



## Additional Documents Distributed for the Regular City Council Meeting April 17, 2019

Item No.	Agenda Item Description	Distributor	Document
PC	Public Comments	Holy Family Church	Email
PC	Public Comments	Teamorrow	Email
PC	Public Comments	Ellen Panskey	Email
8	Presentation	SALEF	PowerPoint, Photos
9	Councilmember Communications	Councilmember Joe	PowerPoint; Photos
9	Councilmember Communications	Councilmember Cacciotti	PowerPoint; Photos
9	Councilmember Communications	Mayor Khubesrian	PowerPoint; Photos
17	Adoption of Resolution Confirming the Fire Department's Compliance with Mandated Inspection Duties	Paul Riddle Fire Chief	Staff Memo re. fire inspections
23	Award of Contract for On-Call Material Testing and Geotechnical Services to Geo Teck,	Dan Ojeda Interim Public Works Director	Staff Memo re. contractor's hourly rates
30	Presentation of Draft Comprehensive Annual Financial Report for FY ending June 30, 2018	Craig Koehler Finance Director	Staff Memo re. clarifications and corrections for presentation
31	Approval of the Dedication Tree Planting Policy	Sheila Pautsch Community Services Director	Staff Memo re. clarifications re Memo
32	General Plan Update Agreements w/ Psomas and Placesworks	David Bergman Interim Planning & Building Director	Staff Memo re. clarifying scope of work
33	Approval of Fiscal Year 2019-20 Objectives for 2018-2023 Strategic Plan	Stephanie DeWolfe City Manager	PowerPoint
35	Capital Improvement Plan Quarter Three Project Updates	Craig Koehler Finance Director	PowerPoint; Staff Memo

## Marc Donohue

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**From:** Marina Khubesrian  
**Sent:** Tuesday, April 16, 2019 4:39 PM  
**To:** Marc Donohue  
**Subject:** Fwd: Minimum Wage Initiative

Marina Khubesrian, M.D.  
Mayor  
City of South Pasadena

Begin forwarded message:

**From:** Cambria Smith <[csmith@southpasadenaca.gov](mailto:csmith@southpasadenaca.gov)>  
**Date:** April 16, 2019 at 4:27:21 PM PDT  
**To:** [mkhubesrian@southpasadenaca.gov](mailto:mkhubesrian@southpasadenaca.gov)  
**Subject:** Minimum Wage Initiative

Dear Mayor Pro Tem Khubesrian,

I am writing to you on behalf of Holy Family Church to urge that you pass the proposed ordinance for the Minimum Wage Initiative. Last month, Holy Family's Pastoral Council passed a unanimous motion to support this initiative.

The Catholic Church in this country has been advocating for "just wages" for well over a century, and, in fact, was the first religious community to stand up for living wages. For the Catholic Church, work is more than just a job: it is a reflection of our human dignity and a way to contribute to the common good. Wages earned from work are the primary way people meet their material needs and contribute to the common good. In our Catholic tradition, a living wage is a fundamental right of workers and a moral imperative of employers because it provides workers with the means and resources to form and support a family.

As employers ourselves, Holy Family Church and School recognize the struggle to balance the social good of paying a more just wage with the need to cover so many other costs to keep businesses and nonprofits functioning. However, the moral imperative to do everything we can to pay just wages and to reduce the widening income gap in our country is starkly clear. In their 2014 testimony to the Senate on raising the federal minimum wage, Archbishop Thomas Wenski and Fr. Larry Snyder, President of Catholic Charities USA, stated that: "Just wages allow us to develop more fully as individuals, families, neighborhoods, communities, parishes, and even society as a whole."

We have made the decision as a parish and a school that we will adopt the proposed initiative's minimum wage guidelines for the few employees who are currently earning less than \$15.00 per hour, regardless of whether or not the initiative passes in South Pasadena, even though we would be exempt from the requirement as a qualifying nonprofit. Thus, on July 1<sup>st</sup>, 2019 all of our parish and school employees will earn no less than \$14.25 per hour, and on July 1<sup>st</sup>, 2020, all employees will earn at least \$15.00 per hour. We are striving to manifest the values of our faith tradition in a way that is consistent towards our employees.

Our earnest hope and prayer is that the South Pasadena City Council will support the flourishing of working individuals and families by passing the proposed ordinance for the Minimum Wage Initiative.

Sincerely,

Cambria Tortorelli  
Parish Life Director

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**Cambria Tortorelli**  
PARISH LIFE DIRECTOR



1527 Fremont Avenue  
South Pasadena, CA 91030-3824

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email [parishlife@holyfamily.org](mailto:parishlife@holyfamily.org)  
website [www.holyfamily.org](http://www.holyfamily.org)

Holy Family is a welcoming Catholic Eucharistic community of disciples of Jesus Christ connecting faith with life and reaching out to those in need.

## Marc Donohue

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**From:** Teamorrow Support  
**Sent:** Monday, April 15, 2019 6:06 PM  
**To:** Marc Donohue  
**Cc:**  
**Subject:** Minimum Wage Impact

Hello Marc,

We are your friends at TeaMorrow Tea House:)

We just heard that there might be a potential debate regarding the impact of an accelerated minimum wage increase. As a new member of this lovely community, we would definitely like to share our ideas on that.

South Pasadena has its unique charm and great business environment in our eyes. That's why we came here in 2017 and chose SP as TeaMorrow's birthplace. After that, we feel more small businesses came to SP or are planning to come here. This is definitely a great signal for all the community members and our city!

Among all factors, lower labor cost compared to Pasadena and Los Angeles is one of the advantages SP has. We therefore think it would be better off that SP could keep it this way. So SP could play to its advantage and attract more small businesses to settle here.

Thank you very much for your time and consideration! We wish the best for our adorable community. Please feel free to let us know if anything we can help.

Sincerely,  
Shawn, Tiger and TeaMorrow Team

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## Marc Donohue

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**From:** Ellen Pansky <  
**Sent:** Monday, April 15, 2019 8:18 PM  
**To:** Marc Donohue  
**Subject:** Minimum wage

I support an accelerated increase to the \$15 minimum wage.  
Ellen Pansky  
Pansky Markle Attorney's at Law  
Sent from my iPhone

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Additional Material  
AGENDA ITEM # 8  
4/17/19 City Council Mtg.







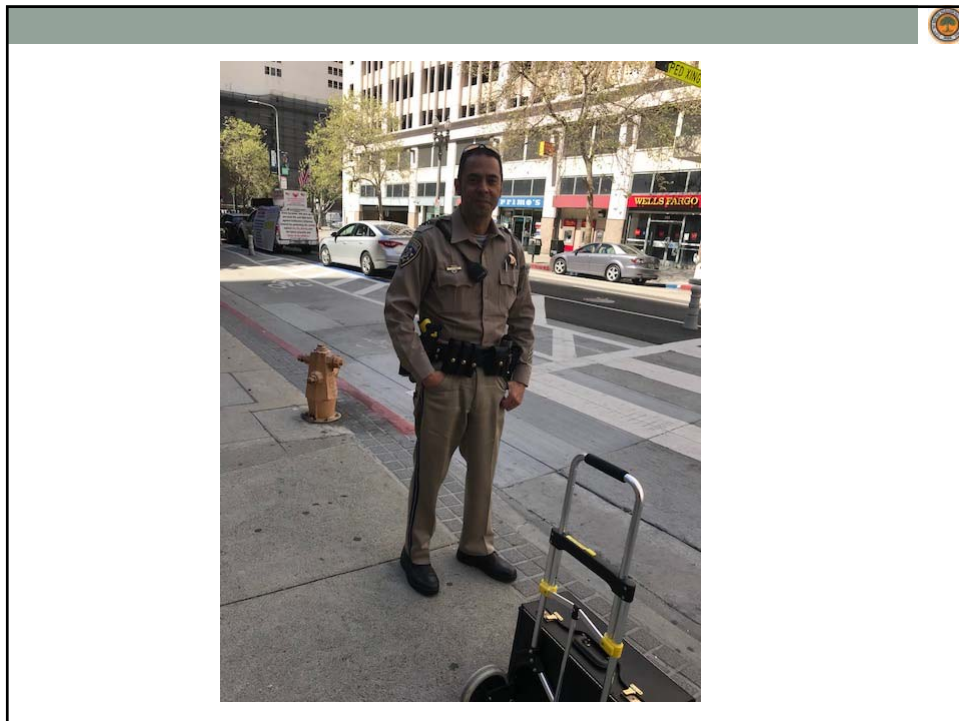
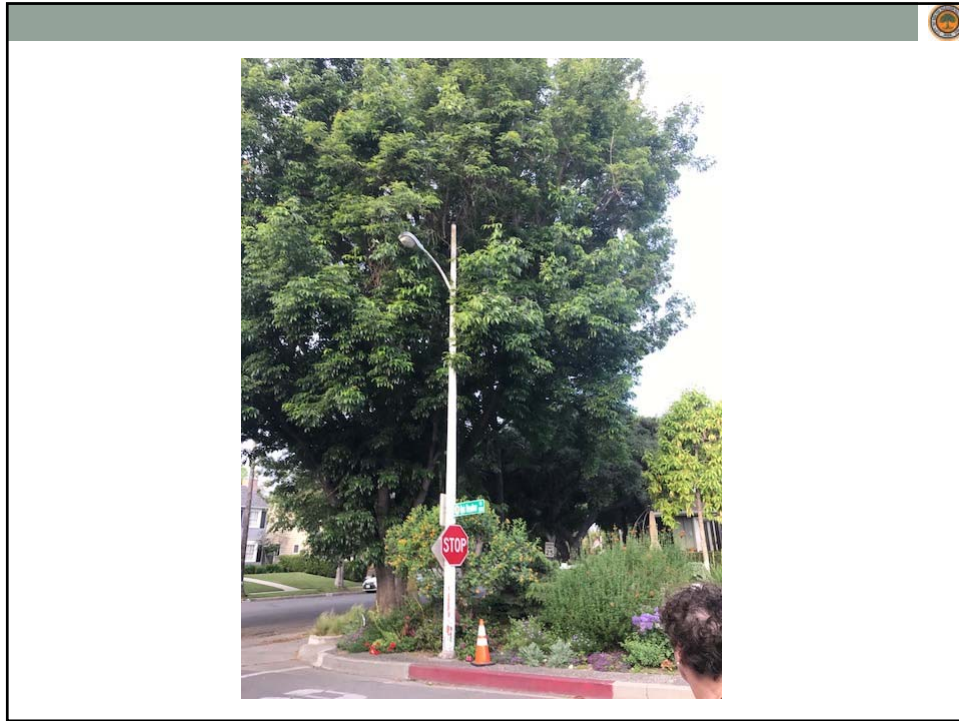


