



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

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

June 17, 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 June 17, 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., June 16, 2020** to ensure adequate time to compile and post. Public Comment portion of the email is limited to 250 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 Richard Schneider, M.D.

CLOSED SESSION ANNOUNCEMENTS

1. 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., June 16, 2020 to ensure adequate time to compile and post. Public Comment portion of the email is limited to 250 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.

2. Public Comment – General

COMMUNICATIONS

3. 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.

4. City Manager Communications

5. 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

6. Approval of Prepaid Warrants in the Amount of \$112,528.92; General City Warrants in the Amount of \$495,300.18; General City Warrant Voids in the Amount of (\$4,063.79); Supplemental ACH Payments in the Amount of \$9,348.96.

Recommendation

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

7. Approval of Updated 2020 City Council Meeting Schedule

Recommendation

It is recommended that the City Council approve the Updated City Council meeting schedule for the 2020 calendar year adding the August 5, 2020 City Council Meeting.

8. Monthly Investment Reports for April 2020

Recommendation

It is recommended that the City Council receive and file the monthly investment reports for April 2020.

9. Award of Contract to Better 4 You Meals in the Amount of \$85,135 for the Catered Senior Meal Program beginning June 1, 2020 and Fiscal Year 2020-2021, with the Option to Renew the Contract for an Additional Four Year

Recommendation

It is recommended that the City Council:

1. Award a contract for the Senior Meal Program (Program) to Better 4 You Meals in the amount of \$85,135 for Fiscal year 2020-2021, to provide meals at the Senior Center and for home delivery. The contract will serve for a one-year period. Additionally, in accordance with the Community Development Block Grant (CDBG) guidelines, staff may automatically renew the contract up to four additional years (pending sufficient funds from CDBG), for a contract total of five-years, ending in 2025.
2. Approval starting June 1, 2020; contract with existing caterer will be terminated effective May 30, 2020.

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10. Purchase of Carbon Media from Calgon Carbon Corporation for the Wilson Wellhead Treatment System for a Total Not-to-Exceed Amount of \$185,000

Recommendation

It is recommended that the City Council authorize the City Manager to purchase carbon media from Calgon Carbon Corporation (Calgon) for a total not-to-exceed amount of \$185,000 (\$178,130 for the bid amount and \$6,870 for contingency) for the Wilson Wellhead Treatment System.

11. Approve an Agreement with Empire Pipe Cleaning and Equipment Inc. for 2020 Sewer System Closed Circuit Television Inspection and Cleaning Project in an Amount Not-to-Exceed \$502,920

Recommendation

It is recommended that the City Council:

1. Accept a bid dated May 14, 2020 from Empire Pipe Cleaning and Equipment Inc. for the 2020 Sewer System Closed Circuit Television (CCTV) Inspection and Cleaning Project (Project);
2. Authorize the City Manager to enter into an agreement with Empire Pipe Cleaning and Equipment Inc., for a bid amount of \$457,200;
3. Authorized a construction contingency ten percent in the amount of \$45,720 for a total amount of \$502,920; and
4. Authorize a budget amendment to transfer \$502,920 from the Sewer Fund reserve to Sewer Account No. 210-9000-9000-9010-000

12. Authorize the Professional Services Agreements with Three On-call Planning Firms to Assist with Major Project Review in the Amount not-to-exceed of \$50,000 per Firm for a Total not-to-exceed Amount of \$150,000 for All Three, Paid for by Project Applicants

Recommendation

It is recommended that the City Council authorize the City Manager to execute the Professional Services Agreements (PSAs) with three on-call Planning Firms to assist with Major Project Review in the amount not-to-exceed of \$50,000 per firm.

13. Approval of an Amendment to the Amended and Restated Agreement with Acorn Technology to Extend Term of Agreement for One Year for Information Technology Services

Recommendation

It is recommended that the City Council approve an Amendment to the Amended and Restated Agreement with Acorn Technology (Acorn) to extend the term of services for one additional year, through June 2021, for the maintenance and continuity of Information Technology (IT) Services. All other terms of the contract will remain the same, including hourly rates and not-to-exceed total annual maximum amount of \$185,200.

14. Consideration of Rescinding Council Action Authorizing Professional Services Agreement with True North Research, Inc., for a Professional Poll

Recommendation

The City Council requested this item be agendaized to rescind its previous action to authorize the Professional Services Agreement (PSA) with True North Research, Inc. (True North) to design, conduct, and analyze a professional poll.

15. Approval of Protocols for Re-Opening and Maintaining a Safe and Healthy Workplace in Light of COVID-19

Recommendation

It is recommended that the City Council approve the Protocols for Re-Opening City Facilities to Non-Essential Employees and Maintaining a Safe and Healthy Workplace in Light of COVID-19 and authorizes the City Manager to amend said policies, protocols and guidelines as needed administratively moving forward.

PUBLIC HEARING

16. Public Hearing to Approve the Appropriation of Community Development Block Grant Funds-Coronavirus (CDBG-CV) to Prevent, Prepare, and Respond to the COVID-19 Pandemic

Recommendation

It is recommended that the City Council consider the CDBG-CV program options for the purposes of preventing, preparing and responding to the coronavirus and approve appropriation of \$73,528.

Public Hearing Continued from June 10, 2020 City Council Meeting:

17. Designation of Rollin Craftsman Cluster Historic District (Project No. 2114-LHD)

Recommendation

It is recommended that the City Council conduct a public hearing and adopt a Resolution taking the following actions:

1. Find that the properties in the Rollin Craftsman Cluster, including 1500, 1506, 1507, 1510, and 1512 Rollin Street, qualify under criteria (1), (4), (7), and (11) of the South Pasadena Municipal Code Section 2.63(b), for designation of a historic district; and
2. Designate the Rollin Craftsman Cluster Historic District

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ACTION/DISCUSSION ITEMS

18. Approval of the Fiscal Year 2020-21 Water Conservation Rebate Program in the Amount of \$115,000

Recommendation

It is recommended that the City Council approve the Fiscal Year (FY) 2020-21 water conservation rebates and programs in the amount of \$115,000 funded from the existing Water Efficiency Fund.

19. Al Fresco Dining and Retail Pilot Program to Temporarily Relax Temporary Use Permit, Encroachment Permit and Parking Requirements to Support Local Businesses

Recommendation

It is recommended that the City Council receive and file information regarding the Al Fresco Dining and Retail Pilot Program to temporarily relax Temporary Use Permit (TUP), Encroachment Permit, and parking requirements authorized by the June 17, 2020 Local Emergency Declaration Resolution.

20. Adoption of a Resolution Continuing the Proclamation of a Local Emergency Due to the Outbreak of COVID-19; Amending Regulations for Private Facilities and Public Gatherings; Reinstating the Parking Pass Program; Approving the Temporary Relaxation of Temporary Use Permit; Encroachment Permit, and Parking Requirements for the Al Fresco Dining and Retail Program; 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. Amending regulations for private facilities and public gatherings;
3. Reinstating the Overnight Parking Pass Program effective July 6;
4. Approving the temporary relaxation of Temporary Use Permit, encroachment permit, and parking requirements for the Al Fresco Dining and Retail Pilot Program; and
5. Authorizing the City Manager to take all necessary actions as the Director of Emergency Services.

INFORMATIONAL REPORTS

21. Coronavirus Update

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ADJOURNMENT

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

July 1, 2020	Regular City Council Meeting	Council Chamber	7:30 p.m.
July 15, 2020	Regular City Council Meeting	Council Chamber	7:30 p.m.

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.

6/11/2020

/s/

Date

Maria E. Ayala
Chief City Clerk



City Council Agenda Report

ITEM NO. 6

DATE: June 17, 2020

FROM: Stephanie DeWolfe, City Manager

PREPARED BY: Karen Aceves, Finance Director

SUBJECT: **Approval of Prepaid Warrants in the Amount of \$112,528.92; General City Warrants in the Amount of \$495,300.18; General City Warrant Voids in the Amount of (\$4,063.79); Supplemental ACH Payments in the Amount of \$9,348.96.**

Recommendation Action

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

Fiscal Impact

Prepaid Warrants:

Warrant # 310836-310869	\$	62,007.60
ACH	\$	50,521.32
Voids	\$	0

General City Warrants:

Warrant # 310870-310915	\$	370,185.84
ACH	\$	125,114.34
Voids	\$	(4,063.79)

Wire Transfers (LAIF)	\$	0
Wire Transfers (RSA)	\$	0
Wire Transfers (Acct # 2413)	\$	0
Wire Transfers (Acct # 1936)	\$	0
Supplemental ACH Payment	\$	9,348.96
RSA:		
Prepaid Warrants	\$	0
General City Warrants	\$	0

Total	\$	<u>613,114.27</u>
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Commission Review and Recommendation

This matter was not reviewed by a Commission.

Approval of Warrants

June 17, 2020

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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 06.17.2020

Fund No.	Amounts		
	Prepaid	Written	
General Fund	101	49,973.38	254,674.00
Insurance Fund	103	-	-
Street Improvement Program	104	-	-
Facilities & Equip.Cap. Fund	105	-	-
Local Transit Return "A"	205	-	2,918.83
Local Transit Return "C"	207	750.37	335.34
TEA/Metro	208	-	-
Sewer Fund	210	-	13,267.44
CTC Traffic Improvement	211	-	-
Street Lighting Fund	215	-	10,228.61
Public,Education & Govt Fund	217	-	-
Clean Air Act Fund	218	-	30.00
Business Improvement Tax	220	-	-
Gold Line Mitigation Fund	223	-	-
Mission Meridian Public Garage	226	-	-
Housing Authority Fund	228	-	-
State Gas Tax	230	-	3,602.22
County Park Bond Fund	232	-	4,116.60
Measure R	233	-	-
Measure M	236	-	-
MSRC Grant Fund	238	-	-
Measure W	239	-	-
Measure H	241	-	-
Prop C Exchange Fund	242	-	-
Bike & Pedestrian Paths	245	-	-
BTA Grants	248	-	6,678.00
Golden Street Grant	249	-	-
Capital Growth Fund	255	-	-
CDBG	260	-	-
Asset Forfeiture	270	-	-
Police Grants - State	272	-	-
Homeland Security Grant	274	-	-
Park Impact Fees	275	-	-
HSIP Grant	277	-	-
Arroyo Seco Golf Course	295	-	-
Sewer Capital Projects Fund	310	-	-
Water Fund	500	52,975.33	146,845.76
Water Efficiency Fund	503	-	122.38
2016 Water Revenue Bonds Fund	505	-	-
Water & Sewer Impact Fee	510	-	52,481.00
Public Financing Authority	550	-	-
Payroll Clearing Fund	700	8,829.84	-
		-	-
Column Totals:		<u>112,528.92</u>	<u>495,300.18</u>

Fund No.	Amounts		
	Prepaid	Written	
RSA	227	-	-
RSA Report Totals:		<u>-</u>	<u>-</u>
City Report Totals:			<u>607,829.10</u>
Wire Transfer - LAIF			-
Wire Transfer - RSA			-
Wire Transfer - Acct # 2413			-
Wire Transfer - Acct # 1936			-
Supplemental ACH Payments			9,348.96
Voids - Prepaid			-
Voids - General Warrant			(4,063.79)
Grand Report Total:			<u><u>613,114.27</u></u>

Robert Joe, Mayor

Karen Aceves, Finance Director

ATTACHMENT 2
Prepaid Warrant List

Accounts Payable

Checks by Date - Detail by Check Date

User: ealvarez
 Printed: 6/11/2020 10:06 AM



Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
ACH	LENC5270 110621	Nancy Lee Re-issue Payment of COVID-19 Refund for Clas	06/04/2020	558.00
Total for this ACH Check for Vendor LENC5270:				558.00
310836	BTLR5270 110793	Lauren Child Re-issue Payment for Class Cancellation COVIE	06/04/2020	279.00
Total for Check Number 310836:				279.00
310837	HLPT4470 10144702	Patricia Holden Re-issue Payment of Temporary No Parking Sigi	06/04/2020	74.00
Total for Check Number 310837:				74.00
310838	DNLEON 110723	Diana Leone Re-issue Payment of COVID-19 for Camp Med	06/04/2020	330.00
Total for Check Number 310838:				330.00
310839	EWGZ5011 0108 019 3298	Eduardo Rodriguez Re-issue Payment COVID-19 Supplies	06/04/2020	118.49
Total for Check Number 310839:				118.49
Total for 6/4/2020:				1,359.49
ACH	AIR6010 9971451860	Airgas USA LLC Oxygen Cylinder Rental	06/11/2020	229.80
Total for this ACH Check for Vendor AIR6010:				229.80
ACH	CEAP7000 April-May 2020	South Pasadena Part Time Employees Assn Union Dues	06/11/2020	1,000.00
Total for this ACH Check for Vendor CEAP7000:				1,000.00
ACH	JKJD5265 109232	Judith Jacobs COVID-19 Refund for Computer Classes	06/11/2020	50.00
Total for this ACH Check for Vendor JKJD5265:				50.00
ACH	MNBL8170 10466 10509 10548 10572 10572	Munibilling Water Billing Services: Absorption Charge Water Billing Services: Postage Water Billing Services: Postage Water Billing Services: Absorption Charge Water Billing Services	06/11/2020	10,659.68 1,430.79 475.82 90.00 30,870.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
Total for this ACH Check for Vendor MNBL8170:				43,526.29
ACH	PUWA8020 202017826	Pure Water Department Supplies - June 2020	06/11/2020	87.39
Total for this ACH Check for Vendor PUWA8020:				87.39
ACH	SOU5230 April_May2020 April_May2020 April_May2020	S.P.Firefighters L-3657 Union Dues April & May 2020 Union Ins. April & May 2020 Union Rec Fees	06/11/2020	4,600.00 289.84 180.00
Total for this ACH Check for Vendor SOU5230:				5,069.84
310840	ACTM3010 55507820 55540457 55586145	Accountemps Temporary Staffing for Financial Audit / Bank R Temporary Staffing for Financial Audit / Bank R Temporary Staffing for Financial Audit / Bank R	06/11/2020	2,626.00 2,626.00 2,626.00
Total for Check Number 310840:				7,878.00
310841	ADPLC818 558434395	ADP, LLC ADP Services Period Ending 05/12/2020	06/11/2020	10,913.91
Total for Check Number 310841:				10,913.91
310842	ALH0181 03-05-2020 03-13-2020 03-30-2020 04-25-2020 05-12-2020 05-15-2020	Alhambra Hospital Med Ctr Department Supplies - Medication & Saline Department Supplies - Medication & Saline Department Supplies - Medication & Saline Department Supplies - Medication & Saline Department Supplies - Medication & Saline Department Supplies - Medication & Saline	06/11/2020	103.83 22.75 80.52 90.45 92.25 4.90
Total for Check Number 310842:				394.70
310843	ACMT2920 67776	All City Management Crossing Guard Services (03/08-03/21/2020)	06/11/2020	3,852.36
Total for Check Number 310843:				3,852.36
310844	ALL0197 222239 222844	All Star Fire Equipment, Inc. Name Plate for New Hires (Vazquez, Justin, Tob Name Plate for New Hires (Vazquez, Justin, Tob	06/11/2020	131.40 203.84
Total for Check Number 310844:				335.24
310845	AMCC2984 122165	American Civil Constructors West Coast LI Water Meter Reimb. for 116 Marmion Way	06/11/2020	2,311.27
Total for Check Number 310845:				2,311.27
310846	AT&T5006 130464796 284743823	AT & T U-Verse Acct# 130464796 (03/18-04/17/2020) Acct# 28474823 (04/26-05/25/2020)	06/11/2020	136.00 78.80
Total for Check Number 310846:				214.80
310847	AT&T5011 331 841-0756 331 841-0802	AT&T Account # 331 841-0756 343 2 (05/07-06/06/202 Account # 331 841-0802 343 6 (05/07-06/06/20	06/11/2020	33.21 66.24

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	626 405-0051	Account # 626 405-0051 017 5 (05/11-06/10/202		992.83
	626 577-6657	Account # 626 577-6657 213 7 (05/13-06/12/202		22.88
Total for Check Number 310847:				1,115.16
310848	ATCN9011	AT&T	06/11/2020	
	000014644394	Account # 9391062308 (03/20-04/19/2020)		6,447.29
	000014663358	Account # 9391036942 (03/27-04/26/2020)		328.40
	000014663359	Account # 9391036943 (03/27-04/26/2020)		328.42
	000014668263	Account # CLAPDSOPAS (03/27-04/26/2020)		317.56
Total for Check Number 310848:				7,421.67
310849	CIN4011	AT&T --Cingular Wireless	06/11/2020	
	287014917916x06	Police Mobile (Acct# 287014917916x05)		923.94
	287269956155x05	Police (Acct# 287269956155x05)		674.07
	287297964615x05	Public Safety (Acct# 287297984615x05)		323.22
Total for Check Number 310849:				1,921.23
310850	DBAR3011	Brinks Inc. (Formerly Dunbar Inc.)	06/11/2020	
	10974193	Transportation (01/01-01/31/2020)		940.28
	10974193	Transportation (01/01-01/31/2020)		940.28
	10974193	Transportation Excess Items (01/01-01/31/2020)		181.48
	11013480	Transportation (02/01/2020-02/29/2020)		940.28
	11013480	Transportation Excess Items (02/01/2020-02/29/2020)		181.48
	11013480	Transportation (02/01/2020-02/29/2020)		940.28
	2982051	Transportation (11/01-11/30/2019)		31.68
	3036275	Transportation (12/01-12/31/2019)		36.28
	3091432	Transportation (01/01-01/31/2020)		115.45
Total for Check Number 310850:				4,307.49
310851	CAL5236	CA Linen Services	06/11/2020	
	1762844	Fire Department Supplies (Linens)		101.01
	1765182	Fire Department Supplies (Linens)		99.94
	1767906	Fire Department Supplies (Linens)		97.38
	1770358	Fire Department Supplies (Linens)		97.04
Total for Check Number 310851:				395.37
310852	CRDA1021	Corodata Records Management	06/11/2020	
	RS4575596	City-wide Records Management Services (Febru		461.55
	RS4591904	City-wide Records Management Services April 2		348.23
Total for Check Number 310852:				809.78
310853	CRSR2010	Corodata Shredding Inc.	06/11/2020	
	DN 1267757	City-wide Shredding Services		87.87
Total for Check Number 310853:				87.87
310854	EMPI5011	Empire Cleaning Supply	06/11/2020	
	1166178	FD Supplies (Towels, Tissue Paper, Paper)		410.28
Total for Check Number 310854:				410.28
310855	EXSF8020	Extreme Safety	06/11/2020	
	000094210	Employee Fit Test & Travel Fee (Fire Dept.)		135.00
Total for Check Number 310855:				135.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
310856	GALL5011 015162006	Galls, LLC Uniform Short Sleeve Shirts & Emboridery for	06/11/2020	475.27
Total for Check Number 310856:				475.27
310857	HHA5011 11N0335160	H & H Wholesale Parts Diesel Exhuast Fluid, Battery, and Brake Part	06/11/2020	297.69
Total for Check Number 310857:				297.69
310858	HATC8025 10806 10810 10825 10858	Halls Auto Tech Center Comm Svcs. Tranist Division 45 Day Inspection Comm Svcs. Tranist Division Replacement of 3 Comm Svcs. Tranist Division Tire Replacement Oil Change for Prius # 103	06/11/2020	70.00 350.74 258.29 33.33
Total for Check Number 310858:				712.36
310859	IIMC307 26088 41287	Int'l Institute of Mun. Clerks Maria Ayala Municipal Clerks Membership ID # Kenia Lopez Municipal Clerks Membership ID #	06/11/2020	235.00 135.00
Total for Check Number 310859:				370.00
310860	JCRS5011 47670	Jones Coffee Roasters Fire Department Supplies	06/11/2020	139.05
Total for Check Number 310860:				139.05
310861	LIFE822 982235 983475 983537	Life-Assist Inc. Emergency Medical Supplies (HEPA Filter) Emergency Medical Supplies (Bandages, Eyecar Emergency Medical Supplies (HEPA Filter)	06/11/2020	14.23 209.91 131.84
Total for Check Number 310861:				355.98
310862	SOU5451 April-May 2020	S.P.Public Srvc Empl. Ass'n Union Dues April & May 2020	06/11/2020	2,760.00
Total for Check Number 310862:				2,760.00
310863	SCOT8300 IN1450925	So Cal Office Technologies Citywide Copier Charges (Account # CO7:2 1L	06/11/2020	4,021.34
Total for Check Number 310863:				4,021.34
310864	TIM4011 0269985041720 0311704051120 0345504042120 12005050120 29763042720 355990050220 70193050120	Time Warner Cable Account # 8448 30 008 0269985 (04/17-05/16/21 Account # 8448 30 008 0311704 (05/11-06/10/21 Account # 8448 30 008 0345504 (04/21-05/20/21 Account # 8448 30 008 0012005 (04/29-05/26/21 Account # 8448 20 899 0029763 (05/01-05/31-2 Account # 8448 30 008 0355990 (05/02-06/01/21 Account # 8448 30 008 0070193 (05/01-05/31-2	06/11/2020	176.26 1,223.00 360.00 16.82 257.35 407.20 78.95
Total for Check Number 310864:				2,519.58
310865	TOM4455 16036	Tom's Clothing & Uniforms Inc Uniform for New Hire Vazquez	06/11/2020	21.90
Total for Check Number 310865:				21.90

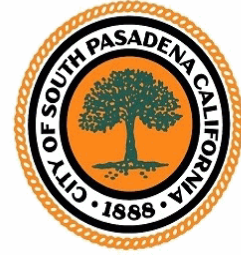
Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
310866	URTL6711	United Rentals	06/11/2020	
	175677018-002	Rental of Tank for GAC Replacement		1,694.84
	175677018-003	Rental of Tank for GAC Replacement		1,691.84
	175677018-004	Rental of Tank for GAC Replacement		1,103.33
Total for Check Number 310866:				4,490.01
310867	VEBU3010	MCI Comm Service Verizon Business Svcs	06/11/2020	
	71436406	Verizon Account # SV193519 Conferencing Lin		24.26
Total for Check Number 310867:				24.26
310868	VERW6711	Verizon Wireless	06/11/2020	
	9853385902	FD Devices (Account # 270619951-00002)		456.12
	9853385902	FD Devices (Account # 270619951-00002)		38.01
	9853385903	FD Devices (Account # 270619951-00004)		497.64
Total for Check Number 310868:				991.77
310869	XRXF5010	Xerox Financial Svcs	06/11/2020	
	2055584	Citywide Copier (04/10-05/09/2020) Contract 01		1,522.77
Total for Check Number 310869:				1,522.77
Total for 6/11/2020:				111,169.43
Report Total (41 checks):				112,528.92

ATTACHMENT 3
General City Warrant List

Accounts Payable

Checks by Date - Detail by Check Date

User: ealvarez
 Printed: 6/11/2020 1:39 PM



Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
ACH	ATGC8530	Acorn Technology Services	06/17/2020	
	2180	CO # 212		150.00
	2181	CO # 177/189		65.00
	2184	CO # 220		30.00
	2185	CO # 233		1,290.00
	2186	CO # 229		1,275.00
	2187	CO # 211		60.00
	2188	CO # 205		110.00
	2189	CO # 210		62.50
	2190	CO # 230		25.00
	2191	CO # 231		25.00
	2192	CO # 232		705.00
	2193	CO # 217		180.00
	2194	CO # 214		30.00
	2196	CO # 227		298.75
	2197	CO # 234		202.50
	2197	(Adjustment)		-393.75
	2198	Sales Tax		6.15
	2198	General - City (Tix/Chrgs Summ)		12,985.00
	2198	Managed IT Server Monitoring		237.50
	2198	CO # 234		60.00
	2198	Managed IT Computer Monitoring		525.00
	53494	IT Analyst Onsite Hours		492.50
Total for this ACH Check for Vendor ATGC8530:				18,421.15
ACH	BFWB4011 459186	Badge Frame, Inc. Printed & Laminated Name Plate for Crpl. Dubo	06/17/2020	10.78
Total for this ACH Check for Vendor BFWB4011:				10.78
ACH	CHWP2010	Colantuono,Highsmith & Whatley,PC	06/17/2020	
	42205	General Services		5,449.00
	42205	COVID-19		4,551.00
	42206	Case 2		10,988.25
	42207	Labor & Employment		1,638.50
	42208	Misc. Litigation		2,860.50
	42209	Special Projects		17,750.25
	42210	Tax & Assesment		603.50
	42211	Gardena V. RWQCB		253.50
	42212	Water & Utilities		318.50
Total for this ACH Check for Vendor CHWP2010:				44,413.00
ACH	DDL8010	Dr. Detail Ph.D	06/17/2020	
	2112	Santize 16 Police Vehicles (COVID-19)		400.00
	2117	Santize 12 Police Vehicles (COVID-19)		300.00
Total for this ACH Check for Vendor DDL8010:				700.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
ACH	EURO6710 C0002866 C0002912	Eurofins Eaton Analytical Water Quality Laboratory Testing Services Marc Water Quality Laboratory Testing Services April	06/17/2020	3,102.00 3,359.00
Total for this ACH Check for Vendor EURO6710:				6,461.00
ACH	GPPT9090 398048 398048 407640	Gopher Patrol Gopher Patrol / Abatement Gopher Patrol / Abatement Gopher Patrol / Abatement	06/17/2020	125.00 125.00 95.00
Total for this ACH Check for Vendor GPPT9090:				345.00
ACH	INCG6011 58289 59152 60148	Interwest Consulting Group Community Services - Prof. Services Project Mg Community Services - Prof. Services Project Mg Community Services - Prof. Services Project Mg	06/17/2020	9,480.00 5,280.00 9,840.00
Total for this ACH Check for Vendor INCG6011:				24,600.00
ACH	LDCR6410 305500 305500 305500 305500	LandCare USA LLC Landscape Maint. for City April 2020 Landscape Maint. for City April 2020 Landscape Maint. for City April 2020 Landscape Maint. for City April 2020	06/17/2020	3,682.69 17,099.06 1,468.43 396.60
Total for this ACH Check for Vendor LDCR6410:				22,646.78
ACH	OFF4011 I-01748584 I-01756440	Office Solutions Nitrile Powder Free Gloves Police Department Ink Toners (Cyan, Black, Ma	06/17/2020	64.94 103.69
Total for this ACH Check for Vendor OFF4011:				168.63
ACH	RMGCM201 1079	RMG Communications On Call Consultant PIO April 2020 Final Payme	06/17/2020	2,125.00
Total for this ACH Check for Vendor RMGCM201:				2,125.00
ACH	WES4152 159808 159808 160279	West Coast Arborists, Inc. Street Tree Maint. April 2020 Street Tree Maint. Annual Tree Planting April 20 Street Tree Maint. (05/01-05/15/2020)	06/17/2020	3,230.00 305.00 1,688.00
Total for this ACH Check for Vendor WES4152:				5,223.00
310870	245ZNE 245 Fair Oaks 245 Fair Oaks 245 Fair Oaks 245 Fair Oaks	245 ZNE LLC Refund Public Works Deposit - 245 Fair Oaks D Refund Public Works Deposit - 245 Fair Oaks D Refund Public Works Deposit - 245 Fair Oaks D Refund Public Works Deposit - 245 Fair Oaks D	06/17/2020	1,164.00 28,928.00 52,481.00 378.00
Total for Check Number 310870:				82,951.00
310871	ALH0181 03.25.2020	Alhambra Hospital Med Ctr Fire Dept. Medication & Daily Saline Supplies	06/17/2020	651.01
Total for Check Number 310871:				651.01
310872	ALL0197 222218 223676	All Star Fire Equipment, Inc. Firefighting Turnout Clothing & Gear for J Nuge Large Fire Shelter for Practice Trainings (Multi-t	06/17/2020	1,542.40 1,248.30

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 310872:	2,790.70
310873	ATH0292 8362657	Athens Services Bus Stop Barrel Pickup April 2020	06/17/2020	2,148.83
			Total for Check Number 310873:	2,148.83
310874	ATSS6010 8362656	Athens Services Athens Services Mission / Meridian Garage Swe	06/17/2020	750.00
			Total for Check Number 310874:	750.00
310875	BSHL6710 18225 18225 18225 18301 18301 18301 18341 18341 18341	dba Jan Point Base Hill, Inc. CityWide Janitorial Services (Day Porter) Febru CityWide Janitorial Services (Day Porter) Febru CityWide Janitorial Services (Day Porter) Febru CityWide Janitorial Services (Day Porter) March CityWide Janitorial Services (Day Porter) March CityWide Janitorial Services (Day Porter) March CityWide Janitorial Services (Day Porter) April : CityWide Janitorial Services (Day Porter) April : CityWide Janitorial Services (Day Porter) April :	06/17/2020	910.00 10,294.04 1,240.00 1,240.00 10,294.04 910.00 910.00 1,240.00 10,294.04
			Total for Check Number 310875:	37,332.12
310876	WDFD6116 601643 601646 603320 603375	Bob Wondries Ford Repairs to Unit # 1406 (Replace R/S & TPMS S Repairs to Vehicle # 1404 Spark Plugs Repairs to Vehicle # 1406 (Battery) Repairs to Vehicle # 198 (Disk Brakes & Pads)	06/17/2020	529.17 379.28 150.83 265.29
			Total for Check Number 310876:	1,324.57
310877	DEP5072 SL200641	CA Dept of Transportation Shared Cost Signal & Lighting Jan-Mar. 2020 w.	06/17/2020	1,020.42
			Total for Check Number 310877:	1,020.42
310878	CAL5236 1779569 1780745	CA Linen Services Fire Dept. Linen Services Fire Dept. Linen Services	06/17/2020	96.57 100.33
			Total for Check Number 310878:	196.90
310879	CALG6711 90101534	CalgonCarbon Purchase 80,000 Lbs. of Virgin Granular Carbon	06/17/2020	136,113.00
			Total for Check Number 310879:	136,113.00
310880	CAL8012 3423	Califa Group CENIC Broadband January - March 2020	06/17/2020	4,341.06
			Total for Check Number 310880:	4,341.06
310881	CAT0700 5561	Catering Systems Inc. Senior Meal Program 05/18-05/22/2020	06/17/2020	3,321.00
			Total for Check Number 310881:	3,321.00
310882	CDPS1020 66543	Code Publishing Inc. Municipal Code Web Updates (Ordin. 2333-234	06/17/2020	1,383.35

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 310882:	1,383.35
310883	CMME4011 0207239-IN	Commline Inc. Batteries for Two Way Radios (Transit Staff)	06/17/2020	206.22
			Total for Check Number 310883:	206.22
310884	CNCM8180 12892	Cornerstone Communications Peace Officer Recordings and Video: Assembly	06/17/2020	24,000.00
			Total for Check Number 310884:	24,000.00
310885	DSP0755 8720	D & S Printing Public Works Envelopes	06/17/2020	294.56
			Total for Check Number 310885:	294.56
310886	DBEL5010 1223	DB Electronics Labor & Installation of 4 APX Mobile Radio in	06/17/2020	2,150.00
			Total for Check Number 310886:	2,150.00
310887	EEDT3010 944-0884-6 944-0884-6 944-0884-6 944-0884-6 944-0884-6 944-0884-6	Employment Development Dept. Employer Share of Unemployment Insurance Ac Employer Share of Unemployment Insurance Ac Employer Share of Unemployment Insurance Ac Employer Share of Unemployment Insurance Ac Employer Share of Unemployment Insurance Ac Employer Share of Unemployment Insurance Ac	06/17/2020	7,783.00 96.00 6,620.00 7,613.00 1,055.00 353.00
			Total for Check Number 310887:	23,520.00
310888	ENT5426 0150624-IN	Entenmann-Rovin PD Flat Badges & Uniform Badges	06/17/2020	955.26
			Total for Check Number 310888:	955.26
310889	EWEM6010 11627345	Ewing Irrigation El Monte Landscape & Irrigation Supplies for Fair Oaks A	06/17/2020	122.38
			Total for Check Number 310889:	122.38
310890	FED1109 7-006-10724	FedEx Postage of Sending FD Radio for Repair	06/17/2020	17.87
			Total for Check Number 310890:	17.87
310891	FHCM5011 1118	Foothill Communications Police Dept. Qtrly. Billing for Maint. of Commu	06/17/2020	3,000.00
			Total for Check Number 310891:	3,000.00
310892	GRA1244 SPAS0120 SPAS0220	Graffiti Control Systems Citywide Graffiti Removal Citywide Graffiti Removal	06/17/2020	245.00 49.00
			Total for Check Number 310892:	294.00
310893	HHA5011 11N0345173	H & H Wholesale Parts Vehicle Maint. - Oil Obsorbant	06/17/2020	47.63

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 310893:	47.63
310894	HAA5569 W60900 W61058	Haaker Equipment Company Maint on Vector Truck Maint on Vector Truck	06/17/2020	642.04 279.40
			Total for Check Number 310894:	921.44
310895	IA2 JOrtiz	IACP Police Chief Joe Ortiz Membership Dues	06/17/2020	190.00
			Total for Check Number 310895:	190.00
310896	JCRS5011 47831	Jones Coffee Roasters Fire Department Supplies	06/17/2020	139.05
			Total for Check Number 310896:	139.05
310897	LTAP5500 105707	L.A.C. M. T. A. Metro Tap Cards for Senior Center Patrons	06/17/2020	20.00
			Total for Check Number 310897:	20.00
310898	LIFE822 1000628 1000882 1002121 1003916 1004059	Life-Assist Inc. Emergency Medical Supplies (COVID-19) Emergency Medical Supplies (Gloves) COVID-1 COVID-19 Supplies (Nitrile Exam Gloves) Emergency Medical Supplies (Gloves L & XL) (C COVID-19 Emergency Medical Supplies	06/17/2020	467.26 191.84 575.51 383.85 1,928.25
			Total for Check Number 310898:	3,546.71
310899	LRCR2920 110989	Crispina Lures COVID-19 Refund for War Memorial Buidling 1	06/17/2020	500.00
			Total for Check Number 310899:	500.00
310900	MORA5270 110970	Alejandra Moreno COVID-19 Refund of Garfield Park Gazebo Ren	06/17/2020	120.00
			Total for Check Number 310900:	120.00
310901	DMMS5270 110971	Damion Moses COVID-19 Refund for Garfield Park Gazebo Re	06/17/2020	120.00
			Total for Check Number 310901:	120.00
310902	OREI6711 3213-169422	O' Reilly Automotive Inc. Emergency Purchase of Battery for Vehicle # 75	06/17/2020	129.12
			Total for Check Number 310902:	129.12
310903	OLNP8010 69174 69348	Outlook Newspaper Legal Notice - CCTV Sewer Project Legal Notice - LLMD	06/17/2020	97.50 82.50
			Total for Check Number 310903:	180.00
310904	PHS4011 APR2020SoPas	Pasadena Humane Society Animal Control Services April 2020	06/17/2020	9,778.50

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 310904:	9,778.50
310905	REF6601 1522893-00	Refrigeration Supplies Distrib Air Conditioning Maint. Supplies	06/17/2020	124.32
			Total for Check Number 310905:	124.32
310906	TSSG2920 110990	Tsega Selassie COVID-19 Refund of WMB Reservation	06/17/2020	500.00
			Total for Check Number 310906:	500.00
310907	SOUT8020 3637207	South Coast A.Q.M.D. Annual AQMD Fee July 2019 - June 2020	06/17/2020	137.63
			Total for Check Number 310907:	137.63
310908	STA5219 3440259260 3440259261 3440427488	Staples Business Advantage PD Office Supplies PD Office Supplies PD Office Supplies	06/17/2020	128.65 65.68 77.91
			Total for Check Number 310908:	272.24
310909	TOM4455 10942	Tom's Clothing & Uniforms Inc Replacement of Web Name Tape on Uniform Ja	06/17/2020	9.86
			Total for Check Number 310909:	9.86
310910	UPP7789 02/02-20	Upper S.G.Mun. Water Dist. Water Connection Fees February 2020	06/17/2020	73.33
			Total for Check Number 310910:	73.33
310911	VPSI407 133899	Valley Power Systems Inc. Repair Leaking Air Compressor in Fire Vehicle 1	06/17/2020	1,655.04
			Total for Check Number 310911:	1,655.04
310912	VUL6601 72520673 72520674	Vulcan Materials Co. & Affiliates Purchase of Asphalt, Emulstion, Concrete, and C Cold Mix Concrete stockpile for Storage Yard	06/17/2020	519.26 1,807.96
			Total for Check Number 310912:	2,327.22
310913	WIL2010 00415653 00415862 00415943	Willdan Engineering On-Call Construction Management CNG Project On-Call Construction Management On-Call Construction Management	06/17/2020	12,346.00 2,038.00 4,640.00
			Total for Check Number 310913:	19,024.00
310914	ZMKL2920 110991	Kelly Zamora COVID-19 Refund of WMB Reservation	06/17/2020	500.00
			Total for Check Number 310914:	500.00
310915	ZOLL8021 3069034	Zoll Medical Copr. GPO CPR Stat-Padz for Electrode Defibrillator	06/17/2020	985.50
			Total for Check Number 310915:	985.50

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for 6/17/2020:	495,300.18
			Report Total (57 checks):	495,300.18

ATTACHMENT 4
Supplemental ACH
Payments



ACH Payment Log

Date	Vendor	Amount	Description
6/5/2020	South Pasadena Police Officers Association	\$9,348.96	April & May 2020 Union Dues

Total:

\$9,348.96

ATTACHMENT 5
Prepaid & General Warrant Voids

Accounts Payable

Void Check Proof List

User: ealvarez
Printed: 06/04/2020 - 12:51PM



Account Number	Amount	Invoice No	Inv Date	Description	Reference	Task Label	Type	PONumber	Close PO?	Line Item
Vendor: EWGZ5011				Eduardo Rodriguez						
Check No: 310557				Check Date: 05/06/2020						
	118.49	0108 019 3298	04/14/2020	Power Supply for Work at Home COV					No	0
101-5010-5012-8020-000										
Check Total:	118.49									
Vendor Total:	118.49									
Report Total:	118.49									

Accounts Payable

Void Check Distribution List

User: ealvarez
 Printed: 6/4/2020 - 12:52 PM



	DR Amount	CR Amount	Acct Number	Description	Vendor
Section 1:101General Fund					
	118.49	0.00	101-0000-0000-1000-000	Cash & Cash Equivalents	
	0.00	118.49	101-5010-5012-8020-000	Special Departmental Expense	EWGZ5011
Total for Section 1:101	118.49	118.49			
Grand Total:	118.49	118.49			

Stop Payment Request - Confirmation

Stop Payments Submitted

Total submitted: 1

[View Status Definitions](#)

Account	Duration	Check Range	Issue Date	Payee	Amount	Reason
041533688.CITY OF SOUTH PASADENA OPERATING	6 Months	310557		Eduardo Rodriguez	118.49	Lost

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: 06/04/2020 - 1:49PM



Account Number	Amount	Invoice No	Inv Date	Description	Reference	Task Label	Type	PONumber	Close PO?	Line Item
Vendor: DNLEON	Diana Leone									
Check No: 0	Check Date: 05/06/2020									
	330.00	110723	04/14/2020	COVID-19 Refund of Camp Med					No	0
101-0000-0000-5270-001										
Check Total:	330.00									
Vendor Total:	330.00									
Vendor: LENC5270	Nancy Lee									
Check No: 0	Check Date: 05/06/2020									
	558.00	110621	04/03/2020	COVID-19 Refund for Cancelled Clas					No	0
101-0000-0000-5270-002										
Check Total:	558.00									
Vendor Total:	558.00									
Report Total:	888.00									

Accounts Payable

Void Check Distribution List

User: ealvarez
 Printed: 6/4/2020 - 1:49 PM



	DR Amount	CR Amount	Acct Number	Description	Vendor
Section 1:101General Fund					
	888.00	0.00	101-0000-0000-2100-000	Accounts Payable	
	0.00	330.00	101-0000-0000-5270-001	Camp Med Fees	DNLEON
	0.00	558.00	101-0000-0000-5270-002	Recreation Classes	LENC5270
Total for Section 1:101	888.00	888.00			
Grand Total:	888.00	888.00			

Accounts Payable

Void Check Proof List

User: ealvarez
 Printed: 06/04/2020 - 2:04PM



Account Number	Amount	Invoice No	Inv Date	Description	Reference	Task Label	Type	PONumber	Close PO?	Line Item
Vendor: BTLR5270	Lauren Batista									
Check No: 310644	Check Date: 05/20/2020									
	279.00	110793	04/20/2020	COVID-19 Refund due to Class Cance					No	0
101-0000-0000-5270-002										
Check Total:	279.00									
Vendor Total:	279.00									
Report Total:	279.00									

Accounts Payable

Void Check Distribution List

User: ealvarez
 Printed: 6/4/2020 - 2:05 PM



	DR Amount	CR Amount	Acct Number	Description	Vendor
Section 1:101General Fund					
	279.00	0.00	101-0000-0000-1000-000	Cash & Cash Equivalents	
	0.00	279.00	101-0000-0000-5270-002	Recreation Classes	BTLR5270
Total for Section 1:101	279.00	279.00			
Grand Total:	279.00	279.00			

Accounts Payable

Void Check Distribution List

User: ealvarez
 Printed: 6/11/2020 - 1:59 PM



	DR Amount	CR Amount	Acct Number	Description	Vendor
Section 1:207Local Transit Return "C"					
	2,778.30	0.00	207-0000-0000-1000-000	Cash & Cash Equivalents	
	0.00	2,778.30	207-8030-8025-8180-000	Contract Services	RMSF8025
Total for Section 1:207	2,778.30	2,778.30			
Grand Total:	2,778.30	2,778.30			

Accounts Payable

Void Check Proof List

User: ealvarez
 Printed: 06/11/2020 - 1:59PM



Account Number	Amount	Invoice No	Inv Date	Description	Reference	Task Label	Type	PONumber	Close PO?	Line Item
Vendor: RMSF8025	Routematch									
Check No: 310736	Check Date:	05/20/2020								
	2,778.30	43073	04/02/2020	Annual Hosting Fee - 2 User (5 Years)					No	0
207-8030-8025-8180-000										
Check Total:	2,778.30									
Vendor Total:	2,778.30									
Report Total:	2,778.30									



City Council Agenda Report

ITEM NO. 7

DATE: June 17, 2020
FROM: Stephanie DeWolfe, City Manager
PREPARED BY: Maria E. Ayala, Chief City Clerk
SUBJECT: **Approval of Updated 2020 City Council Meeting Schedule**

Recommendation

It is recommended that the City Council approve the Updated City Council meeting schedule for the 2020 calendar year adding the August 5, 2020 City Council Meeting.

Discussion/Analysis

Pursuant to South Pasadena Municipal Code, Chapter 2, Article I, Section 2.1 the City Council meetings are held on the first and third Wednesdays of each month. Closed Session begins at 6:30 p.m. and Open Session begins at 7:30 p.m. Adopting a meeting schedule will give the City Council, staff, and the community the ability to plan their schedules accordingly for the upcoming calendar year. The City Council maintains the ability to adjust, cancel, and/or add other meetings as deemed appropriate.

On December 4, 2019 City Council approved the 2020 City Council Meeting Schedule. There were three meeting cancellations on that schedule, one of which was August 5, 2020. This meeting was cancelled from previous direction of City Council to cancel the first meeting in August – unless there is a special need to conduct City business.

There now exists a need to hold the August 5, 2020 City Council meeting and conduct City business. This is the last meeting date for City Council to consider action to add ballot measures for the November 3, 2020 General Municipal Election. Other City business items will be agendized as this will be a Regular City Council Meeting.

Legal Review

The City Attorney has not reviewed this item.

Fiscal Impact

There is no fiscal impact associated with this item.

Environmental Analysis

The action being considered does not constitute a "project" within the meaning of the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines section 15378(a) as it has no

potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment.

Public Notification of Agenda Item

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

Attachments:

1. Proposed Updated 2020 City Council Meeting Schedule

ATTACHMENT 1
Proposed Updated 2020 City Council
Meeting Schedule



CITY OF SOUTH PASADENA
 UPDATED 2020 CITY COUNCIL MEETING SCHEDULE
 (Council Approved on 6/17/2020)

City Council Meeting Date	Notes
January 1, 2020	CANCELLED Due to New Year's Day Holiday
January 15, 2020	
February 5, 2020	
February 19, 2020	
March 4, 2020	
March 18, 2020	
April 1, 2020	CANCELLED Due to South Pasadena Unified School District's Spring Break
April 15, 2020	
May 6, 2020	
May 20, 2020	
June 3, 2020	
June 17, 2020	
July 1, 2020	
July 15, 2020	
August 5, 2020*	
August 19, 2020	
September 2, 2020	
September 16, 2020	
October 7, 2020	
October 21, 2020	
November 4, 2020	
November 18, 2020	
December 2, 2020	
December 16, 2020	

***This meeting was originally cancelled but will now be held as a regular City Council Meeting.**



City Council Agenda Report

ITEM NO. 8

DATE: June 17, 2020

FROM: Stephanie DeWolfe, City Manager

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

SUBJECT: **Monthly Investment Reports for April 2020**

Recommendation Action

It is recommended that the City Council receive and file the monthly investment reports for April 2020.

Commission Review and Recommendation

This matter was not reviewed by a commission.

Discussion/Analysis

The City's investments have shown some modest gains from prior month. The investments in the Local Agency Investment Fund (LAIF) earned a quarterly interest of \$109k. The market value of the investments held at Morgan Stanley increased by \$106k from prior month.

While the City plans ahead and prepares for the potential economic downturn, the investments are held in a strategic manner where significant money is held in LAIF. The liquidity with LAIF is one business day-- this allows the City to access funds as needed.

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 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.

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,

Monthly Investment Reports for April 2020

Page 2 of 2

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 April 2020

ATTACHMENT 1
City Investment Reports for April 2020

Exhibit A

City of South Pasadena

**INVESTMENT REPORT
April 30, 2020**

Investment Balances at Month End

INSTITUTION NAME	MATURITY DATE	YIELD TO CALL OR MATURITY	PERCENT OF PORTFOLIO	COST	CURRENT MARKET VALUE *
LOCAL AGENCY INVESTMENT FUND:					
LAIF City	ON DEMAND	1.648%	52.18%	18,543,271.56	18,543,271.56
SUBTOTAL			52.18%	18,543,271.56	18,543,271.56
MORGAN STANLEY SMITH BARNEY					
Government Securities	See Exhibit B-1	0.95%	33.90%	12,046,077.23	12,478,455.95
Corporate Bonds	See Exhibit B-1	4.55%	13.93%	4,948,673.58	5,059,433.28
SUBTOTAL			47.82%	16,994,750.81	17,537,889.23
TOTAL INVESTMENTS			100.00%	\$35,538,022.37	\$36,081,160.79

BANK ACCOUNTS:

Bank of the West Account Balance:	\$6,688,116.65
Morgan Stanley Uninvested Cash Balance:	\$159,234.84
Morgan Stanley Unsettled Transactions	-
BNY Mellon Uninvested Cash Balance	158,269.15

Required Disclosures:

Average weighted maturity of the portfolio 464 DAYS

Average weighted total yield to maturity of the portfolio 1.813%

The City's investment liquidity is sufficient for it to meet its expenditure requirements for the next 180 days.

All investments are in conformity with the City Investment Policy.

* Current market valuation is required for investments with maturities of more than twelve months.

Exhibit B-1

**Funds and Investments
Held by Contracted (Third) Parties
April 30, 2020**

Morgan Stanley Investments

Investment Type	Issuer	CUSIP	Par Value	Adjusted Premium	Adjusted Cost	Market Value	Current YTM	Unrealized Gain/Loss	
1	Gov't. Securities	U.S. Treasury Note	912828B90	736,000.00	100.148	737,092.91	747,268.16	1.080%	10,175.25
2	Gov't. Securities	U.S. Treasury Note	912828B90	26,000.00	100.297	26,077.26	26,398.06	1.080%	320.80
3	Gov't. Securities	U.S. Treasury Note	9128287F1	427,000.00	100.144	427,615.55	435,441.79	0.993%	7,826.24
4	Gov't. Securities	U.S. Treasury Note	9128287F1	599,000.00	100.253	600,512.55	610,842.23	0.993%	10,329.68
5	Gov't. Securities	U.S. Treasury Note	912828F96	494,000.00	100.120	494,591.85	507,219.44	0.956%	12,627.59
6	Gov't. Securities	U.S. Treasury Note	912828F96	437,000.00	100.590	439,576.13	448,694.12	0.956%	9,117.99
7	Gov't. Securities	U.S. Treasury Note	912828YZ7	258,000.00	100.076	258,197.04	264,106.86	0.921%	5,909.82
8	Gov't. Securities	U.S. Treasury Note	912828YZ7	259,000.00	100.295	259,764.06	265,130.53	0.921%	5,366.47
9	Gov't. Securities	U.S. Treasury Note	9128287C8	426,000.00	100.361	427,535.85	440,445.66	0.893%	12,909.81
10	Gov't. Securities	U.S. Treasury Note	9128287C8	426,000.00	100.436	427,856.85	440,445.66	0.893%	12,588.81
11	Gov't. Securities	U.S. Treasury Note	9128287C8	33,000.00	100.553	33,182.33	34,119.03	0.893%	936.70
12	Gov't. Securities	U.S. Treasury Note	912828P38	423,000.00	99.723	421,827.02	440,533.35	0.883%	18,706.33
13	Gov't. Securities	U.S. Treasury Note	912828P38	2,000.00	100.706	2,014.11	2,082.90	0.883%	68.79
14	Gov't. Securities	U.S. Treasury Note	912828P38	383,000.00	100.599	385,295.65	398,875.35	0.883%	13,579.70
15	Gov't. Securities	U.S. Treasury Note	912828S35	434,000.00	96.477	418,708.44	449,359.26	0.893%	30,650.82
16	Gov't. Securities	U.S. Treasury Note	9128285P1	730,000.00	104.038	759,476.77	797,240.30	0.910%	37,763.53
17	Gov't. Securities	U.S. Treasury Note	912828W71	719,000.00	99.168	713,017.92	769,948.34	0.911%	56,930.42
18	Gov't. Securities	U.S. Treasury Note	912828X70	1,010,000.00	101.025	1,020,353.85	1,077,861.90	0.916%	57,508.05
19	Gov't. Securities	U.S. Treasury Note	912828ZF0	529,000.00	100.684	532,620.91	532,904.02	0.500%	283.11
20	Gov't. Securities	Fed. Home Loan Bank	3130A8QS5	665,000.00	99.305	660,378.25	672,042.35	0.977%	11,664.10
21	Gov't. Securities	Fed Home Ln Mtg Corp Med Term Note	3137EADB2	511,000.00	103.479	528,775.75	529,125.17	2.290%	349.42
22	Gov't. Securities	Fed. National Mtg. Assn.	3135G0U43	225,000.00	100.870	226,957.66	243,623.25	0.586%	16,665.59
23	Gov't. Securities	Fed. National Mtg. Assn.	3135G0U43	140,000.00	101.686	142,360.99	151,587.80	0.586%	9,226.81
24	Gov't. Securities	Fed. National Mtg. Assn.	3135G0V34	833,000.00	100.563	837,691.21	897,116.01	0.510%	59,424.80
25	Gov't. Securities	Fed. National Mtg. Assn.	3135G0ZR7	535,000.00	104.192	557,429.46	584,835.25	0.551%	27,405.79
26	Gov't. Securities	Fed. Home Ln Mth Corp	3137EAEP0	681,000.00	103.842	707,166.86	711,209.16	1.430%	4,042.30
Subtotal Gov't. Securities			11,941,000.00		12,046,077.23	12,478,455.95	0.947%	432,378.72	
27	Corporate Bond	Wal-Mart	931142CU5	76,000.00	100.435	76,330.71	76,414.96	0.722%	84.25
28	Corporate Bond	United Health Group Inc.	91324PCM2	53,000.00	100.318	53,050.71	53,168.54	1.161%	117.83
29	Corporate Bond	United Health Group Inc.	91324PCM2	7,000.00	100.111	7,007.76	7,022.26	1.161%	14.50
30	Corporate Bond	United Health Group Inc.	91324PCM2	18,000.00	100.220	18,039.51	18,057.24	1.161%	17.73
31	Corporate Bond	United Health Group Inc.	91324PCM2	42,000.00	100.171	42,071.90	42,133.56	1.161%	61.66
32	Corporate Bond	State Street Corp.	857477AS2	54,000.00	100.256	54,138.32	54,254.88	0.967%	116.56

Exhibit B-1

**Funds and Investments
Held by Contracted (Third) Parties
April 30, 2020**

Morgan Stanley Investments

Investment Type	Issuer	CUSIP	Par Value	Adjusted Premium	Adjusted Cost	Market Value	Current YTM	Unrealized Gain/Loss
33 Corporate Bond	State Street Corp.	857477AS2	24,000.00	100.264	24,063.46	24,113.28	0.967%	49.82
34 Corporate Bond	The Walt Disney Co.	25468PDE3	60,000.00	100.059	60,035.13	60,227.40	1.147%	192.27
35 Corporate Bond	The Walt Disney Co.	25468PDE3	20,000.00	100.323	20,064.66	20,075.80	1.147%	11.14
36 Corporate Bond	Bank of America	06051GFT1	163,000.00	100.145	163,236.67	164,110.03	1.166%	873.36
37 Corporate Bond	Coca-Cola Co.	191216BT6	62,000.00	100.155	62,096.07	62,314.96	0.837%	218.89
38 Corporate Bond	Coca-Cola Co.	191216BT6	19,000.00	100.225	19,042.80	19,096.52	0.837%	53.72
39 Corporate Bond	Chubb INA Holdings Inc	00440EAT4	61,000.00	100.235	61,143.17	61,319.03	1.062%	175.86
40 Corporate Bond	Chubb INA Holdings Inc	00440EAT4	62,000.00	100.179	62,110.83	62,324.26	1.062%	213.43
41 Corporate Bond	Chevron Corp. (Callable)	166764AY6	55,000.00	100.339	55,186.70	55,358.05	1.008%	171.35
42 Corporate Bond	Chevron Corp. (Callable)	166764AY6	25,000.00	100.370	25,092.40	25,162.75	1.008%	70.35
43 Corporate Bond	VISA	92826CAB8	162,000.00	100.132	162,213.76	163,297.62	0.708%	1,083.86
44 Corporate Bond	Exxon Mobil Corp. (Callable)	30231GAV4	162,000.00	100.432	162,699.31	163,438.56	1.034%	739.25
45 Corporate Bond	Home Depot Inc.	437076AW2	81,000.00	101.757	82,422.99	82,928.61	0.825%	505.62
46 Corporate Bond	JP Morgan Chase	46625HHZ6	151,000.00	102.380	154,594.06	156,458.65	1.078%	1,864.59
47 Corporate Bond	Charles Schwab Corp	437076AW2	83,000.00	101.392	84,155.31	84,664.98	1.174%	509.67
48 Corporate Bond	Pepsico Inc	713448BW7	82,000.00	101.564	83,282.66	84,444.42	0.725%	1,161.76
49 Corporate Bond	Praxair Inc	74005PAZ7	82,000.00	101.487	83,219.33	83,394.82	1.706%	175.49
50 Corporate Bond	3M Co. (Callable)	88579YAU5	65,000.00	100.035	65,022.78	65,694.85	0.798%	672.07
51 Corporate Bond	3M Co. (Callable)	88579YAU5	17,000.00	99.207	16,865.19	17,181.73	0.798%	316.54
52 Corporate Bond	Prudential Financial Inc	74432QBT1	80,000.00	103.704	82,963.59	83,694.40	1.465%	730.81
53 Corporate Bond	American Express Credit (Callable)	0258M0EG0	162,000.00	100.877	163,420.35	166,074.30	1.244%	2,653.95
54 Corporate Bond	Burlington North Santa Fe (Callable)	12189LAH4	79,000.00	101.643	80,297.79	81,650.45	0.964%	1,352.66
55 Corporate Bond	US Bancorp	91159HHC7	165,000.00	101.455	167,400.59	170,796.45	1.016%	3,395.86
56 Corporate Bond	Intel Corp (Callable)	458140BB5	169,000.00	100.297	169,502.13	174,342.09	0.712%	4,839.96
57 Corporate Bond	Apple Inc.	037833BF6	160,000.00	101.194	161,910.61	166,891.20	0.569%	4,980.59
58 Corporate Bond	Oracle Corp.	68389XBB0	81,000.00	100.735	81,595.70	83,344.14	0.939%	1,748.44
59 Corporate Bond	Bristol-Myers Squibb Co	110122AT5	170,000.00	100.332	170,564.51	173,519.00	1.067%	2,954.49
60 Corporate Bond	Gilead Sciences Inc	375558BC6	164,000.00	100.107	164,175.55	174,907.64	1.000%	10,732.09
61 Corporate Bond	Intercontinental Exchange Inc	45866FAE4	168,000.00	98.558	165,577.44	159,052.32	4.747%	(6,525.12)
62 Corporate Bond	Lockheed Martin Corp	539830BG3	82,000.00	102.875	84,357.80	86,524.76	0.899%	2,166.96
63 Corporate Bond	Bank of New York Mellon Corp	06406RAE7	168,000.00	99.109	166,503.12	176,085.84	1.111%	9,582.72
64 Corporate Bond	Amazon	023135AW6	125,000.00	98.568	123,210.00	131,236.25	0.554%	8,026.25
65 Corporate Bond	General Dynamics Corp	369550BD9	163,000.00	101.185	164,931.61	174,310.57	#####	9,378.96
66 Corporate Bond	Cisco Systems Inc.	17275RBH4	84,000.00	97.479	81,882.36	87,818.64	0.769%	5,936.28
67 Corporate Bond	John Deere Capital Corp.	24422EUM9	161,000.00	102.920	165,701.51	174,926.50	1.088%	9,224.99
68 Corporate Bond	Intercontinental Exchange Inc	45866FAA2	80,000.00	103.552	82,841.82	84,228.00	2.398%	1,386.18

Exhibit B-1

**Funds and Investments
Held by Contracted (Third) Parties
April 30, 2020**

Morgan Stanley Investments

Investment Type	Issuer	CUSIP	Par Value	Adjusted Premium	Adjusted Cost	Market Value	Current YTM	Unrealized Gain/Loss
69 Corporate Bond	State Street Corp.	857477AM5	80,000.00	105.535	84,428.37	87,245.60	1.096%	2,817.23
70 Corporate Bond	Caterpillar Financial Services Corp	14912L5X5	79,000.00	104.774	82,771.23	86,426.79	1.057%	3,655.56
71 Corporate Bond	Truist Financial Corp	05531FBF9	121,000.00	101.946	123,354.09	129,610.36	1.658%	6,256.27
72 Corporate Bond	Metlife Inc	59156RBH0	80,000.00	105.838	84,670.64	87,317.60	1.218%	2,646.96
73 Corporate Bond	Comcast Corp	20030NCR0	159,000.00	107.647	171,158.51	174,171.78	1.174%	3,013.27
74 Corporate Bond	Texas Instruments Inc	882508BB9	166,000.00	102.380	169,951.17	175,574.88	1.100%	5,623.71
75 Corporate Bond	United Parcel Service Inc	911312BT2	84,000.00	101.586	85,332.10	86,871.96	1.370%	1,539.86
76 Corporate Bond	PNC Financial Service Group Inc	693475AY1	170,000.00	101.756	172,984.80	176,154.00	1.354%	3,169.20
Subtotal Corporate Bonds			4,886,000.00		4,948,673.58	5,059,433.28	4.551%	110,759.70
Money Market	Liquid Asset Fund		-					
Uninvested Cash			-			159,234.84		
Accrued Interest								
Subtotal Cash & Cash Equivalents					-	159,234.84		
Grand Totals			16,827,000.00		16,994,750.81	17,697,124.07	1.969%	543,138.42
Unsettled Transactions						0.00		
Subtotal Unsettled Transactions			-		-	-		
Totals incl. Unsettled Transactions			16,827,000.00		16,994,750.81	17,697,124.07		543,138.42
Totals per Bank Statement			16,827,000.00		16,994,750.81	17,697,124.07		543,138.42

Exhibit B-2

**Funds and Investments
Held by Contracted (Third) Parties
April 30, 2020**

2016 Water Revenue Bonds

Investment Type	Issuer	Settlement Date	Par Value	Coupon Rate	Market Value	Current YTM	Maturity Date	Days to Maturity	CUSIP Account Number
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BNY Mellon Project Fund

1	Cash		44.71	0.010%	44.71	0.010%		1	
2	Morgan Stanley Treasury Portfolio		158,224.44	0.250%	158,224.44	0.250%		1	
	Subtotal Cash & Cash Equivalents		158,269.15	0.250%	158,269.15	0.250%		1	
	Total Project Fund		158,269.15	0.250%	158,269.15	0.250%		1	

Exhibit C

**City of South Pasadena
Investment Report**

Summary of Invested Funds -- Last Day of the Month

<u>MONTH</u>	<u>FY 2010-11</u>	<u>FY 2011-12</u>	<u>FY 2012-13</u>	<u>FY 2013-14</u>	<u>FY 2014-15</u>	<u>FY 2015-16</u>	<u>FY 2016-17</u>	<u>FY 2017-18</u>	<u>FY 2018-19</u>	<u>FY 2019-20</u>
JULY	13,579,652	11,604,558	14,003,563	17,332,153	20,958,651	26,306,572	28,541,631	74,033,803	33,187,829	34,119,395
AUGUST	12,099,372	11,595,476	13,043,563	17,330,985	12,658,088	26,294,151	28,405,544	73,122,925	31,258,493	34,245,197
SEPTEMBER	11,000,410	11,582,026	11,783,420	16,331,557	19,715,369	22,058,959	27,049,892	70,952,657	31,219,168	34,211,588
OCTOBER	10,757,440	10,575,907	11,795,960	13,841,158	17,221,779	22,325,114	27,023,005	70,917,973	26,989,542	30,424,551
NOVEMBER	10,499,526	8,992,178	11,800,260	13,836,635	17,221,849	22,287,418	73,246,265	26,547,176	26,916,772	30,394,571
DECEMBER	10,634,416	10,185,282	11,805,140	16,837,192	20,603,990	22,253,300	71,499,585	28,949,643	27,028,835	30,398,333
JANUARY	12,629,088	9,186,793	11,816,031	18,846,359	26,309,319	27,399,997	71,229,735	32,878,042	35,305,506	30,183,446
FEBRUARY	12,619,768	9,184,331	13,818,580	18,845,663	26,260,788	30,108,605	71,084,575	33,013,420	34,571,287	35,784,459
MARCH	12,610,790	9,126,552	13,319,038	13,145,894	26,315,158	28,939,924	72,604,964	32,833,141	32,568,840	35,894,036
APRIL	12,605,200	11,130,863	17,327,604	13,153,853	26,326,876	28,276,276	75,018,330	33,064,100	32,242,202	36,081,161
MAY	12,595,623	11,128,155	19,327,983	23,452,878	26,310,240	28,429,928	76,053,277	32,879,674	36,925,478	
JUNE	12,581,680	10,275,475	19,323,510	22,452,628	29,289,712	26,594,581	75,918,587	33,102,349	38,922,757	



City Council Agenda Report

ITEM NO. 9

DATE: June 17, 2020

FROM: Stephanie DeWolfe, City Manager

PREPARED BY: Sheila Pautsch, Community Services Director

SUBJECT: **Award of Contract to Better 4 You Meals in the Amount of \$85,135 for the Catered Senior Meal Program beginning June 1, 2020 and Fiscal Year 2020-2021, with the Option to Renew the Contract for an Additional Four Year**

Recommendation

It is recommended that the City Council:

1. Award a contract for the Senior Meal Program (Program) to Better 4 You Meals in the amount of \$85,135 for Fiscal year 2020-2021, to provide meals at the Senior Center and for home delivery. The contract will serve for a one-year period. Additionally, in accordance with the Community Development Block Grant (CDBG) guidelines, staff may automatically renew the contract up to four additional years (pending sufficient funds from CDBG), for a contract total of five-years, ending in 2025.
2. Approval starting June 1, 2020; contract with existing caterer will be terminated effective May 30, 2020.

Discussion/Analysis

The Senior Meals Program is an essential service provided by the City, averaging 365 meals a week and 19,000 meals a year. Staff is recommending changing to a new caterer as a result of quality issues with the current catering company. The recommended caterer was selected through an RFP process and submitted the lowest cost proposal, which will also reduce overall costs to the program.

The Senior Center provides catered lunches on a daily basis, both onsite and for home delivery. The meals served adhere to stringent health provisions (set forth by federal regulations), providing seniors access to healthy affordable meals on a daily basis. In addition to the nutritional value, the Program also offers social benefits and opportunities to foster comradery. Onsite meals currently cost \$2.75 each, while home delivery is \$3.00 per meal.

Overall, participation has remained similar to the past year, however the participants complained regularly from September 2019 through March 2020 of unfavorable quality of food.

Participation increased after March 16, 2020 due to COVID-19 with senior citizens needing to stay at home. The meal program being an essential service allowed residents to receive hot meal

Award of Contract for the Senior Meal Program

June 17, 2020

Page 2 of 3

daily and boxed meals for the weekend.

The recommendation is to award a contract for the program to Better 4 You Meals at the rate of \$4.60 per meal for home delivered and \$4.38 for meals served on site. The rate with the current caterer is \$5.40 per meal; this represents a cost savings of .80 cents per delivered and \$1.02 for onsite meal under the new contract with the Better 4 You. With a lower cost per meal, there will be a less impact to the General Fund. They also will provide once per month meetings with the chef and seniors to receive feedback on food items. Overall, the contract stipulates one-year of service, with the option for renewal of up to four additional years (pending sufficient grant funds from CDBG in the subsequent years). In total, the proposed contract is for five-years, ending in 2025.

Revenue from fees:

Meals Ordered	Rate	Cost	Meal Cost	Participant Fees
Estimating 10,300 meals (onsite)	\$4.38	\$45,114	\$2.75	\$28,325
Estimating 8,700 meals (delivered)	\$4.60	\$40,020	\$3.00	\$26,100
Total meal cost (estimate serving 19,000 meals)		\$85,134		\$54,425

Alternatives Considered

In the RFP staff included the option of cooking meals onsite. One bid was submitted at the rate of \$5.80 per meal. This would not only increase the operational cost for the City, but would also include the purchase of additional equipment for food storage (approximately \$110,200 annually, plus equipment).

Fiscal Impact

Funding for this Program is comprised of three different sources. CDBG partially funds the Program, in the amount of \$24,998 (amount is contingent on available grant funds, which varies on a yearly basis). Additionally, the cost of the Program is supplemented by fees from participants (anticipated revenue) in the amount of \$54,425. Additional General Fund dollars, of \$5,711, are required to compensate for the cost per meal a reduction from past years. The total budget for the Program is \$85,134, a \$20,000 reduction. Below is a chart depicting the breakdown in funds for the Program for FY 2020-2021.

Funding Sources and Totals for Senior Meal Program	
Community Development Block Grant	\$24,998
Participant Revenues (Anticipated)	\$54,425
General Fund	\$ 5,711
Total Cost of the Program	\$85,134

In comparison to this current FY 2019-20, the City will reduce required supplemental general fund dollars by approximately \$19,000 in FY 2020-21. This is in part due to a substantial decrease between the current catering contract and the proposed new contract. Overall, the City will continue to meet its obligation to the community and meet the expectations of City Council with minimal assistance from the general fund.

Background

The current contract awarded in 2018 to Catering Systems Incorporated for the Senior Meals Program will expire on June 30, 2020. Due to poor performance they will be notified five days before the end of June of their termination, as stated in their contract.

Request for Proposals (RFP) went to 12 vendors with two bids received on March 27, 2020. To ensure the integrity of the bidding and selection process and in accordance with the CDBG procurement procedures, staff completed the following actions:

- Outlined initial outreach efforts in support of a competitive bidding process; and
- Continued outreach to vendors prior to deadline to assure packets were received

With two bids submitted, the recommendation is to award contract to the lowest bidder.

The Program has provided meals to seniors for 30 years. The community is accustomed to the Program and in some aspects reliant on it, especially during COVID-19 closure. For instance, prior to COVID-19 the Program delivered 28 meals per day, for the last month and half deliveries have reached as high as 85 meals per day. In addition the Program delivered 10 boxed meals for the weekend prior to closure, and is now delivering 80 boxed meals.

The Program offers once per month special events themed around a special program or holiday, with six of them regularly sponsored such as Halloween, Thanksgiving, Christmas, Chinese New Year, Valentines and Mother's Day.

The subsidized Senior Meal Program continues to thrive and much needed essential service to the community. Moreover, the affordable and nutritious meals continue to bring seniors together fostering community and well-being.

Legal Review

The City Attorney has reviewed this item.

Public Notification of Agenda Item

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

Attachment:

1. Professional Services Agreement for Better 4 You Meals

ATTACHMENT 1
Professional Services Agreement for Better 4 You
Meals

PROFESSIONAL SERVICES AGREEMENT
FOR CONSULTANT SERVICES

(City of South Pasadena /Better 4 You Meals)

1. IDENTIFICATION

This PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is entered into by and between the City of South Pasadena, a California municipal corporation (“City”), and Better 4 You Meals, a California Corporation (“Consultant”).

2. RECITALS

- 2.1. City has determined that it requires the following professional services from a consultant: **Provide meals in bulk for the South Pasadena Senior Center Catered Senior Nutrition Program.**
- 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 Exhibit A, attached and incorporated herein by this reference.
- 3.2. “Agreement Administrator”: The Agreement Administrator for this project is Sheila Pautsch. 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 (Attached) 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 eighty five thousand one hundred thirty four dollars (\$85,134)
- 3.5. “Commencement Date”: July 1, 2020.
- 3.6. “Termination Date”: June 30, 2021
The agreement shall be for a twelve month period; however, the City has the option to renew the Agreement in one-year increments for up to an additional four (4) years depending on the availability of future CDBG funding. It is optional on the part of the city to renew the agreement. The City shall evaluate the Better 4 You Meals’ performance on an annual basis and use the evaluation to help determine if a renewal is determined in the City’s best interest.

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 which 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. **Robert Macarena** 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 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 Subcontractor.** 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

Approved Fee Schedule, Exhibit B 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 Better 4 You Meals 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 subcontractors 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 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 **Attorney’s 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.

- 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.** Better 4 You Meals 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: Sheila Pautsch, 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
1414 Mission Street
South Pasadena, CA 91030
Telephone: (626) 403-7210
Facsimile: (626) 403-7211

If to Consultant

Robert Camarena
Better 4 You Meals
5743 Smithway Street, Suite 103
Commerce, CA 90040
Telephone: (323)838-5555 ex. 140
Facsimile: (887)349-2985

With courtesy copy to:

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

15. SURVIVING COVENANTS

The parties agree that the covenants contained in paragraph 5.11 (Records), paragraph 10.4 (Indemnification of CalPERS Determination), Section 11 (Indemnity), paragraph 12.8 (Claims-Made Policies), paragraph 13.2 (Consultant Cooperation in Defense of Claims), and paragraph 18.1 (Confidentiality) of this Agreement shall survive the expiration or termination of this Agreement, subject to the provisions and limitations of this Agreement and all otherwise applicable statutes of limitations and repose.

16. TERMINATION

- 16.1. **City Termination.** City may terminate this Agreement for any reason on five calendar days' written notice to Consultant. Consultant agrees to cease all work under this Agreement on or before the effective date of any notice of termination. All City data, documents, objects, materials or other tangible things shall be returned to City upon the termination or expiration of this Agreement.
- 16.2. **Consultant Termination.** Consultant may terminate this Agreement for City's 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

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Professional Services Agreement – Consultant Services

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 sub Better 4 You Meals 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.

FEDERAL PROVISIONS

During the performance of this Agreement, the Better 4 You Meals agrees to comply with the following Federal provisions:

1. **AUDIT OR EXAMINATION:**
Better 4 You Meals shall keep all records of funds received from City of South Pasadena and make them accessible for audit or examination for a period of four (4) years after final payments and all other pending matters are closed (for a total of 5 years).
2. **CONFLICT OF INTEREST:**

Better 4 You Meals agrees any conflict or potential conflict of interest shall be fully disclosed prior to execution of this Agreement and CSI shall comply with all applicable federal, state and county laws and regulations governing conflict of interest, in accordance with 24 CFR Part 84. Sec. 84.42.

3. POLITICAL ACTIVITY/LOBBYING CERTIFICATION:

Better 4 You Meals may not conduct any activity, including any payment to any person, officer or employee of any agency or member of Congress in connection With the awarding of any federal contract, grant, or loan, intended to influence legislation, administrative rule-making or the election of candidates for public offices during time compensated for under representation that such activity is being performed as a part of the contract responsibility.

4. COUNTY LOBBY CERTIFICATION:

It is understood each person/entity/firm who applies for a Community Development Commission contract, and as part of process, shall certify that they are familiar with the requirements of the Los Angeles County Code Chapter 2.160, (Los Angeles County Ordinance 93-0031) and; that all persons/entity/firm acting on behalf of the above named firm have and will comply with the County Code, and; any person/entity/firm who seeks a contract with the Community Development Commission shall be disqualified there from and denied the contract and, shall be liable in civil action, if any lobbyist, lobbying firm, lobbyist employer or any other person or entity acting on behalf of the above named firm fails to comply with the provisions of the County Code.

5. SECTION 3 REQUIREMENTS OF HOUSING & URBAN DEVELOPMENT ACT OF 1968:

Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701 et seq., requires, to the greatest extent feasible, opportunities for training and employment be given to lower-income residents of the project area and contracts for work in connection with the project be awarded to business concerns, which are located in, or owned in substantial part, by persons residing in the area of the project.

6. SECTION 109, TITLE I OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT of 1974:

Section 109, Title I of the Housing and Community Development Act of 1974 provides that no person shall, on the ground of race, color, national origin, or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination, under any program or activity funded in whole or in part with funds made available under this Title.

7. PROHIBITION OF AGE DISCRIMINATION: Prohibition against discrimination on the basis of age under the **Age Discrimination Act of 1975**, or with respect to an otherwise qualified handicapped individual, as provided in **Section 504 of the Rehabilitation Act of 1973**, shall also apply to any such program or activity

8. Executive Order 11246 requires that during the performance of this Agreement, the consultant agrees not to discriminate against any employee or applicant for employment because of race, religion, sex, color, or national origin. The Better 4 You Meals will take affirmative action to ensure that applicants are employed and that employees are treated during employment, without regard to their race, religion, sex, color, or national origin. Such action shall include, but not limited to, the following: employment upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Better 4 You Meals agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Better 4 You Meals setting forth the provisions of this nondiscrimination clause.
9. Section 3 of the housing and Urban Development Act of 1968, as amended 12 U.S.C. 1701 et. seq., requires that to the greatest extent feasible, opportunities for training and employment be given to lower-income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part, by persons residing in the area of the project.
10. Title VI of the Civil Rights Act of 1964 provides that no person shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
11. Section 109, Title I of the Housing and Community Development Act of 1974, provides that no person shall, on the ground of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this Title.
12. Prohibition against discrimination on the basis of age under the Age Discrimination Act of 1075, or with respect to an otherwise qualified handicapped individual, as provided in /Section 504 of the Rehabilitation Act of 1973, shall also apply to any such program or activity.
13. Interest of Better 4 You Meals and employees. Better 4 You Meals covenants that they presently have no interest and shall not acquire interest, direct or indirect, in the project area or any parcels there in or any other interest which would conflict in any manner or degree with the performance of their services hereunder. The Consultant further covenants that in performance of this Agreement, no person having such interest shall be employed.

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

“City”
Stephanie DeWolfe
City Manager

“Consultant”
Robert Camarena
Better 4 You Meals

By: _____
Signature

By: _____
Signature

Printed: _____

Printed: _____

Title: _____

Title: _____

Date: _____

Date: _____

Attest:

By: _____
Evelyn G. Zneimer, City Clerk

Date: _____

Approved as to form:

By: _____
Teresa L. Highsmith, City Attorney

Date: _____

EXHIBIT A

SCOPE OF SERVICES

The following is a summary of the scope of services to be performed by the Better 4 You Meals (Consultant). Consultant shall legally and ethically prepare Cost Effective and Quality Meals for City senior citizens.

MEAL PREPARATION

TASK 1: MANAGEMENT OF MEAL PREPARATION OPERATIONS

1. Better 4 You Meals will provide meals for the Senior Center meeting contract requirements. Better 4 You Meals agrees to select, purchase and prepare food following menus provided by City of South Pasadena/Senior Services. Better 4 You Meals agrees to assure that food- handling (cooking, storage and packing) methods will maintain the quality and safety of foods. Los Angeles County Public Health Department inspection scores of Consultant's food preparation facilities, activities and prepared meals should be above 90%. However if an inspection results in a score below 90% Consultant must submit to the Director of Community Services a corrective action plan within 48 hours of receipt of the deficient score and if an inspection results in a score below 80%, City may withhold contract payment until Consultant corrects the items identified in the deficient score. If inspection scores below 90% should occur more than three times, it may serve as a basis for termination of the Agreement.
2. Better 4 You Meals shall prepare daily (Monday through Friday) lunch entrees for South Pasadena Senior Center, except on City holidays as identified below. 10:30 a.m. for homebound meals, and 11:30 a.m. for meals consumed at the Senior Center except as the Senior Center Supervisor may otherwise request.
3. Better 4 You Meals will also be responsible for procuring all items, not including coffee and tea, which are necessary for food production, service and delivery. It shall assure compliance with the City's ban on expanded polystyrene (EPS) disposable food serve ware.
4. Better 4 You Meals ensure that food is prepared with consideration for sanitation and safety standards.

5. Every two months and at least 30 days prior to commencement of the two month period, Consultant shall develop and submit to City for its review and approval a season-appropriate menu with the understanding that either Party may request modification for substitutions and/or special events. Prior to submittal to City for its review, the proposed menu shall be reviewed and approved by a registered Dietician. City will provide input on holiday menu selections with advance notice. Soups should be served once per week.
6. Better 4 You Meals will provide birthday cakes the last Friday of each month. Size of the cake is determined by the number of meals served. Cake should be a sheet cake with a minimum size of at least 18" x 12"
7. Box lunches shall be provided Fridays for home delivery clients and may be requested by City for delivery the day before the below holidays.

SPECIAL ACTIVITIES

HOLIDAY SCHEDULE

The South Pasadena Senior Citizens' Center observes the following City of South Pasadena holidays:

January	New Year's Day
January	Martin Luther King, Jr. Birthday
February	President's Day
May	Memorial Day
July	Independence Day
September	Labor Day
October	Columbus Day
November	Veterans Day
November	Thanksgiving Day and Following Day
December	Christmas Day

USE OF CITY FACILITIES

City's Senior Center will not be available for food preparation. All City equipment will remain the property of the City and must not be loaned or removed from the Senior Center. No modifications or alterations may be made to the City's equipment without the written approval of the City.

Better 4 You Meals shall perform the duties which are required to ensure the safe, sanitary and legal operation of its food preparation and delivery facilities. The City

will be responsible for the overall maintenance of the Senior Center kitchen and for routine cleaning of all common areas (i.e. bathrooms, walkways).

1. Better 4 You Meals agrees to provide all personnel necessary to prepare and deliver food from its own facility.
2. The City agrees to provide all personnel necessary to prepare and serve food.
3. The City will be responsible for the clean-up and maintenance of the equipment used to serve food.
4. The City will be responsible for mopping of kitchen floors, emptying trash and removal from the Senior Center.
5. The City is responsible for the electricity, water and gas for the Senior Center.
6. The City is responsible for maintenance contracts for mechanical equipment owned by the City.
7. City staff is responsible for daily clean-up of the Senior Center kitchen.

FOOD DELIVERY

1. The City reserves the right to add or delete meal sites or designate alternate meal locations, as appropriate.
2. The City may change the days and time of delivery and service by giving Better 4 You Meals seven (7) days' advance notice.
3. The City may change the number of meals to be delivered to the meal location by notifying the Better 4 You Meals by 12:00 p.m. of the business day prior to delivery.
4. Better 4 You Meals shall deliver the meals to the Senior Center or alternate designated location by 11:00 a.m. for home delivery and 11:30a.m. for meals served, except as the parties may otherwise agree in advance.
5. Meals shall be transported to the Senior Center under appropriate packing, heating and cooling temperature requirements as meals are not made on site.
6. The City may require Better 4 You Meals to deliver food on all

holidays that food service is needed, with advance notice.

7. Meals shall be served at the Senior Center by the City and/or volunteers within one hour and a half (1 ½) hours after food has been delivered.

DELIVERY SERVICE SPECIFICATIONS

1. All food must be packaged and transported under conditions that will ensure temperature control to prevent bacterial contamination, spillage, and/or insect infestation. All hot foods should be packaged individually or in bulk containers to ensure a minimum delivery temperature of 140°F. All cold foods must be packaged to ensure a maximum delivery temperature of 40°F. All foods intended to be delivered frozen shall be packaged so as to maintain a hard frozen state until such food reaches point of delivery.

Temperature of bulk and home-delivered meals must be taken daily at the end of production/packaging and on delivery at the Senior Center by Better 4 You Meals and the City. Hot and cold foods must be placed immediately into insulated hot and cold transport equipment upon completion of packaging.

Daily written documentation of temperature logging monitoring must be kept by Better 4 You Meals and the City and will be subject to audit by the Senior Center Supervisor. The sites shall be assumed correct on shortages unless the caterer proves them wrong. All calls regarding shortages and food replacement will be communicated by the Better 4 You Meals' office.

2. Meals must be delivered in refrigerated trucks and or approved for bulk insulated containers for hot pack and cold pack. Delivery standards shall comply with applicable local health department regulations.
3. Food and supplies must be packed and handled in a sanitary manner so as to ensure absence of contamination and spillage.
4. The program may require replacement of any cold food which is received on site at above 40°F and any hot food that falls below 140°F.
5. Food shortages and/or spoiled foods which are reported to the caterer by agreed time of delivery must be replaced.
6. The Better 4 You Meals shall be responsible for cleaning and care of equipment returned to its facility each day.
7. The Better 4 You Meals shall place food in area designated by the Senior Center Supervisor.
8. Food shall be in transport no longer than 60 minutes after packing.

9. Food shall be kept in heat retaining equipment no longer than 60 minutes prior to serving.
10. Each delivery shall be accompanied by a delivery slip, in triplicate, designating number of meals and supplies delivered. The Senior Center Supervisor or designated person will sign receipt, if in order, and one copy shall be left the same.
11. Instructions shall be attached to each food product delivered indicating name of meal, location, and number of servings, size of serving, and size of utensil to be used in serving.
12. Cake, cornbread, and casserole dishes (i.e. meatloaf, lasagna, tuna noodle casserole), shall be pre-scored by Better 4 You Meals for the appropriate number of servings.
13. Better 4 You Meals shall provide home delivered meal containers in an amount not to exceed 35% of the total number of meals ordered.
14. All Better 4 You Meals delivery equipment shall be removed from the meal location by 12:30 p.m. The City is not responsible after this time.
15. Better 4 You Meals shall provide a back-up delivery system in the event of vehicle breakdown in route to the Senior Center.
16. Electrical items required to be provided herein shall have the UNDERWRITER'S LABORATORY or LOS ANGELES ELECTRICAL TESTING LABORATORY approval and meet all current OSHA and COSHA requirements, where applicable.
17. The Better 4 You Meals shall comply with all Federal, State, and local health department laws and regulations. Better 4 You Meals shall provide City with a current copy of the health certificate and any corrected deficiencies with proposal. To ensure that all regulations are followed Better 4 You Meals must have a qualified food service manager or part-time registered dietician (20 hours week) or staff who will ensure that meals are prepared in a safe and sanitary condition throughout meal service operation.

