Whether to Transition from an At-Large Electoral System to a District-Based Electoral System for Members of the City Council	Susie Abajian, South Pasadena Unified School District Governing Board Member	Email to Council
30	Authorize the City Manager to enter into a Cooperative Agreement with the City of San Marino for the Sharing of Fire Department Command Staff	Paul Riddle, Deputy Fire Chief	PowerPoint, Staff Presentation

South Pasadena Senior Center Computer lab Re-opens



July 12, 2017



July 12, 2017. Computer lab Re-opens











FREE The South Pasadena Public Library
The Friends of the South Pasadena Library and
The South Pasadena Chinese American Club


South Pasadena Summer Arts Crawl

GALLERY SHOW AND LIVE MUSIC

Contemporary Paintings &
Chinese Sculptures by

SHENPING WANG

Featuring Live Music Performance at 7:30 pm by
Judy Ying
Highly Accomplished Traditional Chinese Guzheng Player



July 15
7-9 PM
Community Room
1115 El Centro Street



Doors open at 6:30 p.m.
No Tickets or Reservations Needed.

Special Thanks to
Suzanne Brown



City of South Pasadena
1414 Mission Street
South Pasadena, CA 91030
626-403-7210



MEDIA ADVISORY

CONTACT: Coby King - (310) 489-3280 coby@hpstrat.com

**City of South Pasadena, Elected Officials, and Health
and Environmental Organizations to Celebrate City as First in Nation
to have an “AGZA Green Zone Golf Course®”**

The City of South Pasadena will be joined by State Senator Anthony Portantino and health and environmental organizations to celebrate the City’s status as the first city in the nation to convert its municipal golf course to an “AGZA Green Zone Golf Course®.” Certified by the American Green Zone Alliance, the City was previously the first in the nation to convert all of its park and median maintenance to emission and gas-free equipment.

Working with its golf course maintenance contractor, Donovan Brothers Golf, LLC, the Arroyo Seco Golf Course is now maintained using electric equipment, which replaced equipment run on gasoline. The City’s action has significantly reduced air pollution and noise, and is another demonstration of the City’s commitment to sustainability to the benefit of residents and visitors.

EVENT: Announcement of Certification of Nation’s First AGZA Green Zone Golf Course® in South Pasadena

DATE: Friday, July 21, 2017, at Noon

LOCATION: Arroyo Seco Golf Course (ample parking available)
1055 Lohman Lane
South Pasadena, CA 91030

WHO: The Hon. Michael A. Cacciotti, Mayor, City of South Pasadena
The Hon. Anthony Portantino, State Senator
Michael Donovan, Donovan Bros Golf, Inc.
Nidia Erceg, Coalition for Clean Air
Ted Rueter Noise Free America: A Coalition to Promote Quiet
Daniel Mabe, Founder, American Green Zone Alliance

VISUALS: Electric golf course maintenance equipment, including riding mowers, blowers, etc.

A light lunch will be served immediately following the event.

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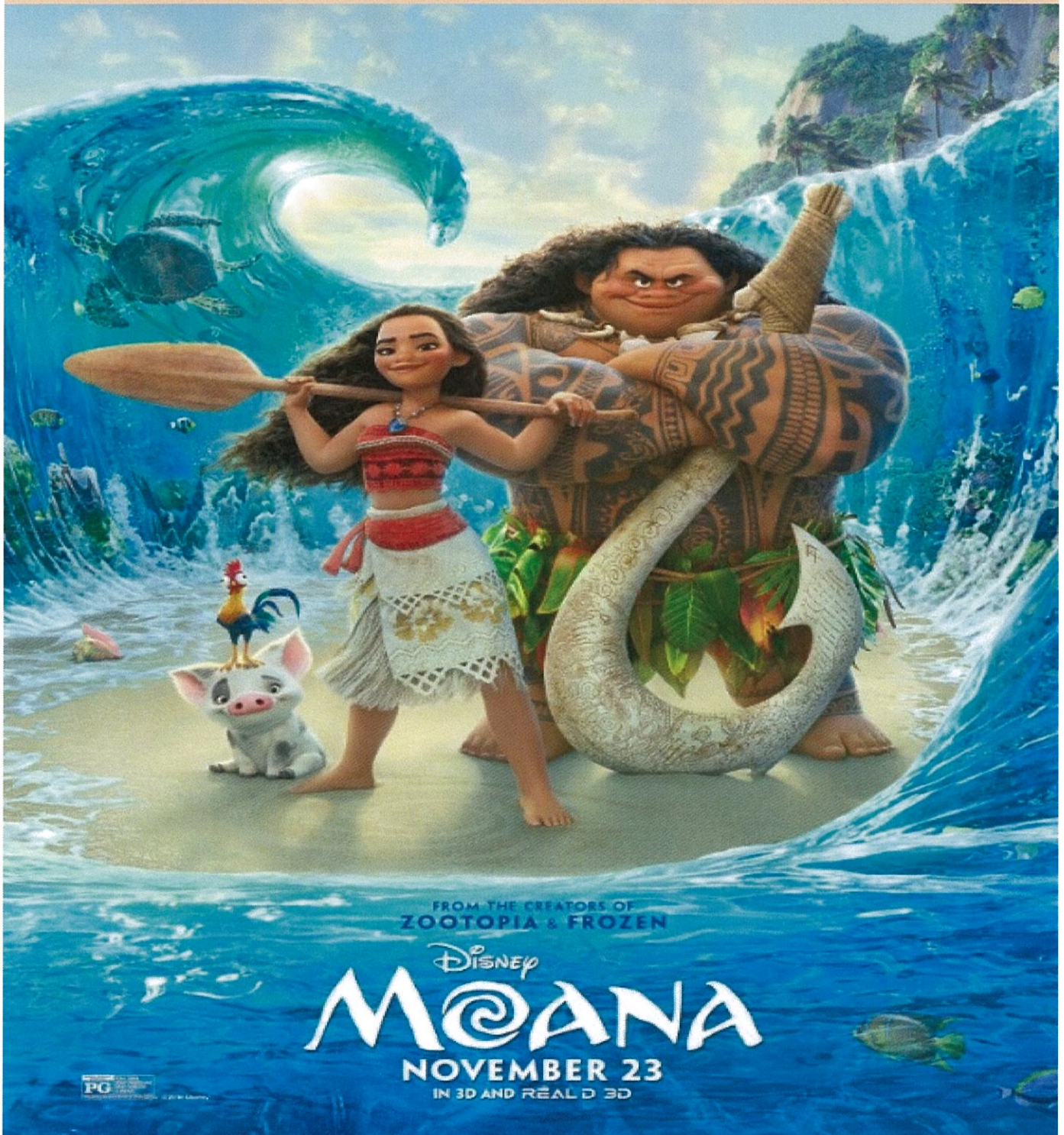
AGUILAR
Additional Material
AGENDA ITEM # 7
7/19/17 City Council Mtg.

Movie in the Park

July 21, 2017, at 7:00 p.m.

Garfield Park, 1000 Park Avenue, South Pasadena

Bring your blankets and low seat lawn chairs, and enjoy an evening of entertainment under the stars. Activities and snack bar will open at 7:00 p.m. Movie will begin at dusk, around 8:15pm.





City of South Pasadena

SUMMER 2017 Concerts In the Park

FREE!

5pm
to
7pm

EVERY
SUNDAY

Jul 9
to
Aug 13

Garfield Park
1000 Park Avenue

www.southpasadenaca.gov/events

JUL 09 GRATEFUL DADS
Rock/Rockabilly

JUL 30 ROBERT SARZO
Santana Tribute

JUL 16 THE FABULOUS ESQUIRES
Big Band

AUG 06 OPA OPA
Latin/Salsa

JUL 23 ESCAPE
Journey Tribute

AUG 13 CITY BEAT
R&B/Soul

THANK YOU TO OUR SPONSORS

TITLE SPONSOR

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Athens Services

Pansky Markle
Ham LLP
LA County Supervisor
Kathryn Barger



San Pascual Stables
Ellen's Silkscreening



CITY OF SOUTH PASADENA
COMMUNITY SERVICES DEPARTMENT

Free Admission

National Night Out

Orange Grove Park

815 MISSION ST

TUESDAY, AUGUST 1, 2017 • 6:00PM - 9:00PM



GAMES • FOOD • MUSIC • INFLATABLES & MORE!

EVENT IS DESIGNED TO STRENGTHEN RELATIONSHIPS IN OUR COMMUNITY
AND CONTINUE TO DEMONSTRATE RELATIONSHIPS WITH PUBLIC SAFETY,
POLICE AND FIRE DEPARTMENTS AND VARIOUS OTHER CITY COMPONENTS.

Submitted by: Al Benzoni

SP CITY COUNCIL, JULY 21 2017
PUBLIC COMMENTS

Al Benzoni
1617 Monterey Rd

7/19/2017

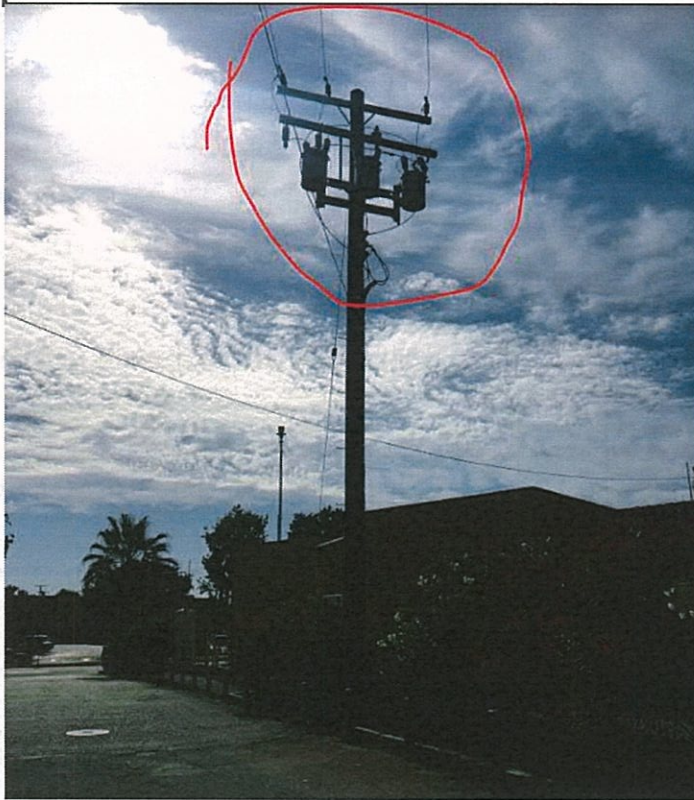
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Additional Material
AGENDA ITEM # PC
7/19/17 City Council Mtg.

SERVICE REQUESTS & ADHERENCE TO SPMC CODE /COA

- I. **Request to City Council - implement an automated database system for service requests** that serves as a database for Service Requests to the City. To include automated standards of response including time to respond, assigned prioritization, nature of request(categories), traceable and linked to related requests, substantiation based response referencing SPMC or policy or the "No response". LA uses a 311 App and responds on same day, perhaps something similar could be considered : <https://www.lacity.org/311-services/mobile-apps-and-sites/myla311>
- II. **City Staff Adherence to SP MC needs greater attention & transparency**, decisions should be substantiated/reasoned based on code and practice, traceable, as the selective (lack of)adherence is readily evident and apparently not considered to be problematic.
 - Example_Two tree cases related to SPMC Chapter 34 (Trees) for H2 station project → 108" cum. trunk diameter removed and replaced with bushes and a utility pole supporting 3-100kVA transformers
 - 28" diameter Palm tree was cut/removed without permit (all records are available to prove this) in anticipation of construction, reported to Public Works in November 2015.
 - Approved removal of an 80" DBH trunk diameter (with >40' canopy) Chinese Elm tree and **zero** replacement trees on the lot. Following the City SPMC 34, if an application to remove a tree is granted by PW, anyone who provided comment on the application is by code SPMC 34.6 allowed a 15 day notice before the decision is final and per Division 36.610. can appeal the tree removal approval. Public Works approved this particular tree permit and **no notice of approval was sent**, thus **denying due process**. I would have appealed the tree removal without any onsite tree replacements and would support with onsite (like effect) tree replacements. The tree canopy shaded considerable (>1k ft²) paved area and reduced heating effect of SE corner. This "green" project removed ~108" DBH trunk diameter of trees with out any onsite tree replacements and all not adhering to SPMC.
 - Question to City Council " Who **provides oversight for tree permits related Public Works action/inaction**– NREC, **what is the process to bring** Public Works lack of oversight issues ? Or is any/everyone able to freely remove trees or is **there a qualification list to grant such special privileges?** / List of all tree approved **tree removal permits should be posted online** in timely fashion, similar to building permits.

H2 _ FOSSIL FUEL REPLACEMENT FOR FOSSIL FUEL



80" diameter Chinese Elm Tree Replacement,
three 100 kVA transformers on ~40'H pole

7/19/2017

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H2 CUP MODIFICATION, RE:CONDITIONS OF APPROVAL NOT MET

GIFTING OF CITY FUNDS, GRANT OF SPECIAL PRIVILEGE

- 1) Approved plan drawing and a letter from City (10/26/16) to applicant stated the need for a permit and that the wall extension must meet the City's Design Code.
 - March 16 2016 Appeal, CC added 3 Conditions of Approval (COA) for the CUP Mod., one was for **an increase in height separation wall to 8'** between residential and commercial property, item **59**.
 - Extension was built in early March (noticed on 3/3/17) without any permit, permit was pulled to paper the work on 4/5/17, signed off on 4/10/17. Design was modified after I protested >4" holes and design. Design does not meet code as stated in SPMC, as **it is not solid/opaque and does not match any existing design element** on gas station property.
 - ~~Shall I appeal this to DRB?~~
- II) **Street re-paving**, COA item **48** required Applicant to replace one inch existing asphalt on Monterey Rd pavement along property line. This has not been satisfied, this is akin to illegal act **of gifting of public funds**.
- III) **H2 dispenser operating hours**, COA #**1** required H2 operation hours to be inside of 6AM-10PM, and not open 24-7days/week as it now is. Dispenser is open 24/7
- IV) **H2 Delivery Truck Route (COA 53) –safety matter**. H2 unloading fill truck has parked across the sidewalk and **forces pedestrian into street**. Planning Commission discussed this and discussed the Safe Route to School re:this matter. The **safety of the public** has been put at risk due to inability to fit H2 truck on lot. Was brought to Code Enforcement attention and no action was observed, then brought to SP Police's attention and the practice on weekdays appeared to change. Weekends the operator still park across sidewalk. Also meet COA **15** , re:delivery hours after 7:00 AM

COA #59-TRANSPARENT SEPARATION WALL HEIGHT EXTENSION,
DISREGARDING CITY CODE

SPMC 36.300.070 Screening.

B. Screening between different land uses. An **opaque** screen consisting of plant material and/or a **solid**, decorative masonry wall or **wood** fence, a minimum of six feet in height, shall be installed along parcel boundaries whenever a nonresidential use adjoins a residential zoning district. The maximum height of the wall shall comply with the provisions of Section 36.300.050 (Walls, Fences, and Hedges). The design of the wall **shall be compatible with adjoining structures** and the adjacent neighborhood, subject to approval by the appropriate Review Authority.



>5.5" GAP for light
and sound

Customer auto
headlights thru kitchen
sink window thru the "wall"



COA 15_ H2 FILL TRUCK BLOCKING SIDEWALK

Complete Disregard for the Public/Pedestrian Safety –forces pedestrians into street / Well travelled route to middle school (SRTS)

Last date noticed across sidewalk was Saturday June 4 2017 /Also violates COA #15 start before 7:00 AM



7/19/2017

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Submitted by: CHRIS DUTTON

South Pasadena Caltrans Properties
(Listed roughly north to south)

* Denotes part of 2017 sales process.

No.	Assessor #	Caltrans #	Street Address	Current Use	City	State	Zip	Tenant / Prior
	5317-007-904	68584-0001	1015 Columbia St	SFR	South Pasadena	CA	91030-	
	5317-007-903	41452-0001	215 Fairview Ave	Vacant Lot	South Pasadena	CA	91030-	
	5317-007-902	68575-0002	226 1/2 Beacon Ave	duplex	South Pasadena	CA	91030-	
	5317-007-902	68575-0001	226 Beacon Ave	duplex	South Pasadena	CA	91030-	
	5317-007-901	68829-0001	225 Fairview Ave	SFR	South Pasadena	CA	91030-	
	5317-007-900	68576-0001	311 Fairview Ave	SFR	South Pasadena	CA	91030	
	5317-009-909	61294-0001	532 Meridian Ave*	SFR	South Pasadena	CA	91030-	
	5317-009-908	43578-0001	1011 Foothill St	SFR	South Pasadena	CA	91030-	
	5317-009-907	47425-0001	1019 Foothill St	SFR	South Pasadena	CA	91030-	
	5317-009-906	61157-0001	1021 Foothill St	SFR	South Pasadena	CA	91030-	
	5317-009-905	49741-0001	1035 Foothill St	SFR	South Pasadena	CA	91030-	
	5317-009-904	45724-0001	1041 Foothill St	SFR	South Pasadena	CA	91030-	
	5317-009-903	47416-0001	508 Meridian Ave	Garden?	South Pasadena	CA	91030-	
	5317-009-902	68530-0001	1030 Foothill St	SFR	South Pasadena	CA	91030-	
	5317-009-901	68528-0001	1005 Buena Vista Ave	SFR	South Pasadena	CA	91030-	
	5317-010-900	68517-0001	1107 Foothill St	SFR	South Pasadena	CA	91030-	
	5317-011-900	47409-0001	316 Fairview Ave	SFR	South Pasadena	CA	91030-	
	5317-012-906	61337-0001	216 Fairview Ave	SFR	South Pasadena	CA	91030-	
	5317-012-905	61338-0001	1109 Columbia	SFR	South Pasadena	CA	91030-	
	5317-012-904	49685-0001	1101 Columbia	SFR	South Pasadena	CA	91030-	
	5317-012-903	45857-0001	302 Fairview Ave	SFR	South Pasadena	CA	91030-	
	5317-012-902	68600-0001	225 Fremont Ave	SFR	South Pasadena	CA	91030-	
	5317-012-901	68599-0001	217 Fremont Ave	SFR	South Pasadena	CA	91030-	
	5317-012-900	68598-0001	1131 Columbia	SFR	South Pasadena	CA	91030-	
	5317-036-905	61159-0001	533 Prospect Ave*	SFR	South Pasadena	CA	91030-	
	5317-036-904	68626-0001	529 Prospect Ave*	SFR	South Pasadena	CA	91030	
	5317-036-903	67558-0001	534 Orange Grove Ave*	SFR	South Pasadena	CA	91030	
	5317-036-902	68269-0001	511 Prospect Ave*	SFR	South Pasadena	CA	91030	
	5317-036-901	67320-0001	495 Prospect Ave*	SFR	South Pasadena	CA	91030	
	5317-036-900	68635-0001	530 Orange Grove Ave*	SFR	South Pasadena	CA	91030	
	5317-035-901	44428-0001	540 Prospect Ave*	SFR	South Pasadena	CA	91303	
	5317-035-900	68509-0001	535 Meridian Ave*	SFR	South Pasadena	CA	91030-	
	5317-034-900	68553-0001	400 Prospect Circle*	SFR	South Pasadena	CA	91030-	
	5315-011-904	68499-0001	1107 Grevelia St	vacant lot	South Pasadena	CA	91030-	
	5315-011-903	68500-0001	1109 Grevelia St*	SFR	South Pasadena	CA	91030-	
	5315-012-904	41787-0001	1028 Magnolia St	Garden	South Pasadena	CA	91030-	
	5315-012-903	68494-0002	1037 Grevelia St	Multi-Resident	South Pasadena	CA	91030-	
	5315-012-903	68494-0001	1039 Grevelia St	Multi-Resident	South Pasadena	CA	91030-	

Additional Material
AGENDA ITEM # **PC**
7/19/17 City Council Mtg.

South Pasadena Caltrans Properties
(Listed roughly north to south)

* Denotes part of 2017 sales process.

5315-013-907	62423-0002	1010 Hope St	SFR	South Pasadena	CA	91030-
5315-013-906	68439-0001	726 Meridian	Duplex	South Pasadena	CA	91030-
5315-013-906	68439-0002	726 Meridian	Duplex	South Pasadena	CA	91030-
5315-013-904	68453-0001	705 Fairview Ave	Multi-Resident	South Pasadena	CA	91030-
5315-013-904	68453-0002	707 Fairview Ave	Multi-Resident	South Pasadena	CA	91030-
5315-013-904	68453-0003	709 Fairview Ave	Multi-Resident	South Pasadena	CA	91030-
5315-013-904	68453-0004	711 Fairview Ave	Multi-Resident	South Pasadena	CA	91030-
5315-013-904	68453-0005	1041 Magnolia St	Multi-Resident	South Pasadena	CA	91030-
5315-013-904	68453-0006	1043 Magnolia St	SFR	South Pasadena	CA	91030-
5315-015-901	61161-0002	1136 Glendon Way	Duplex	South Pasadena	CA	91030-
5315-015-901	61161-0001	1134 Glendon Way	Duplex	South Pasadena	CA	91030-
5315-015-900	61162-0001	1110 Glendon Way	SFR	South Pasadena	CA	91030-
5315-016-900	68463-0001	626 Prospect Ave*	SFR <i>enr</i>	South Pasadena	CA	91030-
5315-018-902	68355-0001	1131 Glendon Way*	SFR	South Pasadena	CA	91030-
5315-018-901	74836-0001	852 Monterey Road*	SFR	South Pasadena	CA	91030-
5315-018-900	N/A	'San Gabriel Assn Land'		South Pasadena	CA	91030-

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JMT/S

5314-026-938	74835-0001	887 Flores de Oro	SFR	South Pasadena	CA	91030-
5314-023-901	67897-0001	1325 Meridian	SFR	South Pasadena	CA	91030-
5314-023-900	61163-0001	1321 Meridian	SFR	South Pasadena	CA	91030-

5314-022-902	68347-0001	916 Lyndon St	SFR	South Pasadena	CA	91030-
5314-022-901	67109-0001	911 Monterey Road	SFR	South Pasadena	CA	91030-
5314-022-900	67102-0001	903 Monterey Road	SFR	South Pasadena	CA	91030-

5314-021-900	68353-0001	863 Monterey Road*	SFR	South Pasadena	CA	91030-
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5314-020-900	68328-0001	854 Bank St	SFR	South Pasadena	CA	91030-
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5314-018-900	68327-0001	845 Bank St	SFR	South Pasadena	CA	91030-
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5314-017-901	68310-0001	807 Rollin St	Vacant Lot	South Pasadena	CA	91030-
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5310-035-901	68213-0001	816 Bonita Dr*	SFR	South Pasadena	CA	91030-
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5310-035-900	61158-0001	910 Bonita Dr*	SFR	South Pasadena	CA	91030-
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5310-034-900	68222-0001	726 Bonita Ave	SFR	South Pasadena	CA	91030-
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5310-033-901	61345-0001	1821 Meridian Ave*	SFR	South Pasadena	CA	91030-
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5310-033-900	62862-0002	907 Summit Dr	Duplex	South Pasadena	CA	91030-
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5310-033-900	62882-0001	905 Summit Dr	Duplex	South Pasadena	CA	91030-
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5310-031-903	67567-0001	1707 Meridian*	SFR	South Pasadena	CA	91030-
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5310-031-902	67022-0001	1722 Gillette Cres	SFR	South Pasadena	CA	91030-
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5310-031-901	68282-0001	1724 Gillette Cres	SFR	South Pasadena	CA	91030-
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South Pasadena Caltrans Properties
(Listed roughly north to south)

* Denotes part of 2017 sales process.

