



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

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

May 6, 2020, at 7:30 p.m.

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.

NOTICE ON PUBLIC PARTICIPATION & ACCESSIBILITY

Pursuant to Section 3 of Executive Order N-29-20, issued by Governor Newsom on March 17, 2020, the regular meeting of the City Council for May 6, 2020 will be conducted remotely and held by video conference. The Meeting will be broadcast live on the City's website (http://www.spectrumstream.com/streaming/south_pasadena/live.cfm) and local cable channels.

Please be advised that pursuant to the Executive Order, and to ensure the health and safety of the public by limiting human contact that could spread the COVID-19 virus, the Council Chambers will not be open for the meeting. Council Members will be participating remotely and will not be physically present in the Council Chambers.

If you would like to comment on an agenda item, members of the public may submit their comments in writing for City Council consideration, by emailing them to: ccpubliccomment@southpasadenaca.gov. **Public Comments must be received by 6 p.m., May 5, 2020** to ensure adequate time to compile and post. Public Comment portion of the email is limited to 150 words. Please make sure to indicate: 1) your name; 2) what agenda item you are submitting public comment on, or if it is a general public comment; and/or 3) if you request for your public comment to be read at the meeting.

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 Michael A. Cacciotti

SPECIAL PRESENTATION

1. Coronavirus Update and Discussion

COMMISSION APPOINTMENTS

2. Authorize Commission Appointments

Recommendation

It is recommended that the City Council:

- 1. Appoint the following resident to the Public Safety Commission to an unexpired term ending December 31, 2020:
 - a. Scot Lam

CLOSED SESSION ANNOUNCEMENTS

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

PUBLIC COMMENT AND SUGGESTIONS

The City Council welcomes public input. Members of the public may address the City Council by emailing: ccpubliccomment@southpasadenaca.gov. Public Comments must be received by 6 p.m., May 5, 2020 to ensure adequate time to compile and post. Public Comment portion of the email is limited to 150 words. Please make sure to indicate: 1) your name; 2) what agenda item you are submitting public comment on, or if it is a general public comment; and/or 3) if you request for your public comment to be read at the meeting.

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.

4. Public Comment – General

COMMUNICATIONS

5. 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.

6. City Manager Communications

7. Reordering of and Additions to the Agenda

OPPORTUNITY TO COMMENT ON CONSENT CALENDAR

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 a public comment has been received 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

8. Minutes of the Regular City Council Meeting on February 5, 2020

9. Minutes of the Regular City Council Meeting on February 19, 2020

10. Approval of Prepaid Warrants in the Amount of \$9,045.00; General City Warrants in the Amount of \$1,250,949.24; General City Warrant Voids in the Amount of (\$10,923.29); Supplemental ACH Payments in the Amount of \$180,907.21

Recommendation

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

11. Monthly Investment Reports for September 2019 through March 2020

Recommendation

It is recommended that the City Council receive and file the monthly investment reports for September 2019 through March 2020.

12. Adoption of Resolution Establishing a Code of Ethics and Conduct Policy Applicable to Elected and Appointed Officials

Recommendation

It is recommended that the City Council adopt a resolution establishing a Code of Ethics and Conduct Policy for all elected and appointed officials, including members of advisory boards, commissions and committees to address responsibility, fairness, respect and integrity.

13. Adoption of a Resolution Continuing the Proclaiming a Local Emergency Due to the Outbreak of COVID-19, Adopting Regulations for Private and Public Facilities and Gatherings, Establishing Protections for Residential and Commercial Tenants and Property Owners, Requesting Reimbursement of Expenses, and Authorizing the City Manager to Take All Necessary Actions as the Director of Emergency Services

Recommendation

It is recommended that the City Council approve the attached resolution:

1. Continuing the proclamation of a local emergency due to the outbreak of COVID-19;
2. Continuing the application of regulations for private and public facilities and gatherings;
3. Continuing and the protections for residential and commercial tenants and property owners;
4. Requesting reimbursement of expenses; and
5. Authorizing the City Manager to take all necessary actions as the Director of Emergency Services.

14. Discretionary Fund Request from Councilmember Khubesrian for \$130 for a Banner Thanking First Responders and City Staff

Recommendation

It is recommended that the City Council approve a Discretionary Fund request by Councilmember Khubesrian \$130 for a banner thanking South Pasadena First Responders and City Staff.

15. Adoption of a Resolution Approving the Fiscal Year 2020-21 Engineer’s Report Declaring the City’s Intention to Provide for an Annual Levy and Collection of Assessments and Setting a Date and Time for a Public Hearing for the FY 2020-21 Lighting and Landscaping Maintenance District

Recommendation

It is recommended that the City Council:

1. Adopt the attached resolution approving the Fiscal Year (FY) 2020-21 Engineer’s Report declaring the City of South Pasadena’s (City) intention to provide for an annual levy and collection of assessments; and
2. Schedule the Public Hearing for the FY 2020-21 Lighting and Landscaping Maintenance District (LLMD) for June 3, 2020, at 7:30 p.m. in the Council Chamber.

16. Authorize the Purchase and Installation of Secureworks Detect and Protect Package for \$37,600, for Security Information and Event Management of the Network

Recommendation

It is recommended that the City Council authorize the City Manager to execute the Service Order for Secureworks Detect and Protect solution for the amount of \$37,600, exclusive of taxes, and approve all other work related to the installation and configuration of the software.

17. Approval of a Letter of Support to the Legislative Proposal to Form a Commission to Examine the Federal Response to the Coronavirus Pandemic

Recommendation

It is recommended that the City Council approve a letter of support for the formation of a bipartisan commission with subpoena power to provide a full accounting of the Country’s response to the coronavirus pandemic.

18. Authorize the City Manager to Execute a Professional Services Agreement with True North Research, Inc., to Design, Conduct, and Analyze a Professional Poll for a Total Not-To-Exceed Amount of \$24,950

Recommendation

It is recommended that the City Council authorize the City Manager to execute a Professional Services Agreement (PSA) with True North Research, Inc. (True North) to conduct a professional poll for a total not-to-exceed amount of \$24,950.

PUBLIC HEARING

19. Public Hearing to Adopt a Resolution Approving the Community Development Block Grant (CDBG) Program for Fiscal Year 2020-2021 and the CDBG-CARES Act Supplemental Allocation Program

It is recommended that the City Council conduct a public hearing and adopt a resolution approving the following:

1. The Fiscal Year 2020-2021(FY2020) Community Development Block Grant (CDBG) program; and
2. The new CDBG-CARES Act supplemental allocation of \$73,528 effective March 2020 through September 2022 for the Senior Nutrition Program.

ACTION/DISCUSSION ITEMS

20. Reconsideration of Professional Services Agreement with Emanuels Jones and Associates for Legislative Advocacy Services

Recommendation

The City Council has requested reconsideration of the Professional Services Agreement (PSA) with Emanuels Jones and Associates (EJA) for legislative advocacy services.

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21. Adopt a Resolution to Execute and Join the San Gabriel Valley Regional Housing Trust Joint Powers Agreement to Attract and Secure Additional Funding for Supportive and Affordable Housing Projects

Recommendation

It is recommended that the City Council adopt a Resolution to execute the San Gabriel Valley Regional Housing Trust (SGVRHT) Joint Powers Agreement (Agreement) to attract and secure additional funding for supportive and affordable housing projects.

22. Adoption of Urgency Ordinance Amending Several Sections of Chapter 36 (Zoning) of the South Pasadena Municipal Code to Streamline Planning Approval Processes and Toll Planning and Permitting deadlines during the local Declaration of Emergency

Recommendation

It is recommended that the Council:

1. Adopt Urgency Ordinance No. ____ making certain findings; amending South Pasadena Municipal Code (SPMC) by modifying Chapter 36 (Zoning), Sections 36.340.030 (Permit and Application Requirements), 36.340.050 (Hillside Project Development Standards), 36.400.020 (Authority of Land Use and Zoning Decisions), 36.400.040 (Application Preparation and Filing), 36.410.040 (Design Review), 36.410.060 (Conditional Use Permits and Administrative Use Permits), 36.410.065 (Hillside Development Permits), 36.420.020 (Time Limits and Extensions), 36.600.050 (Design Review Board), 36.610.050 (Appeal Filing, Processing and Decisions), 36.630.020 (Notice of Hearing), 36.630.040 (Review Authority Decision and Notice), and 36.630.050 (Recommendation by Planning Commission) in order to streamline applications for discretionary review, and tolling all planning and permitting deadlines during the Local Declaration of Emergency.
2. Direct Staff to schedule a public hearing for the Planning Commission to review and make recommendations to the City Council on a regular ordinance adopting amendments to the same sections of the South Pasadena Municipal Code.

ADJOURNMENT

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

May 20, 2020	Regular City Council Meeting	Council Chamber	7:30 p.m.
June 3, 2020	Regular City Council Meeting	Council Chamber	7:30 p.m.
June 17, 2020	Regular City Council Meeting	Council Chamber	7:30 p.m.

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PUBLIC ACCESS TO AGENDA DOCUMENTS AND BROADCASTING OF MEETINGS

City Council Meeting agenda packets are available online at the City website: <https://www.southpasadenaca.gov/government/city-council-meetings/2019-council-meetings-copy>

Agenda related documents provided to the City Council are available for public inspection on the City’s website at <https://www.southpasadenaca.gov/government/city-council-meetings/2019-council-meetings-copy>. Additional Documents, when presented to City Council, will also be uploaded and available on the City’s website.

Regular meetings are broadcast live on Spectrum Channel 19 and AT&T Channel 99. Meetings are also streamed live via the internet at <https://www.southpasadenaca.gov/government/city-council-meetings/2019-council-meetings-copy>.

AGENDA NOTIFICATION SUBSCRIPTION

Individuals can be placed on an email notification list to receive forthcoming agendas by emailing CityClerk@southpasadenaca.gov or 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. If special assistance is needed to participate in this meeting, please contact the City Clerk's Division at (626) 403-7230 or CityClerk@southpasadenaca.gov. Upon request, this agenda will be made available in appropriate alternative formats to persons with disabilities. 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.

5/1/2020

Date

/s/

Maria E. Ayala

Chief City Clerk



Wednesday, February 5, 2020
Minutes of the Regular Meeting of the City Council

CALL TO ORDER

A Regular Meeting of the South Pasadena City Council was called to order by Mayor Joe on Wednesday, February 5, 2020, at 7:43 p.m., in the Council Chamber, located at 1424 Mission Street, South Pasadena, California.

ROLL CALL

Present: Councilmembers Cacciotti, Khubesrian, and Schneider; Mayor Pro Tem Mahmud; and Mayor Joe.

Absent: None

City Staff Present: City Manager DeWolfe; Assistant City Attorney Jared; City Clerk Zneimer; Chief City Clerk Ayala; and Deputy City Clerk Lopez were present at Roll Call. Other staff members presented reports or responded to questions as indicated in the minutes.

PLEDGE OF ALLEGIANCE

Councilmember Marina Khubesrian deferred the leading of the flag salute to Deputy Police Chief Brian Solinsky. Deputy Police Chief Solinsky led the Pledge of Allegiance.

1. CLOSED SESSION ANNOUNCEMENTS

A. Conference with Real Property Negotiators

CONFERENCE WITH REAL PROPERTY NEGOTIATORS, Pursuant to Government Code Section 54956.8:

Properties: 701 La Portada St, South Pasadena, CA 91030
Stoney between San Pascual and Lohman, South Pasadena, CA 91030
815 Mission St, South Pasadena, CA 91030
1055 Lohman Rd, South Pasadena, CA 91030-2907

Agency Negotiators: City Manager Stephanie DeWolfe; City Attorney Teresa L.

Highsmith

Negotiating Parties: TowerPoint Acquisitions, LLC

Under Negotiation: Terms of Payment

City Attorney Andrew Jared reported the following:

Item A – City Council discussed the item, no official action was taken by City Council. Direction was provided by City Council to agency negotiators.

PRESENTATIONS

2. Gold Standard Award – South Pasadena Fire Department

Mayor Joe presented Fire Chief Riddle and other members of the Fire Department with the 2019 Gold Standard Plus Award for demonstrating success in applying the most up to date evidence-based treatment guidelines to improve patient care for the citizens of South Pasadena.

COMMISSION APPOINTMENTS

3. Authorize Commission Appointments

No public comments.

MOTION BY COUNCILMEMBER CACCIOTTI, SECOND BY MAYOR PRO TEM MAHMUD, CARRIED 5-0, to:

1. Appoint the following resident to a three-year term ending December 31, 2022:
 - Joseph M. Molina, Library Board of Trustees

At this time Mayor Joe announced that Agenda Item No. 16, Ramona Street Neighborhood Traffic Management, is only a *Receive-and-File* item, with no action being considered tonight. He welcomed individuals to make public comment on this item during the general public comment portion of the agenda.

PUBLIC COMMENTS

- Shlomo Nitzani – Reported on having attended the recent Animal Commission meeting; and concerns over traffic issues on Meridian.
- Jonathan Gelman – Reported on concerns over the City’s recent bi-monthly water billing for a water meter designated for a fire hydrant that has zero water usage.

City Manager DeWolfe asked Public Works Director Shahid Abbas to speak with Mr. Gelman before he left for additional assistance.

Councilmember Cacciotti and Mayor Pro Tem Mahmud commented on perhaps considering looking into updating the City's billing policy and/or considering a standby charge.

- Katy Spencer – Expressed concerns over the closing of the Horse Trail, and requests that Council consider reopening.

Councilmember Cacciotti asked for an update on the status of reopening the trail.

City Manager DeWolfe briefly responded on the City's efforts in working towards reopening the trail.

- Janet Logan – Expressed concerns over the closing of the Horse Trail, and adding additional precautionary safety signage.
- Elizabeth Bour – Expressed concerns over the closing of the Horse Trail, and requests that the City be more transparent on the closure of the trail.
- Pamela Perkins – Expressed concerns over the closing of the Horse Trail, and working with the community on reopening of the trail.
- Jan Marshall – Expressed concerns over the lack of communication from the City, the City's Blog, and the City's expenditures on PIO staff and/or services.
- Connie Flanders – Expressed concerns over the closing of the Horse Trail and lack of communication on the closing and reopening.
- John Srebalus – Reported on the recent passing of the housing rental/evictions urgency ordinance; and commented on his pending records requests.
- Alan Ehrlich – Commented on concerns over closing of Horse Trail and risk factors associated with having closed the trail; and requests that updates from the City be provided every two weeks; and also commented on the Closed Session Item from tonight's closed session agenda, and the properties listed and asked that additional information be provided.

Councilmember Cacciotti asked City Manager DeWolfe if the City could provide additional information on Closed Session Item A.

City Attorney Jared responded the City is not able to provide additional information of the issue. The City is able to disclose that the item is not in relation to the sale of the properties. Councilmember Khubesrian added a contract/sale of the properties would be properly agendaized on an open session agenda and subject to discussion.

Councilmember Cacciotti shared a number of resident concerns over the closing of the Horse Trail, and announced that there is litigation, and briefly shared about the City's efforts over the matter.

City Manager DeWolfe reported that the City is working to correct the situation as soon as possible, the City is dealing with extenuating circumstances related to legal actions.

Mayor Joe asked if it was possible for the City to provide a posting at the trail with more information on the closure.

Mayor Joe asked City Manager to follow-up on the issues that were presented during public comment regarding evictions. City Manager DeWolfe responded accordingly.

COMMUNICATIONS

4. Councilmembers Communications

Councilmember Cacciotti provided photos for his comments regarding: local residents taking the train to work; attended the City's recent General Plan Committee Meeting; residents walking through the neighborhood selling Girl Scout cookies; attended the City's recent Animal Commission meeting; various pictures depicting heavy traffic in various areas of the City; thanked Staff for working on bringing new businesses to town possibly for the former Big Lots location; and also reported on a recent meeting with Almansor ownership regarding opportunities to apply for AQMD grant funding for fuel efficient vehicles.

Councilmember Khubesrian provided photos for her comments regarding: having attended the Mosquito and Vector Control Association of California Annual Conference; train ride to San Diego; having used the Transitions South Pasadena Community Dishes program for a recently hosted event; and her recently installed gray water diverter, also by Transitions South Pasadena Community member.

Councilmember Schneider – No comments at this time.

Mayor Pro Tem Mahmud provided photos for her comments regarding: flyer for City's Free Smart Gardening Workshop; flyer for Leak Detection Workshop; also reported on people speeding through town and posing dangers to pedestrians; reported on people leaving personal items on public property; and encourages everybody to pick up trash if they happen to be out for walks because these items will end up in the City's storm drains.

Mayor Joe reported on having been included with Fire Chief Riddle, other mayors and city leadership in a teleconference regarding Coronavirus hosted by Supervisor Barger, Mayor Garcetti, and leadership from the Department of Public Health. Mayor Joe asked Fire Chief Riddle to provide a brief report from the teleconference.

Chief Riddle provided a brief report on the information provided at the teleconference on the Coronavirus and the Fire Department proactive efforts.

Mayor Joe announced the passing of resident Ted Shaw and asked that tonight's meeting be adjourned in his memory (second provided by Mayor Pro Tem Mahmud). Mayor Joe provided information about services held in Mr. Shaw's memory.

5. City Manager Communications

City Manager DeWolfe reminded the community that the public comment period has been extended for the General Plan. Also provided an informational slide regarding 2020 General Plan and Downtown Specific Plan.

6. Reordering of and Additions to the Agenda

Mayor Joe announced the reordering of Agenda Item Nos. 15 and 16 to be heard prior to the Consent Items.

ACTION/DISCUSSION

15. Approve the First Reading and Introduction of Two Ordinances: 1) Restructure the Freeway and Transportation Commission to Create the Mobility and Transportation Infrastructure Commission with Updated Responsibilities; and 2) Restructure the Public Works Commission with Updated Roles and Responsibilities

City Manager DeWolfe presented the staff report.

Councilmember Schneider asked that an emailed public comment received by Larry Abelson be included in the meeting's official public record, and be read tonight (second provided by Councilmember Cacciotti).

Mayor Pro Tem Mahmud inquired about enacting an urgency ordinance for the Mobility and Transportation Infrastructure Commission.

City Manager DeWolfe and City Attorney Jared responded accordingly that it was not possible.

Public Comment:

- Kim Hughes – Supports the City maintaining two commissions, had questions regarding the terms for the commission seats, and asked for clarification on which commission would oversee individual streets for repairs.

City Manager DeWolfe provided clarification on the commission charges.

- Gayle Glauz – Supports the City maintaining two commissions, and asked that the City provide additional clarification on the commission charges.
- Alan Ehrlich – Commented on ordinance language for the commissions that may need further clarification.
- At Mayor's direction, Deputy City Clerk Lopez read the emailed public comment made from Lawrence (Larry) Abelson. (The complete email is also included in the meeting's official final packet record as part of Additional Documents).

Mayor Pro Tem Mahmud announced the edits made to the ordinances that were made a part of the Additional Documents.

City Manager DeWolfe provided additional information on the commissions' oversight.

Council provided support for the two commissions, commented on the clearly defined roles and responsibilities of each, and recommended a few edits under the "Responsibilities" section for each.

Under two responsibility sections, page 15-8, section 2-47-2, cross out term as directed by city council and city manager, and on page 15-12, 2-79-2

MOTION BY COUNCILMEMBER CACCIOTTI, SECOND BY COUNCILMEMBER SCHNEIDER, CARRIED 5-0, to edit the two "Responsibility" sections under each commission and remove the wording "as directed by City Council and City Manager" under sections 2-47-2 and 2-79-2, include the redline edits as provided in the Additional Documents, and:

- 1) Read by title only for first reading, waiving further reading, and introduce an Ordinance to repeal Article IVD (Freeway and Transportation Commission) of Chapter 2 "Administration" of the South Pasadena Municipal Code (SPMC) and add a new Article IVD (Mobility and Transportation Infrastructure Commission) to SPMC Chapter 2 to restructure the Freeway and Transportation Commission (FTC) to create the Mobility and Transportation Infrastructure Commission (MTIC) with updated roles and responsibilities to focus on mobility policy and transportation infrastructure; and
- 2) Read by title only for first reading, waiving further reading, and introduce an Ordinance to repeal Article IVK (Public Works Commission) of SPMC Chapter 2 "Administration" and add a new Article IVK (Public Works Commission) to restructure the Public Works Commission (PWC) with updated roles and responsibilities to focus on non-transportation infrastructure including water, sewer, stormwater, buildings, and City facilities.

16. Receive and File Ramona Street Neighborhood Traffic Management Plan

City Manager DeWolfe prefaced the item and explained the continued work with the residents on Ramona Street.

Public Works Director Shahid Abbas provided the introduction of the item and introduced project managers from consultant firm Nelson/Nygaard, Paul Moore and Karen Chen, who continued the PowerPoint presentation.

City Council had various questions and comments regarding: pedestrian lighting, staggering start times to coordinate with the schools, curb extensions impacting traffic, adequacy of data collection, data regarding traffic accidents, general pedestrian safety, etc.

Mr. Moore responded to questions and comments accordingly.

Public Comment:

- Kim Hughes – Expressed concerns of the plan’s impact on traffic in other areas.
- Alan Ehrlich – Expressed concerns of the plan being shared at the commission levels, and the City’s level of communication about the plan.
- Michelle Hammond – Expressed concerns of morning traffic back-ups, pedestrian safety, and suggests implementing “left turns” in various areas of the plan.

Mayor Pro Tem Mahmud inquired about feasibility of implementation of yellow continental crosswalk and stop signs.

Mayor Joe asked inquired on the next steps of the plan, and it being presented to the appropriate commission.

City Manager DeWolfe responded accordingly, and explained about implementing short term and long term items from the plan, and presenting it to the commission(s).

MOTION BY COUNCILMEMBER KHUBESRIAN, SECOND BY COUNCILMEMBER CACCIOTTI to: receive and file the Ramona Street Neighborhood Traffic Management Plan.

CONSENT CALENDAR

No public comment on Consent Calendar.

Councilmember Cacciotti pulled Agenda Item No. 7 from the Consent Calendar.

Mayor Pro Tem Mahmud announced Additional Documents for Item Nos. 12 and 14.

MOTION BY COUNCILMEMBER KHUBESRIAN, SECOND BY COUNCILMEMBER CACCIOTTI, CARRIED 5-0, to approve Consent Calendar Items Nos. 8 through 14, with revisions as presented in Additional Documents for Items No. 12 and 14 (see item below).

8. Approval of Prepaid Warrants in the Amount of \$448,094.47 less \$645.00 in Voids. General City Warrants in the Amount of \$384,268.08.

City Council approved the warrants as presented.

9. Acceptance of Donation of \$8,000 for Replacing Computers at the South Pasadena Senior Center from the Senior Citizens Foundation of South Pasadena Incorporated

City Council approved to accept a donation of \$8,000 from the Senior Citizens Foundation of South Pasadena, Inc. for the replacement of seven computer systems for the South Pasadena Senior Center.

10. Award of Construction Contract to Gentry Brothers, Inc., for the Alpha Avenue and Camino Del Sol Street Improvement Project in an Amount Not-to-Exceed \$1,868,801

City Council:

1. Accepted a bid dated October 8, 2019, from Gentry Brothers, Inc., for the construction of the Alpha Avenue and Camino Del Sol Street Improvement Project (Project);
2. Authorized the City Manager to enter into a contract with Gentry Brothers, Inc., for the bid amount of \$1,698,910; and
3. Authorized a construction contingency ten percent in the amount of \$169,891 for total amount of \$1,868,801.

11. Adoption of Resolution No. 7640 Authorizing the County of Los Angeles Agriculture Commissioner to Inspect and Abate Weeds, Brush and Native Vegetation Declared to be an Existing or Potential Fire Hazard, and Schedule a Public Hearing to be Held on February 19, 2020 to Hear Objections or Protests to the Vegetation Management Program

City Council adopted the **Resolution No. 7640** authorizing the County of Los Angeles Agriculture Commissioner to inspect and abate weeds, brush and native vegetation declared to be an existing or potential fire hazard, and schedule a Public Hearing to be held on February 19, 2020 to hear objections or protests to the vegetation management program.

12. Adoption of a Resolution No. 7639 Approving a Memorandum of Understanding (MOU) Between the City of South Pasadena and the Los Angeles Regional Interoperable Communications System (LA-RICS) Joint Powers Authority

City Council approved the Item revisions as presented in Additional Documents state the title of the joint powers agreement in the title of the resolution, and describe the term “LTE connectivity”, and:

1. Approved a **Resolution No. 7639** adopting an MOU between the City and the Los Angeles Regional Interoperable Communications System Joint Powers Authority (LA-RICS)
2. Delegate authority to the City Manager to approve and execute any future amendments to the MOU up to \$25,000 and make additional clerical revisions.

13. Second Reading and Adoption of an Ordinance No. 2341 Adopting by Reference the 2020 Los Angeles County Building, Residential, Electrical, Mechanical, Plumbing and Existing Building Codes with certain amendments, additions and deletions thereto amending Chapter 9 Article 1 of the South Pasadena Municipal Code

City Council approved the adoption of **Ordinance No. 2341** adopting by reference and amending the 2020 Los Angeles County Building, Electrical, Plumbing, Mechanical, Residential and Existing Building Codes thereto amending Chapter 9 Article 1 of the South Pasadena Municipal Code.

14. Second Reading and Adoption of an Ordinance No. 2342 Adopting by Reference the 2019 California Fire Code with Certain Amendments, Additions, and Deletions thereto Chapter 14 of the South Pasadena Municipal Code

City Council approved the adoption of **Ordinance No. 2342** Adopting by Reference the 2019 California Fire Code with Certain Amendments, Additions, and Deletions thereto Chapter 14 of the South Pasadena Municipal Code; and Additional Document correction to correct the word “boarder” to “border” in the staff report and ordinance.

ITEMS PULLED FROM CONSENT

7. Minutes of the Regular City Council Meeting on December 4, 2019

Councilmember Cacciotti asked a correction be made on Page 7-3 under Councilmember Communications for Councilmember Cacciotti, the meeting attended was for “Housing Rights Center”, not “Human Rights Alliance”.

MOTION BY COUNCILMEMBER CACCIOTTI, SECOND BY COUNCILMEMBER SCHNEIDER, CARRIED 5-0 to: approve Minutes as corrected of the Regular City Council Meeting on December 4, 2019.

ADJOURNMENT

Mayor Joe adjourned the meeting in Memory of Ted Shaw and shared comments recognizing Mr. Shaw’s accomplishments. Mayor Joe announced the next regular City Council Meeting on February 19th.

There being no further business, at 10:00 p.m. Mayor Joe adjourned the meeting.

Evelyn G. Zneimer
City Clerk

Robert S. Joe
Mayor



Wednesday, February 19, 2020
Minutes of the Regular Meeting of the City Council

CALL TO ORDER

A Regular Meeting of the South Pasadena City Council was called to order by Mayor Joe on Wednesday, February 19, 2020, at 7:31 p.m., in the Council Chamber, located at 1424 Mission Street, South Pasadena, California.

ROLL CALL

Present: Councilmembers Cacciotti, Khubesrian, and Schneider; Mayor Pro Tem Mahmud; and Mayor Joe.

Absent: None

City Staff Present: Police Chief Ortiz (in place of City Manager DeWolfe during her absence); Assistant City Attorney Jared; City Clerk Zneimer; Chief City Clerk Ayala, and Deputy City Clerk Lopez were present at Roll Call. Other staff members presented reports or responded to questions as indicated in the minutes.

PLEDGE OF ALLEGIANCE

Mayor Pro Tem Diana Mahmud led the Pledge of Allegiance.

1. CLOSED SESSION ANNOUNCEMENTS

A. Initiation of Litigation

CONFERENCE WITH LEGAL COUNSEL - Initiation of Litigation
(Government Code § 54956.9(d)(4))
Number of Potential Cases: 1

B. Anticipated Litigation

CONFERENCE WITH LEGAL COUNSEL - Anticipated Litigation
(Government Code § 54956.9(d)(2))

A point has been reached where, in the opinion of the City Council on the advice of its legal counsel, based on the below-described existing facts and circumstances, there is a significant exposure to litigation against the City.

Number of Potential Cases: 2

Case 1: Facts and circumstances that might result in litigation but which the City believes are not yet known to potential plaintiff or plaintiffs
(Government Code § 54956.9(e)(1))

Case 2: Receipt of Claim pursuant to Tort Claims Act or other written communication threatening litigation (copy available for public inspection in City Clerk's office).
(Government Code § 54956.9(e)(3))

C. Conference with Real Property Negotiators

CONFERENCE WITH REAL PROPERTY NEGOTIATORS
(Government Code § 54956.8)

Properties: 701 La Portada St., South Pasadena, CA 91030

Stoney Dr. between San Pascual and Lohman, South Pasadena, CA 91030

815 Mission St., South Pasadena, CA 91030

1055 Lohman Rd., South Pasadena, CA 91030-2907

Agency Negotiators: Acting City Manager Joe Ortiz; Assistant City Attorney Andrew Jared

Negotiating Parties: TowerPoint Acquisitions, LLC

Under Negotiation: Price and Terms of Payment for Lease

Assistant City Attorney Jared reported the following:

Item A – One item was discussed and direction was provided to City Attorney;

Item B – Case 1: briefing was provided to Council with no final action taken

Case 2: briefing was provided, direction was provided to City Attorney, with no final action taken

Item C – All properties discussed, with no final action taken. Direction was provided on this item to retain assistance to address the RFP for lease interest as to cell towers on the four properties.

City Attorney Jared further clarified that this does not involve a fee interest in the properties themselves, it is in total relation to the cell towers on the properties.

PRESENTATIONS

2. Presentation by the Pasadena Humane Society on Available Animal Adoptions

Jack Haggerman, Pasadena Humane Society VP of Communications, was present and introduced “Brownie” (A404692), a 4-year-old Staffordshire terrier mix who is available for adoption.

3. Merchant Minute – Handle

Laurie Wheeler, Chamber of Commerce, introduced Paula Han, Owner of Handle Shop.

Ms. Han provided pictures and information about her business.

4. 2019 Ultimate Champion for West Nile Virus Prevention Challenge

Councilmember Khubesrian explained the purpose of the Award, and presented it to Mayor Joe and Lt. Jacobs.

5. Introduction of Police Officer Kristina Roppo

Police Chief Ortiz introduced Officer Roppo. Officer Roppo said a few words.

PUBLIC COMMENTS

- Quincy Sakai and Sophia Barnes (Girl Scout Troop 47111) – explained they are working on a project to show a screening of a documentary on the topic of homelessness. Invited everybody to attend the screening which will take place on March 6th at 6 p.m. at the South Pasadena Community Room.
- Cindy Rubin – presented information on trailer bill, currently in draft status, regarding medical challenges in systems of care.
- Liz Spencer – also spoke on the topic of the trailer bill Ms. Rubin spoke about, and explained the current work in progress of developing the bill.
- Miko Cheikesman – Expressed concern over behavior he experienced from two South Pasadena Police Officers.
- Shlomo Nitzani – Waiting to see what is going to happen on the educational reform of feeding animals; called the Public Works Dept to get information about the City’s process for deciding which streets to pave, too many consultants involved; asked that expanded language be provided on the agendas because not everybody reads the online version; commented that the vehicle purchase for \$153,000 on tonight’s agenda was too costly.
- Alan Ehrlich – Expressed concern over the progress on recent public records requests submitted to the City.

COMMUNICATIONS

6. Councilmembers Communications

Councilmember Cacciotti provided photos for his comments regarding: Election for the Eastern Region Governing Board for SCAQMD; the San Gabriel Chinese New Year Festival; a vacant lot property a City water well is located; the Wilson Reservoir site; the Graves Reservoir site that is currently under construction; and closure signage posted at the Arroyo Park Trail.

Councilmember Khubesrian reported on the following: the use of the Community Dishes (program) at the recent Ethics Training provided, to City employees and commissioners; thanked Staff for allowing City Hall Art Exhibit to be part of the Arts Crawl; and provided information about the Aedes Mosquito infestation, and shared mosquito repellent wipes.

Councilmember Schneider – No comments provided.

Mayor Pro Tem Mahmud reported on the following: her recent reelection as Chair for the Clean Power Alliance; having attended the recent Smart Gardening Workshop; announced the Mission-Bell Project has been approved and provided information on the plan and community input.

Mayor Pro Tem Mahmud asked for a second to direct staff to develop an ordinance that would require developers to furnish and install EV Chargers on all future developments. Councilmember Khubesrian provided the second.

Mayor Pro Tem Mahmud continued her comments and reported on: information about the General Plan meetings; and having attended the San Gabriel Valley Council of Governments Regional Housing Forum.

Mayor Joe – No comments provided.

7. City Manager Communications

Police Chief Ortiz introduced Interim Human Resources Manager Michael Casalou. Mr. Casalou said a few words.

Police Chief Ortiz announced the upcoming Commissioners' Congress event on February 25, 2020, and the upcoming three General Plan Meetings.

Chief Ortiz shared that City Attorney Jared will provide an update on the closure of the Arroyo Golf Course trail.

City Attorney Jared explained the existence of potential safety concerns brought to the City's attention. The City is evaluating the situation and will reopen the entire trail when the evaluation is complete. Staff is constantly working to attempt to open various portions of the trail and will do so when it is appropriate.

Mayor Joe announced Human Resource Manager Mariam Lee's upcoming departure from the City. Council thanked her for her service and wished her well in her new position in Alhambra. Ms. Lee said a few words.

8. Reordering of and Additions to the Agenda

No reordering of Agenda items

CONSENT CALENDAR

Deputy City Clerk Lopez announced Additional Documents for Item Nos. 10 and 13, and explained that Additional Documents were uploaded online and provided for the public in the binder at the back of Council Chambers.

Councilmember Cacciotti pulled Item Nos. 10, 11, and 12 from the Consent Calendar.

Mayor Pro Tem Mahmud explained that the Additional Document for Agenda Item No. 13 corrected the labeling of the item's attachments only.

No public comment on Consent Calendar.

MOTION BY COUNCILMEMBER KHUBESRIAN, SECOND BY COUNCILMEMBER CACCIOTTI, CARRIED 5-0, to approve Consent Calendar Items Nos. 9, 13, 14, and 15 with revisions as presented in Additional Documents for Item No. 13 (see item below).

Deputy City Clerk read the title of the ordinances under Item No. 15.

9. Approval of Prepaid Warrants in the Amount of \$215,697.38. General City Warrants in the Amount of \$2,860,514.88. Wire Transfers in the Amount of \$5,000,000.00.

City Council approved the Warrants as presented.

13. Authorize the First Amendments to the Professional Services Agreements with 1) W.G. Zimmerman Engineering, Inc. for Part Time Capital Improvement Project Support Services in an Amount Not-to Exceed \$29,040 for a Total Not-To-Exceed Amount of \$53,790 and 2) Interwest Consulting Group for Part Time Plan Check and Capital Improvement Project Support Services in an Amount Not-to-Exceed \$33,600 for a Total Not-To-Exceed Amount of \$58,100

City Council:

1. Authorized the City Manager to execute the first amendment to the Professional Services Agreement (PSA) with W.G. Zimmerman Engineering, Inc. (Zimmerman), in an additional amount of \$29,040 for the Consultant to provide part time public works and capital improvement plan project support services, and
2. Authorized the City Manager to execute the first amendment to the PSA with Interwest Consulting Group (Interwest), in an additional amount of \$33,600 for the Consultant to provide part time plan check and public works and capital improvement plan project support services.

14. Acceptance of Project Completion and Authorization to File a Notice of Completion for the Bushnell Avenue and Diamond Avenue Street Improvement Project and Authorization to Release Retention Payment to Sequel Contractors, Inc. in the Amount of \$47,204.45

City Council:

1. Accepted the Bushnell Avenue and Diamond Avenue Street Improvement Project (Project) as complete;
2. Authorized the recordation of the Notice of Completion (NOC) with the Los Angeles County Registrar-Recorder County Clerk; and
3. Authorized release of retention payment to Sequel Contractors, Inc. (Contractor), in the amount of \$47,204.45.

15. Second Reading and Adoption of Two Ordinances: Ordinance No. 2343, Restructure and Rename the Freeway and Transportation Commission to Create the Mobility and Transportation Infrastructure Commission with Updated Responsibilities; and Ordinance No. 2344, Restructure the Public Works Commission with Updated Roles and Responsibilities

City Council approved:

- 1) The reading by title only for second reading, waiving further reading, and adopt **Ordinance No. 2343** to repeal Article IVD (Freeway and Transportation Commission) of Chapter 2 “Administration” of the South Pasadena Municipal Code (SPMC) and add a new Article IVD (Mobility and Transportation Infrastructure Commission) to SPMC Chapter 2 to restructure and rename the Freeway and Transportation Commission (FTC) to create the Mobility and Transportation Infrastructure Commission (MTIC) with updated roles and responsibilities to focus on mobility policy and transportation infrastructure; and
- 2) The reading by title only for second reading, waiving further reading, and adopt **Ordinance No. 2344** to repeal Article IVK (Public Works Commission) of SPMC Chapter 2 “Administration” and add a new Article IVK (Public Works Commission) to restructure the Public Works Commission (PWC) with updated roles and responsibilities to focus on non-transportation infrastructure including water, sewer, stormwater, buildings, and City facilities.

ITEMS PULLED FROM CONSENT

10. Receive and File the Second Quarter Fiscal Year 2019-20 Capital Improvement Plan Project Updates

Councilmember Cacciotti and Mayor Pro Tem Mahmud had questions regarding projects and funding. Public Works Director Shahid Abbas provided responses accordingly and also provided a PowerPoint presentation.

Without objection, City Council received and filed the second quarter Fiscal Year 2019-20 Capital Improvement Plan (CIP) Project updates.

11. Award Contract to Phoenix Motorcars, LLC, in the amount of \$163,101 for the Purchase of a 2019 E450 Plug-in Vehicle for the Dial-A-Ride Program

Councilmember Cacciotti and Mayor Pro Tem Mahmud had questions regarding usage of new vehicle and the grant funding used to purchase the vehicle.

Community Services Director Sheila Pautsch provided responses accordingly.

MOTION BY MAYOR PRO TEM MAHMUD, SECOND BY COUNCILMEMBER CACCIOTTI, CARRIED 5-0, to authorize a sole source purchase of a 2019 E450 Plug-in Vehicle (PEV) from Phoenix Motorcars, LLC and execute all related documents at a total cost \$163,101 with the additional condition of purchase being made on the condition of availability of State HVIP funding.

Councilmember Cacciotti added that he still supports the purchase of this type of vehicle even if the State funding becomes unavailable.

12. Award of Contract to Wondries Fleet Group for a Purchase of a Replacement 2020 Ford Utility Hybrid Police Interceptor Administrative Vehicle and the Installation of New Emergency Equipment in the Amount of \$52,305.

Councilmember Cacciotti had various comments and questions on the type of vehicle and its usage.

Deputy Police Chief Solinsky provided information about the proposed purchase, and responded to questions accordingly.

MOTION BY COUNCILMEMBER CACCIOTTI, SECOND BY MAYOR PRO TEM MAHMUD, CARRIED 5-0, to:

1. Award a contract to Wondries Fleet Group under the Cooperative Purchase Provisions of Sourcewell (formerly known as NJPA) master vehicle contract, #120716-NAF, for the purchase of a new 2020 Ford Utility Hybrid Police Interceptor administrative vehicle in the amount of \$40,716.
2. Award a contract to Black and White Emergency Vehicles in the amount of \$2,247, for the purchase and installation of emergency equipment.
3. Award a contract to Foothill Communication in the amount of \$9,342 for the purchase of a Motorola police radio.

ACTION/DISCUSSION

16. Public Hearing to Receive Objections or Protests to the Vegetation Management Program Regarding the Abatement of Weeds, Brush, Rubbish and Refuse Upon or in Front of Specified Property in the City and Authorizing by Minute Order the Abatement of Hazardous Vegetation

Fire Chief Paul Riddle provided the staff report.

Mayor Joe inquired as to the number of property owners that were notified. Chief Riddle responded that 93 properties were privately owned and informed.

Mayor Joe opened the Public Hearing at 9:08 p.m.

No public comment provided.

Mayor Joe closed the Public Hearing at 9:08 p.m.

MOTION BY COUNCILMEMBER SCHNEIDER, SECOND BY COUNCILMEMBER KHUBESRIAN, CARRIED 5-0, to: hold a Public Hearing and receive public testimony and hearing any objections or protests to the procedures for abating brush and native vegetation fire hazards identified in Resolution No. 7640, and adopted by motion an order directing the abatement of hazardous vegetation.

ADJOURNMENT

Mayor Joe announced the next regular City Council Meeting on March 4th. And there being no further business adjourned the meeting at 9:10 p.m.

Evelyn G. Zneimer
City Clerk

Robert S. Joe
Mayor



City Council Agenda Report

ITEM NO. 10

DATE: May 6, 2020

FROM: Stephanie DeWolfe, City Manager

PREPARED BY: Karen Aceves, Finance Director

SUBJECT: **Approval of Prepaid Warrants in the Amount of \$9,045.00; General City Warrants in the Amount of \$1,250,949.24; General City Warrant Voids in the Amount of (\$10,923.29); Supplemental ACH Payments in the Amount of \$180,907.21.**

Recommendation Action

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

Fiscal Impact

Prepaid Warrants:

Warrant #	\$	0
ACH	\$	9,045.00
Voids	\$	0

General City Warrants:

Warrant # 310426-310611	\$	1,014,162.79
ACH	\$	236,786.45
Voids	\$	(\$10,923.29)

Wire Transfers (LAIF)	\$	0
Wire Transfers (RSA)	\$	0
Wire Transfers (Acct # 2413)	\$	0
Wire Transfers (Acct # 1936)	\$	0
Supplemental ACH Payment	\$	180,907.21

RSA:

Prepaid Warrants	\$	0
General City Warrants	\$	0

Total	\$	<u>1,429,978.16</u>
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Commission Review and Recommendation

This matter was not reviewed by a Commission.

Approval of Warrants

May 6, 2020

Page 2 of 2

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

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. Supplemental ACH Payments
5. Voids

ATTACHMENT 1
Warrant Summary

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

Date 05.06.2020

Fund No.	Amounts		
	Prepaid	Written	
General Fund	101	9,045.00	339,884.41
Insurance Fund	103	-	3,447.30
Street Improvement Program	104	-	36,881.67
Facilities & Equip.Cap. Fund	105	-	-
Local Transit Return "A"	205	-	4,003.83
Local Transit Return "C"	207	-	10,282.76
TEA/Metro	208	-	20,992.28
Sewer Fund	210	-	6,351.33
CTC Traffic Improvement	211	-	-
Street Lighting Fund	215	-	39,752.52
Public,Education & Govt Fund	217	-	-
Clean Air Act Fund	218	-	5,567.95
Business Improvement Tax	220	-	-
Gold Line Mitigation Fund	223	-	-
Mission Meridian Public Garage	226	-	-
Housing Authority Fund	228	-	-
State Gas Tax	230	-	29,324.92
County Park Bond Fund	232	-	-
Measure R	233	-	73,106.35
Measure M	236	-	-
MSRC Grant Fund	238	-	-
Measure W	239	-	13,167.50
Measure H	241	-	-
Prop C Exchange Fund	242	-	51,504.25
Bike & Pedestrian Paths	245	-	-
BTA Grants	248	-	-
Golden Street Grant	249	-	-
Capital Growth Fund	255	-	13,954.94
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	-	591,676.01
Water Efficiency Fund	503	-	-
2016 Water Revenue Bonds Fund	505	-	-
Public Financing Authority	550	-	-
Payroll Clearing Fund	700	-	11,051.22
Column Totals:		<u>9,045.00</u>	<u>1,250,949.24</u>

Fund No.	Amounts		
	Prepaid	Written	
RSA	227	-	-
RSA Report Totals:		<u>-</u>	<u>-</u>

City Report Totals: 1,259,994.24

Wire Transfer - LAIF	-
Wire Transfer - RSA	-
Wire Transfer - Acct # 2413	-
Wire Transfer - Acct # 1936	-
Supplemental ACH Payments	180,907.21
Voids - Prepaid	-
Voids - General Warrant	(10,923.29)

Grand Report Total: 1,429,978.16

Robert Joe, Mayor

Karen Aceves, Finance Director

ATTACHMENT 2
Prepaid Warrant List

Accounts Payable

Checks by Date - Detail by Check Date

User: EAlvarez
Printed: 4/30/2020 10:00 AM



Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
ACH	LIN7766	Linn & Associates	04/20/2020	
	20.01	Professional Planning Services for Mission Bell		6,075.00
	20.02	Professional Planning Services for Mission Bell		2,970.00
Total for this ACH Check for Vendor LIN7766:				9,045.00
Total for 4/20/2020:				9,045.00
Report Total (1 checks):				9,045.00

ATTACHMENT 3
General City Warrant List

Accounts Payable

Checks by Date - Detail by Check Date

User: ealvarez
 Printed: 4/29/2020 3:06 PM



Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
ACH	AFLA7010 211549 373628 795545	AFLAC Optional Insurance March 2020 Optional Insurance January 2020 Optional Insurance February 2020	05/06/2020	871.29 871.29 871.29
Total for this ACH Check for Vendor AFLA7010:				2,613.87
ACH	AME0239 7001752281	AWWA Research Foundation American W American Water Works Assn Membership # 000	05/06/2020	2,223.00
Total for this ACH Check for Vendor AME0239:				2,223.00
ACH	AMPM5011 41623-40314 41948-42851	AM/PM Door, Inc. Urgent Repair to Southwest @ PW Yard Library Electric Door: Troubleshoot & Repair	05/06/2020	509.73 308.75
Total for this ACH Check for Vendor AMPM5011:				818.48
ACH	ARCL 110679	Claudia Argueta COVID-19 Refund due to Class Cancellation	05/06/2020	98.00
Total for this ACH Check for Vendor ARCL:				98.00
ACH	ATGC8530 53214-D 53214-D 53330-D 53330-D 53331-D	Acorn Technology Corp. 8 Lenovo Laptops (COVID-19) 8 Lenovo Laptops (COVID-19) 10 Lenovo Laptops (COVID-19) 10 Lenovo Laptops (COVID-19) 3 Lenovo Laptops (Police Dept.)	05/06/2020	5,532.27 9,220.45 13,334.28 5,714.69 5,567.95
Total for this ACH Check for Vendor ATGC8530:				39,369.64
ACH	BEMN6010 107472 107726 107828 107889 107899	The Bee Man Bee Mangement & Humane Live Bee Removal Bee Mangement & Humane Live Bee Removal Bee Mangement & Humane Live Bee Removal Bee Mangement & Humane Live Bee Removal Bee Mangement & Humane Live Bee Removal	05/06/2020	295.00 295.00 350.00 395.00 390.00
Total for this ACH Check for Vendor BEMN6010:				1,725.00
ACH	BLBA8010 INV-US30234	Bibliotheca, LLC Annual Maint & Support Library	05/06/2020	5,688.84
Total for this ACH Check for Vendor BLBA8010:				5,688.84
ACH	BRAD 110572	Andrew Barboza COVID-19 Refund of Garfield Park Gazebo	05/06/2020	120.00
Total for this ACH Check for Vendor BRAD:				120.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
ACH	CHPT 110668	Anthony Chiappetta COVID-19 Refund of Camp Med	05/06/2020	340.00
Total for this ACH Check for Vendor CHPT:				340.00
ACH	CHSN5270 110675	Sun Chun COVID-19 Refund for Cancelled Class	05/06/2020	32.00
Total for this ACH Check for Vendor CHSN5270:				32.00
ACH	CSAC2012 20401123	CSAC Excess Insurance Authority Employee Assistance Program - April - June 202	05/06/2020	1,471.80
Total for this ACH Check for Vendor CSAC2012:				1,471.80
ACH	CWNC2501 1900576-1900612	Carl Warren & Company Liability Claims Administration Fee 02/2020	05/06/2020	2,427.30
Total for this ACH Check for Vendor CWNC2501:				2,427.30
ACH	DABN8267 BOHNVD	Diana Bohan Four-1 Hour Yoga Videos for Virtual Recreation	05/06/2020	348.00
Total for this ACH Check for Vendor DABN8267:				348.00
ACH	DATA5000 INV2055	Datamatic Inc. Cost to Integrate Water Meter from Fathom to M	05/06/2020	300.00
Total for this ACH Check for Vendor DATA5000:				300.00
ACH	DDL8010 2092 2093	Dr. Detail Ph.D Sanitize Police Vehicles Fleet Cleaning for Dial-a-Ride Buses	05/06/2020	1,075.00 230.00
Total for this ACH Check for Vendor DDL8010:				1,305.00
ACH	DEL4000 10383916097	Dell Marketing L.P. Dell 34 Inch Monitor for Paul Riddle	05/06/2020	644.47
Total for this ACH Check for Vendor DEL4000:				644.47
ACH	DGCD5270 110774	Mary Dingeman-Cerda COVID-19 Refund for Camp Med	05/06/2020	180.00
Total for this ACH Check for Vendor DGCD5270:				180.00
ACH	DIG0800 38233	Digital Telecommunications Corp Transfer Desktop Voicemails to Email COVID-1	05/06/2020	190.00
Total for this ACH Check for Vendor DIG0800:				190.00
ACH	DNLEON 110723	Diana Leone COVID-19 Refund of Camp Med	05/06/2020	330.00
Total for this ACH Check for Vendor DNLEON:				330.00
ACH	DRSM5270 110683	Summer Drake COVID-19 Refund for Camp Med	05/06/2020	180.00
Total for this ACH Check for Vendor DRSM5270:				180.00
ACH	DUJI5270 110627-110630	Jihong Duan COVID-19 Refund of Cancelled Classes	05/06/2020	308.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
Total for this ACH Check for Vendor DUJI5270:				308.00
ACH	EJAS2010 F20-04-12	Emanuel Jones & Associates April 2020 Legislative Services	05/06/2020	2,500.00
Total for this ACH Check for Vendor EJAS2010:				2,500.00
ACH	ERWH 110571	Erin Wahbe COVID-19 Refund of Garfield Park Gazebo	05/06/2020	120.00
Total for this ACH Check for Vendor ERWH:				120.00
ACH	FGXI5270 110616	Xiao Ming Feng COVID-19 Refund for Cancelled Class	05/06/2020	278.00
Total for this ACH Check for Vendor FGXI5270:				278.00
ACH	FGZH5270 110444	Feng Zhang COVID-19 Refund of Camp Med	05/06/2020	150.00
Total for this ACH Check for Vendor FGZH5270:				150.00
ACH	FRFRI 110597	Franklin Frias COVID-19 Refund of Arroyo Park Gazebo	05/06/2020	120.00
Total for this ACH Check for Vendor FRFRI:				120.00
ACH	GARAG 110589	Angelica Garcia COVID-19 Refund due to Class Cancellation	05/06/2020	229.00
Total for this ACH Check for Vendor GARAG:				229.00
ACH	GPPT9090 398049 398333 402339	Gopher Patrol Gopher Patrol / Abatement Gopher Patrol / Abatement Gopher Patrol / Abatement	05/06/2020	250.00 95.00 250.00
Total for this ACH Check for Vendor GPPT9090:				595.00
ACH	HQAB8100 16722	Hi Quality Auto Body Inc. Repairs to PD Unit # 1706	05/06/2020	454.30
Total for this ACH Check for Vendor HQAB8100:				454.30
ACH	HZTR5270 110622	Taralee Hunziker COVID-19 Refund for Cancelled Class	05/06/2020	110.00
Total for this ACH Check for Vendor HZTR5270:				110.00
ACH	JFCNB 110583	Jennifer Cunanan-Besin COVID-19 Refund of Garfield Park Gazebo	05/06/2020	160.00
Total for this ACH Check for Vendor JFCNB:				160.00
ACH	JHMS8020 115985/1 115995/1 116065/1 116131/1 116160/1 205901/1 205901/1	JHM Supply Irrigation Supplies for City Parks, Medians, & O Irrigation Supplies for City Parks, Medians, & O Irrigation Supplies for City Parks, Medians, & O Irrigation Supplies for Orange Grove Median Irrigation Supplies for City Landscapes Irrigation Supplies for City Parks, Medians, & O Irrigation Supplies for City Parks, Medians, & O	05/06/2020	394.06 105.17 37.94 99.39 121.01 133.06 133.06

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	C115412/1	Irrigation Supplies for City Landscapes		-101.30
		Total for this ACH Check for Vendor JHMS8020:		922.39
ACH	JHKM527 110658	Ji Hye Kim COVID-19 Refund of Cancelled Class	05/06/2020	108.00
		Total for this ACH Check for Vendor JHKM527:		108.00
ACH	JJRT 110612	J. Joy Ritter COVID-19 Refund due to Class Cancellation	05/06/2020	42.00
		Total for this ACH Check for Vendor JJRT:		42.00
ACH	JNEN 110625	Eunju Jang COVID-19 Refund due to Class Cancellation	05/06/2020	36.00
		Total for this ACH Check for Vendor JNEN:		36.00
ACH	JNOR 110640	Janis Ortega COVID-19 Refund due to Class Cancellation	05/06/2020	32.00
		Total for this ACH Check for Vendor JNOR:		32.00
ACH	JNZH5270 110617	Jianting Zhu COVID-19 Refund of Cancelled Class	05/06/2020	80.00
		Total for this ACH Check for Vendor JNZH5270:		80.00
ACH	JRGR5270 110705	Joseph Robert Grijalva COVID-19 Refund of Camp Med	05/06/2020	180.00
		Total for this ACH Check for Vendor JRGR5270:		180.00
ACH	KDSN5270 110613	Kendell Swenson COVID-19 Refund for Cancelled Classes	05/06/2020	560.00
		Total for this ACH Check for Vendor KDSN5270:		560.00
ACH	KUPAN 110737	Anton Kupriianov COVID-19 Refund due to Class Cancellation	05/06/2020	108.00
		Total for this ACH Check for Vendor KUPAN:		108.00
ACH	LBZG5270 110639	Libo Zhang COVID-19 Refund of Cancelled Class	05/06/2020	42.00
		Total for this ACH Check for Vendor LBZG5270:		42.00
ACH	LCW7456 1493303-1493307 1494983-1494988 1495369	Liebert Cassidy Whimore Personnel Matters - 01/2020 Personnel Matters - 02/2020 Personnel Matters - 02/2020	05/06/2020	9,000.50 20,929.45 2,100.00
		Total for this ACH Check for Vendor LCW7456:		32,029.95
ACH	LDCR6410 295700	LandCare USA LLC Install of Drain @ Garfield Park	05/06/2020	220.00
		Total for this ACH Check for Vendor LDCR6410:		220.00
ACH	LDNG5270 110680	Linda Nguyen COVID-19 Refund due to Class Cancellation	05/06/2020	90.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
Total for this ACH Check for Vendor LDNG5270:				90.00
ACH	Lee 110641	Jennifer Lee COVID-19 Refund due to Class Cancellation	05/06/2020	68.00
Total for this ACH Check for Vendor Lee:				68.00
ACH	LENC5270 110621	Nancy Lee COVID-19 Refund for Cancelled Class	05/06/2020	558.00
Total for this ACH Check for Vendor LENC5270:				558.00
ACH	LIQU5270 110727	Qinghua Liu COVID-19 Refund for Camp Med	05/06/2020	330.00
Total for this ACH Check for Vendor LIQU5270:				330.00
ACH	LISU5270 110578	Li Su COVID-19 Refund for Camp Med	05/06/2020	330.00
Total for this ACH Check for Vendor LISU5270:				330.00
ACH	LIWG5270 110669	Li Wang COVID-19 Refund for Camp Med	05/06/2020	330.00
Total for this ACH Check for Vendor LIWG5270:				330.00
ACH	LNAM 110636-110637	Amiie Lin COVID-19 Refund due to Class Cancellation	05/06/2020	449.00
Total for this ACH Check for Vendor LNAM:				449.00
ACH	LRAK5270 110608-110609 110608-110609	Lauren Acker COVID-19 Refund for Cancelled Class & Gazebo COVID-19 Refund for Cancelled Class & Gazebo	05/06/2020	139.00 80.00
Total for this ACH Check for Vendor LRAK5270:				219.00
ACH	LUGH 110642	Hongyan Liu COVID-19 Refund due to Class Cancellation	05/06/2020	280.00
Total for this ACH Check for Vendor LUGH:				280.00
ACH	MDTN5270 110678	Teona Mindeli COVID-19 Refund for Cancelled Class	05/06/2020	235.00
Total for this ACH Check for Vendor MDTN5270:				235.00
ACH	MHSK5270 110702	Mahaveer Shaktawat COVID-19 Refund for Camp Med	05/06/2020	330.00
Total for this ACH Check for Vendor MHSK5270:				330.00
ACH	MLCN5270 110468	Melissa Contreras COVID-19 Refund of Cancelled Class	05/06/2020	36.00
Total for this ACH Check for Vendor MLCN5270:				36.00
ACH	MNBL8170 10232 10276 10336	Munibilling Water Billing Services: Absorbtion Charge Water Billing Services: Postage Water Billing Services	05/06/2020	11,665.74 1,391.07 31,000.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	10336	Water Billing Services: Absorbtion Charge		30.00
Total for this ACH Check for Vendor MNBL8170:				44,086.81
ACH	MRCR5270 110665	Mariel Carillo COVID-19 Refund for Camp Med	05/06/2020	180.00
Total for this ACH Check for Vendor MRCR5270:				180.00
ACH	MYYG5270 110689	Maya Yogev COVID-19 Refund for Camp Med	05/06/2020	330.00
Total for this ACH Check for Vendor MYYG5270:				330.00
ACH	NGSI6010 6172	Natural Gas Systems Inc. Monthly Maint. March 2020	05/06/2020	375.00
Total for this ACH Check for Vendor NGS16010:				375.00
ACH	OFF4011 I-01740198 I-01740532	Office Solutions Nitrile Powder Free Gloves Medium, Large, X-L PD Supplies Copy Paper	05/06/2020	195.14 363.71
Total for this ACH Check for Vendor OFF4011:				558.85
ACH	OVDR8011 01148CO20047883 01148CO20056069 01148CO20066202 01148CO20084045 01148CO20084098 01148CO20089709 01148CO20089802 01148CO20089803 01148CO20089878 01148CO20089879 01148CO20089880 01148CO20092708 01148CO20092752	OverDrive Inc. Purchase of Digital Books & Audiobooks for Lit Purchase of Digital Books & Audiobooks for Lit Purchase of Digital Books & Audiobooks for Lit Purchase of Digital Books & Audiobooks for Lit Purchase of Digital Books & Audiobooks for Lit Purchase of Digital Books & Audiobooks for Lit Purchase of Digital Books & Audiobooks for Lit Purchase of Digital Books & Audiobooks for Lit Purchase of Digital Books & Audiobooks for Lit Purchase of Digital Books & Audiobooks for Lit Purchase of Digital Books & Audiobooks for Lit Purchase of Digital Books & Audiobooks for Lit Purchase of Digital Books & Audiobooks for Lit Purchase of Digital Books & Audiobooks for Lit	05/06/2020	1,942.55 357.20 1,094.54 2,012.89 3,957.00 1,328.48 1,964.48 478.78 1,972.89 3,116.82 628.71 451.96 1,207.34
Total for this ACH Check for Vendor OVDR8011:				20,513.64
ACH	PEDS6010 S1407521.001 S1408384.001	Prime Electric Distributors City Center Parking lot LED Conversions City Center Parking lot LED Conversions	05/06/2020	492.45 490.56
Total for this ACH Check for Vendor PEDS6010:				983.01
ACH	PNJM5270 110587	James Ponsoldt COVID-19 Refund of Arroyo Park Gazebo	05/06/2020	320.00
Total for this ACH Check for Vendor PNJM5270:				320.00
ACH	POS5265 1262930 1262930	Post Alarm Systems Monthly Monitoring Fee 05/2020 Monthly Monitoring Fee 05/2020	05/06/2020	51.74 51.74
Total for this ACH Check for Vendor POS5265:				103.48
ACH	POSU8132 52294154 52294154	Prudential Overall Supply Public Works Uniform Supply Public Works Uniform Supply	05/06/2020	60.44 27.43

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	52307624	Public Works Uniform Supply		40.30
	52307624	Public Works Uniform Supply		27.43
	52307625	Public Works Scraper Mats		6.24
	52307625	Public Works Scraper Mats		6.23
	52307626	Public Works Scraper Mats		3.87
	52307626	Public Works Scraper Mats		3.87
	52307626	Public Works Scraper Mats		3.87
	52307626	Public Works Scraper Mats		3.87
	52307626	Public Works Scraper Mats		3.87
	52307627	Public Works Uniform Supply		11.45
	52307627	Public Works Uniform Supply		14.38
	52307627	Public Works Uniform Supply		9.65
	52307627	Public Works Uniform Supply		9.65
	52307627	Public Works Uniform Supply		28.57
	52309736	Public Works Uniform Supply		27.43
	52309736	Public Works Uniform Supply		40.30
	52309737	Public Works Scraper Mats		6.23
	52309737	Public Works Scraper Mats		6.24
	52309738	Public Works Scraper Mats		3.87
	52309738	Public Works Scraper Mats		3.87
	52309738	Public Works Scraper Mats		3.87
	52309738	Public Works Scraper Mats		3.87
	52309738	Public Works Scraper Mats		3.87
	52309738	Public Works Scraper Mats		3.87
	52309739	Public Works Uniform Supply		14.38
	52309739	Public Works Uniform Supply		28.57
	52309739	Public Works Uniform Supply		9.65
	52309739	Public Works Uniform Supply		11.45
	52309739	Public Works Uniform Supply		9.65
	52314235	Public Works Uniform Supply		27.43
	52314235	Public Works Uniform Supply		40.30
	52314236	Public Works Scraper Mats		6.24
	52314236	Public Works Scraper Mats		6.23
	52314237	Public Works Scraper Mats		3.87
	52314237	Public Works Scraper Mats		3.87
	52314237	Public Works Scraper Mats		3.87
	52314237	Public Works Scraper Mats		3.87
	52314237	Public Works Scraper Mats		3.87
	52314237	Public Works Scraper Mats		3.87
	52314238	Public Works Uniform Supply		11.45
	52314238	Public Works Uniform Supply		9.65
	52314238	Public Works Uniform Supply		14.38
	52314238	Public Works Uniform Supply		9.65
	52314238	Public Works Uniform Supply		28.57
	52320904	Public Works Uniform Supply		40.30
	52320904	Public Works Uniform Supply		27.43
	52320905	Public Works Scraper Mats		6.23
	52320905	Public Works Scraper Mats		6.24
	52320906	Public Works Scraper Mats		3.87
	52320906	Public Works Scraper Mats		3.87
	52320906	Public Works Scraper Mats		3.87
	52320906	Public Works Scraper Mats		3.87
	52320907	Public Works Uniform Supply		28.57
	52320907	Public Works Uniform Supply		9.65
	52320907	Public Works Uniform Supply		14.38
	52320907	Public Works Uniform Supply		11.45
	52320907	Public Works Uniform Supply		9.65
	52347647	Public Works Uniform Cleaning Services		27.43
	52347647	Public Works Uniform Cleaning Services		40.30
	52347648	Public Works Scraper Mats		6.23

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	52347648	Public Works Scraper Mats		6.24
	52347649	Public Works Scraper Mats		3.87
	52347649	Public Works Scraper Mats		3.87
	52347649	Public Works Scraper Mats		3.87
	52347649	Public Works Scraper Mats		3.87
	52347649	Public Works Scraper Mats		3.87
	52347650	Public Works Uniform Supply		25.93
	52347650	Public Works Uniform Supply		14.38
	52347650	Public Works Uniform Supply		9.65
	52347650	Public Works Uniform Supply		11.45
	52347650	Public Works Uniform Supply		9.65
	52352120	Public Works Uniform Supply		27.43
	52352120	Public Works Uniform Supply		40.30
	52352121	Public Works Scraper Mats		6.24
	52352121	Public Works Scraper Mats		6.23
	52352122	Public Works Scraper Mats		3.87
	52352122	Public Works Scraper Mats		3.87
	52352122	Public Works Scraper Mats		3.87
	52352122	Public Works Scraper Mats		3.87
	52352122	Public Works Scraper Mats		3.87
	52352122	Public Works Scraper Mats		3.87
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		Total for this ACH Check for Vendor POSU8132:		1,051.03
ACH	REP6115	Siemens Mobility, Inc.	05/06/2020	
	5610208089	Traffic Signal Maint. January 2020		2,163.63
	5620028769	Traffic Signal Call Outs January 2020		1,598.40
				<hr/>
		Total for this ACH Check for Vendor REP6115:		3,762.03
ACH	RMGCM201	RMG Communications	05/06/2020	
	1073	On Call Consultant PIO (March 2020)		10,000.00
				<hr/>
		Total for this ACH Check for Vendor RMGCM201:		10,000.00
ACH	SBMD5270	Mandy Saber	05/06/2020	
	110472-73	COVID-19 Refund for Cancelled Class		202.50
				<hr/>
		Total for this ACH Check for Vendor SBMD5270:		202.50
ACH	SCHAL	Axel Schonthal	05/06/2020	
	110633	COVID-19 Refund due to Class Cancellation		278.00
				<hr/>
		Total for this ACH Check for Vendor SCHAL:		278.00
ACH	SDCH5270	Sandy Chan	05/06/2020	
	110470	COVID-19 Refund for Cancelled Class		101.25
				<hr/>
		Total for this ACH Check for Vendor SDCH5270:		101.25
ACH	SHHY	Hyun Jeong Shim	05/06/2020	
	110674	COVID-19 Refund of Camp Med		279.00
	110674	COVID-19 Refund of Camp Med		180.00
				<hr/>
		Total for this ACH Check for Vendor SHHY:		459.00
ACH	SHNJEF	Jeffrey Shantz	05/06/2020	
	110615	COVID-19 Refund due to Class Cancellation		139.00
				<hr/>
		Total for this ACH Check for Vendor SHNJEF:		139.00
ACH	SHO7777	Showcases	05/06/2020	
	316154	Library Supplies (DVD Cases)		811.64

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
Total for this ACH Check for Vendor SHO7777:				811.64
ACH	STSM1020 191598	Studio Spectrum City Council Streaming Services (March) / Planr	05/06/2020	3,810.00
Total for this ACH Check for Vendor STSM1020:				3,810.00
ACH	UQMS8010 593839	Unique Mgmt Svcs Inc. Recovery Agency Services	05/06/2020	116.35
Total for this ACH Check for Vendor UQMS8010:				116.35
ACH	VVYU5270 110606	Vivian Yu COVID-19 Refund for Cancelled Class	05/06/2020	64.00
Total for this ACH Check for Vendor VVYU5270:				64.00
ACH	WES4152 158195 158195 158195 158195 158893 158893 158893 158893	West Coast Arborists, Inc. Street Tree Maint. Contract Services Street Tree Maint. In-Lieu Tree Planting Street Tree Maint. Annual Tree Planting Street Tree Maint. Removal / Replacement Street Tree Maint. Annual Tree Planting Street Tree Maint. Contract Services 03/16-03/31 Park Maint. Contract Services 03/16-03/31/2020 Street Tree Maint. In-Lieu Tree Planting	05/06/2020	6,543.00 1,600.00 12,810.00 3,409.00 2,570.00 2,042.00 1,200.00 2,500.00
Total for this ACH Check for Vendor WES4152:				32,674.00
ACH	WURQ5270 110626	Rongquan Wu COVID-19 Refund for Cancelled Class	05/06/2020	90.00
Total for this ACH Check for Vendor WURQ5270:				90.00
ACH	YGKM5270 110688	Youngwoong Kim COVID-19 Refund for Camp Med	05/06/2020	330.00
Total for this ACH Check for Vendor YGKM5270:				330.00
ACH	YLAR2920 110691	Yolanda Arellano COVID-19 Refund for Camp Med	05/06/2020	330.00
Total for this ACH Check for Vendor YLAR2920:				330.00
ACH	ZH5270 110733	Shengfei Zhang COVID-19 Refund for Camp Med	05/06/2020	180.00
Total for this ACH Check for Vendor ZH5270:				180.00
ACH	ZH5271 110619	Shufang Zhang COVID-19 Refund for Cancelled Class	05/06/2020	216.00
Total for this ACH Check for Vendor ZH5271:				216.00
ACH	ZHSH 110703	Zhilei Shen COVID-19 Refund for Camp Med	05/06/2020	180.00
Total for this ACH Check for Vendor ZHSH:				180.00
ACH	ZUMAR103 87542	Zumar Industries, Inc. City Wide Pedestrian Crossing Signs & Hardwar	05/06/2020	11,495.82

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
Total for this ACH Check for Vendor ZUMAR103:				11,495.82
310426	3DCHEM 23344	3D Chemical & Equipment Safety Lubricant	05/06/2020	58.99
Total for Check Number 310426:				58.99
310427	ABD0130 03.09-03.20.20	Anthony Abdalla Training Class Reimb. Det. Sgt. Abdalla (03/02-)	05/06/2020	66.63
Total for Check Number 310427:				66.63
310428	AIRT5150 396219	Air Tro PD Dispatch Mini Split Unit	05/06/2020	330.00
Total for Check Number 310428:				330.00
310429	AIR6010 9969952649	Airgas USA LLC Oxygen Cylinder Rental March 2020	05/06/2020	229.80
Total for Check Number 310429:				229.80
310430	AKMR5270 110574	Marine Akseralyan COVID-19 Refund of Garfield Park Gazebo	05/06/2020	80.00
Total for Check Number 310430:				80.00
310431	ALH0179 March 2020	Alhambra Car Wash Police Department Card Washes March 2020	05/06/2020	77.00
Total for Check Number 310431:				77.00
310432	ALL0197 222562	All Star Fire Equipment, Inc. Saftey Clothing / Equipment Debris Carrier	05/06/2020	112.46
Total for Check Number 310432:				112.46
310433	MTAL5270 110659	Matthew Alleman COVID-19 Refund for Camp Med	05/06/2020	330.00
Total for Check Number 310433:				330.00
310434	AIS0107 SEP41030 SEP41030	Alliant Insurance Svcs, Inc. Special Events Reporting January to March 31st Special Events Reporting January to March 31st	05/06/2020	1,467.08 96.39
Total for Check Number 310434:				1,563.47
310435	AMHC5270 110660	Hector Amaya COVID-19 Refund of Camp Med	05/06/2020	330.00
Total for Check Number 310435:				330.00
310436	AME0229 010-19062	Ameritas Vision Ins. March & April (010-19062)	05/06/2020	6,395.80
Total for Check Number 310436:				6,395.80
310437	JCAD5270 110661	Jean-Claude Andre COVID-19 Refund of Camp Med	05/06/2020	180.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 310437:	180.00
310438	ANGRB527 106662	Robert Angarita COVID-19 Refund for Camp Med	05/06/2020	340.00
			Total for Check Number 310438:	340.00
310439	SNAB5270 110664	Sonia Arbouche COVID-19 Refund for Camp Med	05/06/2020	180.00
			Total for Check Number 310439:	180.00
310440	AT&T5006 130464796 264743823	AT & T U-Verse Internet Services 03/18-04/17/2020 Internet Services 03/26-04/25/2020	05/06/2020	46.50 78.80
			Total for Check Number 310440:	125.30
310441	ATCN9011 14521179 14521180	AT&T Services 02/27-03/26/2020 Services 02/27-03/26/2020	05/06/2020	328.61 128.59
			Total for Check Number 310441:	457.20
310442	CIN4011 287288006612x03 287288006612x03 287288006612x03 287288006612x03 287288006612x04 287288006612x04 287288006612x04 287288006612x04 287288006612x04 287288006612x12 287288006612x12 287288006612x12 287288006612x12	AT&T --Cingular Wireless PW Cell Phones - March 2020 PW Cell Phones - March 2020 PW Cell Phones - March 2020 PW Cell Phones - March 2020 PW Cell Phones - April 2020 PW Cell Phones - April 2020 PW Cell Phones - April 2020 PW Cell Phones - April 2020 PW Cell Phones - April 2020 PW Cell Phones - April 2020 PW Cell Phones - February 2020 PW Cell Phones - February 2020 PW Cell Phones - February 2020 PW Cell Phones - February 2020	05/06/2020	231.28 829.83 520.69 251.72 739.33 461.72 186.42 172.68 448.39 773.05 186.57 161.21
			Total for Check Number 310442:	4,962.89
310443	ATH0292 8051477	Athens Disposal Company Bus Stop Barrel Pickup February 2020	05/06/2020	2,148.83
			Total for Check Number 310443:	2,148.83
310444	BRRY5270 110603	Ryan Bard COVID-19 Refund for Cancelled Class	05/06/2020	42.00
			Total for Check Number 310444:	42.00
310445	BKAC2013 27660	Bickmore Actuarial Actuarial Report for the GL & WC Programs	05/06/2020	4,500.00
			Total for Check Number 310445:	4,500.00
310446	BLWT4011 3421	Black & White Emergency Vehicles Police Auto Accessories for Unit # 1501	05/06/2020	1,508.38
			Total for Check Number 310446:	1,508.38
310447	SYBL2920	Sheryl Bloch	05/06/2020	

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	110754	COVID-19 Refund for Cancelled Class		100.00
			Total for Check Number 310447:	100.00
310448	WDFD6116 601805	Bob Wondries Ford Repairs to Unit # 1703	05/06/2020	1,690.95
			Total for Check Number 310448:	1,690.95
310449	ERBR5270 110663	Eric A. Brady COVID-19 Refund of Camp Med	05/06/2020	180.00
			Total for Check Number 310449:	180.00
310450	DBAR3011 10939058 10939058 10939058	Brinks Inc. (Formerly Dunbar Inc.) Invoices 10939058 & 2982051 Invoices 10939058 & 2982051 Invoices 10939058 & 2982051	05/06/2020	214.20 940.28 940.28
			Total for Check Number 310450:	2,094.76
310451	BNIG9203 334-02.04	Bucknam Infrastructure Group Inc. Pavement and Asset Management Information S	05/06/2020	6,434.81
			Total for Check Number 310451:	6,434.81
310452	BUKT5270 110573	Katrina Buxbaum COVID-19 Refund of Garfield Park Gazebo	05/06/2020	80.00
			Total for Check Number 310452:	80.00
310453	CAL6695 101521002151102	CA American Water Co. Water Service Wilson Well # 2	05/06/2020	24.32
			Total for Check Number 310453:	24.32
310454	CAL5236 1771591 1773054 1774053	CA Linen Services Department Supplies - Fire Linen Department Supplies - Fire Linen Department Supplies - Fire Linen	05/06/2020	96.81 104.57 101.86
			Total for Check Number 310454:	303.24
310455	DACA4011 DCalderon	David Calderon Reimb. Training Expenses (Jan,14-16) Ofcer. Da	05/06/2020	56.84
			Total for Check Number 310455:	56.84
310456	CAL8012 3222	Califa Group CENIC WIFI	05/06/2020	4,309.37
			Total for Check Number 310456:	4,309.37
310457	CAN0607 5755	Cantu Graphics Department Expense - Envelopes w/ Fire Logo	05/06/2020	286.59
			Total for Check Number 310457:	286.59
310458	CAT0700 5423 5475 5489	Catering Systems Inc. Senior Meal Program Week 2/10-2/14/2020 Senior Meal Program 03/23-03/27/2020 Senior Meal Program 03/30-04/03/2020	05/06/2020	2,192.40 2,284.20 2,025.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 310458:	6,501.60
310459	ACHG5270 110646	Annie Chang COVID-19 Refund due to Class Cancellation	05/06/2020	178.00
			Total for Check Number 310459:	178.00
310460	STCH5270 110568	Stephanie Chin COVID-19 Refund for Garfield Park	05/06/2020	120.00
			Total for Check Number 310460:	120.00
310461	CHKN5270 110739	Kenneth Chung COVID-19 Refund for Cancelled Class	05/06/2020	312.00
			Total for Check Number 310461:	312.00
310462	GLE2563 760	City of Glendale I-C-I System Roamer Fees for April - June 2020	05/06/2020	1,275.00
			Total for Check Number 310462:	1,275.00
310463	CLSG5270 110671-72	Sergio Colominas COVID-19 Refund for Camp Med	05/06/2020	198.00
			Total for Check Number 310463:	198.00
310464	CORE6011 82017779	CoreLogic Information Solutions, Inc. Public Information Database - Public Works	05/06/2020	300.00
			Total for Check Number 310464:	300.00
310465	CPRLA 9-19	CPR Services Los Angeles LLC Healthcare Provider Basic Life Support Cards	05/06/2020	400.00
			Total for Check Number 310465:	400.00
310466	DROW8010 0117224-IN	D & R Office Works, Inc. Room Partitions for Community Services Transi	05/06/2020	2,592.86
			Total for Check Number 310466:	2,592.86
310467	DSP0755 8728	D & S Printing Printing 5,000 Sheets 3x5 Paper	05/06/2020	192.94
			Total for Check Number 310467:	192.94
310468	DBEL5010 1204	DB Electronics Command Share: CAD Upgrade for Emergency	05/06/2020	818.53
			Total for Check Number 310468:	818.53
310469	DLCL5270 110731	Claire Delarmente COVID-19 Refund of Camp Med	05/06/2020	180.00
			Total for Check Number 310469:	180.00
310470	DIV5011 INDI21284	Diversified Inspections Annual Ground Ladder Safety Inspection	05/06/2020	900.00
			Total for Check Number 310470:	900.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
310471	DUB0187 DUBOIS	Andrew DuBois Reimb. Training Class Feb. 20 Cpl. DuBois	05/06/2020	117.85
Total for Check Number 310471:				117.85
310472	ECC9000	E.C.Construction	05/06/2020	
	5	Prop C Exchange Monterey Rd. St. Improvemen		26,804.25
	5	Measure R Monterey Rd. St. Improvement		71,271.85
	5	STP-L Monterey Rd. St. Improvement		20,171.48
	5	Water Fund Monterey Rd. St. Improvement		103,438.03
	6	STP-L Monterey Rd. St. Improvement		820.80
	6	Prop C Exchange Monterey Rd. St. Improvemen		24,700.00
	6	Water Fund Monterey Rd. St. Improvement		9,310.00
	6	Measure R Monterey Rd. St. Improvement		1,834.50
Total for Check Number 310472:				258,350.91
310473	EMRS4010 T2020-219	Emergency Response Crime Scene Cleanin Decontamination of Police Vehicles	05/06/2020	1,200.00
Total for Check Number 310473:				1,200.00
310474	EMPI5011 1162966 1162986-1 1167031 1169321	Empire Cleaning Supply Emergency Supplies Emergency Supplies Emergency Dept. Supplies (Wipes & Disinfectar Emergency Dept. Supplies (Wipes & Disinfectar	05/06/2020	1,335.23 71.65 194.02 206.78
Total for Check Number 310474:				1,807.68
310475	ERND5270 110685	Nadia Erceg COVID-19 Refund for Camp Med	05/06/2020	330.00
Total for Check Number 310475:				330.00
310476	COBR7131 1104080 119645	Flex Advantage April Admin Fee & May Premium Reimb.Batch April Admin Fee & May Premium Reimb.	05/06/2020	1,719.44 66.00
Total for Check Number 310476:				1,785.44
310477	FRAD5170 110695	Andrea Forbes COVID-19 Refund due to Camp Med Cancellati	05/06/2020	330.00
Total for Check Number 310477:				330.00
310478	ALFS4610 244123485	Alexa Foster Parking Citation Admin. Hearing Refund	05/06/2020	108.00
Total for Check Number 310478:				108.00
310479	RNGR5270 110740	Renee Garcia COVID-19 Refund for Cancelled Class	05/06/2020	279.00
Total for Check Number 310479:				279.00
310480	THR5910 3308 3329 3361 3372 3375	George L.Throop Co. Street Division Supplies Street Division Supplies Street Division Supplies Street Division Supplies Street Division Supplies	05/06/2020	36.14 96.74 197.77 319.74 305.60

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	3382	Street Division Supplies		1,028.36
	3443	Street Division Supplies		875.63
	3481	Street Division Supplies		355.97
				<hr/>
Total for Check Number 310480:				3,215.95
310481	ADGZPD 110699	Adrian Gonzalez-Pacheco COVID-19 Refund: Cancelled Camp Med	05/06/2020	330.00
				<hr/>
Total for Check Number 310481:				330.00
310482	GRA6601 852471432	Grainger Grand Reservoir Instant Water Heater for Sink	05/06/2020	198.81
				<hr/>
Total for Check Number 310482:				198.81
310483	JNGR5270 110701	Jonathan Gratigny COVID-19 Refund of Camp Med	05/06/2020	180.00
				<hr/>
Total for Check Number 310483:				180.00
310484	ALHR5510 1149828209	Alex Harrison Refund Fire Flow Test Receipt # 1149828209	05/06/2020	516.00
				<hr/>
Total for Check Number 310484:				516.00
310485	HSMI5270 110718	Mishal Hasmi COVID-19 Refund for Camp Med	05/06/2020	180.00
				<hr/>
Total for Check Number 310485:				180.00
310486	ANHD5270 110467	Ana V Hernandez COVID-19 Refund due to Class Cancellation	05/06/2020	36.00
				<hr/>
Total for Check Number 310486:				36.00
310487	BRHZ5270 110708	Brenda Hernandez COVID-19 Refund of Camp Med	05/06/2020	330.00
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Total for Check Number 310487:				330.00
310488	HLPT4470 10144702	Patricia Holden Refund Temporary No Parking Signs	05/06/2020	74.00
				<hr/>
Total for Check Number 310488:				74.00
310489	CHHL5270 110710	Christopher Holland COVID-19 Refund of Camp Med	05/06/2020	330.00
				<hr/>
Total for Check Number 310489:				330.00
310490	HOM1515 2305214 2512190 2512241 3971179 8381373 9014063 9392447	Home Depot Credit Services February 2020 Citwide Supplies February 2020 Citwide Supplies February 2020 Citwide Supplies February 2020 Citwide Supplies February 2020 Citwide Supplies February 2020 Citwide Supplies February 2020 Citwide Supplies	05/06/2020	474.20 160.23 82.63 911.48 62.46 314.13 64.63
				<hr/>
Total for Check Number 310490:				2,069.76
310491	BRHG5270	Bernice Hong	05/06/2020	

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	110741	COVID-19 Refund due to Class Cancellation		64.00
			Total for Check Number 310491:	64.00
310492	PHRD5270 110471	Patricia Hong-Rodak COVID-19 Refund of Cancelled Class	05/06/2020	101.25
			Total for Check Number 310492:	101.25
310493	SRMH5270 110713	Sarah M Howard COVID-19 Refund for Camp Med	05/06/2020	180.00
			Total for Check Number 310493:	180.00
310494	MRHG5270 110645	Mary Huang COVID-19 Refund of Cancelled Class	05/06/2020	40.00
			Total for Check Number 310494:	40.00
310495	HuJS5270 110744	Junsuk Huh COVID-19 Refund of Cancelled Class	05/06/2020	90.00
			Total for Check Number 310495:	90.00
310496	DVHT5270 110746	David Hutchins COVID-19 Refund due to Class Cancellation	05/06/2020	40.00
			Total for Check Number 310496:	40.00
310497	HYPH5270 110726	Phung Huynh COVID-19 Refund for Camp Med	05/06/2020	180.00
			Total for Check Number 310497:	180.00
310498	ITCR2501 76-006114 76-006186	Intercare Holdings Insurance Svcs Re-Issue March 2019 Workers Comp, Claims Re-Issue November 2019 Workers Comp, Claim	05/06/2020	340.00 680.00
			Total for Check Number 310498:	1,020.00
310499	INT6115 73153	Interstate Batteries Library Egres Door Battery	05/06/2020	10.94
			Total for Check Number 310499:	10.94
310500	INCG6011 55780 56209	Interwest Consulting Group Planning & Building Consultant November 2019 Planning & Building Consultant December 2019	05/06/2020	12,080.00 15,840.00
			Total for Check Number 310500:	27,920.00
310501	INVMR517 110643	Marta Invernizzi COVID-19 Refund of Garfield Park Gazebo	05/06/2020	120.00
			Total for Check Number 310501:	120.00
310502	IICC8025 279976-963517	Irwindale Industrial Clinic Employee Medical Card Update: DOJ Physical	05/06/2020	50.00
			Total for Check Number 310502:	50.00
310503	ITRN5270 110711	Rana Itani COVID-19 Refund for Camp Med	05/06/2020	330.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 310503:	330.00
310504	JICH5270 110716	Chunping Jiang COVID-19 Refund of Camp Med	05/06/2020	180.00
			Total for Check Number 310504:	180.00
310505	RCJI5270 110717	Richu Jiang COVID-19 Refund for Camp Med	05/06/2020	180.00
			Total for Check Number 310505:	180.00
310506	JHA307 SOPASEPCA0120 SOPASEPCA1019 SOPASEPCA1119 SOPASNP0220	John L. Hunter Associates, Inc. Measure W Project Concepy Analysis Enchances Water Management Plan (EWMP) Measure W Project Concept Analysis Consulting Services: NPDES Stormwater Compl	05/06/2020	3,217.50 746.25 6,245.00 2,958.75
			Total for Check Number 310506:	13,167.50
310507	JCRS5011 47723	Jones Coffee Roasters Fire Department Supplies	05/06/2020	139.05
			Total for Check Number 310507:	139.05
310508	KNPY8010 KDEP-6092	Kanopy LLC Kanopy Film Streaming Service for Library	05/06/2020	6,000.00
			Total for Check Number 310508:	6,000.00
310509	KEY2011 34365	Keyser Marston Associates Inc 625 Fair Oaks Ave. Density Bonus	05/06/2020	1,120.00
			Total for Check Number 310509:	1,120.00
310510	HYKM5270 110667	Hayon Kim COVID-19 Refund of Camp Med	05/06/2020	340.00
			Total for Check Number 310510:	340.00
310511	KOAC6010 JB91281-1	KOA Corporation Rogan Fund Proposal for Traffic Signal Improv.	05/06/2020	4,404.00
			Total for Check Number 310511:	4,404.00
310512	DBKT5270 110750	Debbie Kotani COVID-19 Refund due to Class Cancellation	05/06/2020	125.00
			Total for Check Number 310512:	125.00
310513	LTAP5500 6011863 6011863 6012137 6012137	L.A.C. M. T. A. Senior / Disabled TAP Passes Senior / Disabled TAP Passes Senior / Disabled TAP Passes Senior / Disabled TAP Passes	05/06/2020	10.00 10.00 10.00 10.00
			Total for Check Number 310513:	40.00
310514	LSLL6010 202002-01 202002-02	LA Solutions For Engineering Resources, I Re-Issue On-Call Stormwater Mgmt. Check # 31 Re-Issue On-Call Stormwater Mgmt. Check # 31	05/06/2020	1,250.00 1,700.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 310514:	2,950.00
310515	RDLM5270 110719	Richard Lam COVID-19 Refund for Cancelled Class	05/06/2020	180.00
			Total for Check Number 310515:	180.00
310516	THLG5270 110644	Theresa Langhaar COVID-19 Refund for Cancelled Class	05/06/2020	139.00
			Total for Check Number 310516:	139.00
310517	CYLR5270 110638	Clayton Larson COVID-19 Refund due to Class Cancellation	05/06/2020	170.00
			Total for Check Number 310517:	170.00
310518	AD5270 110721	Ada Lee COVID-19 Refund for Class Cancellation	05/06/2020	180.00
			Total for Check Number 310518:	180.00
310519	VVLE5270 110474	Vivan Lee COVID-19 Refund for Cancelled Class	05/06/2020	34.00
			Total for Check Number 310519:	34.00
310520	LTKR6201 4111357201 LKB191212	Leotek Electronics USA City Wide Streetlight LED Replacement Februar Provider of Light Emitting Diode for City Street	05/06/2020	9,046.89 -5,737.80
			Total for Check Number 310520:	3,309.09
310521	LIFE822 985474 986801 988258 990933 991059	Life-Assist Inc. Medical Supplies Fire Department Medical Supplies Fire Department Medical Supplies Fire Department Medical Supplies Fire Department Medical Supplies Fire Department	05/06/2020	203.67 40.84 30.11 198.46 209.48
			Total for Check Number 310521:	682.56
310522	LMHW5270 110567	Howard Lim COVID-19 Refund of Garfield Park Gazebo	05/06/2020	120.00
			Total for Check Number 310522:	120.00
310523	CHLOO527 110748	Charmaine Loo COVID-19 Refund due to Class Cancellation	05/06/2020	142.00
			Total for Check Number 310523:	142.00
310524	JELP5270 110728	Jesus Lopez COVID-19 Refund of Camp Med	05/06/2020	180.00
			Total for Check Number 310524:	180.00
310525	LOU1111 SLouie	Spencer Louie Reimb. Training Mileage Expense Sgt. Louie (Ja	05/06/2020	52.20
			Total for Check Number 310525:	52.20