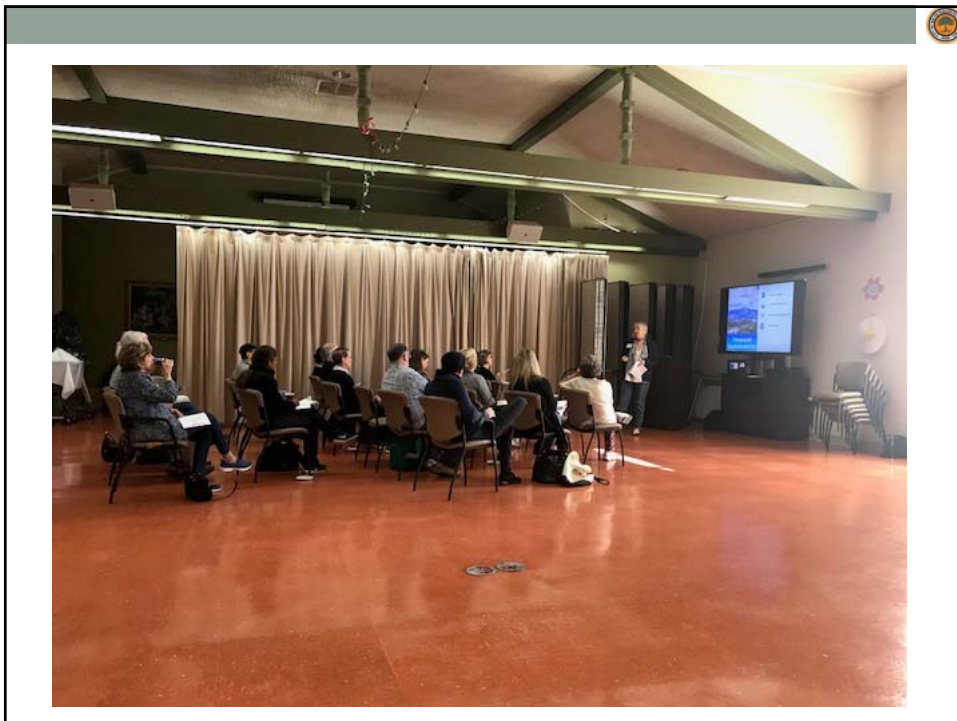




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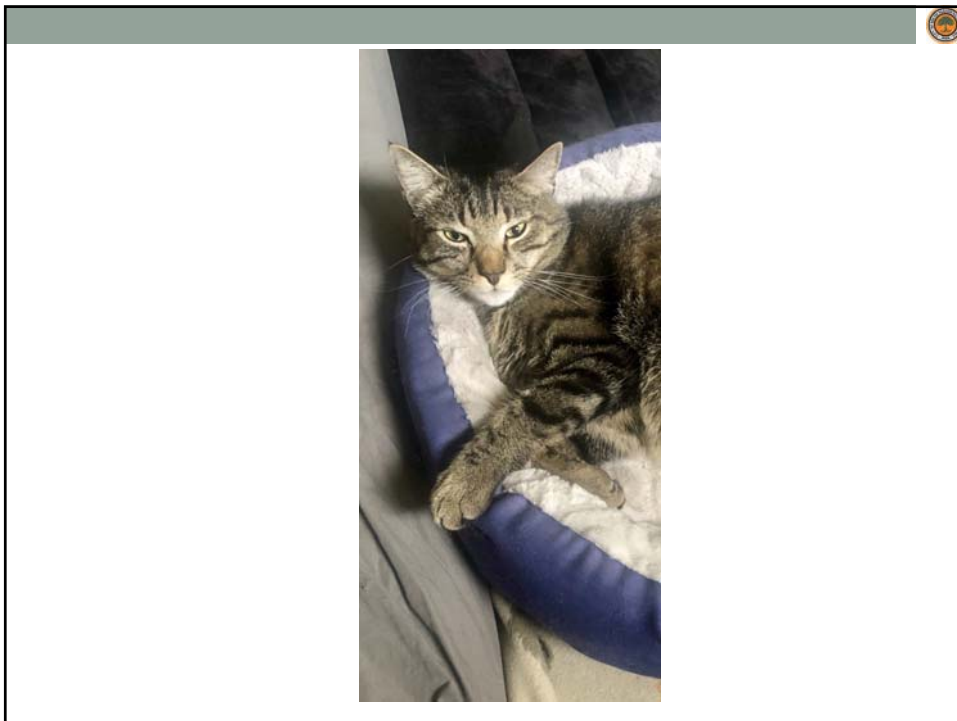
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## City of South Pasadena Fire Department

# Memo

**Date:** April 17, 2018

**To:** The Honorable City Council

**Via:** Stephanie DeWolfe, City Manager 

**From:** Paul Riddle, Fire Chief

**Re:** April 17, 2019, City Council Meeting Item No.17 Additional Document –  
Adoption of Resolution Confirming the Fire Department's Compliance with  
Mandated Inspection Duties

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Below is an additional document which provides an explanation of the process in which the Fire Department complies with its mandated inspection duties. The additional document is in response to a Council Members request.

On an annual basis, the Fire Department conducts occupancy inspections of all businesses, schools, apartment complexes and accessory structures to those buildings that are within the City limits. To complete these inspections, the occupancies are divided among the three shifts of the Fire Department (A-Shift, B-Shift and C-Shift) as well as the department's part-time Fire Prevention Specialist. Each shift Captain is responsible for coordinating monthly inspections of occupancies that are due for an annual inspection. Each Captain is also responsible for inputting the results of the inspection into a data base that is accessible on the City's network. These inspections include all of the mandated inspection duties.

Fire Department personnel conducting the inspection utilize a standardized Fire and Life Safety Inspection Form to document their findings. At the conclusion of the inspection, a copy of this inspection form is given to the owner/representative of the occupancy and the findings are explained. If a re-inspection is required, Fire Department personnel advise the owner/representative and a re-inspection date is scheduled. Upon completion

Additional Material  
AGENDA ITEM # 17  
4/17/19 City Council Mtg.

of an inspection where no violations are found or when all violations are corrected, the completed form is filed and saved for the required retention period.

In 2018, the Fire Department completed 1,163 inspections averaging 96 inspections per month. The monthly average for inspections does occasionally vary due to unanticipated high emergency call volume. Five hundred of the completed inspections were State Mandatory Inspections. On average, 25% of all inspections required a re-inspection, 10% required a 2<sup>nd</sup> re-inspection and less than 5% required additional inspections. All inspections for 2018 are complete with no outstanding violations.

The Fire Department currently utilizes paper forms to complete and document the annual inspections. To better document inspections, the department is researching the possibility of switching to an electronic inspection form.





## City of South Pasadena Public Works

# Memo

**Date:** April 17, 2019

**To:** The Honorable City Council

**Via:** Stephanie DeWolfe, City Manager 

**From:** Daniel Ojeda, P.E., Interim Director of Public Works   
Alex Chou, Associate Civil Engineer 

**Re:** April 17, 2019 City Council Meeting Item No. 23 Additional Document –Award of Contract for On-call Material Testing and Geotechnical Services to Geo Teck, Inc., for a Not-to-Exceed Amount of \$201,600

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Attached is additional information about consultant's staff hourly rates for the duration of the contract. The consultant has informed the City that the hourly rates for Engineers and Project Managers along with all of the Laboratory Testing Fees will remain fixed for the entire duration of the contract. However, the field inspection personnel are bounded by the requirements of California State Prevailing Wage and the Director of Industrial Relations (DIR), the consultant is required to pay at the current prevailing wage rate. Field Inspection personnel are listed under "Building/Construction Inspector and Field Soils and Material Tester" in the DIR.

Additional Material  
AGENDA ITEM # 23  
4/17/19 City Council Mtg.