5310-031-900		Gillette Cres (no #)		South Pasadena	CA	91030-
5310-028-900	45423-0001	1832 Gillette Crescent	Multi-residential	South Pasadena	CA	91030-
5310-028-900	45423-0002	705 Bonita Dr*	Multi-residential	South Pasadena	CA	91030-
5310-022-901	44538-0001	885 Oneonta Dr*	SFR	South Pasadena	CA	91030-
5310-022-902						
5310-022-903						
5310-021-903	75393-0001	2018 Alpha Ave	SFR	South Pasadena	CA	91030-
5310-021-902	68676-0001	773 Bonita Dr*	SFR	South Pasadena	CA	91030-
5310-021-901	67332-0001	801 Bonita Dr*	SFR	South Pasadena	CA	91030-
5310-020-906	68673-0001	815 Bonita Dr*	SFR	South Pasadena	CA	91030-
5310-020-904	41597-0001	821 Bonita Dr	SFR	South Pasadena	CA	91030-
5310-020-904	68671-0002	825 Bonita Dr	Duplex	South Pasadena	CA	91030-
5310-020-904	68671-0001	823 Bonita Dr*	Duplex	South Pasadena	CA	91030-
5310-020-903	67556-0001	901 Bonita Dr*	SFR	South Pasadena	CA	91030-
5310-020-902	68670-0001	822 Valley View*	SFR	South Pasadena	CA	91030-
5310-020-901	68667-0001	808 Valley View Rd.*	SFR	South Pasadena	CA	91030-
5310-018-904	60763-0001	2007 Cambridge Pl.*	SFR	South Pasadena	CA	91030-
5310-018-903	45699-0001	2011 Cambridge Pl.*	SFR	South Pasadena	CA	91030-
5310-018-902	47924-0001	2028 Berkshire Ave*	SFR	South Pasadena	CA	91030-
5310-018-901	64544-0001	2006 Berkshire Dr	Vacant Lot	South Pasadena	CA	91030-
5310-017-901	47407-0001	2035 Berkshire Ave*	SFR	South Pasadena	CA	91030-
5310-017-900	68168-0001	2042 Alpha St	SFR	South Pasadena	CA	91030-
5319-034-900	68232-0001	1101 Pine St*	SFR	South Pasadena	CA	91030-

* Denotes part of 2017 sales process.

Prior Caltrans Properties Sold

Year Sold	Assessor #	Caltrans #	Address	Land Use	City	State	Zip	2017 Owner
2001	5310-018-024		2002 Berkshire Ave	SFR	South Pasadena	CA	91030-	Amaya
2016	5310-020-026		Bonita Drive	vacant lot	South Pasadena	CA	91030-	PD Home LLC
2016	5310-020-029		Bonita Drive	vacant lot	South Pasadena	CA	91030-	West Coast
1999	5310-029-020	68251-0001	1804 Gillette Cres	SFR	South Pasadena	CA	91030-	Esperanza Inc.
1998	5310-031-022	68260-0001	1732 Gillette Cres	SFR	South Pasadena	CA	91030-	Skogstrom
1999	5315-012-048	67557-0001	1021 Grevelia St	SFR	South Pasadena	CA	91030-	Esperanza Inc
1999	5315-012-049	68487-0001	1025 Grevelia St	SFR	South Pasadena	CA	91030-	Esperanza Inc
1999	5315-012-050	56164-0001	1014 Magnolia St	SFR	South Pasadena	CA	91030-	Esperanza Inc
1999	5317-008-024	68561-0001	1014 Buena Vista St	SFR	South Pasadena	CA	91030-	Esperanza Inc
2005	5317-008-025	45023-0001	1033 Highland St	SFR	South Pasadena	CA	91030-	Nickelson
1999	5317-009-007		1020 Foothill St	SFR	South Pasadena	CA	91030-	Platte
1995	5317-009-027	47416-0001	512 Meridian Ave	SFR	South Pasadena	CA	91030-	Lucio Franco
1999	5317-009-028	43361-0001	1033 Buena Vista St	SFR	South Pasadena	CA	91030-	Esperanza Inc
1999	5317-009-029	68529-0001	1023 Buena Vista St	SFR	South Pasadena	CA	91030-	Madigan
2000	5317-010-014		1138 Foothill St	SFR	South Pasadena	CA	91030-	Xu
1998	5317-010-022		1106 Foothill St	SFR	South Pasadena	CA	91030-	Vega
1996	5317-010-036	68537-0001	1109 Buena Vista St	SFR	South Pasadena	CA	91030-	Hoadley
1997	5317-010-037	67001-0001	1133 Buena Vista St	SFR	South Pasadena	CA	91030-	Wang
1999	5317-010-038	68528-0001	1108 Foothill St	SFR	South Pasadena	CA	91030-	Esperanza Inc
1998	5317-010-039	68533-0001	1102 Foothill St	SFR	South Pasadena	CA	91030-	Hutagalung
1999	5317-011-012	49684-0001	408 Fairview Ave	SFR	South Pasadena	CA	91030-	Harris
1997	5317-011-026	61156-0001	1120 Buena Vista St	SFR	South Pasadena	CA	91030-	Clausen
2002	5317-011-027		415 Fremont Ave	SFR	South Pasadena	CA	91030-	Barba
1997	5317-011-028	67152-0001	315 Fremont Ave	SFR	South Pasadena	CA	91030-	Ryan
	5317-011-024							
1998	5317-011-029	68590-0001	320 Fairview Ave	SFR	South Pasadena	CA	91030-	Moss
2002	5317-011-031		411 Fremont Ave	SFR	South Pasadena	CA	91030-	Chiu Trust
2002	5317-011-032		330 Fairview Ave	SFR	South Pasadena	CA	91030-	Hittner
2002	5317-011-033		328 Fairview Ave	SFR	South Pasadena	CA	91030-	Hittner
2002	5317-011-034		319 Fremont Ave	SFR	South Pasadena	CA	91030-	Fox Family Tr
2002	5317-011-035		325 Fremont Ave	SFR	South Pasadena	CA	91030-	Pinto
1997	5317-011-036	68102-0001	1124 Buena Vista St	SFR	South Pasadena	CA	91030-	Serrano
1999	5317-011-037	67159-0001	1134 Buena Vista St	SFR	South Pasadena	CA	91030-	Esperanza Inc
1997	5317-011-038	47408-0001	329 Fremont Ave	SFR	South Pasadena	CA	91030-	Ohlsson Trust
2002	5317-011-039	68603-0001	311 Fremont Ave	SFR	South Pasadena	CA	91030-	De Lugo
1999	5317-012-030	62997-0001	221 Fremont Ave	SFR	South Pasadena	CA	91030-	Esperanza Inc
1998	5317-012-031	67901-0001	1127 Columbia St	SFR	South Pasadena	CA	91030-	Kaplan
1998	5317-012-032		1117 Columbia Lane	SFR	South Pasadena	CA	91030-	Aranda
1999	5319-033-028	68300-0001	1106 Pine St	SFR	South Pasadena	CA	91030-	Esperanza Inc
1997	5319-034-016	68934-0001	1100 Beech St	SFR	South Pasadena	CA	91030-	Galbraith
1997	5135-015-046	62914-0001	1119 Meridian Ave	SFR	South Pasadena	CA	91030-	Roberto
1998	5135-016-045		631 Meridian Ave	SFR	South Pasadena	CA	91030-	Frederick
	5314-017-024	68311-0001	815 Rollin St	SFR	South Pasadena	CA	91030-	Baldi
	5315-015-030	68358-0002	910 Monterey Rd	SFR	South Pasadena	CA	91030-	Schermerhorn
	5315-015-030	68358-0001	908 Monterey Rd	SFR	South Pasadena	CA	91030-	Schermerhorn



**National Trust for
Historic Preservation**

Save the past. Enrich the future.

July 16, 2017
VIA EMAIL

Re: Proposed Revisions to South Pasadena's Cultural Heritage Ordinance

To Interested Parties:

It is my understanding that South Pasadena—a city known for its strong tradition of protecting historic resources—is considering revisions to its existing Cultural Heritage Ordinance. The National Trust Law Division received a request from one of our long-standing members in South Pasadena for guidance on two issues, with the understanding that it could be shared with decision makers. I hope the following response is helpful.

The first issue is whether the South Pasadena's Cultural Heritage Ordinance should be amended to eliminate eligibility for landmark status as a trigger for review, in addition to actual listing. The second issue is whether properties that are eligible for listing, but not yet listed (either at a local, state or federal level), should trigger CEQA review.

My response to the first question is no: We would not recommend eliminating eligibility for listing from South Pasadena's Cultural Heritage Ordinance. In my view, one of the strongest features of South Pasadena's existing law is the way the ordinance requires consideration of eligibility for listing, in addition to actual listing. This is a positive aspect of the ordinance and maximizes protection for historic and cultural resources.

One could argue that using eligibility for listing, in addition for formal listing, is a best practice. In fact, eligibility for listing is considered in a similar way under federal law. For example, Section 106 of the National Historic Preservation Act, the chief federal law for protecting nationally significant historic resources, is triggered whenever a federal undertaking has the potential to affect any historic property listed in or eligible for listing in the National Register of Historic Places.

Thus, eligibility determinations are commonly used in the federal historic preservation program, in recognition of the fact that historic resources may not yet be documented or designated. The standards used to determine eligibility for listing are the same ones used for formal listing in the National Register, ensuring that eligibility determinations aren't made arbitrarily. And any reference in the local ordinance to "potential eligibility," in my opinion, does not create a different standard. To the extent that the local ordinance does not make this clear, the commission could adopt guidance

cc: Council; CM; CA; CCC; P & B; Reference Binder; LF;
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requiring determinations of eligibility to be made using the same standards used for listing.

Finally, to the extent that the argument has been raised, I cannot think of any way having an eligibility trigger for commission review would increase—in any way—litigation risk for the city based on a theory of regulatory takings. That position simply does not reflect the legal landscape in takings jurisprudence. Courts have routinely rejected lawsuits by property owners against local governments based on landmark designations alone. Eligibility determinations would be no different because like formal listings, the fact of listing (or eligibility for listing) does not deprive property owners of all economically viable use of their property rights (the Supreme Court of the United States's test under *Lucas v. South Carolina Coastal Council*), or otherwise violate the balancing test currently applied by the Supreme Court in its landmark *Penn Central* case. Therefore, takings claims would not pose a serious threat.

Second, historic properties, even if not formally listed under local, state, or federal law, can be appropriately considered for purposes of CEQA review if they are eligible for listing. CEQA review considers historic properties broadly as follows: "[t]he fact that a resource is not listed in, or determined to be eligible for listing in, the California Register of Historical Resources, not included in a local register of historical resources, or not deemed significant pursuant to criteria set forth in subdivision (g) of Section 5024.1 shall not preclude a lead agency from determining whether the resource may be an historical resource for purposes of this section." Cal Pub Resources Code § 21084.1.

Moreover, I would note that the standard of eligibility for the California Register differs from the National Register. For example, the standard of "integrity" is less stringent at the state level. There are many residential properties that would not qualify for National Register listing because of alterations, but would qualify for the California Register, and therefore trigger CEQA's procedural protections.

California courts have likewise supported a broad definition of historic resources to include resources eligible for listing in addition to those formally listed. For example, in the Montgomery Ward Building case in 1997, the City of Oakland attempted to argue that designation of the building was necessary to confer protections under CEQA. The court disagreed holding "[w]e decline to adopt the position suggested by respondents that nothing less than official designation of a building as historic in a recognized register suffices to trigger CEQA requirements. The language of sections 21084.1 and 5020.1 does not demand formal listing of a resource in a national, state or local register as a prerequisite to 'historical' status. The statutory language is more expansive and flexible."

The court went on to state the important policy rationale for the rule, "if historical resources were limited to properties actually listed, owner resistance to inclusion or mere government inaction might forestall preparation of an EIR for a worthy structure, a

result certainly not sanctioned by CEQA. *League for Protection of Oakland's etc. Historic Resources v. City of Oakland*, 52 Cal. App. 4th 896, 907 (1997).

Please let me know if a follow-up conversation would be helpful or if your city's attorney, council members, or commission members would like to discuss issues related to eligibility. We hope this information will be helpful to all of you as you consider revisions to South Pasadena's local ordinance. I will be on vacation until Monday, July 24, but could speak anytime that week when I return.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "William J. Cook". The signature is fluid and cursive, with a long horizontal stroke at the end.

William J. Cook
Associate General Counsel

cc: Mayor Michael Cacciotti
Mayor Pro-Tem Dr. Richard Schneider
Councilmember Robert Joe
Councilmember Dr. Marina Khubesrian
Councilmember Diana Mahmud
Elaine Aguilar, City Manager
Terese Highsmith, City Attorney
David Watkins, Dir, Planning & Building
John Mayer, Senior Planner

Cultural Heritage Commission
Deborah Howell-Ardila, Chair
Mark Gallatin, Vice-Chair
Steven Friedman
John Lesak
Rebecca Thompson



City of South Pasadena Management Services

Memo

Date: July 19, 2017

To: The Honorable City Council

Via: Elaine Aguilar, City Manager

From: Lucy Demirjian, Assistant to the City Manager

Re: July 19, 2017, City Council Meeting, Item No. 16 Additional Document –
[Approve an Amended and Restated Agreement with Acorn Technology Corporation for Information Technology Services]

Attached is an additional document which provides a revised Professional Services Agreement and revised Scope of Services document with minor changes including:

- Language added to the Professional Services Agreement Section 2.0 (Compensation and Billing) to set an Annual Maximum Amount equivalent to the total amount allocated in the adopted Budget for Information Technology Professional Services.
- Language added to the Scope of Services document Section 5a (Data Backup for Disaster Recovery Strategy) for further clarification.

CC: Council; CM; CA; CCC; Reference Binder; LF;
Original to 7/19/17 ADDL Docs

Additional Material
AGENDA ITEM # 16
7/19/17 City Council Mtg.

AMENDED AND RESTATED
PROFESSIONAL SERVICES AGREEMENT
BETWEEN CITY OF SOUTH PASADENA
AND
ACORN TECHNOLOGY CORPORATION

THIS AMENDED AND RESTATED AGREEMENT (“Agreement”) is made and entered into this ____16 day of July, 2017 by and between the CITY OF SOUTH PASADENA, a municipal corporation (“City”) and ACORN TECHNOLOGY CORPORATION (“Consultant”).

W I T N E S S E T H :

A. WHEREAS, City entered into an agreement with Consultant in December 2014 for the services of Consultant as an independent contractor to provide information technology (“IT”) services, as more fully described herein; and

B. WHEREAS, Consultant has previously demonstrated that it has that degree of specialized expertise contemplated within California Government Code, Section 37103, and holds all necessary licenses to practice and perform the services herein contemplated; and

C. WHEREAS, City and Consultant desire to continue to contract for the specific services described in Exhibit “A” (“Scope of Services”) to this Agreement and desire to set forth their rights, duties and liabilities in connection with the services to be performed; and

D. WHEREAS, no official or employee of City has a financial interest, within the provisions of Sections 1090-1092 of the California Government Code, in the subject matter of this Agreement.

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

1.0. SERVICES PROVIDED BY CONSULTANT

1.1. Scope of Services. Consultant shall provide the professional services described in the “Scope of Services” attached hereto and incorporated into this Agreement as Exhibit “A.”

1.2. Professional Practices. All professional services to be provided by Consultant pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields and circumstances in accordance with sound professional practices. It is understood that in the exercise of every aspect of its role, within the scope of work, Consultant will be representing the

City, and all of its actions, communications, or other work, during its employment, under this Agreement is under the direction of the City. Consultant also warrants that it is familiar with all laws that may affect its performance of this Agreement and shall advise City of any changes in any laws that may affect Consultant's performance of this Agreement.

1.3 Familiarity with Work. By execution of this Agreement, Consultant warrants that:

(1) It has thoroughly investigated and considered the work to be performed, based on all available information; and

(2) It carefully considered how the work should be performed; and

(3) It fully understands the difficulties and restrictions attending the performance of the work under this Agreement; and

(4) It has the professional and technical competency to perform the work and the production capacity to complete the work in a timely manner with respect to the scope of services.

1.4. Performance to Satisfaction of City. Consultant agrees to perform all the work to the complete satisfaction of the City and within the time frame hereinafter specified. Consultant agrees that the services to be rendered pursuant to this Agreement shall be performed in accordance with the standards customarily provided by an experienced and competent professional organization rendering the same or similar services. Evaluations of the work will be done by the City Manager or his designee. If the quality of work is not satisfactory, City in its discretion has the right to:

(a) Meet with Consultant to review the quality of the work and resolve the matters of concern;

(b) Require Consultant to repeat the work at no additional fee until it is satisfactory; and/or

(c) Terminate the Agreement as hereinafter set forth.

1.5. Warranty. Consultant warrants that it shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement. Except for the Police Department Network Access services, systems or devices for which Domain Administration rights have been authorized as described in the Scope of Work, Consultant shall indemnify and hold harmless City from and against all claims, demands,

payments, suits, actions, proceedings, and judgments of every nature and description including attorneys' fees and costs, presented, brought, or recovered against City for, or on account of any liability under any of the above-mentioned laws, which may be incurred by reason of Consultant's performance under this Agreement.

1.6. Non-discrimination. In performing this Agreement, Consultant shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religion, color, national origin, ancestry, age, physical handicap, medical condition, marital status, sexual gender or sexual orientation, except as permitted pursuant to Section 12940 of the Government Code. Consultant will take affirmative action to ensure that that employees are treated during employment, without regard to their race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition, or sexual orientation.

1.7. Non-Exclusive Agreement. Consultant acknowledges that City may enter into agreements with other consultants for services similar to the services that are subject to this Agreement.

1.8. Confidentiality. Employees of Consultant in the course of their duties may have access to financial, accounting, statistical, and personnel data of private individuals and employees of City. Consultant covenants that all data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without written authorization by City. City shall grant such authorization if disclosure is required by law. All City data shall be returned to City upon the termination of this Agreement. Consultant's covenant under this Section shall survive the termination of this Agreement.

1.9. Key Personnel. It is the intent of both parties to this Agreement that Consultant shall make available the professional services of the personnel set forth in Exhibit "A", who shall coordinate directly with City. Any substitution of key personnel must be approved in advance by City's Representative and the Agreement shall be amended to reflect the changes. Notwithstanding the foregoing, Consultant shall submit to the City for advance approval the name of any proposed on-site IT Analyst.

2.0. COMPENSATION AND BILLING

2.1. Compensation. For performing and completing services Pursuant to Exhibit "A" Scope of Services, Consultant shall be compensated by City for its services as provided below:

City will pay the following to the Contractor for services performed:

Professional Fees:

Consultant's billable hourly rate shall be as set forth in Exhibit "A.". Consultant agrees to maintain billable hourly rates at the amounts set forth in Exhibit A. The Parties acknowledge that the hourly rates set forth in Exhibit A reflect the revised rates which are applicable from July 1, 2017 through June 30, 2020. The applicable billable rates that are in effect during the term of the Amended and Restated Agreement are the billable rates listed in the Annual Commitment column in Exhibit A except when the parties agree to the contrary as provided for in Section 4.3. In no event shall the highest total compensation and costs payable to Consultant on an annual basis exceed \$185,200 ("Annual Maximum Amount"). Consultant shall notify the Agreement administrator in writing when fees and reimbursable expenses incurred under this Agreement have reach eighty percent (80%) of the Annual Maximum Amount.

Reimbursable Expenses: Reimbursable expenses shall be limited to actual expenditures of Consultant for expenses that are necessary for the proper completion of the services and shall only be payable if specifically authorized in advance by City.

2.2. Additional Services. Consultant shall not receive compensation for any services provided outside the scope of services specified in the Consultant's Proposal unless the City approves such additional services in writing prior to Consultant performing the additional services. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation are barred and are unenforceable. Any work requested by the City which falls outside the Scope of Services set forth in Exhibit A to the Agreement shall be memorialized in a written Change Order reflecting a negotiated billing rate prior to performance of any such additional services.

2.3. Method of Billing. Within 10 calendar days following the end of the preceding month in which services are performed or expenses are incurred under this Agreement, Consultant shall submit an invoice to the City. Said invoice shall be based on the total of all Consultant's services which have been completed to City's sole satisfaction. City shall pay Consultant's invoice within forty-five (45) days from the date City receives said invoice. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

Consultant shall submit invoices to the City at the following address:

Management Services Department—General Services
City of South Pasadena
1414 Mission Street
South Pasadena, CA 91030

The invoice submitted pursuant to this paragraph shall show the:

- 1) Project name/description;
- 2) Name and hours worked by each person who performed services during the billing period;
- 3) The title/classification under which they were billed;

- 4) The hourly rate of pay;
- 5) Actual out-of-pocket expenses incurred in the performance of services; and,
- 6) Other such information as the City may reasonably require.

2.4. Records and Audits. Consultant shall maintain full and accurate records with respect to all services and matters covered under this Agreement. City shall have free access at all reasonable times to such records, and the right to examine and audit the same and to make transcripts therefrom, and to inspect all program data, documents, proceedings and activities. Consultant shall maintain an up to date list of key personnel and telephone numbers for emergency contact after normal business hours. Records of Consultant's services relating to this Agreement and funds received from City shall be maintained in accordance with generally recognized accounting principles and shall be made available to City for inspection and/or audit at mutually convenient times for a period of five (5) years from the date of performance of said services.