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
310526	TNLX5270 110693	Tina Lozano COVID-19 Refund for Camp Med	05/06/2020	180.00
Total for Check Number 310526:				180.00
310527	MKKR5270 110585	Karin Mak COVID-19 Refund of Arroyo Park Gazebo	05/06/2020	80.00
Total for Check Number 310527:				80.00
310528	MRMT5270 110724	Maria Martin COVID-19 Refund for Camp Med	05/06/2020	180.00
Total for Check Number 310528:				180.00
310529	MBFEC106 S21569	Marx Bros. Fire Extinguisher Co. Semi-Annual Inspection of Fire Suppression Sys	05/06/2020	90.00
Total for Check Number 310529:				90.00
310530	LYMR5270 110684	Lynn Meersman COVID-19 Refund of Camp Med	05/06/2020	180.00
Total for Check Number 310530:				180.00
310531	LRMZ4011 LMendez	Laura Mendez Reimb. Training Class Police Clerk Mendez (Jan	05/06/2020	48.72
Total for Check Number 310531:				48.72
310532	MOWMG 110376	Margarette Mow COVID-19 Refund for Camp Med	05/06/2020	180.00
Total for Check Number 310532:				180.00
310533	MYBD5270 110246	Bohdana Myhal COVID-19 Refund due to Class Cancellation	05/06/2020	200.00
Total for Check Number 310533:				200.00
310534	NDSI6011 20-5041	National Data & Surveying, Inc. Traffic Data Collection Services	05/06/2020	1,480.00
Total for Check Number 310534:				1,480.00
310535	NLCH5270 110690	Chinnu Nelakurthy COVID-19 Refund of Camp Med	05/06/2020	330.00
Total for Check Number 310535:				330.00
310536	UYNG5270 110725	Uyen Da Nguyen COVID-19 Refund for Camp Med	05/06/2020	180.00
Total for Check Number 310536:				180.00
310537	NRGM5270 110734	Gemma North COVID-19 Refund due to Class Cancellation	05/06/2020	139.00
Total for Check Number 310537:				139.00
310538	PEG4590 April 2020 April 2020	NUFIC A.D.D. Ins. Basic A.D.D. Ins. Voluntary	05/06/2020	210.00 817.40

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	March 2020	A.D.D. Ins. Voluntary		808.65
	March 2020	A.D.D. Ins. Basic		205.50
Total for Check Number 310538:				2,041.55
310539	NV5R9266 156878	NV5 Construction Mgmt & Inspections Svcs - Graves	05/06/2020	41,116.96
Total for Check Number 310539:				41,116.96
310540	OMEG4011 01728	Omega Polygraph Pre-Employment Polygraph Police Clerk II Janu:	05/06/2020	450.00
Total for Check Number 310540:				450.00
310541	ORRT5270 110715	Joey Orr-Tam COVID-19 Refund of Camp Med	05/06/2020	180.00
Total for Check Number 310541:				180.00
310542	OLNP8010 68724 68725 68726 68727 68745 68746 68868 68870 68871	Outlook Newspaper Public Notice Advertisements Public Notice Advertisements Public Notice Advertisements Public Notice Advertisements Public Notice Advertisements Public Notice Advertisements Public Notice Advertisements Advertise RFP Notice for Cateres for Senior Cen Advertise RFP Notice for Cateres for Senior Cen	05/06/2020	135.00 135.00 101.25 146.25 157.50 157.50 108.00 147.00 147.00
Total for Check Number 310542:				1,234.50
310543	PHCP9255 19 20	Pacific Hydrotech Corp. Graves Reservoir Replacement Project Invoice # Graves Reservoir Replacement Project Invoice #	05/06/2020	145,293.00 239,860.28
Total for Check Number 310543:				385,153.28
310544	PAKH5011 4010153471 4010153471	Parkhouse Tire Inc. Emergency Heavy Duty Truck Tires Unit # 318 Emergency Heavy Duty Truck Tire Main Unit #	05/06/2020	919.83 919.83
Total for Check Number 310544:				1,839.66
310545	DMPT5270 110692	Damian Petrou COVID-19 Refund of Camp Med	05/06/2020	180.00
Total for Check Number 310545:				180.00
310546	CGPH4011 CPhillips	Craig Phillips Reimb. Training Class Cpl. Phillips (Jan.21-24)	05/06/2020	94.54
Total for Check Number 310546:				94.54
310547	PHOE4610 112019184	Phoenix Group Information Systems Citations Processed for 02/20	05/06/2020	5,047.62
Total for Check Number 310547:				5,047.62
310548	PSOMAS 153565	PSOMAS General Plan & Downtown Specific May & June	05/06/2020	2,102.50

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	156546	General Plan & Downtown Specific August 201		3,240.00
	158795	General Plan & Downtown Specific October - N		6,420.00
	159533	General Plan & Downtown Specific November 2		8,483.66
	160825	General Plan & Downtown Specific January - F		16,316.15
			Total for Check Number 310548:	36,562.31
310549	PUWA8020 202016858	Pure Water Department Supplies March 2020 Fire Dept.	05/06/2020	87.39
			Total for Check Number 310549:	87.39
310550	WNCH5270 110635	Chen Quan COVID-19 Refund for Cancelled Class	05/06/2020	42.00
			Total for Check Number 310550:	42.00
310551	QUI7779 W0810212324	Quinn Company Repairs to Fuel Injection Pump 02/28/2020	05/06/2020	1,144.96
			Total for Check Number 310551:	1,144.96
310552	RHSR5270 110681	Sarah Ragsdale COVID-19 Refund for Camp Med	05/06/2020	330.00
			Total for Check Number 310552:	330.00
310553	RMKR5270 110696	Karina Ramirez COVID-19 Refund of Camp Med	05/06/2020	330.00
			Total for Check Number 310553:	330.00
310554	RMKT5270 110584	Kate Ramirez COVID-19 Refund of Garfield Park Gazebo	05/06/2020	120.00
			Total for Check Number 310554:	120.00
310555	RHCC7101 S20-142R-ZSPS	Rio Hondo College P.O.S.T. Basic Police Academy Applicant Eders	05/06/2020	2,480.50
			Total for Check Number 310555:	2,480.50
310556	RIPU8540 15523	Roadline Products Inc. USA Street Division Safety Items Police Dept.	05/06/2020	5,278.63
			Total for Check Number 310556:	5,278.63
310557	EWGZ5011 0108 019 3298	Eduardo Rodriguez Power Supply for Work at Home COVID-19	05/06/2020	118.49
			Total for Check Number 310557:	118.49
310558	SLRM5270 110620	Saul Romo COVID-19 Refund for Cancelled Class	05/06/2020	349.00
			Total for Check Number 310558:	349.00
310559	RSAN5270 110697	Andrew Rose COVID-19 Refund for Camp Med	05/06/2020	330.00
			Total for Check Number 310559:	330.00
310560	RMSF8025	Routematch	05/06/2020	

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	43073	IVR Calls and Tech Support for Transit Division		2,778.30
			Total for Check Number 310560:	2,778.30
310561	MRRS5270 110698	Margaret Russett COVID-19 Refund for Camp Med	05/06/2020	330.00
			Total for Check Number 310561:	330.00
310562	ARSL5270 110755	Armando Salas COVID-19 Refund due to Class Cancellation	05/06/2020	280.00
			Total for Check Number 310562:	280.00
310563	SGVMC111 849928/850953	San Gabriel Valley Medical Center Blood Alcohol Withdrawl (Smith & Peralta)	05/06/2020	96.00
			Total for Check Number 310563:	96.00
310564	SAN4958 R1658 R1658	San Marino Security System Qtr. Monitoring Fee WMB, GPYH, EPH Qtr. Monitoring Fee WMB, GPYH, EPH	05/06/2020	207.00 1,035.00
			Total for Check Number 310564:	1,242.00
310565	SCAM5270 110575	Amy Sanchez COVID-19 Refund of Park Gazebo	05/06/2020	160.00
			Total for Check Number 310565:	160.00
310566	MICH4011 MSanchez	Michael Sanchez Reimb. Training Class Cpl. Sanchez (Feb.27)	05/06/2020	73.03
			Total for Check Number 310566:	73.03
310567	LYSC5270 110700	Federico Sanchez Leyva COVID-19 Refund of Camp Med	05/06/2020	330.00
			Total for Check Number 310567:	330.00
310568	JRSD5270 110756	Jorge Sandoval COVID-19 Refund for Class Cancellation	05/06/2020	32.00
			Total for Check Number 310568:	32.00
310569	NOSA5270 110738	Nora Sandoval COVID-19 Refund for Cancelled Classes	05/06/2020	560.00
			Total for Check Number 310569:	560.00
310570	SCAT6710 14758	Scott's Automotive Vehicle Maint Expense for PW	05/06/2020	487.34
			Total for Check Number 310570:	487.34
310571	SDSI0107 225161 226640 226640 226641	SDS Security Design Systems Maint. for City Hall Access Control First Floor Maint. for Security Cameras , Software Maint. for Security Cameras , Software Maint. for Security Cameras , Software	05/06/2020	305.13 217.46 113.00 30.00
			Total for Check Number 310571:	665.59

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
310572	MNSL5270 110729	Manel Silva COVID-19 Refund for Camp Med	05/06/2020	330.00
Total for Check Number 310572:				330.00
310573	SMJN5270 110707	Jennifer Simon COVID-19 Refund of Camp Med	05/06/2020	330.00
Total for Check Number 310573:				330.00
310574	ANQS5270 110709	Angelique Singh COVID-19 Refund of Camp Med	05/06/2020	330.00
Total for Check Number 310574:				330.00
310575	SCMM6116 17882	So. Cal Mobile Maint. Safety Emergency Maint. for MV-1 Vehicle	05/06/2020	751.64
Total for Check Number 310575:				751.64
310576	SOCT8030 IN1432588	SoCal Office Technologies Citywide Copier Service Account # CO72:21L1:	05/06/2020	76.54
Total for Check Number 310576:				76.54
310577	SCIV4011 SPPD-20-2	South Cities Investigations Employment Background for Police Clerk II Apj	05/06/2020	2,200.00
Total for Check Number 310577:				2,200.00
310578	SPIV5270 110586	Inna Spivak COVID-19 Refund of Garfield Park Gazebo	05/06/2020	120.00
Total for Check Number 310578:				120.00
310579	STA5219 3441543761 3441659900 3441953520 3442176117 3442176118 3442176119 3442683990 3442683991 3442876629 3443018515 3443018522 3443018523	Staples Business Advantage Finance Office Supplies Community Services COVID-19 Supplies Human Resources Office Supplies Management Services Office Supplies City Clerk Department Scanner COVID-19 Community Services Supplies Management Services Office Supplies Management Services Office Supplies Community Services Supplies Management Services Office Supplies Community Services Supplies Community Services Supplies Community Services Supplies	05/06/2020	70.86 283.75 197.09 45.80 437.99 71.31 258.12 30.88 45.31 18.60 109.49 60.87
Total for Check Number 310579:				1,630.07
310580	SCRR4010 740A 740A	Superior Court of CA, County of LA Revenue Distribution for January 2020 Court Fe Revenue Distribution for February 2020 Court F	05/06/2020	7,014.50 10,494.00
Total for Check Number 310580:				17,508.50
310581	KTSW5270 110714	Keith Swallow COVID-19 Refund for Camp Med	05/06/2020	180.00
Total for Check Number 310581:				180.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
310582	RSZE4010 1213553-1213556	Ricky Sze Reimb. Employee for Wiper Replacement for Ur	05/06/2020	48.96
Total for Check Number 310582:				48.96
310583	TLJN5270 110670	Jenny Talavera COVID-19 Refund of Camp Med	05/06/2020	180.00
Total for Check Number 310583:				180.00
310584	TLMS5011 2	Tanouye Lawn Mower Shop Supply / Service Rebuild for Rotary Saw E-781	05/06/2020	191.53
Total for Check Number 310584:				191.53
310585	TES1111 110720	Anteneh Tesfaye COVID-19 Refund of Camp Med	05/06/2020	340.00
Total for Check Number 310585:				340.00
310586	HODE8011 544851843 544851850	The Home Depot Pro (Formerly Supply Wc COVID-19 Santizing Wipes COVID-19 Santizer Dispenser Parts	05/06/2020	195.81 31.34
Total for Check Number 310586:				227.15
310587	THEG5270 110666	Eugenie Throckmorton COVID-19 Refund of Camp Med	05/06/2020	340.00
Total for Check Number 310587:				340.00
310588	TIM4011 008 0251967 008 0345504 008 0357905	Time Warner Cable Account # 8448 30 008 0251967 (03-22/04-21-2 Account # 8448 30 008 0345504 (03-22/04-21-2 Account # 8448 30 008 0357905 (04/05-05/04/21	05/06/2020	218.51 360.00 130.94
Total for Check Number 310588:				709.45
310589	PTTL 40848-853 40848-853 40848-853 40848-853 40848-853 40848-853 40848-853	Peter Tolkin Refind Permit Request for 245 Fair Oaks Permit Refind Permit Request for 245 Fair Oaks Permit Refind Permit Request for 245 Fair Oaks Permit Refind Permit Request for 245 Fair Oaks Permit Refind Permit Request for 245 Fair Oaks Permit Refind Permit Request for 245 Fair Oaks Permit Refind Permit Request for 245 Fair Oaks Permit	05/06/2020	13,954.94 708.90 647.60 681.80 1,129.70 2,860.69 28,606.98
Total for Check Number 310589:				48,590.61
310590	TOTR5011 20-36	TopTownTire, LLC Batallian 9 Vehicle Tire Maint.	05/06/2020	2,258.75
Total for Check Number 310590:				2,258.75
310591	TAEV9224 51416 51416 52540 52540	Total Access Elevator Inc. City Elevator Maint. March 2020 City Elevator Maint. March 2020 City Elevator Maint. April 2020 City Elevator Maint. April 2020	05/06/2020	606.75 385.00 606.75 385.00
Total for Check Number 310591:				1,983.50

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
310592	TRE9241 Ri20010476	Trench Shoring Rental of (2) Loft K-Rail Barriers	05/06/2020	180.00
Total for Check Number 310592:				180.00
310593	TWMR5270 110462	Maria Tuason COVID-19 Refund of Cancelled Class	05/06/2020	36.00
Total for Check Number 310593:				36.00
310594	UCL6115 2424	UCLA Center for Prehospital Care Continuing Education and Quality Improvement	05/06/2020	2,344.60
Total for Check Number 310594:				2,344.60
310595	POR4707 114-10127188	United Site Services, Inc. Portable Toilet Services for Skate Park April 202	05/06/2020	339.35
Total for Check Number 310595:				339.35
310596	VALD4011 CValdez	Catalina Valdez Reimb. Training Class Ofcr. Catalina Valdez (Fe	05/06/2020	512.00
Total for Check Number 310596:				512.00
310597	VTIN4010 120222	Ven Tek International Annual Operating Costs for Mission Meridian Pa	05/06/2020	1,815.00
Total for Check Number 310597:				1,815.00
310598	VEBU3010 71403198	MCI Comm Service Verizon Business Svcs Verizon Account # SV193519 Conference Line	05/06/2020	6.98
Total for Check Number 310598:				6.98
310599	VERW6711 9850690830 9851320525 9851320525	Verizon Wireless Verizon Account # 842311063-00001 Verizon Account # 270619951-00002 Verizon Account # 270619951-00002	05/06/2020	325.67 38.01 456.12
Total for Check Number 310599:				819.80
310600	SNWK5270 110757	Masahiko Wakui COVID-19 Refund of Cancelled Class	05/06/2020	90.00
Total for Check Number 310600:				90.00
310601	WKMT5270 110722	Daniel Wakumoto COVID-19 Refund of Camp Med	05/06/2020	180.00
Total for Check Number 310601:				180.00
310602	WPSL6115 26493	Western Pacific Signal LLC Pedestrian Push Button Replacement 03/20/2020	05/06/2020	354.02
Total for Check Number 310602:				354.02
310603	WIL2010 415652 415832	Willdan Engineering Monterey Road - Construction Mgmt. On-Call Construction Mgmt. & Inspection Servi	05/06/2020	14,513.00 22,368.67
Total for Check Number 310603:				36,881.67

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
310604	WIT6353 2002059 2003059	Wittman Enterprises LLC Paramedic Billing Services February 2020 Paramedic Billing Services March 2020	05/06/2020	3,189.31 3,884.80
Total for Check Number 310604:				7,074.11
310605	WON1111 DWong	Daren Wong Reimb. Training Class Ofcr. Wong (Jan21-24)	05/06/2020	62.64
Total for Check Number 310605:				62.64
310606	MKYU5270 110469	Kar Yan Mak COVID-19 Refund of Cancelled Class	05/06/2020	34.00
Total for Check Number 310606:				34.00
310607	YiJy5270 110758	Joyce Yi COVID-19 Refund of Cancelled Class	05/06/2020	64.00
Total for Check Number 310607:				64.00
310608	YNJF5270 110588	Jennifer Young COVID-19 Refund of Garfield Park Gazebo	05/06/2020	80.00
Total for Check Number 310608:				80.00
310609	ZHSG5270 110732	Shujan Zhang COVID-19 Refund for Camp Med	05/06/2020	340.00
Total for Check Number 310609:				340.00
310610	ZHHG5270 110735	Hong Zheng COVID-19 Refund of Camp Med	05/06/2020	330.00
Total for Check Number 310610:				330.00
310611	ZHVS5270 110706	Vasilisa I Ziakhodjaeva COVID-19 Refund for Camp Med	05/06/2020	180.00
Total for Check Number 310611:				180.00
Total for 5/6/2020:				1,250,949.24
Report Total (270 checks):				1,250,949.24

ATTACHMENT 4
Supplemental ACH
Payments



ACH Payment Log			
Date	Vendor	Amount	Description
4/14/2020	MUFG	\$167,322.68	Debt payment to MUFG Bank for Downtown Revitalization Redv. Project.
4/14/2020	Pitney Bowes International	\$2,000.00	Pitney Bowes Postage Meter Reimb. Payment.
4/16/2020	So. Cal. Edison	\$4,852.43	So Cal Edison Customer Account Payments
4/24/2020	UMPQUA Bank	\$6,732.10	March 2020 City Credit Card Payment.
Total:		\$180,907.21	

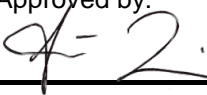
CITY OF SOUTH PASADENA
 JOURNAL VOUCHER
 FISCAL YEAR 2019/2020

#	ACCOUNT DESCRIPTION/EXPLANATION	General Ledger Account Numbers	Debit Amount	Credit Amount
1	Utilities	101-6010-6410-8140-000	74.91	
	Utilities	101-6010-6601-8140-000	679.12	
	Electricity	101-8010-8011-8140-000	1,688.34	
	Cash & Cash Equivalentts	101-0000-0000-1000-000		2,442.37
2	Electricity	215-6010-6115-8140-000	309.14	
	Utilities	215-6010-6201-8140-000	61.43	
	Cash & Cash Equivalentts	215-0000-0000-1000-000		370.57
3	Utilities	232-6010-6417-8140-000	10.81	
	Cash & Cash Equivalentts	232-0000-0000-1000-000		10.81
4	Electricity	500-6010-6710-8140-000	315.83	
	Pumping Power	500-6010-6711-8152-000	1,712.85	
	Cash & Cash Equivalentts	500-0000-0000-1000-000		2,028.68
TOTALS:			4,852.43	4,852.43

Comments/Notes:

GL Posting of online pymt. on 04.16.2020 for SoCAL Edison Customer Accts.

Prepared By:
Esteban Alvarez

Approved by:


Posted To General Ledger:

Period: 10

Date: 04.16.2020

Voucher No.

18

General Ledger

Journal Entry Proof List

User: EAlvarez
 Printed: 4/16/2020 - 4:45 PM
 Batch: 51503.04.2020



Account Number	Account Description	Debit Amount	Credit Amount	Line Description	System Reference	Project Management
Journal Entry: 018-10-2020		Journal Entry Date: 04/16/2020				
101-6010-6410-8140-000	Utilities	74.91	0.00	GL Posting of online pymt. on 04.16.2020 for SoCAL Edison Customer Accts.		
101-6010-6601-8140-000	Utilities	679.12	0.00	GL Posting of online pymt. on 04.16.2020 for SoCAL Edison Customer Accts.		
101-8010-8011-8140-000	Electricity	1,688.34	0.00	GL Posting of online pymt. on 04.16.2020 for SoCAL Edison Customer Accts.		
101-0000-0000-1000-000	Cash & Cash Equivalents	0.00	2,442.37	GL Posting of online pymt. on 04.16.2020 for SoCAL Edison Customer Accts.		
215-6010-6115-8140-000	Electricity	309.14	0.00	GL Posting of online pymt. on 04.16.2020 for SoCAL Edison Customer Accts.		
215-6010-6201-8140-000	Utilities	61.43	0.00	GL Posting of online pymt. on 04.16.2020 for SoCAL Edison Customer Accts.		
215-0000-0000-1000-000	Cash & Cash Equivalents	0.00	370.57	GL Posting of online pymt. on 04.16.2020 for SoCAL Edison Customer Accts.		

Account Number	Account Description	Debit Amount	Credit Amount	Line Description	System Reference	Project Management
232-6010-6417-8140-000	Utilities	10.81	0.00	GL Posting of online pymt. on 04.16.2020 for SoCAL Edison Customer Accts.		
232-0000-0000-1000-000	Cash & Cash Equivalents	0.00	10.81	GL Posting of online pymt. on 04.16.2020 for SoCAL Edison Customer Accts.		
500-6010-6710-8140-000	Electricity	315.83	0.00	GL Posting of online pymt. on 04.16.2020 for SoCAL Edison Customer Accts.		
500-6010-6711-8152-000	Pumping Power	1,712.85	0.00	GL Posting of online pymt. on 04.16.2020 for SoCAL Edison Customer Accts.		
500-0000-0000-1000-000	Cash & Cash Equivalents	0.00	2,028.68	GL Posting of online pymt. on 04.16.2020 for SoCAL Edison Customer Accts.		
Journal Entry Totals		4,852.43	4,852.43			
Journal Entry Balance		0.00				
Report Totals:		4,852.43	4,852.43			
		0.00				



REQUEST FOR PAYMENT

Requested By

Department: Finance Department
 Date: 4/15/2020
 Fiscal Year: FY19-20

Payable To

Address: So Cal Edison
P.O. Box 300
Rosemead CA, 91772-0001

Vendor #: _____

Description:
City Electric Bills

Purchase Order Information

PO #: _____
 Contract End Date (if applicable): _____

Close PO

Prepayment (Please use BLUE paper)

Please check if this is a Prepayment

Reason for Prepayment:
Avoid Late Fee

Account #	Invoice #	Amount
101-8010-8011-8140-000	2-03-526-2971	\$ 1,688.34
101-6010-6601-8140-000	2-03-526-2989	\$ 637.66
215-6010-6115-8140-000	2-06-563-3190	\$ 48.95
215-6010-6115-8140-000	2-25-275-9774	\$ 10.67
215-6010-6115-8140-000	2-25-276-0079	\$ 11.55
215-6010-6201-8140-000	2-25-782-0183	\$ 13.69
215-6010-6115-8140-000	2-25-893-7838	\$ 116.52
215-6010-6115-8140-000	2-25-917-5446	\$ 11.29
215-6010-6115-8140-000	2-25-943-5469	\$ 14.54
215-6010-6115-8140-000	2-27-383-9407	\$ 15.53
101-6010-6410-8140-000	2-28-755-7763	\$ 74.91
500-6010-6711-8152-000	2-28-791-0368	\$ 1,712.85
101-6010-6601-8140-000	2-29-081-7717	\$ 41.46
215-6010-6115-8140-000	2-30-740-8864	\$ 43.49
215-6010-6201-8140-000	2-30-857-9200	\$ 26.63
215-6010-6201-8140-000	2-30-857-9267	\$ 21.11
500-6010-6710-8140-000	2-31-496-1954	\$ 315.83
215-6010-6115-8140-000	2-33-936-7765	\$ 36.60
232-6010-6417-8140-000	2-39-180-5082	\$ 10.81
Total:		\$ 4,852.43

From: [SCE](#)
To: [Esteban Alvarez](#)
Subject: Payment Confirmation
Date: Thursday, April 16, 2020 12:30:21 PM

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[My Account](#)

We Received Your Payment

Dear City of ,

Thank you for your payment.

Your payment will post to your bank account within approximately 3 business days from your scheduled payment date.

First Image



Customer Account Details

Customer Account Number	Amount Paid	Account Type	Checking Account	Payment Scheduled Date	Confirmation Number	Payment Status
339367765	36.60	STD	XXXXXXXXX3688	04/16/2020	8339367765107131	Success

Questions? Please call customer service at **1-800-655-4555**.

Alert: Update your contact information today to receive outage alert notifications. Log into your [SCE.com account](#) or [Register](#) and click on [My Account > Settings > Outage Alert Preferences](#)

From: [SCE](#)
To: [Esteban Alvarez](#)
Subject: Payment Confirmation
Date: Thursday, April 16, 2020 12:29:22 PM

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We Received Your Payment

Dear City of ,

Thank you for your payment.

Your payment will post to your bank account within approximately 3 business days from your scheduled payment date.

First Image



Customer Account Details

Customer Account Number	Amount Paid	Account Type	Checking Account	Payment Scheduled Date	Confirmation Number	Payment Status
314961954	315.83	STD	XXXXXXXXXX3688	04/16/2020	8314961954107631	Success

Questions? Please call customer service at **1-800-655-4555**.

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From: [SCE](#)
To: [Esteban Alvarez](#)
Subject: Payment Confirmation
Date: Thursday, April 16, 2020 12:29:01 PM

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[My Account](#)

We Received Your Payment

Dear City of ,

Thank you for your payment.

Your payment will post to your bank account within approximately 3 business days from your scheduled payment date.

First Image



Customer Account Details

Customer Account Number	Amount Paid	Account Type	Checking Account	Payment Scheduled Date	Confirmation Number	Payment Status
308579267	21.11	STD	XXXXXXXXX3688	04/16/2020	8308579267107031	Success

Questions? Please call customer service at **1-800-655-4555**.

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From: [SCE](#)
To: [Esteban Alvarez](#)
Subject: Payment Confirmation
Date: Thursday, April 16, 2020 12:28:33 PM

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We Received Your Payment

Dear City of ,

Thank you for your payment.

Your payment will post to your bank account within approximately 3 business days from your scheduled payment date.

First Image



Customer Account Details

Customer Account Number	Amount Paid	Account Type	Checking Account	Payment Scheduled Date	Confirmation Number	Payment Status
308579200	26.63	STD	XXXXXXXXX3688	04/16/2020	8308579200107131	Success

Questions? Please call customer service at **1-800-655-4555**.

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From: [SCE](#)
To: [Esteban Alvarez](#)
Subject: Payment Confirmation
Date: Thursday, April 16, 2020 12:27:48 PM

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We Received Your Payment

Dear City of ,

Thank you for your payment.

Your payment will post to your bank account within approximately 3 business days from your scheduled payment date.

First Image



Customer Account Details

Customer Account Number	Amount Paid	Account Type	Checking Account	Payment Scheduled Date	Confirmation Number	Payment Status
307408864	43.49	STD	XXXXXXXXX3688	04/16/2020	8307408864107131	Success

Questions? Please call customer service at **1-800-655-4555**.

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From: [SCE](#)
To: [Esteban Alvarez](#)
Subject: Payment Confirmation
Date: Thursday, April 16, 2020 12:27:19 PM

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We Received Your Payment

Dear City of ,

Thank you for your payment.

Your payment will post to your bank account within approximately 3 business days from your scheduled payment date.

First Image



Customer Account Details

Customer Account Number	Amount Paid	Account Type	Checking Account	Payment Scheduled Date	Confirmation Number	Payment Status
290817717	41.46	STD	XXXXXXXXX3688	04/16/2020	8290817717107131	Success

Questions? Please call customer service at **1-800-655-4555**.

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From: [SCE](#)
To: [Esteban Alvarez](#)
Subject: Payment Confirmation
Date: Thursday, April 16, 2020 12:26:53 PM

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[My Account](#)

We Received Your Payment

Dear City of ,

Thank you for your payment.

Your payment will post to your bank account within approximately 3 business days from your scheduled payment date.

First Image



Customer Account Details

Customer Account Number	Amount Paid	Account Type	Checking Account	Payment Scheduled Date	Confirmation Number	Payment Status
287910368	1712.85	STD	XXXXXXXXX3688	04/16/2020	8287910368107931	Success

Questions? Please call customer service at **1-800-655-4555**.

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From: [SCE](#)
To: [Esteban Alvarez](#)
Subject: Payment Confirmation
Date: Thursday, April 16, 2020 12:26:27 PM

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We Received Your Payment

Dear City of ,

Thank you for your payment.

Your payment will post to your bank account within approximately 3 business days from your scheduled payment date.

First Image



Customer Account Details

Customer Account Number	Amount Paid	Account Type	Checking Account	Payment Scheduled Date	Confirmation Number	Payment Status
287557763	74.91	STD	XXXXXXXXX3688	04/16/2020	8287557763107231	Success

Questions? Please call customer service at **1-800-655-4555**.

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From: [SCE](#)
To: [Esteban Alvarez](#)
Subject: Payment Confirmation
Date: Thursday, April 16, 2020 12:25:09 PM

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We Received Your Payment

Dear City of ,

Thank you for your payment.

Your payment will post to your bank account within approximately 3 business days from your scheduled payment date.

First Image



Customer Account Details

Customer Account Number	Amount Paid	Account Type	Checking Account	Payment Scheduled Date	Confirmation Number	Payment Status
273839407	15.53	STD	XXXXXXXXX3688	04/16/2020	8273839407107031	Success

Questions? Please call customer service at **1-800-655-4555**.

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From: [SCE](#)
To: [Esteban Alvarez](#)
Subject: Payment Confirmation
Date: Thursday, April 16, 2020 12:22:55 PM

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We Received Your Payment

Dear City of ,

Thank you for your payment.

Your payment will post to your bank account within approximately 3 business days from your scheduled payment date.

First Image



Customer Account Details

Customer Account Number	Amount Paid	Account Type	Checking Account	Payment Scheduled Date	Confirmation Number	Payment Status
259435469	14.54	STD	XXXXXXXXX3688	04/16/2020	8259435469107031	Success

Questions? Please call customer service at **1-800-655-4555**.

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From: [SCE](#)
To: [Esteban Alvarez](#)
Subject: Payment Confirmation
Date: Thursday, April 16, 2020 12:22:10 PM

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We Received Your Payment

Dear City of ,

Thank you for your payment.

Your payment will post to your bank account within approximately 3 business days from your scheduled payment date.

First Image



Customer Account Details

Customer Account Number	Amount Paid	Account Type	Checking Account	Payment Scheduled Date	Confirmation Number	Payment Status
259175446	11.29	STD	XXXXXXXXX3688	04/16/2020	8259175446107031	Success

Questions? Please call customer service at **1-800-655-4555**.

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From: [SCE](#)
To: [Esteban Alvarez](#)
Subject: Payment Confirmation
Date: Thursday, April 16, 2020 12:21:42 PM

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We Received Your Payment

Dear City of ,

Thank you for your payment.

Your payment will post to your bank account within approximately 3 business days from your scheduled payment date.

First Image



Customer Account Details

Customer Account Number	Amount Paid	Account Type	Checking Account	Payment Scheduled Date	Confirmation Number	Payment Status
258937838	116.52	STD	XXXXXXXXX3688	04/16/2020	8258937838107331	Success

Questions? Please call customer service at **1-800-655-4555**.

Alert: Update your contact information today to receive outage alert notifications. Log into your [SCE.com account](#) or [Register](#) and click on [My Account > Settings > Outage Alert Preferences](#)

From: [SCE](#)
To: [Esteban Alvarez](#)
Subject: Payment Confirmation
Date: Thursday, April 16, 2020 12:21:10 PM

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[My Account](#)

We Received Your Payment

Dear City of ,

Thank you for your payment.

Your payment will post to your bank account within approximately 3 business days from your scheduled payment date.

First Image



Customer Account Details

Customer Account Number	Amount Paid	Account Type	Checking Account	Payment Scheduled Date	Confirmation Number	Payment Status
257820183	13.69	STD	XXXXXXXXX3688	04/16/2020	8257820183107031	Success

Questions? Please call customer service at **1-800-655-4555**.

Alert: Update your contact information today to receive outage alert notifications. Log into your [SCE.com account](#) or [Register](#) and click on [My Account > Settings > Outage Alert Preferences](#)

From: [SCE](#)
To: [Esteban Alvarez](#)
Subject: Payment Confirmation
Date: Thursday, April 16, 2020 12:20:01 PM

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[My Account](#)

We Received Your Payment

Dear City of ,

Thank you for your payment.

Your payment will post to your bank account within approximately 3 business days from your scheduled payment date.

First Image



Customer Account Details

Customer Account Number	Amount Paid	Account Type	Checking Account	Payment Scheduled Date	Confirmation Number	Payment Status
252760079	11.55	STD	XXXXXXXXX3688	04/16/2020	8252760079107031	Success

Questions? Please call customer service at **1-800-655-4555**.

Alert: Update your contact information today to receive outage alert notifications. Log into your [SCE.com account](#) or [Register](#) and click on [My Account > Settings > Outage Alert Preferences](#)

From: [SCE](#)
To: [Esteban Alvarez](#)
Subject: Payment Confirmation
Date: Thursday, April 16, 2020 12:18:53 PM

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[My Account](#)

We Received Your Payment

Dear City of ,

Thank you for your payment.

Your payment will post to your bank account within approximately 3 business days from your scheduled payment date.

First Image



Customer Account Details

Customer Account Number	Amount Paid	Account Type	Checking Account	Payment Scheduled Date	Confirmation Number	Payment Status
252759774	10.67	STD	XXXXXXXXX3688	04/16/2020	8252759774107031	Success

Questions? Please call customer service at **1-800-655-4555**.

Alert: Update your contact information today to receive outage alert notifications. Log into your [SCE.com account](#) or [Register](#) and click on [My Account > Settings > Outage Alert Preferences](#)

From: [SCE](#)
To: [Esteban Alvarez](#)
Subject: Payment Confirmation
Date: Thursday, April 16, 2020 12:18:30 PM

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[My Account](#)

We Received Your Payment

Dear City of ,

Thank you for your payment.

Your payment will post to your bank account within approximately 3 business days from your scheduled payment date.

First Image



Customer Account Details

Customer Account Number	Amount Paid	Account Type	Checking Account	Payment Scheduled Date	Confirmation Number	Payment Status
65633190	48.95	STD	XXXXXXXXXX3688	04/16/2020	8065633190107131	Success

Questions? Please call customer service at **1-800-655-4555**.

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From: [SCE](#)
To: [Esteban Alvarez](#)
Subject: Payment Confirmation
Date: Thursday, April 16, 2020 12:17:31 PM

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[My Account](#)

We Received Your Payment

Dear City of ,

Thank you for your payment.

Your payment will post to your bank account within approximately 3 business days from your scheduled payment date.

First Image



Customer Account Details

Customer Account Number	Amount Paid	Account Type	Checking Account	Payment Scheduled Date	Confirmation Number	Payment Status
35262989	637.66	STD	XXXXXXXXX3688	04/16/2020	8035262989107831	Success

Questions? Please call customer service at **1-800-655-4555**.

Alert: Update your contact information today to receive outage alert notifications. Log into your [SCE.com account](#) or [Register](#) and click on [My Account > Settings > Outage Alert Preferences](#)

From: [SCE](#)
To: [Esteban Alvarez](#)
Subject: Payment Confirmation
Date: Thursday, April 16, 2020 12:16:37 PM

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[My Account](#)

We Received Your Payment

Dear City of ,

Thank you for your payment.

Your payment will post to your bank account within approximately 3 business days from your scheduled payment date.

First Image



Customer Account Details

Customer Account Number	Amount Paid	Account Type	Checking Account	Payment Scheduled Date	Confirmation Number	Payment Status
35262971	1688.34	STD	XXXXXXXXXX3688	04/16/2020	8035262971107931	Success

Questions? Please call customer service at **1-800-655-4555**.

Alert: Update your contact information today to receive outage alert notifications. Log into your [SCE.com account](#) or [Register](#) and click on [My Account > Settings > Outage Alert Preferences](#)

From: [SCE](#)
To: [Esteban Alvarez](#)
Subject: Payment Confirmation
Date: Thursday, April 16, 2020 12:31:57 PM

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[My Account](#)

We Received Your Payment

Dear City of ,

Thank you for your payment.

Your payment will post to your bank account within approximately 3 business days from your scheduled payment date.

First Image



Customer Account Details

Customer Account Number	Amount Paid	Account Type	Checking Account	Payment Scheduled Date	Confirmation Number	Payment Status
391805082	10.81	STD	XXXXXXXXX3688	04/16/2020	8391805082107031	Success

Questions? Please call customer service at **1-800-655-4555**.

Alert: Update your contact information today to receive outage alert notifications. Log into your [SCE.com account](#) or [Register](#) and click on [My Account > Settings > Outage Alert Preferences](#)

General Ledger

Journal Entry Proof List

User: EAlvarez
 Printed: 4/14/2020 - 8:36 PM
 Batch: 51402.04.2020



Account Number	Account Description	Debit Amount	Credit Amount	Line Description	System Reference	Project Management
Journal Entry: 013-10-2020 Journal Entry Date: 04/14/2020						
227-7200-7211-8331-000	Debt Service - Interest	28,950.00	0.00	Post ACH pymt. to MUFG Union Bank Acct. 3013055 for Downtown Revitalization Redv. Project.		
227-7200-7211-8330-000	Debt Service - Principal	140,000.00	0.00	Post ACH pymt. to MUFG Union Bank Acct. 3013055 for Downtown Revitalization Redv. Project.		
227-0000-0000-1000-000	Cash & Cash Equivalents	0.00	1,627.32	Post ACH pymt. to MUFG Union Bank Acct. 3013055 for Downtown Revitalization Redv. Project.		
227-0000-0000-1000-000	Cash & Cash Equivalents	0.00	167,322.68	Post ACH pymt. to MUFG Union Bank Acct. 3013055 for Downtown Revitalization Redv. Project.		
Journal Entry Totals		<u>168,950.00</u>	<u>168,950.00</u>			
Journal Entry Balance		<u>0.00</u>				

Account Number	Account Description	Debit Amount	Credit Amount	Line Description	System Reference	Project Management
----------------	---------------------	--------------	---------------	------------------	------------------	--------------------

Report Totals:

		168,950.00	168,950.00			
		0.00				



March 31, 2020

SOUTH PASADENA COMMUNITY REDEV. AGENCY
ATTN: FINANCE DIRECTOR
1414 MISSION STREET
SOUTH PASADENA, CA 91030

RE: SOUTH PASADENA CITY COMMTY REDEV
AGENCY
DOWNTOWN REVITALIZATION REDV. PRJT NO 1
TAX ALLOCATION BONDS SERIES 2000

3013055

In accordance with the terms of the governing documents relating to the above referenced transaction, a debt service payment is due 5/1/2020.

The amount due is calculated as follows:

Total Interest Amount	\$28,950.00
Total Principal Amount	\$140,000.00
Credit	(\$1,627.32)

Payment Due By: 04/24/2020

Total Debt Service Due: \$167,322.68

Please remit payment on or before the due date in accordance with the governing documents.

By WIRE:	By ACH:
MUFG Union Bank, N.A.	MUFG Union Bank, N.A.
ABA# 122000496	ABA# 122000496
Account: 6711646701	Account: 6711646701

Payments remitted by check must be received 2 days prior to due date.

Payments received after 11:00AM EST on the payment date may not be processed in time to meet Depository Trust & Clearing Corporation ("DTCC") payment deadline requirements and may result in late fees/penalties assessed by DTCC and passed onto the issuer/obligor.

Should you have any questions, please feel free to contact me.

Sincerely,

Nabeel Badawi
2132365918
Nabeel.Badawi@unionbank.com

General Ledger

Journal Entry Proof List

User: EAlvarez
 Printed: 4/14/2020 - 10:06 PM
 Batch: 51403.04.2020



Account Number	Account Description	Debit Amount	Credit Amount	Line Description	System Reference	Project Management
Journal Entry: 014-10-2020		Journal Entry Date: 04/14/2020				
101-1020-1021-8010-000	Postage	4.09	0.00	Posting of Funds Paid Online to Pitney Bowes Reserve Account 34133033.		
101-1010-1011-8010-000	Postage	1.44	0.00	Posting of Funds Paid Online to Pitney Bowes Reserve Account 34133033.		
101-2010-2011-8010-000	Postage	3.60	0.00	Posting of Funds Paid Online to Pitney Bowes Reserve Account 34133033.		
101-3010-3011-8010-000	Postage	392.65	0.00	Posting of Funds Paid Online to Pitney Bowes Reserve Account 34133033.		
101-5010-5011-8010-000	Postage	252.07	0.00	Posting of Funds Paid Online to Pitney Bowes Reserve Account 34133033.		
101-7010-7011-8010-000	Postage	623.57	0.00	Posting of Funds Paid Online to Pitney Bowes Reserve Account 34133033.		
101-4010-4011-8010-000	Postage	529.86	0.00	Posting of Funds Paid Online to Pitney Bowes Reserve Account 34133033.		

Account Number	Account Description	Debit Amount	Credit Amount	Line Description	System Reference	Project Management
101-6010-6011-8010-000	Postage	171.09	0.00	Posting of Funds Paid Online to Pitney Bowes Reserve Account 34133033.		
101-0000-0000-5255-000	Passport Services	21.63	0.00	Posting of Funds Paid Online to Pitney Bowes Reserve Account 34133033.		
101-0000-0000-1000-000	Cash & Cash Equivalents	0.00	2,000.00	Posting of Funds Paid Online to Pitney Bowes Reserve Account 34133033.		
Journal Entry Totals		2,000.00	2,000.00			
Journal Entry Balance		0.00				
Report Totals:		2,000.00	2,000.00			
		0.00				

Account Summary Report

Date Range: Nov 21, 2019 to Apr 8, 2020

Meter Group: All Meters

You have 4 meters in the selected group

Account Summary

Account	Sub Account	Sub Sub Account	Pieces	Total Charged	%	Reload Amount	GL Account
City Clerk	-	-	17	\$33.200			
		Total	17	\$33.200	0%	\$4.09	101-1020-1021-8010
City Council	-	-	6	\$17.950			
		Total	6	\$17.950	0%	\$1.44	101-1010-1011-8010
City Manager	-	-	15	\$53.200			
		Total	15	\$53.200	0%	\$3.60	101-2010-2011-8010
Finance	-	-	1,634	\$782.250			
		Total	1,634	\$782.250	20%	\$392.65	101-3010-3011-8010
Fire	-	-	1,049	\$459.900			
		Total	1,049	\$459.900	13%	\$252.07	101-5010-5011-8010
Passport Fees	-	-	90	\$734.900			
		Total	90	\$734.900	1%	\$21.63	101-0000-0000-5255
Planning / Building	-	-	2,595	\$1,457.800			
		Total	2,595	\$1,457.800	31%	\$623.57	101-7010-7011-8010
Police	-	-	2,205	\$1,352.940			
		Total	2,205	\$1,352.940	26%	\$529.86	101-4010-4011-8010
Public Works	-	-	712	\$364.850			
		Total	712	\$364.850	9%	\$171.09	101-6010-6011-8010
Grand Total			8,323	\$5,256.990	100%	\$2,000.00	

Postage By Phone Scheduled Pay confirmation -

A payment has been posted to your Postage By Phone account: 34133033

in the amount of \$2,000.00 from your checking account XXXXX3688

These funds are available for you to refill your meter.

To add postage to your meter, logon to our website at postagebyphone.com and follow the meter refill instructions. If you have any questions regarding your account, Please click the support option.

Thank you for being a Pitney Bowes Postage By Phone customer.



UMPQUA
B · A · N · K

CITY OF SOUTH PASADENA

Page 1 of 3
VISA

Account Inquiries



Customer Service: (866) 777-9013
Lost or Stolen Card: (866) 839-3485



Please Direct Written Inquiries to:
UMPQUA BANK
PO BOX 1952
SPOKANE, WA 99210-1952



To pay on-line:
www.umpquabank.com

Account Summary

Previous Balance	\$	10,815.96
Purchases	+	6,613.26
Cash	+	0.00
Special	+	0.00
Credits	-	50.00 -
Payments	-	10,815.96 -
Other Debits	+	0.00
Finance Charges	+	168.84
NEW BALANCE	\$	6,732.10

Payment Information



Total Minimum Payment Due \$6,732.10

Minimum Payment \$ 6,732.10

Payment Due Date 04/25/20

Mail Payments to: UMPQUA BANK PO BOX 2310 SPOKANE WA 99210-2310

Account Activity Since Your Last Statement

Trans Date	Post Date	Plan Name	Reference Number	Description	Amount
03/14	03/15	PPLN01	24906410074090274483815	SMK*SURVEYMONKEY.COM 971-2445555 CA	\$ 384.00
03/17	03/18	PPLN01	24492150077852947507927	LIEBERTCASS 310-981-2000 CA	75.00
03/16	03/18	PPLN01	24707800077030033900519	THE LEAGUE OF CALIFORNIA 916-658-8200 CA	25.00
03/24	03/25	PPLN01	24692160084100342910728	IN *LIONHEART SAFETY LLC 559-6427306 CA	1,833.02
Cardholder Name: VIRTUAL ACCT ONLINE SALE					
Total Charges for Account Number:					2,317.02
03/10	03/11	PPLN01	24412950070014000378095	AMERICAN PUBLIC WORKS 8165955273 MO	\$ 50.00
03/19	03/22		74412950080029000341136	CREDIT VOUCHER	50.00 -
					AMERICAN PUBLIC WORKS 8165955273 MO
Cardholder Name: VIRTUAL ACCT TRAIN CONF					
Total Charges for Account Number:					0.00
03/02	03/03	PPLN01	24492150062715591328600	GOVX INC 888-468-5511 CA	\$ 582.94
Cardholder Name: PAUL RIDDLE					
Total Charges for Account Number:					582.94
03/05	03/06	PPLN01	24906410065089756839909	EVgo Services LLC 855-5095581 TX	\$ 281.34
03/17	03/18	PPLN01	24231680078837000364242	SMART AND FINAL 370 PASADENA CA	323.30
03/24	03/26	PPLN01	24435650085703000434385	RESTAURANT DEPOT PASADENA CA	364.45
Cardholder Name: SHEILA PAUTSCH					
Total Charges for Account Number:					969.09
03/18	03/20	PPLN01	24431060079286088800119	GUS'S BBQ SOUTH PASADENA CA	\$ 197.43
03/28	03/29	PPLN01	24493980089026486045681	ZOOM.US 888-799-9666 CA	149.90
03/28	03/29	PPLN01	24493980089026486228097	ZOOM.US 888-799-9666 CA	149.90

PLEASE DETACH COUPON AND RETURN PAYMENT USING THE ENCLOSED ENVELOPE - ALLOW 5 DAYS FOR MAIL DELIVERY

UMPQUA BANK
PO BOX 1952
SPOKANE WA 99210-1952



UMPQUA
B · A · N · K

Check box to indicate
name/address change
on back of this coupon

AMOUNT OF PAYMENT ENCLOSED

Closing Date

03/31/20

New Balance

\$6,732.10

**Total Minimum
Payment Due**

\$6,732.10

Payment Due Date

04/25/20

\$

CITY OF SOUTH PASADENA
1414 MISSION ST
ATTN: MARIAM LEE KO
SOUTH PASADENA CA 91030



10641

MAKE CHECK PAYABLE TO:



UMPQUA BANK
PO BOX 2310
SPOKANE WA 99210-2310

10-68



Account Activity Since Your Last Statement... Continued

Trans Date	Post Date	Plan Name	Reference Number	Description	Amount
Cardholder Name: STEPHANIE DEWOLFE					
Total Charges for Account Number:					497.23
03/19	03/20	PPLN01	24391210080761040145817	DICK'S CLOTHING&SPORTING PASADENA CA	\$ 109.22
Cardholder Name: JOE ORTIZ					
Total Charges for Account Number:					109.22
02/27	03/01	PPLN01	24445000059500541973683	7743 Dominos Pizza 616-281-5200 CA	\$ 31.26
03/04	03/06	PPLN01	24323000065200352300022	PATAKAN THAI RESTAURANT 626-441-2489 CA	188.23
03/11	03/12	PPLN01	24906410071090094201556	WAYFAIR*Wayfair wayfair.com MA	280.30
03/16	03/17	PPLN01	24430990076400556001306	MICROSOFT*STORE MSBILL.INFO WA	99.99
03/16	03/18	PPLN01	24137460077500694340794	OFFICE DEPOT #666 ALHAMBRA CA	55.78
03/17	03/20	PPLN01	24761970079207787505387	TOASTMASTERS RENEW WEB 702-439-5050 CO	1,255.00
03/24	03/26	PPLN01	24137460085500446782871	OFFICE DEPOT #5125 800-463-3768 CA	77.16
Cardholder Name: FINANCE DEPARTMENT					
Total Charges for Account Number:					1,987.72
02/29	03/01	PPLN01	24692160060100966418972	CHEVRON 0308292 SOUTH PASADEN CA	\$ 16.17
03/04	03/05	PPLN01	24692160064100795125547	CHEVRON 0308292 SOUTH PASADEN CA	17.26
03/11	03/12	PPLN01	24692160071100428354556	CHEVRON 0308292 SOUTH PASADEN CA	18.36
03/18	03/19	PPLN01	24692160078100849769989	CHEVRON 0308292 SOUTH PASADEN CA	19.93
03/24	03/25	PPLN01	24692160084100356065930	CHEVRON 0308292 SOUTH PASADEN CA	13.14
03/26	03/27	PPLN01	24692160086100316664325	CHEVRON 0308292 SOUTH PASADEN CA	15.18
Cardholder Name: MOTOR OFFICERS					
Total Charges for Account Number:					100.04
Payments, Adjustments and Others					
03/26	03/26		1852184	INTERNET PMT-THANK YOU	\$ 10,815.96 -

Plan Level Information										
Plan Name	Plan Description	FCM *	Previous Balance	Average Daily Balance	Periodic Rate **	Corresponding APR	Finance Charges	Fees/Finance Charge	Effective APR	Ending Balance
Purchases										
PPLN01 001	PURCHASE	E	\$10,815.96	\$8,781.71	0.06008% (D)	21.9900%	\$168.84	\$0.00	21.9901%	\$6,732.10
Cash										
CPLN01 001	CASH	A	\$0.00	\$0.00	0.06554% (D)	23.9900%	\$0.00	\$0.00	0.0000%	\$0.00
Total			\$10,815.96	\$8,781.71			\$168.84	\$0.00	21.9901%	\$6,732.10
Days In Billing Cycle: 32						APR = Annual Percentage Rate				
*See last page for explanation of Finance Charge Method (FCM)						** Periodic Rate (M)=Monthly (D)=Daily				
(V) = Variable Rate If you have a variable rate account the periodic rate and Annual Percentage Rate (APR) may vary.										

NAME CHANGE

Please use blue or black ink to complete form

Last

First

Middle

ADDRESS CHANGE

Street

City

State

ZIP Code

Home Phone () -

Business Phone () -

SIGNATURE REQUIRED

TO AUTHORIZE CHANGES Signature _____



IMPORTANT INFORMATION

Finance Charge Calculation Methods and Computation of Average Daily Balance Subject to Finance Charge. The Finance Charge Calculation Method applicable to your account for Cash Advances, Balance Transfers and Credit Purchases of goods and services that you obtain through the use of your card is specified on the front side of this statement and explained below:

Method A - Average Daily Balance (including current transactions). The Finance Charge on purchases begins from the date the transaction is posted to your account, and the Finance Charge on cash advances begins from the date you obtained the cash advance, or the first day of the billing cycle in which it is posted to your account, whichever is later. There is no grace period.

We figure a portion of the Finance Charge on your applicable balance (i.e., Cash Advance balance, Balance Transfer balance, or Purchase Balance, as the case may be) by applying the applicable periodic rate to the applicable "average daily balance" (including current Transactions). To get the "average daily balance," we take the beginning balance of your Cash Advances, Balance Transfers, or Purchases, as the case may be, each day, add any new Cash Advances, Balance Transfers, or Purchases, as the case may be, and subtract any payments or credits applicable to Cash Advance balance, Balance Transfer balance, or Purchase balance, as the case may be. This gives us the daily balance. Then we add up all the daily balances for the billing cycle and divide the total by the number of days in the billing cycle. This gives us the "average daily balance."

Payment Crediting and Credit Balance. Payments received at the location specified on the front of the statement after the phrase "MAKE CHECK PAYABLE TO" will be credited as of the date of receipt to the account specified on the payment coupon. Payments received at locations other than the address specified or payments that do not conform to the requirements set forth on or with the periodic statement (e.g. missing payment stub, payment envelope other than as provided with your statement, multiple checks or multiple coupons in the same envelope) may be subject to delay in crediting, but shall be credited within five days of receipt. If there is a credit balance due on your account, you may request in writing that such amount be paid to you. Submit your request to the address indicated on the front of this statement after the phrase "Please Direct Written Inquiries to:".

Closing Date. The closing date is the last day of the billing cycle; all transactions received after the closing date will appear on your next statement.

Annual Fee. If your account has been assessed an annual fee, you may avoid paying this annual fee by sending written notification of termination within 30 days following the mailing date of this bill, to the address found at the top of the first page of this bill under your financial institutions name. You may use your card(s) during this 30 day period but immediately thereafter must send your card(s), which you have cut in half, to this same address.

Negative Credit Reports. You are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agencies if you fail to fulfill the terms of your credit obligations.

Billing Disputes

Disputes regarding charges or billings hereunder shall be communicated in writing to Umpqua Bank at the address indicated in Section 18 of the Umpqua Bank Commercial Card Account Agreement. Communications should include the Commercial Cardholder name and Account number, the dollar amount of any dispute or suspected error, the reference number and a description of the dispute or error. Any communication regarding a dispute or suspected error must be received by Umpqua Bank within sixty (60) days of the date of the statement on which the disputed or incorrect charge first appeared or you will be deemed to have waived any objection to them. Disputed billings are categorized as, but not necessarily limited to, failure to receive goods or services charged, fraud, forgery, altered charges and charges incurred by telephone order where the authenticity of the charge is in question. Umpqua Bank will investigate disputes and billing errors, but it will not be responsible for resolving or correcting them.

From: noreply@creditcardcustomerservice.com
To: [Albert Trinh](#)
Subject: Payment request received in eZBusiness
Date: Friday, April 24, 2020 8:12:22 AM

CAUTION: This email originated from outside of the City of South Pasadena. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Albert: This alert is being sent to advise you that your payment request has been received.
Confirmation #: BH01882520 Payment Date: 4/24/2020
Payment Amount: \$6732.10 You may cancel this payment up until 5:00 PM EST on the Payment Date.

** Please do not reply to this email alert.

City of South Pasadena

REQUEST for PREPAY PAYMENT

Date : 4/24/2020
Department Finance Department
Payable to: UMPQUA Bank
P.O. Box 2310
Spokane, WA 99210-2310

Check one: Prepaid (Require Finance Director's prior approval)

Date	Vendor Name	Description	Account #	Amount
3/19/2020	Dick's Clothing	Police Emergency Clothing	10-4010-4011-8020	\$109.22
3/2/2020	Gov X Inc.	Disaster Relief Dry Food & Supplies	101-5010-5011-8020	\$582.94
-	Chevron	Motor Officer Vehicle Fuel	101-4010-4011-8105	\$100.04
3/5/2020	EvGo	Transit Vehicle Fuel PEV E450	207-8030-8025-8105	\$281.34
3/17/2020	Smart & Final	Senior Meals Delivery Items COVID-19	101-8030-8021-8020	\$323.30
3/24/2020	Restaurant Depot	Senior Meals Delivery Items COVID-19	101-8030-8021-8020	\$364.45
3/28/2020	Zoom	Zoom Business for City of South Pasadena	218-0000-0000-5082	\$149.90
3/28/2020	Zoom	Zoom Business for City Manager	218-0000-0000-5082	\$149.90
3/28/2020	Gus's BBQ	City Council Dinner	101-1010-1011-8090	\$197.43
3/1/2020	7743 Domino's	Toastmasters Lunch for 02/27/2020 Meeting	101-3010-3011-8020	\$31.26
3/6/2020	Pakatan Thai	City Council Dinner	101-1010-1011-8090	\$188.23
3/12/2020	Wayfair	City Hall 2nd Floor Restroom Fixtures	101-2010-2011-8000	\$280.30
3/17/2020	Microsoft	Microsoft 365 Finance Dept. COVID-19	101-3010-3011-8020	\$99.99
3/18/2020	Office Depot	Secure Flash Drives COVID-19	101-3010-3011-8020	\$55.78
3/20/2020	Toastmasters International	City of South Pasadena Membership Renewal	101-3010-3011-8020	\$1,255.00
3/26/2020	Office Depot	Office Supplies COVID-19	101-3010-3011-8020	\$77.15
3/15/2020	Survey Monkey	Annual Subscription Renewal	101-1020-1021-8060	\$384.00
3/18/2020	Libertcass	Webinar Registration for LA County Human	101-2010-2013-8200	\$75.00
3/18/2020	The League of CA Cities	The League of CA Cities Membership	101-2010-2013-8200	\$25.00
3/31/2020	UMPQUA	Monthly Finance Charge	101-2010-2011-8020	\$168.84
3/18/2020	Lionheart Safety	COVID-19 Emergency Protective Supplies	101-5010-5012-8020	\$1,833.02
		TOTAL		\$6,732.10

ATTACHMENT 5
Prepaid & General Warrant Voids

Accounts Payable

Void Check Proof List

User: EAlvarez
 Printed: 04/16/2020 - 8:29AM



Account Number	Amount	Invoice No	Inv Date	Description	Reference	Task Label	Type	PONumber	Close PO?	Line Item
Vendor: ITCR2501				Intercare Holdings Insurance Sv						
Check No: 309383				Check Date: 12/18/2019						
	680.00	76-006186	11/30/2019	Workers Compensation Claims 11/01-					No	0
103-2010-2501-8020-000										
	340.00	76-006114	10/31/2019	Workers Compensation Claims 10/01-					No	0
103-2010-2501-8020-000										
Check Total:	1,020.00									
Vendor Total:	1,020.00									
Vendor: SCMM6116				So. Cal Mobile Maint.						
Check No: 310313				Check Date: 04/07/2020						
	4,000.00	17882	04/07/2020	Emergency / Safety CNG Tank Repair				20322	No	1
207-8030-8025-8100-000										
Check Total:	4,000.00									
Vendor Total:	4,000.00									
Report Total:	5,020.00									

Accounts Payable

Void Check Distribution List

User: EAlvarez
 Printed: 4/16/2020 - 8:31 AM



	DR Amount	CR Amount	Acct Number	Description	Vendor
Section 1:103Insurance Fund					
	1,020.00	0.00	103-0000-0000-1000-000	Cash & Cash Equivalents	
	0.00	680.00	103-2010-2501-8020-000	Special Department Expense	ITCR2501
	0.00	340.00	103-2010-2501-8020-000	Special Department Expense	ITCR2501
Total for Section 1:103	1,020.00	1,020.00			
Section 1:207Local Transit Return "C"					
	4,000.00	0.00	207-0000-0000-1000-000	Cash & Cash Equivalents	
	0.00	4,000.00	207-8030-8025-8100-000	Vehicle Maintenance	SCMM6116
Total for Section 1:207	4,000.00	4,000.00			
Grand Total:	5,020.00	5,020.00			

Stop Payment Request - Confirmation

Stop Payments Submitted

Total submitted: 1

[View Status Definitions](#)

Account	Duration	Check Range	Issue Date	Payee	Amount	Reason	Status
****688.CITY OF SOUTH PASADENA OPERATING	6 Months	309383		Intercare Holding Insurance Sv	1,020.00	Lost	Released

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.

Stop Payment Request - Confirmation

Stop Payments Submitted

Total submitted: 1

[View Status Definitions](#)

Account	Duration	Check Range	Issue Date	Payee	Amount	Reason	Status
****688.CITY OF SOUTH PASADENA OPERATING	6 Months	310313		So. Cal Mobile Maint.	4,000.00	Check Cancelled	Released

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: 04/27/2020 - 8:03AM



Account Number	Amount	Invoice No	Inv Date	Description	Reference	Task Label	Type	PONumber	Close PO?	Line Item
Vendor: JHMS8020	JHM Supply									
Check No: 310378	Check Date: 04/15/2020									
	394.06	115985/1	03/02/2020	Irrigation Supplies for City Parks, Mec				20373	No	2
101-6010-6410-8020-000										
	105.17	115995/1	03/03/2020	Irrigation Supplies for City Parks, Mec				20373	No	2
101-6010-6410-8020-000										
	37.94	116065/1	04/05/2020	Irrigation Supplies for City Parks, Mec				20373	No	2
101-6010-6410-8020-000										
	133.06	205901/1	03/02/2020	Irrigation Supplies for City Parks, Mec					No	0
101-6010-6410-8020-000										
	133.06	205901/1	04/05/2020	Irrigation Supplies for City Park Garfil				20120	No	1
101-6010-6410-8020-000										
Check Total:	803.29									
Vendor Total:	803.29									
Vendor: MDSH5270	Melody Sharifi									
Check No: 310404	Check Date: 04/15/2020									
	120.00	110309	04/06/2020	Refund of Garfield Park Gazebo Renta					No	0
101-0000-0000-5270-005										
Check Total:	120.00									
Vendor Total:	120.00									
Report Total:	923.29									

Accounts Payable

Void Check Distribution List

User: EAlvarez
 Printed: 4/27/2020 - 8:03 AM



	DR Amount	CR Amount	Acct Number	Description	Vendor
Section 1:101General Fund					
	923.29	0.00	101-0000-0000-1000-000	Cash & Cash Equivalents	
	0.00	120.00	101-0000-0000-5270-005	Park/Field Reservations	MDSH5270
	0.00	37.94	101-6010-6410-8020-000	Special Department Expense	JHMS8020
	0.00	133.06	101-6010-6410-8020-000	Special Department Expense	JHMS8020
	0.00	105.17	101-6010-6410-8020-000	Special Department Expense	JHMS8020
	0.00	133.06	101-6010-6410-8020-000	Special Department Expense	JHMS8020
	0.00	394.06	101-6010-6410-8020-000	Special Department Expense	JHMS8020
Total for Section 1:101	923.29	923.29			
Grand Total:	923.29	923.29			

Stop Payment Request - Confirmation

Stop Payments Submitted

Total submitted: 1

[View Status Definitions](#)

Account	Duration	Check Range	Issue Date	Payee	Amount	Reason	Status
****688.CITY OF SOUTH PASADENA OPERATING	6 Months	310404		Melody Sharifi	120.00	Duplicate Check	Released

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.

Stop Payment Request - Confirmation

Stop Payments Submitted

Total submitted: 1

[View Status Definitions](#)

Account	Duration	Check Range	Issue Date	Payee	Amount	Reason	Status
***88.CITY OF SOUTH PASADENA OPERATING	6 Months	310378		JHM Supply	803.29	Check Cancelled	Released

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: 04/30/2020 - 9:43AM



Account Number	Amount	Invoice No	Inv Date	Description	Reference	Task Label	Type	PONumber	Close PO?	Line Item
Vendor: REG7210				The Regents of University of C						
Check No: 310195				Check Date: 03/18/2020						
	4,980.00	96355	03/30/2020	PD Team Building Pre-Pay for LACC					No	0
101-4010-4011-8210-000										
Check Total:	4,980.00									
Vendor Total:	4,980.00									
Report Total:	4,980.00									

Accounts Payable

Void Check Distribution List

User: EAlvarez
Printed: 4/30/2020 - 9:43 AM



	DR Amount	CR Amount	Acct Number	Description	Vendor
Section 1:101General Fund					
	4,980.00	0.00	101-0000-0000-1000-000	Cash & Cash Equivalents	
	0.00	4,980.00	101-4010-4011-8210-000	Training Expense - POST Reimb.	REG7210
Total for Section 1:101	<u>4,980.00</u>	<u>4,980.00</u>			
Grand Total:	<u>4,980.00</u>	<u>4,980.00</u>			

Stop Payment Request - Confirmation

Stop Payments Submitted

Total submitted: 1

[View Status Definitions](#)

Account	Duration	Check Range	Issue Date	Payee	Amount	Reason	Status
****688.CITY OF SOUTH PASADENA OPERATING	6 Months	310195		The Regents of University CA	4,980.00	Check Cancelled	Released

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. 11

DATE: May 6, 2020

FROM: Stephanie DeWolfe, City Manager

PREPARED BY: Karen Aceves, Finance Director
Albert Trinh, Finance Manager

SUBJECT: **Monthly Investment Reports for September 2019 through March 2020**

Recommendation Action

It is recommended that the City Council receive and file the monthly investment reports for September 2019 through March 2020.

Commission Review and Recommendation

This matter was not reviewed by a commission.

Discussion/Analysis

The City of South Pasadena (City) conforms to strict investment policies, such as purchasing U.S. Treasury and AAA large corporate bonds, and participating in the Local Agency Investment Fund (LAIF) program. These investments continue to be stable despite potential economic downturn. The liquidity of the investments normally takes 1-2 days, however with likelihood of a recession, Morgan Stanley and Western Asset Management, the City's investment firms, are suggesting that it may take longer to liquidate investment assets. Staff will continually monitor the financial situation and take necessary action in order to maintain the City's cash flow.

Background

As required by law, a monthly investment report, including water bond funds, is presented to the City Council disclosing investment activities, types of investments, dates of maturities, amounts of deposits, rates of interest, and securities with a maturity of more than 12 months at current market values.

The 2016 Water Revenue Bond Escrow Funds were fully paid off at the end of October 2019 and thus will no longer be included as part of this report.

The reports reflect all investments at the above-referenced date and are in conformity with the City Investment Policy as stated in Resolution No. 7635. A copy of the Resolution is available at the City Clerk's Office.

Monthly Investment Reports for September 2019 through March 2020

Page 2 of 2

Legal Review

The City Attorney has not reviewed this item.

Fiscal Impact

The investments herein provide sufficient cash flow liquidity to meet the estimated expenditures, as required in the investment policy.

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: City Investment Reports for September 2019 through March 2020



City Council Agenda Report

ITEM NO. 12

DATE: May 6, 2020

FROM: Stephanie DeWolfe, City Manager

PREPARED BY: Maria E. Ayala, Chief City Clerk
Teresa L. Highsmith, City Attorney

SUBJECT: **Adoption of Resolution Establishing a Code of Ethics and Conduct Policy Applicable to Elected and Appointed Officials**

Recommendation

It is recommended that the City Council adopt a resolution establishing a Code of Ethics and Conduct Policy (Policy) for all elected and appointed officials, including members of advisory boards, commissions and committees to address responsibility, fairness, respect and integrity.

Commission Review and Recommendation

The proposed policy was vetted by City commissions. Feedback from various commissions was taken into account in preparation of the final document. Most commission feedback focused on the provisions of the proposed policy which restates and simplifies the requirements of the Political Reform Act (PRA). The City's proposed Policy is a quick condensing of some of the most important provisions of the PRA, and was drafted in a manner intended to be easier understood and to comply with. Additionally, the Policy includes approval of the use of Roseberg's Rules of Order as the parliamentary procedure guide for all City legislative bodies.

Discussion/Analysis

The Code of Ethics and Conduct Policy promotes an atmosphere of respect and civility where individual members, City staff and the public are free to express their ideas and work to their full potential. The purpose of a Code of Ethics and Conduct Policy is to ensure that all elected and appointed officials, while exercising their office, conduct themselves in a manner that will instill public confidence and trust in the fair operation and integrity of the City.

The overall principles and guidelines contained in this Policy also describe the manner in which the City Council, City Treasurer, City Clerk, Commissioners, Committee members and Board members are expected to treat one another, City staff, and all others they come into contact with while representing the City. The Code of Conduct defines more clearly the behavior, manners, and courtesies that are suitable for various occasions. The constant and consistent theme through all of the conduct guidelines is "respect."

The Code of Ethics and Conduct Policy is intended to be self-enforcing and is an expression of the standards of conduct for members expected by the City. It therefore becomes most effective when members are thoroughly familiar with it and embrace its provisions.

Background

In October 2019, City Council adopted Ordinance No. 2333 adding a Code of Ethics and Conduct section to the City's Municipal Code. At the time of adoption, Council provided instruction to staff to defer initial review of the resolution (consisting of the actual policy as an exhibit) to each commission for their review and feedback.

Staff received and reviewed the feedback provided by the commissions. Feedback from the various commissions was taken into consideration in finalizing the Policy. Staff worked with the City Attorney to draft the final language of the Policy.

Next Steps

1. Upon Council approval, the Code of Ethics and Conduct Policy will be provided to each current City elected and appointed official for signature.
2. The Code of Ethics and Conduct Policy will be included in the regular orientations for candidates for elected offices including City Council, City Treasurer, and applicants to Board, Committee and Commissions.
3. Members entering office shall sign a statement acknowledging they have read and understood the Code of Ethics and Conduct Policy.
4. The Code of Ethics and Conduct Policy will be periodically reviewed by the City Council and updated as necessary by Council Resolution.

Legal Review

The City Attorney has reviewed this item.

Fiscal Impact

There is no fiscal impact with the adoption of a Code of Ethics and Conduct policy.

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. Proposed resolution establishing Code of Ethics and Conduct Policy
2. Copy of Rosenberg's Rules of Order
3. Ordinance No. 2333, Ordinance Adding a Code of Ethics and Conduct Section

ATTACHMENT 1
Resolution Establishing Code of Ethics and Conduct
Policy

RESOLUTION NO. ____

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF SOUTH PASADENA, CALIFORNIA,
ADOPTING A POLICY FOR THE CODE OF ETHICS AND
CONDUCT FOR ELECTED AND APPOINTED OFFICIALS**

WHEREAS, the purpose of a Code of Ethics and Conduct Policy is to assure that all elected and appointed officials, while exercising their office, conduct themselves in a manner that will instill public confidence and trust in the fair operation and integrity of the City; and

WHEREAS, consistent with the requirements of AB 1234, the City requires all elected or appointed officials, employees and members of Boards, Commissions and Committees, to participate in ethics training in general ethics principles and laws relevant to public service every two years; and

WHEREAS, in the furtherance of transparency and good governance and to promote an atmosphere of respect and civility where individual officers, City staff and the public are free to express their ideas and work to their full potential, the City Council desire to create a Code of Ethics and Conduct applicable to all elected and appointed City officials.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA AS FOLLOWS:

SECTION 1. The City Council adopts the Code of Ethics and Conduct Policy for Elected and Appointed City officials as shown in Exhibit A, attached hereto.

SECTION 2. To the extent there is a conflict with existing policies adopted by the City Council, the Code of Ethics and Conduct Policy adopted by this Resolution controls.

SECTION 3. This Resolution shall be effective immediately upon its adoption.

PASSED, APPROVED AND ADOPTED ON this 6th day of May, 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 6th day of May, 2020, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

Evelyn G. Zneimer, City Clerk
(seal)



City of South Pasadena

Code of Ethics and Conduct for Elected and Appointed City Officials

*"Always do right. This will gratify some people
and astonish the rest."*

-Mark Twain

PURPOSE

The City Council adopts this Code of Ethics and Conduct to ensure that all elected and appointed officials, while exercising their office, conduct themselves in a manner that will instill public confidence and trust in the fair operation and integrity of the City government.

CODE of ETHICS

The citizens and businesses of South Pasadena are entitled to have fair, ethical and accountable local government. To this end, the public should have full confidence that their elected and appointed officials:

- Comply with both the letter and spirit of the laws and policies affecting the operations of government;
- Are independent, impartial and fair in their judgment and actions;
- Use their public office for the public good, not for personal gain; and
- Conduct public deliberations and processes openly, unless required by law to be confidential, in an atmosphere of respect and civility.

Therefore, members of the City Council, City Treasurer, and City Clerk and of all Boards, Committees and Commissions shall conduct themselves in accordance with the following ethical standards to assure public confidence in the integrity of local government and its effective and fair operation.

1. Acts in the Public Interest

Members will work for the common good of the people of South Pasadena and not for any private or personal interest, and they will ensure fair and equal treatment of all persons, claims and transactions coming before the South Pasadena City Council, boards and commissions.

2. Comply with the Law

Members shall comply with the laws of the nation, the State of California and the City of South Pasadena in the performance of their public duties. These laws include but are not limited to: The United States and California constitutions, Fair Political Practices laws pertaining to conflicts of interest, election campaigns, financial disclosures, employer responsibilities and open processes of government and adopted City ordinances and policies.

3. Conduct of Members

The professional and personal conduct of members must be above reproach and avoid even the appearance of impropriety. Members shall refrain from abusive conduct or verbal attacks upon the character or motives of other members of the council, boards and commissions, the public and staff.

4. Respect for Process

Members shall perform their duties in accordance with the processes and rules of order established by the City council and boards and commissions governing the deliberation of public policy issues, meaningful involvement of the public and implementation of policy decisions of the City Council by staff. The City Council adopts Rosenberg's Rules of Order to govern conduct of all South Pasadena City Council, Commission and Committee meetings. A copy of Rosenberg's Rules of Order is available for review on the City's website.

Members shall respect the determinations of the City Council or board and commission majority, understanding that a tenant of parliamentary procedure is finality—after vigorous discussion, debate, and vote the matter is deemed closed, and members shall refrain from requesting to revisit the matter, other than through a motion for reconsideration consistent with parliamentary procedure set forth in Rosenberg's Rules of Order.

5. Conduct of Public Meetings

Members shall prepare themselves for the meeting by reading the agenda packet in advance of the meeting, listen courteously and attentively to all public discussions before the body and focus on the business at hand. They shall refrain from interrupting other speakers, making personal comments not germane to the business of the body or otherwise interfering with the orderly conduct of meetings.

6. Decisions Based on Merit

Members shall base their decisions on the merits and substance of the matter at hand, rather than on unrelated considerations.

7. Communication

Members shall publicly share substantive information that is relevant to a matter under consideration by the Council or boards and commissions, which they may have received from sources outside of the public decision making process.

8. Conflict of Interest

In order to assure their independence and impartiality on behalf of the common good, members shall not use their official positions to influence government decisions in which they have a material financial interest or where they have an organizational responsibility or personal relationship, which may give the appearance of a conflict of interest.

In accordance with and to the extent required by the City's Conflict of Interest Code members shall

disclose investments, interests in real property, source of income, and gifts, and they shall abstain from participating in deliberations and decision-making where conflicts may exist. Copies of the City's Conflict of Interest Code may be viewed on the City's website. Additionally, the Fair Political Practices Commission publishes free pamphlets for guidance to local officials on gift limitations at: HYPERLINK "http://www.fppc.ca.gov/content/dam/fppc/NS-Documents/TAD/Public%20Officials%20and%20Employees/LocalGiftFactSheet.pdf" <http://www.fppc.ca.gov/content/dam/fppc/NS-Documents/TAD/Public%20Officials%20and%20Employees/LocalGiftFactSheet.pdf>

Members may seek advice on potential conflict of interest issues from the City Attorney and may also consult with a staff attorney at the Fair Political Practices Commission by requesting advice through the website at: HYPERLINK "http://www.fppc.ca.gov/about-fppc.html" <http://www.fppc.ca.gov/about-fppc.html>

9. Gifts and Favors

Members shall refrain from accepting any gifts, favors or promises of future benefits which might compromise their independence of judgment or action or give the appearance of being compromised.

10. Confidential Information

Members shall respect the confidentiality of information concerning property, personnel or affairs of the City. They shall neither disclose confidential information without proper legal authorization, nor use such information to advance their personal, financial or private interests.

11. Use of Public Resources

Members shall not use public resources unavailable to the public in general, such as City staff time, equipment, supplies or facilities, for private gain or personal purposes.

12. Representation of Public Interests

In keeping with their role as stewards of the public interest, members shall not appear on behalf of the private interests of third parties before the Council or any board, commission or proceeding of the City, nor shall members of boards and commissions appear before their own bodies or before the Council on behalf of the private interests of third parties on matters related to the areas of service of their bodies.

13. Advocacy

Members shall represent the official policies or positions of the City Council, board or commission to the best of their ability when designated as delegates for this purpose. The official City position will be determined by a majority vote of the City Council. When presenting their individual opinions and positions, members shall explicitly state they do not represent their body or the City of South Pasadena, nor will they allow inference that they do.

14. Policy Role of Members

Members shall respect and adhere to the council-manager structure of South Pasadena City government as outlined by the South Pasadena Municipal Code. In this structure, the City Council determines the policies of the City, with the advice, information and analysis provided by the public, boards and commissions and City staff.

Except as provided by the City Municipal Code, members shall not interfere with the administrative functions of the City or the professional duties of City staff, nor shall they impair the ability of staff to implement Council policy decisions.

15. Independence of Boards and Commissions

Because of the value of the independent advice of boards and commissions to the public decision-making process, members of Council shall refrain from using their position to unduly influence the deliberations or outcomes of board and commission proceedings.

16. Positive Work Place Environment

Members shall support the maintenance of a positive and constructive work place for the City employees and for the citizens and businesses dealing with the City. Members shall recognize their special role in dealings with City employees to in no way create the perception of inappropriate direction to staff.

CONDUCT

The Conduct section of the City's Code of Ethics and Conduct is designed to describe the manner in which Councilmembers and board and commission members should treat one another, City staff, constituents, and others they come into contact with in representing the City of South Pasadena.

The constant and consistent theme through all of the conduct guidelines is "respect." Councilmembers experience huge workloads and tremendous stress in making decisions that could impact thousands of lives. Despite these pressures, elected and appointed officials are called upon to exhibit appropriate behavior at all times. Demonstrating respect for each individual through words and actions is the touchstone that can help guide Councilmembers and board and commission members to do the right thing in even the most difficult situations.

1. Elected and Appointed Officials' Conduct with One Another in Public Meetings

Elected and appointed officials are composed of individuals with a wide variety of backgrounds, personalities, values, opinions, and goals. Despite this diversity, all have chosen to serve in public office in order to preserve and protect the present and the future of the community. In all cases, this common goal should be acknowledged even though individuals may "agree to disagree" on contentious issues.

(a) Use formal titles

Elected and appointed officials should endeavor to refer to one another formally during public meetings, such as Mayor, Mayor Pro Tem, Chair, Commissioner or Councilmember followed by the individual's last name.

(b) Practice civility and decorum in discussions and debate

Difficult questions, tough challenges to a particular point of view, and criticism of ideas and information are legitimate elements of a free democracy in action. This does not allow, however, public officials to make belligerent, personal, impertinent, slanderous, threatening, abusive, or disparaging comments. No shouting or physical actions that could be construed as threatening will be

tolerated.

(c) Honor the role of the chair in maintaining order

It is the responsibility of the chair to keep the comments of members on track during public meetings. Members should honor efforts by the chair to focus discussion on current agenda items. If there is disagreement about the agenda or the chair's actions, those objections should be voiced politely and with reason, following procedures outlined in parliamentary procedure.

(d) Avoid personal comments that could offend other members

If a member is personally offended by the remarks of another member, the offended member should make notes of the actual words used and call for a "point of personal privilege" that challenges the other member to justify or apologize for the language used. The chair will maintain control of this discussion.

(e) Demonstrate effective problem-solving approaches

Members have a public stage to show how individuals with disparate points of view can find common ground and seek a compromise that benefits the community as a whole.

2. Elected and Appointed Officials' Conduct with the Public in Public Meetings

Making the public feel welcome is an important part of the democratic process. No signs of partiality, prejudice or disrespect should be evident on the part of individual members toward an individual participating in a public forum. Every effort should be made to be fair and impartial in listening to public testimony.

(a) Be welcoming to speakers and treat them with care and gentleness.

While questions of clarification may be asked, the official's primary role during public testimony is to listen.

(b) Be fair and equitable in allocating public hearing time to individual speakers.

The chair will determine and announce limits on speakers at the start of the public hearing process.

(c) Practice active listening

It is disconcerting to speakers to have members not look at them when they are speaking. It is fine to look down at documents or to make notes, but reading for a long period of time or gazing around the room gives the appearance of disinterest. Members shall try to be conscious of facial expressions, and avoid those that could be interpreted as "smirking," disbelief, anger or boredom.

(d) Maintain an open mind

Members of the public deserve an opportunity to influence the thinking of elected and appointed officials.

(e) Ask for clarification, but avoid debate and argument with the public

Only the chair – not individual members – can interrupt a speaker during a presentation. However, a member can ask the chair for a point of order if the speaker is off the topic or exhibiting behavior or language the member finds disturbing.

3. Elected and Appointed Officials' Conduct with City Staff

Governance of a City relies on the cooperative efforts of elected officials, who set policy,

appointed officials who advise the elected, and City staff who implement and administer the Council's policies. Therefore, every effort should be made to be cooperative and show mutual respect for the contributions made by each individual for the good of the community.

(a) Treat all staff as professionals

Clear, honest communication that respects the abilities, experience, and dignity of each individual is expected. Poor behavior towards staff is not acceptable.

(b) Do not disrupt City staff from their jobs

Elected and appointed officials should not disrupt City staff while they are in meetings, on the phone, or engrossed in performing their job functions in order to have their individual needs met. Do not attend City staff meetings unless requested by staff – even if the elected or appointed official does not say anything, his or her presence implies support, shows partiality, may intimidate staff, and hampers staff's ability to do their job objectively.

(c) Never publicly criticize an individual employee

Elected and appointed officials should never express concerns about the performance of a City employee in public, to the employee directly, or to the employee's manager. Comments about staff performance should only be made to the City Manager through private correspondence or conversation. Appointed officials should make their comments regarding staff to the City Manager or the Mayor.

(d) Do not get involved in administrative functions

Elected and appointed officials acting in their individual capacity must not attempt to influence City staff on the making of appointments, awarding of contracts, selecting of consultants, processing of development applications, or granting of City licenses and permits. The City Manager has the sole authority to direct staff, and is responsible for appropriate allocation of staff resources. The City Manager may request input from an elected official who possesses relevant professional experience, special knowledge or training which would be useful in development of requests for proposals or the selection process.

(e) Do not solicit political support from staff

Elected and appointed officials should not solicit any type of political support, or support for non-profits or affiliate organizations (financial contributions, display of posters or lawn signs, name on support list, etc.) from City staff. City staff may, as private citizens with constitutional rights, support political candidates but all such activities must be done away from the workplace.

(f) No Individual Attorney-Client Relationship

Members shall not seek to establish an individual attorney-client relationship with the City Attorney, including his or her staff and attorneys contracted to work on behalf of the City. The City Attorney represents the City and not individual members seeking advice on matters which are inconsistent with City policy. While the City Attorney may provide conflict of interest advise and other legal advice to members regarding matters within their subject matter jurisdiction and consistent with City policy, members who consult with the City Attorney in any other capacity cannot enjoy or establish an attorney-client relationship with the attorney to the exclusion of other members of the legislative body.

4. Council Conduct with Boards, Committees and Commissions

The City has established several Boards, Committees and Commissions as a means of gathering more community input. Citizens who serve on Boards, Committees and Commissions become more

involved in government and serve as advisors to the City Council. They are a valuable resource to the City's leadership and should be treated with appreciation and respect.

(a) If attending a Board, Committee or Commission meeting, be careful to only express personal opinions

Councilmembers may attend any Board, Committee or Commission meeting, which are always open to any member of the public. However, they should be sensitive to the way their participation – especially if it is on behalf of an individual, business or developer – could be viewed as unfairly affecting the process. Any public comments by a Councilmember at a Board, Committee or Commission meeting should be clearly made as individual opinion and not a representation of the feelings of the entire City Council.

(b) Limit contact with Board, Committee and Commission members to questions of clarification

It is inappropriate for a Councilmember to contact a Board, Committee or Commission member to lobby on behalf of an individual, business, or developer, and vice versa. It is acceptable for Councilmembers to contact Board, Committee or Commission members in order to clarify a position taken by the Board, Committee or Commission.

(c) Respect that Boards, Committees and Commissions serve the community, not individual Councilmembers

The City Council appoints individuals to serve on Boards, Committees and Commissions, and it is the responsibility of Boards, Committees and Commissions to follow policy established by the Council. But Board, Committee and Commission members do not report to individual Councilmembers, nor should Councilmembers feel they have the power or right to threaten Board, Committee and Commission members with removal if they disagree about an issue. Appointment and re-appointment to a Board, Committee or Commission should be based on such criteria as expertise, ability to work with staff and the public, and commitment to fulfilling official duties. A Board, Committee or Commission appointment should not be used as a political "reward."

(d) Be respectful of diverse opinions

A primary role of Boards, Committees and Commissions is to represent many points of view in the community and to provide the Council with advice based on a full spectrum of concerns and perspectives. Councilmembers may have a closer working relationship with some individuals serving on Boards, Committees and Commissions, but must be fair and respectful of all citizens serving on Boards, Committees and Commissions.

(e) Keep political support away from public forums

Board, Committee and Commission members may offer political support to a Councilmember, but not in a public forum while conducting official duties. Conversely, Councilmembers may support Board, Committee and Commission members who are running for office, but not in an official forum in their capacity as a Councilmember.

SANCTIONS

(a) Acknowledgement of Code of Ethics and Conduct

Councilmembers who do not sign an acknowledgement that they have read and understand the Code of Ethics and Conduct shall be ineligible for intergovernmental assignments or Council

subcommittees. Board, Committee and Commission members who do not sign an acknowledgement that they have read and understand the Code of Ethics and Conduct are not eligible to hold office.

(b) Ethics Training for Local Officials

Councilmembers, City Treasurer, City Clerk, Board, Committee and Commission Members who are out of compliance with State or City mandated requirements for ethics training shall not represent the City on intergovernmental assignments or Council subcommittees, and may be subject to sanctions.

(c) Behavior and Conduct

The South Pasadena Code of Ethics and Conduct expresses standards of ethical conduct expected for members of the South Pasadena City Council, Boards, Committees and Commissions. Members themselves have the primary responsibility to assure that ethical standards are understood and met, and that the public can continue to have full confidence in the integrity of government. The chairs of Boards, Committees and Commissions and the Mayor and Council have the additional responsibility to intervene when actions of members that appear to be in violation of the Code of Ethics and Conduct are brought to their attention.

Councilmembers:

Councilmembers who intentionally and repeatedly do not follow proper conduct may be reprimanded or formally censured by the Council, lose seniority or committee assignments (both within the City of South Pasadena and with intergovernmental agencies) or other privileges afforded by the Council. Serious infractions of the Code of Ethics or Code of Conduct could lead to other sanctions as deemed appropriate by the Council.

