



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

**Council Chamber
1424 Mission Street, South Pasadena, CA 91030**

March 4, 2020, at 7:30 p.m.

*In order to address the City Council, please complete a Public Comment Card.
Time allotted per speaker is three (3) minutes and may be subject to change as directed by the Mayor.
No agenda item may be taken after 11:00 p.m., unless determined necessary by the City Council.*

*South Pasadena City Council Statement of Civility
As your elected governing board we will treat each other, members of the public, and city employees with
patience, civility and courtesy as a model of the same behavior we wish to reflect in South Pasadena for the
conduct of all city business and community participation. The decisions made tonight will be for the benefit of the
South Pasadena community and not for personal gain.*

CALL TO ORDER: Mayor Robert S. Joe.

ROLL CALL: Councilmembers Michael A. Cacciotti, Marina Khubesrian, M.D, and Richard D. Schneider, M.D.; Mayor Pro Tem Diana Mahmud; and Mayor Robert S. Joe.

PLEDGE OF ALLEGIANCE: Councilmember Richard D. Schneider, M.D.

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

PRESENTATIONS

2. Helen Putnam Award to South Pasadena

3. Energy Upgrade Proclamation

4. Arbor Day Proclamation

COMMISSION APPOINTMENTS

5. Authorize Commission Appointments

Recommendation

It is recommended that the City Council:

1. Appoint the following resident to an unexpired term ending December 31, 2020:
 - Edward Elsner, Finance Commission

PUBLIC COMMENTS AND SUGGESTIONS

(Time limit is three minutes per person)

The City Council welcomes public input. Members of the public may address the City Council by completing a public comment card and giving it to the Chief City Clerk prior to the meeting. At this time, the public may address the City Council on items that are not on the agenda. Pursuant to state law, the City Council may not discuss or take action on issues not on the meeting agenda, except that members of the City Council or staff may briefly respond to statements made or questions posed by persons exercising public testimony rights (Government Code Section 54954.2). Staff may be asked to follow up on such items.

COMMUNICATIONS

6. Councilmembers Communications

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

7. City Manager Communications

8. Reordering of and Additions to the Agenda

OPPORTUNITY TO COMMENT ON CONSENT CALENDAR

In order to address the City Council, please complete a Public Comment card. Time allotted per speaker is three minutes. Items listed under the consent calendar are considered by the City Manager to be routine in nature and will be enacted by one motion unless an audience member or Councilmember requests otherwise, in which case the item will be removed for separate consideration. Any motion relating to an ordinance or a resolution shall also waive the reading of the ordinance or resolution and include its introduction or adoption as appropriate.

CONSENT CALENDAR

9. Approval of Prepaid Warrants in the Amount of \$1,117,551.44. General City Warrants in the Amount of \$175,613.74. Voids in the Amount of (\$4,490.03).

Recommendation

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

10. 2019 Commission Annual Reports & 2020 Commission Work Plans

Recommendation

It is recommended that the City Council receive and file the 2019 Commission Annual Reports and the 2020 Commission Work Plans.

11. Authorize the City Manager to Execute Professional Services Agreements with ActiveSGV in the Amount of \$210,000 and Right of Way, Inc. in the amount of \$78,210 for Service Associated with the Planning and Hosting of the 626 Golden Streets Arroyo Fest

Recommendation

It is recommended that the City Council authorize the City Manager to execute a:

1. Professional Services Agreement (PSA) with Active San Gabriel Valley (ActiveSGV) for services associated with the planning and hosting of the 626 Golden Streets Arroyo Fest (Arroyo Fest) in the amount of \$210,000; and
2. PSA with Right of Way, Inc. (ROW) for traffic control services associated with Arroyo Fest in the amount of \$78,210.

12. Receive and File Mid-Year Financial Report

Recommendation

It is recommended that the City Council receive and file the Mid-Year (MY) Financial Report.

PUBLIC HEARINGS

13. Public Hearing for First Reading and Introduction of an Ordinance for Zoning Code Amendment 0063-ZCA Amending Section 36.300.040 (Height Limits and Exceptions) of Division 36.300 (General Property Development and Use Standards) of Article 3 (Site Planning and General Development Standards) of Chapter 36 (Zoning) of the South Pasadena Municipal Code Regarding Parkway Landscaping Height Limits at Intersections

Recommendation

It is recommended that the City Council conduct a public hearing for first reading and introduction of an Ordinance for Zoning Code Amendment 0063-ZCA amending Section 36.300.040 (Height Limits and Exceptions) of Division 36.300 (General Property Development and Use Standards) of Article 3 (Site Planning and General Development

Standards) of Chapter 36 (Zoning) of the South Pasadena Municipal Code (SPMC) Regarding Parkway Landscaping Height Limits at Intersections.

ACTION/DISCUSSION

14. Receive and File 2019-20 Strategic Plan Quarter 2 Update and Approve Modifications to the Plan

Recommendation

It is recommended that the City Council:

1. Receive and file the second quarter update of the Fiscal Year (FY) 2019-20 Objectives; and
2. Approve modifications to the FY 2019-20 Strategic Plan.

15. Approval of the Creation of a Traffic Enforcement Bureau in the Police Department

Recommendation

It is recommended that the City Council:

1. Approve the creation of a Traffic Enforcement Bureau (Bureau) in the Police Department (Bureau); and
2. Convert an existing officer position to a corporal position to oversee the Bureau.

16. Adoption of a Revised Resolution Supporting and Authorizing the City Manager to File Applications for the Senate Bill 2 Planning Grants Program

Recommendation

It is recommended that the City Council adopt a revised resolution supporting and authorizing staff to file applications for Senate Bill 2 (SB 2) Planning Grants

17. Authorize the City Manager to Execute 1) Professional Service Agreement with PlaceWorks in the Amount of \$267,598 to Update the City's Housing Element; 2) First Contract Amendment with PlaceWorks for Additional Public Outreach and Extend the General Plan Update and Downtown Specific Plan Contract Term to December 31, 2021 for a Total Not-To-Exceed Amount of \$235,312; 3) Second Amendment to the Professional Services Agreement with Psomas for Additional Environmental Analysis and Extend the Contract Term by to December 31, 2021 for a Total Not-To-Exceed Amount of \$229,259; and 4) Reallocate \$222,974 from a designated reserve fund to the Planning and Building Department Professional Services Account for Fiscal Year 2019-20

Recommendation

It is recommended that the City Council authorize the City Manager to execute:

1. Professional Services Agreement (PSA) with PlaceWorks in the amount of \$267,598 to update the City's Housing Element; and

2. First Amendment to the PlaceWorks PSA to provide additional public outreach and extend the General Plan Update and Downtown Specific Plan (GP/DTSP) contract term to December 31, 2021 in the amount of \$106,579 for a total not-to-exceed amount of \$235,312; and
3. Second Amendment to the PSA with Psomas to provide additional environmental analysis and extend the contract term to December 31, 2021 in the amount of \$88,797 for a total not-to-exceed amount of \$229,259; and
4. Reallocate \$222,974 from a designated reserve fund, as determined by the City Council, to the Planning and Building Department Professional Services Account (101-7010-7011-8170) for Fiscal Year 2019-20.

INFORMATION REPORTS

18. Briefing on Corona Virus

ADJOURNMENT

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

March 18, 2020	Regular City Council Meeting	Council Chamber	7:30 p.m.
April 1, 2020	Regular City Council Meeting	Council Chamber	Cancelled
April 15, 2020	Regular City Council Meeting	Council Chamber	7:30 p.m.
May 6, 2020	Regular City Council Meeting	Council Chamber	7:30 p.m.

PUBLIC ACCESS TO AGENDA DOCUMENTS AND BROADCASTING OF MEETINGS

Prior to meetings, City Council Meeting agenda packets are available at the following locations:

- City Clerk’s Division, City Hall, 1414 Mission Street, South Pasadena, CA 91030;
- City website: www.southpasadenaca.gov/agendas

Agenda related documents provided to the City Council are available for public inspection in the City Clerk’s Division, and on the City’s website at www.southpasadenaca.gov/agendas. During the meeting, these documents will be available for inspection as part of the “Reference Binder” kept in the rear of the City Council Chamber.

Regular meetings are broadcast live on Spectrum Channel 19 and AT&T Channel 99. Meetings are also streamed live via the internet at www.southpasadenaca.gov/agendas.

AGENDA NOTIFICATION SUBSCRIPTION

Individuals can be placed on an email notification list to receive forthcoming agendas by calling the City Clerk’s Division at (626) 403-7230.

ACCOMMODATIONS



The City of South Pasadena wishes to make all of its public meetings accessible to the public. Meeting facilities are accessible to persons with disabilities. If special assistance is needed to participate in this meeting, please contact the City Clerk's Division at (626) 403-7230. Upon request, this agenda will be made available in appropriate alternative formats to persons with disabilities. Hearing assistive devices are available in the Council Chamber. Notification at least 48 hours prior to the meeting will assist staff in assuring that reasonable arrangements can be made to provide accessibility to the meeting (28 CFR 35.102-35.104 ADA Title II).

I declare under penalty of perjury that I posted this notice of agenda on the bulletin board in the courtyard of City Hall at 1414 Mission Street, South Pasadena, CA 91030, and on the City's website as required by law.

2/27/2020

Date

/s/

Maria E. Ayala
Chief City Clerk

CITY OF SOUTH PASADENA
PROCLAMATION



City of South Pasadena
Proclamation Declaring Support for
Energy Upgrade California

WHEREAS, the Golden State is a national leader in energy conservation, embracing its residents' and small businesses' efforts to support our state's clean energy and energy efficiency goals; and

WHEREAS, these efforts have put California on track to double energy efficiency, produce 33 percent of its energy from renewable resources, and reduce greenhouse gas emissions by 40 percent before 2030 – goals as set forth in the “Clean Energy and Pollution Reduction Act of 2015” (Senate Bill 350); and

WHEREAS, all Californians have the opportunity to practice energy-conscious and environmentally friendly actions that help make an energy-saving impact for the Golden State,

BE IT THEREFORE RESOLVED THAT the City of South Pasadena supports Energy Upgrade California® – a statewide initiative committed to empowering Californians to become energy stewards by integrating energy management practices into their daily lives – and their call to all California residents and businesses to preserve the Golden State's pristine environment by taking small energy-saving actions that help **Keep it Golden**.

BE IT THEREFORE RESOLVED THAT we encourage each City of South Pasadena resident to take one energy-saving action – flipping off lights when not in use, washing clothing on the cold cycle, or adjusting the thermostat – to use less energy. Each individual action can result in a big impact not only for South Pasadena, but also the state.

BE IT FURTHER RESOLVED THAT the City of South Pasadena urges all our residents and small businesses to become more conscious energy stewards – recognizing that we all have the power to make a big difference in helping California Keep it Golden by taking even small actions.

NOW, THEREFORE, I, Robert S. Joe, Mayor of the City of South Pasadena, on behalf of the City Council, do hereby proclaim the City's support for *Energy Upgrade California*.



Robert S. Joe

March 4, 2020
Date

CITY OF SOUTH PASADENA
PROCLAMATION



Declaring March 7, 2020
as “Arbor Day”
in the City of South Pasadena

- WHEREAS, in 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees; and
- WHEREAS, this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska, and Arbor Day is now observed throughout the nation and the world; and
- WHEREAS, trees reduce the erosion of our precious topsoil by wind and water, cutting heating and cooling costs, moderate the temperature, clean the air, produce oxygen and provide habitat for wildlife; and
- WHEREAS, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products; and
- WHEREAS, trees in our City increase property values, enhance the economic vitality of business areas and beautify our community; and
- WHEREAS, the City of South Pasadena has been recognized as a Tree City USA by The National Arbor Day Foundation and desires to continue its tree-planting practices.
- NOW, THEREFORE, I, Robert S. Joe, Mayor of the City of South Pasadena, on behalf of the City Council, do hereby proclaim the week of March 7-14, 2020 as a celebration of Arbor Day and urge all citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands.




Robert S. Joe, Mayor

March 4, 2019
Date



City Council Agenda Report

ITEM NO. 5

DATE: March 4, 2020
FROM: Robert Joe, Mayor
PREPARED BY: Maria E. Ayala, Chief City Clerk 
SUBJECT: Authorize Commission Appointment

Recommendation

It is recommended that the City Council:

1. Appoint the following resident to an unexpired term ending December 31, 2020:
 - Edward Elsner, Finance Commission

Legal Review

The City Attorney has not reviewed this item.

Fiscal Impact

There are no financial implications to the City.

Environmental Analysis

The action being considered does not constitute a "project" within the meaning of the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines section 15378(a) as it has no potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environmental.

Public Notification of Agenda Item

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



City Council Agenda Report

ITEM NO. 9

DATE: March 04, 2020

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

PREPARED BY: Karen Aceves & Lucy Demirjian, Interim Finance Director *[Signature]*

SUBJECT: **Approval of Prepaid Warrants in the Amount of \$1,117,551.44. General City Warrants in the Amount of \$175,613.74. Voids in the Amount of (\$4,490.03).**

Recommendation Action

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

Fiscal Impact

Prepaid Warrants:

Warrant # 309944-310026	\$	1,117,551.44
Void	\$	0

General City Warrants:

Warrant # 310027-310103	\$	175,613.74
Void	\$	(4,490.03)

Wire Transfers (LAIF)

\$ 0

Wire Transfers (RSA)

\$ 0

Wire Transfers (Acct # 2413)

\$ 0

Wire Transfers (Acct # 1936)

\$ 0

RSA:

Prepaid Warrants	\$	0
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General City Warrants	\$	0
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Total

	\$	1,288,675.15
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Commission Review and Recommendation

This matter was not reviewed by a Commission.

Legal Review

The City Attorney has not reviewed this item.

Public Notification of Agenda Item

The public was made aware that this item was to be considered this evening by virtue of its

Approval of Warrants

March 04, 2020

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inclusion on the legally publicly noticed agenda, posting of the same agenda and reports on the City's website.

Attachments:

1. Warrant Summary
2. Prepaid Warrant List
3. General City Warrant List
4. Prepaid & General Warrant Voids

ATTACHMENT 1
Warrant Summary

**City of South Pasadena
Demand/Warrant Register
Recap by fund**

Date 03.04.2020

Fund No.	Amounts			
	Prepaid	Written	Payroll	
General Fund	101	153,092.74	166,087.63	
Insurance Fund	103	9,136.00	-	
Street Improvement Program	104	339,079.69	-	
Facilities & Equip.Cap. Fund	105	-	-	
Local Transit Return "A"	205	2,960.44	2,490.17	
Local Transit Return "C"	207	1,436.01	1,513.06	
TEA/Metro	208	2,000.00	-	
Sewer Fund	210	11,761.00	-	
CTC Traffic Improvement	211	-	-	
Street Lighting Fund	215	65,720.13	-	
Public,Education & Govt Fund	217	-	-	
Clean Air Act Fund	218	-	-	
Business Improvement Tax	220	-	-	
Gold Line Mitigation Fund	223	-	-	
Mission Meridian Public Garage	226	-	804.13	
Housing Authority Fund	228	-	-	
State Gas Tax	230	184.64	-	
County Park Bond Fund	232	988.09	-	
Measure R	233	9,870.00	-	
Measure M	236	-	-	
MSRC Grant Fund	238	-	-	
Measure W	239	3,031.09	4,638.75	
Measure H	241	-	-	
Prop C Exchange Fund	242	3,500.00	-	
Bike & Pedestrian Paths	245	-	-	
BTA Grants	248	-	-	
Golden Street Grant	249	-	-	
Capital Growth Fund	255	-	-	
CDBG	260	-	-	
Asset Forfeiture	270	-	-	
Police Grants - State	272	-	-	
Homeland Security Grant	274	-	-	
Park Impact Fees	275	-	-	
HSIP Grant	277	-	-	
Arroyo Seco Golf Course	295	-	-	
Sewer Capital Projects Fund	310	-	-	
Water Fund	500	406,740.07	80.00	
Water Efficiency Fund	503	-	-	
2016 Water Revenue Bonds Fund	505	-	-	
Public Financing Authority	550	83,003.72	-	
Payroll Clearing Fund	700	25,047.82	-	
Column Totals:		1,117,551.44	175,613.74	-

Fund No.	Amounts			
	Prepaid	Written	Payroll	
RSA	227	-	-	-
RSA Report Totals:		-	-	-

City Report Totals: 1,293,165.18

Wire Transfer - LAIF -
 Wire Transfer - RSA -
 Wire Transfer - Acct # 2413 -
 Wire Transfer - Acct # 1936 -
 Voids - Prepaid (4,490.03)
 Voids - General Warrant -

Grand Report Total: 1,288,675.15

Robert Joe, Mayor

Karen Aceves / Lucy Demirjian, Interim Finance Director

Evelyn G. Zneimer, City Clerk

ATTACHMENT 2
Prepaid Warrant List

Accounts Payable

Check Detail

User: ealvarez
Printed: 02/27/2020 - 2:57PM



Check Number	Check Date		Amount
34SC2013 - 34th Street Consulting			
309994	02/27/2020		
Inv 2019-068		Consulting Services for Employee Conflic	2,790.00
309994 Total:			2,790.00
34SC2013 - 34th Street Consulting Total:			2,790.00
ACTM3010 - Accountemps			
309995	02/27/2020		
Inv 55359988		Services of Vinny Sopaseuth w/e 02/14/20	2,626.00
309995 Total:			2,626.00
ACTM3010 - Accountemps Total:			2,626.00
ACHG2013 - A-Check Global			
309996	02/27/2020		
Inv 59-0608096		Electronic Background Services	116.50
309996 Total:			116.50
ACHG2013 - A-Check Global Total:			116.50
ATGC8530 - Acorn Technology Corp.			
309945	02/20/2020		
Inv 2128		CO # 215 Rev 1	100.00
Inv 2129		CO # 148, 149, 150	120.00
Inv 2130		CO # 142	10.00
Inv 2131		CO # 211	112.50
Inv 2133		CO # 217	37.50
Inv 2134		CO # 209	91.25
Inv 2135		CO # 219	45.00
Inv 2136		CO # 220	37.50
Inv 2137		CO # 221	25.00
Inv 2138		CO # 218	37.50
Inv 2139		CO # 216	150.00
Inv 2140		CO # 223	12.50
Inv 2141		CO # 205	87.50
Inv 2142		CO # 222	73.75
Inv 2143		IT Analyst Onsite Hours	707.50
Inv 52900		Managed IT Server Monitoring	19,041.23

Check Number	Check Date	Amount
309945 Total:		20,688.73
ATGC8530 - Acorn Technology Corp. Total:		20,688.73
ALL0197 - All Star Fire Equipment, Inc.		
309997	02/27/2020	
Inv 220245	Annual P.O. for Safety Clothing / Expens	4,508.12
Inv 221306	Annual P.O. for Safety Clothing / Expens	673.60
309997 Total:		5,181.72
ALL0197 - All Star Fire Equipment, Inc. Total:		5,181.72
AMZN8030 - Amazon/SYNCB		
309998	02/27/2020	
Inv 443636866594	Supplies	89.86
Inv 445949895986	Supplies	127.88
Inv 446556745384	Supplies	7.64
Inv 448745489363	Supplies	105.08
Inv 454634967886	Supplies	29.88
Inv 456589364684	Supplies	215.28
Inv 457858957859	Supplies	52.42
Inv 463364894699	Supplies	41.75
Inv 463374776688	Supplies	29.30
Inv 468744783867	Supplies	32.84
Inv 476568993674	Supplies	26.23
Inv 539853598354	Supplies	51.72
Inv 544493836837	Supplies	38.59
Inv 553499549578	Supplies	91.32
Inv 567565563585	Supplies	156.17
Inv 568763587384	Supplies	64.53
Inv 636694773884	Supplies	16.78
Inv 649936657774	Supplies	17.72
Inv 667858486595	Supplies	54.55
Inv 677578498445	Supplies	20.26
Inv 687395353948	Supplies	54.75
Inv 693658363966	Supplies	146.50
Inv 733738575886	Supplies	171.92
Inv 747875745695	Supplies	33.00
Inv 757855784978	Supplies	38.87
Inv 758746885995	Supplies	58.26
Inv 863675937946	Supplies	69.75
Inv 864875564583	Supplies	49.76
Inv 899784965345	Supplies	87.22
Inv 945647365394	Supplies	41.64
Inv 984964879985	Supplies	37.79
Inv 985786486493	Supplies	316.71
Inv 986839544389	Supplies	51.41
309998 Total:		2,427.38
AMZN8030 - Amazon/SYNCB Total:		2,427.38

Check Number	Check Date	Amount
AME0229 - Ameritas		
309999	02/27/2020	
Inv P/R/E 02/13/20	Vision Ins. February 2020 (010-19062 Cit	3,193.68
309999 Total:		3,193.68
AME0229 - Ameritas Total:		3,193.68
YLAR2920 - Arellano, Yolanda		
309946	02/20/2020	
Inv 107332/109409	Refund Securty Deposit for Youth House	250.00
309946 Total:		250.00
YLAR2920 - Arellano, Yolanda Total:		250.00
AT&T5011 - AT&T		
309947	02/20/2020	
Inv 626 441-6497	Monthly Service 01/13-02/12/2020	305.47
309947 Total:		305.47
310000	02/27/2020	
Inv 248 134-6100	Monthly Service 02/01-02/29/2020	9.28
310000 Total:		9.28
AT&T5011 - AT&T Total:		314.75
ATSS6010 - Athens Services		
309948	02/20/2020	
Inv 7041473	Athens Services Mission / Meridian Garag	750.00
Inv 7182488	Athens Services Mission / Meridian Garag	750.00
Inv 7899910	Athens Services Mission / Meridian Garag	750.00
309948 Total:		2,250.00
ATSS6010 - Athens Services Total:		2,250.00
BFWB4011 - Badge Frame, Inc.		
310001	02/27/2020	
Inv 35046	Misc. Plaques for Officer of the Year, C	2,082.81
310001 Total:		2,082.81
BFWB4011 - Badge Frame, Inc. Total:		2,082.81
BSHL6710 - Base Hill, Inc., dba Jan Point		
309949	02/20/2020	
Inv 17991	CityWide Janitorial Services (Day Porter	12,444.04

Check Number	Check Date	Amount
309949 Total:		12,444.04
BSHL6710 - Base Hill, Inc., dba Jan Point Total:		12,444.04
MLBK5270 - Beck, Melissa		
309950	02/20/2020	
Inv 109414	Refund Due to Low Class Enrollment	150.00
309950 Total:		150.00
MLBK5270 - Beck, Melissa Total:		150.00
BIS0403 - Bishop Company		
309951	02/20/2020	
Inv 461458	Street Tree Supplies October 2019	354.51
309951 Total:		354.51
BIS0403 - Bishop Company Total:		354.51
WDFD6116 - Bob Wondries Ford		
310002	02/27/2020	
Inv 596037	Repairs to Unit # 1406	1,955.54
310002 Total:		1,955.54
WDFD6116 - Bob Wondries Ford Total:		1,955.54
DABN8267 - Bohan, Diana		
309952	02/20/2020	
Inv January 2020	Class Instructor - Yoga January 2020	280.00
309952 Total:		280.00
DABN8267 - Bohan, Diana Total:		280.00
BNIG9203 - Bucknam Infrastructure Group Inc.		
309953	02/20/2020	
Inv 334-02.01	Pavement and Asset ManagementInformatio	975.00
309953 Total:		975.00
BNIG9203 - Bucknam Infrastructure Group Inc. Total:		975.00
CELB6410 - C & E Lumber Co		
309954	02/20/2020	
Inv 292702	FY19-20 Maint. & Repairs for Horse Trail	759.70
309954 Total:		759.70

Check Number	Check Date	Amount
CELB6410 - C & E Lumber Co Total:		759.70
CCCA2010 - CA Contract Cities Association		
310003	02/27/2020	
Inv 100237	Lucy Demirjian Registration for 2nd Annu	35.00
310003 Total:		35.00
CCCA2010 - CA Contract Cities Association Total:		35.00
CALB4011 - Calibre Press		
309955	02/20/2020	
Inv 80181	Training Class 02/18/2020 forSgt. Matth	189.00
309955 Total:		189.00
CALB4011 - Calibre Press Total:		189.00
CDW5246 - CDW Government Inc		
310004	02/27/2020	
Inv WLZ1040	Adobe Creative Cloud Subscription	2,306.04
Inv WPG1324	Microsoft GAS Office 2019	5,106.78
Inv WPJ3450	Microsoft Standard GSA Office2019	4,823.07
310004 Total:		12,235.89
CDW5246 - CDW Government Inc Total:		12,235.89
SOU5401 - City of South Pasadena-Sr.Center		
309956	02/20/2020	
Inv 09.19.2019	Reimb. Petty Cash	16.00
Inv 10.08.2019	Reimb. Petty Cash	9.81
Inv 10.09.2019	Reimb. Petty Cash	28.20
Inv 10.28.2019	Reimb. Petty Cash	13.13
Inv 10.31.2019	Reimb. Petty Cash	15.00
Inv 11.01.2019	Reimb. Petty Cash	24.27
Inv 11.14.2019	Reimb. Petty Cash	87.55
Inv 11.16.2019	Reimb. Petty Cash	256.46
Inv 11.22.2019	Reimb. Petty Cash	42.90
309956 Total:		493.32
SOU5401 - City of South Pasadena-Sr.Center Total:		493.32
DSP0755 - D & S Printing		
309957	02/20/2020	
Inv 8659	Print Letterhead on Capital Bond Paper	169.73
Inv 8665	500 Envelopes w/ Return Address	213.53
309957 Total:		383.26

Check Number	Check Date	Amount
DSP0755 - D & S Printing Total:		383.26
DEL4000 - Dell Marketing L.P.		
310005	02/27/2020	
Inv 10371122908	OptiPlex 5070 Micro XCTO	958.46
Inv 10371734411	15 Optiplex SFF XCTO Computers	14,303.29
Inv 10372060990	16 Dell Optiplex Computers SFF XCTO Comp	15,256.84
310005 Total:		30,518.59
DEL4000 - Dell Marketing L.P. Total:		30,518.59
DEL0771 - Delta Dental		
310006	02/27/2020	
Inv BE003782224	Dental Ins. February 2020	11,132.99
310006 Total:		11,132.99
DEL0771 - Delta Dental Total:		11,132.99
DTV5012 - DIRECTV		
309958	02/20/2020	
Inv 37128538298	EOC Disaster Preparedness Communication	91.90
309958 Total:		91.90
DTV5012 - DIRECTV Total:		91.90
ECC9000 - E.C.Construction		
309959	02/20/2020	
Inv 2	Prop C Exchange Monterey Rd. St. Improve	98,580.00
Inv 3	Water Fund Monterey Rd. St. Improvement	61,990.00
309959 Total:		160,570.00
ECC9000 - E.C.Construction Total:		160,570.00
COBR7131 - Flex Advantage		
310007	02/27/2020	
Inv 118050	Reimb. Retirees February 2020Admin Fees	60.00
Inv P/R/E 02/13/20	Reimb. Retirees Batch: 1079855	1,843.44
310007 Total:		1,903.44
COBR7131 - Flex Advantage Total:		1,903.44
GAR7889 - Garcia, Noel		
309960	02/20/2020	
Inv 108497/109411	Refund Security Deposit EddiePark House	250.00

Check Number	Check Date	Amount
309960 Total:		250.00
GAR7889 - Garcia, Noel Total:		250.00
GAR5011 - Garvey Equipment Co		
309961	02/20/2020	
Inv 120351	Equipment & Maint. for Parks Division	490.03
309961 Total:		490.03
GAR5011 - Garvey Equipment Co Total:		490.03
GPACS290 - GPA Consulting		
310008	02/27/2020	
Inv 190919-824	Consulting Services for Initial Study fo	7,080.00
Inv 19-10120	Consulting Services for Initial Study fo	5,845.00
Inv 20-10242	Consulting Services for Initial Study fo	1,501.36
310008 Total:		14,426.36
GPACS290 - GPA Consulting Total:		14,426.36
HEN6201 - Henry's Towing		
309962	02/20/2020	
Inv 5952	Towing for Unit # 209	85.00
309962 Total:		85.00
HEN6201 - Henry's Towing Total:		85.00
ITCR2501 - Intercare Holdings Insurance Svcs		
310009	02/27/2020	
Inv 76-006287	Workers Compensation Claims 12/1-12/31/2	1,636.00
Inv 76-006354	Workers Compensation Claims 01/01-01/31/	7,500.00
310009 Total:		9,136.00
ITCR2501 - Intercare Holdings Insurance Svcs Total:		9,136.00
IIMC307 - Int'l Institute of Mun. Clerks		
309963	02/20/2020	
Inv 25252	Lucy Demirjian IIMC Membership Renewal	150.00
309963 Total:		150.00
IIMC307 - Int'l Institute of Mun. Clerks Total:		150.00
JHA307 - John L. Hunter Associates, Inc.		
310010	02/27/2020	

Check Number	Check Date	Amount
Inv SOPASNP1019	Professional Services for City's MS4 NPD	3,031.09
310010 Total:		3,031.09
JHA307 - John L. Hunter Associates, Inc. Total:		3,031.09
LCW7456 - Liebert Cassidy Whimore		
310011	02/27/2020	
Inv 1491703	Personnel Matters - 12/2019	813.60
Inv 1491704	Personnel Matters - 12/2019	76.00
Inv 1491705	Personnel Matters - 12/2019	958.00
Inv 1491706	Personnel Matters - 12/2019	1,026.00
Inv 1491707	Personnel Matters - 12/2019	5,314.00
Inv 1491708	Personnel Matters - 12/2019	405.00
310011 Total:		8,592.60
LCW7456 - Liebert Cassidy Whimore Total:		8,592.60
LKEC2013 - LinkedIn Corp.		
309964	02/20/2020	
Inv CS5400570-19	Annual Job Subscription 01/2020-01/2021	6,000.00
309964 Total:		6,000.00
LKEC2013 - LinkedIn Corp. Total:		6,000.00
LAPCA401 - Los Angeles Police Chief Association		
309965	02/20/2020	
Inv 04.01-04.03.202	Chief Ortiz Registration for LA County P	300.00
309965 Total:		300.00
LAPCA401 - Los Angeles Police Chief Association Total:		300.00
LARHG101 - Los Angeles Region Planning History Group		
309966	02/20/2020	
Inv 03.14.2020	Registration for Diana Mahmud	50.00
309966 Total:		50.00
LARHG101 - Los Angeles Region Planning History Group Total:		50.00
MCOA8030 - M Coach		
310012	02/27/2020	
Inv 695	Motor Coach for Senior CenterDestinatio	710.44
310012 Total:		710.44
MCOA8030 - M Coach Total:		710.44

Check Number	Check Date	Amount
VKMN2920 - Mannino, Vicki		
309967	02/20/2020	
Inv 108295/109410	Refundable Securty Deposit for WMB 01/1	500.00
309967 Total:		500.00
VKMN2920 - Mannino, Vicki Total:		500.00
MCMC2920 - McKone, Michael		
309968	02/20/2020	
Inv 1071010/109413	Refundable Security Deposit Youth House	250.00
309968 Total:		250.00
MCMC2920 - McKone, Michael Total:		250.00
JNML5270 - Mills, Jung		
309969	02/20/2020	
Inv 109415	ADV Class Cancellation Low Enrollement	125.00
309969 Total:		125.00
JNML5270 - Mills, Jung Total:		125.00
MSKM8032 - Mischook, Kim		
310013	02/27/2020	
Inv Winter 2020	Class Instructor: Payment for Winter Bel	249.60
310013 Total:		249.60
MSKM8032 - Mischook, Kim Total:		249.60
MNBL8170 - Munibilling		
310014	02/27/2020	
Inv 9540	Water Billing Services- December 2019	22,582.86
Inv 9765	Water Billing Services - January 2020	30,930.00
Inv 9789	Water Billing Services: Absorbtion Charg	1,435.13
Inv 9824	Water Billing Services: Postage - Decemb	1,049.31
Inv 9876	Water Billing Services - February 2020	30,975.00
Inv 9900	Water Billing Services: Postage - Januar	1,385.15
Inv 9924	Water Billing Services: Absorbtion Charg	4,384.96
Inv 9970	Water Billing Services: Postage January	2,186.01
310014 Total:		94,928.42
MNBL8170 - Munibilling Total:		94,928.42
MMEP4010 - Municipal Maintenance Equipment		
310015	02/27/2020	
Inv 0145557-IN	Repairs to Parking Enforcement Vehicle #	1,468.51