3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. Time is of the essence in the performance of services under this Agreement. The professional services to be performed pursuant to this Agreement shall commence within five (5) days from the Effective Date of this Agreement. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement. All services required by Consultant under this Agreement shall be completed on or before the end of the term of the Agreement.

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall be effective on December 4, 2014 ("Effective Date") and shall remain in effect through June 30, 2020, unless earlier terminated as provided in Section 4.2 herein.

4.2. Notice of Termination. Notwithstanding the provision in paragraph 4.1 above, the City reserves and has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, in its sole discretion, with ninety (90) days written notice to Consultant.

4.3. Compensation. In the event of termination, City shall pay Consultant for reasonable costs incurred and professional services satisfactorily performed up to and including the effective date of termination unless the termination is for cause, in which event Consultant need be compensated only to the extent required by law. If the effective date of the termination is other than the anniversary date of this Agreement and any services rendered for the partial year have been billed at the annual rate set forth in Exhibit "A" then payment for such services shall be adjusted to the Monthly Rate set forth in Exhibit "A." Compensation for work in progress shall be prorated based on the percentage of work completed as of the effective date of termination in accordance with

the fees set forth herein. Such payment will be subject to City's receipt of a close-out billing. In ascertaining the professional services actually rendered hereunder up to the effective date of termination of this Agreement, consideration shall be given to both completed work and work in progress, and to other documents pertaining to the services contemplated.

4.4. Documents. In the event of termination of this Agreement, all documents prepared by Consultant in its performance of this Agreement shall be delivered to the City within ten (10) days of delivery of termination notice to Consultant, at no cost to City. Any use of uncompleted documents without specific written authorization from Consultant shall be at City's sole risk and without liability or legal expense to Consultant.

5.0. INSURANCE

5.1 Consultant shall procure and maintain at all times during the term of this Agreement insurance as set forth in Exhibit "B" attached hereto. Proof of insurance shall consist of a Certificate of Insurance provided on IOS-CGL form No. CG 00 01 11 85 or 88 executed by Consultant's insurer and in a form approved by the City Attorney.

6.0. GENERAL PROVISIONS

6.1. Entire Agreement. This Agreement, together with Exhibits "A" and "B" supersede any and all other agreements, either oral or in writing, between the parties with respect to the subject matter herein. This Agreement constitutes the entire Agreement between the parties with respect to any matter referenced herein. This Agreement may not be modified, nor may any of the terms, provisions or conditions be modified or waived or otherwise affected, except by a written amendment signed by all parties. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement. Each party to this Agreement acknowledges that no representation by any party, which is not embodied herein, nor any other agreement; statement or promise not contained in this Agreement shall be valid and binding.

6.2. Representatives. For the purposes of this Agreement, the City shall be represented by the City Manager ("City Representative"), or such other person designated in writing by the City Manager. For the purposes of this Agreement, Consultant shall be represented by Mickey McGuire, CEO, of Consultant or such other person designated in writing by him and accepted by the City Representative. Consultant shall perform the Work described herein under the direction of the City Representative, who will approve the work plan specified herein, if required, prior to Consultant commencing the Work.

The City Representative shall have the authority and responsibility to perform the following tasks:

- (a) Provide interpretation of the scope and specifications for the work to be performed;

- (b) Monitor performance of the Work to ensure compliance with the Agreement;
 - (c) Inspect performance against the Scope of Services, and report compliance and/or deficiencies;
 - (d) Obtain and review Monthly Statements;
 - (e) Suspend work in accordance with other provisions of this Agreement;
 - (f) Issue all consents, approvals, directives and agreements on behalf of the City, called for by this Agreement, except as otherwise expressly provided in this Agreement; and
 - (g) Work directly with the Consultant in the performance of this Agreement.
- Notwithstanding the above, all of Consultant's employees shall solely take direction from Consultant with regard to what they do and how they do it and shall at all times be supervised by Consultant.

Consultant's Representative shall be its agent in all consultations with City during the term of this Agreement. Consultant's Representative shall attend and assist in all coordination meetings called by City.

6.3. Notices. Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery, facsimile or mail and shall be addressed as set forth below. Such communication shall be deemed served or delivered: a) at the time of delivery if such communication is sent by personal delivery; b) at the time of transmission if such communication is sent by facsimile; and c) 72 hours after deposit in the U.S. mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

Consultant shall notify City of changes in its address. The failure to do so, if such failure prevents City from locating Consultant, shall be deemed a waiver by Consultant of the right subsequently to enforce those provisions of this Agreement that require consultation or approval of Consultant. Notwithstanding this provision, City shall make every reasonable effort to locate Consultant when matters arise relating to Consultant's rights.

All communications in connection with this Agreement, sent through the U. S. Mail, must be addressed as follows:

IF TO CONSULTANT:

Acorn Technology Corporation
 1960 Chicago Avenue,
 Suite E9
 Riverside, CA 92507

IF TO CITY:

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

6.4. Attorneys' Fees. In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

6.5. Governing Law. This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Los Angeles County, California. In the event of litigation in a U.S. District Court, exclusive venue shall lie in the Central District of California.

6.6. Assignment. This Agreement covers professional services of a specific and unique nature. Except as otherwise provided herein, Consultant shall not voluntarily or by operation of law assign, transfer, sublet, or encumber all or any part of its interest in this Agreement or subcontract any services to be performed without amending this Agreement and/or receiving the prior written consent of City. Any attempted unauthorized assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement.

6.7. Indemnification and Hold Harmless. Consultant assumes all risk of injury to its employees, agents, and contractors, including loss or damage to property. Consultant agrees to , indemnify, hold free and harmless, and when the City requests with respect to a claim provide a deposit for the defense of, and defend the City, its elected and appointed officials, officers, agents, employees and volunteers, at Consultant's sole expense, from and against any and all claims, actions, suits or other legal proceedings brought against the City, its elected officials, officers, agents and employees arising out of the performance of the Consultant, its employees, and/or authorized subcontractors, of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by the Consultant, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit alleges or asserts as its basis the negligence, errors, omissions or misconduct of the Consultant, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against the City, its elected and appointed officials, officers, agents, employees based upon the work performed by the Consultant, its employees, and/or authorized subcontractors under this Agreement, whether or not the Consultant, its employees and volunteers, and/or authorized subcontractors are specifically named or otherwise asserted to be liable and when the City requests with respect to a claim provide a deposit for the defense of. Notwithstanding the foregoing, the Consultant shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Consultant's Proposal, which shall be of no force and effect.

City shall have the right to offset against the amount of any compensation due Consultant under this Agreement any amount due City from Consultant as a result of Consultant's failure to pay City promptly any indemnification arising under this Section 6.7 and related to Consultant's failure to either (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.

The obligations of Consultant under this Section 6.7 will not be limited by the provisions of any workers' compensation act or similar act. Consultant expressly waives its statutory immunity under such statutes or laws as to City, its officers, agents, employees and volunteers.

Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section 6.7 from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. In the event Consultant fails to obtain such indemnity obligations from others as required herein, to the fullest extent permitted by law, Consultant agrees to be fully responsible and indemnify, hold harmless and defend City, its officers, agents, employees and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Consultant's subcontractors or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of City's choice.

City does not, and shall not, waive any rights that it may possess against Consultant because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

6.8. Independent Contractor. Consultant is and shall be acting at all times as an independent contractor and not as an employee of City. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its employees are in any manner agents or employees of City. Consultant shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Consultant shall indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant further agrees to indemnify

and hold City harmless from any failure of Consultant to comply with the applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this paragraph.

6.9 Benefits. Consultant will not be eligible for any paid benefits for federal, social security, state workers' compensation, unemployment insurance, professional insurance, medical/dental, California Public Employees Retirement System ("PERS") or fringe benefits offered by the City.

6.10. PERS Eligibility Indemnification. In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

6.11. Cooperation. In the event any claim or action is brought against City relating to Consultant's performance or services rendered under this Agreement, Consultant shall render any reasonable assistance and cooperation which City might require.

6.12. Ownership of Documents. All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, files and tapes furnished or prepared by Consultant or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of City, without restriction or limitation upon its use or dissemination by City; no such written products shall be the subject of a copyright application by Consultant. Consultant agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of City. Consultant shall deliver to City any findings, reports, documents, information, data, in any form, including but not limited to, computer tapes, discs, files audio tapes or any other Project related items as requested by City or its authorized representative, at no additional cost to the City.

6.13. Public Records Act Disclosure. Consultant has been advised and is aware that this Agreement and all reports, documents, information and data, including, but not limited to, computer tapes, discs or files furnished or prepared by Consultant, or any of its subcontractors, pursuant to this Agreement and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code Section 6250 *et seq.*). Exceptions to public disclosure may be those documents or information that qualifies as trade secrets, as that term is defined in the California Government Code Section 6254.7, and of which Consultant informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The City shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

6.14. Release of Information. Consultant shall not make public information releases or otherwise publish information obtained or produced by it as a result of, or in connection with, the performance of services under this Agreement without the prior written authorization from the City Representative.

6.15. Conflict of Interest. Consultant and its officers, employees, associates and subconsultants, if any, will comply with all conflict of interest statutes of the State of California applicable to Consultant's services under this agreement, including, but not limited to, the Political Reform Act (Government Code Sections 81000, *et seq.*) and Government Code Section 1090. During the term of this Agreement, Consultant and its officers, employees, associates and subconsultants shall not, without the prior written approval of the City Representative, perform work for another person or entity for whom Consultant is not currently performing work that would require Consultant or one of its officers, employees, associates or subconsultants to abstain from a decision under this Agreement pursuant to a conflict of interest statute.

6.16. Economic Interest Statement. Consultant hereby acknowledges that pursuant to Government Code Section 87300 and the Conflict of Interest Code adopted by City hereunder, Consultant is designated in said Conflict of Interest Code and is therefore required to file an Economic Interest Statement (Form 700) with the City Clerk, for each employee providing advice under this Agreement, prior to the commencement of work.

6.17. Political Activity/Lobbying Certification. Consultant may not conduct any activity, including any payment to any person, officer, or employee of any governmental agency or body or member of Congress in connection with the awarding of any federal contract, grant, loan, intended to influence legislation, administrative rulemaking or the election of candidates for public office during time compensated under the representation that such activity is being performed as a part of this Agreement.

6.18. Licenses, Permits, and Fees. Consultant shall obtain a City of South Pasadena Business License and any and all other permits and licenses required for the services to be performed under this Agreement.

6.19. Responsibility for Errors. Consultant shall be responsible for its work and results under this Agreement. Consultant, when requested, shall furnish clarification and/or explanation as may be required by the City's representative, regarding any services rendered under this Agreement at no additional cost to City. In the event that an error or omission attributable to Consultant occurs, then Consultant shall, at no cost to City, provide all necessary design drawings, estimates and other Consultant professional services necessary to rectify and correct the matter to the sole satisfaction of City and to participate in any meeting required with regard to the correction.

6.20. Order of Precedence. In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of any document, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, this Agreement shall govern over the document referenced.

6.21. Costs. Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

6.22. Headings. Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

6.23. Construction. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

6.24. Amendments. Only a writing executed by the parties hereto or their respective successors and assigns may amend this Agreement.

6.25. Waiver. The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

6.26. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party, is materially impaired, which determination made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

6.27. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

6.28. Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so the parties hereto are formally bound to the provisions of this Agreement.

6.29. Taxpayer Identification Number. Consultant shall provide City with a complete Request for Taxpayer Identification Number and Certification, Form W 9, as issued by the Internal Revenue Service.

6.30. Applicable Laws, Codes, and Regulations. Consultant shall perform all services described in accordance with all applicable laws, codes and regulations required by all authorities having jurisdiction over the Services.

6.31. Change in Name, Ownership or Control. Consultant shall notify the City Representative, in writing, of any change in name, ownership or control of Consultant. Change of ownership or control of Consultant may require an amendment to the Agreement.

6.32. Covenants and Conditions. Each term and each provision of this Agreement to be performed by Consultant shall be construed to be both a covenant and a condition.

6.33. Use of City's Name. Consultant shall not publish or use any advertising, sales promotion, or publicity in matters relating to services, equipment, products, reports, and material furnished by Consultant in which City's name is used, or its identity implied without the City Representative's prior written approval.

6.34. Force Majeure. The respective duties and obligations of the parties hereunder shall be suspended while and so long as performance hereto is prevented or impeded by strikes, disturbances, riots, fire, severe weather, government action, war acts, acts of God, or any other cause similar or dissimilar to the foregoing which are beyond the control of the party from whom the affected performance was due.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.

Dated: _____

THE CITY OF SOUTH PASADENA

By: _____
Elaine Aguilar, Interim City Manager

Dated: _____

ACORN TECHNOLOGY CORPORATION

By: _____
Mickey McGuire, CEO

Federal ID No. 33-0939330

APPROVED AS TO FORM:

Teresa L. Highsmith, City Attorney

EXHIBIT "A"
SCOPE OF SERVICES



Scope of Services

Contractor agrees to provide the goods and services outlined below within the scope and spirit of this agreement. Within the spirit of this agreement, City expects Contractor to strive to improve the Systems and to work collaboratively with City to grow and improve City’s business processes. As related to the services outlined below, Contractor will be responsible for administering and maintaining the City’s network; act in the capacity of an IT Helpdesk; provide leadership for and administer the City’s computer and server based systems; and provide 24/7 support for the City Police Department Dispatch Center.

A. Documentation

Whether or not it is specifically addressed below, Contractor will provide and maintain complete documentation for all work undertaken including hours used, staff members assigned, solutions, and completion dates. Contractor will provide this documentation in electronic form unless otherwise noted.

B. Number of Users/Devices

Contractor shall provide complete ongoing technical assistance and system management for the items summarized in the chart below. (A detailed list of devices will be maintained by the Contractor and made available to the City upon request)

Quantity	Devices
173	Desktop Computers
30	Laptop Computers
0	Terminals
22	Servers - 8 Physical - 14 Virtual
8	- LAN Infrastructure
6	Routers
11	Wireless Access Points
14	Switches
4	Virtual Private Network (VPN)
21	Printers (hourly charges may apply)* - 21 Networked
10	Scanners - 10 Networked
10	- 10 Networked Copiers
3	Networked Fax Machines
16	Smartphones/Tablets – remote login support currently unavailable

*Contractor will ensure the correct drivers for printers are installed; the correct printer settings are configured; and will act as an interface with third party support as necessary. Any requests for printer repair or printer resupply will be billed hourly in accordance with the hourly rates noted in Section Q of the Scope of Services.





Note: In order to optimize performance and keep costs low, Contractor seeks to support computers/servers with a minimum speed of an i3 processor and 4 GB RAM which utilize operating systems with security and operating functionality equivalent to Microsoft Windows 7 Professional, Server 2008 and/or Small Business Server 2008 or newer. Connectivity to the Internet should be reliable with a minimum of 5 Mbps capacity. Internal LAN speeds should support 100 Mbps. The cabling infrastructure is subject to Contractor's inspection and approval.

C. Asset Cataloging, Tracking, and Replacement Plan Projection

1. Contractor will maintain and deliver a catalog of the System, including equipment and software licenses (with installation keys). The inventory list shall be updated on an "as needed" basis, and shall include all enterprise components attached to the networks within the City, including servers, workstations, firewalls, remote storage devices, core network switches, routers, and modems.
2. Contractor will work in conjunction with City to prepare and publish a catalog of enterprise software systems, including both network-based applications and cloud-based applications, in order to ensure compliance with CA Government Code Section 6270.5.
3. Contractor will work in conjunction with City to prepare and maintain a plan projection of the technology replacement needs of the City in the next five (5) years, including a schedule for the replacement and warranty expiration of all equipment (e.g., workstations, servers, printers, switches, and any other equipment) and an upgrade schedule that includes any applications and systems. The plan projection will be updated at least once per year to facilitate the City's annual budget process.

D. General Maintenance and Upkeep

For all computers covered by this proposal, and any subsequent computers added to the System, Contractor will create and maintain the following systems, and perform the following activities per the following schedule:

1. Apply Windows Update Patches

City may use some software that may be negatively affected by Windows updates. Contractor shall evaluate the updates and if performance is acceptable, shall roll out patches across computers and servers. Roll out should occur within two weeks of the release of an update.

2. Maintain Antivirus Definitions and Scan

Contractor shall create and maintain a suitable anti-virus strategy, which will include installation and updates of new antivirus definitions and a weekly scan of the entire hard drive. Cost of software, if any, is additional and shall be borne by City. Antivirus software shall monitor all servers, client machines, and email.



3. Maintain Antispyware Definitions and Scan

Contractor shall create and maintain a suitable antispyware strategy, which will include installation and updates of new antispyware definitions and a periodic scan of the entire hard drive. Cost of software, if any, is additional and shall be borne by City. Antispyware software shall monitor all servers and computers.

4. Maintain SPAM control

Contractor shall create and maintain a strategy for controlling unsolicited commercial e-mail (SPAM). SPAM control must extend to both local and remote users, and must allow for rescuing messages incorrectly categorized as SPAM. Cost of software/service, if any, is additional and shall be borne by City.

5. Data Back Up for Disaster Recovery Strategy

Contractor can use a combination of open source tools along with off-the-shelf products, combined with its own customized applications for managing and monitoring data backup. Contractor would be responsible for creating and deploying a comprehensive data back-up strategy with the following attributes:

- a. Comprehensive: Backup strategy includes all data from all servers for applications that have adequate backup functionality. Backup strategy will be designed to retain data on a sufficient basis to protect against a catastrophic system-wide failure. Currently, this strategy includes daily backups for seven days; weekly backups for two weeks. Contractor may change the schedule of backup to increase the frequency of backup, without notice to City, as it deems necessary to fulfill the backup strategy for disaster recovery.
- b. Automated: Backups occur automatically with no user intervention, and little or no administrative intervention.
- c. Off-site: Excluding servers with Police Department data, backups are stored off City Hall's site by direct network backup to the Library. Servers with Police Department data are stored on separate hardware within the City's server room.
- d. Easily Restore: Backups are stored so that files and folders are easily restored.
- e. Backup Schedule:
 - i. Complete data backup, all servers: Weekly
 - ii. Differential data backup, all servers: Daily (nightly)
 - iii. Copy of all backed up data: As requested by City. Cost for process and media is additional and shall be borne by City
- f. Document Retention Plan: The Disaster Recovery Strategy is not intended to be a Data Retention Plan ("DRP"). As requested by Customer, Acorn will develop



and provide a DRP for the archival of Customer's critical data; however, this service is not included in this proposal and would be part of a separate agreement.

E. Disaster Recovery Solution

Contractor offers a solution for server backup and redundancy for the City's network. Contractor can provide a viable solution to minimize downtime should any problems arise with the City's current server configuration. Contractor can set up redundant servers in the event of a fatal malfunction; the system can be restored without requiring reinstallation. A combination of DFS and Shadow Protect could be used to manage and monitor this process. Contractor will work with the City to provide options for the City to consider. A separate proposal and pricing would be provided for implementing a Disaster Recovery Solution.

F. Email and Web Hosting

Contractor will provide secure and dependable e-mail through Microsoft Exchange hosted on the City's server. The City will continue to host its website: <http://www.southpasadenaca.gov> within a third party hosting service. Contractor will provide support and maintenance for web accessible network-based applications that reside on the city's network that are accessible through the City website for the public to access publicly available records.

G. Domain Management

Contractor will provide domain management for the domains listed above which will include timely renewals and appropriate record management to ensure proper delivery of e-mail and website access.

H. Training

Upon initial set up and as required for new users, Contractor will provide basic training on the proper use of the System. As requested by City, Contractor will develop and provide training programs on application usage and emerging trends in the industry; however, this service is not included in this proposal and would be part of a separate agreement.

I. Network Monitoring

Contractor will maintain a 24/7 monitoring system using a combination of proprietary and third party monitoring software. Contractor Service Representatives and Technical Service Representatives are on call 24/7 and utilize the monitoring system to assure that City's connectivity, latency and usage are within expected and acceptable tolerances. Upon City's request, Contractor will develop a customized Internal Monitoring System "IMS" that will provide City with tools for the management of its LAN. The IMS is not part of this proposal and would be part of a separate agreement.



J. Advanced Planning and Leadership

Contractor will provide advanced planning and serve as a resource to City for learning about and understanding how technology advances in hardware and software may benefit the City. Work will also include providing leadership and support to a City-wide IT Users' Group, comprised of representatives from every City department who meet on a monthly basis. Contractor will provide input and feedback on the various information technology, security, backup, and administration to improve the security, efficiency, and effectiveness of the City's entire information technology system, and reflecting related procedures and policies.

K. Project Management

Contractor will provide IT project management to all City's departments as required. Contractor will represent the City as needed when collaborating with other government agencies and service providers. Contractor will maintain a work program that establishes priorities and balances the needs of all City departments. Any requests for project management that are outside the scope of services described within section the scope of services will be billed hourly in accordance with the hourly rates noted in Section Q of the Scope of Services.

L. Dedicated Support Resources

Contractor shall provide on-site and remote resources to serve as dedicated IT staff to perform and complete all services described in the Scope of Services. The level and type of services shall dictate the cost of the service, rather than the position of the service provider, such that if an IT Manager performs the services of an IT Analyst, the City shall only be billed at the rate of an IT Analyst.

1. On-Site IT Analyst: responsible for overseeing and coordinating day-to-day technical support. 120 hours of services per month provided by an Acorn employee approved by the City Manager, shall be billed at the annual rates listed in Section Q of the Scope of Services for this position. Hours authorized above the 120 hours per month shall be billed at the monthly rates listed in Section Q of the Scope of Services for this position.
2. Remote and on-site IT Manager: responsible for server, network and firewall administration as well as some project management. Shall also assist the IT Analyst, if necessary, and play an integral role in developing solutions to the City's special projects. 60 hours per month of services provided by an Acorn employee approved by the City Manager, shall be billed at the annual rates listed in Section Q of the Scope of Services for this position. Hours authorized above the 60 hours per month shall be billed at the monthly rates listed in Section Q of the Scope of Services for this position.

In order to provide for service consistency and familiarity, Contractor will submit to the City for advanced approval the names of any proposed on-site IT staff and maintain a list of staff members who will serve in the event the assigned IT staff goes on leave of more than one (1) business day.