Individual Councilmembers should point out to the offending Councilmember perceived infractions of the Code of Ethics and Conduct. If the offenses continue, then the matter should be referred to the Mayor in private. If the Mayor is the individual whose actions are being questioned, then the matter should be referred to the Mayor Pro Tem. It is the responsibility of the Mayor (or Mayor Pro Tem) to initiate action if a Councilmember's behavior may warrant sanction. If no action is taken by the Mayor (or Mayor Pro Tem), then the alleged violation(s) can be brought up with the full Council.

Board, Committee and Commission Members:

Counseling, verbal reprimands and written warnings may be administered by the Mayor to Board, Committee and Commission members failing to comply with City policy. These lower levels of sanctions shall be kept private to the degree allowed by law. Copies of all written reprimands administered by the Mayor shall be distributed in memo format to the chair of the respective Board, Committee or Commission, the City Clerk, the City Attorney, the City Manager, and the City Council.

The City Council may impose sanctions on Board, Committee and Commission members whose conduct does not comply with the City's policies, up to and including removal from office. Any form of discipline imposed by Council shall be determined by a majority vote of at least a quorum of the Council at a noticed public meeting and such action shall be preceded by a Report to Council with supporting documentation.

When deemed warranted, the Mayor or majority of Council may call for an investigation of Board, Committee or Commission member conduct. Also, should the City Manager or City Attorney believe an investigation is warranted, they shall confer with the Mayor or Council. The Mayor or Council

shall ask the City Manager to investigate the allegation and report the findings.

These sanctions are alternatives to any other remedy that might otherwise be available to remedy conduct that violates this code or state or federal law. In order to protect and preserve good government, any individual including the City Manager and the City Attorney after complying with Rule 3-600(B) of the State Bar Rules of Professional Conduct, who knows or reasonably believes a member acts or intends or refuses to act in a manner that is or may be a violation of law reasonably imputable to the organization, or in a manner which is likely to result in substantial injury to the organization, may report the violation to the appropriate governmental authorities.

IMPLEMENTATION

The Code of Ethics and Conduct is intended to be self-enforcing, and is an expression of standards of conduct for members expected by the City. It therefore becomes most effective when members are thoroughly familiar with it and embrace its provisions.

For this reason, ethical standards shall be included in the regular orientations for candidates for City Council, applicants to boards and commissions, and newly elected and appointed officials. Members entering office shall sign a statement acknowledging they have read and understand the Code of Ethics and Conduct. In addition, the Code of Ethics shall be reviewed annually by the City Council, boards and commissions, and the City Council shall consider recommendations from boards and commissions and update as necessary.

COMPLIANCE AND ENFORCEMENT

The chairs of boards and commissions and the Mayor have the additional responsibility to intervene when actions of members that appear to be in violation of the Code of Ethics and Conduct are brought to their attention. The City Council may impose sanctions on members whose conduct does not comply with the City's ethical standards, such as reprimand, formal censure, loss of seniority or committee assignment, or budget restriction. Under the City's Municipal Code, the City Council may also remove members of boards and commissions from office. Members of the City Council may only be removed from office by voter recall. Additionally, complaints about a violation of the state law may be referred to the Enforcement Division of the Fair Political Practices Commission via the website at: [HYPERLINK "http://www.fppc.ca.gov/enforcement.html"](http://www.fppc.ca.gov/enforcement.html)
<http://www.fppc.ca.gov/enforcement.html> A violation of this Code of Ethics and Conduct shall not be considered as a basis for challenging the validity of a council, board or commission decision.

I affirm that I have read and understand the City of South Pasadena Code of Ethics and Conduct for Elected and Appointed Officials.

Signature

Date

*Adopted on May 6, 2020
City Council Resolution No. XXXX*

ATTACHMENT 2
Rosenberg's Rules of Order and Rosenberg's Rules
of Order Cheat Sheet



Rosenberg's Rules of Order

REVISED 2011

Simple Rules of Parliamentary Procedure for the 21st Century

By Judge Dave Rosenberg



MISSION AND CORE BELIEFS

To expand and protect local control for cities through education and advocacy to enhance the quality of life for all Californians.

VISION

To be recognized and respected as the leading advocate for the common interests of California's cities.

About the League of California Cities

Established in 1898, the League of California Cities is a member organization that represents California's incorporated cities. The League strives to protect the local authority and autonomy of city government and help California's cities effectively serve their residents. In addition to advocating on cities' behalf at the state capitol, the League provides its members with professional development programs and information resources, conducts education conferences and research, and publishes Western City magazine.

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ABOUT THE AUTHOR

Dave Rosenberg is a Superior Court Judge in Yolo County. He has served as presiding judge of his court, and as presiding judge of the Superior Court Appellate Division. He also has served as chair of the Trial Court Presiding Judges Advisory Committee (the committee composed of all 58 California presiding judges) and as an advisory member of the California Judicial Council. Prior to his appointment to the bench, Rosenberg was member of the Yolo County Board of Supervisors, where he served two terms as chair. Rosenberg also served on the Davis City Council, including two terms as mayor. He has served on the senior staff of two governors, and worked for 19 years in private law practice. Rosenberg has served as a member and chair of numerous state, regional and local boards. Rosenberg chaired the California State Lottery Commission, the California Victim Compensation and Government Claims Board, the Yolo-Solano Air Quality Management District, the Yolo County Economic Development Commission, and the Yolo County Criminal Justice Cabinet. For many years, he has taught classes on parliamentary procedure and has served as parliamentarian for large and small bodies.

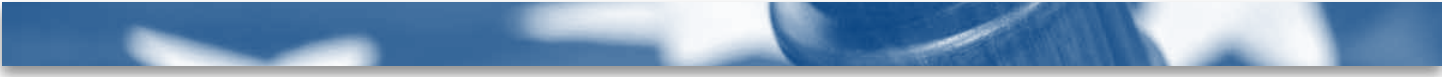


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INTRODUCTION

The rules of procedure at meetings should be simple enough for most people to understand. Unfortunately, that has not always been the case. Virtually all clubs, associations, boards, councils and bodies follow a set of rules — *Robert's Rules of Order* — which are embodied in a small, but complex, book. Virtually no one I know has actually read this book cover to cover. Worse yet, the book was written for another time and for another purpose. If one is chairing or running a parliament, then *Robert's Rules of Order* is a dandy and quite useful handbook for procedure in that complex setting. On the other hand, if one is running a meeting of say, a five-member body with a few members of the public in attendance, a simplified version of the rules of parliamentary procedure is in order.

Hence, the birth of *Rosenberg's Rules of Order*.

What follows is my version of the rules of parliamentary procedure, based on my decades of experience chairing meetings in state and local government. These rules have been simplified for the smaller bodies we chair or in which we participate, slimmed down for the 21st Century, yet retaining the basic tenets of order to which we have grown accustomed. Interestingly enough, *Rosenberg's Rules* has found a welcoming audience. Hundreds of cities, counties, special districts, committees, boards, commissions, neighborhood associations and private corporations and companies have adopted *Rosenberg's Rules* in lieu of *Robert's Rules* because they have found them practical, logical, simple, easy to learn and user friendly.

This treatise on modern parliamentary procedure is built on a foundation supported by the following four pillars:

1. **Rules should establish order.** The first purpose of rules of parliamentary procedure is to establish a framework for the orderly conduct of meetings.
2. **Rules should be clear.** Simple rules lead to wider understanding and participation. Complex rules create two classes: those who understand and participate; and those who do not fully understand and do not fully participate.
3. **Rules should be user friendly.** That is, the rules must be simple enough that the public is invited into the body and feels that it has participated in the process.
4. **Rules should enforce the will of the majority while protecting the rights of the minority.** The ultimate purpose of rules of procedure is to encourage discussion and to facilitate decision making by the body. In a democracy, majority rules. The rules must enable the majority to express itself and fashion a result, while permitting the minority to also express itself, but not dominate, while fully participating in the process.

Establishing a Quorum

The starting point for a meeting is the establishment of a quorum. A quorum is defined as the minimum number of members of the body who must be present at a meeting for business to be legally transacted. The default rule is that a quorum is one more than half the body. For example, in a five-member body a quorum is three. When the body has three members present, it can legally transact business. If the body has less than a quorum of members present, it cannot legally transact business. And even if the body has a quorum to begin the meeting, the body can lose the quorum during the meeting when a member departs (or even when a member leaves the dais). When that occurs the body loses its ability to transact business until and unless a quorum is reestablished.

The default rule, identified above, however, gives way to a specific rule of the body that establishes a quorum. For example, the rules of a particular five-member body may indicate that a quorum is four members for that particular body. The body must follow the rules it has established for its quorum. In the absence of such a specific rule, the quorum is one more than half the members of the body.

The Role of the Chair

While all members of the body should know and understand the rules of parliamentary procedure, it is the chair of the body who is charged with applying the rules of conduct of the meeting. The chair should be well versed in those rules. For all intents and purposes, the chair makes the final ruling on the rules every time the chair states an action. In fact, all decisions by the chair are final unless overruled by the body itself.

Since the chair runs the conduct of the meeting, it is usual courtesy for the chair to play a less active role in the debate and discussion than other members of the body. This does not mean that the chair should not participate in the debate or discussion. To the contrary, as a member of the body, the chair has the full right to participate in the debate, discussion and decision-making of the body. What the chair should do, however, is strive to be the last to speak at the discussion and debate stage. The chair should not make or second a motion unless the chair is convinced that no other member of the body will do so at that point in time.

The Basic Format for an Agenda Item Discussion

Formal meetings normally have a written, often published agenda. Informal meetings may have only an oral or understood agenda. In either case, the meeting is governed by the agenda and the agenda constitutes the body's agreed-upon roadmap for the meeting. Each agenda item can be handled by the chair in the following basic format:

First, the chair should clearly announce the agenda item number and should clearly state what the agenda item subject is. The chair should then announce the format (which follows) that will be followed in considering the agenda item.

Second, following that agenda format, the chair should invite the appropriate person or persons to report on the item, including any recommendation that they might have. The appropriate person or persons may be the chair, a member of the body, a staff person, or a committee chair charged with providing input on the agenda item.

Third, the chair should ask members of the body if they have any technical questions of clarification. At this point, members of the body may ask clarifying questions to the person or persons who reported on the item, and that person or persons should be given time to respond.

Fourth, the chair should invite public comments, or if appropriate at a formal meeting, should open the public meeting for public input. If numerous members of the public indicate a desire to speak to the subject, the chair may limit the time of public speakers. At the conclusion of the public comments, the chair should announce that public input has concluded (or the public hearing, as the case may be, is closed).

Fifth, the chair should invite a motion. The chair should announce the name of the member of the body who makes the motion.

Sixth, the chair should determine if any member of the body wishes to second the motion. The chair should announce the name of the member of the body who seconds the motion. It is normally good practice for a motion to require a second before proceeding to ensure that it is not just one member of the body who is interested in a particular approach. However, a second is not an absolute requirement, and the chair can proceed with consideration and vote on a motion even when there is no second. This is a matter left to the discretion of the chair.

Seventh, if the motion is made and seconded, the chair should make sure everyone understands the motion.

This is done in one of three ways:

1. The chair can ask the maker of the motion to repeat it;
2. The chair can repeat the motion; or
3. The chair can ask the secretary or the clerk of the body to repeat the motion.

Eighth, the chair should now invite discussion of the motion by the body. If there is no desired discussion, or after the discussion has ended, the chair should announce that the body will vote on the motion. If there has been no discussion or very brief discussion, then the vote on the motion should proceed immediately and there is no need to repeat the motion. If there has been substantial discussion, then it is normally best to make sure everyone understands the motion by repeating it.

Ninth, the chair takes a vote. Simply asking for the “ayes” and then asking for the “nays” normally does this. If members of the body do not vote, then they “abstain.” Unless the rules of the body provide otherwise (or unless a super majority is required as delineated later in these rules), then a simple majority (as defined in law or the rules of the body as delineated later in these rules) determines whether the motion passes or is defeated.

Tenth, the chair should announce the result of the vote and what action (if any) the body has taken. In announcing the result, the chair should indicate the names of the members of the body, if any, who voted in the minority on the motion. This announcement might take the following form: “The motion passes by a vote of 3-2, with Smith and Jones dissenting. We have passed the motion requiring a 10-day notice for all future meetings of this body.”

Motions in General

Motions are the vehicles for decision making by a body. It is usually best to have a motion before the body prior to commencing discussion of an agenda item. This helps the body focus.

Motions are made in a simple two-step process. First, the chair should recognize the member of the body. Second, the member of the body makes a motion by preceding the member’s desired approach with the words “I move . . .”

A typical motion might be: “I move that we give a 10-day notice in the future for all our meetings.”

The chair usually initiates the motion in one of three ways:

1. **Inviting the members of the body to make a motion**, for example, “A motion at this time would be in order.”
2. **Suggesting a motion to the members of the body**, “A motion would be in order that we give a 10-day notice in the future for all our meetings.”
3. **Making the motion**. As noted, the chair has every right as a member of the body to make a motion, but should normally do so only if the chair wishes to make a motion on an item but is convinced that no other member of the body is willing to step forward to do so at a particular time.

The Three Basic Motions

There are three motions that are the most common and recur often at meetings:

The basic motion. The basic motion is the one that puts forward a decision for the body’s consideration. A basic motion might be: “I move that we create a five-member committee to plan and put on our annual fundraiser.”

The motion to amend. If a member wants to change a basic motion that is before the body, they would move to amend it. A motion to amend might be: “I move that we amend the motion to have a 10-member committee.” A motion to amend takes the basic motion that is before the body and seeks to change it in some way.

The substitute motion. If a member wants to completely do away with the basic motion that is before the body, and put a new motion before the body, they would move a substitute motion. A substitute motion might be: “I move a substitute motion that we cancel the annual fundraiser this year.”

“Motions to amend” and “substitute motions” are often confused, but they are quite different, and their effect (if passed) is quite different. A motion to amend seeks to retain the basic motion on the floor, but modify it in some way. A substitute motion seeks to throw out the basic motion on the floor, and substitute a new and different motion for it. The decision as to whether a motion is really a “motion to amend” or a “substitute motion” is left to the chair. So if a member makes what that member calls a “motion to amend,” but the chair determines that it is really a “substitute motion,” then the chair’s designation governs.

A “friendly amendment” is a practical parliamentary tool that is simple, informal, saves time and avoids bogging a meeting down with numerous formal motions. It works in the following way: In the discussion on a pending motion, it may appear that a change to the motion is desirable or may win support for the motion from some members. When that happens, a member who has the floor may simply say, “I want to suggest a friendly amendment to the motion.” The member suggests the friendly amendment, and if the maker and the person who seconded the motion pending on the floor accepts the friendly amendment, that now becomes the pending motion on the floor. If either the maker or the person who seconded rejects the proposed friendly amendment, then the proposer can formally move to amend.

Multiple Motions Before the Body

There can be up to three motions on the floor at the same time. The chair can reject a fourth motion until the chair has dealt with the three that are on the floor and has resolved them. This rule has practical value. More than three motions on the floor at any given time is confusing and unwieldy for almost everyone, including the chair.

When there are two or three motions on the floor (after motions and seconds) at the same time, the vote should proceed *first* on the *last* motion that is made. For example, assume the first motion is a basic “motion to have a five-member committee to plan and put on our annual fundraiser.” During the discussion of this motion, a member might make a second motion to “amend the main motion to have a 10-member committee, not a five-member committee to plan and put on our annual fundraiser.” And perhaps, during that discussion, a member makes yet a third motion as a “substitute motion that we not have an annual fundraiser this year.” The proper procedure would be as follows:

First, the chair would deal with the *third* (the last) motion on the floor, the substitute motion. After discussion and debate, a vote would be taken first on the third motion. If the substitute motion *passed*, it would be a substitute for the basic motion and would eliminate it. The first motion would be moot, as would the second motion (which sought to amend the first motion), and the action on the agenda item would be completed on the passage by the body of the third motion (the substitute motion). No vote would be taken on the first or second motions.

Second, if the substitute motion *failed*, the chair would then deal with the second (now the last) motion on the floor, the motion to amend. The discussion and debate would focus strictly on the amendment (should the committee be five or 10 members). If the motion to amend *passed*, the chair would then move to consider the main motion (the first motion) as *amended*. If the motion to amend *failed*, the chair would then move to consider the main motion (the first motion) in its original format, not amended.

Third, the chair would now deal with the first motion that was placed on the floor. The original motion would either be in its original format (five-member committee), or if *amended*, would be in its amended format (10-member committee). The question on the floor for discussion and decision would be whether a committee should plan and put on the annual fundraiser.

To Debate or Not to Debate

The basic rule of motions is that they are subject to discussion and debate. Accordingly, basic motions, motions to amend, and substitute motions are all eligible, each in their turn, for full discussion before and by the body. The debate can continue as long as members of the body wish to discuss an item, subject to the decision of the chair that it is time to move on and take action.

There are exceptions to the general rule of free and open debate on motions. The exceptions all apply when there is a desire of the body to move on. The following motions are not debatable (that is, when the following motions are made and seconded, the chair must immediately call for a vote of the body without debate on the motion):

Motion to adjourn. This motion, if passed, requires the body to immediately adjourn to its next regularly scheduled meeting. It requires a simple majority vote.

Motion to recess. This motion, if passed, requires the body to immediately take a recess. Normally, the chair determines the length of the recess which may be a few minutes or an hour. It requires a simple majority vote.

Motion to fix the time to adjourn. This motion, if passed, requires the body to adjourn the meeting at the specific time set in the motion. For example, the motion might be: “I move we adjourn this meeting at midnight.” It requires a simple majority vote.

Motion to table. This motion, if passed, requires discussion of the agenda item to be halted and the agenda item to be placed on “hold.” The motion can contain a specific time in which the item can come back to the body. “I move we table this item until our regular meeting in October.” Or the motion can contain no specific time for the return of the item, in which case a motion to take the item off the table and bring it back to the body will have to be taken at a future meeting. A motion to table an item (or to bring it back to the body) requires a simple majority vote.

Motion to limit debate. The most common form of this motion is to say, “I move the previous question” or “I move the question” or “I call the question” or sometimes someone simply shouts out “question.” As a practical matter, when a member calls out one of these phrases, the chair can expedite matters by treating it as a “request” rather than as a formal motion. The chair can simply inquire of the body, “any further discussion?” If no one wishes to have further discussion, then the chair can go right to the pending motion that is on the floor. However, if even one person wishes to discuss the pending motion further, then at that point, the chair should treat the call for the “question” as a formal motion, and proceed to it.

When a member of the body makes such a motion (“I move the previous question”), the member is really saying: “I’ve had enough debate. Let’s get on with the vote.” When such a motion is made, the chair should ask for a second, stop debate, and vote on the motion to limit debate. The motion to limit debate requires a two-thirds vote of the body.

NOTE: A motion to limit debate could include a time limit. For example: “I move we limit debate on this agenda item to 15 minutes.” Even in this format, the motion to limit debate requires a two-thirds vote of the body. A similar motion is a *motion to object to consideration of an item*. This motion is not debatable, and if passed, precludes the body from even considering an item on the agenda. It also requires a two-thirds vote.

Majority and Super Majority Votes

In a democracy, a simple majority vote determines a question. A tie vote means the motion fails. So in a seven-member body, a vote of 4-3 passes the motion. A vote of 3-3 with one abstention means the motion fails. If one member is absent and the vote is 3-3, the motion still fails.

All motions require a simple majority, but there are a few exceptions. The exceptions come up when the body is taking an action which effectively cuts off the ability of a minority of the body to take an action or discuss an item. These extraordinary motions require a two-thirds majority (a super majority) to pass:

Motion to limit debate. Whether a member says, “I move the previous question,” or “I move the question,” or “I call the question,” or “I move to limit debate,” it all amounts to an attempt to cut off the ability of the minority to discuss an item, and it requires a two-thirds vote to pass.

Motion to close nominations. When choosing officers of the body (such as the chair), nominations are in order either from a nominating committee or from the floor of the body. A motion to close nominations effectively cuts off the right of the minority to nominate officers and it requires a two-thirds vote to pass.

Motion to object to the consideration of a question. Normally, such a motion is unnecessary since the objectionable item can be tabled or defeated straight up. However, when members of a body do not even want an item on the agenda to be considered, then such a motion is in order. It is not debatable, and it requires a two-thirds vote to pass.

Motion to suspend the rules. This motion is debatable, but requires a two-thirds vote to pass. If the body has its own rules of order, conduct or procedure, this motion allows the body to suspend the rules for a particular purpose. For example, the body (a private club) might have a rule prohibiting the attendance at meetings by non-club members. A motion to suspend the rules would be in order to allow a non-club member to attend a meeting of the club on a particular date or on a particular agenda item.

Counting Votes

The matter of counting votes starts simple, but can become complicated.

Usually, it’s pretty easy to determine whether a particular motion passed or whether it was defeated. If a simple majority vote is needed to pass a motion, then one vote more than 50 percent of the body is required. For example, in a five-member body, if the vote is three in favor and two opposed, the motion passes. If it is two in favor and three opposed, the motion is defeated.

If a two-thirds majority vote is needed to pass a motion, then how many affirmative votes are required? The simple rule of thumb is to count the “no” votes and double that count to determine how many “yes” votes are needed to pass a particular motion. For example, in a seven-member body, if two members vote “no” then the “yes” vote of at least four members is required to achieve a two-thirds majority vote to pass the motion.

What about tie votes? In the event of a tie, the motion always fails since an affirmative vote is required to pass any motion. For example, in a five-member body, if the vote is two in favor and two opposed, with one member absent, the motion is defeated.

Vote counting starts to become complicated when members vote “abstain” or in the case of a written ballot, cast a blank (or unreadable) ballot. Do these votes count, and if so, how does one count them? The starting point is always to check the statutes.

In California, for example, for an action of a board of supervisors to be valid and binding, the action must be approved by a majority of the board. (California Government Code Section 25005.) Typically, this means three of the five members of the board must vote affirmatively in favor of the action. A vote of 2-1 would not be sufficient. A vote of 3-0 with two abstentions would be sufficient. In general law cities in

California, as another example, resolutions or orders for the payment of money and all ordinances require a recorded vote of the total members of the city council. (California Government Code Section 36936.) Cities with charters may prescribe their own vote requirements. Local elected officials are always well-advised to consult with their local agency counsel on how state law may affect the vote count.

After consulting state statutes, step number two is to check the rules of the body. If the rules of the body say that you count votes of “those present” then you treat abstentions one way. However, if the rules of the body say that you count the votes of those “present and voting,” then you treat abstentions a different way. And if the rules of the body are silent on the subject, then the general rule of thumb (and default rule) is that you count all votes that are “present and voting.”

Accordingly, under the “present and voting” system, you would **NOT** count abstention votes on the motion. Members who abstain are counted for purposes of determining quorum (they are “present”), but you treat the abstention votes on the motion as if they did not exist (they are not “voting”). On the other hand, if the rules of the body specifically say that you count votes of those “present” then you **DO** count abstention votes both in establishing the quorum and on the motion. In this event, the abstention votes act just like “no” votes.

How does this work in practice?

Here are a few examples.

Assume that a five-member city council is voting on a motion that requires a simple majority vote to pass, and assume further that the body has no specific rule on counting votes. Accordingly, the default rule kicks in and we count all votes of members that are “present and voting.” If the vote on the motion is 3-2, the motion passes. If the motion is 2-2 with one abstention, the motion fails.

Assume a five-member city council voting on a motion that requires a two-thirds majority vote to pass, and further assume that the body has no specific rule on counting votes. Again, the default rule applies. If the vote is 3-2, the motion fails for lack of a two-thirds majority. If the vote is 4-1, the motion passes with a clear two-thirds majority. A vote of three “yes,” one “no” and one “abstain” also results in passage of the motion. Once again, the abstention is counted only for the purpose of determining quorum, but on the actual vote on the motion, it is as if the abstention vote never existed — so an effective 3-1 vote is clearly a two-thirds majority vote.

Now, change the scenario slightly. Assume the same five-member city council voting on a motion that requires a two-thirds majority vote to pass, but now assume that the body **DOES** have a specific rule requiring a two-thirds vote of members “present.” Under this specific rule, we must count the members present not only for quorum but also for the motion. In this scenario, any abstention has the same force and effect as if it were a “no” vote. Accordingly, if the votes were three “yes,” one “no” and one “abstain,” then the motion fails. The abstention in this case is treated like a “no” vote and effective vote of 3-2 is not enough to pass two-thirds majority muster.

Now, exactly how does a member cast an “abstention” vote?

Any time a member votes “abstain” or says, “I abstain,” that is an abstention. However, if a member votes “present” that is also treated as an abstention (the member is essentially saying, “Count me for purposes of a quorum, but my vote on the issue is abstain.”) In fact, any manifestation of intention not to vote either “yes” or “no” on the pending motion may be treated by the chair as an abstention. If written ballots are cast, a blank or unreadable ballot is counted as an abstention as well.

Can a member vote “absent” or “count me as absent?” Interesting question. The ruling on this is up to the chair. The better approach is for the chair to count this as if the member had left his/her chair and is actually “absent.” That, of course, affects the quorum. However, the chair may also treat this as a vote to abstain, particularly if the person does not actually leave the dais.

The Motion to Reconsider

There is a special and unique motion that requires a bit of explanation all by itself; the motion to reconsider. A tenet of parliamentary procedure is finality. After vigorous discussion, debate and a vote, there must be some closure to the issue. And so, after a vote is taken, the matter is deemed closed, subject only to reopening if a proper motion to consider is made and passed.

A motion to reconsider requires a majority vote to pass like other garden-variety motions, but there are two special rules that apply only to the motion to reconsider.

First, is the matter of timing. A motion to reconsider must be made at the meeting where the item was first voted upon. A motion to reconsider made at a later time is untimely. (The body, however, can always vote to suspend the rules and, by a two-thirds majority, allow a motion to reconsider to be made at another time.)

Second, a motion to reconsider may be made only by certain members of the body. Accordingly, a motion to reconsider may be made only by a member who voted in the majority on the original motion. If such a member has a change of heart, he or she may make the motion to reconsider (any other member of the body — including a member who voted in the minority on the original motion — may second the motion). If a member who voted in the minority seeks to make the motion to reconsider, it must be ruled out of order. The purpose of this rule is finality. If a member of minority could make a motion to reconsider, then the item could be brought back to the body again and again, which would defeat the purpose of finality.

If the motion to reconsider passes, then the original matter is back before the body, and a new original motion is in order. The matter may be discussed and debated as if it were on the floor for the first time.

Courtesy and Decorum

The rules of order are meant to create an atmosphere where the members of the body and the members of the public can attend to business efficiently, fairly and with full participation. At the same time, it is up to the chair and the members of the body to maintain common courtesy and decorum. Unless the setting is very informal, it is always best for only one person at a time to have the floor, and it is always best for every speaker to be first recognized by the chair before proceeding to speak.

The chair should always ensure that debate and discussion of an agenda item focuses on the item and the policy in question, not the personalities of the members of the body. Debate on policy is healthy, debate on personalities is not. The chair has the right to cut off discussion that is too personal, is too loud, or is too crude.

Debate and discussion should be focused, but free and open. In the interest of time, the chair may, however, limit the time allotted to speakers, including members of the body.

Can a member of the body interrupt the speaker? The general rule is “no.” There are, however, exceptions. A speaker may be interrupted for the following reasons:

Privilege. The proper interruption would be, “point of privilege.” The chair would then ask the interrupter to “state your point.” Appropriate points of privilege relate to anything that would interfere with the normal comfort of the meeting. For example, the room may be too hot or too cold, or a blowing fan might interfere with a person’s ability to hear.

Order. The proper interruption would be, “point of order.” Again, the chair would ask the interrupter to “state your point.” Appropriate points of order relate to anything that would not be considered appropriate conduct of the meeting. For example, if the chair moved on to a vote on a motion that permits debate without allowing that discussion or debate.

Appeal. If the chair makes a ruling that a member of the body disagrees with, that member may appeal the ruling of the chair. If the motion is seconded, and after debate, if it passes by a simple majority vote, then the ruling of the chair is deemed reversed.

Call for orders of the day. This is simply another way of saying, “return to the agenda.” If a member believes that the body has drifted from the agreed-upon agenda, such a call may be made. It does not require a vote, and when the chair discovers that the agenda has not been followed, the chair simply reminds the body to return to the agenda item properly before them. If the chair fails to do so, the chair’s determination may be appealed.

Withdraw a motion. During debate and discussion of a motion, the maker of the motion on the floor, at any time, may interrupt a speaker to withdraw his or her motion from the floor. The motion is immediately deemed withdrawn, although the chair may ask the person who seconded the motion if he or she wishes to make the motion, and any other member may make the motion if properly recognized.

Special Notes About Public Input

The rules outlined above will help make meetings very public-friendly. But in addition, and particularly for the chair, it is wise to remember three special rules that apply to each agenda item:

Rule One: Tell the public what the body will be doing.

Rule Two: Keep the public informed while the body is doing it.

Rule Three: When the body has acted, tell the public what the body did.



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ROSENBERG'S RULES OF ORDER CHEAT SHEET

To:	You say:	Interrupt Speaker	Second Needed	Debatable	Amendable	Vote Needed
Adjourn	"I move that we adjourn" (Only needed prior to the end of the agenda)	No	Yes	No	No	Majority
Recess	"I move that we recess until..."	No	Yes	No	Yes	Majority
Complain about noise, room temp., etc.	"Point of privilege"	Yes	No	No	No	Chair Decides
Suspend further consideration of	"I move that we table it"	No	Yes	No	No	Majority
End debate	"I move the previous question" or "Call the question"	No	Yes	No	No	2/3
Postpone consideration of	"I move we postpone this matter until..."	No	Yes	Yes	Yes	Majority
Introduce a motion	"I move that..." or "I move to..."	No	Yes	Yes	Yes	Majority
Amend a motion	"I move that this motion be amended by..." (You can also ask for a friendly amendment, which is less formal; if mover and second concur, no vote needed)	No	Yes	Yes	Yes	Majority
Refer to a Committee	"I move that the question be referred to a committee for more study"	No	Yes	Yes	Yes	Majority

The above listed motions and points are listed in established order of precedence. When any one of them is pending, you may not introduce another that is listed below, but you may introduce another that is listed above it.

To:	You say:	Interrupt Speaker	Second Needed	Debatable	Amendable	Vote Needed
Object to procedure or personal affront	"Point of order"	Yes	No	No	No	Chair decides
Request information	"Point of information"	Yes	No	No	No	None
Object to considering some undiplomatic or improper matter	"I object to consideration of this question" (This would generally just be used if something is not on the agenda)	Yes	No	No	No	2/3
Reconsider something already disposed of	"I move we now (or later) reconsider our action relative to..." (Only a member of the prevailing side can make a motion to reconsider)	Yes	Yes	Only if original motion	No	Majority
Vote on a ruling by the Chair	"I appeal the Chair's decision"	Yes	Yes	Yes	No	Majority

The motions, points and proposals listed above have no established order of preference; any of them may be introduced at any time except when meeting is considering one of the top three matters listed from the first chart (Motion to Adjourn, Recess or Point of Privilege).

ATTACHMENT 3
**Ordinance No. 2333 Establishing of Code of Ethics
and Conduct Municipal Code Section**

ORDINANCE NO. 2333

**AN ORDINANCE OF THE CITY THE CITY COUNCIL
OF THE CITY OF SOUTH PASADENA, CALIFORNIA,
AMENDING CHAPTER 2 (“ADMINISTRATION”),
ARTICLE II (“OFFICERS AND EMPLOYEES
GENERALLY”) BY ADDING A NEW SECTION 2.7-5
 (“CODE OF ETHICS AND CONDUCT”) TO THE CITY OF
SOUTH PASADENA MUNICIPAL CODE APPLICABLE TO
ALL ELECTED AND APPOINTED CITY OFFICIALS**

**THE PEOPLE OF THE CITY OF SOUTH PASADENA DO HEREBY ORDAIN AS
FOLLOWS:**

SECTION 1. A new Section 2.7-5 (“Code of Ethics and Conduct”) is added to Article II (“Officers and Employees Generally”) of Chapter 2 (“Administration”) of the South Pasadena Municipal Code to read as follows:

“2.7-5 Code of Ethics and Conduct

The proper operation of democratic government requires that public officials and public employees be independent, impartial, responsible, and accountable to the people; that governmental decisions and policy be made in the proper channels of the governmental structure; that public office and public employment not be used for personal gain; and that the citizens and businesses of the City have confidence in the integrity of their government.


In furtherance of these principles, the City Council may establish by resolution a code of ethics and conduct which shall be applicable to all city officials, including the mayor, city councilmembers, commissions and all other public officials, whether appointed or elected.”

SECTION 2. CEQA. This ordinance is exempt from the California Environmental Quality Act (CEQA) pursuant to 14 Cal. Code Regs. Section 15378(b)(5) as an agency organizational or administrative activity that produces no physical changes to the environment.

SECTION 3. EFFECTIVE DATE. This ordinance shall take effect thirty days after its passage and adoption pursuant to California Government Code Section 36937.

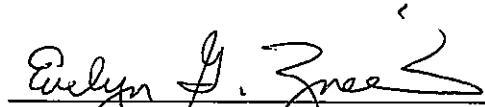
SECTION 4. This ordinance shall take effect thirty (30) days after its final passage and within fifteen (15) days after its passage, the City Clerk of the City of South Pasadena shall certify to the passage and adoption of this ordinance and to its approval by the Mayor and City Council and shall cause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


PASSED, APPROVED AND ADOPTED ON this 2nd day of October, 2019.


Marina Khubestrian, M.D., Mayor

ATTEST:

APPROVED AS TO FORM:


Evelyn G. Zneimer, City Clerk
(seal)


Teresa L. Highsmith, City Attorney

Date: 11/5/19

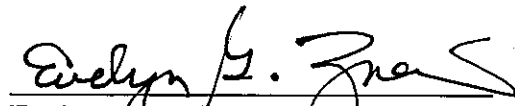
I HEREBY CERTIFY the foregoing resolution was duly adopted by the City Council of the City of South Pasadena, California, at a regular meeting held on the 2nd day of October, 2019, by the following vote:

AYES: Cacciotti, Mahmud, Schneider, Joe, and Mayor Khubestrian

NOES: None

ABSENT: None

ABSTAINED: None


Evelyn G. Zneimer, City Clerk
(seal)



City Council Agenda Report

ITEM NO. 13

DATE: May 6, 2020

FROM: Stephanie DeWolfe, City Manager

PREPARED BY: Teresa L. Highsmith, City Attorney

SUBJECT: **Adoption of a Resolution Continuing the Proclaiming a Local Emergency Due to the Outbreak of COVID-19, Adopting Regulations for Private and Public Facilities and Gatherings, Establishing Protections for Residential and Commercial Tenants and Property Owners, Requesting Reimbursement of Expenses, and Authorizing the City Manager to Take All Necessary Actions as the Director of Emergency Services**

Recommendation

It is recommended that the City Council approve the attached resolution:

1. Continuing the proclamation of a local emergency due to the outbreak of COVID-19;
2. Continuing the application of regulations for private and public facilities and gatherings;
3. Continuing and the protections for residential and commercial tenants and property owners;
4. Requesting reimbursement of expenses; and
5. Authorizing the City Manager to take all necessary actions as the Director of Emergency Services.

Discussion/Analysis

In response to the orders issued by State and County agencies, the City activated its Emergency Operating Center (EOC) on Tuesday, March 17, 2020; on March 18, 2020, the City Council adopted Resolution No. 7646, declaring a local emergency, restricting private and public gatherings and establishing protections for residential and commercial tenants unable to pay all or a portion of their rent due to loss of income from the COVID-19 statewide emergency.

Resolution 7646 will expire on May 18, 2020, unless further action is taken by the City Council. It is recommended that the City Council adopt the attached resolution continuing the declaration of a local emergency in response to COVID-19 to protect the health and safety of all those who reside, visit, or work within the City of South Pasadena. The proposed actions are consistent with the City's Emergency Action Plan and California Government Code section 8634 to promulgate orders and regulations necessary to provide for the protection of life and property, to preserve the public order and ensure public safety.

Declaration of Local Emergency

May 6, 2020

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Background

An outbreak of pneumonia in Wuhan, China was reported to the World Health Organization ("WHO") on December 31, 2019, and an illness caused by a novel coronavirus called COVID-19 was soon identified as the cause. During the week of February 23, 2020, the Centers for Disease Control and Prevention ("CDC") reported evidence of community spread of the virus in cases located in California, Oregon, and Washington.

On March 4, 2020, Governor Gavin Newsom declared a state of emergency to exist in California as a result of COVID-19. The same day, the State of California and Los Angeles County Department of Public Health declared health emergencies.

On March 16, 2020, the Governor issued Executive Order N-28-20, suspending any provision of state law that would preempt or otherwise restrict a local government's exercise of its police power to impose substantive limitations on residential or commercial evictions when the basis for the eviction is nonpayment of rent or a foreclosure, arising out of a substantial decrease in household or business income or substantial out-of-pocket medical expenses, caused by the COVID-19 pandemic or by any local, state, or federal government response to COVID-19 and is documented.

On March 19, 2020, the Los Angeles County Health Officer issued a Health Officer Order ("Safer at Home") requiring all County residents to remain inside and practice social distancing, and on April 10, 2020, extended the "Safer at Home" requirements until May 15, 2020

On March 27, 2020, Governor Gavin Newsom issued Executive Order N-37-20, providing an additional 60 days for residential tenants, unable to pay rent COVID-19 related loss of funding, to file a response to a complaint in unlawful detainer, and staying the enforcement of a writ of possession until May 31, 2020. While Governor Newsom's Executive Orders create additional procedural tools for tenants facing eviction, they do not prohibit evictions of tenants for inability to pay rent. The City's continuing Resolution, including the continuing residential and commercial tenant eviction protections provide this additional protection, which is not inconsistent with the Governor's Executive Orders.

This Resolution, if approved, will be reviewed by the City Council within 60 days, unless terminated earlier by the City Council.

Legal Review

The City Attorney's office has reviewed this item.

Fiscal Impact

With the State declaration of a health emergency, local COVID-19 response efforts may be eligible for state or federal reimbursement. The future costs of responding to COVID-19 are unknown at this time due to evolving conditions. Until there is a final determination on potential

Declaration of Local Emergency
May 6, 2020
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reimbursement, all expenditures will be recorded and tracked in the Health Fund and/or General Fund using existing appropriations.

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: City Council Resolution Continuing the Declaration of Local Emergency

RESOLUTION NO. ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA, CALIFORNIA, CONTINUING ITS PROCLAMATION OF A LOCAL EMERGENCY DUE TO THE OUTBREAK OF COVID-19, ADOPTION OF REGULATIONS FOR PRIVATE AND PUBLIC FACILITIES AND GATHERINGS, ESTABLISHMENT OF PROTECTIONS FOR RESIDENTIAL AND COMMERCIAL TENANTS AND PROPERTY OWNERS, REQUESTING REIMBURSEMENT OF EXPENSES, AND AUTHORIZING THE CITY MANAGER TO CONTINUE TO TAKE ALL NECESSARY ACTIONS AS THE DIRECTOR OF EMERGENCY SERVICES

WHEREAS, in December 2019, a novel coronavirus known as SARS-CoV-2 was first detected in Wuhan, Hubei Province, People’s Republic of China, causing outbreaks of the coronavirus disease COVID-19 that has now spread globally;

WHEREAS, on January 31, 2020, the United States Secretary of Health and Human Services declared a public health emergency in response to COVID-19;

WHEREAS, on March 4, 2020, Governor Gavin Newsom declared a state of emergency to exist in California as a result of COVID-19;

WHEREAS, on March 4, 2020, the Chair of the Los Angeles County Board of Supervisors and the Los Angeles County Health Officer declared a local emergency and a local health emergency, respectively, as a result of COVID-19;

WHEREAS, on March 12, 2020, Governor Gavin Newsom signed Executive Order N-25-20 giving state and local public health officials the authority to issue guidance limiting or recommending limitations upon attendance at public assemblies, conferences or other mass events;

WHEREAS, on March 13, 2020, President Donald Trump declared a national emergency as a result of COVID-19;

WHEREAS, on March 15, 2020, Governor Gavin Newsom called for the closure of all bars, pubs, and wineries in the State and restrictions on restaurants;

WHEREAS, on March 16, 2020, Governor Gavin Newsom issued Executive Order N-28-20, suspending any provision of state law that would preempt or otherwise restrict a local government’s exercise of its police power to impose substantive limitations on residential or commercial evictions when the basis for the eviction is nonpayment of rent or a foreclosure, arising out of a substantial decrease in household or business income or substantial out-of-pocket medical expenses, caused by the COVID-19 pandemic or by any local, state, or federal government response to COVID-19 and is documented;

WHEREAS, on March 16, 2020, the Los Angeles County Health Officer issued Health Officer Order for the Control of COVID-19, attached as Attachment A, which seeks to limit residents' exposure by ordering the closure of certain private facilities;

WHEREAS, on March 19, 2020, the Los Angeles County Health Officer issued a Health Officer Order ("Safer at Home") requiring all County residents to remain inside and practice social distancing, and on April 10, 2020, extended the "Safer at Home" requirements until May 15, 2020;

WHEREAS, on March 27, 2020, Governor Gavin Newsom issued Executive Order N-37-20, providing an additional 60 days for residential tenants, unable to pay rent COVID-19 related loss of funding, to file a response to a complaint in unlawful detainer, and staying the enforcement of a writ of possession until May 31, 2020;

WHEREAS, based on the state declaration of emergency restrictions on price gouging under Penal Code section 396 have taken effect;

WHEREAS, despite sustained efforts, COVID-19 remains a threat, and continued efforts to control the spread of the virus to reduce and minimize the risk of infection are needed;

WHEREAS, the spread of COVID-19 and its consequences are beyond the control of the services, personnel, equipment, and facilities of the City of South Pasadena;

WHEREAS, the mobilization of local resources, the ability to coordinate interagency response, accelerate procurement of vital supplies, use mutual aid, and allow for future reimbursement by the state and federal governments continues to be critical to successfully respond to COVID-19;

WHEREAS, these conditions warrant and necessitate that the City continue its proclamation of the existence of a local emergency.

WHEREAS, South Pasadena Municipal Code section 11.6 empowers the City Council to proclaim the existence or threatened existence of a local emergency when the City is affected or likely to be affected by a public calamity, and the City Manager, as Director of Emergency Services, to issue such proclamation if the City Council is not in session;

WHEREAS, Government Code section 8634 states, "During a local emergency the governing body of a political subdivision, or officials designated thereby, may promulgate orders and regulations necessary to provide for the protection of life and property, including orders or regulations imposing a curfew within designated boundaries where necessary to preserve the public order and safety. Such orders and regulations and amendments and rescissions thereof shall be in writing and shall be given widespread publicity and notice";

WHEREAS, on March 18, 2020, the City adopted Resolution 7646, declaring a local emergency in response to COVID-19, adopting regulations restricting private and public facilities and gatherings, and establishing protections for residential and commercial tenants;

WHEREAS, Government Code section 8630 (c) states, “The governing body shall review the need for continuing the local emergency at least once every 60 days until the government body terminates the local emergency”.

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

SECTION 1. Recitals. The City Council finds that all of the preceding recitals are true and correct and are hereby incorporated and adopted as findings and determinations by the City Council as if fully set forth herein.

SECTION 2. Proclamation. Pursuant to Government Code section 8630, subdivision (a), the City Council proclaims the continuation of a local emergency due to the outbreak of COVID-19.

SECTION 3. Regulation of Public Gatherings. Commencing immediately, the Director of Emergency Services is directed to continue to postpone or cancel all non-essential public community events or group activities in City-owned properties, including City Council, commission, or board meetings, that require close contact and involve two or more participants.

SECTION 4. Regulation of Public Facilities. Commencing immediately, the Director of Emergency Services is directed to continue the closure to the public of all City-owned facilities that require close contact of vulnerable individuals, including those over 60 years old or with compromised immune systems.

SECTION 5. Regulation of Private Facilities. The private facilities referenced in Attachment A will continue to remain closed until further notice.

SECTION 6. Enforcement. Any violation of the above prohibitions may be punishable by a fine not to exceed \$1,000 or imprisonment not to exceed six months, pursuant to the South Pasadena Municipal Code section 11.11.

SECTION 7. Exemption of Delivery Vehicles. Trucks and other vehicles engaged in the delivery of grocery items to grocery stores, when such items are to be made available for sale to the public, remain exempt from having to comply with any City rules and regulations that limit the hours for such deliveries.

SECTION 8. Guidance for Religious Gatherings. The leaders of the City’s houses of worship are urged, in the strongest possible terms, to limit gatherings on their premises and to explore and implement ways to practice their respective faiths while observing social distancing practices.

SECTION 9. Protection of Affected Tenants. It is hereby ordered that no landlord shall evict a residential or commercial tenant in the City of South Pasadena during this local emergency period if:

- a. The tenant has been current in the payment of rent prior to March 15, 2020;

- b. The tenant notifies the landlord in writing before the rent is due, or within a reasonable period of time afterwards not to exceed 7 days, that the tenant needs to delay all or some payment of rent because of an inability to pay the full amount of rent due to financial impacts related to COVID-19, the tenant was unavailable to work because the tenant was sick with a suspected or confirmed case of COVID-19 or caring for a household or family member who was sick with a suspected or confirmed case of COVID-19;
- c. Nothing in this section shall be construed to mean that the tenant will not still be obligated to pay lawfully charged rent. Tenants will have up to six months following the expiration of the local emergency period to repay any back due rent, verifiably caused by COVID-19 related circumstances. Tenants may use the protections afforded in this section as an affirmative defense in an unlawful detainer action. This section shall remain in effect during the pendency of the local emergency period. Any tenant who receives a notice of eviction may bring a civil action against the landlord to contest the validity of the notice pursuant to this section.
- d. This section applies to nonpayment eviction notices, no-fault eviction notices, and unlawful detainer actions based on such notices, served or filed on or after the date of this Resolution.
- e. “Financial impacts related to COVID-19” include, but are not limited to, tenant lost income as a result of any of the following:
 - i. The tenant was unavailable to work because the tenant was sick with a suspected or confirmed case of COVID-19, or caring for a household or family member who is sick with a suspected or confirmed case of COVID-19;
 - ii. The tenant experienced a lay-off, loss of hours, or other income reduction resulting from COVID-19, the state of emergency, or related government response; or ;
 - iii. The tenant needed to miss work to care for a child whose school was closed in response to COVID-19.
- f. The tenant must provide to the Landlord and shall retain verifiable documentation, such as termination notices, payroll checks, pay stubs, bank statements, medical bills, or signed letters or statements from an employer or supervisor explaining the tenant’s changed financial circumstances to support the tenant’s assertion of an inability to pay.

This Section is in addition to the tenant protections of the Governor’s Executive Order N-37-20 and does not conflict with the provisions of the Governor’s Executive Order.

SECTION 10. Suspension of Utility Terminations and Parking Pass Program.

- a) For a period of 60 days from the date of this Resolution, for customers who are able to show an inability to pay their water and sewer bill due to the “financial impacts related to COVID-19” as defined in Section 9 above, the City hereby suspends:
 - a) The discontinuation or shut-off of water service for residents and businesses in the City for non-payment of water and sewer bills;
 - ii. The imposition of late payment penalties or fees for delinquent water and/or sewer bills;

- b. For a period of 60 days from the date of this Resolution, the City hereby suspends:
 - b) The issuance of overnight parking passes; and
 - c) The imposition of late payment penalties or fees for parking violations.

SECTION 11. Temporary Modifications to Commercial Signage Requirements. No more than two temporary signs shall be allowed per business. All temporary signs must still comply with the size and location requirements set forth in SPMC Section 36.320.080.

Temporary window signs shall be limited to 20 percent of the window area.

No more than one temporary sign shall be located in the public right-of-way. During the Local Emergency Declaration, an application to place a temporary sign in the public right of way shall only require administrative approval by the Planning Director; an encroachment permit is still required to be issued by the Public Works Director, but the encroachment permit fee is waived.

Temporary signs shall be in place for no more than 30 days or until the Local Emergency Declaration has been lifted, whichever is later. Temporary signs may include a banner, in compliance with the size and locations of SPMC Section 36.320.080(B). During this Local Emergency Declaration, the \$50 application fees for a banner sign is waived.

SECTION 12. Emergency Authority. Pursuant to Government Code section 8634, the City Council reaffirms its authorization of the Director of Emergency Services to take any measures necessary to protect and preserve public health and safety, including activation of the Emergency Operations Center.

SECTION 13. Public Health Officials. The City Council reaffirms its authorization of the Director of Emergency Services to implement any guidance, recommendations, or requirements imposed by the State Department of Public Health or the Los Angeles County Health Officer.

SECTION 14. Termination. Pursuant to Government Code section 8630, subdivision (d), the City Council will proclaim the termination of the emergency at the earliest possible date that conditions warrant.

SECTION 15. Review. Pursuant to Government Code section 8630, subdivision (c), the City Council will review the need for continuing the local emergency in no event later than 60 days from the previous declaration or review, until the City Council terminates the local emergency.

SECTION 16. Cost Accounting. City staff will continue to account for their time and expenses related to addressing the local emergency caused by COVID-19.

SECTION 17. Cost Recovery. The City will seek recovery for the cost of responding to COVID-19, as this proclamation was originally made within 10 days of the Governor's Executive Order N-25-20 and the President's declaration of a national emergency, qualifying the

City for assistance under the California Disaster Assistance Act and for reimbursement from the Federal Emergency Management Agency.

SECTION 18-7. Supersedes. This Resolution restates and supersedes the declaration of emergency set forth in Resolution 7646.

SECTION 19-8. Submissions. The City Clerk will transmit a copy of this Resolution at the earliest opportunity to the Los Angeles County Operational Area and the California Governor's Office of Emergency Services.

SECTION 20. Certification. The City Clerk will 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 6th day of May, 2020.

Robert S. Joe, Mayor

ATTEST:

APPROVED AS TO FORM:

Evelyn G. Zneimer, City Clerk

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 6th day of May, 2020, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

Evelyn G. Zneimer, City Clerk
(seal)



City Council Agenda Report

ITEM NO. 14

DATE: May 6, 2020

FROM: Stephanie DeWolfe, City Manager

PREPARED BY: Tamara Binns, Executive Assistant to the City Manager
Christina Munoz, Management Assistant

SUBJECT: **Discretionary Fund Request from Councilmember Khubesrian for \$130 for a Banner Thanking First Responders and City Staff**

Recommendation

It is recommended that the City Council approve a Discretionary Fund request by Councilmember Khubesrian \$130 for a banner thanking South Pasadena First Responders and City Staff.

Commission Review and Recommendation

This matter was not reviewed by a Commission.

Discussion/Analysis

Councilmember Khubesrian would like to thank South Pasadena First Responders and City Staff for their work during the COVID-19 pandemic by purchasing a 4 foot by 8 foot banner that will be displayed at City Hall. In accordance with the City’s procurement process, three quotes were obtained from local businesses in South Pasadena and Cantu Graphics provided the lowest quote.

<u>Company</u>	<u>Banner Type</u>	<u>Cost + tax</u>
Cantu Graphics	4 foot by 8 foot banner	\$130
D&S Printing	4 foot by 8 foot banner	\$160
Kinkos	4 foot by 8 foot banner	\$180

The proposed expenditure meets the criteria set forth in the City’s Discretionary Spending Guidelines. The banner would serve a public purpose; is free of any conflict of interest that may arise from the use of City funds; and is not a gift to any individual, corporation, or municipality, but is only used to benefit the general public of the City.

Background

In September 2004, the City Council approved creation of discretionary spending budgets which allow each Councilmember the opportunity to fund projects or purchases that might not otherwise be funded in the approved budget. Discretionary funds must be used for a public purpose benefiting the City of South Pasadena (City). The Fiscal Year (FY) 2019-20 Budget

includes \$20,000 of Discretionary Funds, which amounts to \$4,000 per Councilmember. On August 17, 2011, the City Council approved Resolution No. 7174, which established guidelines for discretionary budget accounts. Resolution No. 7174 states that all funds not expended during the fiscal year shall be carried over to subsequent fiscal years, up to a maximum carryover amount of \$10,000 per Councilmember account. Said allocated funds need not be encumbered by a purchase order in order to be carried over to the following fiscal year. The following table displays the current Discretionary Fund balances and includes the request being considered in the staff report.

City Councilmembers Discretionary Funds Fiscal Year 2019/20						
	<u>Cacciotti</u>	<u>Joe</u>	<u>Khubesian</u>	<u>Mahmud</u>	<u>Schneider</u>	
Prior Year Balance Carryover Maximum>	\$10,000	\$10,000	\$9,750	\$10,000	10,000	
<i>Total with Current Year Allowance (Maximum Allowed \$10,000)</i>	<i>10,000</i>	<i>10,000</i>	<i>10,000</i>	<i>10,000</i>	<i>10,000</i>	
Date						
Pledged	Description					
8/21/2019			5,000			
9/18/2019		300				
11/20/2019			1,000			
11/20/2019		1,000				
11/20/2019				1,500		
12/4/2019	1,000					
5/6/2020			\$130			
	<i>YTD Appropriations</i>	<i>1,000</i>	<i>1,300</i>	<i>6,130</i>	<i>1,500</i>	<i>0</i>
Available at 9/18/19	\$9,000	\$8,700	\$3,870	\$8,500	\$10,000	

Legal Review

The City Attorney has not reviewed this item.

Fiscal Impact

There are sufficient funds available in the FY 2019-20 Budget account 101-1010-1011-8021.

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

- Attachment 1: Sierra Madre City Council Banner Thanking First Responders and Staff
- Attachment 2: City of South Pasadena Sample Banner Thanking First Responders and Staff

Discretionary Fund Request from Councilmember Khubesrian
May 6, 2020
Page 3 of 2

ATTACHMENT 1
Sierra Madre City Council Banner
Thanking First Responders and City Staff



ATTACHMENT 2
City of South Pasadena Sample Council Banner



*Thank
You!*

FROM THE
CITY COUNCIL

CITY STAFF

FIREFIGHTERS

POLICE OFFICERS

FIRST RESPONDERS

MEDICAL PROFESSIONALS



City Council Agenda Report

ITEM NO. 15

DATE: May 6, 2020

FROM: Stephanie DeWolfe, City Manager

PREPARED BY: Shahid Abbas, Director of Public Works
Leonna DeWitt, Public Works Assistant

SUBJECT: **Adoption of a Resolution Approving the Fiscal Year 2020-21 Engineer's Report Declaring the City's Intention to Provide for an Annual Levy and Collection of Assessments and Setting a Date and Time for a Public Hearing for the FY 2020-21 Lighting and Landscaping Maintenance District**

Recommendation

It is recommended that the City Council:

1. Adopt the attached resolution approving the Fiscal Year (FY) 2020-21 Engineer's Report declaring the City of South Pasadena's (City) intention to provide for an annual levy and collection of assessments; and
2. Schedule the Public Hearing for the FY 2020-21 Lighting and Landscaping Maintenance District (LLMD) for June 3, 2020, at 7:30 p.m. in the Council Chamber.

Commission Review and Recommendation

This matter was not reviewed by a Commission.

Community Outreach

The public will have an opportunity to speak on this matter during the Public Hearing at the June 3, 2020 City Council Meeting. A copy of the attached Engineer's Report is available for viewing on the City's website.

Discussion/Analysis

The LLMD provides approximately \$900,000 in revenues that exclusively covers the maintenance costs within the LLMD boundaries. The revenue is collected through the County Assessor's Office as part of the property tax rolls. The LLMD estimated costs for FY 2020-21 is \$1,082,800. The LLMD assessments provide annual funds for the maintenance and operation of traffic signals, street lights, median landscaping, street tree trimming, and tree removals and replacements. Each year, the City Council establishes assessments to cover these costs. The first step requires the authorization to prepare an Engineer's Report, which contains the engineering study and details of the assessments and methodologies which are needed to submit the assessments to the County Assessor's Office. On March 18, 2020 the City Council approved Resolution 7645 authorizing the preparation of the Engineer's Report for the FY 2020-21 LLMD Assessment.

The maintenance costs are distributed equitably assessing properties in accordance with special benefits received. Revenues generated by the proposed assessment district will substantially cover the maintenance cost within the LLMD service area, which coincide with the City boundaries. The City Council has previously approved the methodology for the assessments and staff will continue with the same methodology this year.

Next Steps

The LLMD Proceedings Schedule (Attachment 3) proposed the following schedule:

1. A Public Hearing will be conducted on June 3, 2020 to adopt a Resolution confirming the annual levy and collection of assessments for the LLMD for FY 2020-21.
2. In July 2020 Harris & Associates will submit the proposed assessments to the Los Angeles County (County) Assessor’s Office.

Background

Assessments are computed based on the number of equivalent single-family dwelling units (EDU) in the LLMD. The equivalent dwelling unit calculation is adjusted for commercial, vacant, and multi-residential property in a manner detailed on pages eight and nine in the Engineer’s Report. Local benefits are divided into four zones depending upon the type of street lighting in the neighborhood.

- Zone 1 - properties are adjacent to major thoroughfares, which are served by higher levels of lighting compared to residential areas.
- Zone 2 - properties are primarily residential served by streetlights owned and maintained by the City.
- Zone 3 - properties are primarily residential served by streetlights owned and maintained by Southern California Edison.
- Zone 4 - properties are in areas without local street lighting, and which pay no local benefit assessment.

The annual assessment rates for a single-family property in each of these zones are as follows:

Zone	Assessment (\$/EDU)		
	City Wide	Local Benefits	Total
1	\$71.26	\$25.85	\$97.11
2	\$71.26	\$32.83	\$104.09
3	\$71.26	\$7.66	\$78.92
4	\$71.26	None	\$71.26

Properties owned by the City (parks, municipal facilities, etc.), the South Pasadena Unified School District, the State (Caltrans properties), or the U.S. Government (post office) are exempt from LLMD assessments.

As a result of Proposition 218 (Prop 218), the City cannot increase the proposed assessments without going through a public ballot process. The City Council has supported staff's recommendation to rely on an exemption of Prop 218 (passed in 1997), that allows the renewal of the LLMD assessments, provided the rates are not changed. If the assessment rates are changed, then the balloting requirements under Prop 218 must be fulfilled.

In January 2017, a ballot to increase assessments was performed. However, the weighted vote of the "No" ballots was 60.9% therefore the ballot measure failed as the simple majority requirement was not met. As a result, this kept assessment rates the same as those previously in effect. In FY 2020-21, there will be no change or increase in assessments under the currently proposed LLMD.

As a result of the COVID-19 pandemic the City is facing significant financial implications: \$1.6 million general fund shortfall through June 30, 2020 and \$3.5 million general fund shortfall through June 30, 2021. The cost to operate the LLMD district is \$1,082,800 and the annual revenue is \$894,890 requiring the general fund to subsidize the LLMD in the amount of \$187,910 annually. In order to close the budget gap, the City will be looking at several options to reduce expenditures. In order for the LLMD to be self-reliant, services within the LLMD may have to be reduced. This may take the form of increasing the interval between tree pruning cycles, eliminating tree plantings, deferring traffic signal maintenance, foregoing street light replacements, reducing median maintenance, and further deferring maintenance to hardscape caused by tree root infiltration. The detailed expenditures within the LLMD will be evaluated during the annual budget process.

The attached resolution calls for approval of the Engineer's Report and declares the intention of moving forward with levying and collecting assessment to cover LLMD costs. The resolution also sets the Public Hearing for June 3, 2020 at 7:30 p.m., in the Council Chamber. The Public Hearing allows comment by the property owners and is legally required to annually re-establish LLMD revenues. Attachment 1 includes the proposed resolution and Attachment 2 includes a draft of the Engineer's Report.

Legal Review

The City Attorney has reviewed this item.

Fiscal Impact

The LLMD establishes the funding mechanism to provide \$894,890 in revenues that exclusively covers the maintenance costs within the LLMD boundaries. The County Assessor's Office collects the revenue as part of the property tax rolls. The LLMD estimated cost for FY 2020-21 is \$1,082,800 (refer to page five of the Engineer's Report). A General Fund transfer funds the difference. The consulting services of Harris & Associates have been engaged to prepare the Engineer's Report reflecting individual parcel assessments including recordation with the County. The consultant fee of \$7,700 is available in the LLMD Account Number 215-6010-6201-8170.

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. Resolution of Initiation
2. FY 2020-21 Street Lighting and Landscaping Maintenance District Assessment
Engineer's Report
3. LLMD Proceedings Schedule

ATTACHMENT 1
Resolution

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF SOUTH PASADENA, CALIFORNIA,
APPROVING THE FISCAL YEAR 2020-21 ENGINEER'S REPORT
DECLARING THE CITY'S INTENTION TO PROVIDE FOR AN
ANNUAL LEVY AND COLLECTION OF ASSESSMENTS AND
SETTING A DATE AND TIME FOR A PUBLIC HEARING FOR
THE LIGHTING AND LANDSCAPING MAINTENANCE
DISTRICT, PURSUANT TO THE PROVISIONS OF DIVISION 15,
PART 2 OF THE STREETS AND HIGHWAYS CODE OF THE
STATE OF CALIFORNIA**

WHEREAS, the City Council of the City of South Pasadena, California, previously formed a Street Lighting and Landscaping Maintenance District pursuant to the terms and provisions of the "Landscaping and Lighting Act of 1972," Division 15, Part 2 of the Streets and Highways Code of the State of California, in what is known and designated as the City of South Pasadena Lighting and Landscaping Maintenance District (District); and

WHEREAS, at this time, the City Council desires to conduct proceedings to provide for the annual levy of assessments for Fiscal Year (FY) 2020-21 to provide for the costs and expenses necessary for continual maintenance of improvements within said District; and

WHEREAS, the City Council approved the Engineer's Report (Report) as required by law, and the City Council desires to conduct the proceedings for said annual levy.

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

SECTION 1. That the above recitals are all true and correct.

SECTION 2. That the public interest and convenience requires, and it is the intention of the City Council, to undertake proceedings for the annual levy and collection of special assessments for the continual maintenance of certain improvements, all to serve and benefit said District as said area is shown and delineated on a map as previously approved by the City Council and posted on the City's website for remote access by the public, and herein so referenced and made a part hereof, and proposed changes thereto are set forth in the Report, incorporated herein as part hereof.

SECTION 3. REPORT. That the Report regarding the annual levy for said District, which Report is for maintenance for the FY 2020-21, is hereby approved and is posted on the City's website for remote access.

SECTION 4. ASSESSMENT. That the public interest and convenience requires, and it is the intention of the City Council to order the annual assessment levy for the District as set forth and described in said Report, and further it is determined to be in the best public interest and convenience to levy and collect annual assessments to pay the costs and expense of said maintenance and improvement as estimated in said Report.

SECTION 5. DESCRIPTION OF MAINTENANCE. The assessments levied and collected shall be for the maintenance of certain street lighting and landscaping improvements, as set forth in the Report, referenced and so incorporated herein.

SECTION 6. The County Auditor shall enter on the County Assessment Roll the amount of the assessments, and shall collect said assessments at the time and in the same manner as County taxes are collected. After collection by the County, the net amount of the assessments, after the deduction of any compensation due to the County for collection, shall be paid to the County Treasurer for purposes of paying for the costs and expenses of said District.

SECTION 7. SPECIAL FUND. That all monies collected shall be deposited in a special fund known as the "SPECIAL FUND CITY OF SOUTH PASADENA, LIGHTING AND LANDSCAPING MAINTENANCE DISTRICT." Payment shall be made out of said fund only for the purpose of provided for in this resolution and in order to expedite the making of this maintenance and improvement, the City Council may transfer into said funds as it may deem necessary to expedite the proceedings. Any funds shall be repaid out of the proceeds of the assessments provided for in this resolution.

SECTION 8. BOUNDARIES OF DISTRICT. Said contemplated maintenance work in, in the opinion of the City Council, of direct benefit to the properties within the boundaries of the District, and the City Council makes the costs and expenses of said maintenance chargeable upon District, which District said City Council hereby declares to be the further assessed to pay the costs and expenses thereof. Said District shall include each parcel of land within the boundaries of said District as shown on the map as approved by the City Council and on file in the Office of the City Clerk and so designated by the name of the District.

SECTION 9. PUBLIC PROPERTY. Any lots or parcels of land known as public property, as the same are defined in Section 22663 of Division 15, Part 2 of the Streets and Highways Code of the State of California, which are included within the boundaries of the District, shall be omitted and exempt from any assessment to be made under these proceedings to cover any of the costs and expenses of said improvement and maintenance work.

SECTION 10. PUBLIC HEARING. NOTICE IS HEREBY GIVEN THAT WEDNESDAY, THE 3rd DAY OF JUNE, 2020, AT THE HOUR OF 7:30 PM, AT THE REGULAR MEETING OF THE SOUTH PASADENA CITY COUNCIL, IN THE COUNCIL CHAMBER, 1424 MISSION STREET, SOUTH PASADENA, CALIFORNIA 91030, IS THE TIME AND PLACE FIXED BY THE CITY COUNCIL FOR THE PUBLIC HEARING ON THE ANNUAL LEVY OF ASSESSMENTS.

SECTION 11. NOTICE. That the City Clerk is hereby authorized and directed to publish, pursuant to Government Code Section 6061, a copy of this resolution in a newspaper of general circulation within said City, said publication shall be not less than ten (10) days before the date set for said Public Hearing.

SECTION 12. That the City Clerk is further directed to cause a copy of the Resolution of Intention to be posted upon the official bulletin board customarily used for the posting of notices.

SECTION 13. That this resolution shall take effect immediately upon its adoption.

SECTION 14. For any and all information relating to the proceedings, protect procedure, any documentation and/or information of a procedural or technical nature, the designated contact person is as follows:

Director of Public Works
City of South Pasadena
1414 Mission Street
South Pasadena, CA 91030
sabbas@southpasadenaca.gov
(626) 403-7240

SECTION 15. 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 6th day of May, 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 6th day of May, 2020, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

Evelyn G. Zneimer, City Clerk
(seal)

ATTACHMENT 2
FY 2020-21 Street Lighting and Landscaping
Maintenance District Assessment Engineer's Report



Harris & Associates



PRELIMINARY ENGINEER'S REPORT

CITY OF SOUTH PASADENA
STREET LIGHTING AND
LANDSCAPING MAINTENANCE
DISTRICT

Fiscal Year 2020-21

15-11

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1. CERTIFICATIONS

ENGINEER'S REPORT
CITY OF SOUTH PASADENA
STREET LIGHTING AND LANDSCAPING MAINTENANCE DISTRICT

The undersigned acting on behalf of Harris & Associates, respectfully submits the enclosed Engineer's Report as directed by City Council pursuant to the provisions of Section 4 of Article XIID of the California Constitution, and provisions of the Landscaping and Lighting Act of 1972, Section 22500 et seq. of the California Streets and Highways Code. The undersigned certifies that he is a Professional Engineer, registered in the State of California.

DATED: MAY 6, 2020



BY: K. Dennis Klingelhofer, P.E.
R.C.E. No. 50255



I HEREBY CERTIFY that the enclosed Engineer's Report, together with Assessment Roll and Assessment Diagram thereto attached, was filed with me on the _____ day of _____, 2020.

Evelyn G. Zneimer, City Clerk
City of South Pasadena
Los Angeles County, California

By _____

I HEREBY CERTIFY that the enclosed Engineer's Report, together with Assessment Roll and Assessment Diagram thereto attached, was approved and confirmed by the City Council of the City of South Pasadena, California, on the ___ day of _____, 2020.

Evelyn G. Zneimer, City Clerk
City of South Pasadena
Los Angeles County, California

By _____

2. REPORT

CITY OF SOUTH PASADENA

FISCAL YEAR 2020-21

ENGINEER'S REPORT

PREPARED PURSUANT TO THE PROVISIONS OF THE
LANDSCAPING AND LIGHTING ACT OF 1972
SECTION 22500 THROUGH 22679
OF THE CALIFORNIA STREETS AND HIGHWAYS CODE,
ARTICLE XIID OF THE CALIFORNIA CONSTITUTION, AND
THE PROPOSITION 218 OMNIBUS IMPLEMENTATION ACT
(GOVERNMENT CODE SECTION 53750 ET SEQ.)

Pursuant to Part 2 of Division 15 of the Streets and Highways Code of the State of California, Article XIID of the California Constitution (Proposition 218), and the Proposition 218 Omnibus Implementation Act and in accordance with the Resolution of Initiation, adopted by the City Council of the City of South Pasadena, State of California, in connection with the proceedings for:

CITY OF SOUTH PASADENA

STREET LIGHTING AND LANDSCAPING MAINTENANCE DISTRICT

Hereinafter referred to as the "Assessment District" " or "District", I, K. Dennis Klingelhofer, P.E., the authorized representative of Harris & Associates, the duly appointed ENGINEER OF WORK, submit herewith the "Report" consisting of five (5) parts as follows:

PART A

PLANS AND SPECIFICATIONS

Plans and specifications for the improvements are as set forth on the lists thereof, attached hereto, and are on file in the Office of the City Engineer and are incorporated herein by reference.

PART B

ESTIMATE OF COST

An estimate of the costs of the proposed improvements, including incidental costs and expenses in connection therewith, is as set forth on the lists thereof, attached hereto, and are on file in the Office of the City Clerk and incorporated herein by reference.

PART C

METHOD OF APPORTIONMENT

The method of apportionment of assessments, indicating the proposed assessment of the net amount of the costs and expenses of the improvements to be assessed upon the several lots and parcels of land within the District, in proportion to the estimated benefits to be received by such lots and parcels.

PART D

ASSESSMENT DIAGRAM

The Diagram of the District Boundaries showing the exterior boundaries of the Assessment District and the lines and dimensions of each lot or parcel of land within the Assessment District. The lines and dimensions of each lot or parcel within the Assessment District are those lines and dimensions shown on the maps of the Assessor of the County of Los Angeles for the fiscal year to which this Report applies. The Assessor's maps and records are incorporated by reference herein and made part of this Report.

PART E

ASSESSMENT ROLL

An assessment of the estimated cost of the improvements on each benefited lot or parcel of land within the District.

3. PART A - PLANS AND SPECIFICATIONS

The facilities, which have been constructed within the City of South Pasadena, and those which may be subsequently constructed, will be operated, serviced and maintained as generally described as follows:

DESCRIPTION OF IMPROVEMENTS
FOR THE CITY OF SOUTH PASADENA
STREET LIGHTING AND LANDSCAPING MAINTENANCE DISTRICT
FISCAL YEAR 2020-21

The proposed improvements for Fiscal Year 2020-21 may be generally described as the continued maintenance and operation of streets and sidewalks within the Assessment District, including the construction, operation, servicing and maintenance of landscaping, lighting and appurtenant facilities, including but not limited to, personnel, electrical energy, utilities such as water, materials, contracting services, and other items necessary for the satisfactory operation of these services described as follows:

- Landscaping and Appurtenant Facilities. Landscaping, planting, shrubbery, trees, irrigation systems, hardscapes, fixtures, sidewalk and curb and gutter maintenance adjacent to street trees, and appurtenant facilities, in public street and sidewalk rights-of-way, including parkways, medians and dedicated easements within the boundary of said Assessment District.
- Lighting and Appurtenant Facilities. Poles, fixtures, bulbs, conduits, equipment including guys, anchors, posts and pedestals, metering devices and appurtenant facilities as required to provide safety lighting and traffic signals in public street and sidewalk rights-of-way and easements within the boundaries of said Assessment District. Servicing of the Southern California Edison Company-owned lights shall be furnished by Southern California Edison Company or its successors or assignees and shall be adequate for the intended purpose. Rates for power and maintenance shall be authorized by the Public Utilities Commission, State of California.

Maintenance means the furnishing of services and materials for the ordinary and usual maintenance, operation and servicing of the landscaping, public lighting facilities and appurtenant facilities, including repair, removal or replacement of all or part of any of the landscaping, public lighting facilities or appurtenant facilities providing for the life, growth, health and beauty of the landscaping, including cultivation, irrigation, trimming, spraying, fertilizing and treating for disease or injury; the removal of trimmings, rubbish, debris and other solid waste; and the cleaning, sandblasting and painting of walls and other improvements to remove or cover graffiti.

Servicing means the furnishing of water for the irrigation of the landscaping and the maintenance of any of the public lighting facilities or appurtenant facilities and the furnishing of electric current or energy, gas or other illuminating agent for the public lighting facilities, or for the lighting or operation of landscaping or appurtenant facilities.

The plans and specifications for the improvements, showing the general nature, location, and the extent of the improvements, are on file in the office of the City Clerk and are incorporated herein by reference.

4. PART B – ESTIMATE OF COST

Estimate of Cost

Estimated costs for Fiscal Year 2020-21 for the construction, operation, servicing and maintenance of the landscaping and lighting facilities described in Part A are shown in the following table.

ESTIMATE OF COST

<i>Land Use Category</i>	<i>Local</i>	<i>Citywide</i>	<i>District Total</i>
<i>I. Landscape Maintenance</i>			
<i>Street Tree Maintenance</i> ¹	\$0	\$431,800	\$431,800
<i>Street Tree Removal and Replacement</i>	\$0	\$50,000	\$50,000
<i>Median Landscape Maintenance</i>	<u>\$0</u>	<u>\$64,000</u>	<u>\$64,000</u>
<i>Landscape Maintenance Totals:</i>	\$0	\$545,800	\$545,800
<i>II. Street Lighting and Traffic Signals</i> ²			
<i>Major Thoroughfare Street Lighting</i> ³	\$49,515	\$148,545	\$198,060
<i>City-Owned Street Lighting</i>	\$82,525	\$0	\$82,525
<i>Edison-Owned Street Lighting</i>	\$49,515	\$0	\$49,515
<i>Traffic Signals</i>	<u>\$0</u>	<u>\$186,900</u>	<u>\$186,900</u>
<i>Street Lighting and Traffic Signal Totals:</i>	\$181,555	\$335,445	\$517,000
<i>III. Other Costs</i>			
<i>Capital Improvements</i>	\$0	\$0	\$0
<i>Damage to City Property</i>	\$0	\$0	\$0
<i>Administrative Costs</i> ⁴	<u>\$0</u>	<u>\$20,000</u>	<u>\$20,000</u>
<i>Other Costs Totals:</i>	\$0	\$20,000	\$20,000
<i>TOTAL COSTS:</i>	<u>\$181,555</u>	<u>\$901,245</u>	<u>\$1,082,800</u>
<i>Revenue</i>			
<i>Assessment Revenue FY 2020-21</i>	\$161,664	\$733,226	\$894,890
<i>Non-Assessed Benefit Assessment</i>	\$19,891	\$168,019	\$187,910
<i>TOTAL REVENUE:</i>	<u>\$181,555</u>	<u>\$901,245</u>	<u>\$1,082,800</u>

1 Street tree maintenance costs include city staff costs and contracted costs for street tree maintenance and street tree related sidewalk repair.

2 Street lighting costs include city staff costs and electricity. The street lighting total (330,100) is allocated 60% to Major Thoroughfare (\$198,060), 25% to City-Owned (\$82,585) and 15% to Edison-Owned (\$49,515).

3 Major Thoroughfare street lighting costs (\$198,060) are allocated 25% to Local Zone 1 (\$49,515) and 75% to Citywide (\$148,545).

4 Administrative costs include city staff costs and contracted costs to manage the District and process the annual assessment levy.

Fund Balance

The 1972 Act requires that a special fund be set-up for the revenues and expenditures of the District. Funds raised by assessment shall be used only for the purpose as stated herein. A contribution to the District by the City may be made to reduce assessments or to fund costs which are greater than revenue from the assessments, as the City Council deems appropriate. Any balance or deficit remaining on July 1 must be carried over to the next fiscal year. Estimated beginning and ending fund balances for Fiscal Year 2020-21 are shown in the following table.

FUND BALANCE

<i>Description</i>	<i>Amount</i>
<i>Fiscal Year 2019-20</i>	
<i>Beginning Balance (July 1, 2019)</i>	\$0
<i>FY 2019-20 Budget Surplus/(Deficit)</i>	(\$270,320)
<i>Contribution from Other Sources</i>	<u>\$270,320</u>
<i>Estimated Ending Balance (June 30, 2020):</i>	\$0
<i>Fiscal Year 2020-21</i>	
<i>Estimated Beginning Balance (July 1, 2020)</i>	\$0
<i>Estimated FY 2020-21 Budget Surplus/(Deficit)</i>	(\$270,010)
<i>Estimated Contribution from Other Sources</i>	<u>\$270,010</u>
<i>Estimated Ending Balance (June 30, 2021):</i>	\$0

5. PART C – METHOD OF APPORTIONMENT

General

Street and Highways Code Section 22573 requires that maintenance assessments be levied according to benefit rather than according to assessed value. This section states:



The net amount to be assessed upon lands within an assessment district may be apportioned by any formula or method which fairly distributes the net amount among all assessable lots or parcels in proportion to the estimated benefits to be received by each such lot or parcel from the improvements.

— Streets and Highways Code Section 22573

The 1972 Act permits the designation of areas of benefit within any individual assessment district if "by reason of variations in the nature, location, and extent of the improvements, the various areas will received different degrees of benefit from the improvements." (Sec. 22574). Thus, the 1972 Act requires the levy of a true "assessment" rather than a "special tax."

Impact of Proposition 218

In November 1996, the voters of California adopted Proposition 218, which has been codified as Articles XIII C and XIII D of the California Constitution. Proposition 218 imposed a number of substantive and procedural requirements on taxes, assessments, and property-related fees imposed by local governments in California.

“Grandfathered” Assessments. Since the District Assessments were imposed prior to November 5, 1996, they are “grandfathered” under Article XIII D, Section 5(a) of the Constitution, which permits the continuation of assessments existing prior to the effective date of Proposition 218 so long as the assessments are imposed exclusively to finance the capital costs or maintenance and operation expenses for sidewalks, streets, sewers, water, flood control, drainage systems or vector control. Since 1997, the City elected to proceed with the “grandfathering” of the District which has allowed the annual renewal of the District Assessments at the rates that existed when Proposition 218 went into effect. Any increase above such rates must be in compliance with Proposition 218 and requires property-owner approval.

Maintenance Cost Inflation. There has been an increase of cost to provide services over the years which have increased the District expenditures however, the revenues have stayed the same due to the Proposition 218 limitations. As a result, the street light, traffic signal, and tree maintenance have been deferred. In addition, due to combined drought and aging forestry, staff has observed a substantial number of dead and diseased trees along with an increase in the number of claims due to fallen tree branches. As District operations and maintenance costs have increased, either maintenance has been deferred or the City's General Fund has been used to subsidize a portion of the costs. For Fiscal Year 2020-21, it is estimated that the revenue shortfall for the District will be approximately \$270,000.

Fiscal Year 2017/18 Proposed Assessment Rate Increase. In an attempt to generate additional revenues to and eliminate the General Fund subsidy, the City proposed to form a new assessment District that would

replace the existing assessment District if approved by property owners within the District by way of an assessment balloting procedure in compliance with Proposition 218. In January 2017, property owners were asking to vote in favor of, or against, the new District with increased rates that would be sufficient to cover District costs, as well as a built-in annual inflation factor to allow rate escalation to match up with cost inflation. The property owners did not vote in favor of the new District and the existing District remains in place.

Equivalent Dwelling Unit Assessment Methodology

The Equivalent Dwelling Unit method uses the single family home as the basic unit of assessment. A single family home equals one Equivalent Dwelling Unit (EDU). Every other land-use is converted to EDU's based on an assessment formula appropriate for the City. Multi-family and condominium parcels are converted to EDU's based on the number of dwelling units on each parcel of land. Commercial and Industrial parcels are converted to EDU's based on the lot size of each parcel of land.

Single Family Residential. The single family parcel has been selected as the basic unit for calculation of the benefit assessments. This basic unit shall be called an Equivalent Dwelling Unit (EDU). Parcels designated as single family residential per the Los Angeles County land-use code are assessed 1 EDU.

Multi-Family Residential. Multiple family uses, as well as condominiums, are given a factor of .80 EDU per dwelling unit. Based on data from representative cities in Southern California, the multiple residential factor of 80 percent is determined by the statistical proportion of relative trip generation from various types of residential uses, in combination with population density per unit.

Commercial/Industrial. Commercial/Industrial properties are designated as commercial, industrial, recreational, institutional or miscellaneous uses per the Los Angeles County land-use codes. In converting improved Commercial/Industrial properties to EDUs, the factor used is the City of South Pasadena's average single family residential lot size of 7,500 square feet, or 5.808 dwelling units per acre. The Commercial/Industrial parcels will be assessed 5.808 EDU for the first acre or any portion thereof, and then 25% of 5.808 EDUs (1.452) for every additional acre or portion thereof, as the utilization of that portion of non-residential property greater than one acre is reduced and will be treated as vacant land. The minimum number of EDUs per parcel will be 1 EDU.

Vacant Property. Vacant property is described as parcels with no improved structures. Property values in a community increase when public infrastructure is in place, improved, operable, safe, clean and maintained, all properties, including vacant parcels, receive benefits as this is the basis of their value. Based upon the opinions of professional appraisers, appraising current market property values for real estate in Southern California, the land value portion of a property typically ranges from 20 to 30 percent; in South Pasadena, we find that the average is about 50 percent. Additionally, the utilization of vacant property is significantly less than improved property and vacant property has a traffic generation rate of 0. Therefore, we recommend that vacant property be assessed at the rate of 25 percent of improved property.

Vacant Residential. Parcels defined as single family residential parcels which do not have structures on the parcels are assessed 25% of a single family dwelling. The parcels will be assessed 0.25 EDU per parcel.

Vacant Non-Residential. Parcels defined as parcels which are not single family residential and which do not have structures on the parcel are assessed based upon the acreage of the parcel. The parcels will be assessed at the rate of 25% of the developed non-residential properties, or 1.4520 EDU per acre or any portion thereof, with a minimum of .25 EDU per parcel.

Landlocked parcels and small parcels are not assessed; nor are public streets, public properties, utility easements, right-of-way, public schools, public parks, and common areas. These are all exempt parcels.

EDU Rates by Land Use

The land-use category for each parcel has been based on the Los Angeles County Assessor's Roll. A summary of EDU Rates by Land Use is shown in the table on the next page.

EDU RATES BY LAND USE

<i>Land Use Category</i>	<i>Basic Unit x EDU Factor</i>	<i>EDU Rates</i>
0 Exempt	1 Dwelling Unit x 0.0	0.00 EDU per Dwelling Unit
1 Single Family Residential (SFR)	1 Dwelling Unit x 1.0	1.00 EDU per Dwelling Unit
2 Multi-Family Residential / Condominiums	1 Dwelling Unit x 0.8	0.80 EDU per Dwelling Unit
3 Commercial / Industrial <i>Based on the average size for SFR lots in the City of 7,500 SF which equals 5.805 Dwelling Units / Acre</i>	1 Acre x 5.808 1 Acre x 1.452	5.808 EDU per Acre <i>(first acre, minimum 1.00 EDU per Parcel)</i> 1.452 EDU per Acre <i>(after first acre)</i>
4 Vacant – Residential	1 Parcel x 0.25	0.25 EDU per Parcel
5 Vacant – Non-Residential	1 Acre x 1.452	1.452 EDU per Acre <i>(minimum 0.25 EDU per Parcel)</i>

Inventory of Parcels

Information from the Los Angeles County Assessor's Roll, Assessor's Parcel Maps, and the City of South Pasadena's Planning Department was utilized to create the inventory of parcels in the District. The total number of parcels; residential units; commercial, industrial and vacant acreage and calculated EDUs for each land use category are shown in the following table.

INVENTORY OF PARCELS

<i>Land Use Category</i>	<i>No. of Parcels</i>	<i>Dwelling Units</i>	<i>Acres</i>	<i>EDUs</i>
1 Single Family Residential (SFR)	4,375	4,375	N/A	4,375.00
2 Multi-Family Residential / Condominiums	2,018	6,511	N/A	5,208.80
3 Commercial / Industrial	322	N/A	121.93	650.74
4 Vacant – Residential	193	N/A	N/A	48.25
5 Vacant – Non-Residential	20	N/A	3.51	6.66
District Totals:	6,928	10,886	124.44	10,289.45

District Benefits

Parcels within the District receive benefit from the maintenance and operation of District improvements. Benefits received by parcels within the District are described below:

Landscaping. All parcels in the City receive benefit from the landscaping maintenance funded by the District. The City maintains trees and miscellaneous shrubbery throughout the City. The trees and shrubbery are located within the public street and sidewalk rights-of-way, including in medians and parkways.

The trees and shrubbery provide an aesthetically pleasing environment, shade, beautification, air purification and sound attenuation. These positive attributes increase the desirability of, and are special and direct benefits to, all properties throughout the City. Furthermore, trees and landscaping, if well maintained, provide beautification, shade and enhancement of the desirability of the surroundings.

Lighting. The proper functioning of street lighting is imperative for the welfare and safety of the public and property throughout the City. Proper maintenance and servicing of the street lighting system benefits properties within the District by providing proper illumination for ingress and egress and safe traveling at night. Proper operation of the street light system is imperative to public convenience, orderly traffic flow, enhanced congestion management and safety.

Improved security, fuel conservation, protection of property from crime and vandalism, and reduction of traffic accidents, are special and direct benefits to all properties within the City; lighting benefits are directly related to public safety and property protection and therefore increase desirability.

The City costs to administer the maintenance and operations of the improvements, including administration of the District, also provide benefit to all properties in the District.

Types of Benefit

There are two types of benefits that parcels receive from the maintenance and operation of the improvements as described below.

Citywide Benefits. Benefits which are received by all parcels in the City are considered to be Citywide Benefits, and the associated costs of these benefits are spread equally, based on Equivalent Dwelling Units, to all parcels within the District.

The maintenance of street trees and leaf debris removal, sidewalk, curb and gutter repair adjacent to trees throughout the City, medians on Huntington Drive, Monterey Avenue and Fair Oaks are Citywide Benefits. All of the landscaping maintenance budget is attributed to Citywide Benefits and is assessed to all parcels in the District.

Street lighting on the major thoroughfares provide Citywide Benefits, as all property in the City derive benefit from the convenience, safety and protection of people and property they provide. 75% of the Major Thoroughfare Street Lighting budget is attributed to Citywide Benefits and is assessed to all parcels in the District.

Local Benefits. Benefits which are not received by all parcels in the City are considered to be Local Benefits, and the associated costs of these benefits are spread equally, based on Equivalent Dwelling Units, to only those parcels within the District receiving such benefits.

Parcels that receive their local street lighting from the Edison owned street lights within the City receive the same amount of Local Benefit and the budget for the Edison street light system is assessed equally, based on Equivalent Dwelling Units, to those parcels only.

Similarly, parcels that receive their local street lighting from the City owned street lights within the City receive the same amount of Local Benefit and the budget for the City street light system is assessed equally, based on Equivalent Dwelling Units, to those parcels only.

Parcels that receive their local street lighting from the major thoroughfare street lights receive the same amount of Local Benefit and 25% of the budget for the major thoroughfare street light system allocated to such benefit, the amount of which is assessed equally, based on Equivalent Dwelling Units, to those parcels only.

Zones of Benefit

There are two types of benefits that parcels receive from the maintenance and operation of the improvements as described below.

Zone 1. This zone consists of all property which is adjacent to the major thoroughfares in the District. Local Benefit received from the major thoroughfare street lights, equal to 25% of the major thoroughfare street lighting budget is allocated to Zone 1 parcels.

Zone 2. This zone consists primarily of residential property which is served by the City street lighting system. Local Benefit received from the City street lights, equal to 100% of the City street lighting budget is allocated to Zone 2 parcels.

Zone 3. This zone consists primarily of residential property which is served by the Edison street lighting system. Local Benefit received from the Edison street lights, equal to 100% of the Edison street lighting budget, is allocated to Zone 3 parcels.

