



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

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

**August 19, 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 August 19, 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](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](mailto:ccpubliccomment@southpasadenaca.gov). **Public Comments must be received by 12 p.m., August 19, 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 Michael Cacciotti

**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](mailto:ccpubliccomment@southpasadenaca.gov). Public Comments must be received by 12 p.m., August 19, 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 \$177,866.96; General City Warrants in the Amount of \$2,604,430.88; General City Warrant Voids in the Amount of (\$49,029.71); Supplemental ACH Payments in the Amount of \$156,778.25**

Recommendation

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

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**7. Monthly Investment Reports for June 2020**

Recommendation

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

**8. Award of Contract to RKA Consulting Group for the Engineering Design, Construction Management and Inspection Services of Fiscal Year 2019-20 Street Improvement Projects in an Amount Not-to-Exceed \$202,636**

Recommendation

It is recommended that the City Council:

1. Accept a proposal dated April 17, 2020, from RKA Consulting Group for the Engineering Design, Construction Management and Inspection Services of Fiscal Year (FY) 2019-20 Street Improvement Projects; and
2. Authorize the City Manager to execute the agreement and any amendments with RKA Consulting Group for a not-to-exceed amount of \$202,636 (\$184,215 for the proposal amount and \$18,421 for 10% contingency); and
3. Reject all other proposals received.

**9. Award of Contract to Interwest Consulting Group, Inc. for the On-Call Public Works Engineering Plan Checking Services Starting in Fiscal Year 2020-21 in an Amount Not-to-Exceed \$55,000**

Recommendation

It is recommended that the City Council:

1. Accept a proposal dated June 29, 2020, from Interwest Consulting Group, Inc. for the On-Call Public Works Engineering Plan Checking Services Starting in Fiscal Year (FY) 2020-21; and
2. Authorize the City Manager to execute the agreement and any amendments with Interwest Consulting Group, Inc. for a not-to-exceed amount of \$55,000 (\$50,000 for the proposal amount and \$5,000 for 10% contingency); and
3. Reject all other proposals received; and
4. Authorize Interwest Consulting Group, Inc. to provide the on-call “Deputy Inspector” services in accordance with the Southwest Monterey Hills Construction Regulations which are pass through costs to the City paid by the project developers through deposits provided by the City.

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**10. Award of Purchase Contract with Long Beach BMW for Three (3) Fully Outfitted BMW RT-P Police Motorcycles in the Amount of \$114,338**

Recommendation

It is recommended that the City Council:

1. Award the purchase contract to Long Beach BMW in response to specification for three (3) police patrol motorcycles in the amount of \$92,657; and
2. Award the purchase contract to Motorola Solutions for three digital police radios in the amount of \$21,270; and
3. Award the purchase contract to Prime Graphix for the installation of police graphics in the amount of \$410.

**11. Execution of the Fund Transfer Agreement to Receive Safe Clean Water Program’s Fiscal Year 2020-21 Municipal Fund**

Recommendation

It is recommended that the City Council authorize the City Manager to execute the Fund Transfer Agreement with the Los Angeles County Flood Control District to receive Safe Clean Water Program’s Fiscal Year 2020-21 Municipal Fund.

**12. Adoption of a Resolution Approving Application for Urban Counties Per Capita Grant Funds and Approval of Memorandum of Understanding (MOU) with City of Pasadena**

Recommendation

It is recommended that the City Council:

1. Adopt a resolution approving application for Urban Counties Per Capita Grant Program; and
2. Approve and authorize the City Manager to execute a Memorandum of Understanding (MOU) with the City of Pasadena; and
3. Authorize the fund transfer of \$200,000 from Arroyo Golf Course/Bike Trail Reserve Fund and \$237,500 from Renewable Energy Source Reserve Fund to Measure W – Stormwater Operations and Maintenance – Special Department Services (239-6010-6011-8020).

**13. Discretionary Fund Request from Councilmember Khubesrian in the Amount of \$3,870 for a Black Lives Matter Mural**

Recommendation

It is recommended that the City Council approve the Discretionary Fund request by Councilmember Khubesrian to allocate \$3,870 for the creation and installation of a Black Lives Matter mural by the South Pasadena High School Anti-Bias Club.

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**14. Acceptance and Approval of the San Gabriel Valley Council of Governments Homelessness Grant Award in the Amount of \$165,000 for the City's Homeless Plan Implementation and the Development and Implementation of a Prevention and Diversion Program to Prevent City Residents from Becoming Homeless**

Recommendation

It is recommended that the City Council authorize the City Manager to execute a Memorandum of Agreement (MOA) with the San Gabriel Valley Council of Governments (SGVCOG) for \$165,000 for the following programs:

- 1) Implementation of the City's Homeless Plan in the amount of \$150,000.
- 2) Development and implementation of a Prevention and Diversion Program to prevent City residents from becoming homeless in the amount of \$15,000.

**15. Adoption of Resolution for Summary Vacation of an Existing Slope Easement at 1230 Kolle Avenue**

Recommendation

It is recommended that the City Council approve a resolution (see Attachment 1) to summarily vacate an existing slope easement at 1230 Kolle Avenue.

**16. Resolution Initiating the Salary Reopener Provision Contained in the 2019-2022 Memorandums of Understanding with the South Pasadena Police Officers' Association, South Pasadena Firefighters' Association, and the South Pasadena Public Service Employees' Association**

Recommendation:

It is recommended that the City Council approve the proposed resolution, to initiate the salary reopener provision of the 2019-2022 Memorandums of Understanding (MOUs) for the South Pasadena Police Officers' Association, South Pasadena Firefighters' Association, and South Pasadena's Public Service Employees' Association.

**17. Adoption of a Resolution Continuing the Proclamation of a Local Emergency Due to the Outbreak of COVID-19, Authorizing the Expansion of the Al Fresco Dining and Retail Program to Include the Use of the Public Right-of-Way, 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; and
2. Authorizing the expansion of the Al Fresco Dining and Retail Program to include the use of the public right-of-way for outdoor dining and retail; and
3. Authorizing the City Manager to take all necessary actions as the Director of Emergency Services.

**PUBLIC HEARING****18. Public Hearing for First Reading and Introduction of an Ordinance to Add Article IX (Pool Maintenance) to Chapter 17 (Health and Sanitation) of the South Pasadena Municipal Code**Recommendation

It is recommended that the City Council conduct a public hearing for first reading and introduction of an Ordinance to add Article IX (Pool Maintenance) to Chapter 17 (Health and Sanitation) of the South Pasadena Municipal Code (SPMC).

**ACTION/DISCUSSION ITEMS****19. Master Lease of Seven Wireless Facilities by Tower Ventures**Recommendation

It is recommended that the City Council approve the proposed Master Lease and Escrow Agreement with Tower Ventures and direct the City Manager to execute all necessary documents to complete the transaction.

**20. Al Fresco Dining and Retail Pilot Program - Phase 2**Recommendation

It is recommended that the City Council:

1. Approve Phase 2 of the Al Fresco Dining and Retail Pilot Program (Program) authorizing Staff to review and approve applications for use of parking lanes, where feasible, in the public right of way; and
2. Approve the use of up to \$50,000 of Proposition C Local Return Funds to implement concrete barriers for the roll-out of the Phase 2 parking lane closures; and
3. Authorize the City Manager to execute an on-call contract with Right-of-Way, Inc. in an amount not to exceed \$50,000 to implement concrete barriers for Phase 2 parking lane closures.

**21. Authorize Statement of Revenues and Expenditures for Fiscal Year 2020-2021 in Accordance with Government Code Section 53901 and Provide Direction on Budget Process**Recommendation

It is recommended that the City Council authorize the submittal of the anticipated statement of revenues and expenditures for Fiscal Year (FY) 2020/21 in accordance with government code section 53901 and provide direction on budget process.

**INFORMATION REPORTS**

- 22. Discussion of Fremont Avenue Traffic Calming**
- 23. Discussion of Meridian Traffic Calming Measures**
- 24. Presentation Regarding Black Lives Matter Mural**
- 25. Audit Presentation By Rogers, Anderson, Malody & Scott LLP**

**ADJOURNMENT**

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

September 2, 2020	Regular City Council Meeting	Council Chamber	7:30 p.m.
September 16, 2020	Regular City Council Meeting	Council Chamber	7:30 p.m.
October 7, 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](mailto: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](mailto: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.*

8/13/2020

/s/

Date

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Maria E. Ayala  
Chief City Clerk





# City Council Agenda Report

ITEM NO. 6

**DATE:** August 19, 2020

**FROM:** Stephanie DeWolfe, City Manager

**PREPARED BY:** Karen Aceves, Finance Director

**SUBJECT:** **Approval of Prepaid Warrants in the Amount of \$177,866.96; General City Warrants in the Amount of \$2,604,430.88; General City Warrant Voids in the Amount of (\$49,029.71); Supplemental ACH Payments in the Amount of \$156,778.25.**

### Recommendation Action

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

### Fiscal Impact

Prepaid Warrants:

Warrant # 311044-311073	\$ 84,334.61
ACH	\$ 93,532.35
Voids	\$ (49,029.71)

General City Warrants:

Warrant # 311074-311172	\$ 1,393,067.57
ACH	\$ 1,211,363.31
Voids	\$ 0

Wire Transfers (LAIF)	\$ 0
Wire Transfers (RSA)	\$ 0
Wire Transfers (Acct # 2413)	\$ 0
Wire Transfers (Acct # 1936)	\$ 0
Supplemental ACH Payment	\$ 156,778.25

RSA:

Prepaid Warrants	\$ 0
General City Warrants	\$ 0

Total	\$ 2,890,046.38
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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 08.19.2020

Fund No.	Amounts	
	Prepaid	Written
101	131,517.70	1,083,607.93
103	-	-
104	-	32,137.80
105	-	-
205	3,848.60	58,940.30
207	292.65	1,641.94
208	-	-
210	292.64	91,060.90
211	-	-
215	292.64	76,842.60
217	-	-
218	-	-
220	-	-
223	-	-
226	-	-
228	1,707.58	-
230	292.65	2,764.33
232	-	1,570.00
233	-	-
236	-	-
237	-	290,658.20
238	1,151.40	-
239	-	7,552.00
241	-	-
242	-	-
245	-	-
248	-	-
249	-	-
255	13,954.94	-
260	-	-
270	-	-
272	-	-
274	-	-
275	-	-
277	-	-
295	-	3,975.00
310	-	-
500	6,853.36	923,940.89
503	-	28,816.64
505	-	-
510	-	-
550	-	-
700	17,662.80	922.35
		-
<b>Column Totals:</b>	<b>177,866.96</b>	<b>2,604,430.88</b>

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

**City Report Totals:** 2,782,297.84

Wire Transfer - LAIF	-
Wire Transfer - RSA	-
Wire Transfer - Acct # 2413	-
Wire Transfer - Acct # 1936	-
Supplemental ACH Payments	156,778.25
Voids - Prepaid	(49,029.71)
Voids - General Warrant	-

**Grand Report Total:** 2,890,046.38

Robert Joe, Mayor

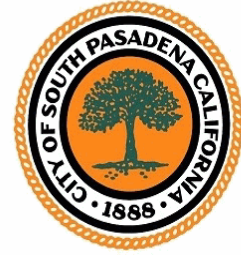
Karen Aceves, Finance Director

**ATTACHMENT 2**  
**Prepaid Warrant List**

# Accounts Payable

## Checks by Date - Detail by Check Date

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Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
ACH	DIG0800 38919 38989	Digital Telecommunications Corp IT - Phones (2nd Floor Phone Line Move) IT - Phones (August 2020)	07/14/2020	225.00 927.00
Total for this ACH Check for Vendor DIG0800:				1,152.00
ACH	LIN7766 20.03	Linn & Associates Professional Planning Services: 4931 Harriman /	07/14/2020	675.00
Total for this ACH Check for Vendor LIN7766:				675.00
ACH	PUWA8020 202018292	Pure Water Fire Department Supplies - July 2020	07/14/2020	87.39
Total for this ACH Check for Vendor PUWA8020:				87.39
311044	ADRSV 20-2540-SGB-02	ADR Services, Inc. Legal Services Case # 2	07/14/2020	3,750.00
Total for Check Number 311044:				3,750.00
311045	AT&T5006 130464796	AT & T U-Verse Account # 130464796 (06/18-07/17/2020)	07/14/2020	179.00
Total for Check Number 311045:				179.00
311046	AT&T5011 626 577-6657	AT&T Account # 626-577-6657 213 7 (06/13-07/12/20:	07/14/2020	64.17
Total for Check Number 311046:				64.17
311047	ATCN9011 000014786507 000014929025	AT&T Calnet 3 Acct# 9391062308 (04/20-05/19/2020) Calnet 3 Acct# 9391062308 (05/20-06/19/2020)	07/14/2020	6,374.12 6,091.63
Total for Check Number 311047:				12,465.75
311048	CIN4011 287014917916x06	AT&T --Cingular Wireless Account # 287014917916x06 (05/09-06/08/2020	07/14/2020	1,867.96
Total for Check Number 311048:				1,867.96
311049	JLCS5320 18208	Julia Constable Water Refund for Acct# 18208	07/14/2020	17.98
Total for Check Number 311049:				17.98
311050	COR7788 Summ1	Darren Cornforth Class Instructor Online Tennis	07/14/2020	864.00
Total for Check Number 311050:				864.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
311051	GAL7788 Summ1	Donna Gale Class Instructor: Online Tot Ballet & Tap, Maste	07/14/2020	1,536.00
Total for Check Number 311051:				1,536.00
311052	HRCS2011 8 9	Housing Rights Center Fair Housing Program (February 2020) Fair Housing Program (March 2020)	07/14/2020	838.66 868.92
Total for Check Number 311052:				1,707.58
311053	JNJV5320 400 Prospect	Jennifer Jones Reimb. Overpayment for 400 Prospect Ave.	07/14/2020	2,011.47
Total for Check Number 311053:				2,011.47
311054	KLSN5270 111189	Sean Kelly Refund Summer Camp Med	07/14/2020	154.07
Total for Check Number 311054:				154.07
311055	IVLB5270 111181 111221	Ivonne Lanzas-Benavides Refund for Cancelled Class: Online Jedi Training Refund for Cancelled Class: Minecraft	07/14/2020	165.00 165.00
Total for Check Number 311055:				330.00
311056	MCM2352 35827492	McMaster Carr Supply Co Parts to Repair Drain @ Wilson Well	07/14/2020	121.48
Total for Check Number 311056:				121.48
311057	NXPX2920 INV31164	Nexus Plex 1 Month Promo Package Summer Camp Med.	07/14/2020	367.50
Total for Check Number 311057:				367.50
311058	NLMR 200296	Nielsen Merksamer Amicus Brief: Higginson vs. Becerra	07/14/2020	5,000.00
Total for Check Number 311058:				5,000.00
311059	POIN8032 Summ1	Pointe by Pointe Class Instructor: Online Tap Dance	07/14/2020	44.00
Total for Check Number 311059:				44.00
311060	SOCT8030 IN1483800	SoCal Office Technologies Citywide Copier Charges (02/18-05/17/2020)	07/14/2020	29.94
Total for Check Number 311060:				29.94
311061	STA5219 3402713453 3440427446 3442176118 3442683992 3449345537 3449345547 3449345550 3449566161	Staples Business Advantage Management Services Office Supplies Management Services Office Supplies City Clerk Office Supplies Management Services Office Supplies Fire Dept. Supplies Fire Dept. Supplies Fire Dept. Supplies Fire Dept. Supplies	07/14/2020	-21.99 109.49 437.99 437.99 92.00 55.11 29.11 169.15

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 311061:	1,308.85
311062	TIM4011	Time Warner Cable	07/14/2020	
	025196706220	Account # 8448 30 008 0251967 (06/22-07/21/2020)		652.36
	0311704061120	Account # 8448 30 008 0311704 (06/11-07/10/2020)		1,223.00
	0345504052120	Account # 8448 30 008 0345504 (05/21-06/20/2020)		720.00
	0345504062120	Account # 8448 30 008 0345504 (06/21-07/20/2020)		720.00
			Total for Check Number 311062:	3,315.36
311063	WEWW6710 52637-00	Western Water Works Parts for Spring Loaded Valve at Westside Pump	07/14/2020	
			Total for Check Number 311063:	2,187.59
311064	WIL5896	Willdan Associates	07/14/2020	
	00221311	P& B Consultant: Temporary Code Enforcement		3,185.00
	00222549	P& B Consultant: Temporary Code Enforcement		8,287.50
			Total for Check Number 311064:	11,472.50
311065	XRXF5010	Xerox Financial Svcs	07/14/2020	
	2096889	CityWide Copier Lease (06/06-07/05/2020)		3,428.85
	2110478	Garfield Plant Copier (05/06-06/05/2020)		214.50
	2152353	Garfield Plant Copier (06/06-07/05/2020)		275.05
			Total for Check Number 311065:	3,918.40
			Total for 7/14/2020:	54,627.99
			Report Total (25 checks):	54,627.99