M. Helpdesk and Remote Support

Contractor will provide telephone and remote support 24/7/365 for the users and devices noted in Section B, and shall be considered part of the total 180 hours of service listed in Section L 1, and 2. These services will include Helpdesk support, monitoring, response to IT emergency events outside of normal business hours, etc. Contractor will keep track of all time devoted to these services and will provide the City with an accounting of the activity and time spent. If the additional IT support (exceeding 180 total monthly hours) is requested by the City, it will be billed in accordance with the monthly rates listed in Section Q. The level and type of services shall dictate the cost of the service, rather than the position of the service provider. Consultant shall not transfer the services of the on-site IT Analyst or IT Manager to other service providers subject to the monthly rates.

N. Emergency Support

Contractors will be available for technical support in emergency situations. Emergency situations include, but are not limited to, incidences where critical systems such as Police Dispatch or enterprise applications go down. Contractor will provide support to resolve such issues and/or facilitate with vendors to fix these issues in a timely manner either on-site or remotely, depending upon the needs of the situation. If after the emergency creating event systems are not supportable due to damages, leaving them in an inoperable state, costs for support and repair would be billed hourly in accordance with the hourly rates noted in Section Q of the Scope of Services, e.g., if within the total 180 hours per month, at the annual rates and if exceeding 180 per month, at the monthly rates.

O. Criminal Justice Information Systems (CJIS) Compliance and Audit Support

Contractor will provide input and feedback to assist the City in complying with Federal and State CJIS policy, and will keep abreast of any changes or revisions to the policy. This will include any needed research and assistance in the creation of policies and procedures for the review and audit of contractor work.

Contractor agrees to have all technical support staff involved in the maintenance of the City's computer environment undergo the CJIS training along with policy/procedure review required by governmental agencies performing a similar function.

Contractor will provide support to City staff during audits of City CJIS compliance, including the delivery of maintenance records, reports, and communications as needed to verify the proper performance of work by contractor.

Any requests for the implementation of additional software or hardware solutions necessary to meet CJIS requirements that are outside the scope of services described within this section will be performed under a separate change order agreed to by both Contractor and City, conforming to the pricing in Section Q of the Scope of Services (e.g., if within the total 180 hours per month,



the annual rates applied, and if exceeding the total 180 hours per month, the monthly rates apply.

P. Procurement and Disposition of Hardware

The City and Contractor shall consult with each other prior to the procurement of any equipment and technologies. Contractor will coordinate with vendors to provide competitive quotes for equipment and licenses in a manner that conforms to the City purchasing policy, make recommendations to the City, and upon approval procure and deploy the needed equipment or licenses at City’s cost. Contractor will not mark-up prices for items procured, and will work with the City to ensure the procurement of new IT hardware and software is within budget. Procurement efforts will be billed at the monthly IT Analyst rates noted in Section Q of the Scope of Services.

Contractor will make recommendations on the disposal of surplus IT hardware and equipment in order to ensure the proper security of City records and the integrity of the City network. Contractor will take reasonable efforts to dispose of IT hardware in a manner that conforms to the City policy on disposal of surplus property.

Q. Pricing

Based on the scope of work described above and subject to the Terms and Conditions of this agreement, Consultant shall be compensated by City for its services as provided below:

<i>Position</i>	<i>Hourly</i>	<i>Monthly</i>	<i>Annual</i>
<i>IT Project Manager</i>	<i>\$ 170.00</i>	<i>\$ 100.00</i>	<i>\$ 70.00</i>
<i>IT Manager</i>	<i>\$ 140.00</i>	<i>\$ 80.00</i>	<i>\$ 65.00</i>
<i>IT Analyst</i>	<i>\$ 90.00</i>	<i>\$ 50.00</i>	<i>\$ 40.00</i>
<i>IT Technician</i>	<i>\$ 50.00</i>	<i>\$ 30.00</i>	<i>\$ 20.00</i>

Hourly Rate for items that fall outside the Scope of Services

Any work requested by the City which falls outside the Scope of Services set forth in Exhibit A to the Agreement shall be memorialized in a written Change Order reflecting a negotiated billing rate prior to performance of any such additional services.

Other Billable Costs

	<i>Monthly Charges</i>
<i>Monitoring(Computer)</i>	<i>\$ 2.50 per desktop</i>
<i>Monitoring (Server)</i>	<i>\$ 12.50 per server</i>
<i>Misc. Materials & Tools not provided by City</i>	<i>\$ 200.00</i>



EXHIBIT "B"

INSURANCE REQUIREMENTS

Additional Insured Status: The Consultant shall obtain, maintain, and keep in full force throughout the duration of the term of the Agreement, liability insurance covering the Consultant and, with the exception of Professional Liability Insurance, designating City including its elected or appointed officials, directors, officers, agents, employees, volunteers, or consultants, as additional insured against any and all claims resulting in injury or damage to persons or property (both real and personal) caused by any aspect of the Consultant 's work or operations in amounts no less than the following and with such deductibles as are ordinary and reasonable in keeping with industry standards. It shall be stated, in the Additional Insured Endorsement, that the Consultant's insurance policies shall be primary as respects any claims related to or as the result of the Consultant's work. Any insurance, pooled coverage or self-insurance maintained by the City, its elected or appointed officials, directors, officers, agents, employees, volunteers, or consultants shall be non-contributory. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).

Primary Coverage: For any claims related to this contract, the Consultant's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

Professional Liability Insurance	\$2,000,000
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General Liability:

a. General Aggregate	\$2,000,000
b. Products Comp/Op Aggregate	\$2,000,000
c. Personal & Advertising Injury	\$1,000,000
d. Each Occurrence	\$1,000,000
e. Fire Damage (any one fire)	\$ 50,000
f. Medical Expense (any one person)	\$ 5,000

Workers' Compensation:

a. Workers' Compensation	Statutory Limits
b. EL Each Accident	\$1,000,000
c. EL Disease - Policy Limit	\$1,000,000
d. EL Disease - Each Employee	\$1,000,000

Automobile Liability

- a. Any vehicle, combined single limit \$1,000,000

Notice of Cancellation: Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the City. The Consultant shall provide thirty (30) days advance notice to City in the event of material changes or cancellation of any coverage. Certificates of insurance and additional insured endorsements shall be furnished to City thirty (30) days prior to the effective date of this Agreement. Refusal to submit such certificates shall constitute a material breach of this Agreement entitling City to any and all remedies at law or in equity, including termination of this Agreement. If proof of insurance required under this Agreement is not delivered as required or if such insurance is canceled and not adequately replaced, City shall have the right but not the duty to obtain replacement insurance and to charge the Consultant for any premium due for such coverage. City has the option to deduct any such premium from the sums due to the Consultant.

Waiver of Subrogation: Consultant hereby grants to City a waiver of any right to subrogation which any insurer of said Consultant may acquire against the City by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by the City. The City may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

Acceptability of Insurers: Insurance is to be placed with insurers authorized and admitted to write insurance in California and with a current A.M. Best's rating of A-:VII or better. Acceptance of insurance from a carrier with a rating lower than A-:VII is subject to approval by City's Risk Manager. Consultant shall immediately advise City of any litigation that may affect these insurance policies.

Claims Made Policies:

If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

Verification of Coverage: Consultant shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage

required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Subcontractors: Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City is an additional insured on insurance required from subcontractors.

Special Risks or Circumstances: Entity reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Nothing in this section shall construed to as limiting in any way, the indemnification provision contained in this Agreement, or the extent to which Consultant may be held responsible for payments of damages to persons or property.



City of South Pasadena
Management Services

Memo

Date: July 18, 2017

To: The Honorable City Council

Via: Elaine Aguilar, City Manager *ea*

From: Margaret Lin, Principal Management Analyst *ML*

Re: July 19, 2017, City Council Meeting, Item No. 17 Additional Document –
[Authorize the City Manager to Execute a Professional Services Agreement with
Nelson Nygaard Consulting Associates for Transportation Consulting Services to
Identify Projects for the Remaining Measure R Funds]

Attached is an additional document which provides a revised Professional Services Agreement with the minor changes marked in tracked changes.

Additional Material
AGENDA ITEM # 17
7/19/17 City Council Mtg.

**PROFESSIONAL SERVICES AGREEMENT
FOR CONSULTANT SERVICES**

(City of South Pasadena /Nelson\Nygaard Consulting Associates)

1. IDENTIFICATION

This PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is entered into by and between the City of South Pasadena, a California municipal corporation (“City”), and Nelson\Nygaard Consulting Associates, Inc., a California corporation (“Consultant”).

2. RECITALS

- 2.1. City has determined that it requires the following professional services from a consultant: Analysis and recommendation of City of South Pasadena transportation projects to be recommended to Metro for funding in association with adoption of the 710 freeway extension TSM/TDM alternative
- 2.2. Consultant represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals and employees. Consultant further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement.
- 2.3. Consultant represents that it has no known relationships with third parties, City Council members, or employees of City which would (1) present a conflict of interest with the rendering of services under this Agreement under Government Code Section 1090, the Political Reform Act (Government Code Section 81000 *et seq.*), or other applicable law, (2) prevent Consultant from performing the terms of this Agreement, or (3) present a significant opportunity for the disclosure of confidential information.

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

3. DEFINITIONS

- 3.1. “Scope of Services”: Such professional services as are set forth in Consultant’s July 6, 2017 proposal to City attached hereto as Exhibit A and incorporated herein by this reference.
- 3.2. “Agreement Administrator”: The Agreement Administrator for this project is Margaret Lin, Principal Management Analyst. The Agreement Administrator shall be the principal point of contact at the City for this project. All services under this Agreement shall be performed at the request of the Agreement Administrator. The Agreement Administrator will establish the timetable for completion of services and

any interim milestones. City reserves the right to change this designation upon written notice to Consultant

- 3.3. "Approved Fee Schedule": Consultant's compensation rates are set forth in the fee schedule attached hereto as Exhibit B and incorporated herein by this reference. This fee schedule shall remain in effect for the duration of this Agreement unless modified in writing by mutual agreement of the parties.
- 3.4. "Maximum Amount": The highest total compensation and costs payable to Consultant by City under this Agreement. The Maximum Amount under this Agreement is Twenty-Four Thousand, Nine Hundred Forty Dollars (\$24,940).
- 3.5. "Commencement Date": July 19, 2017.
- 3.6. "Termination Date": October 19, 2017.

4. TERM

The term of this Agreement shall commence at 12:00 a.m. on the Commencement Date and shall expire at 11:59 p.m. on the Termination Date unless extended by written agreement of the parties or terminated earlier under Section 18 ("Termination") below. Consultant may request extensions of time to perform the services required hereunder. Such extensions shall be effective if authorized in advance by City in writing and incorporated in written amendments to this Agreement.

5. CONSULTANT'S DUTIES

- 5.1. **Services.** Consultant shall perform the services identified in the Scope of Services. City shall have the right to request, in writing, changes in the Scope of Services. Any such changes mutually agreed upon by the parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement.
- 5.2. **Coordination with City.** In performing services under this Agreement, Consultant shall coordinate all contact with City through its Agreement Administrator.
- 5.3. **Budgetary Notification.** Consultant shall notify the Agreement Administrator, in writing, when fees and expenses incurred under this Agreement have reached eighty percent (80%) of the Maximum Amount. Consultant shall concurrently inform the Agreement Administrator, in writing, of Consultant's estimate of total expenditures required to complete its current assignments before proceeding, when the remaining work on such assignments would exceed the Maximum Amount.
- 5.4. **Business License.** Consultant shall obtain and maintain in force a City business license for the duration of this Agreement.

- 5.5. **Professional Standards.** Consultant shall perform all work to the standards of Consultant's profession and in a manner reasonably satisfactory to City. Consultant shall keep itself fully informed of and in compliance with all local, state, and federal laws, rules, and regulations in any manner affecting the performance of this Agreement, including all Cal/OSHA requirements, the conflict of interest provisions of Government Code § 1090 and the Political Reform Act (Government Code § 81000 et seq.).
- 5.6. **Avoid Conflicts.** During the term of this Agreement, Consultant shall not perform any work for another person or entity for whom Consultant was not working at the Commencement Date if such work would present a conflict interfering with performance under this Agreement. However, City may consent in writing to Consultant's performance of such work.
- 5.7. **Appropriate Personnel.** Consultant has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All such services shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. Paul Moore, Project Manager, shall be Consultant's project administrator and shall have direct responsibility for management of Consultant's performance under this Agreement. No change shall be made in Consultant's project administrator without City's prior written consent.
- 5.8. **Substitution of Personnel.** Any persons named in the proposal or Scope of Services constitutes a promise to the City that those persons will perform and coordinate their respective services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. If City and Consultant cannot agree as to the substitution of key personnel, City may terminate this Agreement for cause.
- 5.9. **Permits and Approvals.** Consultant shall obtain, at its sole cost and expense, all permits and regulatory approvals necessary for Consultant's performance of this Agreement. This includes, but shall not be limited to, professional licenses, encroachment permits and building and safety permits and inspections.
- 5.10. **Notification of Organizational Changes.** Consultant shall notify the Agreement Administrator, in writing, of any change in name, ownership or control of Consultant's firm or of any subcontractor. Change of ownership or control of Consultant's firm may require an amendment to this Agreement.
- 5.11. **Records.** Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to Consultant under this Agreement. All such documents shall be made available for inspection, audit, and/or copying at any time

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

6. SUBCONTRACTING

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

7. COMPENSATION

- 7.1. **General.** City agrees to compensate Consultant for the services provided under this Agreement, and Consultant agrees to accept payment in accordance with the Fee Schedule in full satisfaction for such services. Compensation shall not exceed the Maximum Amount. Consultant shall not be reimbursed for any expenses unless provided for in this Agreement or authorized in writing by City in advance.
- 7.2. **Invoices.** Consultant shall submit to City an invoice, on a monthly basis or as otherwise agreed to by the Agreement Administrator, for services performed pursuant to this Agreement. Each invoice shall identify the Maximum Amount, the services rendered during the billing period, the amount due for the invoice, and the total amount previously invoiced. All labor charges shall be itemized by employee name and classification/position with the firm, the corresponding hourly rate, the hours worked, a description of each labor charge, and the total amount due for labor charges. City will pay approved invoices within thirty (30) days of receipt.

- 7.3. **Taxes.** City shall not withhold applicable taxes or other payroll deductions from payments made to Consultant except as otherwise required by law. Consultant shall be solely responsible for calculating, withholding, and paying all taxes.
- 7.4. **Disputes.** The parties agree to meet and confer at mutually agreeable times to resolve any disputed amounts contained in an invoice submitted by Consultant.
- 7.5. **Additional Work.** Consultant shall not be reimbursed for any expenses incurred for work performed outside the Scope of Services unless prior written approval is given by the City through a fully executed written amendment. Consultant shall not undertake any such work without prior written approval of the City.
- 7.6. **City Satisfaction as Precondition to Payment.** Notwithstanding any other terms of this Agreement, no payments shall be made to Consultant until City is satisfied that the services are satisfactory.
- 7.7. **Right to Withhold Payments.** If Consultant fails to provide a deposit or promptly satisfy an indemnity obligation described in Section 11, City shall have the right to withhold payments under this Agreement to offset that amount.

8. PREVAILING WAGES

Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., (“Prevailing Wage Laws”), which require the payment of prevailing wage rates and the performance of other requirements on certain “public works” and “maintenance” projects. Consultant shall defend, indemnify, and hold the City, its elected officials, officers, employees, and agents free and harmless from any claim or liability arising out of any failure or alleged failure of Consultant to comply with the Prevailing Wage Laws.

9. OWNERSHIP OF WRITTEN PRODUCTS

All reports, documents or other written material (“written products” herein) developed by Consultant in the performance of this Agreement shall be and remain the property of City without restriction or limitation upon its use or dissemination by City except as provided by law. Consultant may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by Consultant.

10. RELATIONSHIP OF PARTIES

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

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

11. INDEMNIFICATION

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

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11.4 **Attorneys Fees.** Such costs and expenses shall include reasonable attorneys' fees for counsel the choice of which subject to City's approval which will not be unreasonably withheld, expert fees and all other costs and fees of litigation. Consultant shall not be entitled to any refund of attorney's fees, defense costs or expenses in the event that it is adjudicated to have been non-negligent.

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11.5 **Defense Deposit.** The City may request a deposit for defense costs from Consultant with respect to a claim. If the City requests a defense deposit, Consultant shall provide it within 15 days of the request.

11.6 **Waiver of Statutory Immunity.** The obligations of Consultant under this Section 11 are not limited by the provisions of any workers' compensation act or similar act. Consultant expressly waives its statutory immunity under such statutes or laws as to City.

11.7 **Indemnification by Subcontractors.** Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section 11 from each and every subcontractor or any other person or entity involved in the performance of this Agreement on Consultant's behalf.

11.8 **Insurance Not a Substitute.** City does not waive any indemnity rights by accepting any insurance policy or certificate required pursuant to this Agreement. Consultant's indemnification obligations apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

12. INSURANCE

12.1. **Insurance Required.** Consultant shall maintain insurance as described in this section and shall require all of its subcontractors, consultants, and other agents to do the same. Approval of the insurance by the City shall not relieve or decrease any liability of Consultant. Any requirement for insurance to be maintained after completion of the work shall survive this Agreement.

12.2. **Documentation of Insurance.** City will not execute this agreement until it has received a complete set of all required documentation of insurance coverage. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. Consultant shall file with City:

- Certificate of Insurance, indicating companies reasonably acceptable to City, with a Best's Rating of no less than A:VII showing. The Certificate of Insurance must include the following reference: Project Recommendations for Metro Funding
- Documentation of Best's rating acceptable to the City.
- Original endorsements effecting coverage for all policies required by this Agreement.

- City reserves the right to obtain a full certified copy of any Insurance policy and endorsements, except Professional Liability. Failure to exercise this right shall not constitute a waiver of the right to exercise later.

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12.3. **Coverage Amounts.** Insurance coverage shall be at least in the following minimum amounts:

- Professional Liability Insurance: \$2,000,000 per claim,
\$4,000,000 aggregate
- General Liability:
 - General Aggregate: \$4,000,000
 - Products Comp/Op Aggregate \$4,000,000
 - Personal & Advertising Injury \$2,000,000
 - Each Occurrence \$2,000,000
 - Damage to Premises Rented to You \$ 100,000
 - Medical Expense (any 1 person) \$ 10,000

Limits can be met in combination of primary and excess coverages
- Workers' Compensation:
 - Workers' Compensation Statutory Limits
 - EL Each Accident \$1,000,000
 - EL Disease - Policy Limit \$1,000,000
 - EL Disease - Each Employee \$1,000,000
- Automobile Liability
 - Any vehicle, combined single limit per accident \$1,000,000

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

12.4. **General Liability Insurance.** Commercial General Liability Insurance shall be no less broad than ISO form CG 00 01. Coverage must be on a standard Occurrence form. Claims-Made, modified, limited or restricted Occurrence forms are not acceptable.

12.5. **Worker's Compensation Insurance.** Consultant is aware of the provisions of Section 3700 of the Labor Code which requires every employer to carry Workers' Compensation (or to undertake equivalent self-insurance), and Consultant will comply with such provisions before commencing the performance of the work of this Agreement. If such insurance is underwritten by any agency other than the State

Compensation Fund, such agency shall be a company authorized to do business in the State of California.

- 12.6. **Automobile Liability Insurance.** Covered vehicles shall include owned if any, non-owned, and hired automobiles and, trucks.
- 12.7. **Professional Liability Insurance or Errors & Omissions Coverage.** The deductible or self-insured retention may not exceed \$50,000. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work. Coverage shall be continued for two years after the completion of the work by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the work under this Agreement.
- 12.8. **Claims-Made Policies.** If any of the required policies provide coverage on a claims-made basis the Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work. Claims-Made Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.
- 12.9. **Additional Insured Endorsements.** The City, its City Council, Commissions, officers, and employees of South Pasadena must be endorsed as an additional insured for each policy required herein, other than Professional Errors and Omissions and Worker's Compensation/Employer's Liability, for liability arising out of ongoing and completed operations by or on behalf of the Consultant. Consultant's insurance policies shall be primary as respects any claims related to or as the result of the Consultant's work. Any insurance, pooled coverage or self-insurance maintained by the City, its elected or appointed officials, directors, officers, agents, employees, volunteers, or consultants shall be non-contributory. All endorsements shall be signed by a person authorized by the insurer to bind coverage on its behalf. General liability coverage can be provided using an endorsement to the Consultant's insurance at least as broad as both CG 20 10 and CG 20 37.
- 12.10. **Failure to Maintain Coverage.** In the event any policy is canceled prior to the completion of the project and the Consultant does not furnish a new certificate of insurance prior to cancellation, City has the right, but not the duty, to obtain the required insurance and deduct the premium(s) from any amounts due the Consultant under this Agreement. Failure of the Consultant to maintain the insurance required by this Agreement, or to comply with any of the requirements of this section, shall constitute a material breach of this Agreement.

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12.11. **Notices.** Consultant shall provide immediate written notice if (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; (3) or the deductible or self-insured retention is increased. Consultant shall provide no less than 30 days' notice of any cancellation or material change to policies required by this Agreement. Consultant shall provide proof that cancelled or expired policies of insurance have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages. The name and address for Additional Insured Endorsements, Certificates of Insurance and Notices of Cancellation is: City of South Pasadena, Attn: Margaret Lin, Principal Management Analyst, South Pasadena, CA 95945.

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12.12. **Consultant's Insurance Primary.** The insurance provided by Consultant, including all endorsements, shall be primary to any coverage available to City. Any insurance or self-insurance maintained by City and/or its officers, employees or volunteers, shall be in excess of Consultant's insurance and shall not contribute with it.

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12.13. **Waiver of Subrogation.** Consultant hereby waives all rights of subrogation against the City. Consultant shall additionally waive such rights either by endorsement to each policy or provide proof of such waiver in the policy itself.

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12.14. **Report of Claims to City.** Consultant shall report to the City, in addition to the Consultant's insurer, any and all insurance claims submitted to Consultant's insurer in connection with the services under this Agreement.

12.15. **Premium Payments and Deductibles.** Consultant must disclose all deductibles and self-insured retention amounts to the City. The City may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within retention amounts. Ultimately, City must approve all such amounts prior to execution of this Agreement.

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

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

13. MUTUAL COOPERATION

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

14. NOTICES

Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on: (i) the day of delivery if delivered by hand, facsimile or overnight courier service during Consultant’s and City’s regular business hours; or (ii) on the third business day following deposit in the United States mail if delivered by mail, postage prepaid, to the addresses listed below (or to such other addresses as the parties may, from time to time, designate in writing).