ADMINISTRATION OF STAFF

ADMINISTRATION OF FOOD PREPARATION STAFF

1. Better 4 You Meals agrees to comply with all Federal and State labor laws.

2. The Better 4 You Meals shall hire or appoint either a part-time or full time qualified Site Manager for the supervision of food services operation within its kitchen.

EXHIBIT B

Better 4 You Meals

5743 Smithway Street, Commerce, California 90040
(323)838-5555, extension: 140

**PRICE FACT SHEET
2020-2021**

<u>HOT BULK MEAL</u>	<u>COST PER MEAL</u>
Raw food/condiments, Preparation, Transportation, Sundry items, Overhead profit	
Total cost:	\$4.38

<u>BOX OR PICNIC LUNCH COST PER MEAL</u>	<u>COST PER MEAL</u>
Raw food/condiments, Preparation, Transportation, Overhead profit	
Total cost:	\$4.60

SUBCONTRACTORS:

1. There are no subcontractors assigned to this agreement.
2. All services will be provided by Better 4 You Meals.



City Council Agenda Report

ITEM NO. 10

DATE: June 17, 2020

FROM: Stephanie DeWolfe, City Manager

PREPARED BY: Shahid Abbas, Public Works Director
Julian Lee, P.E., Deputy Public Works Director
Anteneh Tesfaye, Water Operations Manager

SUBJECT: **Purchase of Carbon Media from Calgon Carbon Corporation for the Wilson Wellhead Treatment System for a Total Not-to-Exceed Amount of \$185,000**

Recommendation Action:

It is recommended that the City Council authorize the City Manager to purchase carbon media from Calgon Carbon Corporation (Calgon) for a total not-to-exceed amount of \$185,000 (\$178,130 for the bid amount and \$6,870 for contingency) for the Wilson Wellhead Treatment System.

Discussion/Analysis:

The groundwater from the Wilson wells pass through the Granular Activate Carbon (GAC) vessels of the Wilson Wellhead Treatment System and the granular active carbon media inside the GAC vessels remove 1,2,3-TCP contaminate from the groundwater. The removal of the 1,2,3-TCP contaminate allows the water to be safe to drink for the customers. In order to comply with the operational guidelines of the State Water Resources Control Board Division of Drinking Water (SWRCB-DDW) and continue to effectively operate the Wilson Wellhead Treatment System, the replacement of the carbon media is essential and warranted.

The first half of the media replacement was approved by the City Council on September 18, 2019 and was replaced in November of 2019. The analysis of the first half of the spent media revealed the presence of mercury, a naturally-occurring chemical element found in rock in the earth's crust. The level of mercury found in the groundwater is substantially below the state and federal standards. However, the mercury level in the spent GAC media exceeded the regeneration process and subsequently had to be disposed at an authorized waste landfill. The new carbon media will allow the continued safe water supply from the Wilson wells and comply with SWRCB-DDW's contamination mitigation guidelines.

Finally, the purchase of the GAC media is critical for the continual operation of the Wilson wells which will reduce the City's purchase of surface water from Metropolitan Water District of Southern California (MWD) at a significantly higher rate and avoid water discoloration due to

Purchase of Carbon Media from Calgon Carbon Corporation
for the Wilson Wellhead Treatment System
June 17, 2020
Page 2 of 2

MWD water in the City water system. This purchase qualifies for sole source purchase exemption from the Public Contracts Code pursuant to SPMC § 2.99-37(a)(3).

Background:

The Wilson Wellhead Treatment project was completed in March of 2019 with the City Council approving the notice of completion on April 17, 2019. The state of the art facility of the Wilson Wellhead Treatment System project consists of a Granular Activate Carbon (GAC) wellhead treatment system with eight 20,000 lbs vessels, providing not only a permanent compliance with the State Water Resources Control Board (SWRCB) 1,2,3,-Trichloropropane (1,2,3-TCP) regulation but also exceeding the water quality guidelines.

Legal Review

The City Attorney has reviewed this item.

Fiscal Impact

The Fiscal Year (FY) 2019-20 Budget adopted by the City Council includes funding for the purchase of the carbon media in Water Production Contract Services Account No. 500-6010-6711-8180.

Environmental Analysis

This item is exempt from any California Environmental Quality Act (CEQA) analysis based on State CEQA Guidelines Section 15301 Existing Facilities.

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. Calgon Carbon Proposal
2. SWRCB Resolution No. 2017-0042

ATTACHMENT 1
Calgon Carbon Proposal



June 4, 2020

Quote: 00002469r1

South Pasadena city of, CA

Dear Mr. Tesfaye ,

Thank you for your interest in the products and services of Calgon Carbon Corporation. We are pleased to respond to your request for quotation.

Product/Packaging: FILTRASORB 400 - BULK
Price: 1.36 USD
Quantity: 80000.00 LBS
Total Price: \$108,800.00 USD

Product/Packaging: Field Service
Price: 48622.00 USD
Quantity: 1.00
Total Price: \$48,622.00 USD

Product/Packaging: Freight
Price: 9556.00 USD
Quantity: 1.00
Total Price: \$9,556.00 USD

INCOTerm: 13 - Prepaid Shipping & Handling

PAYMENT TERMS: Net30

Sales Tax (10.25%) of the carbon: \$11,152

GRAND TOTAL: \$178,130.00 USD

This quote does not include any applicable taxes. Standard lead time is 7-10 business days after receipt of a purchase order.

CARBON ACCEPTANCE FEE: This does not apply for any impregnated activated carbons.

We are required by our operating permits to sample and analyze all spent carbons prior to their initial shipment to ensure a safe and environmentally friendly reactivation process. Each approval is then required to be revalidated through submittal of a new profile and sample for testing at a frequency of not less than once every five years. The standard fees for initial approval and project revalidation are as follows:

Non-Hazardous Reactivation Testing Fee (Vapor Phase) 800.00 USD
Non-Hazardous Reactivation Testing Fee (Liquid Phase) 1,000.00 USD
RCRA Hazardous Reactivation Testing Fee (Vapor Phase) 1,000.00 USD
RCRA Hazardous Reactivation Testing Fee (Liquid Phase) 1,200.00 USD

Additional analyses may also be required for acceptance of spent carbons from certain applications (e.g., wood treating applications, DBCP or PCB treatment, TCLP analysis, metals testing, etc).

Contact your Technical Sales Representative or the Carbon Acceptance Department for current pricing.

Carbon Acceptance testing will take approximately 3-4 weeks once the sample and paperwork are received by Calgon Carbon Corporation.

SPENT CARBON HANDLING: The Fees listed above include handling of all spent carbon generated in the treatment application provided: 1) the spent carbon satisfies all spent carbon acceptance criteria established by Calgon Carbon; 2) the spent carbon is classified non hazardous as defined under the Federal Resource Conservation and Recovery Act (RCRA). If it is subsequently determined that the spent carbon generated is a Hazardous Waste as defined by RCRA, then the return of the spent carbon will be subject to a RCRA Spent Carbon Reactivation Fee in the amount of TWENTY-FIVE CENTS (.25 USD) for each pound of spent carbon returned on a dry weight basis. The Fee will be determined at the time an order is placed for exchange of Activated Carbon or at the time a return of spent carbon is scheduled if purchase of replacement Activated Carbon is not required.

Quote is valid until July 4, 2020

Shipment must take place within 90 days after receipt of a purchase order.

Pricing beyond the terms stated above is subject to change. Calgon Carbon Corporation Terms and Conditions apply.

If you would like to proceed with this offer, please email or fax a purchase order or credit card information to customer relations at 412-787-6323 or customerrelations@calgoncarbon-us.com. **Be sure to include your shipping address, delivery date, and reference the above quotation number on your purchase order.** Please contact me with any additional questions.

Sincerely,

Timothy Brekke
Senior Technical Sales Representative

Terms and Conditions for the Sale of Carbon (the "Terms and Conditions")

1) DEFINITIONS:

- (a) Seller: Calgon Carbon Corporation, a Delaware corporation
- (b) Buyer: The buyer named in the Documentation
- (c) Documentation: The Proposal, Confirmation or Acknowledgement, as applicable, for the sale of the Products to which these Terms and Conditions are attached
- (d) Carbon: Any carbon sold pursuant to the terms of the Documentation
- (e) Products: The Carbon and service, collectively, described in the Documentation
- (f) Agreement: The Documentation, these Terms and Conditions and any attachments referenced in the Documentation

2) GENERAL: Seller hereby offers for sale to Buyer the Products on the express condition that Buyer agrees to accept and be bound by the terms and conditions set forth herein. To the extent of a conflict between these Terms and Conditions and the express terms set forth in the Documentation, the terms set forth in the Documentation shall control. Any provisions contained in any document issued by Buyer are expressly rejected and if the terms and conditions set forth herein differ from the terms in any document issued by Buyer, this document shall be construed as a counter offer and shall not be effective as an acceptance of Buyer's document. In ordering and delivery of the Products, the parties may employ their standard forms; provided, however, that nothing in those forms shall be construed to modify or amend the terms of this Agreement. In the event of a conflict between this Agreement and either party's standard forms, this Agreement shall govern.

1st of such calendar year by the annual percentage change in the combined average of two Producer Price Indices, as published by the United States Department of Labor:

- (i) Producer Price Index of other Petroleum and Coal Products Manufacturing, and
- (ii) Producer Price Index of Basic Organic Chemicals.

The percent adjustment shall be calculated by taking the percent difference for each index during the twelve month period from January 1st through December 31st of the last completed calendar year as compared to the twelve month period from January 1st through December 31st of the calendar year immediately preceding the last completed calendar year. These two percentages will then be averaged for calculating the final percent adjustment to which all U.S. manufactured materials will be subject. Fees covered by this Agreement will, at no time during the contract period, be reduced.

3) PRICE AND PAYMENT: The price shall be as stated in the Documentation, subject to these Terms and Conditions and other terms and conditions as may be stated in the Documentation. Unless otherwise stated in the Documentation:

- (a) The price is exclusive of any taxes, tariff, and duties of any kind which either party may be required to pay with respect to the sale of goods described in the Documentation, and Buyer shall be responsible for the payment of all taxes, tariffs and duties related hereto, except for income taxes imposed on Seller;
- (b) Sales Tax will be added to the price based upon the Product destination unless tax exemption or direct pay documentation is provided;
- (c) Products will be billed for at the time of delivery; and
- (d) Payment terms shall be net thirty (30) days, or net forty-five (45) days if paid by Electronic Funds Transfer (EFT). A late payment fee of 1.25% per month, or the highest lawful rate, whichever is less, will apply to all amounts past due, and will be prorated per day. Retainage may only be applied on the final invoice.

5) SALE AND DELIVERY: Sale terms and pricing, unless otherwise specified in the Documentation, are F.O.B. Seller's point of shipment (INCOTERMS 2010). If freight is to be prepaid by Seller and added to the amount due, Seller shall add up to a twenty-five percent (25%) surcharge to the freight charges. Seller will have the right, at its election, to make partial shipments of the Products and to invoice each shipment separately. Seller reserves the right to stop delivery of any Product in transit and to withhold shipments in whole or in part if Buyer fails to make any payment to Seller when due or otherwise fails to perform its obligations hereunder or under any other outstanding payment obligations of Buyer to Seller, whether related to the Documentation or otherwise.

4) PRICING CONDITIONS:

- (a) Pricing Limitations: Unless otherwise indicated within the Documentation, all pricing quoted in connection with the Documentation is valid for purchase for a sixty (60) day period beginning with the date of the Documentation.
- (b) Pricing Escalations: If this Agreement shall continue into the next calendar year, the fees payable pursuant hereto will be adjusted on January

6) TITLE AND RISK OF LOSS: Notwithstanding the trade terms indicated above and subject to Seller's right to stop delivery of any Product in transit pursuant to Section 5 above, title to and risk of loss of the Products will pass to Buyer upon delivery of the Products by Seller to the carrier at Seller's point of shipment. Notwithstanding the foregoing or the provisions of the UCC or INCOTERMS, title to the goods, and all accessions to or products of the goods, shall remain with Seller until the later of (a) payment in full of the purchase price and of other amounts owing by Buyer and (b) delivery to Buyer, if Buyer is located outside the United States.

7) AVAILABILITY: Shipment dates (and delivery and installation dates if included in the scope of work description in the Documentation) are not guaranteed, and Seller will not be liable for any loss or damage resulting from any delay in delivery or failure to deliver which is due to any cause beyond Seller's reasonable control. In the event of a delay due to any cause beyond Seller's reasonable control, Seller reserves the right to reschedule the shipment within a reasonable period of time, and Buyer will not be entitled to refuse delivery or otherwise be relieved of any obligations as the result of such delay. If any delivery is delayed for more than thirty (30) days beyond the originally scheduled delivery date and such delay is caused by Buyer, Buyer will be subject to storage charges from the scheduled shipment date of two percent (2%) of the sale price per month; and such storage charge shall be due monthly on the first day of each month. Storage by Seller shall be at Buyer's risk and expense.

8) PERMITS, LICENSES AND FEES: Buyer shall be responsible, at its sole expense, for all environmental permits, applications, regulatory approvals, and other permits or licenses that may be required for installation and/or operation of the Products.

9) INSPECTION: Buyer shall have the right to inspect the Products delivered under this Agreement and agrees promptly to notify Seller of any nonconformity, defective condition or breach of warranty, and unless Buyer gives prompt written notice to Seller of such breach of warranty, Buyer's rights and remedies under this Agreement shall be deemed to have been waived. No claim for breach of warranty may be made by Buyer more than ninety (90) days after date of delivery of such Product to Buyer hereunder.

10) TERMINATION: Seller may cancel this Agreement if any of the following occurs: (a) Buyer becomes insolvent; (b) Buyer ceases to conduct its operations in the normal course of business; (c) Buyer is unable to meet its obligations as they mature, or admit in writing such inability or fails to provide adequate assurances of its ability to perform its obligations hereunder; (d) Buyer files a voluntary petition in bankruptcy; (e) Buyer suffers the filing of an involuntary petition in bankruptcy and the same is not dismissed within thirty (30) days after filing; (f) a receiver, custodian or trustee is appointed for Buyer or for a substantial part of its property; (g) Buyer fails to make payment on the terms and within the time specified in this Agreement, or breaches any other obligations under this Agreement; or (h) Buyer executes an assignment for the benefit of its creditors. In the event of such cancellation, Seller shall have all rights and remedies set forth in the UCC of any applicable jurisdiction and all other remedies available at law or in equity. The following provisions shall survive termination or expiration of this Agreement: Sections 2 (General), 10 (Termination), 11 (Limited Warranties), 12 (Limitation of Liability), 14 (Export Controls), 15 (Confidentiality), 18 (Applicable Law and Jurisdiction), 19 (Miscellaneous) and 20 (Entire Agreement).

the Documentation, Seller warrants that all Products provided under this Agreement shall conform to the specifications for such Products for the warranty period as published by Seller from time to time during the term of this Agreement. Seller shall correct any failure to conform to either of the applicable foregoing warranties of which it is notified in writing prior to ninety (90) days after the date of delivery of the allegedly non-conforming Products by replacement of product or reperformance of services. Any Product removed in connection with such replacement may be reactivated or disposed of at Seller's sole discretion.

THE OBLIGATIONS CREATED BY THIS WARRANTY STATEMENT TO REPLACE A DEFECTIVE PRODUCT OR TO PROVIDE CORRECTIVE SERVICES SHALL BE THE SOLE REMEDY OF BUYER IN THE EVENT OF A DEFECTIVE PRODUCT OR SERVICE. THERE ARE NO WARRANTIES MADE WITH REGARD TO THE GOODS OR SERVICES TO BE PROVIDED PURSUANT TO THIS AGREEMENT OTHER THAN THOSE CONTAINED HEREIN. ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, ARE HEREBY DISCLAIMED, INCLUDING, WITHOUT LIMITATION THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ALL WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE. SELLER DOES NOT WARRANT THAT THE PRODUCTS ARE ERROR-FREE OR WILL ACCOMPLISH ANY PARTICULAR RESULT. ANY ADVICE OR ASSISTANCE FURNISHED BY SELLER IN RELATION TO THE PRODUCTS SHALL NOT GIVE RISE TO ANY WARRANTY OR GUARANTEE OF ANY KIND, AND SHALL NOT CONSTITUTE A WAIVER BY SELLER OF ANY PROVISIONS OF THIS AGREEMENT, UNLESS OTHERWISE AGREED TO IN WRITING. The sale of any Product pursuant to this Agreement does not include any license, express or implied, to practice any intellectual property owned or licensed by Seller. As such, Buyer agrees not to use the purchased Product for any patented use not set forth expressly in this Agreement, absent a separate license from the holder of such patent. Additionally, the Buyer agrees not to resell or sublicense the use of purchased Product for any use not expressly granted hereunder. **The sale of any Product pursuant to this Agreement does not grant any license, express or implied, by estoppel or otherwise, to any third party intellectual property including any combination, machine, or process in which Product may be used. Buyer agrees not to use, resell, or sublicense Product in a manner that would infringe the intellectual property rights of a third party, without first obtaining, at Buyer's expense, any necessary licenses.** Any indemnification obligations of the parties do not apply to any use of the Products.

12) LIMITATION OF LIABILITY: Notwithstanding any provision to the contrary herein, the parties hereto agree that in no event shall either party be liable to the other party for any indirect, special, consequential, incidental or punitive damages, or lost profits,

as a result of a breach of any provision of this Agreement or for any other claim of any kind arising out of or relating to this Agreement, whether in contract, in tort or otherwise. Notwithstanding any provision to the contrary herein, for all losses, damages, liabilities or expenses (including attorney's fees and costs), whether for indemnity or negligence, including errors, omissions or other acts, or willful misconduct, or based in contract, warranty (including any costs and fees for repairing, replacing or re-performing services or curing a breach hereof), or for any other cause of action (individually, a "Claim"; collectively, "Claims"), Seller's liability, including the liability of its insurers, employees, agents, directors, and officers and all other persons for whom Seller is legally responsible, shall not, to the maximum extent permitted by law, exceed in the cumulative aggregate with respect to all Claims arising out of or related to this Agreement, the lesser of (a) the total amount of compensation paid to Seller hereunder, and (b) One Million Dollars (\$1,000,000). All Claims of whatsoever nature shall be deemed waived unless made in writing within ninety (90) days of the occurrence giving rise to the Claim. Moreover, any failure of Buyer to notify Seller of unsatisfactory operation or any improper or unauthorized installation, maintenance, use, repair, or adjustment shall relieve Seller of any further responsibilities hereunder.

13) FORCE MAJEURE: Notwithstanding any provision to the contrary herein, Seller shall have no liability to Buyer or its affiliates, and shall have the right to suspend performance (including, without limitation, shipments) hereunder, in the event of war, riot, terrorism, accident, explosion, sabotage, flood, acts of God, fire, court order, strike, labor disturbance, work stoppage, national defense requirements, act of governmental authority, extraordinary failure of equipment or apparatus, inability to obtain electricity or other type of energy, raw material, labor, equipment or transportation, or other causes beyond Seller's reasonable control. It is understood and agreed that settlement of strikes, lockouts and other labor disputes shall be entirely within the discretion of Seller and that nothing in this Agreement shall require the settlement of strikes, lockouts and labor disputes when such course is inadvisable in the sole discretion of Seller.

14) EXPORT CONTROLS: Buyer acknowledges that the Products and related technology are subject to U.S. export controls and economic sanctions, which may include the International Traffic in Arms Regulations (ITAR), the Export Administration Regulations (EAR) and regulations promulgated by the U.S. Department of the Treasury Office of Foreign Assets Control (OFAC). Buyer further acknowledges that the reexport of the Products and/or related technology to a third country or retransfer to an unapproved end user may require a license or other authorization from the Government of the United States. Such licenses or other authorizations

may impose further restrictions on the reexport or retransfer of the Products and/or related technology. U.S. law also restricts the reexport or retransfer of U.S.-origin goods, technology, or services to countries or persons subject to U.S. sanctions or embargoes. Buyer represents and warrants that it is in compliance with and agrees to comply with all such applicable export control and economic sanctions laws and regulations. It is the sole responsibility of Buyer to apply for and obtain any necessary licenses or other authorizations prior to any reexport or retransfer of the Products and/or related technology. Seller makes no warranty that any such licenses or other authorizations will be granted, and shall have no liability for Buyer's inability to obtain such licenses or other authorization or for any violation by Buyer of any applicable export control and/or economic sanctions laws and regulations. Buyer will indemnify Seller and hold it harmless from any liability resulting from Buyer's violation of this provision or applicable export laws or regulations. Notwithstanding any other provision in this Agreement, Seller shall have the right to terminate this Agreement immediately upon the determination by Seller, in Seller's sole discretion, that Buyer has breached, intends to breach, or insists upon breaching any of the provisions in the above clauses.

15) CONFIDENTIALITY: Other than in the performance of the terms of this Agreement, neither Buyer nor its agents, employees, or subcontractors shall use or disclose to any person or entity any confidential information of Seller (whether written, oral, electronic or other form) that is obtained or otherwise prepared or discovered in connection with this Agreement. Buyer agrees that all pricing, discounts, design drawings and technical information that Seller provides to Buyer are the confidential and proprietary information of Seller, whether or not otherwise identified as such. The obligations under this section continue perpetually and survive the termination or expiration of any underlying agreement between the parties. The provisions of this section relating to use and disclosure shall not apply to any information that: (a) is or becomes generally available to the public other than as a result of a disclosure by Buyer under this Agreement; (b) becomes available to Buyer from a source other than Seller without breach of any obligation of confidentiality; (c) was independently developed by Buyer without violation of Seller's rights and without reference to the confidential information, as evidenced by written records, maintained in the ordinary course of business by Buyer; (d) is used or disclosed with the prior written approval of Seller; (e) is information previously known to Buyer as evidenced by written records maintained by Buyer in the ordinary course of business, and not otherwise subject to any confidentiality restrictions; or (f) Buyer becomes legally compelled (by oral questions, interrogatories, requests for information or documents, subpoenas, investigative demands or similar process) to disclose. If Buyer becomes legally compelled (by oral questions, interrogatories, requests for information or documents, subpoenas, investigative demands or similar process) to disclose any of the confidential information, Buyer shall provide Seller with prompt written notice so that Seller may seek a protective order or other appropriate remedy or

waive compliance with the provisions of this Agreement. If such protective order or other remedy is not obtained, or if Seller waives compliance with the provisions of this Agreement, Buyer shall furnish only that portion of the confidential information which Buyer is legally required to disclose and shall exercise its reasonable efforts to obtain reliable assurance that confidential treatment shall be accorded the confidential information. Buyer shall not undertake any qualitative or quantitative analysis, reverse engineering or replication of any of Seller's products, samples or prototypes without Seller's specific written authorization.

16) MODIFICATION OF PROVISIONS: This Agreement cannot be modified except by agreement in writing signed by Seller.

17) MANAGEMENT OF CHANGE: Seller is constantly striving to improve its products and capabilities and to provide the best product to its customers. Seller may from time to time develop product improvements or alterations with respect to the Products hereunder (the "Product Improvements"), and Seller may implement such Product Improvements without notice to Buyer so long as the performance of the Products will not be materially diminished, as determined in Seller's sole discretion, and so long as Seller has not separately agreed in writing to provide such notification to Buyer. In the event that Seller has agreed in writing to provide notice of Product Improvements to Buyer (the "Notice"), then Seller shall provide such Notice in accordance with the terms set forth in the separate writing.

18) APPLICABLE LAW AND JURISDICTION: This Agreement shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania, without regard to its conflict of law principles. The UN Convention on Contracts for the International Sale of Goods shall not apply to the transaction(s) represented hereby. The parties consent and submit to the exclusive jurisdiction and service of process of any state or federal court located in Allegheny County, Pennsylvania.

19) MISCELLANEOUS:

(a) Neither party may assign this Agreement, including without limitation any of its rights or obligations hereunder, without the express written consent of the other party hereto; provided that Seller may, without Buyer's consent (i) assign this Agreement, including without limitation any of its rights or obligations hereunder, to any of its parents, subsidiaries or affiliates or to any third party which merges with Seller or acquires all or substantially all of its business and assets or a substantial part of its assets or business relating to the Products and (ii) use subcontractors (for which Seller shall be responsible).

(b) In the event of any legal proceeding between Seller and Buyer relating to this Agreement, neither party may claim the right to a trial by jury, and both parties waive any right they may have under applicable law or otherwise to a trial by jury.

(c) In the event that any one or more provisions (or portions thereof) contained herein shall be held by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions (or portions thereof) contained herein shall remain in full force and effect, unless the revision materially changes the bargain.

(d) Seller's failure to enforce, or Seller's waiver of a breach of, any provision contained in this Agreement shall not constitute a waiver of any other breach or of such provision.

(e) Seller reserves the right to correct clerical, arithmetical, or stenographic errors or omissions in this Agreement, quotations, order acknowledgments, invoices or other documents.

(f) Any notice or communication required or permitted hereunder shall be in writing and shall be deemed received when personally delivered or three (3) business days after being sent by certified mail, postage prepaid, to a party at the address specified in this Agreement, or at such other address as either party may from time to time designate to the other.

(g) Buyer agrees that it will not use Seller's name(s), logo(s) or mark(s) in any public communication or press release, or for any other marketing or promotional purpose, without Seller's prior written consent.

(h) Terms used in this Agreement which are not defined herein and which are defined by the Uniform Commercial Code of the Commonwealth of Pennsylvania shall have the meanings contained therein.

20) ENTIRE AGREEMENT: With respect to the subject matter hereof, this Agreement constitutes the complete and exclusive statement of the contract between Seller and Buyer. No waiver, consent, modification, amendment or change of the terms contained in this Agreement shall be binding unless made in writing and signed by Seller and Buyer. Seller's failure to object to terms contained in any subsequent communication from Buyer (whether in a purchase order or other communication) will not be a waiver or modification of the terms set forth herein.

ATTACHMENT 2
SWRCB Resolution No. 2017-0042

**STATE WATER RESOURCES CONTROL BOARD
RESOLUTION NO. 2017-0042**

**ADOPTING THE PROPOSED REGULATIONS FOR A 1,2,3-TRICHLOROPROPANE
(1,2,3-TCP) MAXIMUM CONTAMINANT LEVEL (MCL) OF 5 PARTS PER TRILLION**

WHEREAS:

1. All public water systems are subject to regulations adopted by the State Water Resources Control Board (State Water Board) under the California Safe Drinking Water Act (Health & Safety Code, div. 104, pt. 12, ch. 4, §116270 et seq.);
2. The State Water Board is responsible for adopting primary drinking water standards, which include Maximum Contaminant Levels (MCLs);
3. Health & Safety Code section 116365 requires the State Water Board to set the MCL as close to the Office of Environmental Health Hazard Assessment (OEHHA)-published public health goal (PHG) as is technologically and economically feasible, placing primary emphasis on the protection of public health;
4. In 2009, OEHHA established a PHG for 1,2,3-Trichloropropane (1,2,3-TCP) of 0.7 parts per trillion (ppt) that is based on cancer risk;
5. On March 3, 2017, the State Water Board published a notice of proposed rulemaking pursuant to the requirements of the California Administrative Procedure Act (APA), initiating the mandatory 45-day public comment period, which ran from March 4 through April 21, 2017. Concurrently, the State Water Board released a Notice of Intent to adopt an Initial Study/Mitigated Negative Declaration (IS/MND) for public comment (SCH# 2017032015) pursuant to the California Environmental Quality Act (CEQA);
6. The State Water Board held a public hearing on April 19, 2017. The purpose and intent of the public comment period and public hearing was to receive verbal and written comments from the public on the proposed regulations in accordance with the APA;
7. Following the conclusion of the public comment period on April 21, 2017, State Water Board staff compiled, reviewed, and prepared draft responses to every comment received during the comment period in a "Draft Initial Response to Comments" table that was made available to the public;
8. Following the conclusion of the public comment period on April 21, 2017, State Water Board staff has compiled, reviewed, and responded to every comment received during the comment period;
9. Based on the staff evaluation, none of the public comments resulted in modifications to the proposed regulations or the IS/MND, and no additional public comment period was required under the APA or CEQA;
10. The IS/MND reflects the State Water Board's independent judgment and analysis. After considering the document and comments received during the public review process, the State Water Board hereby determines that the proposed project, with the mitigation measures described therein, will not have a significant effect on the environment. The documents or other material, which constitute the record, are located at the State Water Board;

11. Minor modifications to the Initial Statement of Reasons (ISOR) and final responses to all comments that were received during the public comment period will be prepared to conform to action taken at the board meeting and contained in the Final Statement of Reasons (FSOR), and submitted to the Office of Administrative Law (OAL) as part of the regulations package;
12. All elements of the regulatory package are posted on the program webpage at: http://www.waterboards.ca.gov/drinking_water/certlic/drinkingwater/123TCP_SBDDW-17-001.shtml; and
13. Written comments received during the public comment period are available at: https://www.waterboards.ca.gov/public_notices/comments/trichloropropane/.

THEREFORE BE IT RESOLVED THAT:

1. The State Water Board adopts the [IS/MND](#) for the proposed regulations, and will include as a condition in the amended permits to drinking water systems mitigation measures necessary to reduce or eliminate significant impacts on the environment. The State Water Board directs staff to file a Notice of Determination within five days from the issuance of this resolution;
2. The State Water Board adopts the [proposed regulations](#) for a 1,2,3-TCP MCL of 5 ppt, which will make modifications to Title 22, California Code of Regulations, Sections 64444, 64445, 64445.1, 64447.4, 64465, and 64481;
3. The State Water Board Executive Director shall sign Form 400 and State Water Board staff shall submit the adopted regulations to OAL for filing with the Secretary of State; and
4. If, prior to OAL filing the regulations with the Secretary of State, State Water Board staff, the State Water Board, or OAL staff determine that non-substantive corrections to the language of the regulations or supporting documentation are needed for clarity or consistency, the State Water Board Executive Director may make such changes.

CERTIFICATION

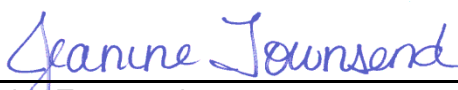
The undersigned Clerk to the Board does hereby certify that the foregoing is a full, true, and correct copy of a resolution duly and regularly adopted at a meeting of the State Water Resources Control Board held on July 18, 2017.

AYE: Chair Felicia Marcus
 Vice Chair Steven Moore
 Board Member Tam M. Doduc
 Board Member Dorene D'Adamo
 Board Member E. Joaquin Esquivel

NAY: None

ABSENT: None

ABSTAIN: None



 Jeanine Townsend
 Clerk to the Board



City Council Agenda Report

ITEM NO. 11

DATE: June 17, 2020

FROM: Stephanie DeWolfe, City Manager

PREPARED BY: Shahid Abbas, Public Works Director
Garrett Crawford, Public Works Operations Manager

SUBJECT: **Approve an Agreement with Empire Pipe Cleaning and Equipment Inc. for 2020 Sewer System Closed Circuit Television Inspection and Cleaning Project in an Amount Not-to-Exceed \$502,920**

Recommended Action

It is recommended that the City Council:

1. Accept a bid dated May 14, 2020 from Empire Pipe Cleaning and Equipment Inc. for the 2020 Sewer System Closed Circuit Television (CCTV) Inspection and Cleaning Project (Project);
2. Authorize the City Manager to enter into an agreement with Empire Pipe Cleaning and Equipment Inc., for a bid amount of \$457,200;
3. Authorized a construction contingency ten percent in the amount of \$45,720 for a total amount of \$502,920; and
4. Authorize a budget amendment to transfer \$502,920 from the Sewer Fund reserve to Sewer Account No. 210-9000-9000-9010-000

Discussion/Analysis

On January 1, 2020, the City of South Pasadena approved a contract award to Carollo Engineers Inc. to complete the Integrated Water and Wastewater Management Plan (IWWMP). As part of the IWWMP, the Consultant will be developing a comprehensive multi-year capital improvement program for the sewer system improvements. Between 2014 and 2017, the City rehabilitated approximately 60% of the collection system as part of a two-phase sewer rehabilitation project. To prioritize capital improvements for the City's sewer system moving forward, updated sewer videos and condition assessments are required. The Consultant will utilize this data to assess the existing condition of sewer system and suggest necessary improvements to be included in IWWMP.

In compliance with the South Pasadena Municipal Code (SPMC), the Project was advertised for bids on the City's website and in the South Pasadena Review in April 2020. Subsequently, the City received the following six proposals:

Contractor	Total Bid Amount
Empire Pipe Cleaning and Equipment, Inc.	\$457,200
Tunnel Works	\$455,756
NorCal	\$529,610
National Plant	\$614,606
ProPipe	\$727,613
Downstream	Incomplete Proposal

Empire Pipe Cleaning and Equipment Inc. (Empire) submitted the most qualified responsive bid. Empire was selected based on vast experience with longevity, optimal construction scheduling accommodating the City's need and cost. To verify the quality of the work, staff checked the contractor's references and found their work performances to be satisfactory. Empire proposal did not reflect the lowest cost, however since they were the most qualified proposer, the City negotiated their price down from \$492,200 to \$457,200. Based on their experience, references, and cost, Staff's recommendation is to award the Project to Empire. The expected Project completion is 100 working days.

Background

The City's sewer collection system consists of approximately 306,240 linear feet (58 miles) of sewer pipelines. Of the pipelines, nearly 90% are 8-inch diameter vitrified clay pipe (VCP), and the balance are of various sizes up to 16-inches. The City has a lift station at the Arroyo South Park restrooms installed approximately ten years ago, a lift station at the Mission Meridian Parking Garage installed in 2003, as well as a lift station and force main at the Arroyo Seco Golf Course installed in July 2016. The City presently does not own or operate any pump stations or treatment facilities.

Between 2008 and 2012, the City conducted a system-wide CCTV inspection of the sewer network, identified defects, and prioritized improvements based on condition ratings. Starting in 2013, these results were prioritized, and improvements were designed into a multi-phase sewer system rehabilitation plan. Between 2014 and 2017, the City rehabilitated approximately 60% of the collection system. Specifically, 173,860 linear feet (33 miles) were rehabilitated with trenchless cured-in-place-pipe (CIPP) technology and spot repairs; and 5,988 linear feet (1.13 miles) were replaced by open trench construction. As part of this effort, the City had also acquired as-built information and digital files, which contain detailed pipeline information (e.g., length, diameter, slope, material, condition, etc.).

Prior to the rehabilitation effort, the City's collection system was generally between 60 to 90 years old. The City also had experienced some sewer overflows due to sewer defects and root intrusion. Today, the City's system is performing satisfactorily; however, the City desires to modernize its tools and employ a more systematic approach to maintaining its sewer system.

Agreement with Empire Pipe Cleaning and Equipment, Inc.

June 17, 2020

Page 3 of 3

Legal Review

The City Attorney has reviewed this item.

Fiscal Impact

This Project is not included in the current capital improvement plan budget; however, there is sufficient funding in the Sewer reserve fund to be transferred to the Sewer fund Account No. 210-9000-9000-9010-000 to fund the Project. No General Fund funding is required for this Project. The results of the IWWMP sewer improvements will be prioritized into future capital improvement plans. The Sewer fund can only be utilized for the operation and maintenance of the sewer system.

Environmental Analysis

This Project is exempt from any California Environmental Quality Act (CEQA) analysis based on State CEQA Guidelines Section requirements under Section 21084 of the Public Resources Code, in accordance with Article 19, Section 15301, Class (1) "existing facilities."

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: Agreement with Empire

ATTACHMENT 1
Empire Pipe Cleaning and Equipment Inc.
Maintenance Agreement

**MAINTENANCE AGREEMENT
Providing Payment of Prevailing Wages**

(City of South Pasadena / Empire Pipe Cleaning and Equipment Inc.)

1. IDENTIFICATION

This CONSTRUCTION SERVICES AGREEMENT (“Agreement”) is entered into by and between the City of South Pasadena, a California municipal corporation (“City”), and Empire Pipe Cleaning and Equipment Inc. (“Contractor”).

2. RECITALS

- 2.1. City has determined that it requires the following construction services from a contractor: Citywide sewer closed circuit television (CCTV) inspection and cleaning.
- 2.2. Contractor 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. Contractor 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.

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

3. DEFINITIONS

- 3.1. “Scope of Services”: Such professional services as are set forth in Contractor’s May 14, 2020, proposal to City attached hereto as Exhibit A, as well as the plans for the project attached hereto as Exhibit B, both of which are incorporated herein by this reference.
- 3.2. “Agreement Administrator”: The Agreement Administrator for this project is Shahid Abbas, Public Works Director. The Agreement Administrator shall be the principal point of contact at the City for this project. All services under this Agreement shall be performed at the request of the Agreement Administrator. The Agreement Administrator will establish the timetable for completion of services and any interim milestones. City reserves the right to change this designation upon written notice to Contractor
- 3.3. “Maximum Amount”: The highest total compensation and costs payable to Contractor by City under this Agreement. The Maximum Amount under this Agreement is Five hundred two thousand two hundred Dollars (\$457,200) attached hereto as Exhibit C, Cost Breakdown, which is incorporated herein by this reference.
- 3.4. “Commencement Date”: June 17, 2020.

3.5. "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 15 ("Termination") below.

5. CONTRACTOR'S DUTIES

- 5.1. **Services.** Contractor 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, Contractor shall coordinate all contact with City through its Agreement Administrator.
- 5.3. **Budgetary Notification.** Contractor shall notify the Agreement Administrator, in writing, when fees and expenses incurred under this Agreement have reached eighty percent (80%) of the Maximum Amount. Contractor shall concurrently inform the Agreement Administrator, in writing, of Contractor'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.** Contractor shall obtain and maintain in force a City business license for the duration of this Agreement.
- 5.5. **Professional Standards.** Contractor shall perform all work to the highest standards of Contractor's profession and in a manner reasonably satisfactory to City. Contractor 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. **Appropriate Personnel.** Contractor 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 Contractor or under its supervision or by subcontractor(s) of Contractor, and all personnel engaged in the work shall be qualified to perform such services. Garrett Crawford, Public Works Operations Manager, shall be Contractor's project administrator and shall have direct responsibility for management of Contractor's performance under this Agreement. No change shall be made in Contractor's project administrator without City's prior written consent.

- 5.7. Prevailing Wages.** This Agreement is subject to the prevailing wage law as more fully set forth in Section 8 (Labor Code), for all work performed under this Agreement for which the payment of prevailing wages is required under the California Labor Code. In particular, Contractor acknowledges that prevailing wage determinations are available for work performed under this Agreement.
- 5.8. Permits and Approvals.** Contractor shall obtain, at its sole cost and expense, all permits and regulatory approvals necessary, if any, for Contractor's performance of this Agreement including, but not limited to, professional licenses and permits.
- 5.9. Notification of Organizational Changes.** Contractor shall notify the Agreement Administrator, in writing, of any change in name, ownership or control of Contractor's firm or of any subcontractor. Change of ownership or control of Contractor's firm may require an amendment to this Agreement.
- 5.10. Records.** Contractor 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 Contractor 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 AND ASSIGNMENT

- 6.1. General Prohibition On Assignment.** This Agreement covers services of a specific and unique nature. Except as otherwise provided herein, Contractor shall not assign or transfer its interest in this Agreement or subcontract any services to be performed without amending this Agreement.
- 6.2. Contractor Responsible.** Contractor shall be responsible to City for all services to be performed under this Agreement.
- 6.3. Subcontracting.** Contractor shall not subcontract any portion of the performance contemplated and provided for herein unless (1) such subcontracting is specifically described in the proposal attached hereto or (2) the City provides prior written approval. In any event, Contractor shall supervise all work subcontracted by Contractor in performing the services described in the Scope of Services and shall be responsible for all work performed by a subcontractor as if Contractor itself had performed such work. The subcontracting of any work shall not relieve Contractor from any of its obligations

under this Agreement with respect to the services described in the Scope of Services. Contractor is obligated to ensure that any and all subcontractors performing any services under this Agreement shall be fully insured in all respects and to the same extent as set forth under Section 13 (Insurance), to City's satisfaction.

- 6.4. Compensation for Subcontractors.** Contractor 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 Contractor for the services provided under this Agreement, and Contractor agrees to accept payment, the Maximum Amount in full satisfaction for such services. Compensation shall not exceed the Maximum Amount. Contractor shall not be reimbursed for any expenses unless provided for in this Agreement or authorized in writing by City in advance.
- 7.2. Invoices.** Contractor 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. Contractor shall include a copy of each subcontractor invoice, if any, for which reimbursement is sought in the invoice.
- 7.3. Taxes.** City shall not withhold applicable taxes or other payroll deductions from payments made to Contractor except as otherwise required by law. Contractor 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 Contractor.

8. LABOR CODE

- 8.1. Prevailing Wage Law.** Prevailing Wage Law. This Agreement is subject to the requirements of the prevailing wage laws, including, but not limited to, Labor Code Section 1720 et seq., and Labor Code Section 1770 et seq., as well as Code of Regulations, Title 8, Section 16000 et seq., which require payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. Contractor shall defend, indemnify, and hold harmless City, and its officers, employees, agents, and volunteers free and harmless from any claim or liability arising out of failure or alleged failure of Contractor to comply with such prevailing wage laws.
- 8.2. Payment of Prevailing Wages.** Contractor shall pay the prevailing wage rates for all work performed under this Agreement. When any craft or classification is omitted from

the general prevailing wage determinations, the Contractor shall pay the wage rate of the craft or classification most closely related to the omitted classification.

- 8.3. Forfeiture.** Contractor shall forfeit as a penalty to City Two Hundred Dollars (\$200.00), or any greater penalty provided in the Labor Code, for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rates for any work done under this Agreement employed in the performance of the Scope of Services by Contractor or by any subcontractor of Contractor in violation of the provisions of the Labor Code. In addition, the difference between such prevailing wage rates and the amount paid to each worker for each calendar day, or portion thereof, for which each worker was paid less than the prevailing wage rate shall be paid to each worker by Contractor.
- 8.4. Apprentices.** Contractor shall comply with the provisions of Labor Code 1777.5 concerning the employment of apprentices on public works projects. Contractor shall be responsible for ensuring compliance by its subcontractors with Labor Code 1777.5.
- 8.5. Payroll Records.** Pursuant to Labor Code 1776, Contractor and any subcontractor(s) shall keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by Contractor in connection with this Agreement. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following: (1) The information contained in the payroll record is true and correct; and (2) The employer has complied with the requirements of Labor Code 1811 and Labor Code 1815 for any work performed by his or her employees on the public works project. The payroll records shall be certified and shall be available for inspection at all reasonable hours as required by Labor Code 1776.
- 8.6. 8-Hour Work Day.** This Agreement is subject to 8-hour work day and wage and hour penalty laws, including, but not limited to, Labor Code 1810 and Labor Code 1813. Contractor and any subcontractor(s) of Contractor shall strictly adhere to the provisions of the Labor Code regarding 8-hour work day and 40-hour work week requirements, and overtime, Saturday, Sunday, and holiday work. Pursuant to the Labor Code, eight hours' labor shall constitute a legal day's work. Work performed by Contractor's employees in excess of eight hours per day, and 40 hours during any one week, must include compensation for all hours worked in excess of eight hours per day, or 40 hours during any one week, at not less than one and one-half times the basic rate of pay. Contractor shall forfeit as a penalty to City \$25.00, or any greater penalty set forth in the Labor Code, for each worker employed in the execution of the work by Contractor or by any subcontractor(s) of Contractor, for each calendar day during which such worker is required or permitted to the work more than eight hours in one calendar day or more than 40 hours in any one calendar week in violation of the Labor Code.
- 8.7. Registration with DIR.** Contractor and any subcontractor(s) of Contractor shall comply with the provisions of Labor Code 1771 and Labor Code 1725.5 requiring registration with the Department of Industrial Relations (DIR).

9. OWNERSHIP OF WRITTEN PRODUCTS

All reports, documents or other written material (“written products” herein) developed by Contractor 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. Contractor 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 Contractor.

10. RELATIONSHIP OF PARTIES

- 10.1. General.** Contractor is, and shall at all times remain as to City, a wholly independent contractor.
- 10.2. No Agent Authority.** Contractor 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 Contractor or any of Contractor’s employees, except as set forth in this Agreement. Contractor 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 Contractor or its employees look to the City as an employer. Contractor shall not be entitled to any benefits. City makes no representation as to the effect of this independent contractor relationship on Contractor’s previously earned California Public Employees Retirement System (“CalPERS”) retirement benefits, if any, and Contractor specifically assumes the responsibility for making such a determination. Contractor 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 Contractor or any employee, agent, or subcontractor of Contractor 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, Contractor shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of Contractor 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, “Contractor” shall include Contractor, its officers, employees, servants, agents, or subcontractors, or anyone directly or indirectly employed by either Contractor or its subcontractors, in the performance of this Agreement. “City” shall include City, its officers, agents, employees and volunteers.
- 11.2. Contractor to Indemnify City.** To the fullest extent permitted by law, Contractor 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 Contractor’s alleged negligence, recklessness or willful misconduct or other wrongful acts, errors or omissions of Contractor 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. Contractor 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. Contractor 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 Contractor with respect to a claim. If the City requests a defense deposit, Contractor shall provide it within 15 days of the request.
- 11.6. Waiver of Statutory Immunity.** The obligations of Contractor under this Section 12 are not limited by the provisions of any workers’ compensation act or similar act. Contractor expressly waives its statutory immunity under such statutes or laws as to City.
- 11.7. Indemnification by Subcontractors.** Contractor agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section 12 from each and every subcontractor or any other person or entity involved in the performance of this Agreement on Contractor’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. Contractor’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. Contractor shall maintain insurance as described in this section and shall require all of its subcontractors, Contractors, and other agents to do the same. Approval of the insurance by the City shall not relieve or decrease any liability of Contractor. 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 Contractor’s obligation to provide them. Contractor 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: 2020 Sewer System Closed Circuit Television (CCTV) Inspection and Cleaning Project
 - Documentation of Best’s rating acceptable to the City.
 - Original endorsements effecting coverage for all policies required by this Agreement.
 - Complete, certified copies of all required insurance policies, including endorsements affecting the coverage.

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.** Contractor 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 Contractor 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. 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 Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.
- 12.8. 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, for liability arising out of ongoing and completed operations by or on behalf of the Contractor. Contractor's insurance policies shall be primary as respects any claims related to or as the result of the Contractor's work. Any insurance, pooled coverage or self-insurance maintained by the City, its elected or appointed officials, directors, officers, agents, employees, volunteers, or Contractors 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 Contractor's insurance at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37.
- 12.9. Failure to Maintain Coverage.** In the event any policy is canceled prior to the completion of the project and the Contractor 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 Contractor under this Agreement. Failure of the Contractor 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.

12.10. Insurance 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. Contractor shall provide no less than 30 days' notice of any cancellation or material change to policies required by this Agreement. Contractor 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: Garrett Crawford Public Works, South Pasadena, CA 95945.

12.11. Contractor's Insurance Primary. The insurance provided by Contractor, 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 Contractor's insurance and shall not contribute with it.

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

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

12.14. Premium Payments and Deductibles. Contractor must disclose all deductibles and self-insured retention amounts to the City. The City may require the Contractor 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. Contractor shall be responsible for all premiums and deductibles in all of Contractor's insurance policies. The amount of deductibles for insurance coverage required herein are subject to City's approval.

12.15. Duty to Defend and Indemnify. Contractor'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 Contractor with all pertinent data, documents and other requested information as is reasonably available for the proper performance of Contractor's services under this Agreement.
- 13.2. Contractor Cooperation in Defense of Claims.** If any claim or action is brought against City relating to Contractor's performance in connection with this Agreement, Contractor 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 Contractor'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:

Shahid Abbas
City of South Pasadena
Public Works
1414 Mission Street
South Pasadena, CA 91030
Telephone: (626) 403-7240
Facsimile: (626) 403-7241

If to Contractor:

Craig Van Thyne
Empire Pipe Cleaning and Equipment Inc.
1788 N. Neville Street
Orange, CA 92856
Telephone: (714) 639-8352
Facsimile: (714) 283-8578

With courtesy copy to:

Teresa L. Highsmith, Esq.
South Pasadena City Attorney
Colantuono, Highsmith & Whatley, PC
300 South Grand Ave., Ste. 2700
Los Angeles, CA 90071-3137
Telephone: (213) 542-5700
Facsimile: (213) 542-5710

15. SURVIVING COVENANTS

The parties agree that the covenants contained in paragraph 5.10 (Records), paragraph 10.4 (Indemnification of CalPERS Determination), Section 11 (Indemnification), paragraph 12.7 (Claims-Made Policies), paragraph 13.2 (Contractor 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 Contractor. Contractor 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. Contractor Termination.** Contractor may terminate this Agreement for a material breach of this Agreement upon 30 days' notice.
- 16.3. Compensation Following Termination.** Upon termination, Contractor shall be paid based on the work satisfactorily performed at the time of termination. In no event shall Contractor be entitled to receive more than the amount that would be paid to Contractor 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 Contractor'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 Contractor 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 Contractor.
- 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 Contractor for performance of this Agreement are deemed confidential and Contractor 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.** Contractor warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor 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 Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Contractor 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.** Contractor 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 Contractor.

- 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.** Contractor 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. Contractor 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 Contractor unless in writing signed by one authorized to bind the party asserted to have consented to the waiver. The waiver by City or Contractor 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.** Contractor shall not be liable for any failure to perform if Contractor 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 Contractor.
- 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. Venue.** The venue for any litigation shall be Los Angeles County, California and Contractor 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

“Contractor”
Empire Pipe Cleaning and Equipment Inc.

By: _____
Signature

By: _____
Signature

Printed: _____

Printed: _____

Title: _____

Title: _____

Date: _____

Date: _____

Attest:

By: _____
Evelyn G. Zneimer, City Clerk

Date: _____

Approved as to form:

By: _____
Teresa L. Highsmith, City Attorney

Date: _____

WORKER'S COMPENSATION INSURANCE ACKNOWLEDGEMENT

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.' If any class of employees engaged in work under this contract at the site of the Project is not protected under any Worker's Compensation law, Contractor shall provide and shall cause each subcontractor to provide adequate insurance for the protection of employees not otherwise protected. Contractor shall indemnify and hold harmless City for any damage resulting from failure of either Contractor or any subcontractor to take out or maintain such insurance.

[Name and Title]

[Date]

Exhibit A

Scope of Services

SEWER SYSTEM OVERVIEW

The City of South Pasadena's (City) sewer collection system consists of approximately 306,240 linear feet (58 miles) of sewer pipelines. Of the pipelines, nearly 90% are 8-inch diameter vitrified clay pipe (VCP), and the balance are of various sizes (6", 10", 12", 15", 18", etc.). The City has a lift station at the Arroyo South Park restrooms installed approximately ten years ago, a lift station at the Mission Meridian Parking Garage installed in 2003, as well as a lift station and force main at the Arroyo Seco Golf Course installed in July 2016. The City presently does not own or operate any pump stations or treatment facilities.

The City's sewer system was lined and or repaired in 2018; see the table below. The City has approximately 306,240 linear feet of predominantly 8-inch pipe and upwards of 16-inch pipe.

Pipe Diameter (inch)	CIPP Lining (linear feet / no. of segments)	Replacement by Open Trench (linear feet / no. of segments)	Number of Point Repairs (In-situ and Excavation)
6	780 / 3	3,684 / 18	1
8	155,320 / 514	2,298 / 12	64
10	8,065 / 27	0	2
12	3,995 / 10	0	1
15	5,024 / 14	0	0
18	676 / 3	0	0
<i>Total</i>	<i>173,860 / 571</i>	<i>5,988 / 30</i>	<i>68</i>

SCOPE OF SERVICES

The Work consists of furnishing all materials, equipment, tools, labor, and incidentals required to complete the improvements shown on the Specifications and Contract Documents. The Work performed under this Contract is summarized in the Scope of Services. The Scope of Work includes, but is not limited to, each bid item listed in the Contractor's Bid Proposal, as specified herein, and as described in the corresponding items on the following pages. More specifically, the Work to be performed according to these specifications consists of sewer video inspection and cleaning of approximately 306,204 linear feet (58 Miles) of sewer lines varying from 8 inches to 16 inches. In addition, the sewer cleaning and inspections shall be performed in fifteen (15) easement sections per the plans in Exhibit B and per the locations in the Contractor's bid proposal, Exhibit C.

The Contractor will be required to provide the City with the maintenance services as described below and shall describe his approach for each of these types of services in accordance with the directives in the descriptions of the types of services to be provided below.

A. General

The Work to be done under this Contract shall include the furnishing of all labor, material, equipment, and permits necessary for the provision of the sewer system maintenance services as set forth in this Contract, including the Attachments attached hereto.

Contractor shall furnish all labor, material, equipment, permits, and supervision required for the annual cleaning of approximately 306,240 lineal feet of sanitary sewer mains ranging in diameter from 6- inch to 18-inch. All Work shall be performed on City rights-of-way or in City easements.

Contractor shall furnish all labor, material, equipment, permits, and supervision required for the annual closed-circuit television (CCTV) inspections of approximately 306,240 lineal feet of sanitary sewer mains. The inspection shall be performed and completed by the National Association of Sewer Service Companies (NASSCO), Pipeline Assessment and Certification Program (PACP), Manhole Assessment and Certification Program (MACP), and Lateral Assessment and Certification Program (LACP) certified operators. The locations of the sewer system CCTV inspections will be provided monthly. The inspection will be phased by geographic location and service area.

Contractor shall submit an emergency response plan with the bid to all emergencies within two (2) hours of notification or attempted notification. The emergency response plan shall detail the Contractor's Plan after the City's request for Contractor's service or attempted notification.

Contractor shall schedule his operations so as not to interfere with the public's use of the maintenance areas. Contractor shall conduct its operations so as to provide the maximum safety for the public and to offer the least possible obstruction and inconvenience to the public, or disruption to the peace and quiet of the area around which the services are performed.

Contractor shall be a licensed contractor in the State of California as a C-42, Sanitation Sewer Contractor.

The City will provide a laydown area for equipment to be discussed with the Contractor during the Kick off meeting and approved by the City in writing prior to storing any materials. The Contractor shall obtain a construction meter from the City's Water Division to obtain water from City Fire Hydrants.

1. Closed Circuit Television (CCTV) Inspection

Contractor's van's work area must be large enough for two (2) people to view a television monitor of the inspection procedure. The van shall be provided with means of controlling external and internal sources of light in a manner capable of ensuring that the monitor screen display is in accordance with the specifications.

Contractor's color television monitor must be available to view live camera action in the van. The displayed picture must be capable of providing a clear, stable image free of electrical interference.

Contractor's camera used for sewer pipeline inspections shall meet requirements for operating in the sanitary sewer environment. Digital cameras are required, and any analog video camera will

be deemed unacceptable. The camera shall be capable of operating in 100 percent humidity, be waterproof, and be able to withstand long periods of submergence in wastewater. For conventional inspection camera systems, the camera must be able to pan, tilt and rotate, and have a minimum of 360 x 270-degree rotation. A variable intensity control of the camera lights and remote control adjustments for focus and iris shall be located at the monitoring station. The remote control of focus and iris will range from 1-inch to infinity. The conventional inspection camera system shall be able to produce a minimum of 460 lines of horizontal resolution and 400 lines of vertical resolution.

Contractor's lighting and camera quality shall be suitable to allow a clear in-focus picture of a minimum of ten linear feet of the entire periphery of the sewer pipe. The lighting for the camera shall minimize glare. Lighting sensitivity shall be 3 lux or less.

Contractor's camera shall be mounted on wheels, skids, or a tractor suitably sized for the pipe to be televised that will position the camera lens above the liquid flow line, near the center axis of the pipe. Any motorized transporters shall have adjustable speed control. The transporter shall be able to navigate around minor objects, roots, and debris. The televising may also be accomplished using camera equipment mounted on a raft or floating pontoon if the required pipe condition information cannot be obtained by tracked camera equipment within the maximum allowable flow depths. By no means shall the camera's transporter system obstruct the camera's view or interfere with proper documentation of the sewer conditions.

Contractor's cable and footage counter accuracy checks: A minimum 1,200 feet of TV cable on the spool reel shall be provided, and the cable shall be retracted to remove slack and to ensure accurate footage. Counters shall be checked regularly to ensure accuracy. All cable footage counts shall be in English units and accurate to plus or minus 1 foot per 100 feet. The cable footage counter shall be tested for accuracy every week.

Contractor's camera lens shall be kept clear of condensation and debris during the CCTV inspection. If, during a run, the camera lens becomes soiled or fogged, the CCTV Inspection shall be paused to clean the lens, even if this requires removing the camera from the line.

2. Sewer Line Cleaning for the Purpose of Inspection

Contractor shall provide two-person crews with a combination cleaning truck, including all cones, safety lighting, and signs necessary to complete the task. Contractor may use hydraulic cleaning methods. Contractor shall use Combination Sewer Cleaning Trucks capable of providing a minimum of 55 GPM flow and at a minimum pressure of 2,000 psi. Vacuum capability for removing debris shall be accomplished by fans or positive displacement.

The equipment selected for the cleaning of the sanitary lines shall be approved by the City Engineer or Project Manager. The cleaning trucks shall have the capability of reaching easements and have a hose capability of 1000 LF. Combination cleaning trucks are the preferred method of cleaning. Vacuum systems with either centrifugal or positive displacement blower vacuum equipment suitable to remove debris at the downstream utility hole while jetting are required.

The City of South Pasadena has areas that have difficult access to water. The selected Contractor shall have a combination cleaning truck that has recycling features so that minimal water consumption shall be required.

The equipment used by the Contractor must be well maintained, identified with Contractor's name and telephone number. Adequate backup equipment and safety lighting must be available on all trucks. Two-person crews are required for cleaning and maintenance.

Whenever hydraulically propelled cleaning tools (which depend on water pressure to provide their cleaning force or any tools which retard the flow of water in the sewer lines) are used, precautions shall be taken to ensure that the water pressure created does not cause any damage or flooding to public or private property.

Contractor shall use the appropriate nozzle or cutter head (e.g., high velocity, water jet, root cutter, etc.) to perform the sewer cleaning as required for the specified sewer line.

Sanitary sewer shall be cleaned by removing grit, loose solids, and grease. Leaving residual debris of no more than 5% of the pipe diameter, which should be sufficient to facilitate video inspection. This criteria does not include the removal of hard spots such as minerals and cast-iron scale. Additional passes shall be required on lines that contain heavy debris, grease, or roots. A root cutter or spinning nozzle shall be required to be utilized in these locations.

Cleaning methods shall be employed to sufficiently clean the pipe. The required cleaning will typically require two-pass cleaning of the cleaning truck, which should be sufficient in removing materials and debris. All utility holes shall be washed down while cleaning the sewer lines.

Contractor shall clean from the downstream utility hole to the upstream utility hole and pull the debris back to the downstream utility hole and vacuum any debris present. Reverse cleaning may be needed when the downstream utility hole is not accessible. The second crew member shall open the upstream utility hole cover while cleaning to verify that the nozzle has reached the upstream utility hole channel

All sludge, dirt, sand, rock, roots, grease, and other solid or semi-solid material resulting from the cleaning operations shall be removed at the downstream utility hole of the utility hole section being cleaned. Disposal of such debris shall be done at an appropriate site and be the responsibility of the Contractor. Passing material from utility hole section to utility hole section or to the treatment plant, which could cause stoppage of the lines, accumulation in wet wells, or damage to pumping equipment, shall not be permitted.

Contractor shall comply with all current health and safety laws and regulations (Federal, State, County, City, and Special Districts).

Contractor shall use a cleaning report form to record the location of the cleaning operation, the number of feet cleaned, and the conditions encountered for each section of sewer main cleaned. Cleaning logs shall be submitted with monthly invoices as part of the approval process. Electronic formats shall be submitted at the same time.

Contractor shall provide confined space equipment and procedures per CAL OSHA Standards for those situations that require an entry. The Contractor is required to operate and maintain safety equipment and is responsible for all safety training of its crews.

Contractor shall perform sewer cleaning services during the hours of 7:00 am to 4:00 pm Monday through Friday. Cleaning or inspection outside these hours shall first be approved by the City Engineer or Project Manager.

3. Pipeline Data Collection

Contractor's computer system required is POSM collection software using the latest version and shall be capable of documenting the inspections for sanitary sewer pipes and access structures by recording inspection findings in video and report format. This database standard includes but is not limited to indexing, processing inspection data, printing CCTV inspection reports, recording and storing videos and images as required for the data documentation requirements of these specifications.

All Contractor's CCTV operators performing the CCTV inspection shall be PACP certified by NASSCO's Pipeline Assessment and Certification Program. Each Contractor's CCTV inspection operator for the project must possess and submit a valid PACP Certificate with a certification number. The methodology of sewer pipe evaluation, data collection, and reporting criteria used for the NASSCO certification shall be practiced for the each CCTV inspection. The sequence of each CCTV Inspection shall be completed one segment at a time, pipe manhole-to-structure.

The preferred direction of CCTV Inspections shall be downstream with the flow of the pipe unless access to the upstream utility hole is not possible, or the camera cannot pass through the pipe from upstream utility hole to downstream structure in the direction of the flow, in which case a reverse setup inspection from downstream utility hole to upstream structure must be performed. CCTV inspections that require a reverse setup must be recorded as a new CCTV inspection and indicated as a "Reverse setup" in the POSM session header information. If a reverse setup attempt cannot be performed due to defect severity and "empty header" survey that has an "MSA" code must be provided w/ comments. This helps a lot w/ tracking on the back end to ensure that survey are attempted at least from both ends of the pipe.

Contractor's camera shall be moved through the line at a moderate rate, stopping when necessary to permit proper documentation of the sewer's condition. The camera shall stop at each service lateral and provide a view up the service line. When a defect or other feature is encountered and needs to be coded, the camera is panned to capture a clear observation, the defect coded, and still picture captured. In no case will the television camera be pulled at a speed greater than 30 feet per minute (0.5 foot per second). Under no circumstances shall the camera be tethered to a hydraulically propelled or high-velocity jet cleaning device.

The camera should be zeroed at the entrance of the pipe; pulled from NASSCO directly. The inspection of a pipe begins at the utility hole wall. The camera should be lowered into the utility hole and positioned in the invert of the utility hole at the pipe entrance. The importance of accurate distance measurement is emphasized. The television cable between the counter and the camera shall be taught at all times.

Maximum depth of flow for CCTV inspections shall be 20 percent of the pipe diameter. If the

depth of flow is greater than 20%, then the CCTV inspection shall be performed during off-peak hours. If the flow is still above 20%, then the Contractor shall suspend inspection of that pipe segment and notify the Engineer.

Contractor shall provide comfortable viewing access to the videotape monitor during the video inspection taping to allow City's representative to compile a log of the inspection. City may make both scheduled and unannounced visits to CCTV inspection operations while Work is in progress. Contractor shall be responsible for the quality of video and documented observations.

Contractor shall provide a list and bring to the attention of the city engineer any severe defects (PACP Grade 5 rating for Structure and/or Maintenance) discovered within seven calendar days of discovery. Contractor shall immediately notify the City Engineer or Project Manager of any pipes that are found to be collapsed or with the condition that requires immediate attention. If severe defects such as collapses, severe offset joints, or severe sags are encountered that preclude the inspection being completed in one direction, the Contractor shall attempt a reverse setup. If the entire segment cannot be inspected, the Contractor shall suspend the inspection and notify the Engineer within 24 hours. Upon removal of the obstruction, the Contractor shall complete the CCTV inspection.

If a buried utility hole or cleanout is encountered during the course of the CCTV inspection, then the Contractor shall notify the City and note the observation in the POSM assessment. Contractor shall submit to the City Engineer or Project Manager a list of access structures not found or inaccessible and inaccuracies at each Monthly Progress Meeting. If a new structure is found in the field, a temporary naming convention shall be used that is approved by City. (Typically, we would ask the contractors to add the start utility hole id _A.. when surveying downstream and _1 for upstream.)

4. Documentation of CCTV Inspection

All CCTV inspection data collected, including condition rating databases, videos, photos, and other information, must be provided in POSM – latest version. It is the Contractor's responsibility to review the existing POSM system prior to submitting inspection data to ensure that their data will successfully upload.

The POSM session information for each pipe segment shall be recorded in the NASSCO PACP template and shall indicate all the required information not limited to the surveyor name, certificate number, pipe segment reference, date and time, street, City, upstream utility hole, downstream utility hole, sewer use, direction of survey, height (diameter), shape, material, lining method, purpose, pre-cleaning, date cleaned, weather, and location code.

The City will provide wastewater collection system information from the City's GIS database. The information provided to the Contractor can be used to pre-populate the POSM session information. Pipe segment assessments shall be recorded using the latest version of NASSCO PACP and POSM Software System. Comments shall be noted to document atypical conditions not otherwise described by the observation codes.

There are 417 utility holes without invert information. Contractor is to provide the missing invert data as a portion of the GIS data gathering task of this proposal.

The purpose of digital CCTV inspection recording shall be to supply a visual and permanent record of the sewer condition. For conventional CCTV cameras, the recording shall be MPEG 4 and have a minimum resolution of 352 x 240 pixels and an interlaced frame of 30 frames per second. Different frame and data rates are acceptable as long as similar or better image quality and acceptable file size are obtained.

Separate data files shall be created for each individual sewer pipe segment, or Pipe Segment ID. In the case of multiple Pipe Segment IDs without an access structure between them, all Pipe segment IDs shall be noted in the session information. If a reverse set up is required due to an obstruction, the reverse inspection shall be recorded in a separate data file.

The following information must be provided as screen text at the beginning of the video recording:

Project Information

- Project Name
- Surveyor Name
- Certificate Number
- Owner
- Customer
- Pipe Segment Reference
- Date and time
- Street
- City

Utility Hole

- Upstream MH
- Downstream MH
- Sewer Use
- Direction of Survey

Pipe

- Height (Diameter)
- Shape
- Material
- Lining Method
- Total Length
- Length Surveyed
- Flow Control
- Purpose
- Pre-Cleaning
- Date Cleaned
- Weather
- Location Code
- Additional Info
- Location Details

All text should be clearly displayed on a contrasting background (e.g. white text on dark background). This text should be displayed for approximately 15 seconds or for the duration of the start-up narration, whichever is longer. If an inspection is being performed on consecutive pipe segments with the same setup, this information must be provided at the start of each pipe segment.

During conventional CCTV Inspections the running screen must include the following information:

- Upstream utility hole ID
- Downstream utility hole ID
- Date
- Time
- Pipe Size
- Running footage

Digital video inspection files are to be part of the POSM inspection database that is copied onto a portable hard drive and provided to the City. Computer hard drive storage capacity for the CCTV inspections shall be adequate to minimize the number of hard drives required to store all inspection data. The audio and video shall be free of electrical interference. Digital video recording playback shall be at the same speed it was recorded. Hard drive labels shall be uniquely identified.

Contractor shall have lateral launch capability for evaluation of the residential or commercial laterals from the sewer mainline. Software collection system shall be POSM, and operators must be LACP Certified.

5. Environmental Mitigation

The Contractor shall comply with the following environmental mitigations:

All storm drains within and immediately adjacent to the project limits are to be protected from pollutants through the use of BMP's as directed by the City Public Works Department. BMP's will include but are not limited to placement of sandbags or other water containment devices and wet vacuuming of concrete residue during saw cutting and pressure washing operations. Washing down of sediment, concrete residue, or any other debris to the storm drain is strictly prohibited by City Ordinance and State regulation of stormwater quality. The BMP's shall be furnished and installed by the Contractor, and no additional compensation will be allowed, therefore.

6. Traffic Control

The Contractor shall provide all traffic controls necessary to provide for the safe and expeditious movement of traffic, motorized and non-motorized (including pedestrian traffic), through the construction zones, as well as those necessary to provide for the safety of the workforce performing the construction per the Traffic Control Plans included in the project drawings. Two dedicated flagmen will be required whenever at least one lane of traffic cannot be maintained simultaneously in both directions of travel. Access to businesses and residences must be maintained.

The Contractor shall provide adequate pedestrian and vehicular traffic controls for the duration of the Work in accordance with the Contract Documents including Subsection 7-10 of the SSPWC, the Work Area Traffic Control Handbook (WATCH), Caltrans' Manual of Traffic Controls for Construction and Maintenance Work Zones (Chapter 5 of the Traffic Manual, hereafter "Manual of Traffic Controls"), and the City. The Contractor may obtain the Manual of Traffic Controls from Caltrans District 7, 120 South Spring Street, Los Angeles, California.

The Contractor shall include any temporary pavement necessary for the safe and expeditious movement of traffic at no additional charge.

All signage conflicting with required traffic control signage shall be removed or suitably covered. Said signs shall be replaced unless designated for removal or relocation on the Plan.

This item shall include the temporary relocation of existing signs as necessary. Additionally, signs shall be posted directing pedestrians to the location of any relocated mailboxes.

Temporary pavement delineation shall be furnished, placed, maintained, and removed in accordance with the provisions in Section 12-3.01, "General," of the Caltrans Standard Specifications and these special provisions. Nothing in these special provisions shall be construed as to reduce the minimum standards specified in the Manual of Traffic Controls published by Caltrans or as relieving the Contractor from his responsibility as provided in the SSPWC. Temporary pavement delineation shall be either paint or tape unless otherwise approved by the Engineer.

Whenever the Work causes obliteration of pavement delineation, temporary or permanent pavement delineation shall be in place before opening the traveled way to public traffic. Laneline or centerline pavement delineation shall be provided at all times for traveled ways open to public traffic.

The Contractor shall perform all Work necessary, including any required lines or marks, to establish the alignment of temporary pavement delineation. Surfaces to receive temporary pavement delineation shall be dry and free of dirt and loose material. Temporary pavement delineation shall not be applied over existing pavement delineation or other temporary pavement delineation. Temporary pavement delineation shall be maintained until superseded or replaced with a new pattern of temporary pavement delineation or permanent pavement delineation.

Temporary pavement markers and removable traffic type tape, which conflicts with a new traffic pattern or which is applied to the final layer of surfacing or existing pavement to remain in place, shall be removed when no longer required for the direction of public traffic, as determined by the Engineer.

B. Emergency Notification

The Contractor shall immediately notify the City Sewer Maintenance Division whenever any of the following conditions are observed at a work location: obstruction not allowing the cleaning device to pass; flow backup in the sewer; sewer overflow (of any quantity); partial or total pipe blockage; partial or total pipe collapse; piece of pipe (regardless of size) retrieved from the sewer; evidence of soil or backfill material in the sewer debris; or muddy water. The Contractor shall contact the City Maintenance Division Dispatcher (626) 403-7370 during normal business hours. After hours or on non-working days, the Contractor shall contact the Public Works Operations Manager at 213-706-9056. The Contractor shall indicate the location and nature of the problem.

C. Public Notifications

The Contractor shall, at all times, act to minimize the impact of Work on residences in the area, including noise and inconvenience of access to the property. If the City determines that resident notification is necessary, the City will provide the Contractor with a letter indicating the nature of the Contractor's Work. Also, this letter will state that the City has retained the Contractor's

services. The Contractor shall photocopy and distribute copies of the letter to all residents that may be impacted by the Contractor's operations at least 24 hours in advance of performing Work. The letter shall include the date and approximate times that work shall be performed. Hand-delivered letters shall not be placed in mailboxes. The Contractor shall bear costs to photocopy and distribute copies of the City's notification letter.

Should the City receive complaints about the Contractor's field operations, the Contractor shall alter the procedures to mitigate those complaints. The Contractor shall bear costs to mitigate complaints.

D. Meetings

The Contractor shall attend a kick-off meeting before starting the project to be determined by the City. The Contractor's representative shall be available to meet, when deemed necessary, with City staff at a mutually agreed upon time and place to review maintenance activities, operational and timing activities, pending Work, estimates, work quality, and any items related to Contractor's Work under this Contract.

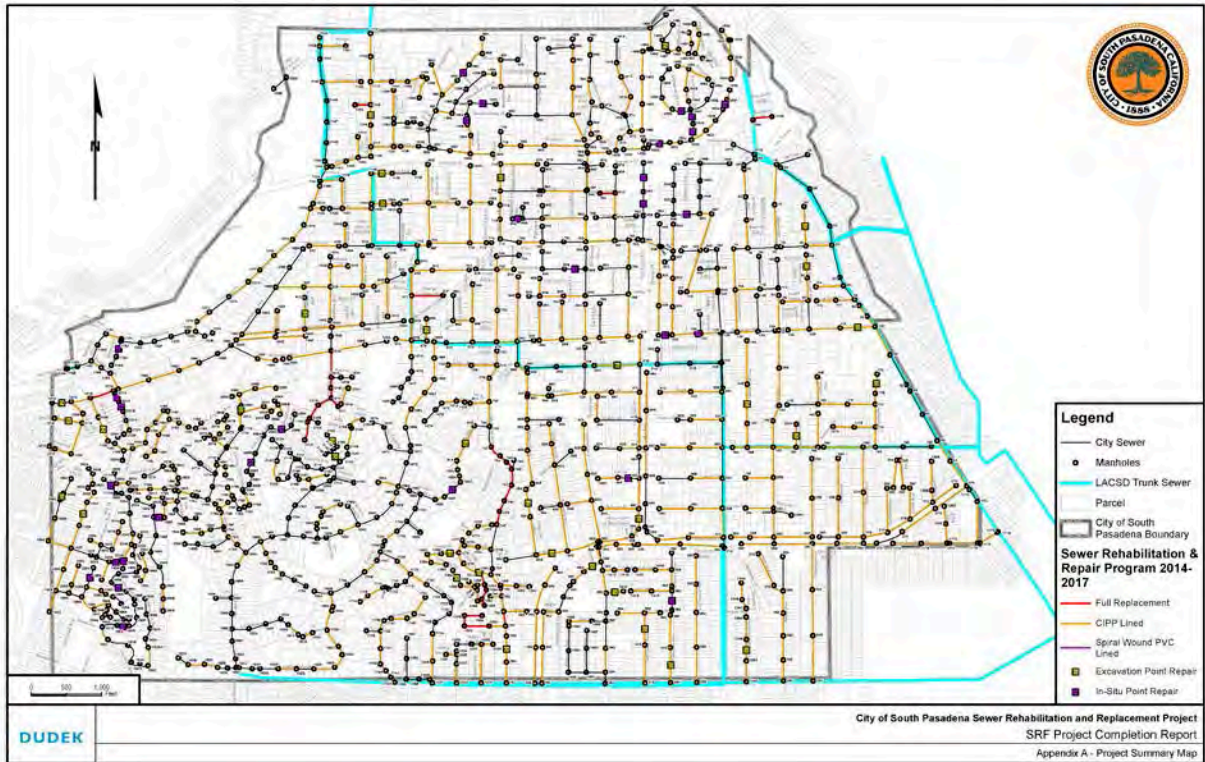
E. Schedule

The Contractor to complete the services within one hundred (100) working days after the City has issued the Notice to Proceed. Upon Project completion, the Contractor shall transmit to the City all Project deliverables including videos, inspection reports, GIS files, etc. The final retention payment will not be released until all Project deliverables have been provided to the City.

Exhibit B Project Plans

Below is the list of Project Plans, which are incorporated by reference:

Map of the Sewer System



City of South Pasadena Sewer System Map – Easement Locations

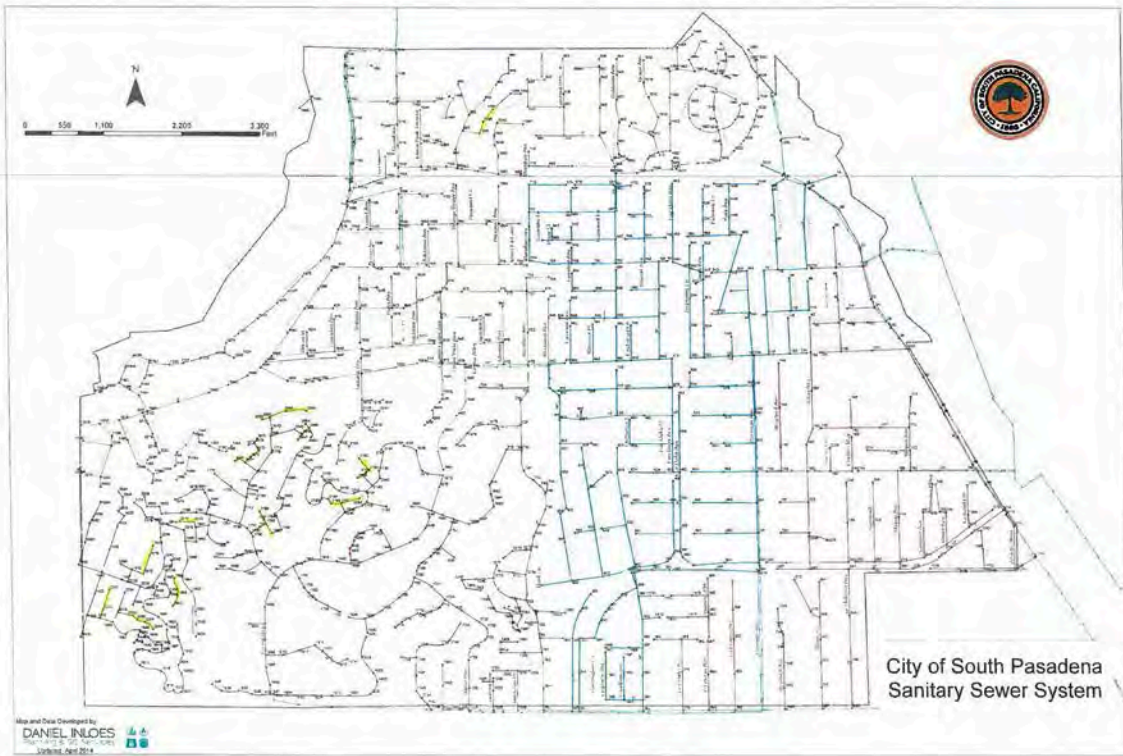


Exhibit C Cost Breakdown

Item Price Schedule:

Item No.	Description	Unit	Bid Amount
1	Mobilization	Lump Sum	\$4000.00
2	Cleaning for CCTV	306,240 Linear Feet	\$190,000.00
3	CCTV	306,240 Linear Feet	\$219,000.00
4	Invert Data	417	\$6200.00
5	Traffic Control	Lump Sum	\$32,000.00
6	GIS Data Processing	Lump Sum	\$6000.00
Total Bid Price (Amount in Figures):			\$457,200.00

TOTAL BID PRICE IN WORDS: Four Hundred Fifty seven Thousand two hundred dollars and no cents

Easement Cleaning Fee Schedule:

Street	Segment	Additional Cost
Indiana Place	213B-215C	Included in cost of Bid for these easements
Indiana Place	211B-213A	
Indiana Place	216C-216A	
Indiana Place	216C-216D	
Harriman Avenue	198E-225C	
Harriman Avenue	197C-197A	
Harriman Avenue	226C-226A	
Santa Teresa	207H-207D	
Santa Teresa	207H-207F	
Alta Vista	205D-205A	
Alta Vista	206B-204A	
Orange Grove	139E-139C	
Hanscom Drive	201D-201C	
Camino Del Sol	178E-176D	
Peterson Avenue	196A-196C	

The cost of these easements are included in the Item price schedule. Additional easements added to the scope of work will be charged \$750 each



City Council Agenda Report

ITEM NO. 12

DATE: June 17, 2020

FROM: Stephanie DeWolfe, City Manager

PREPARED BY: Joanna Hankamer, Director of Planning and Community Development
Kanika Kith, Current Planning Manager

SUBJECT: **Authorize the Professional Services Agreements with three on-call Planning Firms to assist with Major Project Review in the amount not to exceed of \$50,000 per firm for a total not to exceed amount of \$150,000 for all three, paid for by project applicants**

Recommendation Action

It is recommended that the City Council authorize the City Manager to execute the Professional Services Agreements (PSAs) with three on-call Planning Firms to assist with Major Project Review in the amount not-to-exceed of \$50,000 per firm.

Executive Summary

On December 4, 2019, the City Council adopted an ordinance establishing a Major Project Review process that allows the City to contract with planning firms with project specific expertise to review major or complex projects and assign the additional cost to project applicants. To continue to utilize this Major Project Review process, a Professional Service Agreement (PSA) is required between the City and each of the planning firms before a contract planner can proceed to work on a project.

Discussion/Analysis

The proposed PSAs are master contract agreements between the City and the three on-call planning firms, Rincon Consultants, Interwest Consulting Group, and MIG. Each PSA is in the amount not to exceed \$50,000. Currently, Staff solicits requests for proposals for each Major Project Review, taking time for procurement each time a Major Project Review is initiated. Once Master PSAs are executed, staff will be able to assign a dedicated contract planner from one of the three prequalified firms with project specific expertise to guide a project, under the oversight of the City staff, through the City's review process. Each project applicant will be responsible for the actual costs of the contract planner working on the project and will advance a deposit to cover the costs of the contract planner plus 10% for the City's administrative costs of overseeing the projects. The proposed PSAs would accelerate project review and approval at no cost to the City general fund, thereby helping the City meet State mandated timelines for review of development projects. In addition, it would improve customer service to project applicants.

These three on-call planning firms were selected in June 2019 in response to a Request for Qualifications (RFQ) for On-call Planning and Entitlement Review Services in May 2019. These are the only three planning firms that submitted Statement of Qualifications, which were reviewed in June 2019 and each firm was interviewed by the former Planning Director. All three multi-disciplinary planning firms have extensive experience in providing on-call planning services and have highly qualified teams of Planners.

Staff will initiate another RFQ later this fall to expand the City's list of planning firms for Major Project Review.

Legal Review

The City Attorney has reviewed this item.

Fiscal Impact

No impact to the City's general fund because the applicant will be responsible to reimburse the City for the costs of using a contract planner. The City will not bear any costs associated with Major Project Reviews.

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, and posting of the same agenda and reports on the City's website.

Attachments:

1. Professional Services Agreement - Rincon Consultants, Inc.
2. Professional Services Agreement - Interwest Consulting Group, Inc.
3. Professional Services Agreement – MIG, Inc.

ATTACHMENT 1
Professional Services Agreement
Rincon Consultants, Inc.

PROFESSIONAL SERVICES AGREEMENT FOR CONSULTANT SERVICES
(City of South Pasadena / Rincon Consultants, Inc.)