Zone 4. This zone consists of parcels which do not have Local Benefits from street lighting and, therefore, receive only the Citywide Benefits.

EDUs Per Zone

Citywide Benefits are allocated to all assessable parcels in the City pro rata based on the total number of Citywide EDUs. Local Benefits are allocated to parcels in their respective Zones pro rata based on the total number of Zone EDUs. The distribution of EDUs per Zone is shown below.

EDUS PER ZONE

<i>Benefit Zone</i>	EDUs
<i>Zone 1 (Major Thoroughfare Parcels)</i>	1,883.35
<i>Zone 2 (Residential Property – City Owned Lights)</i>	2,051.16
<i>Zone 3 (Residential Property – Edison Lights)</i>	5,955.59
<i>Zone 2 (No Local Benefits – Citywide Benefits Only)</i>	399.35
Total EDUs:	10,289.45

Citywide Benefit

All parcels within the City receive Citywide Benefits. The total amount of Citywide Benefits is shown in the following table:

CITYWIDE BENEFIT

<i>Budget Item</i>	EDUs
<i>Street Tree Maintenance</i>	\$431,800
<i>Street Tree Removal and Replacement</i>	\$50,000
<i>Median Landscape Maintenance</i>	\$64,000
<i>Major Thoroughfare Street Lighting</i>	\$148,545
<i>Traffic Signals</i>	\$186,900
<i>Capital Improvements</i>	\$0
<i>Damage to City Property</i>	\$0
<i>Administrative Costs</i>	\$20,000
Total Citywide Benefit:	\$901,245

Citywide Benefit Per EDU

The calculated assessment rate and the maximum assessment rate for Citywide Benefits are shown below.

CITYWIDE BENEFIT PER EDU

<i>Budget Item</i>	EDUs
<i>Total Citywide Benefit</i>	\$901,245.00
<i>Divided by Total Citywide EDUs</i>	÷ 10,289.45
<i>Calculated Citywide Benefit Per EDU</i>	\$87.59
Maximum Citywide Benefit Per EDU:	\$71.26

Local Benefit

Parcels located within each Zone receive Local Benefits for their specific Zone. The total amount of Local Benefits for each Zone are shown table on the following page.

LOCAL BENEFIT

Budget Item	Zone 1	Zone 2	Zone 3	Zone 4	Local Total
Major Thoroughfare	\$49,515	\$0	\$0	\$0	\$49,515
City Owned Street Lights	\$0	\$82,525	\$0	\$0	\$82,525
Edison Street Lights	\$0	\$0	\$49,515	\$0	\$49,515
Total Local Benefit:	\$49,515	\$82,525	\$49,515	\$0	\$181,555

Local Benefit Per EDU

The calculated assessment rate and the maximum assessment rate for Local Benefits for each Zone are shown in the following table.

LOCAL BENEFIT PER EDU

Description	Zone 1	Zone 2	Zone 3	Zone 4
Total Local Benefit	\$49,515.00	\$82,525.00	\$49,515.00	\$0.00
Divided by Total Zone EDUs	÷ 1,883.35	÷ 2,051.16	÷ 5,955.59	÷ 399.35
Calculated Local Benefit Per EDU	\$26.29	\$40.23	\$8.31	\$0.00
Maximum Local Benefit Per EDU:	\$25.85	\$32.83	\$7.66	\$0.00

Assessment Summary

The calculated assessment amount and the maximum assessment amount for each Zone, including both Citywide Benefits and Local Benefits are shown in the following table.

ASSESSMENT SUMMARY

Description	Zone 1	Zone 2	Zone 3	Zone 4	Local Total
Calculated Citywide Benefit Assessment	\$164,961	\$179,659	\$521,646	\$34,979	\$901,245
Calculated Local Benefit Assessment	<u>\$49,515</u>	<u>\$82,525</u>	<u>\$49,515</u>	<u>\$0</u>	<u>\$181,555</u>
Total Calculated Benefit Assessment:	\$214,476	\$262,184	\$571,161	\$34,979	\$1,082,800
Maximum Citywide Benefit Assessment	\$134,208	\$146,165	\$424,395	\$28,458	\$733,226
Maximum Local Benefit Assessment	<u>\$48,685</u>	<u>\$67,339</u>	<u>\$45,620</u>	<u>\$0</u>	<u>\$161,644</u>
Total Maximum Benefit Assessment:	\$182,892	\$213,505	\$470,015	\$28,458	\$894,870
Non-Assessed Benefit Assessment:	\$31,584	\$48,679	\$101,145	\$6,521	\$187,930

Assessment Rates

The calculated assessment rates and the maximum assessment rate for each Zone, including both Citywide Benefits and Local Benefits, are shown in the following table.

ASSESSMENT RATES

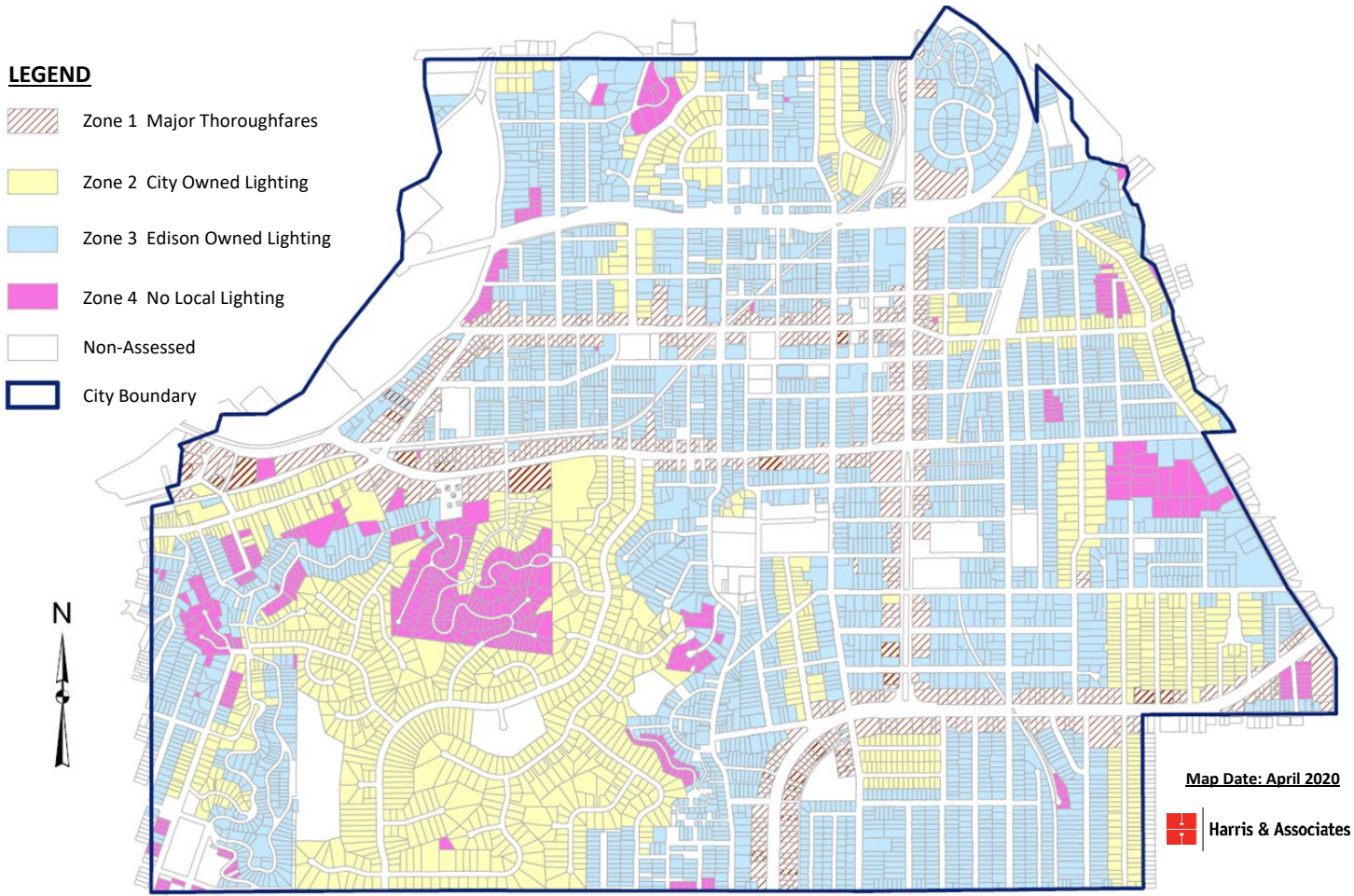
<i>Description</i>	Zone 1	Zone 2	Zone 3	Zone 4
<i>Calculated Citywide Rate Per EDU</i>	\$87.59	\$87.59	\$87.59	\$87.59
<i>Calculated Local Rate Per EDU</i>	<u>\$26.29</u>	<u>\$40.23</u>	<u>\$8.31</u>	<u>\$0.00</u>
<i>Total Calculated Rate Per EDU:</i>	\$113.88	\$127.82	\$95.90	\$87.59
<i>Maximum Citywide Rate Per EDU</i>	\$71.26	\$71.26	\$71.26	\$71.26
<i>Maximum Local Rate Per EDU</i>	<u>\$25.85</u>	<u>\$32.83</u>	<u>\$7.66</u>	<u>\$0.00</u>
<i>Total Maximum Rate Per EDU:</i>	\$97.11	\$104.09	\$78.92	\$71.26
<i>Non-Assessed Rate Per EDU:</i>	\$16.77	\$23.73	\$16.98	\$16.33

6. PART D – ASSESSMENT DIAGRAM

The boundaries of the District are coterminous with the boundaries of the City of South Pasadena. A diagram showing the exterior boundaries of the District and the lines and dimensions of each lot or parcel of land within the District has been submitted to the office of the City Clerk of the City of South Pasadena, and is hereby made a part hereof by reference.

A copy of the assessment diagram for the District is shown below.

**CITY OF SOUTH PASADENA
STREET LIGHTING AND LANDSCAPING MAINTENANCE DISTRICT
ASSESSMENT DISTRICT DIAGRAM**



7. PART E – ASSESSMENT ROLL

The assessment set forth for each parcel is shown on the Assessment Roll for the District, submitted separately, as "Assessment Roll for City of South Pasadena, Street Lighting & Landscaping Maintenance District, Fiscal Year 2020-21", which exhibit is incorporated by reference herein as Appendix B under separate cover, and is on file in the Office of the City Clerk.

The Assessment Roll lists all parcels within the boundaries of the District as shown on the Assessment Diagram, Part D herein, and on the last equalized roll of the Assessor of the County of Los Angeles, which is by reference made part of this report.

A list of names and addresses of the owners of all parcels within this District is shown on the last equalized Property Tax Roll of the Assessor of the County of Los Angeles, which by reference is hereby made a part of this report. This list is keyed to the Assessor's Parcel Numbers as shown on the Assessment Roll on file in the office of the City Clerk of the City of South Pasadena.



ATTACHMENT 3
LLMD Proceedings Schedule

CITY OF SOUTH PASADENA

STREET LIGHTING AND LANDSCAPING MAINTENANCE DISTRICT

FY 20-21 DISTRICT ADMINISTRATION SCHEDULE

MARCH						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

- February 25, 2020 • Consultant provides Agenda docs to City
- March 18, 2020 • City Council Meeting (Resolution of Initiation)
7:30 pm City Council Chambers, 1424 Mission Street
- Late March • City Staff develops District budget

APRIL						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

- Early April • Consultant develops parcel database and drafts Engineer's Report
- April 15, 2020 • Consultant submits Agenda docs including Engineer's Report to City
- May 6, 2020 • City Council Meeting (Resolution of Intention)
7:30 pm City Council Chambers, 1424 Mission Street

MAY						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

- By May 13, 2020 • City publishes Public Hearing notice
- By May 13, 2020 • Consultant provides Agenda docs to City

JUNE						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

- June 3, 2020 • City Council Meeting (Public Hearing)
7:30 pm City Council Chambers, 1424 Mission Street

JULY						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

- By July 3, 2020 • Consultant submits assessments to County
- By July 17, 2020 • Consultant submits any assessment corrections to County
- By July 31, 2020 • Consultant provides final Assessment roll to City

AUGUST						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

- August 10, 2020 • Final deadline for submitting assessments to County Tax Collector



City Council Agenda Report

ITEM NO. 16

DATE: May 6, 2020

FROM: Stephanie DeWolfe, City Manager

PREPARED BY: Lucy Demirjian, Assistant to the City Manager

SUBJECT: **Authorize the Purchase and Installation of Secureworks Detect and Protect Package for \$37,600, for Security Information and Event Management of the Network**

Recommendation Action

It is recommended that the City Council authorize the City Manager to execute the Service Order for Secureworks Detect and Protect solution for the amount of \$37,600, exclusive of taxes, and approve all other work related to the installation and configuration of the software.

Commission Review and Recommendation

This matter was not reviewed by a commission.

Discussion/Analysis

Supporting a rapidly expanded remote workforce requires additional security controls and considerations. Remote work options—or telework—require an enterprise virtual private network (VPN) solution to connect employees to an organization’s information technology (IT) network. As we adapt to teleworking as part of the “Safer at Home” orders in response to the COVID-19 Pandemic, we must enable remote access sessions and pathways to IT resources while maintaining high degrees of security and compliance. Safeguarding the IT network requires a holistic view into network activity, including continuous data analysis, threat intelligence, and security incident reporting. A requirement for accessing information on the criminal justice database, the Police Department has been looking to move to a new solution which offers more intelligence and monitoring. Staff in consultation with the expertise from the City’s IT firm (Acorn), has identified Secureworks as the most suitable product in the market as it meets compliance regulations and industry best practices.

Part of the Dell Technologies family of companies, Secureworks Detect and Prevent provides intelligence-driven information security solutions focused on protecting organizations of all sizes from cyber-attacks. Also known as a SIEM (Security Information and Event Management) solution, Secureworks is an early warning system, driven by real-time threat intelligence, to help prevent security breaches and protect critical data and systems. With a security-event analysis engine that processes as many as 250 billion events a day globally, Secureworks can identify

new cyber threats targeting specific industries and geographies, and help the organizations predict, detect, prevent and respond to cyber threats.

The service is an annual based subscription that will be purchased using Acorn's discounted partner pricing that will be passed along to the City. No formal bidding is required as the purchase utilizes pricing and contracts from the National Association of State Procurement Officials (NASPO).

Acorn will work with Secureworks to install and configure iSensor and its monitoring tools on the City's systems, along with the installation of Red Cloak Agent on all supported workstations and servers, as well as testing its functionality. Secureworks will provide data and pattern analysis from the information collected by the Software. Secureworks will notify Acorn via email or phone call depending on the severity of the alert as defined in their Service Level Agreement, and Acorn will take appropriate action based on the notification. Acorn will also work with the City to develop and define the alerting, reporting and remediation actions.

Background

The COVID-19 pandemic will compel remote work well into the summer, and maybe beyond. Communities across the country are depending on government agencies to continue to provide valuable services, while minimizing the risk of virus transmission. Secure remote access is fundamental for enabling remote workforce productivity. Yet, even during "ordinary" times, remote access ranks as one of the top attack vectors. The coronavirus crisis is making it even easier for threat actors to find and exploit inadequately secured remote access pathways.

More than ever, organizations must ensure robustly secure pathways to IT while balancing worker productivity. While the pandemic is highlighting this need now, it is a standard approach to protect our IT infrastructure. The City has implemented several other measures to address cybersecurity concerns including, education and training, spam filters, password policies, and two-factor authentication. The City is also insured with a Cyber Liability Program Policy.

As the nation and workforce transitions to virtual offices, more and more business is being done virtually. Acorn has been working with staff to make virtual workspaces more secure, however more vulnerabilities are being found and targeted by malicious cyber actors.

Over the last several years, ransomware attacks on government institutions have increased, costing millions in damages and recovery. In January, 2020, the City of South Pasadena was victim to a phishing attack. Upon detecting an infection on one of the computers within the City's network, Acorn worked quickly on mitigating the infection and ensuring the security of the network. As cyberattacks are becoming more prevalent, it is critical to implement solutions that could detect cyber intrusions.

On March 13, 2020, CISA released an alert encouraging organizations to adopt a heightened state of cybersecurity when considering alternate workplace options for their employees.

Legal Review

The City Attorney has reviewed this item.

Fiscal Impact

The Secureworks Detect and Prevent Package includes network filtering, monitoring, analysis plus 200 endpoint devices for the Police Department and the City networks. Initial costs including setup and first year of services will be paid through AB 2766 grant funds as they relate to the city's ability to telework. These expenditures will be tracked as COVID-19 related costs for reimbursement. Ongoing costs for annual licensing will be split between IT and PD professional services account (101-4010-4011-8170).

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:

1. Secureworks Quote for PD and City Network
2. Secureworks Detect and Protect Package Service Level Agreement
3. Secureworks Service Order (sample)

ATTACHMENT 1
Secureworks Quote

New	Product	SKU	Qty	Term	Years	Price
Endpoint Services						
	Managed Endpoint Services: Hosted AETD Red Cloak: Standard: 30 Days Ret: 101 To 500 Endpoints	MMES-S-AETD-RC-STD-3 0D-000500	200	1 - Year	1	USD 17,600.00
Packaged Services						
	Secureworks Detect and Prevent Package: Small: Up to 10 Devices	PKG-DP-02-00010-0001	1	1 - Year	1	USD 18,000.00
Miscellaneous						
	MSS Enterprise Activation and Installation	MSS-SetUp	1	N/A	N/A	USD 2,000.00
	Shipping and Handling: Public Accounts	SHIP-0010	1	N/A	N/A	USD 0.00
Total (excluding any applicable taxes)						USD 37,600.00

ATTACHMENT 2

Secureworks Detect and Protect Package Service Level Agreement

Secureworks Detect & Prevent Package

1 Service Terms

This Service Description and Service Level Agreement (“SLA”) (the “Service Description”) describes the Services (as defined below) being provided to you (“Customer” or “you”) by the entity identified in the service order (“Service Order”) executed by Customer. The entity identified in the Service Order and providing the Service hereafter shall be collectively referred to as “Secureworks.”

1.1 Included Services

The services included in this package consist of a subscription for one (1) unit of Secureworks’ proprietary iSensor IDS/IPS system, along with Security and Event Monitoring service for the following device types:

- Servers and network infrastructure including Windows Servers, Linux and Unix servers, routers and switches (including Red Cloak for compatible systems)
- Firewalls and next-generation firewalls
- Non Secureworks branded IDS and IPS systems

The package also includes a subscription for one (1) hardware or one (1) virtual Counter Threat Appliance (CTA) to facilitate data collection and transfer for monitored devices. The package also includes provisioning of Snare agents for log collection from Windows servers.

1.2 Device Quantities for Security Event Monitoring

The package allows for onboarding of up to certain numbers of servers and network infrastructure devices, and up to certain numbers of security devices for the purpose of security event monitoring. Security devices are defined as firewalls, next-generation firewalls, IDS and IPS systems. The allowable quantities of devices are defined as below:

Package Size	Total Allowable Device Quantity	Allowable Security Device Quantity
Small	10	3
Medium	20	5
Large	50	10
Extra Large	100	20

To further clarify with an example, the Small package includes monitoring of 10 total devices, and three (3) of these are allowed to be security devices.

2 Security Event Monitoring Service Description

This Service Description and Service Level Agreement (“SLA”) (the “Service Description”) describes the Service (as defined below) being provided to you (“Customer” or “you”) by the entity identified in the service order (“Service Order”) executed by Customer. The entity identified in the Service Order and providing the Service hereafter shall be collectively referred to as “Secureworks.”

The Secureworks Security Event Monitoring with advanced analytics service (the “Service”) consists of Secureworks’ monitoring of Customer-owned security device(s) (“Device(s)”) as specified in the Service Order and provides Customer with security event analysis and response across Customer’s security and critical infrastructure 24 hours a day, seven (7) days a week, 365 days a year. This Service combines Secureworks’ advanced Counter Threat Platform (“CTP”) with an expert team of security analysts to deliver enhanced security and compliance value.

The following components are included with the Security Monitoring Service:

- Security event monitoring with advanced analytics
- Event flow monitoring and alerting
- RMA responsibilities

2.1 Customer Obligations

Customer agrees to perform the following obligations and acknowledges and agrees that the ability of Secureworks to perform its obligations hereunder, including meeting the SLAs below, are dependent on Customer’s compliance with the requirements in this section. In addition to the customer obligations listed here, further customer requirements are detailed in Section 2.2 below, particularly in Section 2.2.8, Customer and Secureworks Responsibilities.

2.1.1 Monitored Device Health

Customer is responsible for appropriately maintaining the Devices being monitored and any intermediate systems that convey monitoring data. In the event of a Device failure or misconfiguration, Customer will be responsible for the actions necessary to bring the Device back online. Additionally, Customer should communicate any network or system changes that could impact service delivery to the Security Operations Center (“SOC”) via a ticket in the Secureworks Client Portal (“Portal”). SLAs will not apply to devices that are experiencing health issues.

2.1.2 Connectivity

Customer will provide and maintain remote network connectivity to the device(s) necessary for Secureworks to manage the contracted Devices. Customer should communicate any network or system changes that could impact service delivery to the Secureworks’ SOC by raising a ticket in the Portal. SLAs will not apply to Devices that are experiencing connectivity issues that are beyond the control of Secureworks.

2.1.3 Communications

Customer will communicate with Secureworks via authenticated phone call or using the Portal. Customers must submit all service requests via the Portal. In all cases it is Customer’s responsibility to ensure that its authorized contact list is up to date. Customer is responsible for timely responses to tickets escalated via the Portal.

2.1.4 Maintenance

Customer will provide Secureworks with at least 24 hours’ notice for planned customer-side network maintenance that may affect Secureworks’ enabler devices to avoid unnecessary health event escalations to Customer.

2.2 Security Event Monitoring Service Details

Secureworks’ CTP provides the foundation for delivery of the Service. This Secureworks-developed technology facilitates security analysis, Event Flow Disruption (“EFD”) monitoring and Customer reporting. The Service is delivered out of the Secureworks SOCs, and via the Client Portal.

2.2.1 Security Event Monitoring with Advanced Analytics

Secureworks has spent more than a decade building the technology and infrastructure needed to manage security for thousands of large organizations worldwide. A key component of our purpose-built technology is the ability to leverage our expert research and global visibility, converting it into intelligence and countermeasures, creating a continuously improving capability that adapts with the changing security landscape. Secureworks' CTP analyzes hundreds of billions of event logs each day, analyzing and comparing information within individual networks, across each enterprise and across our customer base. Tight integration between our SOC, Counter Threat Unit ("CTU") research team, and Security and Risk consultants facilitates rapid deployment of custom defenses, so that when an attack occurs on one network, countermeasures are deployed globally to protect all customers from the same or similar threats.

Secureworks also includes the option for the Customer to add advanced analytics by installing Advanced Endpoint Threat Detection Red Cloak ("RC") sensors on supported endpoints that are subscribed to the Service. The customer will benefit from Advanced Endpoint Threat Detection ("AETD") Red Cloak service on those endpoints at no additional charge. To see a list of operating systems supported by AETD Red Cloak sensors, please access <https://www.secureworks.com/contact/client-support/lifecycle-policy>.

The AETD Red Cloak service is a managed security service providing advanced analytics that monitors endpoints running on compatible operating systems. The Service looks for; signs of advanced threat actor activity, searches for specific indicators of compromise, keeps the threat intelligence up to date, analyzes the telemetry data, and sends alerts to the Customer with recommendations on how to proceed should threat activity be indicated. Since AETD Red Cloak is offered as an optional add-on to Security Monitoring, the Customer is responsible for ensuring that AETD Red Cloak sensors are installed only on systems where the Security Event Monitoring Service has been purchased. For additional AETD Red Cloak service details, please see section 3 below.

2.2.1.1 Security Incident Identification Methods

The Security Monitoring Service to incorporate several methods of threat enumeration through the use of technology and people. This includes machine learning, signature-based detections, human-identified patterns through ongoing research by our CTU and our analysts, long-term correlation, and big data analytics. The end result is a system that allows our analysts to rapidly identify malicious activity within the hundreds of billions of event logs ingested from our customer base each day, while providing the ability to add new detections in real-time as new activity is identified. The following table describes Secureworks handling of security incidents.

Identification	Description
Real-Time Security Incidents	Secureworks processes all Security Events using its proprietary Multi-Purpose Logic Engine (MPLE) in order to identify patterns that may indicate malicious activity. This process includes analyzing other events that may be occurring in the environment to help (a) add additional context to activity and (b) help reduce the number of false-positive Incidents. During this process, Security Events may be held for correlation and context gathering anywhere from 10 minutes up to 40 minutes depending on the use cases that may be matched within the system.
Retroactive Security Incidents	Secureworks uses a combination of machine learning, look-back alerting for newly discovered threat indicators, and our proprietary Long-Term Correlation Engine ("LTCE") in order to identify patterns of malicious activity over extended periods of time. Security Incidents

	generated from this retroactive analysis are not subject to the Security Monitoring SLA.
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2.2.1.2 Security Event and Incident Priorities

When a Security Event is detected, initial correlation, de-duplication and false positive reduction is performed by the CTP correlation logic. If the event(s) have been classified as a medium or high severity, a ticket is either automatically generated by the CTP Platform or generated by a security analyst. All security events are categorized by Secureworks based on the severity levels detailed in the following table and are generally subject to the notification methods indicated below, unless otherwise agreed upon by Customer and Secureworks. Secureworks utilizes a default event handling policy and can provide this to Customer upon request. This default event handling policy can be customized at time of service provisioning or during ongoing service delivery.

Priority	Description	Notification
High Severity	Security Events that may require immediate attention and or represent significant threat to a customer asset (e.g., host infection(s), successful exploitations, and unauthorized internal scanning from unknown sources)	Telephone and Email
Medium Severity	Security Events that do not require immediate attention or represent a significant threat to a customer asset (e.g., login failures and reconnaissance activities)	Email only
Low Severity	Security Events that have no impact to a customer asset or have been determined to be a false positive (e.g., instant messaging usage, adware, remote access software such as TeamViewer)	No escalation; resolved and presented in the Portal

2.2.1.3 Security Incident Information

Upon determination of a Security Incident that is deemed medium or high severity by the SOC), Secureworks provides Customer with the following Incident information via the Portal. Not all Incidents will have the same information available and therefore provided content may vary between Incidents based on detection methods.

- A description of the security event(s) and the activity that has been identified.
- A copy of the security event(s) including packet captures when provided by the identifying device.
- Technical details on the threat or activity that have been identified, including references.
- Source and destination information including hostnames when available.
- Recommendations on next steps based on the identified activity.
- Additional content and context may be added, but can vary based on the types of devices Secureworks is monitoring and the activity that is taking place.

In-depth analysis, incident response, forensics, and countermeasure implementation beyond policy changes to the Devices or other Secureworks managed devices are not included in this Service. Customer may purchase these areas of advanced support under a separate, signed Service Order or Statement of Work ("SOW").

2.2.1.4 Security Event Reporting

The Portal provides a secure mechanism to create, customize, and access executive and technical level reports, as well as view and report on detailed security event data, including historical events. The Portal enables Customer to create both standard and customized reports that can be named, scheduled to run at regular intervals or a single time, automatically emailed, or forwarded for review and sign-off for audit purposes.

2.2.2 Event Flow Disruption Monitoring and Alerting

Secureworks will perform a check called “Event Flow Disruption” (“EFD”) to detect for devices that are not sending logs to Secureworks as expected. If the threshold for a loss of event flow of a Device is reached, an automatic alert is sent to Secureworks which then generates a ticket. Upon receipt of this EFD ticket, Secureworks will perform additional troubleshooting before notifying Customer via ticketing workflow within the Portal.

- If the root cause of the incident lies with the Secureworks Service Enabler Device(s), Secureworks will attempt to restore event flow. Secureworks will work with Customer’s designated points of contact to address any Enabler Device related issues.
- Secureworks is not responsible for troubleshooting issues that do not directly relate to the Enabler Device(s).

2.2.3 RMA Responsibilities

In the event that the Secureworks Service Enabler Device(s) hardware/software being managed by Secureworks is determined to be in a failed or faulty state that requires replacement, Secureworks can initiate and fulfill the return materials authorization (“RMA”) process. Customer is responsible for physical installation, network connectivity, and registration of the Service Enabler Device(s). Secureworks will work with Customer to image the new Service Enabler Device and restore monitoring services.

2.2.4 Security Operations Centers

Secureworks maintains Security Operations Centers, including US based and international locations. Secureworks administers its full suite of managed security services from these central locations to provide service to customers around the world.

2.2.5 Service Locations

Service options may vary depending upon the presence of a local sales entity. Support is in English only, except for Japan. For specific limitations for each country, please contact your sales representative.

2.2.6 Business Hours

Secureworks provides 24-hour access to its SOC for questions and support. While Secureworks endeavors to answer Customer’s questions immediately, some inquiries may result in a ticket being handled by other support teams during business hours, which are generally Monday – Friday, 8 a.m.-5 p.m. US Eastern Time, excluding US holidays.

2.2.7 Secureworks Client Portal

Secureworks provides Customer with access to the Portal. The Portal may only be accessed by the named individuals specified by Customer during the information gathering phase and identified on the Service Initiation Form (“SIF”), or added at a later date. All information received by Customer through the Portal is solely for Customer’s internal use and may not be re-distributed, resold, or otherwise transmitted outside of Customer’s organization.

2.2.8 Customer and Secureworks Responsibilities

The following responsibility assignment matrix describes the participation required by both Customer and Secureworks in completing tasks or deliverables for a project or business process to facilitate successful service delivery. Secureworks uses the standard RACI role criteria for managing Customer projects and deliverables. These roles are defined as follows:

- R – Responsible: Role(s) assigned to do the work. For any individual task, there could be multiple roles responsible.
- A – Accountable: Role(s) that make the final decision and has ultimate ownership.
- C – Consulted: Role(s) consulted as the subject matter expert (SME) before a decision or action is taken.
- I – Informed: Role(s) updated with status of work being done, status of ongoing work, and results of work completed.

Security Monitoring Service			
Activity	Description	Customer	Secureworks
Preparation for Service	Create and modify escalation procedures for tickets of each ticket type	A,C,I	R
	Provide escalation procedures for tickets of each ticket type	R,A	I
	Provide shipping information for hardware devices as required to implement Service	R,A,	I
	Prepare an installation environment as required to implement Service, which may include rack space, power, cooling, network connectivity, public cloud access, etc.	R,A	I
	In the case of public cloud environments, provide information on support requirements, sizing recommendations and sample deployment scripts	I	R,A
	Ensure all authorized contacts are provided at commencement of service	R,A	I
Service Implementation	Provide Monitored Device details	R,A	I
	Provide Secureworks Service Enabler Device (devices used to provide Secureworks services) specifications	R,A	I
	Provide implementation guidelines for service implementation	I	R,A
	Configure implementation rules	R,A	I

	Configure and ship Secureworks Service Enabler Devices	I	R,A
	Stage Secureworks Service Enabler Devices	R,A	I
	Install Secureworks devices (remotely)	I	R,A
	Provide access to Monitored Devices	R,A	C,I
	Configure Monitored Devices with proper device configuration	R,A	C,I
	Configure Monitored Devices for security event logging	R,A	C,I
	Provide Portal Training	I	R,A
	Complete post-install quality check	R,A	I
Security Monitoring	Monitor logs for the purpose of creating events which are of a security concern	C,I	R,A
	Perform real-time analysis of Security Events and escalation of Security Incidents (using agreed-to Escalation Procedures)	C,I	R,A
	Create and maintain custom IP watch lists and related alerting procedures	R,I	A,C
	Perform log correlation where possible to identify internal sources/destinations of traffic related to escalated incidents	I	R,A
	Provide a minimum 24 hour notice of request for resource for CTP security event tuning call and provide sample of events or incidents prior to the tuning call	R,A	I
	Filters MPLE rules, and escalation criteria are adjusted in order to meet a customer's security incident alerting requirements as a result from tuning session	C,I	R,A
	Customize and maintain event stream tuning and related incident creation mechanism	C,I	R,A
Support	Provide maintenance window to implement any maintenance on monitored device.	R,A	I
	Physical installation of RMA Secureworks Service Enabler Devices	R,A	C,I

	Configuration of RMA Secureworks Service Enabler Devices	C,I	R,A
	Notification of an event flow incident via the Portal ticket with optional auto-E-mail or auto-SMS text notification	I	R,A
General	Maintaining up-to-date authorized contact information	R,A	I
	Provide support in all matters relating to the Portal (including mobile access).	I	R,A
	Submission of all requests for in scope work via the Portal or via phone call to the Secureworks SOC	R,A	I
	Provide initial and subsequent escalation procedures for tickets of each ticket type	R,A	I
	Update and modify escalation procedure template in CTP based on Customer input for tickets of each ticket type	A,C,I	R
	Providing advanced notice of details regarding Customer-authorized scans or Customer network maintenance periods to avoid unwanted Secureworks escalations during these activities	R,A	I
	Network design	R,A	I
	Download and registration of the Secureworks mobile app	R,A	C
	Ensure timely communication to Secureworks of changes to network ranges (e.g. public, DMZ and private) and details pertaining to network translation devices (e.g. NAT pools, proxies and load balancers).	R,A	I

2.2.9 Out of Scope

The Services outlined above comprise Secureworks' standard service offering. Any other services are out of scope. Upon request, Secureworks may provide out of scope technical support on a time and materials basis pursuant to a separate Service Order or SOW, including:

- Incident management services
- On-site installation and provisioning of device
- Analysis of Low Severity (see Section 2.2.1.2) events
- Integration of complementary products that are not managed by Secureworks (e.g. antivirus software; web reporting software)
- Custom analysis

- Custom reports
- Forensics
- Health monitoring outside of EFD
- Any activity associated with direct management of monitored device (e.g. upgrades, configurations, network solution design etc.)

2.3 Recommended Add-on Services

2.3.1 Managed and Monitored Advanced Malware Protection and Detection

The Secureworks Managed and Monitored Advanced Malware Protection and Detection (“AMPD”) is a managed security service that provides detection of advanced malware targeting Customer’s environment through Secureworks’ monitoring and alerting Customer of suspicious ingress and egress network traffic 24 hours a day, 7 days a week, and 365 days a year. With the application of context provided by Secureworks’ CTU, the Service provides detection of evasive malware as well as command and control traffic on Customer’s network.

3 Advanced Endpoint Threat Detection Red Cloak Service Description

The AETD Red Cloak Service consists of management and monitoring of Secureworks’ Red Cloak (“RC”) hosted infrastructure and Red Cloak Endpoint Sensor (“Endpoint Sensor”) installed on Customer’s Endpoint(s). The Managed and Monitored Advanced Endpoint Threat Detection (“AETD”) RC Service (“Service”) includes the following components:

- Management activities include;
 - Managing Threat Intelligence analytics
 - Domain provisioning
 - Providing software updates to the hosted infrastructure
- Monitoring and alerting; including collection, analytics, security event processing, and storage
- Customer notification of security events and recommended next actions from the Counter Threat Platform (“CTP”)
- Tools for self-service reporting and analysis provided through the Red Cloak Portal (“RC Portal”) and from the Secureworks Client Portal (“Portal”)
- AETD-Elite is not included in this package.

3.1 Customer Obligations

Customer agrees to perform the following obligations and acknowledges and agrees that the ability of Secureworks to perform its obligations hereunder, including meeting the SLAs in Section 6, are dependent on Customer’s compliance with the requirements in this section. In addition to the customer obligations listed in this Section 3.1, further customer requirements are detailed throughout Section 3.2, particularly in Section 3.2.12, Customer and Secureworks Responsibilities.

3.1.1 Network

- Ensure all connectivity requirements are met, including all web proxies and outbound controls, which includes allowing connectivity to Secureworks-designated IP ranges and ports
- Maintain connectivity to prevent network performance degradation

- Provide a network design and specification that meets the implementation requirements for the contracted Device(s)

3.1.2 Software

- Ensure all Endpoint Sensors' operating system version type(s) are in scope for the Services that are supported by Secureworks, and that Endpoint Sensor software is not installed on non-supported operating systems. A list of supported operating systems and versions can be found at: <https://www.Secureworks.com/contact/client-support/lifecycle-policy>
- Install the Endpoint Sensor software, and only on Endpoints owned by the Customer as Secureworks will deliver AETD services only to such endpoints.
- In accordance with Section 2.2.1, customer is responsible to ensure that the Red Cloak sensors associated with the Server Monitoring license are installed only on systems where the Security Event Monitoring Service has been purchased
- In accordance with Section 7.5 below:
 - Conduct all required ongoing maintenance of the Endpoint Sensor software
 - Upgrade the Endpoint Sensor software on all endpoints to the current version
- Reinstall the Endpoint Sensor software when it is required
- Perform initial troubleshooting of Endpoint Sensor software
- Remove all Endpoint Sensor software from its environment by the contract termination date
- Utilize a process to deploy updates first in a test environment, and assess any impact before deploying updates in production environments
- Ensure systems have sufficient available resources to install and run Red Cloak.
 - At least 500MB of available RAM is recommended before adding Red Cloak, so that the operating system has RAM to operate outside of the Red Cloak minimum specification. The average and maximum system resources required by Red Cloak are listed in the product datasheet and can be provided upon request. Customer systems must support these requirements in addition to the resources required for their normal production operating load.

3.1.3 Training and Documentation

- Where applicable, utilize available training and documentation on the use of the RC Portal
- Review all Service and product documentation

3.1.4 Other

- Monitor Endpoint Sensor availability and performance through the RC Portal
- Respond to and remediate issues with Endpoint Sensor availability and performance
- Ensure all endpoints report into the RC Portal at least every 30 days.
 - Any endpoint that has not communicated properly in the last 30 days will no longer be monitored and will not be included in other analytics or in the total endpoint count as set forth in the Terms and Conditions section
- Ensure the contracted number of endpoints is not exceeded.
 - In the event that the number of endpoints contracted for is exceeded, the additional charges for the overage of endpoints will be reflected on the subsequent billing periods remaining for the contract
- Implement and maintain effective password policies for external and internal applications

- Remediate all malware and threat actor activity (unless otherwise contracted with Secureworks under a separate order for services)
- Manage file lists for applying process disruption, except when Customer specifically opts-in to global process disruption lists managed by Secureworks

3.2 Advanced Endpoint Threat Detection Red Cloak Service Details

3.2.1 Management Activities

Secureworks will:

- Provide a fully-managed hosted RC infrastructure with 30 days' worth of data retention
- Provide guidance on how to access Service and product documentation
- Provide provisioning assistance for implementing in-scope Services
- Provide the Endpoint Sensor software to be downloaded by Customer
- Assist Customer with troubleshooting issues related to the Endpoint Sensor software
- Apply Threat Intelligence that is produced by Secureworks' Counter Threat Unit ("CTU") and Secureworks' selected third party vendor intelligence sources to RC Portal infrastructure
- Monitor health for the RC Portal and hosted RC infrastructure
- When requested by the Customer, grant authorized users access to the Portal and RC Portal
- Display Endpoint Sensor availability and health data in the RC Portal
- Display security events of interest in the Portal and RC Portal
- Leverage a team of security analysts and technology to analyze Endpoint Sensor output forwarded to the Counter Threat Platform, determine whether an escalation is required and, if so, escalate the incident per Customer's established escalation procedures
- Collect Endpoint telemetry data in CTP for potential use with other Services that Secureworks may be providing for Customer
- For threats classified by Secureworks as non-critical, provide alert and automated context information to Customer with available CTU intelligence attached
- For threats classified by Secureworks as critical, provide alert and automated context information to Customer with available CTU intelligence attached, as well as a deeper investigation as described in the Critical Investigations section.

3.2.2 Abnormal High Event Volume

Should the Service encounter an abnormal amount of events generated across the endpoints, once the data has been analyzed and any threats identified, Secureworks retains the right, in its sole and reasonable discretion, to conduct a purge that will remove all unnecessary event data within the thirty (30) day retention period as defined in Section 3.2.7. If Secureworks determines that such a purge is required, Secureworks will provide the Customer with written notification after the purge has been successfully completed.

3.2.3 Upgrades and Patching

Upgrades, patching, and maintenance for all Service options do not generally require a network outage. Customer acknowledges and agrees that a maintenance window or approval is only mandatory when a network outage is required. Secureworks will conduct upgrades, patching, and maintenance without approval or a maintenance window where a network outage is not needed to ensure Customer receives

the highest level of Service possible. All maintenance changes will be documented through the Portal and Customer will be notified per their standard escalation procedures.

3.2.3.1 Maintenance Activities

Maintenance Service activities to the hosted RC Infrastructure consist of:

- Software updates and patches
- Software upgrades

SLAs do not apply during planned maintenance work.

3.2.4 **Scope of Monitoring**

Secureworks will only monitor for threat activity using CTU intelligence and Secureworks-selected third-party vendor sources. Secureworks reserves the right to change threat indicator(s) and conduct maintenance at any time to ensure the best quality of intelligence is applied expeditiously. Secureworks will not monitor security events or conduct Incident Investigations or provide additional reporting for any other intelligence source or for customized alerts that are not provisioned and maintained as part of the Service. This limitation includes but is not limited to alerts or custom watch list(s) created by the Customer, as well as third-party configurations and any default out-of-the-box configurations. Customer-created custom alerts can send logs to the RC Portal but Secureworks will not monitor or investigate the availability or content derived from Customer-created alerts and/or third-party intelligence sources without an additional Statement of Work ("SOW").

Secureworks is not responsible for the availability of Secureworks-selected third party intelligence sources and is not subject to SLA penalties if they become unavailable.

Incident Investigations are not a substitute for, but rather a complement to, incident response professional services. Requests for support outside of the scope of an Incident Investigation may be referred to the Secureworks professional services team as a fee for service.

3.2.5 **Security Event Monitoring**

Secureworks has spent more than a decade building the technology and infrastructure needed to manage security for thousands of large organizations worldwide. A key component of our purpose-built technology is the ability to leverage our expert research and global visibility, convert it into intelligence and countermeasures, and create a continuously improving capability that adapts with the changing security landscape. Secureworks collects and analyzes billions of pieces of endpoint telemetry each day looking for indicators of compromise across our global client base. Tight integration among our SOC, CTU research team and security and risk consultants facilitates rapid deployment of custom defenses within Red Cloak, so that when an attack occurs on one network or endpoint, countermeasures are deployed globally to protect all customers from the same or similar threats.

3.2.5.1 Security Incident Identification Methods

Red Cloak utilizes a combination of Secureworks- and 3rd Party-derived intelligence, pattern based detection, big data analytics, file and process artifact analysis, and threat actor behavior modeling in order to identify malicious activity on endpoints. The following table describes Secureworks' handling of security incidents.

Identification	Description
Real-Time Security Incidents	Red Cloak collects and processes endpoint telemetry in near real-time looking for indicators of compromise. If malicious activity is identified, the alert is passed along to our proprietary Multi-Purpose Logic Engine ("MPLE") for additional processing and incident creation. Red Cloak

	Events forwarded to CTP may be held for additional correlation and context gathering anywhere from 10 to 40 minutes depending on the use cases that may be matched within the system.
Retroactive Security Incidents	Red Cloak uses a combination of big data analytics, look-back alerting for newly discovered threat indicators, and periodic scans in order to identify patterns of malicious activity and previously unknown artifacts over extended periods of time. Security Incidents generated from this retroactive analysis are not subject to the Security Monitoring SLA.

3.2.5.2 Security Event and Incident Priorities

When a Security Event is detected, initial correlation, de-duplication and false positive reduction is performed by the CTP correlation logic. If the event(s) have been classified as a medium or high severity, a ticket is either automatically generated by the CTP or generated by a security analyst. All security events are categorized by Secureworks based on the severity levels detailed in the following table and are generally subject to the notification methods indicated below, unless otherwise agreed upon by Customer and Secureworks. Secureworks utilizes a default event handling policy and can provide this to Customer upon request. This default event handling policy can be customized at the time of service provisioning or during ongoing service delivery.

Priority	Description	Notification
High Severity	Red Cloak Events that may require immediate attention and or represent a significant threat to a customer asset (e.g., host infection(s), successful exploitation, and other known Tactics Techniques and Procedures (“TTP”)’s utilized by threat actors)	Telephone and email
Medium Severity	Red Cloak Events that do not require immediate attention or represent a significant threat to a customer asset (e.g., VirusTotal process based alerts)	Email only
Low Severity	Red Cloak Events that have little to no impact to a customer asset or have been determined to be a false positive (e.g., instant messaging usage, adware, remote access software such as TeamViewer)	No escalation; resolved and presented in the Portal

3.2.5.3 Security Incident Information

Upon determination of a Security Incident, Secureworks provides Customer with the following Incident information via the Portal. Not all Incidents will have the same information available and therefore provided content may vary between Incidents based on detection methods.

- A description of the security event(s) and the activity that has been identified.
- A copy of the security event(s), including packet captures when provided by the identifying device.
- Technical details on the threat or activity that have been identified, including references.
- Source and destination information including hostnames when available.
- Recommendations on next steps based on the identified activity.
- Additional content and context may be added, but can vary based on the types of devices Secureworks is monitoring and the activity that is taking place.

Incident response, forensics, and implementation of countermeasures beyond policy changes to the Device or other Secureworks Managed Device(s) are not included in this Service. Customer is able to purchase this advanced support under a separate, signed Service Order or statement of work.

3.2.5.4 Critical Incident Investigations

Secureworks will investigate incident tickets created based on Secureworks intelligence and considered critical ("Critical"), and will perform an incident investigation aimed at providing:

- Corroborating event data related to the Critical incident and the affected asset
- Additional contextual information related to the threat
- Information on other systems in the Customer's environment that interacted with by the threat actor
- Relevant CTU or third-party threat intelligence
- Impact of the threat on the affected asset
- Recommended next actions

There is no limit on the number of Incident Investigations performed based on Secureworks threat intelligence and considered critical. Details of the investigations are provided within 24 hours of incident ticket generation and appended to the incident ticket.

3.2.5.5 Security Event Reporting

The Portal provides a secure mechanism to create, customize, and access executive and technical level reports, as well as view and report on detailed security event data including historical events. The Portal enables Customer to create both standard and customized reports that can be named, scheduled to run at regular or one-off intervals, automatically emailed, or forwarded for review and sign-off for audit purposes.

3.2.6 Secureworks Lifecycle Policy

The Secureworks Lifecycle Policy is designed to protect customers' investment by ensuring the customers have appropriate software deployed at all times in order to enable Secureworks services. The policy informs customers of their roles and responsibilities relating to the lifecycle policy, and provides information to help customers make upgrade and deployment decisions. At any point in time, where support for a particular product or product version is being discontinued by Secureworks, Secureworks will communicate any changes in support of platforms and/or versions to Customers 60 days in advance. In order to be assured of uninterrupted service, Customers must comply with changes communicated by Secureworks by the End-of-Life ("EOL") date issued to maintain managed services delivery. Customer bears any costs related to procuring new components and to the re-provisioning of any Managed Device(s). Noncompliance with Secureworks' EOL requirements may result in suspension of managed services or compromise of ability to monitor service until compliance can be restored.

In cases where support for a particular hardware or software version is being discontinued by Secureworks, Secureworks will endeavor to provide early communications to Customers regarding any Customer-expected actions in support of hardware platform changes and/or software version changes. Secureworks will communicate any such changes to Customers via the following link:

<https://www.secureworks.com/contact/client-support/lifecycle-policy>.

3.2.6.1 Product Support Matrix

Hardware and software General Availability ("GA"), End-of-Sale ("EOS") dates, and EOL ("EOL") dates are communicated through the Secureworks Hardware and Software Support Status matrix published at the following location: <https://www.secureworks.com/contact/client-support/lifecycle-policy>.

Secureworks reserves the right to alter the GA, EOS, and EOL dates at any time for any reason.

3.2.7 Additional Service Features and Limitations

Additional Managed AETD Red Cloak Service Features and Limitations	
Data Retention	Secureworks will provide up to thirty (30) days' worth of data retention in the Red Cloak Portal with all levels of service.
Non-standard Configurations	Secureworks will not support any non-standard configurations. This would include any configuration that is not a default setting of the Endpoint Sensor or a Secureworks defined and tested configuration. Customers must ensure all connectivity requirements are met, including all web proxies and outbound controls, which includes allowing connectivity to Secureworks-designated IP ranges and ports.
Service Commencement	Service commencement will begin once the Endpoint Sensor software has been made available to the Customer in the RC Portal. It is the Customer's responsibility to download the Endpoint Sensor software and install it on all in-scope endpoints.
Training Support	RC Portal online training is provided free of charge in conjunction with the RC Service.

3.2.8 Security Operations Centers

Secureworks maintains Security Operations Centers, including US based and international locations. Secureworks administers its full suite of managed security services from these central locations to provide service to customers around the world.

3.2.9 Service Locations and Languages

Service options may vary depending upon the presence of a local sales entity. Voice and email support via Secureworks personnel is in English only, except for Japan. Other components of the Service that are visible to Customer are provided in English. This includes, but is not limited to, any Secureworks-provided web portals, software user interfaces, email notices, reports, and documentation. Additionally, Secureworks requires that inputs to the Service, such as security events, be provided in English. For specific limitations for each country please contact your sales representative.

3.2.10 Business Hours

Secureworks provides 24-hour access to its SOC for questions and support. While Secureworks endeavors to answer Customer's questions immediately, some inquiries may result in a ticket being handled by other support teams during business hours, which are generally Monday – Friday, 8 a.m.-5 p.m. US Eastern Time, excluding US holidays.

3.2.11 Secureworks Client Portal

Secureworks provides Customer with access to the Portal. The Portal may only be accessed by the named individuals either specified by Customer during the information gathering phase via the Service Initiation Form ("SIF"), or added at a later date. All information received by Customer through the Portal is solely for Customer's internal use and may not be re-distributed, resold, or otherwise transmitted outside of Customer's organization.

3.2.12 Customer and Secureworks Responsibilities

The following responsibility assignment matrix describes the participation required of both Customer and Secureworks in completing tasks or deliverables for a project or business process to facilitate successful

service delivery. Secureworks uses the standard RACI role criteria for managing Customer projects and deliverables. These roles are defined as follows:

- R – Responsible: Role(s) assigned to do the work. For any individual task, there could be multiple roles responsible.
- A – Accountable: Role(s) that make the final decision and has ultimate ownership.
- C – Consulted: Role(s) consulted as the subject matter expert (SME) before a decision or action is taken.
- I – Informed: Role(s) updated with status of work being done, status of ongoing work, and results of work completed.

AETD Red Cloak			
Activity	Description	Customer	Secureworks
Preparation for Service	Provide escalation procedures for Incident Handling	A,R,	I,C
	Create and modify escalation procedures for incidents within CTP	I,C	R,A
	Ensure endpoint meets hardware and software specifications prior to on-boarding	R,A	C,I
	In the case of public cloud environments, provide information on support requirements, sizing recommendations and sample deployment scripts	I	R,A
	Ensure all authorized contacts are provided at commencement of service	R,A	I
	Provide implementation guidelines for service implementation	I	R,A
	Configure connectivity to Secureworks-designated IP ranges and ports	R,A	I
	Provide Portal Training	I	R,A
	Provide post-install validation steps	I	R,A
	Complete post-install validation steps check	R,A	I,C
	Test sensors before deployment	R, A,	C
Security Monitoring	Monitor Red Cloak logs for the purpose of creating events which are of a security concern	C,I	R,A

	Perform real-time analysis of Security Events and escalation of Security Incidents (using agreed-to Escalation Procedures)	C,I	R,A
	Perform in-depth analysis on Secureworks identified critical incidents	C,I	R,A
	Perform log correlation where possible to identify internal sources/destinations of traffic related to escalated incidents	I	R,A
	Provide a minimum 24 hour notice of request for resource for CTP security event tuning call and provide sample of events or incidents prior to the tuning call	R,A	I
	Provide support in all matters relating to the Portal (including mobile access), and RC Portal.	I	R,A
General	Maintaining up-to-date authorized contact information	R,A	I
	Provide support in all matters relating to the Portal (including mobile access).	I	R,A
	Submission of all requests for in scope work via the Portal or via phone call to the Secureworks SOC	R,A	I
	Providing advanced notice of details regarding Customer-authorized scans or Customer network maintenance periods to avoid unwanted Secureworks escalations during these activities	R,A	I
	Network design	R,A	I
	Download and registration of Secureworks mobile application	R,A	C
	Ensure timely communication to Secureworks of changes to network ranges (e.g. public, DMZ and private) and details pertaining to network translation devices (e.g. NAT pools, proxies and load balancers).	R,A	C

3.2.13 Out of Scope

The Services outlined above comprise Secureworks' standard service offering. Any other services are out of scope. Upon request, Secureworks may provide out of scope technical support on a time and materials basis pursuant to a separate Service Order or SOW.

3.3 Recommended Add-on Services

The following Secureworks offerings are optional and may be sold independently from this Service or bundled with the Service. In addition, output from the Service itself can be used in the delivery of these adjacent offerings for an additional charge:

- Professional Services
 - Incident Management Retainer
 - Incident Management Services
 - Targeted Threat Hunting
 - Targeted Threat Response
- Managed Advanced Malware Protection and Detection

4 iSensor Service Description

The Secureworks network Intrusion Detection and Prevention (IDS/IPS) with iSensor® service (the “Service”) provides proactive administration of your iSensor-based IDS/IPS infrastructure 24 hours a day, 7 days a week, and 365 days a year. Secureworks' certified security experts will perform the following activities as necessary to keep these devices operating at peak performance.

- Device monitoring
- Security Event processing
- Software upgrades and patch maintenance
- Providing access to the Secureworks Client Portal (“Portal”)
- Providing access to the Secureworks Security Operations Center (“SOC”)

Secureworks provides a license to use this Service to a level consistent with the parameters of your purchase, which may include limitations based upon the number of users (“User” means a Customer’s end user, i.e., any individual network user within Customer’s environment for which the Service is being provided) and the amount of network Bandwidth (“Bandwidth” means the amount of network traffic, measured in bits per second (bps), that is being inspected by the associated iSensor.)

The iSensor service is provided via a combination of iSensor software and hardware, or provided purely as software that is intended to be executed in a Customer cloud or virtual environment. In either case, this may be referred to herein as an iSensor device (“Device”). Depending on the specific components of your Service Order, some sections of this Service Description related specifically to iSensor hardware may not be applicable to your Service if an iSensor is executing in a cloud or virtual environment.

4.1 Subscription Parameters

To determine compliance with subscription limitations, Secureworks will measure the number of individual Users during any 24-hour period and the average Bandwidth during any three (3)-hour period.

4.2 Customer Obligations

To determine compliance with subscription limitations, Secureworks will measure the number of individual Users during any 24-hour period and the average Bandwidth during any three (3)-hour period.

Customer agrees to perform the following obligations and acknowledges and agrees that the ability of Secureworks to perform its obligations hereunder, including meeting the SLAs in Section 6, are dependent on Customer’s compliance with the requirements in this section. Noncompliance with Secureworks requirements may result in suspension of managed services and/or SLAs, or a transition to

monitor-only services. In addition to the customer obligations listed in this Section 4.2, further customer requirements are detailed throughout Section 4.3, particularly in Section 4.3.10, Customer, and Secureworks Responsibilities.

- Customer provides access to Customer premises or cloud environment and relevant appliance(s) necessary for Secureworks to manage and monitor the contracted iSensor IDS/IPS Devices.
- Customer agrees to communicate any network or system changes that could impact service delivery to the SOC via a ticket in the Portal. SLAs will not apply to Devices that are experiencing Customer-caused connectivity issues.
- Customer provides Secureworks personnel unimpeded access to managed or co-managed Customer Device(s).
- Customer maintains connectivity to prevent network performance degradation.
- Customer maintains continuous communications between contracted Customer Device(s) and the Counter Threat Platform (“CTP”).
- Customer provides bandwidth and latency levels to ensure Secureworks can successfully access the Devices for management.
- Customer is responsible for providing a network design and specification that meets the implementation requirements for the contracted iSensor Device(s).
- Customer is responsible for remediation of all malware and threat actor activity unless otherwise contracted with Secureworks under a separate Service Order.
- Customer is responsible for all charges incurred within its infrastructure, including its public cloud infrastructures, while consuming the Service. These may include but are not limited to virtual instance charges, storage charges, bandwidth charges, and Application Program Interface (API) charges.
- Application Program Interface Integration

Select vendors provide the ability to leverage APIs to interact with their systems. Any script or code creation for, usage of, maintenance of, troubleshooting of or integration with other third-party tools are not included in this Service, and are the responsibility of the customer.

4.3 iSensor Service Details

4.3.1 Device Availability Monitoring and Alerting

If requested and required by Secureworks, Customer must provide network connectivity to the iSensor device(s) to enable Secureworks to connect to the device(s) using Secure Shell (“SSH”). Secureworks performs device availability checks to determine “Host Status” for each iSensor device. If Secureworks determines that an iSensor device is unreachable or inoperable, a Host Status ticket is generated.

Upon receipt of this Host Status ticket, Secureworks will perform additional troubleshooting before notifying Customer within the time specified in the Service Level Agreement (“SLA”) via telephone call and electronic notifications. After Customer notification, Secureworks will work with Customer to perform further troubleshooting steps until the root cause is identified and the issue is resolved.

As an additional availability and “health” check, Secureworks will perform a check called “Event Flow Disruption” (“EFD”) to detect for devices that are not sending logs to Secureworks as expected. If the threshold for a loss of event flow of a device is reached, an automatic alert is sent to Secureworks which then generates a ticket. Upon receipt of this EFD ticket, Secureworks will perform additional troubleshooting before notifying Customer by ticketing workflow within the Portal.

In either case of Secureworks identifying an issue with an iSensor device, the following conditions apply:

- If the root cause of the incident lies with the iSensor device, Secureworks will attempt to restore event flow. Secureworks will work with Customer's designated points of contact to address any device related issues.
- If the root cause of the incident is not related to the iSensor device, but rather is caused by something outside of Secureworks' control (e.g. a network change, outage, or an issue with a Customer-managed device), then Secureworks will provide Customer with troubleshooting information, but Secureworks will not be responsible for further troubleshooting activities, nor will Secureworks be responsible for any inability to deliver the iSensor service on that iSensor device.

4.3.2 Device Availability Monitoring and Alerting

From time to time components of the iSensor device, which may include Secureworks or third-party software, may require updating. Secureworks will notify the Customer about required updates to their Managed Devices. Secureworks will install software patches and updates as part of the selected service, when the following conditions apply:

- The software patch or update can be performed remotely, either independently or with a minimal amount of on-site assistance by Customer.
- The software patch or update does not require a change to underlying hardware on which the Customer-owned equipment is deployed.
- Customer provides a maintenance window with at least 1 business day notice for Secureworks to schedule a resource to perform the work.

4.3.2.1 Secureworks Lifecycle Policy

The Secureworks Lifecycle Policy is designed to protect a Customer's investment by ensuring customers have appropriate hardware and software deployed at all times in order to enable Secureworks services. The policy informs customers of their roles and responsibilities as they relate to the lifecycle policy, and provides information to help customers make upgrade and deployment decisions. In keeping with industry best practice Secureworks' list of supported hardware and software may change over time, with older versions no longer being supported. Similarly, supported versions of Secureworks' software may not be supported on all versions of hardware that may have supported prior software versions. In cases where support for a particular software or hardware version is being discontinued by Secureworks, Customers must comply with changes communicated by Secureworks by the End-of-Life (EOL) date issued to prevent Service interruption. Noncompliance with Secureworks' EOL requirements may result in suspension of managed services or conversion to monitored-only services where applicable.

In cases where support for a particular hardware or software version is being discontinued by Secureworks, Secureworks will endeavor to provide expeditious communications to Customers regarding any Customer expected actions in support of hardware platform changes and/or software version changes. Secureworks will communicate any changes in support of platforms and/or versions to Customers via the following link: <https://www.secureworks.com/contact/client-support/lifecycle-policy>.

4.3.2.2 Service Bundle

This package includes a service bundle subscription that includes: hardware warranty services, hardware/device maintenance, security content, management and monitoring of their device, and replacement services, and upgrades of the device to a similar replacement device at EOL as defined by Secureworks. Prior to EOL date, the operations team will contact you to schedule a replacement. A new device will be shipped to your designated shipping address and installed at your convenience. The new device must be installed prior to the EOL date in order to ensure uninterrupted service.

- Service Bundle Customers are not responsible for purchasing new hardware upon EOL of existing hardware.
- Service Bundle Customers will be required to assist with installation of the new device as existing hardware approaches EOL.
- Failure to install the new device prior to EOL date may result in degradation or loss of service.

4.3.2.3 Product Support Matrix

Hardware and software General Availability (“GA”), End-of-Sale (“EOS”) dates, and EOL dates are communicated through the Secureworks Hardware and Software Support Status matrix published at the following location: <https://www.secureworks.com/contact/client-support/lifecycle-policy>.

Secureworks reserves the right to alter the GA, EOS, and EOL dates at any time for any reason.

Secureworks is not responsible for errors within the Hardware and Software Support Status matrix.

4.3.3 Security Event Monitoring

Secureworks has spent more than a decade building the technology and infrastructure needed to manage security for thousands of large organizations worldwide. A key component of our purpose-built technology is the ability to leverage our expert research and global visibility, and convert it into intelligence and countermeasures, and create a continuously improving capability that adapts with the changing security landscape. Secureworks’ CTP analyzes hundreds of billions of event logs each day, analyzing and comparing information within individual networks, across each enterprise and across our customer base. Tight integration between our SOCs, Counter Threat Unit (“CTU”) research team, and Security and Risk consultants facilitates rapid deployment of custom defenses, so that when an attack occurs on one network, countermeasures are deployed globally to protect all customers from the same or similar threats.

Security Event data from the iSensor is first sent to a Counter Threat Appliance (“CTA”), which may be implemented as an appliance at your location or hosted in a remote datacenter by Secureworks, depending on how the Service is architected. From the CTA, events are forwarded to CTP, where the Security Event data is parsed, normalized, correlated, and prioritized. All Security Events are categorized by Secureworks based on severity level.

Secureworks provides Customer with a description of the Security Event and any contextual information via the Portal. The Security Event is posted on the Portal and made available to Customer for review and reporting. In-depth analysis, incident response, forensics, and countermeasures beyond policy changes to the Device or other Secureworks managed Device(s) are not included in this Service. Customer is able to purchase these types of advanced support services under a separate signed Service Order or Statement of Work (“SOW”).

4.3.3.1 Security Incident Identification Methods

The Secureworks Security Monitoring Service incorporates numerous methods of threat identification through the use of technology and people. These methods include machine learning, signature-based detections, and human-based pattern identification (through ongoing research by our CTU and our CTAC Analysts), long-term correlation, and big data analytics. The end result is a system that allows our Analysts to rapidly identify malicious activity for each Customer while also adding new detections as new activity is identified across our customer base.

Identification	Description
Security Incidents	Secureworks processes all Security Events using its proprietary Multi-Purpose Logic Engine (MPLE) in order to identify patterns that may indicate malicious activity. This process includes analyzing other events that may be occurring in the environment to help (a) add additional context to activity and (b) help reduce the number of false-positive

	Incidents. During this process, Security Events may be held for correlation and context gathering anywhere from 10 minutes up to 40 minutes depending on the use cases that may be matched within the system.
Retroactive Security Incidents	Secureworks uses a combination of machine learning, look-back alerting for newly discovered threat indicators, and our proprietary Long-Term Correlation Engine (LTCE), in order to identify patterns of malicious activity over extended periods of time. Security Incidents generated from retroactive analysis are not subject to the Security Monitoring SLA.

4.3.3.2 Security Event and Incident Priorities

When a Security Event is detected, initial correlation, de-duplication, and false positive reduction is performed by the CTP correlation logic. If the event(s) have been classified as a medium or high severity, a ticket is either automatically generated by the CTP Platform or generated by a Security Analyst. All Security Events are categorized by Secureworks based on the following severity levels and generally take the following notification paths unless otherwise agreed upon by Customer and Secureworks. Secureworks utilizes a default event handling policy and can provide this to Customer upon demand. This default event handling policy can be customized at the time of service provisioning or upon Customer request during ongoing service delivery.

Priority	Description	Notification
High Severity	Security Events that may require immediate attention and or represent significant threat to a customer asset (e.g., host infection(s), successful exploitations, and unauthorized internal scanning from unknown sources)	Telephone and Email
Medium Severity	Security Events that do not require immediate attention or represent a significant threat to a customer asset (e.g., login failures and reconnaissance activities)	Email only
Low Severity	Security Events that have no impact to a customer asset or have been determined to be a false positive (e.g., instant messaging usage, adware, remote access software such as TeamViewer)	No Escalation, resolved to the Portal

4.3.3.3 Security Incident Information

Upon determination of a Security Incident, Secureworks provides Customer with the following Incident information via the Secureworks Portal. Not all Incidents will have the same information available, and as a result, content can vary between Incidents based on detection methods.

- A description of the Security Event(s) and the activity that has been identified.
- A copy of the Security Event(s), including packet captures when provided by the associated device.
- Technical details on the threat or activity that has been identified, including references.
- Source and destination information, including hostnames when available.
- Recommendations on next steps based on the identified activity.

- Additional content and context, which may vary based on the types of devices Secureworks is monitoring and the activity that is taking place.

4.3.3.4 Security Event Reporting

The Portal provides a secure mechanism to create, customize, and access executive and technical reports, as well as view and report on detailed and historical Security Event data. The Portal will enable Customer to create both standard and customized reports that can be named, scheduled to run once or at regular intervals, automatically emailed, or forwarded for review and sign-off for audit/sign-off purposes.

4.3.4 **Secureworks Threat Intelligence Content**

The Service includes the application of Secureworks Threat Intelligence content developed by our CTU that is applied regularly to enhance its protective capabilities. Such content includes the following:

- A list of domain names and IP addresses used to conduct malicious activity
- A collection of Snort rules to detect and potentially prevent malicious traffic

4.3.5 **Software Upgrades and Patches**

Upgrades, patching, and maintenance for all Service options do not generally require a network outage. Customer acknowledges and agrees that a maintenance window or approval is only mandatory when a network outage is required. Secureworks will conduct upgrades, patching, and maintenance without approval or a maintenance window where a network outage is not needed to ensure Customer receives the highest level of Service possible. All maintenance changes will be documented through the Portal and Customer will be notified per their standard escalation procedures.

4.3.6 **Security Operations Centers**

Secureworks maintains Security Operations Centers, including US based and international locations. Secureworks administers its full suite of managed security services from these central locations to provide service to customers around the world.

4.3.7 **Service Locations and Languages**

Service options may vary depending upon the presence of a local sales entity. Voice and email support via Secureworks personnel is in English only, except for Japan. Other components of the Service that are visible to Customer are provided in English. This includes, but is not limited to, any Secureworks-provided web portals, software user interfaces, email notices, reports, and documentation. Additionally, Secureworks requires that inputs to the Service, such as security events, be provided in English. For specific limitations for each country please contact your sales representative.

4.3.8 **Business Hours**

Secureworks provides 24-hour access to its SOC for questions and support. While Secureworks endeavors to answer Customer's questions immediately, some inquiries may result in a ticket being handled by other support teams during business hours, which are generally Monday – Friday, 8 a.m.-5 p.m. US Eastern Time, excluding US holidays.

4.3.9 **Secureworks Client Portal**

Secureworks provides Customer with access to the Portal. The Portal may only be accessed by the named individuals either specified by Customer during the information gathering phase via the Service Initiation Form ("SIF"), or added at a later date. All information received by Customer through the Portal is solely for Customer's internal use and may not be re-distributed, resold, or otherwise transmitted outside of Customer's organization.

4.3.10 Customer and Secureworks Responsibilities

The following responsibility assignment matrix describes the participation required by both Customer and Secureworks in completing tasks or deliverables for a project or business process to facilitate successful service delivery. Secureworks uses the standard RACI role criteria for managing Customer projects and deliverables. These roles are defined as follows:

- R – Responsible: Role(s) assigned to do the work. For any individual task, there could be multiple roles responsible.
- A – Accountable: Role(s) that make the final decision and has ultimate ownership.
- C – Consulted: Role(s) consulted as the subject matter expert (SME) before a decision or action is taken.
- I – Informed: Role(s) updated with status of work being done, status of ongoing work, and results of work completed.

iSensor			
Activity	Description	Customer	Secureworks
Preparation for Service	Create and modify escalation procedures for incidents within CTP	C,I	R,A
	Provide escalation procedures for Incident Handling	R,A	C,I
	Provide shipping information for hardware devices as required to implement Service	R,A,	I
	Prepare an installation environment as required to implement Service, which may include rack space, power, cooling, network connectivity, public cloud access, etc.	R,A	I
	In the case of public cloud environments, provide information on support requirements, sizing recommendations and sample deployment scripts	I	R,A
	Ensure all authorized contacts are provided at commencement of service	R,A	I
Service Implementation	Provide implementation guidelines for service implementation	I	R,A
	Configure implementation rules	R,A	I
	Configure and ship Secureworks enabler devices	I	R,A
	Stage Secureworks Enable devices	R,A	I
	Install Secureworks devices (remotely)	I	R,A

	Provide Portal Training	I	R,A
	Complete post-install quality check	R,A	I
Security Monitoring	Monitor logs for the purpose of creating events which are of a security concern	C,I	R,A
	Perform real-time analysis of Security Events and escalation of Security Incidents (using agreed-to escalation procedures)	C,I	R,A
	Request creation and maintenance of custom IP watch lists and related alerting procedures	R, A	C, I
	Implement and maintain custom IP watch lists and related alerting procedures	C, I	R, A
	Perform log correlation where possible to identify internal sources/destinations of traffic related to escalated incidents	I	R,A
	Provide a minimum 24 hour notice of request for resource for CTP Security Event tuning call and provide sample of events or incidents prior to the tuning call	R,A	I
Change Management	Submit approved and validated managed device change for scheduled implementation	R,A	I
	Provide sufficient change information as specified by the Secureworks change form	R,A	I
	Policy change engineering as defined within the Service Description	R,A	I
	Implementing change requests per customer instructions	C,I	R,A
	Sending confirmation emails to inform the Customer that the requested change has been completed	I	R,A
	Implementing emergency blocking-rule changes (e.g. to address real-time malicious traffic)	C,I	R,A
	Provide explicit approval for emergency IP blocks by Secureworks without additional authorization (if desired)	R,A	C,I
	Performing change completion validation	C,I	R,A

	If needed, performing roll backs on failed changes	C,I	R,A
	Prior to change implementation, confirming changes to identify potential business impacts	R,A	I
	Create ticket or engage SOC for any non-ticketed ad-hoc changes/troubleshooting	R,A	I
Support	Customize and maintain event stream tuning and related incident creation mechanism	C,I	R,A
	Performing software upgrades and configuration modifications	C,I	R,A
	Provide maintenance window information to implement software upgrades.	R,A	I
	Provide local onsite support for device software upgrades, hardware changes, device reboots/power cycling, and any activity that must be performed physically onsite	R,A	C,I
	Critical device vulnerability notification and requests to client for authorization to apply a patch or patches (if applicable to managed device)	C,I	R,A
	RMA devices as needed and according to Customer eligibility	C,I	R,A
	Physical installation of RMA Managed Devices	R,A	C,I
	Configuration of RMA Managed Devices	C,I	R,A
	Investigation of Health events identified by Secureworks related to Managed Devices	C,I	R,A
	Network troubleshooting pertaining to traffic traversing managed device(s) to eliminate or confirm Managed Device as cause of impact	C,I	R,A
	Support Health validation for upgrades and updates made on Managed Devices	I	R,A
	Maintain and create health checks on all supported managed platforms	I	R,A
	Phone notification of connectivity loss from Managed Devices via Host Status ticket	I	R,A

	Notification of a health incident via the Portal ticket with optional auto-E-mail or auto-SMS text notification	I	R,A
General	Maintaining up-to-date authorized contact information	R,A	I
	Provide support in all matters relating to the Portal (including mobile access).	I	R,A
	Submission of all requests for in scope work via the Portal or via phone call to the Secureworks SOC	R,A	I
	Providing advanced notice of details regarding Customer-authorized scans or Customer network maintenance periods to avoid unwanted Secureworks escalations during these activities	R,A	I
	Network design	R,A	I
	Download and registration of the Secureworks mobile app	R,A	C
	Ensure timely communication to Secureworks of changes to network ranges (e.g. public, DMZ and private) and details pertaining to network translation devices (e.g. NAT pools, proxies and load balancers).	R,A	I

4.3.11 Out of Scope

The Services outlined above and below in the Service Details section comprise Secureworks' standard service offering. Any other services are out of scope. Upon request, Secureworks may provide out of scope technical support on a time and materials basis pursuant to a separate Service Order or SOW, including:

- Dedicated incident management services
- On-site installation and provisioning of device
- Integration of complementary products that are not managed by Secureworks (e.g., antivirus software; web reporting software)
- Remediation of malware and threat actor activity

4.3.11.1 Incident Response

The Service provides event and analysis views that allows Customer to comment on individual detections on the network. This can be helpful for coordinating investigation and response to an incident. Nevertheless, the Service is not intended to replace an incident response engagement. Customers requiring incident response must purchase those services separately.

4.4 Recommended Add-on Services

The following services are not included in the standard iSensor Service offering, but may be available from Secureworks at an additional cost.

- On-site installation and provisioning of Device(s)
- Product training
- Integration of complementary products that are not managed by Secureworks (e.g., antivirus software; web reporting software)
- Custom analysis and/or custom reports
- Forensics
- Custom change requests that go beyond those outlined in this document
- Configuration of network tunnels, aside from those implemented by Secureworks as required for the Service
- Rule set design, validation, and troubleshooting
- Firewall policy auditing, policy/rule utilization, and security best practice consulting

5 Services Activation

5.1 iSensor and Security Monitoring Service Activation

5.1.1 Provisioning Activities

Service Activation refers to the Service provisioning activities. The standard provisioning period begins at receipt of the signed Service Order by the Secureworks implementation team, and ends with the activation of the Service.

- Device provisioning and installation activities performed by Secureworks include:
- Scheduling a kick-off call (NOTE: receipt of a Customer executed Service Order is required).
- Configuring a Customer implementation ticket in the Portal. Configuring Device(s) in accordance with the latest hardware and/or software versions supported by Secureworks.
- Shipping Device(s) via ground shipping (NOTE: completion of Device configurations is required).
- Scheduling a service activation call with Customer (NOTE: Customer must acknowledge equipment is properly racked and cabled).

Secureworks does not provide SLAs for completing Service setup within a specified period of time; the duration of the provisioning period is dependent on a number of factors, such as the number of Counter Threat Appliances required (where applicable), the number of physical sites where contracted devices will be activated for service, the complexity of the Customer requirements, and the ability of Customer to provide Secureworks with requested information within a mutually agreed-upon timeframe.

A typical activation with one (1) physical location, two (2) Enabler Devices and between one (1) and four (4) managed or monitored devices can generally be provisioned within six (6) weeks. This does not include any policy migrations or the time required for Customer activities or other external dependencies.

5.1.2 Provisioning Methodology

The Secureworks provisioning methodology is comprised of the following phases.

Phase 1: Information Gathering

When Secureworks receives the Services Order, Secureworks will provide an SIF to be completed by the Customer. When the Customer returns the completed SIF, Secureworks will schedule a technical review call to review the SIF and other relevant information with the Customer.

Phase 2: Due Diligence

Secureworks will work jointly with the Customer to validate the accuracy of the information used to create the original Service Order against the actual Customer environment where Services will be performed (“Due Diligence”).

As a result of such Due Diligence, changes in the types (i.e. hardware make and/or model and software package or version) of equipment, the number of locations, or the quantities of equipment to be provisioned may be identified (“Identified Changes”). Customer acknowledges that (i) in order for Secureworks to provide intended Service coverage across such Identified Changes, an amended or additional Service Order may be required, which may include changes to scope and fees, and (ii) without such an amended or additional Service Order, Secureworks may only be able to provide Services as scoped, defined, and charged per the original Service Order. In some cases, an amended or additional Service Order may be required simply to provide the Services in the original Service Order. As an example, an additional CTA may be required at a location that was not originally determined to be in scope.

Phase 3: Counter Threat Appliance Deployment

The CTA (and other Enabler Device) deployment phase begins upon the completion of the Information Gathering phase described above, if a CTA is included in the Service Order. The CTA is a Secureworks-proprietary appliance that is used in the secure delivery of the Service for health/Security Event acquisition and transport.

Following the information gathering phase, if a physical CTA is to be deployed, Secureworks builds the associated CTA(s) to specification and ships them directly to Customer for installation. Customer is responsible for ensuring that the implementation site complies with Secureworks’ physical/environmental requirements, which shall be provided to Customer prior to commencement of their deployment.

If a virtual CTA is to be deployed in a cloud environment, the Customer is responsible for providing information about the cloud environment and may be required to make configuration changes. Customer must provide access and appropriate privileges within the cloud environment to enable Secureworks to deploy and configure the CTA.

Secureworks reserves the right, in its reasonable discretion, to use one or more CTAs deployed in a Secureworks data center (a Hosted CTA or “HCTA”) to communicate with devices that Secureworks is monitoring, in lieu of deploying CTA(s) for use directly in the Customer’s network. In such cases, the terms and conditions pertaining to CTA deployment do not apply. A service deployment using a Secureworks HCTA design will be discussed and agreed upon during the solution scoping engagement during the Sales cycle.

Service interruptions or failure to achieve the SLAs (as defined herein) will not be subject to penalty in the event of Customer’s non-compliance with the above CTA deployment guidelines.

Phase 4: Service Provisioning and Installation

The Service Provisioning and Installation phase begins upon the completion of the Information Gathering and CTA Deployment phases described above.

- Service Provisioning and Installation is performed in the following manner:
- New Customer devices to be deployed, if any, are shipped to Customer location for installation with on-site support from the Customer.

- Existing (production) Customer-owned devices which are covered by an applicable managed services order, are provisioned remotely with on-site support from the Customer.
- Secureworks provides telephone support to the Customer contact at the implementation site during installation of all Customer premises devices.
- Once Customer premise contracted devices are in place, Secureworks accesses the device(s) (whether physical or virtual) remotely and performs the remaining configuration and Service activation tasks which may require a mutually agreed upon maintenance window for device downtime.

Secureworks schedules Service provisioning and installation in accordance with change management procedures communicated by Customer during the Information gathering phase. Standard installations are performed during local business hours. These are based on the location of the Secureworks SOCs in the following regions - US, EMEA, APJ, and ANZ, and are generally 8 a.m. to 5 p.m., Monday through Friday local time. Installation may be performed at other times when scheduled in advance with the Secureworks implementation team.

5.1.3 Additional Items

- Customer is responsible for ensuring that its hardware and software are at versions that are supported by Secureworks prior to provisioning of the service(s)
- In the case of provisioning in a cloud environment, Customer is responsible for providing information about the cloud environment and may be required to make configuration changes. Customer must provide access and appropriate privileges within the cloud environment to enable Secureworks to deploy and configure the Services.
- Any effort that is required to upgrade software or replace hardware in support of service implementation requirements can be performed by Secureworks via a separate SOW

5.2 Advanced Endpoint Threat Detection Red Cloak Service Activation

5.2.1 Provisioning Activities

Service Activation refers to the Service provisioning activities. The standard provisioning period begins at receipt of the signed Service Order by the Secureworks implementation team, and ends with the activation of the Service.

Provisioning and installation activities include:

- Scheduling kick-off call (receipt of a Customer executed Service Order is required).
- Configuring Customer implementation ticket in the Secureworks Customer Portal.
- Creation of RC Portal Domain(s) for the Customer
- Granting the Customer access to the Secureworks Client Portal and RC Portal
- Configuration and verification of network connectivity and event flow of the initial Customer installed Endpoint Sensor in the RC Portal

Secureworks can generally provision services within two (2) weeks, not including the time required for Customer activities. Provisioning concludes once the account is configured in the RC Portal and the Secureworks Client Portal.

5.2.2 Provisioning Methodology

The Secureworks provisioning methodology is comprised of the following phases.

Phase 1: Information Gathering

When Secureworks receives the Services Order, Secureworks will provide an SIF to be completed by the Customer. When the Customer returns the completed SIF, Secureworks will schedule a technical review call to review the SIF and other relevant information with the Customer.

Phase 2: Due Diligence

Secureworks will work jointly with the Customer to validate the accuracy of the information used to create the original Service Order against the actual Customer environment in which Services will be performed (“Due Diligence”).

As a result of such Due Diligence, changes in quantities of endpoints may be identified. Customer acknowledges that in order for Secureworks to provide the intended Service coverage across such Identified Changes, an amended or additional Service Order may be required, which may include changes to scope and fees, and without such an amended or additional Service Order, Secureworks may only be able to provide Services as scoped, defined, and charged per the original Service Order. In some cases, an amended or additional Service Order may be required simply to provide the Services in the original Service Order. As an example, the Due Diligence process may reveal the need for additional agents at a location not originally in scope.

Phase 3: Service Provisioning and Installation

The Service Provisioning and Installation phase begins upon the completion of the Information Gathering and Due Diligence described above. Secureworks will provide software packages to support Customer deployment and installation in accordance with Customers’ change management procedures. Installation support is available during the hours of 8 AM through 5 PM (Local business hours based on specific region; US, EMEA, APJ, and ANZ), Monday through Friday.

6 Service Level Agreements

The table below describes the individual components of the Secureworks Service Level Agreements (SLAs) associated with all Services described in this document. The SLA column indicates the target level of service associated with each parameter, and the Credit column describes the corresponding service credit from Secureworks to Customer in the case of not achieving the target.

SLA	Description	Credit
Active Health Monitoring	Active health checks identifying the following conditions: Device Unreachable – 30-minute response (via phone, ticket, or electronic notification) from identification of the Device being unreachable. This is measured by the difference between the time stamp on the Device unreachable ticket created by Secureworks SOC personnel or technology and the time stamp of the correspondence documenting the initial escalation.	1/60 th of monthly fee for Service for each calendar day in which Device unreachable event(s) were not communicated to the Customer in the specified timeframe.
Security Monitoring	Customer shall receive electronic notification of a security incident (in accordance with Customer’s defined escalation procedures) within fifteen (15) minutes of the determination by	1/60 th of monthly fee for Service for the affected device

	<p>Secureworks that the given activity constitutes a security incident. This is measured by the difference between the time stamp on the incident ticket created by Secureworks SOC personnel or technology and the time stamp of the correspondence documenting the initial escalation</p> <p>Security incidents generated from long-term correlation logic and retroactive analyses based on newly identified threat indicators are not subject to this SLA.</p> <p>Event(s) deemed low severity will not be escalated, but will be available for reporting through the Portal.</p>	
Standard Change Request	Standard change requests will be acknowledged within one (1) hour from the creation time stamp on the ticket.	1/60 th of monthly fee for Service for the affected device
Help Desk Request	<p>Help desk requests (applies to all non-change and non-incident tickets) submitted via the Portal or via telephone will be acknowledged (either through the help desk ticketing system or telephone) within one (1) hour from the creation time stamp on the ticket.</p> <p>Customer must call SOC for Urgent help desk requests so SOC can engage Urgent tickets immediately.</p>	1/60 th of monthly fee for Service for each calendar day in which standard helpdesk request(s) was not acknowledged within the specified timeframe.
Availability	<p>Communications availability to the Internet and Customer access to the Secureworks Client Portal shall equal no less than 99.9% of the time during a given calendar month.</p> <p>Communications availability is the ability for one of Secureworks' SOC(s) to transmit and receive TCP/IP packets between the CTP and its upstream internet service provider.</p> <p>Customer access to the Portal is our site monitoring service's ability to successfully login.</p> <p>Secureworks makes no guarantee to availability or performance of the Internet. Our measuring of 99.9% is executed from multiple sites connecting to the SOC.</p>	1/60 th of monthly fee for Service

Incident Investigations	<p>Upon generation of an AETD RC-based incident designated by Secureworks as critical, Secureworks will provide an Incident Investigation within twenty-four (24) hours from the timestamp of creation of the security incident.</p> <p>Requests for Incident Investigations that Secureworks defines as non-critical are performed at the discretion of Secureworks and with no associated SLAs. Some requests may be referred to professional services under a separately signed statement of work</p>	1/60 th of monthly fee for Service for the affected device

7 Terms and Conditions

7.1 General

Deployment of the Service does not achieve the impossible goal of risk elimination, and therefore Secureworks makes no guarantee that intrusion, compromises, or any other unauthorized activity will not occur on Customer's network.

7.2 Invoicing

Invoicing will commence upon installation and commencement of services for the CTA. Customer agrees to pay the full value as specified and agreed per the Service Order and in the agreed installments. The Customer may onboard devices for the service up to the device quantity limits as specified by device type on the Service Order and in section 1.2 above. If those device quantity limits are exceeded, a surcharge will be included in the Customer's invoice and will be due upon receipt, according to the surcharge amounts below:

- 1) Servers and network infrastructure devices: \$125 per month, or \$1,500 per year
- 2) Firewalls and next-generation firewalls: \$1,250 per month, or \$15,000 per year
- 3) IDS and IPS devices: \$2,500 per month, or \$30,000 per year

7.3 Service Level Agreements

The SLAs set forth in the section above are subject to the following terms, conditions, and limitations:

- 1) Secureworks may schedule maintenance outages for Secureworks-owned equipment/servers that are being utilized to perform the Services with 24 hours' notice to Customer's designated contact(s). The SLAs shall not apply during scheduled maintenance outages, and no SLA credit shall apply as to these periods.
- 2) Secureworks shall not be responsible for any Service impact related to product configurations on the managed device that are not supported by Secureworks.
- 3) The SLAs shall not apply in the event that any act or omission by Customer prohibits or otherwise limits Secureworks from providing the Service or meeting the SLAs, including, but not limited to misconduct, negligence, provision of inaccurate or incomplete information, modifications to the

Services, or any unauthorized modifications made to any managed hardware or software Devices, by Customer or its employees, Sensors, or third parties acting on behalf of Customer.

- 4) The SLAs shall not apply to the extent Customer does not fulfill and comply with the obligations and conditions set forth within this Service Description. The obligations of Secureworks to comply with The SLAs with respect to any incident response or help desk ticket request are also dependent on Secureworks' ability to connect directly to Customer Devices on Customer's network through an authenticated server in the SOC.
- 5) The SLAs shall not apply in the event that Customer devices are unreachable due to network connectivity issues, authentication issues, configuration issues, or public cloud down time that are outside the direct control of Secureworks.
- 6) Subject to the conditions and limitations above Customer will receive credit for any failure to meet an SLA outlined above within thirty (30) days of notification by Customer to Secureworks of such SLA failure. In order for Customer to receive an SLA credit, the notification of the SLA failure must be submitted to Secureworks within thirty (30) days of the date of such SLA failure. Secureworks will research the notification and respond to Customer within thirty (30) days from the date such notification is received. The total amount credited to Customer in connection with any of the above SLAs in any calendar month will not exceed the monthly Service fees paid by Customer for such Service. Except as otherwise expressly provided hereunder or in the Master Services Agreement (MSA) associated with the Service Order, the foregoing SLA credit(s) shall be Customer's sole and exclusive remedy for failure to meet or exceed the foregoing SLA(s).

7.4 Equipment

7.4.1 Secureworks Equipment

If a Secureworks Device becomes unavailable or unreachable, Secureworks will troubleshoot the issue. If Secureworks concludes that the Secureworks Device has failed and cannot be repaired, Secureworks will ship a replacement unit to Customer in accordance with Secureworks' Maintenance, and/or Subscription Program defined below in sections 7.5 and 7.6, respectively.

SLAs do not apply during the period during which Service is unavailable. Replacement Device(s) will be re-provisioned in accordance with the standard Secureworks provisioning process.