If to City

Margaret Lin
 Principal Management Analyst
 City of South Pasadena
 Management Services
 1414 Mission Street
 South Pasadena, CA 91030
 Telephone: (626) 403-7240
 Facsimile: (626) 403-7241

If to Consultant

Paul ~~Jewel~~
~~Managing Director~~
~~116 New Montgomery Street, Suite 500~~
~~San Francisco, CA 94105~~
 Telephone: ~~(415)284-1544~~

- ~~Deleted: Moore~~
- ~~Deleted: Project Manager~~
706 South Hill
- ~~Deleted: 1200~~
- ~~Deleted: Los Angeles~~
- ~~Deleted: 90014~~
- ~~Deleted: 213)785-5500~~

With courtesy copy to:

Teresa L. Highsmith, Esq.
 South Pasadena City Attorney
 Colantuono, Highsmith & Whatley, PC
 790 E. Colorado Blvd. Ste. 850
 Pasadena, CA 91101
 Telephone: (213) 542-5700
 Facsimile: (213) 542-5710

15. SURVIVING COVENANTS

The parties agree that the covenants contained in paragraph 5.11 (Records), paragraph 10.4 (Indemnification of CalPERS Determination), Section 11 (Indemnity), paragraph

12.8 (Claims-Made Policies), paragraph 13.2 (Consultant Cooperation in Defense of Claims), and paragraph 18.1 (Confidentiality) of this Agreement shall survive the expiration or termination of this Agreement, subject to the provisions and limitations of this Agreement and all otherwise applicable statutes of limitations and repose.

16. TERMINATION

- 16.1. **City Termination.** City may terminate this Agreement for any reason on five calendar days' written notice to Consultant. Consultant agrees to cease all work under this Agreement on or before the effective date of any notice of termination. All City data, documents, objects, materials or other tangible things shall be returned to City upon the termination or expiration of this Agreement.
- 16.2. **Consultant Termination.** Consultant may terminate this Agreement for a material breach of this Agreement upon 30 days' notice.
- 16.3. **Compensation Following Termination.** Upon termination, Consultant shall be paid based on the work satisfactorily performed at the time of termination. In no event shall Consultant be entitled to receive more than the amount that would be paid to Consultant for the full performance of the services required by this Agreement. The City shall have the benefit of such work as may have been completed up to the time of such termination.
- 16.4. **Remedies.** City retains any and all available legal and equitable remedies for Consultant's breach of this Agreement.

17. INTERPRETATION OF AGREEMENT

- 17.1. **Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the State of California.
- 17.2. **Integration of Exhibits.** All documents referenced as exhibits in this Agreement are hereby incorporated into this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail. This instrument contains the entire Agreement between City and Consultant with respect to the transactions contemplated herein. No other prior oral or written agreements are binding upon the parties. Amendments hereto or deviations herefrom shall be effective and binding only if made in writing and executed on by City and Consultant.
- 17.3. **Headings.** The headings and captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and for convenience in reference to this Agreement. Should there be any conflict between such heading, and the section or paragraph thereof at the head of which it appears, the language of the section or paragraph shall control and govern in the construction of this Agreement.

- 17.4. **Pronouns.** Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution(s).
- 17.5. **Severability.** If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to the extent necessary to, cure such invalidity or unenforceability, and shall be enforceable in its amended form. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
- 17.6. **No Presumption Against Drafter.** Each party had an opportunity to consult with an attorney in reviewing and drafting this agreement. Any uncertainty or ambiguity shall not be construed for or against any party based on attribution of drafting to any party.

18. GENERAL PROVISIONS

- 18.1. **Confidentiality.** All data, documents, discussion, or other information developed or received by Consultant for performance of this Agreement are deemed confidential and Consultant shall not disclose it without prior written consent by City. City shall grant such consent if disclosure is legally required. Such restriction will not apply to information which (i) was publicly known or made generally available without a duty of confidentiality prior to the time of disclosure by City to Consultant; (ii) becomes publicly known or made generally available without a duty of confidentiality after disclosure by City to Consultant through no wrongful action or inaction of Consultant; (iii) is in the rightful possession of Consultant without confidentiality obligations at the time of disclosure by City to Consultant as shown by Consultant's then-contemporaneous written files and records kept in the ordinary course of business; (iv) is obtained by Consultant from a third party without an accompanying duty of confidentiality without a breach of such third party's obligations of confidentiality; or (v) is independently developed by Consultant without use of or reference to City's confidential information. All City data specifically designated by City shall be returned to City or destroyed upon the termination or expiration of this Agreement.

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- 18.2. **Conflicts of Interest.** Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Consultant further agrees to file, or shall cause its employees or subcontractor to file, a Statement of Economic Interest with the City's Filing Officer if required under state law in the performance of the services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer, or employee of City, during the

term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

- 18.3. **Non-assignment.** Consultant shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without City's prior written consent, and any attempt to do so shall be void and of no effect. City shall not be obligated or liable under this Agreement to any party other than Consultant.
- 18.4. **Binding on Successors.** This Agreement shall be binding on the successors and assigns of the parties.
- 18.5. **No Third-Party Beneficiaries.** Except as expressly stated herein, there is no intended third-party beneficiary of any right or obligation assumed by the parties.
- 18.6. **Time of the Essence.** Time is of the essence for each and every provision of this Agreement.
- 18.7. **Non-Discrimination.** Consultant shall not discriminate against any employee or applicant for employment because of race, sex (including pregnancy, childbirth, or related medical condition), creed, national origin, color, disability as defined by law, disabled veteran status, Vietnam veteran status, religion, age (40 and above), medical condition (cancer-related), marital status, ancestry, or sexual orientation. Employment actions to which this provision applies shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; or in terms, conditions or privileges of employment, and selection for training. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, the provisions of this nondiscrimination clause.
- 18.8. **Waiver.** No provision, covenant, or condition of this Agreement shall be deemed to have been waived by City or Consultant unless in writing signed by one authorized to bind the party asserted to have consented to the waiver. The waiver by City or Consultant of any breach of any provision, covenant, or condition of this Agreement shall not be deemed to be a waiver of any subsequent breach of the same or any other provision, covenant, or condition.
- 18.9. **Excused Failure to Perform.** Consultant shall not be liable for any failure to perform if Consultant presents acceptable evidence, in City's sole judgment, that such failure was due to causes beyond the control and without the fault or negligence of Consultant.
- 18.10. **Remedies Non-Exclusive.** Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance from the exercise by any party of

any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any or all of such other rights, powers or remedies.

18.11. **Attorneys' Fees.** If legal action shall be necessary to enforce any term, covenant or condition contained in this Agreement, the prevailing party shall be entitled to an award of reasonable attorneys' fees and costs expended in the action.

18.12. **Venue.** The venue for any litigation shall be Los Angeles County, California and Consultant hereby consents to jurisdiction in Los Angeles County for purposes of resolving any dispute or enforcing any obligation arising under this Agreement.

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

"City"
City of South Pasadena

"Consultant"
Nelson\Nygaard Consulting Associates, Inc.

By: _____
Signature

By: _____
Signature

Printed: Elaine Aguilar

Printed: ,

Deleted: Paul Moore

Title: City Manager

Title: ,

Deleted: Project Manager

Date: _____

Date: _____

Attest:

By: _____
Evelyn G. Zneimer, City Clerk

Date: _____

Approved as to form:

By: _____
Teresa L. Highsmith, City Attorney

Date: _____

Exhibit A Scope of Work

July 6, 2017

Deleted: July 6, 2017

Margaret Lin
Principal Management Analyst
City of South Pasadena
1414 Mission Street
South Pasadena, CA 91030

Dear Margaret,

We are pleased to offer the following proposal for analysis and recommendation of City of South Pasadena transportation projects to be recommended to Metro for funding in association with adoption of the 710 freeway extension TSM/TDM alternative.

PROJECT UNDERSTANDING

In deciding not to proceed with one of the project alternatives for the 710 freeway extension (the "Interstate 710 North Gap Closure Project"), and recommending instead to adopt the Transportation Systems Management/Transportation Demand Management (TSM/TDM) alternative, the Los Angeles County Metropolitan Transportation Authority (Metro) Board of Directors effectively established a new source of funding for transportation projects in the San Gabriel Valley (SGV) region, including the City of South Pasadena. Technically, there will be two sources of funding, reprogrammed from a previous (2008 Measure R) commitment of \$780 million to the freeway project. In the near term, \$105 million is being set aside for projects identified in the TSM/TDM alternative. The remaining \$675 million will be allocated to "mobility projects ... consistent with the purpose and need of the Gap Closure project to relieve congestion on local streets along the SR-710 alignment" to be determined by Metro and SGV cities.

We are proposing to identify, analyze and prioritize transportation improvements in the City of South Pasadena that the City might recommend to Metro for funding. Because the exact amount of funding that will be available remains unknown, the package of recommendations that we develop will be prioritized (e.g., Tier 1, 2 and 3 projects) to allow for flexibility in the City's response.

PROJECT TEAM

For this project, we have assembled the following team, whose combined experience is well suited to the task at hand:

Paul Moore, Principal
Steve Boland, Senior Associate
Carmen Chen, Associate

SCOPE OF WORK

The scope of work and deliverables for this project are as follows:

Task 1 Kick-off Meeting

Prior to the initial meeting of the project team (including both staff and consultants), Nelson\Nygaard will have completed initial research into TSM/TDM alternative projects as well as City of South Pasadena and other planning efforts that may have identified additional projects. Some of this work has already

been completed as part of the General Plan and Mission Street Specific Plan Update project that Nelson\Nygaard is currently engaged with, reducing the effort and fee required for this task. We will present findings from this research to the City prior to the kick-off meeting and at the kick-off meeting, in the form of an Initial Analysis Memorandum and meeting presentation, respectively (any necessary revisions to the content of the memorandum will be incorporated into the project final report). Nelson\Nygaard will also develop the meeting agenda, subject to approval by City staff. Nelson\Nygaard will not provide formal minutes of the meeting.

In addition to discussion of the potential project list, the agenda for this meeting may include:

- Clarification of project team member roles and responsibilities
- Review of scope, budget, project timeline and deliverables review and revision process
- Projects context (community, political and policy priorities and concerns)
- Next steps

Deliverables: Initial Analysis Memorandum (final only)
Kick-off Meeting Presentation (final only)
Kick-off Meeting Agenda (draft and final)

Task 2 Analysis

In this task, Nelson\Nygaard will conduct analysis of the relative costs, benefits and impacts of the various projects, including both projects identified in the TSM/TDM alternative as well as projects that might be eligible for the remaining funding. This analysis will be based on available data and other information, including information collected for the General Plan and Mission Street Specific Plan Update project. Where cost estimates are unavailable, Nelson\Nygaard will develop conceptual sketch-level estimates in collaboration with staff.

The proposed methodology for analysis will be reviewed with staff prior to the analysis. We anticipate that this methodology may involve use of the Nelson\Nygaard Trip Reduction Impact Analysis (TRIA) modeling tool, although use of this or other tools and methods will be subject to discussion with staff regarding evaluation criteria. We also anticipate that the analysis will be based on a mixture of quantitative and qualitative metrics, and may include non-technical performance related factors such as potential community support, potential need for environmental review (adding to project cost, risky and delay), and potential for Metro approval (i.e., potential to reduce traffic congestion).

Because the projects to be analyzed will likely be diverse in terms of mode, scale and other factors, we may organize projects into different categories for analysis, potentially with somewhat different evaluation criteria. In this as in any technical analysis process, recommendations will be based not only on results of the technical analysis, but on the professional judgment of consultants and staff.

Task 3 Recommendations

Based on the analysis in Task 2, Nelson\Nygaard will recommend projects to be included in the City's funding request to Metro. As previously noted, these projects will likely be grouped into priority-based tiers in order to allow for flexibility in the City's response, which may need to be adjusted based on the amount of funding ultimately available as well as any additional guidance from Metro. The recommendations will address TSM/TDM and other projects separately. A final report will be produced describing both the analysis and recommended projects. It will be subject to revision based on one set of consolidated comments from staff. However, Nelson\Nygaard will discuss the preliminary recommendations with staff in advance of submittal of the report, and will make any necessary adjustments on that basis.

Deliverable: Draft and final Analysis and Recommendations Report

Optional Task 4 City Council Work Sessions

As an optional task, Nelson\Nygaard may facilitate a work session with City Council members to review and discuss the recommended projects. This work session would be led by Project Manager and Nelson\Nygaard Principal Paul Moore, and Nelson\Nygaard would develop a presentation and other materials (such as a handout or interactive exercise).

Optional Deliverables: Draft and final Work Session Presentation and Supporting Materials

Optional Task 5 Partner Cities Analysis

Finally, because South Pasadena staff and elected officials will be collaborating not just with Metro but with the other cities in the SGV region as part of the Metro funding allocation process, Nelson\Nygaard could as an optional task work with one or more of those cities to identify its or their project lists, following a similar process to that proposed for South Pasadena (subject to discussions with those cities).

ADDITIONAL SERVICES

Please note that work items requested outside the Scope of Work outlined in this letter, such as additional meetings may require a contract amendment. No additional work will be performed without prior authorization.

AUTHORIZATION

If this proposal is acceptable, you may issue a consultant contract or use our standard contract with this proposal attached as an exhibit. Alternatively, you may indicate your approval of this proposal and your intent that this proposal represent the final and complete agreement between you and Nelson\Nygaard by signing below, which will be finalized upon subsequent countersignature by Nelson\Nygaard. By signing below, you and Nelson\Nygaard also certify as each having the authority to bind their respective entities to the terms and conditions contained herein.

This proposal is valid for 90 days from the date of this letter. If you have any questions, please do not hesitate to contact our Project Manager, Paul Moore at pmoore@nelsonnygaard.com or 213-785-5500, or Paul Jewel at pjewel@nelsonnygaard.com, 415-284-1544.

Sincerely,

Paul Moore, Project Manager

**Exhibit B
Fee Schedule**

FEES AND SCHEDULE

Our services will be billed monthly on a time and materials basis according to the proposed lump sum (fixed fee) budget shown below.

	Paul Moore, \$300/hr.	Steve Boland, \$165/hr.	Carmen Chen, \$100/hr.
Task 1 Kick-off Meeting	4	12	--
Task 2 Analysis	16	40	40
Task 3 Recommendations	8	24	--
TOTAL HOURS	28	76	40
TOTAL FEE	\$8,400	\$12,540	\$4,000
		<i>COMBINED FEE</i>	<i>\$24,940</i>

Please note that the budget shown above does not include cost for optional tasks. Optional Task 4, the City Council work session, could be exercised at a cost of \$5,100 (Paul Moore, 6 hours; Steve Boland, 20 hours). Budget for Optional Task 5 would be based on discussions with partner cities regarding scope of work.

Compensation shall be payable in the following manner:

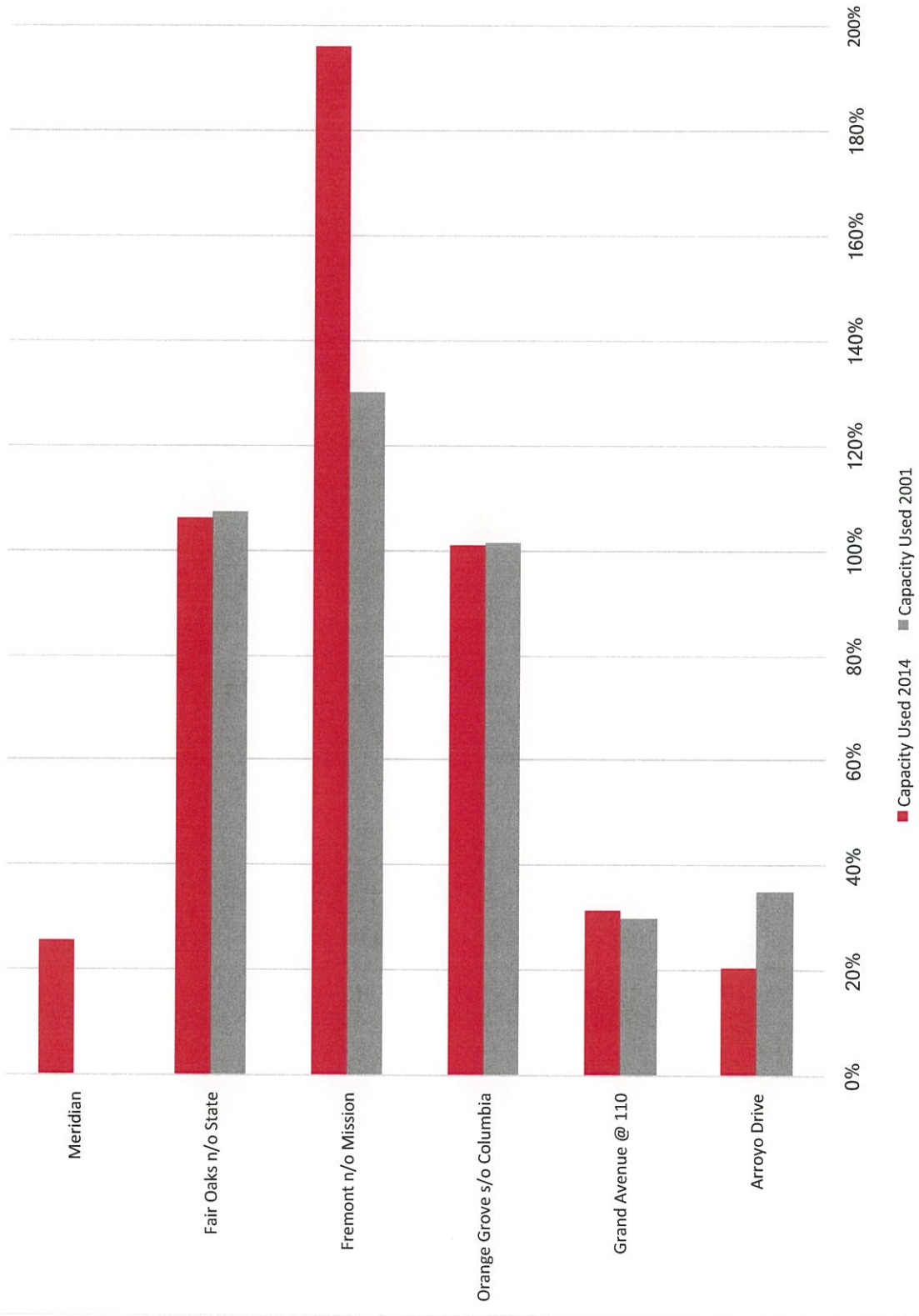
- Within 30 days of receipt, the percent complete amount set forth in the monthly statements submitted to Client by Consultant. These statements will describe the services rendered, fees charged and expenses incurred by Consultant during the previous month.
- Upon Client's failure to pay within 60 days of receipt the full amount set forth in any monthly statement submitted to Client by Consultant, the Consultant will stop work immediately and will not proceed on the project until the amount owed has been paid in full.

This project is proposed for completion within 90 days of contract approval.

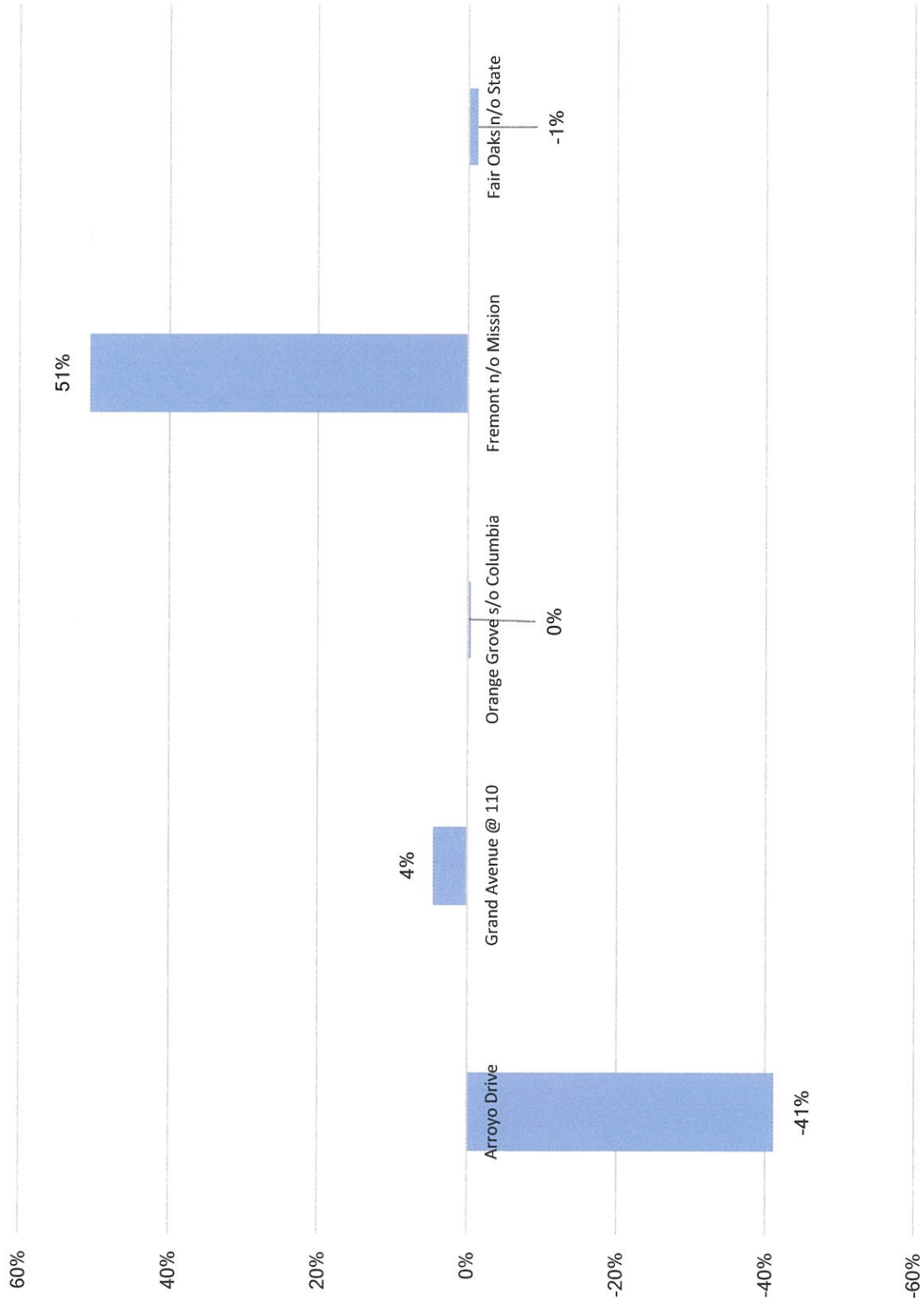
Submitted by: Andrea Fox



Daily Street Capacity Used



Traffic Increase - 2001 to 2014



Street	Capacity	2001 Actual Use	2014 Actual Use
Arroyo Drive	10,000	3,500	2,055
Grand Avenue @ 110	10,000	3,000	3,135
Orange Grove s/o Columbia	30,000	30,400	30,364
Fremont n/o Mission	13,300	17,300	26,071
Fair Oaks n/o State	30,000	32,200	31,795
Meridian	10,000	n/a	2,561