1. IDENTIFICATION

This PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is entered into as of the last date indicated below by and between the City of South Pasadena, a California municipal corporation (“City”), and Rincon Consultants, Inc., a California corporation (“Consultant”) (collectively, “parties”).

2. RECITALS

- 2.1 City has determined that it requires the following professional services from a consultant: **As-needed, per-project basis, for expeditious review of development projects**
- 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.

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” means such professional services as are set forth in Consultant’s Scope of Work to City attached hereto as “**Exhibit A**” and fully incorporated herein by this reference and as described below:
 - 3.1.1 Consultant shall be required to enter into an Engagement Letter for each project for which Consultant is selected to provide services.
 - 3.1.2 Engagement Letters shall define the scope of the work for the specific project, estimated schedule for completion, and estimated not-to-exceed cost for completing the project. Engagement Letters shall identify tasks to be performed and anticipated hours for each tasks.
 - 3.1.3 Consultant acknowledges that the cost for services provided pursuant to any Engagement Letter shall be no greater than the not-to-exceed total compensation for the project unless the City has given specific advance approval in writing.
 - 3.1.4 Consultant shall notify the City Agreement Administrator, in writing, when

fees and expenses incurred under this Agreement have reached eighty percent (80%) of the maximum amount payable above. Consultant shall concurrently inform the City 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 provided in the Engagement Letters.

3.1.5 At the time of entering into an Engagement Letter, the Consultant shall be required to furnish: 1) a copy of the Consultant's current City of South Pasadena Business License, and 2) a current Certificate of Liability Insurance and Additional Insured Endorsement.

3.2 "Approved Fee Schedule" means such compensation rates as are set forth in Fee Schedule attached hereto as "**Exhibit B**" and fully 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.

3.3 "Commencement Date" means June 18, 2020.

3.4 "Termination Date" means December 31, 2020.

3.5 "City Agreement Administrator" means Joanna Hankamer, Director of Planning and Community Development.

3.6 "Consultant Project Administrator" means Deanna Hansen, Principal.

4. **TERM**

The term of this Agreement shall commence at 12:00 a.m. on the Commencement Date and shall terminate at 11:59 p.m. on the Termination Date unless extended in writing by mutual agreement of the parties or terminated earlier in accordance with Section 18 ("Termination") below.

5. **CONSULTANT'S SERVICES**

5.1 Time is of the essence in Consultant's performance of services under this Agreement.

5.2 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. In no event shall the total compensation and costs payable to

Consultant under this Agreement exceed the sum of **fifty thousand dollars (\$50,000.00)** unless specifically approved in advance and in writing by City. Consultant shall notify the City Agreement Administrator, in writing, when fees and expenses incurred under this Agreement have reached eighty percent (80%) of the maximum amount payable above. Consultant shall concurrently inform the City 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 payable above.

- 5.3 Consultant shall perform all work to the highest standards of Consultant's profession and in a manner reasonably satisfactory to City. Consultant shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 *et seq.*).
- 5.4 Consultant represents that it has advised City in writing prior to the date of signing this Agreement of any 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.
- 5.5 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 both (i) such work would require Consultant to abstain from a decision under this Agreement pursuant to a conflict of interest statute and (ii) City has not consented in writing to Consultant's performance of such work.
- 5.6 Consultant represents that it 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. **Deanna Hansen** shall be the Consultant Project Administrator and shall have direct responsibility for management of Consultant's performance under this Agreement. No other person shall serve as Consultant Project Administrator without City's prior written consent.
- 5.7 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.

- 5.8 Consultant shall be responsible to City for all services to be performed under this Agreement. All subconsultants shall be approved by the City Agreement Administrator and their billing rates identified in the Approved Fee Schedule, **Exhibit B**. City shall pay Consultant for work performed by its subconsultants (including labor) 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 subconsultants performing services under this Agreement. City shall not be liable for any payment, compensation, or federal and state taxes for any subconsultants.
- 5.9 Consultant shall notify the City Agreement Administrator, in writing, of any change in name, ownership or control of Consultant's firm or of any subconsultant. Change of ownership or control of Consultant's firm may require an amendment to the Agreement.
- 5.10 This Agreement is subject to prevailing wage law, for all work performed under the Agreement for which the payment of prevailing wages is required under the California Labor Code. In particular, Consultant acknowledges that prevailing wage determinations are available for the performance of inspection and survey work.

6. COMPENSATION

- 6.1 City agrees to compensate Consultant for the services provided under this Agreement, and Consultant agrees to accept payment in accordance with the Approved Fee Schedule in full satisfaction for such services.
- 6.2 Consultant shall submit to City an invoice, on a monthly basis or less frequently, for services performed pursuant to this Agreement. Each invoice shall identify the maximum amount payable above, the services rendered during the billing period, the amount due for the invoice, and the total amount previously invoiced. All labor charges shall be itemized by employee name and classification/position with the firm, the corresponding hourly rate, the hours worked, a description of each labor charge, and the total amount due for labor charges. City shall not withhold applicable taxes or other payroll deductions from payments made to Consultant except as otherwise required by law. Consultant shall include a copy of each subconsultant invoice for which reimbursement is sought in the invoice.
- 6.3 The parties agree to meet and confer at mutually agreeable times to resolve any disputed amounts contained in an invoice submitted by Consultant.
- 6.4 Payments for any services requested by City and not included in the Scope of Services may be made to Consultant by City on a time-and-materials basis pursuant

to the Approved Fee Schedule and without amendment of this Agreement, so long as such payment does not cause the maximum amount payable above to be exceeded.

7. OWNERSHIP OF WRITTEN PRODUCTS

All reports, documents or other written material, and all electronic files, including computer-aided design files, developed by Consultant in the performance of this Agreement (such written material and electronic files are collectively known as “written products”) 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.

8. RELATIONSHIP OF PARTIES

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

Under no circumstances shall Consultant look to the City as its 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, workers’ compensation, and other applicable federal and state taxes.

9. AGREEMENT ADMINISTRATOR

In performing services under this Agreement, Consultant shall coordinate all contact with City through its City Agreement Administrator. City reserves the right to change this designation upon written notice to Consultant. All services under this Agreement shall be performed at the request of the City Agreement Administrator, who will establish the timetable for completion of services and any interim milestones.

10. INDEMNIFICATION

10.1 The parties agree that City, its officers, agents, employees and volunteers should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys’ fees, litigation costs, taxes, or any

other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the parties intend the provisions of this indemnity provision to be interpreted and construed to provide the City with the fullest protection possible under the law. Consultant acknowledges that City would not enter into this Agreement in the absence of Consultant's commitment to indemnify and protect City as set forth herein.

- 10.2 To the fullest extent permitted by law, Consultant shall indemnify, hold harmless, and when the City requests with respect to a claim provide a deposit for the defense of, and defend City, its officers, agents, employees and volunteers from and against any and all claims, losses, costs and expenses for any damage due to death or injury to any person, whether physical, emotional, consequential or otherwise, and injury to any property 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 any of 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 or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the sole active negligence or willful misconduct of the City. Such costs and expenses shall include reasonable attorneys' fees due to counsel of City's choice, expert fees and all other expenses 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.
- 10.3 City shall have the right to offset against any compensation due Consultant under this Agreement any amount due City from Consultant as a result of Consultant's failure to pay City promptly any indemnification arising under this Section 10 of this Agreement and any amount due City from Consultant arising from Consultant's failure either to (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.
- 10.4 The obligations of Consultant under this Section 10 of this Agreement are not limited by the provisions of any workers' compensation or similar statute. Consultant expressly waives its statutory immunity under such statutes as to City, its officers, agents, employees and volunteers.
- 10.5 Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in Section 10 of this Agreement from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. If Consultant fails to obtain such indemnity obligations from others, Consultant agrees to indemnify, hold harmless and defend City, its officers, agents, employees and volunteers from and against any and all claims, losses, costs and expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional,

reckless, negligent, or otherwise wrongful acts, errors or omissions of Consultant's subcontractors or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of City's choice.

- 10.6 City does not, and shall not, waive any rights that it may possess against Consultant because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply whether or not any insurance policies apply to a claim, demand, damage, liability, loss, cost or expense.
- 10.7 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.
- 10.8 Notwithstanding any federal, state, or local policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in CalPERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for CalPERS benefits.

11. INSURANCE

- 11.1 During the term of this Agreement, Consultant shall carry, maintain, and keep in full force and effect insurance against claims for death or injuries to persons or damages to property that may arise from or in connection with Consultant's performance of this Agreement.
- 11.2 Any available insurance proceeds broader than or in excess of the specified minimum Insurance coverage requirements or limits shall be available to City as an Additional Insured as provided below. 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.

- 11.3 Insurance required under this Agreement shall be of the types set forth below, with minimum coverage as described:
- 11.3.1 Comprehensive General Liability Insurance with coverage limits of not less than One Million Dollars (\$1,000,000) including products and operations hazard, contractual insurance, broad form property damage, independent consultants, personal injury, underground hazard, and explosion and collapse hazard where applicable.
 - 11.3.2 Automobile Liability Insurance for vehicles used in connection with the performance of this Agreement with minimum limits of One Million Dollars (\$1,000,000) per claimant and One Million dollars (\$1,000,000) per incident.
 - 11.3.3 Worker's Compensation insurance if and as required by the laws of the State of California.
 - 11.3.4 Professional Errors and Omissions Insurance with coverage limits of not less than One Million Dollars (\$1,000,000).
- 11.4 Consultant shall require each of its subconsultants to maintain insurance coverage that meets all of the requirements of this Agreement provided however, that the City Agreement Administrator may waive the provision of Errors and Omissions Insurance by subconsultants in his or her sole discretion.
- 11.5 The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least A:VII in the latest edition of Best's Insurance Guide.
- 11.6 Consultant agrees that if it does not keep the insurance coverages required by this Agreement in full force and effect, City may either (i) immediately terminate this Agreement; or (ii) take out the necessary insurance and pay the premium(s) thereon at Consultant's expense.
- 11.7 At all times during the term of this Agreement, Consultant shall maintain on file with City's Risk Manager a certificate or certificates of insurance showing that the required coverages are in effect and naming City and its officers, employees, agents and volunteers as Additional Insureds. Prior to commencement of work under this Agreement, Consultant shall file with City's Risk Manager such certificate(s) and Forms CG 20 10 07 04 and CG 20 37 07 04 or the substantial equivalent showing City as an Additional Insured.
- 11.8 Consultant shall provide proof that policies of insurance required by this Agreement expiring during the term of this Agreement 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.

- 11.9 The general liability and automobile policies of insurance required by this Agreement shall contain an endorsement naming City and its officers, employees, agents and volunteers as Additional Insureds. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty days' prior written notice to City. Consultant agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.
- 11.10 The insurance provided by Consultant shall be primary to any other 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.
- 11.11 All insurance coverage provided pursuant to this Agreement shall not prohibit Consultant, and Consultant's employees, agents or subcontractors, from waiving the right of subrogation prior to a loss. Consultant hereby waives all rights of subrogation against the City.
- 11.12 Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of City, Consultant shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Consultant shall procure a bond in the amount of the deductible or self-insured retention to guarantee payment of losses and expenses.
- 11.13 Procurement of insurance by Consultant shall not be construed as a limitation of Consultant's liability or as full performance of Consultant's duties to indemnify, hold harmless and defend under Section 10 of this Agreement.
- 11.14 Consultant may be self-insured under the terms of this Agreement only with express written approval from the City.
 - 11.14.1 All self-insured retentions (SIR) must be disclosed to the City for approval and shall not reduce the limits of liability.
 - 11.14.2 Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named Insured or the City.

- 11.15 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. MUTUAL COOPERATION

- 12.1 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.
- 12.2 If any claim, action, or proceeding 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, action, or proceeding.

13. CONFIDENTIALITY

All data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without prior written consent by City. City shall grant such consent if disclosure is legally required. Upon request, all City data shall be returned to City upon the termination or expiration of this Agreement.

14. RECORDS AND INSPECTIONS

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. City shall further have the right to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.

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 the Agreement.

15. 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.

16. 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:

Joanna Hankamer
City of South Pasadena
Planning and Building
1414 Mission Street
South Pasadena, CA 91030
Telephone: (626) 403-7220
Facsimile: (626) 403-7241

If to Consultant:

Deanna Hansen
Rincon Consultants, Inc.
250 East 1st Street, Suite 1400
Los Angeles, CA 90012
Telephone: (213) 788-4828

With courtesy copy to:

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

17. SURVIVING COVENANTS

The parties agree that the covenants contained in Section 10, Section 13, Paragraph 12.2 and Section 14 of this Agreement shall survive the expiration or termination of this Agreement.

18. TERMINATION

17.1. City may terminate this Agreement for any reason on five calendar days' written notice to Consultant. Consultant may terminate this Agreement for any reason on

thirty calendar days' written notice to City. 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 promptly returned to City upon the termination or expiration of this Agreement.

- 17.2 If City terminates this Agreement due to no fault or failure of performance by Consultant, then 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 as provided in Section 5.2 above and as otherwise provided in this Agreement.

18. GENERAL PROVISIONS

- 18.1 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.
- 18.2 In the performance of this Agreement, Consultant shall not discriminate against any employee, subcontractor, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability, medical condition or any other unlawful basis.
- 18.3 The captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are 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 section or paragraph shall govern construction of this Agreement. Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular and vice versa, in any place or places herein in which the context requires such substitution(s).
- 18.4 The waiver by City or Consultant of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of any other term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition herein contained. No term, 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 to be charged with the waiver.
- 18.5 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.

- 18.6 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. If legal action shall be necessary to enforce any term, covenant or condition contained in this Agreement, the party prevailing in such action, whether or not reduced to judgment, shall be entitled to its reasonable court costs, including any accountants' and attorneys' fees expended in the action. 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.
- 18.7 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 in its amended form shall be enforceable. 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 thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
- 18.8 This Agreement shall be governed and construed in accordance with the laws of the State of California.
- 18.9 All documents referenced as exhibits in this Agreement are hereby incorporated into this Agreement. In the event of any material discrepancy between the provisions of this Agreement and those 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 behalf of the City and Consultant.
- 18.10 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. Consultant shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to race, sex (including pregnancy, childbirth, or related medical condition), creed, national

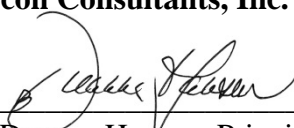
origin, color, disability as defined by law, disabled veteran status, Vietnam veteran status, religion, age (40 and above), medical condition (cancer-related), marital status, ancestry, or sexual orientation. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, 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.

TO EFFECTUATE THIS AGREEMENT, the parties have caused their duly authorized representatives to execute this Agreement as of the last date indicated below:

“City”
City of South Pasadena

“Consultant”
Rincon Consultants, Inc.

By: _____
Stephanie DeWolfe, City Manager

By:  _____
Deanna Hansen, Principal

Date: _____

Date: June 3, 2020 _____

Attest:

By _____

Date: _____

Approved as to form:

By _____
Teresa L. Highsmith, City Attorney

Date: _____

"EXHIBIT A"
SCOPE OF WORK

EXHIBIT A SCOPE OF WORK

Upon authorization from the City and under the supervision of City Staff, Consultant shall provide planning services for managing and expediting planning applications. Tasks shall include, but not limited to the following:

- **Application Completeness Review.** As required under the Permit Streamlining Act, Consultant shall prepare a completeness review letter within 30 days of the City's receipt of application. The letter shall be provided to the City for review and approval prior to 30-day deadline.
- **Application Routing.** Within three (3) days of Project Initiation, the Consultant shall organize application materials for routing to City departments and affected agencies. The purposes of this routing are to 1) allow departments and agencies to review materials and to identify materials required for a complete application and 2) provide all City department and affected agencies an early look at the project to begin to identify any key issues of concern or additional information required of the applicants. Consultant will circulate materials electronically to departments and affected agencies on the City's standard routing form.
- **Coordination and Communication.** Consultant shall coordinate the review of entitlement applications with City staff and the applicant team. This will include scheduling of meetings to review project materials, circulation of work products to appropriate parties, maintaining log of project schedule, and other efforts as required.
- **Site Visit:** If required for a specific project, Consultant shall conduct site visit(s).
- **Code and Design Conformance:** Consultant shall review, analyze, and evaluate project for consistency with the General Plan and compliance with the Zoning Code/ Specific Plan, Cultural Heritage Ordinance, Secretary of the Interior's Standards, and Design Guidelines. Consultant shall prepare comment/correction letter providing recommends for compliance with standards and guidelines for City review within two (2) weeks of submittal (or resubmittal).
- **CEQA:** Review project for conformance with the California Environmental Quality Act (CEQA) and prepare appropriate environmental document as needed. Environmental documents, including, but not limited to, Initial Studies and Negative Declarations, notices, and response to comments as required by CEQA. If required, Consultant shall review for adequacy any Mitigated Negative Declaration or Environmental Impact Report, response to comments, and all related documents prepared by other consultants for the project.
- **Technical Studies:** Consultant shall review the adequacy of all technical studies (Historic Resource Evaluation Report, Biological Survey, Traffic Impact Analysis, etc.) related to the project.

- **Tribal Consultations.** If required for a specific project, the Consultant shall prepare all appropriate documents and conduct tribal consultations.
- **Community Outreach.** If required for a specific application, Consultant shall develop outreach strategies and participate in and/or facilitate the outreach events. Deliverables may include: written analysis of finding and recommendations; graphics, charts, photographs, and electronic presentations; and handouts and presentations. Consultant shall prepare meeting summary and incorporate in the reports to the Planning Commission, Cultural Heritage Commission, Design Review Board, and/or City Council.
- **Public Notices:** Consultant shall prepare all public hearing notices (newspaper, postcard, on-site notices) for the project.
- **Commission/Board/City Council Review.** Consultant shall prepare the complete packets for Planning Commission, Cultural Heritage Commission, Design Review Board, and/or City Council hearings that include, but may not be limited to: staff report, conditions of approval, CEQA determination, resolution(s) and/or ordinance, associated project exhibits, and meeting presentation. These materials will be organized and presented in a form and format consistent with City practices and shall be submitted consistent with the City schedule. If an applicant's project materials will not be available on schedule for timely delivery of a meeting packet, the Consultant shall consult with the City prior to deadlines to determine how to proceed. Consultant shall be available to consult with City staff prior to the public hearing and shall present the project to for consideration, unless decided otherwise by the City. If a project is appealed, Consultant shall be available to process the appeal.
- **Closeout of Application:** Upon final action, Consultant shall prepare decision letters, final conditions of approval, notice of exemption/determination, other associated documents, and provide electronic stamped approved plans. Consultant shall provide an organized project file with all key documents at closeout (hardcopy and digital).

"EXHIBIT B"
FEE SCHEDULE

EXHIBIT B FEE SCHEDULE



Rincon Consultants, Inc.

Standard Fee Schedule for Environmental Sciences and Planning Services

Professional, Technical and Support Personnel*	Hourly Rate
Principal II	\$240
Director II	\$240
Principal I	\$220
Director I	\$220
Senior Supervisor II	\$205
Supervisor I	\$195
Senior Professional II	\$175
Senior Professional I	\$160
Professional IV	\$145
Professional III	\$130
Professional II	\$115
Professional I	\$105
Associate III	\$95
Associate II	\$90
Associate I	\$82
Project Assistant	\$75
Senior GIS Specialist	\$140
GIS/CADD Specialist II	\$125
GIS/CADD Specialist I	\$112
Technical Editor	\$112
Production Specialist	\$88
Clerical	\$75

*Professional classification includes: environmental scientists, urban planners, biologists, geologists, marine scientists, GHG verifiers, sustainability experts, cultural resources experts and other professionals. Expert witness services consisting of depositions or in-court testimony are charged at the hourly rate of \$350

Reimbursable Expenses

Direct Cost	Rates
Photocopies – Black and White	\$0.20 (single-sided), \$0.36 (double-sided)
Photocopies – Color	\$1.50 (single-sided), \$3.20 (double-sided)
Photocopies – 11 x 17	\$0.50 (B&W), \$3.20 (color)
Oversized Maps	\$8.00/square foot
Digital Production	\$15.00 (CD) and \$20.00 (flash drive)
Light-Duty and Passenger Vehicles*	\$85.00/day
4WD and Off-Road Vehicles*	\$135.00/day

* \$0.65/mile for mileage over 50 and for all miles incurred in employee-owned vehicles

Other Direct Costs associated with the execution of a project, that are not included in the hourly rates above, are billed at cost plus 15%. These may include, but are not limited to, laboratory and drilling services, subcontractor services, authorized travel expenses, permit charges and filing fees, mailings and postage, performance bonds, sample handling and shipment, rental equipment and vehicles other than covered by the above charges.

Annual Escalation. Standard rates subject to annual escalation

Payment Terms. All fees will be billed to Client monthly and shall be due and payable upon receipt. Invoices are delinquent if not paid within ten (10) days from receipt.

Environmental Sciences

Planners

Engineers



Equipment	Day Rate
Environmental Site Assessment	
Brass Sample Sleeves, Bailers, Disposable Bailers	\$25
Water Level Indicator, DC Purge Pump	\$40
Hand Auger Sampler	\$55
Oil-Water Interface Probe	\$85
Four Gas Monitor or Photo-Ionization Detector	\$120
Soil Vapor Extraction Monitoring Equipment	\$140
Flame Ionization Detector	\$200
Natural Resources Field Equipment	
Trimble GPS (sub-meter accuracy)	\$190
UAS Drone	\$250
Pettersson Bat Ultrasound Detector/Recording Equipment	\$150
Spotting or Fiberoptic Scope	\$150
Amphibian/Vernal Pool Field Package (digital camera, GPS, thermometer, decon chlorine, waders, float tube, hand net, field microscope)	\$150
Remote Field Package (digital camera, GPS, thermometer, binoculars, tablet and mifi, Delorme Satellite Beacon, 24-hour safety phone)	\$125
Sound Level Metering Field Package (anemometer, tripod and digital camera)	\$100
Standard Field Package (digital camera, GPS, thermometer, binoculars, tablet, safety equipment, and botanic collecting equipment)	\$95
Fisheries Equipment Package (waders, wetsuits, dip nets, seine nets, bubblers, buckets)	\$50
Water Quality Equipment (DO, pH, turbidity, refractometer, temperature)	\$55
Large Block Nets	\$100
Minnow Trap	\$85
Infrared Sensor Digital Camera or Computer Field Equipment	\$50
Scent Station	\$20
Laser Rangefinder/Altitude	\$10
Net, Hand/Large Seine	\$10/\$50
Pit-fall Traps, Spotlights, Anemometer, GPS Units, Sterilized Sample Jar	\$8
Mammal Trap, Large/Small	\$1.50/\$0.50
Water and Marine Resources Equipment	
Refractometer (salinity) or Turbidity Meter	\$35
Multi Parameter Sonde (temperature, conductivity, turbidity, DO, pH) with GPS	\$150
Boat (20 ft. Boston Whaler or similar)	\$300
Boat (26 ft. Radon or similar)	\$550
Side Scan or Single Beam Sonar	\$700
Underwater and Marine Sampling Gear includes: U/W Photo/Video Camera, SCUBA Equipment (tanks, BCD, regulators, wetsuits, etc.)	\$50/diver
Marine Field Package: (personal flotation devices (PFDs), 100 ft. reel tapes with stainless carabiners, Pelican floats, underwater slates, thermometer, refractometer, anemometer, various field guides)	\$50
Insurance, Hazard and Safety Fees	
L&H Dive Insurance	\$50/diver
Hazard Premium (In or Underwater ONLY per/hour)	\$1.25/hour
Level C Health and Safety	\$60 person

NON-COLLUSION DECLARATION

TO BE EXECUTED BY
BIDDER AND SUBMITTED WITH BID

The undersigned declares:

I am the _____ of _____, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____ [date], at _____ [city], _____ [state].”

Signature

Printed Name of Signatory

WORKERS' COMPENSATION
INSURANCE CERTIFICATE

The Contractor shall execute the following form as required by the California Labor Code, Sections 1860 and 1861:

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

DATE: _____

Contractor

By: _____
Signature

Title

Attest:

By: _____
Signature

Title

ATTACHMENT 2
Professional Services Agreement
Interwest Consulting Group, Inc.

PROFESSIONAL SERVICES AGREEMENT FOR CONSULTANT SERVICES
(City of South Pasadena / Interwest Consulting Group, Inc.)

1. IDENTIFICATION

This PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is entered into as of the last date indicated below by and between the City of South Pasadena, a California municipal corporation (“City”), and Interwest Consulting Group, Inc., a California corporation (“Consultant”) (collectively, “parties”).

2. RECITALS

- 2.1 City has determined that it requires the following professional services from a consultant: **As-needed, per-project basis, for expeditious review of development projects**
- 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.

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” means such professional services as are set forth in Consultant’s Scope of Work to City attached hereto as “**Exhibit A**” and fully incorporated herein by this reference and as described below:
 - 3.1.1 Consultant shall be required to enter into an Engagement Letter for each project for which Consultant is selected to provide services.
 - 3.1.2 Engagement Letters shall define the scope of the work for the specific project, estimated schedule for completion, and estimated not-to-exceed cost for completing the project. Engagement Letters shall identify tasks to be performed and anticipated hours for each tasks.
 - 3.1.3 Consultant acknowledges that the cost for services provided pursuant to any Engagement Letter shall be no greater than the not-to-exceed total compensation for the project unless the City has given specific advance approval in writing.
 - 3.1.4 Consultant shall notify the City Agreement Administrator, in writing, when

fees and expenses incurred under this Agreement have reached eighty percent (80%) of the maximum amount payable above. Consultant shall concurrently inform the City 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 provided in the Engagement Letters.

3.1.5 At the time of entering into an Engagement Letter, the Consultant shall be required to furnish: 1) a copy of the Consultant's current City of South Pasadena Business License, and 2) a current Certificate of Liability Insurance and Additional Insured Endorsement.

3.2 "Approved Fee Schedule" means such compensation rates as are set forth in Fee Schedule attached hereto as "**Exhibit B**" and fully 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.

3.3 "Commencement Date" means June 18, 2020.

3.4 "Termination Date" means December 31, 2020.

3.5 "City Agreement Administrator" means Joanna Hankamer, Director of Planning and Community Development.

3.6 "Consultant Project Administrator" means Paul Junker, Planning Group Leader.

4. TERM

The term of this Agreement shall commence at 12:00 a.m. on the Commencement Date and shall terminate at 11:59 p.m. on the Termination Date unless extended in writing by mutual agreement of the parties or terminated earlier in accordance with Section 18 ("Termination") below.

5. CONSULTANT'S SERVICES

5.1 Time is of the essence in Consultant's performance of services under this Agreement.

5.2 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. In no event shall the total compensation and costs payable to

Consultant under this Agreement exceed the sum of **fifty thousand dollars (\$50,000.00)** unless specifically approved in advance and in writing by City. Consultant shall notify the City Agreement Administrator, in writing, when fees and expenses incurred under this Agreement have reached eighty percent (80%) of the maximum amount payable above. Consultant shall concurrently inform the City 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 payable above.

- 5.3 Consultant shall perform all work to the highest standards of Consultant's profession and in a manner reasonably satisfactory to City. Consultant shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 *et seq.*).
- 5.4 Consultant represents that it has advised City in writing prior to the date of signing this Agreement of any 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.
- 5.5 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 both (i) such work would require Consultant to abstain from a decision under this Agreement pursuant to a conflict of interest statute and (ii) City has not consented in writing to Consultant's performance of such work.
- 5.6 Consultant represents that it has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All such services shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. **Paul Junker** shall be the Consultant Project Administrator and shall have direct responsibility for management of Consultant's performance under this Agreement. No other person shall serve as Consultant Project Administrator without City's prior written consent.
- 5.7 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.

- 5.8 Consultant shall be responsible to City for all services to be performed under this Agreement. All subconsultants shall be approved by the City Agreement Administrator and their billing rates identified in the Approved Fee Schedule, **Exhibit B**. City shall pay Consultant for work performed by its subconsultants (including labor) 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 subconsultants performing services under this Agreement. City shall not be liable for any payment, compensation, or federal and state taxes for any subconsultants.
- 5.9 Consultant shall notify the City Agreement Administrator, in writing, of any change in name, ownership or control of Consultant's firm or of any subconsultant. Change of ownership or control of Consultant's firm may require an amendment to the Agreement.
- 5.10 This Agreement is subject to prevailing wage law, for all work performed under the Agreement for which the payment of prevailing wages is required under the California Labor Code. In particular, Consultant acknowledges that prevailing wage determinations are available for the performance of inspection and survey work.

6. COMPENSATION

- 6.1 City agrees to compensate Consultant for the services provided under this Agreement, and Consultant agrees to accept payment in accordance with the Approved Fee Schedule in full satisfaction for such services.
- 6.2 Consultant shall submit to City an invoice, on a monthly basis or less frequently, for services performed pursuant to this Agreement. Each invoice shall identify the maximum amount payable above, the services rendered during the billing period, the amount due for the invoice, and the total amount previously invoiced. All labor charges shall be itemized by employee name and classification/position with the firm, the corresponding hourly rate, the hours worked, a description of each labor charge, and the total amount due for labor charges. City shall not withhold applicable taxes or other payroll deductions from payments made to Consultant except as otherwise required by law. Consultant shall include a copy of each subconsultant invoice for which reimbursement is sought in the invoice.
- 6.3 The parties agree to meet and confer at mutually agreeable times to resolve any disputed amounts contained in an invoice submitted by Consultant.
- 6.4 Payments for any services requested by City and not included in the Scope of Services may be made to Consultant by City on a time-and-materials basis pursuant

to the Approved Fee Schedule and without amendment of this Agreement, so long as such payment does not cause the maximum amount payable above to be exceeded.

7. OWNERSHIP OF WRITTEN PRODUCTS

All reports, documents or other written material, and all electronic files, including computer-aided design files, developed by Consultant in the performance of this Agreement (such written material and electronic files are collectively known as “written products”) 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.

8. RELATIONSHIP OF PARTIES

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

Under no circumstances shall Consultant look to the City as its 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, workers’ compensation, and other applicable federal and state taxes.

9. AGREEMENT ADMINISTRATOR

In performing services under this Agreement, Consultant shall coordinate all contact with City through its City Agreement Administrator. City reserves the right to change this designation upon written notice to Consultant. All services under this Agreement shall be performed at the request of the City Agreement Administrator, who will establish the timetable for completion of services and any interim milestones.

10. INDEMNIFICATION

10.1 The parties agree that City, its officers, agents, employees and volunteers should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys’ fees, litigation costs, taxes, or any

other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the parties intend the provisions of this indemnity provision to be interpreted and construed to provide the City with the fullest protection possible under the law. Consultant acknowledges that City would not enter into this Agreement in the absence of Consultant's commitment to indemnify and protect City as set forth herein.

- 10.2 To the fullest extent permitted by law, Consultant shall indemnify, hold harmless, and when the City requests with respect to a claim provide a deposit for the defense of, and defend City, its officers, agents, employees and volunteers from and against any and all claims, losses, costs and expenses for any damage due to death or injury to any person, whether physical, emotional, consequential or otherwise, and injury to any property 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 any of 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 or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the sole active negligence or willful misconduct of the City. Such costs and expenses shall include reasonable attorneys' fees due to counsel of City's choice, expert fees and all other expenses 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.
- 10.3 City shall have the right to offset against any compensation due Consultant under this Agreement any amount due City from Consultant as a result of Consultant's failure to pay City promptly any indemnification arising under this Section 10 of this Agreement and any amount due City from Consultant arising from Consultant's failure either to (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.
- 10.4 The obligations of Consultant under this Section 10 of this Agreement are not limited by the provisions of any workers' compensation or similar statute. Consultant expressly waives its statutory immunity under such statutes as to City, its officers, agents, employees and volunteers.
- 10.5 Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in Section 10 of this Agreement from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. If Consultant fails to obtain such indemnity obligations from others, Consultant agrees to indemnify, hold harmless and defend City, its officers, agents, employees and volunteers from and against any and all claims, losses, costs and expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional,

reckless, negligent, or otherwise wrongful acts, errors or omissions of Consultant's subcontractors or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of City's choice.

- 10.6 City does not, and shall not, waive any rights that it may possess against Consultant because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply whether or not any insurance policies apply to a claim, demand, damage, liability, loss, cost or expense.
- 10.7 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.
- 10.8 Notwithstanding any federal, state, or local policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in CalPERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for CalPERS benefits.

11. INSURANCE

- 11.1 During the term of this Agreement, Consultant shall carry, maintain, and keep in full force and effect insurance against claims for death or injuries to persons or damages to property that may arise from or in connection with Consultant's performance of this Agreement.
- 11.2 Any available insurance proceeds broader than or in excess of the specified minimum Insurance coverage requirements or limits shall be available to City as an Additional Insured as provided below. 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.

- 11.3 Insurance required under this Agreement shall be of the types set forth below, with minimum coverage as described:
- 11.3.1 Comprehensive General Liability Insurance with coverage limits of not less than One Million Dollars (\$1,000,000) including products and operations hazard, contractual insurance, broad form property damage, independent consultants, personal injury, underground hazard, and explosion and collapse hazard where applicable.
 - 11.3.2 Automobile Liability Insurance for vehicles used in connection with the performance of this Agreement with minimum limits of One Million Dollars (\$1,000,000) per claimant and One Million dollars (\$1,000,000) per incident.
 - 11.3.3 Worker's Compensation insurance if and as required by the laws of the State of California.
 - 11.3.4 Professional Errors and Omissions Insurance with coverage limits of not less than One Million Dollars (\$1,000,000).
- 11.4 Consultant shall require each of its subconsultants to maintain insurance coverage that meets all of the requirements of this Agreement provided however, that the City Agreement Administrator may waive the provision of Errors and Omissions Insurance by subconsultants in his or her sole discretion.
- 11.5 The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least A:VII in the latest edition of Best's Insurance Guide.
- 11.6 Consultant agrees that if it does not keep the insurance coverages required by this Agreement in full force and effect, City may either (i) immediately terminate this Agreement; or (ii) take out the necessary insurance and pay the premium(s) thereon at Consultant's expense.
- 11.7 At all times during the term of this Agreement, Consultant shall maintain on file with City's Risk Manager a certificate or certificates of insurance showing that the required coverages are in effect and naming City and its officers, employees, agents and volunteers as Additional Insureds. Prior to commencement of work under this Agreement, Consultant shall file with City's Risk Manager such certificate(s) and Forms CG 20 10 07 04 and CG 20 37 07 04 or the substantial equivalent showing City as an Additional Insured.
- 11.8 Consultant shall provide proof that policies of insurance required by this Agreement expiring during the term of this Agreement 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.

- 11.9 The general liability and automobile policies of insurance required by this Agreement shall contain an endorsement naming City and its officers, employees, agents and volunteers as Additional Insureds. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty days' prior written notice to City. Consultant agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.
- 11.10 The insurance provided by Consultant shall be primary to any other 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.
- 11.11 All insurance coverage provided pursuant to this Agreement shall not prohibit Consultant, and Consultant's employees, agents or subcontractors, from waiving the right of subrogation prior to a loss. Consultant hereby waives all rights of subrogation against the City.
- 11.12 Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of City, Consultant shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Consultant shall procure a bond in the amount of the deductible or self-insured retention to guarantee payment of losses and expenses.
- 11.13 Procurement of insurance by Consultant shall not be construed as a limitation of Consultant's liability or as full performance of Consultant's duties to indemnify, hold harmless and defend under Section 10 of this Agreement.
- 11.14 Consultant may be self-insured under the terms of this Agreement only with express written approval from the City.
 - 11.14.1 All self-insured retentions (SIR) must be disclosed to the City for approval and shall not reduce the limits of liability.
 - 11.14.2 Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named Insured or the City.

- 11.15 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. MUTUAL COOPERATION

- 12.1 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.
- 12.2 If any claim, action, or proceeding 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, action, or proceeding.

13. CONFIDENTIALITY

All data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without prior written consent by City. City shall grant such consent if disclosure is legally required. Upon request, all City data shall be returned to City upon the termination or expiration of this Agreement.

14. RECORDS AND INSPECTIONS

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. City shall further have the right to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.

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 the Agreement.

15. 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.

16. 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:

Joanna Hankamer
City of South Pasadena
Planning and Building
1414 Mission Street
South Pasadena, CA 91030
Telephone: (626) 403-7220
Facsimile: (626) 403-7241

If to Consultant:

Jim Ross
Interwest Consulting Group, Inc.
15140 Transistor Lane
Huntington Beach, CA 92649
Telephone: (714) 899-9039 Phone

With courtesy copy to:

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

17. SURVIVING COVENANTS

The parties agree that the covenants contained in Section 10, Section 13, Paragraph 12.2 and Section 14 of this Agreement shall survive the expiration or termination of this Agreement.

18. TERMINATION

17.1. City may terminate this Agreement for any reason on five calendar days' written notice to Consultant. Consultant may terminate this Agreement for any reason on

thirty calendar days' written notice to City. 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 promptly returned to City upon the termination or expiration of this Agreement.

- 17.2 If City terminates this Agreement due to no fault or failure of performance by Consultant, then 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 as provided in Section 5.2 above and as otherwise provided in this Agreement.

18. GENERAL PROVISIONS

- 18.1 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.
- 18.2 In the performance of this Agreement, Consultant shall not discriminate against any employee, subcontractor, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability, medical condition or any other unlawful basis.
- 18.3 The captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are 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 section or paragraph shall govern construction of this Agreement. Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular and vice versa, in any place or places herein in which the context requires such substitution(s).
- 18.4 The waiver by City or Consultant of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of any other term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition herein contained. No term, 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 to be charged with the waiver.
- 18.5 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.

- 18.6 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. If legal action shall be necessary to enforce any term, covenant or condition contained in this Agreement, the party prevailing in such action, whether or not reduced to judgment, shall be entitled to its reasonable court costs, including any accountants' and attorneys' fees expended in the action. 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.
- 18.7 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 in its amended form shall be enforceable. 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 thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
- 18.8 This Agreement shall be governed and construed in accordance with the laws of the State of California.
- 18.9 All documents referenced as exhibits in this Agreement are hereby incorporated into this Agreement. In the event of any material discrepancy between the provisions of this Agreement and those 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 behalf of the City and Consultant.
- 18.10 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. Consultant shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to race, sex (including pregnancy, childbirth, or related medical condition), creed, national

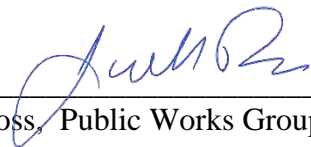
origin, color, disability as defined by law, disabled veteran status, Vietnam veteran status, religion, age (40 and above), medical condition (cancer-related), marital status, ancestry, or sexual orientation. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, 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.

TO EFFECTUATE THIS AGREEMENT, the parties have caused their duly authorized representatives to execute this Agreement as of the last date indicated below:

“City”
City of South Pasadena

“Consultant”
Interwest Consulting Group, Inc.

By: _____
Stephanie DeWolfe, City Manager

By:  _____
Jim Ross, Public Works Group Leader

Date: _____

Date: June 3, 2020

Attest:

By _____

Date: _____

Approved as to form:

By _____
Teresa L. Highsmith, City Attorney

Date: _____

"EXHIBIT A"
SCOPE OF WORK

EXHIBIT A SCOPE OF WORK

Upon authorization from the City and under the supervision of City Staff, Consultant shall provide planning services for managing and expediting planning applications. Tasks shall include, but not limited to the following:

- **Application Completeness Review.** As required under the Permit Streamlining Act, Consultant shall prepare a completeness review letter within 30 days of the City's receipt of application. The letter shall be provided to the City for review and approval prior to 30-day deadline.
- **Application Routing.** Within three (3) days of Project Initiation, the Consultant shall organize application materials for routing to City departments and affected agencies. The purposes of this routing are to 1) allow departments and agencies to review materials and to identify materials required for a complete application and 2) provide all City department and affected agencies an early look at the project to begin to identify any key issues of concern or additional information required of the applicants. Consultant will circulate materials electronically to departments and affected agencies on the City's standard routing form.
- **Coordination and Communication.** Consultant shall coordinate the review of entitlement applications with City staff and the applicant team. This will include scheduling of meetings to review project materials, circulation of work products to appropriate parties, maintaining log of project schedule, and other efforts as required.
- **Site Visit:** If required for a specific project, Consultant shall conduct site visit(s).
- **Code and Design Conformance:** Consultant shall review, analyze, and evaluate project for consistency with the General Plan and compliance with the Zoning Code/ Specific Plan, Cultural Heritage Ordinance, Secretary of the Interior's Standards, and Design Guidelines. Consultant shall prepare comment/correction letter providing recommends for compliance with standards and guidelines for City review within two (2) weeks of submittal (or resubmittal).
- **CEQA:** Review project for conformance with the California Environmental Quality Act (CEQA) and prepare appropriate environmental document as needed. Environmental documents, including, but not limited to, Initial Studies and Negative Declarations, notices, and response to comments as required by CEQA. If required, Consultant shall review for adequacy any Mitigated Negative Declaration or Environmental Impact Report, response to comments, and all related documents prepared by other consultants for the project.
- **Technical Studies:** Consultant shall review the adequacy of all technical studies (Historic Resource Evaluation Report, Biological Survey, Traffic Impact Analysis, etc.) related to the project.

- **Tribal Consultations.** If required for a specific project, the Consultant shall prepare all appropriate documents and conduct tribal consultations.
- **Community Outreach.** If required for a specific application, Consultant shall develop outreach strategies and participate in and/or facilitate the outreach events. Deliverables may include: written analysis of finding and recommendations; graphics, charts, photographs, and electronic presentations; and handouts and presentations. Consultant shall prepare meeting summary and incorporate in the reports to the Planning Commission, Cultural Heritage Commission, Design Review Board, and/or City Council.
- **Public Notices:** Consultant shall prepare all public hearing notices (newspaper, postcard, on-site notices) for the project.
- **Commission/Board/City Council Review.** Consultant shall prepare the complete packets for Planning Commission, Cultural Heritage Commission, Design Review Board, and/or City Council hearings that include, but may not be limited to: staff report, conditions of approval, CEQA determination, resolution(s) and/or ordinance, associated project exhibits, and meeting presentation. These materials will be organized and presented in a form and format consistent with City practices and shall be submitted consistent with the City schedule. If an applicant's project materials will not be available on schedule for timely delivery of a meeting packet, the Consultant shall consult with the City prior to deadlines to determine how to proceed. Consultant shall be available to consult with City staff prior to the public hearing and shall present the project to for consideration, unless decided otherwise by the City. If a project is appealed, Consultant shall be available to process the appeal.
- **Closeout of Application:** Upon final action, Consultant shall prepare decision letters, final conditions of approval, notice of exemption/determination, other associated documents, and provide electronic stamped approved plans. Consultant shall provide an organized project file with all key documents at closeout (hardcopy and digital).

"EXHIBIT B"
FEE SCHEDULE

**Exhibit B
Fee Schedule**

Interwest Consulting Group

Hourly Rates

The rates displayed in the fee schedule below reflect Interwest’s current fees. Hourly rates are typically reviewed yearly on July 1 and may be subject to revision unless under specific contract obligations. In addition, there is no charge for shipping, supply or material costs.

Classification	Hourly Billing Rate
Senior Advisor.....	\$165
Principal Planner.....	\$150
Senior Planner.....	\$140
Associate Planner.....	\$125
Assistant Planner.....	\$100

NON-COLLUSION DECLARATION

TO BE EXECUTED BY
BIDDER AND SUBMITTED WITH BID

The undersigned declares:

I am the _____ of _____, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____ [date], at _____ [city], _____ [state].”

Signature

Printed Name of Signatory

WORKERS' COMPENSATION
INSURANCE CERTIFICATE

The Contractor shall execute the following form as required by the California Labor Code, Sections 1860 and 1861:

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

DATE: _____

Contractor

By: _____
Signature

Title

Attest:

By: _____
Signature

Title

ATTACHMENT 3
Professional Services Agreement
MIG, Inc.

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

1. IDENTIFICATION

This PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is entered into as of the last date indicated below by and between the City of South Pasadena, a California municipal corporation (“City”), and MIG, Inc., a California corporation (“Consultant”) (collectively, “parties”).

2. RECITALS

- 2.1 City has determined that it requires the following professional services from a consultant: **As-needed, per-project basis, for expeditious review of development projects**
- 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.

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” means such professional services as are set forth in Consultant’s Scope of Work to City attached hereto as “**Exhibit A**” and fully incorporated herein by this reference and as described below:
 - 3.1.1 Consultant shall be required to enter into an Engagement Letter for each project for which Consultant is selected to provide services.
 - 3.1.2 Engagement Letters shall define the scope of the work for the specific project, estimated schedule for completion, and estimated not-to-exceed cost for completing the project. Engagement Letters shall identify tasks to be performed and anticipated hours for each tasks.
 - 3.1.3 Consultant acknowledges that the cost for services provided pursuant to any Engagement Letter shall be no greater than the not-to-exceed total compensation for the project unless the City has given specific advance approval in writing.
 - 3.1.4 Consultant shall notify the City Agreement Administrator, in writing, when

fees and expenses incurred under this Agreement have reached eighty percent (80%) of the maximum amount payable above. Consultant shall concurrently inform the City 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 provided in the Engagement Letters.

3.1.5 At the time of entering into an Engagement Letter, the Consultant shall be required to furnish: 1) a copy of the Consultant's current City of South Pasadena Business License, and 2) a current Certificate of Liability Insurance and Additional Insured Endorsement.

3.2 "Approved Fee Schedule" means such compensation rates as are set forth in Fee Schedule attached hereto as "**Exhibit B**" and fully 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.

3.3 "Commencement Date" means June 18, 2020.

3.4 "Termination Date" means December 31, 2020.

3.5 "City Agreement Administrator" means Joanna Hankamer, Director of Planning and Community Development.

3.6 "Consultant Project Administrator" means Rick Zimmer.

4. **TERM**

The term of this Agreement shall commence at 12:00 a.m. on the Commencement Date and shall terminate at 11:59 p.m. on the Termination Date unless extended in writing by mutual agreement of the parties or terminated earlier in accordance with Section 18 ("Termination") below.

5. **CONSULTANT'S SERVICES**

5.1 Time is of the essence in Consultant's performance of services under this Agreement.

5.2 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. In no event shall the total compensation and costs payable to

Consultant under this Agreement exceed the sum of **fifty thousand dollars (\$50,000.00)** unless specifically approved in advance and in writing by City. Consultant shall notify the City Agreement Administrator, in writing, when fees and expenses incurred under this Agreement have reached eighty percent (80%) of the maximum amount payable above. Consultant shall concurrently inform the City 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 payable above.

- 5.3 Consultant shall perform all work to the highest standards of Consultant's profession and in a manner reasonably satisfactory to City. Consultant shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 *et seq.*).
- 5.4 Consultant represents that it has advised City in writing prior to the date of signing this Agreement of any 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.
- 5.5 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 both (i) such work would require Consultant to abstain from a decision under this Agreement pursuant to a conflict of interest statute and (ii) City has not consented in writing to Consultant's performance of such work.
- 5.6 Consultant represents that it 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. **Rick Zimmer** shall be the Consultant Project Administrator and shall have direct responsibility for management of Consultant's performance under this Agreement. No other person shall serve as Consultant Project Administrator without City's prior written consent.
- 5.7 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.

- 5.8 Consultant shall be responsible to City for all services to be performed under this Agreement. All subconsultants shall be approved by the City Agreement Administrator and their billing rates identified in the Approved Fee Schedule, **Exhibit B**. City shall pay Consultant for work performed by its subconsultants (including labor) 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 subconsultants performing services under this Agreement. City shall not be liable for any payment, compensation, or federal and state taxes for any subconsultants.
- 5.9 Consultant shall notify the City Agreement Administrator, in writing, of any change in name, ownership or control of Consultant's firm or of any subconsultant. Change of ownership or control of Consultant's firm may require an amendment to the Agreement.
- 5.10 This Agreement is subject to prevailing wage law, for all work performed under the Agreement for which the payment of prevailing wages is required under the California Labor Code. In particular, Consultant acknowledges that prevailing wage determinations are available for the performance of inspection and survey work.

6. COMPENSATION

- 6.1 City agrees to compensate Consultant for the services provided under this Agreement, and Consultant agrees to accept payment in accordance with the Approved Fee Schedule in full satisfaction for such services.
- 6.2 Consultant shall submit to City an invoice, on a monthly basis or less frequently, for services performed pursuant to this Agreement. Each invoice shall identify the maximum amount payable above, the services rendered during the billing period, the amount due for the invoice, and the total amount previously invoiced. All labor charges shall be itemized by employee name and classification/position with the firm, the corresponding hourly rate, the hours worked, a description of each labor charge, and the total amount due for labor charges. City shall not withhold applicable taxes or other payroll deductions from payments made to Consultant except as otherwise required by law. Consultant shall include a copy of each subconsultant invoice for which reimbursement is sought in the invoice.
- 6.3 The parties agree to meet and confer at mutually agreeable times to resolve any disputed amounts contained in an invoice submitted by Consultant.
- 6.4 Payments for any services requested by City and not included in the Scope of Services may be made to Consultant by City on a time-and-materials basis pursuant

to the Approved Fee Schedule and without amendment of this Agreement, so long as such payment does not cause the maximum amount payable above to be exceeded.

7. OWNERSHIP OF WRITTEN PRODUCTS

All reports, documents or other written material, and all electronic files, including computer-aided design files, developed by Consultant in the performance of this Agreement (such written material and electronic files are collectively known as “written products”) 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.

8. RELATIONSHIP OF PARTIES

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

Under no circumstances shall Consultant look to the City as its 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, workers’ compensation, and other applicable federal and state taxes.

9. AGREEMENT ADMINISTRATOR

In performing services under this Agreement, Consultant shall coordinate all contact with City through its City Agreement Administrator. City reserves the right to change this designation upon written notice to Consultant. All services under this Agreement shall be performed at the request of the City Agreement Administrator, who will establish the timetable for completion of services and any interim milestones.

10. INDEMNIFICATION

10.1 The parties agree that City, its officers, agents, employees and volunteers should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys’ fees, litigation costs, taxes, or any

other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the parties intend the provisions of this indemnity provision to be interpreted and construed to provide the City with the fullest protection possible under the law. Consultant acknowledges that City would not enter into this Agreement in the absence of Consultant's commitment to indemnify and protect City as set forth herein.

- 10.2 To the fullest extent permitted by law, Consultant shall indemnify, hold harmless, and when the City requests with respect to a claim provide a deposit for the defense of, and defend City, its officers, agents, employees and volunteers from and against any and all claims, losses, costs and expenses for any damage due to death or injury to any person, whether physical, emotional, consequential or otherwise, and injury to any property 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 any of 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 or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the sole active negligence or willful misconduct of the City. Such costs and expenses shall include reasonable attorneys' fees due to counsel of City's choice, expert fees and all other expenses 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.
- 10.3 City shall have the right to offset against any compensation due Consultant under this Agreement any amount due City from Consultant as a result of Consultant's failure to pay City promptly any indemnification arising under this Section 10 of this Agreement and any amount due City from Consultant arising from Consultant's failure either to (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.
- 10.4 The obligations of Consultant under this Section 10 of this Agreement are not limited by the provisions of any workers' compensation or similar statute. Consultant expressly waives its statutory immunity under such statutes as to City, its officers, agents, employees and volunteers.
- 10.5 Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in Section 10 of this Agreement from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. If Consultant fails to obtain such indemnity obligations from others, Consultant agrees to indemnify, hold harmless and defend City, its officers, agents, employees and volunteers from and against any and all claims, losses, costs and expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional,

reckless, negligent, or otherwise wrongful acts, errors or omissions of Consultant's subcontractors or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of City's choice.

- 10.6 City does not, and shall not, waive any rights that it may possess against Consultant because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply whether or not any insurance policies apply to a claim, demand, damage, liability, loss, cost or expense.
- 10.7 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.
- 10.8 Notwithstanding any federal, state, or local policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in CalPERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for CalPERS benefits.

11. INSURANCE

- 11.1 During the term of this Agreement, Consultant shall carry, maintain, and keep in full force and effect insurance against claims for death or injuries to persons or damages to property that may arise from or in connection with Consultant's performance of this Agreement.
- 11.2 Any available insurance proceeds broader than or in excess of the specified minimum Insurance coverage requirements or limits shall be available to City as an Additional Insured as provided below. 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.

- 11.3 Insurance required under this Agreement shall be of the types set forth below, with minimum coverage as described:
- 11.3.1 Comprehensive General Liability Insurance with coverage limits of not less than One Million Dollars (\$1,000,000) including products and operations hazard, contractual insurance, broad form property damage, independent consultants, personal injury, underground hazard, and explosion and collapse hazard where applicable.
 - 11.3.2 Automobile Liability Insurance for vehicles used in connection with the performance of this Agreement with minimum limits of One Million Dollars (\$1,000,000) per claimant and One Million dollars (\$1,000,000) per incident.
 - 11.3.3 Worker's Compensation insurance if and as required by the laws of the State of California.
 - 11.3.4 Professional Errors and Omissions Insurance with coverage limits of not less than One Million Dollars (\$1,000,000).
- 11.4 Consultant shall require each of its subconsultants to maintain insurance coverage that meets all of the requirements of this Agreement provided however, that the City Agreement Administrator may waive the provision of Errors and Omissions Insurance by subconsultants in his or her sole discretion.
- 11.5 The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least A:VII in the latest edition of Best's Insurance Guide.
- 11.6 Consultant agrees that if it does not keep the insurance coverages required by this Agreement in full force and effect, City may either (i) immediately terminate this Agreement; or (ii) take out the necessary insurance and pay the premium(s) thereon at Consultant's expense.
- 11.7 At all times during the term of this Agreement, Consultant shall maintain on file with City's Risk Manager a certificate or certificates of insurance showing that the required coverages are in effect and naming City and its officers, employees, agents and volunteers as Additional Insureds. Prior to commencement of work under this Agreement, Consultant shall file with City's Risk Manager such certificate(s) and Forms CG 20 10 07 04 and CG 20 37 07 04 or the substantial equivalent showing City as an Additional Insured.
- 11.8 Consultant shall provide proof that policies of insurance required by this Agreement expiring during the term of this Agreement 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.

- 11.9 The general liability and automobile policies of insurance required by this Agreement shall contain an endorsement naming City and its officers, employees, agents and volunteers as Additional Insureds. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty days' prior written notice to City. Consultant agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.
- 11.10 The insurance provided by Consultant shall be primary to any other 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.
- 11.11 All insurance coverage provided pursuant to this Agreement shall not prohibit Consultant, and Consultant's employees, agents or subcontractors, from waiving the right of subrogation prior to a loss. Consultant hereby waives all rights of subrogation against the City.
- 11.12 Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of City, Consultant shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Consultant shall procure a bond in the amount of the deductible or self-insured retention to guarantee payment of losses and expenses.
- 11.13 Procurement of insurance by Consultant shall not be construed as a limitation of Consultant's liability or as full performance of Consultant's duties to indemnify, hold harmless and defend under Section 10 of this Agreement.
- 11.14 Consultant may be self-insured under the terms of this Agreement only with express written approval from the City.
 - 11.14.1 All self-insured retentions (SIR) must be disclosed to the City for approval and shall not reduce the limits of liability.
 - 11.14.2 Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named Insured or the City.

11.15 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. MUTUAL COOPERATION

12.1 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.

12.2 If any claim, action, or proceeding 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, action, or proceeding.

13. CONFIDENTIALITY

All data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without prior written consent by City. City shall grant such consent if disclosure is legally required. Upon request, all City data shall be returned to City upon the termination or expiration of this Agreement.

14. RECORDS AND INSPECTIONS

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. City shall further have the right to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.

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 the Agreement.

15. 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.

16. 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:

Joanna Hankamer
City of South Pasadena
Planning and Building
1414 Mission Street
South Pasadena, CA 91030
Telephone: (626) 403-7220
Facsimile: (626) 403-7241

If to Consultant:

Rick Zimmer
MIG, Inc.
109 W. Union Avenue
Fullerton, California 92832
Telephone: (714) 779-1158

With courtesy copy to:

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

17. SURVIVING COVENANTS

The parties agree that the covenants contained in Section 10, Section 13, Paragraph 12.2 and Section 14 of this Agreement shall survive the expiration or termination of this Agreement.

18. TERMINATION

17.1. City may terminate this Agreement for any reason on five calendar days' written notice to Consultant. Consultant may terminate this Agreement for any reason on

thirty calendar days' written notice to City. 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 promptly returned to City upon the termination or expiration of this Agreement.

- 17.2 If City terminates this Agreement due to no fault or failure of performance by Consultant, then 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 as provided in Section 5.2 above and as otherwise provided in this Agreement.

18. GENERAL PROVISIONS

- 18.1 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.
- 18.2 In the performance of this Agreement, Consultant shall not discriminate against any employee, subcontractor, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability, medical condition or any other unlawful basis.
- 18.3 The captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are 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 section or paragraph shall govern construction of this Agreement. Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular and vice versa, in any place or places herein in which the context requires such substitution(s).
- 18.4 The waiver by City or Consultant of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of any other term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition herein contained. No term, 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 to be charged with the waiver.
- 18.5 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.

- 18.6 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. If legal action shall be necessary to enforce any term, covenant or condition contained in this Agreement, the party prevailing in such action, whether or not reduced to judgment, shall be entitled to its reasonable court costs, including any accountants' and attorneys' fees expended in the action. 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.
- 18.7 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 in its amended form shall be enforceable. 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 thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
- 18.8 This Agreement shall be governed and construed in accordance with the laws of the State of California.
- 18.9 All documents referenced as exhibits in this Agreement are hereby incorporated into this Agreement. In the event of any material discrepancy between the provisions of this Agreement and those 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 behalf of the City and Consultant.
- 18.10 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. Consultant shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to race, sex (including pregnancy, childbirth, or related medical condition), creed, national

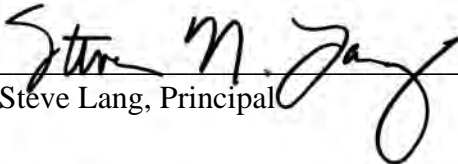
origin, color, disability as defined by law, disabled veteran status, Vietnam veteran status, religion, age (40 and above), medical condition (cancer-related), marital status, ancestry, or sexual orientation. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, 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.

TO EFFECTUATE THIS AGREEMENT, the parties have caused their duly authorized representatives to execute this Agreement as of the last date indicated below:

“City”
City of South Pasadena

“Consultant”
MIG, Inc.

By: _____
Stephanie DeWolfe, City Manager

By:  _____
Steve Lang, Principal

Date: _____

Date: 6/4/2020

Attest:

By _____

Date: _____

Approved as to form:

By _____
Teresa L. Highsmith, City Attorney

Date: _____

**“EXHIBIT A”
SCOPE OF WORK**

EXHIBIT A SCOPE OF WORK

Upon authorization from the City and under the supervision of City Staff, Consultant shall provide planning services for managing and expediting planning applications. Tasks shall include, but not limited to the following:

- **Application Completeness Review.** As required under the Permit Streamlining Act, Consultant shall prepare a completeness review letter within 30 days of the City's receipt of application. The letter shall be provided to the City for review and approval prior to 30-day deadline.
- **Application Routing.** Within three (3) days of Project Initiation, the Consultant shall organize application materials for routing to City departments and affected agencies. The purposes of this routing are to 1) allow departments and agencies to review materials and to identify materials required for a complete application and 2) provide all City department and affected agencies an early look at the project to begin to identify any key issues of concern or additional information required of the applicants. Consultant will circulate materials electronically to departments and affected agencies on the City's standard routing form.
- **Coordination and Communication.** Consultant shall coordinate the review of entitlement applications with City staff and the applicant team. This will include scheduling of meetings to review project materials, circulation of work products to appropriate parties, maintaining log of project schedule, and other efforts as required.
- **Site Visit:** If required for a specific project, Consultant shall conduct site visit(s).
- **Code and Design Conformance:** Consultant shall review, analyze, and evaluate project for consistency with the General Plan and compliance with the Zoning Code/ Specific Plan, Cultural Heritage Ordinance, Secretary of the Interior's Standards, and Design Guidelines. Consultant shall prepare comment/correction letter providing recommends for compliance with standards and guidelines for City review within two (2) weeks of submittal (or resubmittal).
- **CEQA:** Review project for conformance with the California Environmental Quality Act (CEQA) and prepare appropriate environmental document as needed. Environmental documents, including, but not limited to, Initial Studies and Negative Declarations, notices, and response to comments as required by CEQA. If required, Consultant shall review for adequacy any Mitigated Negative Declaration or Environmental Impact Report, response to comments, and all related documents prepared by other consultants for the project.
- **Technical Studies:** Consultant shall review the adequacy of all technical studies (Historic Resource Evaluation Report, Biological Survey, Traffic Impact Analysis, etc.) related to the project.

- **Tribal Consultations.** If required for a specific project, the Consultant shall prepare all appropriate documents and conduct tribal consultations.
- **Community Outreach.** If required for a specific application, Consultant shall develop outreach strategies and participate in and/or facilitate the outreach events. Deliverables may include: written analysis of finding and recommendations; graphics, charts, photographs, and electronic presentations; and handouts and presentations. Consultant shall prepare meeting summary and incorporate in the reports to the Planning Commission, Cultural Heritage Commission, Design Review Board, and/or City Council.
- **Public Notices:** Consultant shall prepare all public hearing notices (newspaper, postcard, on-site notices) for the project.
- **Commission/Board/City Council Review.** Consultant shall prepare the complete packets for Planning Commission, Cultural Heritage Commission, Design Review Board, and/or City Council hearings that include, but may not be limited to: staff report, conditions of approval, CEQA determination, resolution(s) and/or ordinance, associated project exhibits, and meeting presentation. These materials will be organized and presented in a form and format consistent with City practices and shall be submitted consistent with the City schedule. If an applicant's project materials will not be available on schedule for timely delivery of a meeting packet, the Consultant shall consult with the City prior to deadlines to determine how to proceed. Consultant shall be available to consult with City staff prior to the public hearing and shall present the project to for consideration, unless decided otherwise by the City. If a project is appealed, Consultant shall be available to process the appeal.
- **Closeout of Application:** Upon final action, Consultant shall prepare decision letters, final conditions of approval, notice of exemption/determination, other associated documents, and provide electronic stamped approved plans. Consultant shall provide an organized project file with all key documents at closeout (hardcopy and digital).

**“EXHIBIT B”
FEE SCHEDULE**

EXHIBIT B

**CITY OF SOUTH PASADENA
MIG FEE SCHEDULE
HOURLY RATES BY POSITION'**

Total estimated fees for any specific assignment will be developed for each assignment and submitted for approval by the City. These fees will be based on the following hourly rate for the MOIG staff specifically assigned to a project.

Principal-In-Charge	\$200 per hour
Director of Planning	\$180 per hour
Senior Planner	\$150 per hour
Senior Associate Planner	\$130 per hour
Associate Planner	\$110 per hour
Assistant Planner	\$90 per hour
Administrative	\$75 per hour

Applicable project-related expenses will be charged at cost plus 15%.

NON-COLLUSION DECLARATION

TO BE EXECUTED BY
BIDDER AND SUBMITTED WITH BID

The undersigned declares:

I am the _____ of _____, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____ [date], at _____ [city], _____ [state].”

Signature

Printed Name of Signatory

WORKERS' COMPENSATION
INSURANCE CERTIFICATE

The Contractor shall execute the following form as required by the California Labor Code, Sections 1860 and 1861:

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

DATE: _____

Contractor

By: _____
Signature

Title

Attest:

By: _____
Signature

Title



City Council Agenda Report

ITEM NO. 13

DATE: June 17, 2020

FROM: Stephanie DeWolfe, City Manager

PREPARED BY: Lucy Demirjian, Assistant to the City Manager

SUBJECT: **Approval of an Amendment to the Amended and Restated Agreement with Acorn Technology to Extend Term of Agreement for One Year for Information Technology Services**

Recommendation

It is recommended that the City Council approve an Amendment to the Amended and Restated Agreement with Acorn Technology (Acorn) to extend the term of services for one additional year, through June 2021, for the maintenance and continuity of Information Technology (IT) Services. All other terms of the contract will remain the same, including hourly rates and not-to-exceed total annual maximum amount of \$185,200.

Discussion/Analysis

Acorn provides the experience, proficiency and service delivery indispensable to the operation and maintenance of the City's IT system. Since retaining Acorn, the City has seen significant upgrades and improvements to the IT infrastructure. With the support of Acorn's team of professionals, the City's IT system has realized benefits in security and functionality.

The COVID-19 pandemic has highlighted the need for technology and innovation in the public sector. The City was fortunate to have improved its IT systems over the last several years, enabling staff to work remotely and continue to provide valuable services to the community through virtual platforms.

Due to the City's immediate needs and in order to preserve continuity of services, staff recommends extending the current contract with Acorn for an additional year.

The rates agreed upon in the July 2017 amended and restated agreement will remain in effect through the end of the new contract term (June 30, 2021).

Background

On December 3, 2014, the City Council approved a professional services agreement with Acorn Technology Corporation (Acorn) for IT Services through June 30, 2020. Per Section 2.1 of the agreement, Acorn could propose a rate increase beginning July 1, 2017. Staff worked with Acorn to revise the rate structure in a manner that was amenable to both parties. On July 19, 2017, City

Council approved an amended and restated agreement to bring the agreement in closer alignment with standard language in current City professional services agreements and clarify language in order to best meet the needs of the organization.

Extending the contract would continue the level of service the City currently receives including a dedicated on-site IT Analyst (120 hrs/month), and remote resources including IT Manager (60 hrs/month) and helpdesk support team (180 hrs/month). Acorn provides a team of professionals with the depth and breadth of technical skills and expertise that could not be replicated in house for the same cost.

In addition to its 24/7/365 client help desk support, desktop technician support, network administration, system administration and maintenance, Acorn has offered its expertise to develop, implement and support projects citywide, including:

- reviewing and assessing all hardware and software;
- creating a five-year replacement schedule for computer equipment purchasing;
- configuring and implementing a virtualized server system;
- ensuring system requirements met for various software upgrades;
- assisting with consolidation of multi-function printers;
- upgrading the police network to meet Department of Justice standards;
- acquiring understanding of sensitive law enforcement application systems;
- playing a critical role in the upgrade of the detectives unit and dispatch center;
- facilitating implementation of high-speed broadband connectivity at the Public Library;
- assisting in the evaluation of the City's telecom system.

Next Steps

Staff intends to prepare an RFP for IT services for a new contract beginning in 2021.

Fiscal Impact

The proposed FY 2020-21 Budget has appropriated funds for IT services.

Legal Review

The City Attorney has reviewed this item and prepared the Amendment.

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. - *News*.

Attachments:

1. Amendment to Acorn Technology Professional Services Agreement – June 2020
2. Acorn Technology PSA (Amended and Restated) - July 2017

ATTACHMENT 1
Amendment to Acorn Technology
Professional Services Agreement
June 2020

AMENDMENT TO
AGREEMENT FOR SERVICES

THIS AMENDMENT (“Amendment”) is made and entered into on the 17th day of June 2020, by and between the CITY OF SOUTH PASADENA (“City”) and ACORN TECHNOLOGY CORPORATION, now known as ACORN TECHNOLOGY SERVICES (“Consultant”).

RECITALS

WHEREAS, in December 2014, the City and Consultant entered into an Agreement to provide information technology (IT) services; and

WHEREAS, on July 16, 2017, the parties entered into an Amended and Restated Agreement; and

WHEREAS, due to COVID-19 pandemic and the need to rely on expanded use of technology to facilitate remote access and meetings, and to preserve continuity of services, the City desires to extend the term of the Amended and Restated Agreement without increase in the existing rates of fees for service.

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

1. Paragraph 4.1 “Term” is amended to state that the Agreement shall remain in effect through June 30, 2021, unless earlier terminated as provided in Section 4.2 herein.
2. Paragraph 2.1 (“Compensation”) is modified to state that the hourly rates set forth in Exhibit A which were applicable on July 1 2017 shall apply through June 2021, with no increase. All other provisions of Paragraph 2.1 remain in effect.
3. PROVISIONS OF AGREEMENT. All other terms, conditions, and provisions of the Amended and Restated Agreement and applicable Side Letter to the extent not modified by this Amendment, shall remain in full force and effect.

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

“CITY”
City of South Pasadena

“CONSULTANT”
Acorn Technology Services

By: _____
Signature

By: _____
Signature

Printed: _____

Printed: _____

Title: _____

Title: President _____

Date: _____

Date: _____

Attest:

By: _____
Evelyn G. Zneimer, City Clerk

Date: _____

Approved as to form:

By: _____
Teresa L. Highsmith, City Attorney

Date: _____

ATTACHMENT 2
Acorn Technology PSA
(Amended and Restated)
July 2017

AMENDED AND RESTATED

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

THIS AMENDED AND RESTATED AGREEMENT (“Agreement”) is made and entered into this 16 day of July, 2017 by and between the CITY OF SOUTH PASADENA, a municipal corporation (“City”) and ACORN TECHNOLOGY CORPORATION (“Consultant”).

WITNESSETH:

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

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

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

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

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

1.0. SERVICES PROVIDED BY CONSULTANT

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

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

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

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

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

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

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

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

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

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

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

(c) Terminate the Agreement as hereinafter set forth.

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

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

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

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

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

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

2.0. COMPENSATION AND BILLING

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

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

Professional Fees:

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

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

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

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

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

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

The invoice submitted pursuant to this paragraph shall show the:

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

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

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

3.0. TIME OF PERFORMANCE

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

4.0. TERM AND TERMINATION

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

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

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

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

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

5.0. INSURANCE

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

6.0. GENERAL PROVISIONS

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

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

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

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

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

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

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

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

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

IF TO CONSULTANT:

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

IF TO CITY:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Dated: _____

THE CITY OF SOUTH PASADENA

By: 
Elaine Aguilar, Interim City Manager

Dated: 8/8/17

ACORN TECHNOLOGY CORPORATION

By: 
Mickey McGuire, CEO

Federal ID No. 33-0939330

APPROVED AS TO FORM:


Teresa L. Highsmith, City Attorney

EXHIBIT "A"
SCOPE OF SERVICES



Scope of Services

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

A. Documentation

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

B. Number of Users/Devices

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

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

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





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

C. Asset Cataloging, Tracking, and Replacement Plan Projection

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

D. General Maintenance and Upkeep

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

1. Apply Windows Update Patches

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

2. Maintain Antivirus Definitions and Scan

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



3. Maintain Antispyware Definitions and Scan

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

4. Maintain SPAM control

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

5. Data Back Up for Disaster Recovery Strategy

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

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





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

E. Disaster Recovery Solution

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

F. Email and Web Hosting

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

G. Domain Management

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

H. Training

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

I. Network Monitoring

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



J. Advanced Planning and Leadership

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

K. Project Management

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

L. Dedicated Support Resources

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

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

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





M. Helpdesk and Remote Support

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

N. Emergency Support

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

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

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

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

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

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



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

P. Procurement and Disposition of Hardware

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

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

Q. Pricing

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

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

Hourly Rate for items that fall outside the Scope of Services

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

Other Billable Costs

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



EXHIBIT "B"

INSURANCE REQUIREMENTS

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

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

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

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

Workers' Compensation:

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

Automobile Liability

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

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

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

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

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

Claims Made Policies:

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

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

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

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

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

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

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



City Council Agenda Report

ITEM NO. 14

DATE: June 17, 2020

FROM: Stephanie DeWolfe, City Manager

PREPARED BY: Lucy Demirjian, Assistant to the City Manager

SUBJECT: **Consideration of Rescinding Council Action Authorizing Professional Services Agreement with True North Research, Inc., for a Professional Poll**

Recommendation Action

The City Council requested this item be agendaized to rescind its previous action to authorize the Professional Services Agreement (PSA) with True North Research, Inc. (True North) to design, conduct, and analyze a professional poll.

Discussion/Analysis

On May 6, 2020, staff recommended approval of a PSA with True North to conduct a professional poll to query the residents on expenditure priorities and potential revenue measures to inform upcoming budgets and make every attempt to preserve critical core services. The City Council voted (3, 2) to approve the PSA. In addition several Council members volunteered discretionary fund allocations to pay for a portion of the costs.

On June 10, 2020, Mayor Joe, seconded by Councilmember Cacciotti, made a motion to place an item on the agenda to consider rescinding Council's previous action approving the PSA.

Legal Review

The City Attorney has reviewed this item.

Fiscal Impact

No fiscal impact.

Public Notification of Agenda Item

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



City Council Agenda Report

ITEM NO. 15

DATE: June 17, 2020

FROM: Stephanie DeWolfe, City Manager

PREPARED BY: Michael A. Casalou, Interim Human Resources Manager

SUBJECT: **Approval of Protocols for Re-Opening and Maintaining a Safe and Healthy Workplace in Light of COVID-19**

Recommendation Action

It is recommended that the City Council approve the Protocols for Re-Opening City Facilities to Non-Essential Employees and Maintaining a Safe and Healthy Workplace in Light of COVID-19 and authorizes the City Manager to amend said policies, protocols and guidelines as needed administratively moving forward.

Discussion/Analysis

On March 19, 2020, in response to the public health emergency caused by the COVID-19 pandemic, Governor Gavin Newsom issued Executive Order N-33-20. The Order required that non-essential businesses close and that non-essential governmental employees remain at their home or place of residence and not report to work.

On May 4, 2020, Governor Newsom announced that, beginning on May 8, the state would enter Stage 2 of the State's Resilience Roadmap and begin the process of reopening. The Governor also announced that counties that attest to meeting certain readiness criteria may advance through Stage 2 more quickly and allow certain businesses, including office-based businesses, to reopen. Counties may also proceed more slowly through the reopening process than the pace set for the state.

As Governor Newsom leads the State through the reopening process on a county-by-county basis, government facilities and worksites, which were closed in compliance with Executive Order N-33-20, may begin reopening and non-essential governmental employees who were subject to the stay-at-home directive may begin returning to work. On May 29, 2020, Los Angeles County received approval to re-open non-essential office based businesses.

In anticipation of the reopening, City of South Pasadena staff have been considering how to safely reopen facilities and worksites and what additional safety measures must be adopted in order to ensure that such facilities and worksites are healthy and safe for employees and members of the public. Given that the threat of COVID-19 remains undiminished, the changes

contemplated in the policies provided herein reflect a “new normal” for governmental operations.

The City’s labor attorneys have prepared these policies, protocols and guidelines that comprise this Re-Opening Plan, in order to help our City reopen our facilities and worksites to employees and the public, and to return non-essential employees to work, while doing so in a safe and thoughtful manner. Some of these policies have already been adopted administratively under emergency procedures. The seven policies included in the Re-Opening Plan include: Telecommuting Policy, Families First Coronavirus Response Act (FFCRA), Cleaning And Disinfecting The Workplace, Social Distancing And Individual Responsibility In The Workplace, Testing Agency Employees For COVID-19, Temperature Testing And Screening For Symptoms Associated With COVID-19, Use And Disclosure Of Confidential Medical Information Related To COVID-19, and Accommodation Of Employees Who Are At High-Risk of Severe Illness From COVID-19.

Additional Guidance includes: Guidance For Employees On COVID-19 And The “New Normal, “ Employee Social Distancing And Workplace Safety Responsibilities – Do’s And Don’ts of Compliance, Temperature Testing And Symptom Screening Form, and Confidentiality Of Medical Information Act (“CMIA”) Medical Release Form.

Staff anticipates that these polices and guides will be dynamic and might need to be adjusted accordingly from time to time and seeks authorization from the City Council to do so administratively moving forward.

Additionally, a re-opening task force with a representative from each department was created to oversee the migration of staff back to their facilities and help produce consistent practices.

Legal Review

This City’s outside labor counsel from Liebert Cassidy Whitmore provided all of these policies and guidance.

Fiscal Impact

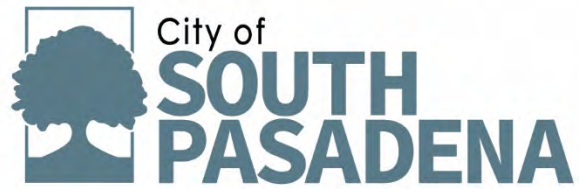
Fiscal impact associated with this re-opening is limited to signage, disinfectant and sanitizers, cleaning supplies, sneeze guards, masks and miscellaneous items to ensure safe work practices.

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. Protocols for Re-Opening a Safe and Healthy Workplace



**Protocols for Maintaining a Safe and
Healthy Workplace in Light of COVID-19
June 17, 2020**

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**SECTION ONE: CITY OF SOUTH PASADENA CITY-WIDE POLICIES AND
PROTOCOLS**

The **City of South Pasadena** has adopted the following polices. Copies of the policies may be found here: **City’s website, Human Resources Division**

A. Policies

- Telecommuting Policy
- Standalone FFCRA Leaves and Compensation Policy
- Cleaning and Disinfecting Policy
- Social Distancing and Individual Responsibility Policy
- COVID-19 Testing Policy
- Temperature and Other COVID-19 Symptom Screening Policy
- CMIA-Compliant Non-Disclosure Policy
- Accommodations Policy for Employees at High-Risk of Severe Illness Should They Test Positive for COVID-19

B. Guidelines and Other Documents

- Guidance for Frontline Managers and Supervisors Implementing COVID-19 Policies and Practices
- Guidelines for Employees on COVID-19 and the “New Normal”
- Employee Social Distancing and Workplace Safety Responsibilities – Do’s and Don’ts of Compliance
- CMIA Medical Release Form
- Temperature Testing and Symptom Screen Form

□

Emergency Telecommuting Policy

The purpose of the Emergency Telecommuting Policy is to ensure that essential City of South Pasadena functions continue to be performed at an alternative location during the disruption of normal operations. The City of South Pasadena will implement this Policy in keeping with the mission of the City of South Pasadena and the respective Department. This Policy is an emergency policy and the City Manager has discretion to withdraw the Policy if deemed necessary.

The City Manager shall designate and authorize specific times in which an Emergency Telecommuting Agreement (“ETA” or “Agreement”) shall apply. Any ETA is subject to the terms and conditions set forth in this Policy below.

Eligibility Criteria

Telecommuting is not suitable for all employees and/or positions. The City Manager has the discretion to determine the employees and positions who may telecommute on an emergency basis utilizing criteria that includes, but is not limited to:

1. The operational needs of the employee’s department and the City of South Pasadena;
2. The potential for disruption to the City of South Pasadena’s functions;
3. The ability of the employee to perform his or her specific job duties from a location separate from his or her City of South Pasadena worksite (‘Alternate Worksite’) without diminishing the quantity or quality of the work performed;
4. The degree of face-to-face interaction with other City of South Pasadena employees and the public that the employee’s position requires;
5. The portability of the employee’s work;
6. The ability to create a functional, reliable, safe, and secure Alternate Worksite for the employee at a reasonable cost;
7. The risk factors associated with performing the employee’s job duties from a location separate from his or her City of South Pasadena Worksite;
8. The ability to measure the employee’s work performance from a location separate from his or her City of South Pasadena Worksite;
9. The employee’s supervisory responsibilities;
10. The employee’s need for supervision;

11. Other considerations deemed necessary and appropriate by the employee's immediate supervisor, Department Head, and the Human Resources Manager.

Telecommute Assignment:

1. Any ETA is only valid for the time period specified in the Agreement. The Agreement is invalid after this time unless the City of South Pasadena approves an extension in writing. The City of South Pasadena may, in its discretion, decide to terminate the Agreement earlier.
2. Employee acknowledges and agrees that the ETA is temporary and subject to the discretion of management. Telecommuting will be approved on a case-by-case basis consistent with the eligibility criteria above.
3. Non-exempt employees who receive overtime shall be assigned a work schedule in the ETA, including rest and meal breaks ("Work Schedule"). Any deviation from the Work Schedule must be approved in advance, in writing, by management. Non-exempt employees must take meal and rest breaks while telecommuting, just as they would if they were reporting to work at their City of South Pasadena worksite. Non-exempt employees may not telecommute outside their normal work hours without prior written authorization from their supervisor. A non-exempt employee who fails to secure written authorization before telecommuting outside his or her normal work hours may face discipline in accordance with the City of South Pasadena's policy for working unauthorized overtime.
4. Telecommuting employees are required to be accessible in the same manner as if they are working at their City of South Pasadena worksite during the established telecommuting Work Schedule, regardless of the designated location for telecommuting, or "Alternate Worksite." Employees must be accessible via telephone, email, and/or network access to their supervisor and other City of South Pasadena employees while telecommuting, as if working at their City of South Pasadena worksite. Employees shall check their City of South Pasadena-related business phone messages and emails on a consistent basis, as if working at their City of South Pasadena worksite.
5. Employees shall work on a full-time basis, according to the Work Schedule. Employees are required to maintain an accurate record of all hours worked at the Alternate Worksite and make that record available to his or her supervisor upon request. Employees shall record all non-productive work time on his/her timesheet.
6. While telecommuting, employees shall adhere to the following:
 - a. Be available to the department via telephone and/or email during all ETA designated work hours.
 - b. Have the Alternate Worksite be quiet and free of distractions, with reliable and secure internet and/or wireless access.
 - c. All periods of employees' unavailability must be approved in advance by management in accordance with department policy and documented on the appropriate leave of absence slip.
 - d. Employees shall ensure dependent care will not interfere with work responsibilities.
 - e. Employees must notify their supervisor promptly when unable to perform work assignments because of equipment failure or other unforeseen circumstances.

- f. If the City of South Pasadena has provided City of South Pasadena owned equipment, employees agree to follow the City of South Pasadena's Policy for the use of such equipment. Employees will report to their supervisor any loss, damage, or unauthorized access to City of South Pasadena owned equipment, immediately upon discovery of such loss, damage, or unauthorized access.

General Duties, Obligations and Responsibilities:

Employees must adhere to the provisions set forth in this Policy and the terms of the ETA. Any deviation from the ETA requires prior written approval from the City of South Pasadena.

1. All existing duties, obligations, responsibilities and conditions of employment remain unchanged. Telecommuting employees are expected to abide by all City of South Pasadena and departmental policies and procedures, rules and regulations, applicable Memoranda of Understanding, and all other official City of South Pasadena documents and directives.
2. Employees authorized to perform work at an Alternate Worksite must meet the same standards of performance and professionalism expected of City of South Pasadena employees in terms of job responsibilities, work product, timeliness of assignments, and contact with other City of South Pasadena employees and the public.
3. Employees shall ensure that all official City of South Pasadena documents are retained and maintained according to the normal operating procedures in the same manner as if working at a City of South Pasadena worksite.
4. Employees may receive approval to use personal computer equipment or be provided with City of South Pasadena issued equipment at the discretion of the City Manager.
5. The City of South Pasadena shall not be responsible for costs associated with the use of computer and/or cellular equipment, including energy, data or maintenance costs, network costs, home maintenance, home workspace furniture, ergonomic equipment, liability for third party claims, or any other incidental costs (*e.g.*, utilities associated with the employee's telecommuting).
6. Employees may receive a virtual private network ("VPN") account, as approved by the City Manager.
7. Employees shall continue to abide by practices, policies and procedures for requests of sick, vacation and other leaves of absences. Requests to work overtime, declare vacation or take other time off from work must be pre-approved in writing by each employee's supervisor. If an employee becomes ill while working under an ETA, he/she shall notify his/her supervisor immediately and record on his/her timesheet any hours not worked due to incapacitation.
8. Employees must take reasonable precautions to ensure their devices (*e.g.*, computers, laptops, tablets, smart phones, etc.) are secure before connecting remotely to the City of South Pasadena's network and must close or secure all connections to City of South Pasadena desktop or system resources (*e.g.*, remote desktop, VPN connections, etc.) when not conducting work for the City of South Pasadena. Employees must maintain adequate firewall and security protection on all such devices used to conduct City of South Pasadena work from the Alternate Worksite.