7.4.2 Non-Supported Equipment and Customer Responsibility

Secureworks will issue an announcement to Customer when a Device (either Secureworks or third party) is deemed EOL. Upon notification, it is Customer's responsibility to replace the impacted Device and purchase associated maintenance. Failure to purchase and install a new Device prior to the EOL date may result in any of the following:

- 1) Transition to monitored-only Service at the existing contract price
- 2) Revocation of SLAs, and potential discontinuation of Service
- 3) Secureworks will restore to the original managed Service once the Device is brought up to date.

Details surrounding the Secureworks Lifecycle Policy can be found here:

<https://www.secureworks.com/contact/client-support/lifecycle-policy>.

7.5 Maintenance Program Terms and Conditions

If Customer purchases a Service Enabler Device(s) from Secureworks pursuant to a Service Order, with such purchase including maintenance, the following terms and conditions ("the Maintenance Program" or the "Program") shall apply:

- 4) Service Enabler Devices subject to this Program may include the Secureworks' Counter Threat Appliance (CTA) devices, iSensor IPS/IDS appliances, Enterprise iSensor IPS/IDS appliances, LogVault appliance, AETD appliance, and AMPD sensor appliances.
- 5) Secureworks agrees, subject to the terms and conditions of your separate MSA or Security Services Schedule (and as further set forth below), to replace Secureworks Service Enabler Devices that are not properly functioning due to ordinary wear and tear, malfunctions, inadequate available memory, or obsolescence. Replacement Device(s) may be new or refurbished.
- 6) If Customer is purchasing a Service Enabler Device, the following terms apply:
 - a) Purchase by Customer of a Service Enabler Device is not subject to this Program unless: (a) such Service Enabler Device is expressly specified in a written Secureworks Service Order or Service Agreement signed by Secureworks and (b) Customer pays all maintenance fees when due.
 - b) Customer may elect to participate in the Program only at the time of purchase of the Secureworks Service Enabler Device. If, at any time after the purchase of the Secureworks Service Enabler Device, Customer wishes to participate in this Program, it must agree to pay all fees that would have been billed from the date of such purchase.
- 7) The charges for the Program only cover replacement of Secureworks Service Enabler Devices. Any performance, damage, repair and/or other warranty issues, or claims with respect to non-Secureworks-branded Service Enabler Devices must be addressed with the applicable OEM manufacturer.
- 8) Secureworks' obligation to comply with the foregoing is conditioned upon, and subject to, the assistance and availability of Customer's onsite personnel for assistance in the: (x) diagnosis and troubleshooting of problems with existing Service Enabler Devices and (y) replacement and installation of any new Service Enabler Device.
- 9) Secureworks will not replace Secureworks Service Enabler Devices returned by Customer that are no longer performing on account of unauthorized use, physical damage, or misuse or abuse, as determined by Secureworks in its sole and reasonable discretion, including, but not limited to, any of the following circumstances:
 - a) Damage due to lightning or other climate problems (including, but not limited to, exposure to excessive light, heat, flooding, and the like);
 - b) Opening of Service Enabler Devices by any person other than Secureworks authorized personnel;
 - c) Unauthorized loading or modification of software on or other reprogramming of the Service Enabler Device;
 - d) Unauthorized linking of the Service Enabler Device with other Customer equipment or systems;
 - e) Cracks in Service Enabler Devices, dents to chassis or apparatus, or other damage caused by dropping of Service Enabler Device or other mishandling, misuse, or abuse;
 - f) Presence of liquids (or residue there from) or the excessive presence of other extraneous materials inside the Service Enabler Device (including, but not limited to, dust, hair, dirt, or grime);
 - g) Inability to rack the Service Enabler Device; and
 - h) Improper powering down of the Service Enabler Device.
- 10) Secureworks shall bill Customer, and Customer shall be responsible for, Service Enabler Devices: (i) damaged due to misuse or abuse, or (ii) no longer performing adequately due to unauthorized use, physical damage, misuse, or abuse Service Enabler Devices.

7.6 Subscription Program Terms and Conditions

If Customer leases a Service Enabler Device(s) from Secureworks pursuant to a Service Order, and such lease includes Secureworks' subscription program, the following terms and conditions shall apply:

- 1) If Customer purchases and pays for the Secureworks subscription program as specifically identified on a Service Order (the "Subscription Program"), Secureworks agrees, subject to the terms and conditions below, the applicable Service Order and the MSA, to replace such Service Enabler Device(s) that; (i) are not properly functioning due to ordinary wear and tear, (ii) experience malfunctions, (iii) have inadequate memory available, or (iv) have become obsolete, (collectively, the "Covered Returns and Replacement Service Enabler Device(s)"). Covered Returns and Replacement Service Enabler Device(s) may be new or refurbished.
- 2) Service Enabler Devices subject to this Program may include the Secureworks' Counter Threat Appliance (CTA) devices, iSensor IPS/IDS appliances, Enterprise iSensor IPS/IDS appliances, LogVault appliance, AETD appliance, and AMPD sensor appliances.
- 3) These terms shall apply only to Service Enabler Device(s) supplied as part of a subscription service, as specified on the applicable Service Order.
- 4) Service Enabler Device(s) covered under the Subscription Program fees also include:
 - a) Secureworks Managed or Monitored Managed Security Service ("MSS")
 - b) Firmware
 - c) Software
 - d) Maintenance
 - e) Hardware Warranty
 - f) Technical Support
 - g) Security Content
 - h) And future upgrades performed in accordance with lifecycle policy
- 5) The Subscription Program only covers Secureworks Service Enabler Device(s) leased by Customer. Any performance, damage, repair and/or other warranty issues, or claims with respect to non-Secureworks-branded hardware or equipment must be addressed with the applicable OEM manufacturer.
- 6) Secureworks' obligation to comply with the Subscription Program and any Covered Returns and Replacement Service Enabler Device(s) is contingent upon, and subject to, the assistance and availability of Customer's (onsite) personnel for assistance in the: (x) diagnosis and troubleshooting of problems with existing Service Enabler Device(s) and (y) replacement and installation of the replacement Service Enabler Device(s).
- 7) Covered Returns and Replacement Service Enabler Device(s) do not include Secureworks Service Enabler Device(s) returned by Customer that are no longer performing due to the unauthorized use of, physical damage to, or misuse or abuse of the Service Enabler Device(s) by Customer or third-parties acting on Customer's behalf, as determined by Secureworks in its sole and reasonable discretion. In addition, Covered Returns and Replacement Service Enabler Device(s) pursuant to the Subscription Program do not include damage to Service Enabler Device(s) due to any of the following circumstances:
 - a) Damage due to lightning or other climate problems (including, but not limited to, exposure to excessive light, heat, flooding, and the like);
 - b) Opening of Service Enabler Device(s) by any person other than a Secureworks authorized personnel;
 - c) Unauthorized loading or modification of the Software other reprogramming of the Service Enabler Device(s);

- d) Unauthorized linking of the Service Enabler Device(s) with other Customer equipment or systems;
 - e) Cracks in Service Enabler Device(s), dents to chassis or apparatus, or other damage caused by dropping, or other mishandling, misuse, or abuse to the Service Enabler Device;
 - f) Presence of liquids (or residue there from) or the excessive presence of other extraneous materials inside the Service Enabler Device(s) (including, but not limited to, dust, hair, dirt, or grime);
 - g) Inability to rack the Service Enabler Device(s); and
 - h) Improper powering down of the Service Enabler Device(s).
- 8) Secureworks shall bill Customer, and Customer agrees to pay, for replacement Service Enabler Device(s) that are not considered Covered Returns and Replacement Service Enabler Device(s) under the Subscription Program.
- 9) Secureworks aims to replace Service Enabler Device(s) under an active Subscription Program should they fail in the field. In some countries, import processes of the foreign country may impact exchange times for Covered Returns and Replacement Service Enabler Device(s) under the Subscription Program. Customers planning to deploy Service Enabler Device(s) in countries where import processes can be lengthy are strongly encouraged to purchase spare or failover Service Enabler Device(s) to maintain within the applicable country for immediate use in the event of a failed Service Enabler Device.
- 10) Upon expiration or termination of the Subscription Program, Customer shall return the Service Enabler Device(s) to Secureworks in the same condition as such Service Enabler Device(s) was received by Customer as of the original shipment date, reasonable wear and tear excepted, and shall cease use of, and uninstall or delete all Software or Software components associated with the Service Enabler Device(s) that may have been present on the Customer network. Customer shall pay all shipping charges associated with Customer's return of the Service Enabler Device(s) to Secureworks.

7.7 Red Cloak Endpoint Sensor Software Installation, Management, Maintenance and Limitation of Liability

- 1) The installation, ongoing management, and maintenance of endpoint sensor software are the sole responsibility of Customer.
- 2) Customer can install and perform ongoing management of the Endpoint Sensor software by utilizing both the RC Portal and the RC Portal guide in combination with the Customer's software distribution process.
- 3) The Customer is responsible for ensuring all Endpoints report into the RC Portal at least once every thirty (30) days. Any Endpoint that has not communicated properly in the last thirty (30) days will no longer be monitored, will not be included in other analytics, and will not be included in the total Endpoint count displayed in the RC Portal.
- 4) Secureworks will make available a list of supported Endpoint Sensor versions. Secureworks will provide 60 days' notice of upcoming end-of-support for a given version. Any Endpoint that is past the end-of-support date will not be supported or allowed to be connected to the Red Cloak Portal.
- 5) SECUREWORKS WILL NOT BE RESPONSIBLE FOR ANY LOSSES, COSTS, OR DAMAGES RELATING TO THE INSTALLATION OF THE END POINT USER SOFTWARE. SECUREWORKS STRONGLY RECOMMENDS THAT THE CUSTOMER INSTALL AND EVALUATE ENDPOINT SENSOR SOFTWARE IN A TEST ENVIRONMENT AND DEPLOY IT IN SMALL BATCHES IN ACCORDANCE WITH CUSTOMER'S CHANGE MANAGEMENT POLICIES TO ENSURE THERE ARE NO ISSUES BEFORE IMPLEMENTING IT AS TO ITS ENTIRE INFRASTRUCTURE.

- 6) SECUREWORKS WILL NOT BE RESPONSIBLE FOR ANY IMPACT THAT MAY BE INCURRED FROM INSTALLING ENDPOINT SENSOR SOFTWARE ON AN UNSUPPORTED OPERATING SYSTEM OR CUSTOM BUILT IMAGE.
- 7) SECUREWORKS WILL NOT BE RESPONSIBLE FOR ANY IMPACT FROM CUSTOMER'S FAILURE TO COMPLY WITH THE ENDPOINT SENSOR SOFTWARE UPDATING PROCESS.
- 8) SECUREWORKS WILL NOT BE RESPONSIBLE FOR ANY LOSSES, COSTS, OR DAMAGES RELATING TO THE INSTALLATION OF THE END POINT USER SOFTWARE ON ANY ENDPOINTS NOT OWNED BY THE CUSTOMER.
- 9) THE SOFTWARE MAY COME BUNDLED OR OTHERWISE BE DISTRIBUTED WITH OPEN SOURCE OR OTHER THIRD PARTY SOFTWARE, WHICH IS SUBJECT TO THE TERMS AND CONDITIONS OF THE SPECIFIC LICENSE UNDER WHICH IT IS DISTRIBUTED. OPEN SOURCE SOFTWARE IS PROVIDED BY SECUREWORKS "AS IS" WITHOUT ANY WARRANTY, EXPRESS, IMPLIED, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. SECUREWORKS SHALL HAVE NO RESPONSIBILITY FOR ANY DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) ARISING IN ANY WAY OUT OF THE USE OF OPEN SOURCE SOFTWARE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. UNDER CERTAIN OPEN SOURCE SOFTWARE LICENSES, YOU ARE ENTITLED TO OBTAIN THE CORRESPONDING SOURCE FILES. YOU MAY FIND CORRESPONDING SOURCE FILES FOR THE SOFTWARE IN THE RED CLOAK PORTAL.

7.7.1 Endpoint Sensor Count and Contract Alignment

It is Customer's responsibility to ensure the contracted amount of endpoints is not exceeded. If at any time throughout the course of the agreement, Secureworks determines that Customer's total number of endpoints exceeds the number of endpoints contracted for, a change order will be required. The change order will reflect both the change in the number of endpoints, as well as the corresponding increase in charges. Customer hereby agrees to execute any such change order and to pay for any corresponding increase in charges.

7.7.2 Contract Termination and Endpoint Sensor Software Removal

Secureworks will decommission all Customer domain(s) immediately upon the termination date or end date of the Agreement. Once a contract is terminated it is Customer's responsibility to remove all Endpoint Sensor software from its environment by the termination date. SECUREWORKS WILL NOT BE RESPONSIBLE FOR ANY LOSSES, DAMAGES, OR COSTS RELATING TO CUSTOMER'S FAILURE TO REMOVE ALL ENDPOINT SENSOR SOFTWARE FROM ITS ENVIRONMENT AS OF THE TERMINATION DATE.

8 Glossary

Term	Description
Advanced Endpoint Threat Detection Red Cloak	A managed security service that monitors endpoints running on compatible operating systems for signs of advanced threat actor activity, searches for specific indicators of compromise, keeps the threat intelligence up to date, analyzes the telemetry data, and sends alerts to Customer with recommendations on how to proceed should threat activity be indicated.

Bandwidth	The amount of network traffic, measured in bits per second, that is being inspected by the associated iSensor
Counter Threat Appliance ("CTA")	A device used to monitor customer network and environment for security threats and is also part of the Red Cloak analytics infrastructure.
Counter Threat Platform ("CTP")	A Secureworks proprietary Managed Security Services platform that ingests log data to produce events within the CTP system, which are then correlated and analyzed to protect Customer's organization from emerging and existing threats
Counter Threat Unit ("CTU")	This Secureworks unit provides intelligence that extends the visibility into cyber threats beyond the edges of a network. This intelligence, applied to the suite of services, enables organizations to resist targeted cyberattacks by expanding visibility to reduce the time it takes to see and respond to them.
Covered Returns and Replacement Device(s)	Secureworks devices that are replaced per equipment terms and conditions
Critical Incident	Critical incidents can be defined as incidents indicative of the detection of targeted malware, a threat actor operating within a client's environment, or the observation of tactics, threats, and procedures associated with known threat actors.
Customer	The contracted company named the Service Order
Customer Device(s)	One or more devices owned by Customer.
Device (s)	Any device or devices owned by Secureworks or the Customer.
Domain	Domain shall mean the Customer account(s) that are created in the Red Cloak Portal.
Due Diligence	Validation of the accuracy of information used to create the original Customer Service Order against the actual Customer environment where Services will be performed.
End of Sale ("EOS")	A date when a product is no longer available for purchase
Endpoint	An Internet-capable computing machine such as a desktop computer, laptop, smart phone, tablet, thin client, or another similar device.
Endpoint Sensor	The software that is installed on each Endpoint. These Endpoint Sensors send telemetry data to the management application allowing Service to be delivered.
Event Flow Disruption ("EFD")	A check called to detect for devices that are not sending logs to Secureworks as expected, where they once were.

Hosted Counter Threat Appliance ("HCTA")	A hosted Secureworks-proprietary appliance that will be used in the secure delivery of the Service.
Identified Changes	Changes in the types (i.e. hardware make and/or model and software package or version) of equipment, the number of locations, or the quantities of equipment (including sensors) to be provisioned identified through the due diligence process.
Incident Investigation	The output of Secureworks' examination into a RC security incident generated and escalated to Customer by Secureworks. Incident Investigations are performed on a per-incident basis and require that an Endpoint Sensor be deployed on all of the Endpoints being investigated.
Managed Device(s)	Secureworks or Customer-owned devices managed by Secureworks
Managed Security Services ("MSS")	Secureworks Managed Security Services portfolio of services and delivery team
Master Service Agreement ("MSA")	Master Service Agreement or Secureworks Services Schedule is the detailed legal contract document defining Customer and Secureworks responsibilities in the implementation and delivery of services
Monitored Device	Customer device that is monitored by Secureworks
Multi-Purpose Logic Engine ("MPLE")	Secureworks 'proprietary tool used identify, in real time, patterns that may indicate malicious activity.
PCI SAQ	PCI Self-Assessment Questionnaires (SAQ) is a validation tool for qualifying merchants and service providers that are neither required to undergo an on-site data security assessment nor submit a report on compliance (ROC). The purpose of the SAQ is to assist organizations in self-evaluating compliance with the PCI DSS.
Product Customers	Customers that purchase a Device and separate service subscription management and monitoring of the purchased device.
Program	Shortened name for Secureworks Maintenance Terms and Conditions.
Red Cloak Portal	Secureworks provides Customer with access to Secureworks' secure and proprietary Red Cloak Portal (RC Portal) to access additional capabilities that are not available through the CTP Portal. The RC Portal may only be accessed by Secureworks and personnel authorized by the Customer. All information received by Customer through the RC Portal is solely for Customer's internal use and may not be re-distributed, resold, or otherwise transmitted outside of Customer's organization

Return Materials Authorization ("RMA")	Secureworks' process to initiate and fulfill the return of hardware and/or software being managed by Secureworks that is determined to be in a failed or faulty state that requires replacement on the Customer's behalf.
Secureworks Client Portal ("Portal")	An online repository where customers can find information related to their contract and other Secureworks services information.
Security Events	This is a log generated from a control on Customer network that has observed activity that may be malicious, anomalous, or informational within the context of what the control is monitoring. All Security Events are included in an Incident, but a Security Incident depends on the existence of Security Events.
Security Incident	A ticket that comprises an event (log) or group of events (logs) that is deemed high severity by the SOC in accordance with Secureworks' event handling process.
Security Operations Center ("SOC")	The Secureworks specialized secure operations center unit that delivers the Service.
Security Risk Consulting Services ("SRC")	Secureworks Security Risk and Consulting services portfolio and delivery team
Service Bundle Customer	Customers who purchase a service bundle that includes all Product Customer services and device upgrades or replacements.
Server Groups	Servers monitored in Amazon Web Services (AWS) with vCTA/cloud
Service (s)	The Secureworks managed service that is defined in the Service Description.
Service Description	The short name for Service Description and Service Level Agreement or this document.
Service Enabler Device(s)	A device that allows Secureworks to perform a defined service to the customer (e.g. CTA).
Service Commencement Date	The agreed upon date between Secureworks and Customer for the Services to start.
Service Initiation Form ("SIF")	The form used by Secureworks to gather Customer information to initiate service.
Service Level Agreement ("SLA")	A binding agreement to meet defined service delivery standards
Service Order	The contract vehicle containing contracted company information and Service (s) pricing and other legal and financial details.
Statement of Work ("SOW")	Detailed legal document describing contracted Secureworks services to customer.

Subscription Program	Shortened name for Secureworks Subscription Program Terms and Conditions.
Users	A Customer end user, i.e., any individual network User within Customer's environment for which the Service is being provided.

ATTACHMENT 3
Secureworks Service Order
Sample

Secureworks®

SERVICE ORDER

SecureWorks, Inc.
 One Concourse Parkway
 Atlanta GA 30328
 United States
 Phone: (404) 327-6339
 Fax: (404) 728-0144

General Information			
Proposal Code	Q581768.4	Payment Terms	Net 30
Proposal Date	2/26/2020	Billing Frequency	Annual
Account Manager	Brian Frazier	Order Type	New
Association	None	Currency	USD
Bill To	Mighty Oak Technology 1960 Chicago Ave Ste E9 Riverside CA 92507-2312 US	Ship To	Acorn Technology Services [REDACTED] United States

Customer Contact Information		Reseller Contact Information	
Name	[REDACTED]	Name	Mickey Mcguire
Title	[REDACTED]	Title	President
Phone	[REDACTED]	Phone	(951) 784-3500
Email	[REDACTED]	Email	mmcguire@acorntechservices.com

SecureWorks, Inc. Contact Information			
Prepared By	Brian Frazier	Manager	Scott Ernst
Title	Account Executive 2 Direct Sales	Title	Regional Director of Sales
Phone	(404) 327-6339	Phone	(404) 486-4457
Email	bfrazier@secureworks.com	Email	sernst@secureworks.com

New	Product	SKU	Qty	Term	Years	Price
Endpoint Services						
	Managed Endpoint Services: Hosted AETD Red Cloak: Standard: 30 Days Ret: 101 To 500 Endpoints	MMES-S-AETD-RC-STD-3 0D-000500	200	1 - Year	1	[REDACTED]
Packaged Services						
	Secureworks Detect and Prevent Package: Small: Up to 10 Devices	PKG-DP-02-00010-0001	1	1 - Year	1	[REDACTED]
Miscellaneous						
	MSS Enterprise Activation and Installation	MSS-SetUp	1	N/A	N/A	[REDACTED]
	Shipping and Handling	SHIP-0007	1	N/A	N/A	[REDACTED]
Total (excluding any applicable taxes)						[REDACTED]

Notes

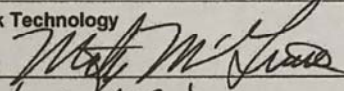
The charges reflected hereunder do not include taxes. Unless Reseller has provided SecureWorks, Inc. ("SecureWorks") with a valid resale or exemption certificate, Reseller will be responsible for any sales, use, value-added or import taxes, customs duties or similar taxes, if applicable, assessed in accordance with applicable law with respect to the provision of the Services or goods received from SecureWorks which shall be invoiced separately. If Reseller is required by law to withhold or deduct an amount from payments due to SecureWorks under this agreement, Reseller shall include such additional amount to SecureWorks with its payment to ensure that SecureWorks receives, after such withholding or deduction, the amount that it would have been paid had no withholding or deduction been required.

SecureWorks shall send Reseller an invoice for the MSS Service fees and any other one-time fees on or after the Service Commencement Date (as defined in the MSA). SecureWorks has the unilateral right to cancel any Service Order, or portion thereof, as to Services that are not implemented within six (6) months after execution of the Service Order.

Notwithstanding any other terms in this Service Order or the Agreement, on or after the date of the initial installation or activation of any of the above items listed under "Packaged Services", SecureWorks may invoice Customer for all items and amounts listed under "Packaged Services".

This Service Order is issued under and subject to the Parties' Reseller/Partner Agreement. Any purchase order terms and conditions issued for the same services are null and void. Any changes made by Reseller to this Service Order not authorized and initialed by SecureWorks are null and void.

Billing Contact Information - This is where your invoice will be emailed		Billing Frequency: Annual Initial Here: _____
Contact Name: <u>Broke Berger</u>	Phone/Fax#: <u>951-784-3500</u>	Is Customer Tax Exempt? No
Role: <u>VP Accounting</u>	Billing Portal: <u>Y^(N)</u>	Will a P.O. be required for payment? No*
Email: <u>billing@acomtechservices.com</u>	If Y, what Portal Provide: _____	* Customer agrees and represents that issuance of a Purchase Order is not required for Customer to purchase Services under this Service Order or meet its payment obligations for such Services.

SecureWorks, Inc. <u>Deborah Bernhardt</u> Deborah Bernhardt Contract Consultant 2/26/2020	Reseller: Mighty Oak Technology Authorized Signature: <u></u> Print Name: <u>Mickey McGuire</u> Title: <u>CEO</u> Date: <u>3/31/20</u>
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City Council Agenda Report

ITEM NO. 17

DATE: May 6, 2020

FROM: Stephanie DeWolfe, City Manager

PREPARED BY: Lucy Demirjian, Assistant to the City Manager

SUBJECT: **Approval of a Letter of Support to the Legislative Proposal to Form a Commission to Examine the Federal Response to the Coronavirus Pandemic**

Recommendation Action

It is recommended that the City Council approve a letter of support for the formation of a bipartisan commission with subpoena power to provide a full accounting of the country's response to the coronavirus pandemic.

Discussion/Analysis

United States Representative Adam Schiff introduced legislation in the House (Senators Dianne Feinstein and Kamala D. Harris plan to introduce companion legislation in the Senate) to establish a bipartisan commission to review the nation's response to the pandemic similar to other investigations into such national tragedies as Pearl Harbor and September 11. The Commission will conduct a comprehensive review of the coronavirus response and make recommendations on how to be better prepared in the future.

The Coronavirus Commission would:

- Be composed of 10 members, with the same partisan balance as the 9/11 commissioners and prohibited from being current federal officials, with a variety of backgrounds in relevant fields, including public health, epidemiology, emergency preparedness, armed services, and intelligence;
- Provide a full accounting to the President, Congress, and the American people of the facts and circumstances related to the outbreak in the United States, including our preparedness, the intelligence and information we had available before the virus reached the United States, and how federal, state, and local governments, as well as the private sector, responded to the crisis;
- Hold hearings and public events to obtain information and to educate the public;
- Possess subpoena power to compel cooperation by relevant witnesses and materials from the federal government, as well as state and local governments;
- Make specific recommendations to Congress and the Executive Branch to improve our preparedness for pandemic disease;

- Have adequate staffing and resources to be able to complete expeditiously the monumental task at hand so we can be prepared for the next epidemic or pandemic to hit the nation; and
- Would not be established until February 2021, hopefully after the pandemic has been overcome and after the presidential election.

Background

The City of South Pasadena has established a Legislative Platform to streamline the approval process of legislative issues by providing staff clear direction on pertinent issues at the beginning of the legislative session. This matter is not specifically addressed in the City's legislative platform and therefore requires Council action.

The City of South Pasadena holds paramount the health, safety, and welfare of the community, and recognizes the profound impacts of the pandemic, not only as a health crisis but as a devastating social and economic crisis.

Legal Review

The City Attorney has not reviewed this item.

Fiscal Impact

There is no fiscal impact in supporting the legislative proposal.

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. Bill language (as proposed April 9, 2020)
2. Draft letter of support

ATTACHMENT 1
Bill on Commission for COVID-19 Response
as introduced April 9, 2020

.....
(Original Signature of Member)

116TH CONGRESS
2D SESSION

H. R.

To establish the Commission on the COVID-19 Pandemic in the United States.

IN THE HOUSE OF REPRESENTATIVES

Mr. SCHIFF introduced the following bill; which was referred to the Committee on _____

A BILL

To establish the Commission on the COVID-19 Pandemic in the United States.

1 *Be it enacted by the Senate and House of Representa-*
2 *tives of the United States of America in Congress assembled,*

3 **SECTION 1. SHORT TITLE; SENSE OF CONGRESS.**

4 (a) SHORT TITLE.—This Act may be cited as the
5 “National Commission on the COVID-19 Pandemic in the
6 United States Act”.

7 (b) SENSE OF CONGRESS.—It is the sense of Con-
8 gress that—

1 (1) it is crucial to understand the vulnerabilities
2 to the national security of the United States re-
3 vealed by the coronavirus disease 19 (COVID-19)
4 pandemic, especially how prepared the United States
5 would be in the future for a biological attack that
6 not only causes public health confusion and alarm
7 but also public fear similar to the level caused by a
8 terrorist attack.

9 (2) the purpose of establishing the commission
10 under section 2 is not just to look back at prior
11 practices and mistakes but to learn lessons as quick-
12 ly as possible to better protect the United States
13 going forward in the future;

14 (3) it is crucial to better understand the in-
15 creasing likelihood of pandemic threats (such as the
16 recent threats of severe acute respiratory syndrome
17 (SARS), Ebola, the 2009-H1N1 influenza, and
18 COVID-19) and health issues that the United
19 States could face during the next several decades;
20 and

21 (4) the commission established under section 2
22 should use the authority under subsection (j)(1) of
23 such section to provide the President, Congress, and
24 the public interim reports during the course of the
25 investigation.

1 **SEC. 2. COMMISSION ON THE COVID-19 PANDEMIC IN THE**
2 **UNITED STATES.**

3 (a) ESTABLISHMENT OF COMMISSION.—There is es-
4 tablished in the legislative branch the National Commis-
5 sion on the COVID-19 Pandemic in the United States (in
6 this section referred to as the “Commission”).

7 (b) PURPOSES.—The purposes of the Commission are
8 to—

9 (1) examine and report upon the facts and cir-
10 cumstances relating to, and make a full and com-
11 plete assessment and accounting of, the outbreak
12 and spread of coronavirus disease 19 (COVID-19)
13 caused by the severe acute respiratory syndrome
14 coronavirus 2 (SARS-CoV-2) in the United States
15 (in this section referred to as “COVID-19”);

16 (2) ascertain, evaluate, and report on the evi-
17 dence developed by any relevant governmental and
18 nongovernmental entities regarding the facts and
19 circumstances surrounding COVID-19;

20 (3) make a full and complete assessment and
21 accounting of the preparedness of the Federal Gov-
22 ernment, State governments, local governments, and
23 the private sector for the outbreak and spread of
24 COVID-19 in the United States;

25 (4) make a full and complete assessment and
26 accounting of the actions by the Federal Govern-

1 ment, State governments, local governments, and the
2 private sector in response to the outbreak and
3 spread of COVID–19 in the United States; and

4 (5) investigate and report to the President,
5 Congress, and the public on its findings, conclusions,
6 and recommendations to improve the ability of the
7 United States to prepare for, detect, prevent, and, if
8 necessary, respond to epidemics and pandemics such
9 as COVID–19, whether naturally occurring or
10 caused by state or non-state actors.

11 (c) COMPOSITION OF COMMISSION.—

12 (1) MEMBERS.—The Commission shall be com-
13 posed of 10 members, of whom—

14 (A) 1 member shall be appointed by the
15 President, who shall serve as chair of the Com-
16 mission;

17 (B) 1 member shall be appointed by the
18 leaders of the Senate (majority or minority
19 leader, as the case may be) of the political
20 party that is not the same political party as the
21 President, in consultation with the leader of the
22 House of Representatives (majority or minority
23 leader, as the case may be) of the same political
24 party as such Senate leaders, who shall serve as
25 vice chair of the Commission;

1 (C) 2 members shall be appointed by the
2 senior member of the Senate leadership of the
3 Democratic Party;

4 (D) 2 members shall be appointed by the
5 senior member of the leadership of the House
6 of Representatives of the Republican Party;

7 (E) 2 members shall be appointed by the
8 senior member of the Senate leadership of the
9 Republican Party; and

10 (F) 2 members shall be appointed by the
11 senior member of the leadership of the House
12 of Representatives of the Democratic Party.

13 (2) QUALIFICATIONS; INITIAL MEETING.—

14 (A) POLITICAL PARTY AFFILIATION.—Not
15 more than 5 members of the Commission shall
16 be from the same political party.

17 (B) NONGOVERNMENTAL APPOINTEES.—
18 An individual appointed to the Commission may
19 not be an officer or employee of the Federal
20 Government or any State or local government.

21 (C) QUALIFICATIONS.—It is the sense of
22 Congress that individuals appointed to the
23 Commission should be prominent United States
24 citizens, with national recognition and signifi-
25 cant depth of experience in such professions as

1 public health, medicine (including epidemi-
2 ology), governmental service, academia, home-
3 land security, the armed services, emergency
4 preparedness and management, law, public ad-
5 ministration, and intelligence.

6 (D) DEADLINE FOR APPOINTMENT.—All
7 members of the Commission shall be appointed
8 during the period beginning January 21, 2021,
9 and ending February 5, 2021.

10 (E) INITIAL MEETING.—The Commission
11 shall meet and begin the operations of the Com-
12 mission as soon as practicable, but not later
13 than March 5, 2021.

14 (3) QUORUM; VACANCIES.—After its initial
15 meeting, the Commission shall meet upon the call of
16 the chair or a majority of its members. Six members
17 of the Commission shall constitute a quorum. Any
18 vacancy in the Commission shall not affect its pow-
19 ers, but shall be filled in the same manner in which
20 the original appointment was made.

21 (4) IN-PERSON MEETINGS.—The members of
22 the Commission shall conduct its meetings in person
23 unless such in-person meetings would pose a health
24 risk or significant practical challenges.

1 (d) FUNCTIONS OF COMMISSION.—The functions of
2 the Commission are to—

3 (1) conduct an investigation that—

4 (A) addresses the matters specified in sub-
5 section (b);

6 (B) investigates relevant facts and cir-
7 cumstances relating to the outbreak and spread
8 of COVID–19 in the United States, and the re-
9 sponse to such outbreak and spread, including
10 with respect to any relevant legislation, Execu-
11 tive order, regulation, plan, policy, practice, or
12 procedure; and

13 (C) may include relevant facts and cir-
14 cumstances relating to—

15 (i) Federal, State, and local authori-
16 ties with responsibilities relevant to the
17 outbreak and spread of COVID–19 in the
18 United States, including such authorities
19 with responsibilities relating to public
20 health, emergency management, and epi-
21 demic and pandemic preparedness and re-
22 sponse;

23 (ii) private sector organizations;

24 (iii) intelligence agencies and law en-
25 forcement agencies;

1 (iv) diplomacy and international co-
2 ordination;

3 (v) immigration and border control;

4 (vi) the role of congressional oversight
5 and resource allocation; and

6 (vii) other activities of the public and
7 private sectors determined relevant by the
8 Commission for its inquiry;

9 (2) identify, review, and evaluate the lessons
10 learned from the outbreak and spread of COVID-19
11 in the United States, and the response to such out-
12 break and spread, regarding the structure, coordina-
13 tion, management, policies, procedures, and actions
14 of Federal, State, and local governments and non-
15 governmental entities relative to preparing for, de-
16 tecting, preventing, and responding to epidemics and
17 pandemics, whether naturally occurring or caused by
18 a state or non-state actor; and

19 (3) submit to the President and Congress, and
20 make publicly available, such reports as are required
21 by this section containing such findings, conclusions,
22 and recommendations as the Commission shall de-
23 termine, including proposing organization, coordina-
24 tion, planning, management arrangements, proce-
25 dures, rules, and regulations.

1 (e) POWERS OF COMMISSION.—

2 (1) IN GENERAL.—

3 (A) HEARINGS AND EVIDENCE.—The
4 Commission or, as delegated by the chair and
5 vice chair, any subcommittee or member there-
6 of, may, for the purpose of carrying out this
7 section—

8 (i) hold such hearings and sit and act
9 at such times and places, take such testi-
10 mony, receive such evidence, administer
11 such oaths, as the Commission or such
12 designated subcommittee or designated
13 member may determine advisable; and

14 (ii) subject to subparagraph (B)(i),
15 require, by subpoena or otherwise, the at-
16 tendance and testimony of such witnesses
17 and the production of such books, records,
18 correspondence, memoranda, papers, and
19 documents, as the Commission or such
20 designated subcommittee or designated
21 member may determine advisable.

22 (B) ISSUANCE OF SUBPOENAS.—

23 (i) IN GENERAL.—A subpoena may be
24 issued under this paragraph only—

1 (I) by the agreement of the chair
2 and the vice chair; or

3 (II) by the affirmative vote of 6
4 members of the Commission.

5 (ii) SIGNATURE.—Subject to clause
6 (i), subpoenas issued under this paragraph
7 may be issued under the signature of the
8 chair or any member designated by a ma-
9 jority of the Commission, and may be
10 served by any person designated by the
11 chair or by a member designated by a ma-
12 jority of the Commission.

13 (C) ENFORCEMENT OF SUBPOENAS.—

14 (i) IN GENERAL.—In the case of con-
15 tumacy or failure to obey a subpoena
16 issued under this paragraph, the United
17 States district court for the judicial district
18 in which the subpoenaed person resides, is
19 served, or may be found, or where the sub-
20 poena is returnable, may issue an order re-
21 quiring such person to appear at any des-
22 ignated place to testify or to produce docu-
23 mentary or other evidence. Any failure to
24 obey the order of the court may be pun-

1 ished by the court as a contempt of that
2 court.

3 (ii) ADDITIONAL ENFORCEMENT.—In
4 the case of any failure of any witness to
5 comply with any subpoena or to testify
6 when summoned under authority of this
7 subsection, the Commission may, by major-
8 ity vote, certify a statement of fact consti-
9 tuting such failure to the appropriate
10 United States attorney, who shall bring the
11 matter before the grand jury for its action,
12 under the same statutory authority and
13 procedures as if the United States attorney
14 had received a certification under sections
15 102 through 104 of the Revised Statutes
16 of the United States (2 U.S.C. 192
17 through 194).

18 (2) CONTRACTING.—The Commission may, to
19 such extent and in such amounts as are provided in
20 appropriation Acts, enter into contracts to enable
21 the Commission to discharge its duties under this
22 section.

23 (3) INFORMATION FROM FEDERAL AGENCIES.—

24 (A) IN GENERAL.—The Commission is au-
25 thorized to secure directly from any executive

1 department, bureau, agency, board, commission,
2 office, independent establishment, or instrumen-
3 tality of the Government, information, sugges-
4 tions, estimates, and statistics for the purposes
5 of this section. Each department, bureau, agen-
6 cy, board, commission, office, independent es-
7 tablishment, or instrumentality shall, to the
8 fullest extent permitted by law, furnish such in-
9 formation, suggestions, estimates, and statistics
10 directly to the Commission, upon request made
11 by the chair, the chair of any subcommittee cre-
12 ated by a majority of the Commission, or any
13 member designated by a majority of the Com-
14 mission.

15 (B) RECEIPT, HANDLING, STORAGE, AND
16 DISSEMINATION.—Information shall only be re-
17 ceived, handled, stored, and disseminated by
18 members of the Commission and its staff con-
19 sistent with all applicable statutes, regulations,
20 and Executive orders.

21 (4) ASSISTANCE FROM FEDERAL AGENCIES.—

22 (A) GENERAL SERVICES ADMINISTRA-
23 TION.—The Administrator of General Services
24 shall provide to the Commission on a reimburs-
25 able basis administrative support and other

1 services for the performance of the Commis-
2 sion's functions.

3 (B) OTHER DEPARTMENTS AND AGEN-
4 CIES.—In addition to the assistance prescribed
5 in subparagraph (A), departments and agencies
6 of the United States may provide to the Com-
7 mission such services, funds, facilities, staff,
8 and other support services as they may deter-
9 mine advisable and as may be authorized by
10 law.

11 (5) GIFTS.—The Commission may accept, use,
12 and dispose of gifts or donations of services or prop-
13 erty.

14 (6) POSTAL SERVICES.—The Commission may
15 use the United States mails in the same manner and
16 under the same conditions as departments and agen-
17 cies of the United States.

18 (f) NONAPPLICABILITY OF FEDERAL ADVISORY COM-
19 MITTEE ACT.—

20 (1) IN GENERAL.—The Federal Advisory Com-
21 mittee Act (5 U.S.C. App.) shall not apply to the
22 Commission.

23 (2) PRESUMPTION FOR PUBLIC MEETINGS.—

24 (A) OPEN TO THE PUBLIC.—The Commis-
25 sion shall make its hearings and meetings open

1 to the public unless the chair and vice chair de-
2 termine by consensus, on a case-by-case basis,
3 that the hearing or meeting should be closed to
4 the public.

5 (B) PROTECTION OF INFORMATION.—Any
6 public meeting or hearing of the Commission
7 shall be conducted in a manner consistent with
8 the protection of information provided to or de-
9 veloped for or by the Commission as required
10 by any applicable statute, regulation, or Execu-
11 tive order.

12 (g) STAFF OF COMMISSION.—

13 (1) IN GENERAL.—

14 (A) APPOINTMENT AND COMPENSATION.—
15 The chair, in consultation with vice chair, in ac-
16 cordance with rules agreed upon by the Com-
17 mission, may appoint and fix the compensation
18 of a staff director and such other personnel as
19 may be necessary to enable the Commission to
20 carry out its functions, without regard to the
21 provisions of title 5, United States Code, gov-
22 erning appointments in the competitive service,
23 and without regard to the provisions of chapter
24 51 and subchapter III of chapter 53 of such
25 title relating to classification and General

1 Schedule pay rates, except that no rate of pay
2 fixed under this subsection may exceed the
3 equivalent of that payable for a position at level
4 V of the Executive Schedule under section 5316
5 of title 5, United States Code.

6 (B) PERSONNEL AS FEDERAL EMPLOY-
7 EES.—

8 (i) IN GENERAL.—The staff director
9 and any personnel of the Commission who
10 are employees shall be employees under
11 section 2105 of title 5, United States
12 Code, for purposes of chapters 63, 81, 83,
13 84, 85, 87, 89, and 90 of that title.

14 (ii) MEMBERS OF COMMISSION.—
15 Clause (i) shall not be construed to apply
16 to members of the Commission.

17 (2) DETAILEES.—Any Federal Government em-
18 ployee may be detailed to the Commission without
19 reimbursement from the Commission, and such
20 detailee shall retain the rights, status, and privileges
21 of his or her regular employment without interrup-
22 tion.

23 (3) CONSULTANT SERVICES.—The Commission
24 is authorized to procure the services of experts and
25 consultants in accordance with section 3109 of title

1 5, United States Code, but at rates not to exceed the
2 daily rate paid a person occupying a position at level
3 IV of the Executive Schedule under section 5315 of
4 title 5, United States Code.

5 (h) COMPENSATION AND TRAVEL EXPENSES.—

6 (1) COMPENSATION.—Each member of the
7 Commission may be compensated at not to exceed
8 the daily equivalent of the annual rate of basic pay
9 in effect for a position at level IV of the Executive
10 Schedule under section 5315 of title 5, United
11 States Code, for each day during which that member
12 is engaged in the actual performance of the duties
13 of the Commission.

14 (2) TRAVEL EXPENSES.—While away from
15 their homes or regular places of business in the per-
16 formance of services for the Commission, members
17 of the Commission shall be allowed travel expenses,
18 including per diem in lieu of subsistence, in the
19 same manner as persons employed intermittently in
20 the Government service are allowed expenses under
21 section 5703(b) of title 5, United States Code.

22 (i) SECURITY CLEARANCES FOR COMMISSION MEM-
23 BERS AND STAFF.—The appropriate Federal agencies or
24 departments shall cooperate with the Commission in expe-
25 ditiously providing to the Commission members and staff

1 appropriate security clearances to the extent possible pur-
2 suant to existing procedures and requirements, except that
3 no person shall be provided with access to classified infor-
4 mation under this section without the appropriate security
5 clearances.

6 (j) REPORTS OF COMMISSION.—

7 (1) INTERIM REPORTS.—The Commission may
8 submit to the President and Congress, and make
9 publicly available, interim reports containing such
10 findings, conclusions, and recommendations for cor-
11 rective measures as have been agreed to by a major-
12 ity of Commission members.

13 (2) FINAL REPORT.—Not later than the date
14 described in paragraph (3)(A), the Commission shall
15 submit to the President and Congress, and make
16 publicly available, a final report containing such
17 findings, conclusions, and recommendations for cor-
18 rective measures as have been agreed to by a major-
19 ity of Commission members.

20 (3) DEADLINE.—

21 (A) DATE DESCRIBED.—The date de-
22 scribed in this subparagraph is October 15,
23 2021, unless not fewer than 8 members of the
24 Commission vote for a 90-day extension.

1 (B) NUMBER OF EXTENSIONS.—The Com-
2 mission may make not more than 3 extensions
3 under subparagraph (A).

4 (C) NOTIFICATION.—The Commission
5 shall notify the President, Congress, and the
6 public of each extension under subparagraph
7 (A).

8 (k) TERMINATION.—

9 (1) IN GENERAL.—The Commission, and all the
10 authorities of this section, shall terminate 90 days
11 after the date on which the final report is submitted
12 under subsection (j)(2).

13 (2) ADMINISTRATIVE ACTIVITIES BEFORE TER-
14 MINATION.—The Commission may use the 90-day
15 period referred to in paragraph (1) for the purpose
16 of concluding its activities, including providing testi-
17 mony to committees of Congress concerning its re-
18 ports, disseminating the final report, and explaining
19 to the public such reports and the conclusions of the
20 Commission.

21 (l) FUNDING.—

22 (1) AUTHORIZATION OF APPROPRIATIONS.—
23 There is authorized to be appropriated to the Com-
24 mission such sums as may be necessary for any fis-
25 cal year, half of which shall be derived from the ap-

1 plicable account of the House of Representatives,
2 and half of which shall be derived from the contin-
3 gent fund of the Senate.

4 (2) DURATION OF AVAILABILITY.—Amounts
5 made available to the Commission under paragraph
6 (1) shall remain available until the termination of
7 the Commission.

8 (3) NOTICE.—The chair shall promptly notify
9 Congress if the chair determines that the amounts
10 made available to the Commission under paragraph
11 (1) are insufficient for the Commission to carry out
12 its duties, including during an extended period de-
13 scribed in subsection (j)(3).

ATTACHMENT 2
Draft Letter of Support



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

May 6, 2020

The Honorable Adam Schiff
United States House of Representatives
2269 Rayburn House Office Building
Washington, DC 20515

RE: SUPPORT OF BILL TO ESTABLISH COMMISSION ON COVID-19 PANDEMIC

Dear Congressman Schiff,

The COVID-19 global health pandemic has impacted communities of all sizes throughout the state of California. Cities and towns alike continue to grapple with daily health and economic challenges while concurrently planning for a brighter, safer future. The City of South Pasadena will continue to face these challenges head on and commend your efforts to establish a bipartisan commission to investigate our country's response to this national emergency. We must have a thorough understanding of our response and missteps to prevent a future tragedy of this magnitude.

The swift and decisive action taken by the House and Senate to pass the bipartisan CARES Act has provided critical relief to families across California. As this federal support continues to bolster local economies, the appropriate and much-needed next step is reviewing the facts and failures of our federal response. Similar to other investigations into such national tragedies as Pearl Harbor and September 11, it is clear that a comprehensive and authoritative review of the Covid-19 pandemic will be required to learn from mistakes to prevent history from tragically repeating itself.

As elected officials representing many constituents, we are first and foremost accountable to the public we serve. The sweeping disruption to public life caused by this pandemic has touched every American. The City of South Pasadena holds paramount the health, safety, and welfare of the community, and recognizes the profound impacts of the pandemic, not only as a health crisis but as a devastating social and economic crisis.

The investigation of relevant facts and circumstances relating to the outbreak and spread of COVID-19 and the response will reveal a complete assessment of the preparedness of the Federal Government, State governments, local governments, and the private sector. The findings and

conclusions of the Commission will serve to improve the ability of the United States to prepare for, detect, prevent, and, if necessary, respond to epidemics and pandemics in the future.

As we begin to process the overwhelming and long-term impacts of this crisis, a comprehensive review of the national response is warranted. The City of South Pasadena thanks you for your continued attention to our concerns during this unprecedented time and for your leadership on this issue.

Sincerely,

A handwritten signature in blue ink, appearing to read "Robert S. Joe". The signature is fluid and cursive, with the first name "Robert" and last name "Joe" clearly legible.

Robert S. Joe
Mayor
City of South Pasadena

cc. U.S. Representative Judy Chu
U.S. Senator Dianne Feinstein
U.S. Senator Kamala Harris



City Council Agenda Report

ITEM NO. 18

DATE: May 6, 2020

FROM: Stephanie DeWolfe, City Manager

PREPARED BY: Lucy Demirjian, Assistant to the City Manager
Karen Aceves, Finance Director

SUBJECT: **Authorize the City Manager to Execute a Professional Services Agreement with True North Research, Inc., to Design, Conduct, and Analyze a Professional Poll for a Total Not-To-Exceed Amount of \$24,950**

Recommendation Action

It is recommended that the City Council authorize the City Manager to execute a Professional Services Agreement (PSA) with True North Research, Inc. (True North) to conduct a professional poll for a total not-to-exceed amount of \$24,950.

Commission Review and Recommendation

This matter was not reviewed by a commission.

Discussion/Analysis

The City conducts an annual professional poll to provide an understanding of residents' opinions, priorities, and preferences with respect to municipal services for performance measurement, planning, and budgeting purposes. The survey is typically designed to:

- Gauge opinions regarding revenue measures and related service impacts.
- Identify key issues of importance for residents, as well as their perceptions of the quality of life in South Pasadena.
- Measure residents' overall satisfaction with the City's efforts to provide municipal services, and their satisfaction with a variety of specific services.

With the economic uncertainties resulting from the COVID-19 pandemic, the City will face significant financial challenges in the coming years. Additionally, the City's UUT is set to expire on June 30, 2022 furthering the impacts to the City's budget. As the City explores ways to manage its resources in the midst of a pandemic, this revenue source continues to be critical to delivery of core city services, including police fire and maintenance of streets and parks. A professional poll, to be conducted in May 2020, will query the residents on expenditure priorities and potential revenue measures to inform upcoming budgets and make every attempt to preserve critical core services.

Creating revenue measures that are ultimately approved by the necessary percentage of voters is difficult, especially in the State of California. Successful measures require insightful research and sound, strategic advice. Staff recommends conducting a survey to produce an unbiased, statistically reliable evaluation of voters' interest in extending the existing UUT, as well as identify how best to align the measure with community priorities and prepare it for voter approval.

Background

The COVID-19 pandemic has proven to be more than just a public health emergency. Cities across the state and the nation face severe revenue shortfalls and increased emergency costs due to the impact of the COVID-19 pandemic. A recent study by the League of California Cities anticipates a \$7 billion general revenue shortfall over the next two fiscal years, and the shortfall will grow by billions of dollars if COVID-19 stay-at-home orders extend into the summer months and beyond. Nine out of 10 cities in California project that these shortfalls will lead to service cuts or furloughs and layoffs, and nearly 3 in 4 cities report they may take both actions.

The financial consequences of this crisis are significant in multiple respects. Social distancing and stay-at-home orders have curtailed activities that would normally provide economic stimulus to the area. Here in South Pasadena most of the businesses on Mission Street have closed, and those that can remain open continue to struggle to provide services. The totality of it all has resulted in immediate and significant financial implications; \$1.6 million shortfall through June 30, 2020; and an additional \$ 3.5 million through June 30, 2021.

The City's UUT is the second largest revenue source (\$3.4 million) or 12% of the General Fund. The UUT will sunset in 2022 unless renewed by voters on the ballot in 2020. The loss of these dollars, on top of the cuts already necessary, would disable the City, eliminating more than 23% of the City's operating budget in total. With more than 50% of the annual budget allocated to public safety, the remaining budget would not be sufficient for the City to comply with State mandates for core operations such as finance, planning, and public works.

History of UUT

Residents of South Pasadena currently pay a Utility Users Tax (UUT) for water, gas, electricity, telephone and cable television service. The current rate is 7.5%. The UUT is a general tax, where revenues are paid into the City's General Fund. General Fund revenues are budgeted by the City Council annually for general City services, such as police and fire protection, 9-1-1 emergency response, paramedics, parks, libraries, youth and senior programs and street maintenance and repairs.

UUT is a locally controlled tax, with 100% of the tax revenue retained by the City. Property taxes, in comparison, are controlled by the County and only 24% of what is collected from South Pasadena is received by the City. UUT tax revenue can also be used to support all government programs, it is not restricted to particular uses.

The City of South Pasadena is one fewer than 25% of California cities that provide a full range of municipal services within their boundaries, including police, fire, library, streets, and parks and recreation. UUT revenue helps the City pay for local services rather than rely on other agencies to provide these services.

Next Steps

True North Research will design, conduct, and analyze the poll. The professional poll includes both a web programmed survey and computer assisted telephone interviews. The project schedule as detailed in the scope of work aims to conduct field work from May 21 through May 31, 2020. This would expand the City's ability to gather feedback, particularly from vulnerable populations that do not have access through the web but would be open to providing feedback such as our senior populations. The full report, anticipated in mid-June, will include a detailed question-by-question analysis of results, an executive summary of the key findings and conclusions/recommendations, as well as a comprehensive set of cross tabulations showing how the answers varied by subgroups of voters.

Legal Review

The City Attorney has reviewed this item.

Fiscal Impact

The not-to-exceed amount to design and conduct the survey is \$24,950. There are sufficient funds in account 101-2010-2013-8170 to cover the contract. No formal bidding was required pursuant to SPMC Sections 2.99-29 as the consultant is a sole source, uniquely qualified to conduct the professional poll and analysis.

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: True North Research Contract

**PROFESSIONAL SERVICES AGREEMENT
FOR CONSULTANT SERVICES**

(City of South Pasadena / True North Research, 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 True North Research, Inc. (“Consultant”).

2. RECITALS

- 2.1. City has determined that it requires the following professional services from a consultant: design and conduct a community survey for performance measurement, planning, and budgeting purposes.
- 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 January 27, 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 Tamara Binns, Executive Assistant to the City Manager. The Agreement Administrator shall be the principal point of contact at the City for this project. All services under this Agreement shall be performed at the request of the Agreement Administrator. The Agreement Administrator will establish the timetable for completion of services and any interim milestones. City reserves the right to change this designation upon written notice to Consultant

- 3.3. “Approved Fee Schedule”: Consultant’s compensation rates are set forth in the fee schedule attached hereto as Exhibit B and incorporated herein by this reference. This fee schedule shall remain in effect for the duration of this Agreement unless modified in writing by mutual agreement of the parties.
- 3.4. “Maximum Amount”: The highest total compensation and costs payable to Consultant by City under this Agreement. The Maximum Amount under this Agreement is twenty-four thousand nine hundred fifty dollars (\$24,950).
- 3.5. “Commencement Date”: upon execution of contract
- 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. Lucy Demirjian 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: Community Survey on Budget Priorities
 - 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: Management Services Department, 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

Stephanie DeWolfe
City of South Pasadena
Management Services Department
1414 Mission Street
South Pasadena, CA 91030
Telephone: (626) 403-7210
Facsimile: (626) 403-7241

If to Consultant

Timothy McLarney, Ph.D.
True North Research
1592 N Coast Highway 101
Encinitas, CA 92024
Telephone: (760) 632- 9900
www.tn-research.com

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”
True North Research, Inc.

By: _____
Signature

By: _____
Signature

Printed: _____

Printed: ___ Timothy McLarney, Ph.D. ___

Title: _____

Title: ___ President _____

Date: _____

Date: ___ 2/4/2020 _____

Approved as to form:

By: _____
Teresa L. Highsmith, City Attorney

Exhibit A
Scope of Work

SCOPE OF WORK

Creating revenue measures that are ultimately approved by the necessary percentage of voters is difficult, especially in the State of California. Successful measures require insightful research and sound, strategic advice. The overriding objective of the survey is thus to produce an unbiased, statistically reliable evaluation of voters' interest in extending the existing UUT (with a potential rate increase), as well as identify how best to align the measure with community priorities and prepare it for voter approval.

The scope of services that we propose to perform for the City includes all tasks associated with designing, conducting and analyzing the survey, as well as presenting the results. Briefly, the scope of services includes:

- Meet with the City to thoroughly discuss the research objectives and methodology for the study, as well as discuss potential challenges, concerns, and issues that may surround the study.
- Develop a stratified and clustered sample of voters who—based on their voting history and registration status—are likely to participate in the November 2020 election on the natural or through targeted outreach efforts.
- Produce a draft questionnaire for the City's review and make revisions as needed until all parties approve of the instrument.
- Pre-test the survey instrument to ensure its integrity.
- CATI (Computer Assisted Telephone Interviewing) program the finalized survey instrument to ensure accurate and reliable data collection using professional, high quality interviewers.
- Web program the same survey instrument to allow for email-based recruiting and secure, password-protected online data collection to compliment the telephone recruitment and data collection.
- Complete at least 400 quality surveys according to the sampling plan and strict recruiting and interviewing protocol. It is expected that the average interview will last up to 17 minutes.
- Process the data, which includes conducting validity checks, cleaning, recoding, coding open-end responses, and adjusting for strategic oversampling (if used) through a statistical procedure known as 'weighting'.

- Prepare an initial topline report which presents the overall findings of the survey.
- Prepare a thorough report on the findings, including a detailed question-by-question analysis, description of the methodology, an executive summary of the key findings and conclusions/recommendations, as well as a comprehensive set of crosstabulations showing how the answers varied by subgroups of voters. The report will include extensive full-color Research Proposal graphics displaying the findings, as well as insightful narrative discussion of the results and their implications.
- Prepare an electronic copy of the final report to allow the City to reproduce the report as needed.
- Prepare a PowerPoint presentation of the results and present the results to the City.
- Be available to assist and provide advice to the City after the survey is complete.

Exhibit B
Fee Schedule

COSTS

True North's fixed-fee cost estimate to design and conduct the survey as described in this proposal is \$24,950. This cost is inclusive—there will be no additional charges associated with the study.

PROJECT TIME LINE

True North will work with the City of South Pasadena to establish a project schedule that meets the City's needs.

Kickoff Call: May 8

Design/Revise/Finalize questionnaire: May 8- May 14

Program & Test: May 15-20

Field: May 21-31

Data Processing: June 1-3

Topline Summary: June 4

Full Report: June 15



CERTIFICATE OF LIABILITY INSURANCE

OP ID: MH

DATE (MM/DD/YYYY)

02/04/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Tague Insurance Agency 1365 W. Vista Way Suite 200 Vista, CA 92083 Steven Tague		CONTACT NAME: Mariellen High PHONE (A/C, No, Ext): 760-729-1143 FAX (A/C, No): 760-729-1143 E-MAIL ADDRESS: mhigh@tagueins.com PRODUCER CUSTOMER ID #: TRUEN-1															
INSURED True North Research, Inc. 1592 N Coast Highway 101 Encinitas, CA 92024		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Sentinal Ins Co LTD</td> <td>11000</td> </tr> <tr> <td>INSURER B : Hartford Accident and</td> <td>22357</td> </tr> <tr> <td>INSURER C : Hartford Underwriters Ins Co</td> <td>30104</td> </tr> <tr> <td>INSURER D : Landmark American Insurance Co</td> <td>33138</td> </tr> <tr> <td>INSURER E : Hiscox Ins Co</td> <td></td> </tr> <tr> <td>INSURER F : ACE American Insurance Co</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Sentinal Ins Co LTD	11000	INSURER B : Hartford Accident and	22357	INSURER C : Hartford Underwriters Ins Co	30104	INSURER D : Landmark American Insurance Co	33138	INSURER E : Hiscox Ins Co		INSURER F : ACE American Insurance Co	
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COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

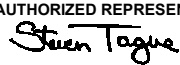
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY	X	X	72SBAAC6928	08/05/2019	08/05/2020	EACH OCCURRENCE \$ 2,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
F	<input checked="" type="checkbox"/> Foreign Liability			PHFD42274574001	06/07/2019	06/07/2020	MED EXP (Any one person) \$ 10,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						PERSONAL & ADV INJURY \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 4,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						PRODUCTS - COMPI/OP AGG \$ 4,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY	X	X	72UECUM1800	04/17/2020	04/17/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (PER ACCIDENT) \$
B	<input checked="" type="checkbox"/> HIRED AUTOS						Foreign \$ 1,000,000
B	<input checked="" type="checkbox"/> NON-OWNED AUTOS						
F	<input type="checkbox"/> Foreign Liability			PHFD42274574001	06/07/2019	06/07/2020	
	<input type="checkbox"/> UMBRELLA LIAB						EACH OCCURRENCE \$
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE \$
	<input type="checkbox"/> DEDUCTIBLE						\$
	<input type="checkbox"/> RETENTION \$						\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	72WECGD7152	03/04/2020	03/04/2021	<input checked="" type="checkbox"/> WC STATUTORY LIMITS
							<input type="checkbox"/> OTH-ER
							E.L. EACH ACCIDENT \$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Cyber Liability			8259-7195	06/12/2019	06/12/2020	Cyber 1,000,000
D	E&O/claims made			LHR837766	07/02/2019	07/02/2020	E&O 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

The City, its City Council, Commissions, officers, and employees of South Pasadena are named as additional insured with a waiver of subrogation, primary and noncontributory per attached endorsements. 30 day notice of cancellation applies

CERTIFICATE HOLDER**CANCELLATION**

CITY079 City of South Pasadena Management Services Department 1414 Mission Street South Pasadena, CA 91030	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

BUSINESS LIABILITY COVERAGE FORM

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

CITY OF SOUTH PASADENAATTN MANAGEMENT SERVICES DEPT

Location(s) Of Covered Operations:

1414 MISSION ST SOUTH PASADENA, CA 91030

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section C. – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

BUSINESS LIABILITY COVERAGE FORM

**QUICK REFERENCE
BUSINESS LIABILITY COVERAGE FORM
READ YOUR POLICY CAREFULLY**

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BUSINESS LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the stock insurance company member of The Hartford providing this insurance.

The word "insured" means any person or organization qualifying as such under Section **C.** - Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section **G.** - Liability And Medical Expenses Definitions.

A. COVERAGES

1. BUSINESS LIABILITY COVERAGE (BODILY INJURY, PROPERTY DAMAGE, PERSONAL AND ADVERTISING INJURY)

Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury", "property damage" or "personal and advertising injury" to which this insurance does not apply.

We may, at our discretion, investigate any "occurrence" or offense and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section **D.** - Liability And Medical Expenses Limits Of Insurance; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments, settlements or medical expenses to which this insurance applies.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Coverage Extension - Supplementary Payments.

- b. This insurance applies:

- (1) To "bodily injury" and "property damage" only if:

(a) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";

(b) The "bodily injury" or "property damage" occurs during the policy period; and

(c) Prior to the policy period, no insured listed under Paragraph 1. of Section **C.** - Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

(2) To "personal and advertising injury" caused by an offense arising out of your business, but only if the offense was committed in the "coverage territory" during the policy period.

c. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section **C.** - Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

(1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;

BUSINESS LIABILITY COVERAGE FORM

- (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
 - (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.
- d. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

e. Incidental Medical Malpractice

- (1) "Bodily injury" arising out of the rendering of or failure to render professional health care services as a physician, dentist, nurse, emergency medical technician or paramedic shall be deemed to be caused by an "occurrence", but only if:
 - (a) The physician, dentist, nurse, emergency medical technician or paramedic is employed by you to provide such services; and
 - (b) You are not engaged in the business or occupation of providing such services.
- (2) For the purpose of determining the limits of insurance for incidental medical malpractice, any act or omission together with all related acts or omissions in the furnishing of these services to any one person will be considered one "occurrence".

2. MEDICAL EXPENSES

Insuring Agreement

- a. We will pay medical expenses as described below for "bodily injury" caused by an accident:
 - (1) On premises you own or rent;
 - (2) On ways next to premises you own or rent; or
 - (3) Because of your operations;provided that:
 - (1) The accident takes place in the "coverage territory" and during the policy period;
 - (2) The expenses are incurred and reported to us within three years of the date of the accident; and
 - (3) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

- b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

- (1) First aid administered at the time of an accident;
- (2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and
- (3) Necessary ambulance, hospital, professional nursing and funeral services.

3. COVERAGE EXTENSION - SUPPLEMENTARY PAYMENTS

- a. We will pay, with respect to any claim or "suit" we investigate or settle, or any "suit" against an insured we defend:
 - (1) All expenses we incur.
 - (2) Up to \$1,000 for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which Business Liability Coverage for "bodily injury" applies. We do not have to furnish these bonds.
 - (3) The cost of appeal bonds or bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
 - (4) All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.
 - (5) All costs taxed against the insured in the "suit".
 - (6) Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
 - (7) All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

Any amounts paid under (1) through (7) above will not reduce the limits of insurance.

b. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:

- (1) The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
- (2) This insurance applies to such liability assumed by the insured;
- (3) The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";
- (4) The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interest of the indemnitee;
- (5) The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
- (6) The indemnitee:
 - (a) Agrees in writing to:
 - (i) Cooperate with us in the investigation, settlement or defense of the "suit";
 - (ii) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
 - (iii) Notify any other insurer whose coverage is available to the indemnitee; and
 - (iv) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and
 - (b) Provides us with written authorization to:
 - (i) Obtain records and other information related to the "suit"; and
 - (ii) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments.

Notwithstanding the provisions of Paragraph **1.b.(b)** of Section **B.** – Exclusions, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the Limits of Insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when:

- (1) We have used up the applicable limit of insurance in the payment of judgments or settlements; or
- (2) The conditions set forth above, or the terms of the agreement described in Paragraph (6) above, are no longer met.

B. EXCLUSIONS

1. Applicable To Business Liability Coverage

This insurance does not apply to:

a. Expected Or Intended Injury

- (1) "Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property; or
- (2) "Personal and advertising injury" arising out of an offense committed by, at the direction of or with the consent or acquiescence of the insured with the expectation of inflicting "personal and advertising injury".

b. Contractual Liability

- (1) "Bodily injury" or "property damage"; or
- (2) "Personal and advertising injury"

for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement.

This exclusion does not apply to liability for damages because of:

- (a) "Bodily injury", "property damage" or "personal and advertising injury" that the insured would have in the absence of the contract or agreement; or

BUSINESS LIABILITY COVERAGE FORM

(b) "Bodily injury" or "property damage" assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purpose of liability assumed in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage" provided:

- (i) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract", and
- (ii) Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages.

d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

e. Employer's Liability

"Bodily injury" to:

- (1) An "employee" of the insured arising out of and in the course of:
 - (a) Employment by the insured; or

(b) Performing duties related to the conduct of the insured's business, or

- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of (1) above.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

f. Pollution

- (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

(a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to any insured. However, this subparagraph does not apply to:

(i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;

(ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or

- (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";
 - (b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;
 - (c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:
 - (i) Any insured; or
 - (ii) Any person or organization for whom you may be legally responsible;
 - (d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:
 - (i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;
 - (ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or
 - (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire"; or
 - (e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".
- (2) Any loss, cost or expense arising out of any:
- (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
 - (b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".
- However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

BUSINESS LIABILITY COVERAGE FORM

g. Aircraft, Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
 - (a) Less than 51 feet long; and
 - (b) Not being used to carry persons for a charge;
- (3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft;
- (5) "Bodily injury" or "property damage" arising out of the operation of any of the equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment"; or
- (6) An aircraft that is not owned by any insured and is hired, chartered or loaned with a paid crew. However, this exception does not apply if the insured has any other insurance for such "bodily injury" or "property damage", whether the other insurance is primary, excess, contingent or on any other basis.

h. Mobile Equipment

"Bodily injury" or "property damage" arising out of:

- (1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or

- (2) The use of "mobile equipment" in, or while in practice or preparation for, a prearranged racing, speed or demolition contest or in any stunting activity.

i. War

"Bodily injury", "property damage" or "personal and advertising injury", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

j. Professional Services

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or failure to render any professional service. This includes but is not limited to:

- (1) Legal, accounting or advertising services;
- (2) Preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications;
- (3) Supervisory, inspection, architectural or engineering activities;
- (4) Medical, surgical, dental, x-ray or nursing services treatment, advice or instruction;
- (5) Any health or therapeutic service treatment, advice or instruction;
- (6) Any service, treatment, advice or instruction for the purpose of appearance or skin enhancement, hair removal or replacement or personal grooming;
- (7) Optical or hearing aid services including the prescribing, preparation, fitting, demonstration or distribution of ophthalmic lenses and similar products or hearing aid devices;

- (8) Optometry or optometric services including but not limited to examination of the eyes and the prescribing, preparation, fitting, demonstration or distribution of ophthalmic lenses and similar products;
- (9) Any:
 - (a) Body piercing (not including ear piercing);
 - (b) Tattooing, including but not limited to the insertion of pigments into or under the skin; and
 - (c) Similar services;
- (10) Services in the practice of pharmacy; and
- (11) Computer consulting, design or programming services, including web site design.

Paragraphs (4) and (5) of this exclusion do not apply to the Incidental Medical Malpractice coverage afforded under Paragraph 1.e. in Section A. - Coverages.

k. Damage To Property

"Property damage" to:

- (1) Property you own, rent or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;
- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of 7 or fewer consecutive days. A separate Limit of Insurance applies to Damage To Premises Rented To You as described in Section D. - Limits Of Insurance.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3) and (4) of this exclusion do not apply to the use of elevators.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraphs (3) and (4) of this exclusion do not apply to "property damage" to borrowed equipment while not being used to perform operations at a job site.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

l. Damage To Your Product

"Property damage" to "your product" arising out of it or any part of it.

m. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

n. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

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o. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property";

if such product, work or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

p. Personal And Advertising Injury

"Personal and advertising injury":

- (1) Arising out of oral, written or electronic publication of material, if done by or at the direction of the insured with knowledge of its falsity;
- (2) Arising out of oral, written or electronic publication of material whose first publication took place before the beginning of the policy period;
- (3) Arising out of a criminal act committed by or at the direction of the insured;
- (4) Arising out of any breach of contract, except an implied contract to use another's "advertising idea" in your "advertisement";
- (5) Arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement";
- (6) Arising out of the wrong description of the price of goods, products or services;
- (7) Arising out of any violation of any intellectual property rights such as copyright, patent, trademark, trade name, trade secret, service mark or other designation of origin or authenticity.

However, this exclusion does not apply to infringement, in your "advertisement", of

- (a) Copyright;
- (b) Slogan, unless the slogan is also a trademark, trade name, service mark or other designation of origin or authenticity; or

(c) Title of any literary or artistic work;

- (8) Arising out of an offense committed by an insured whose business is:
 - (a) Advertising, broadcasting, publishing or telecasting;
 - (b) Designing or determining content of web sites for others; or
 - (c) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs **a.**, **b.** and **c.** under the definition of "personal and advertising injury" in Section **G.** – Liability And Medical Expenses Definitions.

For the purposes of this exclusion, placing an "advertisement" for or linking to others on your web site, by itself, is not considered the business of advertising, broadcasting, publishing or telecasting;

- (9) Arising out of an electronic chat room or bulletin board the insured hosts, owns, or over which the insured exercises control;
- (10) Arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatags, or any other similar tactics to mislead another's potential customers;
- (11) Arising out of the violation of a person's right of privacy created by any state or federal act.

However, this exclusion does not apply to liability for damages that the insured would have in the absence of such state or federal act;

- (12) Arising out of:
 - (a) An "advertisement" for others on your web site;
 - (b) Placing a link to a web site of others on your web site;
 - (c) Content from a web site of others displayed within a frame or border on your web site. Content includes information, code, sounds, text, graphics or images; or
 - (d) Computer code, software or programming used to enable:
 - (i) Your web site; or
 - (ii) The presentation or functionality of an "advertisement" or other content on your web site;

- (13) Arising out of a violation of any anti-trust law;
- (14) Arising out of the fluctuation in price or value of any stocks, bonds or other securities; or
- (15) Arising out of discrimination or humiliation committed by or at the direction of any "executive officer", director, stockholder, partner or member of the insured.

q. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data".

r. Employment-Related Practices

"Bodily injury" or "personal and advertising injury" to:

- (1) A person arising out of any:
 - (a) Refusal to employ that person;
 - (b) Termination of that person's employment; or
 - (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at that person; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" or "personal and advertising injury" to the person at whom any of the employment-related practices described in Paragraphs (a), (b), or (c) above is directed.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

s. Asbestos

- (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of the "asbestos hazard".
- (2) Any damages, judgments, settlements, loss, costs or expenses that:

- (a) May be awarded or incurred by reason of any claim or suit alleging actual or threatened injury or damage of any nature or kind to persons or property which would not have occurred in whole or in part but for the "asbestos hazard";
- (b) Arise out of any request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, encapsulate, contain, treat, detoxify or neutralize or in any way respond to or assess the effects of an "asbestos hazard"; or
- (c) Arise out of any claim or suit for damages because of testing for, monitoring, cleaning up, removing, encapsulating, containing, treating, detoxifying or neutralizing or in any way responding to or assessing the effects of an "asbestos hazard".

t. Violation Of Statutes That Govern E-Mails, Fax, Phone Calls Or Other Methods Of Sending Material Or Information

"Bodily injury", "property damage", or "personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law; or
- (3) Any statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003, that prohibits or limits the sending, transmitting, communicating or distribution of material or information.

Damage To Premises Rented To You – Exception For Damage By Fire, Lightning or Explosion

Exclusions **c.** through **h.** and **k.** through **o.** do not apply to damage by fire, lightning or explosion to premises rented to you or temporarily occupied by you with permission of the owner. A separate Limit of Insurance applies to this coverage as described in Section **D.** - Liability And Medical Expenses Limits Of Insurance.

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2. Applicable To Medical Expenses Coverage

We will not pay expenses for "bodily injury":

a. Any Insured

To any insured, except "volunteer workers".

b. Hired Person

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

c. Injury On Normally Occupied Premises

To a person injured on that part of premises you own or rent that the person normally occupies.

d. Workers' Compensation And Similar Laws

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

e. Athletics Activities

To a person injured while practicing, instructing or participating in any physical exercises or games, sports or athletic contests.

f. Products-Completed Operations Hazard

Included with the "products-completed operations hazard".

g. Business Liability Exclusions

Excluded under Business Liability Coverage.

C. WHO IS AN INSURED

1. If you are designated in the Declarations as:

a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.

b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.

c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.

d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:

a. Employees And Volunteer Workers

Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business.

However, none of these "employees" or "volunteer workers" are insureds for:

(1) "Bodily injury" or "personal and advertising injury":

(a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), or to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;

(b) To the spouse, child, parent, brother or sister of that co-"employee" or that "volunteer worker" as a consequence of Paragraph **(1)(a)** above;

(c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs **(1)(a)** or **(b)** above; or

(d) Arising out of his or her providing or failing to provide professional health care services.

If you are not in the business of providing professional health care services, Paragraph **(d)** does not apply to any nurse, emergency medical technician or paramedic employed by you to provide such services.

(2) "Property damage" to property:

(a) Owned, occupied or used by,

(b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

b. Real Estate Manager

Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

c. Temporary Custodians Of Your Property

Any person or organization having proper temporary custody of your property if you die, but only:

- (1) With respect to liability arising out of the maintenance or use of that property; and
- (2) Until your legal representative has been appointed.

d. Legal Representative If You Die

Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this insurance.

e. Unnamed Subsidiary

Any subsidiary and subsidiary thereof, of yours which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of this Coverage Part.

The insurance afforded herein for any subsidiary not shown in the Declarations as a named insured does not apply to injury or damage with respect to which an insured under this insurance is also an insured under another policy or would be an insured under such policy but for its termination or upon the exhaustion of its limits of insurance.

3. Newly Acquired Or Formed Organization

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain financial interest of more than 50% of the voting stock, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and

b. Coverage under this provision does not apply to:

- (1) "Bodily injury" or "property damage" that occurred; or
- (2) "Personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

4. Operator Of Mobile Equipment

With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person driving the equipment; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

5. Operator of Nonowned Watercraft

With respect to watercraft you do not own that is less than 51 feet long and is not being used to carry persons for a charge, any person is an insured while operating such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft, and only if no other insurance of any kind is available to that person or organization for this liability.

However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person operating the watercraft; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

6. Additional Insureds When Required By Written Contract, Written Agreement Or Permit

The person(s) or organization(s) identified in Paragraphs a. through f. below are additional insureds when you have agreed, in a written

BUSINESS LIABILITY COVERAGE FORM

contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit.

A person or organization is an additional insured under this provision only for that period of time required by the contract, agreement or permit.

However, no such person or organization is an additional insured under this provision if such person or organization is included as an additional insured by an endorsement issued by us and made a part of this Coverage Part, including all persons or organizations added as additional insureds under the specific additional insured coverage grants in Section F. – Optional Additional Insured Coverages.

a. Vendors

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

- (1) The insurance afforded to the vendor is subject to the following additional exclusions:

This insurance does not apply to:

- (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- (b) Any express warranty unauthorized by you;
- (c) Any physical or chemical change in the product made intentionally by the vendor;
- (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

(e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

(f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

(g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

(h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(i) The exceptions contained in Subparagraphs (d) or (f); or

(ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

- (2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

b. Lessors Of Equipment

- (1) Any person or organization from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

c. Lessors Of Land Or Premises

- (1) Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
 - (a) Any "occurrence" which takes place after you cease to lease that land or be a tenant in that premises; or
 - (b) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

d. Architects, Engineers Or Surveyors

- (1) Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
 - (a) In connection with your premises; or
 - (b) In the performance of your ongoing operations performed by you or on your behalf.
- (2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:
 This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:
 - (a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
 - (b) Supervisory, inspection, architectural or engineering activities.

e. Permits Issued By State Or Political Subdivisions

- (1) Any state or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
 - (a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
 - (b) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

f. Any Other Party

- (1) Any other person or organization who is not an insured under Paragraphs **a.** through **e.** above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
 - (a) In the performance of your ongoing operations;
 - (b) In connection with your premises owned by or rented to you; or
 - (c) In connection with "your work" and included within the "products-completed operations hazard", but only if
 - (i) The written contract or written agreement requires you to provide such coverage to such additional insured; and
 - (ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
 "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

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- (a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
- (b) Supervisory, inspection, architectural or engineering activities.

The limits of insurance that apply to additional insureds are described in Section **D. – Limits Of Insurance**.

How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section **E. – Liability And Medical Expenses General Conditions**.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE

1. The Most We Will Pay

The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

- a. Insureds;
- b. Claims made or "suits" brought; or
- c. Persons or organizations making claims or bringing "suits".

2. Aggregate Limits

The most we will pay for:

- a. Damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard" is the Products-Completed Operations Aggregate Limit shown in the Declarations.
- b. Damages because of all other "bodily injury", "property damage" or "personal and advertising injury", including medical expenses, is the General Aggregate Limit shown in the Declarations.

This General Aggregate Limit applies separately to each of your "locations" owned by or rented to you.

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway or right-of-way of a railroad.

This General Aggregate limit does not apply to "property damage" to premises while rented to you or temporarily occupied by you with permission of the owner, arising out of fire, lightning or explosion.

3. Each Occurrence Limit

Subject to **2.a.** or **2.b.** above, whichever applies, the most we will pay for the sum of all damages because of all "bodily injury", "property damage" and medical expenses arising out of any one "occurrence" is the Liability and Medical Expenses Limit shown in the Declarations.

The most we will pay for all medical expenses because of "bodily injury" sustained by any one person is the Medical Expenses Limit shown in the Declarations.

4. Personal And Advertising Injury Limit

Subject to **2.b.** above, the most we will pay for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization is the Personal and Advertising Injury Limit shown in the Declarations.

5. Damage To Premises Rented To You Limit

The Damage To Premises Rented To You Limit is the most we will pay under Business Liability Coverage for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner.

In the case of damage by fire, lightning or explosion, the Damage to Premises Rented To You Limit applies to all damage proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of these.

6. How Limits Apply To Additional Insureds

The most we will pay on behalf of a person or organization who is an additional insured under this Coverage Part is the lesser of:

- a. The limits of insurance specified in a written contract, written agreement or permit issued by a state or political subdivision; or
- b. The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to the Limits of Insurance shown in the Declarations and described in this Section.

If more than one limit of insurance under this policy and any endorsements attached thereto applies to any claim or "suit", the most we will pay under this policy and the endorsements is the single highest limit of liability of all coverages applicable to such claim or "suit". However, this paragraph does not apply to the Medical Expenses limit set forth in Paragraph 3. above.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

**E. LIABILITY AND MEDICAL EXPENSES
GENERAL CONDITIONS**

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

a. Notice Of Occurrence Or Offense

You or any additional insured must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

- (1) How, when and where the "occurrence" or offense took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

b. Notice Of Claim

If a claim is made or "suit" is brought against any insured, you or any additional insured must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable.

You or any additional insured must see to it that we receive a written notice of the claim or "suit" as soon as practicable.

c. Assistance And Cooperation Of The Insured

You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation, settlement of the claim or defense against the "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization that may be liable to the insured because of injury or damage to which this insurance may also apply.

d. Obligations At The Insured's Own Cost

No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

e. Additional Insured's Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance.

f. Knowledge Of An Occurrence, Offense, Claim Or Suit

Paragraphs a. and b. apply to you or to any additional insured only when such "occurrence", offense, claim or "suit" is known to:

- (1) You or any additional insured that is an individual;
- (2) Any partner, if you or an additional insured is a partnership;
- (3) Any manager, if you or an additional insured is a limited liability company;
- (4) Any "executive officer" or insurance manager, if you or an additional insured is a corporation;
- (5) Any trustee, if you or an additional insured is a trust; or
- (6) Any elected or appointed official, if you or an additional insured is a political subdivision or public entity.

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This Paragraph f. applies separately to you and any additional insured.

3. Financial Responsibility Laws

- a. When this policy is certified as proof of financial responsibility for the future under the provisions of any motor vehicle financial responsibility law, the insurance provided by the policy for "bodily injury" liability and "property damage" liability will comply with the provisions of the law to the extent of the coverage and limits of insurance required by that law.
- b. With respect to "mobile equipment" to which this insurance applies, we will provide any liability, uninsured motorists, underinsured motorists, no-fault or other coverage required by any motor vehicle law. We will provide the required limits for those coverages.

4. Legal Action Against Us

No person or organization has a right under this Coverage Form:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Form unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this insurance or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

5. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this policy to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom a claim is made or "suit" is brought.

6. Representations

a. When You Accept This Policy

By accepting this policy, you agree:

- (1) The statements in the Declarations are accurate and complete;
- (2) Those statements are based upon representations you made to us; and

- (3) We have issued this policy in reliance upon your representations.

b. Unintentional Failure To Disclose Hazards

If unintentionally you should fail to disclose all hazards relating to the conduct of your business at the inception date of this Coverage Part, we shall not deny any coverage under this Coverage Part because of such failure.

7. Other Insurance

If other valid and collectible insurance is available for a loss we cover under this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when b. below applies. If other insurance is also primary, we will share with all that other insurance by the method described in c. below.

b. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

(1) Your Work

That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(2) Premises Rented To You

That is fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(3) Tenant Liability

That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

(4) Aircraft, Auto Or Watercraft

If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Section A. – Coverages.

(5) Property Damage To Borrowed Equipment Or Use Of Elevators

If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion k. of Section A. – Coverages.

(6) When You Are Added As An Additional Insured To Other Insurance

That is other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance; or

(7) When You Add Others As An Additional Insured To This Insurance

That is other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this Coverage Part:

(a) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract, written agreement or permit that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

(b) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs **(a)** and **(b)** do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty under this Coverage Part to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1)** The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2)** The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all the other insurance permits contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

8. Transfer Of Rights Of Recovery Against Others To Us

a. Transfer Of Rights Of Recovery

If the insured has rights to recover all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them. This condition does not apply to Medical Expenses Coverage.

b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.

F. OPTIONAL ADDITIONAL INSURED COVERAGES

If listed or shown as applicable in the Declarations, one or more of the following Optional Additional Insured Coverages also apply. When any of these Optional Additional Insured Coverages apply, Paragraph 6. (Additional Insureds When Required by Written Contract, Written Agreement or Permit) of Section C., Who Is An Insured, does not apply to the person or organization shown in the Declarations. These coverages are subject to the terms and conditions applicable to Business Liability Coverage in this policy, except as provided below:

1. Additional Insured - Designated Person Or Organization

WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- a. In the performance of your ongoing operations; or
- b. In connection with your premises owned by or rented to you.

2. Additional Insured - Managers Or Lessors Of Premises

a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Designated Person Or Organization; but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Declarations.

b. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to be a tenant in that premises; or
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

3. Additional Insured - Grantor Of Franchise

WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Grantor Of Franchise, but only with respect to their liability as grantor of franchise to you.

4. Additional Insured - Lessor Of Leased Equipment

a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – Lessor of Leased Equipment, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

b. With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

5. Additional Insured - Owners Or Other Interests From Whom Land Has Been Leased

a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – Owners Or Other Interests From Whom Land Has Been Leased, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land leased to you and shown in the Declarations.

b. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

- (1) Any "occurrence" that takes place after you cease to lease that land; or
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

6. Additional Insured - State Or Political Subdivision – Permits

a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the state or political subdivision shown in the Declarations as an Additional

Insured – State Or Political Subdivision - Permits, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

- b.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

- (1)** "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
- (2)** "Bodily injury" or "property damage" included in the "product-completed operations" hazard.

7. Additional Insured – Vendors

- a.** WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the person(s) or organization(s) (referred to below as vendor) shown in the Declarations as an Additional Insured - Vendor, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".
- b.** The insurance afforded to the vendor is subject to the following additional exclusions:

- (1)** This insurance does not apply to:
 - (a)** "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
 - (b)** Any express warranty unauthorized by you;
 - (c)** Any physical or chemical change in the product made intentionally by the vendor;
 - (d)** Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

- (e)** Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
- (f)** Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
- (g)** Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
- (h)** "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

- (i)** The exceptions contained in Subparagraphs **(d)** or **(f)**; or
- (ii)** Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

- (2)** This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

8. Additional Insured – Controlling Interest

WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – Controlling Interest, but only with respect to their liability arising out of:

- a.** Their financial control of you; or
- b.** Premises they own, maintain or control while you lease or occupy these premises.

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This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

9. Additional Insured – Owners, Lessees Or Contractors – Scheduled Person Or Organization

a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – Owner, Lessees Or Contractors, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- (1) In the performance of your ongoing operations for the additional insured(s); or
- (2) In connection with "your work" performed for that additional insured and included within the "products-completed operations hazard", but only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

b. With respect to the insurance afforded to these additional insureds, this insurance does not apply to "bodily injury", "property damage" or "personal an advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- (1) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
- (2) Supervisory, inspection, architectural or engineering activities.

10. Additional Insured – Co-Owner Of Insured Premises

WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or Organization(s) shown in the Declarations as an Additional Insured – Co-Owner Of Insured Premises, but only with respect to their liability as co-owner of the premises shown in the Declarations.

The limits of insurance that apply to additional insureds are described in Section D. – Limits Of Insurance.

How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section E. – Liability And Medical Expenses General Conditions.

G. LIABILITY AND MEDICAL EXPENSES DEFINITIONS

1. "Advertisement" means the widespread public dissemination of information or images that has the purpose of inducing the sale of goods, products or services through:

- a. (1) Radio;
- (2) Television;
- (3) Billboard;
- (4) Magazine;
- (5) Newspaper;

b. The Internet, but only that part of a web site that is about goods, products or services for the purposes of inducing the sale of goods, products or services; or

c. Any other publication that is given widespread public distribution.

However, "advertisement" does not include:

a. The design, printed material, information or images contained in, on or upon the packaging or labeling of any goods or products; or

b. An interactive conversation between or among persons through a computer network.

2. "Advertising idea" means any idea for an "advertisement".

3. "Asbestos hazard" means an exposure or threat of exposure to the actual or alleged properties of asbestos and includes the mere presence of asbestos in any form.

4. "Auto" means a land motor vehicle, trailer or semi-trailer designed for travel on public roads, including any attached machinery or equipment. But "auto" does not include "mobile equipment".

5. "Bodily injury" means physical:

- a. Injury;
- b. Sickness; or
- c. Disease

sustained by a person and, if arising out of the above, mental anguish or death at any time.

6. "Coverage territory" means:

- a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
- b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in **a.** above;
- c. All other parts of the world if the injury or damage arises out of:
 - (1) Goods or products made or sold by you in the territory described in **a.** above;
 - (2) The activities of a person whose home is in the territory described in **a.** above, but is away for a short time on your business; or
 - (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication

provided the insured's responsibility to pay damages is determined in the United States of America (including its territories and possessions), Puerto Rico or Canada, in a "suit" on the merits according to the substantive law in such territory, or in a settlement we agree to.

- 7. "Electronic data" means information, facts or programs:
 - a. Stored as or on;
 - b. Created or used on; or
 - c. Transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.
- 8. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
- 9. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.
- 10. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.
- 11. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
 - a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or

- b. You have failed to fulfill the terms of a contract or agreement;
if such property can be restored to use by:
 - a. The repair, replacement, adjustment or removal of "your product" or "your work"; or
 - b. Your fulfilling the terms of the contract or agreement.

12. "Insured contract" means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning or explosion to premises while rented to you or temporarily occupied by you with permission of the owner is subject to the Damage To Premises Rented To You limit described in Section **D.** – Liability and Medical Expenses Limits of Insurance.
- b. A sidetrack agreement;
- c. Any easement or license agreement, including an easement or license agreement in connection with construction or demolition operations on or within 50 feet of a railroad;
- d. Any obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement; or
- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization, provided the "bodily injury" or "property damage" is caused, in whole or in part, by you or by those acting on your behalf. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** includes that part of any contract or agreement that indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing.