# Accounts Payable

## Checks by Date - Detail by Check Date

User: ealvarez  
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Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
ACH	ACTM3010 55728450	Accountemps Finance Temp Svcs. Bank Recon. Assistance &	07/22/2020	2,626.00
Total for this ACH Check for Vendor ACTM3010:				2,626.00
ACH	PATC3011 SIN022975	PayTech COSP Post Implementation Project Manager - (0	07/22/2020	450.00
Total for this ACH Check for Vendor PATC3011:				450.00
Total for 7/22/2020:				3,076.00
ACH	245ZNE 40848-853 40848-853 40848-853 40848-853 40848-853 40848-853 40848-853	245 ZNE LLC Refund Permit Request: 245 Fair Oaks Permit # Refund Permit Request: 245 Fair Oaks Permit # Refund Permit Request: 245 Fair Oaks Permit # Refund Permit Request: 245 Fair Oaks Permit # Refund Permit Request: 245 Fair Oaks Permit # Refund Permit Request: 245 Fair Oaks Permit # Refund Permit Request: 245 Fair Oaks Permit #	07/28/2020	1,129.70 647.60 2,860.69 708.90 28,606.98 681.80 13,954.94
Total for this ACH Check for Vendor 245ZNE:				48,590.61
ACH	AIR6010 9972181681	Airgas USA LLC Oxygen Cylinder Rental - July 2020	07/28/2020	229.80
Total for this ACH Check for Vendor AIR6010:				229.80
ACH	COBR7131 1124362 122057	The Advantage Group HRA Admin Fee August 2020 & July Adj. HRA Admin Fee August 2020 & July Adj.	07/28/2020	15,683.48 294.00
Total for this ACH Check for Vendor COBR7131:				15,977.48
Total for 7/28/2020:				64,797.89
ACH	AIS0107 ACIP165	Alliant Insurance Svcs, Inc. Crime Insurance Renewal	08/11/2020	2,325.00
Total for this ACH Check for Vendor AIS0107:				2,325.00
ACH	CEAP7000 06/12/20 P/R/E 07/10/20	South Pasadena Part Time Employees Assn Union Dues June 2020 Union Dues July 2020	08/11/2020	176.00 368.00
Total for this ACH Check for Vendor CEAP7000:				544.00
ACH	HQAB8100	Hi Quality Auto Body Inc.	08/11/2020	

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	16646	Repairs to Unit # 1401 (Bumper & Pushbar)		2,456.97
Total for this ACH Check for Vendor HQAB8100:				2,456.97
ACH	OFF4011	Office Solutions	08/11/2020	
	I-01723034	Police Dept. Supplies (USB Flash Drive)		81.78
	I-01723049	Police Dept. Supplies (Envelope & Ink)		467.02
	I-01730765	Police Dept. Supplies (Hot Cups & Stationary)		332.35
	I-01738942	Police Dept. Supplies (Soap Dispensers)		136.71
	I-01741135	Police Dept. Supplies (Nitrile Gloves)		390.29
	I-01742784	Police Dept. Supplies (Nitrile Gloves)		58.54
	I-01749050	Police Dept. Supplies (Nitrile Gloves)		6.49
	I-01749051	PD Office Supplies (Cartons of JDIC Paper)		709.89
	I-01767743	Police Dept. Supplies (Glove Dispensers)		264.09
	I-01772178	PD Office Supplies JDIC Carton Paper		655.28
	I-01773372	Police Dept. Supplies (Stationary)		100.33
	I-01773384	Police Dept. Supplies (Batteries, Labels, Marker:		285.23
	I-01773389	Police Dept. Supplies (Flas Drives & Toners)		488.48
	I-01773394	Police Dept. Supplies (USB Drive)		94.90
	I-01773823	Police Dept. Supplies (Soap Dispensers)		77.92
Total for this ACH Check for Vendor OFF4011:				4,149.30
ACH	SOU5230	S.P.Firefighters L-3657	08/11/2020	
	P/R/E 06/12/20	June 2020 Union Dues		2,300.00
	P/R/E 06/12/20	June 2020 Union Ins.		147.42
	P/R/E 06/12/20	June 2020 Union Rec Fees		90.00
	P/R/E 07/10/20	Union Dues July 2020		2,175.00
	P/R/E 07/10/20	Union Rec Fees July 2020		90.00
	P/R/E 07/10/20	Union Ins July 2020		147.42
Total for this ACH Check for Vendor SOU5230:				4,949.84
ACH	SOU5435	S.P.P. O. A.	08/11/2020	
	P/R/E 06/12/20	Union Ins. 06/20/2020		2,129.48
	P/R/E 06/12/20	Union Dues 06/20/2020		2,530.00
	P/R/E 07/10/20	Union Dues July 2020		2,530.00
	P/R/E 07/10/20	Union Ins. July 2020		2,129.48
Total for this ACH Check for Vendor SOU5435:				9,318.96
311066	ADPLC818 561825648	ADP, LLC ADP Services Period End 06/25 & 07/12/20	08/11/2020	10,786.11
Total for Check Number 311066:				10,786.11
311067	WDFD6116	Bob Wondries Ford	08/11/2020	
	601680	Repairs to Unit # 198 (Tires & Brakes)		524.52
	602241	Repair to Unit # 0213 (Ignition Switch)		203.27
	602742	Repairs to Unit # 1404 (Throttle Body)		568.66
	602763	Repair to Unit # 1703 (AC Repair)		287.28
	603032	Repairs to Unit # 198 (Check Engine)		658.40
	604167	Repairs to Unit # 0219 (Ignition)		807.16
	605127	Repair to Unit # 0213 (Replace Interior Door Ha		186.31
	605550	Repair to Unit # 1404 (Repair Fuel Injector)		437.28
	606338	Repairs to Unit # 1405 (Cat. Converter Replacen		547.93
	606503	Repair to Unit # 1703 (Replace Throttle Body)		309.96
	606624	Repair to Unit # 1201 (Oil & Filter, Tire Balance		235.15
Total for Check Number 311067:				4,765.92

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
311068	CFLC8272 9080 9080	Clean Fuel Connection CNG Station Upgrade Project FY2017-04 CNG Station Upgrade Project FY2017-04	08/11/2020	3,848.60 1,151.40
Total for Check Number 311068:				5,000.00
311069	DESI5011 00230	Digital EMS Solutions Inc. Fire Dept. EMS Software Support (Dispathe Ser	08/11/2020	5,837.40
Total for Check Number 311069:				5,837.40
311070	HLGO8264 18334	Holiday Goo Plastic Eggs & Toys for Eggstraveganza	08/11/2020	555.71
Total for Check Number 311070:				555.71
311071	LACG1011 05/01-04/30/21	Los Angeles Community Garden Council Annual Fee for Senior Center Garden Plot	08/11/2020	70.00
Total for Check Number 311071:				70.00
311072	SOU5451 P/R/E 06/12/20 P/R/E 07/10/20	S.P.Public Srvc Empl. Ass'n Union Dues June 2020 Union Dues July 2020	08/11/2020	1,380.00 1,470.00
Total for Check Number 311072:				2,850.00
311073	SOGA6501 196-493-8529 1 196-493-8529 1 196-493-8529 1 196-493-8529 1 196-493-8529 1 196-493-8529 1 196-493-8529 1 196-493-8529 1 196-493-8529 1 196-493-8529 1 196-493-8529 1 196-493-8529 1 196-493-8529 1 196-493-8529 1	The Gas Company CNG City Vehicles CNG City Vehicles CNG City Vehicles CNG City Vehicles CNG City Vehicles CNG City Vehicles CNG City Vehicles CNG City Vehicles CNG City Vehicles CNG City Vehicles CNG City Vehicles CNG City Vehicles CNG City Vehicles CNG City Vehicles	08/11/2020	98.26 98.26 98.26 194.38 194.38 194.38 194.38 98.27 194.38 194.38 98.27 98.27 98.27
Total for Check Number 311073:				1,755.87
Total for 8/11/2020:				55,365.08
Report Total (19 checks):				123,238.97

**ATTACHMENT 3**  
**General City Warrant List**

# Accounts Payable

## Checks by Date - Detail by Check Date

User: ealvarez  
 Printed: 8/13/2020 3:49 PM



Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
ACH	AMPM5011 40978-43501	AM/PM Door, Inc. Fire Dept. Garage Door Repair 5/1/2020	08/19/2020	430.41
Total for this ACH Check for Vendor AMPM5011:				430.41
ACH	ATGC8530	Acorn Technology Services	08/19/2020	
	2211	CO # 212		20.00
	2212	CO # 211		420.00
	2213	CO # 205		320.00
	2214	CO # 210		292.50
	2215	CO # 230		75.00
	2216	CO # 237		515.00
	2217	Labor Charges		12,151.25
	53689	Standard Wildcard Domain		369.99
	53689	Managed IT Server Monitoring		237.50
	53689	IT Onsite Hours - Adjust		485.00
	53689	Remote and Onsite IT Hours Credit		-487.50
	53689	CO # 237		3,000.00
	53689	Managed IT Computer Monitoring		525.00
Total for this ACH Check for Vendor ATGC8530:				17,923.74
ACH	BAK0366	Baker & Taylor Entertainment	08/19/2020	
	H44750240	Books/CDs/DVDs		47.60
	H44833640	Books/CDs/DVDs		292.77
	H44845350	Books/CDs/DVDs		10.60
	H44855400	Books/CDs/DVDs		33.04
	H46762120	Books/CDs/DVDs		33.07
	H46955660	Books/CDs/DVDs		131.01
Total for this ACH Check for Vendor BAK0366:				548.09
ACH	BAK0369	Baker & Taylor Books	08/19/2020	
	2035176280	Books/CDs/DVDs		184.51
	2035224032	Books/CDs/DVDs		446.37
	2035249553	Books/CDs/DVDs		39.71
	2035258018	Books/CDs/DVDs		106.26
	2035306834	Books/CDs/DVDs		21.79
	2035317559	Books/CDs/DVDs		13.07
	2035337926	Books/CDs/DVDs		29.88
Total for this ACH Check for Vendor BAK0369:				841.59
ACH	BEMN6010	The Bee Man	08/19/2020	
	106898	Beehive Treated on Mound Ave. 01/06/20		295.00
Total for this ACH Check for Vendor BEMN6010:				295.00
ACH	BLSP8010	Blackstone Publishing	08/19/2020	
	1173727	Books/DVDs/CDs		127.79

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
Total for this ACH Check for Vendor BLSP8010:				127.79
ACH	CAEN9297 0189101 189101	Carollo Engineers Preparation of City's Integrated Water & Wastew Preparation of City's Integrated Water & Wastew	08/19/2020	1,764.23 32,185.78
Total for this ACH Check for Vendor CAEN9297:				33,950.01
ACH	CHWP2010 42774 43262 43262 43263 43264 43265 43266 43267 43268 43269 43270	Colantuono,Highsmith & Whatley,PC SCE Coalition Billing Services Through May 31 COVID-19 General Services Case 2 Transportation (710 Issues) Labor & Employment Misc. Litigation Special Projects Tax & Assesment Gardena v. RWQCB Water & Utilities	08/19/2020	424.70 1,424.50 8,575.50 12,557.80 318.50 1,641.50 10,380.00 19,690.50 1,102.50 311.50 1,161.00
Total for this ACH Check for Vendor CHWP2010:				57,588.00
ACH	CLSG5270 111279	Sergio Colominas Refund Summer Camp COVID-19	08/19/2020	309.00
Total for this ACH Check for Vendor CLSG5270:				309.00
ACH	CSAC2012 21100175 21300119 21300119 21300119 21300119 21400286 21400286 21400286 21400286 21400933 21400933 21400933 21400933	CSAC Excess Insurance Authority Excess Workers Compensation Program (07/01- General Liability Program (07/01-06/31/21) General Liability Program (07/01-06/31/21) General Liability Program (07/01-06/31/21) General Liability Program (07/01-06/31/21) Cyber Liability Program (07/01-06/31/21) Cyber Liability Program (07/01-06/31/21) Cyber Liability Program (07/01-06/31/21) Cyber Liability Program (07/01-06/31/21) Optional Excess Liability Program (07/01-06/31/ Optional Excess Liability Program (07/01-06/31/ Optional Excess Liability Program (07/01-06/31/ Optional Excess Liability Program (07/01-06/31/	08/19/2020	423,168.00 116,099.50 23,219.90 278,638.80 46,439.80 127.50 637.50 255.00 1,530.00 21,749.40 1,812.45 9,062.25 3,624.90
Total for this ACH Check for Vendor CSAC2012:				926,365.00
ACH	DDL8010 2154 2155	Dr. Detail Ph.D COVID19 Sanitation clean of Transit Vehicles COVID19 Sanitation clean of Transit Vehicles	08/19/2020	385.00 175.00
Total for this ACH Check for Vendor DDL8010:				560.00
ACH	DIG0800 38945 39037	Digital Telecommunications Corp Equipment Maintenance Remote Programming IT-Phones Software Assurance	08/19/2020	95.00 684.00
Total for this ACH Check for Vendor DIG0800:				779.00
ACH	GPPT9090 402340 402608 412957	Gopher Patrol Gopher Patrol / Abatement Gopher Patrol / Abatement Gopher Patrol / Abatement June 2020	08/19/2020	250.00 95.00 250.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
Total for this ACH Check for Vendor GPPT9090:				595.00
ACH	INCG6011	Interwest Consulting Group	08/19/2020	
	60474	On-Call Construction Management & Inspection		25,562.50
	60477	Plan Check & Public Works Capital Improvement		3,255.00
	60938	Plan Check & Public Works Capital Improvement		1,015.00
	61159	Plan Check & Public Works Capital Improvement		580.00
	61305	On-Call Construction Management & Inspection		30,107.50
	61306	Plan Check & Public Works Capital Improvement		1,085.00
	61306	Plan Check & Public Works Capital Improvement		5,425.00
	64077	Plan Check & Public Works Capital Improvement		1,085.00
Total for this ACH Check for Vendor INCG6011:				68,115.00
ACH	JHMS8020	JHM Supply	08/19/2020	
	213356/1	Irrigation Repairs at Fair Oaks Meridian at Greve		89.97
	218111/1	COVID-19 Irrigation for City Hall Bathroom		196.11
Total for this ACH Check for Vendor JHMS8020:				286.08
ACH	LCW7456	Liebert Cassidy Whimore	08/19/2020	
	1498198	Employment Relations Consortium FY20-21 M		3,045.00
Total for this ACH Check for Vendor LCW7456:				3,045.00
ACH	LDCR6410	LandCare USA LLC	08/19/2020	
	317234	Landscape Services for Fair Oaks Median Project		10,320.00
	317235	Landscape Services for Fair Oaks Median Project		14,480.00
Total for this ACH Check for Vendor LDCR6410:				24,800.00
ACH	MNBL8170	Munibilling	08/19/2020	
	10879	Water Billing Services: Absorbition Charge		11,454.59
	10923	Water Billing Services: Postage		1,369.68
	10923	Postage		513.32
Total for this ACH Check for Vendor MNBL8170:				13,337.59
ACH	NGSI6010	Natural Gas Systems Inc.	08/19/2020	
	6123	Urgent Repair at CNG Station		2,264.43
Total for this ACH Check for Vendor NGSi6010:				2,264.43
ACH	OVDR8011	OverDrive Inc.	08/19/2020	
	01148CO20226835	eBooks/ Audiobooks		2,768.85
Total for this ACH Check for Vendor OVDR8011:				2,768.85
ACH	PEDS6010	Prime Electric Distributors	08/19/2020	
	S1412280.001	Fair Oaks Ave./Huntington Dr. Spot Light		40.11
	S1413123.001	Electrical Wiring Poll Box		51.47
Total for this ACH Check for Vendor PEDS6010:				91.58
ACH	POS5265	Post Alarm Systems	08/19/2020	
	1279623	Monthly monitoring fee for WMB & Rec. buildi		56.74
	1279623	Monthly monitoring fee for WMB & Rec. buildi		56.74
	1287945	Monthly monitoring fee for Aug. 2020		51.74
	1287945	Monthly monitoring fee for Aug. 2020		51.74
Total for this ACH Check for Vendor POS5265:				216.96

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
ACH	REP6115 5620030951 5620031140	Siemens Mobility, Inc. Fair Oaks & Banks Traffic Pole Knock Down Re Fair Oaks & Banks Traffic Pole Knock Down In	08/19/2020	5,626.55 197.64
Total for this ACH Check for Vendor REP6115:				5,824.19
ACH	SGMC2013 Plan 3648 Plan 3648	St. George's Medical Clinic Pre-Employment Medical & Psychological Exa Pre-Employment Medical & Psychological Exa	08/19/2020	8,990.00 5,445.00
Total for this ACH Check for Vendor SGMC2013:				14,435.00
ACH	STSM1020 191658	Studio Spectrum COVID-19 Related June 2020 Studio Spectrum	08/19/2020	6,300.00
Total for this ACH Check for Vendor STSM1020:				6,300.00
ACH	WES4152 159378 160683 161314 161314 161745-A 161745-A	West Coast Arborists, Inc. Street Tree Maint. Contract Services 04/1-04/15/ Street Tree Maint. Contract Services 05/16-05/31 Street Tree Maint. Contract Services Park Maint. Contract Services Street Tree Maint. Contract Services 06/16-06/30 Park Maint. Contract Services 06/16-06/30/20	08/19/2020	1,020.00 2,780.00 915.00 6,108.00 15,183.00 3,560.00
Total for this ACH Check for Vendor WES4152:				29,566.00
311074	3dchem 17225 17239	3D Chemical & Equipment Vehicle Maintenance Vehicle Maintenance	08/19/2020	202.50 52.02
Total for Check Number 311074:				254.52
311075	ALDS4011 105081	Alderhorst International, LLC Daily Board for K-9 Barry (07/17-07/18/20)	08/19/2020	30.00
Total for Check Number 311075:				30.00
311076	ALH0181 05.26.20 06.29.20	Alhambra Hospital Med Ctr Fire Dept. Medical Supplies Fire Dept. Medical Supplies	08/19/2020	210.70 42.59
Total for Check Number 311076:				253.29
311077	ALSC4011 026405 026409	Alhambra Smog Center Smog tests on Units: 0218 and 0521 Smog tests on Units: 0218 and 0521	08/19/2020	40.00 40.00
Total for Check Number 311077:				80.00
311078	ALL0197 150179 224501 224682 224972 225065 225137	All Star Fire Equipment, Inc. Fire Dept. Supplies Machinery & Equipment LED Rechargeable Flashlights & Steck Inflatable Safety Clothing & Equipment for Chief E Zantes Safety Clothing & Equipment for Chief E Zantes Equipment Gated Electrical Outlets	08/19/2020	3,157.16 458.81 2,000.48 296.57 47.85 336.16
Total for Check Number 311078:				6,297.03
311079	AMBB9289 23	American Business Bank Graves Reservoir Project Escrow Account for Pr	08/19/2020	17,400.25



Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 311079:	17,400.25
311080	BSHL6710 18503 18503 18503	dba Jan Point Base Hill, Inc. CityWide Janitorial Services (Day Porter) CityWide Janitorial Services (Day Porter) CityWide Janitorial Services (Day Porter)	08/19/2020	10,294.02 1,570.00 580.00
			Total for Check Number 311080:	12,444.02
311081	LEBE8032 6039	Lemar Betts Class Instructor. Payment for Online Summer Se	08/19/2020	316.80
			Total for Check Number 311081:	316.80
311082	PLMS6310 3565 3577	BLVD Nursery Plants for City Hall Outdoor Breakroom COVID Plants for City Hall Outdoor Breakroom COVID	08/19/2020	175.00 118.87
			Total for Check Number 311082:	293.87
311083	WDFD6116 602523 603237	Bob Wondries Ford Repairs to Vehicle #1406 Repairs to Vehicle #1406	08/19/2020	15.88 55.42
			Total for Check Number 311083:	71.30
311084	CALA8010 300008965	CA Library Association Dues & Memberships	08/19/2020	140.00
			Total for Check Number 311084:	140.00
311085	CAL5236 1788434	CA Linen Services Department Supplies - Linens for fire	08/19/2020	105.92
			Total for Check Number 311085:	105.92
311086	CAN0607 5771 5775	Cantu Graphics Office Supplies-Brush Violation Forms 500 Business Cards for Detective Ryan Hang	08/19/2020	381.47 49.56
			Total for Check Number 311086:	431.03
311087	CAT0700 5607	Catering Systems Inc. Senior Meal Program for 6/22-6/26/2020	08/19/2020	2,376.00
			Total for Check Number 311087:	2,376.00
311088	NRCH5270 111269	Na Rim Cha Minecraft cancelled due to low Rec #111141	08/19/2020	165.00
			Total for Check Number 311088:	165.00
311089	EUCH5270 111151	Eugenie Chan Class cancelled due to low enrollment Rec#1109	08/19/2020	165.00
			Total for Check Number 311089:	165.00
311090	GLCH5270 111258	Gloria Chan Line Dance cancelled due to COVID19	08/19/2020	42.00
			Total for Check Number 311090:	42.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
311091	GLE2563 905	City of Glendale Contract Ser-Verdugo Fire Dispatch Fee 7/1-12/	08/19/2020	73,232.50
Total for Check Number 311091:				73,232.50
311092	PAS4012 30012156 30012245	City of Pasadena Forensic Services Unit (3 Calls) Billing for Air Support FY20-21	08/19/2020	420.84 30,816.00
Total for Check Number 311092:				31,236.84
311093	CSM8030 0000367	City of San Marino Co-op Agreement Personal Expense Pay 2/14-6/	08/19/2020	2,900.56
Total for Check Number 311093:				2,900.56
311094	CVTC6710 42739	Civiltech Engineering Inc. City Drinking Water System Permit	08/19/2020	460.00
Total for Check Number 311094:				460.00
311095	CFLC8272 9097 9097 9098	Clean Fuel Connection CNG Station Upgrade Project FY2017-04 CNG Station Upgrade Project FY2017-04 CNG Station Upgrade Project FY2017-04	08/19/2020	36,774.65 62,142.50 16,376.75
Total for Check Number 311095:				115,293.90
311096	COAS4011 6/19/2020	Corbin & Associates, Inc. Training Class on July 6-10,2020 for Det/Sro Bo	08/19/2020	385.00
Total for Check Number 311096:				385.00
311097	DSP0755 8788 8789	D & S Printing 2AM All-night Parking Permit Application Books - Notice to Appear (3 Part NCR)	08/19/2020	418.95 3,298.68
Total for Check Number 311097:				3,717.63
311098	DRAD6713 INV_U/2020/0152	Direct Advantage Purchase of 2 ADA Picnic Tables	08/19/2020	1,705.00
Total for Check Number 311098:				1,705.00
311099	EGBC4011 49943	E.G. Brennan & Co. Corp. Renewal of Annual Contract for Shredder	08/19/2020	225.00
Total for Check Number 311099:				225.00
311100	ELL1017 74455 74455 74455 74455 74455	Ellen's Silkscreening Uniform Shirts for PW Supervisors Uniform Shirts for PW Supervisors Uniform Shirts for PW Supervisors Uniform Shirts for PW Supervisors Uniform Shirts for PW Supervisors	08/19/2020	77.17 77.18 154.35 77.18 77.17
Total for Check Number 311100:				463.05
311101	EMRS4010 T2020-246	Emergency Response Crime Scene Cleanin Decontamination of PD Vehicle #198	08/19/2020	250.00
Total for Check Number 311101:				250.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
311102	ARMS4011 2000504	End2End Support Maint. ARMS Enterprise, Mobile, and I	08/19/2020	9,750.00
Total for Check Number 311102:				9,750.00
311103	EXSF8020 00094982 00096285	Extreme Safety Emergency Medical Supplies COVID19 Medical Supplies: Masks with Filters / Half Mas	08/19/2020	360.96 1,362.09
Total for Check Number 311103:				1,723.05
311104	FEDE8010 393403334160	FedEx COVID-19 Expense Sneeze Guards	08/19/2020	145.00
Total for Check Number 311104:				145.00
311105	GALS5010 015648680	Galls, LLC 2 Universal Radio holders w/swiv Lonestar NP9	08/19/2020	61.30
Total for Check Number 311105:				61.30
311106	GAR5011 129120	Garvey Equipment Co Purchase of Two Small Generators Street Divisic	08/19/2020	2,034.51
Total for Check Number 311106:				2,034.51
311107	GEBR9280 1 1 2 2	Gentry Brothers Inc. Alpha and Camino Del Sol Street Improv. Projec Alpha and Camino Del Sol Street Improv. Projec Alpha and Camino Del Sol Street Improv. Projec Alpha and Camino Del Sol Street Improv. Projec	08/19/2020	102,362.50 258,765.75 132,625.70 114,000.00
Total for Check Number 311107:				607,753.95
311108	GRA6601 947332510 9479356512 9551004253 9581486801 9581654648	Grainger COVID-19 Expense - Tankless Water Heater for COVID-19 Expense - Tankless Water Heater for Air Conditioning Filters Faucet Valve Catridges Faucet Valve Catridges for Library	08/19/2020	198.81 228.13 74.11 179.39 44.55
Total for Check Number 311108:				724.99
311109	GWSW5012 4548	Grey Wall Software Inc. Disaster Operation Software Renwal - VEOCI	08/19/2020	5,760.00
Total for Check Number 311109:				5,760.00
311110	GRIS6711 798518	Griswold Industries Emergency Service Repair of 18" Pump Control	08/19/2020	1,739.79
Total for Check Number 311110:				1,739.79
311111	HATC8025 11037 11053 11087	Halls Auto Tech Center CHP Mandated 45 day Inspection for vehicle 78 CHP Mandated 45 day Inspection for vehicle 78 Tire Replacement for vehicle 78	08/19/2020	45.00 70.00 205.29
Total for Check Number 311111:				320.29
311112	JAHO5270 111257	Janet Ho Line Dance cancelled due to COVID19	08/19/2020	42.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 311112:	42.00
311113	TMHG6711 6015	Tim Hogan 2020 Water Quality Report Printing	08/19/2020	412.27
			Total for Check Number 311113:	412.27
311114	HOM1515 2301634 2760378 5520204 5772741 602614 7133259 8303075 8908795	Home Depot Credit Services Fire Department Supplies Facilities Division Supplies Facilities Division Supplies Sewer Division Supplies Facilities Division Supplies Facilities Division Supplies Sewer Division Supplies Water Division Supplies	08/19/2020	343.50 397.49 87.47 205.81 97.33 506.05 333.69 198.07
			Total for Check Number 311114:	2,169.41
311115	DVHT5270 111256	David Hutchins Kung Fu-All levels cancelled due to COVID19	08/19/2020	40.00
			Total for Check Number 311115:	40.00
311116	IICC8025 279976-977933	Irwindale Industrial Clinic Staff DOT Physical	08/19/2020	50.00
			Total for Check Number 311116:	50.00
311117	JCWF2120 22023	J C Western Fence Company Install Fence on Horse Trail (COVID-19)	08/19/2020	3,975.00
			Total for Check Number 311117:	3,975.00
311118	JCRS5011 48025	Jones Coffee Roasters Department Supply	08/19/2020	185.40
			Total for Check Number 311118:	185.40
311119	KNPY8010 KDEP-6809	Kanopy LLC Kanopy Streaming Services for Library	08/19/2020	5,000.00
			Total for Check Number 311119:	5,000.00
311120	HYKM5270 111278	Hayon Kim Refund for Summer Camp Med Patron cancelled	08/19/2020	1,194.80
			Total for Check Number 311120:	1,194.80
311121	KIMT4010 2910 2914 2916	Kim Turner LLC Training class on 8/8/2020 for Zavala Training class on 8/10/2020 for Zavala Training class on 8/29/2020 for Zavala	08/19/2020	125.00 125.00 125.00
			Total for Check Number 311121:	375.00
311122	KOAC6010 JB83108-11 JB83108-12 JB83108-13	KOA Corporation Traffic Engineering Svcs. (SSAR) Preperation Traffic Engineering Svcs. (SSAR) Preperation Traffic Engineering Svcs. (SSAR) Preperation	08/19/2020	15,374.24 8,268.04 8,495.52

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 311122:	32,137.80
311123	FCA1245 2020-2021	L.A. Area Fire Chiefs Assn Dues & Membership - Fire Chiefs Assn. FY2020	08/19/2020	1,000.00
			Total for Check Number 311123:	1,000.00
311124	LTAP5500 105788	L.A.C. M. T. A. Metro Tap Cards Senior Center Patrons	08/19/2020	20.00
			Total for Check Number 311124:	20.00
311125	JALA5270 111262	Janet Lau Line Dance cancelled due to COVID19	08/19/2020	42.00
			Total for Check Number 311125:	42.00
311126	LCCS8060 3898	League of California Cities LA County Division Dues for League of CA Citi	08/19/2020	1,212.75
			Total for Check Number 311126:	1,212.75
311127	LEXI4011 INV2217	Lexipol LLC Annual Law Enforcement Police Manual & Dai	08/19/2020	9,021.00
			Total for Check Number 311127:	9,021.00
311128	BELI5279 111275	Beatrice Li Line Dance cancelled due to COVID 19	08/19/2020	42.00
			Total for Check Number 311128:	42.00
311129	LIFE822 1012423 1012762 1012807 1014003 1014381 1014517 1015132	Life-Assist Inc. Nitrile Gloves Large - Covid-19 Training Gear: Pelican Glass Air Case for Instru Emergency Medical Supplies COVID19 Emergency Medical Supplies COVID19 Emergency Medical Supplies COVID19 Annual PO for Medical Supplies FY19-20 COVID-19 Nitrile Gloves	08/19/2020	767.34 656.34 191.84 383.67 191.84 1,265.63 383.67
			Total for Check Number 311129:	3,840.33
311130	CALO520 111273	Carolyn Lo Line Dance cancelled due to COVID 19	08/19/2020	42.00
			Total for Check Number 311130:	42.00
311131	MELO5270 111261	Melinda Louie Line Dance cancelled due to COVID19	08/19/2020	42.00
			Total for Check Number 311131:	42.00
311132	MALU4860 15660 15660	Mary Luk Refund of rental fee and insurance for 6/6 & 10% Refund of rental fee and insurance for 6/6 & 10%	08/19/2020	995.00 96.39
			Total for Check Number 311132:	1,091.39
311133	MER2145 587580 587580	Merit Oil Company Fuel for City Departments Fuel for City Departments	08/19/2020	71.07 71.07

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	587850	Fuel for City Departments		71.08
	587850	Fuel for City Departments		284.29
	587850	Fuel for City Departments		3,056.11
			Total for Check Number 311133:	3,553.62
311134	MVMC6710 5424	Miramontes Construction Inc. Repair of Water Leak & Equipment at 1103 Gre	08/19/2020	6,429.66
			Total for Check Number 311134:	6,429.66
311135	MMEP4010 0147354-IN	Municipal Maintenance Equipment Repairs to Parking Enforcement Vehicle #1801	08/19/2020	499.18
			Total for Check Number 311135:	499.18
311136	NFSE5200 RESO20218	National Fail Safe Wilson Reservoir Fire Alarm Phone Line Chang	08/19/2020	690.00
			Total for Check Number 311136:	690.00
311137	NCMC4011 84043	New Century Motorcycles 3000 Mile Service; oil/filter change; gasket ring,	08/19/2020	202.07
			Total for Check Number 311137:	202.07
311138	PEG4590 00091334467	NUFIC AD&D Insurance Program (June 2020)	08/19/2020	922.35
			Total for Check Number 311138:	922.35
311139	OTCB8032 704021655-01	OTC Brands, Inc. Arts & Craft supplies for Rec Div (Camp Med)	08/19/2020	478.32
			Total for Check Number 311139:	478.32
311140	OLNP8010 69773	Outlook Newspaper Public Notice-Weed Abatement published 7/3/20	08/19/2020	105.00
			Total for Check Number 311140:	105.00
311141	PHCP9255 23	Pacific Hydrotech Corp. Graves Reservoir Replacement Project	08/19/2020	330,604.75
			Total for Check Number 311141:	330,604.75
311142	PPSS8520 15049	Pacific Parking Systems Inc. VenStation Parking Dispenser Maint.	08/19/2020	1,100.00
			Total for Check Number 311142:	1,100.00
311143	ELPA5270 111152	Elvia Palacio Class cancelled due to low enrolment Rec. #1110	08/19/2020	165.00
			Total for Check Number 311143:	165.00
311144	PHS4011 JUL2020SoPas	Pasadena Humane Society Animal Control Services July 2020	08/19/2020	13,470.00
			Total for Check Number 311144:	13,470.00
311145	NEOF8011 July 2020	Quadient Finance USA, Inc. Library Postage FY20-21 - SOUTH PAS0000010	08/19/2020	400.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	July 2020	Library Postage FY20-21 - Equipment rental		115.60
	July 2020	Library Postage FY20-21 - previous bal.		-49.15
			Total for Check Number 311145:	466.45
311146	RadioMh 17936	Radio Mobile Command Share Mobile Data Computer	08/19/2020	5,780.05
			Total for Check Number 311146:	5,780.05
311147	DARE5270 111271	David Reynolds Tai Chi- Beginner cancelled due to COVID19	08/19/2020	80.00
			Total for Check Number 311147:	80.00
311148	SAN4961 6027 6027 6027 SGV-ULAR-21-15	S.G.V. Council of Gov'ts SGVCOG FY2020-21 Annual Dues / Membersh SGVCOG FY2020-21 Annual Dues / Membersh SGVCOG FY2020-21 Annual Dues / Membersh Upper LA River Watershed Mgmt. Program	08/19/2020	9,240.00 3,500.00 2,268.90 7,552.00
			Total for Check Number 311148:	22,560.90
311149	SGVMC111 704478 853204 853607	San Gabriel Valley Medical Center Blood Alcohol Withdrawl for R Acosta Blood Alcohol Withdrawl for D Hernandez Blood Alcohol Withdrawl for S. McGowan	08/19/2020	48.00 48.00 48.00
			Total for Check Number 311149:	144.00
311150	SAX1111 3782101347	Kris Saxon Reimbursement-EMT Recertification	08/19/2020	122.70
			Total for Check Number 311150:	122.70
311151	SDSI0107 228248 228249 228250 228251	SDS Security Design Systems Security Camera & Software Maint. Security Camera & Software Maint. Security Camera & Software Maint. Security Camera & Software Maint.	08/19/2020	65.18 217.46 113.00 30.00
			Total for Check Number 311151:	425.64
311152	SESA8264 747465	SESAC Late fee for Annual Music License Fee - 2020	08/19/2020	13.79
			Total for Check Number 311152:	13.79
311153	SOUT8020 3615202 3618465	South Coast A.Q.M.D. AQMD Operating Fee April 2020 AQMD Emissions Fee April 2020	08/19/2020	421.02 143.22
			Total for Check Number 311153:	564.24
311154	sta5219 3441839345 3441953521 3442772361 3443300167 3444862864 3448732747 3449133419	Staples Business Advantage Office Supplies Office Supplies - Credit Office Supplies Office Supplies - Cancelled Cannon High Yield Toners Office Supplies Office Supplies	08/19/2020	145.79 15.97 16.40 -24.83 209.48 102.60 85.32