Check Number	Check Date	Amount
310015 Total:		1,468.51
MMEP4010 - Municipal Maintenance Equipment Total:		1,468.51
NGNT5270 - Nagar, Nitesh		
309970	02/20/2020	
Inv 109474	Refund Client Due to Low Enrollement for	160.00
309970 Total:		160.00
NGNT5270 - Nagar, Nitesh Total:		160.00
NGSI6010 - Natural Gas Systems Inc.		
309971	02/20/2020	
Inv 5990	Monthly Maintenance for November 2019	375.00
Inv 6080	Monthly Maintenance for January 2020	375.00
309971 Total:		750.00
NGSI6010 - Natural Gas Systems Inc. Total:		750.00
NRFB6711 - Norton Rose Fullbright		
309972	02/20/2020	
Inv 9495045865	Professional Services Rendered for SRF F	15,414.80
309972 Total:		15,414.80
NRFB6711 - Norton Rose Fullbright Total:		15,414.80
PEG4590 - NUFIC		
310016	02/27/2020	
Inv P/R/E 01/31/20	A.D.D. Ins. Voluntary - January 2020	993.00
Inv P/R/E 02/13/20	A.D.D. Ins. Voluntary - February 2020	1,030.25
310016 Total:		2,023.25
PEG4590 - NUFIC Total:		2,023.25
PFAR2920 - Pasadena-Foothills Association of Realtors		
309973	02/20/2020	
Inv 99769-109050	Refund Security Deposit for WMB 10/02/20	500.00
309973 Total:		500.00
PFAR2920 - Pasadena-Foothills Association of Realtors Total:		500.00
TOPL8267 - Plasil, Tony		
309974	02/20/2020	
Inv January 2020	Class Instructor: Ballroom Dance Classes	100.00

Check Number	Check Date	Amount
309974 Total:		100.00
TOPL8267 - Plasil, Tony Total:		100.00
PODV8267 - Podvoll, Candace		
309975	02/20/2020	
Inv January 2020	Instruct Meditation - January2020	112.80
309975 Total:		112.80
PODV8267 - Podvoll, Candace Total:		112.80
POS5265 - Post Alarm Systems		
309976	02/20/2020	
Inv 1245661	Fire Monitoring for WMB & 815Mission St	103.48
309976 Total:		103.48
POS5265 - Post Alarm Systems Total:		103.48
PRO7777 - ProForce Law Enforcement		
309977	02/20/2020	
Inv 395474	Police Department Equipment	5,550.42
309977 Total:		5,550.42
PRO7777 - ProForce Law Enforcement Total:		5,550.42
ROTH6010 - Roth Staffing Companies		
310017	02/27/2020	
Inv 13843529	Temporary Staffing - Helen Asiddao w/e 0	695.63
Inv 13843530	Temporary Staffing - Gemma Pagala w/e 01	248.04
310017 Total:		943.67
ROTH6010 - Roth Staffing Companies Total:		943.67
SOU5230 - S.P.Firefighters L-3657		
309978	02/20/2020	
Inv P/R/E 02/07/20	Union & Association Dues 02/2020	2,162.42
309978 Total:		2,162.42
SOU5230 - S.P.Firefighters L-3657 Total:		2,162.42
SOU5435 - S.P.P. O. A.		
309979	02/20/2020	
Inv P/R/E 02/07/20	Union & Association Insurance02/2020	4,659.48

Check Number	Check Date	Amount
309979 Total:		4,659.48
SOU5435 - S.P.P. O. A. Total:		4,659.48
SOU5451 - S.P.Public Srvc Empl. Ass'n		
309980	02/20/2020	
Inv P/R/E 02/07/20 Assn. Dues 02/2020		1,380.00
309980 Total:		1,380.00
SOU5451 - S.P.Public Srvc Empl. Ass'n Total:		1,380.00
SEQ9000 - Sequel Contractors Inc.		
309944	02/13/2020	
Inv 4 Bushnell Avenue & Diamond Ave. Street Im		484,339.69
309944 Total:		484,339.69
SEQ9000 - Sequel Contractors Inc. Total:		484,339.69
SHO6666 - Shono, Jean		
309981	02/20/2020	
Inv January 2020 Class Instructor: Crochet/Knitting Janua		32.00
309981 Total:		32.00
SHO6666 - Shono, Jean Total:		32.00
WLST8267 - Shuttic, William		
309982	02/20/2020	
Inv January 2020 Class Instructor: Fitness Jauary 2020		792.00
309982 Total:		792.00
WLST8267 - Shuttic, William Total:		792.00
SOU6666 - So. CA Edison Co.		
309983	02/20/2020	
Inv 3-000-5677-90 11/18/19-12/18/19		87.01
Inv 3-000-5950-21 12/20/19-01/22/20		29.77
Inv 3-000-5950-22 11/23/19-12/24/19		100.54
Inv 3-000-7125-63 11/23/19-12/24/19		16.98
Inv 3-000-7125-66 11/23/19-12/24/19		18.89
Inv 3-000-7152-57 11/26/19-12/27/19		10.21
Inv 3-000-8455-69 11/25/19-12/26/19		46.27
Inv 3-000-9969-52 12/20/19-01/22/2020		12.16
Inv 3-001-1810-94 11/23/19-12/24/19		19.47
Inv 3-001-1811-29 11/25/19-12/26/19		2,419.67
Inv 3-001-1811-44 12/20/19-01/22/20		402.21
Inv 3-001-1811-45 12/20/19-01/22/20		13.14

Check Number	Check Date	Amount
Inv 3-001-1811-48	11/20/19-12/23/19	28.60
Inv 3-001-1811-56	11/23/19-12/24/19	40.82
Inv 3-001-1811-58	11/25/19-12/26/19	29.24
Inv 3-001-1811-59	11/23/19-12/24/19	27.74
Inv 3-001-1811-63	11/23/19-12/24/19	10.21
Inv 3-001-1811-67	11/22/19-12/23/19	26.50
Inv 3-001-1811-68	11/23/19-12/24/19	65.97
Inv 3-001-1811-69	11/25/19-12/26/19	21.66
Inv 3-001-1811-75	11/23/19-12/24/19	55.29
Inv 3-001-1811-76	11/23/19-12/24/19	34.98
Inv 3-001-1811-77	11/22/19-12/23/19	26.34
Inv 3-001-1811-79	11/23/19-12/24/19	28.05
Inv 3-001-1811-80	11/23/19-12/24/19	26.58
Inv 3-001-1811-86	11/25/19-12/26/19	9.95
Inv 3-001-1811-87	11/23/19-12/24/19	15.03
Inv 3-001-1811-89	11/25/19-12/26/19	29.24
Inv 3-001-1811-90	11/02/19-12/31/19	24.29
Inv 3-001-1811-91	11/23/19-12/24/19	45.25
Inv 3-001-1811-92	11/23/19-12/24/19	13.11
Inv 3-001-1811-93	11/25/19-12/26/19	33.65
Inv 3-001-1811-95	11/25/19-12/26/19	10.63
Inv 3-001-1811-98	11/25/19-12/26/19	12.56
Inv 3-001-1812-06	11/25/19-12/26/19	19.19
Inv 3-001-1812-07	12/20/19-01/22/19	14.20
Inv 3-001-1812-08	11/22/19-12/23/19	39.89
Inv 3-001-1812-09	12/01/19-01/01/19	265.47
Inv 3-001-1812-10	11/25/19-12/26/19	44.93
Inv 3-001-1812-11	11/25/19-12/26/19	22.44
Inv 3-001-1812-12	11/25/19-12/26/19	14.35
Inv 3-001-1812-25	11/26/19-12/27/19	10.35
Inv 3-001-1812-26	11/26/19-12/27/19	466.15
Inv 3-001-1812-27	11/26/19-12/27/19	33.74
Inv 3-001-1812-31	11/27/19-12/30/19	25.05
Inv 3-001-1812-32	12/01/19-01/01/19	12.83
Inv 3-001-1812-35	12/02/19-12/31/19	12.14
Inv 3-001-1812-36	11/27/19-12/30/19	37.16
Inv 3-001-1812-38	11/27/19-12/30/19	9.57
Inv 3-001-1812-39	12/02/19-12/31/19	31.05
Inv 3-001-9413-97	12/02/19-12/31/19	1,469.93
Inv 3-002-4372-43	12/02/19-12/31/19	37.46
Inv 3-002-4473-12	11/25/19-12/26/19	9.95
Inv 3-003-6653-57	12/23-01/24/2020	1,038.31
Inv 3-003-7341-83	12/01/19-01/01/19	10.80
Inv 3-004-3214-58	11/25/19-12/26/19	17.81
Inv 3-004-4562-56	11/23/19-12/24/19	33.65
Inv 3-016-0678-82	11/23/19-12/24/19	54.44
Inv 3-022-6051-15	12/02/19-12/31/19	40.39
Inv 3-022-6897-57	12/02/19-12/31/19	11.11
Inv 3-022-6897-89	12/02/19-12/31/19	10.50
Inv 3-022-6897-99	11/22/19-12/23/19	10.63
Inv 3-022-6898-05	11/23/19-12/24/19	10.21
Inv 3-022-6898-17	11/27/19-12/30/19	11.75
Inv 3-046-7147-27	11/25/19-12/26/19	947.91
Inv 3-048-3503-18	12/01/19-01/01/19	0.27
Inv 3-048-3503-31	12/01/19-01/01/19	6.74

Check Number	Check Date	Amount
Inv 3-048-3504-12	12/01/19-01/01/19	0.45
Inv 3-048-3504-73	12/01/19-01/01/19	7.45
Inv 3-048-3505-86	11/23/19-12/24/19	6.57
Inv 3-048-3506-21	11/23/19-12/24/19	4.21
Inv 3-048-3506-72	11/23/19-12/24/19	7.95
Inv 3-048-3507-28	11/23/19-12/24/19	11.53
Inv 3-048-3515-02	11/23/19-12/24/19	0.18
Inv 3-048-3515-19	11/23/19-12/24/19	26.89
Inv 3-048-3515-96	11/23/19-12/24/19	12.75
Inv 3-048-3518-15	11/23/19-12/24/19	5.22
Inv 3-048-3519-30	12/23-01/24/2020	1,070.86
Inv 3-048-3520-99	11/23/19-12/24/19	108.69
Inv 3-048-3524-22	11/23/19-12/24/19	23.21
Inv 3-048-3528-66	11/23/19-12/24/19	17.35
Inv 3-048-3529-42	11/23/19-12/24/19	23.57
Inv 3-048-3530-52	11/23/19-12/24/19	0.44
Inv 3-048-3587-48	11/23/19-12/24/19	8.14
Inv 3-048-3587-62	11/23/19-12/24/19	0.54
Inv 3-048-3593-95	11/23/19-12/24/19	17.35
Inv 3-048-3593-98	11/25/19-12/26/19	14.58
Inv 3-048-3594-36	11/25/19-12/26/19	4.13
Inv 3-048-3599-01	11/25/19-12/26/19	2,282.30
Inv 3-048-3599-97	11/25/19-12/26/19	33.16
Inv 3-048-3600-65	11/25/19-12/26/19	22.74
Inv 3-048-3601-53	11/25/19-12/26/19	886.81
Inv 3-048-3608-21	11/25/19-12/26/19	520.01
Inv 3-048-3659-74	11/25/19-12/26/19	164.34
Inv 3-048-3662-71	11/25/19-12/26/19	17.43
Inv 3-048-3664-38	11/25/19-12/26/19	0.34
Inv 3-048-3670-65	11/25/19-12/26/19	0.23
Inv 3-048-3735-77	11/25/19-12/26/19	14.66
Inv 3-048-3736-11	11/25/19-12/26/19	22.65
Inv 3-048-3750-12	11/25/19-12/26/19	0.96
Inv 3-048-3807-64	11/25/19-12/26/19	15.84
Inv 3-048-3810-70	11/25/19-12/26/19	0.31
Inv 3-048-3817-68	11/25/19-12/26/19	0.19
Inv 3-048-3819-71	11/25/19-12/26/19	10.33
Inv 3-048-3823-92	11/25/19-12/26/19	23.59
Inv 3-048-4954-40	11/25/19-12/26/19	172.65
Inv 3-048-4960-02	11/25/19-12/26/19	11.85
Inv 3-048-4960-34	11/25/19-12/26/19	53.63
Inv 3-048-4961-25	11/25/19-12/26/19	2.25
Inv 3-048-5125-68	11/25/19-12/26/19	40.06
Inv 3-048-5125-73	11/25/19-12/26/19	22.49
Inv 3-048-5127-24	11/25/19-12/26/19	12.51
Inv 3-048-5129-43	11/25/19-12/26/19	0.96
Inv 3-048-5129-59	11/22/19-12/23/19	11.47
Inv 3-048-5131-46	11/22/19-12/23/19	0.56
Inv 3-048-5131-47	11/22/19-12/23/19	11.31
Inv 3-048-5135-05	11/22/19-12/23/19	35.13
Inv 3-048-5136-08	11/22/19-12/23/19	18.41
Inv 3-048-5142-29	11/22/19-12/23/19	13.16
Inv 3-048-7577-55	11/22/19-12/23/19	16.35
Inv 3-048-7780-74	11/22/19-12/23/19	1.61
Inv 3-048-7781-02	11/22/19-12/23/19	6.80

Check Number	Check Date	Amount
Inv 3-048-7781-59	11/22/19-12/23/19	57.27
Inv 3-048-7782-47	11/22/19-12/23/19	10.10
Inv 3-048-7782-87	11/22/19-12/23/19	1.61
Inv 3-048-7783-35	11/22/19-12/23/19	3.23
Inv 3-048-7786-19	11/22/19-12/23/19	6.80
309983 Total:		14,470.54
310018	02/27/2020	
Inv 3-008-8091-11	01/06/20-02/04/2020	2,619.43
Inv 3-008-8091-12	01/01/20-02/01/2020	571.09
Inv 3-008-8091-13	01/01/20-02/01/2020	7,465.15
Inv 3-008-8091-14	01/01/20-02/01/2020	10.90
Inv 3-008-8091-16	01/06/20-02/04/2020	74.05
Inv 3-008-8091-17	01/06/20-02/04/2020	32.35
Inv 3-008-8091-18	01/06/20-02/04/2020	29.39
Inv 3-008-8091-19	01/06/20-02/04/2020	22.92
Inv 3-008-8091-20	01/06/20-02/04/2020	36.94
Inv 3-008-8091-21	01/06/20-02/04/2020	60.23
Inv 3-008-8091-22	01/06/20-02/04/2020	24.98
Inv 3-008-8091-23	01/06/20-02/04/2020	43.08
Inv 3-008-8091-24	01/06/20-02/04/2020	38.06
Inv 3-008-8436-55	01/06/20-02/04/2020	58.78
Inv 3-025-4910-19	01/06/20-02/04/2020	64.75
Inv 3-026-6343-40	01/06/20-02/04/2020	9.55
Inv 3-045-0630-89	01/01/20-02/01/2020	13.81
Inv 3-048-4151-49	01/01/20-02/01/2020	27.38
Inv 3-048-4154-08	01/01/20-02/01/2020	36.49
Inv 3-048-4157-19	01/01/20-02/01/2020	63.20
Inv 3-048-4158-60	12/05/19-01/06/2020	75.93
Inv 3-048-4159-93	12/05/19-01/06/2020	65.23
Inv 3-048-4160-78	12/05/19-01/06/2020	3.02
Inv 3-048-4160-91	12/05/19-01/06/2020	81.59
Inv 3-048-4164-59	12/05/19-01/06/2020	22.04
Inv 3-048-4164-72	12/05/19-01/06/2020	38.03
Inv 3-048-4164-78	12/05/19-01/06/2020	30.77
Inv 3-048-4164-93	12/05/19-01/06/2020	19.44
Inv 3-048-4173-52	12/05/19-01/06/2020	44.06
Inv 3-048-7781-73	12/05/19-01/06/2020	1,741.29
Inv 3-048-7784-31	12/05/19-01/06/2020	392.46
Inv 3-048-7785-92	06/01/19-12/01/2019	0.00
310018 Total:		13,816.39
SOU6666 - So. CA Edison Co. Total:		28,286.93
CEAP7000 - South Pasadena Part Time Employees Assn.		
309984	02/20/2020	
Inv P/R/E 02/07/20	Assn. Dues 02/2020	496.00
309984 Total:		496.00
CEAP7000 - South Pasadena Part Time Employees Assn. Total:		496.00

Check Number	Check Date	Amount
STA5219 - Staples Business Advantage		
309985	02/20/2020	
Inv 3426746471	Finance Office Supplies	525.59
Inv 3436714419	Community Services - Office Supplies	40.50
Inv 3437022438	CS Office Supplies	36.44
Inv 3437283522	CS Office Supplies	142.63
Inv 3437462378	Finance Office Supplies	152.52
Inv 3437689843	Finance Office Supplies	61.23
309985 Total:		958.91
310019	02/27/2020	
Inv 3430967879	Public Works Office Supplies	259.91
Inv 3436714419	Community Services Office Supplies	40.50
Inv 3437462377	Management Services Office Supplies	125.46
Inv 3438869376	Community Services Office Supplies	268.32
310019 Total:		694.19
STA5219 - Staples Business Advantage Total:		1,653.10
SOU5030 - The Gas Company		
309986	02/20/2020	
Inv 196-493-8529 1	CNG for City Vehicles (PW andTransit)	355.50
309986 Total:		355.50
310020	02/27/2020	
Inv 072 519 1300 5	01/14/2020-02/13/2020	15.97
Inv 080 919 2900 3	01/14/2020-02/13/2020	302.45
Inv 080 919 3600 8	01/14/2020-02/13/2020	118.90
Inv 083 019 3600 4	01/14/2020-02/13/2020	103.35
Inv 135 519 3700 9	01/14/2020-02/13/2020	286.31
Inv 137 619 3700 5	01/14/2020-02/13/2020	274.16
Inv 148 220 0900 8	01/14/2020-02/13/2020	103.35
310020 Total:		1,204.49
SOU5030 - The Gas Company Total:		1,559.99
TIM4011 - Time Warner Cable		
309987	02/20/2020	
Inv 008 0357905	Camp Med / Teen Center 02/05-03/04/2020	120.49
309987 Total:		120.49
310021	02/27/2020	
Inv 008 0070193	Account # 8448 30 008 007019302/01-02/2	78.95
Inv 008 0355990	Account # 8448 30 008 035599002/02-03/0	407.20
310021 Total:		486.15
TIM4011 - Time Warner Cable Total:		606.64

Check Number	Check Date	Amount
VERW6711 - Verizon Wireless		
309988	02/20/2020	
Inv 9847147526	Account 270619951-00002	476.09
Inv 9847147527	Account 270619951-0004 12/27-01/26/2020	510.57
309988 Total:		986.66
VERW6711 - Verizon Wireless Total:		986.66
WFBK1020 - Wells Fargo Bank		
309989	02/20/2020	
Inv SOPASWTR2013	2013 Water Revenue Bonds	82,187.62
309989 Total:		82,187.62
310022	02/27/2020	
Inv SOPASWTR2013	2013 Water Revenue Bonds	816.10
310022 Total:		816.10
WFBK1020 - Wells Fargo Bank Total:		83,003.72
WES4152 - West Coast Arborists, Inc.		
309990	02/20/2020	
Inv 155597	Street Tree Maint. Professional Services	22,419.00
Inv 156490	Street Tree Maint. Contract Services	28,890.00
309990 Total:		51,309.00
WES4152 - West Coast Arborists, Inc. Total:		51,309.00
WLHD8020 - Westlake Hardware		
310023	02/27/2020	
Inv 14300566	City Hardware Supplies	83.48
Inv 14300586	City Hardware Supplies	47.22
310023 Total:		130.70
WLHD8020 - Westlake Hardware Total:		130.70
WHI6410 - Whittier Fertilizer Co.		
309991	02/20/2020	
Inv 352102	Back-Fill Areas at WMB	72.54
309991 Total:		72.54
WHI6410 - Whittier Fertilizer Co. Total:		72.54
WIL2010 - Willdan Engineering		
310024	02/27/2020	

Check Number	Check Date	Amount
Inv 00415471	On-Call Construction Management	580.00
Inv 00415611R	On-Call Construction Management	8,742.00
Inv 00415717	On-Call Construction Management	2,299.00
310024 Total:		11,621.00
WIL2010 - Willdan Engineering Total:		11,621.00
PUFG8267 - Wong, Pauline		
309992	02/20/2020	
Inv January 2020	Class Instructor: Line Dance January 202	249.60
309992 Total:		249.60
PUFG8267 - Wong, Pauline Total:		249.60
GRA1244 - Woods Maintenance Services, Inc.		
310025	02/27/2020	
Inv SPAS1119	Citywide Graffiti Removal	931.00
310025 Total:		931.00
GRA1244 - Woods Maintenance Services, Inc. Total:		931.00
RRXF5010 - Xerox Financial Svcs		
309993	02/20/2020	
Inv 1950101	1414 Mission Street Xerox 3TX415910 (12/	161.25
309993 Total:		161.25
310026	02/27/2020	
Inv 1955119	1414 Mission Street Xerox 3TX415910	322.50
310026 Total:		322.50
RRXF5010 - Xerox Financial Svcs Total:		483.75
Total:		1,117,551.44

ATTACHMENT 3
General City Warrant List

Accounts Payable

Check Detail

User: ealvarez
Printed: 02/27/2020 - 4:09PM



Check Number	Check Date		Amount
ADA0143 - Adamson Police Products			
310028	03/04/2020		
		Inv INV319607 Hi-Risk powder free gloves (Medium & Lar	310.55
		Inv INV319907 1 Surefire SF-123 Lithium Battery & Doub	38.92
310028 Total:			349.47
ADA0143 - Adamson Police Products Total:			349.47
ALC4018 - Alco Target Company			
310029	03/04/2020		
		Inv 68654 Nylon Brushes, Handgun Cleaning Kits, Bo	75.16
310029 Total:			75.16
ALC4018 - Alco Target Company Total:			75.16
ALH0179 - Alhambra Car Wash			
310030	03/04/2020		
		Inv 02.12.2020 Public Works Prius Car Wash 01/30/2020	11.00
		Inv January 2020 Police Department Card WashesJanuary 20	143.00
310030 Total:			154.00
ALH0179 - Alhambra Car Wash Total:			154.00
ASOM8032 - Alhambra School of Music			
310031	03/04/2020		
		Inv Winter 2020 Class Instructor: Paiano, Drums, Guitar	640.00
310031 Total:			640.00
ASOM8032 - Alhambra School of Music Total:			640.00
ACMT2920 - All City Management			
310032	03/04/2020		
		Inv 66388 Crossing Guard Services FY19-20 (01/12-0	7,129.22
		Inv 66657 Crossing Guard Services FY19-20 (01/26-0	7,986.60
310032 Total:			15,115.82

Check Number	Check Date	Amount
ACMT2920 - All City Management Total:		15,115.82
LOAN8267 - Andrews, Loretta		
310033	03/04/2020	
Inv Winter 2020	Class Instructor: Payment for Winter Haw	1,543.75
310033 Total:		1,543.75
LOAN8267 - Andrews, Loretta Total:		1,543.75
BAK0369 - Baker & Taylor Books		
310034	03/04/2020	
Inv 2034945322	Purchase of Books & Library Materials	763.96
Inv 2035010656	Purchase of Books & Library Materials	616.15
Inv 2035023540	Purchase of Books & Library Materials	903.60
Inv 2035031564	Purchase of Books & Library Materials	934.59
Inv 2035041801	Purchase of Books & Library Materials	889.13
Inv 2035059661	Purchase of Books & Library Materials	416.60
Inv 2035070133	Purchase of Books & Library Materials	296.54
Inv 2035074008	Purchase of Books & Library Materials	388.88
Inv 2035074876	Purchase of Books & Library Materials	294.16
Inv 2035081770	Purchase of Books & Library Materials	30.74
Inv 2035085286	Purchase of Books & Library Materials	93.90
310034 Total:		5,628.25
BAK0369 - Baker & Taylor Books Total:		5,628.25
BAK0366 - Baker & Taylor Entertainment		
310035	03/04/2020	
Inv H43300280	Purchase of CD's and DVD's & Library Mat	11.33
Inv H43395810	Purchase of CD's and DVD's & Library Mat	78.78
Inv H43442350	Purchase of CD's and DVD's & Library Mat	29.56
Inv H43482310	Purchase of CD's and DVD's & Library Mat	9.71
Inv H43685350	Purchase of CD's and DVD's & Library Mat	24.62
Inv H43685360	Purchase of CD's and DVD's & Library Mat	212.58
Inv H43686920	Purchase of CD's and DVD's & Library Mat	21.04
Inv H43697140	Purchase of CD's and DVD's & Library Mat	32.81
310035 Total:		420.43
BAK0366 - Baker & Taylor Entertainment Total:		420.43
BRMR8267 - BRIT West Soccer		
310036	03/04/2020	
Inv Winter 2020	Class Instructor: Tiny Pro's:Learn to K	7,137.65
310036 Total:		7,137.65
BRMR8267 - BRIT West Soccer Total:		7,137.65

Check Number	Check Date		Amount
BNIG9203 - Bucknam Infrastructure Group Inc.			
310037	03/04/2020		
		Inv 334-02.02 Pavement and Asset ManagementInformatio	1,417.00
310037 Total:			1,417.00
BNIG9203 - Bucknam Infrastructure Group Inc. Total:			1,417.00
LRBT5270 - Burt, Lauren			
310038	03/04/2020		
		Inv 108731/109456 Refundable for Rental of Gazebo due to w	120.00
310038 Total:			120.00
LRBT5270 - Burt, Lauren Total:			120.00
CALA8060 - CA Law Enforcement Ass'n of Records Supervisors			
310039	03/04/2020		
		Inv 2020 Membership Dues for Lt. Shannon Robledo	100.00
310039 Total:			100.00
CALA8060 - CA Law Enforcement Ass'n of Records Supervisors Total:			100.00
CALA8010 - CA Library Association			
310040	03/04/2020		
		Inv 300008585 CLA Individual Membership Bianca Richard	40.00
		Inv 300008586 CLA Individual Membership David R Uwins	40.00
		Inv 300008587 CLA Individual Membership Debra Beadle	40.00
		Inv 300008588 CLA Individual Membership Joseph Molina	40.00
		Inv 300008589 CLA Individual Membership Annie Chang	40.00
310040 Total:			200.00
CALA8010 - CA Library Association Total:			200.00
CAL5236 - CA Linen Services			
310041	03/04/2020		
		Inv 1711561C Fire Department Supplies	-18.53
		Inv 1751738 Fire Department Supplies	105.62
		Inv 1754974 Fire Department Supplies	96.35
310041 Total:			183.44
CAL5236 - CA Linen Services Total:			183.44
CAN0607 - Cantu Graphics			
310042	03/04/2020		
		Inv 5725 Business Cards for Kanika Kith	49.22
		Inv 5726 Command Sheets for Fire Operations	28.47
		Inv 5733 Fuel Consumption Sheets for Daily Vehicl	41.06

Check Number	Check Date	Amount
310042 Total:		118.75
CAN0607 - Cantu Graphics Total:		118.75
CHA7788 - Chan, Benjamin		
310043	03/04/2020	
Inv Winter 2020 Class Instructor: Tai Chi beginners		572.00
310043 Total:		572.00
CHA7788 - Chan, Benjamin Total:		572.00
CHAG8032 - Chang, Emily		
310044	03/04/2020	
Inv Winter 2020 Class Instructor: KinderMusik		158.60
310044 Total:		158.60
CHAG8032 - Chang, Emily Total:		158.60
CHUJ2920 - Chu, Jenny		
310045	03/04/2020	
Inv 108705/109412 Refundable Security Deposit for Eddie Ho		250.00
310045 Total:		250.00
CHUJ2920 - Chu, Jenny Total:		250.00
CORE6011 - CoreLogic Information Solutions, Inc.		
310046	03/04/2020	
Inv 82004693 Public Information Database -Public Wor		300.00
310046 Total:		300.00
CORE6011 - CoreLogic Information Solutions, Inc. Total:		300.00
COR7788 - Cornforth, Darren		
310047	03/04/2020	
Inv Winter 2020 Class Instructor: Tennis 3 Classes		1,684.80
310047 Total:		1,684.80
COR7788 - Cornforth, Darren Total:		1,684.80
DEM0777 - Demco		
310048	03/04/2020	
Inv 6764217 Library CD/ DVD Overlay Tags		466.94
310048 Total:		466.94

Check Number	Check Date	Amount
DEM0777 - Demco Total:		466.94
DOJ4011 - Dept of Justice		
310049	03/04/2020	
Inv 433332	Fingerprint Apps for Month of January 20	224.00
310049 Total:		224.00
DOJ4011 - Dept of Justice Total:		224.00
DDL8010 - Dr. Detail Ph.D		
310050	03/04/2020	
Inv 2044	Spot Cleaning of Children's Room & Commu	150.00
310050 Total:		150.00
DDL8010 - Dr. Detail Ph.D Total:		150.00
ENT5426 - Entenmann-Rovin		
310051	03/04/2020	
Inv 0149687-IN	Clerk Badge # 2	107.59
310051 Total:		107.59
ENT5426 - Entenmann-Rovin Total:		107.59
FED1109 - FedEx		
310052	03/04/2020	
Inv 6-882-26704	Mail / Ship Handheld Phones For Rapair	9.12
Inv 6-914-41803	Delivery for Debby Lin - Contract Agreeem	36.01
310052 Total:		45.13
FED1109 - FedEx Total:		45.13
GAL7788 - Gale, Donna		
310053	03/04/2020	
Inv Winter 2020	Class Instructor: Tot Ballet, Tap, Hip Ho	1,860.00
310053 Total:		1,860.00
GAL7788 - Gale, Donna Total:		1,860.00
GALL5011 - Galls, LLC		
310054	03/04/2020	
Inv 014896618	1 Galls 26 inch baton; 1 Scabbard, 3 Rad	437.03
310054 Total:		437.03

Check Number	Check Date	Amount
GALL5011 - Galls, LLC Total:		437.03
ANGY8030 - Grady, Anthony Q.		
310055	03/04/2020	
Inv Winter 2020	Class Instructor: Jujitsu	390.00
310055 Total:		390.00
ANGY8030 - Grady, Anthony Q. Total:		390.00
GNWR2970 - Gunewardena, Ravi		
310056	03/04/2020	
Inv 46171	Refund from Soils Report Review Deposit	447.02
310056 Total:		447.02
GNWR2970 - Gunewardena, Ravi Total:		447.02
CRHY8067 - Hartney, Corey		
310057	03/04/2020	
Inv Winter 2020	Class Instructor: Basketball 3 Classes	718.25
310057 Total:		718.25
CRHY8067 - Hartney, Corey Total:		718.25
ICC7101 - Int'l Code Council		
310058	03/04/2020	
Inv 1111035	2020 Membership Dues Int. Code Council	135.00
310058 Total:		135.00
ICC7101 - Int'l Code Council Total:		135.00
JSAR4011 - Jack's Auto Repair		
310059	03/04/2020	
Inv 16,587	PD Annual Vehicle Maint. Unit# 219 (Oil	512.80
Inv 16,593	Transit Division Maint. 45 Day Inspectio	55.00
Inv 16,597	Remove & Replacement Alternator Assembly	321.49
310059 Total:		889.29
JSAR4011 - Jack's Auto Repair Total:		889.29
TAHZ8267 - Jivan, Tahnizian		
310060	03/04/2020	
Inv Winter 2020	Class Instructor: Payment forPiano Wint	1,456.00
310060 Total:		1,456.00