City of South Pasadena  
Finance Department

# Memo

**Date:** April 17, 2019

**To:** The Honorable City Council

**Via:** Stephanie DeWolfe, City Manager 

**From:** Craig Koehler, Finance Director

**Re:** April 17, 2019 City Council Meeting Item No. 30 Staff Report

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Listed below are clarifications and corrections to the presentation of the Draft Comprehensive Financial Annual Report for Fiscal Year Ending June 30, 2018.

**To clarify the funds identified within the CAFR, when making a reference to the Governmental Activities it is referring to the General Fund, and when making a reference to the Business-Type Activates, it is in referring to the Enterprise Fund.**

**It is Council's policy to retain 25% of the General Fund as emergency reserves, and in connection with the Water Fund (Enterprise Fund) 30% (approximately \$2.1M) is reserved per bond covenants. The total General Fund emergency reserves are approximately 37% of the General Fund expenditures (\$11.2M).**

Page 30-1, Executive Summary is revised to state as clarified below:

"The CAFR is a complete set of financial statements that summarizes the city's financial position for the Fiscal Year. The report is prepared annually by city staff and audited by an independent auditing firm. The purpose of the audit is to provide a reasonable assurance from an independent source that the information is reliable. The audit for FY18 was recently completed by Rogers, Anderson, Melody & Scott, LLP, who rendered an unmodified opinion, the optimal opinion issued by independent auditors. The City's net position increased by \$4,277,162 ([Business Type](#))

Additional Material  
AGENDA ITEM # 30  
4/17/19 City Council Mtg.

Activities only, before restatement) over the prior year; this was due primarily to the increased value of the City's capital assets such as land, infrastructure and buildings, minus the increases in the City's net pension liability, and loans payable."

Page 30-2, Second Bullet point is revised to state:

- At the close of the current Fiscal Year, the City's governmental funds reported combined fund balances of \$24,149,604 a decrease of (\$494,660). Of the amount, \$10,308,576, or approximately 43% of total fund balances (General Fund and Non major Governmental Funds) are available for spending at the City's discretion (emergency reserve fund balance). This fund balance is reserved for emergencies designated for capital and noncapital projects (pg. 30-32).

Page 30-2, Third Bullet point is revised to state:

At the end of the fiscal year, the emergency reserve fund balance (unrestricted) for the General Fund was \$11,182,760, or ~~37%~~ 44% of the General Fund Expenditures (pg. 30-32).

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- Page 30-2, last paragraph is revised and corrected to state:

The table above presents a summarized version of the City's Statement of Net Position for FY 2017-18, and a comparison to the previous fiscal year. Net position may serve as a useful indicator of a government's financial position. In the case of the City, assets exceeded liabilities by \$77,650,459 at the close of the fiscal year. This represents an increase of ~~\$4,953,247~~ \$4,956,247 or 7% from the prior year (prior to restatement as shown in Table 30-3).

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## City of South Pasadena Community Services

# Memo

**Date:** April 17, 2019

**To:** The Honorable City Council

**Via:** Stephanie DeWolfe, City Manager

**From:** Sheila Pautsch, Community Services Director

**Re:** April 17, 2019 City Council Meeting Item No. 31 Additional Document – Tree Dedication Planting Policy

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Attached is an additional document which provides a clear explanation of the Tree Dedication Planting Policy.

1. The code section for number 7 was change to reflect the current code section within Chapter 34 Trees and Shrubs Section 34.15 Obstructions.
2. The reference to the minimum container size is a 24” box for trees. This is consistent with Chapter 34 Trees and Shrubs Section 34.12-5 Replacement tree requirements. This cannot be changed unless the Municipal Code is changed. This can be brought back at a future meeting.
3. Wording was added to the Tree Species section to state “An option to have a drought tolerant tree may be accepted upon approval by the City Arborist.”
4. The Dedication Tree Planting Policy is the City’s existing policy that has been in place since 2000 but with minor changes such as trees must be purchased by the City and not donated by an individual. This will assist with maintenance plan when purchased and maintained by the a company along with a one year guarantee.

Additional Material  
AGENDA ITEM # 31  
4/17/19 City Council Mtg.

# DEDICATION TREE PLANTING POLICY



## Introduction

The Public Works Department manages South Pasadena's urban community forest. The community forest includes trees in City parkways, median strips, public parks and other parkland areas. It is the policy of the City to enthusiastically accept donations for planting dedication trees to meet the City's minimum requirements and conditions for planting. The park supervisor shall approve a location for planting, taking into consideration the site requirements and desirable tree species as described herein.

Dedication trees can be donated to celebrate the birth of a child, to celebrate a special event, to honor a special person in your life, in memory of the deceased, etc. The planting of dedication tree is not limited to these purposes.

Anyone wishing to donate funds for a dedication trees shall first complete a Dedication Tree Planting application. Applicants will be notified of available sites for planting and the variety of tree(s) desirable at those sites. Applicants will be invoiced by the City for the purchase or can donate funds for a tree to be purchased by the City. The park supervisor will schedule tree planting upon approval of the application. Whenever a dedication tree is planted, information noting the planting site will be included on the City's tree inventory and a photo will be added to the Dedication Tree Planting page of the City's website. Each donation will be recognized by the issuance of a card of acknowledgement to both the applicant and the honoree or the honoree's family when the tree is planted.

## Tree Species

New street trees shall generally be of the same species as the predominate species on a street. If the existing species type is determined to be inappropriate, then a similar, compatible species shall be planted that preserves the aesthetic qualities of the existing trees located on the street. Among other relevant factors, the size of the tree at maturity shall be a consideration for tree species selection. An option to have a drought tolerant tree may be accepted upon approval by City Arborist.

## Minimum Planting Size

Trees shall be single stemmed trees, 1½" caliper (or larger) measured at breast height. Minimum container size shall be a 24" box for trees specified as 1½" caliper. The standard tree size shall be 6-10 feet in height. Trees will be purchased by the City. A donation of a tree will not be accepted.

## Planting Site

Planting sites shall be determined by the park supervisor, and will be located on a City-owned parkway with adjacent property owner's permission, or in a local park or other parkland area. The planting site must meet the following minimum requirements.

- 1.) Adequate spacing (both above ground and underground) must be present to allow healthy growth to maturity.
- 2.) Location must be conducive to good management practices and does not significantly disrupt maintenance activities or utilities.

- 3.) Water must be reasonably available for the maintenance of the tree.
- 4.) Trees shall not be planted where they would interfere with the growth of other trees in the immediate area or be overshadowed by an existing tree.
- 5.) Planting site shall allow five feet minimum distance from gas, electric or water meters.
- 6.) Location shall be fifteen feet from street lights, ten feet from fire hydrants, and five feet from walkways, driveways or other hardscape features.
- 7.) Site shall not be within 75-feet of the point of intersection of streets (per Municipal Code Section 34.15).

This Dedication Tree Policy supplements the City's Public Tree Management Policy, which contains further information about selection of tree species and planting requirements.

(4/17/19)








**City of South Pasadena  
Planning and Building  
Department**

# Memo

**Date:** April 17, 2019

**To:** The Honorable City Council

**Via:** Stephanie DeWolfe, City Manager 

**From:** David Bergman, Interim Planning and Building Director   
Margaret Lin, Manager of Long Range Planning and Economic Development 

**Re:** April 17, 2019 City Council Meeting Item No. 32 Additional Document –  
Authorize Execution of Professional Service Agreements with Psomas in the  
Amount of \$98,480, and PlaceWorks, Inc. in the Amount of \$128,733 to  
Complete the General Plan Update and Downtown Specific Plan; and Increase the

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Attached is an additional document which provides clarification regarding the scopes of work provided by Psomas and PlaceWorks, Inc.:

In order to expedite completion of the General Plan Update Staff had reached out to a qualified General Plan consultant, PlaceWorks to help supplement the existing consultant team. However; Rangwala choose not to partner with the PlaceWorks and resigned from the project completely. As a result of these changes the proposals included in the agenda erroneously referenced Rangwala in the scopes of work. In addition, the following corrections were made:

*Placeworks, Inc. Proposal Transmittal and Scope of Work*

- A previous version of the proposal transmittal and scope of work were included in the agenda packet the revised version is attached and does not contain references to Rangwala Associates. There are no other changes.

Additional corrections associated with the Psomas Scope of Work will be made to provide clarity regarding assumptions, public outreach, and the fee schedule.

*Psomas Scope of Work*

- Page A-1, Assumptions, Bullet 3, Sub-bullet 2 shall be revised as follow: “Will be ~~completed and final~~, approved by the City Staff and provided to Psomas in both clean .PDF and Word formats, and a redline/compare Word file to facilitate understanding of text changes to be reflected in the PEIR;”

Additional Material  
AGENDA ITEM # 32  
4/17/19 City Council Mtg.

- In response to a question regarding Psomas's participation in public outreach, the Psomas's Scope of Work currently includes an allocation of four hours for attendance at public meetings and hearings before the City's Planning Commission and/or City Council associated with the Program Environmental Impact Report. The proposal also includes a contingency which can be used to fund attendance at additional meetings at the City's request. It is anticipated at this time that the EIR consultant will attend all adoption hearings. The time and material rate from Psomas will be based on the following schedule that was supplied in their proposal.
  