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	3449566160	Contract Service - Command Sharing		92.33
	3449566162	Contract Service - Command Sharing		215.52
	3449566163	Office Supplies		88.74
	3449751096	Contract Service - Command Sharing		19.34
	3449751097	Contract Service - Command Sharing		20.65
	3449843482	COVID-19 Supplies for Rec. Division		76.86
	3450327625	Office Supplies		178.87
	7308816167	COVID-19 Supplies for Rec. Division		36.67
	7310057984	Office Supplies for Recreation Division		119.33
	7310057984	Office Supplies for Recreation Division		112.11
			Total for Check Number 311154:	1,511.15
311155	SRYC5011 3005143793	Stericycle Inc. Medical Expense- Medical Waste Disposal of ne	08/19/2020	143.49
			Total for Check Number 311155:	143.49
311156	STE4845 1543-15-2019	Stetson Engineers Inc Water Quality / Consumer Confidence Report 20	08/19/2020	5,556.73
			Total for Check Number 311156:	5,556.73
311157	SUVA8022 18645 18646	Sunset Vans Inc. Repair to Van # 75 & 80 Repair to Van # 75 & 80	08/19/2020	329.00 90.00
			Total for Check Number 311157:	419.00
311158	ALTA5270 111276	Alex Tang Line Dance cancelled due to COVID 19	08/19/2020	42.00
			Total for Check Number 311158:	42.00
311159	RITA5270 111264	Rita Tang Line Dance cancelled due to COVID19	08/19/2020	42.00
			Total for Check Number 311159:	42.00
311160	SOGA6501 03,04,05/2020 03,04,05/2020 03,04,05/2020 03,04,05/2020 03,04,05/2020 03,04,05/2020 06/2020 06/2020 06/2020 06/2020 06/2020 06/2020	The Gas Company CNG for City Vehicles PW and Trasit Bill for M CNG for City Vehicles PW and Trasit Bill for M CNG for City Vehicles PW and Trasit Bill for M CNG for City Vehicles PW and Trasit Bill for M CNG for City Vehicles PW and Trasit Bill for M CNG for City Vehicles PW and Trasit Bill for M CNG for City Vehicles PW and Trasit Bill for M CNG for City Vehicles PW and Trasit Bill for Ju CNG for City Vehicles PW and Trasit Bill for Ju CNG for City Vehicles PW and Trasit Bill for Ju CNG for City Vehicles PW and Trasit Bill for Ju CNG for City Vehicles PW and Trasit Bill for Ju CNG for City Vehicles PW and Trasit Bill for Ju	08/19/2020	194.38 194.38 194.38 194.38 194.38 194.38 98.26 98.27 98.26 98.26 98.27 98.27
			Total for Check Number 311160:	1,755.87
311161	TOM4455 16941	Tom's Clothing & Uniforms Inc Department Expenses - Uniform Robert Crew	08/19/2020	474.05
			Total for Check Number 311161:	474.05
311162	TBEX TBE178810	Total Body Experts Fire Dept. Equipment Purchase (Stairmaster) for	08/19/2020	6,600.67



Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 311162:	6,600.67
311163	TRE9241 1170605-0009 1170605-0011	Trench Shoring K Rail for 1853 Hanscom Dr. 11/4/19-12/2/20 K Rail for 1853 Hanscom Dr. 12/30-1/27/2020	08/19/2020	180.00 180.00
			Total for Check Number 311163:	360.00
311164	UCL6115 2597	UC Regents Continuing Education for Paramedics - June 202	08/19/2020	2,344.60
			Total for Check Number 311164:	2,344.60
311165	UND6710 620200701	Underground Service Alert Underground Service Alert Fees for June 2020	08/19/2020	176.65
			Total for Check Number 311165:	176.65
311166	POR4707 114-10509605 114-10650583	United Site Services, Inc. Portable toilet service for Skate Park 6/16-7/13/2 Portable Toilet Services for Skate Park (07/17-08	08/19/2020	339.72 339.72
			Total for Check Number 311166:	679.44
311167	UPP7789 2/04-20 2020Q2 SoPas-072020	Upper S.G.Mun. Water Dist. Monthly Water Service Connection Fee USG-2 2nd Qtr. MWD Water Capacity Charge for Wate Water Conservation Rebate Program April - Jun	08/19/2020	74.06 13,860.00 2,170.00
			Total for Check Number 311167:	16,104.06
311168	LUVA8110 302029	Luis Vazquez Equipment Maintenance - Spectacle Kit Lenses	08/19/2020	119.00
			Total for Check Number 311168:	119.00
311169	WLHD8020 14300786 14300787 14300789 14300818 14300823 14300862	Westlake Hardware Covid-19 and Hardware Supplies for PW Dept Covid-19 and Hardware Supplies for PW Dept Covid-19 and Hardware Supplies for PW Dept Covid-19 and Hardware Supplies for PW Dept Covid-19 and Hardware Supplies for PW Dept Covid-19 and Hardware Supplies for PW Dept	08/19/2020	4.39 4.39 121.20 31.01 21.70 141.64
			Total for Check Number 311169:	324.33
311170	WIT6353 2006059	Wittman Enterprises LLC Paramedic Billing Services - June 2020	08/19/2020	4,372.30
			Total for Check Number 311170:	4,372.30
311171	YTH1023 14567 14700 14718	Y Tire Complete Auto New Tire for Unit # 198 Repair of Golf Cart Front Steering Repair / Tire Tire Raplacements for Units # 198 & 1201	08/19/2020	475.49 30.00 433.48
			Total for Check Number 311171:	938.97
311172	CIYU5270 111260	Cindy Yu Line Dance cancelled due to COVID19	08/19/2020	42.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 311172:	42.00
			Total for 8/19/2020:	2,604,430.88
			Report Total (125 checks):	2,604,430.88

**ATTACHMENT 4**  
**Supplemental ACH**  
**Payments**



<b>ACH Payment Log</b>			
<b>Date</b>	<b>Vendor</b>	<b>Amount</b>	<b>Description</b>
7/21/2020	SoCalGas	\$277.23	Online Payment of Natural Gas Bill
7/21/2020	So CaL Edison	\$23,447.32	Online Payment of Citywide Electricity Bill
7/21/2020	SYNC/Amazon	\$10,146.60	Online Payment for Amazon Supplies April -July 2020
7/23/2020	UMPQUA Bank	\$10,361.52	Online Payment of City Credit Card for June 2020.
7/8/2020	So CaL Edison	\$112,545.58	Online Payment of Citywide Electricity Bill

**Total:**

**\$156,778.25**

**ATTACHMENT 5**  
**Prepaid & General Warrant Voids**

**Stop Payment Request - Confirmation**

**Stop Payments Submitted**

Total submitted: 1

[View Status Definitions](#)

Account	Duration	Check Range	Issue Date	Payee	Amount	Reason	Status
.CITY OF SOUTH PASADENA OPERATING	6 Months	309965		Los Angeles Police Chiefs Assn	300.00	Check Cancelled	Released

**Disclosure Information**

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

# Accounts Payable

## Void Check Distribution List

User: EAlvarez  
 Printed: 7/27/2020 - 9:29 AM



	DR Amount	CR Amount	Acct Number	Description	Vendor
Section 1:101General Fund					
	300.00	0.00	101-0000-0000-1000-000	Cash & Cash Equivalents	
	0.00	300.00	101-4010-4011-8090-000	Convention & Meeting Expense	LAPCA401
Total for Section 1:101	300.00	300.00			
Grand Total:	300.00	300.00			

# Accounts Payable

## Void Check Proof List

User: EAlvarez  
 Printed: 07/27/2020 - 9:28AM



Account Number	Amount	Invoice No	Inv Date	Description	Reference	Task Label	Type	PONumber	Close PO?	Line Item
Vendor: LAPCA401				Los Angeles Police Chief Assoc						
Check No: 309965		Check Date: 02/20/2020								
	300.00	04.01-04.03.20	02/13/2020	Chief Ortiz Registration for LA Count					No	0
101-4010-4011-8090-000										
Check Total:	300.00									
Vendor Total:	300.00									
Report Total:	300.00									



**Stop Payment Request - Confirmation**

**Stop Payments Submitted**

Total submitted: 1

[View Status Definitions](#)

Account	Duration	Check Range	Issue Date	Payee	Amount	Reason	Status
.CITY OF SOUTH PASADENA OPERATING	6 Months	310589		Peter Tolkin	48,590.61	Check Cancelled	Released

**Disclosure Information**

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# Accounts Payable

## Void Check Distribution List

User: EAlvarez  
 Printed: 7/27/2020 - 8:46 AM



	DR Amount	CR Amount	Acct Number	Description	Vendor
Section 1:101General Fund					
	34,635.67	0.00	101-0000-0000-1000-000	Cash & Cash Equivalents	
	0.00	2,860.69	101-0000-0000-2980-001	Dep. Payable - Genl. Plan Fees	PTTL
	0.00	647.60	101-0000-0000-5200-004	Building Permits	PTTL
	0.00	681.80	101-0000-0000-5200-004	Building Permits	PTTL
	0.00	28,606.98	101-0000-0000-5200-004	Building Permits	PTTL
	0.00	1,129.70	101-0000-0000-5200-004	Building Permits	PTTL
	0.00	708.90	101-0000-0000-5200-004	Building Permits	PTTL
Total for Section 1:101	34,635.67	34,635.67			
Section 1:255Capital Growth					
	13,954.94	0.00	255-0000-0000-1000-000	Cash & Cash Equivalents	
	0.00	13,954.94	255-0000-0000-5215-000	Growth Requirement - Residen	PTTL
Total for Section 1:255	13,954.94	13,954.94			
Grand Total:	48,590.61	48,590.61			

# Accounts Payable

## Void Check Proof List

User: EAlvarez  
 Printed: 07/27/2020 - 8:45AM



Account Number	Amount	Invoice No	Inv Date	Description	Reference	Task Label	Type	PONumber	Close PO?	Line Item
Vendor: PTTL	Peter Tolkin									
Check No: 310589	Check Date: 05/06/2020									
101-0000-0000-5200-004	708.90	40848-853	02/06/2020	Refind Permit Request for 245 Fair Oa					No	0
101-0000-0000-5200-004	1,129.70	40848-853	02/06/2020	Refind Permit Request for 245 Fair Oa					No	0
101-0000-0000-5200-004	681.80	40848-853	02/06/2020	Refind Permit Request for 245 Fair Oa					No	0
101-0000-0000-5200-004	2,860.69	40848-853	02/06/2020	Refind Permit Request for 245 Fair Oa					No	0
101-0000-0000-2980-001	28,606.98	40848-853	02/06/2020	Refind Permit Request for 245 Fair Oa					No	0
101-0000-0000-5200-004	647.60	40848-853	02/06/2020	Refind Permit Request for 245 Fair Oa					No	0
101-0000-0000-5200-004	13,954.94	40848-853	02/06/2020	Refind Permit Request for 245 Fair Oa					No	0
255-0000-0000-5215-000										
Check Total:	48,590.61									
Vendor Total:	48,590.61									
Report Total:	48,590.61									

**Stop Payment Request - Confirmation**

**Stop Payments Submitted**

Total submitted: 1

[View Status Definitions](#)

Account	Duration	Check Range	Issue Date	Payee
.CITY OF SOUTH PASADENA OPERATING	6 Months	310956		Jones Coffee Roasters

**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: 08/13/2020 - 4:14PM



Account Number	Amount	Invoice No	Inv Date	Description	Reference	Task Label	Type	PONumber	Close PO?	Line Item
Vendor: JCRS5011				Jones Coffee Roasters						
Check No: 310956				Check Date: 07/01/2020						
	139.10	47933	06/02/2020	Department Supply Fire Dept.					No	0
101-5010-5011-8020-000										
Check Total:	139.10									
Vendor Total:	139.10									
Report Total:	139.10									

# Accounts Payable

## Void Check Distribution List

User: ealvarez  
 Printed: 8/13/2020 - 4:14 PM



	DR Amount	CR Amount	Acct Number	Description	Vendor
Section 1:101General Fund					
	139.10	0.00	101-0000-0000-1000-000	Cash & Cash Equivalents	
	0.00	139.10	101-5010-5011-8020-000	Special Department Expense	JCRS5011
<hr/>					
Total for Section 1:101	139.10	139.10			
<hr/>					
Grand Total:	139.10	139.10			
<hr/>					



# City Council Agenda Report

ITEM NO. 7

**DATE:** August 19, 2020

**FROM:** Stephanie DeWolfe, City Manager

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

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

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### **Recommendation Action**

It is recommended that the City Council receive and file the monthly investment reports for June 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 market value of the investments held at Morgan Stanley increased by \$85k from prior month. The recent increase in market value of the investments are due to the decrease in Federal interest rates. The bonds currently held in the City's portfolio have higher interest rates than what is currently available, thus increasing their overall value. Eventually the Federal interest rates will reach its' lower limit, thus the market value will likely level off when that happens.

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, 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 June 2020



**ATTACHMENT 1**  
City Investment Reports for June 2020

**Exhibit A**

**City of South Pasadena**

**INVESTMENT REPORT  
June 30, 2020**

**Investment Balances at Month End**

INSTITUTION NAME	MATURITY DATE	YIELD TO CALL OR MATURITY	PERCENT OF PORTFOLIO	COST	CURRENT MARKET VALUE *
<b>LOCAL AGENCY INVESTMENT FUND:</b>					
LAIF City	ON DEMAND	1.648%	49.21%	16,543,271.56	16,543,271.56
SUBTOTAL			49.21%	<b>16,543,271.56</b>	<b>16,543,271.56</b>
<b>MORGAN STANLEY SMITH BARNEY</b>					
Government Securities	See Exhibit B-1	1.84%	35.96%	12,089,863.68	12,524,008.71
Corporate Bonds	See Exhibit B-1	2.54%	14.83%	4,984,644.04	5,151,474.71
SUBTOTAL			50.79%	<b>17,074,507.72</b>	<b>17,675,483.42</b>
<b>TOTAL INVESTMENTS</b>			<b>100.00%</b>	<b>\$33,617,779.28</b>	<b>\$34,218,754.98</b>

**BANK ACCOUNTS:**

Bank of the West Account Balance:	\$13,202,173.28
Morgan Stanley Uninvested Cash Balance:	\$109,612.01
Morgan Stanley Unsettled Transactions	-
BNY Mellon Uninvested Cash Balance	158,326.16

Required Disclosures:

Average weighted maturity of the portfolio 462 DAYS

Average weighted total yield to maturity of the portfolio 1.853%

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**  
**June 30, 2020**

**Morgan Stanley Investments**

<b>Investment Type</b>	<b>Issuer</b>	<b>CUSIP</b>	<b>Par Value</b>	<b>Adjusted Premium</b>	<b>Adjusted Cost</b>	<b>Market Value</b>	<b>Current YTM</b>	<b>Unrealized Gain/Loss</b>
1 Gov't. Securities	U.S. Treasury Note	912828B90	736,000.00	100.119	736,876.23	744,795.20	1.970%	7,918.97
2 Gov't. Securities	U.S. Treasury Note	912828B90	26,000.00	100.238	26,061.93	26,310.70	1.970%	248.77
3 Gov't. Securities	U.S. Treasury Note	912828B90	25,000.00	101.205	25,301.28	25,298.75	1.970%	(2.53)
4 Gov't. Securities	U.S. Treasury Note	912828F1	427,000.00	100.125	427,533.83	434,271.81	1.720%	6,737.98
5 Gov't. Securities	U.S. Treasury Note	912828F1	599,000.00	100.219	600,311.63	609,200.97	1.720%	8,889.34
6 Gov't. Securities	U.S. Treasury Note	912828F96	494,000.00	100.107	494,526.95	506,043.72	1.950%	11,516.77
7 Gov't. Securities	U.S. Treasury Note	912828F96	437,000.00	100.525	439,293.20	447,654.06	1.950%	8,360.86
8 Gov't. Securities	U.S. Treasury Note	912828F96	25,000.00	102.423	25,605.78	25,609.50	1.950%	3.72
9 Gov't. Securities	U.S. Treasury Note	912828YZ7	258,000.00	100.069	258,177.48	263,593.44	1.590%	5,415.96
10 Gov't. Securities	U.S. Treasury Note	912828YZ7	259,000.00	100.266	259,688.04	264,615.12	1.590%	4,927.08
11 Gov't. Securities	U.S. Treasury Note	9128287C8	426,000.00	100.476	427,421.25	439,695.90	1.690%	12,274.65
12 Gov't. Securities	U.S. Treasury Note	9128287C8	426,000.00	100.403	427,718.25	439,695.90	1.690%	11,977.65
13 Gov't. Securities	U.S. Treasury Note	9128287C8	33,000.00	100.511	33,168.71	34,060.95	1.690%	892.24
14 Gov't. Securities	U.S. Treasury Note	912828P38	423,000.00	99.723	421,827.02	440,101.89	1.680%	18,274.87
15 Gov't. Securities	U.S. Treasury Note	912828P38	2,000.00	100.664	2,013.27	2,080.86	1.680%	67.59
16 Gov't. Securities	U.S. Treasury Note	912828P38	383,000.00	100.564	385,158.64	398,484.69	1.680%	13,326.05
17 Gov't. Securities	U.S. Treasury Note	912828S35	434,000.00	96.477	418,708.44	449,528.52	1.320%	30,820.08
18 Gov't. Securities	U.S. Treasury Note	9128285P1	730,000.00	103.855	758,144.51	796,357.00	2.630%	38,212.49
19 Gov't. Securities	U.S. Treasury Note	912828W71	719,000.00	99.168	713,017.92	770,343.79	1.980%	57,325.87
20 Gov't. Securities	U.S. Treasury Note	912828X70	1,010,000.00	100.984	1,019,937.36	1,078,811.30	1.870%	58,873.94
21 Gov't. Securities	U.S. Treasury Note	912828ZF0	529,000.00	100.661	532,499.11	534,639.14	0.490%	2,140.03
22 Gov't. Securities	Fed. Home Loan Bank	3130A8QS5	665,000.00	99.305	660,378.25	671,483.75	1.110%	11,105.50
23 Gov't. Securities	Fed Home Ln Mtg Corp Med Term Note	3137EADB2	511,000.00	103.138	527,036.60	528,036.74	2.290%	1,000.14
24 Gov't. Securities	Fed. National Mtg. Assn.	3135G0U43	225,000.00	100.829	226,864.54	243,834.75	2.650%	16,970.21
25 Gov't. Securities	Fed. National Mtg. Assn.	3135G0U43	140,000.00	101.606	142,248.23	151,719.40	2.650%	9,471.17
26 Gov't. Securities	Fed. National Mtg. Assn.	3135G0V34	833,000.00	100.539	837,491.74	898,432.15	2.310%	60,940.41
27 Gov't. Securities	Fed. National Mtg. Assn.	3135G0ZR7	535,000.00	104.035	556,585.26	585,750.10	2.390%	29,164.84
28 Gov't. Securities	Fed. Home Ln Mth Corp	3137EAEP0	681,000.00	103.710	706,268.23	713,558.61	1.430%	7,290.38
<b>Subtotal Gov't. Securities</b>			<b>11,991,000.00</b>		<b>12,089,863.68</b>	<b>12,524,008.71</b>	<b>1.841%</b>	<b>434,145.03</b>
29 Corporate Bond	Wal-Mart	931142CU5	76,000.00	100.045	76,034.55	76,041.80	1.810%	7.25
30 Corporate Bond	United Health Group Inc.	91324PCM2	53,000.00	100.018	53,009.59	53,046.11	1.340%	36.52
31 Corporate Bond	United Health Group Inc.	91324PCM2	7,000.00	100.021	7,001.47	7,006.09	1.340%	4.62
32 Corporate Bond	United Health Group Inc.	91324PCM2	18,000.00	100.042	18,007.48	18,015.66	1.340%	8.18

**Exhibit B-1**

**Funds and Investments  
Held by Contracted (Third) Parties  
June 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	United Health Group Inc.	91324PCM2	42,000.00	100.032	42,013.60	42,036.54	1.340%	22.94
34 Corporate Bond	State Street Corp.	857477AS2	54,000.00	100.113	54,060.76	54,153.36	1.270%	92.60
35 Corporate Bond	State Street Corp.	857477AS2	24,000.00	100.116	24,027.87	24,068.16	1.270%	40.29
36 Corporate Bond	The Walt Disney Co.	25468PDE3	60,000.00	100.033	60,019.63	60,192.00	1.070%	172.37
37 Corporate Bond	The Walt Disney Co.	25468PDE3	20,000.00	100.181	20,036.13	20,064.00	1.070%	27.87
38 Corporate Bond	Bank of America	06051GFT1	163,000.00	100.093	163,152.14	164,108.40	1.300%	956.26
39 Corporate Bond	Coca-Cola Co.	191216BT6	62,000.00	100.102	62,063.32	62,307.52	0.930%	244.20
40 Corporate Bond	Coca-Cola Co.	191216BT6	19,000.00	100.148	19,028.21	19,094.24	0.930%	66.03
41 Corporate Bond	Chubb INA Holdings Inc	00440EAT4	61,000.00	100.157	61,095.98	61,294.63	1.140%	198.65
42 Corporate Bond	Chubb INA Holdings Inc	00440EAT4	62,000.00	100.120	62,074.30	62,299.46	1.140%	225.16
43 Corporate Bond	Chevron Corp. (Callable)	166764AY6	55,000.00	100.236	55,129.64	55,334.95	1.200%	205.31
44 Corporate Bond	Chevron Corp. (Callable)	166764AY6	25,000.00	100.257	25,064.16	25,152.25	1.200%	88.09
45 Corporate Bond	VISA	92826CAB8	162,000.00	100.097	162,156.54	163,067.58	1.090%	911.04
46 Corporate Bond	Exxon Mobil Corp. (Callable)	30231GAV4	162,000.00	100.346	162,560.16	163,861.38	2.190%	1,301.22
47 Corporate Bond	Home Depot Inc.	437076AW2	81,000.00	101.439	82,165.98	82,648.35	4.310%	482.37
48 Corporate Bond	JP Morgan Chase	46625HHZ6	151,000.00	101.996	154,013.69	156,490.36	4.460%	2,476.67
49 Corporate Bond	JP Morgan Chase	46625HHZ6	20,000.00	103.586	20,717.17	20,727.20	4.460%	10.03
50 Corporate Bond	Charles Schwab Corp	437076AW2	83,000.00	101.174	83,974.20	84,916.47	3.170%	942.27
51 Corporate Bond	Pepsico Inc	713448BW7	82,000.00	101.368	83,121.94	84,354.22	2.910%	1,232.28
52 Corporate Bond	Praxair Inc	74005PAZ7	82,000.00	101.303	83,068.50	84,468.20	2.910%	1,399.70
53 Corporate Bond	3M Co. (Callable)	88579YAU5	65,000.00	100.031	65,020.06	65,887.90	1.600%	867.84
54 Corporate Bond	3M Co. (Callable)	88579YAU5	17,000.00	99.207	16,865.19	17,232.22	1.600%	367.03
55 Corporate Bond	Prudential Financial Inc	74432QBT1	80,000.00	103.309	82,647.09	84,292.00	4.270%	1,644.91
56 Corporate Bond	American Express Credit (Callable)	0258M0EG0	162,000.00	100.799	163,293.92	167,729.94	2.600%	4,436.02
57 Corporate Bond	American Express Credit (Callable)	0258M0EG0	10,000.00	103.389	10,338.85	10,353.70	2.600%	14.85
58 Corporate Bond	Burlington North Santa Fe (Callable)	12189LAH4	79,000.00	101.499	80,184.23	82,164.74	2.930%	1,980.51
59 Corporate Bond	US Bancorp	91159HHC7	165,000.00	101.328	167,190.62	172,162.65	2.870%	4,972.03
60 Corporate Bond	Intel Corp (Callable)	458140BB5	169,000.00	100.273	169,461.59	174,446.87	2.270%	4,985.28
61 Corporate Bond	Apple Inc.	037833BF6	160,000.00	101.098	161,756.70	167,184.00	2.580%	5,427.30
62 Corporate Bond	Apple Inc.	037833BF6	10,000.00	104.638	10,463.82	10,449.00	2.580%	(14.82)
63 Corporate Bond	Oracle Corp.	68389XBB0	81,000.00	100.676	81,547.87	83,752.38	2.410%	2,204.51
64 Corporate Bond	Bristol-Myers Squibb Co	110122AT5	170,000.00	100.308	170,523.55	174,829.70	1.950%	4,306.15
65 Corporate Bond	Gilead Sciences Inc	375558BC6	164,000.00	100.100	164,163.43	173,398.84	3.070%	9,235.41
66 Corporate Bond	Intercontinental Exchange Inc	45866FAE4	168,000.00	98.558	165,577.44	174,896.40	2.250%	9,318.96
67 Corporate Bond	Lockheed Martin Corp	539830BG3	82,000.00	102.703	84,216.53	87,204.54	2.910%	2,988.01
68 Corporate Bond	Bank of New York Mellon Corp	06406RAE7	168,000.00	99.109	166,503.12	178,626.00	2.770%	12,122.88

**Exhibit B-1**  
**Funds and Investments**  
**Held by Contracted (Third) Parties**  
**June 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	Amazon	023135AW6	125,000.00	98.568	123,210.00	131,335.00	2.280%	8,125.00
70 Corporate Bond	General Dynamics Corp	369550BD9	163,000.00	101.123	164,829.81	176,245.38	3.120%	11,415.57
71 Corporate Bond	Cisco Systems Inc.	17275RBH4	84,000.00	97.479	81,882.36	88,697.28	2.080%	6,814.92
72 Corporate Bond	John Deere Capital Corp.	24422EUM9	161,000.00	102.785	165,483.57	177,019.50	3.310%	11,535.93
73 Corporate Bond	Intercontinental Exchange Inc	45866FAA2	80,000.00	103.388	82,710.69	88,389.60	3.620%	5,678.91
74 Corporate Bond	State Street Corp.	857477AM5	80,000.00	105.284	84,227.54	88,733.60	3.330%	4,506.06
75 Corporate Bond	Caterpillar Financial Services Corp	14912L5X5	79,000.00	104.559	82,601.59	87,385.85	3.390%	4,784.26
76 Corporate Bond	Truist Financial Corp	05531FBF9	121,000.00	101.860	123,250.88	132,520.41	3.420%	9,269.53
77 Corporate Bond	Metlife Inc	59156RBH0	80,000.00	105.600	84,480.23	88,712.00	3.240%	4,231.77
78 Corporate Bond	Comcast Corp	20030NCR0	159,000.00	107.334	170,661.36	175,978.02	3.340%	5,316.66
79 Corporate Bond	Texas Instruments Inc	882508BB9	166,000.00	102.286	169,794.07	178,310.56	2.440%	8,516.49
80 Corporate Bond	United Parcel Service Inc	911312BT2	84,000.00	101.527	85,282.77	88,548.60	2.080%	3,265.83
81 Corporate Bond	PNC Financial Service Group Inc	693475AY1	170,000.00	101.693	172,878.15	180,239.10	2.070%	7,360.95
Subtotal Corporate Bonds			<b>4,926,000.00</b>		<b>4,984,644.04</b>	<b>5,151,474.71</b>	<b>2.537%</b>	<b>166,830.67</b>
Money Market	Liquid Asset Fund		-			109,612.01		
Uninvested Cash			-					
Accrued Interest								
Subtotal Cash & Cash Equivalents					-	<b>109,612.01</b>		
Grand Totals			<b>16,917,000.00</b>		<b>17,074,507.72</b>	<b>17,785,095.43</b>	<b>2.031%</b>	<b>600,975.70</b>
Unsettled Transactions						0.00		
Subtotal Unsettled Transactions			-		-	-		
Totals incl. Unsettled Transactions			16,917,000.00		17,074,507.72	17,785,095.43		600,975.70
Totals per Bank Statement			<b>16,917,000.00</b>		<b>17,074,507.72</b>	<b>17,785,095.43</b>		<b>600,975.70</b>

**Exhibit B-2**

**Funds and Investments  
Held by Contracted (Third) Parties  
June 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		65.71	0.010%	65.71	0.010%		1	
2	Morgan Stanley Treasury Portfolio		158,260.45	0.250%	158,260.45	0.250%		1	
<b>Subtotal Cash &amp; Cash Equivalents</b>			<b>158,326.16</b>	<b>0.250%</b>	<b>158,326.16</b>	<b>0.250%</b>		1	
<b>Total Project Fund</b>			<b>158,326.16</b>	<b>0.250%</b>	<b>158,326.16</b>	<b>0.250%</b>		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	34,133,626
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	34,218,755



# City Council Agenda Report

ITEM NO. 8

**DATE:** August 19, 2020

**FROM:** Stephanie DeWolfe, City Manager

**PREPARED BY:** Shahid Abbas, Public Works Director  
Kristine Courdy, Deputy Public Works Director

**SUBJECT:** **Award of Contract to RKA Consulting Group for the Engineering Design, Construction Management and Inspection Services of Fiscal Year 2019-20 Street Improvement Projects in an Amount Not-to-Exceed \$202,636**

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### Recommended Action

It is recommended that the City Council:

1. Accept a proposal dated April 17, 2020, from RKA Consulting Group for the Engineering Design, Construction Management and Inspection Services of Fiscal Year (FY) 2019-20 Street Improvement Projects; and
2. Authorize the City Manager to execute the agreement and any amendments with RKA Consulting Group for a not-to-exceed amount of \$202,636 (\$184,215 for the proposal amount and \$18,421 for 10% contingency); and
3. Reject all other proposals received.

### Commission Review and Recommendation

The 2019-20 FY streets improvement projects were previously identified and reviewed by the Public Works Commission.

### Discussion/Analysis

Request for Proposals (RFP) was issued on March 16, 2020. Proposals were received from the following ten (10) firms:

- Cannon, City of Los Angeles
- Kabbara Engineering, City of Orange
- RKA Consulting Group, City of Walnut
- KOA Corporation, City of Monterey Park
- Civil Works Engineers, City of Costa Mesa
- CWE, City of Fullerton
- dSantana Arquitectura, City of Long Beach
- Engineering Resources of Southern California, City of Redlands
- Onward Engineering, City of Anaheim
- Quantum Consulting, City of Torrance



Government Code Section 4526 states that professional services contracts are to be bid based on qualifications rather than on price:

*Notwithstanding any other provision of law, selection by a state or local agency head for professional services of private architectural, landscape architectural, engineering, environmental, land surveying, or construction project management firms shall be on the basis of demonstrated competence and on the professional qualifications necessary for the satisfactory performance of the services required.*

Subsequently, staff reviewed the proposals and selected three most qualified consultants for an interview. On July 14, 2020, staff interviewed RKA Consulting Group, Kabbara Engineering, and KOA Corporation. In compliance with the Government Code Section 4526, staff selected RKA Consulting Group to be the most qualified consultant for the professional services.

RKA Consulting Group is a Small Business Enterprise based in the City of Walnut with over 39 years of experience and offers full-service municipal consulting services. RKA provides engineering, contract administration, construction management and inspection services to the Cities of Bradbury, Covina, Chino, Duarte, La Verne, San Dimas, Norco, and Walnut. Additionally, RKA has provided the City of South Pasadena construction management and inspection services for the El Centro Street, Grevelia Avenue, and Garfield Avenue Projects, and has recently completed the engineering design for the Bushnell Avenue and Diamond Avenue Street Improvement Projects.

### **Background**

On June 6, 2019 the City adopted a multi-year Capital Improvement Plan (CIP) for FY 2020-2024. In FY 2019-20 under the Street and Streetscape CIP section, approximately \$2.4M was allocated to street improvement projects. In 2015, the City of South Pasadena completed the Pavement Management Program (PMP), which generated a comprehensive report of the citywide Pavement Condition Index (PCI) for all streets. The PCI, in conjunction with engineering recommendation, citizen participation, and Public Works Commission's input were utilized to establish the street list for capital improvements. On August 21, 2019, the City Council approved the Fiscal Year 2019-20 Street Improvement Projects list.

The Project consists of following ten segments:

1. Pine Street - from Meridian Avenue to Huntington Drive.
2. Maples Street - from Fremont Avenue to Primrose Avenue.
3. Maple Street - from Meridian Avenue to Huntington Drive.
4. Mill Road - from Garfield Avenue to End of Street.
5. Oneonta Knoll Street - from Fremont Avenue to Primrose Avenue.
6. Milan Avenue - from Edgewood Drive to Oak Street.
7. Edgewood Drive - from Milan Avenue to Wayne Avenue.
8. Mission Street - from Pasadena Avenue to Arroyo Drive.
9. Glendon Way - from Monterey Road to Lyndon Street, and
10. Arroyo Verde Road - from Monterey Road to Arroyo Verde Road.

The proposed work will include; repair of damaged asphalt pavement by grinding and overlay with conventional asphalt mix or Asphalt Rubber Hot Mix (ARHM), reconnection of curb drains, localized repairs and regrading of curbs and gutters, sidewalks and driveways, replacement of ADA access ramps, adjustment of manholes and utility covers, replacement of water services, valves, meter boxes, and fire hydrants, resetting of survey monuments, replacement of existing signs, thermoplastic striping, and other associated elements of work.

**Legal Review**

The City Attorney has reviewed this item.

**Fiscal Impact**

Sufficient funds were budgeted for the engineering design, construction management and inspection of the project in account number 104-9000-9203-9203.

**Environmental Analysis**

This Project is exempt from 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*.

Attachments:

1. Agreement
2. Location Map

**ATTACHMENT 1**  
Agreement

**PROFESSIONAL SERVICES AGREEMENT  
FOR DESIGN PROFESSIONALS**

**(City of South Pasadena / RKA Consulting Group)**

**1. IDENTIFICATION**

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

**2. RECITALS**

- 2.1. City has determined that it requires the following professional services from a consultant: engineering design, construction management and inspection services for fiscal year 2019-20 street improvement 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.
- 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. “Design Professional”: A Design Professional is any individual satisfying one or more of the following: (1) licensed as an architect pursuant to Business and Professions Code 5500 *et seq.*, (2) licensed as a landscape architect pursuant to Business and Professions Code 5615 *et seq.*, (3) licensed as a professional land surveyor pursuant to Business and Professions Code 8700 *et seq.*, or (4) registered as a professional engineer pursuant to Business and Professions Code 6700 *et seq.*
- 3.2. “Scope of Services”: Such professional services as are set forth in [the Scope of Services Consultant’s April 17, 2020 proposal to City](#) attached hereto as Exhibit A and incorporated herein by this reference.