9. Employees shall exercise the same precautions to safeguard electronic and paper information, protect confidentiality, and adhere to the City of South Pasadena's records retention policies, especially as it pertains to the Public Records Act. Employees must safeguard all sensitive and confidential information (both on paper and in electronic form) relating to City of South Pasadena work they access from the Alternate Worksite or transport from their City of South Pasadena worksite to the Alternate Worksite. Employees must also take reasonable precautions to prevent third parties from accessing or handling sensitive and confidential information they access from the Alternate Worksite or transport from their City of South Pasadena worksite to the Alternate Worksite. Employees must return all records, documents, and correspondence to the City of South Pasadena at the termination of the ETA or upon request by their supervisor, Department Head or Human Resources.
10. Employees' salary and benefits remain unchanged. Workers' Compensation benefits will apply only to injuries arising out of and in the course of employment as defined by Workers' Compensation law. Employees must report any such work-related injuries to their supervisor immediately. The City of South Pasadena shall not be responsible for injuries or property damage unrelated to such work activities, including injuries to third persons when said injuries occur at the Alternate Worksite.
11. All of Employees' existing supervisory relationships, lines of authority and supervisory practices remain in effect. Prior to the approval of this Agreement, supervisors and employees shall agree upon a reasonable set of goals and objectives to be accomplished. Supervisors shall use reasonable means to ensure that timelines are adhered to and that goals and objectives are achieved.
12. Any breach of the telecommuting agreement by the employee may result in termination of the Agreement and/or disciplinary action, up to and including termination of employment.

ADMINISTRATIVE POLICY AND PROTOCOLS FOR EMPLOYEE LEAVE AND COMPENSATION UNDER THE FAMILIES FIRST CORONAVIRUS RESPONSE ACT

I. Preamble

The purpose of the Families First Coronavirus Response Act (“FFCRA”) is to provide employees with paid sick leave and expanded family and medical leave for reasons related to COVID-19. (Public Law No. 116-127.)

Subsequent to the enactment of the FFCRA, the Department of Labor (“DOL”) promulgated temporary regulations to implement expanded family and medical leave under Title I of the Family and Medical Leave Act (“FMLA”) and emergency paid sick leave to assist working families facing public health emergencies. The DOL also published a correction in the Federal Register to make certain technical corrections to the regulatory text. The DOL has also provided informal guidance concerning the implementation of the emergency paid sick leave and expanded family and medical leave provisions.

This policy is intended to provide City of South Pasadena employees with the emergency paid sick leave and expanded family and medical leave to which they are entitled under FFCRA.

II. Statement of Policy

The **City of South Pasadena** will provide eligible employees with leave pursuant to the Emergency Paid Sick Leave Act (“EPSLA”) (*i.e.*, Emergency Paid Sick Leave) and Emergency Family and Medical Leave Expansion Act (“EMFLEA”) (*i.e.*, Emergency Family and Medical Leave) as required under the Families First Coronavirus Response Act (“FFCRA” or the “Act”). The following provisions set forth certain rights and obligations with respect to said leave.

III. Compliance

The City of South Pasadena will fully and faithfully comply with the requirements set forth in the FFCRA and the regulations promulgated by the DOL in its administration of this policy.

IV. Policy

Section 1. Effective Dates

The Administrative Policy and Protocols for Employee Leave and Compensation Under the FFCRA shall expire on December 31, 2020 or when the EPSLA or EMFLEA provisions of the FFCRA are no longer effective under the law, whichever is later.

Section 2. Definitions

- A. "Child Care Provider" means a provider who receives compensation for providing child care services on a regular basis. The term includes a center-based child care provider, a group home child care provider, a family child care provider, or other provider of child care services for compensation that is licensed, regulated, or registered under State law; and satisfies the State and local requirements. However, under the FFCRA, the eligible child care provider *need not be compensated or licensed* if he or she is a family member or friend, such as a neighbor, who regularly cares for the Employee's child.
- B. "Emergency Family and Medical Leave" means leave provided under the EMFLEA (Sec. 3101, et seq. of the FFCRA).
- C. "Emergency Paid Sick Leave" means leave provided under the EPSLA (Sec. 5101, et seq. of the FFCRA).
- D. "Emergency responder" means the following for the purposes of employees who may be exempted from Emergency Paid Sick Leave and Emergency Family and Medical Leave: (1) Anyone necessary for the provision of transport, care, healthcare, comfort and nutrition of such patients, or others needed for the response to COVID-19; or (2) Anyone who serves in the military or national guard, or as a law enforcement officer, correctional institution personnel, fire fighter, emergency medical services personnel, physician, nurse, public health personnel, emergency medical technician, paramedic, emergency management personnel, 911 operator, child welfare worker and service provider, public works personnel, and persons with skills or training in operating specialized equipment or other skills needed to provide aid in a declared emergency, as well as individuals who work for such facilities employing these individuals and whose work is necessary to maintain the operation of the facility.
- E. "Health care provider" means the following for the purposes of employees who may be exempted from Emergency Paid Sick Leave and Emergency Family and Medical Leave: (1) Anyone employed at any doctor's office, hospital, health care center, clinic, postsecondary educational institution offering health care instruction, medical school, local health department or agency, nursing facility, retirement facility, nursing home, home health care provider, any facility that performs laboratory or medical testing, pharmacy, or any similar institution, employer, or entity; or (2) Any individual employed by an entity that contracts with any of these institutions described above to provide services or to maintain the operation of the facility where that individual's services support the operation of the facility. This also includes anyone employed by any entity that provides medical services, produces medical products, or is otherwise involved in the making of COVID-19 related medical equipment, tests, drugs, vaccines, diagnostic vehicles, or treatments.
- F. "Individual" for the purpose of Section 3.D. above means an employee's immediate family member, a person who regularly resides in the employee's home, or a similar person with whom the employee has a relationship that creates an expectation that the employee would care for the person if he or she were quarantined or self-quarantined. "Individual" does not include persons with whom the Employee has no personal relationship.

- G. "Son or Daughter" means a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing *in loco parentis*, who is under 18 years of age; or 18 years of age or older who is incapable of self-care because of a mental or physical disability. (29 U.S.C. 2611; 29 CFR 826.10(a).)
- H. "Subject to a Quarantine or Isolation Order" means a quarantine or isolation order includes quarantine, isolation, containment, shelter-in-place, or stay-at-home orders issued by any Federal, State, or local government authority that cause the employee to be unable to work even though his or her Employer has work that the employee could perform but for the order. This also includes when a Federal, State, or local government authority has advised categories of citizens (e.g., of certain age ranges or of certain medical conditions) to shelter in place, stay at home, isolate, or quarantine, causing those categories of employees to be unable to work even though their employers have work for them.

Section 3. Emergency Paid Sick Leave

Qualifying Reasons for Emergency Paid Sick Leave:

Emergency Paid Sick Leave is only permitted for the following reasons:

- A. The employee is Subject to a Quarantine or Isolation Order related to COVID-19.
- B. The employee has been advised by a health care provider to self-quarantine due to concerns related to COVID-19.
- C. The employee is experiencing symptoms of COVID-19 and seeking a medical diagnosis.
- D. The employee is caring for an individual who is Subject to a Quarantine or Isolation Order or who has been advised by a health care provider to self-quarantine due to concerns related to COVID-19.
- E. The employee is caring for the employee's son or daughter if the child's school or place of care has been closed, or the child's childcare provider is unavailable, due to COVID-19 precautions.
- F. The employee is experiencing any other substantially similar condition specified by the Secretary of Health and Human Services in consultation with the Secretary of the Treasury and the Secretary of Labor.

Employees Eligible for Emergency Paid Sick Leave:

- A. Subject to Sections B and C, below, all **City of South Pasadena** employees are potentially eligible for Emergency Paid Sick Leave.
- B. Employees are not eligible for Emergency Paid Sick Leave if the **City of South Pasadena** determines that the employee's duties and services are not needed during all or part of the period of requested Emergency Paid Sick Leave (for example, because the **City**

of **South Pasadena** has temporarily stopped providing the services that the employee would otherwise provide). In this circumstance, the **City of South Pasadena** may deem that the employee is not working due to lack of work.

C. The **City of South Pasadena** may elect to exempt from the receipt of Emergency Paid Sick Leave any employee or class of employees who qualify as a “Health care provider” or “Emergency responder” as defined in Section 2.D. and E., above.

1. The **City of South Pasadena** has designated the following job classifications as “healthcare providers”:

[List Job Classifications]

2. The **City of South Pasadena** has designated the following job classifications as “emergency responders”:

[List Job Classifications]

Amount of Emergency Paid Sick Leave:

- Leave taken as Emergency Paid Sick Leave is in addition to any other statutory or contractual leave to which the employee is entitled.
- Full time employees working 40 hours per week may take up to 80 hours of Emergency Paid Sick Leave.
- Part time employees may take up to the average number of hours that they work over a two-week period as determined by reviewing the six-month period prior to the usage of leave. If the employee has been employed by the **City of South Pasadena** for fewer than six months, the **City of South Pasadena** will calculate the leave entitlement based on the entire period the employee has been employed.
- Employees hired on or after April 1, 2020 who took the full 80 hours of Emergency Paid Sick Leave when employed by another employer are not entitled to take any additional Emergency Paid Sick Leave with the **City of South Pasadena**. An employee who has taken some, but not all, of the Emergency Paid Sick Leave to which they are entitled when they were employed by another employer, is entitled only to the remaining portion of such leave from the **City of South Pasadena**.
- An employee who is laid off or otherwise terminated on or after March 1, 2020 and who is rehired on or before December 31, 2020 will be eligible for unused Emergency Paid Sick Leave for the qualifying reasons set forth in Section 3.

Employee Benefits While on Emergency Paid Sick Leave:

The benefit amount varies based on the reason for the leave as follows:

- A. Employees are entitled to Emergency Paid Sick Leave at their regular rate of pay, subject to a cap of \$511 per day and \$5,110 in the aggregate, if they are unable to work or telework for one of the following reasons:
1. The employee is Subject to a Quarantine or Isolation Order related to COVID-19;
 2. The employee has been advised by a health care provider to self-quarantine due to concerns related to COVID-19; or,
 3. The employee is experiencing symptoms of COVID-19 and seeking a medical diagnosis.
- B. Employees are entitled to Emergency Paid Sick Leave at two-thirds (2/3) of their regular rate of pay, subject to a cap of \$200 per day and \$2,000 in the aggregate, if they are unable to work or telework for one of the following reasons:
1. The employee is caring for an individual who is Subject to a Quarantine or Isolation Order related to COVID-19 or who has been advised by a health care provider to self-quarantine due to concerns related to COVID-19;
 2. The employee is caring for the employee's son or daughter if the child's school or place of care has been closed, or the child's childcare provider is unavailable, due to COVID-19 precautions; or
 3. The employee is experiencing any other substantially similar condition specified by the Secretary of Health and Human Services in consultation with the Secretary of the Treasury and the Secretary of Labor.

Supplementation of Paid Accrued Leaves:

Employees may supplement the compensation they receive if taking Emergency Paid Sick Leave (paid up to the specified limitations under the FFCRA) with their earned or accrued leaves in order to achieve 100% of the pay the employee would normally receive in a given week for working their regularly scheduled hours.

If an employee exhausts all their EPSL, and then is subjected to another isolation or quarantine order that was a result of an exposure or potential exposure that happened at work, the employee would be provided paid administrative leave, up to 80 hours for full time/40 hours for part time. This assumes the reason for leave was in the course of employment and no fault of their own.

If an employee exhausts all their EPSL, and then is subjected to another isolation or quarantine order due to a family member or other non-work related incident, the employee will need to use their own leave or go unpaid. If the employee has no leave, the City will allow the employee to go into a negative accrual, capped at 80 hours for full time/40 hours for part time. In that circumstance, all leave earned from that point forward would go to restoring their leave bank back to zero.

Intermittent Leave

Generally, an employee must use the permitted days of Emergency Paid Sick Leave consecutively until the employee no longer has a qualifying reason to take the leave. An employee may request Emergency Paid Sick Leave on an intermittent basis only if the employee obtains the **City of South Pasadena's** prior approval to do so, *and*:

- (1) The employee is not working *and* qualifies for use of Emergency Paid Sick Leave; or
- (2) The employee is teleworking; or
- (3) The employee is reporting to the worksite *and* has requested Emergency Paid Sick Leave to care for their son or daughter if the child's school or place of care has been closed, or the child's child care provider is unavailable, due to COVID-19 precautions.

The **City of South Pasadena** will evaluate such request to determine if such leave is operationally feasible.

Restoration to Prior Position:

An employee who uses Emergency Paid Sick Leave is entitled to reinstatement to their prior or an equivalent position, unless the employee's employment would have ended regardless of whether he or she took leave.

Emergency Paid Sick Leave is Protected Leave:

Emergency Paid Sick Leave is considered protected leave when used for the reasons specified in Section 3. The City of South Pasadena shall not discharge, discipline, or in any other manner discriminate against an employee who takes Emergency Paid Sick Leave.

Emergency Paid Sick Leave Request:

The **City of South Pasadena** requests, but does not require that the employee provide notice of the need to use Emergency Paid Sick Leave until after the first workday of usage of such leave. However, an employee may provide notice of the need to use Emergency Paid Sick Leave prior to the usage of such leave.

After the first workday for which an employee takes Emergency Paid Sick Leave, the employee must provide reasonable notice for the usage of such as soon as is practicable thereafter.

An employee may provide notice of the need to use Emergency Paid Sick Leave orally or in writing, and may provide such notice through the employee's spokesperson (e.g., spouse, adult family member, or other responsible party) if the employee is unable to provide such notice personally.

If an employee fails to provide proper notice, the **City of South Pasadena** will give the employee notice of the failure and provide the employee with an opportunity to provide the required documentation, described below, prior to denying the employee's request for leave.

Certification of Emergency Paid Sick Leave:

An employee who seeks Emergency Paid Sick Leave must provide the following information, orally or in writing, prior to the commencement of the leave or as soon thereafter as practicable:

- (1) Employee's name;
- (2) Date(s) for which leave is requested;
- (3) Qualifying reason for the leave; and
- (4) Oral or written statement that the Employee is unable to work because of the qualified reason for leave.

In addition, the employee must provide the following documentation in support of his/her request for Emergency Paid Sick Leave:

- (1) To take Emergency Paid Sick Leave because the employee is Subject to a Quarantine or Isolation Order related to COVID-19, the employee must provide the name of the government entity that issued the quarantine or isolation order.
- (2) To take Emergency Paid Sick Leave because the employee has been advised by a health care provider to self-quarantine due to concerns related to COVID-19, the employee must provide the name of the health care provider who advised the employee to self-quarantine due to concerns related to COVID-19.
- (3) To take Emergency Paid Sick Leave because the employee is caring for an individual who is Subject to a Quarantine or Isolation Order related to COVID-19 or who has been advised by a health care provider to self-quarantine due to concerns related to COVID-19, the employee must provide either: (1) The name of the government entity that issued the Quarantine or Isolation Order to which the individual being cared for is subject; or (2) The name of the health care provider who advised the individual being cared for to self-quarantine due to concerns related to COVID-19.
- (4) To take Emergency Paid Sick Leave because the employee is caring for the employee's son or daughter if the child's school or place of care has been closed, or the child's child care provider is unavailable, due to COVID-19 precautions, the employee must provide: (1) The name of the son or daughter being cared for; (2) The name of the School, Place of Care, or Child Care Provider that has closed or become unavailable; and (3) A representation that no other suitable person will be caring for the Son or Daughter during the period for which the

employee takes Emergency Paid Sick Leave.

Emergency Paid Sick Leave Carry-Over:

Unused Emergency Paid Sick Leave will carryover for any employee who after termination, resignation, retirement, or other separation from employment is rehired prior to the expiration described in Section 13 below. Under no circumstances will unused Emergency Paid Sick Leave carry over after the expiration described in Section 13 below.

No Emergency Paid Sick Leave Cash-Out or Conversion to Service Credits:

Unused Emergency Paid Sick Leave may not be cashed out upon termination, resignation, retirement, or other separation from employment.

Unused Emergency Paid Sick Leave may not be converted to retirement service credits.

Section 4. Emergency Family and Medical Leave

Reasons for Emergency Family and Medical Leave:

Emergency Family and Medical Leave is only permitted for the leave due to an inability to work (or telework) because the employee needs to provide care for the employee’s son or daughter under the Emergency Family and Medical Leave Expansion Act. (FMLA Sec. 110 (a)(2)(A).)

Employees Eligible for Emergency Family and Medical Leave:

- A. Employees are entitled to up to 12 weeks of job-protected Emergency Family and Medical Leave if the employee satisfies the following requirements:
 - 1. The employee has worked for the **City of South Pasadena** for at least 30 calendar days;
 - 2. The employee is unable to work (or telework) due to a need to care for the employee’s son or daughter whose school or place of care has been closed, or whose child care provider is unavailable due to a COVID–19 emergency declared by either a Federal, State, or local authority;
 - 3. The employee has not used all available FMLA leave. Emergency Family and Medical Leave is a form of FMLA leave, and is not in addition to any other FMLA leave;
 - 4. There is no other suitable person (such as a co-parent, co-guardian, or usual child care provider) available to care for the employee’s son or daughter during the period for which the employee takes Emergency Family and Medical Leave; and
 - 5. The **City of South Pasadena** did not exempt the employee as either a “Health care provider” or “Emergency responder.”

- B. Employees are not eligible for Emergency Family and Medical Leave if the **City of South Pasadena** determines that the employee’s duties and services are not needed during the period of requested Emergency Family and Medical Leave (for example, because the **City of South Pasadena** has ceased offering the services that would otherwise be provided by the employee). In this instance, the **City of South Pasadena** may deem that the employee is not working due to lack of work.

- C. The **City of South Pasadena** may elect to exempt from the receipt of Emergency Family and Medical Leave any employee or class of employees who qualify as a “Health care provider” or “Emergency responder” as defined in Section 2.D. and E., above.
 - a. The **City of South Pasadena** has designated the following job classifications as “healthcare providers”:

[List Job Classifications]
 - b. The **City of South Pasadena** has designated the following job classifications as “emergency responders”:

[List Job Classifications]

- D. An employee who is laid off or otherwise terminated on or after March 1, 2020 and who is rehired on or before December 31, 2020 will be eligible for unused Emergency Family and Medical Leave provide that the employee had been on the **City of South Pasadena’s** payroll for 30 or more of the 60 calendar days prior to the date the employee was laid off or otherwise terminated.

Amount of Emergency Family and Medical Leave:

An eligible employee is entitled to a maximum of twelve workweeks of Emergency Family and Medical Leave during the period in which the leave may be taken (between April 1, 2020 to December 31, 2020) even if the twelve workweeks spans two twelve-month leave periods under the FMLA.

Employee Benefits While on Emergency Family and Medical Leave; Supplementation of Paid Accrued Leaves:

- A. First Ten Days of Emergency Family and Medical Leave

The first ten (10) days of Emergency Family and Medical Leave are unpaid.

During this period, the employee may elect to use Emergency Paid Sick Leave, as described above, if the employee has not exhausted such leave through use at the **City of South Pasadena** or prior employer. If the employee has exhausted the Emergency Paid Sick Leave, an employee may use their earned and accrued leaves to supplement the unpaid Emergency Family and Medical Leave in order to achieve up to 100% of the pay they would normally receive in a given week for working their regularly scheduled hours.

Use of such accrued and unused leave will run concurrently with use of Emergency Family and Medical Leave.

B. Emergency Family and Medical Leave After the First Ten Days

After the tenth day, and for the remaining up to ten (10) weeks of Emergency Family and Medical Leave, an employee is entitled to compensation for such leave at two-thirds (2/3) of the employee's regular rate of pay, subject to a cap of \$200 per day and \$10,000 total.

During this period, employees may supplement the Emergency Family and Medical Leave (paid up to the specified limitations under the FFCRA) with their earned or accrued leave provided by the **City of South Pasadena** in order to achieve 100% of the pay the employee would normally receive in a given week for working their regularly scheduled hours.]

Intermittent Leave:

An employee may request Emergency Family and Medical Leave on an intermittent basis and the **City of South Pasadena** will evaluate such request to determine if such leave is operationally feasible.

Employee Notice of Emergency Family and Medical Leave:

Where the need to use Emergency Family and Medical Leave is foreseeable, the employee shall provide the **City of South Pasadena** with such notice as soon as practicable.

The **City of South Pasadena** requests, but does not require, that the employee provide notice of the need to use Emergency Family and Medical Leave unit after the first workday of the usage of such leave.

After the first workday for which an employee takes Emergency Family and Medical Leave, the employee must provide reasonable notice for the usage of such as soon as is practicable thereafter.

An employee may provide notice of the need to use Emergency Family and Medical Leave orally or in writing, and may provide such notice through the employee's spokesperson (e.g., spouse, adult family member, or other responsible party) if the employee is unable to provide such notice personally.

If an employee fails to provide proper notice, the **City of South Pasadena** will give the employee notice of the failure and provide the employee an opportunity to provide the required documentation, described below, prior to denying the request for leave.

Certification of Emergency Family and Medical Leave:

An employee who seeks Emergency Family and Medical Leave must provide the following information prior to taking leave or as soon thereafter as practicable:

- (1) Employee's name;
- (2) Date(s) for which leave is requested;
- (3) Qualifying reason for the leave;
- (4) Oral or written statement that the employee is unable to work because of the qualified reason for leave;
- (5) The name of the son or daughter being cared for;
- (6) The name of the school, place of care, or child care provider that has closed or become unavailable; and
- (7) A representation that no other suitable person (such as a co-parent, co-guardian, or usual child care provider) will be caring for the son or daughter during the period for which the Employee takes Emergency Family and Medical Leave.

Reinstatement Upon Return:

An employee who uses Emergency Family and Medical Leave is entitled to reinstatement to their prior or an equivalent position, unless the employee's employment would have ended regardless of whether he or she took leave

SECTION TWO: FACILITY/WORKSITE-SPECIFIC MEASURES

City of South Pasadena Facility/Worksite’s Name and Address (e.g., City Hall, departments housed in their own buildings, community centers, and fire or police stations):

South Pasadena Fire Station 81

817 Mound Ave, South Pasadena, CA 91030

A. Use of Shared Areas

The following areas at South Pasadena Fire Station 81 are open to the public. Public access to such areas at any one time may be limited to the number of individuals identified below:

Public access in the Fire Station is limited to the downstairs front lobby. The number of persons allowed in the public area at any one time is three (3). This includes one (1) member of the public and two (2) staff members.

Signage will be posted on the front door of the lobby indicating such. Queue markers placed 6’ apart will be located just outside the lobby on the sidewalk adjacent to the fire station.

Public Area	Maximum number of persons allowed in the area at any given time (this figure includes agency personnel who may also be in the area with members of the public)
Downstairs front lobby	3

The South Pasadena Fire Station 81 maintains several communal areas, which are utilized by City of South Pasadena employees. These communal areas are listed below. Access to such areas at any one time may be limited to the number of individuals identified in the chart below.

Communal Area	Maximum number of employees permitted in the area at a given time
Apparatus Floor	7
Downstairs Lobby	3
Emergency Operations Center	7
Upstairs Day Room/kitchen	7
Dormitory	7
Outside station balconies	7

B. Public Notice

- Signage is posted at each public entrance of the facility/worksites to inform all employees and members of the public that they must not enter the facility/worksites if they have a cough, fever, shortness of breath, difficulty breathing, chills, repeated shaking with chills, muscle pain, headache, sore throat, new loss of taste or smell, or other symptoms consistent with COVID-19 identified by the Centers for Disease Control (“CDC”). Signage states that, while in the facility/worksites, individuals must maintain a minimum six-foot distance from one another.
- A copy of the **City of South Pasadena’s** Social Distancing and Individual Responsibility Policy is posted at each public entrance to the facility/worksites and/or made available on the **City of South Pasadena’s** website.

C. Employee Health and Safety

- The **City of South Pasadena** directed everyone who is able to continue to telework to do so until further notice.

- To reduce in-person head counts on any given work day, the **City of South Pasadena** has authorized the **City Manager** to allow, encourage, or require remote work as appropriate for any given employee or class of employees. The **City of South Pasadena** has also authorized the **City Manager** to implement flexible or staggered work schedules (e.g., staggered start times or days at the worksite) as needed.
- For those employees who participate in the **City of South Pasadena's** rideshare/carpooling program, the **City of South Pasadena** has amended or temporarily discontinued the rideshare/carpooling policy and protocols to address social distancing concerns.
- The **City of South Pasadena** has canceled non-essential travel.
- The **City of South Pasadena** has directed all employees not to come to work if they are sick, including, but not limited to, exhibiting any symptoms of COVID-19 (e.g., cough, fever, shortness of breath, chills, repeated shaking with chills, muscle pain, headache, sore throat, new loss of taste or smell, or other symptoms consistent with COVID-19 identified by the Centers for Disease Control ("CDC")). This may include recommending employees take their temperature themselves before the beginning of each workday.
- The **City of South Pasadena** is conducting symptom checks before allowing employees to enter facility/worksite pursuant to guidance provided by the CDC, the Department of Fair Employment and Housing ("DFEH") and the Equal Employment Opportunity Commission ("EEOC"). Symptom checks may include temperature checks.
- The **City of South Pasadena** has identified local health department contacts with whom it will communicate regarding information about COVID-19 outbreaks at the **City of South Pasadena**. The **City of South Pasadena** will assist local health departments in facilitating contact tracing for employees who test positive for COVID-19.
- The **City of South Pasadena** is requiring all employees to use a cloth face covering at work when interacting with the public and other employees, and the

City of South Pasadena is providing such face coverings at no cost to any employees who do not bring their own.

- ❑ The **City of South Pasadena** has directed all employees that a cloth face covering must be worn at all times, except if an employee is in their own office and their door remains closed.
- ❑ The **City of South Pasadena** has directed all employees who wear cloth face coverings to wash such face coverings after each shift.
- ❑ The **City of South Pasadena** has notified all members of the public that they will not be permitted to enter or remain in the facility/worksites unless they wear cloth face coverings. The **City of South Pasadena** provided such notice by **posting guidance on its website and/or posting signage at each public entrance of the facility/worksites.**
- ❑ The **City of South Pasadena** has arranged desks or individual workstations in such a manner so that employees are separated by at least six feet.
- ❑ Break rooms, restrooms, and other common areas are disinfected frequently and thoroughly, according to the following schedule:

1. Breakrooms: Twice Daily and additional as needed

2. Restrooms: Twice Daily and additional as needed

3. Waiting areas: Twice Daily and additional as needed

4. Conference rooms: Twice Daily and additional as needed

5. **[Council/Board]** chambers: N/A

6. **City of South Pasadena** vehicles: Twice Daily and additional as needed; additional cleanings will take place after suspected COVID-19 patients

7. Elevators: N/A

8. Other common areas (list each and describe cleaning schedule): Twice Daily and additional as needed

- ❑ The **City of South Pasadena** has removed, to the extent practicable, soft and porous materials in communal work areas (e.g., fabric couches and chairs, area rugs).
- ❑ The **City of South Pasadena** has directed all employees to discontinue the use of shared office equipment to the extent practicable, or in the alternative to,

sanitize shared surfaces and objects (e.g., conference room chairs and tables, counter tops, refrigerator door handles, agency vehicles keyboards, shared office supplies) after use.

- The **City of South Pasadena** has directed all employees to sanitize certain parts of an agency vehicle after each use, including outside handles, steering wheels, rearview mirrors, radios, buttons on doors used to control windows and mirrors, gearshifts, and keys. The **City of South Pasadena** will place disinfectant and cleaning supplies in each vehicle.
- The **City of South Pasadena** has directed all employees to frequently wash their hands with soap and water, or use sanitizer when a sink is not available, approximately every 60 minutes, for 20-seconds and after the following activities: using the restroom, sneezing, touching their face, blowing their nose, touching the refrigerator, using shared equipment such as tool handles and vehicles, cleaning, sweeping, mopping, smoking, eating, drinking, entering and leaving the building, going on a break and before the start of their work shift.
- Employees are allowed breaks, as needed, to wash their hands.
- The **City of South Pasadena** has placed tissues/paper towels and no-touch disposal receptacles at locations where they can be easily accessed by employees and members of the public, including but not limited to outside of every restroom, public entrance and entrance to a **City of South Pasadena** if such an entrance requires an individual to touch a door handle in order to enter.
- Disinfectant and related supplies are available to all employees at the following location(s):
Downstairs EMS locker and upstairs supply room
- Hand sanitizer that contains at least 60% ethanol or 70% isopropanol is available to all employees at the following location(s):
Downstairs front lobby, downstairs Emergency Operations Center, all restrooms, upstairs kitchen, and upstairs day room.
- Soap and water are available to all employees at the following location(s):
All restrooms and kitchen area.

- The **City of South Pasadena** has suspended the use of shared food and beverages (e.g. bringing in lunch for meetings that is shared “buffet style.” The agency has also discontinued the use of food and beverage equipment (which is shared by employees) including coffee brewers and water coolers.
- The **City of South Pasadena** has instructed staff to replace in-person meetings with other means of communication, including but not limited to telephone calls, e-mails, or videoconferences. The **City of South Pasadena** has directed employees that non-essential meetings should be canceled or postponed.
- The **City of South Pasadena** has increased the frequency of air filter replacement and HVAC system cleaning. The **City of South Pasadena** has also encouraged fresh air circulation by directing employees to open windows and doors, to the extent practicable and safe.
- Other measures:
- The **City of South Pasadena** will provide training to all employees and officials regarding the measures it is taking and is requiring individuals to take to maintain a safe and healthy working environment in accordance with State guidelines.
- Copies of this Protocol have been distributed to all employees in the following manner(s): email

Job classifications or facilities to which specific measures may not apply and reason for such exemption(s): N/A.

D. Measures Designed to Keep People At Least Six Feet Apart and Prevent Unnecessary Contact

- The **City of South Pasadena** has placed signage outside the facility/worksites that instructs people to remain at least six feet apart, including when waiting to enter the facility/worksites.
- The **City of South Pasadena** has placed tape or other markings at least six feet apart in public areas inside the facility/worksites where people frequently line up

with signs directing members of the public to use the markings to maintain the requisite distance.

- The **City of South Pasadena** has instructed all employees to maintain at least a six-foot distance from members of the public and from each other, except employees whose job duties require them to come into closer contact with others or as otherwise necessary.
- The **City of South Pasadena** has instructed all employees using **City of South Pasadena** vehicles that, if feasible, only one person should occupy a vehicle at a time, and that if two employees are required for a task in the field, they should ride in separate vehicles.
- The **City of South Pasadena** is providing for contactless payment systems (e.g., utility bills, building permits, or parking tickets) or, if not feasible, sanitizing payment systems regularly. Describe:
 - Other measures (may be listed on separate page attached to these Protocols):

Job classifications or facilities to which these measures may not apply and reasoning for such exemption(s): N/A.

E. Measures to Prevent Crowds from Gathering

- The **City of South Pasadena** has limited the number of members of the public in the worksite/facility at any one time, which allows for members of the public and employees to more easily maintain at least a six-foot distance from one another at all practicable times.
- The **City of South Pasadena** has posted an employee at the public access door to ensure the maximum number of members of the public at the facility/worksite is not exceeded.
- The **City of South Pasadena** is streaming public meetings, including providing opportunities for public comment. Public meetings may be streamed here:
- The **City of South Pasadena** has spaced out or blocked off seating available in public meeting areas.
- Other measures (may be listed on separate page attached to these Protocols):

Job classifications or facilities to which specific measures may not apply (list each measure) and reasoning for exemption(s): N/A

F. Measures to Increase Sanitation for the Public

- Restrooms normally open to the public remain open to the public.
- The **City of South Pasadena** has removed, to the extent practicable, soft and porous materials in public areas (e.g., fabric couches and chairs, area rugs). Where **City of South Pasadena** has removed seating, it has replaced such seating with chairs that can be easily disinfected.
- Disinfectants that are effective against COVID-19, such as disposable wipes, are available near public entrances, communal areas and in restrooms.
- Hand sanitizer, soap and water, or effective disinfectant is available to the public at or near the entrance of the facility/worksite, in communal areas, in restrooms and anywhere else inside the facility/worksite where people have direct interactions.
- The **City of South Pasadena** is disinfecting all payment portals, pens, clipboards and other shared supplies utilized by members of the public after each use.
- The **City of South Pasadena** is disinfecting all high-contact surfaces frequently.
- The **City of South Pasadena** has discontinued the use of rental equipment to the extent practicable.
- Describe other measures:

Fire Station does not have any restrooms that are open to the public

You may contact the following person with any questions or comments about this Protocol:

Contact Name: Paul Riddle

Job Title: Fire Chief

Phone Number: 626-403-7300

Email Address: makingh2ofly@aol.com

Date Adopted: _____

Date Last Revised: _____

SECTION TWO: FACILITY/WORKSITE-SPECIFIC MEASURES

City of South Pasadena Facility/Worksite’s Name and Address (e.g., City Hall, departments housed in their own buildings, community centers, and fire or police stations):

South Pasadena Police Station

1422 Mission Street, South Pasadena, CA 91030

G. Use of Shared Areas

The following areas at South Pasadena Police Station are open to the public. Public access to such areas at any one time may be limited to the number of individuals identified below:

Public access in the Fire Station is limited to the downstairs front lobby. The number of persons allowed in the public area at any one time is three (3). This includes one (1) member of the public and two (2) staff members.

Signage will be posted on the front door of the lobby indicating such. Queue markers placed 6’ apart will be located just outside the lobby on the sidewalk adjacent to the fire station.

Public Area	Maximum number of persons allowed in the area at any given time (this figure includes agency personnel who may also be in the area with members of the public)
Station Lobby	2
Interview Room	2

The South Pasadena Fire Station 81 maintains several communal areas, which are utilized by City of South Pasadena employees. These communal areas are listed below. Access to such areas at any one time may be limited to the number of individuals identified in the chart below.

Communal Area	Maximum number of employees permitted in the area at a given time
Break Room	2

H. Public Notice

- Signage is posted at each public entrance of the facility/worksites to inform all employees and members of the public that they must not enter the facility/worksites if they have a cough, fever, shortness of breath, difficulty breathing, chills, repeated shaking with chills, muscle pain, headache, sore throat, new loss of taste or smell, or other symptoms consistent with COVID-19 identified by the Centers for Disease Control (“CDC”). Signage states that, while in the facility/worksites, individuals must maintain a minimum six-foot distance from one another.
- A copy of the **City of South Pasadena’s** Social Distancing and Individual Responsibility Policy is posted at each public entrance to the facility/worksites and/or made available on the **City of South Pasadena’s** website.

I. Employee Health and Safety

- The **City of South Pasadena** directed everyone who is able to continue to telework to do so until further notice.

- To reduce in-person head counts on any given work day, the **City of South Pasadena** has authorized the **City Manager** to allow, encourage, or require remote work as appropriate for any given employee or class of employees. The **City of South Pasadena** has also authorized the **City Manager** to implement flexible or staggered work schedules (e.g., staggered start times or days at the worksite) as needed.
- For those employees who participate in the **City of South Pasadena's** rideshare/carpooling program, the **City of South Pasadena** has amended or temporarily discontinued the rideshare/carpooling policy and protocols to address social distancing concerns.
- The **City of South Pasadena** has canceled non-essential travel.
- The **City of South Pasadena** has directed all employees not to come to work if they are sick, including, but not limited to, exhibiting any symptoms of COVID-19 (e.g., cough, fever, shortness of breath, chills, repeated shaking with chills, muscle pain, headache, sore throat, new loss of taste or smell, or other symptoms consistent with COVID-19 identified by the Centers for Disease Control ("CDC")). This may include recommending employees take their temperature themselves before the beginning of each workday.
- The **City of South Pasadena** is conducting symptom checks before allowing employees to enter facility/worksite pursuant to guidance provided by the CDC, the Department of Fair Employment and Housing ("DFEH") and the Equal Employment Opportunity Commission ("EEOC"). Symptom checks may include temperature checks.
- The **City of South Pasadena** has identified local health department contacts with whom it will communicate regarding information about COVID-19 outbreaks at the **City of South Pasadena**. The **City of South Pasadena** will assist local health departments in facilitating contact tracing for employees who test positive for COVID-19.
- The **City of South Pasadena** is requiring all employees to use a cloth face covering at work when interacting with the public and other employees, and the

City of South Pasadena is providing such face coverings at no cost to any employees who do not bring their own.

- ❑ The **City of South Pasadena** has directed all employees that a cloth face covering must be worn at all times, except if an employee is in their own office and their door remains closed.
- ❑ The **City of South Pasadena** has directed all employees who wear cloth face coverings to wash such face coverings after each shift.
- ❑ The **City of South Pasadena** has notified all members of the public that they will not be permitted to enter or remain in the facility/worksites unless they wear cloth face coverings. The **City of South Pasadena** provided such notice by **posting guidance on its website and/or posting signage at each public entrance of the facility/worksites.**
- ❑ The **City of South Pasadena** has arranged desks or individual workstations in such a manner so that employees are separated by at least six feet.
- ❑ Break rooms, restrooms, and other common areas are disinfected frequently and thoroughly, according to the following schedule:

1. Breakrooms: Two to three times daily and additional as needed

2. Restrooms: Two to three times daily and additional as needed

3. Waiting areas: Two to three times daily and additional as needed

4. Conference rooms: Two to three times daily and additional as needed

5. **[Council/Board]** chambers: N/A

6. **City of South Pasadena** vehicles: Twice Daily and additional as needed; additional cleanings will take place after suspected COVID-19 patients

7. Elevators: N/A

8. Other common areas (list each and describe cleaning schedule):Lobby- Twice Daily and additional as needed.

- ❑ The **City of South Pasadena** has removed, to the extent practicable, soft and porous materials in communal work areas (e.g., fabric couches and chairs, area rugs).
- ❑ The **City of South Pasadena** has directed all employees to discontinue the use of shared office equipment to the extent practicable, or in the alternative to,

sanitize shared surfaces and objects (e.g., conference room chairs and tables, counter tops, refrigerator door handles, agency vehicles keyboards, shared office supplies) after use.

- The **City of South Pasadena** has directed all employees to sanitize certain parts of an agency vehicle after each use, including outside handles, steering wheels, rearview mirrors, radios, buttons on doors used to control windows and mirrors, gearshifts, and keys. The **City of South Pasadena** will place disinfectant and cleaning supplies in each vehicle.
- The **City of South Pasadena** has directed all employees to frequently wash their hands with soap and water, or use sanitizer when a sink is not available, approximately every 60 minutes, for 20-seconds and after the following activities: using the restroom, sneezing, touching their face, blowing their nose, touching the refrigerator, using shared equipment such as tool handles and vehicles, cleaning, sweeping, mopping, smoking, eating, drinking, entering and leaving the building, going on a break and before the start of their work shift.
- Employees are allowed breaks, as needed, to wash their hands.
- The **City of South Pasadena** has placed tissues/paper towels and no-touch disposal receptacles at locations where they can be easily accessed by employees and members of the public, including but not limited to outside of every restroom, public entrance and entrance to a **City of South Pasadena** if such an entrance requires an individual to touch a door handle in order to enter.
- Disinfectant and related supplies are available to all employees at the following location(s): Records, Dispatch, Report Writing Room, Watch Commander Office and Detective Bureau.
- Hand sanitizer that contains at least 60% ethanol or 70% isopropanol is available to all employees at the following location(s):
- Records, Dispatch, Report Writing Room, Watch Commander Office and Detective Bureau. Soap and water are available to all employees at the following location(s):
Breakrooms and bathrooms.

- The **City of South Pasadena** has suspended the use of shared food and beverages (e.g. bringing in lunch for meetings that is shared “buffet style.” The agency has also discontinued the use of food and beverage equipment (which is shared by employees) including coffee brewers and water coolers.
- The **City of South Pasadena** has instructed staff to replace in-person meetings with other means of communication, including but not limited to telephone calls, e-mails, or videoconferences. The **City of South Pasadena** has directed employees that non-essential meetings should be canceled or postponed.
- The **City of South Pasadena** has increased the frequency of air filter replacement and HVAC system cleaning. The **City of South Pasadena** has also encouraged fresh air circulation by directing employees to open windows and doors, to the extent practicable and safe.
- Other measures: There are air purifiers in Records, Dispatch, Report Writing Room, Watch Commander Office and Detective Bureau.
- The **City of South Pasadena** will provide training to all employees and officials regarding the measures it is taking and is requiring individuals to take to maintain a safe and healthy working environment in accordance with State guidelines.
- Copies of this Protocol have been distributed to all employees in the following manner(s): Email

Job classifications or facilities to which specific measures may not apply and reason for such exemption(s): N/A.

J. Measures Designed to Keep People At Least Six Feet Apart and Prevent Unnecessary Contact

- The **City of South Pasadena** has placed signage outside the facility/worksites that instructs people to remain at least six feet apart, including when waiting to enter the facility/worksites.
- The **City of South Pasadena** has placed tape or other markings at least six feet apart in public areas inside the facility/worksites where people frequently line up

with signs directing members of the public to use the markings to maintain the requisite distance.

- The **City of South Pasadena** has instructed all employees to maintain at least a six-foot distance from members of the public and from each other, except employees whose job duties require them to come into closer contact with others or as otherwise necessary.
- The **City of South Pasadena** has instructed all employees using **City of South Pasadena** vehicles that, if feasible, only one person should occupy a vehicle at a time, and that if two employees are required for a task in the field, they should ride in separate vehicles.
- The **City of South Pasadena** is providing for contactless payment systems (e.g., utility bills, building permits, or parking tickets) or, if not feasible, sanitizing payment systems regularly. Describe:
 - Other measures (may be listed on separate page attached to these Protocols):

Job classifications or facilities to which these measures may not apply and reasoning for such exemption(s): N/A.

K. Measures to Prevent Crowds from Gathering

- The **City of South Pasadena** has limited the number of members of the public in the worksite/facility at any one time, which allows for members of the public and employees to more easily maintain at least a six-foot distance from one another at all practicable times.
- The **City of South Pasadena** has posted an employee at the public access door to ensure the maximum number of members of the public at the facility/worksite is not exceeded.
- The **City of South Pasadena** is streaming public meetings, including providing opportunities for public comment. Public meetings may be streamed here:
- The **City of South Pasadena** has spaced out or blocked off seating available in public meeting areas.
- Other measures (may be listed on separate page attached to these Protocols):

Job classifications or facilities to which specific measures may not apply (list each measure) and reasoning for exemption(s): N/A

L. Measures to Increase Sanitation for the Public

- Restrooms normally open to the public remain open to the public.
- The **City of South Pasadena** has removed, to the extent practicable, soft and porous materials in public areas (e.g., fabric couches and chairs, area rugs). Where **City of South Pasadena** has removed seating, it has replaced such seating with chairs that can be easily disinfected.
- Disinfectants that are effective against COVID-19, such as disposable wipes, are available near public entrances, communal areas and in restrooms.
- Hand sanitizer, soap and water, or effective disinfectant is available to the public at or near the entrance of the facility/worksite, in communal areas, in restrooms and anywhere else inside the facility/worksite where people have direct interactions.
- The **City of South Pasadena** is disinfecting all payment portals, pens, clipboards and other shared supplies utilized by members of the public after each use.
- The **City of South Pasadena** is disinfecting all high-contact surfaces frequently.
- The **City of South Pasadena** has discontinued the use of rental equipment to the extent practicable.
- Describe other measures:

You may contact the following person with any questions or comments about this Protocol:

Contact Name: Joe Ortiz

Job Title: Police Chief

Phone Number: 626-403-7273

Email Address: jortiz@southpasadenaca.gov

Date Adopted: _____

Date Last Revised:

SECTION TWO: FACILITY/WORKSITE-SPECIFIC MEASURES

City of South Pasadena Facility/Worksite’s Name and Address (e.g., City Hall, departments housed in their own buildings, community centers, and fire or police stations):

City Hall

1414 Mission Street
South Pasadena, CA 91030

M. Use of Shared Areas

The following areas at [facility/worksite] are open to the public. Public access to such areas at any one time may be limited to the number of individuals identified below:

Public Area	Maximum number of persons allowed in the area at any given time (this figure includes agency personnel who may also be in the area with members of the public)
Entryway/Lobby	2
Public Works Counter	1
Planning Counter	1
Finance Counter	1
HR Lobby	1

City Hall maintains several communal areas, which are utilized by City of South Pasadena employees. These communal areas are listed below. Access to such areas at any one time may be limited to the number of individuals identified in the chart below.

Communal Area	Maximum number of employees permitted in the area at a given time
Upstairs Coffee/Refrigerator Room	1
Upstairs Copy/Mail Room	1
Upstairs Conference Room	4
Breakroom	2

N. Public Notice

- Signage is posted at each public entrance of the facility/worksite to inform all employees and members of the public that they must not enter the facility/worksite if they have a cough, fever, shortness of breath, difficulty breathing, chills, repeated shaking with chills, muscle pain, headache, sore throat, new loss of taste or smell, or other symptoms consistent with COVID-19 identified by the Centers for Disease Control (“CDC”). Signage states that, while in the facility/worksite, individuals must maintain a minimum six-foot distance from one another.
- A copy of the **City of South Pasadena’s** Social Distancing and Individual Responsibility Policy is posted at each public entrance to the facility/worksite and/or made available on the **City of South Pasadena’s** website.

O. Employee Health and Safety

- The **City of South Pasadena** directed everyone who is able to continue to telework to do so until further notice.
- To reduce in-person head counts on any given work day, the **City of South Pasadena** has authorized the City Manager to allow, encourage, or require remote work as appropriate for any given employee or class of employees. The **City of South Pasadena** has also authorized the City Manager to implement

flexible or staggered work schedules (e.g., staggered start times or days at the worksite) as needed.

- For those employees who participate in the **City of South Pasadena's** rideshare/carpooling program, the **City of South Pasadena** has amended or temporarily discontinued the rideshare/carpooling policy and protocols to address social distancing concerns.
- The **City of South Pasadena** has canceled non-essential travel.
- The **City of South Pasadena** has directed all employees not to come to work if they are sick, including, but not limited to, exhibiting any symptoms of COVID-19 (e.g., cough, fever, shortness of breath, chills, repeated shaking with chills, muscle pain, headache, sore throat, new loss of taste or smell, or other symptoms consistent with COVID-19 identified by the Centers for Disease Control ("CDC")). This may include recommending employees take their temperature themselves before the beginning of each workday.
- The **City of South Pasadena** is conducting symptom checks before allowing employees to enter facility/worksite pursuant to guidance provided by the CDC, the Department of Fair Employment and Housing ("DFEH") and the Equal Employment Opportunity Commission ("EEOC"). Symptom checks may include temperature checks.
- The **City of South Pasadena** has identified local health department contacts with whom it will communicate regarding information about COVID-19 outbreaks at the **City of South Pasadena**. The **City of South Pasadena** will assist local health departments in facilitating contact tracing for employees who test positive for COVID-19.
- The **City of South Pasadena** is requiring all employees to use a cloth face covering at work when interacting with the public and other employees, and the City of South Pasadena is providing such face coverings at no cost to any employees who do not bring their own.
- The **City of South Pasadena** has directed all employees that a cloth face covering must be worn at all times, except if an employee is in their own office and their door remains closed.

- The **City of South Pasadena** has directed all employees who wear cloth face coverings to wash such face coverings after each shift.
- The **City of South Pasadena** has notified all members of the public that they will not be permitted to enter or remain in the facility/worksite unless they wear cloth face coverings. The **City of South Pasadena** provided such notice by **posting guidance on its website and/or posting signage at each public entrance of the facility/worksite.**
- The **City of South Pasadena** has arranged desks or individual workstations in such a manner so that employees are separated by at least six feet.
- Break rooms, restrooms, and other common areas are disinfected frequently and thoroughly, according to the following schedule:
 1. Breakrooms: Two to three times daily and additional as needed
 2. Restrooms: Two to three times daily and additional as needed
 3. Waiting areas: Two to three times daily and additional as needed
 4. Conference rooms: Two to three times daily and additional as needed
 5. **Council** chambers: Weekly and before each use
 6. **City of South Pasadena** vehicles: before each use
 7. Elevators: Daily
 8. Other common areas (list each and describe cleaning schedule): Counters- after each customer.

- The **City of South Pasadena** has removed, to the extent practicable, soft and porous materials in communal work areas (e.g., fabric couches and chairs, area rugs).
- The **City of South Pasadena** has directed all employees to discontinue the use of shared office equipment to the extent practicable, or in the alternative to, sanitize shared surfaces and objects (e.g., conference room chairs and tables, counter tops, refrigerator door handles, agency vehicles keyboards, shared office supplies) after use.

- ❑ The **City of South Pasadena** has directed all employees to sanitize certain parts of an agency vehicle after each use, including outside handles, steering wheels, rearview mirrors, radios, buttons on doors used to control windows and mirrors, gearshifts, and keys. The **City of South Pasadena** will place disinfectant and cleaning supplies in each vehicle.
- ❑ The **City of South Pasadena** has directed all employees to frequently wash their hands with soap and water, or use sanitizer when a sink is not available, approximately every 60 minutes, for 20-seconds and after the following activities: using the restroom, sneezing, touching their face, blowing their nose, touching the refrigerator, using shared equipment such as tool handles and vehicles, cleaning, sweeping, mopping, smoking, eating, drinking, entering and leaving the building, going on a break and before the start of their work shift.
- ❑ Employees are allowed breaks, as needed, to wash their hands.
- ❑ The **City of South Pasadena** has placed tissues/paper towels and no-touch disposal receptacles at locations where they can be easily accessed by employees and members of the public, including but not limited to outside of every restroom, public entrance and entrance to a **City of South Pasadena** if such an entrance requires an individual to touch a door handle in order to enter.
- ❑ Disinfectant and related supplies are available to all employees at the following location(s): Each Counter, breakroom, offices.

- ❑ Hand sanitizer that contains at least 60% ethanol or 70% isopropanol is available to all employees at the following location(s): Each work station

- ❑ Soap and water are available to all employees at the following location(s): bathrooms

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- The **City of South Pasadena** has suspended the use of shared food and beverages (e.g. bringing in lunch for meetings that is shared “buffet style.” The agency has also discontinued the use of food and beverage equipment (which is shared by employees) including coffee brewers and water coolers.
 - The **City of South Pasadena** has instructed staff to replace in-person meetings with other means of communication, including but not limited to telephone calls, e-mails, or videoconferences. The **City of South Pasadena** has directed employees that non-essential meetings should be canceled or postponed.
 - The **City of South Pasadena** has increased the frequency of air filter replacement and HVAC system cleaning. The **City of South Pasadena** has also encouraged fresh air circulation by directing employees to open windows and doors, to the extent practicable and safe.
 - Other measures: Porter services will be providing targeted cleaning 3 times a week.
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- The **City of South Pasadena** will provide training to all employees and officials regarding the measures it is taking and is requiring individuals to take to maintain a safe and healthy working environment in accordance with State guidelines.
 - Copies of this Protocol have been distributed to all employees in the following manner(s):
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Job classifications or facilities to which specific measures may not apply and reason for such exemption(s):

P. Measures Designed to Keep People At Least Six Feet Apart and Prevent Unnecessary Contact

- The **City of South Pasadena** has placed signage outside the facility/worksite that instructs people to remain at least six feet apart, including when waiting to enter the facility/worksite.
- The **City of South Pasadena** has placed tape or other markings at least six feet apart in public areas inside the facility/worksite where people frequently line up with signs directing members of the public to use the markings to maintain the requisite distance.
- The **City of South Pasadena** has instructed all employees to maintain at least a six-foot distance from members of the public and from each other, except employees whose job duties require them to come into closer contact with others or as otherwise necessary.
- The **City of South Pasadena** has instructed all employees using **City of South Pasadena** vehicles that, if feasible, only one person should occupy a vehicle at a time, and that if two employees are required for a task in the field, they should ride in separate vehicles.
- The **City of South Pasadena** is providing for contactless payment systems (e.g., utility bills, building permits, or parking tickets) or, if not feasible, sanitizing payment systems regularly. Describe: Finance is using contactless payment systems.
- Other measures (may be listed on separate page attached to these Protocols):

Job classifications or facilities to which these measures may not apply and reasoning for such exemption(s):

Q. Measures to Prevent Crowds from Gathering

- The **City of South Pasadena** has limited the number of members of the public in the worksite/facility at any one time, which allows for members of the public and employees to more easily maintain at least a six-foot distance from one another at all practicable times.
- The **City of South Pasadena** has posted an employee at the public access door to ensure the maximum number of members of the public at the facility/worksite is not exceeded.
- The **City of South Pasadena** is streaming public meetings, including providing opportunities for public comment. Public meetings may be streamed here:

- The **City of South Pasadena** has spaced out or blocked off seating available in public meeting areas.
- Other measures (may be listed on separate page attached to these Protocols):

Job classifications or facilities to which specific measures may not apply (list each measure) and reasoning for exemption(s):

R. Measures to Increase Sanitation for the Public

- Restrooms normally open to the public remain open to the public.
- The **City of South Pasadena** has removed, to the extent practicable, soft and porous materials in public areas (e.g., fabric couches and chairs, area rugs). Where **City of South Pasadena** has removed seating, it has replaced such seating with chairs that can be easily disinfected.
- Disinfectants that are effective against COVID-19, such as disposable wipes, are available near public entrances, communal areas and in restrooms.
- Hand sanitizer, soap and water, or effective disinfectant is available to the public at or near the entrance of the facility/worksite, in communal areas, in restrooms and anywhere else inside the facility/worksite where people have direct interactions.
- The **City of South Pasadena** is disinfecting all payment portals, pens, clipboards and other shared supplies utilized by members of the public after each use.
- The **City of South Pasadena** is disinfecting all high-contact surfaces frequently.
- The **City of South Pasadena** has discontinued the use of rental equipment to the extent practicable.
- Describe other measures:

You may contact the following person with any questions or comments about this Protocol:

Contact Name: Michael Casalou
Job Title: Interim Human Resources Manager
Phone Number: 626-403-7312

Email Address: mcasalou@southpasadenaca.gov

Date Adopted: _____

Date Last Revised: _____

SECTION TWO: FACILITY/WORKSITE-SPECIFIC MEASURES

City of South Pasadena Facility/Worksite’s Name and Address (e.g., City Hall, departments housed in their own buildings, community centers, and fire or police stations):

South Pasadena Public Library

1100 Oxley Street
South Pasadena, CA 91030

S. Use of Shared Areas

The following areas at South Pasadena Public Library are open to the public. Public access to such areas at any one time may be limited to the number of individuals identified below:

Public Area No public allowed in the Library; No contact take out service outside only	Maximum number of persons allowed in the area at any given time (this figure includes agency personnel who may also be in the area with members of the public)
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Main Lobby	8
Checkout/Reference/New Books	4
Computer Zone	4
Reference Study Tables	5
Friends Last Chance	3
Teen Area	3
Nonfiction Stacks 500s-900s	6
Group Study Area	6
Nonfiction Stacks 000s-400s	3

AV/Biography Stacks	3
Quiet Study Zone/International Area	7
Fiction Stacks	8
Magazine Area	5
Hallway (between Lobby & Quiet Zone)	3
Public Restrooms	1 each Restroom
Children's Room	12
Friends' Bookstore	2
Friends' Cashier (by elevator)	1
Administrative Office Waiting Area	1
Conference Room	4
Community Room	20

The South Pasadena Public Library maintains several communal areas, which are utilized by City of South Pasadena employees. These communal areas are listed below. Access to such areas at any one time may be limited to the number of individuals identified in the chart below.

Communal Area	Maximum number of employees permitted in the area at a given time
Technical Services work space	5

Computer Room	1
Janitor’s Supply Room	1
Friends’ Sorting Room	1
Children’s Librarians’ Office	1
Stacks	2 in each area
Main Lobby	5
Teen Room	1
Nonfiction Tables	2
International Tables	2
Magazine Area	1
Reference Librarians’ Office	1
Administrative Office	1
Library Director’s Office	1
Assistant Director’s Office	1
Staff Breakroom	3
Conference Room	2
Friends’ Bookstore	2
Community Room	8

T. Public Notice

- Signage is posted at each public entrance of the facility/worksites to inform all employees and members of the public that they must not enter the facility/worksites if they have a cough, fever, shortness of breath, difficulty breathing, chills, repeated shaking with chills, muscle pain, headache, sore throat, new loss of taste or smell, or other symptoms consistent with COVID-19 identified by the Centers for Disease Control (“CDC”). Signage states that, while in the facility/worksites, individuals must maintain a minimum six-foot distance from one another.
- A copy of the **City of South Pasadena’s** Social Distancing and Individual Responsibility Policy is posted at each public entrance to the facility/worksites and/or made available on the **City of South Pasadena’s** website.

U. Employee Health and Safety

- The **City of South Pasadena** directed everyone who is able to continue to telework to do so until further notice.
- To reduce in-person head counts on any given work day, the **City of South Pasadena** has authorized the City Manager to allow, encourage, or require remote work as appropriate for any given employee or class of employees. The **City of South Pasadena** has also authorized the City Manager to implement flexible or staggered work schedules (e.g., staggered start times or days at the worksite) as needed.
- For those employees who participate in the **City of South Pasadena's** rideshare/carpooling program, the **City of South Pasadena** has amended or temporarily discontinued the rideshare/carpooling policy and protocols to address social distancing concerns.
- The **City of South Pasadena** has canceled non-essential travel.
- The **City of South Pasadena** has directed all employees not to come to work if they are sick, including, but not limited to, exhibiting any symptoms of COVID-19 (e.g., cough, fever, shortness of breath, chills, repeated shaking with chills, muscle pain, headache, sore throat, new loss of taste or smell, or other symptoms consistent with COVID-19 identified by the Centers for Disease Control ("CDC")). This may include recommending employees take their temperature themselves before the beginning of each workday.
- The **City of South Pasadena** is conducting symptom checks before allowing employees to enter facility/worksites pursuant to guidance provided by the CDC, the Department of Fair Employment and Housing ("DFEH") and the Equal Employment Opportunity Commission ("EEOC"). Symptom checks may include temperature checks.
- The **City of South Pasadena** has identified local health department contacts with whom it will communicate regarding information about COVID-19 outbreaks at the **City of South Pasadena**. The **City of South Pasadena** will assist local health departments in facilitating contact tracing for employees who test positive for COVID-19.

- The **City of South Pasadena** is requiring all employees to use a cloth face covering at work when interacting with the public and other employees, and the City of South Pasadena is providing such face coverings at no cost to any employees who do not bring their own.
- The **City of South Pasadena** has directed all employees that a cloth face covering must be worn at all times, except if an employee is in their own office and their door remains closed.
- The **City of South Pasadena** has directed all employees who wear cloth face coverings to wash such face coverings after each shift.
- The **City of South Pasadena** has notified all members of the public that they will not be permitted to enter or remain in the facility/worksites unless they wear cloth face coverings. The **City of South Pasadena** provided such notice by **means of communication, e.g., posting guidance on its website and/or posting signage at each public entrance of the facility/worksites.**
- The **City of South Pasadena** has arranged desks or individual workstations in such a manner so that employees are separated by at least six feet.
- Break rooms, restrooms, and other common areas are disinfected frequently and thoroughly, according to the following schedule:
 1. Breakrooms: After each use and hourly
 2. Restrooms: After each use and hourly
 3. Waiting areas: Closed
 4. Conference rooms: After each use
 5. **[Council/Board]** chambers: N/A
 6. **City of South Pasadena** vehicles: N/A _____
 7. Elevators: Hourly
 8. Other common areas (list each and describe cleaning schedule): Shared work stations after each use

- The **City of South Pasadena** has removed, to the extent practicable, soft and porous materials in communal work areas (e.g., fabric couches and chairs, area rugs).
- The **City of South Pasadena** has directed all employees to discontinue the use of shared office equipment to the extent practicable, or in the alternative to, sanitize shared surfaces and objects (e.g., conference room chairs and tables, counter tops, refrigerator door handles, agency vehicles keyboards, shared office supplies) after use.
- The **City of South Pasadena** has directed all employees to sanitize certain parts of an agency vehicle after each use, including outside handles, steering wheels, rearview mirrors, radios, buttons on doors used to control windows and mirrors, gearshifts, and keys. The **City of South Pasadena** will place disinfectant and cleaning supplies in each vehicle.
- The **City of South Pasadena** has directed all employees to frequently wash their hands with soap and water, or use sanitizer when a sink is not available, approximately every 60 minutes, for 20-seconds and after the following activities: using the restroom, sneezing, touching their face, blowing their nose, touching the refrigerator, using shared equipment such as tool handles and vehicles, cleaning, sweeping, mopping, smoking, eating, drinking, entering and leaving the building, going on a break and before the start of their work shift.
- Employees are allowed breaks, as needed, to wash their hands.
- The **City of South Pasadena** has placed tissues/paper towels and no-touch disposal receptacles at locations where they can be easily accessed by employees and members of the public, including but not limited to outside of every restroom, public entrance and entrance to a **City of South Pasadena** if such an entrance requires an individual to touch a door handle in order to enter.
- Disinfectant and related supplies are available to all employees at the following location(s):
 - Table in Main Lobby
 - Sinks and restrooms

- Hand sanitizer that contains at least 60% ethanol or 70% isopropanol is available to all employees at the following location(s):
 - Table in Main Lobby
 - Library is supplying one travel-size bottle to each employee
- Soap and water are available to all employees at the following location(s):
 - Sink in Technical Services
 - Sinks in restrooms
 - Sink in Breakroom
- The **City of South Pasadena** has suspended the use of shared food and beverages (e.g. bringing in lunch for meetings that is shared “buffet style.” The agency has also discontinued the use of food and beverage equipment (which is shared by employees) including coffee brewers and water coolers.
- The **City of South Pasadena** has instructed staff to replace in-person meetings with other means of communication, including but not limited to telephone calls, e-mails, or videoconferences. The **City of South Pasadena** has directed employees that non-essential meetings should be canceled or postponed.
- The **City of South Pasadena** has increased the frequency of air filter replacement and HVAC system cleaning. The **City of South Pasadena** has also encouraged fresh air circulation by directing employees to open windows and doors, to the extent practicable and safe.
- Other measures:

- The **City of South Pasadena** will provide training to all employees and officials regarding the measures it is taking and is requiring individuals to take to maintain a safe and healthy working environment in accordance with State guidelines.

- Copies of this Protocol have been distributed to all employees in the following manner(s):

Job classifications or facilities to which specific measures may not apply and reason for such exemption(s):

V. Measures Designed to Keep People At Least Six Feet Apart and Prevent Unnecessary Contact

- The **City of South Pasadena** has placed signage outside the facility/worksites that instructs people to remain at least six feet apart, including when waiting to enter the facility/worksites.
- The **City of South Pasadena** has placed tape or other markings at least six feet apart in public areas inside the facility/worksites where people frequently line up with signs directing members of the public to use the markings to maintain the requisite distance.
- The **City of South Pasadena** has instructed all employees to maintain at least a six-foot distance from members of the public and from each other, except employees whose job duties require them to come into closer contact with others or as otherwise necessary.
- The **City of South Pasadena** has instructed all employees using **City of South Pasadena** vehicles that, if feasible, **[City/County/Agency/District]** only one person should occupy a vehicle at a time, and that if two employees are required for a task in the field, they should ride in separate vehicles.
- The **City of South Pasadena** is providing for contactless payment systems (e.g., utility bills, building permits, or parking tickets) or, if not feasible, sanitizing

payment systems regularly.

Describe: _____

- Other measures (may be listed on separate page attached to these Protocols):

Job classifications or facilities to which these measures may not apply and reasoning for such exemption(s):

W. Measures to Prevent Crowds from Gathering

- The **City of South Pasadena** has limited the number of members of the public in the worksite/facility at any one time, which allows for members of the public and employees to more easily maintain at least a six-foot distance from one another at all practicable times.
- The **City of South Pasadena** has posted an employee at the public access door to ensure the maximum number of members of the public at the facility/worksite is not exceeded.
- The **City of South Pasadena** is streaming public meetings, including providing opportunities for public comment. Public meetings may be streamed here:

- The **City of South Pasadena** has spaced out or blocked off seating available in public meeting areas.

- Other measures (may be listed on separate page attached to these Protocols):

Job classifications or facilities to which specific measures may not apply (list each measure) and reasoning for exemption(s):

X. Measures to Increase Sanitation for the Public

- Restrooms normally open to the public remain open to the public.
- The **City of South Pasadena** has removed, to the extent practicable, soft and porous materials in public areas (e.g., fabric couches and chairs, area rugs). Where **City of South Pasadena** has removed seating, it has replaced such seating with chairs that can be easily disinfected.
- Disinfectants that are effective against COVID-19, such as disposable wipes, are available near public entrances, communal areas and in restrooms.
- Hand sanitizer, soap and water, or effective disinfectant is available to the public at or near the entrance of the facility/worksite, in communal areas, in restrooms and anywhere else inside the facility/worksite where people have direct interactions.
- The **City of South Pasadena** is disinfecting all payment portals, pens, clipboards and other shared supplies utilized by members of the public after each use.
- The **City of South Pasadena** is disinfecting all high-contact surfaces frequently.
- The **City of South Pasadena** has discontinued the use of rental equipment to the extent practicable.
- Describe other measures: No contact takeout service will be offered until County relaxes orders.

You may contact the following person with any questions or comments about this Protocol:

Contact Name: Cathy Billings

Job Title: Library Director

Phone Number: (626) 403-7352

Email Address: cbillings@southpasadenaca.gov

Date Adopted: _____

Date Last Revised:

SECTION TWO: FACILITY/WORKSITE-SPECIFIC MEASURES

City of South Pasadena Facility/Worksite’s Name and Address (e.g., City Hall, departments housed in their own buildings, community centers, and fire or police stations): _____

Water Distribution Operations: Garfield Reservoir

416 Garfield Ave South Pasadena, CA 91030

Y. Use of Shared Areas

The following areas at [facility/worksite] are open to the public. Public access to such areas at any one time may be limited to the number of individuals identified below:

Public Area	Maximum number of persons allowed in the area at any given time (this figure includes agency personnel who may also be in the area with members of the public)
No Public Area	

The [facility/worksite] maintains several communal areas, which are utilized by City of South Pasadena employees. These communal areas are listed below. Access to such areas at any one time may be limited to the number of individuals identified in the chart below.

Communal Area	Maximum number of employees permitted in the area at a given time
Water Division Office	2
Conference room	10
Locker room	2
Kitchen room	2

Z. Public Notice

- Signage is posted at each public entrance of the facility/worksites to inform all employees and members of the public that they must not enter the facility/worksites if they have a cough, fever, shortness of breath, difficulty breathing, chills, repeated shaking with chills, muscle pain, headache, sore throat, new loss of taste or smell, or other symptoms consistent with COVID-19 identified by the Centers for Disease Control (“CDC”). Signage states that, while in the facility/worksites, individuals must maintain a minimum six-foot distance from one another.
- A copy of the **City of South Pasadena** Social Distancing and Individual Responsibility Policy is posted at each public entrance to the facility/worksites and/or made available on the **City of South Pasadena** website.

AA. Employee Health and Safety

- The **City of South Pasadena** directed everyone who is able to continue to telework to do so until further notice.
- To reduce in-person head counts on any given work day, the **City of South Pasadena** has authorized the City Manager to allow, encourage, or require remote work as appropriate for any given employee or class of employees. The **City of South Pasadena** has also authorized the City Manager to implement

flexible or staggered work schedules (e.g., staggered start times or days at the worksite) as needed.

- For those employees who participate in the **City of South Pasadena** rideshare/carpooling program, the **City of South Pasadena** has amended or temporarily discontinued the rideshare/carpooling policy and protocols to address social distancing concerns.
- The **City of South Pasadena** has canceled non-essential travel.
- The **City of South Pasadena** has directed all employees not to come to work if they are sick, including, but not limited to, exhibiting any symptoms of COVID-19 (e.g., cough, fever, shortness of breath, chills, repeated shaking with chills, muscle pain, headache, sore throat, new loss of taste or smell, or other symptoms consistent with COVID-19 identified by the Centers for Disease Control (“CDC”). This may include recommending employees take their temperature themselves before the beginning of each workday.
- The **City of South Pasadena** is conducting symptom checks before allowing employees to enter facility/worksites pursuant to guidance provided by the CDC, the Department of Fair Employment and Housing (“DFEH”) and the Equal Employment Opportunity Commission (“EEOC”). Symptom checks may include temperature checks.
- The **City of South Pasadena** has identified local health department contacts with whom it will communicate regarding information about COVID-19 outbreaks at the **City of South Pasadena**. The **City of South Pasadena** will assist local health departments in facilitating contact tracing for employees who test positive for COVID-19.
- The **City of South Pasadena** is requiring all employees to use a cloth face covering at work when interacting with the public and other employees, and the City of South Pasadena is providing such face coverings at no cost to any employees who do not bring their own.
- The **City of South Pasadena** has directed all employees that a cloth face covering must be worn at all times, except if an employee is in their own office and their door remains closed.

- The **City of South Pasadena** has directed all employees who wear cloth face coverings to wash such face coverings after each shift.
- The **City of South Pasadena** has notified all members of the public that they will not be permitted to enter or remain in the facility/worksite unless they wear cloth face coverings. The **City of South Pasadena** provided such notice by **its website and/or posting signage at each public entrance of the facility/worksite.**
- The **City of South Pasadena** has arranged desks or individual workstations in such a manner so that employees are separated by at least six feet.
- Break rooms, restrooms, and other common areas are disinfected frequently and thoroughly, according to the following schedule:
 1. Breakrooms: daily
 2. Restrooms: door handles every hour

 3. Waiting areas: _____ N/A _____
 4. Conference rooms: _____ Daily _____
 5. **[Council/Board]** chambers: _____
 6. **City of South Pasadena** vehicles: _____ Daily _____
 7. Elevators: _____ Daily _____
 8. Other common areas (list each and describe cleaning schedule):

- The **City of South Pasadena** has removed, to the extent practicable, soft and porous materials in communal work areas (e.g., fabric couches and chairs, area rugs).
- The **City of South Pasadena** has directed all employees to discontinue the use of shared office equipment to the extent practicable, or in the alternative to, sanitize shared surfaces and objects (e.g., conference room chairs and tables,

counter tops, refrigerator door handles, agency vehicles keyboards, shared office supplies) after use.

- ❑ The **City of South Pasadena** has directed all employees to sanitize certain parts of an agency vehicle after each use, including outside handles, steering wheels, rearview mirrors, radios, buttons on doors used to control windows and mirrors, gearshifts, and keys. The **City of South Pasadena** will place disinfectant and cleaning supplies in each vehicle.
- ❑ The **City of South Pasadena** has directed all employees to frequently wash their hands with soap and water, or use sanitizer when a sink is not available, approximately every 60 minutes, for 20-seconds and after the following activities: using the restroom, sneezing, touching their face, blowing their nose, touching the refrigerator, using shared equipment such as tool handles and vehicles, cleaning, sweeping, mopping, smoking, eating, drinking, entering and leaving the building, going on a break and before the start of their work shift.
- ❑ Employees are allowed breaks, as needed, to wash their hands.
- ❑ The **City of South Pasadena** has placed tissues/paper towels and no-touch disposal receptacles at locations where they can be easily accessed by employees and members of the public, including but not limited to outside of every restroom, public entrance and entrance to a **City of South Pasadena** if such an entrance requires an individual to touch a door handle in order to enter.
- ❑ Disinfectant and related supplies are available to all employees at the following location(s):
Operations building lobby

- ❑ Hand sanitizer that contains at least 60% ethanol or 70% isopropanol is available to all employees at the following location(s):
Conference room, kitchen, break room, individual hand sanitizers provided to every water operator

- ❑ Soap and water are available to all employees at the following location(s):

Bathrooms, kitchen, conference room,
kitchenette.

- The **City of South Pasadena** has suspended the use of shared food and beverages (e.g. bringing in lunch for meetings that is shared “buffet style.” The agency has also discontinued the use of food and beverage equipment (which is shared by employees) including coffee brewers and water coolers.
- The **City of South Pasadena** has instructed staff to replace in-person meetings with other means of communication, including but not limited to telephone calls, e-mails, or videoconferences. The **City of South Pasadena** has directed employees that non-essential meetings should be canceled or postponed.
- The **City of South Pasadena** has increased the frequency of air filter replacement and HVAC system cleaning. The **City of South Pasadena** has also encouraged fresh air circulation by directing employees to open windows and doors, to the extent practicable and safe.

- Other measures:

- The **City of South Pasadena** will provide training to all employees and officials regarding the measures it is taking and is requiring individuals to take to maintain a safe and healthy working environment in accordance with State guidelines.
- Copies of this Protocol have been distributed to all employees in the following manner(s):

Job classifications or facilities to which specific measures may not apply and reason for such

exemption(s): N/A

BB. Measures Designed to Keep People At Least Six Feet Apart and Prevent Unnecessary Contact

- The **City of South Pasadena** has placed signage outside the facility/worksites that instructs people to remain at least six feet apart, including when waiting to enter the facility/worksites.
- The **City of South Pasadena** has placed tape or other markings at least six feet apart in public areas inside the facility/worksites where people frequently line up with signs directing members of the public to use the markings to maintain the requisite distance.
- The **City of South Pasadena** has instructed all employees to maintain at least a six-foot distance from members of the public and from each other, except employees whose job duties require them to come into closer contact with others or as otherwise necessary.
- The **City of South Pasadena** has instructed all employees using **City of South Pasadena** vehicles that, if feasible, only one person should occupy a vehicle at a time, and that if two employees are required for a task in the field, they should ride in separate vehicles.
- The **City of South Pasadena** is providing for contactless payment systems (e.g., utility bills, building permits, or parking tickets) or, if not feasible, sanitizing payment systems regularly. Describe: ACH Payment processing system

Other measures (may be listed on separate page attached to these Protocols):

N/A

Job classifications or facilities to which these measures may not apply and reasoning for such exemption(s): N/A

CC. Measures to Prevent Crowds from Gathering – NOT APPLICABLE

- The **City of South Pasadena** has limited the number of members of the public in the worksite/facility at any one time, which allows for members of the public and employees to more easily maintain at least a six-foot distance from one another at all practicable times.
- The **City of South Pasadena** has posted an employee at the public access door to ensure the maximum number of members of the public at the facility/worksite is not exceeded.
- The **City of South Pasadena** is streaming public meetings, including providing opportunities for public comment. Public meetings may be streamed here:

- The **City of South Pasadena** has spaced out or blocked off seating available in public meeting areas.
- Other measures (may be listed on separate page attached to these Protocols):

N/A

Job classifications or facilities to which specific measures may not apply (list each measure) and reasoning for exemption(s): N/A

DD. **Measures to Increase Sanitation for the Public** – NOT APPLICABLE

- Restrooms normally open to the public remain open to the public.
 - The **City of South Pasadena** has removed, to the extent practicable, soft and porous materials in public areas (e.g., fabric couches and chairs, area rugs). Where **City of South Pasadena** has removed seating, it has replaced such seating with chairs that can be easily disinfected.
 - Disinfectants that are effective against COVID-19, such as disposable wipes, are available near public entrances, communal areas and in restrooms.
 - Hand sanitizer, soap and water, or effective disinfectant is available to the public at or near the entrance of the facility/worksite, in communal areas, in restrooms and anywhere else inside the facility/worksite where people have direct interactions.
 - The **City of South Pasadena** is disinfecting all payment portals, pens, clipboards and other shared supplies utilized by members of the public after each use.
 - The **City of South Pasadena** is disinfecting all high-contact surfaces frequently.
 - The **City of South Pasadena]** has discontinued the use of rental equipment to the extent practicable.
- Describe other measures:

You may contact the following person with any questions or comments about this Protocol:

Contact Name: Julian Lee

Job Title: Deputy Public Works Director

Phone Number: (626) 460-6392

Email Address: jlee@southpasadenaca.go

Date Adopted: 6/1/20 _____

Date Last Revised: 6/4/20

SECTION TWO: FACILITY/WORKSITE-SPECIFIC MEASURES

City of South Pasadena Public Works Yard: 825 Mission

Street, houses Public Works Operations including Facilities, Parks, and Street/Sewer Sections.

EE. Use of Shared Areas

The following areas at the yard are not open to the public. Public access to such areas at any one time may be limited to the number of individuals identified below:

Public Area	Maximum number of persons allowed in the area at any given time (this figure includes agency personnel who may also be in the area with members of the public)
The Public Works Yard is not Open to the Public	

The yard maintains several communal areas, which are utilized by City of South Pasadena employees. These communal areas are listed below. Access to such areas at any one time may be limited to the number of individuals identified in the chart below.

Communal Area	Maximum number of employees permitted in the area at a given time
Break room	6
Facilities office area	3 and 1 Supervisor in a separate office
Parks office	2
Streets/Sewer office area	4 and 2 in separate offices
Locker room/ restroom	3, staggered changing times
Operations Front Office	2
Operations Manager's Office	2
Operations Conference Room	2

FF. Public Notice

- Signage is posted at each public entrance of the facility/worksites to inform all employees and members of the public that they must not enter the facility/worksites if they have a cough, fever, shortness of breath, difficulty breathing, chills, repeated shaking with chills, muscle pain, headache, sore throat, new loss of taste or smell, or other symptoms consistent with COVID-19 identified by the Centers for Disease Control (“CDC”). Signage states that, while in the facility/worksites, individuals must maintain a minimum six-foot distance from one another.
- A copy of the **City of South Pasadena’s** Social Distancing and Individual Responsibility Policy is posted at each public entrance to the facility/worksites and/or made available on the **City of South Pasadena’s** website.

GG. Employee Health and Safety

- The **City of South Pasadena** directed everyone who is able to continue to telework to do so until further notice.
- To reduce in-person head counts on any given work day, the **City of South Pasadena** has authorized the City Manager to allow, encourage, or require remote work as appropriate for any given employee or class of employees. The

City of South Pasadena has also authorized the City Manager to implement flexible or staggered work schedules (e.g., staggered start times or days at the worksite) as needed.

- For those employees who participate in the **City of South Pasadena's** rideshare/carpooling program, the **City of South Pasadena** has amended or temporarily discontinued the rideshare/carpooling policy and protocols to address social distancing concerns.
- The **City of South Pasadena** has canceled non-essential travel.
- The **City of South Pasadena** has directed all employees not to come to work if they are sick, including, but not limited to, exhibiting any symptoms of COVID-19 (e.g., cough, fever, shortness of breath, chills, repeated shaking with chills, muscle pain, headache, sore throat, new loss of taste or smell, or other symptoms consistent with COVID-19 identified by the Centers for Disease Control (“CDC”). This may include recommending employees take their temperature themselves before the beginning of each workday.
- The **City of South Pasadena** is conducting symptom checks before allowing employees to enter facility/worksites pursuant to guidance provided by the CDC, the Department of Fair Employment and Housing (“DFEH”) and the Equal Employment Opportunity Commission (“EEOC”). Symptom checks may include temperature checks.

The **City of South Pasadena** has identified local health department contacts with whom it will communicate regarding information about COVID-19 outbreaks at the **City of South Pasadena**. The **City of South Pasadena** will assist local health departments in facilitating contact tracing for employees who test positive for COVID-19.

- The **City of South Pasadena** is requiring all employees to use a cloth face covering at work when interacting with the public and other employees, and the City of South Pasadena is providing such face coverings at no cost to any employees who do not bring their own.
- The **City of South Pasadena** has directed all employees that a cloth face covering must be worn at all times, except if an employee is in their own office and their door remains closed.

- The **City of South Pasadena** has directed all employees who wear cloth face coverings to wash such face coverings after each shift.
- The **City of South Pasadena** has notified all members of the public that they will not be permitted to enter or remain in the facility/worksite unless they wear cloth face coverings. The **City of South Pasadena** provided such notice by **posting guidance on its website and/or posting signage at each public entrance of the facility/worksite.**
- The **City of South Pasadena** has arranged desks or individual workstations in such a manner so that employees are separated by at least six feet.
- Break rooms, restrooms, and other common areas are disinfected frequently and thoroughly, according to the following schedule:
 1. Breakrooms: ___Daily, before after use__
 2. Restrooms: _____Daily_____
 3. Waiting areas: _____N/A_____
 4. Conference rooms: _____daily, before and after use__
 5. **[Council/Board]** chambers: _N/a_____
 6. **City of South Pasadena** vehicles: _End of day and periodically throughout the day_____
 7. Elevators: __NA_____
 8. Other common areas (list each and describe cleaning schedule): Offices – daily and as needed_____

- The **City of South Pasadena** has removed, to the extent practicable, soft and porous materials in communal work areas (e.g., fabric couches and chairs, area rugs).
- The **City of South Pasadena** has directed all employees to discontinue the use of shared office equipment to the extent practicable, or in the alternative to, sanitize shared surfaces and objects (e.g., conference room chairs and tables, counter tops, refrigerator door handles, agency vehicles keyboards, shared office supplies) after use.

- The **City of South Pasadena** has directed all employees to sanitize certain parts of an agency vehicle after each use, including outside handles, steering wheels, rearview mirrors, radios, buttons on doors used to control windows and mirrors, gearshifts, and keys. The **City of South Pasadena** will place disinfectant and cleaning supplies in each vehicle.
- The **City of South Pasadena** has directed all employees to frequently wash their hands with soap and water, or use sanitizer when a sink is not available, approximately every 60 minutes, for 20-seconds and after the following activities: using the restroom, sneezing, touching their face, blowing their nose, touching the refrigerator, using shared equipment such as tool handles and vehicles, cleaning, sweeping, mopping, smoking, eating, drinking, entering and leaving the building, going on a break and before the start of their work shift.
- Employees are allowed breaks, as needed, to wash their hands.
- The **City of South Pasadena** has placed tissues/paper towels and no-touch disposal receptacles at locations where they can be easily accessed by employees and members of the public, including but not limited to outside of every restroom, public entrance and entrance to a **City of South Pasadena** if such an entrance requires an individual to touch a door handle in order to enter.
- Disinfectant and related supplies are available to all employees at the following location(s):
At each office area and in the break room
- Hand sanitizer that contains at least 60% ethanol or 70% isopropanol is available to all employees at the following location(s): at each office area and break room, truck and on person
- Soap and water are available to all employees at the following location(s):
Breakroom, and restroom
- The **City of South Pasadena** has suspended the use of shared food and beverages (e.g. bringing in lunch for meetings that is shared “buffet style.” The agency has also discontinued the use of food and beverage equipment (which is shared by employees) including coffee brewers and water coolers.