However, Paragraph **f.** does not include that part of any contract or agreement:

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- (1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
 - (2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (1) above and supervisory, inspection, architectural or engineering activities.
13. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
14. "Loading or unloading" means the handling of property:
 - a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
 - b. While it is in or on an aircraft, watercraft or "auto"; or
 - c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".
15. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
 - a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
 - b. Vehicles maintained for use solely on or next to premises you own or rent;
 - c. Vehicles that travel on crawler treads;
 - d. Vehicles, whether self-propelled or not, on which are permanently mounted:
 - (1) Power cranes, shovels, loaders, diggers or drills; or
 - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
- e. Vehicles not described in a., b., c., or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - (2) Cherry pickers and similar devices used to raise or lower workers;
- f. Vehicles not described in a., b., c., or d. above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

 - (1) Equipment, of at least 1,000 pounds gross vehicle weight, designed primarily for:
 - (a) Snow removal;
 - (b) Road maintenance, but not construction or resurfacing; or
 - (c) Street cleaning;
 - (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
 - (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.
16. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.
17. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:
 - a. False arrest, detention or imprisonment;
 - b. Malicious prosecution;

- c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that the person occupies, committed by or on behalf of its owner, landlord or lessor;
 - d. Oral, written or electronic publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
 - e. Oral, written or electronic publication of material that violates a person's right of privacy;
 - f. Copying, in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement";
 - g. Infringement of copyright, slogan, or title of any literary or artistic work, in your "advertisement"; or
 - h. Discrimination or humiliation that results in injury to the feelings or reputation of a natural person.
- 18.** "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
- 19.** "Products-completed operations hazard";
- a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:
 - (1) Products that are still in your physical possession; or
 - (2) Work that has not yet been completed or abandoned. However, "your work" will be deemed to be completed at the earliest of the following times:
 - (a) When all of the work called for in your contract has been completed.
 - (b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
 - (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.
- Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.
- The "bodily injury" or "property damage" must occur away from premises you own or rent, unless your business includes the selling, handling or distribution of "your product" for consumption on premises you own or rent.
- b. Does not include "bodily injury" or "property damage" arising out of:
 - (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured; or
 - (2) The existence of tools, uninstalled equipment or abandoned or unused materials.
- 20.** "Property damage" means:
- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
 - b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of "occurrence" that caused it.
- As used in this definition, "electronic data" is not tangible property.
- 21.** "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:
- a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
 - b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.
- 22.** "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.
- 23.** "Volunteer worker" means a person who:
- a. Is not your "employee";

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- b. Donates his or her work;
 - c. Acts at the direction of and within the scope of duties determined by you; and
 - d. Is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.
- 24. "Your product":**
- a. Means:
 - (1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - (a) You;
 - (b) Others trading under your name; or
 - (c) A person or organization whose business or assets you have acquired; and
 - (2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.
 - b. Includes:
 - (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
 - (2) The providing of or failure to provide warnings or instructions.
- 25. "Your work":**
- a. Means:
 - (1) Work or operations performed by you or on your behalf; and
 - (2) Materials, parts or equipment furnished in connection with such work or operations.
 - b. Includes:
 - (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and
 - (2) The providing of or failure to provide warnings or instructions.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: Endorsement Effective Date:

SCHEDULE

Name Of Person(s) Or Organization(s): CITY OF SOUTH PASADENA 1414 MISSION STREET SOUTH PASADENA, CA 91030 RE: JTEBU5JR5J5492497
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** – Covered Autos Coverages of the Auto Dealers Coverage Form.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

To the extent that the provisions of this endorsement provide broader benefits to the "insured" than other provisions of the Coverage Form, the provisions of this endorsement apply.

1. BROAD FORM INSURED

A. Subsidiaries and Newly Acquired or Formed Organizations

The Named Insured shown in the Declarations is amended to include:

- (1) Any legal business entity other than a partnership or joint venture, formed as a subsidiary in which you have an ownership interest of more than 50% on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.
- (2) Any organization that is acquired or formed by you and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:
 - (a) That is a partnership or joint venture,
 - (b) That is an "insured" under any other policy,
 - (c) That has exhausted its Limit of Insurance under any other policy, or
 - (d) 180 days or more after its acquisition or formation by you, unless you have given us notice of the acquisition or formation.

Coverage does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization.

B. Employees as Insureds

Paragraph A.1. - WHO IS AN INSURED - of SECTION II - LIABILITY COVERAGE is amended to add:

- d. Any "employee" of yours while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

C. Lessors as Insureds

Paragraph A.1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add:

- e. The lessor of a covered "auto" while the "auto" is leased to you under a written agreement if:
 - (1) The agreement requires you to provide direct primary insurance for the lessor and
 - (2) The "auto" is leased without a driver.

Such a leased "auto" will be considered a covered "auto" you own and not a covered "auto" you hire.

D. Additional Insured if Required by Contract

- (1) Paragraph A.1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add:
 - f. When you have agreed, in a written contract or written agreement, that a person or organization be added as an additional insured on your business auto policy, such person or organization is an "insured", but only to the extent such person or organization is liable for "bodily injury" or "property damage" caused by the conduct of an "insured" under paragraphs a. or b. of Who Is An Insured with regard to the ownership, maintenance or use of a covered "auto."

The insurance afforded to any such additional insured applies only if the "bodily injury" or "property damage" occurs:

- (1) During the policy period, and
- (2) Subsequent to the execution of such written contract, and
- (3) Prior to the expiration of the period of time that the written contract requires such insurance be provided to the additional insured.

(2) How Limits Apply

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the most we will pay on behalf of such additional insured is the lesser of:

- (a) The limits of insurance specified in the written contract or written agreement; or
- (b) The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to Limits of Insurance shown in the Declarations and described in this Section.

(3) Additional Insureds Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance.

(4) Duties in The Event Of Accident, Claim, Suit or Loss

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the additional insured shall be required to comply with the provisions in LOSS CONDITIONS 2. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS – OF SECTION IV – BUSINESS AUTO CONDITIONS, in the same manner as the Named Insured.

E. Primary and Non-Contributory if Required by Contract

Only with respect to insurance provided to an additional insured in 1.D. - Additional Insured If Required by Contract, the following provisions apply:

(3) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in Other Insurance 5.d.

(4) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs (3) and (4) do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, by the method described in Other Insurance 5.d.

2. AUTOS RENTED BY EMPLOYEES

Any "auto" hired or rented by your "employee" on your behalf and at your direction will be considered an "auto" you hire.

The OTHER INSURANCE Condition is amended by adding the following:

If an "employee's" personal insurance also applies on an excess basis to a covered "auto" hired or rented by your "employee" on your behalf and at your direction, this insurance will be primary to the "employee's" personal insurance.

3. AMENDED FELLOW EMPLOYEE EXCLUSION

EXCLUSION 5. - FELLOW EMPLOYEE - of SECTION II - LIABILITY COVERAGE does not apply if you have workers' compensation insurance in-force covering all of your "employees".

Coverage is excess over any other collectible insurance.

4. HIRED AUTO PHYSICAL DAMAGE COVERAGE

If hired "autos" are covered "autos" for Liability Coverage and if Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form for any "auto" you own, then the Physical Damage Coverages provided are extended to "autos" you hire or borrow, subject to the following limit.

The most we will pay for "loss" to any hired "auto" is:

- (1) \$100,000;
- (2) The actual cash value of the damaged or stolen property at the time of the "loss"; or
- (3) The cost of repairing or replacing the damaged or stolen property,

whichever is smallest, minus a deductible. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. No deductible applies to "loss" caused by fire or lightning. Hired Auto Physical Damage coverage is excess over any other collectible insurance. Subject to the above limit, deductible and excess provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

We will also cover loss of use of the hired "auto" if it results from an "accident", you are legally liable and the lessor incurs an actual financial loss, subject to a maximum of \$1000 per "accident".

This extension of coverage does not apply to any "auto" you hire or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company), or members of their households.

5. PHYSICAL DAMAGE - ADDITIONAL TEMPORARY TRANSPORTATION EXPENSE COVERAGE

Paragraph A.4.a. of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to provide a limit of \$50 per day and a maximum limit of \$1,000.

6. LOAN/LEASE GAP COVERAGE

Under SECTION III - PHYSICAL DAMAGE COVERAGE, in the event of a total "loss" to a covered "auto", we will pay your additional legal obligation for any difference between the actual cash value of the "auto" at the time of the "loss" and the "outstanding balance" of the loan/lease.

"Outstanding balance" means the amount you owe on the loan/lease at the time of "loss" less any amounts representing taxes; overdue payments; penalties, interest or charges resulting from overdue payments; additional mileage charges; excess wear and tear charges; lease termination fees; security deposits not returned by the lessor; costs for extended warranties, credit life Insurance, health, accident or disability insurance purchased with the loan or lease; and carry-over balances from previous loans or leases.

7. AIRBAG COVERAGE

Under Paragraph B. EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

The exclusion relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

8. ELECTRONIC EQUIPMENT - BROADENED COVERAGE

a. The exceptions to Paragraphs B.4 - EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE are replaced by the following:

Exclusions 4.c. and 4.d. do not apply to equipment designed to be operated solely by use of the power from the "auto's" electrical system that, at the time of "loss", is:

- (1) Permanently installed in or upon the covered "auto";
- (2) Removable from a housing unit which is permanently installed in or upon the covered "auto";
- (3) An integral part of the same unit housing any electronic equipment described in Paragraphs (1) and (2) above; or

- (4) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system.

b. Section III – Version CA 00 01 03 10 of the Business Auto Coverage Form, Physical Damage Coverage, Limit of Insurance, Paragraph C.2 and Version CA 00 01 10 01 of the Business Auto Coverage Form, Physical Damage Coverage, Limit of Insurance, Paragraph C are each amended to add the following:

\$1,500 is the most we will pay for "loss" in any one "accident" to all electronic equipment (other than equipment designed solely for the reproduction of sound, and accessories used with such equipment) that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:

- (1) Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;
- (2) Removable from a permanently installed housing unit as described in Paragraph 2.a. above or is an integral part of that equipment; or
- (3) An integral part of such equipment.

c. For each covered "auto", should loss be limited to electronic equipment only, our obligation to pay for, repair, return or replace damaged or stolen electronic equipment will be reduced by the applicable deductible shown in the Declarations, or \$250, whichever deductible is less.

9. EXTRA EXPENSE - BROADENED COVERAGE

Under Paragraph A. - COVERAGE - of SECTION III - PHYSICAL DAMAGE COVERAGE, we will pay for the expense of returning a stolen covered "auto" to you.

10. GLASS REPAIR - WAIVER OF DEDUCTIBLE

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

No deductible applies to glass damage if the glass is repaired rather than replaced.

11. TWO OR MORE DEDUCTIBLES

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

If another Hartford Financial Services Group, Inc. company policy or coverage form that is not an automobile policy or coverage form applies to the same "accident", the following applies:

- (1) If the deductible under this Business Auto Coverage Form is the smaller (or smallest) deductible, it will be waived;
- (2) If the deductible under this Business Auto Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

12. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

The requirement in LOSS CONDITIONS 2.a. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS - of SECTION IV - BUSINESS AUTO CONDITIONS that you must notify us of an "accident" applies only when the "accident" is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership;
- (3) A member, if you are a limited liability company; or
- (4) An executive officer or insurance manager, if you are a corporation.

13. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure.

14. HIRED AUTO - COVERAGE TERRITORY

Paragraph e. of GENERAL CONDITIONS 7. - POLICY PERIOD, COVERAGE TERRITORY - of SECTION IV - BUSINESS AUTO CONDITIONS is replaced by the following:

e. For short-term hired "autos", the coverage territory with respect to Liability Coverage is anywhere in the world provided that if the "insured's" responsibility to pay damages for "bodily injury" or "property damage" is determined in a "suit," the "suit" is brought in the United States of America, the territories and possessions of the United States of America, Puerto Rico or Canada or in a settlement we agree to.

15. WAIVER OF SUBROGATION

TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - of SECTION IV - BUSINESS AUTO CONDITIONS is amended by adding the following:

We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payments we make for damages under this Coverage Form.

16. RESULTANT MENTAL ANGUISH COVERAGE

The definition of "bodily injury" in SECTION V-DEFINITIONS is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by any person, including mental anguish or death resulting from any of these.

17. EXTENDED CANCELLATION CONDITION

Paragraph 2. of the COMMON POLICY CONDITIONS - CANCELLATION - applies except as follows:

If we cancel for any reason other than nonpayment of premium, we will mail or deliver to the first Named Insured written notice of cancellation at least 60 days before the effective date of cancellation.

18. HYBRID, ELECTRIC, OR NATURAL GAS VEHICLE PAYMENT COVERAGE

In the event of a total loss to a "non-hybrid" auto for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended as follows:

- a. If the auto is replaced with a "hybrid" auto or an auto powered solely by electricity or natural gas, we will pay an additional 10%, to a maximum of \$2,500, of the "non-hybrid" auto's actual cash value or replacement cost, whichever is less,
- b. The auto must be replaced and a copy of a bill of sale or new lease agreement received by us within 60 calendar days of the date of "loss,"

- c. Regardless of the number of autos deemed a total loss, the most we will pay under this Hybrid, Electric, or Natural Gas Vehicle Payment Coverage provision for any one "loss" is \$10,000.

For the purposes of the coverage provision,

- a. A "non-hybrid" auto is defined as an auto that uses only an internal combustion engine to move the auto but does not include autos powered solely by electricity or natural gas.
- b. A "hybrid" auto is defined as an auto with an internal combustion engine and one or more electric motors; and that uses the internal combustion engine and one or more electric motors to move the auto, or the internal combustion engine to charge one or more electric motors, which move the auto.

19. VEHICLE WRAP COVERAGE

In the event of a total loss to an "auto" for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended to add the following:

In addition to the actual cash value of the "auto", we will pay up to \$1,000 for vinyl vehicle wraps which are displayed on the covered "auto" at the time of total loss. Regardless of the number of autos deemed a total loss, the most we will pay under this Vehicle Wrap Coverage provision for any one "loss" is \$5,000. For purposes of this coverage provision, signs or other graphics painted or magnetically affixed to the vehicle are not considered vehicle wraps.

Request Details



Commercial Auto Policy

72UECUM1800

04/17/2019 - 04/17/2020

Insured:

**TRUE NORTH RESEARCH
1592 N COAST HIGHWAY 101
ENCINITAS, CA - 92024**

Producer:

**72165144 - TAGUE INSURANCE
AGENCY/PHS**

Billing Method:

Direct Bill

Total Premium:

\$4,951.00

Request Details

Policy Change

Add an Additional Interest

Effective: **02/10/2020**

Type of Policy

Auto



Print



Email

Additional Interest to Add

Additional Insured

City of South Pasadena

1414 Mission Street ,

South Pasadena, CA 91030

Associated Vehicle:

VIN: JTEBU5JR5J5492497

Certificate of Insurance

No





City Council Agenda Report

ITEM NO. 19

DATE: May 6, 2020

FROM: Stephanie DeWolfe, City Manager

PREPARED BY: Lucy Demirjian, Assistant to the City Manager
Marisol Romero, Management Analyst

SUBJECT: **Public Hearing to Adopt a Resolution Approving the Community Development Block Grant (CDBG) Program for Fiscal Year 2020-2021 and the CDBG-CARES Act Supplemental Allocation Program.**

Recommendation Action

It is recommended that the City Council conduct a public hearing and adopt a resolution approving the following:

- 1) The Fiscal Year 2020-2021(FY2020) Community Development Block Grant (CDBG) program and;
- 2) The new CDBG-CARES Act supplemental allocation of \$73,528 effective March 2020 through September 2022 for the Senior Nutrition Program.

Commission Review and Recommendation

This matter was not reviewed by a Commission.

Community Outreach

The City is required to provide the public an opportunity to comment on the proposed use of these funds. The public hearing held tonight will satisfy this requirement.

Discussion/Analysis

The proposed programming for the CDBG FY2020 funds include the senior nutrition program, sidewalk replacements and ADA ramp upgrades. The proposal also includes adding the City's CDBG Coronavirus Aid, Relief and Economic Security Act (CARES Act) supplemental funding to the senior nutrition program.

In light of the COVID-19 crisis, HUD has approved additional resources and administrative flexibility for both the regular CDBG program funding and for the CDBG CARES Act supplemental funds. Historically, only 15 percent of a city's CDBG allocation could be spent on public service projects. Today, a city may dedicate unlimited CDBG funds to public service efforts so long as the project(s) respond to the coronavirus crisis. To date, the City's CDBG allocation is the only City specific funding that is exclusively dedicated to help coronavirus

impacted community members. Below is a snapshot of the available CDBG funding and its proposed allocation.

City of South Pasadena CDBG Current & Future Funding				
	Public Service Senior Nutrition	Capital Projects Sidewalks & ADA Ramps	TOTAL	Expenditure Deadline
FY 2019	\$19,169	N/A*	\$19,169	June 2020
FY 2020	\$24,998	\$216,567	\$241,565	June 2021
CARES Act	\$73,528		\$73,528	September 2022

*An allocation of \$116,574 in FY2019 funds was carried over to FY2020.

For FY2019, the CARES Act allows amendments to the current allocation. However, this is not recommended at this time as the funding amount is small (\$19,169) and is near completion (June 2020).

For FY2020, the total CDBG budget is \$241,565 and includes \$24,998 in Public Service program funding, \$99,993 in Low/Moderate Income Program funds, plus an additional \$116,574 in Low/Moderation Income Program funding carried over from FY2019. Any reallocation of FY2020 CDBG funds for coronavirus purposes must be expended by June 30, 2021. The following is a description of the proposed programs:

A. Public Service Program

a. Senior Nutrition Program (\$24,998)

While the Senior Center will continue to be closed to the public from July 1, 2020 through August 31, 2020 and perhaps for an extended period, during this time, the Senior Center still retains its capacity to deliver hot meals to senior residents in need.

B. Low/Moderate Income Program

a. Sidewalk Replacements and ADA Ramp Upgrades (\$216,567)

The sidewalk replacements and ADA ramp upgrades will provide handicap accessibility to sidewalks by removing uplifted or broken concrete on portions of streets. It is recommended that the City continue to support these efforts as the severe financial impacts to the City are eliminating all street construction projects. Without dedicated CDBG funds, there will be no street programming. The precise projects will be selected in the coming months as the coronavirus crisis requires that we carefully evaluate which streets will be prioritized.

Last, the City will receive a supplemental CDBG-CARES Act allocation totaling \$73,528. There is no fiscal year associated with this funding. Instead, the deadline to expend these funds is September 30, 2022. The recommendation is to invest these dollars in the existing senior nutrition program that is already providing an essential service.

A. Public Service Program

a. Senior Nutrition Program (\$73,528)

Because seniors are most at risk of developing complications from the coronavirus and are strongly encouraged to self-quarantine, it is recommended that the City's CDBG-CARES Act allocation of \$73,528 be dedicated to bolster the senior nutrition program with free home delivered meals through August 2020. Since the beginning of the pandemic, the Senior Center has seen an increase of 35% in participation, including added meals for the weekend, and doubled the number of delivered meals per day. This allocation will fully fund approximately 1,900 meals per month, at no cost to participants (currently participants pay a fee per meal, which is proposed to be waived through August). Beyond August 2020, it is proposed that the remaining CDBG-CARES Act funding be used to reduce participant fees through September 2022. Since the expiration of the local emergency may be extended or reactivated from time to time, the precise time when seniors may safely shop for groceries and participate in community lunch activities may change at a moment's notice. The supplemental funding allows the City to consistently offer and deliver meals to vulnerable seniors as the need fluctuates. What's more, with the city being hard-hit by this economic downturn, the Senior Nutrition program is best equipped to serve a population in need while not requiring new infrastructure or staffing.

Recently, Governor Newsom announced the Great Plates Delivered Program through funding from the Federal Emergency Management Agency. CalOES released a framework for the program which stipulates participants currently receiving assistance from other federal nutrition assistance program are ineligible. While staff is waiting for further details on the program, the eligibility requirements would disqualify many of our seniors. It is important to continue the Senior Nutrition program through CDBG to guarantee these meals for vulnerable seniors.

Alternatives Considered

Below are some examples of alternatives eligible for funding with supplemental allocation (see list below and attachment). It is worth noting that these alternative opportunities will require setting up initial support infrastructure without the benefit of available dedicated staff. Furthermore, each of these opportunities will require resources to properly comply with complex federal auditing standards. If selected, it is anticipated that the alternatives would have to be outsourced, requiring a portion of the funding to go towards administration.

- 1) Rental Assistance to income qualified households
 - a. CDBG funds may be used to provide assistance for up to three months in the form of rent or mortgage assistance and utility payments.
 - b. The City is exploring the possibility of partnering with the Los Angeles County Emergency Rental Assistance program. The county's program is still under development and designed for low and moderate income households in the unincorporated areas. A partnership would allow South Pasadena's CDBG funds to be deployed to renters in the City through the county's formal program. This approach is not guaranteed however.

- 2) Broadband internet service subsidy to income-eligible households
- 3) Youth online tutoring and virtual classes
- 4) Short-term working capital assistance to enable job retention
- 5) Building rehabilitation to temporarily accommodate quarantined individuals

Next Steps

1. Prepare contracts for each approved CDBG program.
2. If the City chooses to partner with the Los Angeles County Emergency Rental Assistance program, a formal proposal must be prepared and submitted.

Background

In 1974, Congress initiated the CDBG Program in the Housing and Community Development Act. The City is a non-entitlement community meaning that funds do not come directly from HUD to the City. Instead, the City receives an annual - formula based - allocation from the Los Angeles County Board of Supervisors administered through the Los Angeles County Development Authority (LACDA) for a range of community activities. The formula is based on factors heavily weighted by the degree of poverty and indicators of poor housing conditions in a jurisdiction. The funds must be spent to benefit people of low and moderate incomes (e.g. \$90,100 or less for a family of four in Los Angeles County or \$63,100 or less for an individual) and not more than 20 percent of the funds may be dedicated to administrative costs. The primary objective of the CDBG program is to strengthen communities by providing funds to improve housing, living environments and economic opportunities, principally for persons with low and moderate incomes.

The Coronavirus Aid, Relief and Economic Security Act (CARES Act) provides \$2 trillion in emergency funds to support individuals and businesses affected by the coronavirus pandemic. Of this funding, \$5 billion was allocated as CDBG-CARES Act funding to prevent, prepare for, and respond to the coronavirus. The following is a breakdown of the funding allocation

- \$2 billion directly to existing CDBG grantees that received funding in FY 2020 using the existing formula for all grantees. The City of South Pasadena is receiving \$73,528 from this allocation.
- \$2 billion directly to states or local government at the discretion of the Secretary of HUD, using a new formula that prioritizes risk of coronavirus transmission, number of coronavirus cases, and economic and housing market disruptions.
- \$1 billion to states based on a new formula that prioritizes risk of coronavirus transmission, number of coronavirus cases, and economic and housing market disruptions.

The CARES Act also gives CDBG grantees flexibilities to make it easier to use the CDBG-CARES Act funding as well as the FY2019 and FY2020 CDBG grant allocations for coronavirus response purposes. The immediate flexibilities include:

- ✓ 5-day public comment period as opposed to a standard 30-day public comment period
- ✓ Suspension of the 15 percent cap on public services so long as the activities “prevent, prepare for, and respond to the coronavirus”

- ✓ Suspension of the 15 percent cap on services for FY2019 and FY2020 CDBG allocations
- ✓ Allows virtual hearings

A Federal Register notice with additional waivers and alternative requirements is pending. However, grantees are advised to not wait and begin amending and preparing plans as soon as possible.

Legal Review

The City Attorney has reviewed this item.

Fiscal Impact

The LACDA released preliminary funding levels for FY2020 and the City's total CDBG allocation is estimated to be \$124,991. An additional \$116,574 in carryover funding from FY 2019 is also added to the FY2020 funding for a grand total of \$241,565. The senior nutrition program will receive \$24,998 while the sidewalk replacements and ADA ramp upgrades will receive \$216,567. The annual allocation may be adjusted by the LACDA. Additionally, the City will receive \$73,528 in a CDBG-CARES Act supplemental allocation. There is sufficient funding in both FY2020 CDBG funding and the CDBG-CARES Act funding for the proposed programs to not impact the General Fund.

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 of the City's website and/or notice in the *South Pasadena Review* on Friday, May 1, 2020.

Attachment:

1. Resolution: Approving the City of South Pasadena's Community Development Block Grant (CDBG) program for Fiscal Year 2020-2021 and the CDBG-CARES Act supplemental allocation program.
2. HUD Quick Guide to CDBG Eligible Activities to Support Coronavirus and Other Infectious Disease Response (REVISED April 6, 2020)

ATTACHMENT 1
Resolution

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF SOUTH PASADENA, CALIFORNIA,
AUTHORIZING THE ALLOCATION OF THE COMMUNITY
DEVELOPMENT BLOCK GRANT (CDBG) FUNDS FOR FISCAL YEAR
2020-2021 AND THE CDBG CORONAVIRUS AID, RELIEF AND
ECONOMIC SECURITY ACT (CARES ACT) SUPPLEMENTAL
FUNDING**

WHEREAS, the Community Development Block Grant (CDBG) Program has operated since 1974 to provide local governments the resources to meet the needs of persons of low-and moderate-income; and

WHEREAS, the City of South Pasadena contracts with the Los Angeles County Development Authority for the disbursement of Community Development Block Grant Funds, through the Small Cities Program; and

WHEREAS, the City of South Pasadena will receive an estimated total of \$124,991 in Fiscal Year 2020-2021 in Community Development Grant Funds and \$116,574 in previous year unallocated funds, for a total of \$241,565; and

WHEREAS, the President signed the CARES Act in response to the coronavirus pandemic allocating \$2 billion directly to existing CDBG grantees that received funding in Fiscal Year 2020-2021 using the existing formula for all grantees; and

WHEREAS, the City of South Pasadena is receiving \$73,528 from the CDBG-CARES Act supplemental funding to prevent, prepare for and respond to the COVID-19 pandemic; and

WHEREAS, the City Council has conducted a public hearing, with the required prior noticing to provide the public and opportunity to comment on the programs proposed for the Fiscal Year 2020-2021 Community Development Block Grant Funds Program and the CDBG-CARES Act supplemental allocation.

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

SECTION 1. The City Council approves the Community Development Block Grant (CDBG) Program Budget for Fiscal Year 2020-2021 and the CDBG CARES Act supplemental allocation and instructs staff to submit the necessary document and a copy of this Declaration to the Los Angeles County Development Authority. The proposed projects are:

- | | |
|--|-----------|
| 1) Senior Nutrition Program: | \$24,998 |
| 2) Sidewalk replacement and ADA ramp upgrades: | \$216,565 |
| 3) CDBG CARES Act Senior Meal Program: | \$73,528 |

SECTION 2. The City Council authorizes City staff to adjust the Program budget as necessary throughout the Fiscal Year. This includes, but is not limited to, allocating amounts on a per project basis, adjusting project budgets, implementing a new or cancelling existing activities, to allow for the timely expenditure of CDBG-funds.

SECTION 3. This resolution shall take effect from and after the date of its passage and adoption.

SECTION 4. 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 6th day of May, 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 6th day of May, 2020, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

Evelyn G. Zneimer, City Clerk
(seal)

ATTACHMENT 2
Quick Guide to
CDBG Eligible Activities

Quick Guide to CDBG Eligible Activities to Support Coronavirus and Other Infectious Disease Response
REVISED April 6, 2020

Grantees should coordinate with local health authorities before undertaking any activity to support state or local pandemic response. Grantees may use Community Development Block Grant (CDBG) funds for a range of eligible activities that prevent and respond to the spread of infectious diseases such as the coronavirus.

Examples of Eligible Activities to Support Coronavirus and Other Infectious Disease Response

<i>For more information, refer to applicable sections of the Housing and Community Development Act of 1974 (for State CDBG Grantees) and CDBG regulations (for Entitlement CDBG grantees).</i>	
Buildings and Improvements, Including Public Facilities	
Acquisition, construction, reconstruction, or installation of public works, facilities, and site or other improvements. <i>See section 105(a)(2) (42 U.S.C. 5305(a)(2)); 24 CFR 570.201(c).</i>	Construct a facility for testing, diagnosis, or treatment.
	Rehabilitate a community facility to establish an infectious disease treatment clinic.
	Acquire and rehabilitate, or construct, a group living facility that may be used to centralize patients undergoing treatment.
Rehabilitation of buildings and improvements (including interim assistance). <i>See section 105(a)(4) (42 U.S.C. 5305(a)(4)); 24 CFR 570.201(f); 570.202(b).</i>	Rehabilitate a commercial building or closed school building to establish an infectious disease treatment clinic, e.g., by replacing the HVAC system.
	Acquire, and quickly rehabilitate (if necessary) a motel or hotel building to expand capacity of hospitals to accommodate isolation of patients during recovery.
	Make interim improvements to private properties to enable an individual patient to remain quarantined on a temporary basis.
Assistance to Businesses, including Special Economic Development Assistance	
Provision of assistance to private, for-profit entities, when appropriate to carry out an economic development project. <i>See section 105(a)(17) (42 U.S.C. 5305(a)(17)); 24 CFR 570.203(b).</i>	Provide grants or loans to support new businesses or business expansion to create jobs and manufacture medical supplies necessary to respond to infectious disease.
	Avoid job loss caused by business closures related to social distancing by providing short-term working capital assistance to small businesses to enable retention of jobs held by low- and moderate-income persons.
Provision of assistance to microenterprises. <i>See section 105(a)(22) (42 U.S.C. 5305(a)(22)); 24 CFR 570.201(o).</i>	Provide technical assistance, grants, loans, and other financial assistance to establish, stabilize, and expand microenterprises that provide medical, food delivery, cleaning, and other services to support home health and quarantine.

Provision of New or Quantifiably Increased Public Services	
<p>Following enactment of the CARES Act¹, the public services cap² has no effect on CDBG-CV grants and no effect on FY 2019 and 2020 CDBG grant funds used for coronavirus efforts.</p> <p><i>See section 105(a)(8) (42 U.S.C. 5305(a)(8)); 24 CFR 570.201(e).</i></p>	Carry out job training to expand the pool of health care workers and technicians that are available to treat disease within a community.
	Provide testing, diagnosis or other services at a fixed or mobile location.
	Increase the capacity and availability of targeted health services for infectious disease response within existing health facilities.
	Provide equipment, supplies, and materials necessary to carry-out a public service.
	Deliver meals on wheels to quarantined individuals or individuals that need to maintain social distancing due to medical vulnerabilities.
Planning, Capacity Building, and Technical Assistance	
<p>States only: planning grants and planning only grants.</p> <p><i>See section 105(a)(12).</i></p>	Grant funds to units of general local government may be used for planning activities in conjunction with an activity, they may also be used for planning only as an activity. These activities must meet or demonstrate that they would meet a national objective. These activities are subject to the State's 20 percent administration, planning and technical assistance cap.
<p>States only: use a part of to support TA and capacity building.</p> <p><i>See section 106(d)(5) (42 U.S.C. 5306(d)(5)).</i></p>	Grant funds to units of general local government to hire technical assistance providers to deliver CDBG training to new subrecipients and local government departments that are administering CDBG funds for the first time to assist with infectious disease response. This activity is subject to the State's 3 percent administration, planning and technical assistance cap.
<p>Entitlement only: data gathering, studies, analysis, and preparation of plans and the identification of actions that will implement such plans. <i>See 24 CFR 570.205.</i></p>	Gather data and develop non-project specific emergency infectious disease response plans.

Planning Considerations

Infectious disease response conditions rapidly evolve and may require changes to the planned use of funds:

- CDBG grantees must amend their Consolidated Annual Action Plan (Con Plan) when there is a change to the allocation priorities or method of distribution of funds; an addition of an activity not described in the plan; or a change to the purpose, scope, location, or beneficiaries of an activity (24 CFR 91.505).
- If the changes meet the criteria for a “substantial amendment” in the grantee’s citizen participation plan, the grantee must follow its citizen participation process for amendments (24 CFR 91.105 and 91.115).
- Under the CARES Act, CDBG grantees may amend citizen participation and Con Plans concurrently in order to establish and implement expedited procedures with a comment period of no less than 5-days.

Resources

The Department has technical assistance providers that may be available to assist grantees in their implementation of CDBG funds for activities to prevent or respond to the spread of infectious disease. Please contact your local CPD Field Office Director to request technical assistance from HUD staff or a TA provider.

- Submit your questions to: CPDQuestionsAnswered@hud.gov
- Coronavirus (COVID-19) Information and Resources: <https://www.hud.gov/coronavirus>
- CPD Program Guidance and Training: <https://www.hudexchange.info/program-support/>

¹ On March 27, 2020, President Trump approved the Coronavirus Aid, Relief, and Economic Security Act (Public Law 116-136) (CARES Act). The CARES Act makes available \$5 billion in CDBG coronavirus response (CDBG-CV) funds to prevent, prepare for, and respond to coronavirus.

² Section 105(a)(8) of the HCD Act caps public service activities at 15 percent of most CDBG grants. Some grantees have a different percentage cap.



City Council Agenda Report

ITEM NO. 20

DATE: May 6, 2020

FROM: Stephanie DeWolfe, City Manager

PREPARED BY: Lucy Demirjian, Assistant to the City Manager

SUBJECT: **Reconsideration of Professional Services Agreement with Emanuels Jones and Associates for Legislative Advocacy Services**

Recommendation Action

The City Council has requested reconsideration of the Professional Services Agreement (PSA) with Emanuels Jones and Associates (EJA) for legislative advocacy services.

Commission Review and Recommendation

This matter was not reviewed by a commission.

Discussion/Analysis

In July 2019, the City Council approved the agreement with EJA for an 18 month term to coincide with the current legislative session, ending December 2020. Since the beginning of the legislative session, EJA has worked directly with legislators and with the Committees of jurisdiction and the Governor's office to ensure the City's needs are addressed. EJA has also provided the City with extensive budget analysis and dozens of grant opportunities. Currently, the firm is pulling together a coalition to secure funding for cities under 500,000 population that did not receive funds from the CARES Act. In addition, they continue to track and report on the State Legislature, which is scheduled to come back to Sacramento and begin work on May 4th.

During the April 15, 2020, City Council meeting. Councilmember Cacciotti made a motion, seconded by Councilmember Schneider, to reconsider the EJA contract in an effort to cut costs, noting the city's financial position will be negatively impacted by the COVID-19 crisis. The monthly cost for the contract with EJA is \$2,500, plus quarterly required FPPC filing fees and travel expenses for a not-to-exceed total cost of \$47,450. Currently, there is approximately \$22,000 remaining encumbrance for the eight months left in the contract term. The City can terminate the agreement at any time without cause upon a thirty day written notice to the consultant.

Background

EJA serves as a voice in Sacramento and provides up to date information on the actions the State is taking to address local needs. The firm works with Staff to strengthen the City's legislative advocacy program by tracking legislation, preparing proposals for legislative action, and arranging meetings with State agency personnel. EJA reviews all legislative bills for their impact

on the City and take action of specific proposals. This work includes advocating for the protection of local revenues during the state's budget process, preserving local control on housing and other issues, and advancing other legislative issues of interest. The firm also represents the cities of Burbank, Glendale and Pasadena and that synergy is useful in advancing regional goals.

Legal Review

The City Attorney has reviewed this item.

Fiscal Impact

If the Council decides to terminate the contract immediately, the projected savings from the encumbrance will be approximately \$19,500 for the months of June through December.

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: Emanuels Jones and Associates Professional Services Agreement

CITY OF SOUTH PASADENA

1. PROFESSIONAL SERVICES AGREEMENT

1. PARTIES AND DATE.

This Agreement is made and entered into this 17th day of July, 2019, by and between the City of South Pasadena, a municipal corporation, organized under the laws of the State of California, with its principal place of business at 1414 Mission St, South Pasadena, CA 91030 (“City”) and Emanuels Jones and Associates, with its principal place of business at 1400 K Street, Suite 360, Sacramento, California (“Consultant”). City and Consultant are sometimes individually referred to herein as “Party” and collectively as “Parties.”

2. RECITALS.

2.1 Consultant.

Consultant desires to perform and assume responsibility for the provision of certain legislative advocacy services required by the City on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing professional legislative advocacy consulting services to public clients, is licensed in the State of California, and is familiar with the plans of City.

2.2 Project.

City desires to engage Consultant to render legislative advocacy services (hereinafter referred to as “Project”) as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional legislative advocacy consulting services necessary for the Project (“Services”). The Services are more particularly described in Exhibit “A” attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall be from July 1, 2019 to December 31, 2020; unless earlier terminated as provided herein. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines.

3.2 Responsibilities of Consultant.

3.2.1 Independent Contractor; Control and Payment of Subordinates.

The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Consultant on an independent contractor basis and not as an employee. Consultant retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall also not be employees of City and shall at all times be under Consultant's exclusive direction and control. Neither City, nor any of its officials, officers, directors, employees or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents, except as set forth in this Agreement. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 Schedule of Services. Consultant shall perform the Services expeditiously, within the term of this Agreement. Consultant represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Consultant's conformance with the Schedule, City shall respond to Consultant's submittals in a timely manner. Upon request of City, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2.3 Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the approval of City.

3.2.4 Substitution of Key Personnel. Consultant has represented to City that certain key personnel will perform and coordinate the 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. In the event that City and Consultant cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the City, or who are determined by the City to be uncooperative, incompetent,

a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the Consultant at the request of the City. The key personnel for performance of this Agreement are as follows: David Jones & Kyra Ross.

- 3.2.5 City's Representative. The City hereby designates Lucy Demirjian, or her designee, to act as its representative in all matters pertaining to the administration and performance of this Agreement (“City's Representative”). City's Representative shall have the power to act on behalf of the City for review and approval of all products submitted by Consultant but not the authority to enlarge the Scope of Work or change the total compensation due to Consultant under this Agreement. The City Manager shall be authorized to act on City's behalf and to execute all necessary documents which enlarge the Scope of Work or change the Consultant's total compensation subject to the provisions contained in Section 3.3 of this Agreement. Consultant shall not accept direction or orders from any person other than the City Manager, City's Representative or his/her designee.
- 3.2.6 Consultant's Representative. Consultant hereby designates David Jones, or his/her designee, to act as its representative for the performance of this Agreement (“Consultant's Representative”). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his/her best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.
- 3.2.7 Coordination of Services. Consultant agrees to work closely with City staff in the performance of Services and shall be available to City's staff, consultants and other staff at all reasonable times.
- 3.2.8 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees and subconsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the

Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Consultant shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its sub-consultants who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

- 3.2.9 Laws and Regulations. 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 the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services. If Consultant performs any work knowing it to be contrary to such laws, rules and regulations, Consultant shall be solely responsible for all costs arising therefrom.
- 3.2.10 Indemnification. Consultant shall defend, indemnify and hold City, its officials, directors, officers, employees, agents, and volunteers free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.
- 3.2.11 Insurance. CONSULTANT shall obtain and shall require its subcontractors to obtain insurance of the types and in the amounts described below and satisfactory to CITY. Approval of any such insurance by CITY does not relieve CONSULTANT or any subcontractor from indemnification liability as set forth above. Any requirements for insurance to be maintained after completion of the work shall survive this agreement.
- 3.2.12 Types of Insurance Required. As a condition precedent to the effectiveness of this Agreement for work to be performed hereunder, and without limiting the indemnity provisions of the Agreement, the Consultant, in partial performance of its obligations under such Agreement, shall procure and maintain in full force and effect during the term of the Agreement the following policies of insurance. If the existing

policies do not meet the insurance requirements set forth herein, Consultant agrees to amend, supplement or endorse the policies to do so. If Consultant maintains higher limits than the specified minimum limits, City requires and shall be entitled to coverage for the higher limits maintained by Consultant.

(A) Commercial General Liability: CONSULTANT shall maintain occurrence version commercial general liability insurance of equivalent form with a combined single limit of not less than \$1,000,000 per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two times the occurrence limit. The CONSULTANT'S insurance coverage shall be primary insurance as respects the CITY, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the CITY, its officers, officials, employees and volunteers shall be excess of the CONSULTANT's insurance and shall not contribute with it. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the CITY, its officers, officials, employees and volunteers. Prior written consent is required if the insurance has a deductible or self-insured retention in excess of \$25,000. A standard occurrence order must be provided unless prior written consent is obtained.

The CONSULTANT insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(B) Automobile Liability Insurance: CONSULTANT shall maintain business automobile liability insurance or equivalent form with a combined single limit of not less than \$250,000 per occurrence.

(C) Workers' Compensation: CONSULTANT shall maintain Workers' Compensation insurance with statutory limits and employers' liability insurance with limits as required by the California Labor Code and of not less than \$1,000,000 per accident, \$1,000,000 per disease per employee, and \$1,000,000 disease per policy. The policy must include a written waiver of the insurer's right to subrogate against CITY. A subrogate waiver endorsement and property completed certificate of insurance will be required.

3.2.13 Endorsements. Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for approval.

3.2.14 Deductible. Any deductible or self-insured retention must be approved in writing by the City and shall protect the indemnified parties in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.

3.2.15 Evidence of Insurance. The Consultant, concurrently with the execution of the Agreement, and as a condition precedent to the effectiveness thereof, shall deliver either certified copies of the required policies, or original certificates and endorsements on forms approved by the City. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15) days prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced, Consultant shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

3.2.15.1 Failure to Maintain Coverage. Consultant agrees to suspend and cease all operations hereunder during such period of time as the required insurance coverage is not in effect and evidence of insurance has not been furnished to the City. The City shall have the right to withhold any payment due Consultant until Consultant has fully complied with the insurance provisions of this Agreement. In the event that the Consultant's operations are suspended for failure to maintain required insurance coverage, the Consultant shall not be entitled to an extension of time for completion of the Services because of production lost during suspension.

3.2.16 Acceptability of Insurers. Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and authorized to do business in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

3.2.17 Insurance for Subconsultants. All subconsultants shall be included as additional insureds under the Consultant's policies, or the Consultant

shall be responsible for causing subconsultants to purchase the appropriate insurance in compliance with the terms of these Insurance Requirements, including adding the City as an Additional Insured to the subconsultant's policies. Consultant shall provide to City satisfactory evidence as required under Section 3.2.11.1 of this Agreement.

3.3 Fees and Payments.

- 3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "B" attached hereto and incorporated herein by reference. The total compensation shall not exceed Forty Seven Thousand Four Hundred and Fifty Dollars (\$47,450) for the Eighteen (18) month term of the contract without written approval of the City Council or City Manager as applicable. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.
- 3.3.2 Payment of Compensation. Consultant shall submit to City a monthly invoice which indicates work completed and hours of Services rendered by Consultant. The invoice shall describe the amount of Services provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the invoice. City shall, within 30 days of receiving such invoice, review the invoice and pay all non-disputed and approved charges thereon. If the City disputes any of Consultant's fees, the City shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth therein.
- 3.3.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by City.
- 3.3.4 Extra Work. At any time during the term of this Agreement, City may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from the City.

3.4 General Provisions.

- 3.4.1 Termination of Agreement.

3.4.2 Grounds for Termination. City may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least thirty days (30) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to City, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

3.4.2.1 Effect of Termination. If this Agreement is terminated as provided herein, City may require Consultant to provide all finished or unfinished Documents and Data and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such document and other information within fifteen (15) days of the request.

3.4.2.2 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Consultant: Emanuel Jones and Associates
1400 K Street, Suite 306
Sacramento, CA 95814
ATTN: David Jones, President

City: City of South Pasadena
1414 Mission St, South
Pasadena, CA 91030
ATTN: City Manager

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

CONSULTANT

CITY OF SOUTH PASADENA

Approved by

Reviewed and Accepted by Consultant

David A. Jones
Signature

Stephanie DeWolfe
Signature

David Jones
Name

Stephanie DeWolfe
Name

President
Title

City Manager
Title

7/8/19
Date

7/17/19
Date

EXHIBIT "A"
Scope of Services

Emanuel Jones and Associates

- (a) Assist City Council and staff in developing strategies to successfully implement the City's Legislative and Administrative Agency Program.
- Meet with Council Members, City Manager and department heads upon request. Such meetings may be used to provide legislative and administrative agency update briefings, to develop strategy for the City's legislative and administrative agency advocacy program or to elicit specific proposals for legislative action.
- (b) Sacramento visits
- Prepare briefing materials and arrange appointments for Council Members and City staff when they travel to Sacramento to advance the City's legislative or administrative agency advocacy agenda.
- (c) Read all bills as introduced and all bill amendments as introduced. Identify legislation that significantly or uniquely impacts the City of South Pasadena,
- Alert the City staff to the legislation and provide electronic copies to City Manager's Office in a timely manner.
- (d) Track and report on legislation which the City has targeted with a support or oppose position.
- Report on the status of all bills on which the City has an adopted position.
 - Provide City staff with advance notice of hearings and critical actions relating to priority issues and bills as identified by the City.
- (e) Create and maintain an effective professional and personal relationship with the City's legislative delegation and their principal staff.
- (f) If the City sponsors legislation (1 bill per year maximum), this firm will:
- Coordinate drafting of legislation.
 - Seek legislative author or co-authors.
 - Seek co-sponsors and support from other Sacramento based lobbying organizations and other cities, including the League.
 - Meet with opponents and legislative consultants to understand the nature of opposition and possibilities for mutually agreeable amendments. Draft amendments if appropriate.
 - Arrange for City officials to meet with legislative committee chairs, committee members and staff consultants (including party caucus staff) in advance of committee hearing and vote.

- Assist City officials in preparation of hearing testimony.
 - Lobby committee members individually for support vote.
 - Arrange for City officials to meet with the Governor's Office, Department of Finance and relevant state departments.
 - Prepare support letters to Assembly and Senate floors.
 - Lobby floor votes.
 - Prepare "request for signature" letter to Governor.
- (g) If the City seeks a budget appropriation (1 per year maximum), we will follow the path of tasks outlined above as modified for the budget adoption process.
- (h) Lobby on behalf of the City for positions (non-sponsorship bills) adopted by the City Council.
- Communicate position to City's legislators via letter, and when feasible in person.
 - Individually or in coordination with allied cities or the League of California Cities, present testimony before legislative committee on City's position. When appropriate meet with committee consultants, committee chair and committee members to advance the City position.
 - When requested, arrange for South Pasadena officials to present testimony; meet with committee chair and members in advance of the hearing date.
 - Assist South Pasadena officials in preparation of testimony before legislative committees.
 - As requested, prepare letters on behalf of the City of legislative committees, Assembly and Senate floor and to the Governor.
- (i) Unlimited general legislative inquiry service
- Respond to City staff questions about legislation, committee analyses or impact of legislation on the City of South Pasadena.
 - Be available by telephone, fax or e-mail for direct consultation on any matter relating to State legislative or administrative matters.
- (j) Assist South Pasadena officials to develop an effective working relationship with the chairs and members of the Senate and Assembly Local Government and Appropriations Committees, the Governor's Office, and the Department of Finance.
- Arrange timely meetings.
 - Seek support for City issue
 - Prepare briefing papers for state officials and City Council members.

EXHIBIT "B"
Fee Schedule

Fees\Expenses		TERM: July 2019 – Dec 2020
Service Fee	\$2,500/ per month	\$45,000
FPPC Filings	\$75/quarterly	\$450
Travel Reimbursement		\$2,000
TOTAL CONTRACT		\$47,450

EJA understands the time commitment and resources necessary to successfully continue to serve the City of South Pasadena. EJA proposes an initial contract term to run with the current legislative session (ending in December 2020) with an option for four one-year renewals. This will ensure the City receives uninterrupted legislative advocacy services through the completion of the 2019-2020 Legislative Session with an option to review for the 2021-2022 Legislative Session and beyond.

For the full services provided to meet the work plan and scope of work outlined in Request for Proposals and this response, Emanuels Jones & Associates proposes the following

- A fixed price monthly fee of \$2,500 per month,
- Reimbursement of pre-approved travel expenses up to \$2,000 per every other year (first trip in fall 2020). Travel expenses (airfare, hotel, meals, rental car or other ground transportation) are billed at cost.
- FPPC Filing Fees of up to \$300 per year for the filing, on behalf of the City, of all registration and reporting requirements under the Political Reform Act as outlined by the Fair Political Practices Commission during the term of the contract. Each quarterly filing is billed at \$75.

For years 2021-2024 the monthly rates would be negotiated, but we recommend the monthly fee would be increased by at least 2% and not more than 4% each year beginning in 2021. This would be based on the lesser of (i) 4%; or (ii) the annual change in the Consumer Price Index (CPI). All Urban Consumers – San Francisco-Oakland-San-Jose Area, provided that the rates shall increase by not less than 2% per year notwithstanding the change in the CPI.

Additional fees may be necessary if the City of South Pasadena requires more than outlined in the request for qualifications and/or the scope of work outlined.



City Council Agenda Report

ITEM NO. 21

DATE: May 6, 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

SUBJECT: **Adopt a Resolution to Execute and Join the San Gabriel Valley Regional Housing Trust Joint Powers Agreement to Attract and Secure Additional Funding for Supportive and Affordable Housing Projects**

Recommendation

It is recommended that the City Council adopt a Resolution to execute the San Gabriel Valley Regional Housing Trust (SGVRHT) Joint Powers Agreement (Agreement) to attract and secure additional funding for supportive and affordable housing projects.

Commission Review and Recommendation

This matter was not reviewed by a commission.

Discussion/Analysis

The City currently has no funding to assist in the development of affordable housing. Participation in the SGVRHT will provide the City with an opportunity to attract and leverage the necessary funding to support the development of affordable housing. One such opportunity may include the purchase and rehabilitation of additional California Department of Transportation (Caltrans) properties with City partners through the Affordable Sales Program (ASP).

In October 2019, Governor Newsom signed Senate Bill 751 (Rubio) to allow cities in the San Gabriel Valley and the County of Los Angeles to form the SGVRHT to leverage and attract additional funding for planning and construction of housing for the homeless, extremely low, very low, and low-income households. As a Joint Powers Authority (JPA), the SGVRHT will be able to receive public and private financing and funds; to authorize and issue bonds; to provide funding to local jurisdictions or developers; but would not participate in the construction or implementation of projects. The SGVRHT will actively pursue public and private donations and grant funding to fund projects and programs that are most important to the San Gabriel Valley region. The SGVRHT will be governed by a Board of Directors comprised of elected officials from the San Gabriel Valley and two experts on homelessness or housing policy. It is unclear at

this time whether or not a future City-endorsed project would receive funding through the SGVRHT since the project selection criteria has not yet been established. However, Staff recommends that the City participate in the SGVRHT in order to be eligible for more regional funding opportunities.

Next Steps

1. SGVRHT to form a Technical Advisory Committee comprised of City staff from participating cities;
2. SGVRHT Board to develop project selection criteria based on regional priorities and funding requirements; and
3. SGVRHT to develop a Strategic Plan to refine its priorities, goals (including a specific number of housing units), and funding strategies (including the development of a revolving loan fund, monitoring State funding opportunities, and pursuing other potential funding sources).

Background

The City is currently exploring opportunities to increase affordable housing units by partnering with non-profit housing developers to acquire Caltrans surplus housing following the elimination of the State Route 710 freeway project; and access to additional funding through the SGVRHT would increase such opportunities. In June 2018, Caltrans offered six surplus properties to the City and other Housing Related Entities (HREs) for purchase under Phase I of the ASP. In January 2019, the City issued a Professional Services Agreement with Heritage Housing Partners (HHP) to conduct a feasibility analysis of the affordable housing opportunities associated with the surplus properties. The HHP report provided an overview of the current ASP process, explored the possibilities for a double-escrow, and included an evaluation of the surplus properties. The City submitted two proposals with different non-profit partners to Caltrans to acquire and rehabilitate the six surplus units through a double-escrow or side-by-side escrow that can only be completed between approved HREs. The City is still waiting to hear back from Caltrans if the City's joint proposals are accepted.

There are approximately 65 additional properties in the City that will be made available under Phase II of the ASP in the spring of 2020. Rehabilitation of the surplus properties are estimated between \$125,000 to \$215,000 per property (total amount of funding needed is approximately \$8.1 to \$14.0 million). On January 22, 2020, the City submitted a proposal to acquire the remaining Caltrans properties as a preliminary project for consideration by the SGVRHT. Participation in the SGVRHT would help leverage the additional funds necessary to procure and rehabilitate the properties for affordable housing. The City could follow its existing process and partner with other private HREs to acquire and rehabilitate the remaining properties to increase the amount of affordable housing in the City.

The SGVRHT Agreement was developed by a working group comprised of city staff from approximately seventeen cities in the San Gabriel Valley that met bi-weekly. Before finalization, the Agreement was also circulated to city managers and city attorneys for additional comment and review. The Agreement sets forth the powers of the SGVRHT to fund and finance the

planning and construction of affordable housing and housing for the homeless. The Agreement also establishes limitations on the powers of SGVRHT. Specifically, SGVRHT cannot do the following:

- Regulate land use within the jurisdiction of any of the parties;
- Levy or advocate or incentivize the levying of an impact fee, charge, or other land use exaction as a condition of approval for the funding for a development project;
- Require inclusionary zoning requirements;
- Fund or otherwise approve an agreement for a housing project that is not supported by the party; or
- Require the parties to the Agreement to accept or provide any specific number of housing units as a prerequisite to joining or remaining a party to the Agreement.

The SGVRHT currently has \$1.35 million in available funding and can apply for up to \$5 million through the State Housing Trust Fund Program in the spring of 2020. The SGVRHT intends to use funds from the State Housing Trust Fund Program to create a revolving loan fund. Cities' Senate Bill 2 Permanent Local Housing Allocation funds could be used as a match for the State Housing Trust Fund Program.

As of April 16, 2020, the following 12 cities, of the 30 cities, in the San Gabriel Valley Council of Governments have joined the SGVRHT:

- Alhambra
- Arcadia
- Baldwin Park
- Claremont
- Covina
- Diamond Bar
- Duarte
- Glendora
- La Verne
- Monrovia
- Pomona
- South El Monte

The City can decide to leave the SGVRHT at the end of any fiscal year, with at least 6 months' notice to the SGVRHT Board of Directors. If the City decides to leave the SGVRHT while a project was currently being funded in the City, the City would be responsible for an exit fee associated with the cost of the SGVRHT's completion of the project. If the City were to leave and return to the SGVRHT, it would be responsible for additional administrative fees upon its re-entry into the SGVRHT.

Legal Review

The City Attorney has reviewed this item.

Fiscal Impact

In November 2018, the City, along with other cities from the San Gabriel Valley, submitted applications through Measure H to provide the funding for the SGVRHT. Unfortunately, the SGVRHT portion of the application was not awarded. In 2019, Senator Rubio allocated \$5.6 million in state funding to address housing in the San Gabriel Valley. As a result the County reconsidered the City's original request and awarded the City with \$115,000 to support the creation of the SGVRHT.

An annual administrative fee based on the admission date and population size has been established by the SGVRHT. Based on the City's population size of less than 30,000, the City would be charged \$10,000 for its membership in the SGVRHT. However, the first year's membership has been waived due to the City's Measure H contributions to the SGVRHT. The annual membership dues will be adjusted annually for inflation and used to ensure consistent operations regardless of the SGVRHT's ability to acquire additional funds.

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. San Gabriel Valley Regional Housing Trust Joint Powers Agreement
2. Resolution to Execute the San Gabriel Valley Regional Housing Trust Joint Powers Agreement

ATTACHMENT 1
THE SAN GABRIEL VALLEY REGIONAL
HOUSING TRUST JOINT EXERCISE OF
POWERS AGREEMENT

**THE SAN GABRIEL VALLEY REGIONAL HOUSING
TRUST JOINT EXERCISE OF POWERS AGREEMENT**

THIS JOINT EXERCISE OF POWERS AGREEMENT ("Agreement") is made this 15th day of April 2020 ("Effective Date"), by and between the City of South Pasadena ("City") and the County of Los Angeles ("County") (individual, a "party" and collectively, the "Parties").

RECITALS

- A. The Parties are authorized to take such actions that promote the public health, safety and welfare of residents.
- B. The Parties acknowledge that a shortage of affordable housing exists as a result of various causes.
- C. The Parties are committed to providing additional housing opportunities and reducing homelessness in a coordinated and comprehensive manner.
- D. The Parties acknowledge that an adequate supply of housing will provide social and economic benefits to residents and taxpayers of each Party.
- E. Each Party has the individual power to fund the planning and construction of affordable housing projects within its jurisdictional boundaries and to carry out all of the purposes of this Agreement.
- F. The Parties find it in their mutual interest to enter into this Agreement to provide a coordinated response to addressing shortages in workforce housing, affordable housing, and supportive housing in the San Gabriel Valley.
- G. California Government Code sections 6500 et seq. ("Joint Exercise of Powers Act" or "Act") permits two or more public agencies to create a joint powers authority for the purposes cited herein, and permits such agencies to exercise jointly any power that the public agencies could exercise separately.
- H. California Government Code section 6539.6 authorizes the County of Los Angeles and any of the cities within the jurisdiction of the San Gabriel Valley Council of Governments to create a joint powers agency known as the San Gabriel Valley Regional Housing Trust ("SGVRHT"), which may do any of the following:
 - 1. fund the planning and construction of housing of all types and tenures for the homeless population and persons and families of extremely low, very low, and low income, as defined in Section 50093 of the Health and Safety Code, including, but not limited to, permanent supportive housing;
 - 2. receive public and private financing and funds; and
 - 3. authorize and issue bonds, certificates of participation, or any other debt instrument repayable from funds and financing received and pledged by SGVRHT.

- I. The Parties are establishing the SGVRHT to promote public-private partnerships, nonprofit collaborations, and community building to maximize sources of public and private funds, when available, to efficiently accelerate housing for homeless, low, very low and extremely low-income individuals and families.
- J. This Agreement shall not in any way be interpreted to limit any Party's authority over land-use decisions within their respective jurisdictions, including, but not limited to, whether any project or program supported by SGVRHT is to be implemented within such Party's jurisdiction.

NOW, THEREFORE, in consideration of the mutual promises set forth below, the parties agree as follows:

Section 1. Creation and Purpose.

- a) Creation of SGVRHT. Pursuant to the Joint Exercise of Powers Act, including Section 6539.6 of the Government Code, there is hereby created a public entity to be known as the "San Gabriel Valley Regional Housing Trust." SGVRHT shall be a public entity separate and apart from the Parties, and shall administer this Agreement.
- b) Purpose. This Agreement is made pursuant to the Joint Exercise of Powers Act for the purpose of creating SGVRHT as a public entity separate from the Parties to: (i) exercise common powers with respect to providing funding for the planning and construction of housing of all types and tenures for the homeless population and persons and families of extremely low, very low, and low income, as defined in Section 50093 of the Health and Safety Code, including, but not limited to, permanent supportive housing; and (ii) receive public and private financing and funds. The purpose of this Agreement shall be accomplished and common powers exercised in the manner set forth in the Agreement. Nothing contained in this Agreement shall preclude any Party from establishing, maintaining or providing social programs or services to its respective residents as it deems proper and necessary.

Section 2. Term and Termination.

- a) Term. This Agreement shall become effective, and SGVRHT shall come into existence, on the Effective Date, which date shall be the date upon which this Agreement has been approved by four eligible members, and this Agreement shall thereafter continue in full force and effect until terminated pursuant to subdivision (b) of this section.
- b) Termination. This Agreement may be terminated by agreement of a majority of the Parties, but shall remain in full force and effect until all bonds or SGVRHT liabilities have been paid. Upon such liabilities being paid, the assets of SGVRHT shall be distributed to the Parties in proportion to the contributions of each Party to SGVRHT and the amounts paid by, each Party in connection with SGVRHT's activities.

Section 3. Powers and Duties of SGVRHT.

- a) General Powers. SGVRHT shall have all the powers common to the Parties to

this Agreement necessary or convenient, specified or implied, to accomplish the purpose of this Agreement as set forth in Section 1, subject to the restrictions set forth in Section 3, subdivision (c) below. Said powers shall be exercised in the manner provided in the Joint Exercise of Powers Act, including without limitation all powers set forth in Government Code section 6539.6, and, except as expressly set forth herein, subject only to such restrictions upon the manner of exercising such powers as are imposed upon the City of West Covina, a general city.

- b) Specific Powers. Without limiting the generality of the powers conferred in subdivision (a) of this Section 3, SGVRHT is hereby authorized, in its own name, to do all of the acts necessary or convenient to the accomplishment of the purposes of this Agreement and the full exercise of the powers conferred in subdivision (a) of this Section 3, including but not limited to the following:
1. to make and enter into contracts;
 2. to contract for staff assistance, including, but not limited to, contracting with other public agencies;
 3. to sue and be sued in its own name;
 4. to apply for, accept, receive and disburse grants, loans and other aids from any Federal, State or local program that is related to the purposes of this Agreement;
 5. to invest any money in the treasury pursuant to Section 6505.5 of the Joint Exercise of Powers Act that is not required for the immediate necessities of SGVRHT, as SGVRHT determines is advisable, in the same manner and upon the same conditions as local agencies, pursuant to Section 53601 of the California Government Code;
 6. to apply for letters of credit or other forms of financial guarantees in order to enter into agreements in connection therewith;
 7. to incur and discharge debts, liabilities, and obligations, subject to the limitations provided in this Agreement and to the extent permitted under the law;
 8. to issue and receive loans;
 9. to engage the services of private consultants to render professional, financial and technical assistance and advice in carrying out the purposes of this Agreement;
 10. to employ and compensate legal counsel, including bond counsel, determined appropriate by SGVRHT in the accomplishment of the purposes of this Agreement;
 11. to contract for engineering, construction, architectural, accounting, environmental, land use, or other services determined necessary or convenient by SGVRHT in connection with the accomplishment of the purposes of this Agreement;
 12. for the purposes of enforcing affordable housing covenants or holding security interests for loans, to take title to, and transfer, sell by installment sale or otherwise, lands, structures, real or personal property, rights, rights-of-way, franchises, easements, and other interests in real or personal property which SGVRHT determines are necessary or convenient in connection with the accomplishment of the purposes of this Agreement;
 13. for the purposes of renting space for SGVRHT to operate, to lease to, and

to lease from, a Party or any other person or entity lands, structures, real or personal property, rights, rights-of-way, franchises, easements, and other interests in real or personal property which SGVRHT determines are necessary or convenient in connection with the accomplishment of the purposes of this Agreement;

14. to solicit charitable contributions from private sources;
15. to acquire, hold, or dispose of property, contributions, and donations of property, funds, services, and other forms of assistance from persons, firms, corporations, and government entities;
16. to partner with Parties on funding solicitations and other opportunities for the purposes set forth in this Agreement, including but not limited to jointly exercising powers with a Party pursuant to the Joint Exercise of Powers Act;
17. to the extent not herein specifically provided for, to exercise any powers in the manner and according to methods provided under the laws applicable to the SGVRHT; and
18. to carry out and enforce all the provisions of this Agreement in compliance with the Joint Exercise of Powers Act.

c) Limitation on Powers. This Agreement does not authorize SGVRHT do any of the following:

1. regulate land use within the jurisdiction of any of the Parties;
2. levy, or advocate or incentivize the levying of, any land use exaction such as an impact fee, charge, dedication, reservation or tax assessment, as a condition of approving the funding for or approval of, a development project;
3. require inclusionary zoning requirements;
4. fund or otherwise approve an agreement for a housing project that is not supported by the Party within whose jurisdiction the project is proposed to be located; or
5. require the Parties to this Agreement to accept or provide any specific number of housing units as a prerequisite to joining or remaining a Party to this Agreement.

Section 4. Members/Affiliates.

- a) Members. The members of SGVRHT shall be the Parties to this Agreement who have not withdrawn from SGVRHT, and such other entities that may join SGVRHT after execution of this Agreement. New members may join on the terms and conditions set forth in Section 10 hereof. Only the County of Los Angeles and cities within the jurisdiction of the San Gabriel Valley Council of Governments may become members of SGVRHT.
- b) Affiliates. Entities that are eligible to be a party to this Agreement may join the SGVRHT as an affiliate. Entities that join as an affiliate are not eligible to have a member of their governing board serve on the Board of Directors or receive funding for a project within their jurisdiction until such time, if ever, they become of a Party of SGVRHT. An eligible entity may become an affiliate through written notice from the executive officer of the entity, but shall not be a Party to this Agreement.

Section 5. Board of Directors.

- a) Selection of Directors. The membership of the Board of Directors of SGVRHT shall be governed by Government Code section 6539.6 and as it may be amended. As currently provided therein, SGVRHT shall be governed by a Board of Directors selected by the San Gabriel Valley Council of Governments Governing Board (“SGVCOG Board”) consisting of nine Directors selected as follows:
1. Seven Directors who are members of the SGVCOG Board that either represent: (i) a County of Los Angeles board of supervisor district that is located wholly or partially within the territory of the San Gabriel Valley Council of Governments, provided the County of Los Angeles is a Party to this Agreement; or (ii) a city that is a Party to this Agreement.
 2. Two Directors that are experts in homeless or housing policy.
 3. Alternates for each Director position may be established by the Board of Directors under bylaws adopted by the Board of Directors; provided that such alternates meet the requirements established in Government Code section 6539.6 and as it may be amended.
- b) Board Powers. Subject to the limitations of this Agreement and the laws of the State of California, the powers of SGVRHT shall be vested in and exercised by and its property controlled and its affairs conducted by the Board of Directors.
- c) Director Terms. At its first regular meeting following the Effective Date or at such other time as it determines, the SGVCOG Board shall select the Directors for the SGVRHT Board of Directors. Each Director shall serve a term of two years. At a regular SGVCOG Board meeting preceding the end of the Directors’ terms by at least 15 days, the SGVCOG Board shall select new Directors or re-select current Directors for the new terms of office. There is no limit on the number of terms a Director may serve. In the event of a vacancy on the Board of Directors, the SGVCOG Board shall appoint a replacement within 60 days of such vacancy who shall serve out the remainder of term of the Director that he or she has replaced.
- d) Advisory Board. The Board of Directors may appoint advisory boards that may include such persons as designated by the Board of Directors. The Board of Directors shall adopt bylaws that govern the appointment of advisory boards should it determine in its discretion to appoint such advisory boards.
- e) Compensation. Directors shall serve without compensation but may be reimbursed for any expenses actually incurred in connection with serving as a Director; provided such expenses have been previously approved by the Board of Directors and incurred in accordance with any SGVRHT policies or procedures governing same.
- f) Meetings of the Board of Directors.
1. Call, Notice and Conduct of Meetings. All meetings of the Board of Directors, including without limitation, regular, adjourned regular, special meetings and adjourned special meetings, shall be called, noticed, held

and conducted in accordance with the provisions of the Ralph M. Brown Act, Government Code sections 54950 *et seq.*

2. Regular Meetings. Regular meetings of the Board of Directors shall be held at such dates and times as the Board of Directors may fix by resolution; a copy of such resolution shall be furnished to each Party hereto. If any day so fixed for a regular meeting shall fall upon a legal holiday, then such regular meeting shall be held on the next succeeding business day at the same hour, unless otherwise determined by the Board of Directors. No notice of any regular meeting of the Board of Directors need be given to the individual Directors.
3. Special Meetings. Special meetings of the Board of Directors shall be held whenever called by the Chairperson of the Board or by a majority of the Directors. Notices of all special meetings shall be provided to all Parties.
4. Quorum. A quorum is established if at least five (5) Directors are present at a meeting, except that less than a quorum may adjourn a meeting to another time and place or constitute a "committee of the whole" for purposes of hearing reports or other matters not requiring action by the Board of Directors. Unless otherwise provided in this Agreement, actions and decisions of the Board of Directors may be taken by a majority of the quorum present at any meeting.
5. Minutes. The Board of Directors shall cause minutes of all regular, adjourned regular, and special meetings to be kept and present same for approval by the Board of Directors.
6. Officers. The Board of Directors shall elect a chairperson and a vice chairperson from among its Directors at the first meeting held in each calendar year. In the event that the chairperson or vice chairperson so elected ceases to be a Director, the resulting vacancy shall be filled at the next regular meeting of the Board of Directors held after such vacancy occurs or at a special meeting called for that purpose. In the absence or inability of the chairperson to act, the vice chairperson shall act as chairperson. The chairperson, or in the chairperson's absence, the vice chairperson, shall preside at and conduct all Board of Director meetings.
7. Rules and Regulations. The Board of Directors may adopt, from time to time, by resolution, such rules, regulations and bylaws for the conduct of its meetings and affairs as the Board determines is necessary or convenient.

Section 6. Additional Officers and Employees

a) Officers and Contract Staff.

1. SGVRHT may contract for officers and staff with a Party to this Agreement, the San Gabriel Valley Council of Governments or other independent contractors, agents, or volunteers as the Board of Directors may deem necessary to carry out any of SGVRHT's powers, upon such terms and

conditions as the Board may require, including the retaining of professional and technical assistance, provided that adequate funds are available in SGVRHT's budget and are appropriated by SGVRHT therefore.

2. None of the officers, agents or staff, if any, directly contracted by SGVRHT shall be deemed, by reason of their roles or duties or contracted status, to be employed by any Party.
 3. If SGVRHT contracts with a Party to this Agreement to provide SGVRHT with administrative services through persons who are employees and/or officers of the Party, then any retirement liabilities associated with that Party's employees and/or officers shall not constitute a liability of SGVRHT or any other Party to this Agreement.
 4. All privileges and immunities from liability, exemptions from laws, ordinances and rules, and benefits that apply to officers, agents or employees of a member Party shall apply to the same extent when performing duties for SGVRHT.
- b) Treasurer and Auditor/Controller. Pursuant to Government Code Sections 6505.5 and 6505.6, the Board of Directors shall appoint an officer or employee of SGVRHT, the treasurer of a Party to this Agreement or a certified public accountant to hold the offices of treasurer and auditor for SGVRHT. Such person or persons shall possess the powers of and shall perform the treasurer and auditor functions for SGVRHT required by Sections 6505, 6505.5 and 6505.6 of the Government Code, including any amendments thereto. Pursuant to Government Code Section 6505.1, the auditor and treasurer shall have charge of certain property of SGVRHT. The treasurer and auditor shall ensure that there shall be strict accountability of all funds and reporting of all receipts and disbursements of SGVRHT. The treasurer and auditor of SGVRHT shall be required to file an official bond as required by Government Code section 6505.1 with the Board of Directors in an amount, which shall be established by the Board. Should the existing bond or bonds of any such officer be extended to cover the obligations provided herein, said bond shall be the official bond required herein. The premiums on any such bonds attributable to the coverage required herein shall be an appropriate expense of SGVRHT.
- c) Attorney. The Board of Directors shall have the power to appoint one or more legal advisors to SGVRHT who shall perform such duties as may be prescribed by the Board.

Section 7. Financial Provisions

- a) Fiscal Year. The Fiscal Year of SGVRHT shall, unless and until changed by the Board of Directors, commence on the 1st day of July of each year and shall end on the 30th day of June of the next succeeding year except that the initial Fiscal Year of SGVRHT shall commence on the effective date of this Agreement and end on the immediately following 30th day of June.
- b) Budget.
 1. General Budget. Within one hundred and twenty days (120) after the first meeting of the Board of Directors, a general budget for the first fiscal year shall be adopted by the vote of a majority of the membership of the Board

of Directors.

2. Expenditures for the Approved Budget. The payment of all SGVRHT obligations is limited to the amount of appropriations allowed in SGVRHT's approved budget, except as it may be revised with the approval of a majority of all of the Directors of the Board of Directors.

c) Contributions by the Parties.

1. Administrative Cost Contributions. The Parties agree that they shall make annual contributions ("Administrative Fee") towards the budgeted administrative costs of SGVRHT in accordance with a cost allocation formula as outlined below:

Population	Annual Administrative Fee
Up to 30,000	\$10,000
30,001 – 60,000	\$15,000
60,001 – 100,000	\$20,000
100,001 – 175,000	\$25,000
County (per district)	\$25,000

Affiliate Membership

Population	Annual Administrative Fee
Up to 30,000	\$2,000
30,001 – 60,000	\$3,000
60,001 – 100,000	\$4,000
100,001 – 175,000	\$5,000

The Administrative Fee and Affiliate Fee (collectively, "Fees") shall be assessed annually. After the first fiscal year, the Fees shall increase annually in an amount equal to the U.S. Bureau of Labor Statistics consumer price index for the Los Angeles-Long Beach-Anaheim area for the 12-month period preceding the year the Fees are assessed. Payment of the Fees shall be due within 30 days of receipt of an invoice from the SGVRHT. The invoice shall indicate how the Fees were calculated. A Party's contribution to SGVRHT's administrative costs shall be in the form of money, unless the Board of Directors approves another form of contribution such as services, personal property or use of real or personal property, or other in-kind contributions. The acceptance and valuation of any such non-monetary contributions may be used to offset in whole or part a Party's contribution as determined in the sole and absolute discretion of the Board of Directors. If a Party has received funding through the County Measure H Program and allocates that funding to support the start-up and operations of the SGVRHT, the funding will be credited towards the Party's first year Administrative Fee only. Notwithstanding the above, after the first fiscal year the Board of Directors may establish Fees in an amount the Board of Directors deems financially prudent; provided it shall roughly be proportional as to each Party in the amounts reflected in the table above.

2. Program Cost Contributions. In addition to a Party's annual Administrative Fee set forth above, the level of, and mechanism for involvement by

SGVRHT or a Party to any particular programs and program budget, funded, sponsored or operated by SGVRHT, shall be determined and approved by the Board of Directors.

d) Accounts and Reports.

1. Books and Records. There shall be strict accountability of all SGVRHT funds and accounts and report of all SGVRHT receipts and disbursements. Without limiting the generality of the foregoing, SGVRHT shall establish and maintain such funds and accounts as may be required by good government accounting practice. The books and records of SGVRHT shall be open to inspection at all reasonable times by each Party and its duly authorized representatives.
2. Annual Audit. The person appointed by the Board of Directors to perform the auditor function for SGVRHT shall cause an annual independent audit of the accounts and records of SGVRHT and records to be made by a certified public accountant or firm of certified public accountants in accordance with Government Code section 6505. Such audits shall be delivered to each Party and shall be made available to the public.
3. Annual Financial Report. Pursuant to section 6539.6 of the Government Code, SGVRHT shall publish an Annual Financial Report that shall describe the funds received by SGVRHT and the use of such funds by SGVRHT. The Annual Financial Report shall describe how the funds received by SGVRHT have furthered the purpose of SGVRHT.

- e) Funds. Subject to the applicable provisions of any instrument or agreement which SGVRHT may enter into, which may provide for a trustee or other fiscal agent to receive, have custody of and disburse SGVRHT funds, the person appointed by the Board of Directors to perform the treasurer function for SGVRHT shall receive, have the custody of and disburse SGVRHT funds in accordance with generally accepted accounting practices, shall make the disbursements required by this Agreement or to carry out any of the provisions or purposes of this Agreement.

Section 8. Amendments.

Unless otherwise specifically provided herein, this Agreement may not be amended or modified except by writing and with approval of two-thirds of the governing bodies of all the Parties and no other amendment or modification shall be of any force and effect unless approved in accordance with this Agreement.

Section 9. Non-Liability for Obligations of SGVRHT.

The debts, liabilities and obligations of SGVRHT shall not be considered the debts, liabilities or obligations of any Party or its respective officers, agents, employees, representatives or volunteers.

- a) Indemnification. The SGVRHT shall defend, indemnify and hold harmless each Party, its officers, agents, employees, representatives and volunteers (the "Indemnitees") from and against any loss, injury, claim, lawsuit, liability, expense, or damages of any kind or nature (collectively, "Claims") brought by a third party

which arises out of or in connection with SGVRHT's administration of this Agreement, including such third party claims arising out of or in connection with any Indemnitees acting within their authorized capacity as an officer, agent, employee, representative or volunteer of SGVRHT. The SGVRHT's duty to defend and indemnify under this Section shall not extend to Claims otherwise arising out of the Indemnitees' own active negligence, omissions or willful misconduct, whether in whole or part. The SGVRHT shall finance its obligation pursuant to this Subsection by establishing a liability reserve fund, and/or by purchasing commercial insurance, and/or by joining a joint powers insurance authority (JPIA) as determined by the Board. In the event the SGVRHT's financial obligations to indemnify, defend and hold harmless, pursuant to this Subsection, exceed the liability reserve fund and/or the proceeds from any applicable insurance and/or JPIA coverage maintained by the SGVRHT (hereinafter "Unfunded Liability"), a Party or Parties may meet and confer with SGVRHT in good faith to negotiate alternative means or mechanisms by which SGVRHT may fund such Unfunded Liability; however, in no event shall the event of an Unfunded Liability relieve, limit or waive SGVRHT's obligations of indemnity or defense to each Party as first set forth above in this Section. Nothing herein shall obligate any Party to indemnify or hold harmless SGVRHT for any Unfunded Liability.

- b) Assignment. Each Party shall assign to the SGVRHT its rights, title, and interest to recover damages from any third party for Claims arising out of this Agreement, to the extent that the SGVRHT has met its obligations to defend and indemnify such Party pursuant to this Section.
- c) Survival. SGVRHT's duty to defend, indemnify and hold harmless shall survive and continue in full force and effect after withdrawal of any Party from this Agreement, including as to the withdrawing Party, or termination of this Agreement for any reason with respect to any Claims that occurred before the date of such withdrawal or termination.

Section 10. Admission and Withdrawal of Parties.

- a) Admission of New Parties. It is recognized that additional eligible entities other than the Parties, may wish to join SGVRHT after the Effective Date. Such eligible entities may become a Party to this Agreement upon such terms and conditions as are established by this Agreement and the Board of Directors. As a condition precedent to becoming a Party more than six months after the Effective Date, an eligible entity may thereafter become a Party to this Agreement; provided that (1) this Agreement is adopted by its governing body and (2) the eligible entity pays, a late joining fee. The late joining fee shall be calculated by totaling the annual affiliate fee the eligible entity would have paid under this Agreement had it been an affiliate in all years prior to becoming a Party, minus any affiliate fees it actually paid during those years. Notwithstanding the foregoing, an eligible entity's late joining fee shall not exceed two times the amount of the applicable annual administrative fee existing at the time it becomes a Party. Payment shall be due within 30 days of receipt of an invoice from SGVRHT.
- b) Withdrawal from SGVRHT. A Party may withdraw from SGVRHT upon its governing board's adoption of a resolution stating its intent withdraw from

SGVRHT. The withdrawal of any Party, unless otherwise provided by the Board of Directors, shall be conditioned as follows:

1. The withdrawal shall be effective at the end of the SGVRHT fiscal year which is at least six months after the receipt by SGVRHT of a written notice of the Party's intent to withdraw, accompanied by a copy of the governing board resolution stating its intent to withdraw; and
2. Unless otherwise provided by a unanimous vote of the Board of Directors, withdrawal shall result in the forfeiture of the withdrawing Party's rights and claims relating to distribution of property and funds upon termination of SGVRHT as set forth in Section 2 above. Withdrawn members shall not be entitled to any reimbursement of Administrative Fees.

Section 11. Notices.

Notices required or permitted hereunder shall be sufficiently given if made in writing and delivered either personally or by registered or certified mail, postage prepaid, to the persons and entities listed at the addresses set forth in the attached Exhibit "A", or to such other address as may be designated to SGVRHT for formal notice:

- a. City of South Pasadena
Attn: City Manager
1414 Mission Street
South Pasadena, CA 91030

Section 12. Miscellaneous.

- a) Section Headings. The section headings herein are for convenience only and are not to be construed as modifying or governing or in any manner affecting the scope, meaning or intent of the provisions or language of this Agreement.
- b) Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all together shall constitute but one and the same Agreement.
- c) Laws Governing. This Agreement is made in the State of California under the Constitution and laws of such State and shall be construed and enforced in accordance with the laws of California.
- d) Severability. Should any part, term, portion or provision of this Agreement, or the application thereof to any person or circumstance, be held to be illegal or in conflict with any law of the State of California, or otherwise be rendered unenforceable or ineffectual, it shall be deemed severable, and the remainder of this Agreement or the application thereof to other persons or circumstances shall continue to constitute the agreement the Parties intended to enter into in the first instance.
- e) Successors. This Agreement shall be binding upon and shall inure to the benefit of the successors of the respective Parties hereto. No party may assign any right or obligation hereunder without the written consent of a majority of the other Parties.

IN WITNESS THEREOF, the Parties hereto have caused this Agreement to be executed and attested by their duly authorized officers, as follows:

Party: City of South Pasadena

By: _____
Robert S. Joe, Mayor

Attest: _____
Evelyn G. Zneimer Clerk

Party: County of Los Angeles

By: _____
Supervisor

Attest: _____
Clerk

ATTACHMENT 2
RESOLUTION

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF SOUTH PASADENA, CALIFORNIA,
TO EXECUTE AND JOIN THE SAN GABRIEL VALLEY
REGIONAL HOUSING TRUST JOINT POWERS AGREEMENT**

WHEREAS, the San Gabriel Valley Regional Housing Trust (SGVRHT) is a Joint Powers Authority that any city and the Los Angeles County Supervisorial Districts within the San Gabriel Valley can join by executing the Joint Powers Agreement (Agreement); and

WHEREAS, the Agreement sets forth the powers authorized to the SGVRHT in support of its purpose of funding and financing the planning and construction of affordable housing and housing for the homeless; and

WHEREAS, SGVRHT will be responsible for preparing an annual audit and annual financial report to describe the funds received by the SGVRHT, the use of said funds, and how they have furthered the purpose of the SGVRHT; and

WHEREAS, participation in the SGVRHT will assist the City in leveraging the necessary funding assist in the development of affordable housing; and

WHEREAS, the City Council now wishes to join the SGVRHT by executing the SGVRHT Agreement.

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 hereby executes the SGVRHT JPA.

SECTION 2. The City Manager is authorized to execute the SGVRHT JPA, and any amendments thereto, on behalf of the City as required by the SGVRHT.

SECTION 3. 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 6th day of May, 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 6th day of May, 2020, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

Evelyn G. Zneimer, City Clerk
(seal)



City Council Agenda Report

ITEM NO. 22

DATE: May 6, 2020

FROM: Stephanie DeWolfe, City Manager

PREPARED BY: Joanna Hankamer, Director of Planning and Community Development
Kanika Kith, Planning Manager

SUBJECT: **Adoption of Urgency Ordinance Amending Several Sections of Chapter 36 (Zoning) of the South Pasadena Municipal Code to Streamline Planning Approval Processes and Toll Planning and Permitting deadlines during the local Declaration of Emergency**

Recommendation Action

It is recommended that the Council:

1. Adopt Urgency Ordinance No. ____ making certain findings; amending South Pasadena Municipal Code (SPMC) by modifying Chapter 36 (Zoning), Sections 36.340.030 (Permit and Application Requirements), 36.340.050 (Hillside Project Development Standards), 36.400.020 (Authority of Land Use and Zoning Decisions), 36.400.040 (Application Preparation and Filing), 36.410.040 (Design Review), 36.410.060 (Conditional Use Permits and Administrative Use Permits), 36.410.065 (Hillside Development Permits), 36.420.020 (Time Limits and Extensions), 36.600.050 (Design Review Board), 36.610.050 (Appeal Filing, Processing and Decisions), 36.630.020 (Notice of Hearing), 36.630.040 (Review Authority Decision and Notice), and 36.630.050 (Recommendation by Planning Commission) in order to streamline applications for discretionary review, and tolling all planning and permitting deadlines during the Local Declaration of Emergency.
2. Direct Staff to schedule a public hearing for the Planning Commission to review and make recommendations to the City Council on a regular ordinance adopting amendments to the same sections of the South Pasadena Municipal Code.

Executive Summary

The City of South Pasadena (City) is responding to the COVID-19 pandemic as, first and foremost, a critical global health crisis. In order to continue providing services safely, many City departments have moved staff out of City Hall to work remotely. As the logistical and economic consequences of this enduring public health emergency increase, the Planning and Community Development

Department seeks to work more efficiently and cost-effectively in continuing to provide services to the public, and to provide planning and building time-extensions during the COVID-19 emergency. This report proposes an urgency ordinance to amend several sections of the South Pasadena Municipal Code (SPMC) to clarify and streamline planning approval processes, for use immediately upon adoption; and recommends that the City Council direct staff to bring a regular ordinance for the same code amendments to the Planning Commission for a public hearing and recommendation for adoption.

Discussion/Analysis

On March 19, 2020, Los Angeles Public Health officials announced a “Safer at Home” order (COVID-19 Order) prohibiting all indoor and outdoor public and private gatherings and events. The order specifically required that all businesses cease operations and close to the public continuing through April 19, 2020 (now extended through May 15, 2020.) To comply with this order, the City reduced the number of employees required to work in person in order to minimize exposure. The City made operational decisions to meet the objectives of the order including:

- Cancelling City activities involving public gatherings, including Planning Commission, Cultural Heritages Commission, and Design Review Board meetings until a virtual option became available;
- Closing public facilities where possible;
- Assigning staff to work from home, where possible;
- Reducing operations and assigning crews to work on a rotational basis to minimize exposures; and
- Halting certain activities if required by the order.

Since March 19, 2020 the Planning and Community Development Department has used online technologies to enable staff to process planning and building applications while working remotely. Such implementation include: creating an online E-Plan Submittal Portal for plan check; accepting pdf submittals for planning review; providing virtual counter hours by phone and video conference; and responding by email to inquiries within 2-3 business days, sometimes same-day. And while commission meetings were cancelled between mid-March and mid-April, staff created a protocol for virtual commission meetings using video-conferencing and broadcast technologies, including an allowance for public participation by email, for use starting on April 6th with a Director’s Hearing and on April 28th and 30th for special meetings of the Planning Commission and Cultural Heritage Commissions respectively.

While staff has adjusted to providing planning and building services remotely, existing inefficiencies in the current Zoning Code pertaining to processing planning applications are amplified, causing more staff time to process applications and at a greater expense to the City. Some of the proposed code amendments are clarifications of or codifying existing processes intended to continue; while other proposed amendments are recommended to modify existing approval processes. The proposed amendments would have immediate benefits in time and cost-savings for applicants and for the City.

Given the sudden and widespread current economic downturn affecting local residents, businesses, and City revenue streams, staff recommends an urgency ordinance to amend the Zoning Code to provide immediate time and cost-effective streamlining of planning applications, and to toll all deadlines for reviewing and acting on planning applications, exercising rights under planning

entitlements, and expiration of building permits; and recommends taking a subsequent regular ordinance of identical Zoning Code amendments to the Planning Commission for a public hearing.

Staff will return to City Council in June with proposed revisions to the fee schedule for Preliminary Review, Chair Review, Minor Design Review, and Minor Hillside Development Permit applications in order to capture the full costs these planning processes.