- 3.3. “Agreement Administrator”: The Agreement Administrator for this project is Kristine Courdy, Deputy Director of Public Works. 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
- 3.4. “Approved Fee Schedule”: Consultant’s compensation rates are set forth in the fee schedule attached hereto as Exhibit B and incorporated herein by this reference. This fee schedule shall remain in effect for the duration of this Agreement unless modified in writing by mutual agreement of the parties.
- 3.5. “Maximum Amount”: The highest total compensation and costs payable to Consultant by City under this Agreement. The Maximum Amount under this Agreement is One Hundred Eighty-Four Thousand Two Hundred Fifteen Dollars (\$184,215).
- 3.6. “Commencement Date”: August 19, 2020.
- 3.7. “Termination Date”: December 31, 2021.

#### **4. TERM**

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

## 5. CONSULTANT'S DUTIES

- 5.1. **Services.** Consultant shall perform the services identified in the Scope of Services. City shall have the right to request, in writing, changes in the Scope of Services. Any such changes mutually agreed upon by the parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement.
- 5.2. **Coordination with City.** In performing services under this Agreement, Consultant shall coordinate all contact with City through its Agreement Administrator.
- 5.3. **Budgetary Notification.** Consultant shall notify the Agreement Administrator, in writing, when fees and expenses incurred under this Agreement have reached eighty percent (80%) of the Maximum Amount. Consultant shall concurrently inform the Agreement Administrator, in writing, of Consultant's estimate of total expenditures required to complete its current assignments before proceeding, when the remaining work on such assignments would exceed the Maximum Amount.
- 5.4. **Business License.** Consultant shall obtain and maintain in force a City business license for the duration of this Agreement.
- 5.5. **Professional Standards.** Consultant shall perform all work to the highest standards of Consultant's profession and in a manner reasonably satisfactory to City. Consultant shall keep itself fully informed of and in compliance with all local, state, and federal laws, rules, and regulations in any manner affecting the performance of this Agreement, including all Cal/OSHA requirements, the conflict of interest provisions of Government Code § 1090 and the Political Reform Act (Government Code § 81000 et seq.).
- 5.6. **Avoid Conflicts.** During the term of this Agreement, Consultant shall not perform any work for another person or entity for whom Consultant was not working at the Commencement Date if such work would present a conflict interfering with performance under this Agreement. However, City may consent in writing to Consultant's performance of such work.
- 5.7. **Appropriate Personnel.** Consultant has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All such services shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. David Gilbertson, Executive Vice President shall be Consultant's project administrator and shall have direct responsibility for management of Consultant's performance under this Agreement. No change shall be made in Consultant's project administrator without City's prior written consent.

- 5.8. **Substitution of Personnel.** Any persons named in the proposal or Scope of Services constitutes a promise to the City that those persons will perform and coordinate their respective services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. If City and Consultant cannot agree as to the substitution of key personnel, City may terminate this Agreement for cause.
- 5.9. **Permits and Approvals.** Consultant shall obtain, at its sole cost and expense, all permits and regulatory approvals necessary for Consultant's performance of this Agreement. This includes, but shall not be limited to, professional licenses, encroachment permits and building and safety permits and inspections.
- 5.10. **Notification of Organizational Changes.** Consultant shall notify the Agreement Administrator, in writing, of any change in name, ownership or control of Consultant's firm or of any subcontractor. Change of ownership or control of Consultant's firm may require an amendment to this Agreement.
- 5.11. **Records.** Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to Consultant under this Agreement. All such documents shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of City. In addition, pursuant to Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds ten thousand dollars, all such documents and this Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of City, for a period of three (3) years after final payment under this Agreement.

## 6. SUBCONTRACTING

- 6.1. **General Prohibition.** This Agreement covers professional services of a specific and unique nature. Except as otherwise provided herein, Consultant shall not assign or transfer its interest in this Agreement or subcontract any services to be performed without amending this Agreement.
- 6.2. **Consultant Responsible.** Consultant shall be responsible to City for all services to be performed under this Agreement.
- 6.3. **Identification in Fee Schedule.** All subcontractors shall be specifically listed and their billing rates identified in the Approved Fee Schedule, Exhibit B. Any changes must be approved by the Agreement Administrator in writing as an amendment to this Agreement.

## 7. COMPENSATION

- 7.1. **General.** City agrees to compensate Consultant for the services provided under this Agreement, and Consultant agrees to accept payment in accordance with the Fee Schedule in full satisfaction for such services. Compensation shall not exceed the Maximum Amount. Consultant shall not be reimbursed for any expenses unless provided for in this Agreement or authorized in writing by City in advance.
- 7.2. **Invoices.** Consultant shall submit to City an invoice, on a monthly basis or as otherwise agreed to by the Agreement Administrator, for services performed pursuant to this Agreement. Each invoice shall identify the Maximum Amount, the services rendered during the billing period, the amount due for the invoice, and the total amount previously invoiced. All labor charges shall be itemized by employee name and classification or 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 including the design and preconstruction phases of a covered public works project. Consultant shall defend, indemnify, and hold the City, its elected officials, officers, employees, and agents free and harmless from any claim or liability

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Approved for Use 01/10/18



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, 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.

## 10. RELATIONSHIP OF PARTIES

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

## 11. INDEMNIFICATION

- 11.1 **Definitions.** For purposes of this Section 11, “Consultant” shall include Consultant, its officers, employees, servants, agents, or subcontractors, or anyone directly or indirectly employed by either Consultant or its subcontractors, in the performance of this Agreement. “City” shall include City, its officials, officers, agents, employees and volunteers.
- 11.2 **Consultant to Indemnify City.** Where the services to be provided by Consultant under this Agreement are design professional services, as that term is defined under Civil Code Section 2782.8, Consultant agrees to indemnify, defend and hold harmless, the City, its officers, officials, employees and volunteers from any and all claims, demands, costs or liability that actually or allegedly arise out of, or pertain to, or relate to the negligence, recklessness or willful misconduct of Consultant and its agents in the performance of services under this contract, but this indemnity does not apply to liability for damages for bodily injury, property damage or other loss, arising from the sole negligence, active negligence or willful misconduct by the City, its officers, official employees, and volunteers. If it is finally adjudicated that liability is caused by the comparative active negligence or willful misconduct of the City, then Consultant’s indemnification and defense obligations shall be reduced in proportion to the established comparative liability of the City and shall not exceed the Consultant’s proportionate percentage of fault.

As respects all acts or omissions which do not arise directly out of the performance of design professional services, including but not limited to those acts or omissions normally covered by general and automobile liability insurance, and to the full extent permitted by law, Consultant agrees to indemnify, defend and hold harmless the City, its officers, officials, agents, employees, and volunteers from and against any claims, demands, losses, liability of any kind or nature (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorney’s fees and costs, court costs, interest, defense costs, and expert witness fees) where the same arise out of, are in connection with, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or entity for which Consultant is legally liable, including but not limited to officers, agents, employees or sub-contractors of Consultant, excepting those which arise out of the active negligence, sole negligence or willful misconduct of the City, its officers, officials, employees and volunteers.

- 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. If it is finally adjudicated that liability is caused by the comparative negligence or willful misconduct of an indemnified party,

then Consultant's indemnification obligation shall be reduced in proportion to the established comparative liability.

- 11.4 **Attorneys Fees.** Such costs and expenses shall include reasonable attorneys' fees for counsel of City's choice, expert fees and all other costs and fees of litigation. Consultant shall not be entitled to any refund of attorneys' fees, defense costs or expenses in the event that it is adjudicated to have been non-negligent.
- 11.5 **Defense Deposit.** The City may request a deposit for defense costs from Consultant with respect to a claim. If the City requests a defense deposit, Consultant shall provide it within 15 days of the request.
- 11.6 **Waiver of Statutory Immunity.** The obligations of Consultant under this Section 11 are not limited by the provisions of any workers' compensation act or similar act. Consultant expressly waives its statutory immunity under such statutes or laws as to City.
- 11.7 **Indemnification by Subcontractors.** Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section 11 from each and every subcontractor or any other person or entity involved in the performance of this Agreement on Consultant's behalf.
- 11.8 **Insurance Not a Substitute.** City does not waive any indemnity rights by accepting any insurance policy or certificate required pursuant to this Agreement. Consultant's indemnification obligations apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.
- 11.9 **Civil Code.** The parties are aware of the provisions of Civil Code 2782.8 relating to the indemnification and the duty and the cost to defend a public agency by a Design Professional and agree that this Section 11 complies therewith.

## 12. INSURANCE

- 12.1. **Insurance Required.** Consultant shall maintain insurance as described in this section and shall require all of its subcontractors, consultants, and other agents to do the same. Approval of the insurance by the City shall not relieve or decrease any liability of Consultant Any requirement for insurance to be maintained after completion of the work shall survive this Agreement.
- 12.2. **Documentation of Insurance.** City will not execute this agreement until it has received a complete set of all required documentation of insurance coverage. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. Consultant shall file with City:

- Certificate of Insurance, indicating companies acceptable to City, with a Best's Rating of no less than A:VII showing. The Certificate of Insurance must include the following reference: Engineering Design, Construction Management and Inspection Services
- 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 City as 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, for liability arising out of ongoing and completed operations by or on behalf of the Consultant. Consultant's insurance policies shall be primary as respects any claims related to or as the result of the Consultant's work. Any insurance, pooled coverage or self-insurance maintained by the City, its elected or appointed officials, directors, officers, agents, employees, volunteers, or consultants shall be non-contributory. All endorsements shall be signed by a person authorized by the insurer to bind coverage on its behalf. General liability coverage can be provided using an endorsement to the Consultant's insurance at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37.
- 12.10. **Failure to Maintain Coverage.** In the event any policy is canceled prior to the completion of the project and the Consultant does not furnish a new certificate of insurance prior to cancellation, City has the right, but not the duty, to obtain the

required insurance and deduct the premium(s) from any amounts due the Consultant under this Agreement. Failure of the Consultant to maintain the insurance required by this Agreement, or to comply with any of the requirements of this section, shall constitute a material breach of this Agreement.

- 12.11. **Notices.** Contractor shall provide immediate written notice if (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; (3) or the deductible or self-insured retention is increased. Consultant shall provide no less than 30 days' notice of any cancellation or material change to policies required by this Agreement. Consultant shall provide proof that cancelled or expired policies of insurance have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages. The name and address for Additional Insured Endorsements, Certificates of Insurance and Notices of Cancellation is: City of South Pasadena, Attn: Public Works Department, 1414 Mission Street, South Pasadena, CA 91030.
- 12.12. **Consultant's Insurance Primary.** The insurance provided by Consultant, including all endorsements, shall be primary to any coverage available to City. Any insurance or self-insurance maintained by City and/or its officers, employees, agents or volunteers, shall be in excess of Consultant's insurance and shall not contribute with it.
- 12.13. **Waiver of Subrogation.** Consultant hereby waives all rights of subrogation against the City. Consultant shall additionally waive such rights either by endorsement to each policy or provide proof of such waiver in the policy itself.
- 12.14. **Report of Claims to City.** Consultant shall report to the City, in addition to the Consultant's insurer, any and all insurance claims submitted to Consultant's insurer in connection with the services under this Agreement.
- 12.15. **Premium Payments and Deductibles.** Consultant must disclose all deductibles and self-insured retention amounts to the City. The City may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within retention amounts. Ultimately, City must approve all such amounts prior to execution of this Agreement.

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

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

### 13. MUTUAL COOPERATION

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

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

### 14. NOTICES

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

If to City

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

If to Consultant

RKA Consulting Group  
398 Lemon Creek Drive, Suite E  
Walnut, CA 91789  
Telephone: (909) 594-9702  
Facsimile: (909) 594-2658

With courtesy copy to:

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

## 15. SURVIVING COVENANTS

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

## 16. TERMINATION

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

## 17. INTERPRETATION OF AGREEMENT

- 17.1. **Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the State of California.
- 17.2. **Integration of Exhibits.** All documents referenced as exhibits in this Agreement are hereby incorporated into this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail. This instrument contains the entire Agreement between City and Consultant with respect to the transactions contemplated herein. No other prior oral or written agreements are binding upon the parties. Amendments hereto or deviations herefrom shall be effective and binding only if made in writing and executed on by City and Consultant.



- 17.3. **Headings.** The headings and captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and for convenience in reference to this Agreement. Should there be any conflict between such heading, and the section or paragraph thereof at the head of which it appears, the language of the section or paragraph shall control and govern in the construction of this Agreement.
- 17.4. **Pronouns.** Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution(s).
- 17.5. **Severability.** If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to the extent necessary to, cure such invalidity or unenforceability, and shall be enforceable in its amended form. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
- 17.6. **No Presumption Against Drafter.** Each party had an opportunity to consult with an attorney in reviewing and drafting this agreement. Any uncertainty or ambiguity shall not be construed for or against any party based on attribution of drafting to any party.

## 18. GENERAL PROVISIONS

- 18.1. **Confidentiality.** All data, documents, discussion, or other information developed or received by Consultant for performance of this Agreement are deemed confidential and Consultant shall not disclose it without prior written consent by City. City shall grant such consent if disclosure is legally required. All City data shall be returned to City upon the termination or expiration of this Agreement.
- 18.2. **Conflicts of Interest.** Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Consultant further agrees to file, or shall cause its employees or subcontractor to file, a Statement of Economic Interest with the City's Filing Officer if required under state law in the performance of the services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer, or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

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

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

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

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

“City”  
City of South Pasadena

“Consultant”  
RKA Consulting Group

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 Consultant shall perform water and pavement improvements (engineering design and construction management) on ten roadway segments distributed throughout the City's jurisdiction. The streets included in this project generally fall within a local designation and are predominantly fronted by residential land use. The street segments are listed below:

- Pine Street, from Meridian Avenue to Huntington Drive
- Maple Street, from Fremont Avenue to Primrose Avenue
- Maple Street, from Meridian Avenue to Huntington Drive
- Mill Road, from Garfield Avenue to easterly limits
- Oneonta Knoll Street, from Fremont Avenue to Primrose Avenue
- Milan Avenue, from Edgewood Drive to Oak Street
- Edgewood Drive, from Milan Avenue to Wayne Avenue
- Mission Street, from Pasadena Avenue to Arroyo Drive  
- Intersection of Mission Street and Arroyo Drive (Alternative)
- Glendon Way, from Monterey Road to Lyndon Street
- Arroyo Verde Road, from Monterey Road to Arroyo Verde Road

The City intends to make improvements to the existing water system infrastructure, supporting improved function and reducing or eliminating existing maintenance concerns. Upgrading and repairing the City's water facilities in conjunction with the pavement improvements will help support extending the pavement surface longevity by reducing near term pavement cuts to the revitalized surface.

### **Design Considerations**

The Consultant shall address the following items as part of the project design:

1. Alternative pavement repair strategies: The Consultant shall evaluate, consider, and recommend appropriate and cost-effective alternative street repair methods such as cold in-place recycled asphalt, use of geotextile paving fabrics (i.e. Petromat), etc. as a part of the pavement design. The Consultant shall include cost effective design considerations for replacement of the PCC pavement at Segment 09.
2. Green Streets design: The City desires to incorporate Green Streets design as a part of the projects whenever financially feasible and practicable. Green Streets are defined as public right-of-way treatments that incorporate infiltration, biofiltration, and/or storage that use best management practices (BMPs) to collect, retain, or detain stormwater runoff on site. The design engineer shall evaluate, recommend and incorporate Green Streets treatments that may be applicable to the street improvement design.
3. ADA: The Consultant shall evaluate, consider, and address all existing ADA deficiencies which must be addressed in accordance with ADA regulations for reconstruction projects.

All handicap ramps shall be designed showing existing and proposed grades to verify ADA slope compliance.

4. Trench Backfill: The consultant shall evaluate soil report and provide a recommendation for backfill material for utility trench excavation.

## **Scope of Work/Tasks**

### **1. Design Services**

The Consultant shall perform the following tasks:

- A. Topographical survey of each project site, inclusive of all intersections beyond BCR/ECR. Cross section elevations to be taken no more than 50' apart. Topographic survey shall also note any locations of sags, uplifts, depressions, deficiencies and other unusual conditions which should be addressed as part of the improvement project. The survey shall also locate all locations of damaged sidewalks, damaged curb and gutters, existing roof drains, tree locations, red curb locations, house numbers, utility covers, manholes, etc.
- B. Utility research of all existing infrastructure including franchise utilities. Consultant shall submit verification of utility company review of design plans and/or verification of utility research.
- C. Research of as-built/record drawings, benchmarks, centerline ties.
- D. Pothole existing pavement sections and subgrade to determine recommended pavement section and repair methodologies. Pavement section shall be designed based on a 10 year life expectancy. Potholes shall also be taken to verify compaction of soil conditions for utility trench excavation and backfill recommendations, and shall be taken no more than 250' apart.
- E. Four project meetings with City Staff. The meetings shall be as follows: Kickoff meeting for overall coordination and establishing of general guidelines; Second meeting at the 50% level of completion of the drawings; Third meeting at the 80% level of completion of the drawings, specs, and estimate; Forth meeting at the 95% level of completion of the drawings, specs, and estimate.
- F. Preparation of Construction Plans
  - a. Cover sheet
  - b. Street Improvement Plans. Plans shall show plan views, including topographic elevations, public right-of-way line, and house numbers.
  - c. Typical Sections
  - d. Construction Details
  - e. Water Improvement Plans. Plans shall show both plan and profile views. Profile view shall show all existing utility crossings.