Check Number	Check Date	Amount
TAHZ8267 - Jivan, Tahmizian Total:		1,456.00
JHA307 - John L. Hunter Associates, Inc.		
310061	03/04/2020	
Inv SOPASEPCA0819	Enhances Water Management Plan (EWMP)	1,701.25
Inv SOPASEPCA09019	Enhances Water Management Plan (EWMP)	2,937.50
310061 Total:		4,638.75
JHA307 - John L. Hunter Associates, Inc. Total:		4,638.75
JCRS5011 - Jones Coffee Roasters		
310062	03/04/2020	
Inv 47299	Fire Department Supplies	46.35
Inv 47311	Fire Department Supplies	139.05
310062 Total:		185.40
JCRS5011 - Jones Coffee Roasters Total:		185.40
FBKZ8032 - Katz, Fariba		
310063	03/04/2020	
Inv Winter 2020	Class Instructor: Winter Kundalini Yoga	104.00
310063 Total:		104.00
FBKZ8032 - Katz, Fariba Total:		104.00
KIMT4010 - Kim Turner LLC		
310064	03/04/2020	
Inv 2192	Training Class for Velasquez, Figueroa,	745.00
310064 Total:		745.00
KIMT4010 - Kim Turner LLC Total:		745.00
LTAP5500 - L.A.C. M. T. A.		
310065	03/04/2020	
Inv 105089	Metro Pass Sales 30 Days	760.00
310065 Total:		760.00
LTAP5500 - L.A.C. M. T. A. Total:		760.00
LSLL6010 - LA Solutions For Engineering Resources, LLC		
310066	03/04/2020	
Inv 202002-01	On-Call Stormwater Mgmt.	1,250.00
Inv 202002-02	Consultant: FY19-20 On-Call Public Works	1,700.00
310066 Total:		2,950.00

Check Number	Check Date	Amount
LSLL6010 - LA Solutions For Engineering Resources, LLC Total:		2,950.00
LDAM2920 - Lid, Adam		
310067	03/04/2020	
Inv 106389/109429	Refundable Security Deposit for WMB	500.00
310067 Total:		500.00
LDAM2920 - Lid, Adam Total:		500.00
LSEN4011 - Lifesaver Education		
310068	03/04/2020	
Inv Winter: 2020	Class Instructor: Payment forCPR/AED CI	56.00
310068 Total:		56.00
LSEN4011 - Lifesaver Education Total:		56.00
IRLU5270 - Liu, Iris		
310069	03/04/2020	
Inv 109265	Refund for Brit West Soccer Classes	120.00
310069 Total:		120.00
IRLU5270 - Liu, Iris Total:		120.00
LOU1111 - Louie, Spencer		
310070	03/04/2020	
Inv 12.18-12.19.19	Training Class Reimb. for Spencer Louie	89.08
310070 Total:		89.08
LOU1111 - Louie, Spencer Total:		89.08
MBFEC106 - Marx Bros. Fire Extinguisher Co.		
310071	03/04/2020	
Inv S21507	WMB - Semi Annual Inspection of Ansul R-	117.92
310071 Total:		117.92
MBFEC106 - Marx Bros. Fire Extinguisher Co. Total:		117.92
MDCS4011 - MedCycle Systems		
310072	03/04/2020	
Inv 1001	Fee for disposal of regulatedmedical wa	115.00
Inv 1209566	Fee for disposal of regulatedmedical wa	115.00
310072 Total:		230.00

Check Number	Check Date	Amount
MDCS4011 - MedCycle Systems Total:		230.00
ALMI8032 - Minaeva, Alessia		
310073	03/04/2020	
Inv Winter 2020	Class Instructor: ChaCha, Salsa, America	336.00
310073 Total:		336.00
ALMI8032 - Minaeva, Alessia Total:		336.00
MMV9126 - Mission Meridian Village POA		
310074	03/04/2020	
Inv COM001	POA Dues Hospital	804.13
Inv COM002	POA Dues Hospital	1,730.17
310074 Total:		2,534.30
MMV9126 - Mission Meridian Village POA Total:		2,534.30
FMOR6710 - Morales, Felipe		
310075	03/04/2020	
Inv 38256	Reimb. Renewal for D-2 State Water Resou	80.00
310075 Total:		80.00
FMOR6710 - Morales, Felipe Total:		80.00
NDSI6011 - National Data & Surveying, Inc.		
310076	03/04/2020	
Inv 19-5727	Traffic Data Collection Services	126.00
Inv 20-5020	Traffic Data Collection Services	345.00
Inv 20-5029	Traffic Data Collection Services	1,614.00
310076 Total:		2,085.00
NDSI6011 - National Data & Surveying, Inc. Total:		2,085.00
NETM4010 - NetMotion Software, Inc.		
310077	03/04/2020	
Inv I0050761	Annual Software Maint. - 2020	3,038.77
310077 Total:		3,038.77
NETM4010 - NetMotion Software, Inc. Total:		3,038.77
OFF4011 - Office Solutions		
310078	03/04/2020	
Inv S0781211	Special Order - Replacement Parts (kit)	88.20
310078 Total:		88.20

Check Number	Check Date		Amount
OFF4011 - Office Solutions Total:			88.20
OVDR8011 - OverDrive Inc.			
310079	03/04/2020		
Inv 01148CO20012555		Purchase of Digital Books & Audiobooks f	1,022.90
Inv 01148CO20026462		Purchase of Digital Books & Audiobooks f	123.99
Inv 01148CO20027207		Purchase of Digital Books & Audiobooks f	646.97
310079 Total:			1,793.86
OVDR8011 - OverDrive Inc. Total:			1,793.86
PHS4011 - Pasadena Humane Society			
310080	03/04/2020		
Inv Winter 2020		Animal Control Services February 2020	10,741.00
310080 Total:			10,741.00
PHS4011 - Pasadena Humane Society Total:			10,741.00
PAS8032 - Pasadena Ice Skating Center			
310081	03/04/2020		
Inv Winter 2020		Class Instructor: Ice Skating3 Classes	576.00
310081 Total:			576.00
PAS8032 - Pasadena Ice Skating Center Total:			576.00
PAY7788 - Payke Gymnastics			
310082	03/04/2020		
Inv Winter 2020		Class Instructor: Winter Kindergym 01/07	240.00
310082 Total:			240.00
PAY7788 - Payke Gymnastics Total:			240.00
CGPH4011 - Phillips, Craig			
310083	03/04/2020		
Inv 12.18-12.19.19		Training Class Reimb. for Craig Phillips	89.08
310083 Total:			89.08
CGPH4011 - Phillips, Craig Total:			89.08
PLWK7011 - Placeworks			
310084	03/04/2020		
Inv 70068		Consultant for General Plan Update (Down	12,725.81
Inv 70865		Consultant for General Plan Update (Down	6,562.45
Inv 71124		Consultant for General Plan Update (Down	8,622.44

Check Number	Check Date	Amount
310084 Total:		27,910.70
PLWK7011 - Placeworks Total:		27,910.70
POIN8032 - Pointe by Pointe		
310085	03/04/2020	
Inv Winter 2020	Class Instructor: Payment for Winter Cla	572.00
310085 Total:		572.00
POIN8032 - Pointe by Pointe Total:		572.00
SGVPCA00 - San Gabriel Valley Police Chief Association		
310086	03/04/2020	
Inv 2020-2021	2020-2021 Member Dues SGVPCA	250.00
310086 Total:		250.00
SGVPCA00 - San Gabriel Valley Police Chief Association Total:		250.00
SAN8032 - San Pascual Stables		
310087	03/04/2020	
Inv Winter 2020	Class Instructor: Horsemanship January &	1,485.00
310087 Total:		1,485.00
SAN8032 - San Pascual Stables Total:		1,485.00
SPRE7011 - South Pasadena Review		
310088	03/04/2020	
Inv A67295	Notice - Weed Abatement Publish Date 01/	97.50
310088 Total:		97.50
SPRE7011 - South Pasadena Review Total:		97.50
STA5219 - Staples Business Advantage		
310089	03/04/2020	
Inv 3434380204	Fire Dept. Office Supplies	82.22
Inv 3437283518	P&B Office Supplies	390.70
Inv 3437283521	Police Office Supplies	576.70
Inv 3437689849	Fire Dept. Office Supplies	184.84
Inv 3438052096	Fire Department Office Supplies	359.01
Inv 3438478944	Library Office Supplies	624.61
Inv 3438478946	Library Office Supplies	18.37
Inv 3438732517	Fire Dept. Office Supplies	69.15
Inv 3439109695	Fire Dept. Office Supplies	44.19
310089 Total:		2,349.79

Check Number	Check Date	Amount
STA5219 - Staples Business Advantage Total:		2,349.79
DAST2970 - Streshinsky, David		
310090	03/04/2020	
Inv 046236	Refund Soils Report Deposit 728 Bonita	447.02
310090 Total:		447.02
DAST2970 - Streshinsky, David Total:		447.02
SSSS8267 - Super Soccer Stars		
310091	03/04/2020	
Inv Winter 2020	Class Instructor: Winter Classes 1 Sessi	409.50
310091 Total:		409.50
SSSS8267 - Super Soccer Stars Total:		409.50
SUP3041 - Supreme Trophies & Gifts Co		
310092	03/04/2020	
Inv 30555	Name Plates Thompson, Friedman, Gallatin	98.55
310092 Total:		98.55
SUP3041 - Supreme Trophies & Gifts Co Total:		98.55
SWOR8032 - Swords Fencing Studio		
310093	03/04/2020	
Inv Winter 2020	Class Instructor: Winter Fencing	998.40
310093 Total:		998.40
SWOR8032 - Swords Fencing Studio Total:		998.40
SWRCB900 - SWRCB Accounting Office		
310094	03/04/2020	
Inv WD-0164419	Annual Water Discharge Fees	2,625.00
310094 Total:		2,625.00
SWRCB900 - SWRCB Accounting Office Total:		2,625.00
TDAMG292 - Tada, Marguerite		
310095	03/04/2020	
Inv 108147/109455	Refundable Security Deposit for Eddie Pa	250.00
310095 Total:		250.00
TDAMG292 - Tada, Marguerite Total:		250.00

Check Number	Check Date	Amount
TMON4011 - Team One Network		
310096	03/04/2020	
Inv 14062T	Training Class for Det. Dubois (03/19/20)	350.00
310096 Total:		350.00
TMON4011 - Team One Network Total:		350.00
TRA5998 - Transtech Engineers Inc.		
310097	03/04/2020	
Inv 20193085	Consulting for Month to MonthBuilding &	19,932.20
Inv 20193086	Consulting for Month to MonthBuilding &	25,988.83
310097 Total:		45,921.03
TRA5998 - Transtech Engineers Inc. Total:		45,921.03
UCL6115 - UCLA Center for Prehospital Care		
310098	03/04/2020	
Inv 2485	Continuing Education for Paramedic Febru	2,344.60
310098 Total:		2,344.60
UCL6115 - UCLA Center for Prehospital Care Total:		2,344.60
UQMS8010 - Unique Mgmt Svcs Inc.		
310099	03/04/2020	
Inv 590662	Contract Services Recovery Agency Servic	375.90
310099 Total:		375.90
UQMS8010 - Unique Mgmt Svcs Inc. Total:		375.90
WGZM6011 - WG Zimmerman Engineering, Inc.		
310100	03/04/2020	
Inv 20-01-120	PW & Capital Improvement PlanProject Su	8,996.72
310100 Total:		8,996.72
WGZM6011 - WG Zimmerman Engineering, Inc. Total:		8,996.72
WIL5896 - Willdan Associates		
310101	03/04/2020	
Inv 00222140	P& B Consultant: Temporary Code Enforcem	3,640.00
310101 Total:		3,640.00
WIL5896 - Willdan Associates Total:		3,640.00

Check Number	Check Date	Amount
PUFG8267 - Wong, Pauline		
310102	03/04/2020	
Inv Nov-Jan 19-20 Class Instructor: International Line Dan		251.55
310102 Total:		251.55
PUFG8267 - Wong, Pauline Total:		251.55
MZLN8267 - Zeledon, Maria		
310103	03/04/2020	
Inv Winter 2020 Class Instructor: Spanish Class		646.75
310103 Total:		646.75
MZLN8267 - Zeledon, Maria Total:		646.75
Total:		175,613.74

ATTACHMENT 4
Prepaid & General Warrant Voids

Accounts Payable

Void Check Distribution List

User: ealvarez
Printed: 2/20/2020 - 7:58 AM



	DR Amount	CR Amount	Acct Number	Description	Vendor
Section 1:500Water	4,000.00	0.00	500-0000-0000-1000-000	Cash & Cash Equivalents	
	0.00	4,000.00	500-6010-6710-8170-000	Professional Service	CAN6710
Total for Section 1:500	4,000.00	4,000.00			
Grand Total:	4,000.00	4,000.00			

Accounts Payable

Void Check Proof List

User: calvarez
 Printed: 02/20/2020 - 7:58AM



Account Number	Amount	Invoice No	Inv Date	Description	Reference	Task Label	Type	PONumber	Close PO?	Line Item
Vendor: CAN6710				CA-NV Section, AWWA						
Check No: 307871				Check Date: 07/22/2019						
	4,000.00	19581	07/17/2019	Purchas Order to attend (2) Day Water				19581	No	1
500-6010-6710-8170-000										
Check Total:	4,000.00									
Vendor Total:	4,000.00									
Report Total:	4,000.00									

Stop Payment Request - Confirmation

Stop Payments Submitted

Total submitted: 1

[View Status Definitions](#)

Account	Duration	Check Range	Issue Date	Payee
041533688.CITY OF SOUTH PASADENA OPERATING	6 Months	307871		CA-NV Section, AWWA

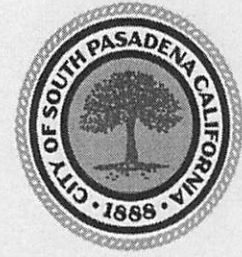
Disclosure Information

Important Disclosure: Stop payment requests submitted on the WebDirect Stop Payment Initiation screen apply ONLY to paper checks and not electronic payments. The exact check number and exact amount of the item written are required information. If any of the information you provide concerning the check is not provided or is incorrect (including your failure to give the exact amount of the item, correct to the penny), the stop payment will not be effective. This stop payment will not be effective if the Bank has already paid or committed to paying the check. If you have any questions, please refer to the WebDirect User Guide or contact Cash Management Customer Service at 800-400-2781 or your assigned representative.

Accounts Payable

Void Check Proof List

User: ealvarez
 Printed: 02/18/2020 - 10:12AM

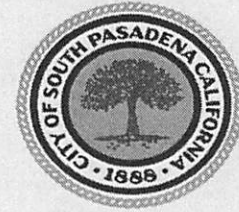


Account Number	Amount	Invoice No	Inv Date	Description	Reference	Task Label	Type	PONumber	Close PO?	Line Item
Vendor: GAR5011	Garvey Equipment Co									
Check No: 307673	Check Date: 07/17/2019									
	338.03	120351	06/12/2019	Equipment & Maint. for Parks Divisio				19422	No	1
101-6010-6410-8020-000	152.00	120351	06/12/2019	Equipment & Maint. for Parks Divisio				19422	No	2
215-6010-6310-8134-000										
Check Total:	<u>490.03</u>									
Vendor Total:	<u>490.03</u>									
Report Total:	<u><u>490.03</u></u>									

Accounts Payable

Void Check Distribution List

User: ealvarez
 Printed: 2/18/2020 - 10:13 AM



	DR Amount	CR Amount	Acct Number	Description	Vendor
Section 1:101 General Fund					
	338.03	0.00	101-0000-0000-1000-000	Cash & Cash Equivalents	
	0.00	338.03	101-6010-6410-8020-000	Special Department Expense	GAR5011
Total for Section 1:101	<u>338.03</u>	<u>338.03</u>			
Section 1:215 Street Light & Landscape					
	152.00	0.00	215-0000-0000-1000-000	Cash & Cash Equivalents	
	0.00	152.00	215-6010-6310-8134-000	Safety Equip. & Supplies	GAR5011
Total for Section 1:215	<u>152.00</u>	<u>152.00</u>			
Grand Total:	<u><u>490.03</u></u>	<u><u>490.03</u></u>			

Stop Payment Request - Confirmation

Stop Payments Submitted

Total submitted: 1

View Status Definitions

Account

041533688.CITY OF SOUTH PASADENA OPERATING

Duration
6 Months

Check Range
307673

Issue Date

Payee
Garvey Equ

Disclosure Information

Important Disclosure: Stop payment requests submitted on the WebDirect Stop Payment Initiation screen apply **ONLY** to paper checks and not electronic payments. The exact check number and exact amount of the item written are required information. If any of the information you provide concerning the check is not provided or is incorrect (including your failure to give the exact amount of the item, correct to the penny), the stop payment will not be effective. This stop payment will not be effective if the Bank has already paid or committed to paying the check. If you have any questions, please refer to the WebDirect User Guide or contact Cash Management Customer Service at 800-400-2781 or your assigned representative.



City Council Agenda Report

ITEM NO. 10

DATE: March 4, 2020
FROM: Stephanie DeWolfe, City Manager *[Signature]*
PREPARED BY: Maria E. Ayala, Chief City Clerk *[Signature]*
SUBJECT: **2019 Commission Annual Reports & 2020 Commission Work Plans**

Recommendation

It is recommended that the City Council receive and file the 2019 Commission Annual Reports and the 2020 Commission Work Plans.

Commission Review and Recommendation

Each Annual Report and Work Plan was prepared by the commissions in conjunction with the staff liaison for that commission.

Discussion/Analysis

Every year, City commissions are required to provide an Annual Report and Work Plan to the City Council. The Annual Reports share accomplishments from the previous year, while the Work Plans present objectives planned for the coming year. Both are presented to City Council as receive-and-file items.

Both documents are formally presented at the City's annual Commissioners' Congress event. This year's Commissioners' Congress was held on Tuesday, February 25, 2020. A presentation was made by each commission on their top accomplishments from the previous fiscal year, while also summarizing the coming year's objectives.

Background

Drafting, review, and final approval of the annual reports and work plans is done at the Commission level. Commissions work to finalize their annual report on or about December of each year.

The Work Plans are first presented to the commissions during their December meetings. The Work Plans were also presented to the commissions during their January meetings. This review process offers the opportunity for input by all commissioners: current, outgoing, and incoming.

Commission terms expire on December 31st with new appointments typically made at the December or January City Council meetings. This ensures a thorough review and planning for the commission's new year work plan.

Legal Review

The City Attorney has not reviewed this item.

Fiscal Impact

There is no fiscal impact associated with this item.

Environmental Analysis

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

Public Notification of Agenda Item

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

Attachments:

Annual Reports

1. Animal Commission Annual Report
2. Cultural Heritage Commission Annual Report
3. Design Review Board
4. Finance Commission Annual Report
5. Freeway & Transportation Annual Report
6. Library Board of Trustees Annual Report
7. Natural Resources & Environmental Commission Annual Report
8. Parks and Recreation Commission Annual Report
9. Planning Commission Annual Report
10. Public Arts Commission Annual Report
11. Public Safety Commission Annual Report
12. Public Works Commission Annual Report
13. Senior Citizen Commission Annual Report
14. Tournament of Roses Committee Annual Report
15. Youth Commission Annual Report

Work Plans

1. Animal Commission Annual Report
2. Cultural Heritage Commission Annual Report
3. Design Review Board
4. Finance Commission Annual Report
5. Library Board of Trustees Annual Report
6. Natural Resources & Environmental Commission Annual Report
7. Parks and Recreation Commission Annual Report
8. Planning Commission Annual Report
9. Public Arts Commission Annual Report
10. Public Safety Commission Annual Report

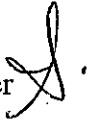
11. Senior Citizen Commission Annual Report
12. Youth Commission Annual Report



City Council Agenda Report

ITEM NO. 11

DATE: March 4, 2020

FROM: Stephanie DeWolfe, City Manager 

PREPARED BY: Joanna Hankamer, Director of Planning and Community Development
Margaret Lin, Manager of Long Range Planning and Economic *M. L.*
Development

SUBJECT: **Authorize the City Manager to Execute Professional Services Agreements with ActiveSGV in the Amount of \$210,000 and Right of Way, Inc. in the amount of \$78,210 for Service Associated with the Planning and Hosting of the 626 Golden Streets Arroyo Fest**

Recommendation Action

It is recommended that the City Council authorize the City Manager to execute a:

1. Professional Services Agreement (PSA) with Active San Gabriel Valley (ActiveSGV) for services associated with the planning and hosting of the 626 Golden Streets Arroyo Fest (Arroyo Fest) in the amount of \$210,000; and
2. PSA with Right of Way, Inc. (ROW) for traffic control services associated with Arroyo Fest in the amount of \$78,210.

Commission Review and Recommendation

This matter was not reviewed by a commission.

Discussion/Analysis

The City, in collaboration with ActiveSGV, was awarded \$420,000 from Metro to plan and host an Arroyo Fest open streets event. The event will provide participants with an opportunity to experience the Arroyo Seco Parkway by walking, bicycling, scooting, and using other modes of transportation. The proposed route will follow the original Arroyo Fest route from 2003 and feature approximately seven miles along the Arroyo Seco Parkway (SR-110) from Avenue 26 to the northern terminus by Glenarm Street. In addition, the route will run on Orange Grove Avenue from the SR-110 to Mission Street and along Mission Street from Orange Grove Avenue to Marengo Avenue. Staff recommends to use the grant funds to hire consultants to assist with the planning and operations of the event (ActiveSGV) and development of a traffic control plan (ROW) to preserve traffic flow and maintain safety. Initiation of these two PSAs is necessary to ensure adequate time and coordination to develop a well-organized and enjoyable event. The City will utilize staff time or in-kind contributions to meet the 20% local match requirement for the grant.

Next Steps

1. ActiveSGV will coordinate with the City to plan and host Arroyo Fest.
2. ROW will provide traffic control plans for the City's review and staff assistance to implement the traffic control management plan for the event.
3. Invoices submitted by ActiveSGV and ROW will be processed by the City and then submitted to Metro for reimbursement.

Background

On September 27, 2018, the Metro Board awarded \$4 million for Cycle 3 of the Open Streets Grant Program to fund a series of regional car-free events for people to walk or bike. The City was able to secure \$420,000 from the Metro Open Streets Grant Program for outreach, pre-event planning, and day of event staging costs associated with the hosting of the 626 Golden Streets Arroyo Fest. On December 18, 2019, the City Council authorized the City Manager to accept a grant award from the Los Angeles County Metropolitan Transportation Authority in the amount of \$420,000.

Legal Review

The City Attorney has reviewed this item.

Fiscal Impact

The total project cost is \$525,000; \$420,000 will be provided by the Metro grant award and \$105,000 will be provided by the local general fund match. The in-kind match for the City can be paid through staff time or in-kind contributions. The proposed scope of work from ActiveSGV (\$210,000) and ROW (\$78,210) has a total not-to-exceed amount of \$288,210. The remaining \$131,790 in grant funding will cover costs from the California Department of Transportation, California Highway Patrol, and any administrative costs incurred by the City.

Public Notification of Agenda Item

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

Attachments:

1. PSA - ActiveSGV
2. PSA - Right of Way, Inc.

ATTACHMENT 1
PSA - ActiveSGV

**PROFESSIONAL SERVICES AGREEMENT
FOR CONSULTANT SERVICES**

(City of South Pasadena / ActiveSGV)

1. IDENTIFICATION

This PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is entered into by and between the City of South Pasadena, a California municipal corporation (“City”), and Active San Gabriel Valley (ActiveSGV) a project of Community Partners, a non-profit public charity (“Consultant”).

2. RECITALS

- 2.1. City has determined that it requires the following professional services from a consultant: Project management, coordination and planning; community engagement and outreach; media and social media engagement; route activation and hub coordination; event day coordination; and data collection and evaluation for the 626 Golden Streets Arroyo Fest.
- 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 February 12, 2020, proposal to City attached hereto as Exhibit A and incorporated herein by this reference.
- 3.2. “Agreement Administrator”: The Agreement Administrator for this project is Margaret Lin, Manager of Long Range Planning and Economic Development. 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 Two-Hundred Ten Thousand Dollars (\$210,000).
- 3.5. “Commencement Date”: March 4, 2020
- 3.6. “Termination Date”: December 31, 2020

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. Wesley Reutimann, Special Programs Director, 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.

- 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: 626 Golden Streets Arroyo Fest
 - 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: Margaret Lin, Planning and Community Development Department, South Pasadena, CA 91030.

- 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 Community Development
Department
1414 Mission Street
South Pasadena, CA 91030
Telephone: (626) 403-7240
Facsimile: (626) 403-7241

If to Consultant

Wesley Reutimann
10900 Mulhall Street
El Monte, CA 91731
Telephone: (626) 529-4615

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. **Remedies Non-Exclusive.** Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance from the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any or all of such other rights, powers or remedies.
- 18.11. **Attorneys' Fees.** If legal action shall be necessary to enforce any term, covenant or condition contained in this Agreement, the prevailing party shall be entitled to an award of reasonable attorneys' fees and costs expended in the action.
- 18.12. **Venue.** The venue for any litigation shall be Los Angeles County, California and Consultant hereby consents to jurisdiction in Los Angeles County for purposes of resolving any dispute or enforcing any obligation arising under this Agreement.

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

“City”
City of South Pasadena

“Consultant”
ActiveSGV

By: _____
Signature

By: _____
Signature

Printed: Stephanie DeWolfe

Printed: _____

Title: South Pasadena City Manager

Title: _____

Date: _____

Date: _____

Attest:

By: _____
Evelyn G. Zneimer, City Clerk

Date: _____

Approved as to form:

By: _____
Teresa L. Highsmith, City Attorney

Date: _____

Exhibit A
Scope of Work

Task 1. Project Administration

Task 1.1: Project Kick-Off Meeting

Consultant will participate in a kick-off meeting with City staff to discuss project expectations regarding coordination, reporting, deliverables and all relevant project information.

Deliverable: Meeting agenda and minutes

Task 1.2: Working Group Facilitation

Consultant will participate in a minimum of thirteen (13) working group and local planning meetings with project partners, community stakeholders, City staff, public safety staff, and other key stakeholders.

Deliverable: Meeting agenda and minutes

Task 1.3: Event Logistics Plan

Consultant will assess needs and coordinate consolidation of specific event wide requirements (e.g. event insurance, portable restroom rentals, water stations, arts activations, stage/canopy/table rentals, etc.).

Deliverable: Event Logistics Plan

Task 2. Community Engagement and Outreach

Task 2.1. Community Outreach/Marketing Plan

Consultant will develop and execute a complete marketing and community outreach plan. The marketing plan will include a minimum of twenty-two (22) social media posts across multiple channels. Consultant will distribute hard copy event informational materials to partners and at public events in project and surrounding communities.

Deliverable: Event marketing plan, and social media posts

Task 2.2. Event Materials

Consultant will design a minimum of eight (8) event print materials (e.g. flyers, posters, route maps, stickers, etc.). Event materials will include three (3) thirty-second promotional videos leading up to the event for social media, website, etc. Consultant will develop three (3) press releases and media alerts; and distribute to local and regional press contacts. Consultant will manage and update an event website.

Deliverable: Event materials; promotional videos; press releases; photos; and event website

Task 2.3. Route Notification

Consultant will notify residents and businesses along the route before the event via two (2) rounds of door-to-door canvassing.

Deliverable: Route notification log

Task 2.4. Community Exploratory Ride

Consultant will host an “exploratory ride for interested community members to preview the route, and provide input/feedback.

Professional Services Agreement – Consultant Services

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Deliverable: Exploratory ride and ride photos

Task 2.5. Volunteer Recruitment and Coordination

Consultant will setup online volunteer registration and recruit volunteers; develop a volunteer matrix, plan, and event map; host volunteer trainings, and secure volunteer incentives (e.g. t-shirts) and refreshments/lunch.

Deliverable: Volunteer matrix and list

Task 3. Route Activation and Event Hub Coordination

Task 3.1. Community Activation Plan

Consultant will recruit and coordinate with local non-profit organizations and businesses to assist with route activation and event hubs. Consultant will identify hub locations, coordinate development of hub themes, layout, and programming. Consultant will identify and secure event rentals (e.g. canopies, tables, chairs, stages, inflatables, etc.).

Deliverable: List of partnering non-profits and businesses; schedule of events, activities, and performances; maps of hub locations, themes, and activities; and list of rental vendors, items, and pricing

Task 3.2. Public Transit Access

Consultant will coordinate with metro and public transit agencies to facilitate access to the event (e.g. Foothill Transit).

Deliverable: Public transit access plan

Task 3.3. Permits and Procedures

Consultant will identify and coordinate all required event permits.

Deliverable: Matrix of permits

Task 4. Event Day Coordination

Task 4.1. Day-of-Event Plan and Coordination

Consultant will develop day-of-event action plan; including organizing a press conference with Metro, City Staff, partners, and sponsors for the kick-off event; and volunteer management.

Deliverable: Event day action plan; press conference photos; hub photos; volunteer sign-in sheets

Task 4.2. Event Setup/Breakdown

Consultant will provide staff across the route to support and oversee event setup and cleanup.

Task 4.3. Bike and Roll Valet Services

Consultant will provide free bike and roll valet services at three (3) activity hubs (i.e. secure bicycle, stroller, skateboard, and scooter parking).

Deliverable: Valet photos

Task 5. Data Collection and Evaluation

Task 5.1. Data Collection Plan

Consultant will develop a data collection plan that includes economic impacts and participant feedback

Deliverable: Data collection plan

Task 5.2. Event Data Collection and Evaluation

Consultant will collect data on event day; review and enter data.

Deliverable: Data

Task 5.3. Final Event Report

Consultant will produce a final report and event summary with data analysis, testimonials, and lessons learned.

Deliverable: Final report and event documentation

**Exhibit B
Fee Schedule**

<u>Description</u>	<u>Quantity</u>	<u>Rate</u>	<u>Total</u>
Project Administration			
Project Kick-off Meeting	1	\$775	\$775
Working Group Facilitation	13	\$775	\$10,075
Event Logistics Plan	1	\$2,850	\$2,850
Community Engagement and Outreach			
Community Outreach/Marketing Plan	1	\$27,000	\$27,000
Event Materials	1	\$12,500	\$12,500
Route Notification	2	\$4,725	\$9,450
Community Exploratory Ride	1	\$2,350	\$2,350
Volunteer Recruitment and Coordination	1	\$7,550	\$7,550
Route Activation and Hub Coordination			
Community Activation Plan	1	\$10,950	\$10,950
Public Transit Access	1	\$1,450	\$1,450
Permits and Procedures	1	\$3,750	\$3,750
Event Day Coordination			
Day-of-Event Plan and Coordination	1	\$10,100	\$10,100
Event Setup/Breakdown	2	\$3,750	\$7,500
Bike and Roll Valet Services	2	\$1,425	\$2,850
Data Collection and Evaluation			
Data Collection Plan	1	\$1,925	\$1,925
Event Data Collection and Evaluation	300	\$28	\$8,250
Final Event Report	1	\$4,250	\$4,250
Direct Costs			
Event liability insurance	1	\$10,500	\$10,500
Event marketing/media buys	1	\$5,500	\$5,500
Entertainment (performers, artists, games, etc.)	1	\$7,000	\$7,000
Printing	1	\$6,110	\$6,110
Canopies, tables, and chairs	60	\$85	\$5,100
Stages, audio system	2	\$2,850	\$5,700
Portable restrooms	30	\$100	\$3,000
Portable ADA compliant restrooms	4	\$180	\$720
Hand wash stations	10	\$95	\$950
Volunteer t-shirts	250	\$11	\$2,750
Volunteer lunches/snacks	250	\$10	\$2,500
Photographers	5	\$600	\$3,000
Videographers	1	\$5,000	\$5,000
Bicycle repair services	2	\$900	\$1,800
Emergency Medical Technicians	2	\$500	\$1,000
Subtotal			\$184,205
Overhead (14 percent of subtotal)			\$25,789
TOTAL			\$209,994

ATTACHMENT 2
PSA - Right of Way, Inc.