- The Fee Schedule shall be amended to include the following hourly rates:
  - Senior Project Manager - \$195
  - Project Manager - \$135
  - GIS Technician - \$125
  - Editor - \$95
  - Word Processor - \$105

Attachment:

1. PlaceWorks, Inc. Professional Services Agreement

**PROFESSIONAL SERVICES AGREEMENT  
FOR CONSULTANT SERVICES  
(City of South Pasadena / *PlaceWorks, Inc.*)**

**1. IDENTIFICATION**

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

**2. RECITALS**

- 2.1. City has determined that it requires the following professional services from a consultant: Provide revisions of the draft General Plan Update and Downtown Specific Plan previously created by a separate consultant (Rangwala Associates); conduct public workshops and focus group meetings; and participate in Planning Commission and City Council public hearings.
- 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 March 25, 2019, proposal to City attached hereto as Exhibit A and incorporated herein by this reference.
- 3.2. “Agreement Administrator”: The Agreement Administrator for this project is David Bergman. 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 One Hundred Twenty-Eight Thousand Seven Hundred Thirty Three Dollars (\$128,733.00).
- 3.5. “Commencement Date”: April 17, 2019.
- 3.6. “Termination Date”: December 31, 2019

#### 4. TERM

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

#### 5. CONSULTANT’S DUTIES

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

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

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

## 6. SUBCONTRACTING

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

## 7. COMPENSATION

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

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

## 8. PREVAILING WAGES

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

## 9. OWNERSHIP OF WRITTEN PRODUCTS

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

## 10. RELATIONSHIP OF PARTIES

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

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

## 11. INDEMNIFICATION

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



indemnify City for loss or damage to the extent caused by the negligence or willful misconduct of prior consultant, Rangwala Associates.

- 11.4 **Attorneys Fees.** Such costs and expenses shall include reasonable attorneys' fees for counsel of City's choice, expert fees and all other costs and fees of litigation. Consultant shall not be entitled to any refund of attorneys' fees, defense costs or expenses in the event that it is adjudicated to have been non-negligent.
- 11.5 **Defense Deposit.** The City may request a deposit for defense costs from Consultant with respect to a claim. If the City requests a defense deposit, Consultant shall provide it within 15 days of the request.
- 11.6 **Waiver of Statutory Immunity.** The obligations of Consultant under this Section 11 are not limited by the provisions of any workers' compensation act or similar act. Consultant expressly waives its statutory immunity under such statutes or laws as to City.
- 11.7 **Indemnification by Subcontractors.** Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section 11 from each and every subcontractor or any other person or entity involved in the performance of this Agreement on Consultant's behalf.
- 11.8 **Insurance Not a Substitute.** City does not waive any indemnity rights by accepting any insurance policy or certificate required pursuant to this Agreement. Consultant's indemnification obligations apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

## 12. INSURANCE

- 12.1. **Insurance Required.** Consultant shall maintain insurance as described in this section and shall require all of its subcontractors, consultants, and other agents to do the same. Approval of the insurance by the City shall not relieve or decrease any liability of Consultant Any requirement for insurance to be maintained after completion of the work shall survive this Agreement.
- 12.2. **Documentation of Insurance.** City will not execute this agreement until it has received a complete set of all required documentation of insurance coverage. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. Consultant shall file with City:
  - Certificate of Insurance, indicating companies acceptable to City, with a Best's Rating of no less than A:VII showing. The Certificate of Insurance must include the following reference: General Plan and Downtown Specific Plan Revisions and Public Review and Hearings
  - Documentation of Best's rating acceptable to the City.

- Original endorsements effecting coverage for all policies required by this Agreement.
- City reserves the right to obtain a full certified copy of any Insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of the right to exercise later.

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

- Professional Liability Insurance: \$2,000,000 per occurrence,  
\$4,000,000 aggregate
- General Liability:
  - General Aggregate: \$4,000,000
  - Products Comp/Op Aggregate \$4,000,000
  - Personal & Advertising Injury \$2,000,000
  - Each Occurrence \$2,000,000
  - Fire Damage (any one fire) \$ 100,000
  - Medical Expense (any 1 person) \$ 10,000
- Workers' Compensation:
  - Workers' Compensation Statutory Limits
  - EL Each Accident \$1,000,000
  - EL Disease - Policy Limit \$1,000,000
  - EL Disease - Each Employee \$1,000,000
- Automobile Liability
  - Any vehicle, combined single limit \$1,000,000

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

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

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

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

- 12.6. **Automobile Liability Insurance.** Covered vehicles shall include owned if any, non-owned, and hired automobiles and, trucks.
- 12.7. **Professional Liability Insurance or Errors & Omissions Coverage.** The deductible or self-insured retention may not exceed \$50,000. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work. Coverage shall be continued for two years after the completion of the work by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the work under this Agreement.
- 12.8. **Claims-Made Policies.** If any of the required policies provide coverage on a claims-made basis the Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work. Claims-Made Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.
- 12.9. **Additional Insured Endorsements.** The City, its City Council, Commissions, officers, and employees of South Pasadena must be endorsed as an additional insured for each policy required herein, other than Professional Errors and Omissions and Worker's Compensation, for liability arising out of ongoing and completed operations by or on behalf of the Consultant. Consultant's insurance policies shall be primary as respects any claims related to or as the result of the Consultant's work. Any insurance, pooled coverage or self-insurance maintained by the City, its elected or appointed officials, directors, officers, agents, employees, volunteers, or consultants shall be non-contributory. All endorsements shall be signed by a person authorized by the insurer to bind coverage on its behalf. General liability coverage can be provided using an endorsement to the Consultant's insurance at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37.
- 12.10. **Failure to Maintain Coverage.** In the event any policy is canceled prior to the completion of the project and the Consultant does not furnish a new certificate of insurance prior to cancellation, City has the right, but not the duty, to obtain the required insurance and deduct the premium(s) from any amounts due the Consultant under this Agreement. Failure of the Consultant to maintain the insurance required by this Agreement, or to comply with any of the requirements of this section, shall constitute a material breach of this Agreement.

- 12.11. **Notices.** Contractor shall provide immediate written notice if (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; (3) or the deductible or self-insured retention is increased. Consultant shall provide no less than 30 days' notice of any cancellation or material change to policies required by this Agreement. Consultant shall provide proof that cancelled or expired policies of insurance have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages. The name and address for Additional Insured Endorsements, Certificates of Insurance and Notices of Cancellation is: City of South Pasadena, Attn: Planning and Building Department, South Pasadena, CA 95945.
- 12.12. **Consultant's Insurance Primary.** The insurance provided by Consultant, including all endorsements, shall be primary to any coverage available to City. Any insurance or self-insurance maintained by City and/or its officers, employees, agents or volunteers, shall be in excess of Consultant's insurance and shall not contribute with it.
- 12.13. **Waiver of Subrogation.** Consultant hereby waives all rights of subrogation against the City. Consultant shall additionally waive such rights either by endorsement to each policy or provide proof of such waiver in the policy itself.
- 12.14. **Report of Claims to City.** Consultant shall report to the City, in addition to the Consultant's insurer, any and all insurance claims submitted to Consultant's insurer in connection with the services under this Agreement.
- 12.15. **Premium Payments and Deductibles.** Consultant must disclose all deductibles and self-insured retention amounts to the City. The City may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within retention amounts. Ultimately, City must approve all such amounts prior to execution of this Agreement.

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

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

### 13. MUTUAL COOPERATION

- 13.1. **City Cooperation in Performance.** City shall provide Consultant with all pertinent data, documents and other requested information as is reasonably available for the proper performance of Consultant's services under this Agreement.

13.2. **Consultant Cooperation in Defense of Claims.** If any claim or action is brought against City relating to Consultant's performance in connection with this Agreement, Consultant shall render any reasonable assistance that City may require in the defense of that claim or action.

#### 14. NOTICES

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

If to City

Margaret Lin  
City of South Pasadena  
Planning and Building Department  
1414 Mission Street  
South Pasadena, CA 91030  
Telephone: (626) 403-7240  
Facsimile: (626) 403-7241

If to Consultant

Woodie Tescher  
700 South Flower Street, Suite 600  
Los Angeles, CA 90017  
Telephone: (213) 623-1443

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. All City data shall be returned to City upon the termination or expiration of this Agreement.
- 18.2. **Conflicts of Interest.** Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Consultant further agrees to file, or shall cause its employees or subcontractor to file, a Statement of Economic Interest with the City's Filing Officer if required under state law in the performance of the services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer, or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.
- 18.3. **Non-assignment.** Consultant shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without City's prior written consent, and any attempt to do so shall be void and of no effect. City shall not be obligated or liable under this Agreement to any party other than Consultant.
- 18.4. **Binding on Successors.** This Agreement shall be binding on the successors and assigns of the parties.
- 18.5. **No Third-Party Beneficiaries.** Except as expressly stated herein, there is no intended third-party beneficiary of any right or obligation assumed by the parties.
- 18.6. **Time of the Essence.** Time is of the essence for each and every provision of this Agreement.