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- f. Striping plans. Plans shall show striping, painted curb length, and placement of traffic signs
- G. Preparation of Project Technical Specifications in conformance to the latest editions of the Standard Specifications for Public Works Construction (Greenbook), Standard Plans for Public Works Construction, State of California Department of Transportation (Caltrans) Standard Plans and Specifications, California Manual on Uniform Traffic Control Devices (CA MUTCD), American Water Works Association, and incorporating the City general conditions using City boilerplate
- H. Preparation of Engineer's Estimate at 50%, 80%, 95%, and 100% level of complete drawings, specs, and engineer's estimate.
- I. Public Outreach – Two (2) meetings with the Public Works Commission and/or affected residents and businesses
- J. Construction Engineering Support Services (Estimated 80 hours; deletable item)

**Deliverables**

Consultant shall provide the following deliverables to the City:

- A. 2 sets of hard copies of preliminary plans, specifications and cost estimate at 50%, 80%, and 95% level of completion along with electronic files.
- B. Copy of utility research documents (as-built plans & request letters).
- C. Report of potholing results
- D. Final Drawings
  - 1 Set of mylars stamped and signed by the Engineer of Record
  - Electronic files in AutoCAD format.
  - Copies of all plans in PDF format
  - Copy of surveyor's digital control points.
- E. Project Specifications plus electronic copy (Word and PDF) stamped and signed by the Engineer of Record
- F. Engineer's Estimate plus electronic copy (Word and PDF)

**2. Construction Management and Inspection Services**

The Consultants are expected to be knowledgeable in the listed tasks. The Consultant shall clearly identify the number of proposed hours for inspection services, as well as, for construction management for each task.

- 1. Project Familiarity

Consultant be familiar with the project site and construction areas. Consultant shall review project scope and become familiar with the following:

- Construction drawings showing details of the proposed method of construction.
- Phasing, scheduling and sequencing of operations to be performed during construction.
- Methods of pedestrian and vehicular traffic control in the project vicinity.
- Required project signage and notifications to the public.
- Methods of resolving conflicts in the plans and specifications.
- Methods of resolving delay construction.
- Methods of resolving contract change order.
- Methods of establishing and maintaining a positive working relationship with the Contractor.
- Methods of maintaining daily construction reports and project construction records.
- Coordinating construction with underground utility agencies.
- Reviewing soil reports, material testing, and construction material submittals.
- CalRecycle Grant procedures and manage requirements of the Rubberized Pavement Grant Program, if applicable.
- Water, sewer, storm drain pipeline construction methods and testing, if applicable.
- Traffic signal, street lights, and other electric underground construction methods and standards, if applicable.
- Various non-city grant funding (e.g. Federal, State, Metro) and auditing/compliance requirements, if applicable.

## 2. Preconstruction Meeting

Consultant shall prepare meeting agenda and conduct a preconstruction meeting with the construction Contractor, the City, affected utility companies and other critical participants of the project.

Consultant shall invite all affected utility companies and other critical participants of the project to the preconstruction meeting.

Consultant shall develop detailed meeting minutes and promptly distribute to all in attendance.

## 3. Construction Management / Inspection

The Consultant shall provide a California Registered Civil Engineer to serve as the Construction Manager. The Consultant shall provide contract administration as an agent of the City, and shall establish and implement coordination and communication procedures among the Engineer, City, and Contractor. The Consultant shall establish and implement



procedures for reviewing and processing requests for information (RFIs) in a timely manner and interpretations of the contract documents, shop drawings, samples and submittals, change order proposals, payment applications, and other construction related communications. The Consultant shall track and monitor the review of product and material submittals to determine compliance with construction plans and specifications including the project schedule.

The Consultant shall record the progress of the project and maintain current records of all necessary contracts, insurance certificates, construction documents, permits, specifications and codes, project photographs, as-built drawings, samples and submittals, operation and maintenance manuals, material tickets, test results and other construction related documents. At the completion of the project, the Consultant shall deliver all documents and records to the City.

The Consultant shall have design capabilities in all related fields and provide design services for field redesigns subject to the availability of the Engineer, and perform other tasks as directed by the City.

CM shall be familiar with Contract Documents, Standard Specifications for Public Works Construction (Greenbook), Standard Plans for Public Works Construction, State of California Department of Transportation (Caltrans) Standard Plans and Specifications, California Manual of Uniform Traffic Control Devices, and American Water Works Association to ensure compliance with the construction contract. The Inspector / CM shall have adequate experience performing CM and inspection on projects of similar magnitude and scope.

The Consultant shall provide inspection services for the duration of the project to complete all work on time as specified in the contract documents. Consultant shall coordinate and monitor Contractor's operations with the utility companies, neighboring residents, businesses, and other affected parties.

The Consultant shall keep accurate, detailed daily inspection logs, which shall include progress of the work, labor and equipment utilized, track usage of the bid quantity items, log of inspector shift hours, problems encountered and direction given to the Contractor. Daily logs are to be submitted on a weekly basis.

The Consultant shall prepare weekly statement of working days and monthly construction reports or more frequently as required by the City that will include progress of work, major tasks accomplished, budget status, schedule overview, summary of change orders, logs of submittals and RFIs, progress as-built plans, project photographs, as well any specific requirements stipulated in the construction contract. Monthly construction reports shall be submitted with each consultant progress payment request. All submittals must be properly dated for purposes of administrative record.

#### 4. Construction Progress Meetings

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The Consultant shall conduct construction progress meetings on an as-needed basis with the Contractor, City, and other project participants. The Consultant shall prepare agendas, record, transcribe and distribute meeting minutes in a timely manner to all parties.

5. Public Relations

The Consultant shall coordinate distribution of imminent construction notices by the Contractor to all neighboring residents and businesses. The Consultant shall respond to all citizen concerns and complaints in an expeditious manner. The Consultant shall maintain a log of all such citizen concerns and complaints.

6. Change Order Preparation, Negotiation and Processing

The Consultant shall establish, implement and coordinate systems for timely processing all contract change orders, prepare an independent cost estimate for all contract change orders, and negotiate all change orders with the Contractor. The Consultant shall review the content of requests for changes to the contract time or price, assemble information concerning the request and endeavor to determine the cause and merit of the requests, the impact on the budget, schedule and project scope, and make recommendations to the City with respect to acceptance of the request and advise the City regarding the ramifications of the request prior to commencement of any extra work. The Consultant shall render written decisions and shall prepare the change order documents on standard City format for execution. All changes to the agreement between the City and Contractor shall be only by change orders executed by the City and Contractor.

7. Quality Review

The Consultant shall establish and implement a program to monitor the quality of the construction. The purpose of the program shall be to guard the City against defects and deficiency in the work of the Contractor. The Consultant shall reject work and transmit to the City and Contractor a notice of noncompliance when it is the opinion of the Consultant that the work does not conform to the requirements of the contract documents. The Consultant may authorize minor variations in the work from the requirements of the contract documents that do not involve an adjustment in the contract price or contract time and which are consistent with the overall intent of the contract documents. Except for such minor variations as stated herein, the Consultant is not authorized as a part of their services to change, revoke, alter, enlarge, relax or release any requirements of the contract documents or to approve or accept any portion of the work not performed in accordance with the contract documents. Any minor variations authorized by the Consultant shall be duly recorded in written logs, and included in the record drawings prepared by the Consultant.

8. Progress Payments

The Consultant shall review the payment applications submitted by the Contractor and determine whether the amount requested reflects the actual progress of the Contractor's work. The Consultant shall verify all quantities of work with the Contractor and shall make

appropriate adjustments to each payment application. The Consultant shall prepare and forward to the City a progress payment report along with the latest construction schedule, as well as record drawing and photos depicting work completed. The report shall state the total contract price, payments to date, current payment request, current balance amount, retention and actual amounts owed for the current period in a City approved format. The Contractor's payment request must be submitted with the latest construction schedule.

#### 9. Record Drawings and Documents

The Consultant shall coordinate efforts between the Contractor and the City such that a reproducible set of drawings is maintained, on which all design changes and field adjustments are made in ink by the Contractor to reflect construction conditions recorded and observed. The Consultant shall review drawings for completeness and discuss them with the City. The Consultant shall maintain a set of the contract documents with up-to-date information regarding all addendum, substitutions, clarifications and corrections, and change orders. The Consultant shall deliver as-built plans to the City.

#### 10. Construction Schedule

The Consultant shall review and monitor the Contractor's construction schedule and shall verify that the schedule is prepared in accordance with the requirements of the project. The Consultant shall monitor the schedule on a weekly basis for accuracy and consult with Contractor to ensure compliance with the established milestones and accomplishments. The Consultant shall be responsible to submit the latest construction schedule with the contractor's payment request in a timely manner.

#### 11. Testing Services

The Consultant shall coordinate with the contracted testing firm provided by the City and monitor all testing services to perform field and laboratory testing during construction, including review of test results. The Consultant shall maintain a log of all test reports, including the type of testing performed, location, result and action taken. The Consultant shall coordinate with the Contractor to perform retesting on any failing tests. The Consultant shall coordinate delivery of all testing results to the City. The Consultant shall prepare and forward to the City a progress payment report along with test results and accurate detailed inspection logs.

#### 12. Safety Program

The Consultant shall review the Contractor's safety program to ensure compliance with all OSHA, local, state and federal requirements. The Consultant shall not be responsible for the Contractor's implementation of the safety program, or for monitoring compliance to such safety program. The Consultant shall notify the Contractor of safety programs and shall direct the Contractor to suspend work if imminent hazard is not immediately remedied or if a dangerous condition persists.

The Consultant shall investigate all accidents and gather all information relating to any accidents and conduct investigations if deemed necessary. The Consultant shall prepare

accident reports.

### 13. Storm Water Pollution Prevention Plan

The Consultant shall review, monitor, and ensure the Contractor's environmental compliance with NPDES/Best Management Practices (BMPs) to prevent Storm Water Pollution from construction related activities and verify the Contractor's compliance with all local, State and Federal requirements.

### 14. Traffic and Pedestrian Control; Public Safety

The Consultant shall review and monitor all traffic control and public safety plans for compliance with all applicable safety laws and regulations. The Consultant shall review on a daily basis all detours, lane closures, temporary access, delineation, and traffic control set-ups and report any deficiencies to the Contractor for immediate correction prior to the commencement of work for the day. The Consultant shall ensure that Police, Fire, Sanitation, Parks, and any other affected City agencies are notified of any potential construction impacts.

### 15. Project Close-out

The Consultant shall advise the City in determining when the project is substantially complete. The Consultant shall coordinate a final walk through with the City, Contractor, Engineer, and other project personnel and develop a punch list of incomplete or deficient work which does not conform to the contract documents. Additionally, the Consultant shall make recommendations to the City regarding final project approval and acceptance, and shall submit to the City a Notice of Completion signed by the Contractor. The Consultant shall make recommendations to the City regarding the final progress payment request and shall assist the City during the project warranty period if corrective work is required. The Consultant shall prepare all documentation needed for project close-out and deliver all project documentation to the City.

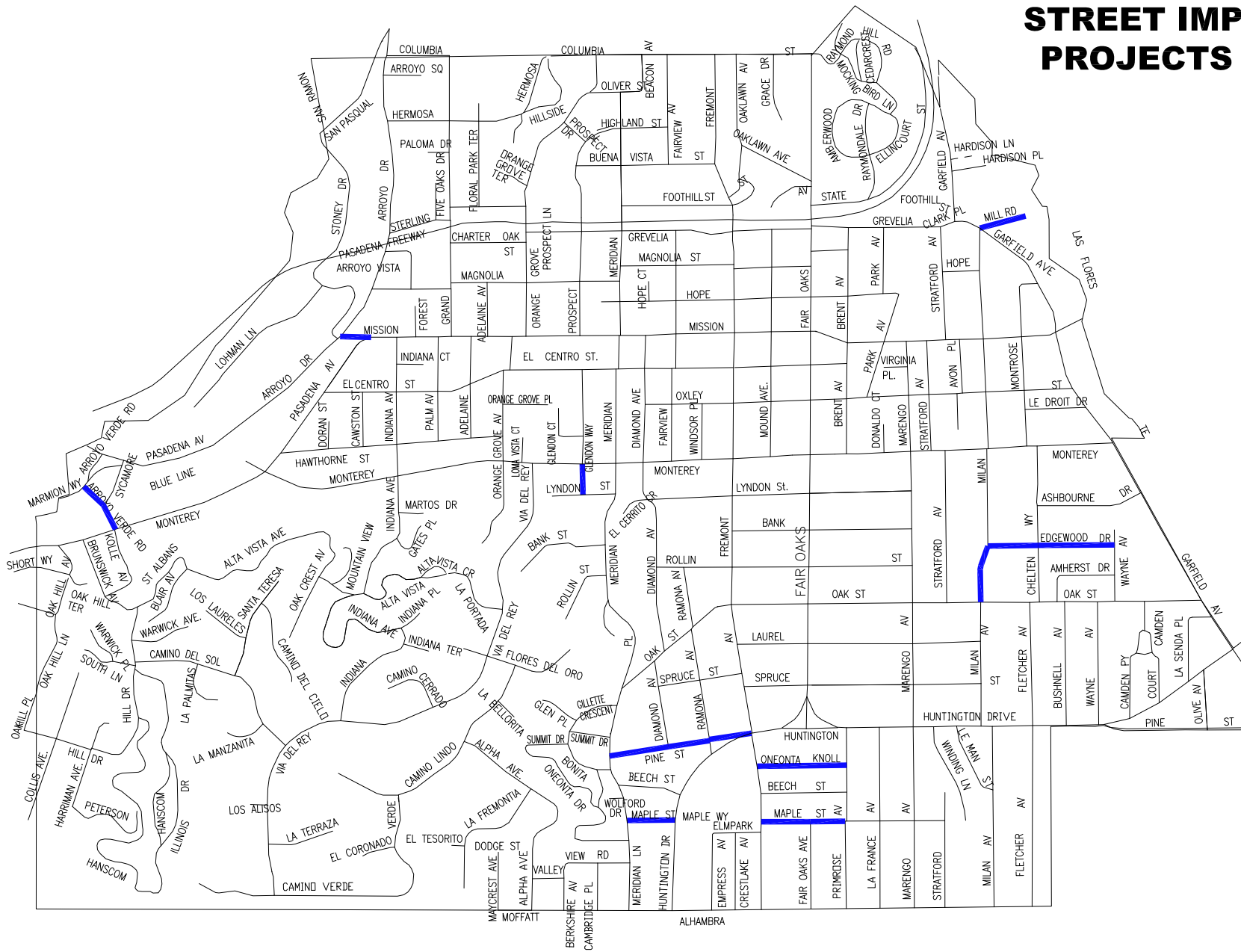
## Exhibit B

### Approved Fee Schedule

	Project Manager \$130/hr	Project Engineer \$115/hr	Engineering Assistant \$75/hr	Public Works Inspector \$105/hr	Sub-consultant	Total Fee
<b>FY19-20 Street Improvement Project- Design Services Task 1</b>						
a) - Meetings	32					\$4,160
b) - Utility Coordination	4	8	16		\$ 500	\$3,140
c) - Design Topographic Survey (Kelsoe)					\$ 26,220	\$26,220
d) - Geotechnical Investigation & Pavement Design Rec. (Converse Consultants)	4				\$ 11,450	\$11,970
e) - Street, Striping and Water Improvement Plans	50	310	60			\$46,650
f) - Preparation of Technical Specifications - Street	15	25				\$4,825
g) - Engineering Estimate	2	6	4			\$1,250
<b>Sub Total</b>	<b>107</b>	<b>349</b>	<b>80</b>	-	<b>\$ 38,170</b>	<b>\$98,215</b>
<b>Additive Alternative Design Services Mission St and Arroyo Drive Task 2</b>						
a) - Design Topographic Survey (Kelsoe)					\$ 1,955	\$1,955
b) - Street and Striping Improvement Plans	6	20				\$3,080
c) - Engineering Estimate	1	2				\$360
<b>Sub Total</b>	<b>7</b>	<b>22</b>	-	-	<b>\$ 1,955</b>	<b>\$5,395</b>
<b>Construction Engineering Support Task 3</b>						
h) - Construction Support (Deletable Item)	10	70				\$9,350
<b>Sub Total</b>	<b>10</b>	<b>70</b>	-	-		<b>\$9,350</b>
<b>Construction Management</b>						
a) Construction Management and Inspection Services	20	160		530		\$76,650
<b>Sub Total</b>	<b>20</b>	<b>160</b>		<b>530</b>		<b>\$76,650</b>
<b>Project Total Hours</b>	<b>137</b>	<b>579</b>	<b>80</b>	<b>530</b>		
<b>Base Fee</b>	<b>\$ 17,810</b>	<b>\$ 66,585</b>	<b>\$ 6,000</b>	<b>\$ 55,650</b>	<b>\$ 38,170</b>	
						<b>\$184,215.00</b>
<p><b>Construction Management Notes and Assumptions:</b>            Construction Inspection and Management hours proposed is based on a construction contract duration of 90 working days. During construction, the average per day construction management time is proposed at two hours per work day for the full project duration. Inspection is proposed as six hours per day average during water improvements (45 working days), five hours per day for concrete repair (18 working days), six hours per day for local pavement repair and cold milling work (24 working days) and eight hours per day during pavement finish course work (3 working days). The average inspection per working day for the full 90 working days assumed is about 6 hrs, however full time inspection is anticipated to occur during each stage of the improvements as required to ensure safety and compliance with the contract documents.</p>						

**ATTACHMENT 2**  
Location Map

# STREET IMPROVEMENT PROJECTS FY2019-20





# City Council Agenda Report

ITEM NO. 9

**DATE:** August 19, 2020  
**FROM:** Stephanie DeWolfe, City Manager  
**PREPARED BY:** Shahid Abbas, Public Works Director  
Kristine Courdy, Deputy Public Works Director

**SUBJECT: Award of Contract to Interwest Consulting Group, Inc. for the On-Call Public Works Engineering Plan Checking Services Starting in Fiscal Year 2020-21 in an Amount Not-to-Exceed \$55,000**

## Recommended Action

It is recommended that the City Council:

1. Accept a proposal dated June 29, 2020, from Interwest Consulting Group, Inc. for the On-Call Public Works Engineering Plan Checking Services Starting in Fiscal Year (FY) 2020-21; and
2. Authorize the City Manager to execute the agreement and any amendments with Interwest Consulting Group, Inc. for a not-to-exceed amount of \$55,000 (\$50,000 for the proposal amount and \$5,000 for 10% contingency); and
3. Reject all other proposals received; and
4. Authorize Interwest Consulting Group, Inc. to provide the on-call “Deputy Inspector” services in accordance with the Southwest Monterey Hills Construction Regulations which are pass through costs to the City paid by the project developers through deposits provided by the City.