Street	Capacity Used 2001	Capacity Used 2014
Arroyo Drive	35%	21%
Grand Avenue @ 110	30%	31%
Orange Grove s/o Columbia	101%	101%
Fremont n/o Mission	130%	196%
Fair Oaks n/o State	107%	106%
Meridian	n/a	26%

Street	Increase 2001-2014
Arroyo Drive	-41%
Grand Avenue @ 110	4%
Orange Grove s/o Columbia	0%
Fremont n/o Mission	51%
Fair Oaks n/o State	-1%

PETITION TO HAVE SOUTH PASADENA ADOPT POLICIES TO IMPROVE,
REDUCE AND CALM TRAFFIC ON FREMONT AVENUE FROM MISSION TO COLUMBIA

MY SIGNATURE BELOW REFLECTS MY SUPPORT FOR THE FOLLOWING POLICIES TO IMPROVE,
REDUCE AND CALM TRAFFIC ON FREMONT AVENUE FROM MISSION STREET TO COLUMBIA
STREET:

Improvement Initiatives

- Pressure CalTrans to sell homes expeditiously
- Clearly mark parking areas on west side of Fremont
- Prohibit parking on east side of Fremont
- Beautify spaces with parkway trees and landscaping on east side of Fremont
- Improve intersection and pedestrian crosswalk at Fremont and Gold Line tracks

Traffic Reduction Initiatives

- Increase signage regarding truck restrictions
- Enforce truck restrictions
- Remove street closures where Beacon and Fairview meet Columbia

Traffic Calming Initiatives

- Create uniform speed limit of 25 mph
- Install permanent cameras targeting extreme speeders (+15 mph) and trucks violating restrictions

Traffic Control Devices

- Pressure CalTrans to transfer control of lights at Pasadena and Columbia, and Fremont and Columbia to municipalities
- Until CalTrans transfers control, work with CalTrans to improve efficiency of traffic signals to reduce congestion for northbound traffic approaching Columbia on Fremont

Name

Address

Burton Fox

314 Fremont Avenue

Andrea Fox

319 Fremont Avenue

Wade Fox

312 Fremont Avenue

Nylan Ryan

315 Fremont Ave, S. Pasadena

Tei Ryan

315 Fremont Ave S. Pasadena

Anthony Ryan

315 Fremont Ave S. Pasadena

Catulen Hoadley

1109 Buena Vista St, S. Pasadena

Leslie Brief

1109 Buena Vista St. So PAS

Alex Ann

1140 Foothill St.

Hannah Swanson

1140 Foothill Street

Scott Cunningham

307 Fremont Ave

D

307 Fremont Ave

C. G. Dees "ABBY DEES"

481 PROSPECT CIRCLE

Alexis Boxer

508 Fremont Ave.

Oren Boxer

Noah Boxer

Liam Boxer

Casely Ceren

508 Fremont Ave.

508 Fremont Ave.

508 Fremont Ave.

1810 Hardison Place



City of South Pasadena Management Services

Memo

Date: July 18, 2017

To: The Honorable City Council

Via: Elaine Aguilar, City Manager *EA*

From: Margaret Lin, Principal Management Analyst *ML*

Re: July 19, 2017, City Council Meeting, Item No. 18 Additional Document –
[Approval of a Letter to the Los Angeles County Metropolitan Transportation
Authority Regarding Security on the Metro Gold Line]

Attached is an additional document which provides a revised letter to Metro regarding security concerns on the Metro Gold Line; the changes are marked in tracked changes.

*CC: Council; am; CA; ccc; Reference Binder; LF;
Original to 7/19/17 ADDL Docs*

Additional Material
AGENDA ITEM # 18
7/19/17 City Council Mtg.



CITY OF SOUTH PASADENA

OFFICE OF THE CITY COUNCIL
1414 MISSION STREET, SOUTH PASADENA, CA 91030
TEL: (626) 403-7210 • FAX: (626) 403-7211
WWW.SOUTHPASADENACA.GOV

July 19, 2017

Alex Z. Wiggins, Executive Director of Security
LA County Metropolitan Transportation Authority
One Gateway Plaza
Los Angeles, CA 90012

Re: Security at the Mission Meridian Metro Gold Line Security Station

Dear Executive Director Wiggins,

Earlier this year, Metro approved a new approach towards security on its transit vehicles. Effective July 1, 2017, the Metro directed that the Los Angeles Police Department (LAPD) have security responsibility for Metro transit vehicles within Los Angeles City limits. The City of Long Beach Police Department would assume responsibility for security within its jurisdiction, and the Los Angeles County Sheriff Department (LASD) would retain security responsibility for all other areas.

Unfortunately, residents ~~On behalf~~ of the City of South Pasadena (City), ~~we are writing to voice~~ have expressed our concerns regarding the lack of adequate security on the police presence at the Mission Meridian Metro Gold Line, particularly between the Highland Park and South Pasadena Station. The City has thoroughly enjoyed the added connectivity and mobility options provided by the Metro Gold Line. However, since implementation of the new security plan recently there appears to be a reduced has been insufficient police presence on the Metro Gold Line, particularly at the above-referenced locations and at the Mission Meridian Metro Gold Line Station. On June 20, 2017, there was a violent physical altercation that took place within occurred on a southbound one of the trains leaving the Mission Meridian South Pasadena Station. The lack of police presence allowed this incident to escalate to a level that was alarming to many of the Gold Line patrons and our residents. We are particularly concerned because we don't know which agency, the LAPD or the LASD, is responsible for security on the Gold Line between Highland Park and South Pasadena. The former station lies within the jurisdiction of LAPD and the latter station lies within LASD jurisdiction. It is unclear which agency has primary responsibility for the Gold Line between each station.

In addition, ~~the~~ South Pasadena Police Department (SPPD) often receives calls to address incidents at the ~~Mission Meridian South Pasadena Station.~~ The ~~Police Department~~ SPPD often provides courtesy calls to the ~~Los Angeles County Sheriff's Department~~ LASD to alert them of ~~the security issues since the Sheriff's Department has jurisdiction over the station and the Metro Gold Line.~~ Unfortunately, the ~~Sheriff's~~ LASD Department has not provided timely responses to these calls and the ~~SPPD South Pasadena Police Department~~ has been required to address the incidents on their behalf. In order to provide a safe and inviting environment to encourage residents and visitors to utilize the Metro Gold Line, we are requesting that additional patrols and police presence be provided on the trains and platforms. Increased patrols will provide a safer and more enjoyable experience for transit users.

Sincerely,

Michael A. Cacciotti
Mayor

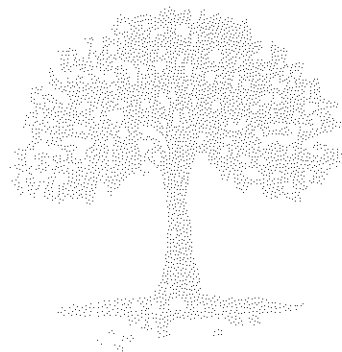
Richard D. Schneider
Mayor Pro Tem

Robert S. Joe
Councilmember

Marina Khubesrian
Councilmember

Diana Mahmud
Councilmember


cc: Phillip A. Washington, Metro CEO




Memo

Date: July 19, 2017

To: Honorable Mayor and Members of the City Council

Via: Elaine Aguilar, Interim City Manager 

From: Steve Fjeldsted, Director of Library, Arts, and Culture 

Re: July 19, 2017 City Council Meeting Additional Document for Item No. 22-
Adoption of a Resolution Approving the Annual Auditor's Report
Authorizing the Collection of the Library Special Tax for 2017-18

The July 13, 2017 Council Packet for the July 19, 2017 City Council meeting contained two documents for the Library Special Tax Authorization and Auditor's Report that have been updated. They consisted of a Resolution, Auditor's Report, and a Staff Report. Neither the Auditor's Report nor the Staff Report contained the relevant Consumer Price Index (CPI) figure, the All Urban Consumer annual rate of increase from July 1, 2017 to June 30, 2016 because the June 2017 monthly figure needed to calculate the relevant annual rate of increase was not released by the Bureau of Labor Statistics until July 14, 2017. The Auditor's Report and the Staff Report have now been updated to reflect the relevant June 2017 CPI figure needed to calculate the annual rate of increase. The Resolution is not in need of updating at this time.

CC: Council; CM; CA; DEPT; Reference Binder; Original to 7/19/17 Addl Docs

Additional Material
AGENDA ITEM # 22
7/19/17 City Council Mtg.

City of South Pasadena

Agenda Report

Michael A. Cacciotti, Mayor
Richard D. Schneider, M.D., Mayor Pro Tem
Robert S. Joe, Councilmember
Marina Khubesian, M.D., Councilmember
Diana Mahmud, Councilmember

Evelyn G. Zneimer, City Clerk
Gary E. Pia, City Treasurer

COUNCIL AGENDA: July 19, 2017

TO: Honorable Mayor and City Council

VIA: Elaine Aguilar, Interim City Manager

FROM: Steve Fjeldsted, Director of Library, Arts, and Culture

SUBJECT: **Adoption of a Resolution Approving the Annual Auditor's Report and Authorizing the Collection of the Library Special Tax for Fiscal Year 2017-18**

Recommendation

It is recommended that the City Council adopt the attached resolution approving the Annual Auditor's Report for the levy of the Fiscal Year (FY) 2017-18 Library Special Tax (Tax).

Fiscal Impact

Collection of the Library Special Tax for FY 2017-18 will provide an estimated \$312,120 in General Fund Revenue.

Commission Review and Recommendation

This matter is scheduled to be reviewed by the Library Board of Trustees at its regular meeting on August 10, 2017.

Background

On June 7, 1994, South Pasadena voters established the City of South Pasadena's (City) Library Special Tax. On November 3, 2015, voters once again approved an additional eight year extension of the Tax with a 33% rate increase for FY 2017-18 and a Consumer Price Index (CPI) - based increase for each of the subsequent seven years.

Collection of the special tax continues to be keyed into maintaining a baseline operational budget (maintenance of effort, or MOE) calculated from an initial "Required Amount" of \$982,000 originally set by Section 2.89-5(b)(1) of the South Pasadena Municipal Code (SPMC). This "Required Amount" was increased each year by no more than the relevant CPI figure for the previous twelve month period as required by the SPMC.

At the time of this report, the relevant June 2017 CPI figure used to calculate the Library's budgetary MOE baseline was established at 2.2% by the United States Department of Labor, Bureau of Labor Statistics in its July 14, 2017 News Release. The City Council has approved a Library Budget for FY 2017-18 of \$1,716,477 and based on the CPI figures that the City will

receive through June of 2017, it will exceed the minimum MOE requirement.

Analysis

The City uses an engineering audit firm, Community Economic Solutions, Inc., to prepare documentation sufficient to establish the Tax each year. The engineer's estimate of total revenue to be generated from the Tax for FY 2017-18 is \$317,281. However, this estimate is premised on a calculation derived from total taxable parcels. In practice, the Finance Department collects slightly less than the calculated amount. Therefore, for FY 2017-18, the City's adopted budget assumes revenue of \$312,120. Adoption of the resolution approving the Auditor's Report will permit Community Economic Solutions, Inc., to transmit the necessary documents to the Los Angeles County Assessor's Office for collection with the annual property tax bill.

Legal Review

The City Attorney has reviewed this item.

Public Notification of Agenda Item

The public was made aware that this item was to be considered this evening by virtue of its inclusion on the legally publicly noticed agenda, posting of the same agenda and reports on the City's website and/or notice in the *South Pasadena Review* and/or the *Pasadena Star-News*.

Attachment: Resolution approving the Annual Auditor's Report
(With Exhibit A - Library Special Tax FY 2017-18 Auditor's Report)

EXHIBIT A

**LIBRARY SPECIAL TAX
FY 2017-18**

AUDITOR'S REPORT

**CITY OF
SOUTH PASADENA**

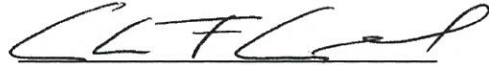


July 19, 2017

**AUDITOR'S REPORT
CITY OF SOUTH PASADENA
LIBRARY SPECIAL TAX
2017-18 FISCALYEAR**

The undersigned, acting on behalf of Community Economic Solutions, respectfully submits the enclosed report as directed by the City Council.

Dated: July 19, 2017



Charles F. Crandall, C.P.A

I HEREBY CERTIFY that the enclosed Auditor's Report, together with Tax Roll thereto attached, was filed with me on the ____ day of _____, 2017.

City Clerk
City of South Pasadena
Los Angeles County, California

By _____

I HEREBY CERTIFY that the enclosed Auditor's Report, together with Tax Roll thereto attached, was approved and confirmed by the City Council of the City of South Pasadena, California, on the ____ day of _____, 2017.

City Clerk
City of South Pasadena
Los Angeles County, California

By _____

**AUDITOR'S REPORT
CITY OF SOUTH PASADENA
LIBRARY SPECIAL TAX
2017-18 FISCAL YEAR**

INTRODUCTION

On June 7, 1994, the voters approved the establishment of the City of South Pasadena Library Special Tax. On November 3, 2015, voters approved a measure to extend the City of South Pasadena Library Special Tax to June 30, 2024.

The above proceedings approved the manner of the levy and the maximum amounts to be taxed until June 30, 2024. This report is for the purpose of establishing the tax rates for Fiscal-Year 2017-18, in accordance with the methodology as set forth in the approved Rate and Method of Apportionment. The City has retained Community Economic Solutions to prepare the Auditor's Report.

ESTIMATE OF REVENUES GENERATED

The revenues needed by the City of South Pasadena to provide library services are proposed to be provided through several sources including the special tax. The total estimated revenue to be generated from the Library Special Tax for FY 2017-18 is \$318,254 .

RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAXES

CATEGORIES OF SPECIAL TAX

Single Residential Category:

Single Residential Category includes each Parcel within the City which is designated as "01" (Single Residential) by the Los Angeles County Assessor's property use classification codes, and includes both Single Family Residential and Condominium uses.

The special tax that may be levied annually on Taxable Property within the Single Residential Category through the Fiscal Year ending June 30, 2017 shall not exceed:

- \$ 32 per Dwelling Unit for a home with Building Area of less than 2,000 sf.
- \$ 48 per Dwelling Unit for a home with Building Area of 2,001 sf to 4,000 sf.
- \$ 64 per Dwelling Unit for a home with Building Area of more than 4,000 sf.

Multiple Family Residential Category:

Multiple Family Residential (MFR) Category includes each Parcel within the City which is designated as "02", "03", "04", "05", "06" or "07" by the Los Angeles County Assessor's property use classification codes.

The special tax that may be levied annually on Taxable Property within the MFR Category through the Fiscal Year ending June 30, 2016 shall not exceed:

- \$ 16 per Dwelling Unit located on a MFR Parcel.

Non-Residential Category:

The Non-Residential Category includes each Parcel in the City which is *not* designated as "01", "02", "03", "04", "05", "06" or "07" (residential) by the Los Angeles County Assessor's property use classification codes.

The special tax that may be levied annually on Taxable Property within the Non-Residential Category through the Fiscal Year ending June 30, 2017 shall not exceed:

- \$ 32 per Parcel with Lot Area of ¼ acre or less.
- \$ 64 per Parcel with Lot Area of over ¼ acre to ½ acre.
- \$ 96 per Parcel with Lot Area of over ½ acre to ¾ acre.
- \$128 per Parcel with Lot Area of more than ¾ acre.

In fiscal year 2017-18, and in each subsequent fiscal year the maximum rates for the special tax imposed by this article shall increase according to the increase, if any, in the Consumer Price Index for All Urban Consumers (CPI-U, Los Angeles Area) prepared by the Bureau of Labor Statistics of the United States Department of Labor for the Los Angeles-Riverside-Orange County region, or any successor index thereto.

This CPI increase results in an increase of 2.20% for fiscal year 2017-18 as set forth below:

July 2016 to June 2017 Consumer Price Index:

June 2017 255.275

July 2016 -249.784

$$5.491/249.784 = 0.0220 \text{ or } 2.20\%$$

SPECIAL TAX LEVY FOR FY 2017-18

The Rate and Method of Apportionment describes the maximum special tax rates to be levied for Library Services within the City of South Pasadena. For Fiscal Year 2017-18, the maximum special tax rates will be levied.

A summary of parcel information relative to the Special Tax is shown on the table below. This information has been based upon the records of the Los Angeles County Assessor.

PARCEL SUMMARY INFORMATION TABLE

Special Tax Category	Basic Unit	No. of Units	Tax Rate	Total Tax Amount
Single Family Residential and Condominiums				
0 sf - 2,000 sf home	DU	3,332	\$32.70 /DU	\$108,968
2,001 sf - 4,000 sf home	DU	1,876	\$49.06 /DU	\$92,028
+ 4,000 sf home	DU	186	\$65.41 /DU	\$12,166
Multiple Family Residential	DU	5,447	\$16.35 /DU	\$89,068
Non-Residential				
0 acre - ¼ acre lot	parcel	191	\$32.70 /pcl	\$6,246
¼ acre - ½ acre lot	parcel	68	\$65.41 /pcl	\$4,448
½ acre - ¾ acre lot	parcel	17	\$98.11 /pcl	\$1,668
+ ¾ acre lot	parcel	28	\$130.81 /pcl	\$3,663
TOTAL AMOUNT GENERATED:				\$318,254

DEFINITIONS

Administrative Expenses means any or all of the following: the direct and indirect expenses incurred by the City in carrying out its duties with respect to the special tax (including, but not limited to, the levy and collection of the special taxes) including the fees and expenses of its counsel, any fees of the County related to the collection of special taxes, an allocable share of the salaries of City staff directly related thereto and a proportionate amount of the City's general administrative overhead related thereto, any amounts paid by the City from its general fund with respect to the special tax, and expenses incurred by the City in undertaking action to foreclose on properties for which the payment of special taxes is delinquent, and all other costs and expenses of the City.

Building Area means the total living area, based upon the records of the Los Angeles County Assessor, as of the March 1 preceding such July 1.

City means the City of South Pasadena.

Consumer Price Index means the Consumer Price Index for All Urban Consumers (CPI-U, Los Angeles Area) prepared by the Bureau of Labor Statistics of the United States Department of Labor for the Los Angeles-Riverside-Orange County region, or any successor index thereto.

Dwelling Unit means the same as Sec.36.24(D) Dwelling Unit.

Fiscal Year means the period starting on July 1 and ending the following June 30.


Lot Area means the total area of the Parcel, based upon the records of the Los Angeles County Assessor, as of the March 1 preceding such July 1.

Parcel means any Los Angeles County Assessor's Parcel that is within the boundaries of the City based on the equalized tax rolls of the County.

Special Tax Liability for any Fiscal Year is an amount sufficient to pay the costs of the services included in the special tax, to include: (i) costs for library services, including material acquisition and special services and programs; and (ii) administrative expenses.

Tax Categories are those categories set forth in the body hereof.


Taxable Property is all real property within the boundaries of the City which is not exempt from the special tax pursuant to law, except that the following property shall not be taxed: any acres of land owned, conveyed or irrevocably offered for dedication to a public agency; or land which is a public right of way or which is an unmanned utility easement making impractical its utilization for other than the purpose set forth in the easement; or any Parcel of land which is designated as vacant by the Los Angeles County Assessor's property use classification codes; or any Parcel of land designated as "71" (churches or houses of God) by the Los Angeles County Assessor's property use classification codes; or any Parcel of land owned by a charitable organization or community service organization as identified by Chapter 2101 of the Federal Tax Code.



CONSIDERATION OF A DISTRICT-BASED ELECTORAL SYSTEM

City Council Meeting of July 19, 2017

Presented by,
Anthony J. Mejia, Chief City Clerk



Current Method of Elections

- **At-Large Electoral System**
 - Councilmembers can reside anywhere within South Pasadena.
 - Councilmembers are elected to serve the citywide purposes of the electorate.
 - All voters have the opportunity to elect two or three Councilmembers every two years.

District-Based Electoral System

- **District-Based Electoral System**
 - The City will be physically divided into separate districts.
 - A Councilmember must reside within the district for the entirety of their term.
 - A Councilmember is elected by only the voters within the district.
 - Voters within each district may only vote for one candidate every four years.

California Voting Rights Act (CVRA)

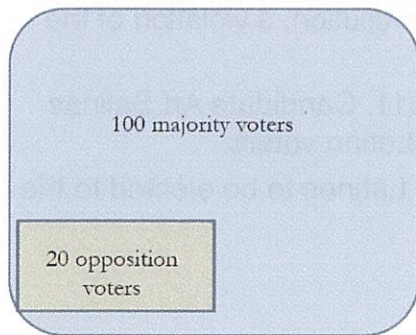
- The CVRA prohibits the use of an at-large method of election if it would impair the ability of a protected class to elect candidates of its choice or otherwise influence the outcome of an election.
- Under the CVRA, plaintiffs can prove a violation *solely* on evidence of racially-polarized voting.

What is Racially-Polarized Voting?

- Racially-polarized voting occurs when there is a difference between the choice of candidates preferred by voters in a **protected class** and the choice of candidates preferred by voters in the rest of the electorate.
- **“Protected Class”** is a class of voters who are members of a race, color, or language minority group.

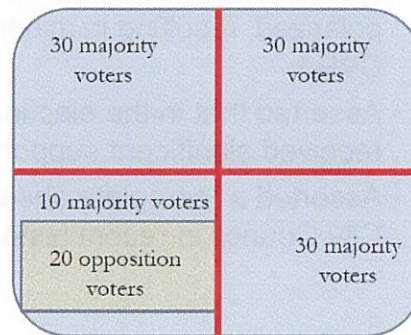
How Are District Elections Designed To Work?

At-Large Election



When one voting bloc significantly outnumbers another, the majority wins every at-large seat.

By-District Election



But if the smaller group is geographically concentrated, it can elect someone who shares their views to the Council or Board.

Source: National Demographics Corporation

Why Consider This Now?