- 18.7. **Non-Discrimination.** Consultant shall not discriminate against any employee or applicant for employment because of race, sex (including pregnancy, childbirth, or related medical condition), creed, national origin, color, disability as defined by law, disabled veteran status, Vietnam veteran status, religion, age (40 and above), medical condition (cancer-related), marital status, ancestry, or sexual orientation. Employment actions to which this provision applies shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; or in terms, conditions or privileges of employment, and selection for training. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, the provisions of this nondiscrimination clause.
- 18.8. **Waiver.** No provision, covenant, or condition of this Agreement shall be deemed to have been waived by City or Consultant unless in writing signed by one authorized to bind the party asserted to have consented to the waiver. The waiver by City or Consultant of any breach of any provision, covenant, or condition of this Agreement shall not be deemed to be a waiver of any subsequent breach of the same or any other provision, covenant, or condition.
- 18.9. **Excused Failure to Perform.** Consultant shall not be liable for any failure to perform if Consultant presents acceptable evidence, in City's sole judgment, that such failure was due to causes beyond the control and without the fault or negligence of Consultant.
- 18.10. **Work Product Transfer.** The City absolves Consultant of any errors or deficiencies associated with work products transferred from Rangwala Associates for inclusion in the General Plan Update and Downtown Specific Plan.
- 18.11. **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.
- 18.12. **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.
- 18.13. **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”  
PlaceWorks

By: \_\_\_\_\_  
*Signature*

By: \_\_\_\_\_  
*Signature*

Printed: Stephanie DeWolfe

Printed: Woodie Tescher

Title: South Pasadena City Manager

Title: Principal, PlaceWorks

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 Services



April 9, 2019

City of South Pasadena  
Attn: David Bergman, Interim Director  
Planning and Building Department  
1414 Mission Street  
South Pasadena, CA 91030

Subject: Proposal for General Plan and Downtown Specific Plan Revisions and Public Review and Hearings

Dear Mr. Bergman:

PlaceWorks is pleased to submit this proposal to the City of South Pasadena to prepare revisions to the draft updated General Plan and Downtown Specific Plan, conduct public workshops and focus group meetings, and participate in Planning Commission and City Council public hearings. This submittal presents our Proposed Scope of Services, Estimated Budget, and resumes of staff to be involved in the work program. It is assumed that the work will be completed in a six (6) month time period and a detailed project schedule will be prepared on notification to proceed. The budget estimate is presented in considerable detail, listing costs by task and work product. We are flexible and will modify the scope and budget as necessary in consideration of the City's available resources.

It is understood that the City will transmit to PlaceWorks digital files and maps used in developing the preliminary draft General and Specific Plan as sources for the preparation of final public hearing documents. It is also understood that City staff will participate in meetings and hearings responding to questions regarding previously prepared content of the draft plans for which PlaceWorks was not responsible. Finally, it is understood that Psomas will be responsible for completion of the draft and final Environmental Impact Reports.

We respect the considerable energy, time, and creativity that have been invested in developing the draft plan documents and will work closely with City staff and the community to take the next step in transforming these into vital and persuasive tools to achieve South Pasadena's visions for the future.

PlaceWorks is a California S-Corporation and Woodie Tescher is authorized to represent the firm. He can be contacted at [wtescher@placeworks.com](mailto:wtescher@placeworks.com) and at 213.623.1443.

Sincerely,

PLACEWORKS

A handwritten signature in black ink, appearing to read "Woodie Tescher", written over a horizontal line.

Woodie Tescher  
Principal, Planning + Urban Design

700 S. Flower Street, Suite 600 | Los Angeles, California 90017 | 213.623.1443 | [PlaceWorks.com](http://PlaceWorks.com)

Professional Services Agreement – Consultant Services

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Approved For Use 11/15/16

**CITY OF SOUTH PASADENA GENERAL PLAN AND DOWNTOWN SPECIFIC PLAN  
COMPLETION, PUBLIC ENGAGEMENT, AND ADOPTION**

## **Proposed Scope of Services**

The following describes the scope of services to be completed by PlaceWorks to assist the City of South Pasadena in completing and adopting the General Plan, Downtown Specific Plan and Environmental Impact Report (EIR). This will build upon the planning process and draft documents completed by a team of consultants in 2017. It is understood that PlaceWorks' responsibilities will include preparing revisions to the plan documents in response to questions and direction from City staff, publishing the revised draft plans, conducting a program of public outreach and engagement to review and elicit support for the draft plans, prepare and present the draft plans for Planning Commission and City Council consideration and action, and publish the final plans incorporating any revisions approved by the City Council.

It is understood that digital text, map, and other document files used in preparing the current draft plan documents will be provided to PlaceWorks by the City for finalizing these and preparing display and public presentations. Where questions may be raised during public meetings and public hearings regarding specific content not developed by PlaceWorks, we understand that City staff will contribute appropriate responses. Psomas will fulfill the remainder of its contract with the City and be responsible for completing the EIR work products.

This work scope presents a comprehensive approach to address our understanding of the City's objectives and is correlated with the budget presented in the ensuing section of this proposal. We recognize the City's limited resources, are flexible, and will work with the City in modifying the tasks and work products as necessary in consideration of these.

### **TASK 1. MANAGING AND ORGANIZING THE WORK PROGRAM**

#### **1.1 Project Management**

PlaceWorks will prepare a project management plan providing a detailed schedule of tasks and deliverables and protocols for submittal and review of work products, progress reports and invoices, and payments. Tasks will be assigned weekly, progress reported monthly, and the schedule reviewed and updated periodically. The schedule will define the sequence and critical path for performance of work tasks, including document submittal deadlines to the City, City staff review periods, and the time-frame for revision of draft documents in response to comments received from staff. It will also establish the schedule for the public engagement activities and Planning Commission and City Council hearings as confirmed by City staff.

#### **1.2 Coordination Meetings with City Staff**

PlaceWorks will participate in weekly conference calls with City staff to review project tasks, products, schedule, and responsibilities and coordinate public outreach activities. These will be scheduled as standing meetings, which may be canceled at the direction of City staff should there be no substantive items for discussion. We will prepare a meeting agenda in consultation with City staff and summarize outcomes and action items in a memorandum.

*Deliverables:*

- + *Meeting agendas: Digital file*
- + *Summary of action items: Digital file*

## **TASK 2. REVISING AND FINALIZING THE PUBLIC DRAFT GENERAL PLAN AND DOWNTOWN SPECIFIC PLAN**

### **2.1 Orientation to the Draft General Plan and Downtown Specific Plan**

PlaceWorks' first step will be to develop a thorough understanding of the draft General Plan, Specific Plan, and EIR so that they can be accurately presented to the public and decision-makers in subsequent workshops and meetings. We will review the plans in detail and identify questions where necessary to clarify their content and the factors considered in decisions contributing to the plans' diagrams, goals, and policies. A meeting will be conducted with City staff and Psomas to brief our staff regarding important issues and input offered by the public during the planning process, discuss the plans and how they correlate with the public's comments, review preliminary findings of the draft EIR, and respond to questions identified in our review. This will be the opportunity to mutually summarize the most significant features and "messages" of the plan that will be important in developing public support.

#### *Deliverables:*

- + *Memorandum: Questions regarding GP and SP content and EIR findings: Digital file*
- + *Memorandum: Summary of meeting input: Digital file*

### **2.2 Identify Topics for General Plan and Specific Plan Revisions**

PlaceWorks will meet with City staff to confirm and receive direction for topics requiring further modification to finalize the public draft documents. At the outset, our conversation with staff indicated three possible topics needing to be addressed: community benefits, future use of a school site, and implications of SB 1818 on density and urban form. Based on our "peer" review and with further consideration by City staff, we will discuss with staff the appropriateness of addressing any other topics meriting revisions that may not be adequately covered by the current drafts. At a minimum, we anticipate that this would likely center on legislation enacted since the plans' development regarding climate change, housing, and environmental justice. Based on our conversations with staff, we will compile a list of specific content of the plans to be refined or newly addressed and receive direction regarding their content. Our proposed project budget is based on assumptions regarding the scope and detail of these revisions and will be reviewed for its adequacy. In the event of shortfalls, we will review options for reducing the scope of the revisions.

#### *Deliverables:*

- + *List of items to be revised and discussion of the approach in addressing these: digital file*
- + *Analysis of budget for revisions*

### **2.3 Prepare Final Public Drafts General Plan and Downtown Specific Plan**

For each topic identified in the preceding task, PlaceWorks will prepare and document revised goals, policies, actions, implementation programs, and diagrams as appropriate. Text revisions will be indicated in track changes, with strikeouts and underlines, and mapped changes graphically annotated. These will be submitted to City staff and a meeting conducted to review and receive feedback. Should additional changes be required, a revised version will be prepared and submitted for the City's confirmation. We will also provide a list of technical changes to correct mis-spellings, grammar, section and sub-section numbering, and pagination. Final proposed revisions to the plans will be forwarded to Psomas for their assessment of implications and as input for finalizing the Draft EIR.

Once approved by City staff, PlaceWorks will incorporate modified text and maps into final public drafts of the General Plan and Downtown Specific Plan for public review and Planning Commission and City Council hearings. We directly integrate these into digital source files of the current drafts provided by the City. As the reproducible versions of the plans were prepared using InDesign, the integration of expanded text may necessitate some re-formatting due to possible overflow on multiple pages of the documents. PlaceWorks will submit updated digital

files of the plans to the City for reproduction; distribution to the Planning Commission, City Council, and relevant agencies; and posting on the City's web page.