**PROFESSIONAL SERVICES AGREEMENT
FOR CONSULTANT SERVICES**

(City of South Pasadena / *Right of Way, 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 Right of Way, Inc., a Traffic Control Consultant (“Consultant”).

2. RECITALS

- 2.1. City has determined that it requires the following professional services from a consultant: Preparation of traffic control plans and implementation of traffic control plans for a regional open streets event on Sunday, November 15, 2020.
- 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 January 31, 2020 proposal to City attached hereto as Exhibit A and incorporated herein by this reference.
- 3.2. “Agreement Administrator”: The Agreement Administrator for this project is Margaret Lin, Manager of Long Range Planning and Economic Development. 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 Seventy Eight Thousand Two Hundred Ten Dollars (\$78,210).
- 3.5. “Commencement Date”: March 4, 2020
- 3.6. “Termination Date”: December 31, 2020

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. Matt Coumans, General Manager, shall be Consultant's project administrator and shall have direct responsibility for management of Consultant's performance under this Agreement. No change shall be made in Consultant's project administrator without City's prior written consent.
- 5.8. **Substitution of Personnel.** Any persons named in the proposal or Scope of Services constitutes a promise to the City that those persons will perform and coordinate their respective services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. If City and Consultant cannot agree as to the substitution of key personnel, City may terminate this Agreement for cause.
- 5.9. **Permits and Approvals.** Consultant shall obtain, at its sole cost and expense, all permits and regulatory approvals necessary for Consultant's performance of this Agreement. This includes, but shall not be limited to, professional licenses, encroachment permits and building and safety permits and inspections.
- 5.10. **Notification of Organizational Changes.** Consultant shall notify the Agreement Administrator, in writing, of any change in name, ownership or control of Consultant's firm or of any subcontractor. Change of ownership or control of Consultant's firm may require an amendment to this Agreement.
- 5.11. **Records.** Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to Consultant under this Agreement. All such documents shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of City. In addition, pursuant to Government Code Section 8546.7, if the amount of public funds expended under this

Agreement exceeds ten thousand dollars, all such documents and this Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of City, for a period of three (3) years after final payment under this Agreement.

6. SUBCONTRACTING

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

7. COMPENSATION

- 7.1. **General.** City agrees to compensate Consultant for the services provided under this Agreement, and Consultant agrees to accept payment in accordance with the Fee Schedule in full satisfaction for such services. Compensation shall not exceed the Maximum Amount. Consultant shall not be reimbursed for any expenses unless provided for in this Agreement or authorized in writing by City in advance.
- 7.2. **Invoices.** Consultant shall submit to City an invoice, on a monthly basis or as otherwise agreed to by the Agreement Administrator, for services performed pursuant to this Agreement. Each invoice shall identify the Maximum Amount, the services rendered during the billing period, the amount due for the invoice, and the total amount previously invoiced. All labor charges shall be itemized by employee name and classification/position with the firm, the corresponding hourly rate, the hours worked, a description of each labor charge, and the total amount due for labor charges.
- 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.
- 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: Arroyo Fest Traffic Control Services
 - 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: Margaret Lin, Manager of Long Range Planning and Economic Development, 1414 Mission Street, South Pasadena, CA 91030.

- 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 Community Development
1414 Mission Street
South Pasadena, CA 91030
Telephone: (626) 403-7220
Facsimile: (626) 403-7241

If to Consultant

Matt Coumans
Right of Way, Inc.
150 East Arrow Highway
San Dimas, CA 91773
Telephone: (626) 930-9292
Facsimile: (626) 930-9220

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. **Remedies Non-Exclusive.** Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance from the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any or all of such other rights, powers or remedies.
- 18.11. **Attorneys' Fees.** If legal action shall be necessary to enforce any term, covenant or condition contained in this Agreement, the prevailing party shall be entitled to an award of reasonable attorneys' fees and costs expended in the action.
- 18.12. **Venue.** The venue for any litigation shall be Los Angeles County, California and Consultant hereby consents to jurisdiction in Los Angeles County for purposes of resolving any dispute or enforcing any obligation arising under this Agreement.

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

“City”
City of South Pasadena

“Consultant”
Right of Way, Inc.

By: _____
Signature

By: _____
Signature

Printed: _____

Printed: _____

Title: _____

Title: _____

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

Task 1. Project Administration

Task 1.1: Project Kick-Off Meeting

Consultant will participate in a kick-off meeting with City staff to discuss project expectations regarding coordination, reporting, deliverables and all relevant project information.

Task 1.2: Planning and Public Safety Meetings

Consultant will participate in a minimum of five (5) planning and public safety meetings with City staff and other consultants working on the project.

Task 2. Traffic Control and Implementation Plan

Task 2.1. Draft Traffic Control and Implementation Plan

Consultant will provide a draft Traffic Control and Implementation Plan based on MUTCD standards for City staff review and comment.

Deliverable: Draft Traffic Control and Implementation Plans

Task 2.2. Final Traffic Control and Implementation Plan

Consultant will incorporate comments from City staff and provide a final Traffic Control and Implementation Plan.

Deliverable: Final Traffic Control and Implementation Plans

Task 3. Traffic Control Services

Task 3.1. Equipment Rental

Consultant will provide fourteen (14) arrow boards and sixteen (16) CMS boards. Consultant will deploy traffic control equipment one week before the event date.

Deliverable: Draft Traffic Control and Implementation Plans

Task 3.2. Road Closure Labor

Consultant will provide posting materials, event staff and traffic technicians to setup the road closures; including the posting and removal of “No Parking” signs, standard cones, barricades, and closure signs.

Deliverable: Draft Traffic Control and Implementation Plans

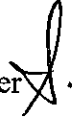
**Exhibit B
Fee Schedule**

<u>Description</u>	<u>Quantity</u>	<u>Rate</u>	<u>Total</u>
City of South Pasadena Encroachment/Street Use Permit (Provided by City)	-	-	-
City of Pasadena Encroachment/Street Use Permit (Provided by City of Pasadena)	-	-	-
Caltrans Encroachment Permit (Provided by Caltrans)	-	-	-
Planning and Public Safety Meetings	5	\$300	\$1,500
Traffic Control Drawing (based on MUTCD standards; includes PE or TE stamp)	14	\$1,375	\$19,250
Install and Remove "No Parking" Signs - includes posting materials	1	\$1,750	\$1,750
Traffic Control Equipment Rental - Standard cones, Barricades, and Closure Signs (pending drawings)	1	\$4,850	\$4,850
Arrow Board	14	\$65	\$910
CMS Message Board	16	\$800	\$12,800
Traffic Control Equipment Pre-stage (commence; November 6, 2020)	1	\$7,250	\$7,250
Traffic Control Labor - Event Staff (November 15, 2020)	18	\$1,100	\$19,800
Traffic Control Equipment Post Removal (complete; November 21, 2020)	1	\$7,250	\$7,250
Vehicle Rental and Environmental Fees	1	\$2,850	\$2,850
		Subtotal	\$78,210
		Sales Tax (9.0%)	-
		Total	\$78,210



City Council Agenda Report

ITEM NO. 12

DATE: March 4, 2020
FROM: Stephanie DeWolfe, City Manager 
PREPARED BY: Karen Aceves, Finance Director
SUBJECT: **Receive and File Mid-Year Financial Report**

Recommendation Action

It is recommended that the City Council receive and file the Mid-Year (MY) Financial Report.

Commission Review and Recommendation

On February 20, 2020, the Finance Commission reviewed the MY Financial Report and recommended it for City Council approval.

Executive Summary

The Mid-Year Budget shows that the City remains financially sound. The City's general fund revenues are up 3% from last year which indicates steady growth. Similarly, there are no significant expenditure variances (49% expended) that would impact fund balances projected through the close of the year. Over the past couple of years the City has worked towards financial sustainability both by reducing expenditures in the operating funds wherever possible, and setting money aside for long term sustainability initiatives. These decisions have allowed the City to close out every year with a balanced budget despite significant increases in demands from CalPers. The City has also been receiving new state and local funding sources such as Measure M, Measure W, and Senate Bill 1 funds which have slightly reduced the general fund burden. Lastly, the City passed Measure "A" in November 2019 increasing the sales tax by .75%, which will represent approximately a \$1.5 million increase to the City's general fund. The sales tax will start collecting in April 2020 and the City is anticipated to receive its first payment in July 2020. Although the cost of this ballot measure came in much higher than anticipated (\$110,000 over budget) the City had operational savings to cover the difference.

Discussion/ Analysis

Typically the City sees a majority of its revenue the second half of the year since its largest revenue source is property tax. However historically the City is usually at the 36-40% mark for its revenues at midyear. This year the City showed a slight increase above that at 42%. This is likely due to the newly adopted fee schedule. The revenues and expenditures don't often fall at the 50% mark, in some categories the amounts are higher while in others they are lower in the first half of the year as commonly seen with property taxes. Studying the deviations between previous fiscal years at the same point in time is helpful as it indicates the general trend in that

Receive and File Mid-Year Financial Report

March 4, 2020

Page 2 of 5

particular fund. The City has three main sources of funding toward its general fund including property tax which typically represents approximately 50% of total general fund revenues (\$28 million), Utility Users Tax (UUT) at 12% and sales tax at 11%. While the general fund revenues are increasing steadily, other drivers including aging infrastructure, deferred maintenance and increased pension liability have limited the City’s ability to increase its reserves significantly. Even still, the City maintains a healthy general fund balance (25% of general fund).

Some of the highlights in the general fund this year include the significant increase in building and planning revenue (38% increase). While this is partially due to the fee schedule adopted by City Council it still indicates an upward trend in the amount of permits being processed. At this point General Fund revenues and expenditures are currently in line with budget projections and are not expected to deviate significantly during the second half of the fiscal year.

Mid-year is an essential time to update the City Council on how actual revenues and expenditures are tracking compared to budgeted estimates half-way through the fiscal year, and recommend adjustments as necessary due to changing factors since the budget was adopted. The financial information provided represents a snapshot of the City’s revenue and expenditure activity from July 1, 2019 through December 31, 2019. The chart below indicates midyear revenue by category and expenditures by department:

Revenue Category	Actual 2016/17	Actual 2017/18	Adopted 2018/19	Adopted 2019/20	Mid Year 2019/20
Property Taxes	13,236,932	14,135,844	13,855,000	15,414,035	6,851,105
Assessments & Special Taxes	309,886	317,141	318,000	326,729	138,662
Sales Taxes	2,456,666	2,501,264	2,925,000	2,430,802	1,287,886
Utility Users Taxes	3,381,948	3,345,582	3,430,000	3,485,000	2,460,512
Franchise Fees	1,019,207	951,196	1,030,000	1,048,900	218,935
License & Permits	1,054,463	535,442	1,041,400	1,015,900	476,240
Fines & Forfeitures	397,738	388,061	380,000	382,700	133,741
Use of Money & Property	541,749	579,006	666,136	647,750	283,440
Other Agencies	93,130	6,993	51,000	58,100	46,399
Current Services	2,915,875	3,121,820	2,703,700	3,021,750	1,382,036
All Other Revenues	465,205	280,271	166,000	286,000	68,015
Reimbursement From Other Funds	483,384		483,382	483,384	-
Total GF Revenues	26,356,183	26,162,620	27,049,618	28,601,050	13,346,972

Receive and File Mid-Year Financial Report
 March 4, 2020
 Page 3 of 5

Department/Program Exp	Actual 2016/17	Actual 2017/18	Adopted 2018/19	Adopted 2019/20	Proposed 2019/20
City Council	42,195	42,850	58,429	57,269	17,157
Management Services					
City Manager	918,114	845,476	817,000	1,677,068	677,139
City Clerk	444,655	431,612	478,184	110,800	7,871
Elections	19,457	63,733	65,050	65,500	208,143
Human Resources	247,127	408,161	284,950	343,600	101,669
Transportation Planning	54,926	70,535	90,000	-	8,991
Legal Services	257,586	292,772	265,000	280,000	160,661
Information Systems	487,296	458,391	464,800	514,900	206,259
Finance					
Finance	643,953	795,481	834,879	709,728	332,433
City Treasurer	9,380	9,250	9,249	9,250	4,389
Non-Dept./Overhead	947,865	961,054	918,290	944,111	438,495
Police	8,419,495	8,408,728	8,958,816	9,327,011	4,391,358
Fire					
Fire	5,031,694	4,720,830	4,948,250	5,103,966	2,463,079
Emergency Services	23,505	104,400	439,920	60,000	32,896
Public Works Administration & Engineering	372,784	419,153	781,588	613,565	325,172
Environmental Services	210,595	207,645	-	-	-
Park Maintenance	414,864	493,446	547,550	631,921	235,538
Facilities Maintenance	683,017	705,483	820,003	895,092	449,973
Planning & Building	1,158,096	1,033,506	1,225,953	1,748,065	661,185
Library	1,525,469	1,736,821	1,802,440	1,874,491	771,321
Community Services					
Senior Services	291,590	309,118	354,820	353,510	144,590
Community Services	285,448	192,458	208,098	220,113	82,527

Receive and File Mid-Year Financial Report

March 4, 2020

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Recreation and Youth Services	679,960	827,801	859,109	858,399	374,340
Capital Projects	483,614	1,307,345	-	-	-
Misc/Transfers Out	5,473,409	-	1,245,000	1,910,597	1,910,597
Total GF Expenditures	29,126,094	24,846,047	26,477,378	28,308,955	14,005,781

Overall, South Pasadena is currently in satisfactory financial condition as a result of a relatively diverse and stable revenue base. However, as staff prepares for the FY 2019-20 Budget process, one of the most important tasks again will be to develop measures to assure the City's long-term fiscal stability. Over the next several years, among the most serious challenges that will need to be dealt with is the significant spikes in the rates charged by the California Public Retirement System (PERS) and will result in considerable long-term planning efforts to determine the financial impact.

Background

Revenue projections are prepared using a conservative methodology based primarily on historical trends and adjustments for known or anticipated factors that affect the City's General Fund. The City's top revenue sources include Property Tax (51%), Utility User Tax (12%), Sales Tax (11%), and User Fees (4%). However, with the increase in the sales tax, it will move from the City's third largest funding source to its second largest funding source. Revenues have increased over the last several years and now exceed pre-2008 recession levels. Property taxes are the City of South Pasadena's (City) largest tax source and make up approximately half of the General Fund revenues; the Utility User Tax (UUT) is the second largest revenue source for the General Fund. Wages and benefits make up approximately 65.5% of budgeted General Fund expenditures.

UUTs are not expected to exceed projections as increased conservation efforts, and changes in the way customers manage their telephone plans are limiting the amount of growth in this revenue source. Overall, UUT revenues make up 12% of total General Fund revenues.

Franchise fees for gas and electric service are not received until the second half of the fiscal year; however, current revenues for the refuse and cable TV franchises are higher than at this point last year. Revenue from the use of money and property includes unrealized losses on the City's managed investment portfolio. Since it is not the City's policy to realize losses, this artificially lowers the apparent earnings. Because overall annual revenue increases are gradual, the City must rely more on enterprise funds, local return funds, and grants to support the increasing cost of service delivery.

Next Steps

Staff will present the FY 2020-21 budget presentations in May 2020.

Legal Review

The City Attorney has not reviewed this item.

Fiscal Impact

While there is one operational transfer being made to cover the increased cost of the November elections it will be covered by operational savings.

Public Notification of Agenda Item

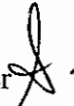
The public was made aware that this item was to be considered this evening by virtue of its inclusion on the legally publicly noticed agenda, posting of the same agenda and reports on the City's website and/or notice in the *South Pasadena Review* and/or the *Pasadena Star-News*.



City Council Agenda Report

ITEM NO. 13

DATE: March 4, 2020

FROM: Stephanie DeWolfe, City Manager 

PREPARED BY: Joanna Hankamer, Director of Planning and Community Development
Margaret Lin, Manager of Long Range Planning and Economic *M.L.*
Development

SUBJECT: **Public Hearing for First Reading and Introduction of an Ordinance for Zoning Code Amendment 0063-ZCA Amending Section 36.300.040 (Height Limits and Exceptions) of Division 36.300 (General Property Development and Use Standards) of Article 3 (Site Planning and General Development Standards) of Chapter 36 (Zoning) of the South Pasadena Municipal Code Regarding Parkway Landscaping Height Limits at Intersections**

Recommendation Action

It is recommended that the City Council conduct a public hearing for first reading and introduction of an Ordinance for Zoning Code Amendment 0063-ZCA amending Section 36.300.040 (Height Limits and Exceptions) of Division 36.300 (General Property Development and Use Standards) of Article 3 (Site Planning and General Development Standards) of Chapter 36 (Zoning) of the South Pasadena Municipal Code (SPMC) Regarding Parkway Landscaping Height Limits at Intersections.

Commission Review and Recommendation

The Planning Commission adopted a resolution recommending that the City Council adopt 0063-ZCA.

Discussion/Analysis

The current SPMC includes two sections regarding parkway landscaping height limits at intersections that are inconsistent with one another. In order to provide clarification and reduce ambiguity regarding parkway landscaping height standards Staff recommends the adoption of the proposed ordinance amending Section 36.300.040(c). The proposed amendments would include the following clarifying language to ensure internal consistency:

“Height limitations at intersections/sight visibility. A structure or landscaping, excluding existing trees, shall not exceed a height of 36 inches within 75 feet of the center of adjacent street intersection in areas where vehicular or pedestrian traffic lines of sight may be impacted, as established by the Public Works Director. Planting of parkway trees shall be in compliance with Section 31.48(d)(2).”

The proposed amendment would ensure that all parkway trees would be maintained in a way as to not interfere with the necessary vehicular and pedestrian lines of sight.

Next Steps

1. March 18, 2020 – City Council Second Reading and Adoption

Background

The SPMC currently includes two separate sections that address parkway landscaping height limits at intersections. The inconsistent language between the two sections creates ambiguity and confusion.

SPMC Section 36.300.040(c): Height Limitations at Intersections/Sight Visibility	SPMC Section 31.48(d)(2): Maintenance of Traffic Lines of Sight
A structure or landscaping shall not exceed a height of 36 inches within 75 feet of the center of an adjacent street intersection.	For purposes of pedestrian and vehicular safety, all parkway landscaping shall be maintained so as not to interfere with necessary vehicular or pedestrian traffic lines of sight, including views of traffic signage and signals and clear views of vehicles within the roadbed or exiting driveways. Such standards, which include limitations on taller landscape elements within street intersection areas, shall be determined by the director of public works.

Legal Review

The City Attorney has reviewed this item.

Fiscal Impact

There is no fiscal impact.

Environmental Analysis

In accordance with the CEQA, the proposed Zoning Code Amendment is exempted from CEQA under the general rule exemption, Section 15061(b)(3), which states that CEQA applies only to projects which have the potential for causing a significant effect on the environment. It may be seen with certainty that there is no possibility this Zoning Code Amendment may have a significant effect on the environment because the proposed amendment is removing inconsistencies and clarifies standards in the SPMC.

Public Notification of Agenda Item

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

Public Hearing for First Reading and Introduction for Zoning Code Amendment 0063-ZCA
Amending Parkway Landscaping Height Limits at Intersections
March 4, 2020
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Attachments:

1. Ordinance Amending Section 36.300.040 (Height Limits and Exceptions)
2. Planning Commission Resolution Recommending City Council Adoption of 0063-ZCA

ATTACHMENT 1
Ordinance Amending Section 36.300.040 (Height
Limits and Exceptions)

ORDINANCE NO. _____
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
SOUTH PASADENA, CALIFORNIA
AMENDING SECTION 36.300.040 (HEIGHT LIMITS AND
EXCEPTIONS) OF DIVISION 36.300 (GENERAL PROPERTY
DEVELOPMENT AND USE STANDARDS) OF ARTICLE 3
(SITE PLANNING AND GENERAL DEVELOPMENT
STANDARDS) OF CHAPTER 36 (ZONING) OF THE SOUTH
PASADENA MUNICIPAL CODE REGARDING
PARKWAY LANDSCAPING HEIGHT LIMITS AT
INTERSECTIONS

WHEREAS, a code amendment has been developed for the City Council’s consideration that would amend Section 36.300.040 (“Height Limits and Exceptions”) of Division 36.300 (“General Property Development and Use Standards”) of Article 3 (“Site Planning and General Development Standards”) of Chapter 36 (“Zoning”) of the South Pasadena Municipal Code (SPMC) to provide clarifying language and ensure internal consistency; and

WHEREAS, on February 11, 2020, the Planning Commission held a duly noticed public hearing on this matter, at which all interested parties were given the opportunity to be heard and present evidence; and

WHEREAS, the Planning Commission adopted a resolution recommending that the City Council adopt an ordinance amending Section 36.300.040 (“Height Limits and Exceptions”).

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA DOES HEREBY FIND, DETERMINE, AND RESOLVE AS FOLLOWS:

SECTION 1. Section 36.300.040 (“Height Limits and Exceptions”) of Division 36.300 (“General Property Development and Use Standards”) of Article 3 (“Site Planning and General Development Standards”) of Chapter 36 (“Zoning”) of the SPMC shall be amended as follows, with additions denoted in underline and deletions noted in ~~strikethrough~~:

- “C. Height limitations at intersections/sight visibility. A structure or landscaping, excluding existing trees, shall not exceed a height of 36 inches ~~within 75 feet of the center of adjacent street intersection~~ in areas where vehicular or pedestrian traffic lines of sight may be impacted, as established by the Public Works Director. Planting of parkway trees shall be in compliance with Section 31.48(d)(2).”

SECTION 2. The City Council hereby finds that the proposed Code amendment is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines § 15061(b)(3), which states the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. It may be seen with certainty that there is no possibility this Zoning Code Amendment may have a significant effect on the environment because the proposed amendment is removing inconsistencies and clarifies standards in the SPMC.

SECTION 3. Pursuant to SPMC Section 36.620.070B (Findings for Zoning Code/Map Amendments), the Planning Commission recommends that the City Council approve the proposed amendment based on a finding that the proposed amendment removes inconsistencies and clarifies standards in the Zoning Code.

SECTION 4. This ordinance shall take effect thirty (30) days after its final passage, and within fifteen (15) days after its passage, the City Clerk of the City of South Pasadena shall certify to the passage and adoption of this ordinance and to its approval by the Mayor and City Council and shall cause the same to be published in a newspaper in the manner required by law.

PASSED, APPROVED, and ADOPTED on this ___th day of ____, 2020.

Robert S. Joe, Mayor

ATTEST:

APPROVED AS TO FORM:

Evelyn G. Zneimer, City Clerk
(seal)

Teresa L. Highsmith, City Attorney

Date: _____

I HEREBY CERTIFY the foregoing ordinance was duly adopted by the City Council of the City of South Pasadena, California, at a regular meeting held on the ___th day of ____, 2020, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

Evelyn G. Zneimer, City Clerk
(seal)

ATTACHMENT 2
Planning Commission Resolution Recommending
City Council Adoption of 0063-ZCA

P.C. RESOLUTION NO. 20-03

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF SOUTH PASADENA, CALIFORNIA, RECOMMENDING THAT THE CITY COUNCIL ADOPT AN ORDINANCE AMENDING SECTION 36.300.040 (HEIGHT LIMITS AND EXCEPTIONS) OF DIVISION 36.300 (GENERAL PROPERTY DEVELOPMENT AND USE STANDARDS) OF ARTICLE 3 (SITE PLANNING AND GENERAL DEVELOPMENT STANDARDS) OF CHAPTER 36 (ZONING) OF THE SOUTH PASADENA MUNICIPAL CODE REGARDING PARKWAY LANDSCAPING HEIGHT LIMITS AT INTERSECTIONS.

WHEREAS, a code amendment has been developed for the City Council's consideration that would amend Section 36.300.040 (Height Limits and Exceptions) of Division 36.300 (General Property Development and Use Standards) of Article 3 (Site Planning and General Development Standards) of Chapter 36 (Zoning) of the South Pasadena Municipal Code Regarding Parkway Landscaping Height Limits at Intersections; and

WHEREAS, on February 11, 2020, the Planning Commission held a duly noticed public hearing on this matter, at which all interested parties were given the opportunity to be heard and present evidence.

NOW, THEREFORE, THE PLANNING COMMISSION OF THE CITY OF SOUTH PASADENA DOES HEREBY FIND, DETERMINE, AND RESOLVE AS FOLLOWS:

SECTION 1: The Planning Commission finds that the proposed amendment is exempt from the California Environmental Quality Act (CEQA) review under Section 15061(b)(3), which states that CEQA applies only to projects which have the potential for causing a significant effect on the environment.

SECTION 2: Pursuant to SPMC Section 36.620.070 (Findings and Decision), the Planning Commission recommends that the City Council approve the proposed amendment based on a finding that the proposed amendment removes inconsistencies and clarifies standards in the Zoning Code.

SECTION 3: For the foregoing reasons and based on the information and findings included in the Resolution, Staff Report, Minutes and testimony received during the public hearing, the Planning Commission of the City of South Pasadena hereby recommends that the City Council adopt the attached ordinance amending SPMC Section 36.410 (Zoning Approvals or Disapprovals).

SECTION 4: The Secretary shall certify that the foregoing Resolution was adopted by the Planning Commission of the City of South Pasadena at a duly noticed regular meeting held on the 11th day of February, 2020.


PASSED, APPROVED, AND ADOPTED this 11th day of February, 2020 by the following vote:

AYES: BRAUN, DAHL, LESAK, PADILLA & TOM

NOES: NONE


ABSENT: NONE

ABSTAIN: NONE



Janet Braun, Chair

ATTEST:



Lisa Padilla, Secretary to the Planning Commission



City Council Agenda Report

ITEM NO. 14

DATE: March 4, 2020

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

PREPARED BY: Lucy Demirjian, Assistant to the City Manager *[Signature]*

SUBJECT: **Receive and File 2019-20 Strategic Plan Quarter 2 Update and Approve Modifications to the Plan**

Recommendation

It is recommended that the City Council:

1. Receive and file the second quarter update of the Fiscal Year (FY) 2019-20 Objectives; and
2. Approve modifications to the FY 2019-20 Strategic Plan.

Discussion/Analysis

The Strategic Plan provides a comprehensive framework that ensures priorities set by City Council are clear to all employees, goals are laid out that respond to priorities, and objectives are achieved that meet the goals.

It is important to also recognize that the dynamics of the City may change over time and previously determined goals and objectives may need to be modified. In order to be responsive to the changing needs and interests of the community and to adhere to federal, state and local laws, modifications to the current strategic plan are being proposed. The modifications will redirect city resources, including staff and funding, toward the state mandated Housing Element Update.

Second Quarter Accomplishments

The second quarter report (attached) provides updates from October through December 2019. Objectives completed in the second quarter include housing support initiatives such as the adoption of the tenant relocation ordinance and the Accessory Dwelling Unit (ADU) ordinance.

Progress has also been made with the Integrated Water Resources Plan (IWRC) which will address ongoing aging infrastructure challenges, operational and supply source, and financial strategies. The contract for the IWRC was awarded and the kickoff meeting occurred in February 2020.

The City also prepared and adopted the City Green Action Plan (CGAP) in November 2019. In addition, City staff is diligently working on the preparation of Climate Action Plan (CAP). The first phase of the CAP, the City's greenhouse gas (GHG) inventory, has been completed and the second phase to discuss GHG reduction strategies through public engagement is planned for March 2020.

Priority Changes

Several revisions are being proposed in the Plan in response to demands on staff and funding resources and to better align department work plans. Most notably, the significant costs of the state mandated update to the Housing Element required a reassessment of projects and priorities. Staff recommends the following objectives be postponed to the FY 2020-21 Strategic Plan:

- Real-estate analysis of City Properties
- Soft Story inventory
- Parking inventory, and
- Customer care application.

Next Steps

1. Staff will continue to work on the objectives identified in the plan and provide quarterly progress reports to the City Council.
2. City Council and staff will work to prepare a Strategic Plan for the new fiscal year, to be scheduled in the Spring, prior to the Budget adoption process.

Background

The Strategic Plan centers around six core goals:

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

The goals are broad statements of citywide aspirations in delivering services to the community. Each goal is followed by multiple action items; these are strategies and initiatives to support the core goals. Staff reports on the status of the action items each quarter.

On March 1, 2019, the City held a Strategic Planning Session at the Garfield Reservoir Building to evaluate the challenges and opportunities facing the City and to update the Strategic Objectives for FY 2019-2020 through the Strategic Planning Process. The Strategic Plan was developed through a collaborative process, which included City Councilmembers and Management employees representing all City Departments. The meeting was open to the public.

Legal Review

The City Attorney has not reviewed this item.

Fiscal Impact

The objectives were reflected in the FY 2019-20 Budget and incorporated in Department work plans. Modifications proposed in the Plan will allow for resources to be reallocated toward the state mandated Housing Element update.

Public Notification of Agenda Item

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

Attachment: Strategic Plan Quarter 2 Update



FY 19/20

City of South Pasadena Strategic Plan

Quarter 2 Update

Task	Action Item	Fiscal Year	Q	Department
1. Develop and Implement Strong Fiscal Policies to Ensure a Resilient Financial Future				
1a. Long Range Financial Plan	Engage architects to evaluate feasibility of new City Hall site on City owned parking lots.	19/20	2	Planning/Public Works
<i>Q2 Update:</i>				
1b. Long Range Financial Plan	Complete focus study on hospitality opportunities.	19/20	4	Planning
1c. Long Range Financial Plan	Complete Indirect Cost Allocation Plan to increase potential reimbursement for staff time on grants and special fund projects.	19/20	4	Finance
1d. Long Range Financial Plan	Present recommendation regarding general sales tax increase for 2019 ballot.	19/20	1	Finance/ City Clerk
<i>Status: COMPLETED</i>	<i>Q1: a Financial Sustainability Plan was presented to the Finance Commission and the City Council; the sales tax was identified as a priority solution to address the imminent budgetary deficit and to preserve the level of municipal services. The sales tax was approved by the voters on November 5, 2019</i>			

Quarter 2 Update

1e. Long Range Financial Plan	Issue a request for proposals (RFP) for redevelopment of recreational facilities in the arroyo.	19/20	3	Community Services/ Public Works/ Planning
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2. Create a Strong Economic Development Strategy to Strengthen Local Business

2a. Technology Upgrade	Recommend permit software & funding for building and planning to track permits online and streamline approval processes as part of the FY 2021 Budget Process	19/20	3	Planning
2b. Promotional Video	Complete a promotional video to showcase city offerings and local development opportunities.	19/20	3	Management Services
2c. Economic Development Plan	Launch Economic Development Branding and Marketing Plan Q1: <i>Moved to Q3, pending the development of the Economic Development Plan.</i>	19/20	1	Management Services
2d. Economic Development Plan	Implement comprehensive Parking Policy as part of the economic development plan.	19/20	1	Planning/ Management Services
2e. Economic Development Plan	Produce a permit application guide to help streamline application process.	19/20	3	Management Services/ Planning

Quarter 2 Update

3. Develop a Comprehensive Emergency Preparedness Plan to Ensure Public Safety through Active Response and Recovery Efforts.

3a. Seismic Regulations	Contract with consultant to complete inventory of soft story buildings in preparation for consideration of future regulations.	19/20	3	Planning
3b. Community Training	Train graduating High School class on “Hands on CPR”	19/20	4	Fire
3c. EOC Expansion	Complete EOC expansion into the Police Department Courtyard to create a supplemental temporary space for EOC tent.	19/20	2	Fire
3d. Crisis Communications Systems	Bring forward recommendation to update and/or replace current crisis communication systems	19/20	3	Management Services/ Fire
3e. Local Emergency Partnerships	Prepare needs analysis & implementation schedule to address gaps in disaster coverage and begin recruiting for critical functions with community partners.	19/20	4	Fire
3f. System Upgrade	Bring a recommendation to Council to upgrade to a new dispatch and records management system to comply with mandatory FBI reporting requirements.	19/20	4	Police Department

Q1 Status: The Police Department has completed its research into a new NIBRS and RIPA compliant Computer Aided Dispatch and Records Management System (CAD/RMS). Staff is currently exploring all available funding options in order to submit an RFP with anticipated response during Q3.