- The **City of South Pasadena** has instructed staff to replace in-person meetings with other means of communication, including but not limited to telephone calls, e-mails, or videoconferences. The **City of South Pasadena** has directed employees that non-essential meetings should be canceled or postponed.
- The **City of South Pasadena** has increased the frequency of air filter replacement and HVAC system cleaning. The **City of South Pasadena** has also encouraged fresh air circulation by directing employees to open windows and doors, to the extent practicable and safe.
- Other measures:

- The **City of South Pasadena** will provide training to all employees and officials regarding the measures it is taking and is requiring individuals to take to maintain a safe and healthy working environment in accordance with State guidelines.
- Copies of this Protocol have been distributed to all employees in the following manner(s): email and print

Job classifications or facilities to which specific measures may not apply and reason for such exemption(s):

_____ NA _____

HH. Measures Designed to Keep People At Least Six Feet Apart and Prevent Unnecessary Contact

- The **City of South Pasadena** has placed signage outside the facility/worksites that instructs people to remain at least six feet apart, including when waiting to enter the facility/worksites.
- The **City of South Pasadena** has placed tape or other markings at least six feet apart in public areas inside the facility/worksites where people frequently line up with signs directing members of the public to use the markings to maintain the requisite distance.
- The **City of South Pasadena** has instructed all employees to maintain at least a six-foot distance from members of the public and from each other, except employees whose job duties require them to come into closer contact with others or as otherwise necessary.
- The **City of South Pasadena** has instructed all employees using **City of South Pasadena** vehicles that, if feasible, only one person should occupy a vehicle at a time, and that if two employees are required for a task in the field, they should ride in separate vehicles.
- The **City of South Pasadena** is providing for contactless payment systems (e.g., utility bills, building permits, or parking tickets) or, if not feasible, sanitizing payment systems regularly.

Describe: NA

- Other measures (may be listed on separate page attached to these Protocols):

NA

Job classifications or facilities to which these measures may not apply and reasoning for such exemption(s):

NA

II. Measures to Prevent Crowds from Gathering

- The **City of South Pasadena** has limited the number of members of the public in the worksite/facility at any one time, which allows for members of the public and employees to more easily maintain at least a six-foot distance from one another at all practicable times.
- The **City of South Pasadena** has posted an employee at the public access door to ensure the maximum number of members of the public at the facility/worksite is not exceeded.
- The **City of South Pasadena** is streaming public meetings, including providing opportunities for public comment. Public meetings may be streamed here:

- The **City of South Pasadena** has spaced out or blocked off seating available in public meeting areas.
- Other measures (may be listed on separate page attached to these Protocols):

Job classifications or facilities to which specific measures may not apply (list each measure) and reasoning for exemption(s):

_____NA_____

JJ. Measures to Increase Sanitation for the Public

- Restrooms normally open to the public remain open to the public.
- The **City of South Pasadena** has removed, to the extent practicable, soft and porous materials in public areas (e.g., fabric couches and chairs, area rugs).

Where **City of South Pasadena** has removed seating, it has replaced such seating with chairs that can be easily disinfected.

- Disinfectants that are effective against COVID-19, such as disposable wipes, are available near public entrances, communal areas and in restrooms.
- Hand sanitizer, soap and water, or effective disinfectant is available to the public at or near the entrance of the facility/worksite, in communal areas, in restrooms and anywhere else inside the facility/worksite where people have direct interactions.
- The **City of South Pasadena** is disinfecting all payment portals, pens, clipboards and other shared supplies utilized by members of the public after each use.
- The **City of South Pasadena** is disinfecting all high-contact surfaces frequently.
- The **City of South Pasadena]** has discontinued the use of rental equipment to the extent practicable.
- Describe other measures:

You may contact the following person with any questions or comments about this Protocol:

Contact Name: Garrett Crawford

Job Title: Public Works Operations Manager

Phone Number: 626-403-7376

Email Address: gcrawford@southpasadenaca.gov

Date Adopted: _____

Date Last Revised:

SECTION TWO: FACILITY/WORKSITE-SPECIFIC MEASURES

Community Services Facilities:

South Pasadena Senior Center 1102 Oxley Street, Orange Grove Recreation Building 815 Mission Street, Eddie Park House 2017 Edgewood Drive, Youth House 625 Stratford Drive, War Memorial 435 Fair Oaks Avenue.

Use of Shared Areas

The following areas at the yard are not open to the public. Public access to such areas at any one time may be limited to the number of individuals identified below:

Public Area	Maximum number of persons allowed in the area at any given time (this figure includes agency personnel who may also be in the area with members of the public)
South Pasadena Senior Center	
Multi-purpose room	20
Computer Lab	6
Front Classroom A	8
Front Classroom B	8
Lobby	6
Orange Grove Recreation Bldg Recreation Offices Kitchen	8
Mid-Level	10
Camp Med	24
Eddie Park House-Main Room	13
Sun Room	8
Youth House	6
War Memorial-Main Level	24
Lower Level	15

The yard maintains several communal areas, which are utilized by City of South Pasadena employees. These communal areas are listed below. Access to such areas at any one time may be limited to the number of individuals identified in the chart below.

Communal Area	Maximum number of employees permitted in the area at a given time
Senior Center-Break Room	1
Senior Center Lobby	3
Senior Center Office	4
Recreation Kitchen	2
Recreation Office Space Shared	5
Recreation Lobby	2

KK. Public Notice

- Signage is posted at each public entrance of the facility/worksites to inform all employees and members of the public that they must not enter the facility/worksites if they have a cough, fever, shortness of breath, difficulty breathing, chills, repeated shaking with chills, muscle pain, headache, sore throat, new loss of taste or smell, or other symptoms consistent with COVID-19 identified by the Centers for Disease Control (“CDC”). Signage states that, while in the facility/worksites, individuals must maintain a minimum six-foot distance from one another.
- A copy of the **City of South Pasadena’s** Social Distancing and Individual Responsibility Policy is posted at each public entrance to the facility/worksites and/or made available on the **City of South Pasadena’s** website.

LL. Employee Health and Safety

- The **City of South Pasadena** directed everyone who is able to continue to telework to do so until further notice.
- To reduce in-person head counts on any given work day, the **City of South Pasadena** has authorized the City Manager to allow, encourage, or require remote work as appropriate for any given employee or class of employees. The **City of South Pasadena** has also authorized the City Manager to implement flexible or staggered work schedules (e.g., staggered start times or days at the worksite) as needed.
- For those employees who participate in the **City of South Pasadena's** rideshare/carpooling program, the **City of South Pasadena** has amended or temporarily discontinued the rideshare/carpooling policy and protocols to address social distancing concerns.
- The **City of South Pasadena** has canceled non-essential travel.
- The **City of South Pasadena** has directed all employees not to come to work if they are sick, including, but not limited to, exhibiting any symptoms of COVID-19 (e.g., cough, fever, shortness of breath, chills, repeated shaking with chills, muscle pain, headache, sore throat, new loss of taste or smell, or other symptoms consistent with COVID-19 identified by the Centers for Disease Control ("CDC")). This may include recommending employees take their temperature themselves before the beginning of each workday.
- The **City of South Pasadena** is conducting symptom checks before allowing employees to enter facility/worksites pursuant to guidance provided by the CDC, the Department of Fair Employment and Housing ("DFEH") and the Equal Employment Opportunity Commission ("EEOC"). Symptom checks may include temperature checks.

The **City of South Pasadena** has identified local health department contacts with whom it will communicate regarding information about COVID-19 outbreaks at the **City of South Pasadena**. The **City of South Pasadena** will assist local health departments in facilitating contact tracing for employees who test positive for COVID-19.

- The **City of South Pasadena** is requiring all employees to use a cloth face covering at work when interacting with the public and other employees, and the

City of South Pasadena is providing such face coverings at no cost to any employees who do not bring their own.

- The **City of South Pasadena** has directed all employees that a cloth face covering must be worn at all times, except if an employee is in their own office and their door remains closed.
- The **City of South Pasadena** has directed all employees who wear cloth face coverings to wash such face coverings after each shift.
- The **City of South Pasadena** has notified all members of the public that they will not be permitted to enter or remain in the facility/worksites unless they wear cloth face coverings. The **City of South Pasadena** provided such notice by **posting guidance on its website and/or posting signage at each public entrance of the facility/worksites.**
- The **City of South Pasadena** has arranged desks or individual workstations in such a manner so that employees are separated by at least six feet.
- Break rooms, restrooms, and other common areas are disinfected frequently and thoroughly, according to the following schedule:
 1. Breakrooms: After use and nightly
 2. Restrooms: After Use and nightly
 3. Waiting areas: 3 times a day
 4. Conference rooms:
 5. **[Council/Board]** chambers: N/a
 6. **City of South Pasadena** vehicles: End of day and periodically throughout the day
 7. Elevators: NA
 8. Other common areas (list each and describe cleaning schedule): Offices – daily and as needed

- The **City of South Pasadena** has removed, to the extent practicable, soft and porous materials in communal work areas (e.g., fabric couches and chairs, area rugs).

- The **City of South Pasadena** has directed all employees to discontinue the use of shared office equipment to the extent practicable, or in the alternative to, sanitize shared surfaces and objects (e.g., conference room chairs and tables, counter tops, refrigerator door handles, agency vehicles keyboards, shared office supplies) after use.
- The **City of South Pasadena** has directed all employees to sanitize certain parts of an agency vehicle after each use, including outside handles, steering wheels, rearview mirrors, radios, buttons on doors used to control windows and mirrors, gearshifts, and keys. The **City of South Pasadena** will place disinfectant and cleaning supplies in each vehicle.
- The **City of South Pasadena** has directed all employees to frequently wash their hands with soap and water, or use sanitizer when a sink is not available, approximately every 60 minutes, for 20-seconds and after the following activities: using the restroom, sneezing, touching their face, blowing their nose, touching the refrigerator, using shared equipment such as tool handles and vehicles, cleaning, sweeping, mopping, smoking, eating, drinking, entering and leaving the building, going on a break and before the start of their work shift.
- Employees are allowed breaks, as needed, to wash their hands.
- The **City of South Pasadena** has placed tissues/paper towels and no-touch disposal receptacles at locations where they can be easily accessed by employees and members of the public, including but not limited to outside of every restroom, public entrance and entrance to a **City of South Pasadena** if such an entrance requires an individual to touch a door handle in order to enter.
- Disinfectant and related supplies are available to all employees at the following location(s):
Storage Supply Room
- Hand sanitizer that contains at least 60% ethanol or 70% isopropanol is available to all employees at the following location(s): at each office area.
- Soap and water are available to all employees at the following location(s):
Restrooms and Kitchen

- The **City of South Pasadena** has suspended the use of shared food and beverages (e.g. bringing in lunch for meetings that is shared “buffet style.” The agency has also discontinued the use of food and beverage equipment (which is shared by employees) including coffee brewers and water coolers.
- The **City of South Pasadena** has instructed staff to replace in-person meetings with other means of communication, including but not limited to telephone calls, e-mails, or videoconferences. The **City of South Pasadena** has directed employees that non-essential meetings should be canceled or postponed.
- The **City of South Pasadena** has increased the frequency of air filter replacement and HVAC system cleaning. The **City of South Pasadena** has also encouraged fresh air circulation by directing employees to open windows and doors, to the extent practicable and safe.
- Other measures:

- The **City of South Pasadena** will provide training to all employees and officials regarding the measures it is taking and is requiring individuals to take to maintain a safe and healthy working environment in accordance with State guidelines.
- Copies of this Protocol have been distributed to all employees in the following manner(s): email and print

Job classifications or facilities to which specific measures may not apply and reason for such exemption(s):

_____ NA _____

MM. **Measures Designed to Keep People At Least Six Feet Apart and Prevent Unnecessary Contact**

- The **City of South Pasadena** has placed signage outside the facility/worksite that instructs people to remain at least six feet apart, including when waiting to enter the facility/worksite.
- The **City of South Pasadena** has placed tape or other markings at least six feet apart in public areas inside the facility/worksite where people frequently line up with signs directing members of the public to use the markings to maintain the requisite distance.
- The **City of South Pasadena** has instructed all employees to maintain at least a six-foot distance from members of the public and from each other, except employees whose job duties require them to come into closer contact with others or as otherwise necessary.
- The **City of South Pasadena** has instructed all employees using **City of South Pasadena** vehicles that, if feasible, only one person should occupy a vehicle at a time, and that if two employees are required for a task in the field, they should ride in separate vehicles.
- The **City of South Pasadena** is providing for contactless payment systems (e.g., utility bills, building permits, or parking tickets) or, if not feasible, sanitizing payment systems regularly. Describe: [Online registration for all classes and camps.](#)
- Other measures (may be listed on separate page attached to these Protocols):

_____ NA _____

Job classifications or facilities to which these measures may not apply and reasoning for such exemption(s):

_____ NA _____

NN. **Measures to Prevent Crowds from Gathering**

- The **City of South Pasadena** has limited the number of members of the public in the worksite/facility at any one time, which allows for members of the public and employees to more easily maintain at least a six-foot distance from one another at all practicable times.
- The **City of South Pasadena** has posted an employee at the public access door to ensure the maximum number of members of the public at the facility/worksite is not exceeded.
- The **City of South Pasadena** is streaming public meetings, including providing opportunities for public comment. Public meetings may be streamed here:

- The **City of South Pasadena** has spaced out or blocked off seating available in public meeting areas.
- Other measures (may be listed on separate page attached to these Protocols):

Job classifications or facilities to which specific measures may not apply (list each measure) and reasoning for exemption(s):

_____NA_____

OO. **Measures to Increase Sanitation for the Public**

- Restrooms normally open to the public remain open to the public.
- The **City of South Pasadena** has removed, to the extent practicable, soft and porous materials in public areas (e.g., fabric couches and chairs, area rugs).

Where **City of South Pasadena** has removed seating, it has replaced such seating with chairs that can be easily disinfected.

- Disinfectants that are effective against COVID-19, such as disposable wipes, are available near public entrances, communal areas and in restrooms.
- Hand sanitizer, soap and water, or effective disinfectant is available to the public at or near the entrance of the facility/worksite, in communal areas, in restrooms and anywhere else inside the facility/worksite where people have direct interactions.
- The **City of South Pasadena** is disinfecting all payment portals, pens, clipboards and other shared supplies utilized by members of the public after each use.
- The **City of South Pasadena** is disinfecting all high-contact surfaces frequently.
- The **City of South Pasadena]** has discontinued the use of rental equipment to the extent practicable.
- Describe other measures:

You may contact the following person with any questions or comments about this Protocol:

Contact Name: Sheila Pautsch

Job Title: Community Services Director

Phone Number: 626-403-7362

Email Address: spautsch@southpasadenaca.gov

Date Adopted: _____

Date Last Revised:

ADMINISTRATIVE POLICY AND PROTOCOLS FOR CLEANING AND DISINFECTING THE WORKPLACE

I. Preamble

The purpose of the California Occupational Safety and Health Act of 1973 is to assure safe and healthy working conditions for all workers. (Labor Code § 6300, et seq.)

The Centers for Disease Control and Prevention (“CDC”) recommends cleaning and disinfecting public spaces, such as the workplace, in order to reduce the risk of exposure to SARS-CoV-2, the virus that causes COVID-19 (hereinafter “the virus that causes COVID-19”). Normal routine cleaning with soap and water removes germs and dirt from surfaces, and lowers the risk of spreading the virus that causes COVID-19. Disinfecting kills germs on surfaces. Killing germs on surfaces after cleaning can further lower the risk of spreading infection.

The **City of South Pasadena** therefore implements this Administrative Policy and Protocols for Cleaning and Disinfecting the Workplace for the protection of all employees, their families, and the public we serve.

II. Statement of Policy

The purpose of this Policy is to ensure healthy and safe working conditions for all **City of South Pasadena** employees through adherence to federal, state, and local cleaning and disinfecting requirements, recommendations, and best practices intended to limit exposure to the virus that causes COVID-19. Ensuring healthy and safe working conditions and the health and safety of employees is a business necessity for the City of South Pasadena.

III. Compliance

The City of South Pasadena intends to fully and faithfully comply with any and all applicable federal, state, and local regulations and guidance regarding cleaning and disinfecting worksites in the administration of this Policy and associated protocol.

IV. Policy

Scope of Coverage:

This policy will apply with equal force to all properties and facilities over which the **City of South Pasadena** has custody and control, including both indoor and outdoor areas.

Effective Date:

This Policy shall be effective immediately upon adoption and shall remain in effect until the **City of South Pasadena** advises employees that the Policy is no longer operative due to the end of the present public health emergency.

Cleaning Practices for Outdoor Areas:

The virus that causes COVID-19 naturally dies within hours to days in typical indoor and outdoor environments. Warmer temperatures and exposure to sunlight reduces the time the virus survives on surfaces and objects. Outdoor areas generally require normal routine cleaning and do not require disinfection.

(a) *City of South Pasadena's Responsibilities:*

The **City of South Pasadena** will maintain existing cleaning and hygiene practices of outdoor areas.

(b) *Employee Responsibilities:*

In addition to the efforts undertaken by **City of South Pasadena**, employees are expected to comply will directives issued in the **City of South Pasadena's** Administrative Policy and Protocols for Social Distancing and Individual Responsibility in the Workplace, to the extent applicable to outdoor spaces, as well as the provisions in this Policy regarding collective efforts to routinely disinfect frequently used surfaces and objects.

Cleaning Practices for Indoor Areas that have been Unoccupied for at least Seven Days:

The virus that causes COVID-19 has not been shown to survive on surfaces longer than seven (7) days. Therefore, if an indoor area has been unoccupied for seven (7) days or more, the **City of South Pasadena** will conduct normal routine cleaning of that area consistent with its existing cleaning and hygiene practices.

Cleaning and Disinfecting Practices for Indoor Areas that have been occupied within the last Seven Days:

(a) *City of South Pasadena's Responsibilities:*

The **City of South Pasadena** will evaluate each **City of South Pasadena** building or facility to determine what kinds of surfaces make up each area. Most surfaces and objects will require only routine cleaning consistent with the **City of South Pasadena's** current practices. Such routine cleaning involves cleaning the surface or object with soap and water. Additionally, each workday, the **City**

of South Pasadena will clean and disinfect frequently touched surfaces and objects, including but not limited to light switches and doorknobs, to further reduce the risk of germs on those surfaces and objects.

Disinfecting will be conducted using an EPA-approved disinfectant, when available. If an EPA-approved disinfectant is unavailable, alternative disinfectants will be used, such as one-third (1/3) cup of bleach added to one (1) gallon of water or alternatively, seventy percent (70%) alcohol solutions, to disinfect, consistent with CDC guidelines. The **City of South Pasadena** prohibits the mixing of bleach and other cleaning and disinfection products together, as this can cause fumes that may be dangerous when inhaled. The **City of South Pasadena** requires that the use of any cleaning and disinfectant products adhere to the instructions from each product's manufacturer related to concentration, application method, contact time, etc. The **City of South Pasadena** requires that all disinfectants be kept out of the reach of children.

(b) Employee Responsibilities:

In addition to the efforts undertaken by **City of South Pasadena**, employees are expected to comply with directives issued in the **City of South Pasadena's** Administrative Policy and Protocols for Social Distancing and Individual Responsibility in the Workplace, as well as the provisions in this Policy regarding collective efforts to routinely disinfect frequently used surfaces and objects.

Provision of Sanitizing Supplies:

Hand sanitizer, soap and water, or effective disinfectant will be made available near the entrance of any **City of South Pasadena** facility and in other appropriate areas for use by members the public and employees, and in locations where there is high-frequency employee interaction with members of the public (e.g., cashiers).

Tissues and no-touch disposal receptacles will be placed at locations where they can be easily accessed by employees and members of the public.

Collective Effort to Routinely Disinfect Frequently Used Surfaces and Objects:

The CDC has called upon every American to implement behavior to slow the spread of the virus that causes COVID-19. Everyone has a role in making sure our communities are as safe as possible to reopen and remain open. The **City of South Pasadena** takes this responsibility extremely seriously.

(a) City of South Pasadena's Responsibilities:

The **City of South Pasadena** will ensure that surfaces and objects within its buildings and facilities are cleaned and disinfected each workday to maintain safe and healthy working conditions for all workers and members of the public.

(b) *Employee Responsibilities:*

In addition to the efforts undertaken by **City of South Pasadena**, every **City of South Pasadena** employee across all departments has an individual responsibility to contribute to this effort by routinely disinfecting surfaces and objects with which that employee interacts. This includes mandatory compliance with the **City of South Pasadena** Administrative Policy and Protocols for Social Distancing and Individual Responsibility in the Workplace. The **City of South Pasadena** will provide effective disinfectants, such as disposable wipes, throughout its buildings and facilities to be used to disinfect these items to assist employees in meeting their individual responsibilities. Employees are expected to utilize these disinfectants to regularly wipe down commonly used surfaces and objects. A list of examples of such commonly used surfaces and objects is provided below.

Cleaning and Disinfecting Frequently Used Hard and Non-Porous Items:

(a) *City of South Pasadena's Responsibilities:*

Each workday, the **City of South Pasadena** will have all frequently used hard and non-porous surfaces or objects, such as glass, metal, or plastic, cleaned and then disinfected with an appropriate disinfectant. Examples of frequently used surfaces or objects that shall receive routine disinfection include, but are not limited to:

- Tables
- Doorknobs
- Light switches
- Countertops
- Handles
- Desks
- Phones
- Keyboards
- Toilets
- Faucets and sinks
- Gas pump handles
- Touch screens
- ATMs
- Copiers
- Printers
- Books/binders
- Refrigerators
- Microwaves
- Coffee makers
- File cabinets and shelves
- Shared computers
- Shared tools/equipment
- Stairways and stairwells
- Handrails
- Escalators
- Elevator buttons

(b) *Employee Responsibilities:*

In addition to the efforts undertaken by **City of South Pasadena**, employees are expected to routinely disinfect surfaces and objects that they interact with. Employees should utilize effective disinfectants, such as disposable wipes, provided by the **City of South Pasadena** to disinfect the surfaces and objects they come in contact with that may be touched by other employees or members of the public. These surfaces and objects include, but are not limited to, the list of examples provided above.

Cleaning and Disinfecting Soft and Porous Items:

The **City of South Pasadena** will ensure that soft and porous items that are not frequently touched are cleaned or laundered, following the directions on the items' labels, using the warmest appropriate water setting.

Soft and porous materials that are frequently touched, such as area rugs, carpets, and upholstered seating, must be disinfecting using an appropriate disinfectant.

The **City of South Pasadena** will evaluate the soft and porous materials in each building or facility to consider whether items can be removed or stored to reduce frequent handling or contact with multiple people. Soft and porous materials, such as upholstered seating in communal areas, may be removed or stored to reduce the challenges with cleaning and disinfecting these surfaces and objects.

Cleaning and Disinfecting Practices Related to Bodies of Water:

There is no evidence that the virus that causes COVID-19 can spread directly to humans from water in pools, hot tubs or spas, or water play areas. The **City of South Pasadena** will ensure proper operation, maintenance, and disinfection of such bodies of water, which should kill the virus that causes COVID-19. This includes maintaining proper disinfectant levels of chlorine or bromine and maintaining a level of pH (7.2-8).

Cleaning and Disinfecting Practices Related to City of South Pasadena Vehicles:

(a) *City of South Pasadena's Responsibilities:*

The **City of South Pasadena** will provide hand sanitizer and effective disinfectant, such as disposable wipes, in each **City of South Pasadena** vehicle. The **City of South Pasadena** will maintain its practice of routinely cleaning City of South Pasadena vehicles.

(b) *Employee Responsibilities:*

In addition to the efforts undertaken by **City of South Pasadena** employees must disinfect frequently touched surfaces and objects within a **City of South Pasadena** vehicle before and after use of a **City of South Pasadena** vehicle, if that vehicle is shared, or at the beginning and end of each shift, if no one else uses the vehicle during the employee's shift. These surfaces and objects include, but are not limited to, door handles, seatbelts, seats, steering wheels, and window buttons.

Air Filter and HVAC Cleaning:

The **City of South Pasadena** will ensure that air filters and HVAC systems are properly maintained. The **City of South Pasadena** will also ensure that fresh air is increased by opening windows and doors to the extent possible and safe.

Providing of Personal Protective Equipment (“PPE”) for Workers Assigned to Clean or Disinfect the Workplace:

(a) ***City of South Pasadena** Requirements Applicable to **City of South Pasadena** Employees Assigned Whose Job Duties Require Them to Clean or Disinfect **City of South Pasadena** Buildings or Facilities:*

[City/County/Agency/District must wear appropriate PPE throughout the cleaning/disinfecting process, including the handling of trash.

The **City of South Pasadena** will provide the necessary and appropriate PPE at no cost to any **City of South Pasadena** employee whose job duties require them to clean or disinfect its buildings or facilities, as set forth in Occupational Safety and Health Administration (“OSHA”) regulations. (See 29 C.F.R. § 1910.132 (h).) This provision does not apply to **City of South Pasadena** employees that contribute to cleaning and disinfecting efforts in an isolated fashion, such as wiping down a doorknob or desk after its use.

Appropriate PPE includes disposable gloves and gowns that are compatible with the disinfectant products being used. The **City of South Pasadena** may require that employees whose job duties require them to clean and disinfect its buildings or facilities wear additional PPE, such as goggles or face shields, based on the cleaning/disinfectant products being used and whether a risk of splashing reasonably exists. If disposable gowns are unavailable, employees whose job duties require them to clean and disinfect its buildings or facilities must wear a similar type of covering, such as coveralls, aprons, or work uniforms. Any reusable (washable) clothing worn during the cleaning/disinfecting process must

be laundered afterwards. Employees whose job duties require them to handle dirty laundry, must clean their hands after handling dirty laundry.

Proper Use of PPE and Training Related to PPE

City of South Pasadena employees utilizing PPE must carefully remove gloves and gowns at the end of the cleaning/disinfecting process to avoid contamination of the wearer and surrounding area. After the removal of gloves, employees must wash their hands thoroughly with soap and water.

The **City of South Pasadena** will ensure that any employees utilizing PPE as described in this section are trained on when to use PPE, what PPE is necessary, how to properly don (put on), use, and doff (take off) PPE, how to maintain and dispose of PPE, and the limitations of PPE. The **City of South Pasadena** will also ensure that any employees utilizing PPE as described in this section are trained on proper eye and face protection, hand protection, and respiratory protection.

(b) **City of South Pasadena Requirements Applicable to Employees of Third Party Companies Assigned to Clean or Disinfect City of South Pasadena Buildings or Facilities:**

The foregoing provisions in subsection (a) regarding PPE apply with equal force to employees of third party companies who are responsible for cleaning **City of South Pasadena** facilities and worksites, except that the **City of South Pasadena** will not provide PPE to employees or third party companies or provide training to such employees. The **City of South Pasadena** will communicate to the third party company its expectations regarding the use of PPE by their employees when cleaning **City of South Pasadena** facilities and worksites.

ADMINISTRATIVE POLICY AND PROTOCOLS FOR SOCIAL DISTANCING AND INDIVIDUAL RESPONSIBILITY IN THE WORKPLACE

I. Preamble

The purpose of the California Occupational Safety and Health Act of 1973 is to assure safe and healthy working conditions for all workers. (Labor Code § 6300, et seq.)

The Centers for Disease Control and Prevention (“CDC”) recommends social distancing, also referred to as physical distancing, to reduce the spread of SARS-CoV-2, the virus that causes COVID-19 (hereinafter “the virus that causes COVID-19”). The virus that causes COVID-19 spreads primarily when people come into close contact (within about 6 feet) with each other for a prolonged period (approximately 10 minutes or more). Such spread happens when an infected person coughs, sneezes, or talks, and respiratory droplets from their mouth or nose are launched into the air and land in the mouths or noses of people nearby. The droplets can also be inhaled into the lungs. Studies indicate that people who are infected but do not have symptoms likely also play a role in the spread of the virus that causes COVID-19.

The **City of South Pasadena** therefore implements this Administrative Policy and Protocol for Social Distancing and Individual Responsibility in the Workplace for the protection of all employees, their families, and the public we serve.

II. Statement of Policy

The purpose of this policy is ensure the health and safety of working conditions for all **City of South Pasadena** employees through adherence to social distancing and cleaning and disinfecting principles and best practices. Ensuring healthy and safe working conditions and the health and safety of employees is a business necessity for the City of South Pasadena.

III. Compliance

The City of South Pasadena will fully and faithfully comply with any and all applicable laws, including, but not limited to, the Americans with Disabilities Act (“ADA”), the Rehabilitation Act of 1973, the Fair Employment and Housing Act (“FEHA”), and the California Confidentiality of Medical Information Act (“CMIA”) in the administration of this policy and associated protocol.

IV. Policy

Scope of Coverage:

This policy will apply with equal force to all **City of South Pasadena** employees as preventing the transmission of the virus that causes COVID-19 in the workplace is reasonably related to all **City of South Pasadena** jobs.

Effective Date:

This policy shall be effective immediately upon adoption and shall remain in effect until the **City of South Pasadena** advises employees that the policy is no longer operative due to the end of the present public health emergency.

Reduction of In-Person Employee Headcount at Any Given Time:

To reduce the spread of the virus that causes COVID-19, the City Manager is authorized to allow, encourage, or require remote work as appropriate for any given employee or class of employees. Employees may be required, for example, to work remotely one day and report to the workplace the next. The City Manager is further authorized to implement flexible, or staggered work hours, including staggered breaks, as needed.

Minimum Spacing of Six Feet:

Employees and members of the public entering and using **City of South Pasadena** facilities must maintain a minimum physical distance of six feet between themselves and any other person at all times. While on duty at any **City of South Pasadena** facility, employees must also minimize exposure to and contact with others.

To the extent that existing arrangements of workstations or furniture, including in break rooms or lunchrooms, do not provide for adequate spacing, they must be rearranged to provide for such spacing. If furniture cannot be rearranged to allow for adequate spacing, seats or desks that would encroach on the six-foot distance must be clearly marked as prohibited for use.

[Managers/Supervisors] may designate one-way hallways, where appropriate, and mark such one-way hallways with clear signage.]

Managers may designate separate routes for entry and exit into office spaces to help maintain social distancing and lessen the instances of people closely passing each other.]

If a particular workspace is open to the public, social distancing guidelines apply to visiting members of the public as well.

Entry to any City of South Pasadena facility must be limited to a number of people that can easily maintain, at all times, a minimum six-foot physical distance from others, except as necessary to complete the business for which the person is at the facility.

[Optional Provision: Waiting areas must be rearranged so as to discourage members of the public from waiting or sitting within 6 feet of one another.]

Signs must be posted outside all elevators, stating the maximum number of occupants on the elevator so that physical distancing can be maintained, and stating that occupants must wear face coverings in the elevator.

Where employees and members of the public form lines for products or services, such as at a public counter, appropriate markings must be placed at 6-foot intervals to indicate where employees and/or members of the public should stand while waiting in order to provide adequate spacing. Persons who are family members or household contacts, may stand or move together, but must be separated from others by a physical distance of at least six feet.

Employees are prohibited from engaging in handshakes, hugs, or any other unnecessary physical contact with any person at all times while on **City of South Pasadena** premises or otherwise while on duty outside of their home (telework) workspace.

Physically Distanced Meetings Only When Necessary:

Where feasible, in-person meetings must be replaced with other means of communication, including but not limited to telephone calls, e-mails, or videoconferences. Non-essential meetings should be canceled or postponed. Staff meetings normally held in meeting rooms or shop settings should take place outside when physical distancing is not practicable in the usual space.

If an in-person meeting is held, it must take place in a conference room or other space that allows the participants sufficient space to maintain the minimum spacing of six feet. After a conference room is used for a meeting, the conference room must be cleaned and disinfected in accordance with the City of South Pasadena's Cleaning and Disinfecting Policy before it can be used again. This includes, but it is not limited to, requiring that all employees who attended the in-person meeting clean and disinfect the space they occupied during the meeting (e.g., their chair, area of the conference table at which they sat) using City of South Pasadena-provided sanitizing supplies, as described below.

Social Visits to be Avoided:

Employees should refrain from unnecessary social visits to other employees' workstations.

Employees should refrain from congregating in confined spaces, such as lunch or break rooms.

If socializing cannot be avoided, employees must observe the requirement that they maintain a minimum physical distance of six feet between themselves and any other person at all times.

Employees are prohibited from permitting social visitors (visitors who are not on official business) into any non-public areas of any **City of South Pasadena** facility. When and where such social visits do occur, employees must maintain the minimum spacing of six feet at all times. Employees may socialize with visitors who are not on official business outside the workplace (e.g., an employee may go to lunch with their spouse off-site.)

Wearing of Facial Coverings:

Members of the public who enter a **City of South Pasadena** facility must wear a face covering during their time in the facility.

Employees working at a **City of South Pasadena** worksite must use cloth face coverings when working in open or shared workspaces.

A "cloth face covering" is a material that covers the nose and mouth. It may be secured to the head with ties or straps or simply wrapped around the lower face. It may be made of a variety of materials, such as cotton, silk, or linen. Acceptable cloth face covering options include, but are not limited to:

- Bandana;
- Neck gaiter;
- Homemade face covering;
- Scarf; and
- Tightly woven fabric, such as cotton t-shirts and some types of towels.

A cloth face covering that no longer covers the nose or mouth; has stretched out or damaged ties or straps; cannot remain securely attached to a person's face; has holes or tears in the fabric; and/or obstructs an employee's vision do not comply with this policy. An employee or member of the public must immediately replace their face covering under these circumstances or leave the facility.

Use of a surgical mask or N95 respirator is not required, but employees who choose to do so are in compliance with this policy as long as the surgical mask or N95 respirator is in good condition and can remain securely attached to the employee's face.

Hand Washing:

Employees are expected to wash their hands (for a minimum of 20 seconds), or use hand sanitizer when a sink is not available, every 60 minutes, and after any of the following activities: using the restroom, sneezing, touching the face, blowing the nose, cleaning, sweeping, mopping, smoking, eating, drinking, entering or leaving the facility, going on break, and before and after their work shift.

Provision and Use of Sanitizing Supplies:

Hand sanitizer (at least 60% ethanol or 70% isopropanol), soap and water, or effective disinfectant must be made available near the entrance of any **City of South Pasadena** facility and in other appropriate areas for use by the public and employees, and in locations where there is high-frequency employee interaction with members of the public (e.g., cashiers.) Effective disinfectants, such as disposable wipes, should be provided so that commonly used surfaces (e.g., doorknobs, keyboards, remote controls, desks, staplers, copiers, other work tools and equipment) can be wiped down by employees before each use. Tissues and no-touch disposal receptacles must be placed at locations where they can be easily accessed by employees and members of the public.

It is each employee's responsibility to use these wipes and other supplies to sanitize every surface they touch after each use, except those in an employee's own private office space, including but not limited to doorknobs, tables, desk and counter tops, chairs, copiers, printers, books/binders, refrigerators, microwaves, coffee makers, file cabinets and shelves, shared computers, phones, tools, and other equipment. It is further each employee's responsibility to similarly sanitize their own office at the end of their work day or before that space is shared or used by any other person (e.g., an employee must wipe down all surfaces in his or her office before allowing another person to enter for a meeting).

Any items handled by public visitors to any City of South Pasadena facility, including, but not limited to, visitor badges, clipboards, or pens, must be taken out of circulation after each use and not be used again until wiped down with effective disinfectants in accordance with this policy.

City of South Pasadena Vehicles:

Wherever feasible, **City of South Pasadena** vehicles should be occupied by only one person. If two employees are required for a task in the field, they should ride in separate vehicles. If sharing a vehicle cannot be avoided, employees should wear their face coverings while in the vehicle. **City of South Pasadena** vehicle door handles, seatbelts, seats, and steering wheels must be sanitized before each use of the vehicle. A bottle of sanitizer must be placed in each **City of South Pasadena** vehicle and replaced or refilled when empty.

Modification to Rideshare Policies;

Financial incentives to carpool and any applicable prizes are temporarily suspended. Subsidization of public transportation fare will remain in effect. Employees who take public transportation are encouraged to practice social distancing to the maximum extent possible while doing so.]

Remote Public Access to Meetings

Members of the public wishing to attend open session meetings of the **City Council** may do so remotely. Information regarding how to attend remotely will be posted on the **City of South Pasadena** website.

Attendance in person will not be permitted while this policy is in effect.]

Required Posting and Distribution:

Signs must be placed at conspicuous places at all public entrances that instruct members of the public not to enter if they are experiencing symptoms associated with COVID-19 (e.g., cough, shortness of breath or difficulty breathing, and/or more of the following: fever, chills, repeated shaking with chills, muscle pain, headache, sore throat, new loss of taste or smell, or any other symptom associated with COVID-19 identified by the CDC), The signs must also instruct persons who are not experiencing these symptoms and who can enter the facility that they are to wear face coverings and maintain six feet of distance between themselves and others while inside.

A copy of this document, ADMINISTRATIVE POLICY AND PROTOCOLS FOR SOCIAL DISTANCING AND INDIVIDUAL RESPONSIBILITY IN THE WORKPLACE, must be provided to each **City of South Pasadena** employee working at any **City of South Pasadena** facility and posted at or near the entrance of each **City of South Pasadena** facility. The location at which the ADMINISTRATIVE POLICY AND PROTOCOLS FOR SOCIAL DISTANCING AND INDIVIDUAL RESPONSIBILITY IN THE WORKPLACE must be easily viewable by the public and employees.

ADMINISTRATIVE POLICY AND PROTOCOLS FOR TESTING City of South Pasadena EMPLOYEES FOR COVID-19

I. Preamble

The purpose of the California Occupational Safety and Health Act of 1973 is to assure safe and healthy working conditions for all workers. (Labor Code § 6300, et seq.)

On April 23, 2020, the Equal Employment and Opportunities Commission (“EEOC”) issued updated Technical Assistance Questions and Answers (“Guidance”) concerning the Americans with Disabilities Act (“ADA”) and Rehabilitation Act. The Guidance states that, despite certain restrictions under the ADA and the Rehabilitation Act concerning medical-related testing in the workplace, employers may administer a COVID-19 test to detect the virus that causes COVID-19 and determine if employees attempting to enter the workplace have the virus for the purpose of ensuring the health and safety of their workplaces. In publishing the Guidance, the EEOC recognized that an employee with the virus will pose a direct threat to the health of others.

II. Statement of Policy

The purpose of this policy is ensure the health and safety of working conditions for all **City of South Pasadena** employees through the administration of COVID-19 testing for **City of South Pasadena** employees. Ensuring healthy and safe working conditions and the health and safety of employees is a business necessity for the **[City/County’s/Agency/District]**.

III. Authority

Pursuant to Labor Code section 6300, et seq. **[and any applicable state or local public health orders]**, and consistent with the Equal Employment and Opportunity Commission’s April 23, 2020 Guidance **[and any guidance that the Department of Fair Employment and Housing may provide and any applicable state or local public health orders]**, the City of South Pasadena is authorized to adopt this COVID-19 testing policy.

IV. Compliance

The City of South Pasadena will fully and faithfully comply with any and all applicable laws, including, but not limited to, the ADA and Rehabilitation Act, the Fair Employment and Housing Act (FEHA”) and the California Medical Information Act (“CMIA”) in the administration of this policy and associated protocol.

V. Policy

Scope of Coverage:

This policy will apply with equal force to all **City of South Pasadena** employees as testing for the virus that causes COVID-19 and preventing the transmission of the virus that causes COVID-19 in the workplace is reasonably related to all **City of South Pasadena** jobs.

On a case-by-case basis, the City Manager is authorized to determine that this policy will not apply to an employee if the City Manager determines that testing such employee is not job related or consistent with business necessity. Testing may not be job related or consistent with business necessity for a particular employee if his or her job responsibilities do not result in contact with or proximity to other people, including other employees or members of the public.

Effective Dates:

This Policy shall be effective immediately upon adoption and shall remain in effect until the **City of South Pasadena** advises employees that the Policy is no longer operative due to the end of the present public health emergency.

Acknowledgement of Agreement to Submit to Testing:

The **City of South Pasadena** may require that employees acknowledge receipt of the notice and execute an agreement submitting to testing for the virus that causes COVID-19. Such agreement will include a CMIA authorization for release of the test results to the **City of South Pasadena**.

Refusal to Submit to Testing:

The **City of South Pasadena** will place any employee who refuses to submit to testing in accordance with the testing protocol associated with this policy on unpaid leave. The employee may then elect to use any earned or accrued leave to which they are entitled in order to provide compensation during the time away from work.

Adoption of Testing Protocol:

The City Manager is authorized to adopt a testing protocol concerning the administration of COVID-19 tests for City of South Pasadena employees.

Notification of Test Results:

The City of South Pasadena will notify the employee of test results in writing and in a confidential manner. In the event of a positive COVID-19 test result, the City of

South Pasadena will also inform the employee by phone call so that the employee may consult with their health care provider and take precautionary measures to prevent transmission of the virus.

Test Results and Any Other Health or Medical Records:

The **City of South Pasadena** will store test results and any other health or medical records, in a manner consistent with applicable law and in accordance with the **City's** practice for storing medical information in a file separate from the employee's personnel file.

Effect of Positive COVID-19 Diagnosis:

In the event that a **City of South Pasadena** employee tests positive for the virus that causes COVID-19, the **City of South Pasadena** will, as provided above, notify the employee of the test results. After informing the employee of the positive result, the **City of South Pasadena** will instruct the employee not to return to work until such time as either of the following occur: (1) The employee's health care provider advises the employee that it is safe for them to return to work and has provided the employee with a note certifying this, which the employee provides to the **City of South Pasadena**; or (2) The employee self-certifies that they are and have been: (A) Free of fever (a "fever" is defined as 100.4° F [37.8° C] or greater using an oral thermometer) for at least 72 hours without the use of fever-reducing medicines; (B) Any other signs of other COVID-19-related symptoms as determined by the Centers for Disease Control ("CDC") (e.g., cough, shortness of breath, fever, chills, headache, sore throat, repeated shaking with chills, new loss of taste or smell, and/or muscle pain) have significantly improved in the last 72 hours; and (C) At least 7 days have passed since any COVID-19 symptoms first appeared; and (D) Complying with all directives provided by their health care provider before seeking to return to work, including, but not limited to, directives regarding the length of time that the employee needs to self-isolate/quarantine, follow-up testing, and social distancing.

Leave Status of Employee with Positive COVID-19 Diagnosis:

The **City of South Pasadena** will place any employee who tests positive for the virus that causes COVID-19 on paid sick leave status for the remainder of the day following the positive diagnosis. Thereafter, the employee may elect to remain on paid sick leave if they have a balance of such leave, may elect to use Emergency Paid Sick Leave as provided under the Families First Coronavirus Response Act if they have a balance of such leave, may elect another form of other earned or accrued leave, or may take such leave on an unpaid basis.

The City permits employees who have exhausted their paid sick leave balance to accrue negative leave balances, see the Negative Accrual Leave policy.

Reservation of Right to Require Additional or Subsequent Testing:

The **City of South Pasadena** expressly reserves the right to require that employees submit to additional or subsequent tests in order to ensure healthy and safe working conditions for all employees.

ADMINISTRATIVE POLICY AND PROTOCOLS FOR TEMPERATURE TESTING AND SCREENING FOR SYMPTOMS ASSOCIATED WITH COVID-19

I. Preamble

The purpose of the California Occupational Safety and Health Act of 1973 is to assure safe and healthy working conditions for all workers. (Labor Code § 6300, et seq.)

The Centers for Disease Control and Prevention (“CDC”) currently identifies the following symptoms as being associated with COVID-19:

- Fever, defined as 100.4 degrees Fahrenheit or higher
- Cough
- Shortness of breath or difficulty breathing
- Chills
- Repeated shaking with chills
- Muscle pain
- Headache
- Sore throat
- New loss of taste or smell

Further, the CDC has identified the following gastrointestinal symptoms, which are less common, but still associated with COVID-19:

- Nausea
- Vomiting
- Diarrhea

Each of these symptoms is hereinafter referred to as a “symptom associated with COVID-19.”

The CDC and the California Department of Public Health recommends that employers, including public entities, implement measures designed to prevent or reduce the transmission of the virus that causes COVID-19 between and among employees and at the workplace. One method for doing so is to require that employees submit to temperature testing and certify the absence of symptoms associated with COVID-19 prior to being allowed to enter any **City of South Pasadena** facility or worksite.

II. Statement of Policy

The purpose of this policy is to prevent any individual who presents a fever or certifies that they have presented a symptom associated with COVID-19 from entering a **City of South Pasadena** facility or worksite in order to ensure the safety and health of **City of South Pasadena** workplaces.

III. Authority

Pursuant to Labor Code section 6300, et seq., and consistent with guidance provided by the Equal Employment and Opportunity Commission (“EEOC”) and the Department of Fair Employment and Housing (“DFEH”), the **City of South Pasadena** is authorized to adopt this temperature testing and COVID-19 screening policy in order to ensure that individuals who present symptoms associated with COVID-19 do not enter **City of South Pasadena** facilities or worksites and to provide a healthy and safe workplace for **City of South Pasadena** employees who use such facilities and worksites.

IV. Compliance

The **City of South Pasadena** intends to fully and faithfully comply with any and all applicable laws, including, but not limited to, the Americans with Disabilities Act (“ADA”) and the Rehabilitation Act of 1973, and the Fair Employment and Housing Act (“FEHA”) in the administration of this policy and associated protocol.

V. Policy

Scope of Coverage:

This policy and its requirements apply with equal force and effect to all **City of South Pasadena** employees in order to enter a **City of South Pasadena** facility or worksite. No employee will be exempted from the requirements set forth in this policy.

NEED TO DECIDE - Unless otherwise stated, this policy and its protocols will also apply to members of the public and visitors to **City of South Pasadena** facility or worksite.

Effective Dates:

This Policy shall be effective immediately upon adoption and shall remain in effect until the **City of South Pasadena** advises employees that the Policy is no longer operative due to the end of the present public health emergency.

Notice to Employees:

The **City of South Pasadena** will provide notice of this mandatory policy and its protocols to all **City of South Pasadena** employees. The **City of South Pasadena** will provide employees a copy of this policy for employees to read and review. Employees who do not receive or review such notice and the attached policy will not be excused from the policy's requirements.

The **City of South Pasadena** will make a reasonable effort to notify every **City of South Pasadena** employee who regularly works at a **City of South Pasadena** facility or worksite of the designated location(s) where temperature testing and symptom screenings will be administered.

Expectations of City of South Pasadena Employees with Respect to the Presentation of Symptoms Associated with COVID-19:

The **City of South Pasadena** expects and requires that all employees who present a symptom associated with COVID-19 to immediately inform either their immediate supervisor or the **City of South Pasadena's** Department of Human Resources.

No employee who presents a symptom associated with COVID-19 prior to the start of the workday may report to work. Employees who develop symptoms after beginning their workday and after informing their immediate supervisor or the **City of South Pasadena's** Department of Human Resources will be directed to leave work.

Any employee who fails to inform their supervisor or the Department of Human Resources that they present a symptom associated with COVID-19 or who attempts to or does report to work despite the presentation of such a symptom or symptoms may face disciplinary action by the **City of South Pasadena**, up to and including termination.

Posting of Signage Notifying Employees and Members of the Public:

At each **City of South Pasadena** facility and worksite, the **City of South Pasadena** will post signage informing employees and members of the public of the **City of South Pasadena's** policy requiring temperature testing and symptom screening prior to being allowed to enter **City of South Pasadena** facilities and worksites.

The signage will direct employees and members of public to the designated location where the **City of South Pasadena** will test individual's temperatures and administer the screening questionnaire concerning the presentation of symptoms associated with COVID-19.

The signage will provide that, at the designated location, there is a copy of the **City of South Pasadena's** policy for review.

Procedure for Temperature Testing and Symptom Screening:

In accordance with the above referenced federal and state public health guidance, and in order to help prevent or reduce the transmission of the virus that causes COVID-19 between and among employees, **City of South Pasadena** will implement the following protocols.

Social Distancing Required While Waiting for Temperature Testing and Symptom Screening:

Consistent with the **City of South Pasadena's** social distancing policy, employees and members of the public who are waiting for temperature testing and symptom screening must adhere to the social distancing requirements set forth under that policy, including, but not limited to remaining at least six feet apart from any other individual.

Submission to Temperature Testing and Symptom Screening as a Precondition to Entrance to any City of South Pasadena Facility or Worksite:

Prior to being allowed to enter and as a precondition to such entrance to any **City of South Pasadena** facility or worksite, **City of South Pasadena** employees and members of the public shall be required to submit to a temperature test and verbally attest to the absence of any presentation of symptoms associated with COVID-19.

The **City of South Pasadena** will treat an employee refusing to submit to either temperature testing or symptom screening prior to or during their scheduled work day as an unexcused absence.

Requirement to Identify Oneself as a City of South Pasadena Employee:

At the designated location, **City of South Pasadena** employees are required to identify themselves as **City of South Pasadena** employees in order for the **City of South Pasadena** to record the temperature test and symptom screening results, if necessary.

Protocol for Temperature Testing:

At the designated location, the **City of South Pasadena** will conduct a temperature test on each employee and member of the public who wishes to access the **City of South Pasadena** facility or worksite.

The **City of South Pasadena** will take individual's temperatures by a non-invasive contactless infrared thermometer. Temperature readings will be taken at least once.

If necessary, the **City of South Pasadena** may take an individual's temperature a second time to confirm the results of the first test or if the first results suggest an erroneous result.

In the event that an employee or member of the public has a temperature that is 100.4 degrees Fahrenheit or higher, the **City of South Pasadena** will deny that individual access to the **City of South Pasadena** facility or worksite.

If an employee has a temperature that is 100.4 degrees Fahrenheit or higher, the **City of South Pasadena** will record such results on the Temperature Test and Symptom Screen Form. The **City of South Pasadena** will inform the individual of such tests results in a manner designed to preserve the confidentiality of the test results and instruct the individual to contact the **City of South Pasadena's** Human Resources Department for further instruction. The **City of South Pasadena** will then promptly notify the **City of South Pasadena's** Human Resources Department of the temperature test results and provide the name of the employee whose test results suggested a fever.

Protocol for Symptom Screening:

At the designated location, the **City of South Pasadena** will require each employee and member of the public who wishes to access the **City of South Pasadena** facility or worksite to certify to the fact that they do not currently present any symptom associated with COVID-19.

The **City of South Pasadena** will post a list of the symptoms associated with COVID-19 and require that each individual certify orally to the fact that they do not currently present any symptom associated with COVID-19. For minor children entering a **City of South Pasadena** facility or worksite, the **City of South Pasadena** will deem the oral certification of a parent, guardian or child care provider that the child does not present any such symptom as sufficient to permit entrance to the **City of South Pasadena** facility or worksite.

In the event that an employee or member of the public indicates that they currently present any symptom associated with COVID-19 or cannot certify that they do not present any such symptom, the **City of South Pasadena** will deny that individual access to the **City of South Pasadena** facility or worksite until the individual is able to certify that they do not currently present any symptom associated with COVID-19.

If an employee indicates that they currently present any symptom associated with COVID-19 or cannot certify that they do not present any such symptom, the **City of South Pasadena** will record this response on the Temperature Test and Symptom Screen Form. If the employee indicates which symptom they present, the **City of South Pasadena** will record this information on the Temperature Test and Symptom Screen Form. The **City of South Pasadena** will instruct the individual to contact the **City of South Pasadena's** Human Resources Department for further instruction. The **City of South Pasadena** will then promptly notify the **City of South Pasadena's** Human Resources Department of the employee's response to the request for certification and provide the name of the employee whose response suggested presentation of a symptom or symptoms associated with COVID-19.

This policy shall supplement any of the other policies, protocols or guidelines that the **City of South Pasadena** has adopted in order to prevent or reduce the likelihood of transmission of the virus that causes COVID-19 among and between employees.

**ADMINISTRATIVE POLICY AND PROTOCOLS FOR THE
USE AND DISCLOSURE OF CONFIDENTIAL MEDICAL INFORMATION RELATED
TO COVID-19**

I. Preamble

The **City of South Pasadena** implemented **[COVID-19 testing policy and/or a temperature testing and COVID-19 symptom screening policy and/or an accommodation policy for high-risk employees]** in order to ensure the health and safety of **City of South Pasadena** employees in accordance with the California Occupational Safety and Health Act of 1973 and its purpose to assure safe and healthy working conditions for all workers. (Labor Code § 6300, et seq.)

The **City of South Pasadena's [COVID-19 testing policy and/or a temperature testing and COVID-19 symptom screening policy and/or an accommodation policy for high-risk employees]** authorize[s] the **City of South Pasadena** to collect certain confidential medical information about **City of South Pasadena** employees. As used in this policy, medical information is defined by Civil Code section 56.5.

II. Statement of Policy

The purpose of this policy is to safeguard confidential medical information in a manner compliant with the Confidentiality of Medical Information Act ("CMIA") and the Americans with Disabilities Act ("ADA") with respect to all confidential medical information that the **City of South Pasadena** acquires during the administration of **[these policies]**, or obtains by other means. The **City of South Pasadena** recognizes the importance of confidentiality concerning the information at issue and will fully and faithfully comply with CMIA in its use and disclosure of such information.

III. Authority

The **City of South Pasadena** is authorized to conduct the **[COVID-19 testing and/or temperature testing and COVID-19 symptom screening and/or an accommodation policy for high-risk employees]** under the authority provided for under **[those policies]**.

IV. Compliance

The **City of South Pasadena** will fully and faithfully comply with the CMIA in the implementation and administration of this policy as well as the associated **[COVID-19 testing policy and/or a temperature testing and COVID-19 symptom**

screening policy and/or an accommodation policy for high-risk employees] policies.

V. Policy

Scope of Coverage:

This policy covers the confidential medical information of all **City of South Pasadena** employees and applicants that the **City of South Pasadena** acquires or obtains and which relates to COVID-19, including, but not limited to, symptoms associated with COVID-19, positive COVID-19 test results, and other health or medical conditions that would place the employee at high-risk for a serious illness if the employee contracted COVID-19.

Specifically, this policy covers the following types of confidential medical information:

- All confidential medical information acquired by **City of South Pasadena** during or as a result of the administration of the **City of South Pasadena's [COVID-19 testing policy and/or a temperature testing and COVID-19 symptom screening policy and/or an accommodation policy for high-risk employees]. [For example, the policy covers COVID-19 test results, temperature test results, the results of screenings for symptoms associated with COVID-19, and information regarding other medical conditions.]**

All confidential medical information that the **City of South Pasadena** obtains by means other than by testing administered by the **City of South Pasadena**. For example, the County Public Health Department may inform the **City of South Pasadena** that a **City of South Pasadena** employee has tested positive or a **City of South Pasadena** employee may voluntarily disclose a positive COVID-19 diagnosis not as the result of a test administered by the **City of South Pasadena**.

- All confidential medical information related to COVID-19 that the **City of South Pasadena** acquires or obtains, including, but not limited to, information about an employee's health or medical conditions that may put the employee at increased risk of serious illness should the employee contract COVID-19 **[as provided under the City of South Pasadena's accommodation policy for high-risk employees]**.

Effective Dates:

This policy shall be effective immediately upon adoption and shall remain in effect as long as necessary to safeguard confidential medical information acquired or

obtained by the **City of South Pasadena** employees and as otherwise required by law.

Notice of Privacy Practices:

The **City of South Pasadena** will provide a Notice of Privacy Practices to employees to explain their rights under this policy.

Permissible Uses and Disclosures of Confidential Medical Information:

The **City of South Pasadena** may use and disclose an employee's confidential medical information for certain public interest and benefit purposes, including, but not limited to:

- Where there is a serious threat to public health or safety;
- To a public health authority that is authorized by law to collect or receive such information for the purpose of preventing or controlling disease and conducting public health investigations; and
- As required by law.

The uses and disclosures of an employee's confidential information for these purposes do not require the employee's authorization.

Further, the **City of South Pasadena** may use and disclose an employee's confidential medical information for the following purposes:

- If compelled by judicial or administrative process or by any other specific provision of law.
- If compelled by a search warrant.
- If compelled by a medical examiner, forensic pathologist, or coroner.
- To be used in a lawsuit, arbitration, grievance, or other claim or challenge to which the employer and employee are parties and in which the employee has placed in issue his or her medical history, mental or physical condition, or treatment.
- For the purpose of administering and maintaining employee benefit plans, including health care plans and plans providing short-term and long-term disability income, workers' compensation and for determining eligibility for paid and unpaid leave from work for medical reasons.
- To first aid and safety personnel if the employee's condition might require emergency treatment.

Disclosures of Confidential Medical Information to the Employee:

Employees are entitled to access and review their medical file as maintained by the **City of South Pasadena**. The **City of South Pasadena** must disclose the confidential medical information contained in the employee's medical file to the employee when requested.

Reasonable Safeguards for Confidential Medical Information:

The **City of South Pasadena** employs reasonable safeguards in order to protect against and limit the incidental use and disclosure of employee's confidential medical information.

The **City of South Pasadena** will store confidential medical information in a medical file that is separate and distinct from the employee's personnel file.

The **City of South Pasadena** restricts employee access to the confidential medical information.

City of South Pasadena employees follow the following safeguards in order to limit the incidental use and disclosure of confidential medical information:

1. Determine who is with an employee before discussing the employee's confidential medical information.
2. Do not assume that an employee will permit disclosure of their confidential medical information to a family member or friend.
3. Request that individuals leave the room or vicinity in order to provide the employee an opportunity to object to the disclosure of their confidential medical information.
4. Dispose of unnecessary paper products that have protected health information in a shredder.]

Limiting the Use of Confidential Medical Information:

The **City of South Pasadena** limits the use of confidential medical information to the "minimum necessary" amount needed to accomplish the intended purpose of the use of such information.

Limiting the Disclosures of Confidential Medical Information:

All requests for confidential medical information, whether routine or non-routine, are handled by the **City of South Pasadena's** Department of Human Resources. All **City of South Pasadena** employees must therefore direct all requests for confidential medical information to the **City of South Pasadena's** Department of Human Resources.

Accounting of Disclosures:

Employees are entitled to an accounting of any disclosures of their confidential medical information. Should an employee request an accounting of the **City of South Pasadena's** disclosures of their confidential medical information, the **City of South Pasadena** will provide such access in a timely manner.

Policy on Requests to Amend Confidential Medical Information:

Employees are entitled to request that the **City of South Pasadena** amend or addend confidential medical information contained in the employee's medical file when such information is incomplete or inaccurate. Typically, a request to amend or addend protected health information will occur during or following the employee's review of their medical file.

If the employee requests to addend the confidential medical information contained in the employee's medical file, the **City of South Pasadena will** add the employee's written addendum to the file. The **City of South Pasadena** shall provide the written addendum as part of all subsequent disclosures of the employee's confidential medical information.

If the **City of South Pasadena** accepts an employee's request to amend the existing record, the **City of South Pasadena** shall make a reasonable effort to provide such amended information to persons that the employee identifies as needing such information as well as to persons that the **City of South Pasadena** knows may rely on un-amended information to the program participant's detriment.

If the **City of South Pasadena** denies an employee's request for amendment, the **City of South Pasadena** will provide the employee a written denial of the request and allow for the employee to submit a statement of disagreement. The **City of South Pasadena** shall place both the **City of South Pasadena's** written denial and any statement provided by the employee in the employee's medical file.

Policy on Requests to Restrict Use and Disclosure of Confidential Medical Information:

Employees are entitled to request that the **City of South Pasadena** restrict the use and/or disclosure of protected health information. However, the **City of South**

Pasadena is under no obligation to agree to requests for restrictions made by employees.

Confidential Communications Policy:

The **City of South Pasadena** provides employees the opportunity to request alternative means for receiving communications regarding confidential medical information

ADMINISTRATIVE POLICY AND PROTOCOLS FOR THE ACCOMMODATION OF EMPLOYEES WHO ARE AT HIGH-RISK OF SEVERE ILLNESS FROM COVID-19

I. Preamble

Federal and State equal employment and opportunity laws, including the American with Disabilities Act (“ADA”) and the Rehabilitation Act, Title VII of the Civil Rights Act, the Fair Employment and Housing Act (“FEHA”), and the Age Discrimination in Employment Act (“ADEA”) impose certain obligations on the **City of South Pasadena** in terms of the provision of reasonable accommodations.

Absent an undue hardship to the **City of South Pasadena** or a direct threat to the health and safety of **City of South Pasadena** employees, the **City of South Pasadena** may provide certain employment-related accommodations to employees who, because they are age 65 or older or have an underlying medical condition, are at higher risk of severe illness if they contract the virus that causes COVID-19, in order to reduce the risk of such employees contracting the virus.

II. Statement of Policy

This discretionary policy provides to qualified employees the right to request that the **City of South Pasadena** provide certain additional accommodations that, while not otherwise required by law, may reduce the risk of such employees contracting the virus that causes COVID-19.

III. Compliance

The **City of South Pasadena** intends to fully and faithfully comply with any and all applicable laws, including, but not limited to, the ADA, Rehabilitation Act, the FEHA and the ADEA in the administration of this policy and associated protocol.

IV. Policy

Scope of Coverage:

This policy applies to and covers all **City of South Pasadena** employees who can demonstrate that they are at higher risk of severe illness if they contract the virus that causes COVID-19 because they are age 65 or older or have one or more of the underlying medical conditions enumerated below.

Based on the available information at the time that this policy was adopted, the Centers for Disease Control and Prevention (“CDC”) identifies the following

individuals as those who might be at higher risk of severe illness if the individual contracted the virus that causes COVID-19:

- People 65 years of age and older;
- People who have chronic lung disease;
- People with moderate to severe asthma;
- People who have serious heart conditions;
- People who are immunocompromised by conditions such as cancer treatment, smoking, bone marrow or organ transplantation, immune deficiencies, and prolonged use of corticosteroids and other immune weakening medications;
- People with severe obesity (body mass index of 40 or higher);
- People with diabetes;
- People with chronic kidney disease undergoing dialysis; and
- People with liver disease

The **City of South Pasadena** expressly reserves the right to modify the above enumerated conditions based on new information or guidance provided by the CDC or other public health authorities.

Effective Dates:

This Policy shall be effective immediately upon adoption and shall remain in effect until the **City of South Pasadena** advises employees that the Policy is no longer operative due to the end of the present public health emergency.

Notice to Human Resources:

If an employee is age 65 or older, has any of the recognized underlying medical conditions enumerated herein, or another condition that the employee believes places them at higher risk for severe illness if they contract the virus that causes COVID-19, the employee may inquire with **City of South Pasadena's** Human Resources Department regarding a potential workplace accommodation.

City of South Pasadena Policy Against Retaliation:

The **City of South Pasadena** will not terminate, suspend, discipline, or take any other adverse employment action against an employee exercising their privileges under this Policy.

Process for Accommodation Request:

While the request for accommodation under this policy is separate and distinct from a request for a reasonable accommodation under the ADA, an employee who

desires an accommodation under this policy must make such a request in accordance with the **City of South Pasadena's** Reasonable Accommodation Policy which is located in the **[state MOU/CBA/handbook]** or via **[insert link]**.

Following receipt of the request, the **City of South Pasadena's** Human Resources Department will require a note from the employee's health care provider(s) certifying that the employee has a qualified underlying medical condition that exposes the employee to a higher risk of severe illness if they contract the virus that causes COVID-19. Furthermore, the **City of South Pasadena's** Human Resources Department may require additional information, including, but not limited to, documentation from the employee's health care provider to determine whether the employee's underlying condition necessitates an additional accommodation when the employee returns to the workplace.

Determinations regarding accommodations under this policy will be made on a case-by-case basis by the **City of South Pasadena's** Human Resources Director or their designee. Accommodations may include, but are not limited to, the following:

- Alternative work assignments or locations;
- Telework;
- Reassignment;
- Increased social distancing measures; and/or
- Leave.

The **City of South Pasadena's** Human Resources Department will work in good faith with the employee to fully consider all potential accommodations.

No Right to Appeal Accommodation Determinations:

Determinations made by the **City of South Pasadena's** Human Resources Department are final and are not subject to appeal by the employee or the employee's employee organization.

MEMORANDUM

DATE: [Date]
TO: All Supervisors and Managers
FROM: **City Manager**
RE: *Guidance for Managers and Supervisors Implementing COVID-19 Policies, Protocols and Procedures*

On May 4, 2020, Governor Gavin Newsom announced that on May 8, 2020 California will commence Phase 2 of four-phased reopening plan. The reopening follows the Governor's March 19, 2020 issuance of Executive Order N-33-20, which imposed a stay-at-home requirement to all non-essential employees. **[Add additional information about announcements related to reopening the City of South Pasadena.]**

In accordance with applicable guidance provided by state **[and local]** authorities, the **City** plans for non-essential employees to begin returning to work on or about **[Date]**. **[Add additional information to the extent employees will be brought back into work in phases.]**

This memorandum serves as a guidance for **City of South Pasadena** managers and supervisors as they work with **City of South Pasadena** employees returning to work and adjusting to new policies, procedures, and protocols that the **City** adopted in order to ensure the health and safety of employees returning to work.

Educate Yourself About the Agency's New COVID-19 Policies, Procedures, and Protocol

- As non-essential **City** employees return to work, they will need to adjust to a number of new policies and procedures that the **City of South Pasadena** implemented in order to ensure that **City of South Pasadena** facilities and worksites are safe for employees and the public. As a front line supervisor, subordinates may ask you questions about these new policies. You should prepare yourself to respond to questions from your subordinates by becoming familiar with these policies, which include:
 - Social distance policies that relate to use of face masks, physical space requirements between employees, etc.;
 - Cleaning and disinfecting policies; and
 - Temperature/symptom checking and COVID-19 testing policies

- In the event that you have questions about these policies, you can contact [Name of Contact in Human Resources] at [email address] or [phone number]. If you believe that certain **City of South Pasadena** policies, procedures or protocols cannot be applied to your subordinates (for example, employees who must come into contact with another employee with less than 6-feet distance between them due to their job duties), discuss these concerns with your supervisor and Human Resources.
- In the event that your subordinates have questions about these policies that you do not feel comfortable answering, please direct your subordinates to contact [Name of Contact in Human Resources] at [email address] or [phone number].

Apply **City of South Pasadena** COVID-19 Policies in a Fair and Uniform Manner

- Supervisors must apply all COVID-19 policies in a fair and uniform manner, without regard to non-job-related characteristics, including, but not limited to, race, color, creed, religion, national origin, gender, sexual orientation and age. Uniform and fair implementation typically does not rely on subjective factors (for example, whether or not a supervisor gets along better with one subordinate over another). Make no special arrangements with any employees or otherwise treat any employees or groups of employees in an unequal or disparate manner. Policies that are applied or enforced unequally may cause strife in the workplace and may, under certain circumstances, lead to civil action against the **City of South Pasadena** and/or the manager or supervisor who took the action.
- Navigating compliance with COVID-19 policies, procedures, and protocols will be challenging and will likely involve issues related to employee health and personal employee matters that are sensitive to some employees. Therefore, when and where necessary, consult with your supervisor and/or Human Resources, and do not discipline an employee for non-compliance with COVID-19 policies and procedures without first consulting with your supervisor.

Communicating With Subordinates

- In coordination with your supervisor and Human Resources, determine the best ways to communicate with subordinates about the **City of South Pasadena's** COVID-19 policies, procedures, and protocols. Consider clearly and simply explaining to employees the reasoning behind the policies and how such policies will be applied in their work setting.
- Ensure subordinates have access to all applicable **City of South Pasadena** COVID-19 policies, procedures and protocols and be prepared to provide such policies, procedures and protocols upon request by subordinates both in hard copy and email.

- Communicate with subordinates that you are available to answer questions related to the policies, procedures and protocols and identify the best ways they may contact you with any such questions.
- Refrain from criticizing the policies, procedures and protocols with employees and remember that you are a member of management responsible for applying and enforcing the policies, procedures and protocols.

Be Familiar With Potential Labor Association/Union Issues

- Managers and supervisors must implement and enforce the terms of labor agreements between the **City of South Pasadena** and its employee organizations, including any agreements related to COVID-19. Therefore, managers and supervisors must ensure they are familiar with any and all labor agreements that may cover and affect the terms and conditions of work for subordinate employees. Should you have any questions about such agreements or the specific terms contained therein, please consult with your supervisor and/or Human Resources.
- The **City of South Pasadena** has an obligation to provide notice and an opportunity to meet and confer with employee associations regarding proposed changes to employees' wages, hours, or working conditions. However, under certain circumstances, the **City of South Pasadena** may be permitted to act prior to providing notice or an opportunity to bargain such as a result of the COVID-19 emergency. You are not authorized to act in any matter that would change a term and condition of a subordinates employment.
- Do not be intimidated by subordinates or union/labor association leadership COVID-19 related demands upon returning to work. The **City of South Pasadena** will work with you and all employee associations to ensure that employees are returning to a safe work environment.

MEMORANDUM

DATE: [Date]

TO: All Employees

FROM: [Chief Administrative Officer/City Manager/General Manager/Director of Human Resources]

RE: *Expectations of Employees Returning to Work*

On May 4, 2020, Governor Gavin Newsom announced that on May 8, 2020 California will be commencing Phase 2 of four-phased reopening plan. The reopening follows the Governor's March 19, 2020 issuance of Executive Order N-33-20, which imposed a stay-at-home requirement for all non-essential employees. **[Add additional information about announcements related to reopening government facilities, public places and offices.]**

In accordance with applicable guidance provided by state **[and local]** authorities, the **City of South Pasadena** plans for non-essential employees to begin returning to work on or about **[Date]**. **[Add additional information to the extent employees will be brought back into work in phases.]**

The **City of South Pasadena** has a legal obligation to provide and maintain a safe and healthy workplace for its employees. The **City of South Pasadena** takes this obligation seriously, and would not reopen its facilities and worksites until it could be reasonably sure that **City of South Pasadena** employees would be safe and secure at such locations.

In order to ensure that **City of South Pasadena** facilities and worksites are safe for employees and the public, the **City of South Pasadena** has adopted a number of policies and protocol designed to limit the likelihood of transmission of COVID-19 at those locations. In order to achieve this goal, the **City of South Pasadena** will be implementing the following policies, procedures, and protocols:

- Social distancing policies that relate to use of face masks, physical space requirements between employees, etc.;
- Cleaning and disinfecting policies;
- Temperature/symptom checking policies;
- COVID-19 testing policies;

The **City of South Pasadena** will make available to all employees copies of these policies. As a **City of South Pasadena** employee, you will be expected to observe and comply with these policies, procedures and protocols in order to return to and remain at work.

Upon reopening of **City of South Pasadena** facilities and worksites, **City of South Pasadena** managers and supervisors will be monitoring employee conduct in order to ensure that all employees strictly observe and comply with these policies.

The **City of South Pasadena** appreciates your continued understanding and flexibility as we continue to navigate the public health emergency caused by the COVID-19 pandemic. Furthermore, the **City of South Pasadena** appreciates the vital work you are doing to support our operations and your commitment to public service.

Your Social Distancing and Workplace Safety Responsibilities

“DO”s and “DON’T”s of Compliance

- **DO** wave and say hello. **DON’T** shake hands or hug.
- **DO** wear a face covering while in public or shared areas of the **City of South Pasadena**. **DON’T** wear a face covering that is no longer in good repair.
- **DO** stay 6 feet away from others at all times. **DON’T** think that’s all you have to do to comply.
- **DO** comply with all signs about one-way hallways, entrances, exits, and limits on elevators. **DON’T** go your habitual route or squeeze in one more.
- **DO** ask yourself, “Can I accomplish this task with an email, phone call or videoconference?” **DON’T** have in-person meetings unless you really must do so.
- **DO** wipe down anything you touch with the disinfectant products provided. **DON’T** rely on others to do it for you.
- **DO** wash your hands for at least 20 seconds at least every 60 minutes. **DON’T** wait for the 60 minute mark if you use the restroom, sneeze, touch your face, blow your nose, clean, disinfect, sweep or mop, smoke, eat, drink, enter the facility or leave the facility – wash immediately after.
- **DO** use hand sanitizer when soap and water are not available. **DON’T** make this substitution a habit.
- **DO** remove any pens or items touched by public visitors from circulation. **DON’T** use them again until they have been sanitized.
- **DO** take separate **City of South Pasadena** vehicles if possible. **DON’T** remove your face covering if carpooling.
- **DO** stay connected with friends and family during this challenging time. **DON’T** have them visit you at work.
- **DO** ask your supervisor if you have any questions about your responsibilities. **DON’T** rely on guesses or rumors.

TEMPERATURE TEST AND SYMPTOM SCREENING FORM

[Note to Employee Administering Test and Screening: Return this form promptly to the **City of South Pasadena**'s Human Resources Department no later than the conclusion of the shift during which the test and screen was administered.]

Pursuant to the **City of South Pasadena**'s Administrative Policy and Protocol for Temperature Testing and Screening for Symptoms Associated with COVID-19, the **City of South Pasadena** will use this form to record the results of temperature tests and symptom screenings of **City of South Pasadena** employees. This form need only be used where such tests and screenings suggests the possibility that the employee has COVID-19.

Name of Employee Tested and Screened
("Employee")

Employee ID #

Date

Temperature Test:

Employee was tested with a non-invasive contactless infrared thermometer that indicated that the employee has a fever, which is defined as a temperature of 100.4 degrees Fahrenheit or higher.

First reading: _____ degrees Fahrenheit

Second reading, if necessary: _____ degrees Fahrenheit

Symptom Screening:

Employee was asked whether they presented any of the following symptoms, which the CDC associates with COVID-19. Employee indicated that they presented the following symptom(s):

- Cough
- Shortness of breath or difficulty breathing
- Chills
- Repeated shaking with chills
- Muscle pain
- Headache
- Sore throat
- New loss of taste or smell
- Nausea
- Vomiting
- Diarrhea

Name of Employee Who Conducted Test	Employee ID #	Date
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Facility or Worksite	Entrance	Time
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**AUTHORIZATION FOR DISCLOSURE AND USE OF
MEDICAL INFORMATION**

Confidentiality of Medical Information Act (CMIA), Civil Code § 56, et seq.

Pursuant to California's Confidentiality of Medical Information Act, I, _____ [Name of Employee], authorize [Name of Health Care Provider, Laboratory, etc.] to disclose the medical information described in this authorization to representatives from the [Name of Department, e.g., Human Resources or Risk Management] of the [Name of Employer]. I also authorize the same representatives from the [Name of Employer] to use the medical information for the purposes described in this authorization.

This authorization is limited to the following types of information:

[Insert specific limitations here, e.g., COVID-19 test results, including but not limited to any results of tests administered to detect the presence of the COVID-19 virus (SARS-CoV-2)]

The recipients of this information may use the information for the following purpose(s):

[Insert specific authorized uses and any limitations on the use here, e.g., managing, controlling, and responding to COVID-19 infections among [Name of Employer] personnel, medical accommodation request, workers' compensation claim, etc.]

Expiration Date: [Name of Health Care Provider, Laboratory, etc.] is no longer authorized to disclose medical information described in this authorization after [INSERT DATE].

Right to Receive Copy of This Authorization: I understand that if I sign this authorization, I have the right to receive a copy of this authorization. Upon request, the [Name of Employer] will provide me with a copy of this authorization.

I authorize the disclosure and use of my medical information as described above for the purposes listed above. I understand that this authorization is voluntary and that I am signing this authorization voluntarily.

Employee's Name (PLEASE PRINT) Signature

Date



City Council Agenda Report

ITEM NO. 16

DATE: June 17, 2020

FROM: Stephanie DeWolfe, City Manager

PREPARED BY: Lucy Demirjian, Assistant to the City Manager
Marisol Romero, Management Analyst

SUBJECT: **Public Hearing to Approve the Appropriation of Community Development Block Grant Funds-Coronavirus (CDBG-CV) to Prevent, Prepare, and Respond to the COVID-19 Pandemic**

Recommendation Action

It is recommended that the City Council consider the CDBG-CV program options for the purposes of preventing, preparing and responding to the coronavirus and approve appropriation of \$73,528.

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 COVID-19 pandemic has disrupted the economy in profound ways. With businesses shuttered for several months, widespread joblessness and furloughs have contributed to a staggering unemployment rate of 20.3 percent in Los Angeles County. Individuals, families and businesses are in dire need of assistance.

To help those impacted by the pandemic, the CARES Act allocated \$2 billion in supplemental funds to existing CDBG grantees using the standard annual formula. Los Angeles County received \$13.6 million of which \$73,528 was allocated to the City of South Pasadena and must be spent by September 2022. On May 6th the City Council postponed dedicating the CDBG-CV funds to a specific program, opting instead to examine alternatives.

With the need overwhelming the available resources, it's very challenging to select the most appropriate program(s). Careful consideration must be given to programs that make the funding go further while also meaningfully assisting those most in need. After hearing requests for rental assistance from South Pasadena residents, conducting research, and conferring with the Los Angeles County Development Authority (LACDA) and other cities on multiple calls to better understand all options, staff is presenting the following activities for the City Council's consideration. The last column is included to show the total number of households or businesses

CDBG-CV Funding Options

June 17, 2020

Page 2 of 5

that can be assisted with each program and demonstrate the limited impact of these funds relative to the outsized need.

CDBG-CV Program Alternatives			
Initial proposal	CDBG-CV Activity	Description/Criteria <i>(CDBG-CV Funds - \$73, 528)</i>	Benefit
Alt.#1	Senior Meals Program (existing program)	Bolster senior meals through the City’s Senior Center. <ul style="list-style-type: none"> ▪ Free home delivered meals from June to August 2020. Reduced participant fees from Sept. 2020 through Sept. 2022; or ▪ Free home delivered meals from June through December 2020. No subsidy thereafter. 	500 meals per week
Options	CDBG-CV Activity	Description/Criteria <i>(CDBG-CV Funds - \$62,498*)</i>	Benefit
Alt.#2a	Emergency Rental Assistance	LACDA would administer this program on behalf of the City. LACDA sets the criteria. <ul style="list-style-type: none"> ▪ Lottery system ▪ \$1,000/month for 3 months. Maximum assistance per household is \$3,000 ▪ Household must be of Moderate (80% AMI) Income or below. ▪ Tenant intake screening may be done by the City or the County. ▪ LACDA qualifies tenants. ▪ LACDA issues rent payments to landlords. 	21 households assisted (<i>\$3,000 per household</i>)
Alt. #2b	Senior Meals General Fund & Emergency Rental Assistance	Reimburse the General Fund contribution to the Senior Meal program for two (2) fiscal years, at \$5,711 per year. The remaining CDBG-CV funds (\$51,076) would support the rental assistance program (Alt. #2a)	\$11,422 savings to the General Fund, plus 17 households assisted (<i>\$3,000 per household</i>)
Alt.#3	Emergency Small Business	Grants for small business owners. LACDA would administer this program on behalf of the	10 businesses assisted

	Grants Only	<p>City.</p> <ul style="list-style-type: none"> ▪ The owner must be of Low (50% AMI) or Moderate (80% AMI) income. Household income establishes income qualification. ▪ Must have a COVID-19 impact. ▪ A contract between the City and the selected businesses is required. ▪ Grant amount is established by the City. If the City awards more than \$35,000 to a business, at least 1 job must be created or retained. 	<p><i>(\$5,000 grant per business)</i> or 6 businesses assisted <i>(\$10,000 grant per business)</i></p>
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**Assumes a 15% reduction in CDBG-CV funds to pay for administrative costs (\$11,030)*

The senior meals option (Alt.#1) was presented during the May 6th City Council meeting and includes investing the full CDBG-CV allocation in the existing senior meals program for home delivered meals until the Senior Center may safely open once again. It is unknown when seniors, a group at high risk for developing COVID-19 complications, may safely shop for groceries and participate in community lunch activities. The program can safeguard seniors by consistently offering home delivered meals as the need fluctuates. Additionally, this is an efficient use of the funds as the City would rely on its City’s existing infrastructure and staffing capacity.

Recognizing the urgency in the community and the limited technical and administrative capacity of smaller cities to develop and quickly deploy business grant programs or rental assistance, the LACDA met collectively with over 25 cities to learn about CDBG program preferences and challenges. In response, LACDA offered to administer an Emergency Rental Assistance program on behalf of cities using each city’s CDBG funds. The program will be similar to what is offered in unincorporated Los Angeles County. The agency is also gauging interest for an Emergency Small Business Grant program on behalf of cities and full details are pending.

Emergency Rental Assistance

Cities participating in the LACDA administered Emergency Rental Assistance program must accept the common criteria and the LACDA may retain up to 15 percent of the funds to cover their administrative costs. Specifications for the program include a maximum of \$3,000 in rental assistance over the course of three (3) months, selection through a lottery, and a pre-COVID 19 income that is at 80 percent of AMI or below to qualify *(\$63,100 for a single individual or up to \$90,100 for a family of four)*. Although the CBDG-CV program guidelines allow recipients to qualify based on their income at the time that assistance is rendered, the LACDA is requiring pre-COVID 19 income over a 12-month period. The reasoning is that demand will undoubtedly exceed the available funds, therefore LACDA wants to target those that were already struggling prior to the pandemic. While the Los Angeles County eviction moratorium is helping tenants by preventing evictions, it does not address the financial impacts on landlords or the tenants once the moratorium expires and they have to pay back several months of unpaid rent. The Emergency Rental Assistance program provides some relief to both tenants and landlords.

Emergency Small Business Grants

While business assistance is no doubt critically needed and essential for an economic recovery, unlike rental assistance, a variety of programs have been made available for businesses through the Small Business Administration (SBA), the CARES Act, and the Payroll Protection Program Flexibility Act of 2020 to name a few. Additionally, because duplication of services is prohibited with federal dollars, any city making business grants must ensure that it is not helping businesses that already received assistance, for a similar purpose, from another federal source. Auditors will specifically look for this so cities must build safeguards into their selection criteria. Nevertheless, the LACDA is gauging if there is sufficient interest to administer a small business grant program on behalf of cities that will uniformly offer a not-to-exceed grant amount to selected businesses (Alt.#3) for job creation or retention. As the county develops the program, consideration must be given to the types of businesses that will be excluded. As an example, some business assistance programs exclude national chains, massage parlors, cannabis shops, home-based businesses as well as those with unresolved local code violations.

Alternatives Considered

Because the CARES Act CDBG-CV provisions allow for amendments to the approved CDBG projects for the upcoming Fiscal Year 20/21 and also suspends the 15 percent cap on services, there's some flexibility if funds are used for a COVID-19 purpose. This means that a city may choose to dedicate all or a portion of its Fiscal Year 20/21 funding for COVID-19 purposes but must adhere to the expenditure deadline of June 30, 2021 for the annual allocation. As a reminder, the City Council approved \$241,565 for the upcoming Fiscal Year 20/21 to fund the annual subsidy for the senior meals program, sidewalk repairs and ADA ramp upgrades. Both of these programs are essential services that have been incorporated in the operations of the City for years. Reallocation of these funds are not recommended in consideration of serving the vulnerable senior population and the City's critical infrastructure needs. The sidewalk repairs and ADA ramp upgrades are already severely underfunded and delayed as none were funded last year with CDBG dollars. Broken sidewalks are a serious liability to the City. If the City is deemed to be inattentive to the maintenance of its sidewalks, it is violating disability access laws by denying access to sidewalks and intersections. Injuries and inaccessibility by people who have mobility disabilities place the City at a major risk for lawsuits.