Proposed Clarifications of the Zoning Code

1. Clarify that the appeal period for planning approvals is 15 calendar days. (Section 36.610.050 Appeal Filing, Processing, and Decisions);
2. Remove “Advisory responsibility”; and Revise “Decision-making responsibility” for the Design Review Board Advisory Authority to be consistent with Section 36.410.040 which was amended in 2008 to streamline project review. In 2008, the Zoning Code was amended to skip Design Review by the Design Review Board and to have the Planning Commission or Cultural Heritage Commission perform Design Review for project requiring their approval. Section 36.600.050 currently conflicts with the 2008 amendment (Section 36.600.050 Design Review Board);

Proposed Modifications to the Zoning Code

3. Correct the public notification process for public hearings to comply with State law and modify the public notification requirement for Design Review Board to be consistent with Planning Commission and Cultural Heritage Commission (Section 36.630.020 Notice of Hearing);
4. Replace the public hearing requirement for Administrative Use Permit (AUP) that, following a 10-day public notice process, allows for public hearings to be held upon request only and otherwise allows for uncontested actions to proceed without a public hearing (Section 36.410.060 Conditional Use Permits and Administrative Use Permits);
5. Revise the language and approval authority for planning approval time extensions to allow the Director of Planning and Community Development, rather than the approval body, to approve a one-year extension (Section 36.420.040 Time Limits and Extensions);
6. Streamline and clarify the Cultural Heritage Commission’s authority for large projects requiring Planning Commission approval as recommendation-only for Certificate of Appropriateness for approval by the Planning Commission in order to reduce the number of public hearings. Under the current code, a project would have to go to the Planning Commission for action on a CEQA document (EIR or MND), then to CHC for action on the Certificate of Appropriateness, and then back to Planning Commission on the rest of the project applications (Section 36.400.020 Authority for Land Use and Zoning Decisions);

7. Replace the list of submittal requirements for Design Review in the Zoning Code with a requirement to comply with the *Design Review Submittal Requirements Checklist* (See Attachment 3) provided by the Director of Planning and Community Development, so that the checklist can be updated periodically without having to amend the Zoning Code each time (Section 36.410.040 Design Review);
8. Clarify that re-roofing of like-for-like material with no structural changes is exempt from Design Review for both residential and commercial structures (Section 36.410.040 Design Review);
9. Define Minor Design Review as improvements subject to approval by the Design Review Chair or Planning Director without conducting a public hearing or providing public notice prior to taking action (Section 36.410.040 Design Review);
10. Revise Design Review Chair Authority to include Minor Design Review and Minor Hillside Development Permit for projects of a certain size, location on the site, and visibility to the street that do not change the architectural design style of existing structures, and are not subject to Planning Commission review or Certificate of Appropriateness (Section 36.410.040 Design Review); and modify Approval Authority Table accordingly (Section 36.400.020 Authority for Land Use and Zoning Decisions);
11. Add Planning Director Approval Authority for Minor Design Review for projects that involve minor modifications or additions to only the first floor of an existing structure, not visible to the street, and does not change the architectural design style of the structures;
12. Revise Design Review Board Authority to include Minor Hillside Development Permits for modifications to existing structures and projects of a certain size, location on the site, and visibility to the street (36.410.065 Hillside Development Permits); and modify Approval Authority Table accordingly (Section 36.400.020 Authority for Land Use and Zoning Decisions);
13. Require a Preliminary Review Application for all new construction and additions Hillside Development Permit and Minor Hillside Development Permit (Section 36.400.040 Application Preparation and Filing);
14. Revise Hillside Ordinance (36.410.065 Hillside Development Permits) to:
 - a. Clarify language for concurrent processing of multiple applications regarding Hillside Development Permits and Design Review (Sections 36.410.065 Hillside Development Permits and 36.410.040 Design Review);
 - b. Define Hillside Development Permits as pertaining to new construction of primary dwelling units;

- c. Define Minor Hillside Development Permit to include additions or improvements other than which fall under Hillside Development Permits;
- d. Allow/Apply Design Review Chair and Design Review Board Approval Authorities to Minor Hillside Development Permits for improvements to existing hillside homes that meet the respective approval standards for Design Review;
- e. Add Director Approval Authority for Minor Hillside Development Permits pertaining to improvements to the property grounds such as swimming pools, patio covers, and accessory structures that are not visible to the street;
- f. Modify language to allow grading on slope of 30% or greater when sufficient technical information has been provided to support that such development would have no negative impacts on the property, adjacent property, or on the safety and welfare of the public.

Proposed Tolling of Planning and Building Deadlines

Staff recommends a tolling and extension of all deadlines for planning and permit-related actions established by any provisions of laws, ordinances, regulations, resolutions, rules and statutes, starting March 19, 2020 through the end of the COVID-19 Order. If approved by City Council, deadlines for reviewing and acting on planning applications, exercising rights under planning entitlements, and expiration of building permits will be tolled (extended for the duration of the COVID-19 Order) in accordance with all applicable state law and Executive Orders issued by the Governor.

Environmental Analysis

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.

Legal Review

The City Attorney has reviewed this item.

Fiscal Impact

If adopted, the proposed amendments would have immediate benefits in time and cost-savings for applicants and for the City. Staff anticipates a 25-35% reduction in staff time to process

applications, allowing staff to immediately address a backlog of applications, and a 3-6 month time-savings for applicants depending on the complexity of application.

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.

Attachments:

1. Proposed Urgency Ordinance
2. Redline of Proposed Zoning Code Amendments
3. Design Review Submittal Requirements Checklist

ATTACHMENT 1
URGENCY ORDINANCE

URGENCY ORDINANCE NO. _____

AN URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA, CALIFORNIA, MAKING CERTAIN FINDINGS; AMENDING THE CITY OF SOUTH PASADENA MUNICIPAL CODE BY MODIFYING CHAPTER 36 (ZONING), SECTIONS 36.340.030 (PERMIT AND APPLICATION REQUIREMENTS), 36.340.050 (HILLSIDE PROJECT DEVELOPMENT STANDARDS), 36.400.020 (AUTHORITY FOR LAND USE AND ZONING DECISIONS), 36.400.040 (APPLICATION PREPARATION AND FILING) 36.410.040 (DESIGN REVIEW), 36.410.060 (CONDITIONAL USE PERMITS AND ADMINISTRATIVE USE PERMITS), 36.410.065 (HILLSIDE DEVELOPMENT PERMITS), 36.420.040 (TIME LIMITS AND EXTENSIONS), 36.600.050 (DESIGN REVIEW BOARD), 36.610.050 (APPEAL FILING, PROCESSING AND DECISIONS), 36.630.020 (NOTICE OF HEARING), 36.630.040 (REVIEW AUTHORITY DECISION AND NOTICE) AND 36.630.050 (RECOMMENDATION BY PLANNING COMMISSION) IN ORDER TO STREAMLINE APPLICATIONS FOR DISCRETIONARY REVIEW, AND TOLLING ALL PLANNING AND PERMITTING DEADLINES DURING THE LOCAL DECLARATION OF EMERGENCY

WHEREAS, in December 2019, a novel coronavirus known as SARS-CoV-2 was first detected in Wuhan, Hubei Province, People’s Republic of China, causing outbreaks of the coronavirus disease COVID-19 that has now spread globally;

WHEREAS, on March 4, 2020, Governor Gavin Newsom declared a state of emergency to exist in California as a result of COVID-19;

WHEREAS, on March 4, 2020, the Chair of the Los Angeles County Board of Supervisors and the Los Angeles County Health Officer declared a local emergency and a local health emergency, respectively, as a result of COVID-19;

WHEREAS, on March 12, 2020, Governor Gavin Newsom signed Executive Order N-25-20 giving state and local public health officials the authority to issue guidance limiting or recommending limitations upon attendance at public assemblies, conferences or other mass events;

WHEREAS, on March 18, 2020, the City adopted Resolution 7646, declaring a local emergency in response to COVID-19, including adopting regulations restricting private and public facilities and gatherings; and

WHEREAS, on March 19, 2020, Los Angeles Public Health officials announced a “Safer at Home” order prohibiting all indoor and outdoor public and private gatherings and events, and requiring that all businesses cease operations and close to the public, which order has been extended through May 15, 2020; and

WHEREAS, while planning and building services have been adjusted to remote access, certain inefficiencies in processing development applications have been amplified, and require amendments and clarifications in order to provide immediate benefits in time and cost-savings for applicants and the City; and

WHEREAS, given the sudden and widespread economic downturn affecting businesses, residents and City revenue streams as a result of the spread of COVID-19 and the “Safer at Home” orders, amending the zoning code on an immediate, urgency basis, is necessary to provide immediate time and cost-effective streamlining of planning applications for the benefit of the public health, safety and welfare in the City of South Pasadena; and

WHEREAS, the City Council has the power to enact an urgency ordinance, not in conflict with general laws, as necessary to protect public peace, health, and safety, via exercise of the powers provided to cities in Article XI, Section 7, of the California Constitution, and in compliance with Government Code section 36937.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA, CALIFORNIA, DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1. The City Council adopts the foregoing urgency findings.

SECTION 2. Chapter 36 (Zoning), Sections 36.340.030 (Permit and Application Requirements), Section 36.340.050 (Hillside Project Development Standards), 36.400.020 (Authority for Land Use and Zoning Decisions), 36.400.040 (Application Preparation and Filing), 36.410.040 (Design Review), 36.410.060 (Conditional Use Permits and Administrative Use Permits), 36.410.065 (Hillside Development Permits), 36.420.040 (Time Limits and Extensions), 36.600.050 (Design Review Board), 36.610.050 (Appeal Fling, Processing and Decisions), 36.630.020 (Notice of Hearing), 36.630.040 (Review Authority Decision and Notice) and 36.630.050 (Recommendation by Planning Commission) of the City of South Pasadena Municipal Code are hereby amended as shown in the attached Exhibit A incorporated herein by reference.

SECTION 3. Tolling of Deadlines. All deadlines for planning and permit-related actions established by any provisions of laws, ordinances, regulations, resolutions, rules and statutes, are hereby tolled and extended commencing as of the March 18, 2020 City Council declaration of emergency and through the end of the Los Angeles County “Safer at Home” order, and any extensions thereof. For purposes of this Section, “deadlines for planning and permit-related actions” shall include, but not be limited to:

- a. Deadlines to review, determine the completeness of, or take action on applications for planning entitlements, permits, and approvals;
- b. Deadlines to open or conclude a public hearing on, or to authorize an automatic approval, denial or disapproval of, applications for planning entitlements, permits, or approvals issued under Chapter 36 of the South Pasadena Municipal Code.

c. Deadlines to exercise and continuously pursue the rights granted under planning entitlements, permits and approvals issued under Chapter 36 of the South Pasadena Municipal Code.

d. Deadlines for review and approval of applications for a building permit, plan review and related approvals issued under Chapter 36 of the South Pasadena Municipal Code.

e. Deadlines for expiration of issued building permits, plan reviews and related approvals issued under Chapter 36 of the South Pasadena Municipal Code.

SECTION 4. The City Council hereby declares that, should any provision, section, subsection, paragraph, sentence, clause, phrase, or word of this ordinance or any part thereof, be rendered or declared invalid or unconstitutional by any final court action in a court of competent jurisdiction or by reason of any preemptive legislation, such decision or action shall not affect the validity of the remaining section or portions of the ordinance or part thereof. The City Council hereby declares that it would have independently adopted the remaining provisions, sections, subsections, paragraphs, sentences, clauses, phrases, or words of this ordinance irrespective of the fact that any one or more provisions, sections, subsections, paragraphs, sentences, clauses, phrases, or words may be declared invalid or unconstitutional.

SECTION 5. 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.

SECTION 6. Publication and Effective Date. Upon adoption of this Urgency Ordinance by no less than four-fifths (4/5) vote of the Council, the Mayor shall sign and the City Clerk shall attest to the passage of this Ordinance. The City Clerk shall cause the same to be published once in newspaper of general circulation within fifteen (15) days after its adoption. This Urgency Ordinance shall become effective immediately upon its adoption.

PASSED, APPROVED, AND ADOPTED this 6th day of May, 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 6th day of May, 2020, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

Evelyn G. Zneimer, City Clerk

(seal)

Division 36.340. Hillside Protection

Sections:

- 36.340.010 Purpose of Division.
- 36.340.020 Applicability.
- 36.340.030 Permit and Application Requirements.
- 36.340.040 Hillside Development Design Guidelines.
- 36.340.050 Hillside Project Development Standards.

36.340.010 Purpose of Division.

The standards of this Division are intended to:

- A. Preserve the City’s scenic resources by encouraging retention of natural topographic features and vegetation;
- B. Acknowledge that as the slope of a development site increases so does the potential for environmental degradation including slope failure, increased erosion, sedimentation and stormwater run-off; and
- C. Encourage grading practices that are appropriate in hillside areas; and
- D. Encourage structures on hillside parcels to be designed with scale, massing, architectural design and detailing appropriate to maintain hillsides in a natural, open character.

(Ord. No. 2108 § 1.)

36.340.020 Applicability.

- A. Sloping sites. The standards in this Division apply to subdivisions, uses, structures, and to all other development on sites with an average of slope of 20 percent or greater.
- B. Exceptions. The provisions of Section 36.340.050 (Hillside Project Development Standards) shall not apply to parcels within the AM (Altos de Monterey) overlay zone, which are instead subject to the requirements of Section 36.250.030 (Altos de Monterey (AM) Overlay District).
- C. Determination of average slope. Average slope shall be determined by applying the following formula.

$$\text{Average Slope Formula: } S = \frac{100 (I \times L)}{A}$$

Where:

S = Average natural slope in percent.

I = Contour interval in feet, at not more than 10 foot intervals, resulting in at least five contour lines being shown on the contour map.

L = The sum of the length of all the contour lines across the parcel in scale feet. See Figure 3-25.

A = The gross area of the building site in square feet.

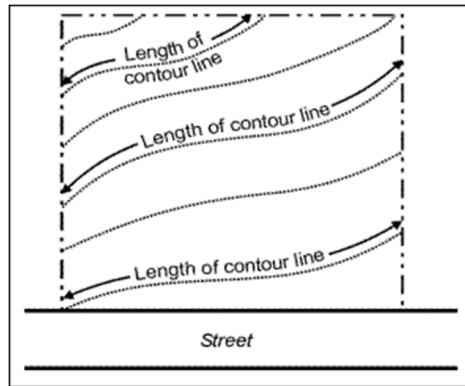


Figure 3-25. Measurement of Contour Line Length to Determine “L” in Slope Formula

- D. Guest parking spaces. Section 36.340.050H applies only to properties located on the following streets in the Southwest Monterey Hills area of the city: Hanscom Drive, Peterson Avenue, Illinois Drive, Hill Drive, Harriman Avenue, Randolph Avenue, Hulbert Avenue, Elkins Street, Moffatt Street.

(Ord. No. 2108 § 1 Ord. No. 2166, § 1, 2007.)

36.340.030 Permit and Application Requirements.

Development that is subject to this Division shall require a Hillside Development Permit (Section 36.410.065) and Design Review (Section 36.410.040). The application shall include:

- A. Basic application contents. All information and materials required by Section 36.400.040 (Application Preparation and Filing), and all additional materials required by the application contents handout provided by the Department for hillside development; and
- B. Geotechnical report. A preliminary geotechnical report that identifies and proposes mitigation measures for any soils or geological problems that may affect site stability or structural integrity. Depending upon the site characteristics and project design, a final geotechnical report may also be required as part of a subsequent Building Permit application.
- C. Constraints analysis. For properties that have sensitive environmental resources including endangered plants and animals, or a wildlife corridor designated by the City, a qualified professional approved by the Director shall prepare a site constraints analysis in compliance with Section 36.380.030. The report shall include proposed mitigation measures to effectively protect important biological features identified.

(Ord. No. 2108 § 1; Ord. No. 2183 § 15, 2009.)

36.340.040 Hillside Development Design Guidelines.

Proposed hillside development should satisfy as many of the following objectives as feasible, as determined through the Design Review process.

- A. Terrain alteration. The project should be designed to fit the terrain rather than altering the terrain to fit the project. Development patterns that form visually protruding horizontal bands or steeply cut slopes for roads or lots shall be avoided. Large-scale slope terracing, cribwalls, or significant slope modification is discouraged. Where alteration of the terrain is necessary, contour grading techniques should be utilized to help achieve a natural appearing slope. (See Section 36.340.050.F and Figure 3-33.)
- B. Street layout. Any new streets should follow the natural contours of the terrain to minimize the need for grading. Cul-de-sacs and loop roads are encouraged where necessary to fit the natural topography, subject to the approval of the City Engineer and Fire Chief.
- C. Location of structures. Structures should be located in the most accessible, least visually prominent, and most geologically stable portion or portions of the site. They should also be oriented with the natural contours of the

site. Siting structures in the least visually prominent locations is especially important on open hillsides where the prominence of construction should be minimized by placing structures so that they will be screened by existing vegetation, depressions in topography, or other natural features.

D. Site layout and structure design. Building and site design should utilize varying setbacks and structure heights, split-level foundations, and low retaining walls to blend structures into the terrain.

E. Architectural design.

1. Form. Building forms should complement the character of the hillsides and avoid massive structures that dominate views of the hills.
2. Scale and windows—Infill lots. The scale of homes proposed on infill lots should be compatible with buildings on adjacent parcels. Where feasible, windows, balconies, and outdoor living areas should be located to protect the privacy of adjacent homes and yards.
3. Exterior wall surfaces. The apparent size of exterior wall surfaces visible from off the site should be minimized through the use of single story elements, setbacks, overhangs, roof pitches, landscaping, and/or other means of horizontal and vertical articulation to create changing shadow lines and break up massive forms.
4. Roofs. Roof pitches should generally be placed to follow the angle of the slope; but with variations to avoid a monotonous appearance. See Figure 3-26.

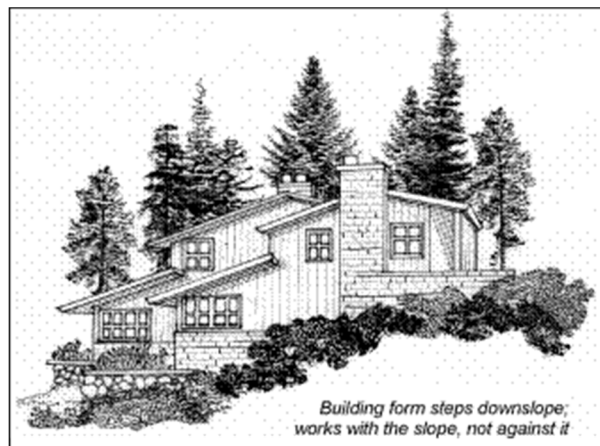


Figure 3-26. Design Sensitive to Terrain

Note: This diagram is intended to provide an example of building form, and is not intended to show a preferred architectural style.

5. Support structures. Support structures (for example, columns, pilings, etc.) below the lowest floor on the downhill side of a house, should be enclosed unless visible structural members are an integral feature of the architectural design. Support structure wall surfaces shall not exceed six feet in height.

F. View protection. New construction should not block views from other properties.

1. Where feasible, new structures and tall landscaping should not be placed directly in the view of the primary living areas on a neighboring parcel.
2. New structures should be placed on the lower areas of a hillside site.

3. Mechanical equipment may be placed on rooftops or below a deck only if the equipment is not visible from off the site, except for unobtrusive solar collectors that are compatible with the roof line and architecturally integrated with the structure.

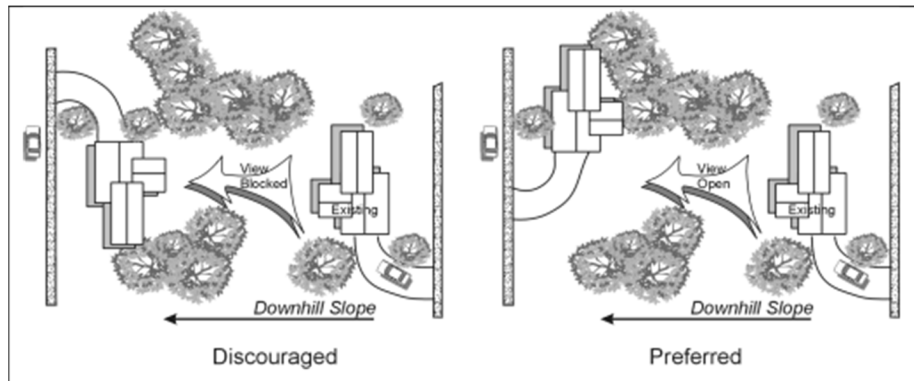


Figure 3-27. View Protection

- G. Colors and materials. A mixture of materials, color, and forms should be used to blend structures with the natural appearance of the hillsides:
 1. Based upon the graphic principle that dark colors are less noticeable than light colors, darker tones, including earth tones should be used for building walls and roofs on highly-visible sites so that buildings appear to blend in with the natural terrain.
 2. Surface materials should be appropriate for the architectural style of the structure and compatible with the hillside environment.
- H. Exterior lighting. Night views of the hillsides should not be dominated by bright lights. Lighting within high-visibility areas should be properly shielded to avoid glare and the spill of light to surrounding areas. Low-level lighting and the use of multiple low profile fixtures is encouraged, as opposed to the use of fewer, but taller fixtures.
- I. Retaining walls. Large retaining walls in a uniform plane shall be avoided. Retaining walls shall be divided into terraces with variations in plane and include landscaping to break up the length of walls and to screen them from view. No retaining wall shall be higher than six feet, and should incorporate a three foot recessed offset feature every 30 feet, or other methods of articulation. Retaining walls more than three feet high that are visible from off the site should be screened with landscaping. See Figure 3-28.

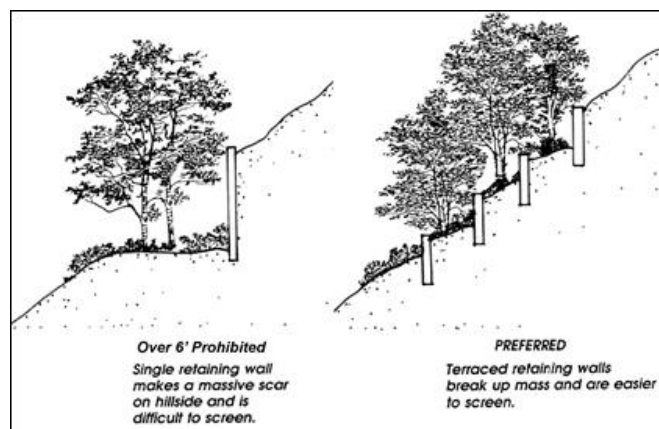


Figure 3-28. Retaining Wall Design

(Ord. No. 2108 § 1.)

36.340.050 Hillside Project Development Standards.

A. Setbacks. Hillside developments shall comply with the following setback requirements, and with the limitations on the allowable uses of setbacks in Section 36.300.030.E.3.

TABLE 3-10. HILLSIDE SETBACKS	
Property Setback	Setback Distance
Front	10 ft.
Side	10% of width, minimum 4 ft., maximum 10 ft.
Corner Side	10% of width, minimum 10 ft., maximum 15 ft.
Ridgeline (1)	50 vertical feet from ridgeline. Also see 36.340.050.C, and Figure 3-31.
Notes: (1) New structures or additions are prohibited within 50 feet of a ridgeline unless this restriction precludes development of the property. An exception may be granted if the review authority finds the following: a. There are no site development alternatives that avoid ridgeline development; b. The density has been reduced to the minimum standards consistent with the General Plan density range; c. No new subdivision of parcels is created that will result in ridgeline development; and d. The proposed development will not have significant adverse visual impacts due to modifications in structural design including height, bulk, size, foundation, siting, and landscaping that avoid or minimize the visual impacts of the development.	

B. Setbacks between structures and toes/tops of slopes. On adjacent lots having a difference in vertical elevation of three feet or more, the required side yard shall be measured from the nearest toe or top of slope to the structure, whichever is closer. See Figure 3-29.

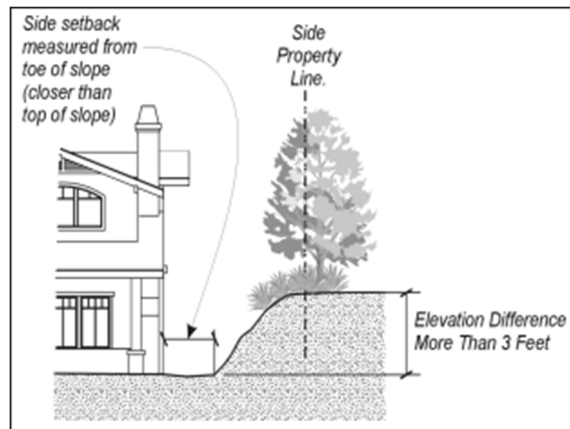


Figure 3-29. Side Setback Measurement

C. Height limitations. The maximum height for structures with a roof pitch of 3:12 or greater shall be 28 feet. If a roof pitch is less than 3:12, the maximum height shall be 24 feet.

1. Siting restrictions. Structures shall not be placed so that they appear silhouetted against the sky when viewed from a public street, except where the review authority determines that the only feasible building site cannot comply with this standard. See Figure 3-30.

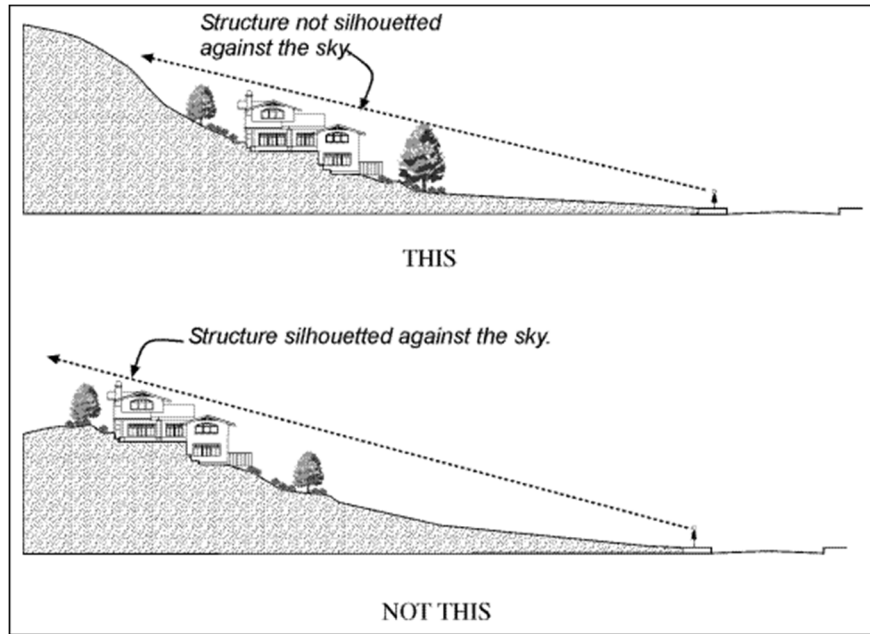


Figure 3-30. Silhouetted Structures

2. Placement below ridgeline. Except as provided by Subsection C.3, structures shall be located so that a vertical separation of at least 50 feet is provided between the top of the structure and the top of the ridge or knoll to maintain the natural appearance of the ridge. Grading should also be avoided within 50 vertical feet of the top of a ridge or knoll. Placement of structures should also take advantage of existing vegetation for screening, and should include the installation of additional native plant materials to augment existing vegetation, where appropriate. See Figure 3-31.

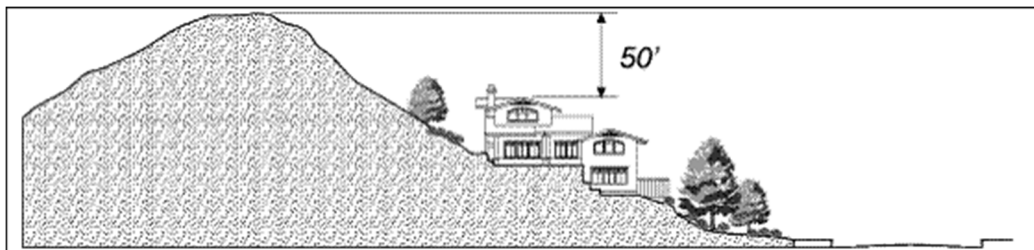


Figure 3-31. Location of Structures Below Ridgelines

3. Height limit above ridgeline. Where the review authority determines that a parcel contains no feasible building site other than where a structure will extend above the ridgeline, proposed structures shall not exceed a height of 16 feet above the highest point on the ridgeline or hilltop within 100 feet of the proposed structure.
4. Height of lowest floor level. The vertical distance between the lowest point where the foundation meets grade and the lowest floor line of the structure shall not exceed six feet.
5. Downhill building walls. No single building wall on the downhill side of a house shall exceed 15 feet in height above grade. Additional building height on a downhill side may be allowed in 15-foot increments, where each increment is stepped-back from the lower wall a minimum of 10 feet (see Figure 3-32).

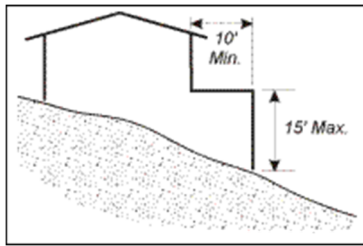


Figure 3-32. Height Limit for Downhill Building Walls

- D. Decks. No portion of the walking surface of a deck with visible underpinnings shall exceed a height of six feet above grade. Decks should be integrated into the architecture of the house, not appearing as an “add-on” to the primary building mass.
- E. Driveways. The ramp to any garage or carport shall not have a grade steeper than five percent within 10 feet of the garage or carport entry. The finished grade of driveways shall not exceed an average of 15 percent.
- F. Natural state. A minimum of 25 percent of the lot area plus the percentage figure of the average slope must be remediated to its natural state in terms of slope and vegetation.
- G. Grading. Grading plans shall be prepared in compliance with the Municipal Code, and the General Plan. Grading on slopes over 30 percent shall be permitted to allow grading when sufficient technical information has been provided to support that such development would have no negative impacts on the property, adjacent properties, or on the safety and welfare of the public. Grading shall utilize landform grading techniques. See Figure 3-33.

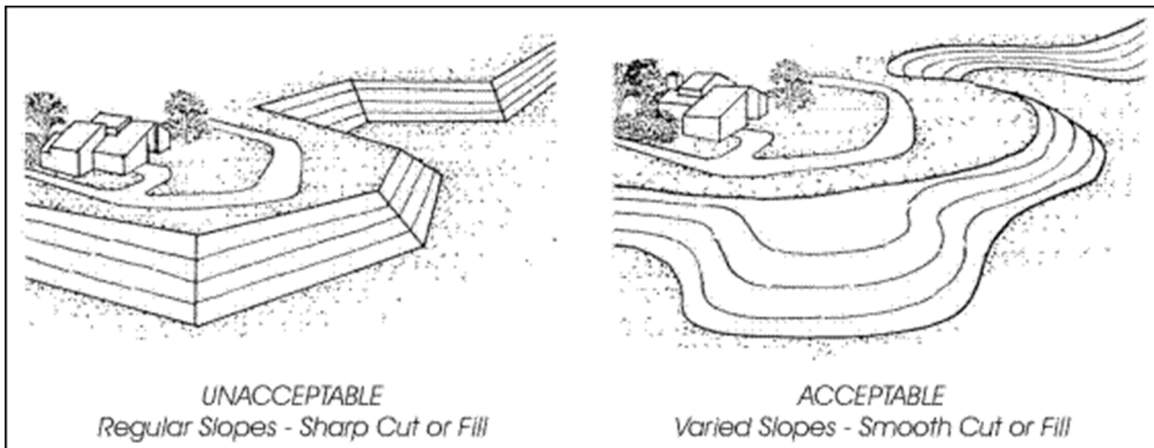


Figure 3-33. Appropriate Grading

- H. Southwest Monterey Hills guest parking spaces. The following guest parking space standards apply only to hillside properties (as defined in Section 36.340.020A) in the Southwest Monterey Hills area as defined by Section 36.340.020D.
 - 1. Required off-street guest parking spaces shall be provided in accordance with Section 36.310.040, Table 3-6 (Parking Requirements by Land Use). An application for a new house, or addition to an existing house that lacks the required off-street parking, shall provide details on the location and dimensions of required guest parking space/s, which shall be located perpendicular (or as close as possible to 90 degrees) to the right-of-way, and within or partially within the required front setback. If physical constraints preclude this location, the applicant shall provide written documentation of these constraints and provide the required off-street guest parking in the following order of preference:

- a. Parallel to the street and at least 10 feet wide by 24 feet deep. Access to a parallel parking space shall not be impeded by landscaping, trees, retaining walls, fences, the alignment of the right-of-way, or any other obstacle. Clear access shall be permanently retained; or
 - b. Other locations as approved by the Director. (The onus is placed on the applicant to demonstrate to the satisfaction of the Director that such a location will be functional and allow vehicles to be parked with no portion encroaching into the right-of-way.)
2. Paving limits. Front yard paving limits as listed in Section 36.300.030E.3.c (Setback Measurement and Exceptions) shall be observed, except when the required guest parking space/s can only be located in the front yard.
3. Slope. The slope of uncovered parking space/s shall comply with the standards in Sections 36.310.080G.2 (Parking Design Standards) and 36.340.050E (Hillside Project Development Standards).
4. Dimensions. Uncovered perpendicular spaces shall be at least 9 feet wide by 18 feet deep. Uncovered parallel spaces shall be at least 10 feet wide by 24 feet deep.
5. Allowable materials. Parking space materials shall conform to the standards listed in 36.310.090C.2 (Driveways and Site Access).

(Ord. No. 2108 § 1; Ord. No. 2166, 2007.)

Division 36.400. Application Filing and Processing

Sections:

- 36.400.010 Purpose of Division.
- 36.400.020 Authority for Land Use and Zoning Decisions.
- 36.400.030 Concurrent Permit Processing.
- 36.400.040 Application Preparation and Filing.
- 36.400.050 Application Fees.
- 36.400.060 Application Review.
- 36.400.070 Environmental Assessment.

36.400.010 Purpose of Division.

This Division provides procedures and requirements for the preparation, filing, and processing of applications for the zoning approvals (e.g., Administrative Modifications, Conditional Use Permits, Home Occupation Permits, Temporary Use Permits, Variances, etc.) required by this Zoning Code.

(Ord. No. 2108 § 1.)

36.400.020 Authority for Land Use and Zoning Decisions.

Table 4-1 (Review Authority) identifies the City official or body responsible for reviewing and making decisions on each type of application, land use permit, and other approvals required by this Zoning Code.

TABLE 4-1. REVIEW AUTHORITY						
Type of Decision	Procedure is in Section:	Role of Review Authority (1)				
		Director	DRB (2)	CHC (3)	Planning Commission	City Council
Affordable Housing Review	36.370				Decision	Appeal
Density Bonus Review	36.370	Decision				
Development Agreement	36.430				Recommend	Decision
General Plan amendment	36.620				Recommend	Decision
Interpretation	36.110	Decision (4)			Appeal	Appeal
Specific Plan	36.440				Recommend	Decision
Zoning Map amendment	36.620				Recommend	Decision
Zoning Text amendment	36.620				Recommend	Decision
Administrative Modification	36.410.070	Decision (4)			Appeal	Appeal
Administrative Use Permit	36.410.060	Decision (4)			Appeal	Appeal
Certificate of Appropriateness	See Municipal Code			Decision (9)		Appeal
Conditional Use Permit	36.410.060				Decision	Appeal
EIR Certification	36.400.070				Certify (5)	Certify (5)
Emergency Shelters	36.350.250	Decision				

TABLE 4-1. REVIEW AUTHORITY

Type of Decision	Procedure is in Section:	Role of Review Authority (1)				
		Director	DRB (2)	CHC (3)	Planning Commission	City Council
Hillside Development Permit – New structures	36.410.065				Decision	Appeal
Minor Hillside Development Permit – Modifications to existing structures	36.410.065		Decision		Appeal	Appeal
Home Occupation Permit	36.410.030	Issued				
Valet Parking Use Permit	36.310.111				Decision	Appeal
Parking Use Permit	36.410.090	Decision			Appeal	Appeal
Planned Development Permit	36.410.100				Decision	Appeal
Planning Clearance	36.410.020	Issued				
Reasonable Accommodation	36.400.110	Decision			Appeal	Appeal
Sign Permit	36.320		Decision		Appeal	Appeal
Single Room Occupancy	36.350.260	Decision				
Temporary Use Permit	36.410.050	Issued				
Variance	36.410.080				Decision	Appeal
Design Review (6)	36.410.040		Decision		Appeal	Appeal
Design Review for Multi-Family 7 or more units, or Not-Exempt from CEQA (7)	36.410.040				Decision	Appeal
Minor Design Review	36.410.040	Decision (8)			Appeal	Appeal

Notes:

(1) “Recommend” means that the review authority makes a recommendation to a higher decision-making body; “Decision” means that the review authority makes the final decision on the matter; “Appeal” means that the review authority may consider and decide upon appeals to the decision of an earlier decision-making body, in compliance with Division 36.610 (Appeals); and “Issued” means the nondiscretionary permit shall be granted by the Director.

(2) “DRB” means the Design Review Board. (See Section 36.410.040.)

(3) “CHC” means the Cultural Heritage Commission. (See Municipal Code.)

(4) The Director may defer action on zoning approval applications and refer the items to the Commission for the final decision. In a similar manner, the Director may defer action on a Design Review application and refer the item to the DRB for the final decision.

(5) The Commission shall certify the Environmental Impact Report, except in those instances where the Council has final review authority for the application.

(6) Design Review of all structures is required pursuant to Section 36.410.040.

(7) CEQA means the California Environmental Quality Act.

(8) Decision is by the Planning Director or Chair of the Design Review Board

(9) If the Certificate of Appropriateness is associated with an application requiring approval by the Planning Commission, the Cultural Heritage Commission shall be the recommending body for the Certificate of Appropriateness to the Planning Commission.

(Ord. No. 2108 § 1; Ord. No. 2183 § 18, 2009; Ord. No. 2185 § 1, 2009; Ord. No. 2246 § 5, 2013; Ord. No. 2248 § 3, 2013; Ord. No. 2251 § 8, 2013; Ord. No. 2252 § 3, 2013; Ord. No. 2253 § 4, 2013; Ord. No. 2297 § 3, 2016.)

36.400.030 Concurrent Zoning Approval Processing.

When a single project incorporates different land uses or features so that this Zoning Code requires more than one zoning approval, the Director may determine that all of the applications should be reviewed, and approved or disapproved, by the highest level review authority identified by Table 4-1 as having authority over the separate approvals required. This action shall not be interpreted as bypassing the applicable review authority identified by Table 4-1, but rather to have their action take the form of a recommendation to the highest level of review authority identified by Table 4-1. (For example, a project that requires a Zoning Map amendment and a Conditional Use Permit should be reviewed and approved by the Council, where a Conditional Use Permit application by itself may be reviewed and acted upon by the Commission.)

(Ord. No. 2108 § 1.)

36.400.040 Application Preparation and Filing.

The preparation and filing of applications for zoning approvals, amendments (e.g., General Plan, Zoning Code, Zoning Map, and specific plan), and other matters pertaining to this Zoning Code shall comply with the following requirements.

A. Pre-application review.

1. A prospective applicant or agent is strongly encouraged to request a pre-application review with the Department before completion of project design and the formal submittal of a zoning approval application.
 - a. If the project is for development on slopes greater than 30%, a pre-application review is required prior to applying for the Hillside Development Permit.
2. A request by an applicant for pre-application review, accompanied by preliminary project plans and designs and the required filing fee, will be reviewed by affected City departments and other selected agencies.
3. The reviewing City staff members will inform the applicant of requirements as they apply to the proposed project, provide a preliminary list of issues that will likely be of concern during formal application review, suggest possible alternatives or modifications to the project, and identify any technical studies that may be necessary for the environmental review process when a formal application is filed.
4. Neither the pre-application review nor information and/or pertinent policies provided by the Department shall be construed as a Department recommendation for approval or disapproval of the application or project.

B. Application contents and fee. Applications shall include the forms provided by the Department, and all information and materials required by the application content requirements handout provided by the Department for the specific type of application (e.g., Conditional Use Permit, Variance, or others), and the filing fee required by the Council's Fee Resolution.

C. Eligibility, filing. All zoning approval and other applications required by this Zoning Code shall be filed with the Department. Applications may be made by:

1. The owner of the subject property; or
2. Any agent or representative, with the written consent of the property owner.

D. Filing date. The filing date of an application shall be the date on which the Department receives the last submission, map, plan, or other material required as a part of that application by Subsection A., in compliance with Section 36.400.060 (Application Review) and deemed complete by the Director.

(Ord. No. 2108 § 1.)

36.400.050 Application Fees.

- A. Filing fees required.** The Council shall, by resolution, establish a schedule of fees for amendments, zoning approvals, and other matters pertaining to this Code, referred to as the Council’s Fee Resolution. The schedule of fees may be changed from time to time only by resolution of the Council.
- B. Fee waivers.** The Council may waive any of the fees required by the Council’s Fee Resolution for sufficient cause being demonstrated by the applicant. The determination of what shall constitute “sufficient cause” shall be at the discretion of the Council.
- C. Refunds and withdrawals.**

- 1. Recognizing that filing fees are utilized to cover City costs of public hearings, mailing, posting, transcripts, and staff time involved in processing applications, no refunds due to a disapproval of an application are allowed.
- 2. In the case of an application withdrawal, the Director may authorize a partial refund based upon the pro-rated costs to-date and determination of the status of the application at the time of withdrawal.

(Ord. No. 2108 § 1.)

36.400.060 Application Review.

All applications filed with the Department in compliance with this Zoning Code shall be initially processed as follows.

- A. Completeness review.** No application will be scheduled for review until deemed complete in compliance with the following requirements.
 - 1. Notification of applicant. The applicant shall be informed in writing within 30 days of submittal, either that the application is complete and has been accepted for processing, or that the application is incomplete and that additional information, specified in the letter, shall be provided. All additional information needed shall be identified in the letter providing notice of an incomplete application.
 - 2. Environmental information. The Director may require the applicant to submit additional information needed for the environmental review of the project in compliance with Section 36.400.070 (Environmental Assessment), below.
 - 3. Second notification. If no response to the first letter is received by the Director within 30 days, a second letter shall be sent to the applicant giving an additional 30 days in which to provide the information specified in the first letter.
 - 4. Withdrawal of application. The Director may deem the application withdrawn if the specified information is not provided within 30 days from the date of the second letter, unless, at a minimum, the applicant submits a letter requesting a mutually agreed upon appointment with the Director to discuss the establishment of a schedule for submittal of the specified information. Application processing shall not resume thereafter until a new application is filed, including fees, plans, exhibits, and other materials that are required for any project on the same site.
 - 5. Criteria for acceptance. An application shall not be accepted as complete unless or until the Director determines that it:
 - a. Includes all information and materials required by Section 36.400.040.B (Application contents and fees);
 - b. Includes any other technical studies or supplemental information deemed necessary by the Director; and

- c. Is accompanied by the application fee, or a deposit if appropriate, in compliance with the Council's Fee Resolution.

B. Referral of application. At the discretion of the Director, or where otherwise required by this Zoning Code, State, or Federal law, any application filed in compliance with this Zoning Code may be referred to any public agency that may be affected by or have an interest in the proposed land use activity.

(Ord. No. 2108 § 1.)

36.400.070 Environmental Assessment.

After acceptance of a complete application, the project shall be reviewed as required by the California Environmental Quality Act (CEQA) and the South Pasadena Environmental Review Guidelines.

(Ord. No. 2108 § 1.)

36.410.040 Design Review.

A. Purpose. This Section establishes procedures for the City’s review of the design aspects of proposed development (for example, building design, landscaping, site planning and development, and signs). These procedures are not intended to restrict imagination, innovation, or variety in design, but rather to focus on design issues and solutions that will have the greatest effect on community character and aesthetics, to encourage imaginative solutions and high-quality urban design. The purposes of this Section are to:

1. Recognize the interdependence of land values and aesthetics and encourage the varied, yet orderly and harmonious appearance of:
 - a. Most publicly perceived structures and property within South Pasadena; and
 - b. Associated facilities (e.g., landscaping, open space areas, parking, and signs);
2. Ensure that new uses and structures enhance their sites and are compatible with the highest standards of improvement in the surrounding neighborhoods;
3. Better protect the increasing values, standards, and importance of land and development in the community;
4. Retain and strengthen the visual quality of the community;
5. Assist project developers in understanding the public’s concerns for the aesthetics of development;
6. Ensure that development complies with all applicable City standards and design guidelines, and does not result in an adverse affect on the City’s aesthetics, architectural, health, and safety related qualities of adjoining properties or upon the City in general; and
7. Foster attainment of the actions, goals, objectives, policies, and programs of the General Plan and any applicable specific plan by preserving the particular character and unique assets of South Pasadena.

B. Applicability.

1. **Required review.** The exterior impacts of all projects within the following categories are subject to Design Review.
 - a. Residential development. Any single-family and multi-family residential project that requires a Building Permit for any exterior construction or modification.
 - b. Commercial and industrial development. Any project involving the construction of, or exterior change to, any structure, landscaping, or permanent signs on a parcel or lot zoned commercial and/or industrial.
2. **Exemption from review.** All projects within the following categories shall be exempt from the provisions of this Section.
 - a. All construction, work, or labor on structures or for replacement or repair, which uses the same materials and colors and which does not alter the design of the structure, including re-roofing of like-for-like material and where no structural modifications are required;
 - b. Emergency shelters;
 - c. Single room occupancy;
 - d. Second dwelling units.

C. Application filing and processing.

1. **Submittal requirements.** Application for consideration of Design Review shall be made to the Planning Director on the application form provided by Planning Division, shall be accompanied by the required filing fee, and shall include such information and documents required in the Design Review Submittal Checklist form provided by the Planning Director.
2. **Retention of materials.** All application materials shall be retained by the City to ensure full compliance with all formal Design Review decisions.

D. Review Authority.

1. **Planning Commission review.** The Planning Commission will be responsible for the Design Review of the following developments:
 - a. As identified in Subsection B (Applicability) of this Section, which require a Hillside Development Permit, a Conditional Use Permit, a Variance, a Planned Development Permit;
 - b. Multi-family developments containing seven or more units;
 - c. Multi-family developments containing six or fewer units not exempt from CEQA; or
 - d. Any other application in which the Planning Commission is the Review Authority.
2. **Cultural Heritage Commission (CHC) review.** The CHC will be responsible for the Design Review of the following:
 - a. All of the developments identified in Subsection B (Applicability) of this Section, which require a Certificate of Appropriateness as required by Chapter 2.58A (Cultural Heritage Commission) of the Municipal Code;
 - b. All properties within a designated historic district;
 - c. Where a proposed project is subject to a Certificate of Appropriateness from the CHC and also requires an application in which the Planning Commission is the Review Authority, the CHC shall review the Certificate of Appropriateness and provide recommendations to the Planning Commission for the Certificate of Appropriateness and may also provide recommendations on the portion of the application in which the Planning Commission is the Review Authority.
3. **DRB review.** The DRB will be responsible for the Design Review of all of the developments identified in Subsection B (Applicability) of this Section, which are not subject to Design Review by the Planning Commission, CHC, DRB Chair, or Planning Director as specified in SPMC Section 36.410.040.
4. **DRB Chair review.** DRB Chair shall be responsible for Minor Design Review for projects that do not change the architectural design style of existing structures as follows:
 - a. Exterior modifications to all elevations of existing structures that would not change the architectural design style of the structures. This includes elevations that are visible to the street and/or above the first floor. Exterior modifications include new and different siding materials, new windows, new roofing materials, and replacement of existing front porch posts, balcony railing, and other similar changes as determined by the Planning Director and/or DRB Chair to not change the architectural design style of the existing structures.

- b. Additions of no more than 500 square feet in area, or more than 25 percent of the existing structure, whichever is less for an outdoor structure or a habitable space that is not visible to street. The additions are allowed on the second floor as long as they are not visible to the street;
 - c. Subject to a Certificate of Appropriateness from the Cultural Heritage Commission in accordance with Sections 2.58 through 2.68 of the South Pasadena Municipal Code.
 - d. Not subject to Planning Commission review in accordance with this Division and Division 36.340 (Hillside Protection).
5. **Planning Director.** Planning Director shall be responsible for Minor Design Review for projects that involve minor modifications or additions to only the first floor of an existing structure, not visible to the street, and does not change the architectural design style of the structures. These minor projects are as follows:
- a. Exterior modifications to existing structures that are not visible from the street or prominently visible to any adjoining properties, and not above the first floor of the structure. Exterior modifications include new siding materials, windows, and new roofing materials.
 - b. Additions of no more than 500 square feet in area, or no more than 25 percent of the existing structure, whichever is less for an outdoor structure or a habitable space that is not visible to the street or not above the first floor, except for development subject to a Minor Hillside Development Permit.
 - c. Modifications to existing graded and/or improved outdoor areas on a property subject to Division 36.340 (Hillside Protection), such as installation of an in-ground swimming pool, spa, and similar feature.
 - d. Not subject to a Certificate of Appropriateness from the Cultural Heritage Commission in accordance with Sections 2.58 through 2.68 of the South Pasadena Municipal Code.
 - e. Not on a hillside area with a slope of 30% or greater in accordance with Division 36.340 (Hillside Protection) of the South Pasadena Municipal Code.
- E. Preliminary Review.** Applicants are encouraged to consult with the City’s planning staff as early as possible in the formulation of a schematic design. At the City’s discretion, a preliminary review may be required to determine the level of information to be required from the applicant for Design Review. No final or binding decisions shall result at the preliminary review stage.
- F. Scheduling of Design Review.**
- 1. **Design Review.** Once an application is deemed complete, the Director shall schedule an application for Design Review at the earliest available date following the required public notice period, concurrently with any Zoning Approval applications that may be required.
 - 2. **Minor Design Review.** Minor Design Review by the DRB Chair or Director shall be considered administratively without conducting a public hearing or providing public notice prior to taking action.
- G. Public notice.** Not less than 10 days before the hearing, the City shall give notice to the applicant, to owners of the property, and to site occupants if the owner does not occupy the property, in compliance with Division 36.630 (Public Hearings), for all Design Review, with the exception of Minor Design Review, as follows:
- 1. 300-foot radius notice. The following projects shall require a 300-foot-radius public notification
 - a. Any project in which Design Review will occur as part of a Zoning Approval for which the Planning Commission or Design Review Board is the designated Review Authority;

- b. Any project in which Design Review will occur as part of a Zoning Approval for which the Cultural Heritage Commission is the designated Review Authority;
 - c. Any demolition of an existing structure that does not qualify for Minor Design Review;
 - d. The construction of a new house or non-residential structures;
 - e. A change from the existing architectural design (e.g., replacement of all existing windows with a different window style, removal and replacement of all existing exterior with different materials, a roof reconfiguration, or similar construction which alters the existing style);
 - f. An additional story to an existing structure;
 - g. Additions that are not subject to Minor Design Review.
2. Designated historic districts. In addition to the public noticing requirements of Subsection (G)(1), when a project is located within a designated historic district the City shall give notice to all properties within the historic district.

H. Design Review action. The following actions may be taken relating to any application in compliance with this Section.

- 1. Approval or disapproval. The Review Authority may approve or disapprove an application. Application approval may be subject to conditions as may be deemed reasonable and necessary to ensure that the findings required by Subsection (I) (Required findings), and all City development standards are met.
- 2. Continuance. The Review Authority may continue consideration of an application for a period of time not to exceed 90 days. The Director may extend this period to a total of 120 days, if the applicant has made material progress and can show good cause for the extension. Should the DRB not take an affirmative action, the matter shall automatically be referred to the Planning Commission.

I. Required findings. In order to approve a Design Review application, the Review Authority shall first find that the design and layout of the proposed development:

- 1. Is consistent with the General Plan, any adopted design guidelines and any applicable design criteria for specialized areas (e.g., designated historic or other special districts, plan developments, or specific plans);
- 2. Will adequately accommodate the functions and activities proposed for the site, will not unreasonably interfere with the use and enjoyment of neighboring, existing, or future developments, and will not create adverse pedestrian or traffic hazards;
- 3. Is compatible with the existing character of the surrounding neighborhood and that all reasonable design efforts have been made to maintain the attractive, harmonious, and orderly development contemplated by this Section, and the General Plan; and
- 4. Would provide a desirable environment for its occupants and neighbors, and is aesthetically of good composition, materials, and texture that would remain aesthetically appealing with a reasonable level of maintenance and upkeep.

J. Appeal of a Review Authority action. A decision of the Review Authority may be appealed within 15 days of the decision, in compliance with Division 36.610 (Appeals).

K. Effect of Review Authority action.

1. No final inspection or Occupancy Permit shall be granted unless the completed work fully complies with the plans approved and the conditions required by the Review Authority.
2. The materials and design shall be in compliance with the approved plans and shall be so maintained, unless otherwise approved by the Review Authority.

L. Amendments. The Review Authority may amend the terms and/or conditions originally approved by the Review Authority upon the written request of the applicant, or the Review Authority, after a duly noticed meeting has been conducted in compliance with this Section.

M. Expiration. The time limits and extensions set for in Section 36.420.040 (Time Limits and Extensions) shall apply to this Section.

N. Enforcement. Failure to comply with an approval granted by the Review Authority is a violation of this Zoning Code in compliance with Division 36.640 (Enforcement). An approval may be revoked or modified in compliance with Section 36.640.070 (Zoning Approval Revocation or Modification).

(Ord. No. 2108 § 1; Ord. No. 2183 § 19, 2009; Ord. No. 2185 § 2, 2009; Ord. No. 2246 § 6, 2013; Ord. No. 2251 § 9, 2013; Ord. No. 2253 § 5, 2013.)

36.410.060 Conditional Use Permits and Administrative Use Permits.

- A. Purpose.** Conditional Use Permits and Administrative Use Permits are intended to allow for activities whose effect on a site and its surroundings can only be determined after the review of the configuration, design, location, and potential impacts of the proposed use and the suitability of the use to the site.
- B. Applicability.** A Conditional Use Permit or Administrative Use Permit is required to authorize proposed land uses and activities identified by Article 2 (Zoning Districts, Allowable Land Uses, and Zone-Specific Standards) as being allowable in the applicable zoning district subject to the approval of a Conditional Use Permit or Administrative Use Permit.
- C. Application filing and processing.** An application for a Conditional Use Permit or Administrative Use Permit shall be filed and processed in compliance with Division 36.400 (Application Filing and Processing).
- D. Review authority.**
1. **Planning Commission.** The Commission may grant a Conditional Use Permit for any use listed in Article 2 (Zoning Districts, Allowable Land Uses, and Zone-Specific Standards) as requiring a Conditional Use Permit.
 2. **Planning Director.** The Director may grant an Administrative Use Permit for any use listed in Article 2 as requiring an Administrative Use Permit, or may choose to instead refer the matter to the Commission for review, hearing, and decision.
- E. Project review, notice, and hearing.**
1. **Project review.** Each application shall be analyzed by the Director to ensure that the application is consistent with the purpose and intent of this Section. The Director shall submit a staff report and recommendation on Conditional Use Permit applications to the Commission for their consideration.
 2. **Concurrent review.** An Administrative Use Permit for a project that requires Commission review and discretionary approval requiring a public hearing shall be considered by the Commission concurrently with the discretionary zoning approval.
 3. **Notice and hearing.**
 - a. **Conditional Use Permits.** The Commission shall conduct a public hearing in compliance with Division 36.630 (Public Hearings) on an application for a Conditional Use Permit. Notice of the public hearing shall be provided in compliance with Division 36.630
 - b. **Administrative Use Permits.** A public hearing shall not be required for the approval of an Administrative Use Permit if the Director follows the procedure in this subsection and receives no request for a public hearing. If a public hearing is requested, the Director shall conduct a public hearing and provide notice of the public hearing in compliance with Division 36.630 (Public Hearings).
 - (1) **Posted Notice Required.** Public notice of a requested Administrative Use Permit shall be provided by posting at the project site of the requested Administrative Use Permit, with a minimum 11- by 17-inch legal notice, containing the information required by the Director. The notice shall be continuously posted for 10 days before the Director's action. The applicant shall be responsible for posting the notice, ensuring the notice will be on the project site for all ten days, and shall provide a photograph of the posting with a signed affidavit confirming posting of the notice to the Director.
 - (2) **Notice distribution.** A notice shall be mailed or delivered, at least 10 days before the Director's scheduled action date through the United States mail with postage prepaid, to:

- i. The owners of the property being considered or the owner's agent, and the applicants;
- ii. Each local agency expected to provide schools, water, or other essential facilities or services to the project, whose ability to provide the facilities and services may be significantly affected;
- iii. All owners of real property as shown on the County's latest equalized assessment roll and all legal occupants located within a 300-foot radius of the subject parcel. The 300-foot radius shall be measured from the exterior boundaries of the subject parcel to the exterior boundaries of the neighboring parcels within the 300-foot radius, without reference to structures existing on either parcels.
- iv. Any person who has filed a written request for notice with the Director.

(3) Notice to Property Owners & Occupants. A notice shall be provided to all property owners and occupants with a 300-foot radius of the project site containing the following:

- i. **Application information.** The name of the applicant; the City's file number assigned to the application; a general explanation of the matter to be considered; a general description, in text and/or by diagram, of the location of the property that is the subject of the notice;
- ii. **Action.** A brief description of the action to be taken by the Director, the date of the scheduled action, and information for method of requesting a public hearing prior to the scheduled action date. The notice shall state that the Director will take action on the requested Administrative Use Permit if no public hearing request is received within 10 calendar days from the postage date on the notice. The notice shall include the phone number and street address of the Department where an interested person could call or visit to obtain additional information;
- iii. **Environmental Review.** A statement explaining compliance with California Environmental Quality Act.

F. Findings and decision. The Commission or Director, as applicable, may approve, conditionally approve, or disapprove an application for a Conditional Use Permit or Administrative Use Permit, and shall record the decision and the findings upon which the decision is based. The review authority may approve the permit only after first making all of the following findings, and any additional findings required for the approval of specific land uses by Division 36.350 (Standards for Specific Land Uses).

- 1. The proposed use is allowed with Conditional Use Permit or Administrative Use Permit approval within the applicable zoning district and complies with all applicable provisions of this Zoning Code;
- 2. The proposed use is consistent with the General Plan and any applicable specific plan;
- 3. The establishment, maintenance, or operation of the use would not, under the circumstances of the particular case, be detrimental to the health, safety, or general welfare of persons residing or working in the neighborhood of the proposed use;
- 4. The use, as described and conditionally approved, would not be detrimental or injurious to property and improvements in the neighborhood or to the general welfare of the City;
- 5. The subject site is adequate in terms of size, shape, topography, and circumstances and has sufficient access to streets and highways which are adequate in width and pavement type to carry the quantity and quality of traffic expected to be generated by the proposed use; and

6. The design, location, operating characteristics, and size of the proposed use would be compatible with the existing and future land uses in the vicinity, in terms of aesthetics, character, scale, impacts on neighboring properties.

G. Conditions of approval. In approving a Conditional Use Permit or Administrative Use Permit, the review authority may impose conditions deemed reasonable and necessary to ensure that the approval would be in compliance with the findings required by Subsection F. (Findings and decision), above, and to preserve the public health, safety, and general welfare.

(Ord. No. 2108 § 1.)

36.410.065 Hillside Development Permits.

A. Purpose. Hillside Development Permits provide a review process for the City to consider the appropriateness of proposed development on hillside parcels, to ensure that proposed projects minimize their visual and environmental impacts.

B. Applicability.

1. A Hillside Development Permit is required to authorize any proposed construction of new primary dwelling unit that is subject to the requirements of Division 36.340 (Hillside Protection).
2. A Minor Hillside Development Permit is required to authorize any other proposed development that is subject to the requirements of Division 36.340 (Hillside Protection).

C. Application filing and processing.

1. A Preliminary Review application under Section 36.410.040.E (Preliminary Review) and an application under Division 36.400 (Application Filing and Processing) shall be filed for a Hillside Development Permit or Minor Hillside Development Permit.

D. Review authority.

1. Hillside Development Permit may be approved or disapproved by the Planning Commission.
2. Minor Hillside Development Permit may be approved or disapproved by the Design Review Board (DRB), DRB Chair, or Planning Director in accordance with Section 36.410.040.

E. Project review, notice, and hearing.

1. Each application shall be analyzed by the Director to ensure that the application is consistent with the purpose and intent of this Section. The Director shall submit a staff report and recommendation to the Commission for their consideration of a Hillside Development Permit.
2. The Commission shall conduct a public hearing on an application for a Hillside Development Permit prior to the approval or disapproval of the permit.
3. Notice of the public hearing shall be provided, and the hearing shall be conducted in compliance with Division 36.630 (Public Hearings).

F. Findings and decision. The review authority may approve the permit only after first finding that:

1. The proposed use complies with the requirements of Division 36.340 (Hillside Protection) and all other applicable provisions of this Zoning Code.
2. The proposed use is consistent with the General Plan and any applicable specific plan;
3. The establishment, maintenance, or operation of the use would not, under the circumstances of the particular case, be detrimental to the health, safety, or general welfare of persons residing or working in the neighborhood of the proposed use;
4. The use, as described and conditionally approved, would not be detrimental or injurious to property and improvements in the neighborhood or to the general welfare of the City; and
5. The design, location, operating characteristics, and size of the proposed use would be compatible with the existing and future land uses in the vicinity, in terms of aesthetics, character, scale, and view protection.

| G. Conditions of approval. In approving a Hillside Development Permit or Minor Hillside Development Permit, the review authority may impose conditions deemed reasonable and necessary to ensure that the approval would be in compliance with the findings required by Subsection F., and to preserve the public health, safety, and general welfare.

36.420.040 Time Limits and Extensions.

A. Time limits.

1. Unless conditions of approval or other provisions of this Zoning Code establish a different time limit, any Zoning Approval granted in compliance with Division 36.410 (Zoning Approval or Disapproval) that is not exercised within 12 months of its approval shall expire and become void, except where an extension of time is approved in compliance with Subsection B of this Section.
2. The Zoning Approval shall not be deemed “exercised” until the permittee has submitted construction plans to the Building Official for plan review and paid the requisite fees for plan check. The Zoning Approval for a project that requires construction shall remain valid provided that the plan review process remains active in the Building Division. The plan review process shall be considered active for no more than 18 months from the date construction plans are submitted to the Building Official and the requisite plan check fees are paid until a Building Permit is issued. The Zoning Approval shall expire at the end of the aforementioned 18 months, if a building permit has not been issued or an extension granted pursuant to the procedures set forth herein. If no construction is required, the Zoning Approval shall be deemed “exercised” when the permittee has actually commenced the allowed use on the subject site in compliance with the conditions of approval.
3. Zoning Approval shall remain valid after it has been exercised as long as a Building Permit is active for the project, or a final building inspection or Certificate of Occupancy has been granted. A Building Permit issued by the Building Official remains active provided it has not expired pursuant to the Building Code.
4. If a project is to be developed in approved phases, each subsequent phase shall be exercised within 12 months from the date that the previous phase was exercised, unless otherwise specified in the Zoning Approval, or the Zoning Approval shall expire and be deemed void. If the project also involves the approval of a Tentative Map, the phasing shall be consistent with the Tentative Map and the Zoning Approval shall be exercised before the expiration of the Tentative Map, or the Zoning Approval shall expire and be deemed void.

B. Extensions of time. Upon request by the applicant, the review authority may extend the time for a Zoning Approval to be exercised as follows.

1. **Application Filing.** The applicant shall file a written request for an extension of time with the Department at least 10 days before the expiration of the Zoning Approval, together with the filing fee required by the Council’s Fee Resolution.
2. **Burden of Proof.** The burden of proof is on the permittee to establish with substantial evidence that the Zoning Approval should be extended.
3. **Administrative Approval:** The Director may grant no more than one administrative time extension for a period not to exceed 12 months from the expiration date of the Zoning Approval provided that the Director finds that:
 - a. The project has not changed and there have been no material changes to the surrounding neighborhood;
 - b. The permittee has proceeded in good faith and has exercised due diligence in complying with the conditions in a timely manner;
 - c. The proposed extension is consistent with the General Plan, and any applicable specific plan and the overall project remains consistent with those plans as they exist at the time the extension request is being considered; and
 - d. There are adequate provisions for public services and utilities, e.g., access, drainage, fire protection, sewers, water, etc., to ensure that the proposed change would not endanger, jeopardize, or otherwise

constitute a hazard to the public health, safety, or general welfare, or be injurious to the property or improvements in the vicinity and applicable zoning district.

e. Exercise of the Zoning Approval will be delayed by causes outside the applicant's control, e.g., project complexities, legal challenges, an economic downturn, requirements imposed by other governmental agencies.

4. **Review Authority.** The Review Authority which originally approved the Zoning Approval may extend the time for a Zoning Approval beyond 12 months (up to 36 months) from the effective date of original approval, provided that the applicant meets the requirements for time limits and extensions as required in this Subsection and the Review Authority makes the findings in Subsection B.3.

a. **Hearing on extension.** The Review Authority which originally approved the Zoning Approval shall hold a hearing on any proposed extension, in compliance with Division 36.630 (Public Hearings).

(Ord. No. 2108 § 1; Ord. No. 2227 § 3, 2012.)

36.600.050 Design Review Board (DRB).

A. Establishment. The Design Review Board, referred to in this Zoning Code as the DRB, is hereby established.

B. Appointment. The DRB members shall be appointed by the Mayor, with the approval of the Council.

C. Membership.

1. The DRB shall consist of five members, each being a resident elector of the City. To the greatest extent feasible, they shall represent the following professions/occupations:
 - a. At least two members shall be State licensed architects, or retired from that status;
 - b. At least one member shall be State licensed as a contractor or landscape architect, or retired and/or inactive from that status;
 - c. At least one lay member who has demonstrated special interest, competence, experience, or knowledge in urban design.

D. Terms of office.

1. All members shall be appointed to a term of office of three years or until their respective successors are appointed and qualify.
2. A person that was appointed to serve a partial term may be appointed to serve not more than two consecutive full terms thereafter.
3. Each member shall not serve more than two consecutive full terms. A DRB member may be re-appointed after at least a twelve-month absence from the DRB.
4. Any vacancy on the DRB shall be filled by the Mayor, with the approval of the Council.

E. Organization. The DRB shall elect its chairperson from among its appointed members for a term of one year and, subject to other provisions of law, may create and fill the other offices as it may deem necessary, subject to the approval of the Council.

F. Compensation. The DRB members shall serve without compensation, but shall be reimbursed for reasonable expenses incurred in the performance of their duties.

G. Quorum. Three members of the DRB shall constitute a quorum. No action of the DRB shall be valid without the affirmative vote of at least three members.

H. Authority.

1. Decision making responsibility. The DRB shall be the final review authority for projects only requiring Design Review that are not subject to Design Review by the Planning Commission or Cultural Heritage Commission, unless its determination is appealed to the Commission.

I. Limits of responsibility. The DRB may not:

1. Determine the location or appropriateness of a land use, if the use is in compliance with this Zoning Code;
2. Restrict development beyond the development standards identified in this Zoning Code, except as specifically provided herein; or

3. Authorize a sign prohibited by Section 36.320.040 (Prohibited Signs).

J. Delegation of responsibility. In order to allow the DRB flexibility in performing its duties in as efficient a manner as possible, the DRB may adopt criteria under which the Chairperson, acting alone, or a subcommittee of the full DRB, may implement and administer the policies of the DRB on a case-by-case basis for specified review, of an aspect of a project, an entire specific project, or a category of projects or aspects thereof. The criteria shall be the same for both DRBs and be subject to the approval of the Council.

K. Term of Chairperson. The person selected as Chairperson shall serve no more than two consecutive one-year terms as Chairperson. A Chairperson may be re-elected as Chairperson after at least a 12-month vacancy from that position.

L. DRB secretary. The Planning Director shall act as secretary to the DRB, shall record all actions, and shall provide written communications to the applicants.

(Ord. No. 2108 § 1; Ord. No. 2176, § 2, 2008.)

36.610.050 Appeal Filing, Processing, and Decisions.

A. Timing and form of appeal.

1. An appeal application shall be submitted in writing, within 15 calendar days after the date of the decision of the Director, DRB, or Commission, as applicable, that is being appealed.
2. An appeal application addressed to the Commission shall be filed with the Department, while an appeal addressed to the Council shall be filed with the City Clerk.
3. An appeal application shall:
 - a. Specifically identify the grounds upon which the appeal will be taken and summarize the facts and points of law in support of the appeal. Additional facts or points of law may be presented at the hearing;
 - b. Be accompanied by the information identified in the Department handout for appeal applications; and
 - c. Be accompanied by the filing fee established by the Council's Fee Resolution.

B. Delay of proceedings. The filing of an appeal shall delay (or suspend) the effective date of the Director, DRB, or Commission action until the date the decision on appeal becomes final or the appeal is withdrawn.

C. Withdrawal. An appeal may be withdrawn by the appellant before the scheduled public hearing.

D. Joining an appeal.

1. Only those persons who file an appeal within the specified appeal period shall be considered appellants of the matter under appeal.
2. Any person who wishes to join an appeal shall follow the same procedures for an appellant.
3. A person shall not be allowed to join an appeal after the end of the specified appeal period.

E. Action on appeals. Notice and hearing of an appeal shall be given in the same manner as any hearing required for the action being appealed. If no notice was required, then the appeal body shall give notice as it deems fair and appropriate.

1. Scope of review and decision. When reviewing an appeal the review authority may:
 - a. Consider any issues associated with the decision being appealed, in addition to the specific grounds for the appeal. The review authority shall also consider any environmental determination applicable to the zoning approval or decision being appealed;
 - b. By resolution, uphold, uphold in part, or reverse the action, the determination, or decision that is the subject of the appeal; or
 - c. Adopt additional conditions of approval deemed reasonable and necessary.
2. New evidence. If new or different evidence, related only to the subject of the appeal, is presented during the appeal hearing, the Commission or Council, may refer the matter back to the Director, DRB, or Commission, as applicable, for a report on the new or different evidence before a final decision on the appeal.
3. Findings. The appeal body shall be governed by the same criteria which governed the action being appealed.

4. Time limits. Unless otherwise specified by law, including this Zoning Code, the appeal body shall render its decision on the appeal within 30 days after the closing of the hearing for the appeal.

F. Mailing of resolution. Within five days after a decision on an appeal is rendered, notice of the decision shall be mailed to the person who filed the appeal and to any person who received notice of the action that was appealed.

(Ord. No. 2108 § 1.)

Division 36.630. Public Hearings

Sections:

- 36.630.010 Purpose of Division.
- 36.630.020 Notice of Hearing.
- 36.630.030 Scheduling of Hearing.
- 36.630.040 Review Authority Decision and Notice.
- 36.630.050 Recommendation by Commission.
- 36.630.060 Effective Date of Decision.
- 36.630.070 Hearing Procedures.

36.630.010 Purpose of Division.

This Division establishes procedures for public hearings before the Director, DRB, Commission, and Council. When a public hearing is required by this Zoning Code, public notice shall be given and the hearing shall be conducted as provided by this Division.

(Ord. No. 2108 § 1.)

36.630.020 Notice of Hearing.

When a zoning approval or other matter requires a public hearing, the public shall be provided notice of the hearing in compliance with State law (Government Code Sections 65090, 65091, 65094, and 66451.3, and Public Resources Code 21000 et seq.), and as required by this Division.

A. **Contents of notice.** Notice of a public hearing shall include:

1. **Hearing information.** The date, time, and place of the hearing and the name of the hearing body; a brief description of the City's general procedure concerning the conduct of hearings and decisions; and the phone number and street address of the Department, where an interested person could call or visit to obtain additional information;
2. **Application information.** The name of the applicant; the City's file number assigned to the application; a general explanation of the matter to be considered; a general description, in text and/or by diagram, of the location of the property that is the subject of the hearing;
3. **Statement on environmental document.** If a draft Negative Declaration or Environmental Impact Report has been prepared for the project in compliance with the South Pasadena Environmental Review Guidelines, the hearing notice shall include a statement that the hearing body will also consider approval of the draft Negative Declaration or certification of the final Environmental Impact Report; and
4. **Effect of City action.** The following statements, which are intended to alert the recipient to the possible effects that could result from the City approving the subject amendment:
 - a. **General Plan or specific plan.** A General Plan or specific plan amendment could result in a change in the manner (e.g., a change from residential to commercial, commercial to business park, or commercial or business park to residential) in which the subject parcels may be used or in the allowed intensity or density of the project.
 - b. **Zoning Code.** A Zoning Code amendment could modify any allowable land use, standard, requirement, or procedure applicable to construction of a project within the City.
 - c. **Zoning Map.** A Zoning Map amendment could have the effect of rezoning property from one zoning district to another (e.g., a change from residential to commercial, commercial to business park, or commercial or business park to residential) or in the allowed intensity or density of the project.

B. **Method of notice distribution.** Notice of a public hearing required by this Division for an amendment, appeal, or entitlement shall be given as follows, as required by State law:

1. Mailing.

a. Notice shall be mailed, or delivered, at least 10 days before the hearing, through the United States mail with postage prepaid, to:

- (1) The owners of the property being considered or the owner's agent, and the applicants;
- (2) Each local agency expected to provide schools, water, or other essential facilities or services to the project, whose ability to provide the facilities and services may be significantly affected;
- (3) All owners of real property as shown on the County's latest equalized assessment roll and all legal occupants located within a 300-foot radius of the subject parcel; and
- (4) Any person who has filed a written request for notice with the Director.

b. The 300-foot radius shall be measured from the exterior boundaries of the subject parcel to the exterior boundaries of the neighboring parcels within the 300-foot radius, without reference to structures existing on either parcels.

2. Additional required notice. In addition to the mailing or delivery identified in Subsection B.1, the notice shall also either be:

a. All public hearings. Published at least once in a local newspaper of general circulation within the City at least 10 days before the hearing.

C. Alternative to mailing. If the number of property owners to whom notice would be mailed in compliance with Subsection B.1 above is more than 1,000, the Director may choose to provide the alternative notice allowed by State law (Government Code Section 65091(a)(3)).

D. Additional optional notice. In addition to the types of notice required by Subsection B. and C., above, the Director may provide additional notice with content or using a distribution method as the Director determines is necessary or desirable (e.g., use of a greater radius for notice, on the Internet, etc.).

(Ord. No. 2108 § 1.)

36.630.030 Scheduling of Hearing.

After the completion of the public comment period for an environmental document required by the California Environmental Quality Act (CEQA) and the South Pasadena Environmental Review Guidelines, the matter shall be scheduled for public hearing on a Director, DRB, CHC, Commission, or Council agenda (as applicable) at the earliest available date after the end of the public notification period in compliance with Section 36.630.020 (Notice of Hearing).

(Ord. No. 2108 § 1.)

36.630.040 Review Authority Decision and Notice.

A. Decision.

1. The review authority (Director, DRB, CHC, Commission, or Council, as applicable) may announce and record their decision on the matter being considered at the conclusion of a scheduled hearing, defer action

and continue the matter to a later meeting agenda in compliance with Section 36.630.070 (Hearing Procedure), or, in the case of the Director, take the matter under advisement.

2. The Director or Chair may instead refer the matter to the Planning Commission or Design Review Board for determination. A referral will require a new noticed hearing before the Planning Commission or Design Review Board.
 3. The action of the Planning Commission shall be by resolution, adopted by the affirmative vote of not less than three members.
- B. Notice of decision. The notice of decision identified in Subsection A., above, shall contain any conditions of approval, and reporting/monitoring requirements deemed necessary to mitigate any impacts and protect the public convenience, health, interest, safety, or general welfare of the City.
- C. Mailing of the notice.
1. Within five business days following the date that the final decision or recommendation is rendered by the review authority, notice of the decision shall be mailed to the applicant at the address shown on the application.
 2. A copy of the notice of decision shall also be sent to the property owner, if different from the applicant, to all other persons who have filed a written request for notice, and to each member of the Council.
- D. Planning Commission and Cultural Heritage indecision. When, for any reason, the Commission is unable to reach a decision within 40 days after the close of the public hearing, the matter shall be deemed automatically appealed to the Council, without decision by the Commission. The City Clerk shall place the matter on the Council's agenda and a de novo public hearing shall be held by the Council.

(Ord. No. 2108 § 1.)

36.630.050 Recommendation by Planning Commission.

- A. Planning Commission action. At the conclusion of any public hearing on an amendment (e.g., General Plan, Zoning Map, or Zoning Code), a development agreement, or a specific plan the Commission shall forward a recommendation, including all required findings, to the Council for final action.
- B. Mailing of recommendation. Within five business days following the hearing, a copy of the Commission's recommendation shall be mailed to the applicant at the address shown on the application.

(Ord. No. 2108 § 1.)

36.630.060 Effective Date of Decision.

A decision of the Director, DRB, CHC, or Commission (other than a recommendation in compliance with Section 36.630.050) is final and effective at the end of the business day on the 15th day following the decision, unless an appeal is filed in compliance with Division 36.610 (Appeals).

(Ord. No. 2108 § 1.)

36.630.070 Hearing Procedures.

- A. Holding of hearings. Hearings shall be held at the date, time, and place described in the public notice required by this Division.

- B. Continuances. If a hearing cannot be completed on the scheduled date, the presiding Councilperson or Commissioner, before the adjournment or recess of the hearing, may continue the hearing by publicly announcing the date, time, and place to which the hearing will be continued. Additional notice for a continued hearing is not required.

(Ord. No. 2108 § 1.)

ATTACHMENT 2
PROPOSED ZONE CODE
AMENDMENTS IN REDLINE FORMAT

Division 36.340. Hillside Protection

Sections:

- 36.340.010 Purpose of Division.
- 36.340.020 Applicability.
- 36.340.030 Permit and Application Requirements.
- 36.340.040 Hillside Development Design Guidelines.
- 36.340.050 Hillside Project Development Standards.

36.340.010 Purpose of Division.

The standards of this Division are intended to:

- A. Preserve the City’s scenic resources by encouraging retention of natural topographic features and vegetation;
- B. Acknowledge that as the slope of a development site increases so does the potential for environmental degradation including slope failure, increased erosion, sedimentation and stormwater run-off; and
- C. Encourage grading practices that are appropriate in hillside areas; and
- D. Encourage structures on hillside parcels to be designed with scale, massing, architectural design and detailing appropriate to maintain hillsides in a natural, open character.

(Ord. No. 2108 § 1.)

36.340.020 Applicability.

- A. Sloping sites. The standards in this Division apply to subdivisions, uses, structures, and to all other development on sites with an average of slope of 20 percent or greater.
- B. Exceptions. The provisions of Section 36.340.050 (Hillside Project Development Standards) shall not apply to parcels within the AM (Altos de Monterey) overlay zone, which are instead subject to the requirements of Section 36.250.030 (Altos de Monterey (AM) Overlay District).
- C. Determination of average slope. Average slope shall be determined by applying the following formula.

$$\text{Average Slope Formula: } S = \frac{100 (I \times L)}{A}$$

Where:

S = Average natural slope in percent.

I = Contour interval in feet, at not more than 10 foot intervals, resulting in at least five contour lines being shown on the contour map.

L = The sum of the length of all the contour lines across the parcel in scale feet. See Figure 3-25.

A = The gross area of the building site in square feet.

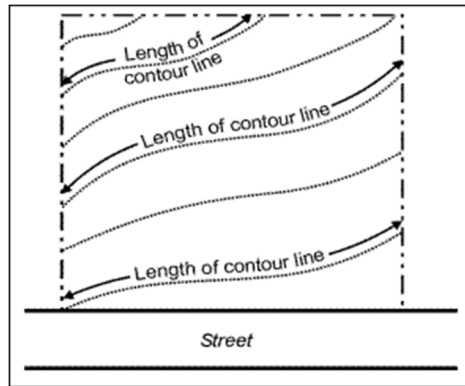


Figure 3-25. Measurement of Contour Line Length to Determine “L” in Slope Formula

- D. Guest parking spaces. Section 36.340.050H applies only to properties located on the following streets in the Southwest Monterey Hills area of the city: Hanscom Drive, Peterson Avenue, Illinois Drive, Hill Drive, Harriman Avenue, Randolph Avenue, Hulbert Avenue, Elkins Street, Moffatt Street.

(Ord. No. 2108 § 1 Ord. No. 2166, § 1, 2007.)

36.340.030 Permit and Application Requirements.

Development that is subject to this Division shall require a Hillside Development Permit (Section 36.410.065) and Design Review ~~by the Planning Commission~~ (Section 36.410.040). The application shall include:

- A. Basic application contents. All information and materials required by Section 36.400.040 (Application Preparation and Filing), and all additional materials required by the application contents handout provided by the Department for hillside development; and
- B. Geotechnical report. A preliminary geotechnical report that identifies and proposes mitigation measures for any soils or geological problems that may affect site stability or structural integrity. Depending upon the site characteristics and project design, a final geotechnical report may also be required as part of a subsequent Building Permit application.
- C. Constraints analysis. For properties that have sensitive environmental resources including endangered plants and animals, or a wildlife corridor designated by the City, a qualified professional approved by the Director shall prepare a site constraints analysis in compliance with Section 36.380.030. The report shall include proposed mitigation measures to effectively protect important biological features identified.

(Ord. No. 2108 § 1; Ord. No. 2183 § 15, 2009.)

36.340.040 Hillside Development Design Guidelines.

Proposed hillside development should satisfy as many of the following objectives as feasible, as determined through the Design Review process.

- A. Terrain alteration. The project should be designed to fit the terrain rather than altering the terrain to fit the project. Development patterns that form visually protruding horizontal bands or steeply cut slopes for roads or lots shall be avoided. Large-scale slope terracing, cribwalls, or significant slope modification is discouraged. Where alteration of the terrain is necessary, contour grading techniques should be utilized to help achieve a natural appearing slope. (See Section 36.340.050.F and Figure 3-33.)
- B. Street layout. Any new streets should follow the natural contours of the terrain to minimize the need for grading. Cul-de-sacs and loop roads are encouraged where necessary to fit the natural topography, subject to the approval of the City Engineer and Fire Chief.
- C. Location of structures. Structures should be located in the most accessible, least visually prominent, and most geologically stable portion or portions of the site. They should also be oriented with the natural contours of the

site. Siting structures in the least visually prominent locations is especially important on open hillsides where the prominence of construction should be minimized by placing structures so that they will be screened by existing vegetation, depressions in topography, or other natural features.

D. Site layout and structure design. Building and site design should utilize varying setbacks and structure heights, split-level foundations, and low retaining walls to blend structures into the terrain.

E. Architectural design.

1. Form. Building forms should complement the character of the hillsides and avoid massive structures that dominate views of the hills.
2. Scale and windows—Infill lots. The scale of homes proposed on infill lots should be compatible with buildings on adjacent parcels. Where feasible, windows, balconies, and outdoor living areas should be located to protect the privacy of adjacent homes and yards.
3. Exterior wall surfaces. The apparent size of exterior wall surfaces visible from off the site should be minimized through the use of single story elements, setbacks, overhangs, roof pitches, landscaping, and/or other means of horizontal and vertical articulation to create changing shadow lines and break up massive forms.
4. Roofs. Roof pitches should generally be placed to follow the angle of the slope; but with variations to avoid a monotonous appearance. See Figure 3-26.

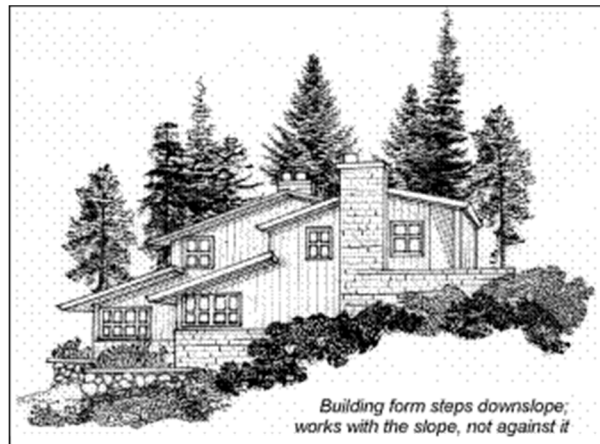


Figure 3-26. Design Sensitive to Terrain

Note: This diagram is intended to provide an example of building form, and is not intended to show a preferred architectural style.

5. Support structures. Support structures (for example, columns, pilings, etc.) below the lowest floor on the downhill side of a house, should be enclosed unless visible structural members are an integral feature of the architectural design. Support structure wall surfaces shall not exceed six feet in height.

F. View protection. New construction should not block views from other properties.

1. Where feasible, new structures and tall landscaping should not be placed directly in the view of the primary living areas on a neighboring parcel.
2. New structures should be placed on the lower areas of a hillside site.

3. Mechanical equipment may be placed on rooftops or below a deck only if the equipment is not visible from off the site, except for unobtrusive solar collectors that are compatible with the roof line and architecturally integrated with the structure.

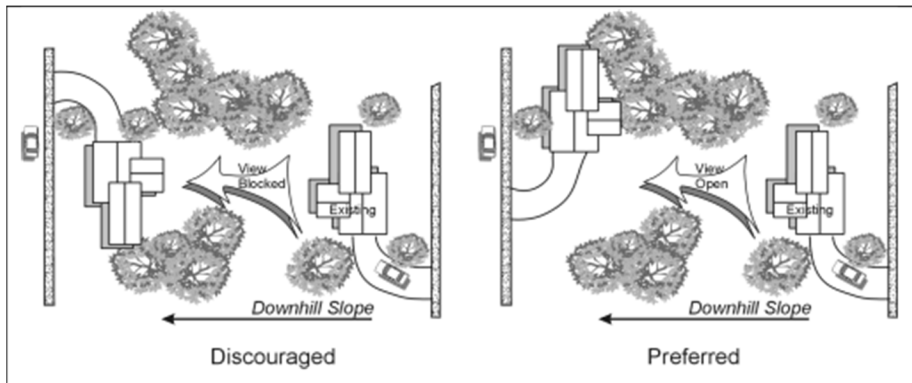


Figure 3-27. View Protection

- G. Colors and materials. A mixture of materials, color, and forms should be used to blend structures with the natural appearance of the hillsides:
 1. Based upon the graphic principle that dark colors are less noticeable than light colors, darker tones, including earth tones should be used for building walls and roofs on highly-visible sites so that buildings appear to blend in with the natural terrain.
 2. Surface materials should be appropriate for the architectural style of the structure and compatible with the hillside environment.
- H. Exterior lighting. Night views of the hillsides should not be dominated by bright lights. Lighting within high-visibility areas should be properly shielded to avoid glare and the spill of light to surrounding areas. Low-level lighting and the use of multiple low profile fixtures is encouraged, as opposed to the use of fewer, but taller fixtures.
- I. Retaining walls. Large retaining walls in a uniform plane shall be avoided. Retaining walls shall be divided into terraces with variations in plane and include landscaping to break up the length of walls and to screen them from view. No retaining wall shall be higher than six feet, and should incorporate a three foot recessed offset feature every 30 feet, or other methods of articulation. Retaining walls more than three feet high that are visible from off the site should be screened with landscaping. See Figure 3-28.

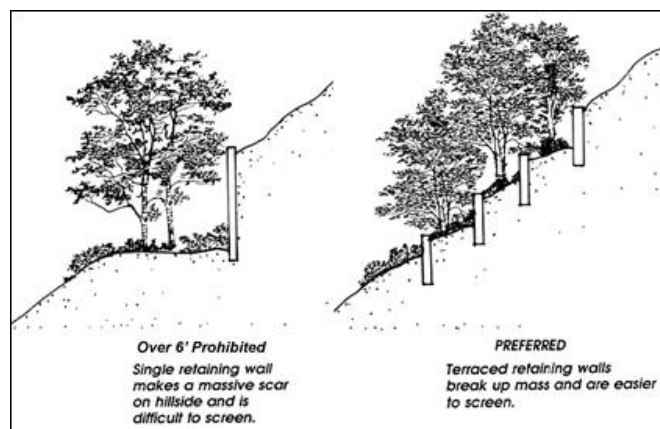


Figure 3-28. Retaining Wall Design

(Ord. No. 2108 § 1.)

36.340.050 Hillside Project Development Standards.

A. Setbacks. Hillside developments shall comply with the following setback requirements, and with the limitations on the allowable uses of setbacks in Section 36.300.030.E.3.

TABLE 3-10. HILLSIDE SETBACKS	
Property Setback	Setback Distance
Front	10 ft.
Side	10% of width, minimum 4 ft., maximum 10 ft.
Corner Side	10% of width, minimum 10 ft., maximum 15 ft.
Ridgeline (1)	50 vertical feet from ridgeline. Also see 36.340.050.C, and Figure 3-31.
Notes: (1) New structures or additions are prohibited within 50 feet of a ridgeline unless this restriction precludes development of the property. An exception may be granted if the review authority finds the following: a. There are no site development alternatives that avoid ridgeline development; b. The density has been reduced to the minimum standards consistent with the General Plan density range; c. No new subdivision of parcels is created that will result in ridgeline development; and d. The proposed development will not have significant adverse visual impacts due to modifications in structural design including height, bulk, size, foundation, siting, and landscaping that avoid or minimize the visual impacts of the development.	