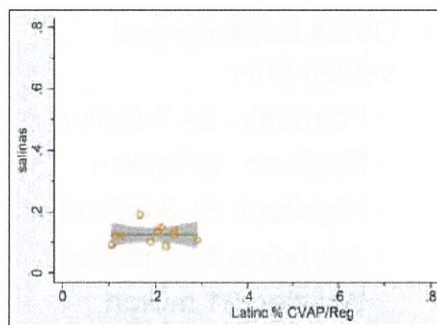
- The California Voting Rights Act (CVRA) requires a prospective plaintiff to file a written notice asserting that a city's method of elections may violate the CVRA.
- The City received a certified letter on June 5, 2017:
 - Malibu-based attorney Kevin Shenkman, on behalf of the Southwest Voter Registration Education Project.

Shenkman's Allegations

- Alleged that South Pasadena's at-large elections are racially polarized, resulting in minority vote dilution, a violation of the CVRA.
- Asserted that in the election of 2011, Candidate Art Salinas received significant support from Latino voters.
- Asserted a "complete absence of Latinos to be elected to the City Council in recent history."

Unsubstantiated and Incorrect Claims

- A voting analysis on whether Art Salinas was favored by Latino voters found no evidence of polarized voting among Latinos.
- Mr. Shenkman failed to acknowledge that Diana Mahmud and David Sifuentes were elected to City Council in 2013 and 2007, respectively, and both are of Latino descent.



An incline slope would indicate racially polarized voting. However, a flat line, as in this case, supports a conclusion regarding the absence of racially polarized voting.

Potential for CVRA Lawsuit

- Despite Mr. Shenkman's inaccurate allegations, he may still file a lawsuit as soon as July 21, 2017, if the City Council does not adopt the resolution of intention.
- The CVRA prescribes an extremely light burden on the plaintiff to establish a violation.
- The plaintiff would be entitled to reimbursement of attorney's fees and expert witness costs, if prevailing.
- The City is not entitled to recover any attorney's fees or expert witness costs, even if it prevails.
- Estimated cost to defend against litigation: \$500,000+
- Estimated cost if the plaintiff prevails: \$2,000,000+

Past CVRA Litigation

- CVRA Lawsuits and settlements:
 - Palmdale: \$4.7 million
 - Modesto: \$3 million
 - Highland: \$1.3 million
 - Anaheim: \$1.1 million
 - Whittier: \$1 million
 - Santa Barbara: \$600K
 - Tulare Hospital: \$500K
 - West Covina: \$220K
- Switched to District Elections as a result of the CVRA:
 - 150 school districts
 - 30 Community College Districts
 - 66 cities
 - 1 county
 - 8 special districts

CVRA Safe Harbor Periods

- **45-days** to adopt a Resolution of Intent to transition to a district-based electoral system, upon receipt of the plaintiff's letter.
- **Deadline: 07/20/2017**
- **Within 90-days** the City Council must adopt an ordinance to establish a district-based electoral system and map.
- **Deadline: 10/17/2017**

Criteria for Drawing District Maps

- The criteria for drawing District Maps, typically including the following:
 - Compliance with FVRA and CVRA requirements;
 - Contain nearly equal populations;
 - Contiguous territory;
 - Compact form; and
 - Communities of Interests, such as:
 - Social, cultural, ethnic, geographic, or economic interests; and
 - Other communities of interest that may be suggested during the community outreach meetings.

Meeting and Hearing Schedule

- July 19, 2017: City Council Meeting to introduce topic and adoption of the Resolution of Intent to transition from at-large to district-based elections. **(Day 1)**
- August 16, 2017: City Council Meeting to seek community input and to provide direction on “communities of interest” and the composition of districts. Public Hearing #1: **(Day 28)**
- September 6, 2017: City Council Meeting to seek community input and to provide direction on “communities of interest” and the composition of districts. Public Hearing #2: **(Day 49)**

Meeting and Hearing Schedule

- September 20, 2017: City Council Meeting to seek community input and to provide direction on the content of the draft maps and sequence of elections. Public Hearing #3 (**Day 63**)
- October 4, 2017: City Council Meeting to select a preferred district map and to introduce an ordinance to transition to district-based elections. Public Hearing #4 (**Day 63**)
- October 18, 2017: City Council Meeting to adopt an ordinance to transition to district-based elections. (**Day 91**)

Tonight's Consideration

- It is recommended that the City Council receive public input, discuss, and provide direction:
 - Whether to adopt a resolution of intention to transition to a district-based electoral system.
- OR**
- Authorize a response letter to plaintiff's counsel, Kevin Shenkman, asserting no violation of the CVRA.



CITY OF SOUTH PASADENA


1414 MISSION STREET, SOUTH PASADENA, CA 91030


TEL: (626) 403-7230 ▪ FAX: (626) 403-7211

WWW.SOUTHPASADENACA.GOV

Date: July 19, 2017

TO: Mayor Cacciotti and City Council

FROM: Elaine Aguilar, Interim City Manager 

VIA: Anthony J. Mejia, Chief City Clerk 

SUBJECT: July 19, 2017 City Council Meeting Additional Document for Item No. 26 – Consideration of Whether to Transition from an At-Large Electoral System to a District-Based Electoral System for Members of the City Council

Attached is an article in the San Gabriel Valley Tribune regarding the City Council's consideration of whether to transition to district-based elections. The article ends with a response from Attorney Kevin Shenkman further threatening litigation if the City Council chooses to remain with at-large elections.



The San Gabriel Valley Tribune (<http://www.sgvtribune.com>)

Lawyer to South Pasadena: Change the way you do elections or get sued

City Council may decide at regular meeting Wednesday, 7:30 p.m.

By Steve Scauzillo, San Gabriel Valley Tribune

Tuesday, July 18, 2017



SOUTH PASADENA >> Under threat of a lawsuit, the City Council must decide Wednesday whether to change the way voters elect council members — from at-large to individual districts.

If it votes to keep the current system, it most likely will have to win an expensive court battle.

City staff has given the council two options: begin the process for district-based elections that would start in November 2018, or send a letter to the plaintiff's attorney

saying the city will fight allegations that the current setup violates the California Voting Rights Act, leaving minorities underrepresented on the council.

By giving in, the city will be required to pay the plaintiff attorney up to \$30,000, according to a staff report. Cities that have defended at-large voting end up paying out between \$200,000 and \$7 million in legal fees, according to records and knowledgeable sources.

“The City Council is left with a very difficult choice — to fight a very expensive legal battle or be forced to transition into district-based elections,” Interim City Manager Elaine Aguilar said in a prepared statement.

Santa Barbara paid out \$800,000 in attorneys' fees in an attempt to settle a similar lawsuit. West Covina paid out \$220,000 fighting a voting rights act suit. Palmdale spent about \$7 million.

The city reports its staff is unaware of any city that has successfully prevailed in defending at-large voting after being sued under the Voting Rights Act. South Pasadena residents have elected City Council members at-large since its incorporation in 1888, said City Clerk Anthony Mejia, going by a search of archival minutes of past meetings.

On June 5, the city received a letter from Malibu-based attorney Kevin Shenkman, who is representing the Southwest Voter Registration Education Project, saying the city violates the voting rights of minorities by holding elections in which the entire city votes for all candidates and measures on the ballot, a system known as at-large voting. Shenkman threatened litigation unless the city changed to a district-based electoral system.

Under that system, the city would be divided into five separate districts. A candidate living in the district would be chosen by the registered voters residing in the district. Voters would only vote for one candidate every four years. Under the at-large system, all voters in the city choose two or three candidates every two years.

Shenkman claims the at-large system dilutes the rights of Latinos “to elect candidates of their choice” and strengthens the power of a white voting bloc, a violation known as racially polarized voting. Latinos make up about 19 percent of the population of the 3.4-square mile city with a population of 26,000.

As an example, Shenkman cites the failure of Art Salinas, a Latino, to win election in 2011 despite gaining a majority of Latino votes. He also claims the system has resulted in “the near absence of Latino candidates.”

The city has labeled these claims as “false” and said the 15-year-old state law “encourages opportunistic attorneys.”

A staff memo from Mejia, chief city clerk, cites current Councilwoman Diana Mahmud, a Latina, elected in 2013, and the election of David Sifuentes, a Latino in 2007 (who left the council in 2011) as proof that Shenkman is off base.

“Since 2007, Latinos have won two of the three times they were on the ballot, serving a total of eight out of 10 years,” the city wrote in a statement.

Shenkman said at-large voting results in a small cadre of people casting ballots, who later gain access to the City Council at the exclusion of minorities. He believes district-based elections increase voter turnout. “By dividing the city into smaller electoral units, it makes campaigning less expensive and it promotes democratic ideals,” he said in an interview Tuesday.

Mahmud called the move “a solution looking for a problem that does not exist in South Pasadena.”

Shenkman was asked what would happen if the city chooses to send a letter, one of the options, saying it disputes his findings and asking him to reconsider.

“They’d be buying a lawsuit,” he said.

URL: <http://www.sgvtribune.com/government-and-politics/20170718/lawyer-to-south-pasadena-change-the-way-you-do-elections-or-get-sued>

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Natalie Sanchez

From: Anthony Mejia
Sent: Monday, July 17, 2017 11:15 AM
To: CCO
Subject: Comments for Item 26

Mayor and City Council:

The following is a message that Carrie Adrian asked to be forwarded:

I am a member of the City's Finance Commission, however, the following comments are my personal opinions. It appears that litigating this issue would be an extremely high cost to the City, since we would have to pay our attorney's fees and potentially the plaintiff's attorney fees. It was noted in the staff report that a city has never prevailed in a CVRA lawsuit – so if the plaintiff wins, we will have to pay their legal fees. If litigated, this would cause significant unanticipated costs to an already tight City budget. I recommend that the City proceed with district elections.

Regrets that I cannot personally attend the City Council meeting, I am recovering from a broken hip.

Sincerely,

Carrie Adrian

cc: Council; CM; CA; CCO; Reference Binder; LF;
original to 7/19/17 ADDL DOCS 1

Additional Material
AGENDA ITEM # 210
7/19/17 City Council Mtg.
C. Adrian

Natalie Sanchez

From: Anthony Mejia
Sent: Wednesday, July 19, 2017 8:11 AM
To: Natalie Sanchez; Desiree Jimenez
Subject: FW: Letter for the Record/7/19 Special Meeting

-----Original Message-----

From: YUSEF ROBB [mailto:yusefrobb@gmail.com]
Sent: Wednesday, July 19, 2017 8:00 AM
To: Anthony Mejia
Subject: Letter for the Record/7/19 Special Meeting

Members of the City Council:

We four South Pasadenans strongly urge you to "Authorize a response letter to plaintiffs counsel, Kevin Shenkman, asserting no violation of the California Voting Rights Act (CVRA)."

Given the context of this issue, I note that we are all racial minorities.

Thank you.

Yusef Robb
Lisa Shah
Omar Robb
Waverly Robb

cc: Council; CM; CA; CCC; Reference Binder; LF;
Original to 7/19/17 ADDL Docs 1

Additional Material
AGENDA ITEM # 20
7/19/17 City Council Mtg.
YRobb

Natalie Sanchez

From: Anthony Mejia
Sent: Wednesday, July 19, 2017 10:07 AM
To: Natalie Sanchez; Desiree Jimenez
Subject: Item 26 - District Elections
Attachments: San Diego Tribune Article.pdf; Huntington Beach - Response Letter.pdf

Follow Up Flag: Follow up
Flag Status: Completed

From: "Lois Shade" [REDACTED]
To: "City Manager's Office" <cmoffice@southpasadenaca.gov>
Subject: Shenkman & Districts

My name is Lois Shade, former Mayor, City of Glendora and part time writer for San Gabriel Valley Examiner. Glendora has received a Shenkman letter to drop citywide elections and go to districts.

I've been keeping an eye on this situation and saw you too are being challenged. Several others I've been communicating with found out about the Huntington Beach challenge and sent me a copy of their city attorney's response to Mr. Shenkman.

I was asked to forward it to you for your review. I've also sent a copy to Mayor of Glendora, Gary Boyer.

Lois M. Shade

San Diego Union Tribune

Are district elections good or bad for democracy?

Logan Jenkins Contact Reporter

An extra-credit question for San Diego political scientists:

What electoral element do the cities of Escondido, Chula Vista, Oceanside, El Cajon, San Marcos, Carlsbad and Vista share in common?

Give up?

Answer: They are all to varying degrees victims of perfectly legal extortion.

Whether the shakedown is good or bad for democracy, well, that's the question that Santa Monica, the latest rebel with a seemingly lost cause, may challenge the Golden State to sort out once again.

Since the passage of the California Voting Rights Act in 2002, the conversion of at-large voting to city district elections has turned into a racket that so far has the law firmly on its side.

Among California's 482 cities, roughly 60 currently hold district elections. But more than two dozen more, thanks largely to the threat of multi-million-dollar lawsuits, are working out how to fashion districts that help, if not guarantee, the election of at least one minority candidate in at least one district crafted by race as well as common interests.

A handful of these vulnerable cities, homes to what civil-rights attorneys call "racially polarized voting," are in San Diego County.

The United States Supreme Court generally looks with disfavor on relying only on race to craft voting districts. Pooling minorities in a single district can paradoxically dilute the voting power of the people you're trying to strengthen, the legal thinking goes.

In California, minority-majority districts are turning into the go-to remedy for at-large elections that have worked against the political aspirations of minority communities. Race cannot be the only consideration, but it's the elephant in the voting booth.

The familiar script goes like this: A city receives a demand letter (these days it's likely signed by aggressive Malibu attorney Kevin Shenkman) pointing out that in a certain election Latino candidates were supported in Latino precincts but lost because white precincts voted for someone else. That's *prima facie* evidence of racism, the demand letter might assert.

If the city refuses to submit to district elections, Shenkman is free to fire up a lawsuit.

So far, no city has successfully fought off redistricting. Most recently, Palmdale went to court and ended up paying upward of \$4 million in attorney fees to Shenkman. (He tells me the city

spent another \$3 million.) That's the cautionary horror story that keeps city attorneys awake at night.

The rub of all this is that the transformation of elections in cities (as well as school districts) does not always produce quality minority candidates who win.

A recent Los Angeles Times article reports that only seven of the 22 cities that switched last year had seen a rise in Latino council members.

I confess, as a political artist (nowhere near a scientist), I perversely enjoy seeing district gerrymanders turned on their heads.

Consider Escondido's first district election in 2014, a change brought on by a threatened lawsuit akin to Shenkman's.

The so-called "Latino" district seat was won by Ed Gallo, a politically conservative Anglo councilman. He defeated Consuelo Martinez, a bilingual community organizer. Poor turnout was blamed for Gallo's counter-intuitive victory, a common complaint in Latino neighborhoods where voter registration can be relatively low for any number of reasons.

But here's the kicker.

Two years later, in 2016, Escondido Councilwoman Olga Diaz won in a supposedly Anglo district where the bilingual Latina resides.

Over on the coast, Oceanside's council recently voted 3-2 to convert to district elections under the threat of a lawsuit from Shenkman.

The rub is that, of all North County's nine cities, Oceanside can pride itself on its history of strong minority leadership.

Standout Latino council members include the late Lucy Chavez, Esther Sanchez, Rocky Chavez. Terry Johnson, an African-American, was a longtime councilman and elected mayor.

Like Diaz in Escondido, these are all formidable politicians who won citywide elections, validating their political influence not in a custom-fitted district but in a city that does not see itself as balkanized sectors that don't speak the same language or share the same civic values.

Look, racism is a nightmare from which all cities are trying to awake.

The question is whether minority-packed districts help or hinder the awakening. I'd say it's a mixed color picture.

In Vista, for example, Councilman John Aguilera, a polished UC San Diego-educated financial adviser and a mayor in the making, doesn't need a safe district. He'll attract voters in Shadowridge as well as in Townsite. He appears to be the right stuff for the whole city, not a sliver.

That's not to say districts can't have a valuable political function.

Clearly, the far-flung city of San Diego has long seen the need for districts, most obviously for geographical and campaign finance reasons. (In 1988, the city jettisoned its hybrid system, adopting purely district elections as opposed to district nominations and citywide runoffs.)

Just for fun, imagine what district elections would look like in Del Mar, the tiny, tony enclave that, if it were turned into four council districts, would have about 1,000 people living in districts covering about 270 acres each. A candidate could cover his/her area by foot in a day. Anyone going to argue one woodsy district would be fundamentally different from another?

Or think of Coronado where a good percentage of its total Latino population (about 10 percent) lives in the bayside Cays or the oceanfront Shores highrises just south of the Hotel del Coronado. (Locals used to joke about the "Taco Towers.")

These affluent Latino residents need their own district?

This isn't to say that district elections can't make sense even in a relatively small city.

Encinitas, for example, could be ripe for districts. After all, it's a loose confederation of distinct communities — Leucadia, old and new Encinitas, Olivenhain and Cardiff-by-the-Sea.

In this quirky city, district elections might make sense, but on cultural, not minority, grounds.

As it happens, the liberal city of Santa Monica is pushing back against a lawsuit alleging its at-large elections discriminate against candidates from its Pico neighborhood. Shenkman says the real issue is power, incumbents holding on to office.

Given the legally lopsided history, Santa Monica will probably have its head lopped off in court come the fall.

Since the law changed on Jan. 1, Shenkman's firm collects \$30,000 every time he persuades (**read: forces**) a city to draw up districts.

Lawsuits? Those are gushers, manna from heaven.

In North County, cities waved the white flag when they received their letters. Farther north, one crazy city is willing to beat its head against a well-worn wall of legal extortion and, despite insanely long odds, hope for a different result.



CITY OF HUNTINGTON BEACH

OFFICE OF THE CITY ATTORNEY

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City Attorney
Mike Vigliotta
Chief Assistant City Attorney

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Brian L. Williams
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Michelle Ditzhazy
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Paul D'Alessandro
Assistant City Attorney
Scott Field
Sr. Deputy City Attorney
Neal Moore
Sr. Deputy City Attorney
Daniel K. Ohl
Deputy City Attorney

May 18, 2017

Mr. Kevin Shenkman
28905 Wight Road
Malibu, CA 90265

RE: City's Response: Violation of California Voting Rights Act

Dear Mr. Shenkman,

I am writing in response to your letter dated April 5, 2017, urging the City of Huntington Beach ("City") to voluntarily change its Charter-provided at-large-system of electing Council Members (otherwise you will be forced to seek judicial relief).

Your letter makes a number of unsupported contentions that the City of Huntington Beach employs an election system that somehow creates a "racially polarized" voting scheme that disenfranchises "Latino" voters. You suggest that the City's at-large system dilutes the ability of Latinos, a "protected class," to elect candidates of their choice or otherwise influence the outcome of City elections. To put it simply, the facts do not support your allegations and the City Attorney disagrees with your conclusions of law and notably, your letter fails to state what relief your clients seek. As such, with the support of the Mayor and City Council, we are prepared to vigorously defend any lawsuit brought by your clients. To be clear, the City is prepared to mount a defense using all available resources to affirm by the highest court that the California Voting Rights Act ("CVRA") is unconstitutional as applied to the City of Huntington Beach.

A couple of important facts that have come to light in my Office's research and analysis. Contrary to your 17% assertion, only 13% of eligible voters are of our Latino community – the vast majority of which (77% to be precise), do not live within a particularly concentrated area of the City – so modifying the City's method of electing Council Members such as going to election districts for instance, would be of no import or

Shenkman Letter

consequence. When reviewing demographic and historical voter information, the data reveals that the City of Huntington Beach has, unlike perhaps other cities, a fairly even racial “mix” across the City, such that no one racial group is disproportionately disadvantaged in the election process. The demographics of the City of Huntington Beach is unlike all the other cities you have filed suit against. It appears by your standard form letter, you either did not research the demographic and historical voter data for this City, or when you did, you drew the wrong conclusions.

While this letter is not intended to reveal the City’s defense strategy or provide all the legal theories the City has explored (and will continue to explore) and will advance if sued, the two recent California Court of Appeal cases analyzing the CVRA that you cited are instructive and support the City’s position.

The case you cited, *Jaureguil v. City of Palmdale*, provided some guidance with regard to the applicability of the CVRA to Charter Cities; the *City of Palmdale* case ***is not dispositive with regard to Huntington Beach***. For example, notwithstanding recent amendments made to the Elections Code, one of the factors left unaddressed by the Court of Appeal is the applicability of the CVRA to Charter Cities when the City has ***expressly adopted its voting scheme in its Charter*** as is the case in the City of Huntington Beach (see concurring opinion of Justice Mosk). In addition, the Court of Appeal made several references to the underlying facts of the case, that were not issues on appeal, and it appears the Court of Appeal would have considered these issues had they been further litigated. One such issue was the Superior Court’s exclusion of certain evidence that may have been telling regarding whether there was in fact racially polarized voting.

In addition, to the “Home Rule” doctrine, the *City of Palmdale* case did not present or resolve a number of other constitutional issues and therefore these are left unresolved by California or Federal courts. For example, the CVRA ***improperly places a clearly legislative process***, i.e., determining a voting scheme for a jurisdiction, into the hands of the judiciary.

The “Separation of Powers” doctrine, crucial to the Federal, State, and Local governance, is unconstitutionally disregarded by the CVRA. “The accumulation of all powers, legislative, executive and judicial in the same hands, whether of one, a few, or many, and whether hereditary, self-appointed, or elective, may justly be pronounced the very definition of tyranny.” (James Madison, Federalist No. 51, 1788; among other authorities). It is the legislative branch of government that makes the law, including determining voting schemes and creating districts by determining through the legislative process district boundaries. The Courts on the other hand are tasked with ***interpreting and enforcing laws, not creating new laws*** (i.e., how Charter Cities conduct elections) ***by judicial fiat***.

As you know, prior to *Jaureguil v. City of Palmdale*, the California Court of Appeal decided a leading case with regard to the constitutionality of the CVRA; *Sanchez v. City of Modesto*. Notably and very importantly, the Court of Appeal in *City of Modesto* provided a road map to cities seeking to challenge the CVRA. The Court of Appeal specifically instructed (cities like Huntington Beach) that “[A]city may, however, use similar arguments to attempt to show *as-applied* invalidity later if liability is proven and a specific application or remedy is considered that warrants the attempt. For example, if the court entertains a remedy that uses race, such as a district-based election system in which race is a factor in establishing district boundaries, ***defendants may again assert the weighty constitutional issues*** they have raised here. (*Sanchez v. City of Modesto*, (2006) 145 Cal. App. 4th 660, 665.)