Quarter 2 Update

4. Enhance Community Sustainability through Investment in Infrastructure and Environmental Management Programs.

4a. Renewable Energy	Complete Climate Action Plan & develop strategic plan for environmental initiatives.	19/20	3	Public Works
4b. Water Implementation Plan	Develop and Implement Integrated Water Resources Plan to address ongoing aging infrastructure challenges, operational and supply sources, financial strategies, and a drought proof City.	19/20	2	Public Works
4c. Pocket Parks	Finalize conceptual plans and break ground on Berkshire pocket park project.	19/20	4	Community Services
4d. EAP Implementation Schedule	Contract technical team in anticipation of TDM TSM alternative	19/20	4	Public Works
4e. Mosquitoes Vector Control	Conduct outreach on vector control	19/20	1	Public Works

Q1 Status: In June, the City held a workshop on the public health issues related to mosquitos and how to address them as a community. Staff continues to work with the San Gabriel Valley Mosquito and Vector Control District to provide information on the dangers of non-native mosquitos to South Pasadena residents. Information has been disseminated via e-Neighbors, City website, and pamphlets available at several City facilities.

Quarter 2 Update

5. Plan for Affordable Housing to Comply with State Mandates and Respond to Community Needs.

5a. Inclusionary Housing	Present Inclusionary Housing Ordinance for adoption.	19/20	3	Planning
5b. Housing Support	Present inclusionary housing policy for adoption	19/20	2	Planning
5c. Housing Support	Present Occupancy inspection policy for adoption	19/20	2	Planning
5d. Housing Support	Present tenant relocation policy for adoption	19/20	2	Planning
5e. Housing Support	Present ADU Ordinance for Adoption	19/20	2	Planning
5f. Affordable Housing	Bring forward partnership recommendations from Heritage Housing Partners to facilitate affordable housing.	19/20	1	Planning

Status: COMPLETED

On September 11, 2019, the City Council received and filed the final report from Heritage Housing Partners regarding the Affordable Sales Program for the Caltrans Surplus Properties. The report recommended that the City partner with other housing related entities to purchase the surplus properties for affordable housing purposes. On September 26, 2019, the City, in partnership with Heritage Housing Partners, New Prospect Development, and New Economics for Women, submitted Reasonable Price Statements for the remaining Phase I properties.

Quarter 2 Update

6. Enhance Customer Service through Innovation to More Effectively Respond to Community Priorities.

6a. Accessibility/ Customer Service	Implement MobileCirc. MobileCirc is the web-based circulation tool that will allow us to make library cards off site at events in the community, as well as to check out materials off-site or during library events in the Community Room.	19/20	3	Library
<i>The platform will allow staff to make library cards and to check out materials off-site at community events. The MobileCirc program is ready to launch for the first time at an event in the Library Community Room in November.</i>				
6b. Accessibility/ Customer Service	Introduce an integrated Credit Card System throughout the City and reduce Cash acceptance points.	19/20	3	Finance
6c. Traffic Management	Neighborhood Traffic Management Policy Adoption and Implementation	19/20	2	Public Works
6d. Accessibility/ Customer Service	Bring forward a recommendation for an automated customer care application with the FY 2021 budget	19/20	3	Management Services/



City Council Agenda Report

ITEM NO. 15

DATE: March 4, 2020

FROM: Stephanie DeWolfe, City Manager *SD*

PREPARED BY: Joe Ortiz, Police Chief
Brian Solinsky, Deputy Police Chief *BS*

SUBJECT: **Approval of the Creation of a Traffic Enforcement Bureau in the Police Department**

Recommendation

It is recommended that the City Council:

1. Approve the creation of a Traffic Enforcement Bureau (Bureau) in the Police Department (Bureau); and
2. Convert an existing officer position to a corporal position to oversee the Bureau.

Commission Review and Recommendation

This matter was not reviewed by a commission.

Executive Summary

In order to maintain a high level of service and address the increase in traffic complaints, the Police Department is recommending the creation of a Traffic Enforcement Bureau. Establishing a Bureau will provide the City with a dedicated team and resources to address traffic enforcement and education. The proposed Bureau will not require an additional position but will re-organize the existing Police Department staff. Staffing for Bureau will consist of a corporal and two officers. The city currently has only one officer dedicated to traffic. Now that the department is fully staffed, the resources are available to create a stronger focus on traffic.

Discussion/Analysis

Council and Staff continue to receive a significant number of traffic related complaints throughout the City. The primary complaints are those of speeding, reckless driving, and disobedience to traffic control devices. Over the past several years, staff has attempted to address many of the City's traffic issues through mitigation devices, coupled with enforcement efforts. Based upon the Police Department's call load, accident investigation efforts, the requirement for arterial roadway enforcement and administrative assignments, the overall number of available enforcement officers dedicated solely to traffic matters is limited.

Traffic related issues are on the rise and continue to be at the forefront of calls for service for the South Pasadena Police Department. As most communities rely heavily on traffic law

Creation of a Traffic Enforcement Bureau

March 4, 2020

Page 2 of 4

enforcement programs to modify driver behavior and enhance road safety, adequate personnel and supervision are necessary to ensure proper education and enforcement.

The City is divided into four patrol beats that are further divided into sixteen reporting districts. Each patrol beat is assigned to one officer during their shift, providing the shift is fully staffed. The minimum staffing for a patrol shift is one Supervisor and three officers. Patrol officers work a three-day-per-week and twelve-hours-per-day schedule on one of two shifts (Days 6:00 AM to 6:00 PM, Nights 6:00 PM to 6:00 AM). The existing Traffic Officer position is on a rotational schedule that typically includes weekdays during peak traffic hours, unless special events dictate otherwise.

In 2014, the South Pasadena Police Department responded to 23,592 calls for service, 499 of which were traffic collisions. During this time period officers issued 2,800 traffic enforcement citations. In 2019, officers responded to 25,262 calls for service, 472 traffic collisions, and issued 3,558 traffic citations. The data over the five-year period indicates a 7% increase in both calls for service and traffic related incidents.

Program Proposal

The Police Department proposes the implementation of the new Bureau consisting of two Officers and one Corporal. This Bureau would be assigned with the primary duty of traffic enforcement and accident investigations while also assisting motorists and easing traffic congestion consistent with the City's Proposed General Plan promoting safety and mobility.

In addition to providing supervision and scheduling of the Bureau, the new Corporal would be a direct contact for City entities, community members, and business stakeholders, ensuring responsiveness and accountability. The Corporal will also assist with pedestrian traffic safety, conduct impound hearings, approve collision reports, and review contested parking citations, which will improve efficiency and consistency within the department. The Unit Corporal will come from the promotion of a current police officer.

Personnel assigned to the new unit would be tenured officers who would receive special training conducive to the assignment. The assignment would be a 4-year rotation, similar to other existing special assignments, consistent with the Police Department's current Memorandum of Understanding (MOU).

It is anticipated the traffic unit would work a fixed schedule (Monday-Friday), but remain flexible to adjust its schedule based on City needs such as special events, holidays, or specialized enforcement details such as commercial enforcement or DUI taskforces.

Notably, there is a wide array of alternative approaches to dealing with traffic problems and a wide array of costs. The approach we have outlined here appears to be a reasonable and balanced strategy taking into consideration each of the alternative solutions.

Next Steps

1. Upon approval of the resolution, staff will begin the recruitment and implementation of a

traffic enforcement unit. It is estimated the unit would be fully operational within 2 months of approval.

Alternatives

1. One alternative is to maintain the status quo where there is an aggressive enforcement stance concerning major arterials, and a speed mitigation program for residential neighborhoods.
2. To increase enforcement in residential neighborhoods while at the same time maintaining or increasing the utilization of speed mitigation devices in these neighborhoods. This would require additional funding that is not currently available in the 2020 or 2021 budgets.
3. A third alternative is to reduce arterial roadway, highway and collector street enforcement efforts and strictly concentrate on residential enforcement. This is not recommended as these efforts are critical to maintaining the safety of all of the roadways.

Background

The South Pasadena Police Department currently employs 52 full-time employees (FTE's), including 36 sworn and 16 nonsworn professional staff. The Patrol Division operates four patrol areas and is proposing to supplement that with this program through the addition of a Police Corporal and formalization of a traffic enforcement unit.

The South Pasadena Police Department was established in 1888 with 9 police officers to serve a population of approximately 623 residents. Since that time, South Pasadena has undergone immense change and expansion. As a result of continuous improvement, the City encompasses a total of 3.42 square miles and has a population of 25,611 residents. During peak hours for commerce and traffic, the daytime population in South Pasadena rises to approximately 138,000. This figure was obtained in a 2014 survey by Minager and Associates.

As has been reported to City Council in the past, traffic issues in the City are complex. The diversity of streets and crossings, the number of bicyclists, buses, and pedestrians along with the division of the City by a major freeway and rail crossing are all major enforcement challenges. The need for traffic and parking enforcement has increased steadily as the City has grown.

The traffic officer consistently receives between five and ten requests for enforcement on any given day. During the school year, additional requests for enforcement are registered for areas near elementary, secondary, and high schools. A majority of the requests for traffic enforcement service are between the hours of 7:00 a.m. to 9:00 a.m. and 2:00 p.m. through 4:00 p.m. These hours coincide with the morning and the after school/evening rush hour periods. With these requests, the traffic officer is responding to extra patrols in residential areas, and unable to focus on the major arterial streets.

The requested corporal position and traffic unit would create an efficient workflow with consistent and regularly scheduled enforcement for frequent complaint areas. The Police

Department would also be better able to evaluate complaints, determine when enforcement actions would be most effective, and track the utilization of resources through more complete data.

Legal Review

The City Attorney has reviewed this item.

Fiscal Impact

The conversion of one Traffic Officer position to a Corporal position will require an increase of approximately \$15,000 annually. These costs will be addressed by utilization of existing budgeted appropriations through the Police Department's Permanent Salary Account (7000) and will be incorporated in personnel costs in future years.

Environmental Analysis

This item is exempt from any California Environmental Quality Act (CEQA) analysis based on State CEQA Guidelines Section 15061 (b)(3), the General Rule that CEQA only applies to projects that may have an effect on the environment.

Public Notification of Agenda Item

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

Attachments:

1. Minager and Associates Average Daily Traffic Flow

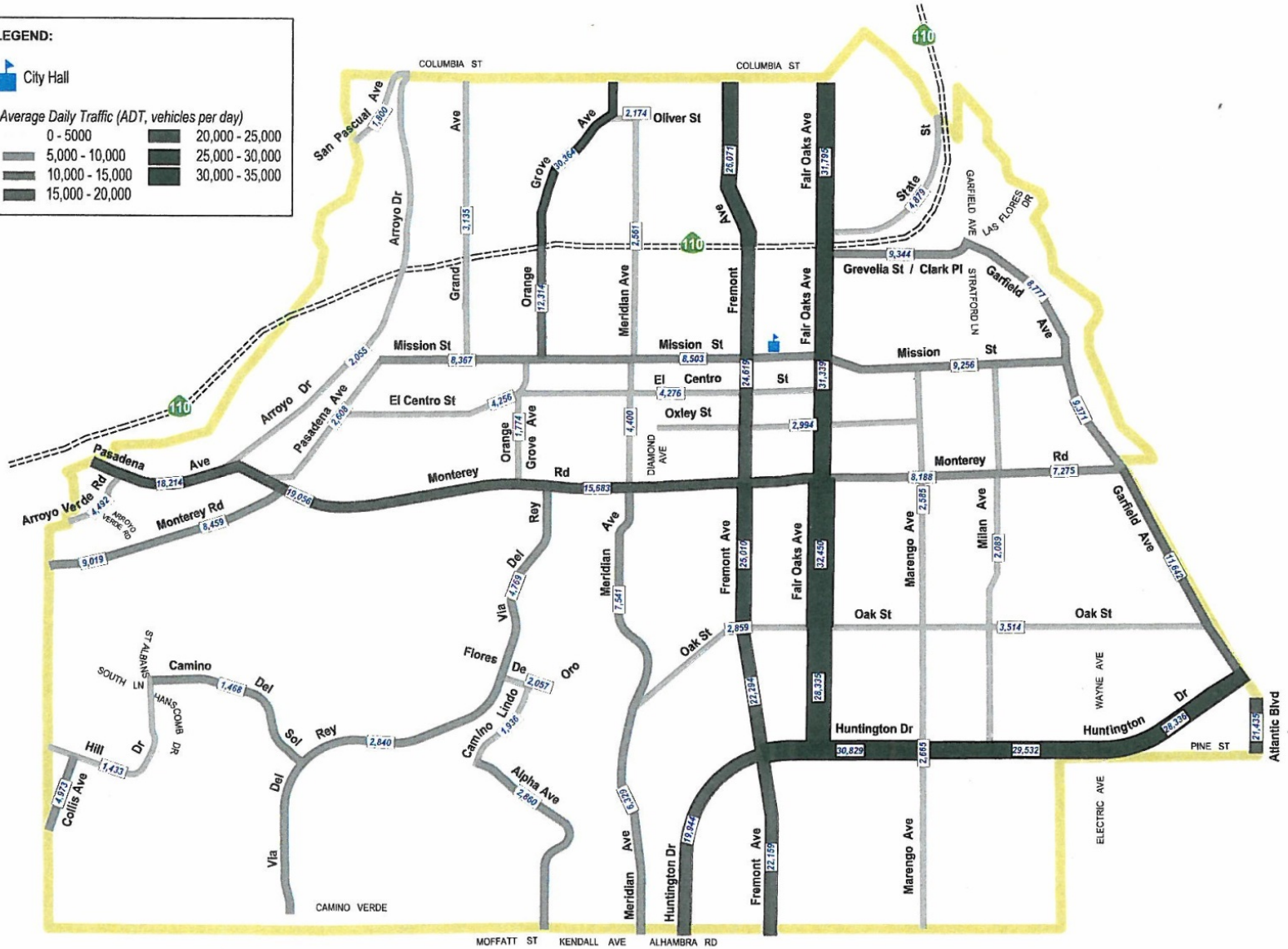
ATTACHMENT 1
Average Daily Traffic Flow

LEGEND:



Average Daily Traffic (ADT, vehicles per day)

0 - 5000	20,000 - 25,000
5,000 - 10,000	25,000 - 30,000
10,000 - 15,000	30,000 - 35,000
15,000 - 20,000	



10/22/14



Figure 2. Average Daily Traffic Flow, September 2014
 City of South Pasadena 2014-15 Citywide Engineering & Traffic Survey (E&TS)



MINAGAR & ASSOCIATES, INC.


21 Years of Excellence



City Council Agenda Report

ITEM NO. 16

DATE: March 4, 2020

FROM: Stephanie DeWolfe, City Manager 

PREPARED BY: Joanna Hankamer, Director of Planning and Community Development
Margaret Lin, Manager of Long Range Planning and Economic Development *M.L.*

SUBJECT: **Adoption of a Revised Resolution Supporting and Authorizing the City Manager to File Applications for the Senate Bill 2 Planning Grants Program**

Recommendation

It is recommended that the City Council adopt a revised resolution supporting and authorizing staff to file applications for Senate Bill 2 (SB 2) Planning Grants

Commission Review and Recommendation

This matter was not reviewed by a commission.

Discussion/Analysis

On August 21, 2019, the City Council adopted a resolution to authorize staff to file an application for the SB 2 Planning Grants. Staff submitted an application for \$160,000 to develop and implement an electronic permitting system for the Planning and Community Development Department. The goal of the new electronic permitting system is to improve and expedite the local planning process. On February 26, 2020, the Department of Housing and Community Development (HCD) informed Staff that specific language must be included in the resolution. Therefore, Staff is recommending adoption of a revised resolution in accordance with HCD's guidelines to complete the City's SB 2 grant application.

On March 28, 2019, the HCD launched the SB 2 Planning Grants Program. A Notice of Funding Availability (NOFA) was released for approximately \$123 million, the statewide revenue earmarked for local government grants. Under this grant program, local governments are provided an eligibility allowance based on community population. The City of South Pasadena falls within the "small localities" category which is eligible for up to \$160,000 in grant funding. The purpose of the Planning Grants Program is to provide financial and technical assistance to local governments to update planning documents to:

- Accelerate housing production;
- Streamline the approval of housing development;
- Facilitate housing affordability;

- Promote the development of housing; and
- Ensure geographic equity in the distribution and expenditure of allocated funds.

Activities eligible for the grant funds include, among others:

- Updates to General Plans and zoning to promote or accelerate housing production;
- Environmental analyses that eliminate the need for project review;
- Local improvements to the permit process to expedite local planning review;
- Establishing and implementing special districts and zones such as a workforce housing opportunity zone; and
- Rezoning for “by-right” supportive housing, for special needs populations and for multi-family housing in high resource areas.

To be eligible for grant funds, the local government agency must have a certified and compliant Housing Element; have completed the required Annual Progress Report (APR) on the Housing Element and submitted the APR to HCD; and demonstrate that the project will support a nexus to accelerate housing production.

The City meets all eligibility requirements and the funds are earmarked based on population, making this is an excellent opportunity. The City has several suitable projects for this opportunity on the Strategic Plan as well as the Capital Improvement Plan. These projects include the last phase of the General Plan update, streamlining project review, and exploring potential software to provide better access and service to residents.

Since there are various projects at different stages of completion, the City has not identified any one project to be funded through this approval. As such, staff will pursue grant funds for the project with the greatest benefit, which may mean multiple projects. The project with the greatest benefit will be selected based on timeline of project and cost to complete the project. The resolution drafted is not project specific and authorizes the City Manager to file the individual applications on behalf of the City. The resolution has been drafted in this manner so that each grant request application is not required to obtain City Council approval prior to filing.

Background

In 2017, Governor Brown signed SB 2. Referred to as the “Building Homes and Jobs Act,” this law establishes a permanent, on-going source of funding dedicated to promoting and facilitating affordable housing development. The source of funding is secured through a fee that is imposed at the time of the recording of every real estate instrument, paper or notice for each single real estate transaction on a parcel of property. The recording fee ranges from \$75.00 to \$225.00 depending upon the nature and scope of the property transaction. Sales transactions for single-family homes are exempt from this fee. Effective January 1, 2018, the fee is collected by the County Recorder, who, in turn forwards (quarterly) the fee revenues to the State Controller. The fee is projected to generate \$200 million in annual revenue statewide. The law prescribes that the revenue collected for the 2018 calendar year be deposited into two funds: a) 50% of the revenue is to be placed in a fund made available to local governments for planning grants; and b) 50% of the revenue is to be placed in a fund made available to HCD to assist persons experiencing or at risk of homelessness. For revenues collected after January 1, 2019, the allocation changes. The

revenue allocated to local governments is to be used for planning to promote and facilitate the production of affordable housing throughout California. The local government share of this revenue is to be administered through a grant program.

Next Steps

1. The City will submit the revised resolution to the state and communicate the award decision to City Council.

Legal Review

The City Attorney has reviewed this item.

Fiscal Impact

The City can receive up to \$160,000 in funds toward strategic priorities. This would allow the City to relieve the General Fund and update the Planning and Community Development Department's paper-based permitting system with an electronic system which may not be feasible without outside funding.

Environmental Analysis

This item is exempt from any California Environmental Quality Act (CEQA).

Public Notification of Agenda Item

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

Attachment: Revised Resolution

RESOLUTION NO. ____

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF SOUTH PASADENA, CALIFORNIA,
SUPPORTING AND AUTHORIZING APPLICATION FOR, AND
RECEIPT OF, SENATE BILL 2 (SB 2) PLANNING GRANTS
PROGRAM FUNDS**

WHEREAS, in 2017, Governor Brown signed Senate Bill 2 (SB 2). Referred to as the “Building Homes and Jobs Act,” this law establishes a permanent, on-going source of funding dedicated to promoting and facilitating affordable housing development. The source of funding is secured through a fee that is imposed on every real estate transaction, statewide, except for sales transactions for single-family homes. The fee is projected to generate \$200 million in annual revenue statewide; and

WHEREAS, the State of California, Department of Housing and Community Development (Department) has issued a Notice of Funding Availability (NOFA) dated March 28, 2019, for its Planning Grants Program (PGP); and

WHEREAS, the City Council of the City of South Pasadena desires to submit a project application for the PGP program to accelerate the production of housing and will submit a 2019 PGP grant application as described in the Planning Grants Program NOFA and SB 2 Planning Grants Program Guidelines released by the Department for the PGP Program; and

WHEREAS, the Department is authorized to provide up to \$123 million under the SB 2 Planning Grants Program from the Building Homes and Jobs Trust Fund for assistance to Counties (as described in Health and Safety Code section 50470 et seq. (Chapter 364, Statutes of 2017 (SB 2)) related to the PGP Program; and

WHEREAS, fifty percent (50%) of the annual revenue is to be made available to local governments for planning grants to promote and facilitate housing development. As a result, the SB 2 Planning Grants Program has been launched with an allocation of \$123 million. For 2018, the City of South Pasadena is eligible for up to \$160,000 in grant funding. The call for applications is through November 30, 2019; and

WHEREAS, the Planning and Building Department is working on several projects that either directly propose or promote housing development, which would benefit from and meet the qualifications of the SB 2 Planning Grants Programs. These projects include, among others, a streamlined permitting software, and final updates to the general plan; and

WHEREAS, given the current housing crisis and the City’s Strategic Plan goals that strongly encourage housing, the SB 2 Planning Grants Program is timely. Further,

the Program does not require a “local match” or financial commitment that would impact the City’s General Fund.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA, CALIFORNIA, DOES RESOLVE, DECLARE, DETERMINE AND ORDER AS FOLLOWS:

SECTION 1. The City Council endorses the SB 2 PGP and authorizes and directs the City Manager to apply for and submit to the Department the 2019 PGP application in the amount of \$160,000.

SECTION 2. In connection with the PGP grant, if the application is approved by the Department, the City Manager is authorized to enter into, execute, and deliver a State of California Agreement (Standard Agreement) for the amount of \$160,000, and any and all other documents required or deemed necessary or appropriate to evidence and secure the PGP grant, the City’s obligations related thereto, and all amendments thereto (collectively, the “PGP Grant Documents”).

SECTION 3. The City shall be subject to the terms and conditions as specified in the Standard Agreement, the SB 2 PGP Guidelines, and any applicable PGP guidelines published by the Department. Funds are to be used for allowable expenditures as specifically identified in the Standard Agreement. The application in full is incorporated as part of the Standard Agreement. Any and all activities funded, information provided, and timelines represented in the application will be enforceable through the executed Standard Agreement. The City Council hereby agrees to use the funds for eligible uses in the manner presented in the application as approved by the Department and in accordance with the Planning Grants NOFA, the Planning Grants Program Guidelines, and 2019 Planning Grants Program Application.

SECTION 4. The City Manager is authorized to execute the City of South Pasadena’s PGP application, the PGP Grant Documents, and any amendments thereto, on behalf of the City as required by the Department for receipt of the PGP Grant.

SECTION 5. The City Clerk of the City of South Pasadena shall certify to the passage and adoption of this resolution and its approval by the City Council and shall cause the same to be listed in the records of the City.

PASSED, APPROVED AND ADOPTED ON this 4th day of March, 2020.

Robert S. Joe, Mayor

ATTEST:

APPROVED AS TO FORM:

Evelyn G. Zneimer, City Clerk
(seal)

Teresa L. Highsmith, City Attorney

I HEREBY CERTIFY the foregoing resolution was duly adopted by the City Council of the City of South Pasadena, California, at a regular meeting held on the 4th day of March, 2020, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

Evelyn G. Zneimer, City Clerk
(seal)



City Council Agenda Report

ITEM NO. 17

DATE: March 4, 2020

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

PREPARED BY: Joanna Hankamer, Director of Planning and Community Development *[Signature]*
Margaret Lin, Manager of Long Range Planning and Economic Development *M.L.*

SUBJECT: **Authorize the City Manager to Execute 1) Professional Service Agreement with PlaceWorks in the Amount of \$267,598 to Update the City's Housing Element; 2) First Contract Amendment with PlaceWorks for Additional Public Outreach and Extend the General Plan Update and Downtown Specific Plan Contract Term to December 31, 2021 for a Total Not-To-Exceed Amount of \$235,312; 3) Second Amendment to the Professional Services Agreement with Psomas for Additional Environmental Analysis and Extend the Contract Term by to December 31, 2021 for a Total Not-To-Exceed Amount of \$229,259; and 4) Reallocate \$222,974 from a designated reserve fund to the Planning and Building Department Professional Services Account for Fiscal Year 2019-20**

Recommendation

It is recommended that the City Council authorize the City Manager to execute:

1. Professional Services Agreement (PSA) with PlaceWorks in the amount of \$267,598 to update the City's Housing Element; and
2. First Amendment to the PlaceWorks PSA to provide additional public outreach and extend the General Plan Update and Downtown Specific Plan (GP/DTSP) contract term to December 31, 2021 in the amount of \$106,579 for a total not-to-exceed amount of \$235,312; and
3. Second Amendment to the PSA with Psomas to provide additional environmental analysis and extend the contract term to December 31, 2021 in the amount of \$88,797 for a total not-to-exceed amount of \$229,259; and
4. Reallocate \$222,974 from a designated reserve fund, as determined by the City Council, to the Planning and Building Department Professional Services Account (101-7010-7011-8170) for Fiscal Year 2019-20.

Commission Review and Recommendation

This matter was not reviewed by a commission.

Executive Summary

In accordance with State law, the City is required to update its housing element every eight years with the new Regional Housing Needs Assessment (RHNA) allocations. The City recently received a new draft allocation of 2,061 housing units and must submit an updated housing element by October 15, 2021. The new allocation is significantly higher than previous years (over 3,000 percent increase from the previous RHNA allocation) and is the result of recent changes in State legislation and Governor Newsom's goal to build 3.5 million housing units by 2025. Staff released a Request for Proposals (RFP) for the 2021 Housing Element Update but only received one proposal. This is attributed to the increasingly difficult requirements established in the new RHNA cycle and the fact that all counties and cities within the Southern California Association of Governments (SCAG) region are required to update their housing elements at the same time. As a result, the cost of the 2021 Housing Element Update is significantly higher than anticipated and will result in the reprioritization of funding, staff, and Strategic Plan projects. Staff is recommending a contract to initiate the 2021 Housing Element Update to comply with State requirements.

Incorporating the RHNA housing units into the GP/DTSP will ensure internal consistency and reduce duplicative efforts, which will result in cost savings. However, this will necessitate an extension to the GP/DTSP timeline. Staff is recommending two contract amendments to provide additional public outreach and to extend the project timeline for the GP/DTSP into 2021 so that these plan documents can incorporate the additional housing units required by the 2021 Housing Element Update.

Discussion/Analysis

In response to the California Housing Crisis, the State has recently increased housing production goals; requiring all cities in California to accommodate significant increases in housing units. For the City of South Pasadena, the additional housing requirements equate to a 20 percent increase over the existing housing stock and over 3,000 percent increase from the previous RHNA allocation. The City, along with other cities in the region, have attempted to work with SCAG to address the significant increase in RHNA allocations and object to the State's onerous requirements. While the City may continue to push against the State and SCAG on the RHNA allocation, the City is still required to meet the October 2021 deadline. Planning for these additional units, as part of the 2021 Housing Element Update, will affect the policy discussions related to the City's current GP/DTSP planning process. In order to incorporate these important housing policy discussions into the GP/DTSP and associated environmental review; and provide additional public outreach, Staff recommends amending the PSAs with PlaceWorks and Psomas to expand the scope of work and timeline by up to twelve months.

2021 Housing Element

Every eight years, the California Department of Housing and Community Development (HCD) develops a new set of housing production goals, or RHNA. Each Metropolitan Planning Organization (MPO) is then tasked with developing a methodology to allocate the RHNA to local jurisdictions. Local jurisdictions are required to plan for their RHNA allocation. In 2019,

the Southern California Association of Governments (SCAG), as the City’s local MPO, was tasked with allocating a total of 1.3 million housing units for the 6th RHNA cycle (2021-2029). The SCAG RHNA allocation methodology was developed based on household growth, job accessibility, transit accessibility, and a social equity adjustment. The draft RHNA allocation for the City of South Pasadena included a total of 2,061 housing units. Final draft allocations will be distributed in April 2020, followed by a three month appeal period ending in July 2020. The proposed final RHNA allocations will be made available in August 2020 and adopted by October 2020.

On January 9, 2020, the City released a RFP for the 2021 Housing Element Update for three and a half week period. Within that timeframe, the City received two responses from consulting firms stating that they do not have capacity to take on the project, and one proposal. The sole proposal was from PlaceWorks. The lack of proposals is associated with the increased complexities of the 6th RHNA cycle and number of cities undergoing housing element updates at the same time.

The proposed 2021 Housing Element Update will plan and identify specific parcels to accommodate the 2,061 RHNA housing units in accordance with State law. PlaceWorks, the same firm preparing the GP/DTSP but with a different consultant team, will evaluate the number of housing units that can be accommodated under the City’s current and proposed General Plan, Zoning Code, Mission Street Specific Plan, and draft Downtown Specific Plan. PlaceWorks will then analyze, parcel by parcel, where the remaining housing units can be accommodated. The public will be engaged in an extensive public engagement process to discuss the potential locations, strategies, and policies needed to accommodate the housing units.

South Pasadena RHNA Allocations		
Income Level	5th Cycle (2013-2021)	6th Cycle (2021-2029)
Very Low	17	754
Low	10	397
Moderate	11	333
Above Moderate	25	579
Total	63	2,061

Extension of the GP/DTSP

In 2016, the City initiated a 22-month process for the GP/DTSP with an extensive public engagement process. In 2018, unexpected delays occurred due to the retirement of the Planning Director and other staff changes. In 2019, the City reinitiated the GP/DTSP and released a revised draft for public review. Based on requests from the community, the public comment period for the draft GP/DTSP documents was extended twice (from December 18, 2019 to January 15, 2020; and then to February 12, 2020) and two additional public forums were conducted during the public comment period. Staff has also planned for additional public meetings to discuss specific plan sections, including five presentations to the Planning

Execution of the First Amendment with PlaceWorks to extend the GP/DTSP, Second Amendment with Psomas for the Associated Environmental Analysis, and Professional Service Agreement with PlaceWorks for the 2021 Housing Element Update
March 4, 2020
Page 4 of 6

Commission and separate meetings with the Chamber of Commerce and local stakeholder groups.

The current draft GP/DTSP anticipates an additional 589 housing units over the 20 year planning period. The policy ramifications associated with planning for 2,061 RHNA housing units will have a significant impact on the GP/DTSP. Possible policies such as increasing the City's height limits or increasing density would have long reaching impacts that will need to be taken into consideration while finalizing the GP/DTSP. The environmental impacts will also need to be analyzed to ensure there is sufficient infrastructure (water, public safety, etc.) to support the additional housing units. In order to reduce costs and maintain internal consistency between the plan documents, Staff recommends authorizing contract amendments for PlaceWorks and Psomas to incorporate the 2,061 RHNA housing units into the GP/DTSP and the Program Environmental Impact Report (PEIR) for the GP/DTSP respectively.