**Deliverables:**

- + *Administrative draft revised narrative text, goals, policies, actions, and implementation programs for each topic: Digital file*
- + *Revised and final draft of plan revisions for each topic: Digital file*
- + *Final public draft General Plan and Downtown Specific Plan: Digital file*

### **TASK 3. ENGAGING AND DEVELOPING PUBLIC SUPPORT FOR THE UPDATED GENERAL PLAN AND DOWNTOWN SPECIFIC PLAN**

#### **3.1 Develop the Public Engagement Strategy and Process**

It is understood that it is the central objective of the work program to restore the momentum that has been lost due to delays in completing the planning process by engaging and reminding the community of their prior involvement, educating them of the content of the draft plans and asking the question regarding whether these reflect their input to date, and developing support leading to the formal public hearing and adoption process. PlaceWorks will meet with City staff to develop a comprehensive public engagement program to address these objectives.

As discussed with staff, this program will involve two citywide workshops and four focused/interest group meetings. As an option of the work program, we would propose that the City's web page be used more robustly as an interactive tool to create interest and excitement about the draft plans, educate the community regarding their content, and as a conduit for feedback and reaction in addition to its role for the posting of notices and the draft plan documents. Other options that may be considered include the use of social media, apps, and speaker forums. In meeting with City staff, we will confirm the objectives, methods, media, responsibilities, and schedule for the public engagement process.

**Deliverables:**

- + *Meeting agenda: Digital file*
- + *Description of public outreach and engagement program, schedule, and responsibilities: Digital file*

#### **3.2 Citywide Public Workshops**

PlaceWorks will serve as the lead in designing and facilitating two citywide public workshops and preparing notices, flyers, fact sheets, and other outreach media, presentations, and collateral materials. It is assumed that the City will be responsible for arranging and scheduling venues, outreach to organizations and individuals, and providing audio-visual equipment, refreshments, and registration support. Meetings will be conducted with City staff to confirm each workshop's objectives, expected outcomes, methodologies, and logistics. In developing the outreach program, we will with City staff review the methods used and participant list from the earlier stages of the planning program to learn what was effective and establish a base network of contacts that will be used in fostering participation.

It is assumed that the workshops would be organized as a full audience presentation with questions and answers addressed as a group or in a small-group setting. It is understood that City staff will be responsible for responding to questions regarding specific content developed during the planning process. Questions and comments received in the workshops will be recorded on flip charts, documented in a memorandum, and posted on the City's web page. An open house format with multiple stations addressing key sections of the plan may be considered as an option that would necessitate greater levels of staffing.

**Deliverables (administrative draft and final for all items):**

- + *Workshop outreach program--description and collateral materials (notices, fact sheets, and other: Digital files*

- + *Workshop agenda: Digital files*
- + *PowerPoint presentation: Digital files*
- + *General Plan and Specific Plan Fact Sheets (description of purposes and key content): Digital files*
- + *Display boards to be confirmed: Digital files (assume City reproduction)*
  - ▶ *Aerial map of the City*
  - ▶ *General Plan and Specific Plan overview*
  - ▶ *Plan land use diagrams (2)*
  - ▶ *Plan illustrations (option)*
  - ▶ *Photos from previous public engagement events (option)*
- + *Memorandum documenting questions and comments: Digital file and posted on City's web page*

### 3.3 Focus Group Meetings

PlaceWorks will serve as the lead in designing and facilitating up to four meetings with community and interest groups and organizations and preparing notices, flyers, fact sheets, presentations, and collateral materials. It is assumed that the City staff will work with PlaceWorks in identifying the types and composition of the groups to be involved and be responsible for contacting, scheduling, and providing audio-visual equipment (when needed), refreshments, and registration support. For continuity, we suggest that these groups correspond with those actively involved in earlier stages of the planning process to the extent feasible. It is assumed that these meetings will be organized as “conversations” involving recapitulation of the major messages heard to date, presentation of and linkage of plan content with this input, and opportunities for questions and answers. Questions and comments received in the workshops will be recorded on flip charts, documented in a memorandum, and posted on the City's web page.

#### *Deliverables:*

- + *Meeting agendas: Digital files*
- + *Materials used in the citywide workshops including (as appropriate):*
  - ▶ *PowerPoint presentation (assuming this will largely be the same as the citywide workshops): Digital files*
  - ▶ *General Plan and Specific Plan Fact Sheets (description of purposes and key content): Digital files*
  - ▶ *Display boards to be confirmed (aerial map, General Plan and Specific Plan land use diagrams), Plan illustrations, and/or photos from previous public engagement events*
- + *Memorandum documenting questions and comments: Digital file and posted on the City's web page*

### 3.4 Response to Public Input and Comments

A meeting will be conducted with City staff to review questions and comments elicited in the citywide public workshops and focus group meetings and discuss their implications. We will consider whether they rise to the level of significance to warrant further revisions of the plans' narrative, goals, policies, actions, and implementation programs. As directed by staff, we will prepare appropriate revisions to be incorporated into the plans to be submitted for Planning Commission and City Council consideration. Should additional research and/or analyses be required to support the revisions, these would be outside of the scope and budget of this proposal and we will discuss approaches for how these could be addressed with City staff.

#### *Deliverables:*

- + *General Plan and Specific Plan revisions to reflect public comments and input (strikeout and underline existing text; administrative and final drafts): Digital files*

## **TASK 4. PUBLIC HEARINGS AND ADOPTION**

### **4.1 Planning Commission and City Council Public Hearings**

PlaceWorks will participate in two public (2) hearings each with the Planning Commission and City Council to adopt the updated General Plan and Specific Plan and certify the EIR. We will work with City staff in developing content for the staff reports and preparing PowerPoint presentations. At the hearings, we will be available for presentations and respond to questions and comments. This task includes preparatory meetings, production of presentation materials, and participation in hearings by up to two PlaceWorks staff members. Under separate contractual agreement, Psomas will be responsible for presenting the analyses and findings of the Environmental Impact Report.

#### *Deliverables:*

- + *Input for staff reports: Digital files*
- + *Draft and final PowerPoint presentations for PC and CC: Digital files*
- + *Plan presentation displays, to be determined: Digital files*

### **4.2 Adopted General Plan and Specific Plan**

On adoption of the updated General Plan and Specific Plan, PlaceWorks will prepare final documents incorporating any changes approved by the City Council. This will include revised digital files for printed production and posting on the City's web page.

#### *Deliverables:*

- + *Adopted General Plan and Downtown Specific Plans: Digital files*

## **TASK 5. CONTINGENCY—ADDITIONAL RESEARCH AND PLAN PREPARATION**

PlaceWorks will consult with City staff to determine the need to and, at their direction, will supplement background information, goals and policies, and other materials deemed incomplete or inadequate by City staff. Additionally, it may be necessary to reformat or graphically modify baseline and the current plan documents to reflect these changes. This task will establish a contingency budget for these purposes.



## Exhibit B Fee Schedule

The following presents PlaceWorks' estimated budget to assist the City of South Pasadena for completion of the draft General Plan and Downtown Specific Plan, facilitation of public workshops and meetings, and participation in Planning Commission and City Council public hearings. This estimate lists costs associated with specific work products and is based on assumptions regarding the scope of plan revisions and public activities described in the preceding Scope of Services. Should the City elect to pursue options described in the Scope, we will provide these estimates separately. We recognize the City's budget limitations and will work with staff in modifying these estimates as needed to meet available resources.

Task/Work Product	Hours		Planner \$125	Cost
	Principal \$240	PIA \$180		
<b>1. MANAGING AND ORGANIZING THE WORK PROGRAM</b>				
1.1 Project Management (1 hr/wk @ 24 wks)		24		\$4,560
1.2 Coordination Meetings with City Staff (1 hr/wk @ 24 wks)	12	24		\$7,440
Agendas and meeting summaries (.5 hr/wk @ 24 wks)	6	12		\$3,720
<i>Sub-Total</i>				\$15,720
<b>2. REVISED AND FINALIZED GP AND DOWNTOWN SP</b>				
2.1 Plan Review	6	24		\$6,000
Transfer of resource materials		2	12	\$1,880
Questions based on plan review	2	8		\$2,000
Meeting with City staff and Rangwala	4	4		\$1,720
Meeting memo		2		\$360
2.2 Topics for GP and SP Revisions				
Meeting with City staff	2	2		\$860
List of topics and staff direction for content	2	4		\$1,240
2.3 Prepare Final Public Drafts of GP and SP				
Memos—draft revisions for each topic	6	24	4	\$6,500
Memos—approved revisions for each topic	3	9	2	\$2,680
Final public hearing draft GP and SP		4	36	\$5,360
Post on City web page (format)		1	4	\$690
<i>Sub-Total</i>				\$29,210
<b>3. PUBLIC ENGAGEMENT</b>				
3.1 Public Engagement Strategy				
Meeting with staff (including agenda)	4	4		\$1,720
Public outreach and engagement plan	2	16		\$3,520
Web page update (basic)		2	6	\$1,130
Expanded interactive web site (option)				\$0
3.2 Citywide Workshops (2)				
Planning meetings with City staff (2)	4	4		\$1,720
Outreach program—notices, flyers			24	\$3,000
Workshop agenda		2		\$380
PowerPoint presentation	2	4	32	\$5,240
GP and SP fact sheets			8	\$1,000
Aerial map			2	\$250
GP and SP overview display board			6	\$750
Land use diagrams display board			4	\$500
Plan illustrations display board (option)				\$0
Public engagement photos display board (option)				\$0
Attend/facilitate	8	8		\$3,340
Memo documenting public input (2)		6		\$1,140
3.3 Focus Group Meetings (4)				
Planning meetings with City staff (4)	8	8		\$3,440
Outreach program—notices, flyers			24	\$3,000
Focus meeting agenda (4)	4	4		\$1,720
PowerPoint presentation		4	8	\$1,760
Attend/facilitate	16	16		\$6,880
Memo documenting public input (2)		12		\$2,280
3.4 Response to Public Input/Comments				