Next Steps

1. Prepare contracts for each approved CDBG-CV program.
2. If the City chooses to partner with the Los Angeles County on the Emergency Rental Assistance program or the Emergency Small Business Grants program, notify the LACDA of the City's intent.

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 of South Pasadena. 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 current CDBG-CV allocation represents funding from the first \$2 billion of a total \$5 billion federal appropriated through the CARES Act. While no timeline has been established for the release of the remaining \$3 billion in CDBG-CV funding, the Los Angeles County anticipates that additional funds will be allocated with different priorities in population and communities eligible for funding.

Legal Review

The City Attorney has reviewed this item.

Fiscal Impact

These funds are provided through the CARES Act in response to the pandemic. Once the CDBG-CV (\$73,528) funding is approved, the amount will be amended into the budget account number 260-0000-0000-575-055.

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 *Pasadena Star News* on Friday, June 12th, 2020.



City Council Agenda Report

ITEM NO. 17

DATE: June 17, 2020

FROM: Stephanie DeWolfe, City Manager

PREPARED BY: Joanna Hankamer, Director of Planning and Community Development
Kanika Kith, Planning Manager

SUBJECT: **Designation of Rollin Craftsman Cluster Historic District (Project No. 2114-LHD)**

Recommendation

It is recommended that the City Council conduct a public hearing and adopt a Resolution taking the following actions:

1. Find that the properties in the Rollin Craftsman Cluster, including 1500, 1506, 1507, 1510, and 1512 Rollin Street, qualify under criteria (1), (4), (7), and (11) of the South Pasadena Municipal Code Section 2.63(b), for designation of a historic district; and
2. Designate the Rollin Craftsman Cluster Historic District

Cultural Heritage Commission Review

On April 30, 2020, the Cultural Heritage Commission (CHC) reviewed the proposed designation and determined that the proposed historic district qualifies under criteria (1), (4), (7), and (11) of the South Pasadena Municipal Code (SPMC) Section 2.63(b), for designation of a historic district¹ as listed below.

- (1) *Its character, interest or value as a part of the heritage of the community;*
- (2) *Its location as a site of a significant historic event;*
- (3) *Its identification (such as the residence, ownership, or place of occupation, etc.) with a person, persons or groups who significantly contributed to the culture and development of the city, state or United States;*
- (4) *Its exemplification of a particular architectural style of an era of history of the city;*
- (5) *Its exemplification of the best remaining architectural type in a neighborhood;*
- (6) *Its identification as the work of a person or persons whose work has influenced the heritage of the city, the state or the United States;*

¹ Only one significant criterion along with documentation of support by property owners in the proposed district are required for recommending designation to the City Council

- (7) *Its embodiment of elements of outstanding attention to architectural design, engineering, detail design, detail, materials or craftsmanship;*
- (8) *It is either a part of or related to a square, park or other distinctive area which should be developed or preserved according to a plan based on a historic cultural or architectural motif;*
- (9) *Its unique location or singular physical characteristic representing an established and familiar visual feature of a neighborhood;*
- (10) *Its potential for yielding information of archaeological interest; or*
- (11) *In designating a historic district, its significance as a distinguishable neighborhood or area whose components may lack individual distinction.*

Therefore, the CHC voted 4-0 recommending designation of the Rollin Craftsman Cluster as a local Historic District and recommended the City Council make the findings pursuant to SPMC Section 2.63(a)(2) as provided in the Resolution, included as Attachment 1.

Executive Summary

The proposed Rollin Craftsman Cluster Historic District was identified in the City's 2002 Historic Survey as an eligible historic district consisting of five homes located at 1500, 1506, 1507, 1510, and 1512 Rollin Street. In August 2017, the City received a request for designation of the Rollin Craftsman Cluster. In March 2018, an application formally requesting the designation of the Rollin Craftsman Cluster historic district was received, with four property owners signing the application, and the fifth property owner providing signature on February 13, 2020. On April 30, 2020, the CHC reviewed the designated request and voted 4-0 recommending designation of the historic district to City Council.

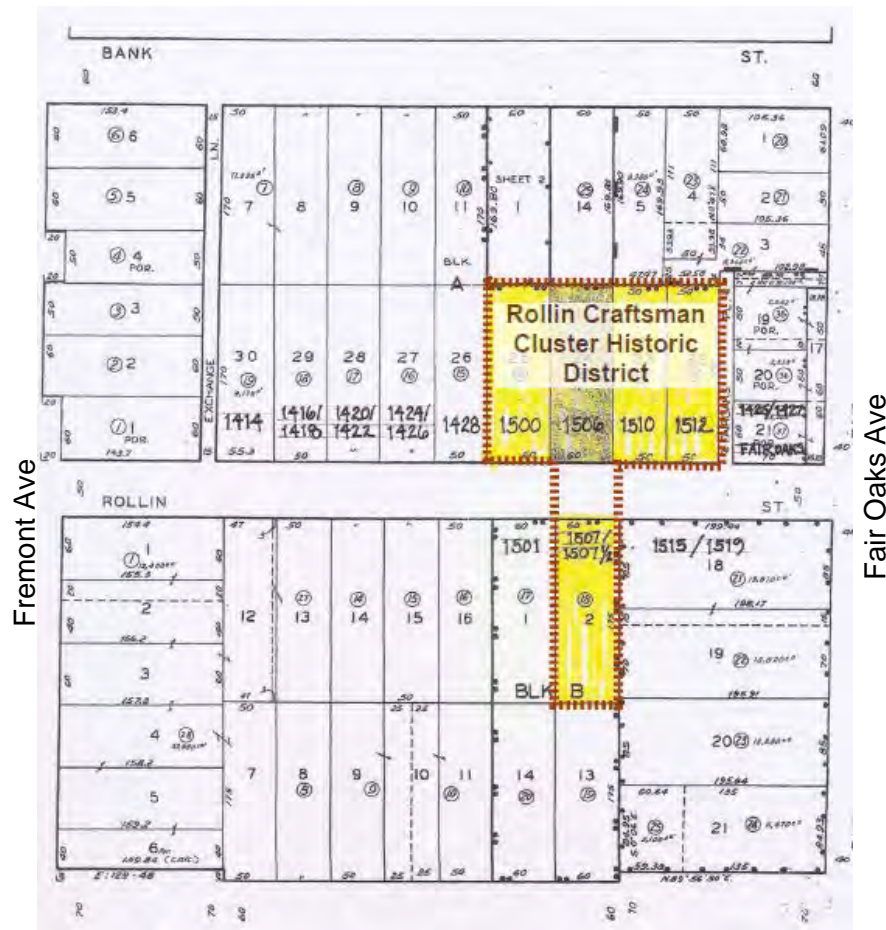
Discussion/Analysis

The proposed district consists of five houses built between 1890 and 1914 along the eastern end of the 1500 block of Rollin Street between Fremont Avenue and Fair Oaks Avenue. Four contiguous properties were identified as contributors on the northern side of Rollin Street, and one contributing property across the street on the south side, for a total of five contributing properties. The front of these homes are shown in **Figure 1** and a map of the proposed district is shown in **Figure 2** below.

Figure 1: Contributors to the District



Figure 2: Proposed Historic District



Statement of Significant

The proposed historic district's boundary is consistent with the City's 2002 Historic Survey which identified this potential historic district as eligible for listing under local ordinance but not eligible for listing in the National Register (5S1).

The five homes in the proposed district were built before World War I with a significant gap of over 10 years before adjacent houses were built. The immediate neighbors to the west and to the east were built starting from the mid-1920s. There are other Craftsman structures to the west, adjacent to Fremont Avenue (house at 1417 Rollin Street and Woman's Club at 1424 Fremont Ave.). However, the 2002 Historic Survey suggested allocating them to the larger potential High School Neighborhood.

Because of this timeframe, this little cluster falls under the Early 20th Century Residential Development context theme covering 1900-1919 (per 2014 Citywide Historic Context Statement). The period of 1920-1929 is covered under another context theme, 1920s Growth. If the district were to include more properties into the cluster, the district would need to represent two different context themes; therefore, the proposed smaller boundary is appropriate for designation.

The homes in the proposed district represent an important period in South Pasadena's history when its architectural character began to develop in the early 20th century. These homes reflect the early development and settlement patterns in the City and represent some of the earliest building stock in South Pasadena. These homes characterize Craftsman style architecture that arose from the late 19th century English Arts and Crafts movement that promote "simplicity of design, hand craftsmanship, and relationship of the building to the climate and landscape" (Historic Context Statement Report).

All five homes are contributors to the significance of the proposed historic district. The homes are modestly sized, one-story structures built in the late 19th and early 20th century. These homes have minor alterations but are acceptable because the district as a whole continues to convey its integrity and significance of the early 20th Century residential development theme.

More detailed analysis of the historic significant of the proposed district is provided in the CHC staff report dated April 30, 2020, included as **Attachment 2**.

Environmental Analysis

In accordance with the California Environmental Quality Act (CEQA), the proposed designation of a historic district is exempt from CEQA under the "common sense exemption," Section 15016(b)(3), which states that CEQA applies only to projects which have the potential for causing a significant effect on the environment. It can be understood with certainty that there is no possibility that the designation of a historic district could have a significant effect on the environment, and therefore, is not subject to CEQA.

Legal Review

The City Attorney has reviewed this item.

Fiscal Impact

Designation of historic district allow the properties in the district to qualify for a Mills Act contract. The Mills Act allows a tax reduction for a property owner who agrees to perform certain restoration and maintenance tasks over a 10-year period. Although the City will see a reduction in property tax revenue (between approximately 40% - 60% per Mills Act contracted property), the benefits of the program include economic benefits of conserving resources and reinvestment as well as the important role historic preservation can play in revitalizing older areas, creating cultural tourism, building civic pride, and retaining the sense of place and continuity with the community's past.

Public Notification of Agenda Item

The public was made aware that this item by virtue of a public notice published in the *South Pasadena Review* on May 22, 2020, its inclusion on the legally publicly noticed agenda, and posting of the same agenda and reports on the City's website. Individual property mailings to those within the proposed district and within a 300-foot radius of the proposed district.

Attachments:

1. Resolution & District Map
2. CHC staff report and attachments

ATTACHMENT 1
City Council Resolution

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF SOUTH PASADENA, CALIFORNIA,
DESIGNATING A HISTORIC DISTRICT THAT INCLUDES
FIVE CONTRIBUTING PROPERTIES LOCATED AT
1500, 1506, 1507, 1510, AND 1512 ROLLIN STREET**

WHEREAS, on August 22, 2017, the City received a request from a representative of the property owners in the eligible Rollin Craftsman Cluster for designating the historic district, consisting of five contributing properties located at 1500, 1506, 1507, 1510, and 1512 Rollin Street (Assessor's Parcel Numbers 5319-004-014, -013, -012, and -011, and 5319-005-018); and

WHEREAS, on March 5, 2018, an application formally requesting the designation of the Rollin Craftsman Cluster historic district was received, with four property owners signing the application with the fifth property owner providing signature on February 13, 2020; and

WHEREAS, Section 2.62 of the South Pasadena Municipal Code (SPMC) Ordinance No. 2004 ("Cultural Heritage Ordinance") authorized the Cultural Heritage Commission ("the Commission") to recommend to the City Council the designation of appropriate properties as historic districts; and

WHEREAS, the Commission has complied with the applicable provisions of Subsection (a) (3) "Designation Procedure" of the above Ordinance Section in that it formed a subcommittee to review the merits of the requested designation, visited the site, attempted diligently and in good faith to meet with the property owners; and

WHEREAS, on April 17, 2020, City of South Pasadena Planning and Building Department published a legal notice in compliance with state law concerning the designation of the Rollin Craftsman Cluster in the *South Pasadena Review*, a local newspaper of general circulation, regarding the City of South Pasadena Cultural Heritage Commission public hearing of April 30, 2020. In addition, on April 16, 2020, a public hearing notice was mailed to property owners within the proposed district and within a 300-foot radius of the proposed district, indicating the date and time of the public hearing at the Cultural Heritage Commission meeting for designation of the historic district; and

WHEREAS, on April 30, 2020, the Cultural Heritage Commission conducted a duly noticed public hearing, at which time public testimony was taken concerning the proposed designation of the Rollin Craftsman Cluster and voted 4-0 recommending designation to the City Council.

WHEREAS, on May 22, 2020, City of South Pasadena Planning and Building Department published a legal notice in compliance with state law concerning the designation of the Rollin Craftsman Cluster in the *South Pasadena Review*, a local newspaper of general circulation, regarding the City of South Pasadena City Council on public hearing of June 3, 2020. In addition, on May 21, 2020, a public hearing notice was mailed to property owners within the

proposed district and within a 300-foot radius of the proposed district, indicating the date and time of the public hearing at the City Council meeting for designation of the historic district; and

WHEREAS, the June 3, 2020 City Council meeting was postponed to June 10, 2020, and on June 10, 2020, the City Council continued the project to the next City Council meeting on June 17, 2020; and

WHEREAS, on June 17, 2020, the City Council conducted a duly noticed public hearing, at which time public testimony was taken concerning the proposed designation of the Rollin Craftsman Cluster, and considered the designation of the Rollin Craftsman Cluster Historic District.

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

SECTION 1. ENVIRONMENTAL REVIEW FINDINGS

The City Council has determined that the proposed project is Categorically Exempt from the provisions of the California Environmental Quality Act (CEQA), under the “common sense exemption,” Section 15016(b)(3), which states that CEQA applies only to projects which have the potential for causing a significant effect on the environment. It can be understood with certainty that there is no possibility that the designation of a historic district could have a significant effect on the environment, and therefore, is not subject to CEQA.

SECTION 2. DESIGNATION OF HISTORIC DISTRICT FINDINGS

Based on the evidence presented at the public hearing, on the evidence contained in the City Council Staff Report, the Cultural Heritage Commission Staff Report and associated attachments, and other records of proceedings, the City Council considered the applicable designation criteria contained in the Cultural Heritage Ordinance and makes the following findings, pursuant to SPMC Section 2.63(a)(2) for designation of the Rollin Craftsman Cluster Historic District:

- (A) *That the designation of landmark or historic district is consistent with one or more of the purposes set forth in SPMC 2.58B; and*

The designation of the proposed Rollin Craftsman Cluster Historic District is consistent with the purpose of the Cultural Heritage Ordinance for identification, protection, enhancement, and preservation of structures, sites, and areas that represent the City’s heritage and character. The proposed district represents the early 20th Century residential development theme. The homes constructed from the late 19th to the early 20th century represent some of the earliest building stock, and development and settlement patterns of the City. Thus, the designation of the proposed historic district will help promote the City’s sense of place as it will preserve, maintain, and safeguard the City’s heritage and

character, will reflect the phases of the City's history, and will foster pride in the ownership of the City's historic resources.

- (B) *That the landmark or historic district meets one or more of the criteria for designation listed in subsection (b) of this section; and***

The proposed historic district qualifies for designation under Criteria (1), (4), (7), and (11). The homes in the proposed district represent an important period in South Pasadena's history when its architectural character began to develop in the early 20th century, and reflect the early development and settlement patterns in the City. As described in the Context Statement Report, homes constructed from the late 19th to the early 20th century represent some of the earliest building stock in South Pasadena. These homes characterize Craftsman style architecture that arose from the late 19th century English Arts and Crafts movement. Character-defining features of Craftsman style architecture homes includes "stained wood, wide overhanging eaves, balconies, terraces extending the living space outdoors" that represent the goals of the Arts and Crafts movement for "simplicity of design, hand craftsmanship, and relationship of the building to the climate and landscape." The homes in the proposed historic district have minor alterations but are acceptable as the district as a whole continues to convey its integrity and significance of the early 20th Century residential development theme.

- (C) *That the landmark or historic district possesses historic integrity of location, design, setting, materials, workmanship, feeling, or association.***

The proposed historic district possesses historic integrity of location, design, setting, materials, workmanship, and feeling as all five homes within the proposed district are contributors to the significance of the historic district. The homes are modestly sized, one-story containing character-defining features typical of Craftsman architecture such as front porches with brick, stone, or wood piers and walls, wood shingle siding, extended overhang eaves, and projecting rafters. Thus, the district is an excellent representative of Craftsman architectural style homes, and reflects the design principles of the early 20th century Arts and Crafts movement.

SECTION 3. ADDITIONAL FINDINGS FOR HISTORIC DISTRICT

In addition to the findings in Section 2 above, the City Council also make the following findings as required for designation of historic district pursuant to SPMC Section 2.63(a)(4).

- (A) *The proposed district boundaries are appropriate because a significant concentration, linkage, or continuity of sites, buildings, structures, or objects united historically or aesthetically by plan or physical development are present within the district. A district derives its importance from being a unified entity or a theme, even though it may be composed of a wide variety of resources (organized around a theme). Thematic districts are not required to have physical or contiguous boundaries.***

The proposed district boundaries are appropriate because it is reflective of a particular period of growth and development in the City. As described in the City's 2002 Historic Survey report, the proposed district is "small cluster of 5 contributing properties" along the 1500 block of Rollin Street, between Fremont Avenue and Fair Oaks Avenue. The homes are single-story single-family residences with Craftsman architectural style that share common setbacks, lot sizes, architectural styles, and period of development.

- (B) The identity of the district results from the interrelationship of its resources which conveys a visual sense of the overall historic environment or is an arrangement of historically or functionally related properties.***

The City's 2002 Historic Survey identified the proposed district as a potential historic district for the City as 5S1 (not eligible for National Register, but of local interest because the resource is listed or eligible for listing under local ordinance). The 2002 Historic Survey described this district as "[T]his small cluster of 5 contributing properties is located along the 1500 block of Rollin street, between busy Fremont Avenue to the west and Fair Oaks Avenue to the east. The single-family dwellings are one story in height, Craftsman in design and were built between 1890 and 1914. They share common setbacks, lot sizes, architectural styles, and period of development. This small grouping is reflective of a particular period of growth and development within the community."

The five homes in the proposed district were built before World War I with a significant gap of over 10 years before adjacent houses were built. The immediate neighbors to the west and to the east were built starting from the mid-1920s. There are other Craftsman structures to the west, adjacent to Fremont Avenue (house at 1417 Rollin Street and Woman's Club at 1424 Fremont Ave.). However, the 2002 Historic Survey suggested allocating them to the larger potential High School Neighborhood.

Because of this timeframe, this little cluster falls under the Early 20th Century Residential Development context theme covering 1900-1919 (per 2014 Citywide Historic Context Statement). The period of 1920-1929 is covered under another context theme, 1920s Growth. Including more properties into the cluster would require the district to represent two different context themes.

- (C) The district contains a number of contributing resources that add to the historic architectural qualities or historic associations for which a district is significant because they existed during the period of significance and possess historic integrity reflecting the district's character at that time.***

The proposed district contains five modestly sized, one-story Craftsman architectural style homes with a high degree of integrity that represent the height of the Arts and Crafts movement. All five homes are contributors to the historic district. These homes were built between 1890 and 1914 and have minor alterations, but are acceptable as the district because the whole continues to convey its integrity and significance of the early 20th Century residential development theme. Overall, the district's character is an excellent

representative of an important period in South Pasadena’s history and reflect the early development and settlement patterns in the City.

- (D) With respect to the designation of a local district that is not listed on the California Register of Historical Resources, but was identified in a local survey, not less than 60 percent of all affected owners of the proposed historic district must consent to such designation. Each parcel or lot shall be entitled to only one vote per parcel. By way of example only, if the proposed historic district were composed of 20 parcels, then the owners of 12 parcels would be required to consent to the designation.***

As described in the City’s 2002 Historic Survey report, the proposed district is “small cluster of 5 contributing properties” along the 1500 block of Rollin Street, between Fremont Avenue and Fair Oaks Avenue. On March 5, 2018, all five-property owners in the district signed an application requesting the City to designate the potential Rollin Craftsman Cluster district identified in the 2002 Historic Survey as a local historic district. Therefore, the signed application was considered as 100% consent to designation of the proposed historic district.

- (E) With respect to the designation of a historic district that is listed on the California Register of Historical Resources, not less than 50 percent plus one of all affected owners of the proposed historic district must consent to such designation. Each parcel or lot shall be entitled to only one vote per parcel. By way of example only, if the proposed historic district were composed of 20 parcels, then 11 property owners would be required to consent to the designation.***

As stated in the City’s 2002 Historic Survey report, the proposed district was identified as 5S1 (not eligible for National Register, but of local interest because the resource is listed or eligible for listing under local ordinance).

SECTION 4. RECORD OF PROCEEDING

The documents and other materials that constitute the record of the proceedings upon which the Planning Commission’s decision is based, which include, but are not limited to, the environmental documents, staff reports, as well as all materials that support the staff reports for the proposed project, and are located in the Planning and Building Department of the City of South Pasadena at 1414 Mission Street, South Pasadena, CA 91030. The custodian of these documents is the City Clerk of the City of South Pasadena.

SECTION 5. DETERMINATION

Based on the aforementioned findings, the City Council hereby approves the designation of the Rollin Craftsman Cluster Historic District, along with the map as set forth in Exhibit “A” attached hereto and made a part thereof, as the official boundaries of the Rollin Craftsman Cluster Historic District.

SECTION 6. CERTIFICATION OF THE RESOLUTION

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.

SECTION 7. FILING WITH THE COUNTY CLERK

The City Council directs the City Clerk to file the appropriate designation with the office of the Los Angeles Registrar-Recorder/County Clerk.

PASSED, APPROVED AND ADOPTED ON this 17th day of June, 2020.

Robert 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 17th day of June, 2020 by the following vote:

AYES:

NOES:

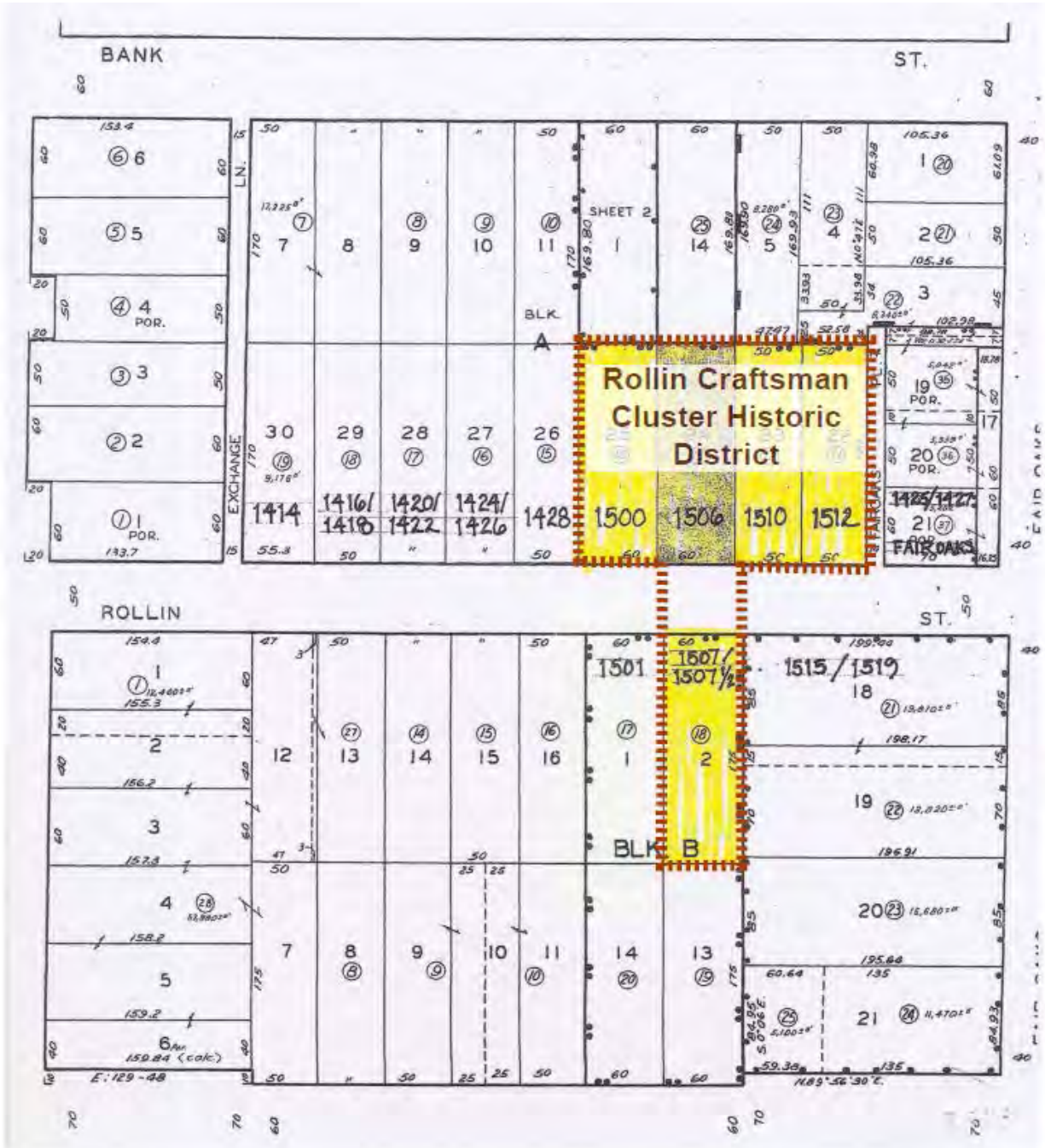
ABSENT:

ABSTAINED:

Evelyn G. Zneimer, City Clerk
(seal)

Exhibit "A"

Rollin Craftsman Cluster Historic District Map



ATTACHMENT 2
CHC Staff Report & Attachments



Cultural Heritage Commission Agenda Report

ITEM NO. 1

DATE: April 30, 2020

TO: Chair and Members of the Cultural Heritage Commission

FROM: Joanna Hankamer, Director of Planning and Community Development

PREPARED BY: Kanika Kith, Planning Manager

SUBJECT: Rollin Craftsman Cluster District Nomination (Project No. 2114-LHD)

Recommendation

Cultural Heritage Commission to review and recommend designation of the Rollin Craftsman Cluster Historic District to the City Council.

Background

On August 22, 2017, the City received a request from a representative of the property owners in the eligible Rollin Craftsman Cluster historic district for designating the historic district. The Rollin Craft Cluster was identified in the City's 2002 Historic Survey as a potential historic district consisting of five contributing properties located at 1500, 1506, 1507, 1510, 1512 Rollin Street.

On March 5, 2018, an application formally requesting a designation of the Rollin Craftsman Cluster historic district was received. Four property owners within the district signed the application.

On March 15, 2018, the application was presented to the Cultural Heritage Commission and a subcommittee was created to review the merits of the requested designation. The subcommittee consisted of Commissioners Thompson and Friedman.

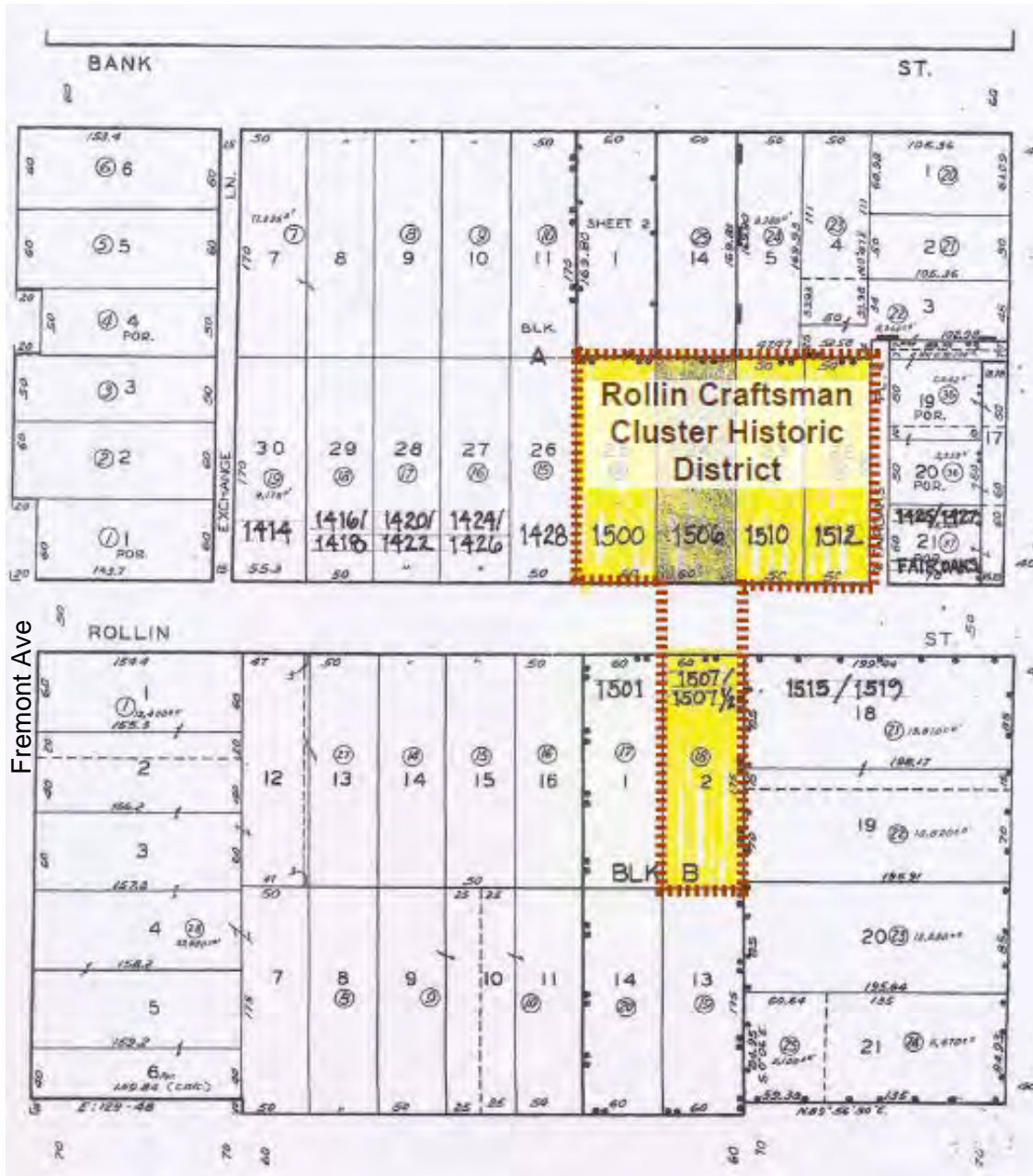
On March 21, 2019, the Commission created a subcommittee, consisting of Vice Chair Rebecca Thompson and Commissioner William Cross, as required by South Pasadena Municipal Code Section 2.63(c)(2) of the South Pasadena Municipal Code. The subcommittee reviewed the application materials, visited the homes and neighborhood, and provided a recommendation of approval for the Rollin Craftsman Cluster historic district as proposed.

On February 13, 2020, the fifth property owner provided a signed application for the designation of the historic district. This result in full consent from all property owners in the proposed district.

Project Description

The proposed district consists of five houses built between 1890¹ and 1914 along the eastern end of the 1500 block of Rollin Street between Fremont Avenue and Fair Oaks Avenue. Four contiguous properties were identified as contributors on the northern side of Rollin Street, and one contributing property across the street on the south side, for a total of five contributing properties. A map of the proposed district is shown in **Figure 1** below.

Figure 1: Proposed Historic District



¹ According to the County Assessor, the earliest home built in this district is 1890, not 1908 as described in the City's 2002 Historic Survey report.

Statement of Significant

The proposed historic district's boundary is consistent with the City's 2002 Historic Survey which identified this potential historic district as eligible for listing under local ordinance but not eligible for listing in the National Register (5S1). The district was not re-evaluated in the 2015-2016 survey update, but the previous evaluation and listing status was carried forward. A description of the potential district from the 2002 Historic Survey is shown in **Figure 2**.

Figure 2: Rollin Craftsman Cluster – 2002 Historic Survey

Rollin Craftsman Cluster (5S1)

This small cluster of 5 contributing properties is located along the 1500 block of Rollin Street, between busy Fremont Avenue to the west and Fair Oaks Avenue to the east. The single-family dwellings are one story in height, Craftsman in design and were built between 1908 and 1914. They share common setbacks, lot sizes, architectural styles, and period of development. This small grouping is reflective of a particular period of growth and development within the community. Landscaping along the street and in the front yards is minimal and inconsistent.

*Note: The date for the earliest home built in this district is 1890 instead of 1908.

The five homes in the proposed district were built before World War I with a significant gap of over 10 years before adjacent houses were built. The immediate neighbors to the west and to the east were built starting from the mid-1920s. There are other Craftsman structures to the west, adjacent to Fremont Avenue (house at 1417 Rollin Street and Woman's Club at 1424 Fremont Ave.). However, the 2002 Historic Survey suggested allocating them to the larger potential High School Neighborhood.

Because of this timeframe, this little cluster falls under the Early 20th Century Residential Development context theme covering 1900-1919 (per 2014 Citywide Historic Context Statement). The period of 1920-1929 is covered under another context theme, 1920s Growth. If the district were to include more properties into the cluster, the district would need to represent two different context themes; therefore, the proposed smaller boundary is appropriate for designation.

In addition to the information in the 2002 Historic Survey, a Context Statement Report and DPR 523 form for each home have been prepared for the proposed designation by an Architectural Historian, Marina Khrustaleva, to demonstrate the significance of the proposed historic district. The DPR 523 forms show that the earliest house (1512 Rollin) was built in 1890. Therefore, the timeframe for this district is consider to be 1890 to 1914. Both the Context Statement Report and DPR forms were included in the staff report provided to the Commission in March 2019, which is included as **Attachment 2**.

As described in the Context Statement, the homes in the proposed district represent an important period in South Pasadena's history when its architectural character began to develop in the early 20th century, and reflect the early development and settlement patterns in the City. Homes constructed from the late 19th to the early 20th century represent some of the earliest building stock in South Pasadena. These homes characterize Craftsman style architecture that arose from the late 19th century English Arts and Crafts movement. Character-defining features of Craftsman

style architecture homes includes “stained wood, wide overhanging eaves, balconies, terraces extending the living space outdoors.” These design features promote the goals of the Arts and Crafts movement for “simplicity of design, hand craftsmanship, and relationship of the building to the climate and landscape.”

All five homes are contributors to the significance of the proposed historic district. The homes are modestly sized, one-story structures built in the late 19th and early 20th century. These homes contain character-defining features of Craftsman architecture style such as front porches with brick, stone, or wood piers and walls, wood shingle siding, extended overhang eaves, and projecting rafters. These homes have minor alterations but are acceptable because the district as a whole continues to convey its integrity and significance of the early 20th Century residential development theme. The district is an excellent representative of Craftsman architectural style homes, and reflects the design principles of the early 20th century Arts and Crafts movement.

Figure 3: Contributors to the District



4 Homes on the North side of Rollin Street



One Home on the South side of Rollin Street

The designation of the proposed historic district will help promote the purpose of the Cultural Heritage Ordinance as it will preserve, maintain, and safeguard the City's heritage and character, will reflect the phases of the City's history, and will foster pride in the ownership of the City's historic resources.

Criteria for Historic Designation

Pursuant to the South Pasadena Municipal Code (SPMC) Section 2.63(b), the Commission shall use any or all of the following criteria in making a recommendation to the City Council for designation of a historic district. Only significant criterion along with documentation of support by property owners in the proposed district are required for recommending designation to the City Council.

- (1) Its character, interest or value as a part of the heritage of the community;*
- (2) Its location as a site of a significant historic event;*
- (3) Its identification (such as the residence, ownership, or place of occupation, etc.) with a person, persons or groups who significantly contributed to the culture and development of the city, state or United States;*
- (4) Its exemplification of a particular architectural style of an era of history of the city;*
- (5) Its exemplification of the best remaining architectural type in a neighborhood;*
- (6) Its identification as the work of a person or persons whose work has influenced the heritage of the city, the state or the United States;*
- (7) Its embodiment of elements of outstanding attention to architectural design, engineering, detail design, detail, materials or craftsmanship;*
- (8) It is either a part of or related to a square, park or other distinctive area which should be developed or preserved according to a plan based on a historic cultural or architectural motif;*
- (9) Its unique location or singular physical characteristic representing an established and familiar visual feature of a neighborhood;*
- (10) Its potential for yielding information of archaeological interest; or*
- (11) In designating a historic district, its significance as a distinguishable neighborhood or area whose components may lack individual distinction.*

The Context Statement Report states that the proposed Rolling Craftsman Cluster historic district qualifies for designation under Criteria 11. Staff finds that the proposed historic district also also qualifies under criteria (1), (4), and (7). The homes in the proposed district represent an important period in South Pasadena's history when its architectural character began to develop in the early 20th century. As described in the Context Statement Report, homes constructed from the late 19th

to the early 20th century represent some of the earliest building stock in South Pasadena, and reflect early development and settlement patterns. These homes represent character-defining features typical of the Craftsman style architecture that arose from the late 19th century English Arts and Crafts movement. Character-defining features of Craftsman style architecture homes includes “stained wood, wide overhanging eaves, balconies, terraces extending the living space outdoors” that represent the goals of the Arts and Crafts movement for “simplicity of design, hand craftsmanship, and relationship of the building to the climate and landscape.” The homes in the proposed historic district have minor alterations but are acceptable because the district as a whole continues to convey its integrity and significance of the early 20th Century residential development theme.

Findings for Designation of a Historic District

Staff recommends that the Cultural Heritage Commission recommends that the City Council make the following findings pursuant to SPMC Section 2.63(a)(2) for designation of the Rollin Craftsman Cluster Historic District.

- (A) *That the designation of landmark or historic district is consistent with one or more of the purposes set forth in SPMC 2.58B; and*

The designation of the proposed Rollin Craftsman Cluster Historic District is consistent with the purpose of the Cultural Heritage Ordinance for identification, protection, enhancement, and preservation of structures, sites, and areas that represent the City’s heritage and character. The proposed district represents the early 20th Century residential development theme. The homes constructed from the late 19th to the early 20th century represent some of the earliest building stock, and development and settlement patterns of the City. Thus, the designation of the proposed historic district will help promote the City’s sense of place as it will preserve, maintain, and safeguard the City’s heritage and character, will reflect the phases of the City’s history, and will foster pride in the ownership of the City’s historic resources.

- (B) *That the landmark or historic district meets one or more of the criteria for designation listed in subsection (b) of this section; and*

The proposed historic district qualifies for designation under Criteria (1), (4), (7), and (11). The homes in the proposed district represent an important period in South Pasadena’s history when its architectural character began to develop in the early 20th century, and reflect the early development and settlement patterns in the City. As described in the Context Statement Report, homes constructed from the late 19th to the early 20th century represent some of the earliest building stock in South Pasadena. These homes characterize Craftsman style architecture that arose from the late 19th century English Arts and Crafts movement. Character-defining features of Craftsman style architecture homes includes “stained wood, wide overhanging eaves, balconies, terraces extending the living space outdoors” that represent the goals of the Arts and Crafts movement for “simplicity of design, hand craftsmanship, and relationship of the building to the climate and landscape.” The homes in the proposed historic district have minor alterations but are acceptable as the

district as a whole continues to convey its integrity and significance of the early 20th Century residential development theme.

- (C) *That the landmark or historic district possesses historic integrity of location, design, setting, materials, workmanship, feeling, or association.*

The proposed historic district possesses historic integrity of location, design, setting, materials, workmanship, and feeling as all five homes within the proposed district are contributors to the significance of the historic district. The homes are modestly sized, one-story containing character-defining features typical of Craftsman architecture such as front porches with brick, stone, or wood piers and walls, wood shingle siding, extended overhang eaves, and projecting rafters. Thus, the district is an excellent representative of Craftsman architectural style homes, and reflects the design principles of the early 20th century Arts and Crafts movement.

In addition to the findings listed above, the following findings are also required for designation of historic district pursuant to SPMC Section 2.63(a)(4).

- (A) *The proposed district boundaries are appropriate because a significant concentration, linkage, or continuity of sites, buildings, structures, or objects united historically or aesthetically by plan or physical development are present within the district. A district derives its importance from being a unified entity or a theme, even though it may be composed of a wide variety of resources (organized around a theme). Thematic districts are not required to have physical or contiguous boundaries.*

The proposed district boundaries are appropriate because it is reflective of a particular period of growth and development in the City. As described in the City's 2002 Historic Survey report, the proposed district is "small cluster of 5 contributing properties" along the 1500 block of Rollin Street, between Fremont Avenue and Fair Oaks Avenue. The homes are single-story single-family residences with Craftsman architectural style that share common setbacks, lot sizes, architectural styles, and period of development.

- (B) *The identity of the district results from the interrelationship of its resources which conveys a visual sense of the overall historic environment or is an arrangement of historically or functionally related properties.*

The City's 2002 Historic Survey identified the proposed district as a potential historic district for the City as 5S1 (not eligible for National Register, but of local interest because the resource is listed or eligible for listing under local ordinance). The 2002 Historic Survey described this district as "[T]his small cluster of 5 contributing properties is located along the 1500 block of Rollin street, between busy Fremont Avenue to the west and Fair Oaks Avenue to the east. The single-family dwellings are one story in height, Craftsman in design and were built between 1890 and 1914. They share common setbacks, lot sizes, architectural styles, and period of development. This small grouping is reflective of a particular period of growth and development within the community."

The five homes in the proposed district were built before World War I with a significant gap of over 10 years before adjacent houses were built. The immediate neighbors to the west and to the east were built starting from the mid-1920s. There are other Craftsman structures to the west, adjacent to Fremont Avenue (house at 1417 Rollin Street and Woman's Club at 1424 Fremont Ave.). However, the 2002 Historic Survey suggested allocating them to the larger potential High School Neighborhood.

Because of this timeframe, this little cluster falls under the Early 20th Century Residential Development context theme covering 1900-1919 (per 2014 Citywide Historic Context Statement). The period of 1920-1929 is covered under another context theme, 1920s Growth. Including more properties into the cluster would require the district to represent two different context themes.

- (C) *The district contains a number of contributing resources that add to the historic architectural qualities or historic associations for which a district is significant because they existed during the period of significance and possess historic integrity reflecting the district's character at that time.*

The proposed district contains five modestly sized, one-story Craftsman architectural style homes with a high degree of integrity that represent the height of the Arts and Crafts movement. All five homes are contributors to the historic district. These homes were built between 1890 and 1914 and have minor alterations, but are acceptable as the district because the whole continues to convey its integrity and significance of the early 20th Century residential development theme. Overall, the district's character is an excellent representative of an important period in South Pasadena's history and reflect the early development and settlement patterns in the City.

- (D) *With respect to the designation of a local district that is not listed on the California Register of Historical Resources, but was identified in a local survey, not less than 60 percent of all affected owners of the proposed historic district must consent to such designation. Each parcel or lot shall be entitled to only one vote per parcel. By way of example only, if the proposed historic district were composed of 20 parcels, then the owners of 12 parcels would be required to consent to the designation.*

As described in the City's 2002 Historic Survey report, the proposed district is "small cluster of 5 contributing properties" along the 1500 block of Rollin Street, between Fremont Avenue and Fair Oaks Avenue. On March 5, 2018, all five-property owners in the district signed an application requesting the City to designate the potential Rollin Craftsman Cluster district identified in the 2002 Historic Survey as a local historic district. Therefore, the signed application was considered as 100% consent to designation of the proposed historic district.

- (E) *With respect to the designation of a historic district that is listed on the California Register of Historical Resources, not less than 50 percent plus one of all affected owners of the proposed historic district must consent to such designation. Each parcel or lot shall be entitled to only one vote per parcel. By way of example only, if the proposed historic district*

were composed of 20 parcels, then 11 property owners would be required to consent to the designation.

As stated in the City's 2002 Historic Survey report, the proposed district was identified as 5S1 (not eligible for National Register, but of local interest because the resource is listed or eligible for listing under local ordinance).

Next Steps

The recommendation of the Commission will be presented to the City Council.

Fiscal Impact

Designation of historic district allow the properties in the district to qualify for a Mills Act contract. The Mills Act allows a tax reduction for a property owner who agrees to perform certain restoration and maintenance tasks over a 10-year period. Although the City will see a reduction in property tax revenue (between approximately 40% - 60% per Mills Act contracted property), the benefits of the program include economic benefits of conserving resources and reinvestment as well as the important role historic preservation can play in revitalizing older areas, creating cultural tourism, building civic pride, and retaining the sense of place and continuity with the community's past.

Environmental Analysis

In accordance with the California Environmental Quality Act (CEQA), the proposed designation of a historic district is exempt from CEQA under the "common sense exemption," Section 15016(b)(3), which states that CEQA applies only to projects which have the potential for causing a significant effect on the environment. It can be understood with certainty that there is no possibility that the designation of a historic district could have a significant effect on the environment, and therefore, is not subject to CEQA.

Public Notification of Agenda Item

The public was made aware that this item by virtue of a public notice published in the South Pasadena Review on April 17, 2020, its inclusion on the legally publicly noticed agenda, posting of the same agenda and reports on the City's website, and individual property mailings to those within a 300-foot radius of the proposed district and within the district.

Attachments:

1. CHC Minutes for March 21, 2019
2. Staff Report & Attachments for March 21, 2019

ATTACHMENT 1
CHC Minutes
March 21, 2019

MINUTES OF THE SPECIAL MEETING OF THE
CULTURAL HERITAGE COMMISSION

CITY OF SOUTH PASADENA

CONVENED THIS 21ST DAY OF MARCH, 2019

AMEDEE O. "DICK" RICHARDS, JR. CITY COUNCIL CHAMBERS
1424 MISSION STREET

ROLL CALL

The meeting convened at: 8:03 pm

Commissioners Present: Mark Gallatin (Chair), Rebecca Thompson (Vice Chair), Steve Friedman, William Cross, Kristin Morrish

Commissioners Absent:

Council Liaison: Robert Joe, Councilmember (absent)

Staff Present: Teresa Highsmith, City Attorney
Edwar Sissi, Associate Planner

*Please Note: These Minutes are a summary of the meetings and are not a fully transcribed record.
An audio recording of the meeting can be made available upon request with the City Clerk's Office.*

PUBLIC COMMENT PERIOD

1. NONE

CONSENT CALENDAR

2. NONE

CONTINUED ITEMS

3. NONE

NEW ITEMS

4. 1036 Adelaine Avenue
Applicant: Jim Fenske
Project No: 1986-COA
Year Built: 1889
Architectural Style: Craftsman
Historic Status Code: 5D1.

Historic District: El Centro/Indiana/Palm Addition

Project Description:

Previously the CHC, at the March 16, 2017 meeting, approved the rehabilitation of the existing historic house (constructed in 1898), 14’x20’ detached garage (constructed in 1921) and 182 sq. ft. single story addition with a 292 sq. ft. second story addition. During construction the existing garage was demolished without City approvals. Now, the property owner is seeking CHC approval to rebuild the existing garage with the same design, dimensions (14’x20’) with similar materials. The approved square footage for the addition is less than 50% of the existing house, therefore a single vehicle garage is permitted.

Applicant Jim Fenske (Architect): noted the unfortunate nature of construction and having contractors understand the importance of saving historic structures. He noted that the plans noted the garage was to be salvaged and not demolished. The contractors however demolished the garage without permits and the owner is asking to obtain a CofA to rebuild the garage like for like.

Public Comment:

None

Commission Comment and Discussion:

Commissioner Thompson: inquired what materials will be used and if he would consider carriage style doors.

Fenske: noted it will have TM Cobb wood windows and doors, wood siding, and same scale. The only noticeable new construction will be the framing, but open to provide carriage style doors.

Commissioner Gallatin: inquired with Staff for clarity on the project staff report that references the Secretary of the Interior Standards which stipulate recreation of the historic fabric, but the standards for rehabilitation call for differentiation.

Sissi: noted that there are conflicting dualities of the standards, however the Commission can condition the exact replication, or allow for consistency with the original, and allow for differentiation.

Highsmith: noted that the Secretary of Interior Standards for reconstruction are typically applied to Landmarks, not general historic fabric.

Commissioner Cross: noted that the proportions of the original massing are there, and expressed his approval of the garage reconstruction.

Decision:

Commissioner Morrish: Made a motion to APPROVE the project with Conditions:

- To change the garage doors to a carriage-type door.

The project meets Specific Findings #2, #7, and #8

Commissioner Friedman: Seconded the motion.

APPROVED

(Ayes: 5; No: 0), 0 Absent.

5. 1959 Marengo Avenue

Applicant: Denise C. Tomlan

Project No.: 1903-COA

Year Built: 1912

Architectural Style: Craftsman

Historic Status Code: 5D1

Historic District: La France Craftsman District (Potential)

Project Description:

The Cultural Heritage Commission will review the proposal for a 299 sq. ft. single story addition with a 231 sq. ft. second story addition to an existing 2,112 sq. ft. two story Craftsman house on a 7,500 sq. ft. lot. The single story addition will consist of adding a new breakfast nook, a new family room, and a bathroom with a new mudroom. The second story addition will consist of a new master bathroom and a new master bedroom with a new 84 sq. ft. second story deck. The exterior materials for the additions will match the existing house. The materials will consist of: Kiln-Dried cedar corbels, Kiln-Dried cedar siding shingles, and wood windows. A new asphalt solar reflective shingle roof is proposed for the entire house. An existing 312 sq. ft. accessory structure will be converted to a 312 sq. ft. patio cover.

Applicant Denise Tomlan (Architect): noted the proposed additions and reconfiguration of the interior layout of the existing house to accommodate the growing family's needs. The existing second story addition is inconsistent with the historic fabric, and the new proposed second story addition will be compatible and provide better interior flow and architectural detailing.

Public Comment:

None

Commission Comment and Discussion:

Commissioner Morrish: inquired if the roof was being replaced with solar shingles, if the front is being touched, and for clarity on the kiln-dried shingles

Tomlan: the roof will be cool-roof, not solar shingles; kiln-dried is industry standard to ensure the shingles do not have excess moisture, and no changes will be made to the front.

Commissioner Thompson: asked for clarity on the color of the windows, and if proposing different windows.

Tomlan: noted that the colors represent a new color palette per the owner's request, but the windows are not being changed in style, all windows will match existing.

Commissioner Gallatin: noted discrepancies on the drawings.

Tomlan: the railing will be wood, the garage door will not be replaced. The wood grids on the new windows will match the existing as close as possible.

Decision:

Commissioner Friedman: Made a motion to APPROVE the project with Conditions:

- To provide cut sheets on the exterior light fixtures for chair review.

The project meets Specific Findings #2, #3, and #5

Commissioner Thompson: Seconded the motion.

APPROVED

(Ayes: 5; No: 0), 0 Absent.

Discussion Items

6. 320 Grand Avenue – Mills Act Application Letter of Intent

Applicant: Odom Stamps for the owner Dr. Sherman

Year Built: 1928

Architectural Style: Tudor

Historic Status Code: 2B2

Historic District/Landmark No.: Landmark No. 54

Project Description:

The Commission will consider a Letter of Intent to enter into a Mills Act Contract for Landmark No. 54 (the Koebig House). The Commission may appoint a subcommittee to review this request and set up an on-site meeting to inspect the condition of the property and discuss any potential items for restoration that may be needed.

Commission Comment and Discussion:

Commissioner Gallatin: inquired on the scope of work and noted that the roof repair was not included in the list of repairs, and knows that that is a recurring issue for this property.

Commissioner Thompson: noted the repair or replace notation of the exterior wood doors, and if they could be restored.

Stamps: noted the exterior wood doors are severely aged, and dried, but we included repair in the notation if they can be salvaged.

Decision:

Formation of the Subcommittee: Mark Gallatin and Rebecca Thompson.

7. Rollin Street Craftsman Cluster – District Nomination

Project No.: 2114-LHD

Applicant: Odom Stamps

Project Description:

The Commission will receive and file the Historic Assessment Report for the Rollin Craftsman Cluster district nomination. The established subcommittee will review the information and conduct their analysis to report back to the Commission.

Odom Stamps: noted the architectural historian has sourced the original permit records of the houses included in the proposed district and the records are available in the South Pasadena Library.

Commission Comment and Discussion:

Commissioner Thompson: noted some confusion of the proposed district, and 1501 Rollin.

Stamps: noted that 1501, and the proposed district boundary is based on the DPR form from 2002, but 1501 is the only non-contributor.

Commissioner Friedman: inquired why this district does not include additional properties, and if the five or six properties are the only properties listed in the original DPR form, and if there was a continuation sheet.

He inquired if the applicants can provide additional information on the district contributors, and if there are any others along Rollin, particularly 1425 Rollin Street.

Commissioner Cross: believes research needs to be done to see how the block was developed.

Commissioner Gallatin: noted the Commission's next steps as outlined in the Staff Report. The subcommittee is Cross and Thompson, as Cross was appointed during Friedman's time off from the Commission.

COMMUNICATIONS

8. COMMENTS FROM COUNCIL LIASON:

No comments.

9. COMMENTS FROM COMMISSION:

No comments

10. COMMENTS FROM SOUTH PASADENA PRESERVATION FOUNDATION (SPPF):

Commissioner Gallatin: The SPPF would like to reinstate the Preservation Awards Program in conjunction with the CHC. Request to Staff: Place on next month's agenda, a discussion item to reinstate the Preservation Awards Program in conjunction with the SPPF.

11. COMMENTS FROM STAFF:

No comments.

APPROVAL OF MINUTES

12. Minutes of the Regular Meeting for **February 21, 2019**.

Decision:

Commissioner Thompson: Made a motion to APPROVE with corrections:

- edit on page 5, change terminology to PUNCHED windows
- edits on additional pages (Gallatin).

Commissioner Morrish: Seconded the motion.

APPROVED

(Ayes: 5; No: 0), 0 Absent.

ADJOURNMENT

13. The meeting adjourned at 8:55 pm to the next regularly scheduled meeting on April 18, 2019.

APPROVED,



Mark Gallatin
Chair, Cultural Heritage Commission

April 18, 2019
Date

ATTACHMENT 2
Staff Report & Attachment
March 21, 2019



Cultural Heritage Commission Agenda Report

ITEM NO. 7

DATE: March 21, 2019

FROM: David Bergman, AICP, Interim Director Planning & Building
VIA: Edwar Sissi, Associate Planner

SUBJECT: Rollin Craftsman Cluster District Nomination
Historic Assessment Report
(Project No. 2114-LHD)

Recommendation

It is recommended that the Cultural Heritage Commission (CHC) receive and file the Historic Assessment Report for the Rollin Craftsman Cluster District Nomination. The established subcommittee will review the information and conduct their analysis to report back to the Commission.

Discussion/Analysis

Project Description:

The Rollin Craftsman Cluster was identified as an eligible District (District) in the City's 2002-2003 Historic Survey. The District consists of five properties built between 1890 and 1914. The District is situated along the eastern end of the 1500 block of Rollin Street between Fremont Avenue and Fair Oaks Avenue. Four contiguous properties are identified as contributors on the northern side of Rollin Street, while one contributing property is located across the street on the south side of Rollin for a total of 5 contributing properties, and zero non-contributors.

The prevailing architectural pattern of the five properties are modestly-sized single-story single-family Craftsman residences. The earliest house, built in 1890 and located at 1512 Rollin Street, is identified as a "fine example of Vernacular Gabled Cottage." The prevailing material palette and character-defining features of the District consist of front porches with brick, stone, or wood piers, wood shingles, wood siding, overhanging eaves, projecting rafters, tripartite windows, and transom lights.

Background

Formation of Subcommittee:

The initial application for the designation of the District was submitted to the Commission at their March 2018 meeting. At that meeting, the CHC established a subcommittee consisting of Commissioner Thompson and Commissioner Friedman.

In accordance to the City's Cultural Heritage Ordinance (Ordinance), Section 2.63(C) Designation Procedures, the subcommittee shall review the application materials and make a preliminary written recommendation, based on such documentation as it may require, as to whether the Commission shall consider the Improvement, Site, or natural feature for appropriate designation. Further, the subcommittee shall:

- a. With respect to the proposed designation of a Landmark, exercise its best efforts to meet with the owner to obtain such owner's written consent of the proposed designation; and
Not Applicable. This provision is for the designation of individual Landmarks.

- b. With respect to the proposed designation of a Historic District, shall have obtained the consent of affected owners in accordance with Section 2.63(A)(4)(d) or (e). The aforementioned consent shall be obtained by sending a ballot and an impartial opinion of the City Attorney to every parcel owner in said district, as to the effect of the designation on the parcels located in the proposed district. The ballot shall provide the owner with the option to consent to or to oppose the proposed Historic District designation.
Applicable. The applicant has provided signatures of approval from the property owners with the original application. The ballot mailing and impartial opinion of the City Attorney will be administered by Staff upon the subcommittee's request.
 - Section 2.63(A)(4)(d) – for local districts not listed on the California Register of Historical Resources states: Not less than sixty percent of all affected owners of the proposed Historic District must consent to such designation. Each parcel or lot shall be entitled to only one vote per parcel. By way of example only, if the proposed Historic District were composed of twenty parcels, then the owners of twelve parcels would be required to consent to the designation.
Official ballots will be sent to the individual property owners upon the request of the subcommittee. The proposed District consists of five (5) properties and a minimum of three (3) property owners must vote to approve the designation in accordance to this requirement.

Next Steps

1. After receiving and filing of the Historic Assessment, the subcommittee shall review and analyze all evidence.
2. The subcommittee shall notify Staff when to send the ballot vote to the property owners within the District.
3. Upon tally of the ballot votes, the subcommittee shall determine if the required threshold of consent has been satisfied.
4. If the threshold of consent has been satisfied, the subcommittee shall present their recommendation to the Commission.
5. The Commission shall vote on a recommendation to the City Council for the designation of the District.

Fiscal Impact

There is no direct fiscal impact to the City with the designation of a Historic District.

Environmental Analysis

This item is exempt from any California Environmental Quality Act (CEQA) analysis based on State CEQA Guidelines Section 15308, Class 8: Actions taken by regulatory agencies, as authorized by state or local ordinance, to assure the maintenance, restoration, enhancement, or protection of the environment where the regulatory process involves procedures for protection of the environment.

Public Notification of Agenda Item

The public is made aware of this item 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. Historic Assessment Report
2. Proposed District Boundaries
3. Building Permit Records
4. Original Rollin Street Craftsman Cluster DPR Form
5. Individual DPR Forms for each Contributing Property
6. Application Photographs
7. CHC Meeting Minutes, Dated March 15, 2018

ATTACHMENT - 1
Historic Assessment Report

Rollin Street Craftsman potential Historic District
Context Statement Report¹

NARRATIVE DESCRIPTION

Rollin Street Craftsman Grouping consists of five properties built between 1890 and 1914. It was originally identified as a potential historic district in the 2002 survey of the City of South Pasadena when 69 potential historic districts were documented through a reconnaissance-level survey. At that time, the Rollin Street Craftsman Grouping received 5S1 (5S3) NRHP Status Code. The district was not re-evaluated in the 2015-2016 Citywide Survey Update, and the previous evaluation, including the Status Code, has been carried forward. Three of the five properties were determined individually eligible for local listing.

The district, situated on Tract 4524 (Smith and Jacob's subdivision), consists of the 1500 block of Rollin Street between Fremont Avenue and Fair Oaks Avenue. Four of the properties (1500 1506, 1510, and 1512 Rollin Street) are located on the northern side of Rollin Street, and the fifth property (1507 Rollin Street) is located on the southern side of Rollin Street.

All five properties proposed for the Historic District are contributors. They are modestly sized, one-story single-family residences, set on rectangular lots. Craftsman style architecture, more than any other characteristic of the district, is its unifying feature. The earliest house (1512 Rollin Street) is a fine example of the Vernacular Gabled Cottage. Most contributors have front porches with brick, stone, or wood piers and walls. Other character-defining features include wood shingles and wood siding exterior cladding, solid front doors with decorative lights, overhang eaves, projecting rafters, large tripartite windows with transom lights.

Contributors share a common setback from the street and from their neighbors. Paved paths (usually concrete) lead from the sidewalk to front porches. Garages are

¹ This report is supplemental to the Historic District Nomination Form submitted in March 2018.

detached and located at the rear of the parcel, accessed via driveways extending along the side of each parcel from the street. Landscaping consists of lush lawns and mature, low growing shrubs and flowers. District features include concrete curbs, gutters, and sidewalks.

The Rollin Street Craftsman Grouping is a good example of a neighborhood of modestly-sized Craftsman single-family residences, with a high degree of integrity, in South Pasadena. Its period of significance is from 1890 to 1914 which encompasses the earliest residence to the latest.

The historical significance of the Rollin Street Craftsman potential Historic District relates the Early 20th Century Residential Development theme. The area to the north of Monterey road was subdivided in the mid-1900s. As building permits reveal², the houses were mainly built by developers for the future sale: a rear unit at 1507 Rollin Street was built by a local real estate dealer John H. Jacobs, 1510 Rollin Street was built by local contractor Ellis A. Wood, and 1500 Rollin Street was built by a Pasadena architect and builder Joseph F. Rhodes. The first inhabitants of this area were middle-class professionals. The residences of the Rollin Street Craftsman demonstrate an interesting range of their early owners' occupations: John W. Monahan (1500 Rollin Street) was a travel agent; John Diephaus (1507 Rollin Street) was a railway clerk; George Wilcox (1512 Rollin Street) was an elevator operator and his son Ralph was a plumbing supplies salesman.

An oral memoir in the Bennett family suggests that Rollin Street was named after their ancestor, prominent Pasadena pioneer and landowner, Charles Rollin Foote (1838-1924)³. He was active in developing his land on Orange Grove and Columbia Street in Pasadena in the 1890s. However, there is no documentary evidence of his involvement in the South Pasadena subdivisions, and this version requires further research.

² The 1904-1922 South Pasadena Building Permit Records were thoroughly researched and systematized by local historian John G. Ripley. His comprehensive database along with the digitized Permit Records is available at the South Pasadena Public Library.

³ Telephone interviews with Jamie Bennett, director of the Ohaj Music Festival, January 2018.

ADDITIONS / MODIFICATIONS

All five residencies preserve a high level of integrity and authenticity and have undergone only minor alterations: replaced windows (1507 Rollin Street) or replaced front door (1512 Rollin Street) within the original openings. These alterations are considered to be reversible.

PRESENT CONDITION

All five residencies are in good exterior condition and may need minor restoration efforts. The sites are developed with lush lawns and mature, low growing shrubs and flowers not obscuring the residencies.

NEIGHBORHOOD CONTEXT

The neighborhood is primarily residential and consists of one-to-three stories single-family residences and multi-family apartment buildings built later than the proposed District period of significance. The west portion of the block includes two significant non-residential buildings: a Craftsman-style headquarters for the Women's Club designed by Norman Foote Marsh (1914) and a Telephone Co building (1913), a rare example of early brick architecture in South Pasadena, later converted into a residence. The wider context includes two schools (South Pasadena Middle School and South Pasadena High School), and the Holy Family Catholic Church.

DESIGNATION CRITERIA

The proposed Rollin Street Craftsman Historic District meets designation criterion 11 – it is significant as a distinguishable historic neighborhood related to the Early 20th Century Residential Development theme. Residences constructed from the late 19th through the early 20th century represent some of the earliest building stock in South Pasadena, and reflect early development and settlement patterns. The contributing

properties, three of which are individually eligible for local listing for their architectural merit, represent a range of character-defining features typical for the Craftsman Style. The minor alterations are considered acceptable as the district as a whole continues to convey its integrity and significance. Overall, the proposed historic district retains a majority of the contributors dating from the period of significance and reflect planning and design principles from the period, including the original layout, street plan, setbacks, and sidewalks.

The designation of or Historic District is consistent with the purposes set forth in Section 2.58B of the City of South Pasadena Cultural Resources Ordinance: it will preserve, maintain, and safeguard the City's heritage and character as embodied and reflected in the neighborhoods that serve as significant reminders of the city's social, educational, cultural and architectural history.

The proposed Rollin Street Craftsman Historic District possesses historic Integrity of location, design, setting, materials, workmanship, and feeling. 100% of the buildings within the district boundary are contributing; therefore, the district is eligible for designation as a local historic district.

HISTORIC CONTEXT⁴

- Context: Early 20th Century Development (1900-1919)
- Theme: Early Residential Development (1900-1919)

Residential development during this period was a major catalyst of growth in the City. During this period, neighborhoods of bungalows and two-story residences were constructed to accommodate the growing population. Tract maps illustrate that the vast majority of residential tracts in the City were subdivided between 1900 and 1909. Residential and commercial development during this period was influenced by the popularity of South Pasadena as a tourist destination during Southern California's "grand resort era" of the late 19th and early 20th centuries.

⁴ City of South Pasadena. Citywide Historic Context Statement. Historic Resources Group. December 16, 2014.

By 1900, the population of South Pasadena had grown to include 1,001 residents, up from 500 when the City incorporated in 1888. By 1910 that number had grown to 4,600. This population growth corresponded with the burgeoning Arts and Crafts movement, and as a result, South Pasadena's residential development during this period is marked by the construction of neighborhoods of bungalows and Craftsman-style residences.

In 1910, Sanborn Fire Insurance maps showed a total of 935 dwellings in the City. Construction methods recorded indicate that 929 were constructed with wood frame, while four were of brick construction. Residential development throughout the City extended outward from the city center, with construction concentrated along the east-west thoroughfares of Mission Street and Monterey Road, and along the north-south thoroughfares of Meridian and Fair Oaks Avenues. Significantly, these streets were major thoroughfares on, or close to, the newly-developed railroad lines. Many individual landowners began to subdivide smaller parcels of land between Mission Street and Monterey Road, west of the city center.

Residential growth continued into the second decade of the 20th century, primarily in the early 1910s, before the onset of World War I. Between 1910 and 1919, 54 tracts were subdivided in the City; this number represented a decrease compared to the previous decade, but the large-scale subdivisions of the early 1900s had occupied much of the undeveloped land in South Pasadena. The largest developments represented two additions to the existing Oneonta Park tract, which was subdivided in 1910. On the whole, however, tracts developed in the 1910s were significantly smaller in scale than previous subdivisions.

- Theme: Craftsman Architecture

Craftsman architecture grew out of the late-19th century English Arts and Crafts movement. A reaction against industrialization and the excesses of the Victorian era, the movement stressed simplicity of design, hand-craftsmanship, and the relationship of the building to the climate and landscape. Craftsman architecture developed in the first decade of the 20th century as an indigenous California version

of the American Arts and Crafts movement, incorporating Southern California's unique qualities. Constructed primarily of stained wood, with wide overhanging eaves, balconies, and terraces extending the living space outdoors, the style embodied the goals of the Arts and Crafts movement.

The Craftsman bungalow dates from the early 1900s through the 1920s. The bungalow's simplicity of form, informal character, direct response to site, and extensive use of natural materials, particularly wood and stone, was a regional interpretation of the reforms espoused by the Arts and Crafts movement's founder, William Morris. Craftsman bungalows generally have rectangular or irregular plans, and are one to one-and-a-half stories tall. They have wood clapboard or shingle exteriors and a pronounced horizontal emphasis, with broad front porches, often composed with stone, clinker brick, or plastered porch piers. Other character-defining features include low-pitched front-facing gable roofs, and overhanging eaves with exposed rafter tails.

By World War I, the Craftsman style declined in popularity and was replaced by Period Revival styles. The Craftsman bungalow continued to be built into the 1920s, but was often painted in lighter colors, stripped of its dark wood interiors, or blended with characteristics of various Revival styles.

Character-defining features include:

- Horizontal massing
- Low-pitched gable roof with rolled or composition shingle roofing
- Wide overhanging eaves with exposed rafter tails, outriggers, or knee braces
- Exterior walls clad in wood shingle, shake, or clapboard siding
- Projecting partial- or full-width, or wrap-around front porch
- Heavy porch piers, often of river stone or masonry
- Wood sash casement or double-hung windows, often grouped in multiples
- Wide front doors, often with a beveled light
- Wide, plain window and door surrounds, often with extended lintels
- Extensive use of natural materials (wood, brick or river stone)
- Detached garage at rear of property

SOURCES OF INFORMATION

South Pasadena Local Library, Local History Collection

Pasadena Public Library, Centennial Room

1904-1922 South Pasadena Building Permit Records

South Pasadena City Directories

David Allen Ward. A Historic Analysis of South Pasadena's Commercial and Residential Development from 1877 through 1977. California State University, 1978.

City of South Pasadena. Historic Resources Survey Report. PCR Services Corporation. December, 2002

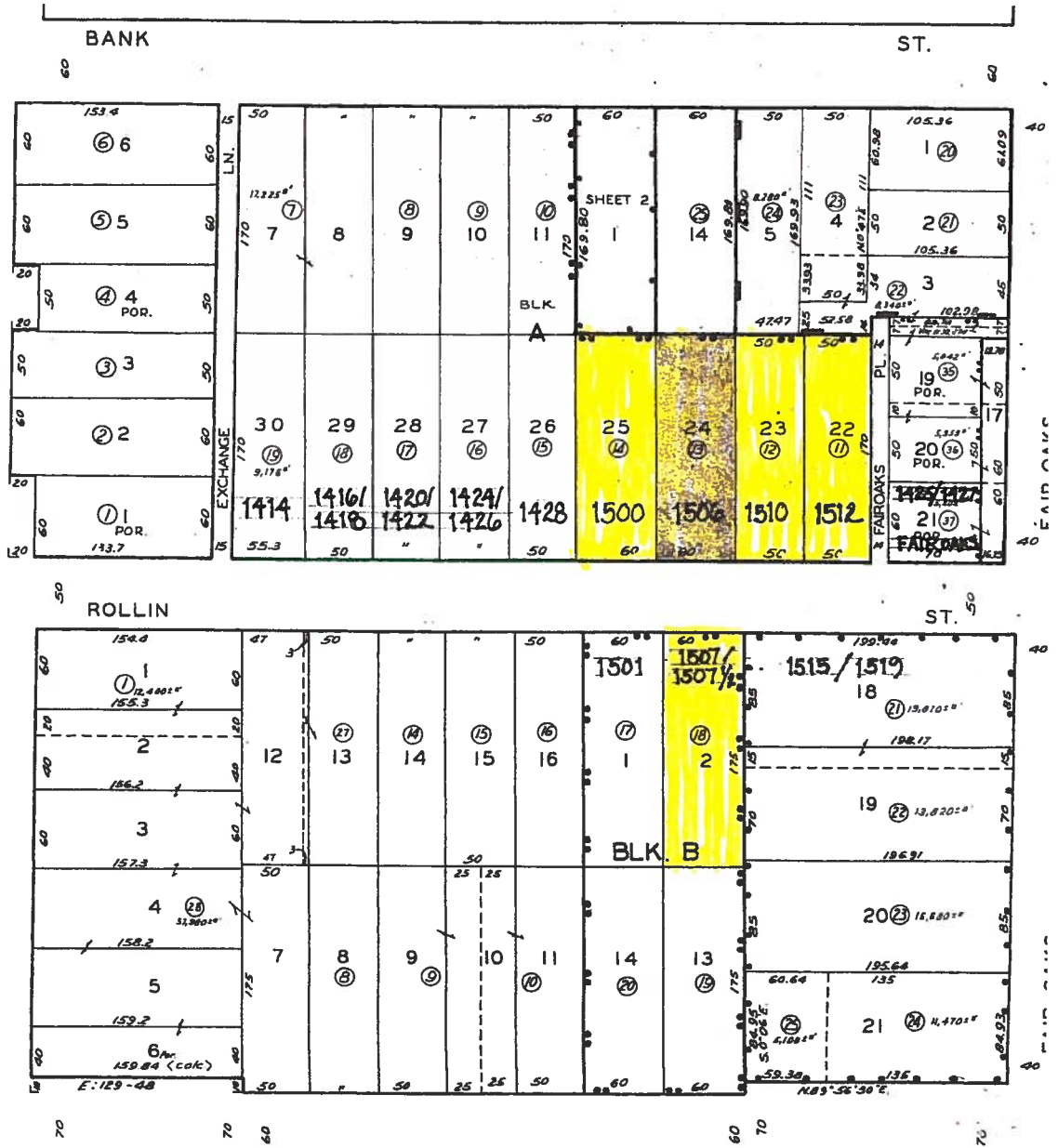
City of South Pasadena. Citywide Historic Context Statement. Historic Resources Group. December 16, 2014

City of South Pasadena. Citywide Historic Context Statement. Historic Resources Group. June 20, 2017

City of South Pasadena Cultural Resources Ordinance, 2017

ATTACHMENT - 2
Proposed District Boundaries

Rollin Street Craftsman potential Historic District Proposed Boundaries



ATTACHMENT - 3
Building Permit Records

Rollin Street Craftsman potential Historic District

Building Permit Records

(as identified by John G. Ripley)

1909				1909				
Building Permits Month of May				Building Permits Month June				
Permit	Est Cost	City	Permit	Est Cost	City	Permit	Est Cost	City
5	200	25	3	200	25	3	200	25
6	2000	25	4	150	25	4	150	25
10	3500	25	5	300	25	5	300	25
11	1500	25	6	50	25	6	50	25
11	1000	25	7	200	25	7	200	25
12	200	25	8	300	25	8	300	25
12	2500	25	9	150	25	9	150	25
14	4600	25	10	300	25	10	300	25
15	50	25	11	200	25	11	200	25
15	500	25	12	250	25	12	250	25
17	1800	25	13	200	25	13	200	25
17	3200	25	14	250	25	14	250	25
19	3500	25	15	200	25	15	200	25
19	3000	25	16	50	25	16	50	25
20	100	25	17	300	25	17	300	25
22	8100	25	18	200	25	18	200	25
22	100	25	19	200	25	19	200	25
22	100	25	20	300	25	20	300	25
24	180	25	21	200	25	21	200	25
25	2300	25	22	200	25	22	200	25
26	4000	25	23	200	25	23	200	25
26	3000	25	24	200	25	24	200	25
26	3500	25	25	100	25	25	100	25
26	400	25	26	300	25	26	300	25
27	300	25	27	50	25	27	50	25
27	40	25	28	200	25	28	200	25
29	2000	25	29	200	25	29	200	25
	4530	725		5340	775		5340	775

1500 Rollin Street
Building Permit # 1100, 5/12/1909

150					July 1914					151				
Date	Permit	Owner	Contractor	Est Cost	Fee	Lot BIK	Tract	Street	#					
1	1321	R A Moore	Gas Nelson	2700 ✓	200	2	2-452	Melann	809					
6	1321	Gas Rinkham	Gas Rinkham	800	100	5-80		Hoppe	1414					
	1322	Wm K Atkinson	L P Pomroy	4200 ✓	300	7	A O Porten	Fair View	215					
7	1323	G W Brown	E B Shuler	2800 ✓	200	12-3	Cawston #2	Pasadena	341					
	1324	D J Johnston	Day work	150	50			Fremont	1418					
	1325	J C Burt	Day work	1000	100			Orange Grove	533					
9	1326	Mrs T Waly	A H Huff	450	50	7	5 Oak Hill Park	Pasadena Monterey	81					
10	1327	M Florence	F J Newman	200	50			Fremont	925					
	1328	R Emerson	R Emerson	100	50			Magnolia	1058					
14	1329	W H M Bennett	A B Fisser	800 ✓	100	200	16 E Hunt	Rollins	815					
	1330	W R Schaff	John Nugge	2400 ✓	200	24	a South Jacobs	Rollins	1506					
17	1331	H E Cordery	Day work	400	50			Stalford	1111					
23	1332	B R Magoffin	Day work	60	50			Mill Road	1912					
	1333	Wm McCay	Day work	200	50			So Orange Grove	1277					
	1334	Ada Hill Davis	Sniffitt London	3575 ✓	250	5	a Ardfast	Oakdale	1625					
	1335	Chas C Browning	Day work	125	50			Diamond	1227					
	1336	Mrs R C Rogers	Day work	250	50			Alphie	2040					
28	1337	O A Blacker	G H Stanford	175	50			Quinn Court	1407					
	1338	R J Linn	Day work	100	50			Fremont	611					
	1339	Mabel Packard	Day work	100	50			Berkshire	2001					
29	1340	John D Churchill	Day work	550	100			Burnt	829					
31	1341	Alvin E Smith	Day work	300	50			Fletcher	2044					
	22			21435	2200									

1506 Rollin Street
 Building Permit # 1330, 7/14/1914

154					September 1914					155				
Permit #	Permit	Owner	Contractor	Est. Cost	Fee	Lot	Blk	Tract	Street	#				
1	1361	O.H. Boggsdon	Ellis A Wood	2500 ✓	200	460			Stottford	1319				
2	1362	W.C. Preston	Fred Biran	1750 ✓	150	42		Valley View Heights	Chickadee Place	2006				
	1363	Dwight Morgan	Chas Swombly	1300 ✓	150	42	45	Gymnasium Court	Gymnasium Court	1401				
8	1364	Mr Jay Chas Kingsbater	A. S. Miller	6000 ✓	350	13		362	Highwood Drive	2025				
	1365	H. Eastman	J. P. Kaysen	100	50				Way A View	1041				
10	1366	George Howson	Day work	100	50				Lyndon	1425				
	1367	L. Simpson & Bester	Day work	200	50				Academy Ave	309				
	1368	Allan J. Lewis	Day work	1500 ✓	150	J.		Marquart Graham	Merridian	1131				
12	1369	Myers Laid Co	Day work	500	100				Resden Mountain	123				
14	1370	H. E. Cooper	Brabb & Another	11000 ✓	600	2		362	Oak	1950				
	1371	Chas J. Howland	D. H. Nichols	600	100				Oak Lawn	431				
15	1372	Oliver A. Holmberg	Oliver A. Holmberg	3000 ✓	250	39		add 4.5 to on beta P	De Frances	2061				
	1373	John Dickhaut	Rosellie Arch. & Bldg Co	2950 ✓	200	2	B	Smith & Jacobs	Rollins	1507				
21	1374	H. Miller	E. A. Wood	1200	150				Bromswick	1300				
24	1375	J. W. Cecil	Day work	500	50				Foot Hill	1117				
28	1376	H. B. Allen	Day work	400	50				Ironout	2025				
	1377	L. Krock	Day work	200	50				Garfield	741				
29	1378	Manning	Paul Mahoney	75	50				Ramona	1575				
	18			\$34,190	\$2,750									

1507 Rollin Street (main house)
 Building Permit # 1373, 9/15/1914

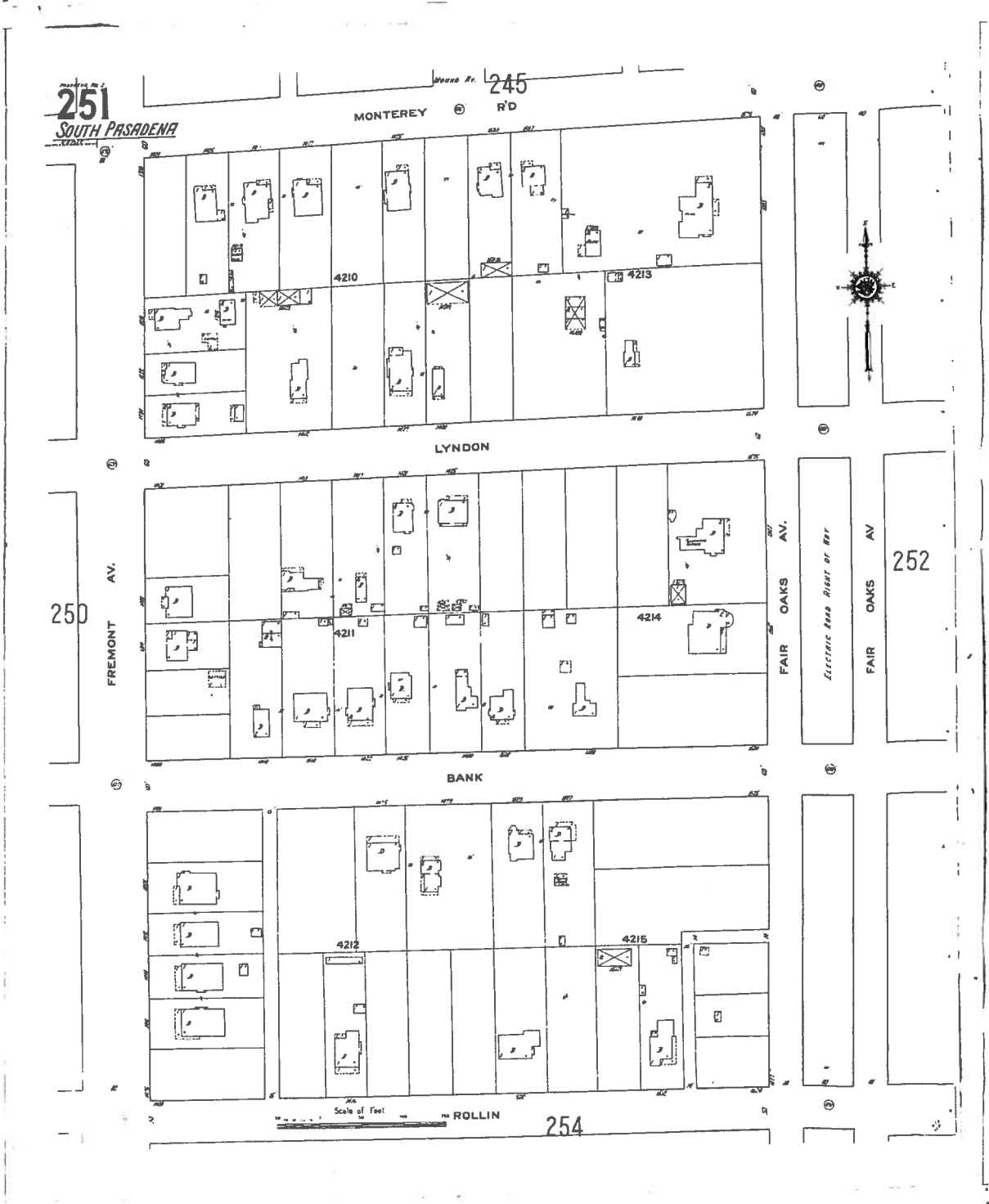
4 54		Building Permits Mar 1909				55		Building Permits Month April 1909					
Mar		Brought Forward			79200	25	Apr						
"	"	30	G. A. Patterson	34	50	25	"	1	J. M. M. Laidoh	450	40	25	
"	"	"	G. W. & C. Bell	35	250	4000	25	"	2	Miss L. E. Madax	200	2250	25
"	"	"	R. W. Reynolds	36	200	3000	25	"	3	E. C. Kellogg	50	100	25
"	"	"	G. Lauralee Stinson	37	800	5000	25	"	3	Fagg & Klobber	50	50	25
"	"	"	Klaus Hirschler	38	50	100	25	"	5	P. H. Spidike	300	9500	25
"	"	31	E. & Gardner	39	200	800	25	"	6	Edmund L. Moody	200	2700	25
"	"	"	Max Richards	40	100	800	25	"	7	H. W. Huff	50	300	25
"	"	"	L. L. Washburn	41	250	3500	25	"	8	Miss Bettina Brown	150	1200	25
"	"	"	Lawson Astor Farm	42	100	1000	25	"	9	J. Lee	150	1500	25
					174.4	9895	1000	"	10	Miss Armstrong	200	2500	25
								"	"	Hester Pettinam	200	2700	25
								"	"	S. M. Baker	50	1000	25
								"	14	Janus & Ramage	50	200	25
								"	"	J. B. S. Horton	200	2200	25
								"	"	Munson J. Hare	300	4800	25
								"	16	G. W. Bell	50	1000	25
								"	17	Monte Begge	50	500	25
								"	20	E. L. Wroble	200	2500	25
								"	20	Wendell B. B. Taylor	150	1500	25
								"	"	W. L. Kinnaman	150	2000	25
								"	"	"	50	5000	25
								"	"	"	50	1500	25
								"	21	Max Richards	50	200	25
								"	22	P. & Klotau	150	1500	25
								"	"	Ed & Heale	100	400	25
								"	23	W. R. Knap	100	1000	25
								"	24	John H. Jacobs	100	700	25
								"	27	W. C. Blakner	200	8000	25
								"	27	Sophia Jackson	50	200	25
								"	28	Richard Hopwood	50	200	25
								"	30	Mr. Grand	50	150	25
								"	"	Lida M. Brittan	50	150	25
											3950	41070	400
											31		

1507 Rollin Street (rear structure)
 Building Permit # 1086, 4/29/1909

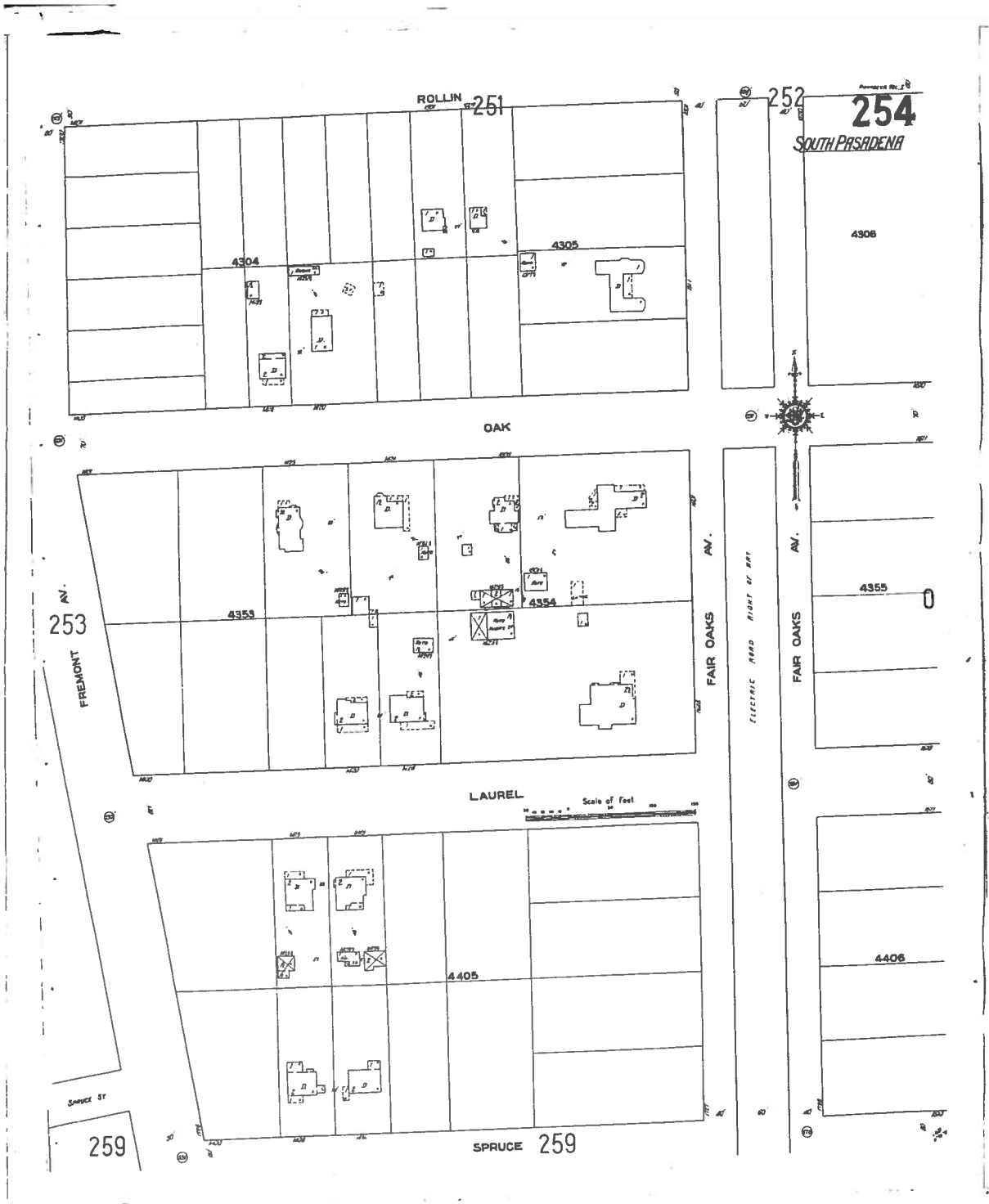
78			79					
78 - 1910			December 1910					
223	J. E. Ward	75	0.50	2-250	Marlin Ave. 14 K Raymond Sup 1015 Burke	75	0.50	
224	W. E. Johnson	5000	2.00	2-251	J. N. Erskine 5 Bander Court 1615 Bunker	8000	4.50	
225	W. E. Johnson	2000	1.50	2-252	Do Do " " "	4500	0.50	
226	W. E. Johnson	250	0.50	5-253	H. B. Post 7 N Raymond Villa 1317 Hope	2000	1.50	
227	J. E. Ward	75	0.50	5-254	Geo. B. ...	75	0.50	
228	W. E. Johnson	100	0.50	7-255	W. H. Johnson - 1 B-G. M. 326 St. F. 31 m. Rd.	250	0.50	
229	W. E. Johnson	1000	1.50	17-256	Model Shanty Co. - 5 - Sm. - Richard - 1020 McCain	300	0.50	
230	W. E. Johnson	150	0.50	20-257	F. B. Miller - 12 - O. B. Porter - 933 Columbia	150	0.50	
231	W. E. Johnson	600	1.00	21-258	W. J. ...	200	0.50	
232	W. E. Johnson	750	1.00	21-259	" " " " " - 1120 ...	400	0.50	
233	W. E. Johnson	10000	3.50	21-260	Yord			
234	W. E. Johnson	750	1.00	21-261	J. S. Casel - 5 - Dept # 2 Lockwood - 216 ...	4000	2.00	
235	W. E. Johnson	12000	6.00	21-262	W. J. ...	2700	2.00	
236	W. E. Johnson	400	0.50	22-263	Chas. H. ...	100	0.50	
237	W. E. Johnson	400	0.50	23-264	A. Spurling - 1 - 1 Raymond Villa - 1146 ...	100	0.50	
238	W. E. Johnson	200	0.50	23-265	J. B. ...	2000	2.00	
239	W. E. Johnson	2000	1.50	23-266	W. E. ...	400	0.50	
240	W. E. Johnson	1000	1.00	29-267	M. S. ...	70	0.50	
241	W. E. Johnson	2500	2.00	29-268	W. E. ...	2500	2.00	
242	W. E. Johnson	30	0.00	29-269	W. E. ...	3060	2.50	
243	W. E. Johnson	1700	1.50	30-270	W. E. ...	9205	5.50	
244	W. E. Johnson	1500	1.50					
245	W. E. Johnson	2000	2.00					
246	W. E. Johnson	2500	2.00					
247	W. E. Johnson	450	0.50					
248	W. E. Johnson	4557	3.50					
249	W. E. Johnson	250	0.50					
99 ✓			31.012	42.80	12 mo - 1910			\$ 515.25

1510 Rollin Street
 Building Permit # 246, 11/30/1910

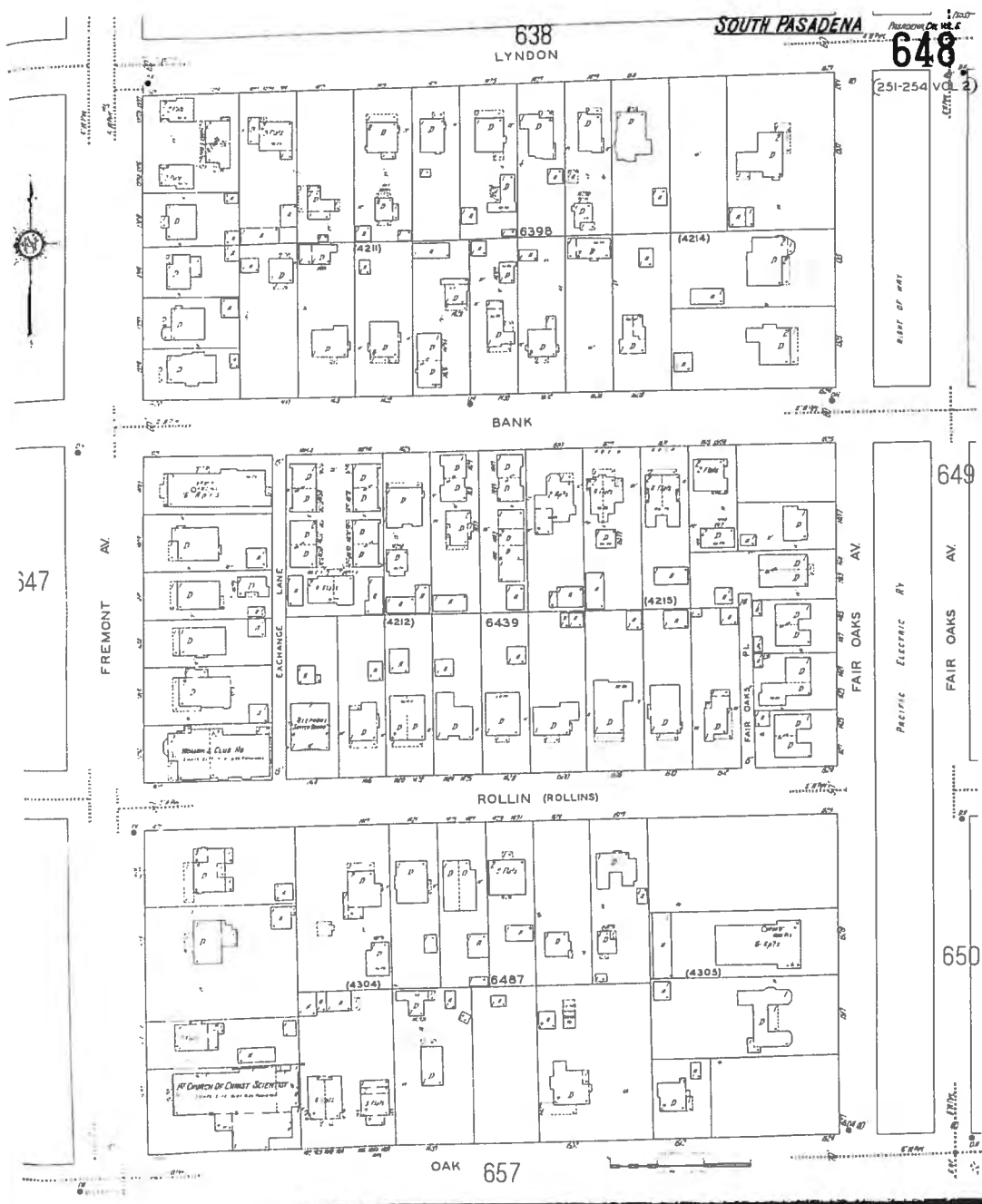
Rollin Street Craftsman potential Historic District
Sanborn Maps



Pasadena Sanborn Map, 1910, Vol. 2, Sheet 251



Pasadena Sanborn Map, 1910, Vol. 2, Sheet 254



Pasadena Sanborn Map, 1930, Vol.6, Sheet 648

Proposed Rollin Craftsman Cluster Historic District

1500 Rollin Street

Accessors Records show 1910 as year built, which is also listed in the “South Pasadena Historic Survey”. The City of South Pasadena has no record of a new house construction Permit. The first Permit Listed by the City of South Pasadena is 1927.