Next Steps for GP/DTSP

1. February - March 2020: Evaluate public comments
2. January-May 2020: Planning Commission presentations
3. April 2020 - Fall 2020: Integrate the RHNA units and housing discussions into GP/DTSP, including additional public outreach and environmental review
4. TBD: Environmental Analysis, including RHNA units
5. TBD: Planning Commission recommendation for adoption
6. TBD: City Council Hearing for adoption

Next Steps for 2021 Housing Element

1. April to August 2020: Public Engagement Opportunities
2. April to November 2020: Parcel analysis of scenarios
3. December 2020 to March 2021: Additional environmental analysis, as needed
4. April 2021: Planning Commission recommendation for adoption
5. May 2021: City Council Hearing for adoption
6. October 15, 2021: Final 2021 Housing Element Update due to HCD

Background

In April 2019, the City Council approved a PSA with PlaceWorks to finalize the City's GP/DTSP and a separate PSA with Psomas to complete the PEIR. In November 2019, the City released the revised Draft GP/DTSP. In November 2019, SCAG released the approved draft RHNA methodology and the 2,118 housing units allocated to the City. In February 2020, SCAG provided an updated draft allocation of 2,061. Housing elements are required by State law to be updated every eight years, and on a specific timeline. The 6th RHNA Cycle is due by October 15, 2021.

Legal Review

The City Attorney has reviewed this item.

Execution of the First Amendment with PlaceWorks to extend the GP/DTSP, Second Amendment with Psomas for the Associated Environmental Analysis, and Professional Service Agreement with PlaceWorks for the 2021 Housing Element Update
 March 4, 2020
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Fiscal Impact

The total requested for the two contract amendments and the Housing Element Contract is \$418, 350. Even with the reallocation of current projects/ funding there is a shortfall of \$222,974. Staff is requesting a reallocation of designated reserves to fund the remaining amount. The designated reserves can be reallocated by Council action. Staff is recommending City Council consider the “Slater Case” reserve as it is the only reserve account that does not have a clear purpose. However, below is the list of available designated reserves for consideration:

Reserves	
Emergency Reserves	\$ 6,719,595
Arroyo Golf Course / Bike Trail	\$ 600,000
Legal Reserve	\$ 500,000
Maint. Yard / Comm. Ctr	\$ 317,130
Library Expansion	\$ 200,000
Renewable Energy Sources Reserve	\$ 700,000
Retiree Pension Reserve	\$ 500,000
Retiree Medical Reserve	\$ 500,000
Community Garden/Open Space Purchases	\$ 392,000
Storm Water	\$ 600,000
Financial Sustainability Reserve	\$ 900,000
Slater Reimbursement Reserve	\$ 568,850
Vehicle Replacement Reserve	\$ 100,000
General Fund Total	\$ 12,597,575

The Fiscal Year 2019-20 budget allocated funding for the 2021 Housing Element Update. However, unforeseen changes in State housing policies have resulted in a much more complex and labor intensive process to update the 2021 Housing Element. As a result, Staff will have to postpone a number of projects identified in the Strategic Plan and Planning and Community Development Department Work Plan in order to dedicated sufficient staff and financial resources. These projects include the Retail Market Study, Parking Inventory, Real Estate Analysis of City-Owned Properties, Automated Customer Care Application, and Soft-Story Building Inventory. Staff recommends reallocating the funds allocated to those to help fund the 2021 Housing Element Update.

The proposed scope of work for the new PSA with PlaceWorks for the 2021 Housing Element Update would have a total not-to-exceed amount of \$267,598. The City is submitting an application for the Local Early Action Planning (LEAP) Grants Program through HCD to receive \$150,000 in non-competitive grant funding. The purpose of the LEAP grant is to accelerate

Execution of the First Amendment with PlaceWorks to extend the GP/DTSP, Second Amendment with Psomas for the Associated Environmental Analysis, and Professional Service Agreement with PlaceWorks for the 2021 Housing Element Update
March 4, 2020
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housing production and facilitate compliance to implement the 6th RHNA Cycle. Preparation and adoption of the 2021 Housing Element Update is an eligible activity.

In April 2019, the City Council approved a contract with PlaceWorks to finalize the GP/DTSP for \$128,733. The proposed First Amendment would extend the contract term to December 31, 2021 and scope of work to incorporate the RHNA housing units into the GP/DTSP for an additional \$106,579 for a total not-to-exceed amount of \$235,312.

In April 2019, the City Council approved a contract with Psomas to complete the remaining work on the PEIR for \$98,480. In November 2019, the first contract amendment with Psomas included an additional \$41,982 for a total not-to-exceed amount of \$140,462. The first contract amendment was authorized to add a subcontract with Iteris to analyze and adopt a Vehicle Miles Traveled Threshold in compliance with Senate Bill 743 (Steinberg). The proposed second contract amendment would include an additional \$88,797 for a total not-to-exceed amount of \$229,259 to include the 2,061 RHNA housing units in the PEIR analysis for the GP/DTSP.

Public Notification of Agenda Item

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

Attachments:

1. Regional Housing Needs Assessment Presentation
2. PlaceWorks 2021 Housing Element Update - Professional Services Agreement
3. PlaceWorks General Plan Update and Downtown Specific Plan - First Contract Amendment
4. PlaceWorks General Plan Update and Downtown Specific Plan - Professional Services Agreement
5. Psomas - Second Contract Amendment
6. Psomas - First Contract Amendment
7. Psomas - Professional Services Agreement

ATTACHMENT 1
Regional Housing Needs Assessment Presentation

Regional Housing Needs Assessment (RHNA) Update

March 4, 2020

Regional Housing Needs Assessment (RHNA)

- ▶ What is RHNA?
- ▶ What is the City's RHNA allocation?
- ▶ What does this mean for the City?
- ▶ What are other cities doing?
- ▶ What are our next steps?

What is the RHNA?

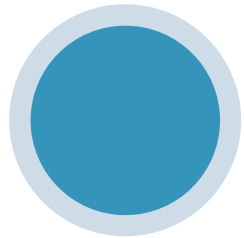
- ▶ Requirement of State housing law
 - ▶ Determines projected and existing housing needs for all jurisdictions



- ▶ Jurisdictions are required to plan for their RHNA allocation and there are penalties for not doing so

6th RHNA Cycle

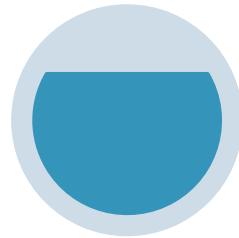
3.5 million
units by
2025



Governor
Newsom

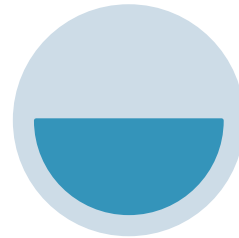
California
Department of
Housing and
Community
Development
(HCD)

1,341,827
units



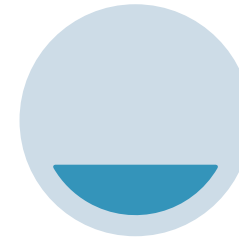
SCAG

30,145
units



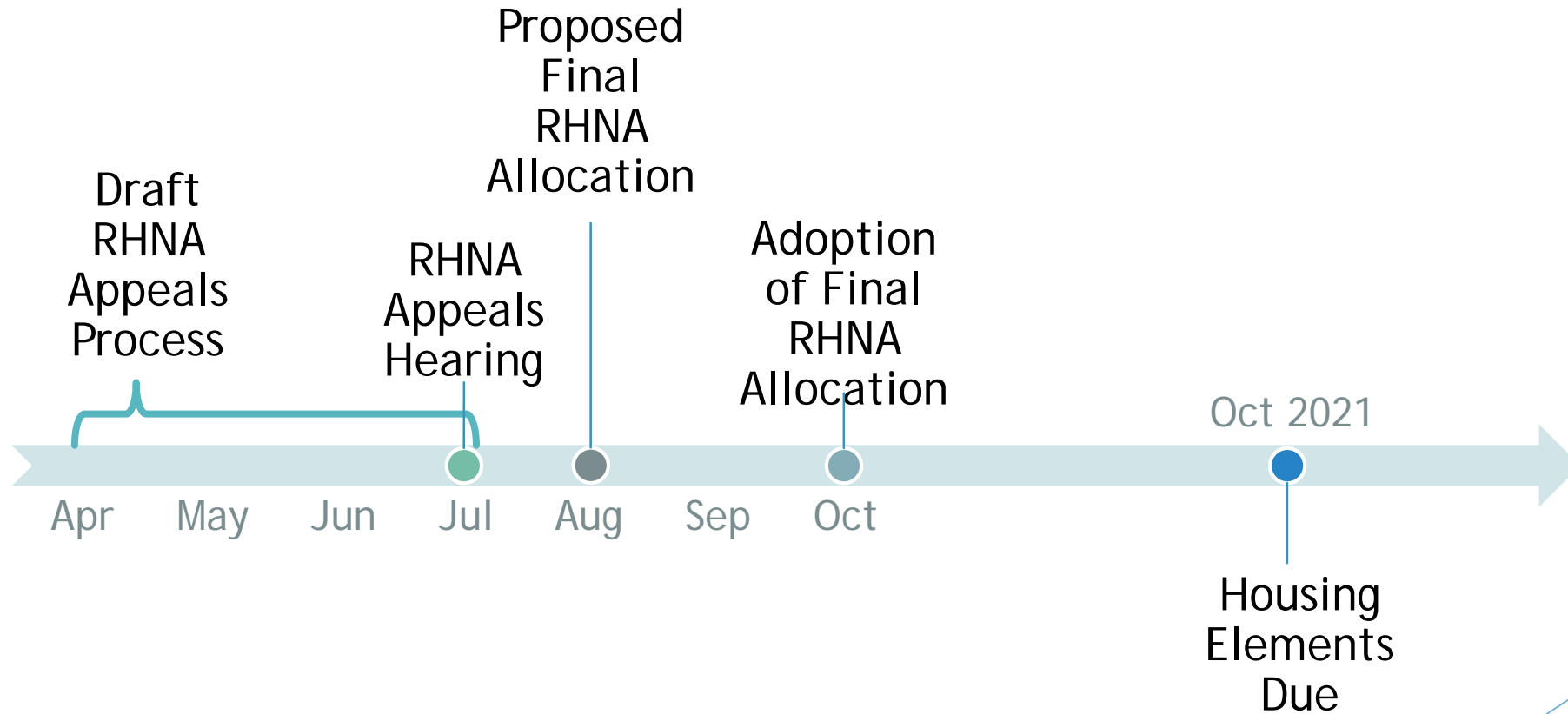
Los
Angeles
County

2,118 units



South
Pasadena

6th RHNA Cycle



RHNA Methodology

- ▶ Southern California Association of Governments (SCAG)



What is the City's RHNA allocation?

Income Level	5 th Cycle (2013-2021)	6 th Cycle (2021-2029)	% Increase
Very Low	17	754	4,335%
Low	10	397	3,870%
Moderate	11	333	2,927%
Above Moderate	25	578	2,212%
Total	63	2,061	3,173%

What does this mean for the City?

- ▶ Housing Element Update
 - ▶ Evaluate existing zoning capacity (1998 General Plan and Mission Street Specific Plan)
 - ▶ Housing Scenarios
 - ▶ Increase density in the Downtown
 - ▶ Increase height limit (1983 Voter Initiative - maximum height of 45 feet)
 - ▶ Increase Accessory Dwelling Units
 - ▶ Change single-family to multi-family residential zones

What are other cities numbers?

City	5 th Cycle (2013- 2021)	6 th Cycle (2021- 2029)	% Increase
Alhambra	1,492	6,810	356%
Los Angeles	82,002	455,565	456%
Pasadena	1,332	9,409	606%
San Marino	2	398	19,800%
South Pasadena	63	2,062	3,173%

What are our next steps?

- ▶ Housing Element Update (Due October 15, 2021)
 - ▶ Public engagement
 - ▶ Parcel analysis of scenarios
 - ▶ Environmental analysis (water, schools, police, etc.)
- ▶ Affordable Housing Policies
 - ▶ Inclusionary Housing
 - ▶ Accessory Dwelling Units
 - ▶ Others

What can I do?

- ▶ Public Engagement Opportunities
 - ▶ Stay informed
 - ▶ Join our mailing list:
HousingElement@SouthPasadenaCA.gov
 - ▶ Visit the Housing Element webpage
 - ▶ Join the discussion
 - ▶ Housing Ad Hoc Committee
 - ▶ Public meetings regarding housing scenarios

Questions/Comments

ATTACHMENT 2
PlaceWorks Housing Element Update - 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: Prepare the 6th Cycle Housing Element Update for submission to the California Department of Housing and Community Development in accordance with state laws, regulations, and statutes.
- 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 February 4, 2020 proposal to City attached hereto as Exhibit A and incorporated herein by this reference.
- 3.2. “Agreement Administrator”: The Agreement Administrator for this project is Margaret Lin, Manager of Long Range Planning and Economic Development. 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 Two Hundred Sixty-Seven Thousand Five Hundred Ninety-Eight Dollars (\$267,598).
- 3.5. “Commencement Date”: March 4, 2020.
- 3.6. “Termination Date”: December 31, 2021

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. Jennifer Gastelum, Principal-in-Charge, 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.

- 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: City of South Pasadena Housing Element Update
 - 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: Margaret Lin, Manager of Long Range Planning and Economic Development, 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

If to Consultant

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

Jennifer Gastelum
Placeworks, Inc.
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. **Remedies Non-Exclusive.** Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance from the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any or all of such other rights, powers or remedies.
- 18.11. **Attorneys' Fees.** If legal action shall be necessary to enforce any term, covenant or condition contained in this Agreement, the prevailing party shall be entitled to an award of reasonable attorneys' fees and costs expended in the action.
- 18.12. **Venue.** The venue for any litigation shall be Los Angeles County, California and Consultant hereby consents to jurisdiction in Los Angeles County for purposes of resolving any dispute or enforcing any obligation arising under this Agreement.

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

“City”
City of South Pasadena

“Consultant”
PlaceWorks, Inc.

By: _____
Signature

By: _____
Signature

Printed: Stephanie DeWolfe

Printed: _____

Title: South Pasadena City Manager

Title: _____

Date: _____

Date: _____

Attest:

By: _____
Evelyn G. Zneimer, City Clerk

Date: _____

Approved as to form:

By: _____
Teresa L. Highsmith, City Attorney

Date: _____

Exhibit A Scope of Work

Task 1. Project Administration

Task 1.1 Project Kick-off Meeting

Consultant will schedule a kick-off meeting with City Staff and the City's environmental consultant to discuss project expectations regarding coordination, reporting, outreach deliverables, and all relevant project information including scope of work/schedule, housing element legal requirements, new State laws, needed amendments to the Housing Element, updates to the Land Use, Safety, and other potential General Plan elements, and list of data needs.

Deliverables: Meeting summary with project goals, objectives, and action items

Task 1.2 Project Schedule Development

Consultant will work with City Staff to draft and finalize a project schedule within 10 working days. The project schedule will include the tasks and milestones discussed at the kick-off meeting to ensure the City meets the Housing Element adoption date of October 15, 2021. The schedule will include project milestones (tasks) with time for staff review of work products throughout the project, public outreach timeline with public meetings and anticipated commission and council hearings, compliance with SB 15 and AB 52 regulations, anticipated environmental review timeline based on conversations with the environmental consultant, and timelines for response to HCD review and certification of the Housing Element Update.

Deliverables: Draft and final project schedule; and monthly schedule updates

Task 1.3 Project Coordination

Consultant will meeting with City Staff for a minimum of 15 progress meetings over the course of the project to review its status and ensure objectives/milestones are being achieved. At least 10 of these check-ins will be conducted as conference calls. Consultant will prepare a meeting summary, including action items, for each meeting. As needed, Consultant will coordinate with staff to prepare presentations to the City and/or stakeholders as necessary. Consultant will review and provide recommendations on the City's Local Early Action Planning Grant application.

Deliverables: 15 progress meetings; meeting summaries; and presentations as needed

Task 1.4 Regional Housing Needs Assessment Support

Consultant will work with the City as needed to research and address questions and concerns related to the RHNA process. Consultant will provide initial consultation on the appeal process; develop a timeline for RHNA review and appeal; and participate in the official appeal process. ***City staff reserves the right to place the subsequent tasks on hold to address any significant changes to the RHNA methodology and allocations (please see attached Project Schedule).***

Deliverables: RHNA feedback and timeline

Task 2. Housing Element Amendment

Task 2.1 Current Housing Element Review

Consultant will review and evaluate the current 2014-2021 Housing Element to determine the revisions that must be made to comply with State law and HCD requirements. Consultant will prepare a summary of all outdated information, tables, exhibits, and illustrations and will provide this to City Staff for review and approval, prior to any information being deleted. Consultant will also work with City Staff to determine the status, effectiveness, and appropriateness of the current 2014-2021 housing programs; and gather all available information regarding specific accomplishments. Consultant will evaluate each program for compliance with State housing laws and identify and document any omissions or deficiencies.

Deliverables: Summary of outdated information; and review of existing housing programs

Task 2.2 Housing Assessment and Needs Analysis

Consultant will update the needs analysis pursuant to Government Code Section 65583 with data from the 2010 US Census and if available, 2020 US Census (available April 2020), American Community Survey, and other relevant sources. The analysis will include: population and demographics, household characteristics, employment/income, housing stock characteristics, housing cost/affordability, special housing needs, fair housing assessment, at-risk housing, and opportunities for energy conservation.

Deliverables: Updated Needs Assessment

Task 2.3 Housing Parcel Identification Analysis

Consultant will evaluate the current General Plan/Mission Street Specific Plan (MSSP) to identify existing capacity. Consultant will also use the current site inventory as a starting point and work with the City to determine which sites are viable RHNA sites based on new state law requirements; including, but not limited to: additional analysis for sites smaller than one-half acre, larger than 10 acres; additional analysis for underutilized sites; identify sites include in the past two housing element cycles that are now required to allow affordable housing by-right; identify if sites are publicly owned; and indicate whether a site has available or planned and accessible infrastructure. Consultant will work with the City to identify additional sites through the General Plan update process and coordinate with the environmental consult to have the General Plan EIR evaluate these sites. Approach will include incorporating the RHNA allocation, documentation of potential sites, investigate alternative RHNA credits, and ensuring sites affirmatively further fair housing. Consultant will complete an analysis of non-vacant sites to address a portion of the RHNA, including the development potential within the planning period by considering the extent that a non-vacant site's existing use impedes additional residential development, the City's past experience converting existing uses to higher density, market trends and conditions, and regulatory or other incentives/standards that encourage additional housing development on non-vacant sites. Consultant will determine if parcels included in the inventory have sufficient, water, sewer, and dry utilities (public safety, schools, etc.) supply available and accessible to support housing development. The analysis will include sufficient detail to determine whether the service levels of water delivery/treatment systems and sewer treatment facilities are sufficient and have capacity to accommodate development on all identified sites in order to accommodate the RHNA. The analysis will include the identification of how many units are feasible on each site and what income category they are appropriate for based on state approved methodology.

If suitable sites to meet the RHNA cannot be identified through the inventory of appropriately zoned vacant and non-vacant sites additional analysis will be conducted. This analysis will include evaluation of changes to City zoning to accommodate additional units including increasing densities, increasing building heights, re-designating/rezoning additional sites or other techniques. This analysis will help identify the preferred additional sites or changes to regulations in order to meet the City's RHNA.

After City Council review of the Housing Parcel Identification Report and direction from Council regarding actions to take related to sites and meeting the RHNA, Consultant shall revise the draft General Plan Update to reflect actions taken by the Council. These actions may include rezoning and/or updates to development standards among other things.

Deliverables: Housing Parcel Identification Report will include the housing parcel identification analysis, underutilized sites analysis, feasibility of infill and densities analysis, and infrastructure analysis; Administrative Draft; Public Draft; Final Draft of the Report (In-Design, PDF format, and 8 hard copies); revisions to the General Plan Update resulting from City Council direction related to the Housing Parcel Identification Report will be included in the draft General Plan Update

Task 2.4 Housing Production Constraints Analysis

Consultant will update the analysis of potential and actual governmental and non-governmental constraints to meeting housing needs, including constraints on maintenance, improvement, and development of housing (pursuant to Government Code Section 65583(a)(4, 5)). Potential constraints to be reviewed include the current draft General Plan Update/Downtown Specific Plan, land use controls, fees and exactions, permit processing procedures, building code and code enforcement, land and construction costs, and the availability of financing. Consultant will identify potential programs and strategies to reduce or remove identified constraints to comply with recent updates to state housing law. Consultant will review the City's Accessory Dwelling Unit (ADU) Ordinance to identify revisions to accommodate more housing units through ADUs. Consultant will update financial and programmatic resources available for affordable housing programs, including local and state funding programs, as well as private sector resources. Consultant will assess current and potential housing programs to recommend future programs that will support the City's housing objectives.

Deliverables: Housing Production Constraints Analysis; and housing resources and opportunities

Task 2.5 General Plan Consistency

Consultant will revise the Housing Element to ensure consistency with other General Plan Update elements, compliance with State law, and certification by October 2021.

Deliverables: Housing Element update consistent with the General Plan Update and State Law

Task 2.6 Revised Maps and Figures

Consultant will revise maps and figures in the Housing Element and other elements of the General Plan to ensure consistency throughout the General Plan Update document.

Deliverables: Revised Maps and Figures

Task 2.7 Housing Goals, Policies, Programs, and Quantified Objectives

Consultant will work with City Staff to update and propose new goals, policies, programs, and quantified objectives (pursuant to Government Code Section 65583 et. sq.) to address identified housing needs and constraints based on the effectiveness and continued appropriateness of existing programs, information received through public outreach, the analysis of constraints, and findings from the needs assessment. Programs will describe specific steps for implementation and will identify a time frame and responsible department. Programs will address all new state requirements since adoption of the existing Housing Element; consistency and compliance with the rest of the General Plan elements and community goals; development controls and regulatory incentives; working to provide housing opportunities for all City residents, including the elderly, veterans, those with disabilities, the homeless, and other special needs groups; fair housing programs; sources of affordable housing funding; preserving and improving existing affordable housing; facilitating development of adequate housing and infrastructure to meet the needs of low and moderate-income households in keeping with the regional fair share allocation; and mitigating any governmental constraints to providing and improving housing.

Deliverables: Housing goals, policies, programs, and quantified objectives to be incorporated into the administrative draft Housing Element

Task 3. Community Engagement and Public Hearings

Task 3.1 Community Outreach Program

Consultant will prepare a community outreach program that meets HCD standards and meaningfully engages a broad array of community interest in the Housing Element update process. The community outreach program will include surveys, noticing, mailers, newsletters, and coordination with stakeholder groups. Consultant will work with City Staff to prepare branded outreach materials for distribution and communication/advertising purposes. Consultant will submit the outreach program to the City for review, comment, and approval within 60 days of contract engagement. Consultant will hold a General Plan Update workshop and six additional workshops early in the process to get input and direction (four of the workshops will focus on parcel identification and two will focus on housing policy development). The Consultant will also hold one meeting with the Chamber of Commerce focused on parcel identification. Two additional public meetings will be held during the Draft Housing Element Review period. The Consultant will hold 6 public hearings with the Planning Commission and City Council. The 6 public hearings will include one working draft meeting with the Planning Commission, one working draft meeting with the City Council, one Public Review draft with the Planning Commission, one Public Review draft with the City Council, one final with the Planning Commission, one final with the City Council, one meeting with the Planning Commission regarding the sites analysis in Task 2.3 and one meeting with the City Council regarding the sites analysis in Task 2.3. Consultant will document input received at the public meetings and hearings.

Deliverables: Draft and Final Community Outreach Program; attendance at 10 public meetings (1 General Plan Workshop, 4 parcel identification workshops, 2 housing policy development, 1 Chamber of Commerce meeting, and 2 public review period meetings); and attendance at 6 public hearings

Task 3.2 Presentation Materials

Consultant will prepare or assist in the preparation of draft staff reports, exhibits, and presentations to the Planning Commission and City Council. This will include all workshop materials, including an email announcement and flyer advertising the workshops, informational posters/boards, PowerPoint presentation, and a summary report of community feedback

Deliverables: Draft staff reports and exhibits as requested; all workshop materials; and summary report of community feedback.

Task 4. Environmental Coordination

Task 4.1 Coordination with Environmental Consultant

Consultant understand that the City will include the Housing Element update within the EIR for the General Plan Update that is currently underway. Consultant will coordinate with the City's General Plan EIR consultant to provide them with the necessary project information for them to analyze and complete the environmental review.

Deliverables: Coordination with Environmental Consultant

Task 4.2 Response to Comments

Consultant will review project specific (non-environmental) public comments and response to comments as necessary.

Deliverables: Response to Comments

Task 5. Facilitation of Review and Approval of General Plan Amendments

Task 5.1 Administrative Draft Housing Element

Consultant will provide City Staff with an Administrative Draft Housing Element for review. The draft will include all sections of the Housing Element as a single submittal. City Staff will provide one consolidated and reconciled set of City Comments on the draft.

Deliverables: Administrative Draft Housing Element in Microsoft Word format

Task 5.2 Public Review Draft Housing Element

Consultant will work with City Staff to review comments/suggestions on the Administrative Draft and prepare a Public Review Draft for public review and comment and for submittal to HCD for the initial 60-day review. Consultant will work with HCD to ensure all requirements are addressed. Consultant will provide the draft via email to all interested parties and agencies to continue public outreach throughout the drafting of the element.

Deliverables: 8 hard copies and one electronic copy of the Public Review Draft Housing Element in Microsoft Word and PDF format

Task 5.3 Final Draft Housing Element

Consultant will prepare a Final Draft that incorporates any changes to the Public Draft from the Planning Commission, City Council, City Staff, and HCD. Consultant will work with City Staff to meet all HCD deadlines and requirements. Consultant will prepare the Final Draft in sufficient time for the Planning Commission and City Council to hold final recommendation and adoption hearings in order to meet the required deadline for adoption.

Deliverables: 8 hard copies, one electronic copy, and two USB copies of the Final Draft Housing Element in Microsoft Word and PDF format

Task 5.4 State Certification and City Adoption

Consultant will maintain strong working relationships with HCD reviewers and serve as the City's liaison to HCD for the submittal of the Draft Housing Element to HCD; meetings and conference calls with City Staff and HCD to discuss comments; incorporating HCD's requested revisions; and submission of the Final Draft to HCD for review and approval.

Deliverables: Two submittals to HCD including cover letters, the review checklist, and printed copies of the Housing Element with highlighted changes and additions; emails and memorandums to address HCD questions and comments, as needed; memos with proposed revisions to the Housing Element resulting from HCD comments incorporated into the Housing Element in strikethrough format for review and approval by City Staff

Task 5.5 Public Notice

Consultant will prepare and carry out the appropriate public noticing and required consultation and notification for General Plan Amendments per local and state regulations. Consultant will coordinate with City Staff to allow for adequate review and oversight of noticing materials and activities. Consultant will ensure all appropriate tribal noticing and consultation in accordance with statutory timelines have been met.

Deliverables: All public noticing materials.

Task 6. SB 18 and AB 52 Consultation

Consultant will complete the online form to request the current tribal list from the Native American Heritage Commission (NAHC) in accordance with SB 18 and draft letters to each of the tribes for placement on City letterhead inquiring whether they want consultation. Consultant will also reach out to any tribes that have been notified by the City that they wish to be consulted as part of the AB 52 process. Consultant will facilitate and attend the consultations if requested. Following the consultation meeting, Consultant will provide the written outcome of the process and a record for the environmental documentation showing that AB 52 consultation has been completed prior to circulation of the Public Review Draft.

Deliverables: Draft letter to NAHC; draft letters to identified tribes; facilitation, attendance, and documentation of requested consultations; and written results of consultation including closure of AB 52 consultation

Task 7. Economic Site Analysis

Consultant will prepare a conceptual site plan for up to three opportunity sites to maximize the development potential under current development code standards to demonstrate that target densities can be achieved. Consultant will prepare a pro forma analysis to assess the financial feasibility of developing each site with the conceptual site plan, based on current market conditions.

Deliverables: Technical memorandum demonstrating the feasibility of infill

Task 8. Rezoning to Meet the RHNA (as needed)

Consultant will work with the City to provide advice and to review zoning text amendments to assist in completing the required rezoning if it has been determined that the City is in a shortfall of sites.

Deliverables: Zoning text amendment recommendations

Task 9. Analysis of Disadvantaged Unincorporated Communities (as authorized by City Staff)

Task 9.1 Initial Analysis to Determine Disadvantaged Communities (DUCs)

Consultant will complete an initial review to determine whether any disadvantaged communities exist in the City's sphere of influence or are surrounded by the City that meet the requirements of SB 244 analysis prepared during the 2014-2021 housing element update process as a starting point.

Deliverables: Analysis to address the requirements of SB 244

Task 9.2 Complete Analysis of Identified DUCs

If needed, Consultant will identify any DUCs and prepare a map identifying any such areas; review water, wastewater, storm water drainage, and structural fire protection needs in unincorporated communities with ten or more dwellings and analyze financing mechanisms that could feasibility be used to extend services to those communities; work with City Staff to determine whether the City is in the process of or will in the near future annex any areas from unincorporated County; and work with the City to determine whether any local developers may be impacted by the annexation piece in SB 244. Consultant will analyze the requirements of SB 244 and prepare a memo for City Staff to present at a public hearing to address the requirements.

Deliverables: Memo analyzing whether the identified DUCs are underserved by infrastructure or services

Task 9.3 Amendment of the Land Use Element

Consultant will work with City Staff to prepare policies to be included in the Land Use Element or other applicable General Plan Elements, if needed. Consultant will provide suggested funding sources to address the identified service or infrastructure deficiencies identified.

Deliverables: Memo containing proposed policy language and amendments to amend the Land Use Element or other applicable General Plan Elements as well as potential funding sources to address the requirements of SB 244

Task 10. Visual Simulations for Housing Sites (as authorized by City Staff)

Consultant will prepare up to eight (8) visual simulations of potential changes to densities and development standards (e.g. heights, setbacks) for housing sites under consideration as part the Housing Parcel Identification Report in Task 2.3. The visual simulations would portray infill housing contextually with surrounding development.