Task/Work Product	Hours			Cost
	Principal \$240	PM \$190	Planner \$125	
Meeting with City staff (including agenda)	2	2		\$860
Draft Plan revisions (strikeout and underline)		4	12	\$2,260
Final Plan revisions			10	\$1,250
<i>Sub-Total</i>				<i>547,240</i>
<b>4. PUBLIC HEARINGS AND ADOPTION</b>				
4.1 Planning Commission and City Council				
Meetings with City staff (4)	6	6		\$2,580
input for staff reports (2)		12		\$2,280
Draft and final PPTs (2)		4	16	\$2,760
Attend/participate	12			\$2,880
4.2 Adopted General Plan and Specific Plan	4		16	\$2,960
<i>Sub-Total</i>				<i>\$13,460</i>
<b>5. CONTINGENCY—RESEARCH AND PREPARATION</b>				
Work scope additions	16	24	24	\$11,400
<i>Sub-Total</i>				<i>\$11,400</i>
<b>TOTAL LABOR COST</b>				<b>\$117,030</b>
<b>DIRECT COSTS (10% LABOR COST)</b>				<b>\$11,703</b>
<b>TOTAL ESTIMATED BUDGET</b>				<b>\$128,733</b>

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FY 19/20

# City of South Pasadena Strategic Plan

Additional Material  
AGENDA ITEM # 33  
4/17/19 City Council Mtg.





# Strategic Plan Core Goals

1. Develop and Implement Strong Fiscal Policies to Ensure a Resilient Financial Future.
2. Create and Implement a Strong Economic Development Strategy to Strengthen the Local Business Districts.
3. Develop a Comprehensive Emergency Preparedness Plan to Ensure Public Safety through Active Response and Recovery Efforts.
4. Enhance Community Sustainability through Investment in Infrastructure and Environmental Management Programs.
5. Plan for Affordable Housing to Comply with State Mandates and Respond to Community Needs.
6. Enhance Customer Service through Innovation to More Effectively Respond to Community Priorities.



## 1. Develop and implement strong fiscal policies to ensure a resilient financial future

	<u>Objective</u>	<u>Importance</u>	<u>Department</u>	<u>Quarter</u>
1-A	<b>Present recommendation for ballot initiative for sales tax increase</b>	A sales tax increase would provide the city with significant revenue to aid with closing the projected budget gap.	Finance, City Clerk	1
1-B	<b>Engage architect to prepare concepts for new City Hall to allow redevelopment of city property through public private partnership</b>	Allowing the development of the current city hall site could generate significant revenue to the city and produce a new environmentally and functionally superior City Hall at no or low cost on other city-owned property.	Planning	2
1-C	<b>Issue RFP for redevelopment and/or new mangement models of the Arroyo Seco golf course facilities</b>	New management strategies could result in significant improvements to the recreational amenities offered to residents and a new revenue stream to the city.	Community Services, Planning, Public Works	3
1-D	<b>Complete study of hospitality opportunities</b>	The development of a boutique hotel could generate significant revenue to the city while adding local hospitality amenities desired by residents.	Planning	4
1-E	<b>Complete indirect cost allocation plan</b>	Accurate accounting of indirect costs could increae reimbursement for staff time through grants and special funds	Finance	4



## 2. Create a strong economic development strategy to strengthen local business districts

	<i>Objective</i>	<i>Importance</i>	<i>Department</i>	<i>Quarter</i>
2-A	<b>Launch branding and marketing plan</b>	Appropriate branding and marketing will improve the ability to attract and retain desirable businesses.	Management Services	1
2-B	<b>Implement comprehensive parking strategy</b>	Ease of parking is a critical factor in supporting a thriving business district; a parking management plan will guide strategies to make parking more accessible to business patrons.	Planning	2
2-C	<b>Research and recommend permit tracking software and funding strategy</b>	A parcel-based database serves as the framework for tracking land use activity and facilitates online customer service in accordance with current industry	Planning	3
2-D	<b>Complete a promotional video of the City</b>	As part of a larger marketing strategy, The City would benefit from a short promotional video showcasing local amenities.	Management Services	4
2-E	<b>Produce a permit application guide</b>	A guide would streamline the land use application process and improve customer service.	Planning	4





### 3. Develop a comprehensive emergency preparedness plan to ensure public safety through active response and recovery efforts.

	<i>Objective</i>	<i>Importance</i>	<i>Department</i>	<i>Quarter</i>
3-A	<b>Research and recommend dispatch/records management software and funding strategy</b>	A new software system is required for mandatory compliance with FBI standards.	Police	1
3-B	<b>Initiate process to inventory soft story buildings with seismic vulnerability and prepare retrofit regulations</b>	Soft story buildings present a higher risk of seismic vulnerability and may be regulated by local governments to reduce future impacts to life safety.	Planning	2
3-C	<b>Research and recommend updated crisis communication systems and funding strategy</b>	Crisis communication is a core function during critical incidents; the City must update and/or replace current systems to ensure maximum effectiveness in the event of an emergency.	Fire, Management Services	3
3-D	<b>Train graduating high school class on "Hands On CPR"</b>	Training high school seniors in CPR not only increases the number of residents trained to aid in critical incidents, it engages a younger population that has not traditionally participated.	Fire	4
3-E	<b>Prepare needs analysis and implementation schedule for engagement of supplemental community resources during emergencies</b>	The City does not have sufficient staffing to maintain necessary operations during critical incidents over an extended period of time; local resources can be identified in advance and contracted to respond under emergency circumstances.	Fire	4



#### 4. Enhance community sustainability through investment in infrastructure and environmental management programs

	<i>Objective</i>	<i>Importance</i>	<i>Department</i>	<i>Quarter</i>
4-A	<b>Develop a vector control outreach program in concert with the Animal Commission regarding the dangers of non-native mosquitoes</b>	An influx of non-native mosquitoes is presenting a growing public health issue that requires residents to be vigilant about reducing breeding grounds; public outreach is necessary to inform residents of their role in controlling the problem.	Public Works	1
4-B	<b>Develop an integrated water resources plan</b>	A water resource plan will create long range strategies for the functional and financial challenges of aging infrastructure, operational and supply sources, and drought tolerance.	Public Works	2
4-C	<b>Complete the Climate Action Plan and an action plan for implementation of environmental sustainability initiatives</b>	A climate action plan will provide the umbrella under which a citywide environmental sustainability plan will be developed, including specific action strategies.	Public Works	3
4-D	<b>Finalize plans and begin construction of the Berkshire pocket park</b>	The City was able to purchase land from Caltrans at a reduced price specifically for the purpose of developing neighborhood parks; parks funds are available for completion of the Berkshire park.	Community Services, Public Works	4
4-E	<b>Assemble technical support in anticipation of beginning design and construction of the TDM/TSM traffic alternative</b>	Metro dollars are anticipated to be forthcoming in the first or second quarter and the City will need to assemble the appropriate technical support to manage the project.	Public Works	4



## 5. Plan for affordable housing to comply with state mandates and respond to community needs

	<i>Objective</i>	<i>Importance</i>	<i>Department</i>	<i>Quarter</i>
5-A	<b>Bring forward consultant recommendations for the facilitation of affordable housing at Caltrans properties</b>	A priority for the city is to identify affordable housing opportunities through the sale of the Caltrans properties; a consultant with affordable housing expertise is preparing focused recommendations for the City to facilitate that process.	Planning	1
5-B	<b>Present revised ADU ordinance for adoption</b>	The City's current ADU ordinance does not allow sufficient flexibility for the development of these potentially affordable units; following a community outreach program, recommendations will be brought forward for appropriate revisions.	Planning	2
5-C	<b>Present occupancy inspection ordinance for adoption</b>	The City is pursuing new regulations to ensure quality of living standards in rental housing.	Planning	3
5-D	<b>Present inclusionary housing ordinance for adoption</b>	As a tool to facilitate affordable housing and meet state housing mandates.	Planning	4
5-E	<b>Present tenant relocation ordinance for adoption</b>	The City is pursuing new regulations to provide residential tenants with relocation assistance under specific circumstances.	Planning	4



## 6. Enhance customer service through innovation to more effectively respond to community priorities

	<i>Objective</i>	<i>Importance</i>	<i>Department</i>	<i>Quarter</i>
6-A	<b>Implement MobileCirc to allow library card distribution at off site events</b>	This web-based tool will allow library cards to be created, materials to be checked out at off-site locations including community events.	Library	1
6-B	<b>Adopt a Neighborhood Traffic Management Policy (NTMP)</b>	An NTMP would provide for a systematic method of evaluating and funding neighborhood traffic calming measures.	Public Works	2
6-C	<b>Introduce an integrated credit card system through the city</b>	This system would allow the City to reduce cash acceptance points and thereby liability. It would also improve customer service by allowing credit cards at off-site locations such as community events.	Finance	3
6-D	<b>Research and recommend software for a customer care app and funding strategy</b>	Web-based customer care app would streamline the process of submitting issues to the city. Would facilitate better tracking and more timely follow up, and would improve communications with residents through automation.	Management Services	4



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# Thank You !