Proposed Rollin Street Craftsman Cluster Historic District

1506 Rollin Street

Accessors Records show 1914 as year built, which is also listed in the “South Pasadena Historic Survey”. The City of South Pasadena has no record of a new house construction Permit. The first Permit Listed by the City of South Pasadena is 1938.

Proposed Rollin Street Craftsman Cluster Historic District

1507 Rollin Street

Accessors Records show 1908 as year built, which is also listed in the “South Pasadena Historic Survey”. The City of South Pasadena has no record of a new house construction Permit. The first Permit Listed by the City of South Pasadena is 1914.

Proposed Rollin Street Craftsman Cluster Historic District

1510 Rollin Street

Accessors Records show 1910 as year built, which is also listed in the "South Pasadena Historic Survey". The City of South Pasadena has no record of a new house construction Permit. The first Permit Listed by the City of South Pasadena is 1933.

Proposed Rollin Street Craftsman Cluster Historic District

1512 Rollin Street

Accessors Records show 1890 as year built, which is also listed in the "South Pasadena Historic Survey". The City of South Pasadena has no record of a new house construction Permit. The first Permit Listed by the City of South Pasadena is .

ATTACHMENT - 4
Original Rollin Street Craftsman Cluster DPR Form

PRIMARY RECORD

Other Listings
Review Code Reviewer Date

Page 1 of 0 Resource Name or #: (Assigned by recorder) *Rollin Craftsman Cluster*

P1. Other Identifier: *Rollin Craftsman Cluster*

P2. Location: Not for Publication Unrestricted a. County *Los Angeles*

and (P2b and P2c or P2d. Attach a Location Map as necessary.)

b. USGS 7.5' Quad Date T ; R ; 1/4 of 1/4 of Sec ; B.M.

c. Address: *1500* Block *Rollin Street* City *South Pasadena* Zip *91030*

d. UTM: (Give more than one for large and/or linear resources) Zone ; mE/ mN

e. Other Locational Data (e.g. Parcel #, directions to resource, elevation, etc., as appropriate)

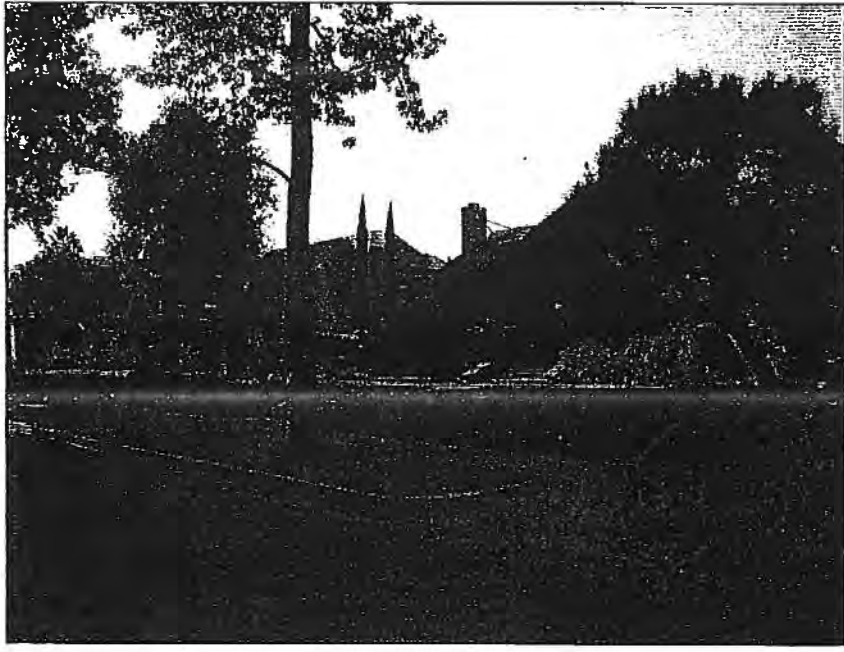
Parcel No.

P3 Description: (Describe resources and its major elements. Include design, materials, condition, alterations, size, and boundaries)

This small cluster of 5 contributing properties is located along the 1500 block of Rollin Street, between busy Fremont Avenue to the west and Fair Oaks Avenue to the east. The single-family dwellings are one story in height, Craftsman in design and were built between 1908 and 1914. They share common setbacks, lot sizes, architectural styles, and period of development. This small grouping is reflective of a particular period of growth and development within the community. Landscaping along the street and in the front yards is minimal and inconsistent.

P3b. Resource Attributes: (List attributes and codes) *HP 2. Single family property*

P4. Resources Present: Building Structure Object Site District Element of District Other (Isolates, etc.)



P5b Description of Photo:
(View, date, accession #)

P6. Date Constructed/Age and Sources:
 Prehistoric Historic Both
1908-1914

P7. Owner Address:
Multiple Owners

P8. Recorded by:
(Name, affiliation, and address)
*Jan Ostashay
PCR Services Corporation
233 Wilshire Boulevard, Suite 130
Santa Monica, CA 90401*

P9. Date Recorded: *10/1/02*

P10. Survey Type: (Describe)

P11. Report Citation: (Cite survey report and other sources, or enter "none.")

- Attachments:
- NONE
 - Location Map
 - Sketch Map
 - Other: (List)
 - Continuation Sheet
 - Building, Structure, and Object Record
 - Archaeological Record
 - District Record
 - Linear Feature Record
 - Milling Station Record
 - Rock Art Record
 - Artifact Record
 - Photograph Record

ATTACHMENT - 5
Individual DPR Forms for each Contributing
Property

State of California  The Resources Agency
 DEPARTMENT OF PARKS AND RECREATION
PRIMARY RECORD

Primary #
 HRI #
 Trinomial
 NRHP Status Code 5B1 (5B)/5S3

Other
 Review Code

Reviewer

Date

Listings

Page 1 of 1 *Resource Name or #: (Assigned by recorder) 1500 Rollin Street

P1. Other Identifier: _____

*P2. Location: Not for Publication Unrestricted

*a. County Los Angeles and (P2c, P2e, and P2b or P2d. Attach a Location Map as necessary.)

*b. USGS 7.5' Quad Los Angeles Date _____ T ___; R ___; ___ of ___ of Sec ___; ___ B.M.

c. Address 1500 Rollin Street City South Pasadena Zip 91030

d. UTM: (Give more than one for large and/or linear resources) Zone __, ___ mE/ ___ mN

e. Other Locational Data: (e.g., parcel #, directions to resource, elevation, decimal degrees, etc., as appropriate
 APN 5319-004-014

*P3a. Description: (Describe resource and its major elements. Include design, materials, condition, alterations, size, setting, and boundaries)

- Irregular plan, one-story Craftsman Bungalow
- Cross-gabled roof with overhanging eaves and latticed gable-end vents
- Symmetrical front elevation
- Open porch with brick posts and projecting rafters
- Solid front door with a diamond-shaped light
- Large horizontal windows with transom divided diamond lights
- Wood lap siding on the main volume, wood shingles on the gable end
- Brick side chimney

This property was determined individually eligible for local listing in the 2017 Citywide Historic Context Statement.

P5a. Photograph or Drawing (Photograph required for buildings, structures, and objects.)



*P3b. Resource Attributes: (List attributes and codes) HP2 - single family property

*P4. Resources Present: Building
 Structure Object Site District
 Element of District Other (Isolates, etc.)

P5b. Description of Photo: (view, date, accession #) View North, 2/2018

*P6. Date Constructed/Age and Source: Historic Prehistoric
 Both

1909, Building Permit

*P7. Owner and Address:

*P8. Recorded by: (Name, affiliation, and address) Marina Khrustaleva
1422 Bank Street, Unit 6,
South Pasadena, CA 91030

*P9. Date Recorded: 02/15/2019

*P10. Survey Type: (Describe)

*P11. Report Citation: (Cite survey

report and other sources, or enter "none.")

City of South Pasadena. Citywide Historic Context Statement. 2017

*Attachments: NONE Location Map Continuation Sheet Building, Structure, and Object Record
 Archaeological Record District Record Linear Feature Record Milling Station Record Rock Art Record
 Artifact Record Photograph Record Other (List): _____

State of California \diamond The Resources Agency
 DEPARTMENT OF PARKS AND RECREATION
PRIMARY RECORD

Primary #
 HRI #
 Trinomial
 NRHP Status Code 5S3

Other
 Review Code

Reviewer

Date

Listings

Page 1 of 1 *Resource Name or #: (Assigned by recorder) 1506 Rollin Street

P1. Other Identifier: _____

*P2. Location: Not for Publication Unrestricted

*a. County Los Angeles and (P2c, P2e, and P2b or P2d. Attach a Location Map as necessary.)

*b. USGS 7.5' Quad Los Angeles Date _____ T ___; R ___; ___ of ___ of Sec ___; ___ B.M.

c. Address 1506 Rollin Street City South Pasadena Zip 91030

d. UTM: (Give more than one for large and/or linear resources) Zone __, ___ mE/ ___ mN

e. Other Locational Data: (e.g., parcel #, directions to resource, elevation, decimal degrees, etc., as appropriate
 APN 5319-004-013

*P3a. Description: (Describe resource and its major elements. Include design, materials, condition, alterations, size, setting, and boundaries)

- Irregular plan, one-story Craftsman Bungalow
- Front-gabled roof with boxed eaves, projecting rafters, and a latticed gable-end vent
- Symmetrical front elevation
- Full-width porch with Arroyo stone posts and a wall wrapping the corner
- Large horizontal front windows, a pair of small decorative attic windows
- Entrance door on the east side, a pair of French doors to the rear of the house
- Wood lap siding on the main volume, wood fish-tail shingles on the gable end
- Stuccoed side chimney

This property was determined individually eligible for local listing in the 2017 Citywide Historic Context Statement.

P5a. Photograph or Drawing (Photograph required for buildings, structures, and objects.)



*P3b. Resource Attributes: (List attributes and codes) HP2 - single family property

*P4. Resources Present: Building
 Structure Object Site District
 Element of District Other (Isolates, etc.)

P5b. Description of Photo: (view, date, accession #) View North, 2/2018

*P6. Date Constructed/Age and Source: Historic Prehistoric
 Both

1914, Building Permit

*P7. Owner and Address: _____

*P8. Recorded by: (Name, affiliation, and address) Marina Khrustaleva
1422 Bank Street, Unit 6,
South Pasadena, CA 91030

*P9. Date Recorded: 02/15/2019

*P10. Survey Type: (Describe)

*P11. Report Citation: (Cite survey report and other sources, or enter "none.")

City of South Pasadena. Citywide Historic Context Statement. 2017

*Attachments: NONE Location Map Continuation Sheet Building, Structure, and Object Record
 Archaeological Record District Record Linear Feature Record Milling Station Record Rock Art Record
 Artifact Record Photograph Record Other (List): _____

State of California  The Resources Agency
 DEPARTMENT OF PARKS AND RECREATION
PRIMARY RECORD

Primary #
 HRI #
 Trinomial
 NRHP Status Code 5D1 (5D3)

Other
 Review Code

Reviewer

Date

Listings

Page 1 of 1 *Resource Name or #: (Assigned by recorder) 1507 Rollin Street
 P1. Other Identifier: _____

*P2. Location: Not for Publication Unrestricted

*a. County Los Angeles and (P2c, P2e, and P2b or P2d. Attach a Location Map as necessary.)

*b. USGS 7.5' Quad Los Angeles Date _____ T ___; R ___; ___ of ___ of Sec ___; ___ B.M.

c. Address 1507 Rollin Street City South Pasadena Zip 91030

d. UTM: (Give more than one for large and/or linear resources) Zone __, ___ mE/ ___ mN

e. Other Locational Data: (e.g., parcel #, directions to resource, elevation, decimal degrees, etc., as appropriate
 APN 5319-005-018

*P3a. Description: (Describe resource and its major elements. Include design, materials, condition, alterations, size, setting, and boundaries)

- Irregular plan, one-story Craftsman Bungalow
- Side-gabled roof
- Asymmetrical front elevation
- Corner porch with a stuccoed post and projecting rafters
- Projecting central window bay
- Wood shingles exterior cladding
- Central chimney
- Windows are replaced within original openings and trim
- Rear unit, minimally visible from the street, built in 1909 (according to the Building Permit)

P5a. Photograph or Drawing (Photograph required for buildings, structures, and objects.)



*P3b. Resource Attributes: (List attributes and codes) HP2 - single family property

*P4. Resources Present: Building
 Structure Object Site District
 Element of District Other (Isolates, etc.)

P5b. Description of Photo: (view, date, accession #) View South, 2/2018

*P6. Date Constructed/Age and Source: Historic Prehistoric
 Both

1914, Building Permit

*P7. Owner and Address:

*P8. Recorded by: (Name, affiliation, and address) Marina Khrustaleva
1422 Bank Street, Unit 6,
South Pasadena, CA 91030

*P9. Date Recorded: 02/15/2019

*P10. Survey Type: (Describe)

*P11. Report Citation: (Cite survey report and other sources, or enter "none.")

City of South Pasadena. Citywide Historic Context Statement. 2017

*Attachments: NONE Location Map Continuation Sheet Building, Structure, and Object Record
 Archaeological Record District Record Linear Feature Record Milling Station Record Rock Art Record
 Artifact Record Photograph Record Other (List): _____

State of California  The Resources Agency
 DEPARTMENT OF PARKS AND RECREATION
PRIMARY RECORD

Primary #
 HRI #
 Trinomial
 NRHP Status Code 5D1 (5D3)/5S3

Other
 Review Code

Reviewer

Date

Listings

Page 1 of 1 *Resource Name or #: (Assigned by recorder) 1510 Rollin Street
 P1. Other Identifier: _____

*P2. Location: Not for Publication Unrestricted

*a. County Los Angeles and (P2c, P2e, and P2b or P2d. Attach a Location Map as necessary.)

*b. USGS 7.5' Quad Los Angeles Date _____ T ____; R ____; ____ of ____ of Sec ____; ____ B.M.

c. Address 1510 Rollin Street City South Pasadena Zip 91030

d. UTM: (Give more than one for large and/or linear resources) Zone __, ____ mE/ ____ mN

e. Other Locational Data: (e.g., parcel #, directions to resource, elevation, decimal degrees, etc., as appropriate
 APN 5319-004-012

*P3a. Description: (Describe resource and its major elements. Include design, materials, condition, alterations, size, setting, and boundaries)

- Regular plan, one-story Craftsman Bungalow
- Front-gabled roof with overhanging eaves
- Symmetrical front elevation
- Full-width projecting front gabled porch with wood trusses, projecting rafters, and brick battered porch piers
- A solid wood entry door pierced by four vertical glass channels
- Wood shingles exterior cladding
- Two stuccoed side chimneys

This property was determined individually eligible for local listing in the 2017 Citywide Historic Context Statement.

P5a. Photograph or Drawing (Photograph required for buildings, structures, and objects.)



*P3b. Resource Attributes: (List attributes and codes) HP2 - single family property

*P4. Resources Present: Building
 Structure Object Site District
 Element of District Other (Isolates, etc.)

P5b. Description of Photo: (view, date, accession #) View North, 2/2018

*P6. Date Constructed/Age and Source: Historic Prehistoric
 Both

1910, Building Permit

*P7. Owner and Address:

*P8. Recorded by: (Name, affiliation, and address) Marina Khrustaleva
1422 Bank Street, Unit 6,
South Pasadena, CA 91030

*P9. Date Recorded: 02/15/2019

*P10. Survey Type: (Describe)

*P11. Report Citation: (Cite survey report and other sources, or enter "none.")

City of South Pasadena. Citywide Historic Context Statement. 2017

*Attachments: NONE Location Map Continuation Sheet Building, Structure, and Object Record
 Archaeological Record District Record Linear Feature Record Milling Station Record Rock Art Record
 Artifact Record Photograph Record Other (List): _____

State of California & The Resources Agency
 DEPARTMENT OF PARKS AND RECREATION
PRIMARY RECORD

Primary #
 HRI #
 Trinomial
 NRHP Status Code 5D1 (5D3)

Other
 Review Code

Reviewer

Date

Listings

Page 1 of 1 *Resource Name or #: (Assigned by recorder) 1512 Rollin Street
 P1. Other Identifier: _____

*P2. Location: Not for Publication Unrestricted

*a. County Los Angeles and (P2c, P2e, and P2b or P2d. Attach a Location Map as necessary.)

*b. USGS 7.5' Quad Los Angeles Date _____ T ___; R ___; ___ of ___ of Sec ___; ___ B.M.

c. Address 1512 Rollin Street City South Pasadena Zip 91030

d. UTM: (Give more than one for large and/or linear resources) Zone __, _____ mE/ _____ mN

e. Other Locational Data: (e.g., parcel #, directions to resource, elevation, decimal degrees, etc., as appropriate)
 APN 5319-004-011

*P3a. Description: (Describe resource and its major elements. Include design, materials, condition, alterations, size, setting, and boundaries)

- Irregular plan, one-story Vernacular Gabled Cottage
- Front-gabled steep roof with a horizontal louvered vent at the gable end
- Asymmetrical front elevation
- Wrapping-the-corner porch with beveled wood posts and simple railing
- Narrow vertical double-hung windows
- Wood siding exterior cladding
- Stuccoed stair side walls
- Replaced front door

P5a. Photograph or Drawing (Photograph required for buildings, structures, and objects.)



*P3b. Resource Attributes: (List attributes and codes) HP2 - single family property

*P4. Resources Present: Building
 Structure Object Site District
 Element of District Other (Isolates, etc.)

P5b. Description of Photo: (view, date, accession #) View North, 2/2018

*P6. Date Constructed/Age and Source: Historic Prehistoric
 Both

1890, County Assessor

*P7. Owner and Address: _____

*P8. Recorded by: (Name, affiliation, and address) Marina Khurstaleva
1422 Bank Street, Unit 6,
South Pasadena, CA 91030

*P9. Date Recorded: 02/15/2019

*P10. Survey Type: (Describe) _____

*P11. Report Citation: (Cite survey report and other sources, or enter "none.")

City of South Pasadena. Citywide Historic Context Statement. 2017

*Attachments: NONE Location Map Continuation Sheet Building, Structure, and Object Record
 Archaeological Record District Record Linear Feature Record Milling Station Record Rock Art Record
 Artifact Record Photograph Record Other (List): _____

ATTACHMENT - 6
Application Photographs



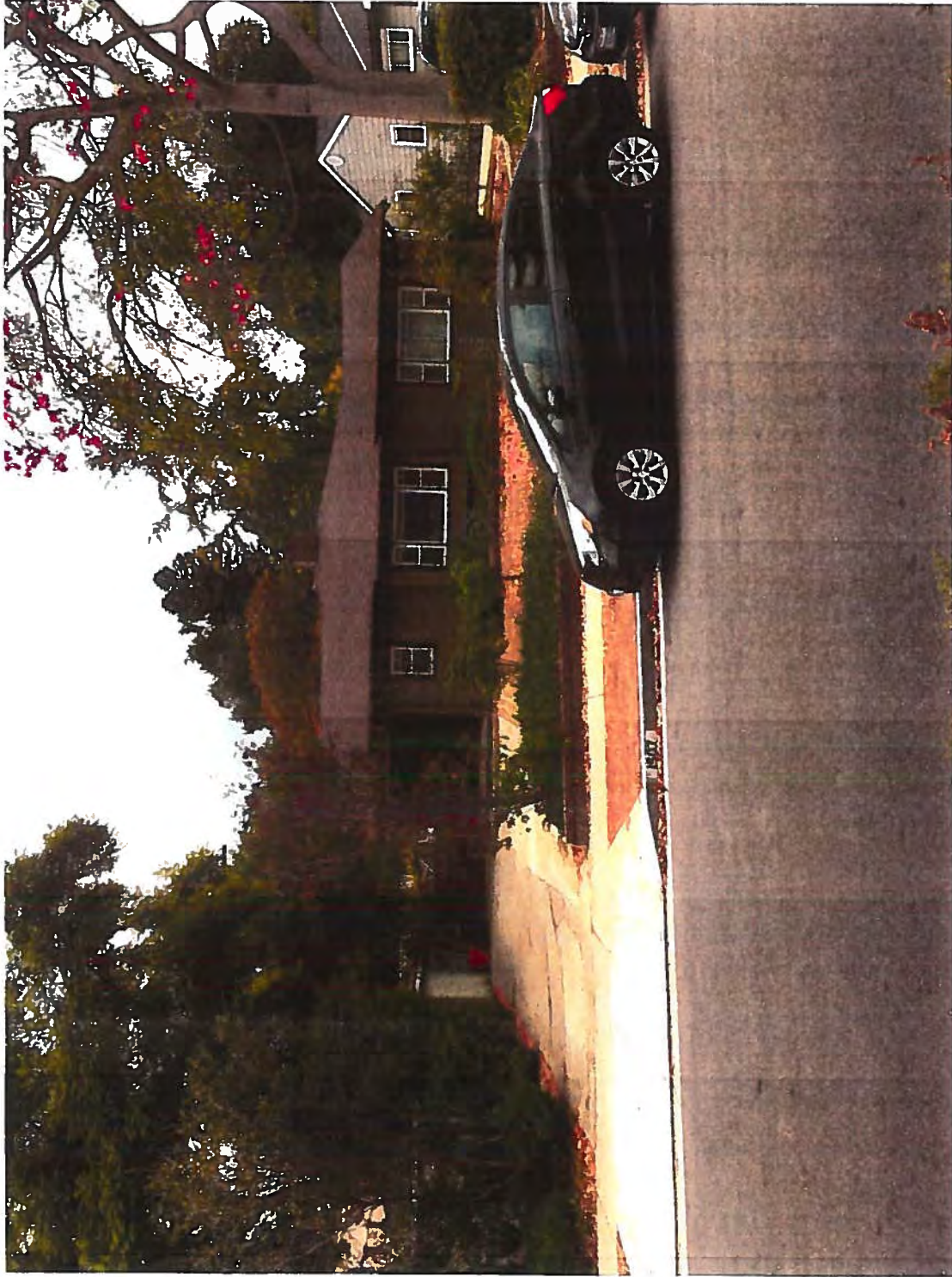
1500 Rollin Street



1501 Rollin Street



1506 Rollin Street
Front/South Elevation



1507 & 1507 ½ Rollin Street



1510 Rollin Street



1512 Rollin Street

ATTACHMENT - 7
CHC Meeting Minutes,
Dated March 15, 2018

MINUTES OF THE REGULAR MEETING OF THE
CULTURAL HERITAGE COMMISSION

CITY OF SOUTH PASADENA

CONVENED THIS 15TH DAY OF MARCH, 2018

AMEDEE O. "DICK" RICHARDS, JR. CITY COUNCIL CHAMBERS
1424 MISSION STREET

ROLL CALL

The meeting convened at: 6:45 pm

Commissioners Present: Mark Gallatin (Chair), Steve Friedman (Vice-Chair), Rebecca Thompson, Victor Holz

Commissioners Absent: 1 Vacancy

Council Liaison: Michael A. Cacclotti, Councilmember (absent)

Staff Liaison Present: Edwar Sissi, Assistant Planner; Knarik Vizcarra, Interim Senior Planner

Please Note: These Minutes are a summary of the meetings and are not a fully transcribed record. An audio recording of the meeting can be made available upon request with the City Clerk's Office.

NON-AGENDA PUBLIC COMMENT PERIOD

1. No public comment. Commissioner Gallatin noted the recent resignation of former Commissioner and Vice-Chair John Lesak and his appointment to serve on the Planning Commission. Commissioner Gallatin publicly expressed gratitude to Mr. Lesak and his service to the Cultural Heritage Commission.

CONSENT CALENDAR

2. **2060 Meridian Avenue (Notice of Intent to Demolish)**
Applicant: Ni Kongfu, Property Owner
Project No: 2079-DRX
Year Built: 1924

Project Description:

The Cultural Heritage Commission will consider a request for a CHC consent approval for a proposal to demolish the existing 252 sq. ft. detached garage that was built in 1924. The existing house is a 1,413 sq. ft. house on a 8,638 sq. ft. lot. The existing structures are not listed on the Inventory of Historic Resource; however, the structures are older than 45 years.

Note: Item was continued from last month's meeting.

Presentation:

No presentation was requested.

Public Comment:

No public comment.

10. Election of Subcommittee Members

Description:

The Commission will elect a member to serve on the two sub-committees whose seat has been vacated by the recent resignation of John Lesak. The subcommittees needing to be filled are for the following:

- The Rialto Subcommittee
- The Subcommittee pertaining to developing policy and guidelines for the administration of review for the proposed demolition of accessory/appurtenant structures over 45 years old.

Commission Questions & Discussion:

The Commission voted on whom to fill the recent vacancies of the above subcommittees due to John Lesak's resignation.

Commissioner Friedman: Volunteered to be on the Rialto Subcommittee

Commissioner Thompson: Volunteered to be on the Demolition Subcommittee

Reorganization Results:

Rialto Subcommittee: Commissioner Gallatin (unchanged), and Commissioner Friedman (Ayes, 4-0).

Demolition Subcommittee: Commissioner Holz (unchanged), and Commissioner Thompson (Ayes, 4-0).

11. Formation of a Subcommittee RE: Rollin Street Craftsman Cluster

***Note: This Item was reordered on the Agenda by the Commission to Item 9.*

Description:

The Commission will elect two members to serve on the Sub-Committee to review the proposed designation of the Rollin Street Craftsman Cluster into a Historic District in accordance to the designation procedures set forth in the City's Historic Preservation Ordinance.

Presentation:

Mr. Odom Stamps: Presented the project and presented residents of the historic neighborhood and their interest in establishing as an Official Historic District. Mr. Stamps noted that he came upon the eligible District as a uniquely distinctive cluster of small Craftsman style homes.

Commission Questions and Discussion:

Commissioner Fieldman: Noted that there was a property that was stricken on the application (1501 Rollin) and inquired why.

Mr. Stamps: noted that the last permit in the file was 1947, but it is not the original permit application and some permit records are missing and in fact no original building permit for any of the houses is on record with the City. 1501 Rollin is a question mark that will need further evaluation.

Commissioner Thompson: Asked Mr. Stamps if he had looked at the Sanborn Maps.

Mr. Stamps: Mentioned that he had not.

Commissioner Gallatin opened up the vote to form a subcommittee.

Commissioners Friedman and Thompson: voted to volunteer.

Decision:

Rollin Street Craftsman Cluster Historic District Subcommittee: Commissioner Friedman and Commissioner Thompson
(Ayes, 4-0).

COMMUNICATIONS

12. COMMENTS FROM COUNCIL LIASON:

No comments.

13. COMMENTS FROM COMMISSION:

The Commission discussed some potential volunteers to serve on the Commission to fill the current vacancy.

Commission Thompson: Noted that the open position should be posted on the City webpage for advertisement.

Commissioner Gallatin: Noted that some members of the public had contacted him to designate the Moreton Bay Fig Tree as a City Landmark. He noted the fig tree is in good shape and the first step for landmark designation is to form a subcommittee and if there were any volunteers.

Thompson: volunteered and asked how information can be obtained on it.

Commissioner Gallatin: Noted that the Librarian discovered that the tree was planted in the 1930s and is about 75 years old.

Commissioner Holz: Inquired what is involved with a subcommittee for designation of Landmarks.

Commissioner Gallatin: Explained the process as outlined in the Code.

Commissioner Holz: Noted that he is willing to volunteer for the subcommittee role for the fig tree Landmark.

Commissioner Gallatin: Also noted that the Julia Child family home is for sale and it is located on Pasadena Avenue in Pasadena which is in the Pasadena Avenue Historic District which also includes a few houses in South Pasadena on Columbia Street. The SPPF would like to work with the City of Pasadena, Pasadena Heritage, the City of South Pasadena, and maybe Caltrans, to work on a collaborative effort to nominate the district for National Register status. He asked staff to coordinate a meeting with him and SPPF and the City Manager to begin discussion on this.

Commissioner Holz: Inquired about drafting the report for the Library Landmark tree and if any examples exist.

Commissioner Thompson: Requested Staff to provide any example to herself and Commissioner Gallatin too.

Commissioner Friedman: Expressed concern over the proposed Rollin Craftsman Cluster District and that there was not enough information to make a determination. He inquired why the District only includes 5 houses and not the entire block. He expressed restraint over requesting an Architectural Assessment, and if Staff can source any additional information from the original writer of the DPR form it may be of help.



City Council Agenda Report

ITEM NO. 18

DATE: June 17, 2020

FROM: Stephanie DeWolfe, City Manager

PREPARED BY: Shahid Abbas, Public Works Director
Julian Lee, Deputy Public Works Director – Water & Sustainability
Arpy Kasparian, Water Conservation & Sustainability Analyst

SUBJECT: **Approval of the Fiscal Year 2020-21 Water Conservation Rebate Program in the Amount of \$115,000**

Recommendation

It is recommended that the City Council approve the Fiscal Year (FY) 2020-21 water conservation rebates and programs in the amount of \$115,000 funded from the existing Water Efficiency Fund.

Commission Review and Recommendation

This matter was reviewed by the Natural Resources and Environmental Commission (NREC) at their May 14, 2020 meeting. The Commission approved the proposed Water Conservation Rebates and Programs.

Executive Summary

Annually, the City Council adopts a water conservation program funded through a water efficiency fee billed to all City of South Pasadena (City) water customers. The program includes rebates, education/outreach, water conservation materials, and projects to promote water conservation throughout the City. From July 1, 2019 to March 31, 2020, the program paid out approximately \$14,899.00 in incentives to South Pasadena residents and businesses. These efforts helped the City reduce its water usage by 23% since 2013. The previous year's program focused on incentivizing and promoting outdoor water conservation efforts including upgrading irrigation systems, removing turf, and converting impervious surfaces.

However, this past year, participation in water conservation programs has significantly declined in the City, as well as throughout the region. This decline is likely caused by the perception of a lack of a drought condition and more relaxed views on water availability. In addition, promotion and outreach of the new rebates was paused for the most part of the fiscal year due to several factors including long processing times for MWD rebate updates, revisions to the outdated rebate applications, the reconstruction of the environmental programs website, and the Covid-19 pandemic.

The proposed water conservation program for the upcoming fiscal year will remain unchanged while staff conducts more in-depth research on local demand and new innovative water conservation methods. In addition, staff created a communications plan to improve outreach on the program. In order to continue the City's existing water conservation efforts and to further investigate the best available water conservation methods that would possibly lead to increased participation in the program, staff recommends that the City Council approve the proposed Water Conservation Program for FY 2020-21.

Background

Since the State of California declared a drought in January 2014, the City has made a concerted effort to increase water conservation and improve water efficiency. During the drought, the City met the State Water Resource Control Board (SWRCB) imposed water conservation requirements. Although the Governor rescinded the declared drought state of emergency in April 2017, provisions of Executive Order B-37-16, "Making Conservation a California Way of Life," were proclaimed to remain in full force and effect. In November 2019, the South Pasadena Green Action Plan (Green Plan) was adopted with a timeline of January 2020 to June 2021. "Enhance Water Conservation Projects and Programs" is one of the main goals of the plan and includes actions such as evaluating the feasibility of a greywater rebate program, promoting water conservation rebates offered by MWD, and providing educational materials and expert advice on water conservation practices. For the past year, the City's water use reduction was 23% in comparison to 2013. In order to improve the City's water conservation efforts, staff proposes no changes to the program while new programs and current demands are investigated to improve effectiveness of the program.

Community Outreach

When approved, the FY 2020-21 water rebate program information including guidelines and application forms will be included on the City's website, e-newsletter, and other social media channels. In addition, the budget includes sending out bill inserts and a newsletter which will incorporate information on water conservation rebates, education and programs. Lastly, staff created a communications plan for rebate program outreach. The plan identifies objectives and strategies for increasing awareness of current programs. Though staff resources are scarce, the Public Works department hopes to implement the plan as best as possible.

Discussion/Analysis

Annually, the City Council has adopted a water conservation program that includes rebates, education/outreach, water conservation material, and projects to promote water conservation throughout the City. For FY 2020-21, no changes will be made to the amounts offered for all rebate programs. However, after observing low demand for these types of programs, the overall budget has been reduced from \$150,000 to \$115,000. The remaining \$35,000 will be reallocated to an educational project aimed to increase awareness of water conservation and related programs. The table below is a comparison of the proposed FY 2020-21 water conservation funding to the existing FY 2019-20 funding and expenditures:

Proposed FY 2020-21 vs. Budgeted and Expended FY 2019-20 Water Conservation Rebate and Program Funding				
Water Conservation Rebate/Program	FY 2019-20 Budgeted	FY 2019-20 Expended (July 1 – March 31)	FY 2020-21 Proposed	Difference
MWD Additional Rebate Funding - Residential	\$20,000	\$7,205.04	\$25,000	\$5,000
MWD Additional Rebate Funding - Commercial	\$20,000	\$3,431.00	\$20,000	-
City Rebate Program - Residential	\$35,000	\$3,884.96	\$20,000	(\$15,000)
City Rebate Program - Commercial	\$30,000	\$378.00	\$20,000	(\$10,000)
Water-Use Surveys	\$20,000	\$0.00	\$5,000	(\$15,000)
Water Conservation Promotion	\$25,000	\$395.33	\$25,000	-
TOTAL:	\$150,000	\$15,294.33	\$115,000	(\$35,000)

The proposed water conservation program includes the following:

City Co-Funded Metropolitan Water District Rebates

The Metropolitan Water District (MWD) offers residential and commercial rebates on indoor and outdoor devices as well as turf removal through their SoCalWater\$mart Program. In addition, the City adds supplemental funds to these rebates. Residents and business owners can apply for these rebates directly through the SoCalWater\$mart website and receive rebate checks that include both the MWD and City contributions. The current FY 2019-20 budget includes \$20,000 for residential MWD rebates and \$20,000 for commercial MWD rebates.

The proposed FY 2020-21 budget includes \$25,000 for residential MWD rebates and \$20,000 for commercial MWD rebates. For FY 2020-21, MWD is offering the same rebates as the previous year; therefore, the proposed City incentives require the same funding amount as adopted in FY 2019-20. The overall residential MWD rebate budget for residential rebates is being increased by \$5,000. MWD offers a greater variety of rebates to residential customers; therefore, staff believe it would be best to reallocate some of the budget for City residential rebates to MWD-sponsored rebates and other programs. For a complete list of MWD rebates and City co-funding, see Tables 1 and 2 in the attachment.

City Rebate Program

In addition to the MWD rebates, the City has its own rebate program that offers rebates on water conservation devices and landscaping that are not offered through MWD. These City rebates address our local water conservation needs and further encourage South Pasadena residents and business owners to implement water saving practices and play an active role in conserving our water sources. The current FY 2019-20 budget includes \$35,000 for residential City rebates and \$30,000 for commercial City rebates.

The proposed FY 2020-21 budget includes \$20,000 for residential City rebates and \$20,000 for commercial City rebates. For a complete list of City rebates, see Table 3 in the attachment. The proposed City rebate program for FY 2020-21 will remain the same as the previous year. However, since the City offers only a few rebates, the overall budget for City residential and commercial rebates has decreased by \$15,000 and \$10,000 respectively. Reducing the budget allocated towards City rebates will allow staff to maximize resources for other water conservation programs.

Residential and Commercial Water-Use Assessments

The current FY 2019-20 program included Residential and Commercial Water Audit Surveys budgeted for \$20,000. Recently, the City partnered with San Gabriel Valley Energy Wise Partnership (SGVEWP) Program, which offers free energy and water assessments for homeowners as well as renters. City staff are working with SGVEWP to promote this program in conjunction with the rebate program. Therefore, the proposed budget for water-use assessments for FY 2020-21 has decreased to \$5,000.

Water Conservation Promotional Materials and Activities

The current budget for promoting water conservation for FY 2019-20 is \$25,000; the proposed FY 2020-21 budget is also \$25,000. Examples of items that are used to promote water conservation are buckets, low-flow aerators, tree water aids, water conservation brochures/pamphlets, newsletters, and other print media. Funds can also be used for events, programs, outreach, and community classes related to water conservation education.

Staff recognizes the decline in participation in current rebate programs and predict several factors led to it. To prevent confusion and misinformation, promotion of the new rebates was paused while MWD updated the co-fund amounts (6-8 week processing time) and staff revamped the rebate process with new and improved application forms, new rebate procedures, updated promotional flyers, and an enhanced environmental webpage. This, along with the delay in the adoption of the rebates, likely contributed to the low expenditures this fiscal year. In addition, after consulting with other local entities, staff found that the decline in participation was occurring regionally, not just in South Pasadena. The motivation behind the program in its early years was the devastating drought that had a tangible impact on all. As the state has moved out of this drought phase, consumers developed a more positive outlook on water availability. The “doom and gloom” of the drought is no longer a motivator. Moreover, the long standing of the program suggests that residents have already taken as much advantage of the available rebates as possible and the program is in need of more innovative solutions to water conservation.

With the completion of the program updates, the rebate communications plan, and the improved rebate process, staff is hopeful that an increased number of residents and businesses will take advantage of the program. Furthermore, staff will reevaluate the water conservation program throughout the 2020-21 fiscal year to determine if the current rebates and budget accommodate the demand and the needs of the City's customers. New rebate programs, such as a greywater systems rebate, is already being investigated by staff.

Next Steps

If approved, staff will continue to implement the communications plan as best as possible for the rebate program to promote greater participation. Staff will also use the next fiscal year to determine water conservation demands and explore new innovative water conservation programs including a greywater rebate program.

Legal Review

The City Attorney has reviewed this item.

Fiscal Impact

The FY 2020-21 Budget includes \$115,000 under the City's water conservation fund (Account No. 503-6010-6713-8032) which can only pay for water conservation projects. The revenue for water conservation programs is collected through a water efficiency fee of \$0.14 per unit of water billed to all city water customers. Annually, the City collects approximately \$207,000 in revenue to fund the City's water conservation program, including rebates, projects, and staff oversight of the programs.

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: Summary of FY 2020-21 Water Conservation Rebates

ATTACHMENT
Summary of FY 2020-21 Water Conservation
Rebates

Water Conservation Program Rebates

Table 1 and Table 2: The tables below summarize the proposed MWD rebates which will have a total proposed budget of \$25,000 for residential and \$20,000 for commercial for FY 2020-21. There are no changes in the co-fund amounts from the previous fiscal year.

Table 1: MWD <u>Residential</u> Rebates – FY 2020-21			
Rebate	MWD Incentive	City's Incentive	Total Customer Incentive
High Efficiency Clothes Washer	\$85	\$165	\$250
Premium High-Efficiency Toilet (1.1 gallon per flush)	\$40	\$110	\$150
Rotating Sprinkler Nozzles	\$2	\$0	\$2
Weather Based Irrigation Controller (less than one acre)	\$80	\$100	\$180
Weather Based Irrigation Controller (one acre or more)	\$35 per station	\$15 per station	\$50 per station
Soil Moisture Sensor System (less than one acre)	\$80	\$70	\$150
Soil Moisture Sensor System (one acre or more)	\$35 per station	\$15 per station	\$50 per station
Rain Barrel	\$35	\$0	\$35
Cistern (200-500 gallons)	\$250	\$0	\$250
Cistern (501-999 gallons)	\$300	\$0	\$300
Cistern (1000+ gallons)	\$350	\$0	\$350
Turf Removal	\$2 per ft ² (up to 5,000ft ²)	\$1 per ft ² (up to 1,500ft ²)	\$3 per ft ²

Table 2: MWD Commercial Rebates – FY 2020-21

Rebate	MWD Incentive	City's Incentive	Total Customer Incentive
Plumbing Flow Control Valve	\$5	\$0	\$5
Laminar Flow Restrictors	\$10	\$0	\$10
Premium High-Efficiency Toilet (1.1 gallon per flush) - Commercial	\$40	\$110	\$150
Premium High-Efficiency Toilet (1.1 gallon per flush) - Multifamily	\$40	\$110	\$150
Zero Water Urinals	\$200	\$0	\$200
Ultra Low Water Urinal	\$200	\$0	\$200
Weather Based Irrigation Controller (one acre or more)	\$35 per station	\$15 per station	\$50 per station
Central Computer Irrigation Controller	\$35 per station	\$0	\$35 per station
Soil Moisture Sensor System (one acre or more)	\$35 per station	\$15 per station	\$50 per station
Large Rotary Nozzles	\$13 per set	\$0	\$13 per set
Rotating Sprinkler Nozzles	\$2	\$0	\$2
In-Stem Flow Regulator	\$1	\$0	\$1
pH-Cooling Tower Controller	\$1,750	\$0	\$1,750
Cooling Tower Conductivity Controller	\$625	\$0	\$625
Dry Vacuum Pump	\$125 per 0.5 HP	\$0	\$125 per 0.5 HP
Connectionless Food Steamers	\$485 per compartment	\$0	\$485 per compartment
Ice-Making Machines	\$1,000	\$0	\$1,000
Turf Removal	\$2 per ft ² (up to 50,000ft ²)	\$0.50 per ft ² (up to 1,500ft ²)	\$2.50 per ft ²

Table 3: The table below summarizes the proposed City Rebate Program which will have a total proposed budget of \$20,000 for residential and \$20,000 for commercial for FY 2020-21.

Table 3: City Rebate Program - FY 2020-21	
Commercial and Residential Rebate	Rebate Amount
Water Efficient (Drought Tolerant) Plants	\$600
Native Trees (10 trees maximum)	\$50 per tree
Drip Irrigation Conversion	\$150
Rotating Sprinkler Nozzles (10-29 nozzles)	\$2 per nozzle
Impervious Surface Conversion (minimum 200 ft ² , maximum 1,000ft ²)	\$2 per ft ²



City Council Agenda Report

ITEM NO. 19

DATE: June 17, 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: **Al Fresco Dining and Retail Pilot Program to Temporarily Relax Temporary Use Permit, Encroachment Permit and Parking Requirements to Support Local Businesses**

Recommendation

It is recommended that the City Council receive and file information regarding the Al Fresco Dining and Retail Pilot Program to temporarily relax Temporary Use Permit (TUP), Encroachment Permit, and parking requirements authorized by the June 17, 2020 Local Emergency Declaration Resolution.

Discussion/Analysis

To support local businesses during the Coronavirus pandemic the City Manager can temporarily relax the existing TUP, Encroachment Permit, and parking requirements to facilitate the use of outdoor spaces for dining and retail purposes while maintaining the necessary social distancing protocols. For the duration of the Local Emergency Declaration (LED), local businesses may apply for temporary use of off-street parking and limited other right-of-way and private spaces for additional outdoor dining and retail purposes. Under Section 11 Emergency Authority of the March 18, 2020, LED, the City Manager may “take any measures necessary to protect and preserve public health and safety,” including the relaxation of permit and parking requirements. The temporary relaxation of TUP, encroachment permit, and parking requirements for the Al Fresco Dining and Retail Pilot Program is authorized by the June 17, 2020, LED Resolution.

South Pasadena Municipal Code Section (SPMC)	Existing Requirement	LED Requirement
Outdoor Dining SPMC Section	An outdoor dining or seating area for restaurants or other establishments with a public eating license shall require approval of an Administrative Use Permit, and shall be developed in compliance with an	Temporary outdoor dining in compliance with an approved site plan which indicates the areas dedicated for outdoor dining and the maximum seating capacity while maintaining the appropriate social

36.350.130	approved site plan which indicates the areas dedicated for outdoor dining and the maximum seating capacity for the outdoor dining area. Outdoor dining establishments shall operate in compliance with Section 36.300.110 (Performance Standards).	distancing protocols shall be subject to the approval of a TUP.
Outdoor Display and Retail Activities SPMC Section 36.350.140	Outdoor displays incidental and complementary to an allowed use on commercially or publicly zoned parcels shall be subject to the approval of an Administrative Use Permit approved by the Planning Director.	Temporary outdoor retail displays shall be subject to the approval of a TUP.
Temporary Use Permit SPMC Section 36.410.050	<p>In issuing a Temporary Use Permit, the Planning Director may impose requirements deemed reasonable and necessary to preserve the public health, safety, and general welfare.</p> <p>Any activity involving a temporary street closure shall require a Street Closure Permit from the Public Works Department, and compliance with all applicable requirements.</p>	<p>Temporary outdoor dining and retail located within existing on-site parking or other private spaces must adhere to the appropriate social distancing protocols established by the Los Angeles County Department of Public Health.</p> <p>The Planning Director may impose requirements deemed reasonable and necessary to preserve the public health, safety, and general welfare.</p> <p>Any activity involving a temporary street closure shall require a Street Closure Permit from the Public Works Department, and compliance with all applicable requirements.</p>
General Parking Regulations SPMC Section 36.310.030	Parking and loading spaces shall be permanently available, marked and maintained for parking or loading purposes for the use they are intended to serve. The Planning Director may approve the temporary reduction of parking or loading spaces in conjunction with a seasonal or temporary use.	<p>Temporarily reducing parking or loading spaces to provide temporary outdoor dining or retail space shall be subject to the approval of a TUP.</p> <p>Temporarily using on-street parking spaces shall be subject to a temporary encroachment permit.</p>

	Required off-street parking areas shall be used exclusively for the temporary parking of vehicles and shall not be used for the sale, lease, display, repair, or storage of vehicles, trailers, boats, campers, mobile homes, merchandise, or equipment, or for any other use not authorized by the provisions of this Zoning Code.	
Number of Parking Spaces Required SPMC Section 36.310.040	Each use shall provide at least the minimum number of parking spaces required by this Division. Expansion of structure, change in use. When an existing nonresidential structure is enlarged or increased in capacity, or when a change or expansion in use requires more parking than is presently provided, additional parking spaces shall be required only for the addition, enlargement, change or expansion of use, and not for the entire structure.	Temporary use of up to 50 percent, or as approved by the Planning Director, of existing on-site parking to provide additional outdoor dining and retail space while maintaining all existing disabled/handicapped parking shall be subject to the approval of a TUP.

The proposed Al Fresco Dining and Retail Pilot Program will include two phases. The first phase will focus on businesses that are interested in utilizing the parking lane in front of their business to provide a designated curbside pick-up area; or utilizing their off-street parking or other private spaces for outdoor dining or retail purposes. Creating designated curbside pick-up areas could be implemented quickly utilizing temporary signage. Utilizing existing parking lots or other private spaces would require a relaxation of parking and TUP requirements. The second phase will extend the pilot program to include the use of on-street parking spaces or side streets to provide additional space for outdoor dining and retail. The second phase will require the acquisition of safety barriers to ensure adequate protection is provided to physically separate vehicles from people. Staff will explore possible grant opportunities to help offset the cost of acquiring barricades. Businesses interested in utilizing the parking lane or closing a side street would need to obtain a temporary encroachment permit from Public Works and a TUP from Planning.

Next Steps

1. Phase 1 - Initiate a pilot program to utilize off-street parking and other private spaces for outdoor dining and retail purposes; and utilize the parking lane in front of businesses to

- provide a designated pick-up area.
2. Phase 2 - Present the program elements of utilizing the parking lane or side streets to the Mobility, Infrastructure, and Transportation Commission. Consider the use of alternative and creative barriers while preserving pedestrian safety. Extend the pilot program to include the use of the parking lane or side streets for outdoor dining and retail purposes. Staff will work with the Chamber of Commerce to conduct additional outreach with local businesses to identify clusters of businesses to determine the most appropriate locations for parking lane or street closures. The estimated cost of barriers for the parking lane or street closures is approximately \$10,000 per block for a one month period. Staff will pursue grant opportunities to help offset these costs and will return to Council for approval prior to the issuance of any contracts.
 3. The temporary relaxation of TUP and parking requirements is valid for 90-days following the City Council's proclamation to terminate the emergency declaration.
 4. Based on further outreach and lessons learned, consider modifying the temporary use of parking lanes into a permanent parklet program.

Background

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 18, 2020, the City Council adopted a Resolution proclaiming a local emergency due to the COVID-19 outbreak and authorized the City Manager to take all necessary actions as the Director of Emergency Services.

Legal Review

The City Attorney has reviewed this item.

Fiscal Impact

During the temporary relaxation of TUP and temporary encroachment permit requirements, no fees would be required for a TUP, or temporary encroachment permit. This would include the \$461 for the TUP application, and \$105 for a temporary encroachment permit. Staff will explore grant opportunities and the use of Community Development Block Grant funds to pay for pedestrian protections.

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: Al Fresco Dining and Retail Pilot Program Temporary Use Permit, Encroachment Permit, and Parking Requirements

ATTACHMENT 1

Al Fresco Dining and Retail Pilot Program: Temporary Use Permit, Encroachment Permit, and Parking Requirements

Al Fresco Dining and Retail Pilot Program: Temporary Use Permit, Encroachment Permit, and Parking Requirements

The Planning Director shall review and approve a Temporary Use Permit (TUP) for temporary outdoor dining and retail display in accordance with South Pasadena Municipal Code (SPMC) Section 36.410.059. Temporary outdoor dining and retail uses in association with the Coronavirus shall adhere to the appropriate social distancing protocols established by the Los Angeles County Department of Public Health and may be established within existing on-site parking or other private spaces. The TUP may be issued until the March 18, 2020 Local Emergency Declaration has been lifted. Use of on-street parking or street closures will be subject to a temporary encroachment permit.

Parking and Loading Spaces Reduction

A temporary reduction of up to 50% of existing parking or loading spaces, or as approved by the Planning Director, to accommodate additional outdoor dining or retail space under this program.

Outdoor Dining

- A. Review requirement. A temporary outdoor dining or seating area for restaurants or other establishments with a public eating license in association with the Coronavirus shall require approval of a Temporary Use Permit, and shall be developed in compliance with an approved site plan which indicates the areas dedicated for outdoor dining and the maximum seating capacity for the outdoor dining area in accordance with the appropriate social distancing protocols. The following standards from SPMC Section 36.350.130 (Outdoor Dining) as modified shall be followed:
- B. Location requirements.
 1. Patron tables and other outdoor dining area components shall be located on the same site as the other facilities of the restaurant or within nearby public right-of-way.
 2. All seating shall ensure enough space to adhere to the appropriate social distancing protocols.
 3. If any portion of the outdoor dining area is to be located within a public right-of-way, an Encroachment Permit shall be obtained in compliance with the Municipal Code concurrent with the approval of a Temporary Use Permit for the outdoor dining area.
 4. When located immediately adjacent to a residential use, provisions shall be made to minimize noise, light, and odor impacts on the residential use.
- C. Hours of operation. The hours and days of operation of the outdoor dining area shall be the same as the hours and days of operation of the primary business and shall be identified in the approved Temporary Use Permit.
- D. Lighting. Illuminated outdoor dining areas shall incorporate lighting which shall be installed to prevent glare onto, or direct illumination of, any residential property or use, in compliance with Section 36.300.090 (Outdoor Lighting).
- E. Alcoholic beverage sales. A restaurant that proposes to serve alcoholic beverages within an outdoor dining area shall comply with the standards established by the State Department of Alcoholic Beverage Control. The dining area shall be:
 1. Physically defined and clearly a part of the restaurant it serves; and

2. Supervised by a restaurant employee to ensure compliance with laws regarding the on-site consumption of alcoholic beverages.
- F. Operating requirements.
1. Clean-up facilities and maintenance. Outdoor dining areas shall be kept in a clean condition and free of litter and food items which constitute a nuisance to public health, safety, and welfare.
 2. Outdoor cooking. Cooking within an outdoor dining area may occur only with Administrative Use Permit approval.
 3. Placement of tables. Tables shall be placed only in the locations shown on the approved site plan.
- G. Design compatibility. The following standards are intended to ensure compatibility with surrounding uses and a high standard of design quality wherever possible.
1. Outdoor dining areas and associated structural elements, awnings, covers, furniture, umbrellas, or other physical elements which are visible from the public rights-of-way, shall be compatible with the overall design of the main structures.
 2. The use of awnings, plants, umbrellas, and other human scale elements is encouraged to enhance the pedestrian experience.
 3. The relationship of outdoor dining areas to churches, hospitals, public schools, and residential uses shall be considered by the Director. Proper mitigation measures should be applied to eliminate potential impacts related to glare, light, loitering, and noise.
 4. Outdoor dining areas shall maintain adequate vehicular or pedestrian traffic flow.
- H. Additional standards. At the discretion of the Director, the following additional standards may apply to outdoor dining areas. The applicability of these standards shall be specified in the permit approving the outdoor seating area.
1. Amplified sound and music may be prohibited within the outdoor dining area.
 2. A sound buffering, acoustic wall may be required along property lines adjacent to the outdoor dining area. The design and height of the wall shall be approved by the Director.

Outdoor Display and Retail Activities.

- A. Accessory outdoor display. Outdoor displays incidental and complementary to an allowed use on commercially or publicly zoned parcels shall be subject to the approval of a Temporary Use Permit approved by the Director, and all of the following standards, as modified from SPMC Section 36.350.140.
1. Outdoor displays shall be:
 - a. Compliant with to the appropriate social distancing protocols established by the Los Angeles County Department of Public Health.
 - b. Approved with a defined fixed location that does not disrupt the normal function of the site or its circulation, and does not encroach upon driveways, landscaped areas, or parking spaces. Displays shall not obstruct traffic safety sight areas or otherwise create hazards for vehicle or pedestrian traffic. They shall also be placed so that the clear space for the passage of pedestrians upon the sidewalk is not reduced to less than six feet on minor arterials and eight feet on major arterials. All placement within the public right-of-way shall require the approval of an encroachment from the Public Works Director.

- c. Directly related to a business occupying a permanent structure on the same site, and shall display only goods of the primary business on the same site, provided that display may extend into or enter over any public sidewalk by a maximum of two feet, where authorized by an Encroachment Permit issued by the Public Works Director;
 - d. Limited to the hours of operation of the business, be portable and removed from public view at the close of each business day.
 - e. Managed so that display structures and goods are maintained at all times in a clean and neat condition, and in good repair;
 - f. All temporary displays shall ensure enough space to adhere to the appropriate social distancing protocols; and
 - g. Placed to not block structure entrances and on-site driveways.
2. Outdoor displays shall not be:
- a. Placed within 100 feet of any residential dwelling, except for mixed-use projects; or
 - b. Placed so as to impede or interfere with the reasonable use of the store front windows for display purposes.



City Council Agenda Report

ITEM NO. 20

DATE: June 17, 2020

FROM: Stephanie DeWolfe, City Manager

PREPARED BY: Teresa L. Highsmith, City Attorney

SUBJECT: **Adoption of a Resolution Continuing the Proclamation of a Local Emergency Due to the Outbreak of COVID-19; Amending Regulations for Private Facilities and Public Gatherings; Reinstating the Parking Pass Program; Approving the Temporary Relaxation of Temporary Use Permit; Encroachment Permit, and Parking Requirements for the Al Fresco Dining and Retail Program; 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. Amending regulations for private facilities and public gatherings;
3. Reinstating the Overnight Parking Pass Program effective July 6;
4. Approving the temporary relaxation of Temporary Use Permit, encroachment permit, and parking requirements for the Al Fresco Dining and Retail Pilot Program; and
5. Authorizing the City Manager to take all necessary actions as the Director of Emergency Services.

Discussion/Analysis

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 No. 7646 was superseded by Resolution No. 7648, adopted by the City Council on May 6, 2020, continuing the declaration of a local emergency, adopting the April 14, 2020 Executive Order of the Los Angeles Board of Supervisors by reference, and imposing additional restrictions. The City Council is requested to consider a new resolution, superseding all prior resolutions, to clarify past provisions, reinstate the City's Parking Pass Program, and to continue the declaration of local emergency. The proposed actions to preserve life, property, and public order are consistent with California Government Code section 8634 and South Pasadena Municipal Code Chapter 11.

Declaration of Local Emergency

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The Los Angeles County Health Officer recently amended the local Safer at Home order to be consistent with the Governor's and State Public Health Officer's orders. The new order, titled "Reopening Safer at Work and in the Community for Control of COVID-19," loosens certain restrictions on public gatherings and private businesses, while limiting residents' exposure.

Resolution No. 7648 may be interpreted more stringently than the Los Angeles County Health Officer's May 29, 2020 order. Section 6 of the order states, "This Order does not supersede any stricter limitation imposed by a local public entity within the County of Los Angeles Public Health Jurisdiction." Absent City Council action, local businesses and residents may be subject to stricter requirements than residents of Los Angeles County generally.

Additionally, Resolution No. 7648, Section 11 reinstates the overnight parking pass program, including the potential for citations for parking violations, effective July 6, 2020.

Resolution No. 7648 approves the creation of an Al Fresco Dining and Retail Program to temporarily relax Temporary Use Permit, Encroachment Permit, and parking requirements in order to facilitate the use of outdoor spaces for dining and retail purposes while maintaining the necessary social distancing protocols. This temporary program is valid for 90 days after the termination of the Declaration of Local Emergency.

Background

An outbreak of pneumonia in Wuhan, China was reported to the World Health Organization 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 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 13, 2020, President Donald Trump declared a national emergency as a result of COVID-19.

The State Public Health Officer issued the "Stay at Home" order on March 19, 2020. The Los Angeles County Health Officer on March 21, 2020 followed with the "Safer at Home" order. On April 28, 2020, Governor Gavin Newsom announced a 4-stage transition plan, titled "California's Pandemic Resilience Roadmap," to end the State Stay at Home order. The Stay at Home order and Safer at Home Order were last revised on May 7, 2020 and May 29, 2020 respectively.

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 costs of responding to COVID-19 are unknown

Declaration of Local Emergency

June 17, 2020

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at this time due to evolving conditions, but are being tracked by staff. The reinstatement of the City's Parking Pass Program may generate additional revenue. During the temporary relaxation of TUP and temporary encroachment permit requirements for the Al Fresco Dining and Retail Program, no fees would be required for a TUP, or temporary encroachment permit. This would include the \$461 for the TUP application, and \$105 for a temporary encroachment permit.

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 No. 7657

ATTACHMENT 1
City Council Resolution No. 7657

RESOLUTION NO. 7657

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, AMENDING REGULATIONS FOR PRIVATE FACILITIES AND PUBLIC GATHERINGS, REINSTATING THE PARKING PASS PROGRAM, AND AUTHORIZING THE CITY MANAGER TO CONTINUE TO TAKE ALL NECESSARY ACTIONS AS THE DIRECTOR OF EMERGENCY SERVICES

WHEREAS, in December 2019, a novel severe acute respiratory syndrome coronavirus², known as SARS-CoV-2 which has also been referred to as COVID-19, 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 18, 2020, the South Pasadena City Council adopted Resolution No. 7646 declaring a local emergency, restricting private and public gatherings, and establishing protections for residential and commercial tenants, among other things;

WHEREAS, on March 19, 2020, the State Public Health Officer issued the “Stay at Home” order;

WHEREAS, on March 21, 2020, the Los Angeles County Health Officer issued the “Safer at Home” order;

WHEREAS, on April 28, 2020, Governor Gavin Newsom announced a 4-stage transition plan, titled “California’s Pandemic Resilience Roadmap,” to end the Stay at Home order;

WHEREAS, on May 6, 2020, the South Pasadena City Council adopted Resolution No. 7648 proclaiming the continuation of a local emergency and, among other things, suspended water and sewer utility terminations and the City’s Parking Pass Program;

WHEREAS, on May 7, 2020, the State Public Health Officer amended the Stay at Home order to allow for the reopening of lower-risk workplaces;

WHEREAS, on May 29, 2020, the Los Angeles County Health Officer amended the Safer at Home order with a new order titled “Reopening Safer at Work and in the Community for Control of COVID-19,” attached as Attachment A, which seeks to limit residents’ exposure during Los Angeles County’s transition through Stage 2 of California’s Pandemic Resilience Roadmap;

WHEREAS, Section 6 of the Los Angeles County Health Officer’s May 29, 2020 order states, “This Order does not supersede any stricter limitation imposed by a local public entity within the County of Los Angeles Public Health Jurisdiction;”

WHEREAS, the South Pasadena City Council desires to amend Resolution No. 7648 to make any local regulations on public gatherings or private facilities as permissive as the Los Angeles County Health Officer’s May 29, 2020 order and any subsequent Los Angeles County Health Officer orders;

WHEREAS, the South Pasadena City Council desires to amend Resolution No. 7648 to resume the City’s Parking Pass Program;

WHEREAS, the June 3, 2020 City Council meeting was postponed to June 10, 2020, and on June 10, 2020, the City Council continued the discussion on Resolution No. 7657 to the next City Council meeting on June 17, 2020; and

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

WHEREAS, Chapter 11 of the South Pasadena Municipal Code empowers the City Council to proclaim the existence or threatened existence of a local emergency and to issue rules and regulations on matters reasonably related to the protection of life and property as affected by such emergency;

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”; and

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 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 SARS-CoV-2 (COVID-19).

SECTION 3. Regulation of Public Gatherings. Any local regulations on public gatherings are ordered to be as permissive as the Los Angeles County Health Officer’s May 29, 2020 order and any subsequent Los Angeles County Health Officer orders;

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. Any local regulations on private facilities are ordered to be as permissive as the Los Angeles County Health Officer’s May 29, 2020 order and any subsequent Los Angeles County Health Officer orders;

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. The April 14, 2020 Executive Order of the Los Angeles Board of Supervisors, attached as Attachment B, which expands an existing temporary rent freeze and moratorium on evictions of both commercial and residential tenants in

parts of Los Angeles County in response to the COVID-19 health emergency is adopted by reference and incorporated into this Resolution.

SECTION 10. Suspension of Utility Terminations. 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;
- b) The imposition of late payment penalties or fees for delinquent water and/or sewer bills;

SECTION 11. Reinstatement of Parking Pass Program. Effective July 6, 2020, the City hereby reinstates the Parking Pass Program and authorizes the issuance of overnight parking passes and the imposition of late payment penalties or fees for parking violations.

SECTION 12. 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 13. Al Fresco Dining and Retail Program. To support local businesses during the Coronavirus pandemic, an Al Fresco Dining and Retail Pilot Program, as set forth in Exhibit A, is approved to temporarily relax Temporary Use Permit (TUP), Encroachment Permit, and parking requirements in order to facilitate the use of outdoor spaces for dining and retail purposes while maintaining the necessary social distancing protocols. This temporary program is valid for 90 days after the termination of the Declaration of Local Emergency.

SECTION 14. 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 15. 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 16. 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 17. 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 18. Cost Accounting. City staff will continue to account for their time and expenses related to addressing the local emergency caused by COVID-19.

SECTION 19. 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 20. Supersedes. This Resolution restates and supersedes the declaration of emergency set forth in Resolution No. 7648.

SECTION 21. 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 22. 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 17th day of June, 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 17th day of June, 2020, by the following vote:

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

NOES: None

ABSENT: None

ABSTAINED: None

Evelyn G. Zneimer, City Clerk
(seal)

**REOPENING SAFER AT WORK AND IN THE COMMUNITY
FOR CONTROL OF COVID-19
MOVING THE COUNTY OF LOS ANGELES THROUGH
STAGE 2 OF CALIFORNIA'S PANDEMIC
RESILIENCE ROADMAP**

Revised Order Issued: May 29, 2020

**Please read this Order carefully. Violation of or failure to comply
with this Order is a crime punishable by fine, imprisonment, or both.
(California Health and Safety Code §120295; Los Angeles County Code § 11.02.080.)**

SUMMARY OF THE ORDER: This Revised County of Los Angeles Health Officer Order (Order) supersedes all prior Safer At Home orders (Prior Orders) issued by the County of Los Angeles Health Officer (Health Officer). This Order is issued to comply with State Executive Orders N-33-20 and N-60-20 issued by Governor Gavin Newsom, and the accompanying orders of the State Public Health Officer issued on March 19 and May 7, 2020. The State Public Health Officer has articulated a 4 Stage framework – California Pandemic Resilience Roadmap to inform the State's actions that reintroduce activities and sectors in a phased manner and with necessary modifications to protect health and safety, and to lower the risk of Novel Coronavirus Disease (COVID-19) transmission and outbreaks in a community.

This Order is issued to align the County of Los Angeles (County) with State Executive Orders and State Health Officer Orders that support the phased reopening of the California Pandemic Resilience Roadmap. This Order will be revised in the future to reflect the State Executive Orders and State Public Health Officer Orders that progressively designate sectors, businesses, establishments, or activities that may reopen with certain modifications, based on health and safety needs and at a pace designed to protect health and safety. Changes from the previous Order are highlighted. Should local COVID-19 conditions warrant, the Health Officer may, after consultation with the Board of Supervisors, issue Orders that are more restrictive than those of the State Public Health Officer.

This Order allows persons to engage in all permitted activities, as defined by the Order, but requires that persons practice Social (Physical) Distancing, at all times while out in public and wear a cloth face covering when in contact with others, to lower the risks of person-to-person contact for themselves and others.

This Order is effective within the County of Los Angeles Public Health Jurisdiction, defined as all cities and unincorporated areas within the County of Los Angeles with the exception of the cities of Long Beach and Pasadena. This Order is effective immediately and will continue until further notice.

**UNDER THE AUTHORITY OF CALIFORNIA HEALTH AND
SAFETY CODE SECTIONS 101040, 101085, AND 120175,
THE COUNTY OF LOS ANGELES HEALTH OFFICER ORDERS:**

1. This Order supersedes the Health Officer's Prior Orders. In light of the progress achieved in slowing the spread of COVID-19 in the County, this Order aligns the County with the State Public Health Officer's phased reopening approach guided by the California Pandemic Resilience Roadmap. The Order allows the conditional reopening of activities and business sectors with modifications to lower the risk of person-to-person transmission of COVID-19, ensuring continued Social (Physical) Distancing and adherence to other infection control protocols as provided below. The Health Officer will assess the phased reopening allowed by the State Public Health Officer and this Order on an ongoing basis and determine, after consultation with the Board of Supervisors, whether this Order needs to be modified if the public health risk associated with COVID-19 increases in the future.
2. This Order's intent is to continue to ensure that County residents remain in their residences as much as practicable, to limit close contact with others outside their household in both indoor and outdoor spaces. All persons who can telework or work from home should continue to do so as much as possible during this pandemic. Sustained Social (Physical) Distancing and infection control measures will continue slowing the spread of COVID-19 and diminishing its impact on the delivery of critical healthcare services. All provisions of this Order must be interpreted to effectuate that intent. Failure to comply with any of the Order's provisions constitutes an imminent threat and menace to public health, and a public nuisance, and is punishable by fine, imprisonment or both.
3. All persons living within the County of Los Angeles Public Health Jurisdiction should remain in their residences whenever practicable.
 - a) Nothing in this Order prohibits members of a single household or living unit from engaging in permitted activities together. But gatherings of people who are *not* part of a single household or living unit are prohibited within the County of Los Angeles Public Health Jurisdiction, except for the limited purposes expressly permitted by this Order.
 - b) People leaving their residences must strictly comply with the Social (Physical) Distancing requirements stated in this Order and specified in guidance or protocols established by the County Department of Public Health; this includes wearing a cloth face covering whenever there is or can be contact with others who are non-household members in both public and private places, which reduces the risk of transmission to others from people who do not have symptoms and do not know they are infected. The use of face coverings is commonly referred to as "source control."
 - c) Persons and businesses within the County of Los Angeles Public Health Jurisdiction are required to follow the COVID-19 infection control protocols and guidance provided by the County Department of Public Health. In instances where the County has not provided a specific guidance or protocol, specific guidance or protocols established by the State Public Health Officer shall control.

- d) Pursuant to the State of California's action¹ and the United States District Court Central District of California's order,² jurisdictions within the County of Los Angeles Public Health Jurisdiction are expected to comply with the provision of hotel and motel rooms for vulnerable people experiencing homelessness through Project Roomkey, which slows the spread of COVID-19 and retains capacity of the healthcare system.
4. All people residing within the County of Los Angeles Public Health Jurisdiction who are age 65 or older and all people of any age who have active or unstable pre-existing health conditions, should remain in their residences as much as possible during the pandemic. People in these categories should leave their residences only when necessary to seek medical care, exercise or obtain food or other necessities. The Health Officer strongly recommends that all employers offer telework or other accommodations to persons who are age 65 or older and all people of any age who have an active or unstable pre-existing health conditions.
5. All government agencies working in the course and scope of their public service employment are Essential Government Functions.
- a) All government employees are essential, including but not limited to, health care providers and emergency responders including employees who serve in the following areas: law enforcement; emergency services and management; first responders; fire; search and rescue; juvenile detention; corrections; healthcare services and operations; public health; laboratory or medical testing; mental health; community health; public works; executive management employees serving in these fields; all employees assigned to serve in or support the foregoing fields; and all employees whose services are otherwise needed to assist in a declared emergency.
- b) While all government employees are essential, the employees identified here, and others called to serve in their Disaster Service Worker capacity, must be available to serve the public or assist in response or continuity of operations efforts during this health crisis to the maximum extent allowed under the law.
- c) This Order does not, in any way, restrict (a) first responder access to the site(s) named in this Order during an emergency or (b) local, state or federal officers, investigators, or medical or law enforcement personnel from carrying out their lawful duties at the site(s) named in this Order.
- d) All persons who perform Essential Governmental Functions are categorically exempt from this Order while performing such governmental functions or services. Each governmental entity shall identify and designate appropriate employees or contractors to continue providing and carrying out any Essential Governmental

¹ Office of Governor Gavin Newsom, Action re: Project Roomkey, 4/3/2020, <https://www.gov.ca.gov/2020/04/03/at-newly-converted-motel-governor-newsom-launches-project-roomkey-a-first-in-the-nation-initiative-to-secure-hotel-motel-rooms-to-protect-homeless-individuals-from-covid-19/>; 2020-21 May Revision to the Governor's Budget, Project Roomkey, pg. 78-79

² Order re: Preliminary Injunction (Case No. LA CV 20-02291-DOC-KES), LA Alliance for Human Rights et al v. City of Los Angeles et al, States District Court Central District of California, 5/15/2020.

Functions. All Essential Governmental Functions should be performed in compliance with Social (Physical) Distancing, to the extent possible.