Deliverables: Visual simulations included in the Housing Parcel Identification Report

**Exhibit B
Budget/Fee Schedule**

<u>Task</u>	<u>Hours</u>	<u>Labor Cost</u>	<u>Total</u>
<i>Task 1 Project Administration</i>	124	\$22,215	\$22,659
1.1 Project Kick-off Meeting	22	\$4,035	\$4,116
1.2 Project Schedule Development	32	\$5,100	\$5,202
1.3 Project Coordination	52	\$9,760	\$9,955
1.4 RHNA Support	18	\$3,320	\$3,386
<i>Task 2 Housing Element Amendment</i>	476	\$69,315	\$70,701
2.1 Current Housing Element Review	24	\$2,880	\$2,938
2.2 Housing Assessment and Needs Analysis	41	\$4,460	\$4,549
2.3 Housing Parcel Identification Analysis	305	\$46,935	\$47,874
2.4 Housing Production Constraints Analysis	41	\$4,460	\$4,549
2.5 General Plan Consistency	8	\$800	\$816
2.6 Revised Maps and Figures	11	\$2,040	\$2,081
2.7 Housing Goals, Policies, Programs, and Quantified Objectives	46	\$7,740	\$7,895
<i>Task 3 Community Engagement and Public hearings</i>	276	\$45,030	\$45,931
3.1 Community Outreach Program	178	\$31,490	\$32,120
3.2 Presentation Materials	98	\$13,540	\$13,811
<i>Task 4 Environmental Coordination</i>	24	\$3,760	\$3,836
4.1 Coordination with Environmental Consultant	8	\$1,280	\$1,306
4.2 Response to Comments	16	\$2,480	\$2,530
<i>Task 5 Review and Approval of General Plan Amendments</i>	153	\$22,160	\$22,605
5.1 Administrative Draft Housing Element	40	\$5,680	\$5,794
5.2 Public Review Draft Housing Element	8	\$1,280	\$1,306
5.3 Final Draft Housing Element	8	\$1,280	\$1,306
5.4 State Certification and City Adoption	59	\$8,980	\$9,160
5.5 Public Noticing	38	\$4,940	\$5,039
<i>Task 6 SB 18 and AB 53 Consultation</i>	14	\$2,000	\$2,040
<i>Task 7 Economic Site Analysis</i>	156	\$21,135	\$21,558
<i>Task 8 Rezoning to Meet the RHNA (as needed)</i>	30	\$4,760	\$4,855
<i>Task 9 Analysis of DUCs</i>	64	\$8,780	\$8,955
9.1 Initial Analysis to Determine Disadvantaged Communities	18	\$2,620	\$2,672
9.2 Complete Analysis of Identified DUCs	24	\$3,170	\$3,233
9.3 Amendment of the Land Use Element	22	\$2,990	\$3,050
<i>Task 10 Visual Simulations for Housing Sites</i>	278	\$31,680	\$32,314
Reimbursable Expenses/Direct Costs			\$8,602
Subtotal for Tasks 1-8 and Reimbursable Expenses			\$202,784
TOTAL FOR TASKS 1-8 WITH 10 PERCENT CONTINGENCIES			\$222,202
Subtotal for Tasks 1-10 and Reimbursable Expenses			\$244,053
TOTAL FOR TASKS 1-10 WITH 10 PERCENT CONTINGENCIES			\$267,598

<u>PlaceWorks Staff</u>	<u>Hourly Rate</u>
Gastelum, Principal in Charge	\$195
Tescher, Principal/Local Technical Advisor and Public Outreach	\$240
Sinsheimer, Project Manager	\$160
Nettler, Assistant Project Manager and Outreach Lead	\$195
Walsh, Senior Associate	\$150
Campi, Associate Planner and Outreach Materials	\$140
Wuyek, Associate, Public Outreach	\$135
Shepard, Project Planner	\$100
Kain, GIS	\$195
Graphics	\$110
Technical Editor	\$135
Word Processing/Clerical	\$90

Project Schedule

City of South Pasadena - Housing Element Update

	2020	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	2021	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	
Milestone/Task																								
Project Kick-Off Meeting	█																							
Project Schedule Development	█																							
Project Coordination	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	
RHNA Support (as needed)		█	█	█	█	█																		
Housing Element Review and Evaluation	█																							
Prepare Housing Parcel Identification Report	█	█	█	█	█	█	█	█	█	█														
Prepare Administrative Draft	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	
Parcel Identification Workshops and Chamber of Commerce Meeting			█		█	█	█	█	█															
Planning Commission Meetings on Sites				█	█		█																	
City Council Meetings on Sites					█			█																
Policy Workshop									█															
Planning Commission working draft meeting			█																					
Policy Workshop										█														
City Council working draft meeting								█																
Finalize Sites Inventory – RHNA Adoption									█	█														
Administrative Draft for Staff Review															█	█								
Prepare Public Review Draft																█								
Planning Commission Hearing for recommendation to Submit Draft to HCD																	█							
City Council Hearing for Approval to Submit Draft to HCD																		█						
Submit Public Review Draft to HCD (60-Day Review)																		█	█					
Conference Call with HCD to address any questions or issues; City Receives a "Conditional Compliance" Letter from HCD																			█					
Environmental Document*																								
Planning Commission hearing--Recommendation for Adoption																						█		
City Council Hearing -- Adoption																						█		
Submit Final Adopted Housing Element to HCD – Review and Certification (Up to 90 Days)																							█	█

Following Task 1.4 RHNA Support: City staff reserves the right to place the subsequent tasks on hold to address any significant changes to the RHNA methodology and allocations.

ATTACHMENT 3
PlaceWorks General Plan Update and Downtown
Specific Plan - First Contract Amendment

FIRST AMENDMENT TO
AGREEMENT FOR SERVICES

THIS AMENDMENT (“Amendment”) is made and entered into on the 4th day of March, 2020 by and between the CITY OF SOUTH PASADENA (“City”) and PlaceWorks.

RECITALS

WHEREAS, on August 17, 2019, the City Council approved a Professional Services Agreement (PSA) with PlaceWorks to finalize the City’s General Plan Update and Downtown Specific Plan (GP/DTSP); and

WHEREAS, the Term of the Agreement is through December 31, 2019, with the option to extend upon written agreement of the parties; and

WHEREAS, the Payment for Services in the Agreement shall not exceed the original authorized amount of \$128,733 unless the City has given specific advance approval in writing; and

WHEREAS, the City and Consultant desire to expand the scope of services to incorporate the 2021 Housing Element Update into the GP/DTSP and extend the contract term by 24 months.

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

1. PARAGRAPH 3.1 “Scope of Services” is amended by adding an additional Scope of Services as set forth in Exhibit 1, attached and incorporated by this Amendment.
2. PARAGRAPH 3.4 “Maximum Amount” is amended to read as follows: The highest total compensation and costs payable to Consultant by the City under this Agreement. The Maximum Amount under this Agreement is Two Hundred Thirty-Five Thousand Three Hundred Twelve Dollars (\$235,312), which is comprised of One Hundred Twenty-Eight Thousand Seven Hundred Thirty-Three Dollars (\$128,733) for the original Scope of Services; and One Hundred Six Thousand Five Hundred Seventy-Nine Dollars (\$106,579) for the additional scope of work to incorporate the 2021 Housing Element Update into the GP/DTSP and extend the contract term to December 31, 2021.
3. PARAGRAPH 3.6 “Termination Date” is amended to read: December 31, 2021, or when the work is satisfactory completed, whichever occurs first, or unless extended by a supplemental amendment.
4. PROVISIONS OF AGREEMENT. All other terms, conditions, and provisions of the Agreement to the extent not modified by this Amendment, shall remain in full force and effect.

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

“CITY”
City of South Pasadena

“Consultant”
PlaceWorks

By: _____
Signature

By: _____
Signature

Printed: Stephanie DeWolfe

Printed: _____

Title: City Manager

Title: _____

Date: _____

Date: _____

Attest:

By: _____
Evelyn G. Zneimer, City Clerk

Date: _____

Approved as to form:

By: _____
Teresa L. Highsmith, City Attorney

Date: _____

Exhibit 1 Scope of Services/Budget

Task 1.0 Planning Commission Meetings

(Budget for this task covered by existing contractual agreement)

Consultant will participate in three (3) meetings with the Planning Commission to review and receive feedback for the City's development standards, signage guidelines, and events policies (scheduled for March 10, April 14, and May 12). For each, Consultant will discuss meeting objectives and desired outcomes, prepare a draft PowerPoint presentation for staff review and final version incorporating revisions in response to staff's comments, and attend and participate in the meetings.

Deliverables: Prepare Draft and Final PowerPoint presentations (one (1) PPT and one (1) PDF format for each); attendance and participation in three (3) Planning Commission meetings

Task 2.0 Additional Planning Commission Meetings and Public Forums

Consultant will participate in up to nine (9) additional Planning Commission meetings and/or public workshops and forums to review and receive feedback for other draft GP and DTSP sections and content. For each, Consultant will discuss meeting objectives and desired outcomes, prepare a draft PowerPoint presentation for staff review and final version incorporating revisions in response to staff's comments, and attend and participate in the meetings and workshops/forums.

Deliverables: Prepare Draft and Final PowerPoint presentations (one (1) PPT and one (1) PDF format for each); and graphics and/or text input for display boards (to be selected, in digital format); and attendance and participation in nine (9) Planning Commission/Public Workshops

Task 3.0 Revised Public Draft General Plan and Downtown Specific Plan

Consultant will assist City staff in preparing revised public drafts of the GP and DTSP amending or revising existing content in response to comments received during the public period review period. Consultant will develop and submit a catalog listing comment letters and messages received, review the categories of comments compiled by City staff, meet with staff to identify the scope of revisions to be prepared and assign responsibilities for these, prepare revised plan text and graphics as determined, review and confirm these revisions with staff, and prepare final versions for inclusion in revised drafts that will be subject to Planning Commission and City Council public hearings. The scope of Consultant's revisions will be determined based on the maximum budget established for this task. It is understood that Consultant will submit text and graphic input to City staff, who will be responsible for final text and formatting of the plan documents.

Deliverables: Input for revised General Plan and Specific Plan documents: Digital files of text, tables, maps, and illustrations (as determined with City staff)

Task 4.0 Coordination with and Plan Revisions to Reflect Housing Element

As the GP's capacity for new housing development is less than the City's Regional Housing Needs Assessment (RHNA) allocation from the Southern California Association of Governments (SCAG), it is understood that a priority task for the Housing Element (HE) consultant team will be the identification and evaluation of the feasibility and implications of developing housing on

additional sites and/or modification of existing or planned development standards, including building heights and densities. Changes in these resulting from the HE work program, will be incorporated into the revised General Plan and Downtown Specific Plan in the preceding work task. To ensure consistency and for efficiency, the GP/DTSP team will work collaboratively with the HE team and be actively involved in the site evaluation process. Budget for much of this work has been separately identified in the HE work program.

Deliverables: Input for revised General Plan and Specific Plan documents as determined with City Staff (digital files of text, tables, maps, and illustrations)

Task 5.0 Public Hearings

(Budget for this task covered by existing contractual agreement)

Consultant will participate in two public (2) hearings with the Planning Commission and two (2) public hearings with the City Council to adopt the updated GP and DTSP and certify the EIR. Consultant will work with City staff in developing content for the staff reports and preparing PowerPoint presentations. At the hearings, Consultant 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 Consultant staff members.

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); and attendance and participation in two (2) Planning Commission meetings and two (2) City Council Meetings

Task 6.0 Project Management

Consultant will participate in additional 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. Consultant will prepare a meeting agenda in consultation with City staff and summarize outcomes and action items in a memorandum.

Deliverables: Meeting agendas (digital file); and summary of action items (digital file)

BUDGET

<u>Task</u>	<u>Labor Fee</u>			<u>Labor Cost</u>
	<u>Principal</u>	<u>Project Manager</u>	<u>Planner</u>	
	<u>\$240</u>	<u>\$195</u>	<u>\$125</u>	
Task 1 Planning Commission Meetings	Covered by existing contract			
Task 2 Additional Commission Meetings and Public Forums	63	36	9	\$23,265
Task 3 Revised Public Draft General Plan and Downtown Specific Plan	58	126	36	\$42,990
Task 4 Coordination with Housing Element	4	20	8	\$5,860
Task 5 Public Hearings	Covered by existing contract			
Task 6 Project Management	32	64	0	\$20,160
			Subtotal	\$92,275
			Reimbursable Expenses	\$4,614
			Contingency	\$9,689
			Total	\$106,579

ATTACHMENT 4
PlaceWorks General Plan Update and Downtown
Specific Plan - 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

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- 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

By: 
Signature

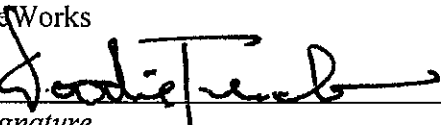
Printed: Stephanie DeWolfe

Title: South Pasadena City Manager

Date: 4/17/19

“Consultant”

PlaceWorks

By: 
Signature

Printed: Woodie Tescher

Title: Principal, PlaceWorks

Date: 5.1.2019

Attest:

By: 
Evelyn G. Zneimer, City Clerk

Date: 4/17/19

Approved as to form:

By: 
Teresa L. Highsmith, City Attorney

Date: 4/17/19

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 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

**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. PlaceWorks 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			Cost
	Principal \$240	PM \$190	Planner \$125	
1. MANAGING AND ORGANIZING THE WORK PROGRAM				
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>				<i>\$15,720</i>
2. REVISED AND FINALIZED GP AND DOWNTOWN SP				
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		\$380
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	\$5,260
Post on City web page (format)		1	4	\$690
<i>Sub-Total</i>				<i>\$29,210</i>
3. PUBLIC ENGAGEMENT				
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		\$3,440
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>\$47,240</i>
4. PUBLIC HEARINGS AND ADOPTION				
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>
5. CONTINGENCY--RESEARCH AND PREPARATION				
Work scope additions	16	24	24	\$11,400
<i>Sub-Total</i>				<i>\$11,400</i>
TOTAL LABOR COST				\$117,030
DIRECT COSTS (10% LABOR COST)				\$11,703
TOTAL ESTIMATED BUDGET				\$128,733

ATTACHMENT 5
Psomas - Second Contract Amendment

SECOND AMENDMENT TO
AGREEMENT FOR SERVICES

THIS AMENDMENT (“Amendment”) is made and entered into on the 4th day of March, 2020 by and between the CITY OF SOUTH PASADENA (“City”) and PSOMAS (“Consultant”).

RECITALS

WHEREAS, on August 17, 2019, the City Council approved a Professional Services Agreement (PSA) with Psomas to provide a second administrative draft for the General Plan and Downtown Specific Plan Program Environmental Impact Report; and

WHEREAS, the Term of the Agreement is through December 31, 2019, with the option to extend upon written agreement of the parties; and

WHEREAS, the Payment for Services in the Agreement shall not exceed the original authorized amount of \$98,480 unless the City has given specific advance approval in writing; and

WHEREAS, on November 6, 2019, the City Council approved the first amendment to the PSA to include a subconsultant to analyze and develop a Vehicle Miles Traveled threshold; and

WHEREAS, the Payment for Services in the Agreement was increased by Forty-One Thousand, Nine Hundred and Forty-Two Dollars (\$41,982) for a total not-to-exceed amount of One Hundred and Forty Thousand, Four Hundred and Twenty-Two Dollars (\$140,422); and

WHEREAS, the City and Consultant desire to expand the scope of services to include the environmental analysis associated with the 2021 Housing Element Update and extend the contract term by 24 months.

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

1. PARAGRAPH 3.1 “Scope of Services” is amended by adding an additional Scope of Services as set forth in Exhibit 1, attached and incorporated by this Amendment.
2. PARAGRAPH 3.4 “Maximum Amount” is amended to read as follows: The highest total compensation and costs payable to Consultant by the City under this Agreement. The Maximum Amount under this Agreement is Two Hundred Twenty-Nine Thousand Two Hundred Fifty-Nine Dollars (\$229,259), which is comprised of Ninety-Eight Thousand, Four Hundred Eighty Dollars (\$98,480) for the original Scope of Services; Forty-One Thousand, Nine Hundred and Forty-Two Dollars (\$41,982) for the VMT Scope of Services; and Eighty-Eight Thousand Seven Hundred Ninety Seven Dollars (\$88,797) for the additional environmental analysis associated with the 2021 Housing Element Update and extension of the contract term

by 24 months.

3. PARAGRAPH 3.6 "Termination Date" is amended to read: December 31, 2021, or when the work is satisfactory completed, whichever occurs first, or unless extended by a supplemental amendment.

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

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

"CITY"
City of South Pasadena

"Consultant"
Psomas

By: _____
Signature

By: _____
Signature

Printed: Stephanie DeWolfe

Printed: _____

Title: City Manager

Title: _____

Date: _____

Date: _____

Attest:

By: _____
Evelyn G. Zneimer, City Clerk

Date: _____

Approved as to form:

By: _____
Teresa L. Highsmith, City Attorney

Date: _____

Exhibit 1

Scope of Services/Budget

TASK 1 DRAFT PROGRAM ENVIRONMENTAL IMPACT REPORT

Task 1.1 Revised Administrative Draft Program Environmental Impact Report (Augment)

Consultant will revise the in-progress PEIR to address the Housing Element to be prepared by PlaceWorks. The total number of dwelling units to accommodate the Regional Housing Needs Analysis (RHNA) allocation is anticipated to be approximately 2,200, which includes the 589 units as currently proposed in the General Plan Update and Downtown Specific Plan, accessory dwelling units (ADU) as allowed under the current ADU ordinance, and units in other locations. The parcel location of all dwelling units is to be determined. Consultant will also revise the in progress PEIR to reflect the environmental checklist questions (thresholds) that were substantively revised in the 2019 State CEQA Guidelines. An additional alternative will be included in the PEIR, reflecting analysis of the currently proposed 589 dwelling units and 430,000 square feet of non-residential. Consultant will begin incorporation of the Housing Element into the Revised Administrative Draft PEIR upon receipt of parcel/location and total housing unit data from the City that is not expected to change.

A Revised Administrative Draft PEIR will be electronically submitted to the City for review and comment within eight weeks following Consultant's receipt of the Housing Element data. This will include a clean .PDF of the PEIR sections and all technical reports, and clean and redline Word files to facilitate review of the revised document. The previously approved Task 1.2, Approval Draft EIR and Public Review, is not proposed to be augmented.

Deliverables: Revised Administrative Draft PEIR

Task 1.3 Reproduction and Distribution of PEIR (New)

Consultant will produce 50 CDs of the Draft PEIR for distribution to the mailing list, 10 hardcopies of the Draft PEIR (6 with electronic copies of Technical Appendices; 4 with hard copies of the Technical Appendices) for City staff and library/public review. All hard copies will include a CD copy of the Draft PEIR and Technical Appendices inside the front cover. A Notice of Completion (NOC) and a Notice of Availability (NOA) will also be prepared by Consultant, submitted to the City for one round of review and revision. The City-approved NOA will be submitted to the County Clerk and the State Clearinghouse (SCH). The SCH submittal will also include 15 CDs of the Draft EIR, and 15 hard copies of the Executive Summary. Fees anticipate using overnight delivery for packages going to the City, the SCH, and all Responsible Agencies (a maximum of 24, including SCH and libraries), except for those going to a P.O. Box, which will be delivered using Certified Mail via the U.S. Postal Service (USPS). All other packages (up to 500) will include a copy of the NOA and will be delivered using USPS First-Class Mail.

Consultant will assist in finalizing the Draft PEIR mailing list used for Notice of Preparation (NOP) distribution, and will coordinate the reproduction and distribution of the NOA, CDs, and hard copies to the mailing list for the 60-day public review period. Consultant will hand deliver the NOA to the County of Los Angeles Clerk-Recorder and collect a stamped copy and filing fee receipt; the filing fee for the NOA (\$75.00) is included in the direct costs. Consultant will prepare the draft legal notice (NOA Ad) for publication in a newspaper of general circulation in the South Pasadena area for one day and will coordinate the posting of the NOA Ad in the paper, including the fees for posting. This task includes one round of review and comment of the NOA Ad by the

City. The total newspaper publishing fee is included in the Consultant fee estimate for an amount not to exceed \$2,500.

Deliverable: Draft PEIR distribution (50 CDs, 10 hard copies); Notice of Availability (including filing); Notice of Completion; Notice of Preparation distribution; legal notice; and newspaper publication

TASK 2 FINAL PROGRAM ENVIRONMENTAL IMPACT REPORT

Task 2.1 Draft Response to Comments and Mitigation Monitoring and Reporting Program (Augment)

Based on the anticipated high level of controversy regarding accommodation of the RHNA allocation as part of the City's Housing Element, an increased level of effort to respond to public comments on the Draft PEIR is proposed. Consistent with the approved Scope of Work, upon completion of the public review period for the Draft PEIR, Consultant will review all written comments received on the Draft PEIR and will organize the comments and coordinate with the City on the approach to preparing responses to comments. Consultant will prepare the draft Response to Comments (RTC) and Mitigation Monitoring and list the changes to the Draft PEIR in response to the comments received. Also, this task includes Iteris' assistance in transportation-related responses to comments. If more extensive comments are received and it appears that additional effort will be necessary to prepare adequate responses, Consultant will notify the City for consideration of a budget augment. Six weeks following our receipt of all comment letters, Consultant will submit the draft Response to Comments and MMRP document electronically to the City for review and comment.

Deliverable: Draft Response to Comments and Mitigation Monitoring and Reporting Program

Task 2.2 Final Response to Comments and Mitigation Monitoring and Reporting Program (Augment)

Based on the greater number of comments, and therefore responses, on the Draft EIR, an increased level of effort to incorporate City comments on the Draft RTC/MMRP document is proposed. Task includes additional professional staff time necessary to prepare the Final RTC/MMRP. Three weeks following our receipt of compiled comments from the City, Consultant will revise the RTC/MMRP accordingly, and the final document will be electronically submitted for City use during PEIR certification. Consultant will coordinate mailing out the responses to each agency that provided comments on the PEIR at least ten calendar days prior to any public hearings on the Project. Fees anticipate using overnight delivery of the responses to each responsible agency.

Deliverable: Final Response to Comments and Mitigation Monitoring and Reporting Program

TASK 3 PROJECT MANAGEMENT AND MEETINGS

Task 3.1 Project Management and Quality Control (Augment)

This task includes additional project management and QA/QC time, to provide coordination among the Project team during preparation of proposed technical studies, resolve issues as they arise, and ensure compliance with the expanded Scope of Work and schedule, among other efforts.

Deliverable: Expanded project management

Task 3.2 Attendance at Public Meetings/Hearings (Augment)

This task includes attendance at additional meetings and/or participation in conference calls by Ms. Neary to coordinate with the City and other team members on the CEQA process, preparation for and participation in the Scoping Meeting associated with the Recirculated NOP, and any other consultation requested up to the fee estimate. As part of the Scoping Meeting, Consultant will assist in preparing a PowerPoint slide presentation, provide sign-in sheet and comment cards, and co-facilitate the meeting with the City.

Deliverable: PowerPoint slide presentations; meeting materials; and meeting facilitation

TASK 6 TECHNICAL STUDIES

Task 6.1 Transportation and Circulation Analyses (Augment)

Iteris, as a subconsultant to Consultant, will perform the following tasks and prepare the associated deliverables, as listed below.

- Iteris will work with the City and Consultant to provide transportation analysis of the implementation of the RHNA housing allocation in the City of South Pasadena in its Housing Element Update. The estimated location of RHNA housing units within the City and resulting population growth will be assigned to traffic analysis zones in the SCAG travel demand model and a new model scenario will be created and compared to the approved General Plan land use scenario. Changes in vehicle miles traveled characteristics will be produced for CEQA analysis of the Housing Element and will be summarized in a technical memorandum.
- The analysis of the RHNA housing units' effect on vehicle and non-vehicle transportation will be summarized in tables, graphics, and text in a separate technical memorandum to assist the City in presenting the implications of the South Pasadena RHNA allocation. These will be presented in a discussion of the location of the new housing units; their relation to transit and active transportation facilities, estimated needs for overnight parking, and the forecasted change in roadway usage. These conditions will be shown with analysis of:
 - Growth in traffic on arterial streets (total and percent)
 - Increased Gold Line ridership
 - Gold Line and bus line Last Mile Access
 - Bicycle access
 - Estimated parking needs
- The scope assumes participation in four team coordination meetings and attendance; presentation at three public meetings;

Deliverable: Expanded transportation analysis; four (4) team coordination meetings; and three (3) public meetings

Task 6.4 Cultural Resources Records Search and Analysis Update (New)

The cultural and tribal cultural resources PEIR section will be updated based on data from the California Historical Resources Information System (CHRIS), the previous historic/built environment analyses provided by the City, and the South Pasadena Historic Resource Inventory. This task includes a review of recent research conducted for the City, a 2020 records and literature review for archaeological resources conducted through the CHRIS by Consultant, an updated Native American Heritage Commission (NAHC) Sacred Lands File (SFL) search, a 2020 paleontological records search through the Vertebrate Paleontology Section of the Natural History Museum of Los Angeles County (NHMLAC), and preparation of the cultural resources

and paleontology analyses of the PEIR, as described in more detail below. This task does not include field surveys, including a pedestrian archaeological survey, a pedestrian paleontological survey, or architectural assessment/windshield studies.

Cultural Record Searches and Literature Reviews

Consultant will conduct an archaeological records search through the CHRIS at the South-Central Coastal Information Center (SCCIC) to conduct a records search for the area of potential effect (APE). For purposes of this project, this search will encompass a ½-mile search radius around the APE. This task assumes the SCCIC records search can be completed in one business day. Copies of all previously recorded cultural resources records and relevant cultural resources reports within the search radius will be obtained. Consultant will also inspect any historical maps and aerials, U.S. Geologic Survey plats, and Government Land Office (GLO) plats that depict the project APE. Additionally, Consultant will request the NAHC conduct a search of the SLF database for the project APE. Since the City has completed a historic resource analysis (in the PEIR) for the built environment, Consultant will only consult the Built Environment Resource Directory (BERD) for historic resources added to the directory between 2002-2020 (not to exceed 200 listings). This scope assumes that all other historic data stored on the HRI or BERD will be provided by the City. This task does not include California Register of Historical Resources evaluations or re-evaluations of any structures and or districts omitted in the past analyses. Consultant will synthesize the EIR.

Paleontological Record Searches and Literature Reviews

Additionally, Consultant will request a paleontological resources records search and literature review for the Project APE, including a ½-mile search radius, from the NHMLAC. The NHMLAC provides a letter summarizing information on geological formations and known paleontological localities (if any) near the Project APE, and a determination of the paleontological sensitivity of the geologic units underlying the APE. This information will be used to update the analysis in the in-progress PEIR.

Cultural Resource and Paleontological Analyses

The cultural resources and paleontology analyses of the PEIR will be updated based on data collected from the record searches and literature reviews (described above). The analyses will include a prehistoric, historic, and geological background, methods, archival results, and recommendations for additional resource management/mitigation measures, if appropriate.

Deliverable: Historic Resource Inventory review/records search; and updated paleontological and cultural resource analysis (as needed)

Task 6.5 Energy Analysis (New)

Consultant will provide a qualitative discussion of existing and anticipated energy consumption from the construction and operations phases for future implementation of the General Plan Update and Housing Element. A qualitative approach is recommended for this analysis due to the speculative nature of assessing energy consumption related to existing buildings, which had been developed based on numerous energy efficiency standards adopted over decades as well as projecting the energy consumption for future buildings for which energy efficiency standards have yet to be developed. In addition, the composition of the existing fleet of roadway vehicles travelling within the City are also changing annually in terms of the corporate average fuel economy and the increasing adoption of alternative fueled vehicles. Consequently, qualitative

discussions of existing and future energy efficiency standards and energy consumption will be developed. Potential impacts will also be assessed relative to the Project's consistency with the applicable regional, State, and City plans and policies. The results of the energy study analysis will be presented in the energy section of the PEIR. If potential significant impacts are identified, Consultant will recommend mitigation measures to address those impacts.

Deliverable: Energy analysis and mitigation measures

TASK 7 RECIRCULATED NOTICE OF PREPARATION (NEW)

Consultant will prepare a draft Recirculated Notice of Preparation of an EIR (NOP), which will also include information about the Scoping Meeting. Consultant will submit the Recirculated NOP in electronic format to the City for review and comment. Once comments have been received, Consultant will revise the Recirculated NOP accordingly and prepare it for final review and approval to circulate. It is assumed the mailing list used for the 2018 NOP will be updated, as needed, by the City for distribution of the Recirculated NOP. This task includes some time to assist in mailing list preparation. Consultant will reproduce and distribute the NOP to all parties on the mailing list for the 30-day NOP comment period. Consultant will hand deliver the Recirculated NOP to the County of Los Angeles Clerk-Recorder and collect a stamped copy and filing fee receipt; the filing fee for the NOP is included in the direct costs. Consultant will prepare a NOC, which will be submitted to the SCH along with the Recirculated NOP. Fees anticipate using overnight delivery of the Recirculated NOP to the City, SCH, and all Responsible Agencies (a maximum of 24, including SCH and libraries), except for those going to a P.O. Box, which will be delivered using Certified Mail via the U.S. Postal Service (USPS). All other packages (up to 500) will be delivered using USPS First-Class Mail. Participation in the Scoping Meeting is included in the proposed augment to Task 3.2, Attendance at Public Meetings/Hearings.

Deliverable: Recirculated Notice of Preparation; Scoping Meetings

TASK 8 CONTINGENCY (AUGMENT)

Consistent with City request, this task includes a not-to-exceed budget equivalent to 10 percent of the fees for the above-listed tasks for work efforts requested by the City that may exceed the anticipated level of effort, such as, but not limited to, to more intense public involvement/written responses, additional rounds of document review or revision, additional meeting attendance or project management activities, and substantive changes to the General Plan Update and/or Housing Element. Funds in this contingency task will not be used without prior written authorization from the City, including written understanding between the City and Consultant of the work product/activity and anticipated level of effort.

Deliverable: Contingency

TASK 9 TRIBAL CONSULTATION ASSISTANCE (as authorized by City Staff)

If needed, Consultant will provide support to the City to fulfill the agency-to-agency consultation requirements under Assembly Bill (AB) 52 and Senate Bill (SB) 18, which will be required. This includes assisting in consultation with California Native American Tribes, identification of tribal cultural resources, and developing appropriate mitigation measures. This task assumes the preparation of up to six letters on City letterhead; one round of review by the City; and telephone consultation in concert with the City, as needed to consult with Tribes. Consultant can provide further support related to AB 52/SB 18 consultation, such as additional meetings,

minutes, development of non-standard mitigation measures, or additional site visits, subject to a scope and budget augment. The information provided by the City will be synthesized in the Tribal Cultural Resources analysis of the PEIR.

Deliverable: Tribal consultation analysis

BUDGET

<u>Task</u>	<u>Labor Fee</u>	<u>Direct Costs</u>	<u>Total</u>
Task 1 Draft Program Environmental Report			
1.1 Revised Administrative Draft PEIR (Augment)	\$17,479	\$0	\$17,479
1.3 Reproduction and Distribution of PEIR (New)	\$3,690	\$5,250	\$8,940
Task 2 Final Program Environmental Report			
2.1 Draft RTC and MMRP (Augment)	\$7,330	\$1,980	\$9,310
2.2 Final RTC and MMRP (Augment)	\$2,250	\$1,000	\$3,250
Task 3 Project Management and Meetings			
3.1 Project Management and Quality Control (Augment)	\$4,640	\$0	\$4,640
3.2 Attendance at Public Meetings/Hearings (Augment)	\$3,480	\$0	\$3,480
Task 6 Technical Studies			
6.1 Transportation and Circulation Analyses (Augment)	\$1,040	\$17,417	\$18,457
6.4 Cultural Resources Records Search and Analysis Update (New)	\$3,621	\$700	\$4,321
6.5 Energy Analysis (New)	\$4,640	\$0	\$4,640
Task 7 Recirculated Notice of Preparation (New)	\$5,050	\$550	\$5,600
Task 8 Contingency (Augment)	\$7,452	\$0	\$7,452
Task 9 Tribal Consultation Assistance	\$1,228	\$0	\$1,228
		Total	\$88,797

ATTACHMENT 6
Psomas - First Contract Amendment

FIRST AMENDMENT TO
AGREEMENT FOR SERVICES

THIS AMENDMENT ("Amendment") is made and entered into on the 6th day of November, 2019 by and between the CITY OF SOUTH PASADENA ("City") and Psomas.

RECITALS

WHEREAS, on August 17, 2019, the City Council approved a Professional Services Agreement with Psomas to provide a second administrative draft for the General Plan and Downtown Specific Plan Program Environmental Impact Report; and

WHEREAS, the Term of the Agreement is through December 31, 2019, with the option to extend upon written agreement of the parties; and

WHEREAS, the Payment for Services in the Agreement shall not exceed the original authorized amount of \$98,480 unless the City has given specific advance approval in writing; and

WHEREAS, the City and Consultant desire to amend the scope of services to include Iteris as a subconsultant to analyze and develop a Vehicle Miles Traveled (VMT) threshold.

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

1. PARAGRAPH 3.1 "Scope of Services" is amended by adding an additional Scope of Services as set forth in Exhibit 1, attached and incorporated by this Amendment.
2. PARAGRAPH 3.4 "Maximum Amount" is amended to read as follows: The highest total compensation and costs payable to Consultant by the City under this Agreement. The Maximum Amount under this Agreement is One Hundred and Forty Thousand, Four Hundred and Twenty-Two Dollars (\$140,422), which is comprised of Ninety-Eight Thousand, Four Hundred Eighty Dollars (\$98,480) for Exhibit A Scope of Services and Forty-One Thousand, Nine Hundred and Forty-Two Dollars (\$41,982) for Exhibit 1 Scope of Services.
3. PARAGRAPH 3.6 "Termination Date" is amended to read: June 30, 2020, or when the work is satisfactory completed, whichever occurs first, or unless extended by a supplemental amendment.
4. PROVISIONS OF AGREEMENT. All other terms, conditions, and provisions of the Agreement to the extent not modified by this Amendment, shall remain in full force and effect.