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**Email Address:**  
[cmoffice@southpasadenaca.gov](mailto:cmoffice@southpasadenaca.gov)

**Contact Numbers:**  
(626) 403-7210

# CAPITAL IMPROVEMENT PLAN QUARTER THREE UPDATE

APRIL 17, 2019

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City of South Pasadena

## CIP OVERVIEW

- Adopted June 6, 2018
- Five Year
- Living Document
- 49 Projects totaling \$109,820,705
- Requires Council Approval
- Requires General Plan Alignment
- Budgeting Tool

## FUNDING ALLOCATIONS

Category	2018-19 CIP Funding
Municipal Buildings and Facilities	\$857,394
Streets and Streetscapes	\$3,348,000
Street and Traffic Lighting	-
Sewer and Water	\$10,204,142
Technology Projects	\$314,000
Storm Water	\$50,000
<b>TOTAL</b>	<b>\$14,773,536</b>

## STATUS UPDATE

Project Status Update	Number of CIP Projects
Completed	6
Under Construction	4
In-Design	1
Developing Specifications	3
Pending Authorization	1
Consultant Selection	3
Obtaining Bids	0
Not Started	4
<b>Total</b>	<b>22</b>



## Accomplishments

- San Pascual Stables Historical House - HVAC



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**City of South Pasadena  
Public Works Department**

# Memo

**Date:** April 17, 2019

**To:** The Honorable City Council

**Via:** Stephanie DeWolfe, City Manager *[Signature]*

**From:** Daniel Ojeda, P.E., Interim Director of Public Works *[Signature]*

**Re:** April 17, 2019 City Council Meeting Item No. 35 Additional Document –  
Receive and File the Capital Improvement Plan Quarter Three Project Updates

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A question was raised regarding the status of the projects listed in the CIP Quarter Three Project Update Log. Attached is the revised spreadsheet which provides a clear indication of the projects that were scheduled for FY2018-19, carried-over from previous terms, and projects that started ahead of the scheduled term.

Additional Material  
AGENDA ITEM # 35  
4/17/19 City Council Mtg.

**Attachment 1 - Capital Improvement Plan (CIP) Quarter Three Project Update Log**

Project	Budget FY	Estimated Start Date	Estimated Completion	Status	Quarter Three Status Update
<b>MUNICIPAL BUILDINGS AND FACILITIES</b>					
Emergency Operations Center	2018-19	2/18/2018	12/21/2018	Completed	Project completed and accepted by City Council on 11/7/18.
War Memorial Drainage Mitigation	2018-19	9/4/2018	3/6/2019	Completed	All construction activities were completed by December 21, 2018 and the War Memorial Building was returned to Community Services for full programming at this site. Notice of completion was filed in March 2019.
Orange Grove Recreational Building Improvements	2018-19			Not Started	Funds have not been identified.
Police Department Electrical and HVAC Improvements	2018-19			Not Started	Funds have not been identified.
Window and Door Replacement Senior Center	2018-19			Not Started	Funds have not been identified.
<b>STREETS AND STREETSAPES</b>					
Preventative Maintenance: Cap and Slurry Seal	2018-19	5/27/2019	7/30/2019	Developing Specifications	Plans and specifications are complete. Advertisement for construction bids is scheduled for beginning of April 2019 and construction is scheduled to begin in May 2019.
Citywide Sidewalk ADA Improvements	2018-19	4/15/2019	6/15/2019	Consultant Selection	The Notice of Inviting Bids was advertised on 1/11/2019 and Bid Opening was conducted on 1/31/2019. On 3/6/2019, the City Council awarded a construction contract to CT&T Concrete Paving, Inc. The pre-construction meeting is scheduled for 4/8/2019 and the construction will begin shortly after.
Street Improvement Projects	2018-19	1/2/2019	6/30/2020	Developing Specifications	The City received RFP for engineering design service 3/20/2019. The design is anticipated to be completed in July 2019.
BTA South Pasadena Mission Street Green Lane	2018-19	6/30/2018	11/30/2018	Completed	Project completed and accepted by City Council on 11/7/18.
Mission Street Pedestrian Improvement Projects	2018-19			Not Started	Pending discussion of economic development plan.
<b>WATER AND SEWER</b>					
Graves Reservoir	2018-19	8/11/2018	3/1/2020	Under Construction	Continue with concrete placement, 60% of reservoir base slab has been poured, reservoir wall concrete placement will commence on 3/29/2019.
Garfield Reservoir	2018-19	11/19/2014	5/16/2018	Completed	Notice of completion was filed in May 2018.
Waterline Replacement	2018-19	9/1/2017	9/19/2018	Completed	Notice of completion was filed in September 2018.
Wilson Wellhead Treatment	2018-19	6/15/2018	3/22/2019	Under Construction	Project is complete. NOC will be taken on 4/17/19 for City Council approval, Permit amendment has been submitted to State Division of Drinking Water approval.
<b>IT PROJECTS</b>					
VoIP (voice over internet protocol) System Installation	2018-19	1/1/2019	12/30/2019	Developing Specifications	Staff is currently finalizing the specifications. The project will be advertised in May 2019.
WiFi City Hall Recabling	2018-19	1/1/2019	6/30/2019	Under Construction	The City Council awarded a construction contract to Lotus Communications in February 2019. The project is currently under construction.
Workstation/Device Replacements/Network Equipment Upgrades	2018-19	2/1/2019	6/30/2022	Under Construction	The project is currently under construction.
<b>NEW PROJECTS</b>					
Water Conservation Projects (Impervious Surface Demonstrations)	2018-19	1/15/2019	9/30/2019	Consultant Selection	Currently evaluating a proposal for design of the plans and specification.
Water Conservation (Medians)	2018-19	3/1/2019	7/30/2019	Consultant Selection	Identified starting point at Fair Oaks at Huntington median. Reviewing design proposals.

Compressed Natural Gas (CNG) Station Upgrade	2018-19	10/29/2018	7/30/2019	In-Design	Design is ongoing.
Electric Vehicle (EV) Charging Station	2018-19	11/11/2018	7/30/2019	Pending Authorization	All construction projects were completed by December 21, 2018; however, the City is working with Edison for a legal agreement to supply power to the charging stations.
San Pascual Stables Historical House - HVAC	2018-19	3/25/2019	3/31/2019	Completed	With the negotiations of the San Pascual Stables agreement, the City agreed to install an HVAC unit. The project has been completed.
<b>CARRY-OVER PROJECTS</b>					
Fair Oaks Avenue Signal Synchronization	2017-18	6/1/2017	6/30/2020	Pending Authorization	Submittal will be made in April 2019 to Caltrans and Metro for authorization to proceed. Approval is expected in July 2019, with advertisement for construction to immediately follow.
2017-18 FY Street Improvement Projects	2017-18	1/2/2019	12/30/2019	Developing Specifications	Bushnell Ave (Oak St-Huntington Dr) & Diamond Ave (Monterey Rd-Lyndon St): Bid Opening was conducted on 3/28/19, scheduled to be awarded in May 2019; Alpha Ave (Camino Lindo-Valley View) & Camino Del Sol (St Albans-Via Del Rey): in development of PS&E, anticipated to be advertisement in June 2019.
In Pavement Lighting Crosswalks	2017-18	1/4/2017	6/30/2020	Pending Authorization	City has submitted application for the "Request for Authorization to Proceed with Construction" in March 2019. Once approval is received the project construction will be advertised for bid.
Monterey Road & Orange Grove Avenue Intersection Traffic Signal Installation	2017-18	7/1/2017	12/30/2019	Pending Authorization	Awaiting California Public Utilities Commission (CPUC) approval. Once approval is received, the project construction will be advertised for bid.
Monterey Road Improvement - Phase Three	2015-2019	7/9/2015	12/30/2019	Pending Authorization	Phase three of Monterey Road is from Orange Grove Avenue to Pasadena Avenue. Project is ready for bid, pending approval for the Monterey/Orange Grove signal project. Combining this project with the signal project effectuates cost savings and reduces construction traffic interruption.
<b>EARLY LAUNCH PROJECTS</b>					
110 Hookramp	2020-21	3/1/2019	1/30/2020	Pending Authorization	Working with Metro and Caltrans to establish Project management and funding. Project was submitted as a SR-710 Early Action Project for Metro funding consideration. The agreements should be ready in 1Q 2020.
BTA Bike Parking	2023-beyond	8/30/2018	7/30/2019	Consultant Selection	The design was completed in mid-December and the project was advertised for construction in February 2019. One bid was received in March 2019; however, the contractor submitted a bid withdrawal request. Project will be readvertised or sole sourced, depending on direction from the granting agency. Construction is scheduled to begin in Spring 2019 and completion is scheduled for July 2019.

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