6. This Order does not supersede any stricter limitation imposed by a local public entity within the County of Los Angeles Public Health Jurisdiction.
7. The Health Officer orders the continued closure, as specified in the State Health Officer Orders, of the following types of higher-risk businesses, recreational sites, commercial properties, and activities, where more frequent and prolonged person-to-person contacts are likely to occur:
 - a) Bars and nightclubs;
 - b) Gyms and fitness centers;
 - c) Movie theaters, live performance theaters, concert halls and venues, stadiums, arenas, gaming facilities, theme parks, and festivals;
 - d) Bowling alleys and arcades;
 - e) Public piers;
 - f) Personal care establishments, currently required by the State to remain closed, including nail salons, massage and body art establishments;
 - g) Indoor and outdoor playgrounds for children, except those located within a childcare center;
 - h) Community centers, including public pools, but specifically excluding pools, hot tubs, and saunas that are in a multi-unit residence or part of a Homeowners' Association;
 - i) Indoor museums, indoor children museums, gallery spaces, and zoos;
 - j) All events and gatherings, unless specifically allowed by this Order.
8. All Essential Businesses may remain open to the public and conduct normal business operations, provided that they implement and maintain the Social (Physical) Distancing Protocol defined in Paragraph 20 and attached to this Order as **Appendix A**. An Essential Business' owner, manager, or operator must prepare and post a Social (Physical) Distancing Protocol for each facility or office located within the County of Los Angeles Public Health Jurisdiction and must ensure that the Essential Business meets all other requirements of the Social (Physical) Distancing Protocol.
9. Lower-Risk Businesses are businesses that are not specified in Paragraph 7 of this Order, and not defined as an Essential Business in Paragraph 18 of this Order. There are **five categories** of Lower-Risk Businesses that may reopen under this Order: (1) retailers ("Lower-Risk Retail Businesses"), (2) manufacturing and logistics sector businesses that supply Lower-Risk Retail Businesses, (3) Non-Essential office-based businesses (although telework is strongly encouraged), (4) Indoor Malls and Shopping Centers, and (5) **hair salons and barbershops**. These five categories of Lower-Risk Businesses may reopen subject to the following conditions:

- a) For any Lower-Risk Retail Business that sells goods and services, the owner, manager, or operator must, for each facility located within the County of Los Angeles Public Health Jurisdiction, prior to reopening, prepare, implement and post the Reopening Protocols for Retail Establishments: Opening for In Person Shopping, attached to this Order as **Appendix B**.
- b) For any non-retail Lower-Risk Business, that is a manufacturing and logistics sector business that supplies Lower-Risk Retail Businesses, the owner, manager, or operator must, prior to reopening, prepare, implement and post the required Los Angeles County Department of Public Health Reopening Protocol, applicable to the business type or location, attached to this Order as **Appendix C**.
- c) For any Non-Essential office-based business, which includes faith-based office facilities for those employed by the organization and where the facility is their regular place of work, the owner, manager, or operator, must, prior to reopening, prepare implement and post the required Los Angeles County Department of Public Health Reopening Protocol Office-Based Worksites, attached to this Order as **Appendix D**.
- d) For Indoor Malls and Shopping Centers, defined as: A building with (7) or more sales or retail establishments with adjoining indoor space, the owner or operator may reopen the Indoor Mall or Shopping Center up to 50% of overall shopping center capacity. Higher-risk businesses (e.g. movie theaters, bars, spas, nail salons, or other personal care establishments) located within an indoor mall or shopping center must continue to comply with Paragraph 7 of this Order, and remain closed until each of those types of establishments are allowed to resume modified or full operation. Indoor Mall or Shopping Center food courts, dining areas, or dine-in restaurant tenant operations must follow the current requirements for restaurants. The owner or operator of the Indoor Mall or Shopping Center must, prior to reopening, prepare implement and post the required Los Angeles County Department of Public Health Protocols for Shopping Center Operators, attached to this Order as **Appendix E**.
- e) For hair salons and barbershops, the owner, manager, or operator must, prior to reopening, prepare, implement and post the Reopening Protocols for Hair Salons and Barbershops, attached to this Order as **Appendix H**.

REASONS FOR THE ORDER

10. This Order is based upon the following determinations: evidence of continued community transmission of COVID-19 within the County; continued uncertainty regarding the degree of undetected asymptomatic transmission; scientific evidence and best practices regarding the most effective approaches to slow the transmission of communicable diseases generally and COVID-19 specifically; evidence that a significant portion of the County population is at risk for serious health complications, including hospitalizations and death from COVID-19, due to age or pre-existing health conditions; and further evidence that other County residents, including younger and otherwise healthy people, are also at risk for serious negative health outcomes and for

transmitting the virus to others. The Order's intent is to protect the public from the avoidable risk of serious illness and death resulting from the spread of COVID-19.

11. Existing community transmission of COVID-19 in Los Angeles County continues to present a substantial and significant risk of harm to residents' health. There is still no vaccine available yet to protect against COVID-19, and no treatment for it. As of May 29, 2020, there have been at least 51,562 cases of COVID-19 and 2,290 deaths reported in Los Angeles County. There remains a strong likelihood of a significant and increasing number of cases of community transmission. Making the community transmission problem worse, some individuals who contract the virus causing COVID-19 have no symptoms or have only mild symptoms, and so are unaware that they carry the virus and are transmitting it to others. Further, evidence shows that the virus can, at times, survive for several hours on surfaces and can be indirectly transmitted between individuals. Because even people without symptoms can transmit the virus, and because evidence shows the infection is easily spread, preventing, limiting, and placing conditions on various types of gatherings and other direct and indirect interpersonal interactions have been proven to reduce the risk of transmitting the virus.
12. Evidence suggests that the restrictions and requirements imposed by Prior Orders slowed the rate of increase in community transmission and hospitalizations by limiting interactions among people, consistent with the efficacy of similar measures in other parts of the country and world. Although the hospitals within the County are still seeing COVID-19 patients, including patients with severe illness, the hospitals have not become overwhelmed or exceeded capacity. However, because there is not yet a vaccine or proven therapeutic drug, the public health emergency and attendant risks to the public's health by COVID-19 still predominate.
13. In line with the State Public Health Officer, the Health Officer is monitoring several key indicators (COVID-19 Indicators) within the County. Progress on some of these COVID-19 Indicators – specifically related to hospital utilization and capacity – makes it appropriate, at this time, to ease certain restrictions imposed by the Prior Orders. But the prevalence of the virus that causes COVID-19 requires other restrictions and modifications to continue. Activities and business operations that are permitted must be conducted in accordance with the required Social (Physical) Distancing, reopening protocols, and other infection control protocols ordered by the Health Officer.
14. The Health Officer will continue monitoring COVID-19 Indicators to assess the impact of easing restrictions and re-opening sectors. Those Indicators include, but are not limited to:
 - a) The number of new hospitalizations and deaths.
 - b) The capacity of hospitals and the healthcare system in the County, including acute care beds, Intensive Care Unit beds, and ventilators to provide care for existing COVID-19 patients and other patients, and capacity to surge with an increase of COVID-19 cases.

- c) The supply of personal protective equipment (PPE) available for hospital staff, nursing home staff and other healthcare providers and personnel who need PPE to safely respond to and treat COVID-19 patients and other patients.
- d) The ability and capacity to quickly and accurately test persons to determine whether individuals are COVID-19 positive, especially those in vulnerable populations or high-risk settings or occupations, and to identify and assess outbreaks.
- e) The ability to conduct case investigation and contact tracing for the volume of future cases and associated contacts, isolating confirmed cases and quarantining persons who have had contact with confirmed cases.

DEFINITIONS AND EXEMPTIONS

15. The following activities are permitted under this Order:

- a) Engaging in activities or performing tasks important to the health and safety of family or household members (including pets), such as, visiting a health or veterinary care professional or obtaining medical supplies or medication;
- b) Obtaining necessary services and supplies for family or household members, or delivering the same, such as, obtaining grocery items or necessary supplies from Essential Businesses for one's household or for delivery to others;
- c) Performing work for or accessing businesses that are open, or to carry out Minimum Basic Operations for businesses that are closed or operating remotely.
- d) Obtaining or accessing services from Essential Governmental Functions, such as, accessing court, social and administrative services, or complying with an order of law enforcement or court;
- e) Caring for minors, the elderly, dependents, persons with disabilities, or other vulnerable persons;
- f) Obtaining in-person behavioral health or substance use disorder support in therapeutic small group meetings, such as Alcoholics Anonymous or Narcotics Anonymous, provided that the gathering is limited to 10 people or fewer and Social (Physical) Distancing is practiced.
- g) Obtaining in-person faith-based counselling services where the service cannot reasonably be practiced remotely, provided that the gathering is limited to 10 people or fewer and Social (Physical) Distancing is practiced.
- h) Attending in-person faith-based services, provided that the gathering of congregants is limited to the lower of 25% of the total maximum occupancy (or occupant load) assigned for that building on its Certificate of Occupancy or as determined by Section 1004 of the 2019 California Building Code, or a maximum of 100 people. Faith-based organizations holding in-person services must follow the Department of Public Health Places of Worship Protocols, attached to this Order as **Appendix F**.
- i) Engaging in outdoor recreation activity, in compliance with Social (Physical) Distancing requirements and subject to the following limitations:

- i. Outdoor recreation activity at parks, trails, and beaches, and other open spaces must comply with any access or use restrictions established by the Health Officer, government, or other entity that manages the area to reduce crowding and the risk of COVID-19 transmission.
 - ii. Use of shared outdoor facilities for recreational activities, including but not limited to golf courses, tennis and pickleball courts, shooting and archery ranges, equestrian centers, model airplane areas, community gardens, and bike parks, must comply with any access or use restrictions established by the Health Officer, government, or other entity that manages the area to reduce crowding and the risk of COVID-19 transmission.
 - iii. Local public entities may elect to temporarily close certain streets or areas to automobile traffic, to allow for increased space for persons to engage in recreational activity permitted by and in compliance with Social (Physical) Distancing requirements specified in this Order.
 - j) Participating in a Vehicle-Based Parade. The host of the Vehicle-Based Parade must comply with all local ordinances, traffic control requirements, and state and local laws. Further, the host of Vehicle-Based Parades must comply with the Los Angeles County Department of Public Health Vehicle-Based Parade Protocol, attached to this Order as **Appendix G**.
 - k) Participating in an in-person protests as long as (1) attendance is limited to 25% of the relevant area's maximum occupancy, as defined by the relevant local permitting authority or other relevant authority, or a maximum of 100 attendees, whichever is lower, and (2) physical distancing of six feet between persons or groups of persons from different households is maintained at all times.
16. Individuals may work for, train for, volunteer at, or obtain services at Healthcare Operations: hospitals, clinics, laboratories, dentists, optometrists, pharmacies, physical therapists, rehabilitation and physical wellness programs, chiropractors, pharmaceutical and biotechnology companies, other licensed healthcare facilities, healthcare suppliers, home healthcare service providers, mental or behavioral health providers, alcohol and drug treatment providers, cannabis dispensaries with a medicinal cannabis license and all other required state and local licenses, medical or scientific research companies, or any related and/or ancillary healthcare services, manufacturers, distributors and servicers of medical devices, diagnostics, and equipment, veterinary care, and other animal healthcare. This exemption shall be construed to avoid any impact to the delivery of healthcare, broadly defined.
17. Individuals may provide any service, train for, or perform any work necessary to the operation and maintenance of Essential Infrastructure, which is defined as, public health operations, public works construction, airport operations, port operations, food supply, water, sewer, gas, electrical, oil extraction and refining, roads and highways, public transportation, solid waste collection, removal and processing, flood control and watershed protection, cemeteries, mortuaries, crematoriums, and internet and telecommunications systems (including the provision of essential global, national, local infrastructure for computing services, business infrastructure, communications, and web-based services), and manufacturing and distribution companies deemed

essential as part of the Essential Infrastructure supply chain, provided that they carry out those services or that work. In providing these services, training for, or performing this work, individuals must comply with Social (Physical) Distancing requirements to the extent practicable.

18. For purposes of this Order, Essential Businesses are:

- a) Grocery stores, certified farmers' markets, farm and produce stands, supermarkets, food banks, convenience stores, warehouse stores, and other establishments engaged in the retail sale of canned food, dry goods, fresh fruit and vegetables, pet supply, water, fresh meats, fish, and poultry, and any other household consumer products (such as cleaning or personal care products). This includes stores that sell groceries and other non-grocery products, such as products necessary to maintaining the safety, sanitation, and essential operation of residences. This does not include businesses that sell only prepackaged non-potentially hazardous food which is incidental to the primary retail business;
- b) Food processors, confectioners, food packagers, food testing labs that are not open to the public, and food cultivation, including farming, livestock, and fishing;
- c) Organizations and businesses that provide food, shelter, social services, and other necessities of life for economically disadvantaged or otherwise needy individuals (including gang prevention and intervention, domestic violence, and homeless service agencies);
- d) Newspapers, television news, radio, magazine, podcast and journalism activities, including taped, digitally recorded or online-streamed content of any sort that is produced by one or more members of a single household, within the household's residence and without the physical presence of any non-member of the household. Entertainment industry studios and other related production establishments may resume upon authorization of the State Public Health Officer, and then, only in adherence to State and County issued protocols.
- e) Gas stations, auto-supply, mobile auto repair operations, auto repair shops (including, without limitation, auto repair shops adjacent to or otherwise in connection with a retail or used auto dealership), and bicycle repair shops and related facilities;
- f) Banks, credit unions, financial institutions and insurance companies;
- g) Hardware stores, nurseries; building supply stores;
- h) Plumbers, electricians, exterminators, custodial/janitorial workers, handyman services, funeral homes and morticians, moving services, HVAC installers, carpenters, vegetation services, tree maintenance, landscapers, gardeners, property managers, private security personnel and other service providers who provide services to maintain the safety, sanitation, and essential operation to properties and other Essential Businesses;
- i) Businesses providing mailing and shipping services, including post office boxes;

- j) Educational institutions (including public and private K-12 schools, colleges, and universities) for purposes of facilitating distance learning, providing meals for pick-up, or performing Minimum Basic Operations, provided that Social (Physical) Distancing is practiced;
- k) Laundromats, dry cleaners, and laundry service providers;
- l) Restaurants and other food facilities that prepare and serve food. Restaurants and other food facilities that provide in-person dining must follow the Department of Public Health Restaurant Opening for On-Site Dining Protocols, attached to this Order as **Appendix I**. Cafeterias, commissaries, and restaurants located within hospitals, nursing homes, or other licensed health care facilities may provide dine-in service, as long as Social (Physical) Distancing is practiced;
- m) Businesses that supply office or computer products needed by people who work from home;
- n) Businesses that supply other Essential Businesses with the support or supplies necessary to operate;
- o) Non-manufacturing, transportation or distribution businesses that ship, truck, transport, or provide logistical support to deliver groceries, food, goods or services directly to residences, Essential Businesses, Healthcare Operations, and Essential Infrastructure. This exemption shall not be used as a basis for engaging in sales to the general public from retail storefronts;
- p) Airlines, taxis, ride sharing services and other private transportation providers providing transportation services necessary for activities of daily living and other purposes expressly authorized in this Order;
- q) Businesses that manufacture parts and provide necessary service for Essential Infrastructure;
- r) Home-based care for seniors, adults, disabled persons, or children;
- s) Residential facilities and shelters for homeless residents, disabled persons, seniors, adults, children and animals;
- t) Professional services, such as legal, payroll or accounting services, when necessary to assist in compliance with legally mandated activities, and the permitting, inspection, construction, transfer and recording of ownership of housing, including residential and commercial real estate and anything incidental thereto, provided that appointments and other residential viewings must only occur virtually or, if a virtual viewing is not feasible, by appointment with no more than two visitors at a time residing within the same household or living unit and one individual showing the unit (except that in-person visits are not allowed when the occupant is still residing in the residence);
- u) Childcare facilities. To the extent possible, childcare facilities must operate under the following conditions: (1) Childcare must be carried out in stable groups of 10 or fewer ("stable" means the same ten (10) or fewer children are in the same group each day); (2) Children shall not change from one group to another; (3) If more than one group of children is cared for at one facility, each group shall be in

- a separate room. Groups shall not mix with each other; (4) Childcare providers shall remain solely with one group of children;
- v) Hotels, motels, shared rental units and similar facilities;
 - w) Construction, which includes the operation, inspection, and maintenance of construction sites and construction projects for construction of commercial, office and institutional buildings, residential and housing construction; and
 - x) Manufacturers and retailers of fabric or cloth that is made into personal protective equipment, such as, face coverings.
19. For purposes of this Order, "Social (Physical) Distancing" means: (1) Maintaining at least six (6)-feet of physical distance from individuals who are not members of the same household; (2) Frequently washing hands with soap and water for at least 20 seconds, or using hand sanitizer that contains at least 60% alcohol; (3) Wearing a cloth face covering when in contact with others who do not live in the same household or living unit, which reduces the risk of transmission to others from people who do not have symptoms and do not know they are infected; and (4) Avoiding all physical interaction outside the household when sick with a fever or cough, except for necessary medical care.
20. For purposes of this Order, the "Social (Physical) Distancing Protocol" that must be implemented and posted must demonstrate how the following infection control measures are being implemented and achieved, as applicable:
- a) Limiting the number of people who may enter into the facility at any one time to ensure that people in the facility can easily maintain a minimum six (6) foot physical distance from others, at all times, except as required to complete a business activity or transaction. Members of a single household or living unit may stand or move together but must be separated from others by a physical distance of at least six (6) feet.
 - b) Where lines may form at a facility, marking six (6) foot increments at a minimum, establishing where individuals should stand to maintain adequate Social (Physical) Distancing, whether inside or outside the facility.
 - c) Providing hand sanitizer, soap and water, or effective disinfectant at or near the entrance of the facility and in other appropriate areas for use by the public and employees, and in locations where there is high-frequency employee interaction with members of the public (e.g., cashiers). Restrooms normally open to the public shall remain open to the public.
 - d) Posting a sign in a conspicuous place at all public entries that instructs the public not to enter if they are experiencing symptoms of respiratory illness, including fever or cough, to wear face coverings, and to maintain Social (Physical) Distancing from one another.
 - e) Providing for the regular disinfection of high-touch surfaces, and disinfection of all payment portals, pens, and styluses after each use. All businesses are encouraged to also offer touchless payment mechanisms, if feasible.

- f) Providing cloth-face coverings to employees and contracted workers whose duties require close contact with other employees and/or the public.
 - g) Requiring that members of the public who enter the facility wear a face-covering, which reduces the risk of “asymptomatic” or “pre-symptomatic” transmission to workers and others, during their time in the facility.
 - h) Adhering to communicable disease control protocols provided by the Los Angeles County Department of Public Health, including requirements for cleaning and disinfecting the site. See protocols posted at www.publichealth.lacounty.gov/media/Coronavirus/
21. Operators of businesses that are required to cease in-person operations may conduct Minimum Basic Operations, which means:
- a) The minimum necessary activities to maintain and protect the value of the business's inventory and facilities; ensure security, safety, and sanitation; and process payroll and employee benefits;
 - b) The minimum necessary activities to facilitate the business's owners, employees, and contractors being able to continue to work remotely from their residences, and to ensure that the business can deliver its services remotely.

ADDITIONAL TERMS

22. The County shall promptly provide copies of this Order by: (a) posting it on the Los Angeles Department of Public Health's website (www.publichealth.lacounty.gov), (b) posting it at the Kenneth Hahn Hall of Administration located at 500 West Temple Street, Los Angeles, CA 90012, (c) providing it to any member of the public requesting a copy, and (d) issuing a press release to publicize the Order throughout the County.
- a) The owner, manager, or operator of any facility that is likely to be impacted by this Order is strongly encouraged to post a copy of this Order onsite and to provide a copy to any member of the public requesting a copy.
 - b) Because guidance may change, the owner, manager, or operator of any facility that is subject to this Order is ordered to consult the Los Angeles County Department of Public Health's website (www.publichealth.lacounty.gov) daily to identify any modifications to the Order and is required to comply with any updates until the Order is terminated.
23. If any subsection, sentence, clause, phrase, or word of this Order or any application of it to any person, structure, gathering, or circumstance is held to be invalid or unconstitutional by a decision of a court of competent jurisdiction, then such decision will not affect the validity of the remaining portions or applications of this Order.
24. This Order incorporates by reference, the March 4, 2020 Proclamation of a State of Emergency issued by Governor Gavin Newsom and the March 4, 2020 declarations of a local and public health emergency issued by the Los Angeles County Board of Supervisors and Los Angeles County Health Officer, respectively, and as they may be supplemented.

25. This Order is issued to align the County with the phased reopening approach of the California's Pandemic Resilience Roadmap. This Order will be revised in the future as the State Public Health Officer progressively designates sectors, businesses, establishments, or activities that may reopen with certain modifications at a pace designed to protect health and safety.
26. This Order is consistent with the provisions in the Governor's Executive Order N-60-20 and the State Public Health Officer's May 7, 2020 Order, that local health jurisdictions may implement or continue more restrictive public health measures in the jurisdiction if the local health officer believes conditions in that jurisdiction warrant them. Where a conflict exists between this Order and any state public health order related to controlling the spread of COVID-19 during this pandemic, the most restrictive provision controls. Consistent with California Health and Safety Code section 131080, except where the State Health Officer may issue an order expressly directed at this Order or a provision of this Order and based upon a finding that a provision of this Order constitutes a menace to the public health, any more restrictive measures in this Order may continue to apply and control in the County of Los Angeles Public Health Jurisdiction.
27. Pursuant to Sections 26602 and 41601 of the California Government Code and Section 101029 of the California Health and Safety Code, the Health Officer requests that the Sheriff and all chiefs of police in all cities located in the Los Angeles County Public Health Jurisdiction ensure compliance with and enforcement of this Order. The violation of any provision of this Order constitutes an imminent threat and menace to public health, constitutes a public nuisance, and is punishable by fine, imprisonment or both.
28. This Order shall become effective immediately on May 29, 2020 and will continue to be until it is revised, rescinded, superseded, or amended in writing by the Health Officer.

IT IS SO ORDERED:



Muntu Davis, M.D., M.P.H.

Health Officer,
County of Los Angeles

MAY 29, 2020

Date

Reopening Protocol for Hair Salons and Barbershops: Appendix H

The County of Los Angeles Department of Public Health is adopting a staged approach, supported by science and public health expertise, to allow certain businesses to safely reopen. The requirements below are specific to hair salons and barbershops now permitted to reopen. In addition to the conditions imposed by the State Public Health Officer, these types of businesses must also be in compliance with the conditions laid out in this Protocol for Hair Salons and Barbershops.

Services that cannot be performed with face coverings on both the worker and customer or that require touching the customer's face, e.g., eyelash services, eyebrow waxing and threading, facials, etc., are not permitted until those types of services are allowed to resume.

Please note: This document may be updated as additional information and resources become available so be sure to check the LA County website <http://www.ph.lacounty.gov/media/Coronavirus/> regularly for any updates to this document and related guidance.

This checklist covers:

- (1) Workplace policies and practices to protect employee health
- (2) Measures to ensure physical distancing
- (3) Measures to ensure infection control
- (4) Communication with employees and the public
- (5) Measures to ensure equitable access to critical services

These five key areas must be addressed as your facility develops any reopening protocols.

All businesses covered by this protocol must implement all applicable measures listed below and be prepared to explain why any measure that is not implemented is not applicable to the business.

Business name:

Facility Address:

Maximum Occupancy, per Fire Code:

Approximate total square footage
of space open to the public:

**A. WORKPLACE POLICIES AND PRACTICES TO PROTECT EMPLOYEE HEALTH
(CHECK ALL THAT APPLY TO THE FACILITY)**

- Everyone who can carry out their work duties from home has been directed to do so.
- Vulnerable staff (those above age 65, those who are pregnant, those with chronic health conditions) are assigned work that can be done from home, whenever possible, and should discuss any concerns with their healthcare provider or occupational health services to make appropriate decisions on returning to the workplace.
- All workers have been told not to come to work if sick, or if they are exposed to a person who has COVID-19. Employees understand to follow DPH guidance for self-isolation and quarantine, if applicable. Workplace leave policies have been reviewed and modified to ensure that employees are not penalized when they stay home due to illness.
- Work processes are reconfigured to the extent possible to increase opportunities for employees to work from home.
- Upon being informed that one or more employees test positive for, or has symptoms consistent with COVID-19 (case), the employer has a plan in place to have the case(s) isolate themselves at home and require the immediate self-quarantine of all employees that had a workplace exposure to the case(s). The employer's plan should consider a protocol for all quarantined employees to have access to or be tested for COVID-19 in order to determine whether there have been additional workplace exposures, which may require additional COVID-19 control measures.
- Alternate, staggered or shift schedules have been instituted to maximize physical distancing.
- Workers are provided information on employer or government-sponsored leave benefits that the employee may be entitled to receive, which would make it financially easier to stay at home, including employee's sick leave rights under the Families First Coronavirus Response Act.
- All workers have been told to seek medical attention if their symptoms become severe, including persistent pain or pressure in the chest, confusion, or bluish lips or face.
- Symptom checks are conducted before employees may enter the workspace. Checks must include a check-in concerning cough, shortness of breath or fever and any other symptoms the employee may be experiencing. These checks can be done remotely or in person upon employees' arrival. Temperature checks should also be done at the worksite, if feasible.
- All employees who have contact with the public or other employees during their shift(s) are offered, at no cost, a cloth face covering. The covering must cover the nose and mouth and is always to be worn by the employee during the workday when in contact or likely to come in contact with others. Employees do not need to wear a cloth face covering when the employee is alone in a private office or a walled cubicle.
- Employees wash or sanitize hands before and after using or adjusting face coverings.
- Employees avoid touching eyes, nose and mouth.
- Employees are instructed to wash their face coverings daily.
- Employees are using all required protective equipment, including eye protection and gloves when required for service.
 - Workers can consider using glasses, goggles, or face shields in addition to face covering while providing service.
- Independent contractors and temporary workers are properly trained on these protocols and have necessary cloth face coverings and personal protective equipment. Business owners are to discuss these protocols with the organization supplying the independent contractors and/or temporary workers, prior to their return to work.
- All workstations are separated by at least six feet.

- Break rooms, restrooms and other common areas are disinfected frequently, on the following schedule:
 - Break rooms _____
 - Restrooms _____
 - Other _____
- Breaks are staggered to ensure that six (6) feet between employees can be maintained in break rooms at all times.
- Employees are prohibited from sharing food and beverages and encouraged not to share equipment in break rooms, including shared coffee brewers.
- Employees are allowed frequent breaks to wash their hands with soap and water, and employees should scrub their hands with soap for 20 seconds (or use hand sanitizer with at least 60% alcohol when employees cannot get to a sink or handwashing station).
- Employees are prohibited from eating or drinking anywhere inside the workplace other than designated break rooms or outdoor eating areas to assure that masks are worn consistently and correctly.
- Disinfectant and related supplies are available to employees at the following location(s):

- Workers using cleaners or disinfectants wear gloves and other protective equipment as required by the product instructions.
- Hand sanitizer effective against COVID-19 is available to all employees at the following location(s):

- Each worker is assigned their own tools, equipment, work supplies and defined workspace. Sharing held items is minimized or eliminated.
- A copy of this protocol has been distributed to each employee.
- To the extent feasible, this protocol and other COVID-19 related materials downloaded from the DPH Coronavirus website are provided in the languages of all employees.
- Workers are enlisted and supported as peer educators, reinforcing instructions around physical distancing and infection control.
- All policies described in this checklist other than those related to terms of employment are applied to staff of delivery and any other companies who may come on to the premises as third parties.
- Optional—Describe other measures:

B. MEASURES TO ENSURE PHYSICAL DISTANCING

- Measures are in place to ensure physical distancing of at least six feet between and among workers and customers, except when providing haircutting/styling services. These measures include use of physical partitions or visual cues (e.g., floor markings, colored tape, or signs to indicate where workers/customers should stand).
- Barriers (such as plexiglass) are used at reception desks or other areas where physical distancing cannot be maintained in order to minimize exposure between workers and customers.
- Appointments are staggered to reduce reception congestion and to ensure adequate time for proper cleaning and sanitation between each customer visit. No walk-in appointments are available.

- Customers are contacted before the visit to confirm the appointment and to advise of the following:
 - Bring and use a face covering (preferably with earloops) during the visit.
 - Come to the salon or barbershop with freshly cleaned hair.
 - Do not bring children or others to the appointment.
- Workers do not see multiple customers at once (e.g., while one customer's hair is drying, another receives a haircut). Services for one customer are completed before a new customer is seen by the same worker.
- Virtual check-in technology is used whenever possible to notify workers when a customer arrives. Customers are asked to wait outside or in their cars instead of waiting in the salon or barbershop. Persons waiting outside should maintain a six (6) foot distance from each other.
- Employees have been instructed to maintain at least a six (6) foot distance from each other in all areas of the workplace as much as possible.
- If applicable, aisles in the production area are designated as one-way to support physical distancing.
- Employee workstations are separated by at least 6 feet and common areas are configured to limit employee gatherings to ensure physical distancing of at least 6 feet.
- Workers have been instructed to avoid handshakes, hugs, or similar greetings that break physical distancing.
- Workers are discouraged from congregating in high traffic areas, such as bathrooms, hallways, or credit card terminals.
- Occupancy in employee restrooms, break rooms and other common areas is limited to permit physical distancing. Reconfiguration of these sites (removal of chairs from break rooms, etc.) is implemented to practice physical distancing.
- Workflow is reviewed and changes made to permit physical distancing during pickups and deliveries. Shelving, bins, bulletin boards or other transfer-aiding materials are installed to avoid the need for person-to-person hand-offs of purchases.
- Staff meetings are held in a room that accommodates physical distancing or are held over the phone or via webinar.

C. MEASURES FOR INFECTION CONTROL

- Services that cannot be performed with face coverings on both the worker and customer or that require touching the customer's face, e.g., eyelash services, eyebrow waxing and threading, facials, etc., are not permitted until those types of services are allowed to resume.
- Customers are verbally screened for COVID-19 symptoms upon arrival. If the customer is exhibiting any symptoms, has been sick, or has been exposed to someone who has been sick, the appointment is rescheduled at least 14 days in the future.
 - Both screener and customer should wear a face covering for the screening.
- Disposable gloves are provided to supplement frequent handwashing or use of hand sanitizer with at least 60% alcohol for tasks such as handling commonly touched items.
- Amenities, including magazines, books, coffee, water, self-service stations, and other items for customers, have been removed from reception areas.
- Hand sanitizer, sanitizing wipes, tissues and trash cans are available to customers in the reception area and workstations.
- Clean face coverings are available for workers to ensure that if soiled, these can be changed during the shift. Where possible, offering clean face coverings to customers, should their face covering become soiled.

- Workers and customers must at all times, use cloth face coverings during haircutting and other close contact services. Cloth face coverings should not be placed on young children under age 2, anyone who has trouble breathing, or is unable to remove the mask or cloth face covering without assistance should not wear one.
- Disposable gloves are worn for services that require them (e.g. chemical hair services). Wearing gloves is done in conjunction with regular hand washing.
- An employee per shift is designated to oversee and enforce additional sanitization and disinfection procedures, as needed.
- A cleaning and disinfection plan has been developed to address the following:
 - High traffic areas, such as reception areas, areas of ingress and egress, including stairways, stairwells, and handrails;
 - Common areas and frequently touched objects (e.g., tables, doorknobs or handles, light switches, phones) are disinfected on an hourly basis during business hours using EPA approved disinfectants;
 - All handles, hoses, spray nozzles, and other equipment before and after use on a customer;
 - Chairs, headrests, shampoo bowls, and other items between use
 - All payment portals, credit card readers, pens, and styluses after each use.
- Shears and other non-electrical tools are cleaned and disinfected by removing all visible debris, cleaned with soap and water, and dried. Then sprayed or wiped with or immersed in an EPA-registered disinfectant that demonstrates bactericidal, fungicidal, and virucidal activity approved for COVID-19. Tools are left to set for the full amount of time required by the disinfectant's manufacturer. Immersed items like combs or brushes, are then removed at the end of contact time, rinsed, and dried with a paper towel or clean, freshly laundered towel.
- Electrical tools, such as clippers, are cleaned by removing all visible debris and disinfecting with an EPA-registered disinfectant spray or wipe that demonstrates bactericidal, fungicidal, and virucidal activity and is approved for COVID-19.
- Workstations are cleaned and disinfected between each customer.
 - Including rolling carts, drawers, hand mirrors, hair care and other products and containers
 - A new smock or cape is provided for each customer.
- Where appropriate, a paper cover, sheet or clean towel that can be easily disposed of or cleaned for use between customers is used.
- All single use items, such as disposable wax collars, cotton, neck strips, and applicators are used once and immediately thrown away. Product samples, including make-up, must not be used at any time.
- All dirty linens, including towels, smocks, and reusable capes, are placed in a closed container and not used again until properly laundered either by a commercial laundering service or a laundering process which includes immersion in water of at least 160° F for at least 25 minutes. Store all clean linens in a clean covered place. Ensure workers who handle dirty linens or laundry wear gloves.
- Doors are left open, where possible, if they do not open and close automatically.
- The entire facility, including product display areas, is cleaned and disinfected at least daily.
- All "test" products have been removed and discarded.
- Workers are provided time to implement cleaning practices during their shift. Cleaning assignments are assigned for the hours of operation and are part of the employee's job duties.

- Restrooms and handwashing facilities are kept stocked with soap, paper towels and toilet paper and sanitized regularly using EPA approved disinfectants on the following schedule:

- Restrooms are free of any unnecessary products such as candles or beauty supplies.
- Hands-free equipment is installed wherever feasible (including restrooms) to reduce risk of contamination.
- The HVAC system is in good, working order; to the maximum extent possible, ventilation has been increased. Consider installing portable high-efficiency air cleaners, upgrading the building's air filters to the highest efficiency possible and making other modifications to increase the quantity of outside air and ventilation in the salon or barbershop.
- Cashless transactions are strongly encouraged. If reasonable, customers are enabled to swipe their own credit/debit cards, and card readers are sanitized between each guest use.
If electronic or card payment is not possible, customers pay with exact cash payment or check.
- Optional - Describe other measures to promote infection control:

D. MEASURES THAT COMMUNICATE TO THE PUBLIC

- A copy of this protocol is posted at all public entrances to the facility.
- A sign notifying customers that they will be screened for symptoms upon arrival, asked to use hand sanitizer, and to wear a face covering is posted at all entrances.
- Signage is posted that reminds customers to maintain social distancing of six (6) feet, wash hands or use sanitizer upon entry, stay home if they are ill or have symptoms consistent with COVID-19, and to communicate changes to service offerings. Signage should be posted in clearly visible locations, including at entrances, include pictograms, and be made available digitally (e.g., through e-mail).
- Signage is posted in display areas to let customers know it is cleaned and disinfected daily.
- Online outlets of the establishment (website, social media, etc.) provide clear information about facility hours, required use of cloth face coverings, policies in regard to making appointments, waiting outside or in their car for their appointment, preordering, prepayment, pickup and/or other relevant issues.

E. MEASURES THAT ENSURE EQUITABLE ACCESS TO CRITICAL SERVICES

- Services that are critical to the customers/clients have been prioritized.
- Transactions or services that can be offered remotely have been moved on-line.
- Measures are instituted to assure access to goods and services for customers who have mobility limitations and/or are at high risk in public spaces.

Any additional measures not included above should be listed on separate pages, which the business should attach to this document.

You may contact the following person with any questions or comments about this protocol:

Business Contact Name: _____

Phone number: _____

Date Last Revised: _____

Protocol for Restaurants Opening for On-Site Dining: Appendix I

The County of Los Angeles Department of Public Health is adopting a staged approach, supported by science and public health expertise, to expand restaurant operations to include on-site dining. The requirements below are specific to restaurants and other permanent retail food operations. In addition to the conditions imposed on restaurants by the State Public Health Officer, restaurants must also be in compliance with these employee safety and infection control protocols.

Brewpubs, breweries, bars, tasting rooms, craft distilleries, and wineries are to remain closed until allowed to resume modified or full operation unless they are offering sit-down, dine-in meals as allowed by the Order. Restaurant and other food facilities should continue to encourage takeout and delivery service when possible.

This protocol is not intended for concert, performance, or entertainment venues that have on-site food facilities. These food facilities are to remain closed until they are allowed to resume modified or full operation through a specific reopening order.

Please note: This document may be updated as additional information and resources become available so be sure to check the LA County website <http://www.ph.lacounty.gov/media/Coronavirus/> regularly for any updates to this document and related guidance.

This checklist covers:

- (1) Workplace policies and practices to protect employee health
- (2) Measures to ensure physical distancing
- (3) Measures to ensure infection control
- (4) Communication with employees and the public
- (5) Measures to ensure equitable access to critical services.

These five key areas must be addressed as your facility develops any reopening protocols.

All restaurants covered by this protocol must implement all applicable measures listed below and be prepared to explain why any measure that is not implemented is not applicable to the business.

Business name:

Facility Address:

Maximum Occupancy, per Fire Code:

Occupancy Allowed, per 60% Occupancy Limit:

Date Posted:

**A. WORKPLACE POLICIES AND PRACTICES TO PROTECT EMPLOYEE HEALTH
(CHECK ALL THAT APPLY TO THE FACILITY)**

- Everyone who can carry out their work duties from home has been directed to do so.
- Vulnerable staff (those above age 65, those who are pregnant, and those with chronic health conditions) are assigned work that can be done from home whenever possible, and should discuss any concerns with their healthcare provider or occupational health services to make appropriate decisions on returning to the workplace.
- All employees have been told not to come to work if sick or if they are exposed to a person who has COVID-19.
- Workers are provided information on employer or government-sponsored leave benefits that the employee may be entitled to receive, which would make it financially easier to stay at home, including employee's sick leave rights under the Families First Coronavirus Response Act.
- Upon being informed that one or more employees test positive for, or has symptoms consistent with COVID-19 (case), the employer has a plan or protocol in place to have the case(s) isolate themselves at home and require the immediate self-quarantine of all employees that had a workplace exposure to the case(s). The employer's plan should consider a protocol for all quarantined employees to have access to or be tested for COVID-19 in order to determine whether there have been additional workplace exposures, which may require additional COVID-19 control measures.
- In the event that the owner, manager, or operator knows of three (3) or more cases of COVID-19 within the workplace within a span of 14 days the employer must report this outbreak to the Department of Public Health at (888) 397-3993 or (213) 240-7821.
- Symptom checks are conducted before employees may enter the workspace. Checks must include a check-in concerning cough, shortness of breath or fever and any other symptoms the employee may be experiencing. These checks can be done remotely or in person upon the employees' arrival. A temperature check should be done at the worksite if feasible.
- All employees who have contact with the public or other employees during their shift(s) are offered, at no cost, a cloth face covering. The covering is to be worn by the employee at all times during the workday when in contact or likely to come into contact with others. Employees need not wear a cloth face covering when the employee is alone.
- Employees are instructed on the proper use of face covering, including the need to wash their face coverings daily.
- Face shields are provided and worn by wait staff and other employees when servicing customers that have removed their cloth face covering to eat and drink. The face shield is to be worn in addition to the cloth face covering.
- Face shields are to be cleaned and disinfected per manufacturer's directions.
- Employees are directed to ensure hand hygiene practices including handwash frequency, use of hand sanitizer and proper glove use are adhered to.
- Employees are allowed time to wash their hands frequently.
- Employees are reminded to cover coughs and sneezes with a tissue. Used tissue should be thrown in the trash and hands washed immediately with soap and warm water for at least 20 seconds.
- Employees are prohibited from eating or drinking anywhere inside the food facility other than designated break rooms.
- All employees, vendors and delivery personnel have been provided instructions regarding maintaining physical distancing and the use face coverings when around others.
- Breaks are staggered, in compliance with wage and hour regulations, to ensure that six (6) feet between employees can be maintained in break rooms at all times.

- Break rooms, restrooms and other common areas are disinfected frequently, on the following schedule:
 - Break rooms _____
 - Restrooms _____
 - Other _____
- Disinfectant and related supplies are available to employees at the following location(s):

- Hand sanitizer effective against COVID-19 is available to all employees at the following location(s):

- Copies of this Protocol have been distributed to all employees.
- Optional—Describe other measures:

B. MEASURES TO ENSURE PHYSICAL DISTANCING

- If possible, an employee wearing a cloth face covering is posted near the door but at least 6 feet from the nearest customers, to monitor that physical distancing procedures are adhered to.
- Measures to ensure physical distancing are adhered to where customers or employees are in a queue. This includes check-stands and terminals, deli counters and lines, restrooms, elevator lobbies, host stands and waiting areas, valet drop off and pickup, and any other areas where customers congregate.
 - o Placing tape or other markings at 6-foot intervals in any area where members of the public may form a line or stand.
 - o Establish directional hallways and passageways for foot traffic, if possible, to eliminate employees and customers from passing by one another.
- Prioritized outdoor seating and curbside pickup, as allowed by local zoning and planning codes.
- Expand outdoor seating where possible, in compliance with local zoning codes. For outdoor seating, maintain 6 feet physical distancing standards.
- Technology solutions where possible have been implemented to reduce person-to-person interaction; mobile ordering and menu tablets, text on arrival for seating, contactless payment options.
- Limit occupancy within the restaurant to ensure there is adequate distancing and/or physical barriers between tables that minimizes contact between customers at different tables. See attached diagram for examples of approved seating arrangements with physical barriers where noted.
 - o Indoor in-person dining capacity is not to exceed 60% of maximum occupancy to allow sufficient space to social (physical) distancing between groups of customers; distancing should be 6 feet between groups of customers and/or use physical barriers. Occupancy limits will be reevaluated after 21 days to assess timing for additional occupancy increases.
 - o Outdoor seating is subject to adhering to the 6 feet physical distancing requirements between groups of customers but is not to be included in the occupancy limit.
 - o Bar/counter areas within the restaurant must remain closed to customers.
 - o Entertainment operations are prohibited.

- Design interaction between customers, delivery drivers and employees to allow for physical distancing.
 - Floors in and outside of the restaurant in areas when customers, delivery drivers or others may wait are marked to enable and enforce physical distancing.
 - The use of contactless processes for pickup and delivery and other electronic systems for guest interactions have been implemented, where possible.
 - Interactions between servers or other employees' interactions and customers are limited to a maximum of five minutes per occurrence, where possible.
- On-site dining made by reservation or customers notified to call in advance to confirm seating/serving capacity, where possible. Contact information for each party is collected either at time of reservation booking or on site to allow for contact tracing should this be required.
 - Consider a phone reservation system that allows people to queue or wait in cars and enter only when a phone call, text or other method, notifies the customer that a table is ready.
- If the establishment has capacity and chooses to offer on-site ordering, customers should be offered a menu (posted or a single-use handout), to allow for ease of ordering, and items orders should be gathered, packaged and picked up by the customer within 15 minutes of the on-site order. Customers waiting for items may not congregate within the business. They should either remain in their car or return in 15 minutes to obtain their order.
- Limit the number of guests at a single table. People in the same party seated at the same table do not have to be six feet apart. All members of the party must be present before seating and hosts must bring entire party to the table at one time.
 - On-site seating at a table shall be limited to no more than 6 people that should be members of one household.
- Limited contact between wait staff and customers.
 - Install physical barriers such as partitions or Plexiglass at registers, host stands, ordering counters, etc., where maintaining physical distance of six feet is difficult.
 - Limit the number of employees serving individual parties.
- Discourage employees and customers from congregating in high traffic areas such as bathrooms, hallways, bar areas, reservation and credit card terminals, etc.
 - Require employees to avoid handshakes and similar greetings that break physical distance.
- Use barriers or increase distance between tables/chairs to separate employees in employee breakrooms. Where possible, create outdoor break areas with shade covers and seating that ensures physical distancing.
- Operations have been redesigned, where possible, to achieve physical distancing between employees.
 - Kitchen and other back of house area's floors are marked to reinforce physical distancing requirements.
- Physical distancing protocols should be used in any office areas, kitchens, pantries, walk-in freezers, or other high density high-traffic employee areas.
 - Incidental contact is to be expected, however, the goal is to limit this to less than 15 minutes, preferably 10 minutes, and the employees are always wearing their face coverings.

C. MEASURES FOR INFECTION CONTROL

PRIOR TO OPENING

- The HVAC system is in good, working order; to the maximum extent possible, ventilation has been increased.
 - Consider installing portable high-efficiency air cleaners, upgrading the building's air filters to the highest efficiency possible, and making other modifications to increase the quantity of outside air and ventilation in all working areas.
- For facilities that have not been operating, flush each of the hot and cold-water fixtures for five minutes prior to reopening to replace stale water in the facility's plumbing with a fresh and safe water supply.
- Facility has been thoroughly cleaned and sanitized/disinfected (using products approved for use against COVID-19), especially if it's been closed.
 - Procure options for third-party cleaning company to assist with the increased cleaning demand, as needed.
- Spaces such as dining rooms, host stands, and kitchens have been equipped with proper sanitation products, including hand sanitizer and sanitizing wipes for all employees directly assisting customers.
 - Ensure sanitary facilities stay operational and stocked at all times and provide additional soap, paper towels, and hand sanitizer when needed.
 - Recommend installing touchless dispensers for hand sanitizer, soap dispensers, paper towel and trash dispenser.
- Drop-off locations are designated to receive deliveries away from high traffic areas. Person-to-person contact for delivery of goods has been eliminated whenever possible.

FOOD SAFETY CONSIDERATIONS

- All food safety practices outlined in the California Retail Food Code (CRFC) are being followed and maintained.
 - Keep hot food hot (135 °F or above) and cold food cold (41 °F or below).
 - Thoroughly cook foods as required in the CRFC.
 - Clean and sanitize utensils and equipment at the required frequency outlined in the CRFC.
 - Adhere to employee health and hygiene practices: Don't work when ill; wash hands frequently; gloves used as required in the CRFC.
 - Ensure all food and food ingredients are from an approved food source.
 - Food preparation employees are discouraged from changing or entering others' workstations during shifts.
- Self-service machines, such as soda and frozen yogurt machines are dispensed by a food employee and cleaned and sanitized frequently.
- Areas where customers may congregate or touch food or foodware items that other customers may use have been closed. These items are provided to customers individually and discarded or cleaned and disinfected after each use, as appropriate. This includes but is not limited to:
 - Self-service areas with condiment caddies, utensil caddies, napkins, lids, straws, to-go containers, etc.
 - Self-service food areas, such as salsa bars, salad bars or buffet-style, including food sampling.
 - Tableside food preparation and presentation such as food item selection carts and conveyor belts, guacamole preparation, etc.
 - After-meal mints candies, snacks, or toothpicks for customers. These are offered with the check or provided only on request.

- A designated food employee is assigned the task of wrapping silverware prior to providing to the customer, rather than multiple employees handling uncovered silverware prior to customer use.
- Refilling beverages at the table or from common containers (e.g. pitchers, carafes, decanters, bottles) is not allowed. Clean glassware is provided for customer refills.

FACILITY CONSIDERATIONS

- A food employee per shift is designated to oversee and enforce additional sanitization and disinfection procedures, as needed.
- A cleaning and disinfection plan for high-touch surfaces and access areas has been developed and is followed.
 - o Common areas and frequently touched objects related to customer pickup and payment (e.g., tables, doorknobs or handles, credit card readers) are disinfected on an hourly basis during business hours using EPA approved disinfectants.
 - o All payment portals, pens, and styluses are disinfected after each use.
- Facility is thoroughly cleaned and sanitized/disinfected (using products approved for use against COVID-19) nightly. A log is kept to monitor completion wherever possible.
- Audio headsets and other equipment are not shared between employees unless the equipment is properly disinfected after each use. Consult equipment manufacturers to determine appropriate disinfection steps.
- Dishwashers are provided with equipment to protect their eyes, nose and mouth from contamination due to splash using a combination of face coverings, protective glasses, and/or face shields. Dishwashers are provided impermeable aprons and required to change frequently. Reusable protective equipment such as face shields and glasses are to be properly disinfected between uses.
- Restrooms are checked regularly and cleaned and disinfected on an hourly basis using approved EPA disinfectants.
- Hand sanitizer, tissues and trash cans are available to the public at or near the entrance of the facility.

CUSTOMER SERVICE/DINING AREAS

- Customers should enter through doors that are propped open (this will be evaluated for approval based on overall vermin exposure) or automated if possible. Hand sanitizer should be available for guests who must touch door handles.
- Customers are instructed that they must wear cloth face coverings to be served. This applies to all adults and to children over the age of 2. Only individuals with chronic respiratory conditions or other medical conditions that make the use of a face covering hazardous are exempted from this requirement.
 - o Customers may remove cloth face coverings while eating and drinking.
 - o Customers who refuse to wear a cloth face covering may be refused service and asked to leave.
- Customers arriving at the site with children must ensure that their children stay next to a parent, avoid touching any other person or any item that does not belong to them, and are wearing face coverings if age permits.
- Servers, bussers, and other employees moving items used by customers (dirty cups, plates, napkins, etc.) or handling trash bags use disposable gloves (wash hands before putting gloves on and after removing them) and are provided aprons which they must change frequently.
- Reusable menus are cleaned and disinfected between customers. If using paper menus, discard after each customer use. Alternatives such as stationary menu boards, electronic menus, or mobile device downloadable menus should be considered.

- Customer seating areas are cleaned and sanitized after each use. Seating, tables and other items on table must be single-use or cleaned/sanitized between customers. Each table has either a top cloth replaced between guests or a hard-non-porous surface which is sanitized between guests.
- No flatware, glassware, dishware, menus, condiments or any other tabletop item is present on tables prior to the seating of customers. All such items are fully sanitized between seat changes and stored during non-use in a location that prohibits potential contamination.
- Takeout containers are filled by customers and available only upon request.
- Cashless transactions are encouraged. If reasonable for the food facility, customers are enabled to swipe their own credit/debit cards, and card readers are fully sanitized between each guest use.
- Optional - Describe other measures (e.g. providing senior-only hours, incentivizing non-peak sales):

D. MEASURES THAT COMMUNICATE TO THE PUBLIC

- A copy of this protocol is posted at all public entrances to the facility.
- A sign notifying customers that they will be screened for symptoms upon arrival, asked to use hand sanitizer, and to wear a face covering when not eating or drinking is also posted at all entrances.
- Signage is posted that reminds the dining public to maintain physical distancing of six feet, wash hands or use sanitizer upon entry into a restaurant, and to stay home if they are ill or have symptoms consistent with COVID-19.
- Signage is posted that notifies customers that while it may be common practice for diners to socialize after the meal, this practice will be discouraged during the pandemic.
- Online outlets of the establishment (website, social media, etc.) provide clear information about facility hours, required use of face coverings, policies in regard to preordering, reservations, prepayment, pickup and/or delivery and other relevant issues.

E. MEASURES THAT ENSURE EQUITABLE ACCESS TO CRITICAL SERVICES

- Services that are critical to the customers/clients have been prioritized.
- Transactions or services that can be offered remotely have been moved on-line.
- Measures are instituted to assure access to goods and services for customers who have mobility limitations and/or are at high risk in public spaces.

Any additional measures not included above should be listed on separate pages, which the business should attach to this document.

You may contact the following person with any questions or comments about this protocol:

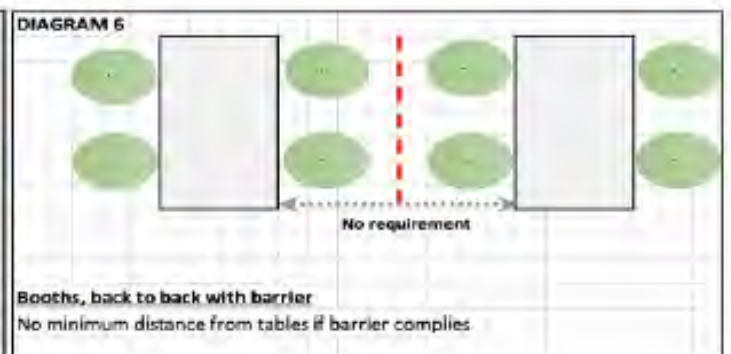
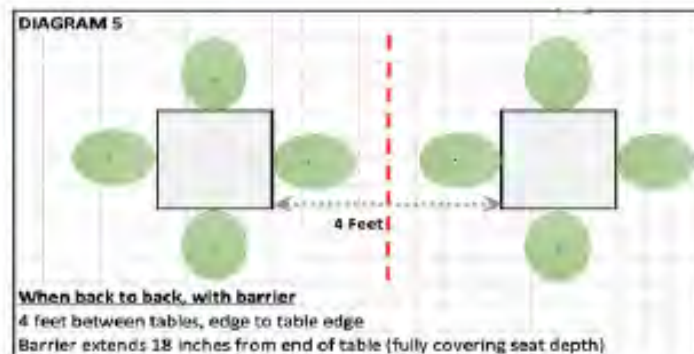
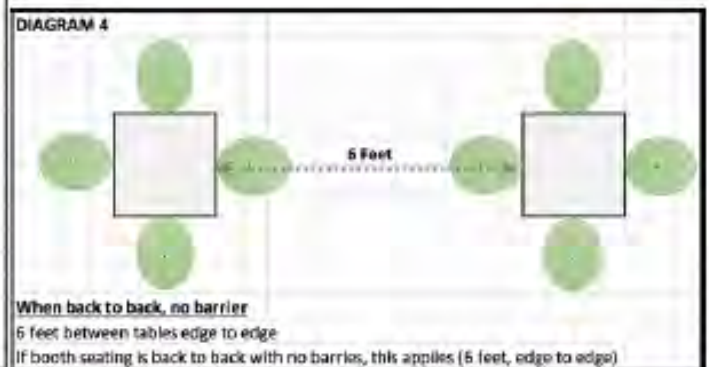
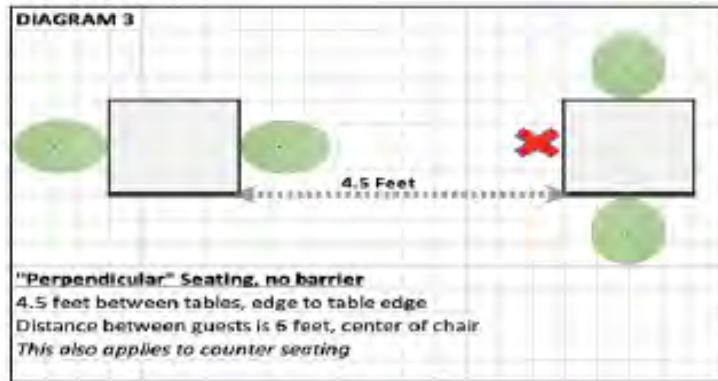
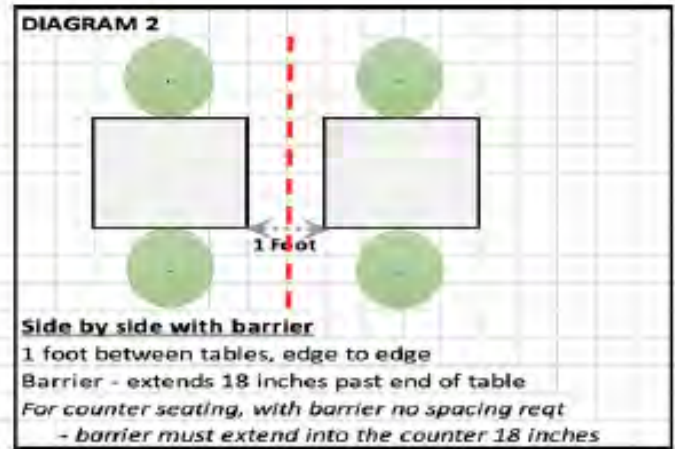
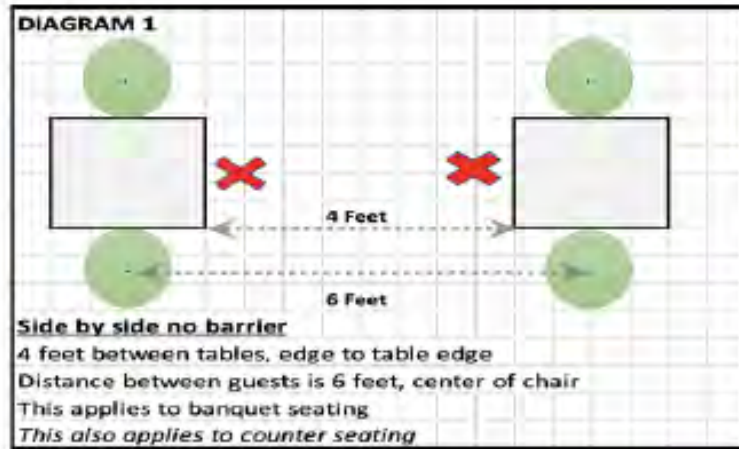
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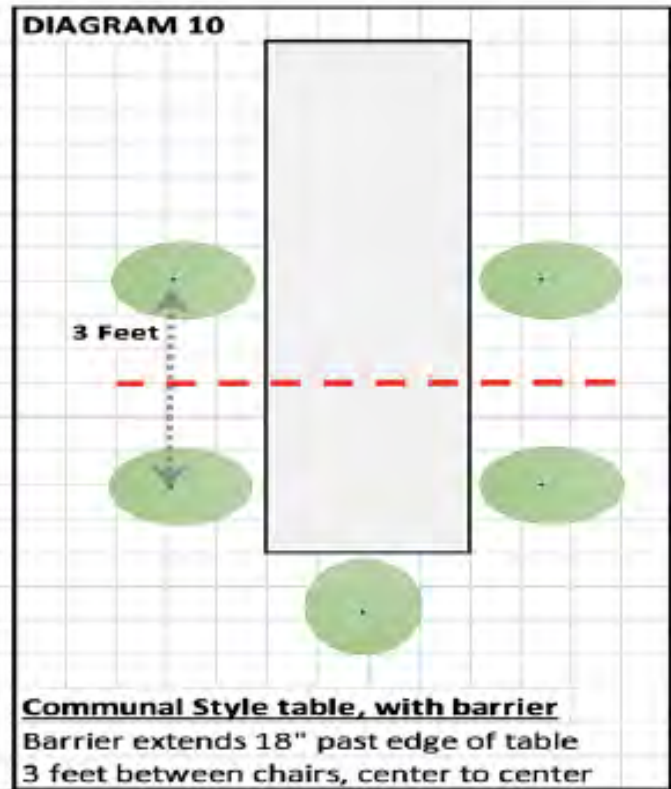
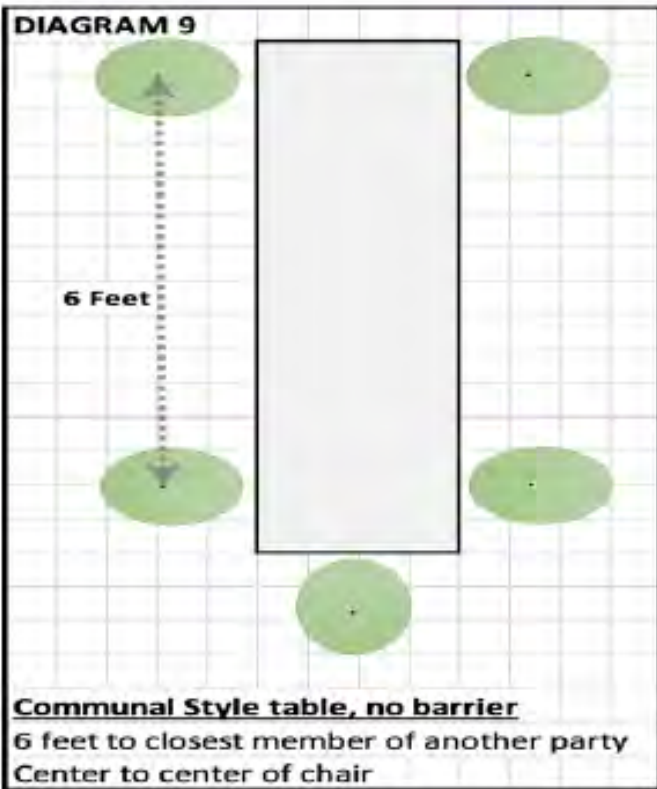
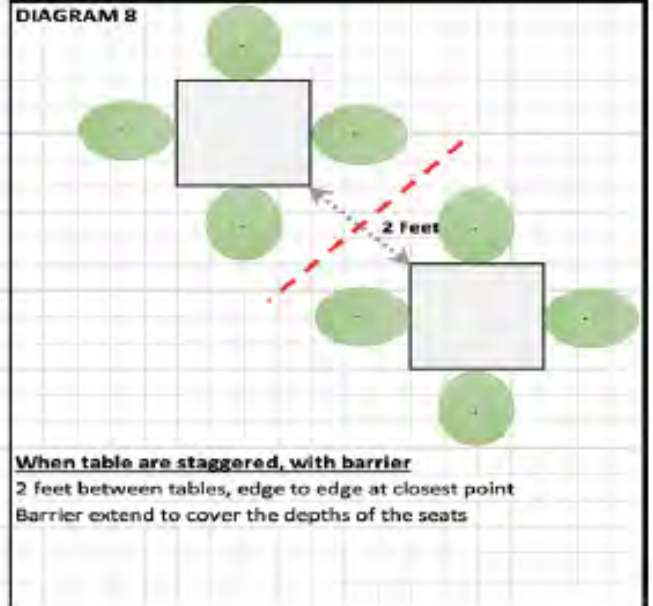
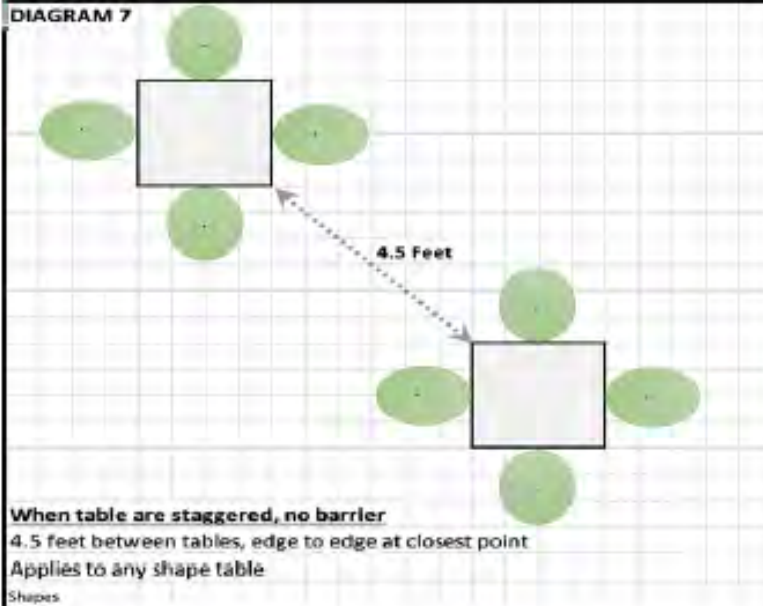
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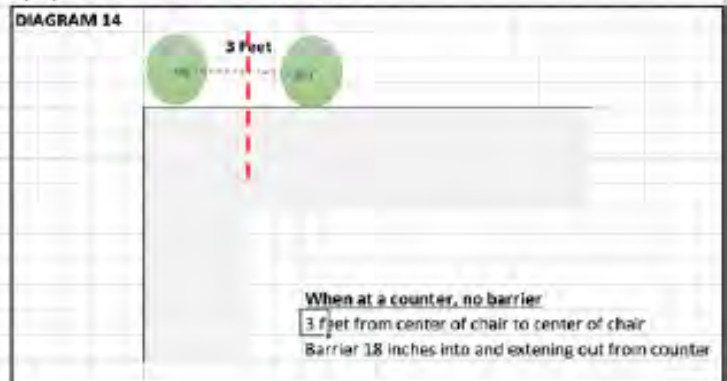
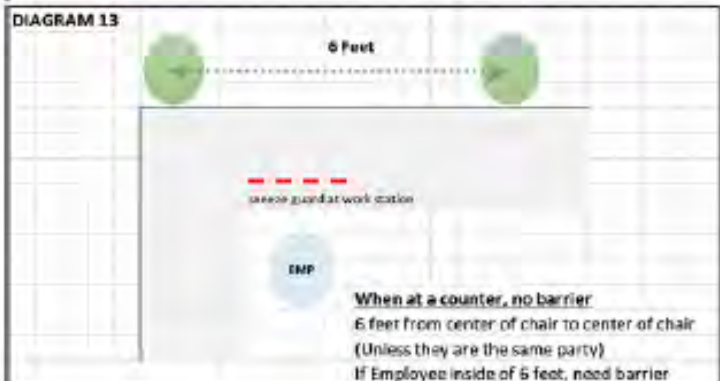
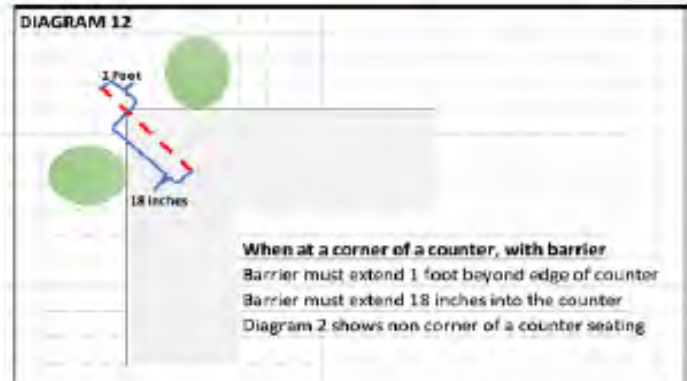
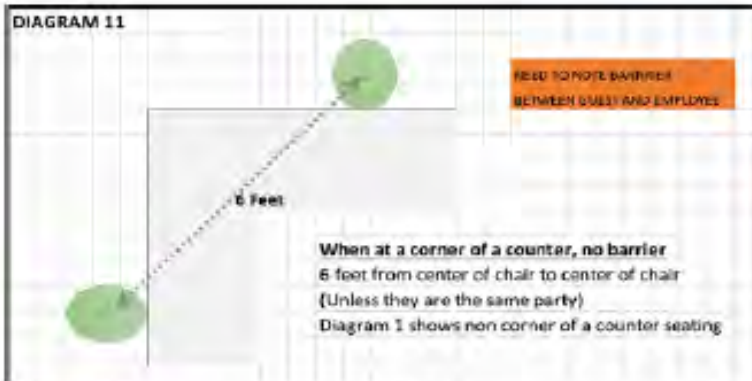
Date Last Revised: _____

Examples of approved seating arrangements within the allowable occupancy
(Each square is 6"x 6")

Barriers must be made of impermeable, cleanable, and durable materials that can be frequently cleaned and sanitized. Barriers must provide at least six-foot high barrier and must be installed per fire and building codes so as to not interfere with the ventilation or fire protection systems. Barriers must provide 30 inches above the table and other dimensions noted in diagrams.







MOTION BY SUPERVISORS HILDA L. SOLIS
AND SHEILA KUEHL

April 14, 2020

Expansion of Tenant Protections During the COVID-19 Crisis to Preserve and Increase Housing Security and Stability and Prevent Further Homelessness

On March 4, 2020, the Los Angeles County (County) Board of Supervisors (Board) proclaimed the existence of a local health emergency due to the novel coronavirus (COVID-19 emergency). On March 19, 2020, pursuant to California Government Code Section 8550 and Los Angeles County Code (Code) Section 2.68.150, the Chair of the Board issued an Executive Order, which among other actions, placed a temporary moratorium on evictions for non-payment of rent by residential or commercial tenants in unincorporated areas impacted by COVID-19 (Moratorium). On March 31, 2020, the Board of Supervisors ratified this Executive Order, which will be in effect from March 4, 2020 through May 31, 2020 (Moratorium Period), unless extended further, and amended the ratified Executive Order to include a ban on rent increases in the unincorporated County to the extent permitted by State law and consistent with Chapter 8.52 of the County Code. The Moratorium will provide timely and necessary relief to tenants who are struggling due to the economic repercussions of the COVID-19 emergency. However, the

MOTION

SOLIS _____

RIDLEY-THOMAS _____

KUEHL _____

HAHN _____

BARGER _____

following additional policies and modifications should be adopted to preserve and increase housing security and stability and to prevent Los Angeles County residents from falling into homelessness due to this crisis, for the preservation of life and property.

WE, THEREFORE, MOVE that the Board of Supervisors adopt the Resolution to amend the Executive Order in order to:

1. Include a temporary moratorium on evictions for non-payment of space rent for mobilehome owners who rent space in mobilehome parks;
2. Expand to all jurisdictions within the County of Los Angeles pursuant to Government Code section 8630, et seq. and Chapter 2.68 of the County Code with considerations for cities that already have local eviction moratoria in place;
3. Prohibit rent increases for residential units and mobilehome owners from March 4, 2020 through May 31, 2020, unless extended further, to the extent permitted by State law and consistent with Chapters 8.52 and 8.57 of the County Code. The Executive Order shall also prohibit a landlord from imposing any new pass-throughs or charging interest and/or late fees for unpaid rent during the Moratorium Period, and bar landlords from attempting to collect interest and late fees incurred during this Moratorium Period following the termination of the Executive Order;
4. Encourage landlords and tenants to agree on a payment plan that would allow landlords to accept partial rent payments during the Moratorium if tenants are able to make such payments;

5. Extend the repayment period from six (6) months to 12 months following the end of the Moratorium Period;
6. Further define financial impact and relation to COVID-19, as well as prohibit an eviction during the Moratorium Period based on the presence of unauthorized occupants, pets, or nuisance necessitated by or related to the COVID-19 emergency;
7. Allow tenants to provide and require landlords to accept a self-certification of a tenant's inability to pay rent and to provide notice to the landlord to that effect;
8. Prohibit landlords, and those acting on their behalf, from harassing or intimidating tenants for acts or omissions expressly permitted under the Executive Order, as amended, and the attached Resolution; and
9. Address the County's public policy and intent to close certain businesses to protect public health, safety and welfare, and the County recognizes that the interruption of any business will cause loss of and damage to the business. Therefore, the County finds and declares that the closure of these businesses is mandated for the public health, safety and welfare and that the physical loss of and damage to businesses is resulting from the shutdown and that these businesses have lost the use of their property and are not functioning as intended.

#

HLS:wr/mr

**RESOLUTION OF THE BOARD OF SUPERVISORS
AMENDING THE EXECUTIVE ORDER FOR AN EVICTION MORATORIUM DURING
THE COVID-19 LOCAL EMERGENCY RATIFIED ON MARCH 31, 2020**

WHEREAS, on March 4, 2020, the Chair of the Los Angeles County Board of Supervisors ("Board") proclaimed, pursuant to Chapter 2.68 of the Los Angeles County Code, and the Board ratified that same day, the existence of a local emergency because the County of Los Angeles ("County") is affected by a public calamity due to conditions of disaster or extreme peril to the safety of persons and property arising as a result of the introduction of the novel coronavirus ("COVID-19") in Los Angeles County;

WHEREAS, also on March 4, 2020, the County Health Officer determined that there is an imminent and proximate threat to the public health from the introduction of COVID-19 in Los Angeles County, and concurrently declared a Local Health Emergency;

WHEREAS, on March 16, 2020, Governor Newsom issued Executive Order N-28-20 that authorizes local governments to halt evictions for renters, encourages financial institutions to slow foreclosures, and protects renters and homeowners against utility shutoffs for Californians affected by COVID-19;

WHEREAS, on March 19, 2020, the Chair of the Board issued an Executive Order ("Executive Order") that imposed a temporary moratorium on evictions for non-payment of rent by residential or commercial tenants impacted by COVID-19 ("Moratorium"), commencing March 4, 2020 through May 31, 2020 ("Moratorium Period");

WHEREAS, on March 21, 2020, due to the continued rapid spread of COVID-19 and the need to protect the community, the County Health Officer issued a revised Safer at Home Order for Control of COVID-19 ("Safer at Home Order") prohibiting all events and gatherings and closing non-essential businesses and areas until April 19, 2020;

WHEREAS, on March 27, 2020, Governor Newsom issued Executive Order N-37-20 extending the period for response by tenants to unlawful detainer actions and prohibiting evictions of tenants who satisfy the requirements of Executive Order N-37-20;

WHEREAS, on March 31, 2020, the Board ratified the County's Executive Order and amended the ratified Executive Order to include a ban on rent increases in the unincorporated County to the extent permitted by State law and consistent with Chapter 8.52 of the County Code;

WHEREAS, on April 6, 2020, the California Judicial Council, the policymaking body of the California courts, issued eleven temporary emergency measures, of which Rules 1 and 2 effectively provide for a moratorium on all evictions and judicial foreclosures;

WHEREAS, COVID-19 is causing and is expected to continue to cause serious financial impacts to Los Angeles County residents and businesses, including the substantial loss of income due to illness, business closures, loss of employment, or reduced hours, impeding their ability to pay rent;

WHEREAS, displacing residential and commercial tenants who are unable to pay rent due to such financial impacts will worsen the present crisis by making it difficult for them to comply with the Safer at Home Order, thereby placing tenants and many others at great risk;

WHEREAS, while it is the County's public policy and intent to close certain businesses to protect public health, safety and welfare, the County recognizes that the interruption of any business will cause loss of and damage to the business. Therefore, the County finds and declares that the closure of these businesses is mandated for the public health, safety and welfare and that the physical loss of and damage to businesses is resulting from the shutdown and that these businesses have lost the use of their property and are not functioning as intended;

WHEREAS because homelessness and instability can exacerbate vulnerability to, and the spread of, COVID-19, the County must take measures to preserve and increase housing security and stability for Los Angeles County residents to protect public health;

WHEREAS, a County-wide approach to restricting displacement is necessary to accomplish the public health goals of limiting the spread of the COVID-19 virus as set forth in the Safer at Home Order;

WHEREAS, based on the County's authority during a state of emergency pursuant to Government Code section 8630, et seq. and Chapter 2.68 of the County Code, the County may issue orders to all incorporated cities within the County to provide for the protection of life and property, where necessary to preserve the public order and safety; and

WHEREAS, due to the continued, rapid spread of COVID-19 and the need to preserve life and property, the County has determined that continued evictions in the County and all of its incorporated cities during this COVID-19 crisis would severely impact the health, safety and welfare of County residents.

NOW, THEREFORE, THE BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES DOES HEREBY PROCLAIM, RESOLVE, DETERMINE AND ORDER AS FOLLOWS:

SECTION 1: The Executive Order is hereby amended to also include a temporary moratorium on eviction for non-payment of space rent on mobilehome owners who rent space in mobilehome parks. This Executive Order is expanded to include all incorporated cities within the County of Los Angeles pursuant to Government Code section 8630, et

seq. and Chapter 2.68 of the County Code, exempting therefrom cities that have local eviction moratoria in place.

SECTION 2: The Executive Order has been ratified and amended to prohibit rent increases for residential units and mobilehome owners in the unincorporated County during the Moratorium Period, unless extended, to the extent permitted by State law and consistent with Chapters 8.52 and 8.57 of the County Code. The Executive Order, also prohibits a landlord from imposing any new pass-throughs permitted in Chapters 8.52 and 8.57 of the County Code or charging interest or late fees on unpaid rent during the Moratorium Period, and bars landlords from attempting to collect any interest and late fees incurred during this Moratorium Period following the termination of the Moratorium.

SECTION 3: The Executive Order hereby amends Paragraph 1.b to read as follows: "For purposes of this Executive Order, 'financial impacts' means substantial loss of household income or loss of revenue or business for commercial tenants due to business closure, loss of compensable hours of work or wages, layoffs, or extraordinary out-of-pocket medical expenses. A financial impact is "related to COVID-19" if it was a result of any of the following: (1) suspected or confirmed case of COVID-19, or caring for a household or family member who is suspected or confirmed with COVID-19; (2) lay-off, loss of hours, or other income reduction resulting from business closure or other economic or employer impacts of COVID-19; (3) compliance with a recommendation from the County's Health Officer to stay home, self-quarantine, or avoid congregating with others during the state of emergency; (4) extraordinary out-of-pocket medical expenses related to diagnosis and testing for and/or treatment of COVID-19; or (5) child care needs arising from school closures related to COVID-19. No landlord shall initiate an eviction proceeding during the Moratorium Period for unauthorized occupants, pets or nuisance as necessitated by or related to the COVID-19 emergency. For purposes of this Executive Order, a commercial tenant includes, but is not limited to, a tenant using a property as a storage facility for commercial purposes."

SECTION 4: The Executive Order hereby amends Paragraph 1.e to read as follows: "Tenants shall have twelve (12) months following the end of the Moratorium Period to pay the Landlord any amounts due and owing pursuant to Paragraph I. Tenants and Landlords are encouraged to agree to a payment plan during this twelve-month period, but nothing in this Executive Order shall be construed to prevent a Landlord from requesting and accepting partial rent payments, or a Tenant from making such payments, during the twelve-month period if the Tenant is financially able to do so. Residential Tenants, and commercial Tenants with less than ten (10) employees, may provide and Landlord must accept a self-certification of Tenant's inability to pay rent and to provide notice to the Landlord to that effect."

SECTION 5: The Executive Order is hereby amended to prohibit landlords, and those acting on their behalf, from harassing or intimidating tenants for acts or omissions by tenant expressly permitted under the Executive Order, as amended, and this Resolution.

SECTION 6: The Executive Order is hereby amended to address the County's public policy and intent to close certain businesses to protect public health, safety and welfare, and the County recognizes that the interruption of any business will cause loss of and damage to the business. Therefore, the County finds and declares that the closure of these businesses is mandated for the public health, safety and welfare and that the physical loss of and damage to businesses is resulting from the shutdown and that these businesses have lost the use of their property and are not functioning as intended.

SECTION 7: That this Resolution shall take effect immediately upon its passage and shall remain in effect until May 31, 2020, unless extended or repealed by the Board of Supervisors, or its designee.

The foregoing Resolution was adopted on the 14th day of April 2020, by the Board of Supervisors of the County of Los Angeles.



Board of Supervisors of the
County of Los Angeles

By Kathryn Barger
Chair

APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel

By: Suzanne Poncher
Deputy

ATTEST: CELIA ZAVALA
EXECUTIVE OFFICER
CLERK OF THE BOARD OF SUPERVISORS

By: Rachelle Ami Heuman, Deputy

Exhibit A

Al Fresco Dining and Retail Pilot Program: Temporary Use Permit, Encroachment Permit, and Parking Requirements

The Planning Director shall review and approve a Temporary Use Permit (TUP) for temporary outdoor dining and retail display in accordance with South Pasadena Municipal Code (SPMC) Section 36.410.059. Temporary outdoor dining and retail uses in association with the Coronavirus shall adhere to the appropriate social distancing protocols established by the Los Angeles County Department of Public Health and may be established within existing on-site parking or other private spaces. The TUP may be issued until the March 18, 2020 Local Emergency Declaration has been lifted. Use of on-street parking or street closures will be subject to a temporary encroachment permit.

Parking and Loading Spaces Reduction

A temporary reduction of up to 50% of existing parking or loading spaces, or as approved by the Planning Director, to accommodate additional outdoor dining or retail space under this program.

Outdoor Dining

- A. Review requirement. A temporary outdoor dining or seating area for restaurants or other establishments with a public eating license in association with the Coronavirus shall require approval of a Temporary Use Permit, and shall be developed in compliance with an approved site plan which indicates the areas dedicated for outdoor dining and the maximum seating capacity for the outdoor dining area in accordance with the appropriate social distancing protocols. The following standards from SPMC Section 36.350.130 (Outdoor Dining) as modified shall be followed:
- B. Location requirements.
 1. Patron tables and other outdoor dining area components shall be located on the same site as the other facilities of the restaurant or within nearby public right-of-way.
 2. All seating shall ensure enough space to adhere to the appropriate social distancing protocols.
 3. If any portion of the outdoor dining area is to be located within a public right-of-way, an Encroachment Permit shall be obtained in compliance with the Municipal Code concurrent with the approval of a Temporary Use Permit for the outdoor dining area.
 4. When located immediately adjacent to a residential use, provisions shall be made to minimize noise, light, and odor impacts on the residential use.
- C. Hours of operation. The hours and days of operation of the outdoor dining area shall be the same as the hours and days of operation of the primary business and shall be identified in the approved Temporary Use Permit.
- D. Lighting. Illuminated outdoor dining areas shall incorporate lighting which shall be installed to prevent glare onto, or direct illumination of, any residential property or use, in compliance with Section 36.300.090 (Outdoor Lighting).

- E. Alcoholic beverage sales. A restaurant that proposes to serve alcoholic beverages within an outdoor dining area shall comply with the standards established by the State Department of Alcoholic Beverage Control. The dining area shall be:
 - 1. Physically defined and clearly a part of the restaurant it serves; and
 - 2. Supervised by a restaurant employee to ensure compliance with laws regarding the on-site consumption of alcoholic beverages.
- F. Operating requirements.
 - 1. Clean-up facilities and maintenance. Outdoor dining areas shall be kept in a clean condition and free of litter and food items which constitute a nuisance to public health, safety, and welfare.
 - 2. Outdoor cooking. Cooking within an outdoor dining area may occur only with Administrative Use Permit approval.
 - 3. Placement of tables. Tables shall be placed only in the locations shown on the approved site plan.
- G. Design compatibility. The following standards are intended to ensure compatibility with surrounding uses and a high standard of design quality wherever possible.
 - 1. Outdoor dining areas and associated structural elements, awnings, covers, furniture, umbrellas, or other physical elements which are visible from the public rights-of-way, shall be compatible with the overall design of the main structures.
 - 2. The use of awnings, plants, umbrellas, and other human scale elements is encouraged to enhance the pedestrian experience.
 - 3. The relationship of outdoor dining areas to churches, hospitals, public schools, and residential uses shall be considered by the Director. Proper mitigation measures should be applied to eliminate potential impacts related to glare, light, loitering, and noise.
 - 4. Outdoor dining areas shall maintain adequate vehicular or pedestrian traffic flow.
- H. Additional standards. At the discretion of the Director, the following additional standards may apply to outdoor dining areas. The applicability of these standards shall be specified in the permit approving the outdoor seating area.
 - 1. Amplified sound and music may be prohibited within the outdoor dining area.
 - 2. A sound buffering, acoustic wall may be required along property lines adjacent to the outdoor dining area. The design and height of the wall shall be approved by the Director.

Outdoor Display and Retail Activities.

- A. Accessory outdoor display. Outdoor displays incidental and complementary to an allowed use on commercially or publicly zoned parcels shall be subject to the approval of a Temporary Use Permit approved by the Director, and all of the following standards, as modified from SPMC Section 36.350.140.
 - 1. Outdoor displays shall be:
 - a. Compliant with to the appropriate social distancing protocols established by the Los Angeles County Department of Public Health.
 - b. Approved with a defined fixed location that does not disrupt the normal function of the site or its circulation, and does not encroach upon driveways, landscaped areas, or parking spaces. Displays shall not obstruct traffic safety sight areas or otherwise create hazards for vehicle or pedestrian traffic. They

shall also be placed so that the clear space for the passage of pedestrians upon the sidewalk is not reduced to less than six feet on minor arterials and eight feet on major arterials. All placement within the public right-of-way shall require the approval of an encroachment from the Public Works Director.

- c. Directly related to a business occupying a permanent structure on the same site, and shall display only goods of the primary business on the same site, provided that display may extend into or enter over any public sidewalk by a maximum of two feet, where authorized by an Encroachment Permit issued by the Public Works Director;
 - d. Limited to the hours of operation of the business, be portable and removed from public view at the close of each business day.
 - e. Managed so that display structures and goods are maintained at all times in a clean and neat condition, and in good repair;
 - f. All temporary displays shall ensure enough space to adhere to the appropriate social distancing protocols; and
 - g. Placed to not block structure entrances and on-site driveways.
2. Outdoor displays shall not be:
- a. Placed within 100 feet of any residential dwelling, except for mixed-use projects; or
 - b. Placed so as to impede or interfere with the reasonable use of the store front windows for display purposes.