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

“CITY”
City of South Pasadena

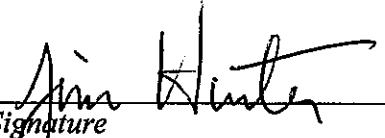
By: 
Signature

Printed: Stephanie DeWolfe

Title: City Manager

Date: 11/13/2019

“Consultant”
Psomas

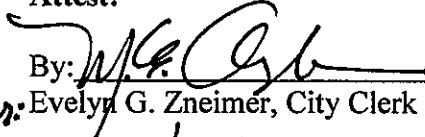
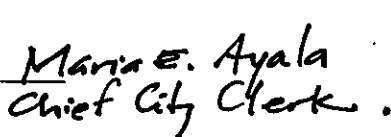
By: 
Signature

Printed: Jim Hunter

Title: Vice President

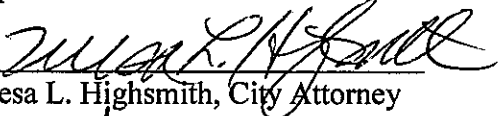
Date: 11/11/19

Attest:

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

Date: 11/13/2019

Approved as to form:

By: 
Teresa L. Highsmith, City Attorney

Date: 11/13/2019

EXHIBIT 1
VEHICLE MILES TRAVELED THRESHOLD
SCOPE OF WORK

This Scope of Work includes a task for a subconsultant, Iteris, to assist in the development of a Vehicle Miles Traveled (VMT) methodology and threshold appropriate for the City that will be incorporated into the Program Environmental Impact Report (EIR) for the General Plan Update and Downtown Specific Plan. With preparation of a Transportation Analysis based on VMT parameters, the air quality, greenhouse gas (GHG) emissions, and noise analyses will also be updated to be consistent.

TASK 3 PROJECT MANAGEMENT AND MEETINGS (AUGMENT)

Task 3.1 Project Management and Quality Control

As of September 30, 2019, the existing budget for Task 3.1 has been exhausted and exceeded due to unplanned team coordination and efforts to resolve the question of VMT compliance. This task includes up to 48 hours of additional project management time, to provide coordination among the Project team during preparation of proposed technical studies, resolve issues as they arise, and ensure compliance with the expanded Scope of Work and schedule, among other efforts.

Task 3.2 Attendance at Public Meetings/Hearings

This task includes up to 16 hours of attendance at additional meetings and/or participation in conference calls by Ms. Neary to coordinate with the City and other team members on the development of VMT thresholds and other factors of SB 743 compliance, parameters for the updated traffic analysis (new Task 6.3), consistency in assumptions among the three new technical studies, and any other consultation requested up to the fee estimate.

TASK 6 TECHNICAL STUDIES (NEW)

Task 6.1 Air Quality and Greenhouse Emissions Analysis Update

Psomas will update the air quality and GHG emissions sections of the Administrative Draft PEIR, submitted to the City in July 2018 to reflect quantitative air quality and GHG analyses based on a VMT approach, vehicle fleet mix, and other transportation-related inputs to be revised. Criteria air pollutant and GHG emissions will be quantified using the California Emissions Estimator Model (CalEEMod) in accordance with South Coast Air Quality Management District (SCAQMD) guidelines. A review of the air quality and GHG emissions sections will also include updates to any language and/or information that is now outdated, such as the local air quality monitoring data and regulatory setting. Mitigation measures will be reviewed and revised as needed in light of the updated air quality and GHG impact analyses. Supporting data will be included as an appendix to the PEIR.

Task 6.2 Noise Analysis Update

Psomas will update the noise section of the Administrative Draft PEIR to reflect quantitative noise analyses based on a VMT approach, vehicle fleet mix, and

other transportation-related inputs to be revised. The noise level measurements taken in 2018 by Urban Crossroads, Inc. are still representative of existing conditions within the City and will be used in the updated section. Traffic noise contours for existing and future Without\With Project conditions will be reanalyzed with the latest traffic data. Traffic noise analyses will be conducted based on quantification methods developed by the Federal Highway Administration. Noise and vibration exposure from the Metro Gold Line to sensitive land uses within the City will be evaluated based on published noise and vibration studies for the Metro Gold Line, which are assumed to be adequate for this purpose. Changes in traffic noise and traffic noise exposure related to the proposed General Plan and DTSP Update will be based on the standards and impact criteria adopted by the City. Mitigation measures will be reviewed and revised as needed in light of the updated noise and vibration impact assessment. Supporting data will be included as an appendix to the PEIR.

Task 6.3 VMT Methodology and Transportation Analysis

Iteris, as a subconsultant to Psomas, will perform the following tasks and prepare the associated deliverables, as listed below, to bring the City into compliance with the SB 743 requirement to transition from an LOS-based methodology to a VMT-based methodology to assess potential transportation impacts resulting from development projects. Iteris' complete scope of work is provided in Attachment B.

1. Project Management, Coordination, and Outreach
 - Kick-off meeting, informational meeting, monthly progress reports, hearing attendance
 - Preparation for and attendance at three public meetings (Optional)
2. Development of VMT Methodology
 - Technical memorandum of recommended project screening criteria
 - Technical memorandum of recommended VMT estimation methodology
 - Technical memorandum of thresholds of significance
3. Mitigation of VMT Impacts
 - Technical memorandum of recommended changes to City's transportation demand management (TDM) ordinance
4. Documentation and Process
 - Technical memorandum with Draft Transportation Study Guidelines
 - Technical memorandum with transportation analysis of the General Plan Update consistent with SB 743 in support of EIR

TASK 7 OPTIONAL (NEW)

Task 7.1 Additional Transportation Analysis Meetings (New)

Iteris will, at the City's request, prepare for and attend up to two additional public outreach meetings.

ATTACHMENT A:
FEE ESTIMATE

Task	Labor Fee	Direct Costs	Total Fees
Task 3 – Project Management and Meetings (Augment)			
Task 3.1 – Project Management and Quality Control	\$6,960	\$0	\$6,960
Task 3.2 – Attendance at Public meetings/hearings	\$2,160	\$0	\$2,160
Task 6 – Technical Studies (New)			
Task 6.1 – Air Quality and Greenhouse Gas Emissions Analysis Update	\$7,035	\$0	\$7,035
Task 6.2 – Noise Analysis Update	\$5,190	\$0	\$5,190
Task 6.3 – VMT Thresholds Assistance and Traffic Impact Analysis Update	\$1,375	\$50,506	\$51,881
Subtotal Fees	\$22,720	\$50,506	\$73,226
Approved Contingency Budget Applied	\$0	(\$34,320)	(\$34,320)
Total Fee Estimate	\$22,720	\$16,186	\$38,906
Task 7 – Optional (New)			
Task 7.1 – Additional Transportation Analysis Meetings	\$0	\$3,036	\$3,036
Total Fee Estimate with Optional Meetings	\$22,720	\$19,222	\$41,942

ATTACHMENT 7
Psomas - Professional Services Agreement

**PROFESSIONAL SERVICES AGREEMENT
FOR CONSULTANT SERVICES
(City of South Pasadena / Psomas)**

1. IDENTIFICATION

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

2. RECITALS

- 2.1. City has determined that it requires the following professional services from a consultant: Provide an updated administrative draft and final draft of the General Plan and Downtown Specific Plan Program Environmental Impact Report, as more particularly described in the Scope of Work attached and incorporated by reference as Exhibit A.
- 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 January 10, 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, Planning and Building Director. 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 Ninety Eight Thousand Four Hundred Eighty Dollars (\$98,480.00).
- 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. Jillian Neary, Project Manager, shall be Consultant's project administrator and shall have direct responsibility for management of Consultant's performance under this Agreement. No change shall be made in Consultant's Project Manager 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.
- 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.
- 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. 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.
- 11.3 **Scope of Indemnity.** Personal injury shall include injury or damage due to death or injury to any person, whether physical, emotional, consequential or otherwise, Property damage shall include injury to any personal or real property. Consultant shall not be

required to indemnify City for such loss or damage as is caused by the sole active negligence or willful misconduct of the City.

- 11.4 **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.
- 11.5 **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.
- 11.6 **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.
 - Coverage limits may be met with a combination of primary and excess policies.
- 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

Jillian Neary
225 South Lake Avenue, Suite 1000
Pasadena, CA 91101
Telephone: (626) 351-2000

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 reasonable judgment, that such failure was due to causes beyond the control and without the fault or negligence of Consultant.
- 18.10. **Remedies Non-Exclusive.** Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance from the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any or all of such other rights, powers or remedies.
- 18.11. **Attorneys' Fees.** If legal action shall be necessary to enforce any term, covenant or condition contained in this Agreement, the prevailing party shall be entitled to an award of reasonable attorneys' fees and costs expended in the action.
- 18.12. **Venue.** The venue for any litigation shall be Los Angeles County, California and Consultant hereby consents to jurisdiction in Los Angeles County for purposes of resolving any dispute or enforcing any obligation arising under this Agreement.

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

“City”

City of South Pasadena

By: 4/17/19
Signature

Printed: Stephanie DeWolfe

Title: South Pasadena City Manager

Date: S. DeWolfe

“Consultant”

Psomas

By: Jim Hunter
Signature

Printed: Jim Hunter

Title: Vice President, Environmental Planning

Date: 05/30/19

Attest:

By: Evelyn G. Zneimer
Evelyn G. Zneimer, City Clerk

Date: 4/17/19

Approved as to form:

By: Teresa L. Highsmith
Teresa L. Highsmith, City Attorney

Date: 4/17/19

Exhibit A
Scope of Services

PSOMAS

Balancing the Natural and Built Environment

May 28, 2019

David Bergman
Interim Director of Planning and Building
City of South Pasadena
1414 Mission Street
South Pasadena, California 91030

VIA EMAIL
dbergman@southpasadenaca.gov

Subject: Proposal to Complete the California Environmental Quality Act Process for the South Pasadena General Plan and Downtown Specific Plan Update Project, City of South Pasadena, California

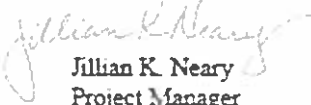
Dear Mr. Bergman:

Psomas is looking forward to working with the City on this important Project for the City of South Pasadena and helping to see it to fruition. Per our meeting of April 8, 2019, the following Scope of Work and Fee Estimate include all tasks needed to complete the California Environmental Quality Act (CEQA) process, starting with preparation of a Revised Administrative Draft Program Environmental Impact Report (PEIR) for the South Pasadena General Plan and Downtown Specific Plan (DTSP) Update Project (Project). Our proposed Scope of Work is provided in Attachment A, a Fee Estimate is provided in Attachment B, and subconsultant scopes of work are provided in Attachments C and D. All tasks are presented as a not-to-exceed budget to be billed on a time-and-materials basis.

Please feel free to contact Mr. Hunter or Ms. Neary if you have any questions regarding the contents of this Scope of Work, or should you require additional information.

Sincerely,
PSOMAS


Jim Hunter, ENV SP
Vice President, Environmental Planning


Jillian K. Neary
Project Manager

Attachments: A - Scope of Work
B - Fee Estimate
C - Nelson Nygaard Scope of Work
D - Urban Crossroads Scopes of Work

R:\Projects\RAMSOW\GP Update_Psomas Final SOW\CEQA 19.docx

225 South Lake Avenue
Suite 1000
Pasadena, CA 91101

Tel 626 351 2000
Fax 626 351 2030
www.Psomas.com

Professional Services Agreement – Consultant Services

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Approved For Use 11/15/16

17-107

ATTACHMENT A
SCOPE OF WORK

SOUTH PASADENA GENERAL PLAN AND
DOWNTOWN SPECIFIC PLAN UPDATE
PROGRAM ENVIRONMENTAL IMPACT REPORT

May 28, 2019

Psomas has developed the following Scope of Work to prepare a PEIR for the proposed Project in accordance with CEQA and the State CEQA Guidelines, beginning with preparation of a Revised Administrative Draft PEIR, consistent with the previously authorized tasks for this Project, as a subconsultant to Rangwala Associates. The PEIR Scope of Work includes the following tasks:

- | | |
|--------|---|
| Task 1 | Draft Program Environmental Impact Report |
| Task 2 | Final Program Environmental Impact Report |
| Task 3 | Project Management and Meetings |
| Task 4 | Climate Change Adaptation Policy Assistance |

In addition to the above tasks, the Scope of Work includes a not-to-exceed task (i.e., Task 5, Contingency), for work efforts requested by the City that may exceed the anticipated level of effort in Tasks 1 through 4, including but not limited to, quantitative changes in the General Plan parameters, additional rounds of document review, and additional meeting attendance.

Assumptions

This Scope of Work includes the tasks required to provide a legally defensible CEQA document and to realize time and cost efficiencies, where feasible. The following assumptions are included as the basis of this Scope of Work and associated Fee Estimate:

- Psomas has prepared an Administrative Draft PEIR that was submitted to the City in July 2018.
- Psomas will begin preparing the Revised Administrative Draft PEIR upon receipt from City Staff of the revised administrative draft version (provided by Placeworks) of the General Plan, DTSP Update, related data such as breakdown in land use designations (i.e., Lot 111), and description of the No Project Existing General Plan Alternative for analysis in the PEIR.
- Changes to revised administrative draft of the GP and DTSP Update will be based on City Council input; additional public outreach; review by the City Manager, Interim Planning Director, and other new staff, etc. and should be focused and minimal. It is assumed that the demographic parameters, boundaries, and development breakdown within focus areas will be unchanged from the previous administrative draft versions of the GP and DTSP Update. If upon receipt of the revised administrative draft GP and DTSP Update, and related data that will be provided by City staff, we feel the attached estimate does not accurately reflect the efforts, the City will be contacted immediately, prior to initiating our work.
- It is assumed that the revised administrative draft of the General Plan, DTSP Update, and any other documentation to be used as the basis of the PEIR, beginning with Task 1.1 below:
 - Will be in compliance with the General Plan requirements set forth by the Office of Planning and Research and will not require substantive review or comment by Psomas.
 - The revised administrative draft of the GP and DTSP Update prepared by Placeworks will be determined complete by 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.

- Will include all graphics available as clean .PDF or .JPEG files for ready use in PEIR production;
- Preparation of additional Administrative Drafts or other deliverables not explicitly included in Tasks 1 through 4, below, would necessitate a scope and budget augment.

TASK 1 DRAFT PROGRAM ENVIRONMENTAL IMPACT REPORT

Task 1.1 Revised Administrative Draft Program Environmental Impact Report

Upon receipt of the revised administrative draft of the GP and DTSP Update documents, and related data, Psomas will revise the Administrative Draft PEIR document accordingly. In addition to the revised administrative draft General Plan and DTSP Update, revised/updated documentation to be provided is anticipated to include:

- Distribution of land use designations (i.e., Lot 111);
- Description of adopted or planned routes to accommodate affordable housing/inclusionary zoning;
- Summary of policy and other revisions to the General Plan and DTSP documents, dated November 2017, based on City Council meetings and additional public outreach; and
- Details of the No Project Existing General Plan buildout.

Nelson Nygaard, as a subconsultant to Psomas, will finalize pending revisions to the Traffic Impact Analysis (TIA), limited to: (1) description of how the ambient growth in traffic relates to the possible ambient land development without a General Plan Update (i.e., 89 dwelling units) and (2) prepare comparative trip generation and qualitative discussion for the No Project/Existing General Plan Buildout alternative. Nelson Nygaard's complete Scope of Work is provided in Attachment C.

A Revised Administrative Draft PEIR will be electronically submitted to the City for review and comment within five weeks following Psomas receipt of the revised administrative draft of the GP and DTSP Update and related documents. This will include a clean .PDF of the PEIR sections and all technical reports, and clean and redline Word files to facilitate review of the revised document.

Task 1.2 Approval Draft Environmental Impact Report and Public Review

Upon receipt of one set of compiled comments on the Revised Administrative Draft PEIR from the City, Psomas will revise the document accordingly. Two weeks following our receipt of the compiled comments, an Approval Draft of the PEIR will be electronically submitted to the City for final review to confirm that all comments have been appropriately incorporated based on prior coordination. This task assumes that any necessary revisions will be minimal and editorial in nature, and no new substantive revisions to the document will be required.

Psomas will be responsible for providing the City with a camera-ready, electronic copy of the Draft PEIR and for preparing the Notice of Availability (NOA) and the Notice of Completion (NOC). These items will be provided to the City for reproduction and for distribution to the mailing list (assumed to be the same as the NOP mailing list, with the addition of attendees of the Scoping Meeting, commenters on the NOP, and any other persons having requested notice of the Draft PEIR) for the public review period of at least 45 days.

TASK 2 FINAL PROGRAM ENVIRONMENTAL IMPACT REPORT

Task 2.1 Draft Response to Comments and Mitigation Monitoring and Reporting Program

Upon completion of the public review period for the Draft PEIR, Psomas will review all written comments received on the Draft EIR and will organize the comments and coordinate with the City on the approach to preparing responses to comments. Psomas will prepare the draft Response to Comments and Mitigation Monitoring and Reporting Program (MMRP) document. If necessary, a Clarifications/Errata section will be included to list the changes to the Draft PEIR in response to the comments received.

In compliance with Section 21081.6 of the *California Public Resources Code*, Psomas will prepare an MMRP as part of the Response to Comments document, which will ensure compliance with adopted mitigation requirements during Project implementation. The MMRP will be prepared in a matrix format, provide the timing and entity responsible for each mitigation measure, and include the City department or individual responsible for verifying that the mitigation measure has been implemented.

For the purpose of estimating the work effort for responding to comments, a total of 60 hours of professional staff time has been assumed for this task. If extensive comments are received and it appears that additional effort will be necessary to prepare adequate responses, Psomas will notify the City for consideration of a budget augment. Four weeks following our receipt of all comment letters received on the Draft PEIR, Psomas will submit the draft Response to Comments and MMRP document electronically to the City for review and comment. This task schedule assumes no comments are received that require new technical studies or extensive coordination with the City or Counsel to resolve.

Task 2.2 Final Response to Comments and Mitigation Monitoring and Reporting Program

Two weeks following our receipt of compiled comments from the City, Psomas will revise the Response to Comments and MMRP accordingly, and the final document will be electronically submitted for City use during PEIR certification. A total of 16 hours of professional staff time has been assumed for this task. It is assumed that the City will mail out the responses to each agency that provided comments on the PEIR at least ten calendar days prior to any public hearings on the Project.

Task 2.3 Draft Findings of Fact and Statement of Overriding Considerations

Psomas will prepare written findings of fact for each significant effect identified in the PEIR, pursuant to Section 15091 of the State CEQA Guidelines and Section 21081 of CEQA. If the draft or final PEIR identifies any significant impacts that cannot be avoided, even with implementation of all reasonable and feasible mitigation measures, the City must adopt a Statement of Overriding Considerations prior to Project approval, pursuant to Section 15093 of the State CEQA Guidelines. This Scope of Work assumes the City will make a determination of the overriding condition(s) for each significant and unavoidable impact identified, for use in the draft document. For the purpose of estimating the work effort for preparation of findings, a total of 46 hours of professional staff time has been assumed for this task. Three weeks following our submittal of the final Response to Comments document and MMRP, Psomas will electronically submit the draft Findings of Fact and Statement of Overriding Considerations to the City for review and comment.

Task 2.4 Final Findings of Fact and Statement of Overriding Considerations

One week following our receipt of compiled comments from the City, Psomas will revise the Findings of Fact and Statement of Overriding Considerations accordingly, and the final document will be electronically submitted for City use during PEIR certification. A total of 16 hours of professional staff time has been assumed for this task.

TASK 3 PROJECT MANAGEMENT AND MEETINGS

Task 3.1 Project Management and Quality Control

Throughout the CEQA process, Psomas will maintain regular telephone email communications and attend meetings with the City and other members of the Project Team, as requested, to discuss the status of the Project and/or to resolve issues as they arise. Psomas will be responsible for managing the CEQA process, ensuring compliance with the Scope of Work and schedule, coordinating with our subconsultant(s), and ensuring that Project information is disseminated in a timely manner.

As part of this task, we would coordinate and attend a Project kick-off meeting with City staff and Placeworks representatives. This meeting will address, among other topics, roles, responsibilities, communication protocols, outstanding data needs for all parties, and expected periods of performance for the various work efforts that will inform our schedule. Psomas will provide the City a schedule containing the PEIR delivery milestones within one week following the kick-off meeting. This task also includes internal administrative coordination and invoicing tasks. This Scope of Work includes a total of 38 hours of professional staff time for Project management activities.

Task 3.2 Attendance at Public Meetings/Hearings

This task includes attendance at public meetings and hearings before the City's Planning Commission and/or City Council. Staff will be available to attend meetings and/or hearings. This task assumes up to 20 hours of public meeting/hearing attendance is assumed for Ms. Neary. This Scope of Work also includes a contingency (Task 5) that can be used to fund attendance at additional meetings at the City's request. At this time the City anticipates Psomas' attendance at all public hearings related to adoption of the General Plan and DTSP Update and certification of the PEIR. Attendance at additional public hearings will be billed on a time and materials basis against the contingency budget (Task 5) based on Psomas' 2019 fee schedule, which has been submitted to City staff.

TASK 4 CLIMATE CHANGE ADAPTATION POLICY ASSISTANCE

This task includes a not-to-exceed budget for Senior Project Manager, Project Manager, and Environmental Planner/Air Quality Specialist professional labor hours to assist the City and/or Placeworks in developing climate change adaptation policies. This effort would involve research to more fully understand the City's climate change-related constraints (understood to be primarily drought/water supply and heat), review of the 2011 Hazard Mitigation Plan (HMP), and help draft actionable policies to be included in the updated HMP and as a basis for the City to subsequently prepare a Climate Action Plan. This task does not involve a vulnerability analysis pursuant to SB 379 or updates by Psomas to the City's HMP.

TASK 5 CONTINGENCY

Consistent with City request, this task includes a not-to-exceed budget for work efforts to be requested by the City that may exceed the anticipated level of effort in Tasks 1 through 4, including but not limited to, quantitative changes in the General Plan parameters; additional rounds of document review; and additional meeting attendance. Funds in this contingency task will not be used without prior written authorization from the City, including written understanding between the City and Psomas of the work product/activity and anticipated level of effort.

If the revised administrative draft General Plan and DTSP Update includes an increase in demographic parameters (i.e., dwelling units or square footage) or Project Description is substantively changed from

the Administrative Draft PEIR submitted in July 2018, this would necessitate the revision of several technical reports and quantitative analyses within the body of the PEIR.

Urban Crossroads, as a subconsultant to Psomas, would revise the air quality/greenhouse gas (GHG) emissions and noise technical reports; and Nelson Nygaard would revise the TIA accordingly. The scope of work for these technical report updates are summarized below and provided in full in Attachments C and D to this Scope of Work. Psomas would revise all other technical analyses within the PEIR with the exception of the Water Supply Assessment (WSA). This Scope of Work assumes that the City Department of Public Works would coordinate with Stetson Engineers to update the WSA.

Air Quality/Greenhouse Gas Emissions Analysis Revision

Urban Crossroads, as a subconsultant to Psomas, will update the California Emissions Estimator Model (CalEEMod) air quality runs to reflect changes to the dwelling unit count or other quantitative changes; update the CalEEMod greenhouse gas runs to reflect the changes; update tables, text, and exhibits as needed; make minor report text revisions as provided by Psomas/City staff; and summarize the findings in a revised South Pasadena General Plan Update Technical Air Quality and Greenhouse Gas Analysis Report. Urban Crossroads' complete Scope of Work is provided in Attachment C.

Noise Analysis Revision

Urban Crossroads, as a subconsultant to Psomas, will update the off-site traffic noise analysis based on revised average daily traffic (ADT) volumes from the revised TIA based on the changed dwelling unit count or other quantitative change; recalculate the traffic noise level contour boundaries for off-site roadway segments under Existing and Horizon Year conditions based on the revised ADT volumes; update the on-site transportation noise analysis at the Project Growth Areas based on the revised traffic noise level contours under Horizon Year conditions; update Exhibits 8-A, 8-B, and 8-C based on the revised traffic noise level contour boundaries; make minor report text revisions as provided by Psomas/City staff; and summarize the findings in a revised South Pasadena General Plan Update Technical Noise Study. Urban Crossroads' complete Scope of Work is provided in Attachment C.

Traffic Impact Analysis Revision

Nelson Nygaard will make an update to the travel demand model chapter of the TIA with updated calculations for project trip generation, project trip assignment, traffic modeling, and subsequent output tables and figures for affected scenarios. It is assumed that the updated land use mix will be provided in the format necessary to update the travel demand model in the manner previously submitted to Nelson Nygaard.

Nelson Nygaard will update written portions of the TIA to reflect changes to the analysis outputs. It is anticipated that no major changes to traffic impacts and mitigations will be made. Nelson Nygaard will make one set of revisions from a single set of non-conflicting comments to the TIA. Nelson Nygaard will also be available for follow-up discussions with City staff via phone calls, as budget permits.

Exhibit B Fee Schedule

*South Pasadena General Plan and
Downtown Specific Plan Update Project PEIR*

ATTACHMENT B FEE ESTIMATE

SOUTH PASADENA GENERAL PLAN AND DOWNTOWN SPECIFIC PLAN UPDATE PROGRAM ENVIRONMENTAL IMPACT REPORT

May 28, 2019

TASK	LABOR FEE	DIRECT COSTS ¹	TOTAL FEES
Task 1 – Draft Program Environmental Impact Report			
Task 1.1 – Revised Administrative Draft PEIR	\$16,130.00	\$5,830.00	\$21,960.00
Task 1.2 – Approval Draft PEIR and Public Review	\$7,100.00	\$0.00	\$7,100.00
Task 2 – Final Program Environmental Impact Report			
Task 2.1 – Draft Response to Comments and MMRP	\$8,410.00	\$0.00	\$8,410.00
Task 2.2 – Final Response to Comments and MMRP	\$2,840.00	\$0.00	\$2,840.00
Task 2.3 – Draft Findings of Fact and Statement of Overriding Considerations	\$6,600.00	\$0.00	\$6,600.00
Task 2.4 – Final Findings of Fact and Statement of Overriding Considerations	\$2,630.00	\$0.00	\$2,630.00
Task 3 – Project Management and Meetings			
Task 3.1 – Project Management and Quality Control	\$5,540.00	\$0.00	\$5,540.00
Task 3.2 – Attendance at Public Meetings/Hearings	\$2,700.00	\$0.00	\$2,700.00
Task 4 – Climate Change Adaptation Policy Assistance	<u>\$4,180.00</u>	<u>\$ 0.00</u>	<u>\$4,180.00</u>
Subtotal PEIR Fees	\$56,130.00	\$5,830.00	\$61,960.00
Task 5 – Contingency	\$8,030.00	\$28,490.00	\$36,520.00
TOTAL FEE ESTIMATE	\$64,160.00	\$34,320.00	\$98,480.00

¹ Direct costs fees include subconsultant fees, with 10% markup.

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ATTACHMENT C
NELSON NYGAARD SCOPE OF WORK

South Pasadena General Plan Update
Additional TIA Support (Psomas and Nelson\Nygaard)

Both tasks would be billed on a time and materials basis with not-to-exceed amounts. DRAFT scope is below:

- **Task 1: TIA Support**
 - Nelson\Nygaard will be available for requested revisions to the Traffic Impact Analysis (TIA) portion of the EIR as the document proceeds through necessary agency approvals beyond the Screencheck #1 Draft.
 - This task may consist of including additional text in the TIA references a "lower density" land use plan, in which Nelson\Nygaard will conduct a trip generation calculation for an alternative land use program in order to compare to the General Plan's land use program trip generation in the TIA.
 - No additional steps in the travel demand model will be conducted beyond trip generation, such as trip distribution, assignment, or traffic modeling.
- **Task 2: Update to Travel Demand Model and TIA**
 - This task would not become active unless direction is given to Nelson\Nygaard to begin work by Psomas
 - The City of South Pasadena may desire a land use program with higher densities than the one in the already submitted Screencheck Draft EIR and accompanying Traffic Impact Analysis (TIA).
 - Nelson\Nygaard will make an update to the travel demand model chapter of the TIA with updated calculations for project trip generation, project trip assignment, traffic modeling, and subsequent output tables and figures for affected scenarios. It is assumed that the updated land use mix will be provided in the format necessary to update the travel demand model in the manner previously submitted to Nelson\Nygaard.
 - Nelson\Nygaard will update written portions of the report to reflect changes to the analysis outputs. It is anticipated that no major changes to traffic impacts and mitigations will be made. Nelson\Nygaard will make one set of revisions to a single set of non-conflicting comments to the TIA. The team will also be available for follow-up discussions with City staff via phone calls, as budget permits.
 - In the event that the land use mix is altered substantially enough in either intensity or location beyond the already modeled sub-areas, efforts to update the travel demand model may be higher than the not-to-exceed amount in this task. Renegotiation may be required to complete this task, and will be discussed at the onset of beginning work when more detail is known about the amount of changes requested.

		Nelson/Nygaard Labor Costs			NN Labor Hours Cost	
		Michael Riede Senior Associate Engineer 2	Jason Novak Associate 2	Briana Weisgerber Associate Engineer 1		
Total Billing Rate		\$180.00	\$130.00	\$115.00		
Task	Description					
1	TIA Support (incl. project management)	16	8	12	36	\$6,300
2	CONTINGENCY - Update to Travel Demand Model and TIA	20	40	40	100	\$13,400
TOTAL HOURS		36	48	52	136	
TOTAL LABOR COST		\$6,480	\$6,240	\$5,980		\$18,700

ATTACHMENT D
URBAN CROSSROADS SCOPES OF WORK



WORK AUTHORIZATION

April 10, 2019

Ms. Jillian K. Neary
Psomas
225 South Lake Avenue, Suite 1000
Pasadena, CA 91101

SUBJECT: SOUTH PASADENA GENERAL PLAN UPDATE TECHNICAL AIR QUALITY AND GREENHOUSE GAS ANALYSIS CONTRACT AMENDMENT #1

Dear Ms. Jillian K. Neary:

Urban Crossroads, Inc. is pleased to submit this work authorization to Psomas ("Client") to update the Technical Air Quality and Greenhouse Gas Analysis for the South Pasadena General Plan Update ("Project"), which is located in the City of South Pasadena.

SCOPE OF WORK

The following scope of work and represent the services necessary to update the Technical Air Quality and Greenhouse Gas Analysis:

1. Update the CalEEMod air quality runs to reflect changes to the dwelling unit count.
2. Update the CalEEMod greenhouse gas runs to reflect changes to the dwelling unit count.
3. Update tables, text, and exhibits as needed.
4. Make minor report text revisions as provided by Psomas/City staff.
5. Summarize the findings in a revised South Pasadena General Plan Update Technical Air Quality and Greenhouse Gas Analysis.

10513-06 AQ & GHG CA#1

Ms. Jillian K. Neary
Psomas
April 10, 2019
Page 2 of 3

TERMS

The not to exceed fee to accomplish the above Scope of Work is \$6,200 (*billed T&M, see Exhibit A*). If you have any questions, please contact me directly at (949) 336-5987.

Respectfully submitted,

URBAN CROSSROADS, INC.



Haseeb Qureshi
Senior Associate

CONTRACT APPROVAL:	
Approved by:	
Title:	
Firm: Psomas	
Date:	

EXHIBIT A
BILLING RATES FOR URBAN CROSSROADS, INC.

<u>Position</u>	<u>Hourly Rates</u>
Principal	\$180 – 250
Senior Associate	\$130 – 200
Associate	\$100 – 150
Senior Analyst	\$80 – 120
Analyst	\$70 – 110
Assistant Analyst	\$50 – 90
Administrative Support	\$60 – 100

General

- (1) Reimbursable direct costs, such as reproduction, supplies, and messenger service will be billed at cost.
- (2) Hourly rates apply to work time, travel time, and time spent at public hearings and meetings. For overtime work, the above rates may be increased 50 percent.
- (3) Monthly billing statements are due within thirty (30) days of receipt.