Notwithstanding the City of Huntington Beach’s other strong arguments, there are a host of issues alluded to by the Court of Appeal in the *City of Modesto* case with regard to the constitutionality of the CVRA. Among such issues is the reverse discrimination at work if the CVRA is applied to the City of Huntington Beach. This kind of reverse discrimination implicates Equal Protection and Due Process clauses of the U.S. and California Constitutions. A certain class cannot displace any classification of voters, including the First Amendment rights of free speech. Any lawsuit against the City of Huntington Beach will draw a Cross-Complaint by the City against Plaintiff with possible anti-SLAPP ramifications. Finally, with regard to issues we are raising in this letter, the issue of Federal Preemption of the CVRA by the Federal Voters Rights Act provisions remains unresolved.

We also note that the imposition of mandated programs such as set forth in the CVRA, appears to be a State-imposed mandate, which the State must reimburse cities cost otherwise such a mandate amounts to an unconstitutional and impermissible “Unfunded State Mandate.” If a lawsuit is filed, the City of Huntington Beach plans to immediately seek reimbursement from the State for any and all costs associated with any studies, implementation and legal fees, etc., required by the City. The City will encourage other California cities to seek similar reimbursement from the State as well.

If your claim is to advance the interests of the Latino voters in our community, you need to ask yourself and discuss with your clients, is it better that our Latino community have *13% influence over the election of seven Council Members in an at-large system*, or is it better they have up to (at most) 23% influence over a single Council Member (as hypothetically determined) in a district-by-district system. Based upon the demographics in the City and historical voting patterns, *many in our Latino community may decide for themselves that they would rather influence all seven elections of Council Members, rather than have an attorney like yourself effect a change in the system such that the voices in our Latino community are diminished, restricted, or taken away*, and relegated

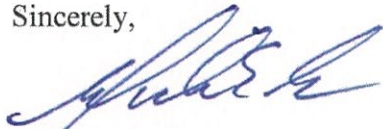
to a mere 23% influence of a single Council Member. By the way, 23% does not guarantee the election of any particular candidate from any particular racial group. Clearly your "cause" as it relates to Huntington Beach does not have the best interest of our Latino community, or any racial group in mind. If that was your design and motivation, you would see that the at-large system in Huntington Beach is *more beneficial as it offers more of a voice, with more influence*, to the "class" of our Latino voters you claim to represent.

With the unanimous support of the Mayor and Members of the City Council, we are ready, willing, and able to fight any such lawsuit contemplated by your letter. Because you are clearly unfamiliar with the demographic and historical voting in Huntington Beach you clearly do not have the best interests of our Latino community in mind, and you clearly have not identified all of the meritorious constitutional arguments in favor of the City of Huntington Beach, I would request that you reconsider your threat to file a lawsuit against the City. I believe that as long as the Mayor and Members of the City Council are willing to defend the City against such a lawsuit, by your lawsuit, you may chart a course to set new, uninvited legal precedent that finds the CVRA, or portions of it, unconstitutional, which will allow the City of Huntington Beach and other cities like it, to conduct elections as they have been.

As the City Attorney of this great City, and in the interest of having all of the people of the City informed, I request that you share this letter in its entirety with your clients. It is important to me that those seeking the best interest of the City, or to improve the City, have *all* of the information available to them.

Thank you and please let me know if you have any questions.

Sincerely,



Michael E. Gates
City Attorney

MEG/ct



28905 Wight Road
Malibu, California 90265
(310) 457-0970
kshenkman@shenkmanhughes.com

VIA CERTIFIED MAIL

April 5, 2017

Robin Estanislau - City Clerk
City of Huntington Beach
2000 Main Street
Huntington Beach, CA

Re: *Violation of California Voting Rights Act*

The City of Huntington Beach (“Huntington Beach”) relies upon an at-large election system for electing candidates to its City Council. Moreover, voting within Huntington Beach is racially polarized, resulting in minority vote dilution, and therefore Huntington Beach’s at-large elections violate the California Voting Rights Act of 2001 (“CVRA”).

The CVRA disfavors the use of so-called “at-large” voting – an election method that permits voters of an entire jurisdiction to elect candidates to each open seat. *See generally Sanchez v. City of Modesto* (2006) 145 Cal.App.4th 660, 667 (“*Sanchez*”). For example, if the U.S. Congress were elected through a nationwide at-large election, rather than through typical single-member districts, each voter could cast up to 435 votes and vote for any candidate in the country, not just the candidates in the voter's district, and the 435 candidates receiving the most nationwide votes would be elected. At-large elections thus allow a bare majority of voters to control every seat, not just the seats in a particular district or a proportional majority of seats.

Voting rights advocates have targeted “at-large” election schemes for decades, because they often result in “vote dilution,” or the impairment of minority groups’ ability to elect their preferred candidates or influence the outcome of elections, which occurs when the electorate votes in a racially polarized manner. *See Thornburg v. Gingles*, 478 U.S. 30, 46 (1986) (“*Gingles*”). The U.S. Supreme Court “has long recognized that multi-member districts and at-large voting schemes may operate to minimize or cancel out the voting strength” of minorities. *Id.* at 47; *see also id.* at 48, fn. 14 (at-large elections may also cause elected officials to “ignore [minority] interests without fear of political consequences”), citing *Rogers v. Lodge*, 458 U.S. 613, 623 (1982); *White v. Register*, 412 U.S. 755,

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769 (1973). “[T]he majority, by virtue of its numerical superiority, will regularly defeat the choices of minority voters.” *Gingles*, at 47. When racially polarized voting occurs, dividing the political unit into single-member districts, or some other appropriate remedy, may facilitate a minority group’s ability to elect its preferred representatives. *Rogers*, at 616.

Section 2 of the federal Voting Rights Act (“FVRA”), 42 U.S.C. § 1973, which Congress enacted in 1965 and amended in 1982, targets, among other things, at-large election schemes. *Gingles* at 37; *see also* Boyd & Markman, *The 1982 Amendments to the Voting Rights Act: A Legislative History* (1983) 40 Wash. & Lee L. Rev. 1347, 1402. Although enforcement of the FVRA was successful in many states, California was an exception. By enacting the CVRA, “[t]he Legislature intended to expand protections against vote dilution over those provided by the federal Voting Rights Act of 1965.” *Jauregui v. City of Palmdale* (2014) 226 Cal. App. 4th 781, 808. Thus, while the CVRA is similar to the FVRA in several respects, it is also different in several key respects, as the Legislature sought to remedy what it considered “restrictive interpretations given to the federal act.” Assem. Com. on Judiciary, Analysis of Sen. Bill No. 976 (2001-2002 Reg. Sess.) as amended Apr. 9, 2002, p. 2.

The California Legislature dispensed with the requirement in *Gingles* that a minority group demonstrate that it is sufficiently large and geographically compact to constitute a “majority-minority district.” *Sanchez*, at 669. Rather, the CVRA requires only that a plaintiff show the existence of racially polarized voting to establish that an at-large method of election violates the CVRA, not the desirability of any particular remedy. *See* Cal. Elec. Code § 14028 (“A violation of Section 14027 *is established* if it is shown that racially polarized voting occurs ...”) (emphasis added); *also see* Assem. Com. on Judiciary, Analysis of Sen. Bill No. 976 (2001–2002 Reg. Sess.) as amended Apr. 9, 2002, p. 3 (“Thus, this bill puts the voting rights horse (the discrimination issue) back where it sensibly belongs in front of the cart (what type of remedy is appropriate once racially polarized voting has been shown).”)

To establish a violation of the CVRA, a plaintiff must generally show that “racially polarized voting occurs in elections for members of the governing body of the political subdivision or in elections incorporating other electoral choices by the voters of the political subdivision.” Elec. Code § 14028(a). The CVRA specifies the elections that are most probative: “elections in which at least one candidate is a member of a protected class or elections involving ballot measures, or other electoral choices that affect the rights and privileges of members of a protected class.” Elec. Code § 14028(a). The CVRA also makes clear that

“[e]lections conducted prior to the filing of an action ... are more probative to establish the existence of racially polarized voting than elections conducted after the filing of the action.” *Id.*

Factors other than “racially polarized voting” that are required to make out a claim under the FVRA – under the “totality of the circumstances” test – “are probative, but not necessary factors to establish a violation of” the CVRA. Elec. Code § 14028(e). These “other factors” include “the history of discrimination, the use of electoral devices or other voting practices or procedures that may enhance the dilutive effects of at-large elections, denial of access to those processes determining which groups of candidates will receive financial or other support in a given election, the extent to which members of a protected class bear the effects of past discrimination in areas such as education, employment, and health, which hinder their ability to participate effectively in the political process, and the use of overt or subtle racial appeals in political campaigns.” *Id.*

Huntington Beach’s at-large system dilutes the ability of Latinos (a “protected class”) – to elect candidates of their choice or otherwise influence the outcome of Huntington Beach’s council elections.

The council elections in 2014, 2004 and 2002 are illustrative. In 2014 election, a Latino candidate – Hector Valdez – ran and lost. In 2002 and 2004, another Latino candidate – Jim Moreno – ran and lost. In each instance, Mr. Valdez and Mr. Moreno, respectively, received significant support from Latino voters, but fell short of securing a seat in Huntington Beach’s at-large election due to the bloc voting of Huntington Beach’s majority non-Latino electorate. In fact, as a result of this racially polarized voting, Huntington Beach appears to have not had even a single Latino council member in recent history.

According to recent data, Latinos comprise approximately 17.1% of the population of Huntington Beach. The contrast between the significant Latino population and the very limited success of Latinos to be elected to the City Council is telling.

As you may be aware, in 2012, we sued the City of Palmdale for violating the CVRA. After an eight-day trial, we prevailed. After spending millions of dollars, a district-based remedy was ultimately imposed upon the Palmdale city council, with districts that combine all incumbents into one of the four districts.

Given the historical lack of Latino representation on the city council in the context of racially polarized elections, we urge Huntington Beach to voluntarily change its at-large system of electing council members. Otherwise, on behalf of residents

within the jurisdiction, we will be forced to seek judicial relief. Please advise us no later than May 22, 2017 as to whether you would like to discuss a voluntary change to your current at-large system.

We look forward to your response.

Very truly yours,

A handwritten signature in black ink, appearing to be 'KS', written in a cursive style.

Kevin I. Shenkman

Natalie Sanchez

From: Anthony Mejia
Sent: Wednesday, July 19, 2017 10:25 AM
To: Natalie Sanchez; Desiree Jimenez
Subject: FW: By District Voting

On Jul 19, 2017, at 9:43 AM, Edward Donnelly [REDACTED] wrote:

Marina,

I would like to express my support for the City to authorize a response to Kevin Shenkman, who is representing the Southwest Voter Registration Education Project that strongly asserts that there is no violation of the CVRA here in South Pasadena. Additionally, I encourage you and your colleagues on the Council to vigorously defend our small city from this type of litigious interference in our local elections.

Thank you,

Ed Donnelly
1935 Edgewood Dr.
South Pasadena, CA 91030

Natalie Sanchez

From: Anthony Mejia
Sent: Wednesday, July 19, 2017 12:52 PM
To: Natalie Sanchez; Desiree Jimenez
Subject: FW: Item 26

From: Harry Knapp [REDACTED]
Sent: Wednesday, July 19, 2017 12:49 PM
To: Anthony Mejia
Subject: Item 26

Please relay to the council, that we are firmly in favor of Option 2. We must fight this ridiculous suggestion of have voting districts.

Harry & Clarice Knapp
417 El Centro St.

Additional Material
AGENDA ITEM # 20
7/19/17 City Council Mtg.
Knapp

Natalie Sanchez

From: Anthony Mejia
Sent: Wednesday, July 19, 2017 1:33 PM
To: Natalie Sanchez; Desiree Jimenez
Subject: FW: California voting rights act

-----Original Message-----

From: Stephen Lee [REDACTED]
Sent: Wednesday, July 19, 2017 1:30 PM
To: Anthony Mejia
Subject: California voting rights act

Hi, I would like to request that the City Council authorize a response letter to the plaintiff's council representing Kevin Shankman to assert that there has been no violation of the California Voting rights act in South Pasadena.

I speak for myself, a South Pasadena resident at 1404 Laurel St, and for my parents (Paul and Rose Lee) who live at 1924 Alpha Ave.

Thank you,
Stephen and Amy Lee

Sent from my iPhone

Natalie Sanchez

From: Anthony Mejia
Sent: Wednesday, July 19, 2017 2:12 PM
To: Natalie Sanchez; Desiree Jimenez
Subject: FW: For tonight's council meeting

From: Mark Dreskin [<mailto:mdreskin@mac.com>]
Sent: Wednesday, July 19, 2017 2:02 PM
To: Anthony Mejia
Subject: Fwd: For tonight's council meeting

Begin forwarded message:

From: Mark Dreskin [REDACTED]
Date: July 19, 2017 at 1:56:37 PM PDT
To: "mkhubesrian@southpasadenaca.gov" <mkhubesrian@southpasadenaca.gov>
Cc: Mark Dreskin [REDACTED]
Subject: Re: For tonight's council meeting

To whom it may concern:

It has come to my attention that the city has a proposal that there be districting into blocks with representation of a single council member for separate districts, as opposed to current, well-established system.

My response, as a long time South Pasadena resident, is that I have always found our council to be representative of widely divergent concerns in our community. I don't know if this is true in every city considering these measures, but it this measure is particularly maladaptive in our city, where there has always been a uniquely open ended process to ensure the concerns of all our residents are heard and addressed. My friends and neighbors have been open participants. There are many recent examples involving our schools, city plan updates etc.

My second response to hearing of this is a reflexive skepticism towards what is driving the effort toward change, and if it is warranted. Seeing that it is being considered across CA, I presume it is not driven my local concerns. I know for certain there is nothing warranting a change and and that the basic principle of "if it isn't broken, don't fix it" should be what we apply.

However, most galling of all is what I am to understand is an analysis that relies on surnames to make assumptions about cultural makeup in our communities. In addition to how deeply offensive it is to assume community concerns are strictly "clannish," based on ones country of origin or belief system, it is a

terrible reinforcement of a bias we should be discouraging, based on how ones last name sounds. Furthermore, what about the changes in surnames that occur with intermarriage? I can't imagine a computer algorithm identifying an old friend of mine, Mei-Ling Schwartz, as being of Asian origin. And, again, this should be of no significance in any case. But she and her Caucasian husband would be more likely to have similar concerns for their local government than Mei-Ling and her sister in Chicago.

In closing, I am appalled that this is being considered in any context, particularly for our small, relatively well-represented and smoothly functioning city and community, and I recommend that this be vigorously opposed at the highest level.

Respectfully,
Mark Dreskin, MD

Natalie Sanchez

From: Erik Gammell [REDACTED]
Sent: Wednesday, July 19, 2017 2:49 PM
To: CCO
Cc: Anthony Mejia; City Clerk's Division

Members of City Council & Our City Clerk,

I am unable to attend tonight's City Council Meeting but want to voice my opinion on the potential for the city to switch from At-Large to District-Based voting for council. I urge you to authorize a response letter to the plaintiffs council, Kevin Shenkman, asserting no violation of the California Voting Rights Act.

Thank you for your time and service to our city,

Erik Gammell
(310)403-3460

Anthony Mejia

From: Suzie Abajian [REDACTED]
Sent: Wednesday, July 19, 2017 6:50 PM
To: Anthony Mejia
Cc: Marina Khubesian; Michael Cacciotti; Robert Joe; Diana Mahmud; Richard D. Schneider
Subject: Comment on Agenda item #26- July 19, 2017

Dear Mayor Cacciotti and members of the City Council,

My letter is regarding item #26 on the July 19, 2017 agenda of the City Council meeting.

As our city is considering whether to transition from an at-large electoral system to a district-based electoral system for members of the city council, I would like to urge the city council to authorize a response letter to plaintiff's counsel, Kevin Shenkman, asserting no violation of the California Voting Rights Act.

Although district-based electoral systems make sense for large cities such as Los Angeles that have somewhat segregated neighborhoods along racial and socioeconomic lines, it doesn't make much sense for a small city such as ours that is geographically well-integrated.

In fact, district-based elections have the potential to negatively impact our small city by diluting the voting block of Latin@s, Asians and other racial and ethnic minorities.

Also, district-based elections may potentially limit the pool of qualified candidates from running for an essentially volunteer and time-consuming public service position.

For these reasons, I urge the city council to vote on option 2 of agenda item 26.

Sincerely,

Suzie Abajian, Ph.D.

SPUSD Governing Board member



SHARED FIRE COMMAND AGREEMENT

JULY 19, 2017

City of South Pasadena



Shared Fire Command Agreement



BACKGROUND

- On May 3, 2017, the City Council voted unanimously to terminate the current Tri-City Shared Fire Command Agreement
- *Tri-City Agreement officially terminates July 20, 2017 @ 0800*
- Direction was also given to the City Manager to begin negotiations with the City of San Marino for a two city Cooperative Agreement for the sharing of Fire Command Staff (Division Chief)

Shared Fire Command Agreement



BACKGROUND (Continued)

- Negotiations between the two Cities focused on developing an agreement that:
 - * Continues to provide the highest level of fire and paramedic services to the communities at a reduced cost
 - * Maintains local control and preserves community specific identity and responsiveness
 - * Develops a consistent and effective management structure that fosters positive synergy at all levels of the organization

Shared Fire Command Agreement



ORGANIZATIONAL STRUCTURE

Fire Chief

- *Each City maintains their own Fire Chief

Division Chief

- *Each City maintains one (1) Division Chief

Each City will be solely responsible for the filling of their own Fire Chief and Division Chief

Shared Fire Command Agreement



Organizational Structure (Continued)

Shared Division Chief

* The remaining Division Chief will be classified as the "Shared Command Position"

* Each City will be responsible for 50% of the mutually agreed upon costs of the Shared Division Chief

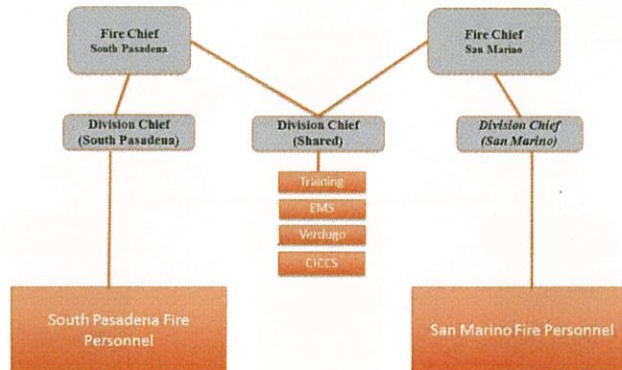
* Filling of the Shared position will be achieved by a competitive testing process open to qualified employees from both cities

The Division Chiefs will be assigned to a 24 hour shift and respond out of San Marino's Station 91

Shared Fire Command Agreement



Shared Fire Command Organizational Chart

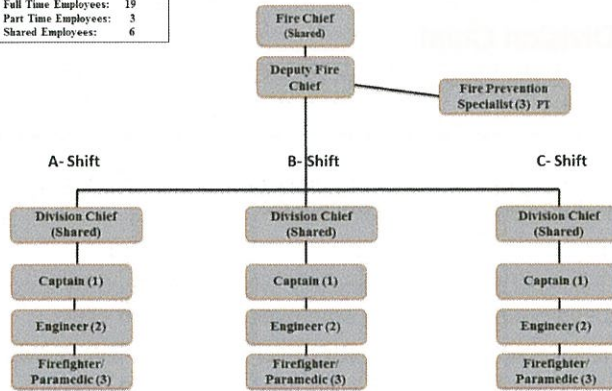


Shared Fire Command Agreement



Fire Department Current FY 2016-17 Organizational Chart

Full Time Employees:	19
Part Time Employees:	3
Shared Employees:	6

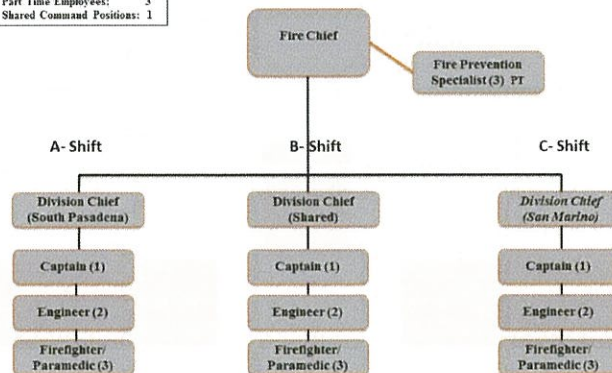


Shared Fire Command Agreement



Fire Department Proposed FY 2017-18 Organizational Chart

Full Time Employees:	21
Part Time Employees:	3
Shared Command Positions:	1



Shared Command Staff Agreement Staffing



Positions	Prior to Tri-City Agreement	Tri-City Agreement	Two-City Agreement
<i>Full-Time Employees (FTE)</i>	22 FTE	19 FTE	21 FTE
<i>Fire Chief</i>	One (1) Fire Chief	One (1) shared Fire Chief	Each City has its own Fire Chief
<i>Division Chief</i>	Three (3) (Battalion Chiefs)	Three (3) shared Division Chiefs	(1) Division Chief (1) shared Division Chief
<i>Deputy Fire Chief</i>	n/a	Three (3) shared Deputy Fire Chiefs	n/a

Shared Command Staff Agreement



Fiscal Impact

- Creates a sustainable funding model that maximizes savings while being responsive to the needs of the community

Projected Savings

- Command Staff cost comparison between FY 2016-17 Tri City Command Staff costs and FY 2017-18 Cooperative Agreement with San Marino (budgeted)

City	2016-17 Tri-City Command Staff	2017-18 Cooperative Agreement with San Marino
South Pasadena	\$663,700	\$616,200
Total Projected Savings		\$47,500

Shared Command Staff Agreement



South Pasadena	Proposed Two City Model projected savings	Expense
Fire Chief		\$243,700 (\$16 a month increase from current Deputy Chief Salary)
Division Chief		\$195,000 (Top step with benefits)
Shared Division Chief		\$97,500 (50% of \$195,000)
Division Chief Overtime		\$40,000
Dispatch Fees/Command Vehicle		\$40,000
		Total Expense: \$616,200

Shared Command Staff Agreement



Recommendation

- Authorize the City Manager to enter into a Cooperative Agreement with the City of San Marino for the sharing of Fire Department Command Staff; and
- Authorize the City Manager to increase the number of full-time employees of the Fire Department by two Division Chiefs

** On July 12, 2017, the San Marino City Council voted 5-0 to approve the proposed agreement

Shared Command Staff Agreement

Questions