B. Setbacks between structures and toes/tops of slopes. On adjacent lots having a difference in vertical elevation of three feet or more, the required side yard shall be measured from the nearest toe or top of slope to the structure, whichever is closer. See Figure 3-29.

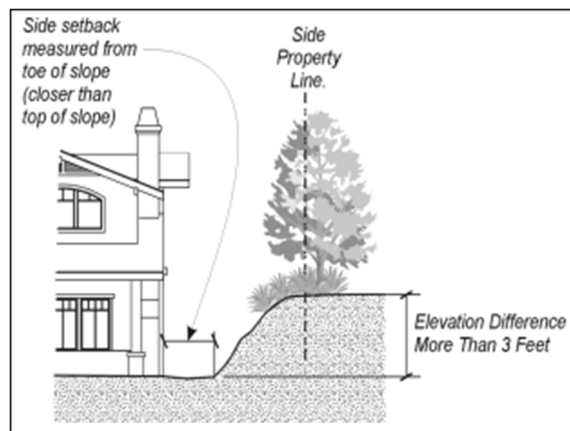


Figure 3-29. Side Setback Measurement

C. Height limitations. The maximum height for structures with a roof pitch of 3:12 or greater shall be 28 feet. If a roof pitch is less than 3:12, the maximum height shall be 24 feet.

1. Siting restrictions. Structures shall not be placed so that they appear silhouetted against the sky when viewed from a public street, except where the review authority determines that the only feasible building site cannot comply with this standard. See Figure 3-30.

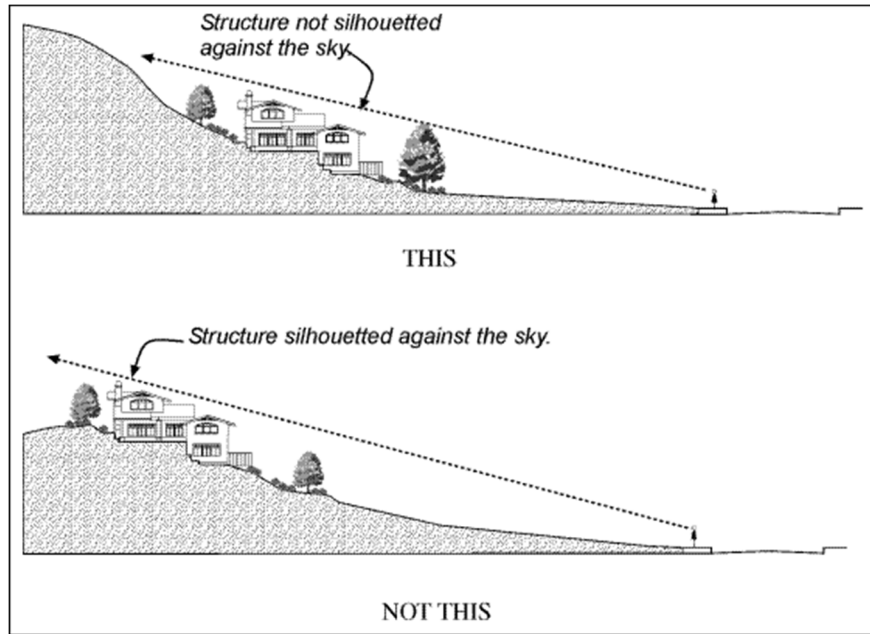


Figure 3-30. Silhouetted Structures

2. Placement below ridgeline. Except as provided by Subsection C.3, structures shall be located so that a vertical separation of at least 50 feet is provided between the top of the structure and the top of the ridge or knoll to maintain the natural appearance of the ridge. Grading should also be avoided within 50 vertical feet of the top of a ridge or knoll. Placement of structures should also take advantage of existing vegetation for screening, and should include the installation of additional native plant materials to augment existing vegetation, where appropriate. See Figure 3-31.

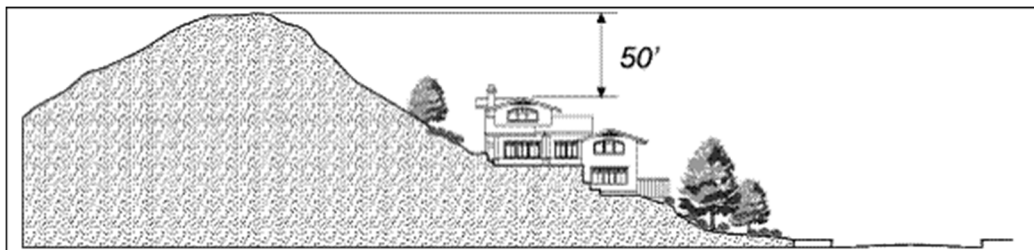


Figure 3-31. Location of Structures Below Ridgelines

3. Height limit above ridgeline. Where the review authority determines that a parcel contains no feasible building site other than where a structure will extend above the ridgeline, proposed structures shall not exceed a height of 16 feet above the highest point on the ridgeline or hilltop within 100 feet of the proposed structure.
4. Height of lowest floor level. The vertical distance between the lowest point where the foundation meets grade and the lowest floor line of the structure shall not exceed six feet.
5. Downhill building walls. No single building wall on the downhill side of a house shall exceed 15 feet in height above grade. Additional building height on a downhill side may be allowed in 15-foot increments, where each increment is stepped-back from the lower wall a minimum of 10 feet (see Figure 3-32).

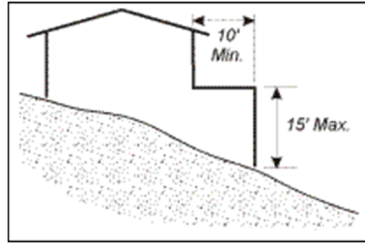


Figure 3-32. Height Limit for Downhill Building Walls

- D. Decks. No portion of the walking surface of a deck with visible underpinnings shall exceed a height of six feet above grade. Decks should be integrated into the architecture of the house, not appearing as an “add-on” to the primary building mass.
- E. Driveways. The ramp to any garage or carport shall not have a grade steeper than five percent within 10 feet of the garage or carport entry. The finished grade of driveways shall not exceed an average of 15 percent.
- F. Natural state. A minimum of 25 percent of the lot area plus the percentage figure of the average slope must be remediated to its natural state in terms of slope and vegetation.
- G. Grading. Grading plans shall be prepared in compliance with the Municipal Code, and the General Plan, which prohibits grading on slopes over 30 percent shall be permitted to allow grading when sufficient technical information has been provided to support that such development would have no negative impacts on the property, adjacent properties, or on the safety and welfare of the public. Grading shall utilize landform grading techniques. See Figure 3-33.

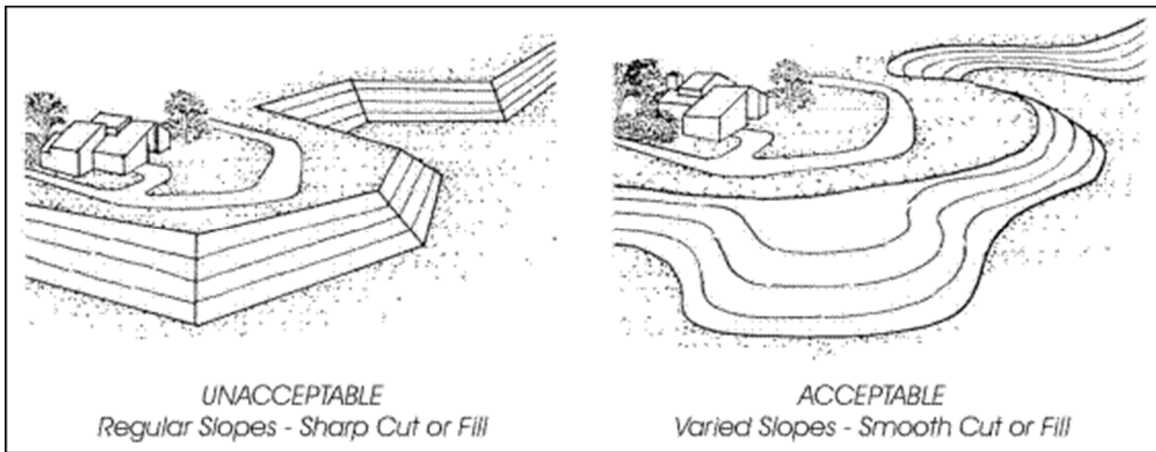


Figure 3-33. Appropriate Grading

- H. Southwest Monterey Hills guest parking spaces. The following guest parking space standards apply only to hillside properties (as defined in Section 36.340.020A) in the Southwest Monterey Hills area as defined by Section 36.340.020D.
 - 1. Required off-street guest parking spaces shall be provided in accordance with Section 36.310.040, Table 3-6 (Parking Requirements by Land Use). An application for a new house, or addition to an existing house that lacks the required off-street parking, shall provide details on the location and dimensions of required guest parking space/s, which shall be located perpendicular (or as close as possible to 90 degrees) to the right-of-way, and within or partially within the required front setback. If physical constraints preclude this location, the applicant shall provide written documentation of these constraints and provide the required off-street guest parking in the following order of preference:

- a. Parallel to the street and at least 10 feet wide by 24 feet deep. Access to a parallel parking space shall not be impeded by landscaping, trees, retaining walls, fences, the alignment of the right-of-way, or any other obstacle. Clear access shall be permanently retained; or
 - b. Other locations as approved by the Director. (The onus is placed on the applicant to demonstrate to the satisfaction of the Director that such a location will be functional and allow vehicles to be parked with no portion encroaching into the right-of-way.)
2. Paving limits. Front yard paving limits as listed in Section 36.300.030E.3.c (Setback Measurement and Exceptions) shall be observed, except when the required guest parking space/s can only be located in the front yard.
3. Slope. The slope of uncovered parking space/s shall comply with the standards in Sections 36.310.080G.2 (Parking Design Standards) and 36.340.050E (Hillside Project Development Standards).
4. Dimensions. Uncovered perpendicular spaces shall be at least 9 feet wide by 18 feet deep. Uncovered parallel spaces shall be at least 10 feet wide by 24 feet deep.
5. Allowable materials. Parking space materials shall conform to the standards listed in 36.310.090C.2 (Driveways and Site Access).

(Ord. No. 2108 § 1; Ord. No. 2166, 2007.)

Division 36.400. Application Filing and Processing

Sections:

- 36.400.010 Purpose of Division.
- 36.400.020 Authority for Land Use and Zoning Decisions.
- 36.400.030 Concurrent Permit Processing.
- 36.400.040 Application Preparation and Filing.
- 36.400.050 Application Fees.
- 36.400.060 Application Review.
- 36.400.070 Environmental Assessment.

36.400.010 Purpose of Division.

This Division provides procedures and requirements for the preparation, filing, and processing of applications for the zoning approvals (e.g., Administrative Modifications, Conditional Use Permits, Home Occupation Permits, Temporary Use Permits, Variances, etc.) required by this Zoning Code.

(Ord. No. 2108 § 1.)

36.400.020 Authority for Land Use and Zoning Decisions.

Table 4-1 (Review Authority) identifies the City official or body responsible for reviewing and making decisions on each type of application, land use permit, and other approvals required by this Zoning Code.

TABLE 4-1. REVIEW AUTHORITY						
Type of Decision	Procedure is in Section:	Role of Review Authority (1)				
		Director	DRB (2)	CHC (3)	Planning Commission	City Council
<i>Administrative and Amendments</i>						
Affordable Housing Review	36.370				Decision	Appeal
Density Bonus Review	36.370	Decision				
Development Agreement	36.430				Recommend	Decision
General Plan amendment	36.620				Recommend	Decision
Interpretation	36.110	Decision (4)			Appeal	Appeal
Specific Plan	36.440				Recommend	Decision
Zoning Map amendment	36.620				Recommend	Decision
Zoning Text amendment	36.620				Recommend	Decision
<i>Zoning Approvals</i>						
Administrative Modification	36.410.070	Decision (4)			Appeal	Appeal
Administrative Use Permit	36.410.060	Decision (4)			Appeal	Appeal
Certificate of Appropriateness	See Municipal Code			Decision (9)		Appeal
Conditional Use Permit	36.410.060				Decision	Appeal

TABLE 4-1. REVIEW AUTHORITY

Type of Decision	Procedure is in Section:	Role of Review Authority (1)				
		Director	DRB (2)	CHC (3)	Planning Commission	City Council
EIR Certification	36.400.070				Certify (5)	Certify (5)
Emergency Shelters	36.350.250	Decision				
Hillside Development Permit – New structures	36.410.065				Decision	Appeal
Minor Hillside Development Permit – Modifications to existing structures	36.410.065		Decision		Appeal	Appeal
Home Occupation Permit	36.410.030	Issued				
Valet Parking Use Permit	36.310.111				Decision	Appeal
Parking Use Permit	36.410.090	Decision			Appeal	Appeal
Planned Development Permit	36.410.100				Decision	Appeal
Planning Clearance	36.410.020	Issued				
Reasonable Accommodation	36.400.110	Decision			Appeal	Appeal
Sign Permit	36.320		Decision		Appeal	Appeal
Single Room Occupancy	36.350.260	Decision				
Temporary Use Permit	36.410.050	Issued				
Variance	36.410.080				Decision	Appeal
Design Review						
Administrative Modification		Decision (4)			Appeal	Appeal
Administrative Use Permit		Decision (4)			Appeal	Appeal
Certificate of Appropriateness	See Municipal Code			Decision		Appeal
Conditional Use Permit					Decision	Appeal
Design Review (6)	36.410.040		Decision		Appeal	Appeal
Design Review for Multi-Family 7 or more units, or Not-Exempt from CEQA (7)	36.410.040				Decision	Appeal
Minor Design Review	36.410.040	Decision (8)			Appeal	Appeal

TABLE 4-1. REVIEW AUTHORITY						
Type of Decision	Procedure is in Section:	Role of Review Authority (1)				
		Director	DRB (2)	CHC (3)	Planning Commission	City Council
Hillside Development Permit					Decision	Appeal
Planned Development Permit					Decision	Appeal
Sign Permit			Decision		Appeal	Appeal
Variance					Decision	Appeal

Notes:

(1) “Recommend” means that the review authority makes a recommendation to a higher decision-making body; “Decision” means that the review authority makes the final decision on the matter; “Appeal” means that the review authority may consider and decide upon appeals to the decision of an earlier decision-making body, in compliance with Division 36.610 (Appeals); and “Issued” means the nondiscretionary permit shall be granted by the Director.

(2) “DRB” means the Design Review Board. (See Section 36.410.040.)

(3) “CHC” means the Cultural Heritage Commission. (See Municipal Code.)

(4) The Director may defer action on zoning approval applications and refer the items to the Commission for the final decision. In a similar manner, the Director may defer action on a Design Review application and refer the item to the DRB for the final decision.

(5) The Commission shall certify the Environmental Impact Report, except in those instances where the Council has final review authority for the application.

(6) Design Review of all structures is required pursuant to Section 36.410.040.

(7) CEQA means the California Environmental Quality Act.

(8) Decision is by the Planning Director or Chair of the Design Review Board

(9) If the Certificate of Appropriateness is associated with an application requiring approval by the Planning Commission, the Cultural Heritage Commission shall be the recommending body for the Certificate of Appropriateness to the Planning Commission.

(Ord. No. 2108 § 1; Ord. No. 2183 § 18, 2009; Ord. No. 2185 § 1, 2009; Ord. No. 2246 § 5, 2013; Ord. No. 2248 § 3, 2013; Ord. No. 2251 § 8, 2013; Ord. No. 2252 § 3, 2013; Ord. No. 2253 § 4, 2013; Ord. No. 2297 § 3, 2016.)

36.400.030 Concurrent Zoning Approval Processing.

When a single project incorporates different land uses or features so that this Zoning Code requires more than one zoning approval, the Director may determine that all of the applications should be reviewed, and approved or disapproved, by the highest level review authority identified by Table 4-1 as having authority over the separate approvals required. This action shall not be interpreted as bypassing the applicable review authority identified by Table 4-1, but rather to have their action take the form of a recommendation to the highest level of review authority identified by Table 4-1. (For example, a project that requires a Zoning Map amendment and a Conditional Use Permit should be reviewed and approved by the Council, where a Conditional Use Permit application by itself may be reviewed and acted upon by the Commission.)

(Ord. No. 2108 § 1.)

36.400.040 Application Preparation and Filing.

The preparation and filing of applications for zoning approvals, amendments (e.g., General Plan, Zoning Code, Zoning Map, and specific plan), and other matters pertaining to this Zoning Code shall comply with the following requirements.

A. Pre-application review.

1. A prospective applicant or agent is strongly encouraged to request a pre-application review with the Department before completion of project design and the formal submittal of a zoning approval application.

- a. If the project is for development on slopes greater than 30%, a pre-application review is required prior to applying for the Hillside Development Permit.

2. A request by an applicant for pre-application review, accompanied by preliminary project plans and designs and the required filing fee, will be reviewed by affected City departments and other selected agencies.
3. The reviewing City staff members will inform the applicant of requirements as they apply to the proposed project, provide a preliminary list of issues that will likely be of concern during formal application review, suggest possible alternatives or modifications to the project, and identify any technical studies that may be necessary for the environmental review process when a formal application is filed.
4. Neither the pre-application review nor information and/or pertinent policies provided by the Department shall be construed as a Department recommendation for approval or disapproval of the application or project.

B. Application contents and fee. Applications shall include the forms provided by the Department, and all information and materials required by the application content requirements handout provided by the Department for the specific type of application (e.g., Conditional Use Permit, Variance, or others), and the filing fee required by the Council’s Fee Resolution.

C. Eligibility, filing. All zoning approval and other applications required by this Zoning Code shall be filed with the Department. Applications may be made by:

1. The owner of the subject property; or
2. Any agent or representative, with the written consent of the property owner.

D. Filing date. The filing date of an application shall be the date on which the Department receives the last submission, map, plan, or other material required as a part of that application by Subsection A., in compliance with Section 36.400.060 (Application Review) and deemed complete by the Director.

(Ord. No. 2108 § 1.)

36.400.050 Application Fees.

A. Filing fees required. The Council shall, by resolution, establish a schedule of fees for amendments, zoning approvals, and other matters pertaining to this Code, referred to as the Council’s Fee Resolution. The schedule of fees may be changed from time to time only by resolution of the Council.

B. Fee waivers. The Council may waive any of the fees required by the Council’s Fee Resolution for sufficient cause being demonstrated by the applicant. The determination of what shall constitute “sufficient cause” shall be at the discretion of the Council.

C. Refunds and withdrawals.

1. Recognizing that filing fees are utilized to cover City costs of public hearings, mailing, posting, transcripts, and staff time involved in processing applications, no refunds due to a disapproval of an application are allowed.
2. In the case of an application withdrawal, the Director may authorize a partial refund based upon the pro-rated costs to-date and determination of the status of the application at the time of withdrawal.

(Ord. No. 2108 § 1.)

36.400.060 Application Review.

All applications filed with the Department in compliance with this Zoning Code shall be initially processed as follows.

A. Completeness review. No application will be scheduled for review until deemed complete in compliance with the following requirements.

1. Notification of applicant. The applicant shall be informed in writing within 30 days of submittal, either that the application is complete and has been accepted for processing, or that the application is incomplete and that additional information, specified in the letter, shall be provided. All additional information needed shall be identified in the letter providing notice of an incomplete application.
2. Environmental information. The Director may require the applicant to submit additional information needed for the environmental review of the project in compliance with Section 36.400.070 (Environmental Assessment), below.
3. Second notification. If no response to the first letter is received by the Director within 30 days, a second letter shall be sent to the applicant giving an additional 30 days in which to provide the information specified in the first letter.
4. Withdrawal of application. The Director may deem the application withdrawn if the specified information is not provided within 30 days from the date of the second letter, unless, at a minimum, the applicant submits a letter requesting a mutually agreed upon appointment with the Director to discuss the establishment of a schedule for submittal of the specified information. Application processing shall not resume thereafter until a new application is filed, including fees, plans, exhibits, and other materials that are required for any project on the same site.
5. Criteria for acceptance. An application shall not be accepted as complete unless or until the Director determines that it:
 - a. Includes all information and materials required by Section 36.400.040.B (Application contents and fees);
 - b. Includes any other technical studies or supplemental information deemed necessary by the Director; and
 - c. Is accompanied by the application fee, or a deposit if appropriate, in compliance with the Council's Fee Resolution.

B. Referral of application. At the discretion of the Director, or where otherwise required by this Zoning Code, State, or Federal law, any application filed in compliance with this Zoning Code may be referred to any public agency that may be affected by or have an interest in the proposed land use activity.

(Ord. No. 2108 § 1.)

36.400.070 Environmental Assessment.

After acceptance of a complete application, the project shall be reviewed as required by the California Environmental Quality Act (CEQA) and the South Pasadena Environmental Review Guidelines.

(Ord. No. 2108 § 1.)

36.410.040 Design Review.

A. Purpose. This Section establishes procedures for the City's review of the design aspects of proposed development (for example, building design, landscaping, site planning and development, and signs). These procedures are not intended to restrict imagination, innovation, or variety in design, but rather to focus on design issues and solutions that will have the greatest effect on community character and aesthetics, to encourage imaginative solutions and high-quality urban design. The purposes of this Section are to:

1. Recognize the interdependence of land values and aesthetics and encourage the varied, yet orderly and harmonious appearance of:
 - a. Most publicly perceived structures and property within South Pasadena; and
 - b. Associated facilities (e.g., landscaping, open space areas, parking, and signs);
2. Ensure that new uses and structures enhance their sites and are compatible with the highest standards of improvement in the surrounding neighborhoods;
3. Better protect the increasing values, standards, and importance of land and development in the community;
4. Retain and strengthen the visual quality of the community;
5. Assist project developers in understanding the public's concerns for the aesthetics of development;
6. Ensure that development complies with all applicable City standards and design guidelines, and does not result in an adverse affect on the City's aesthetics, architectural, health, and safety related qualities of adjoining properties or upon the City in general; and
7. Foster attainment of the actions, goals, objectives, policies, and programs of the General Plan and any applicable specific plan by preserving the particular character and unique assets of South Pasadena.

B. Applicability.

1. **Required review.** The exterior impacts of all projects within the following categories are subject to Design Review.
 - a. Residential development. Any single-family and multi-family residential project that requires a Building Permit for any exterior construction or modification ~~(except re-roofing where no structural modifications are required).~~
 - b. Commercial and industrial development. Any project involving the construction of, or exterior change to, any structure, landscaping, or permanent signs on a parcel or lot zoned commercial and/or industrial.
2. **Exemption from review.** All projects within the following categories shall be exempt from the provisions of this Section.
 - a. All construction, work, or labor on structures or for replacement or repair, which uses the same materials and colors and which does not alter the design of the structure, including re-roofing of like-for-like material and where no structural modifications are required;
 - b. Emergency shelters;
 - c. Single room occupancy;
 - d. Second dwelling units.

C. Application filing and processing.

1. ~~Submittal requirements. Application for consideration of Design Review shall be made to the Planning Director on the application form provided by Planning Division, -shall be accompanied by the required filing fee, and shall include such information and documents required in the Design Review Submittal Checklist form provided by the Planning Director. Design Review Submittal Checklist form provided by the Planning Division, shall be accompanied by the required filing fee, and shall include such information and documents as may be required by the Planning Director. The following materials shall be required for Design Review. Separately listed requirements may be combined if not detrimental to the clear understanding of the Design Review action.~~
2. ~~A site or plot plan reflecting the proposed project, including existing and proposed topography, property lines, and all recorded and proposed easements and public rights of way, at an appropriate scale.~~
3. ~~Structure floor plans and elevations, at a scale of at least one eighth inch equals one inch, specifying all exterior materials with critical vertical dimensions clearly indicated.~~
4. ~~A landscaping plan which shall accurately and clearly display the following:~~
5. ~~Existing trees on the project site that are subject to this City's adopted Tree Ordinance;~~
6. ~~Species of all trees, and their appropriate trunk diameter, height, and condition;~~
7. ~~Final disposition of all existing trees;~~
8. ~~The extent of proposed vegetation;~~
9. ~~Species and planting sizes of all proposed landscaping along with the provisions for irrigation and ongoing maintenance;~~
10. ~~Irrigation plan; and~~
11. ~~Indication of all hardscape along with the exterior of all structures and amenities, including colors and materials keyed to a materials and colors board as appropriate.~~
12. ~~Photographs of the site and its surroundings, including the use of the site and adjacent properties for a distance of 300 feet from each end of the principal street frontage, as well as properties opposite the subject and adjacent properties. The photos shall be mounted color prints, supplied from continuous views along the principal streets, along with a key map provided indicating the relationship of all views to the parcels, streets, and related features.~~
13. ~~Materials, colors, and finishes clearly indicated on elevation drawings and keyed to a materials and colors board including light reflectance values (LRVs), a clear indication of the appearance, location, and light effects of all exterior lighting fixtures, and a two point perspective rendering showing proposed structures with profile drawings of the adjoining structures from an eye level elevation.~~
14. ~~Although not a mandatory requirement, it is strongly recommended for a complete understanding of the proposal, that a three dimensional scale model of the projects site, on site erection of a full scale mockup (either balloons denoting the structure's corners or a story pole frame), perspective view, or other similar types of graphic information also be provided.~~
15. ~~A statement indicating the manner and extent in which the proposed project is consistent with the adopted design guidelines.~~

~~16.1. Additional materials may be required as part of the DRB submittal, as determined to be necessary by the Director or DRB.~~

~~17.2. Retention of materials. All application materials shall be retained by the City to ensure full compliance with all formal Design Review DRB actions/decisions.~~

D. Review Authority.

1. **Planning Commission review.** The Planning Commission will be responsible for the Design Review of the following developments:

- a. As identified in Subsection B (Applicability) of this Section, which require a Hillside Development Permit, a Conditional Use Permit, a Variance, a Planned Development Permit;
- b. Multi-family developments containing seven or more units;
- c. Multi-family developments containing six or fewer units not exempt from CEQA; or
- d. Any other application in which the Planning Commission is the Review Authority.

2. **Cultural Heritage Commission (CHC) review.** The CHC will be responsible for the Design Review of the following:

- a. ~~All~~ of the developments identified in Subsection B (Applicability) of this Section, which require a Certificate of Appropriateness as required by Chapter 2.58A Article IVH (Cultural Heritage Commission) of the Municipal Code;
- b. ~~All In addition, the CHC will be responsible for Design Review of pp~~ properties within a designated historic district;
- c. Where a proposed project is subject to a Certificate of Appropriateness from the CHC and also requires an application in which the Planning Commission is the Review Authority, the CHC shall review take action first on the Certificate of Appropriateness and provide recommendations to the and may provide the Planning Commission for the Certificate of Appropriateness and may also provide with recommendations on the subject zoning approval portion of the application in which the Planning Commission is the Review Authority.

~~2.—DRB review. The DRB will be responsible for the Design Review of all of the developments identified in Subsection B (Applicability) of this Section, which are not subject to Design Review by the Planning Commission, or the CHC, DRB Chair, or Planning Director as specified in SPMC Section 36.410.040 (D)(1) and (D)(2). The Chair of the DRB may be responsible for the Design Review in compliance with SPMC Section 36.600.050(I) (Delegation of Responsibility).~~

~~3.~~

4. **DRB Review Authority Chair review.** DRB Review Authority Chair review shall be responsible for Minor Design Review for projects that do not change the architectural design style of existing structures as follows:

~~2.—eligible for only the following minor projects. A proposed project shall not be:~~

- b. ~~Above the first story of the subject structure;~~
- e. ~~Readily visible from the street or prominently visible to any adjoining properties;~~

- a. Exterior modifications to all elevations of existing structures that would not change the architectural design style of the structures. This includes elevations that are visible to the street and/or above the first floor. Exterior modifications include new and different siding materials, new windows, new roofing materials, and replacement of existing front porch posts, balcony railing, and other similar changes as determined by the Planning Director and/or DRB Chair to not change the architectural design style of the existing structures.
- ~~d.~~ b. Additions of no more than 500 square feet in area, or more than 25 percent of the existing structure, whichever is less for an outdoor structure or a habitable space that is not visible to street. The additions are allowed on the second floor as long as they are not visible to the street;
- e. ~~Subject to a Hillside Development Permit in accordance with Division 36.340 (Hillside Protection);~~
- c. Subject to a Certificate of Appropriateness from the Cultural Heritage Commission in accordance with Sections 2.58 through 2.68 of the South Pasadena Municipal Code.
- d. Not subject to a Planning Commission review in accordance with this Division and Division 36.340 (Hillside Protection).

5. **Planning Director.** Planning Director shall be responsible for Minor Design Review for projects that involve minor modifications or additions to only the first floor of an existing structure, not visible to the street, and does not change the architectural design style of the structures. These minor projects are as follows:

- a. Exterior modifications to existing structures that are not visible from the street or prominently visible to any adjoining properties, and not above the first floor of the structure. Exterior modifications include new siding materials, windows, and new roofing materials.
- b. Additions of no more than 500 square feet in area, or no more than 25 percent of the existing structure, whichever is less for an outdoor structure or a habitable space that is not visible to the street or not above the first floor, except for development subject to a Minor Hillside Development Permit;
- c. Modifications to existing graded and/or improved outdoor areas on a property subject to Division 36.340 (Hillside Protection), such as installation of an in-ground swimming pool, spa, patio covers, accessory structures less than 500 square feet, and similar feature not visible to the street.
- d. Not subject to a Certificate of Appropriateness from the Cultural Heritage Commission in accordance with Sections 2.58 through 2.68 of the South Pasadena Municipal Code.
- ~~a-e.~~ Not on a hillside area with a slope of 30% or greater in accordance with Division 36.340 (Hillside Protection) of the South Pasadena Municipal Code.

E. Preliminary Review. Applicants are encouraged to consult with the City’s planning staff as early as possible in the formulation of a schematic design. At the City’s discretion, a preliminary review may be required to determine the level of information to be required from the applicant for Design Review. No final or binding decisions shall result at the preliminary review stage.

F. Scheduling of Design Review.

- 1. **Design Review.** Once an application is deemed complete, the Director shall schedule an application for Design Review at the earliest available date following the required public notice period, concurrently with any Zoning Approval applications that may be required.
- ~~1-2.~~ **Minor Design Review.** Minor Design Review by the DRB Chair or Planning Director shall be considered approved administratively without conducting a public hearing or providing public notice prior to taking action.

F.G. Public notice. Not less than 10 days before the hearing, the City shall give notice to the applicant, to owners of the property, and to site occupants if the owner does not occupy the property, in compliance with Division 36.630 (Public Hearings), for all Design Review, with the exception of Minor Design Review, and as follows:

1. 300-foot radius notice. The following projects shall require a 300-foot-radius public notification:
 - a. Any project in which Design Review will occur as part of a Zoning Approval for which the Planning Commission or Design Review Board is the designated Review Authority;
 - b. Any project in which Design Review will occur as part of a Zoning Approval for which the Cultural Heritage Commission is the designated Review Authority;
 - c. Any demolition of an existing structure that does not qualify for Minor Design Review;
 - d. The construction of a new house or non-residential ~~or other~~ structures;
 - e. A change from the existing architectural design (e.g., replacement of all existing windows with a different window style, removal and replacement of all existing exterior with different materials, a roof reconfiguration, or similar construction which alters the existing style);
 - f. An additional story to an existing structure;
 - g. Additions that are not subject to Minor Design Review. A 50 percent increase to the existing structure or 500 square feet, whichever is less.
- ~~2. 100 foot notice. A project that does not meet the criteria in Subsection (G)(1) shall require a 100 foot radius public notification.~~

~~3.2.~~ Designated historic districts. In addition to the public noticing requirements of Subsection (G)(1), when a project is located within a designated historic district the City shall give notice to all properties within the historic district.

G.H. Design Review action. The following actions may be taken relating to any application in compliance with this Section.

1. Approval or disapproval. The Review Authority may approve or disapprove an application. Application approval may be subject to conditions as may be deemed reasonable and necessary to ensure that the findings required by Subsection (I) (Required findings), and all City development standards are met.
2. Continuance. The Review Authority may continue consideration of an application for a period of time not to exceed 90 days. The Director may extend this period to a total of 120 days, if the applicant has made material progress and can show good cause for the extension. Should the DRB not take an affirmative action, the matter shall automatically be referred to the Planning Commission.

H.I. Required findings. In order to approve a Design Review application, the Review Authority shall first find that the design and layout of the proposed development:

1. Is consistent with the General Plan, any adopted design guidelines and any applicable design criteria for specialized areas (e.g., designated historic or other special districts, plan developments, or specific plans);
2. Will adequately accommodate the functions and activities proposed for the site, will not unreasonably interfere with the use and enjoyment of neighboring, existing, or future developments, and will not create adverse pedestrian or traffic hazards;

3. Is compatible with the existing character of the surrounding neighborhood and that all reasonable design efforts have been made to maintain the attractive, harmonious, and orderly development contemplated by this Section, and the General Plan; and
4. Would provide a desirable environment for its occupants and neighbors, and is aesthetically of good composition, materials, and texture that would remain aesthetically appealing with a reasonable level of maintenance and upkeep.

I.J. Appeal of a Review Authority action. A decision of the Review Authority may be appealed within 15 days of the decision, in compliance with Division 36.610 (Appeals).

I.K. Effect of Review Authority action.

1. No final inspection or Occupancy Permit shall be granted unless the completed work fully complies with the plans approved and the conditions required by the Review Authority.
2. The materials and design shall be in compliance with the approved plans and shall be so maintained, unless otherwise approved by the Review Authority.

K.L. Amendments. The Review Authority may amend the terms and/or conditions originally approved by the Review Authority upon the written request of the applicant, or the Review Authority, after a duly noticed meeting has been conducted in compliance with this Section.

L.M. Expiration. ~~Expiration~~ The time limits and extensions set for in ~~per Section 36.420.040 (Time Limits and Extensions)~~ shall apply to this Section of this Code.

~~0. The Review Authority may extend the time limit in compliance with Section 36.420.040 (Time Limits and Extensions).~~

~~0. Alternatively, the Director may grant no more than one administrative extension for a period not to exceed 12 months if the project has not changed and if there have been no material changes to the surrounding neighborhood in compliance with Section 36.420.040 (Time Limits and Extensions).~~

O.N. Enforcement. Failure to comply with an approval granted by the Review Authority is a violation of this Zoning Code in compliance with Division 36.640 (Enforcement). An approval may be revoked or modified in compliance with Section 36.640.070 (Zoning Approval Revocation or Modification).

(Ord. No. 2108 § 1; Ord. No. 2183 § 19, 2009; Ord. No. 2185 § 2, 2009; Ord. No. 2246 § 6, 2013; Ord. No. 2251 § 9, 2013; Ord. No. 2253 § 5, 2013.)

36.410.060 Conditional Use Permits and Administrative Use Permits.

- A. Purpose.** Conditional Use Permits and Administrative Use Permits are intended to allow for activities whose effect on a site and its surroundings can only be determined after the review of the configuration, design, location, and potential impacts of the proposed use and the suitability of the use to the site.
- B. Applicability.** A Conditional Use Permit or Administrative Use Permit is required to authorize proposed land uses and activities identified by Article 2 (Zoning Districts, Allowable Land Uses, and Zone-Specific Standards) as being allowable in the applicable zoning district subject to the approval of a Conditional Use Permit or Administrative Use Permit.
- C. Application filing and processing.** An application for a Conditional Use Permit or Administrative Use Permit shall be filed and processed in compliance with Division 36.400 (Application Filing and Processing).

D. Review authority.

- 1. Planning Commission.** The Commission may grant a Conditional Use Permit for any use listed in Article 2 (Zoning Districts, Allowable Land Uses, and Zone-Specific Standards) as requiring a Conditional Use Permit.
- 2. Planning Director.** The Director may grant an Administrative Use Permit for any use listed in Article 2 as requiring an Administrative Use Permit, or may choose to instead refer the matter to the Commission for review, hearing, and decision.

D-E. Project review, notice, and hearing.

- 1. Project review.** Each application shall be analyzed by the Director to ensure that the application is consistent with the purpose and intent of this Section. The Director shall submit a staff report and recommendation on Conditional Use Permit applications to the Commission for their consideration.
- 2. Concurrent review.** ~~An Administrative Use Permit for a project that requires Commission review and discretionary approval requiring a public hearing shall be considered by the Commission concurrently with the discretionary zoning approval.~~
- 2.3. Notice and hearing.** ~~A decision to approve or deny an application for a Conditional Use Permit or Administrative Use Permit shall follow a public hearing conducted in compliance with Division 36.630 (Public Hearings), and as follows. Notice of the public hearing shall be provided in compliance with Division 36.630.~~
- a. Conditional Use Permits.** The Commission shall conduct a public hearing in compliance with Division 36.630 (Public Hearings) on an application for a Conditional Use Permit. ~~Notice of the public hearing shall be provided in compliance with Division 36.630~~
- b. Administrative Use Permits.** ~~A public hearing shall not be required for the approval of an Administrative Use Permit if the Planning Director follows the procedure in this subsection and receives no request for a public hearing. If a public hearing is requested, the Planning Director shall provide conduct a public hearing and provide notice of the public hearing in compliance with Division 36.630 (Public Hearings).~~
- (1) Posted Notice Required.** ~~The Director shall conduct a public hearing on an application for an Administrative Use Permit.~~ Public notice of a requested Administrative Use Permit shall be provided by posting at the project site of the requested Administrative Use Permit, with a minimum 11- by 17-inch legal notice, containing the information required by the Director. The notice shall be continuously posted for 10 days before the Director's action. The applicant shall be responsible for posting the notice, ensuring the notice will be on the project site for all ~~seventen~~ days, and shall

provide a photograph of the posting with a signed affidavit confirming posting of the notice to the Director.

(2) Notice distribution. A notice shall be mailed or delivered, at least 10 days before the Director's scheduled action date through the United States mail with postage prepaid, to:

- i. The owners of the property being considered or the owner's agent, and the applicants;
- ii. Each local agency expected to provide schools, water, or other essential facilities or services to the project, whose ability to provide the facilities and services may be significantly affected;
- iii. All owners of real property as shown on the County's latest equalized assessment roll and all legal occupants located within a 300-foot radius of the subject parcel. The 300-foot radius shall be measured from the exterior boundaries of the subject parcel to the exterior boundaries of the neighboring parcels within the 300-foot radius, without reference to structures existing on either parcels.
- iv. Any person who has filed a written request for notice with the Director.

(3) Notice to Property Owners & Occupants. A notice shall be provided to all property owners and occupants with a 300-foot radius of the project site containing the following:

- i. **Application information.** The name of the applicant; the City's file number assigned to the application; a general explanation of the matter to be considered; a general description, in text and/or by diagram, of the location of the property that is the subject of the notice;
- ii. **Action.** A brief description of the action to be taken by the ~~Planning~~ Director, the date of the scheduled action, and information for method of requesting a public hearing prior to the scheduled action date. The notice shall state that the ~~Planning~~ Director will take action on the requested Administrative Use Permit if no public hearing request is received within 10 calendar days from the postage date on the notice. The notice shall include the phone number and street address of the Department where an interested person could call or visit to obtain additional information;
- iii. **Environmental Review.** A statement explaining compliance with California Environmental Quality Act.

E.F. Findings and decision. ~~The Following a public hearing, the~~ Commission or Director, as applicable, may approve, conditionally approve, or disapprove an application for a Conditional Use Permit or Administrative Use Permit, and shall record the decision and the findings upon which the decision is based. The review authority may approve the permit only after first making all of the following findings, and any additional findings required for the approval of specific land uses by Division 36.350 (Standards for Specific Land Uses).

1. The proposed use is allowed with Conditional Use Permit or Administrative Use Permit approval within the applicable zoning district and complies with all applicable provisions of this Zoning Code;
2. The proposed use is consistent with the General Plan and any applicable specific plan;
3. The establishment, maintenance, or operation of the use would not, under the circumstances of the particular case, be detrimental to the health, safety, or general welfare of persons residing or working in the neighborhood of the proposed use;

4. The use, as described and conditionally approved, would not be detrimental or injurious to property and improvements in the neighborhood or to the general welfare of the City;
5. The subject site is adequate in terms of size, shape, topography, and circumstances and has sufficient access to streets and highways which are adequate in width and pavement type to carry the quantity and quality of traffic expected to be generated by the proposed use; and
6. The design, location, operating characteristics, and size of the proposed use would be compatible with the existing and future land uses in the vicinity, in terms of aesthetics, character, scale, impacts on neighboring properties.

F.G. Conditions of approval. In approving a Conditional Use Permit or Administrative Use Permit, the review authority may impose conditions deemed reasonable and necessary to ensure that the approval would be in compliance with the findings required by Subsection F. (Findings and decision), above, and to preserve the public health, safety, and general welfare.

(Ord. No. 2108 § 1.)

36.410.065 Hillside Development Permits.

A. Purpose. Hillside Development Permits provide a review process for the City to consider the appropriateness of proposed development on hillside parcels, to ensure that proposed projects minimize their visual and environmental impacts.

B. Applicability.

1. ~~A Hillside Development Permit is required to authorize any proposed construction of new primary dwelling unit new development that is subject to the requirements of Division 36.340 (Hillside Protection).~~

~~A Minor Hillside Development Permit is required to authorize any other proposed development that is subject to the requirements of Division 36.340 (Hillside Protection).~~

~~1.~~

2.

C. Application filing and processing.

1. ~~A Preliminary Review application under Section 36.410.040.E (Preliminary Review) is an application for and an application under Division 36.400 (Application Filing and Processing) shall be filed for a Hillside Development Permit or Minor Hillside Development Permit. shall be filed and processed in compliance with Division 36.400 (Application Filing and Processing). An applicant whose property has a slope greater than 30 percent must submit a Preliminary Hillside Application in addition to an application for a Hillside Development Permit or Minor Hillside Development Permit.~~

D. Review authority.

1. ~~Hillside Development Permit may be The Commission may approve or disapprove by the Planning Commission. or approve a Hillside Development Permit subject to conditions of approval, in compliance with this Section.~~

2. ~~Minor Hillside Development Permit may be approved or disapproved by the Design Review Board (DRB), DRB Chair, or Planning Director in accordance with Section 36.410.040.~~

1. ~~The Director of Planning and Community Development may approve, disapprove, or approve a Minor Hillside Development Permit subject to conditions of approval, in compliance with this Section.~~

E. Project review, notice, and hearing.

1. Each application shall be analyzed by the Director to ensure that the application is consistent with the purpose and intent of this Section. The Director shall submit a staff report and recommendation to the Commission for their consideration of a Hillside Development Permit.

2. The Commission shall conduct a public hearing on an application for a Hillside Development Permit prior to the approval or disapproval of the permit.

3. Notice of the public hearing shall be provided, and the hearing shall be conducted in compliance with Division 36.630 (Public Hearings).

F. Findings and decision. ~~Following a public hearing, the Commission may approve, conditionally approve, or disapprove the application, and shall record the decision and the findings upon which the decision is based.~~ The review authority may approve the permit only after first finding that:

1. The proposed use complies with the requirements of Division 36.340 (Hillside Protection) and all other applicable provisions of this Zoning Code.
2. The proposed use is consistent with the General Plan and any applicable specific plan;
3. The establishment, maintenance, or operation of the use would not, under the circumstances of the particular case, be detrimental to the health, safety, or general welfare of persons residing or working in the neighborhood of the proposed use;
4. The use, as described and conditionally approved, would not be detrimental or injurious to property and improvements in the neighborhood or to the general welfare of the City; and
5. The design, location, operating characteristics, and size of the proposed use would be compatible with the existing and future land uses in the vicinity, in terms of aesthetics, character, scale, and view protection.

G. Conditions of approval. In approving a Hillside Development Permit or Minor Hillside Development Permit, the review authority may impose conditions deemed reasonable and necessary to ensure that the approval would be in compliance with the findings required by Subsection F., and to preserve the public health, safety, and general welfare.

36.420.040 Time Limits and Extensions.

A. Time limits.

1. Unless conditions of approval or other provisions of this Zoning Code establish a different time limit, any Zoning Approval granted in compliance with Division 36.410 (Zoning Approval or Disapproval) that is not exercised within 12 months of its approval shall expire and become void, except where an extension of time is approved in compliance with Subsection B of this Section.
2. The Zoning Approval shall not be deemed “exercised” until the permittee has submitted construction plans to the Building Official for plan review and paid the requisite fees for plan check. The Zoning Approval for a project that requires construction shall remain valid provided that the plan review process remains active in the Building Division. The plan review process shall be considered active for no more than 18 months from the date construction plans are submitted to the Building Official and the requisite plan check fees are paid until a Building Permit is issued. The Zoning Approval shall expire at the end of the aforementioned 18 months, if a building permit has not been issued or an extension granted pursuant to the procedures set forth herein. If no construction is required, the Zoning Approval shall be deemed “exercised” when the permittee has actually commenced the allowed use on the subject site in compliance with the conditions of approval.
3. Zoning Approval shall remain valid after it has been exercised as long as a Building Permit is active for the project, or a final building inspection or Certificate of Occupancy has been granted. A Building Permit issued by the Building Official remains active provided it has not expired pursuant to the Building Code.
4. If a project is to be developed in approved phases, each subsequent phase shall be exercised within 12 months from the date that the previous phase was exercised, unless otherwise specified in the Zoning Approval, or the Zoning Approval shall expire and be deemed void. If the project also involves the approval of a Tentative Map, the phasing shall be consistent with the Tentative Map and the Zoning Approval shall be exercised before the expiration of the Tentative Map, or the Zoning Approval shall expire and be deemed void.

B. Extensions of time. Upon request by the applicant, the review authority may extend the time for a Zoning Approval to be exercised as follows.

1. **Application Filing.** ~~1.—~~The applicant shall file a written request for an extension of time with the Department at least 10 days before the expiration of the Zoning Approval, together with the filing fee required by the Council’s Fee Resolution.
2. **Burden of Proof.** ~~2.—~~The burden of proof is on the permittee to establish with substantial evidence that the Zoning Approval should be extended.
3. **Administrative Approval:** ~~The If the Planning Director review authority may grant no more than one administrative time extension for a period not to exceed 12 months from the expiration date of the Zoning Approval provided that the Planning Director finds that:~~
 - a. ~~The project has not changed and there have been no material changes to the surrounding neighborhood;~~
 - b. ~~The permittee has proceeded in good faith and has exercised due diligence in complying with the conditions in a timely manner;~~
 - a. ~~determines that the permittee has proceeded in good faith and has exercised due diligence in complying with the conditions in a timely manner, the review authority may grant a time extension for up to an additional 12 months from the effective date of approval to extend the Zoning Approval, provided that the review authority first finds that:~~

~~b.c.~~ a.—The proposed extension is consistent with the General Plan, and any applicable specific plan and the overall project remains consistent with those plans as they exist at the time the extension request is being considered; and

~~e.d.~~ b.—There are adequate provisions for public services and utilities, e.g., access, drainage, fire protection, sewers, water, etc., to ensure that the proposed change would not endanger, jeopardize, or otherwise constitute a hazard to the public health, safety, or general welfare, or be injurious to the property or improvements in the vicinity and applicable zoning district.

~~4.~~ e.—Exercise of the Zoning Approval will be delayed by causes outside the applicant's control, e.g., project complexities, legal challenges, an economic downturn, requirements imposed by other governmental agencies.

~~e.~~

~~2.4.~~ **Review Authority.** ~~3.~~—The ~~R~~review ~~A~~authority which originally approved the Zoning Approval may extend the time for a Zoning Approval beyond 12 months (up to 36 months) from the effective date of original approval, provided that the applicant meets the requirements for time limits and extensions as required in this Subsection and the ~~R~~review ~~A~~authority makes the ~~following~~ findings in Subsection Bb.3. :

~~d.~~ ~~a.~~—~~The findings set forth in subsection (B)(2) of this section; and~~

~~b.~~ ~~b.~~—~~Exercise of the Zoning Approval will be delayed by causes outside the applicant's control, e.g., project complexities, legal challenges, an economic downturn, requirements imposed by other governmental agencies.~~

~~e.a.~~ **C.—Hearing on extension.** The ~~applicable R~~review ~~A~~authority which originally approved the Zoning Approval shall hold a hearing on any proposed extension ~~of a Zoning Approval~~, in compliance with Division 36.630 (Public Hearings).

(Ord. No. 2108 § 1; Ord. No. 2227 § 3, 2012.)

36.600.050 Design Review Board (DRB).

A. Establishment. The Design Review Board, referred to in this Zoning Code as the DRB, is hereby established.

B. Appointment. The DRB members shall be appointed by the Mayor, with the approval of the Council.

C. Membership.

1. The DRB shall consist of five members, each being a resident elector of the City. To the greatest extent feasible, they shall represent the following professions/occupations:
 - a. At least two members shall be State licensed architects, or retired from that status;
 - b. At least one member shall be State licensed as a contractor or landscape architect, or retired and/or inactive from that status;
 - c. At least one lay member who has demonstrated special interest, competence, experience, or knowledge in urban design.

D. Terms of office.

1. All members shall be appointed to a term of office of three years or until their respective successors are appointed and qualify.
2. A person that was appointed to serve a partial term may be appointed to serve not more than two consecutive full terms thereafter.
3. Each member shall not serve more than two consecutive full terms. A DRB member may be re-appointed after at least a twelve-month absence from the DRB.
4. Any vacancy on the DRB shall be filled by the Mayor, with the approval of the Council.

E. Organization. The DRB shall elect its chairperson from among its appointed members for a term of one year and, subject to other provisions of law, may create and fill the other offices as it may deem necessary, subject to the approval of the Council.

F. Compensation. The DRB members shall serve without compensation, but shall be reimbursed for reasonable expenses incurred in the performance of their duties.

G. Quorum. Three members of the DRB shall constitute a quorum. No action of the DRB shall be valid without the affirmative vote of at least three members.

H. Authority.

~~1. Advisory responsibility. The DRB is advisory to the Commission with regard to projects requiring Commission approval and has the responsibility to review all plans in compliance with the adopted guidelines.~~

~~2.1. Decision making responsibility. The DRB shall be the final review authority for projects only requiring Design Review that are not subject to Design Review by the Planning Commission or Cultural Heritage Commission, unless its determination is appealed to the Commission.~~

I. Limits of responsibility. The DRB may not:

1. Determine the location or appropriateness of a land use, if the use is in compliance with this Zoning Code;

2. Restrict development beyond the development standards identified in this Zoning Code, except as specifically provided herein; or
3. Authorize a sign prohibited by Section 36.320.040 (Prohibited Signs).

J. Delegation of responsibility. In order to allow the DRB flexibility in performing its duties in as efficient a manner as possible, the DRB may adopt criteria under which the Chairperson, acting alone, or a subcommittee of the full DRB, may implement and administer the policies of the DRB on a case-by-case basis for specified review, of an aspect of a project, an entire specific project, or a category of projects or aspects thereof. The criteria shall be the same for both DRBs and be subject to the approval of the Council.

K. Term of Chairperson. The person selected as Chairperson shall serve no more than two consecutive one-year terms as Chairperson. A Chairperson may be re-elected as Chairperson after at least a 12-month vacancy from that position.

L. DRB secretary. The [Planning](#) Director shall act as secretary to the DRB, shall record all actions, and shall provide written communications to the applicants.

(Ord. No. 2108 § 1; Ord. No. 2176, § 2, 2008.)

36.610.050 Appeal Filing, Processing, and Decisions.

A. Timing and form of appeal.

1. An appeal application shall be submitted in writing, ~~within prior to the~~ 15th calendar days after the date of the decision of the Director, DRB, or Commission, as applicable, that is being appealed.
2. An appeal application addressed to the Commission shall be filed with the Department, while an appeal addressed to the Council shall be filed with the City Clerk.
3. An appeal application shall:
 - a. Specifically identify the grounds upon which the appeal will be taken and summarize the facts and points of law in support of the appeal. Additional facts or points of law may be presented at the hearing;
 - b. Be accompanied by the information identified in the Department handout for appeal applications; and
 - c. Be accompanied by the filing fee established by the Council's Fee Resolution.

B. Delay of proceedings. The filing of an appeal shall delay (or suspend) the effective date of the Director, DRB, or Commission action until the date the decision on appeal becomes final or the appeal is withdrawn.

C. Withdrawal. An appeal may be withdrawn by the appellant before the scheduled public hearing.

D. Joining an appeal.

1. Only those persons who file an appeal within the specified appeal period shall be considered appellants of the matter under appeal.
2. Any person who wishes to join an appeal shall follow the same procedures for an appellant.
3. A person shall not be allowed to join an appeal after the end of the specified appeal period.

E. Action on appeals. Notice and hearing of an appeal shall be given in the same manner as any hearing required for the action being appealed. If no notice was required, then the appeal body shall give notice as it deems fair and appropriate.

1. Scope of review and decision. When reviewing an appeal the review authority may:
 - a. Consider any issues associated with the decision being appealed, in addition to the specific grounds for the appeal. The review authority shall also consider any environmental determination applicable to the zoning approval or decision being appealed;
 - b. By resolution, uphold, uphold in part, or reverse the action, the determination, or decision that is the subject of the appeal; or
 - c. Adopt additional conditions of approval deemed reasonable and necessary.
2. New evidence. If new or different evidence, related only to the subject of the appeal, is presented during the appeal hearing, the Commission or Council, may refer the matter back to the Director, DRB, or Commission, as applicable, for a report on the new or different evidence before a final decision on the appeal.
3. Findings. The appeal body shall be governed by the same criteria which governed the action being appealed.

4. Time limits. Unless otherwise specified by law, including this Zoning Code, the appeal body shall render its decision on the appeal within 30 days after the closing of the hearing for the appeal.

F. Mailing of resolution. Within five days after a decision on an appeal is rendered, notice of the decision shall be mailed to the person who filed the appeal and to any person who received notice of the action that was appealed.

(Ord. No. 2108 § 1.)

Division 36.630. Public Hearings

Sections:

- 36.630.010 Purpose of Division.
- 36.630.020 Notice of Hearing.
- 36.630.030 Scheduling of Hearing.
- 36.630.040 Review Authority Decision and Notice.
- 36.630.050 Recommendation by Commission.
- 36.630.060 Effective Date of Decision.
- 36.630.070 Hearing Procedures.

36.630.010 Purpose of Division.

This Division establishes procedures for public hearings before the Director, DRB, Commission, and Council. When a public hearing is required by this Zoning Code, public notice shall be given and the hearing shall be conducted as provided by this Division.

(Ord. No. 2108 § 1.)

36.630.020 Notice of Hearing.

When a zoning approval or other matter requires a public hearing, the public shall be provided notice of the hearing in compliance with State law (Government Code Sections 65090, 65091, 65094, and 66451.3, and Public Resources Code 21000 et seq.), and as required by this Division.

A. **Contents of notice.** Notice of a public hearing shall include:

1. **Hearing information.** The date, time, and place of the hearing and the name of the hearing body; a brief description of the City's general procedure concerning the conduct of hearings and decisions; and the phone number and street address of the Department, where an interested person could call or visit to obtain additional information;
2. **Application information.** The name of the applicant; the City's file number assigned to the application; a general explanation of the matter to be considered; a general description, in text and/or by diagram, of the location of the property that is the subject of the hearing;
3. **Statement on environmental document.** If a draft Negative Declaration or Environmental Impact Report has been prepared for the project in compliance with the South Pasadena Environmental Review Guidelines, the hearing notice shall include a statement that the hearing body will also consider approval of the draft Negative Declaration or certification of the final Environmental Impact Report; and
4. **Effect of City action.** The following statements, which are intended to alert the recipient to the possible effects that could result from the City approving the subject amendment:
 - a. **General Plan or specific plan.** A General Plan or specific plan amendment could result in a change in the manner (e.g., a change from residential to commercial, commercial to business park, or commercial or business park to residential) in which the subject parcels may be used or in the allowed intensity or density of the project.
 - b. **Zoning Code.** A Zoning Code amendment could modify any allowable land use, standard, requirement, or procedure applicable to construction of a project within the City.
 - c. **Zoning Map.** A Zoning Map amendment could have the effect of rezoning property from one zoning district to another (e.g., a change from residential to commercial, commercial to business park, or commercial or business park to residential) or in the allowed intensity or density of the project.

B. **Method of notice distribution.** Notice of a public hearing required by this Division for an amendment, appeal, or entitlement shall be given as follows, as required by State law:

1. Mailing.

a. Notice shall be mailed, or delivered, at least 10 days before the hearing, through the United States mail with postage prepaid, to:

- (1) The owners of the property being considered or the owner's agent, and the applicants;
- (2) Each local agency expected to provide schools, water, or other essential facilities or services to the project, whose ability to provide the facilities and services may be significantly affected;
- (3) All owners of real property as shown on the County's latest equalized assessment roll and all legal occupants located within a 300-foot radius of the subject parcel; and
- (4) Any person who has filed a written request for notice with the Director.

b. The 300-foot radius shall be measured from the exterior boundaries of the subject parcel to the exterior boundaries of the neighboring parcels within the 300-foot radius, without reference to structures existing on either parcels.

2. Additional required notice. In addition to the mailing or delivery identified in Subsection B.1, the notice shall also either be:

a. All public hearings ~~except DRB~~. Published at least once in a local newspaper of general circulation within the City at least 10 days before the hearing, ~~for all except DRB matters; or~~

~~b. DRB hearings only. Posted, at least 10 days before the hearing, in at least three public places in the City, in compliance with the Department's handout on public hearing requirements for DRB matters.~~

C. Alternative to mailing. If the number of property owners to whom notice would be mailed in compliance with Subsection B.1 above is more than 1,000, the Director may choose to provide the alternative notice allowed by State law (Government Code Section 65091(a)(3)).

D. Additional optional notice. In addition to the types of notice required by Subsection B. and C., above, the Director may provide additional notice with content or using a distribution method as the Director determines is necessary or desirable (e.g., use of a greater radius for notice, on the Internet, etc.).

(Ord. No. 2108 § 1.)

36.630.030 Scheduling of Hearing.

After the completion of the public comment period for an environmental document required by the California Environmental Quality Act (CEQA) and the South Pasadena Environmental Review Guidelines, the matter shall be scheduled for public hearing on a Director, DRB, CHC, Commission, or Council agenda (as applicable) at the earliest available date after the end of the public notification period in compliance with Section 36.630.020 (Notice of Hearing).

(Ord. No. 2108 § 1.)

36.630.040 Review Authority Decision and Notice.

A. Decision.

1. The review authority (Director, DRB, CHC, Commission, or Council, as applicable) may announce and record their decision on the matter being considered at the conclusion of a scheduled hearing, defer action and continue the matter to a later meeting agenda in compliance with Section 36.630.070 (Hearing Procedure), or, in the case of the Director, take the matter under advisement.
 2. The Director or Chair may instead refer the matter to the Planning Commission or Design Review Board for determination. A referral will require a new noticed hearing before the Planning Commission or Design Review Board.
 3. The action of the Planning Commission shall be by resolution, adopted by the affirmative vote of not less than three members.
- B. Notice of decision. The notice of decision identified in Subsection A., above, shall contain any conditions of approval, and reporting/monitoring requirements deemed necessary to mitigate any impacts and protect the public convenience, health, interest, safety, or general welfare of the City.
- C. Mailing of the notice.
1. Within five business days following the date that the final decision or recommendation is rendered by the review authority, notice of the decision shall be mailed to the applicant at the address shown on the application.
 2. A copy of the notice of decision shall also be sent to the property owner, if different from the applicant, to all other persons who have filed a written request for notice, and to each member of the Council.
- D. Planning Commission and Cultural Heritage indecision. When, for any reason, the Commission is unable to reach a decision within 40 days after the close of the public hearing, the matter shall be deemed automatically appealed to the Council, without decision by the Commission. The City Clerk shall place the matter on the Council's agenda and a de novo public hearing shall be held by the Council.

(Ord. No. 2108 § 1.)

36.630.050 Recommendation by Planning Commission.

- A. Planning Commission action. At the conclusion of any public hearing on an amendment (e.g., General Plan, Zoning Map, or Zoning Code), a development agreement, or a specific plan the Commission shall forward a recommendation, including all required findings, to the Council for final action.
- B. Mailing of recommendation. Within five business days following the hearing, a copy of the Commission's recommendation shall be mailed to the applicant at the address shown on the application.

(Ord. No. 2108 § 1.)

36.630.060 Effective Date of Decision.

A decision of the Director, DRB, CHC, or Commission (other than a recommendation in compliance with Section 36.630.050) is final and effective at the end of the business day on the 15th day following the decision, unless an appeal is filed in compliance with Division 36.610 (Appeals).

(Ord. No. 2108 § 1.)

36.630.070 Hearing Procedures.

- A. Holding of hearings. Hearings shall be held at the date, time, and place described in the public notice required by this Division.

- B. Continuances. If a hearing cannot be completed on the scheduled date, the presiding Councilperson or Commissioner, before the adjournment or recess of the hearing, may continue the hearing by publicly announcing the date, time, and place to which the hearing will be continued. Additional notice for a continued hearing is not required.

(Ord. No. 2108 § 1.)

ATTACHMENT 3
DESIGN REVIEW SUBMITTAL
REQUIREMENTS CHECKLIST



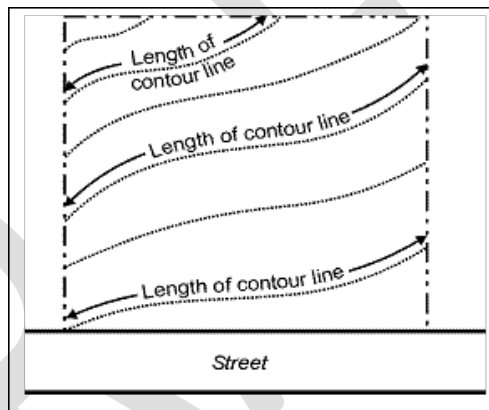
RESIDENTIAL CONSTRUCTION Submittal Requirements

All application designs should adhere to the City's Residential Design Guidelines. All applicable items on this checklist should be provided at the time of the application. Incomplete applications will not be forwarded to the Design Review Board or Planning Commission until all submittal requirements are satisfactorily met according to the City Planning Division.

- **Application Form.** Must be signed by the property owner and the applicant (if the applicant is not the property owner).
- **Written Narrative.** Describe the proposed project in detail. Include the extent of the work, architectural style and exterior materials that will be used.
- **Architectural Plans.**
 - Provide two (2) full sets and two (2) half sized sets of architectural drawings.
 - Submitted plans shall include but not be limited to the following: Site Plan, Landscape Plan, Demolition Plan, Floor Plan, Roof Plan, Building Sections, Window & Door Schedule, and Architectural Details.
 - **Landscaping Plan.** A plan that accurately and clearly displays the following: existing trees on the project site that are subject to the City's adopted Tree Ordinance as set forth in SPMC Chapter 34; species of all trees and their appropriate trunk diameter, height, and condition; proposed final disposition of all existing trees; the extent and location of all proposed vegetation; species and planting sizes of all proposed landscaping along with the provisions for irrigation and ongoing Maintenance; an irrigation plan; and indication of all hardscape along with the exterior of all structures and amenities, including colors and materials keyed to a materials and colors board as appropriate.
 - **Site or Plot Plan.** A color site or plot plan drawn at an appropriate scale that reflects the proposed project including: areas of Alteration and, or Demolition, property lines, and all recorded or proposed easements and public rights of way. The site plan shall also indicate the footprint of buildings on adjacent properties.
 - **Floor Plan.** Existing and proposed building floor plans and building sections at a scale of a least one eight inch equals one foot.
 - **Elevations.** Existing and proposed exterior elevations (black and white, and color) specifying all exterior materials with critical dimensions and existing architectural features clearly indicated.
 - **Perspective Rendering.** A two-point perspective rendering showing proposed structures with profile drawings of the adjoining structures from an eye-level elevation.
 - **Sightline Analysis.** A sightline drawing from the front property line and across the street from the subject property. Sightlines are based on a 6' person looking up at the subject property.
 - All site plans must be drawn at a minimum scale of 1/8" and elevations at 1/4".
 - All existing and proposed must be on the same page at 1/4" scale if possible.
 - Submitted plans must be folded accordion style to a size of 8 1/2" x 11" or less with the Title Block showing.
 - Upon determining the completeness of the application, Staff will notify the applicant, and he/she will be required to one (1) full set and eight (8) half-sized sets of plans to the Planning Division.
- **Exterior Finishes.** An 8 1/2" x 11" material and color board (if using new materials) Materials, colors, and finishes clearly indicated on elevation drawings and keyed to a materials and colors board including light reflectance values, a clear indication of the appearance, location and light effects of all exterior lighting fixtures, and two-point perspective rendering showing proposed structures with profile drawings of the adjoining structures from an eye level elevation.
- **Window and Door Schedule.** Cut sheets/brochures of all new windows, doors, lighting fixtures, and other items. All doors and windows labeled with symbols that correspond to the labeling on the floor plans and elevations. The door and window schedule is a table containing the following information: existing and new window and door sizes, window and door manufacturer information, exterior finish, fabrication material, operational type, glazing information, divided lite details, and window muntins details with applicable.
- **Photographs.** Photographs of the site and its surroundings to document the existing conditions and provide

a complete understanding of the property and its neighborhood context. This includes photographs of the site and adjacent properties for a distance of 300 feet from each end of the principal street frontage, as well as properties opposite and adjacent to the subject site. The photos shall be mounted color prints, supplied from continuous views along the principal streets, along with a key map provided indicating the relationship of all views to the parcels, streets, and related features.

- **Preliminary Geotechnical Report (Hillside Properties With Site Slope Average 20% or Greater).** A report is required to ensure that the hillside would be able to support the proposed project.
- **Constraints Analysis (Hillside Properties With Site Slope Average 20% or Greater).** For properties that have sensitive environmental resources, or a City designated wildlife corridor.
- **Slope Calculation Analysis (Hillside Properties With Site Slope Average 20% or Greater).** Slope calculation shall have a Wet Seal Stamp and signature of a licensed engineer, registered surveyor, or registered architect. Provide the average slope of the lot as determined by the following formula:
 - $S = 100(I \times L) / A$
 - Where:
 - S = Average natural slope percentage
 - I = Contour interval in feet, at not more than 10 foot intervals, resulting in at least five contour lines being shown on the contour map.
 - L = The sum of the length of all the contour lines across the parcel in scale feet.
 - A = The gross area of the building site in square feet.



- **Other Documentation.** Documentation as may be required to understand the proposed design including a materials board, detailing of architectural features, sections, renderings, digital or physical model, and neighborhood contextual drawings.
- **Electronic Copy.** In addition to the hard copy of all documents submitted, an electronic format of submittal items must be provided either through a compact disk (CD), flash drive, or download link.
- **Mailing Labels and Spreadsheet.** All projects with Design Review require a 10-day public notification that will be conducted by the Planning Division. The applicant shall provide mailing labels upon submittal of application. The City strongly recommends that applicants utilize a mapping company to prepare the mailing labels; a list of mapping companies is available from the Planning Division for informational purposes only (The City does not recommend or endorse any of these companies). Please provide the following:
 - One (1) set of adhesive address labels on an 8-1/2" x 11" sheet
 - One (1) photocopy of the labels.
 - The mailing labels must list both the property owners and occupants (if not owner-occupied) of every parcel which falls within a 300' radius (100' for signs) of the project site (as measured from the corners of the subject parcel).
 - i. *Note: Labels for occupants do not need to include the occupant's name because this information is usually not available; these can simply state "Occupant" and address. If possible, the labels should be cross-referenced to the radius map (by numbering each parcel or listing the Assessor's Parcel Number on each label.*

- A radius map with identifies all parcels falling within a 300' radius (100' for signs) of the project site.
- One compact disk (CD) or flash drive that contains an electronic spreadsheet on Microsoft Excel listing the following information in separate columns: a) Property Owner, b) Occupant, c) Property Owner Address, d) Occupant Address – including Unit Number. Planning Staff will use the spreadsheet to perform a mail merge with Microsoft Word.
- A notarized declaration (provided by the Planning Department) from the company/individual that prepared the mailing labels stating the source of the property information, and how recently this was updated.

All Sheets:

- | | |
|--|--|
| <input type="checkbox"/> Title Block | <input type="checkbox"/> Project Name |
| <input type="checkbox"/> Sheet Number | <input type="checkbox"/> Architect/Contractor/Engineer Info |
| <input type="checkbox"/> Sheet Title | <input type="checkbox"/> Scale with scale bar, if applicable |
| <input type="checkbox"/> Project Address | <input type="checkbox"/> North Arrow, if applicable |

Cover Sheet:

- | | |
|--|---|
| <input type="checkbox"/> Applicable project notes | <input type="checkbox"/> Required Parking Spaces: <ul style="list-style-type: none"> ○ Indicate amount of parking is in compliance with SPMC 36.310.040 |
| <input type="checkbox"/> Project Address | <input type="checkbox"/> Vicinity Map with highlighted parcel |
| <input type="checkbox"/> Project Owner | <input type="checkbox"/> Project Calculations Table (in square-footage and percentage): <ul style="list-style-type: none"> ○ Lot Size ○ FAR requirements ○ FAR – Existing & Proposed ○ Lot Coverage – requirements ○ Lot Coverage – Existing & Proposed <ul style="list-style-type: none"> <input type="checkbox"/> Existing Main Building <input type="checkbox"/> Existing Accessory Structures <input type="checkbox"/> Existing Total <input type="checkbox"/> Proposed Total |
| <input type="checkbox"/> Consultant List | <input type="checkbox"/> Density: Number of Units proposed and allowed per SPMC 36.220.040 |
| <input type="checkbox"/> Property Information: <ul style="list-style-type: none"> ○ Assessor Parcel Number ○ Legal Tract/Block Information ○ Zoning ○ If Historic: <ul style="list-style-type: none"> • Historic Status • Year Built • Historic Architectural Style ○ If Hillside (slope average is 20% or greater): <ul style="list-style-type: none"> • Height of house below ridgeline • % of lot remediated to natural slope and vegetation • Lot average slope | |
| <input type="checkbox"/> Project Scope of Work (Brief Narrative) | |

Existing Site Plan (if applicable):

- | | |
|---|--|
| <input type="checkbox"/> Show all existing buildings, fully dimensioned at exterior with square footage calculations. | <input type="checkbox"/> Caliper Diameter |
| <input type="checkbox"/> Show all existing site walls, fences, and gates, fully dimensioned with heights and material finishes. | <input type="checkbox"/> To be removed |
| <input type="checkbox"/> Show neighboring context including: <ul style="list-style-type: none"> ○ Neighboring parcel building footprints ○ Adjoining streets, sidewalks, parkways, and alleys – labeled | <input type="checkbox"/> To be relocated |
| <input type="checkbox"/> Show all existing trees, labeled with symbols | <input type="checkbox"/> To be preserved in place |
| <input type="checkbox"/> Provide a tree schedule that references the tree symbols in the plan with: <ul style="list-style-type: none"> ○ Botanic Name ○ Common Name | <input type="checkbox"/> Hatch/differentiate all proposed demolished site features and building areas. |
| | <input type="checkbox"/> Show all existing hardscape including walkways and driveways, labeled and dimensioned. <ul style="list-style-type: none"> ○ Provide a calculation of total percentage of site dedicated to hardscape paving, pre-construction. |
| | <input type="checkbox"/> Show all existing landscape areas, labeled. |

- Provide a calculation of total percentage of site dedicated to landscape, pre-construction.
- ❑ Show all existing property lines, dimensioned.
- ❑ Show all existing setbacks, dimensioned at the offset from the property line.
- ❑ Provide existing topography, if applicable.
- ❑ Show all existing site features including pools, utilities, easements, and mechanical equipment – labeled and dimensioned.
- ❑ Indicate and enumerate the number of parking spaces provided and the number of parking spaces required.

New/Proposed Site Plan:

- ❑ Include everything shown in the Existing Site Plan with the exception of all demolished work.
- ❑ Show all new/proposed buildings, fully dimensioned at exterior with square footage calculations.
- ❑ Show all new/proposed site walls, fences and gates, dimensioned with heights and material finishes.
- ❑ Show all new/proposed topography, if applicable.
- ❑ Show all new/proposed site features including pools, utilities, and mechanical equipment – labeled and dimensioned.
- ❑ Site Lighting:
 - Show all sight lighting on plan with discernible symbols and/or annotations.
 - Include a lighting fixture schedule with:
 - Fixture Type, Height, and Material/Finish.
- ❑ Hatch/differentiate all new/proposed site features and building areas.
- ❑ Show all new trees, labeled with symbols
 - Include in the tree schedule and indicate as new.
- ❑ Show all new/proposed hardscape, labeled and dimensioned.
 - Provide a calculation of total percentage of site dedicated to hardscape paving, post-construction.
- ❑ Show all new/proposed landscape areas, labeled.
 - Provide a calculation of total percentage of site dedicated to landscape post-construction.
- ❑ Show and dimension all required parking.
 - Parking design shall comply with SPMC 36.310.080
- ❑ % of lot remediated to natural slope and vegetation.
 - Per SPMC 36.340.050(F): a minimum of 25% of the lot area plus the percentage figure of the average slope must be remediated to its natural state in terms of slope and vegetation.

Landscape Plan (if not included in Site Plan):

- ❑ Per SPMC 36.330.020(A), all projects shall comply with Article III (Water-Efficient Landscape Ordinance) of Chapter 35 (Water) of the SPMC if they meet the following:
 - Any amount of landscaping associated with, and required for new construction of private projects including multi-family and single-family residential.
 - An addition to a structure that is 25 % or more of the floor area of the existing structure.
 - New and/or re-landscaped areas that are 2,500 square feet or greater and are associated with new construction projects that involve an addition to a single-family home where the size of the additional floor area is 25 % greater than the home's existing gross floor area on the first floor.
- ❑ Provide a planting schedule that references the plant symbols/hatches on the plan along with:
 - Plant Botanic & Common Name
 - Plant counts, sizes, & type
- ❑ Provide a Landscape Plan that is in compliance with the above code provisions and include the following:

- Show all new trees and trees to remain, labeled with symbols
 - Include in the tree schedule and indicate as new or existing.
- Indicate in the plan with hatches, symbols and proper line weights, all planting areas.
- Show all new/proposed hardscape, labeled and dimensioned.
 - Provide a calculation of total percentage of site dedicated to hardscape paving, post-construction.
- Show all new/proposed landscape areas, labeled.
 - Provide a calculation of total percentage of site dedicated to landscape post-construction.
- Indicate in the plan, all plants including groundcovers and perennials

Storage Requirements (Multi-Family Only):

- ❑ Indicate all required storage spaces with square footage per SPMC 36.300.060(B).
- ❑ Indicate all locations of required storage according to SPMC 36.300.060(D).
- ❑ Storage area design shall comply with SPMC 36.300.060 (E).

Roof Plans (if not included in Site Plan):

- ❑ Show Existing (E) and/or New (N) roof plans alongside each other with the following information:
 - Show all roofing materials.
 - Show all ridges, valley, hips, etc.
 - Indicate all roof slopes and provide slope directional arrows.

Open Space Requirements (Multi-Family Only):

- ❑ Open space shall comply with SPMC 36.350.190(C)
- ❑ Provide a table that lists the private open space square footage requirements for each unit and the communal open space(s).
- ❑ Indicate all open space areas on the plans.

- Show roofing as a hatched surface.
 - Indicate all skylights with size, material, and manufacturer.
- All roof-mounted mechanical equipment, if applicable.

Floor Plans:

- ❑ Show each level floor plan as existing and proposed alongside each other on the same page, at 1/4" scale.
- ❑ On Existing floor plans:
 - Show all exterior walls and interior walls.
 - Label each room.
 - Dimension each demolition area and overall building perimeter.
 - Hatch and provide differentiating line work for all building areas planned for demolition.
 - Indicate all above and/or below building features with dashed lines, as applicable.
 - Show all doors with swings, and all windows with directional arrows if they are sliding.
 - Label all existing windows and doors with differentiating symbols.
- ❑ On New/Proposed floor plans:
 - Show all exterior walls and interior walls.
 - Label each room.
 - Dimension each new addition space and overall building perimeter. Also provide square footage calculations.
 - Hatch and provide differentiating line work for all new building additions.
 - Indicate all above and/or below building features with dashed lines, as applicable.
 - Show all doors with swings, and all windows with directional arrows if they are sliding.
 - Label all windows and doors with differentiating symbols.
 - Indicate on each window and door with an (E) or (N) for "Existing" or "New."

Building Sections:

- Only required if structure is 2 or more stories.
- Provide cross and longitudinal sections.
- Dimension all building heights including the following:
 - o Dimension of top of plate and overall building heights.
 - o All finish floor levels.

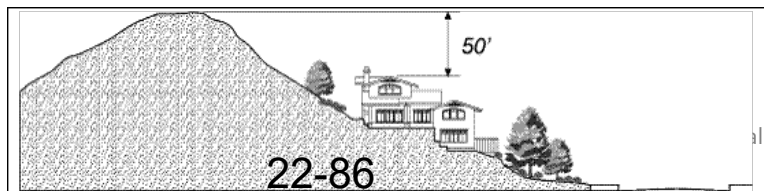
Exterior Architectural Details:

Elevations:

- Show each elevation as existing and proposed alongside each other on the same page at 1/4" scale if possible.
- Dimension building height to top of plate(s) and to top of ridge.
- Show part of the ground plane on all elevations.
- Call out all existing (E) material finishes and architectural details and features including lighting.
- Call out all new/proposed (N) material finishes and architectural details and features including lighting.
 - o All new additions are to match existing.
- Per SPMC 36.340.050, ensure the following:
 - o Provide the height of the structure at top plate and top of roof ridge.
 - Maximum height with a roof pitch of 3:12 or greater shall be 28 feet.
 - Maximum height with a roof pitch less than 3:12 shall be 24 feet.
 - o The vertical distance between the top of hill ridge and top of structure shall be 50 feet minimum.
 - o The vertical distance between the lowest floor and where the foundation meets the grade shall not exceed 6 feet.
 - o No wall on the downhill side shall exceed 15 feet in height above grade.
 - o Decks shall not exceed 6 feet in height above grade.
- Use hatching and shadow lines to provide material connotation and a 3-dimensional effect.
 - o Or provide rendered elevations.

- Provide enlarged detail drawings of all architectural features including the following that are applicable:
 - o Roof eaves, lintels, gable brackets, exposed rafter tails, railings, posts, shutters, and columns, etc.
- Provide profile sectional views of the following applicable features:
 - o Existing (E) and New (N) windows.
 - o Existing (E) and New (N) doors.
 - o Existing (E) and New (N) siding.

- For multi-floor buildings, provide the following:
 - o All finish floor heights.
 - o Provide a 45 degree sight line angle from the front edge of the property inwards.
- Provide front elevations and building heights of adjacent properties, if altering the existing front elevation.
- Show all down pipes and gutters.
- For all Existing (E) elevations provide the following information:
 - o Hatch or shade all areas to be demolished.
 - o Dimension all areas to be demolished.
 - o Provide existing roof pitch.
 - o Label and key all existing windows and doors
 - Symbols are to match the floor plans and schedules.
 - Label all existing windows and doors with (E).
- For all New/Proposed (N) elevations provide the following information:
 - o Hatch or shade all new additions.
 - o Dimension all new additions.
 - o Provide pitch of new roofing.
 - o Label and key all existing and all new windows and doors.
 - Symbols are to match the floor plans and schedules.
 - Label all existing windows and doors with (E) and all new windows and doors with (N).



Door & Window Schedules:

- Provide a Door Schedule and a Window Schedule with the following information:
 - All doors and windows are to be labeled with symbols that correspond to the labeling on the plans and elevations.
 - Existing (E) and New (N) window and door sizes.
 - Manufacturer information.
 - Exterior finish/color of all windows and doors.
 - Fabrication material of all windows and doors.
 - Operation type of all windows and doors (swing, casement, sliding, etc.)
 - Glazing information and divided lite details.

Door & Window Schedule (Example):

An example of a good window and door schedule to follow is below:

EXISTING WINDOW SCHEDULE																
Window #	Quantity	Width x Height	Existing Material	Operation	Frame Type	Pane Type	Existing Lites	Simulated Lites	Exterior Finish	Visible From the Street	Keep Existing Sill & Frame?	Bedroom?	Energy Efficient?	Tempered Glass?	Window Within 18" of Floor / 40" of Door?	
1	3	4 x 3'	Wood	Casement	Block	Single	Divided - Reveal 7/8" profile	Y	Paint	Y	Y	N	Y	Y	N	
2	1	4 x 4'	Wood	Fixed	Block	Single	N/A	N	Paint	Y	Y	N	Y	Y	N	

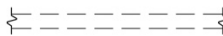
Note the 3 different types of frames: 1 - Block, 2 - Nail-in (also referred to as "new construction"), 3 - Z-Bar (retrofit). Z-Bar frames are generally discouraged as the wide trim or flange at their edges is usually detrimental to a building's overall appearance.

NEW WINDOW SCHEDULE																
Window #	Quantity	Width x Height	Material	Operation	Frame Type	Pane Type	Lites	Simulated Lites	Exterior Finish	Visible From the Street	Keep Existing Sill & Frame?	Bedroom?	Energy Efficient?	Tempered Glass?	Window Within 18" of Floor / 40" of Door?	
1	3	4 x 3'	Wood	Double Hung	Block	Dual	Divided - Simulated 7/8" profile	Y	Paint	Y	Y	N	Y	Y	N	
2	1	4 x 4'	Wood	Fixed	Block	Dual	N/A	N	Paint	Y	Y	N	Y	Y	N	

Note the 3 different types of frames: 1 - Block, 2 - Nail-in (also referred to as "new construction"), 3 - Z-Bar (retrofit). Z-Bar frames are generally discouraged as the wide trim or flange at their edges is usually detrimental to a building's overall appearance.

Line Types and Symbols to Use, Typical:




FLOOR PLANS

-  EXISTING TO REMAIN
-  EXISTING TO BE REMOVED
-  NEW

LINE TYPES

-  PROPERTY LINE
-  ABOVE/BELOW
-  SETBACK

TREES

-  EXISTING TO REMAIN
-  EXISTING TO BE REMOVED
-  NEW

Note: Lot Coverage:

The percentage of total site area occupied by structures. Structure/building coverage includes the primary structure, all accessory structures (e.g., carports, garages, patio covers, storage sheds) and architectural features (e.g., chimneys, balconies, decks greater than 30 inches above grade, porches, and stairs). Structure/building coverage is measured from exterior wall to exterior wall.

$$(Total\ building\ area / Total\ gross\ lot\ area) \times (100) = Lot\ Coverage\ \%$$

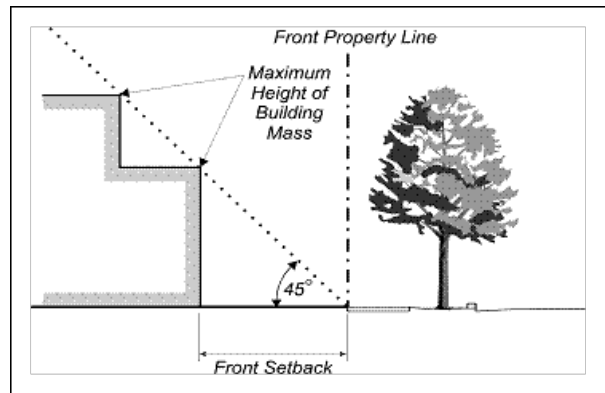
Note: Floor Area Ratio (FAR):

The FAR is the ratio of floor area to the total lot area. FAR restrictions are used to limit the maximum floor area allowed on a site (including all structures on the site). The maximum floor area of all structures (measured from exterior wall to exterior wall) permitted on a site (excluding garages or other covered parking in a residential zone) shall be determined by multiplying the FAR by the total net area of the site.

$$(FAR) \times (Net\ Site\ Area) = Maximum\ Allowable\ Building\ Square\ Footage$$

Note: Maximum Height Limit for Multiple Story Structures:

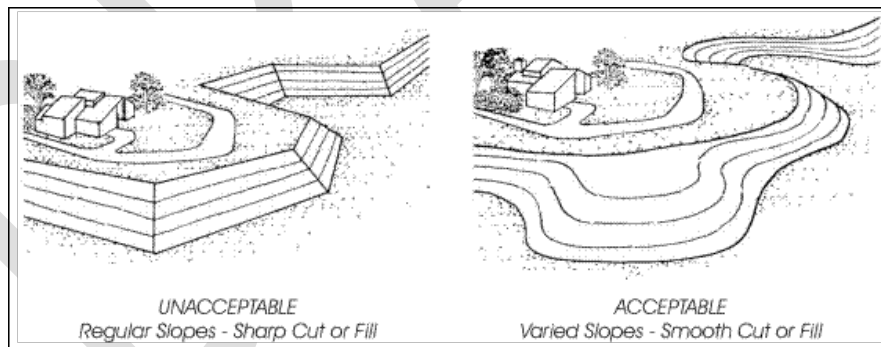
No portion of a structure shall encroach through a 45 degree angle projected perpendicularly from the front property line toward the rear property line (SPMC 36.220.040(C), Table 2-3).



Additional Requirements for Hillside Development Permit:

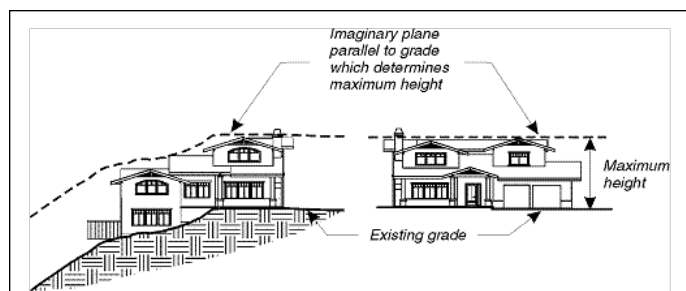
Grading and Drainage Plan:

- ❑ All grading and drainage plans shall be wet stamped and signed by a licensed engineer or registered surveyor.
- ❑ Provide detailed plans of all drainage devices, swales, drains, gutters, walls, cribbing, and/or other.
- ❑ All grading plans shall be prepared in compliance with the SPMC and General Plan which prohibits grading on slopes over 30 percent.
- ❑ Grading shall also utilize landform grading techniques (Reference image below).
- ❑ Provide the following grading information:
 - Typical cross section details of retaining wall(s).
 - Retaining wall schedule listing materials and dimensions.
 - Grading calculations (with separate calculations for within the foundation footprint and outside of the foundation footprint):
 - Amount to be cut.
 - Amount to be filled.
 - Amount to be exported.
 - Amount to be imported.



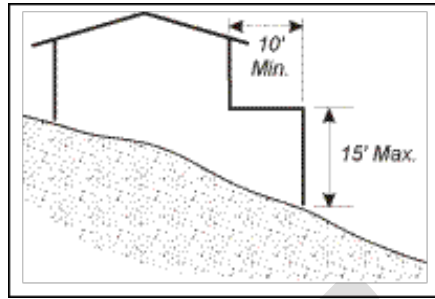
Note: Height Measurement:

The maximum allowable height shall be measured as the vertical distance from the existing grade of the site to an imaginary plane located the allowed number of feet above and parallel to the grade (see below). "Existing Grade" shall be established by the Director, consistent with parcels in the immediate vicinity, and shall not be, nor have been artificially raised to gain additional building height.



Note: Downhill Building Wall Step Back:

No single building wall on the downhill side of a house shall exceed 15 feet in height above grade. Additional building height on a downhill side may be allowed in 15-foot increments, where each increment is stepped-back from the lower wall a minimum of 10 feet (SPMC 36.340.050(C)(5)).



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