## Discussion/Analysis

Request for Proposals (RFP) was issued on June 17, 2020. Proposals were received from the following three firms:

- Interwest Consulting Group, Inc., City of Huntington Beach
- Transtech, City of Chino
- Willdan, City of Industry

Government Code Section 4526 states that professional services contracts are to be bid based on qualifications rather than on price:

*Notwithstanding any other provision of law, selection by a state or local agency head for professional services of private architectural, landscape architectural, engineering, environmental, land surveying, or construction project management*



*firms shall be on the basis of demonstrated competence and on the professional qualifications necessary for the satisfactory performance of the services required.*

Staff reviewed the proposals and subsequently, interviewed the three consultants on July 7, 2020. In compliance with the Government Code Section 4526, staff selected Interwest Consulting Group, Inc. to be the most qualified consultant for the professional services.

Interwest Consulting Group, Inc., employs nearly 500 professionals spanning a multitude of disciplines within public works, and building and safety departments throughout California. Interwest provides services to over 200 cities, counties and state agencies and understands the challenges and priorities of local governments. Interwest has in the past and is currently providing Engineering Plan Check, Project Management, Traffic Engineer, Construction Management and Inspection, and City Planning Services to South Pasadena.

### **Background**

In December 2019, the Public Works Department had a vacancy in the Civil Engineering Associate position that provides plan check services for development projects, responds to service requests from residents, and manages many of the City's capital improvement projects. Staff requested proposals from engineering firms to assist the City with engineering plan check services while the position is being backfilled. Due to lack of qualified candidates and COVID 19 Safer at Home restrictions backfilling this position has taken longer than anticipated.

### **Legal Review**

The City Attorney has reviewed this item.

### **Fiscal Impact**

Plan Check services are budgeted in the Public Works Account 101-6010-6011-8170. In addition, these services are offset by the revenue to the account 101-5220-001 for Public Works plan check services. The Southwest Monterey Hills Construction Regulations requires developers to pay \$12,000 deposit for "Deputy Inspector" and construction inspection services. These services provided by Interwest under this portion of the agreement will be paid for through the pass through costs.

### **Environmental Analysis**

This Project is exempt from 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

**PROFESSIONAL SERVICES AGREEMENT  
FOR CONSULTANT SERVICES**

**(City of South Pasadena / Interwest Consulting Group, Inc.)**

**1. IDENTIFICATION**

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

**2. RECITALS**

- 2.1. City has determined that it requires the following professional services from a consultant: On-Call Public Works Engineering Plan Checking Services.
- 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 Scope of Services attached hereto as Exhibit A and 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 Consultant

- 3.3. “Approved Fee Schedule”: Consultant’s compensation rates are set forth in the fee schedule attached hereto as Exhibit B and incorporated herein by this reference. This fee schedule shall remain in effect for the duration of this Agreement unless modified in writing by mutual agreement of the parties.
- 3.4. “Maximum Amount”: The highest total compensation and costs payable to Consultant by City under this Agreement. The Maximum Amount under this Agreement is fifty five thousand Dollars (\$55,000).
- 3.5. “Commencement Date”: August 20, 2020.
- 3.6. “Termination Date”: June 30, 2021.

#### 4. TERM

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

#### 5. CONSULTANT’S DUTIES

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

laws, rules, and regulations in any manner affecting the performance of this Agreement, including all Cal/OSHA requirements, the conflict of interest provisions of Government Code § 1090 and the Political Reform Act (Government Code § 81000 et seq.).

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

as part of any audit of City, for a period of three (3) years after final payment under this Agreement.

## 6. SUBCONTRACTING

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

## 7. COMPENSATION

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

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

## 8. PREVAILING WAGES

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

## 9. OWNERSHIP OF WRITTEN PRODUCTS

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

## 10. RELATIONSHIP OF PARTIES

- 10.1. **General.** Consultant is, and shall at all times remain as to City, a wholly independent contractor.
- 10.2. **No Agent Authority.** Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise to act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant’s employees, except as set forth in this Agreement. Consultant shall not

represent that it is, or that any of its agents or employees are, in any manner employees of City.

- 10.3. **Independent Contractor Status.** Under no circumstances shall Consultant or its employees look to the City as an employer. Consultant shall not be entitled to any benefits. City makes no representation as to the effect of this independent contractor relationship on Consultant's previously earned California Public Employees Retirement System ("CalPERS") retirement benefits, if any, and Consultant specifically assumes the responsibility for making such a determination. Consultant shall be responsible for all reports and obligations including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation, and other applicable federal and state taxes.
- 10.4. **Indemnification of CalPERS Determination.** In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or CalPERS to be eligible for enrollment in CalPERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

## 11. INDEMNIFICATION

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

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

## 12. INSURANCE

- 12.1. **Insurance Required.** Consultant shall maintain insurance as described in this section and shall require all of its subcontractors, consultants, and other agents to do the same. Approval of the insurance by the City shall not relieve or decrease any liability of Consultant Any requirement for insurance to be maintained after completion of the work shall survive this Agreement.
- 12.2. **Documentation of Insurance.** City will not execute this agreement until it has received a complete set of all required documentation of insurance coverage. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. Consultant shall file with City:
- Certificate of Insurance, indicating companies acceptable to City, with a Best's Rating of no less than A:VII showing. The Certificate of Insurance must include the following reference: City of South Pasadena Engineering Plan Check Services
  - Documentation of Best's rating acceptable to the City.
  - Original endorsements effecting coverage for all policies required by this Agreement.
  - City reserves the right to obtain a full certified copy of any Insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of the right to exercise later.
- 12.3. **Coverage Amounts.** Insurance coverage shall be at least in the following minimum amounts:
- Professional Liability Insurance: \$2,000,000 per occurrence,  
Professional Services Agreement – Consultant Services



\$4,000,000 aggregate

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

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

- 12.4. **General Liability Insurance.** Commercial General Liability Insurance shall be no less broad than ISO form CG 00 01. Coverage must be on a standard Occurrence form. Claims-Made, modified, limited or restricted Occurrence forms are not acceptable.
- 12.5. **Worker's Compensation Insurance.** Consultant is aware of the provisions of Section 3700 of the Labor Code which requires every employer to carry Workers' Compensation (or to undertake equivalent self-insurance), and Consultant will comply with such provisions before commencing the performance of the work of this Agreement. If such insurance is underwritten by any agency other than the State Compensation Fund, such agency shall be a company authorized to do business in the State of California.
- 12.6. **Automobile Liability Insurance.** Covered vehicles shall include owned if any, non-owned, and hired automobiles and, trucks.
- 12.7. **Professional Liability Insurance or Errors & Omissions Coverage.** The deductible or self-insured retention may not exceed \$50,000. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work. Coverage shall be continued for two years after the completion of the work by one of

the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the work under this Agreement.

- 12.8. **Claims-Made Policies.** If any of the required policies provide coverage on a claims-made basis the Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work. Claims-Made Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase “extended reporting” coverage for a minimum of five (5) years after completion of contract work.
- 12.9. **Additional Insured Endorsements.** The City, its City Council, Commissions, officers, and employees of South Pasadena must be endorsed as an additional insured for each policy required herein, other than Professional Errors and Omissions and Worker’s Compensation, for liability arising out of ongoing and completed operations by or on behalf of the Consultant. Consultant’s insurance policies shall be primary as respects any claims related to or as the result of the Consultant’s work. Any insurance, pooled coverage or self-insurance maintained by the City, its elected or appointed officials, directors, officers, agents, employees, volunteers, or consultants shall be non-contributory. All endorsements shall be signed by a person authorized by the insurer to bind coverage on its behalf. General liability coverage can be provided using an endorsement to the Consultant’s insurance at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37.
- 12.10. **Failure to Maintain Coverage.** In the event any policy is canceled prior to the completion of the project and the Consultant does not furnish a new certificate of insurance prior to cancellation, City has the right, but not the duty, to obtain the required insurance and deduct the premium(s) from any amounts due the Consultant under this Agreement. Failure of the Consultant to maintain the insurance required by this Agreement, or to comply with any of the requirements of this section, shall constitute a material breach of this Agreement.
- 12.11. **Notices.** Contractor shall provide immediate written notice if (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; (3) or the deductible or self-insured retention is increased. Consultant shall provide no less than 30 days’ notice of any cancellation or material change to policies required by this Agreement. Consultant shall provide proof that cancelled or expired policies of insurance have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages. The name and address for Additional Insured Endorsements, Certificates of Insurance and Notices of Cancellation is: City of South Pasadena, Attn: Shahid Abbas, Public Works Director, South Pasadena, CA 95945.

- 12.12. **Consultant's Insurance Primary.** The insurance provided by Consultant, including all endorsements, shall be primary to any coverage available to City. Any insurance or self-insurance maintained by City and/or its officers, employees, agents or volunteers, shall be in excess of Consultant's insurance and shall not contribute with it.
- 12.13. **Waiver of Subrogation.** Consultant hereby waives all rights of subrogation against the City. Consultant shall additionally waive such rights either by endorsement to each policy or provide proof of such waiver in the policy itself.
- 12.14. **Report of Claims to City.** Consultant shall report to the City, in addition to the Consultant's insurer, any and all insurance claims submitted to Consultant's insurer in connection with the services under this Agreement.
- 12.15. **Premium Payments and Deductibles.** Consultant must disclose all deductibles and self-insured retention amounts to the City. The City may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within retention amounts. Ultimately, City must approve all such amounts prior to execution of this Agreement.

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

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

### 13. MUTUAL COOPERATION

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

### 14. NOTICES

Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on: (i) the day of delivery if delivered by hand, facsimile or overnight courier

service during Consultant's and City's regular business hours; or (ii) on the third business day following deposit in the United States mail if delivered by mail, postage prepaid, to the addresses listed below (or to such other addresses as the parties may, from time to time, designate in writing).

If to City

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 Consultant

Jim Ross  
15140 Transistor Lane  
Huntington Beach, CA 92649  
Telephone: (714) 899-9039

With courtesy copy to:

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

## 15. SURVIVING COVENANTS

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

## 16. TERMINATION

- 16.1. **City Termination.** City may terminate this Agreement for any reason on five calendar days' written notice to Consultant. Consultant agrees to cease all work under this Agreement on or before the effective date of any notice of termination. All City data, documents, objects, materials or other tangible things shall be returned to City upon the termination or expiration of this Agreement.
- 16.2. **Consultant Termination.** Consultant may terminate this Agreement for a material breach of this Agreement upon 30 days' notice.

- 16.3. **Compensation Following Termination.** Upon termination, Consultant shall be paid based on the work satisfactorily performed at the time of termination. In no event shall Consultant be entitled to receive more than the amount that would be paid to Consultant for the full performance of the services required by this Agreement. The City shall have the benefit of such work as may have been completed up to the time of such termination.
- 16.4. **Remedies.** City retains any and all available legal and equitable remedies for Consultant's breach of this Agreement.

## 17. INTERPRETATION OF AGREEMENT

- 17.1. **Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the State of California.
- 17.2. **Integration of Exhibits.** All documents referenced as exhibits in this Agreement are hereby incorporated into this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail. This instrument contains the entire Agreement between City and Consultant with respect to the transactions contemplated herein. No other prior oral or written agreements are binding upon the parties. Amendments hereto or deviations herefrom shall be effective and binding only if made in writing and executed on by City and Consultant.
- 17.3. **Headings.** The headings and captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and for convenience in reference to this Agreement. Should there be any conflict between such heading, and the section or paragraph thereof at the head of which it appears, the language of the section or paragraph shall control and govern in the construction of this Agreement.
- 17.4. **Pronouns.** Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution(s).
- 17.5. **Severability.** If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to the extent necessary to, cure such invalidity or unenforceability, and shall be enforceable in its amended form. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
- 17.6. **No Presumption Against Drafter.** Each party had an opportunity to consult with an attorney in reviewing and drafting this agreement. Any uncertainty or ambiguity shall not be construed for or against any party based on attribution of drafting to any party.

## 18. GENERAL PROVISIONS

- 18.1. **Confidentiality.** All data, documents, discussion, or other information developed or received by Consultant for performance of this Agreement are deemed confidential and Consultant shall not disclose it without prior written consent by City. City shall grant such consent if disclosure is legally required. All City data shall be returned to City upon the termination or expiration of this Agreement.
- 18.2. **Conflicts of Interest.** Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Consultant further agrees to file, or shall cause its employees or subcontractor to file, a Statement of Economic Interest with the City's Filing Officer if required under state law in the performance of the services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer, or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.
- 18.3. **Non-assignment.** Consultant shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without City's prior written consent, and any attempt to do so shall be void and of no effect. City shall not be obligated or liable under this Agreement to any party other than Consultant.
- 18.4. **Binding on Successors.** This Agreement shall be binding on the successors and assigns of the parties.
- 18.5. **No Third-Party Beneficiaries.** Except as expressly stated herein, there is no intended third-party beneficiary of any right or obligation assumed by the parties.
- 18.6. **Time of the Essence.** Time is of the essence for each and every provision of this Agreement.
- 18.7. **Non-Discrimination.** Consultant shall not discriminate against any employee or applicant for employment because of race, sex (including pregnancy, childbirth, or related medical condition), creed, national origin, color, disability as defined by law, disabled veteran status, Vietnam veteran status, religion, age (40 and above), medical condition (cancer-related), marital status, ancestry, or sexual orientation. Employment actions to which this provision applies shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; or in terms, conditions or privileges of employment, and selection for training. Consultant

agrees to post in conspicuous places, available to employees and applicants for employment, the provisions of this nondiscrimination clause.

- 18.8. **Waiver.** No provision, covenant, or condition of this Agreement shall be deemed to have been waived by City or Consultant unless in writing signed by one authorized to bind the party asserted to have consented to the waiver. The waiver by City or Consultant of any breach of any provision, covenant, or condition of this Agreement shall not be deemed to be a waiver of any subsequent breach of the same or any other provision, covenant, or condition.
- 18.9. **Excused Failure to Perform.** Consultant shall not be liable for any failure to perform if Consultant presents acceptable evidence, in City's sole judgment, that such failure was due to causes beyond the control and without the fault or negligence of Consultant.
- 18.10. **Remedies Non-Exclusive.** Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance from the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any or all of such other rights, powers or remedies.
- 18.11. **Attorneys' Fees.** If legal action shall be necessary to enforce any term, covenant or condition contained in this Agreement, the prevailing party shall be entitled to an award of reasonable attorneys' fees and costs expended in the action.
- 18.12. **Venue.** The venue for any litigation shall be Los Angeles County, California and Consultant hereby consents to jurisdiction in Los Angeles County for purposes of resolving any dispute or enforcing any obligation arising under this Agreement.

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

“City”  
City of South Pasadena

“Consultant”  
Interwest Consulting Group, Inc.

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

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

Printed: \_\_\_\_\_

Printed: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Attest:**

By: \_\_\_\_\_

Printed: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Approved as to form:**

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

Date: \_\_\_\_\_



## Exhibit A Scope of Services

Consultant shall provide Public Works engineering plan checking services on an as-needed basis for various purposes, such as, the review and plan check for correctness of plans, design calculations and technical specifications related to materials for proposed improvements, development of correction lists, and transmittal of correction lists to the City. The scope of work also includes documentation reviews, review of various studies and reports, and field/site review services for commercial and residential land development projects.

The Consultant shall assist the City with various engineering plan check assignments including but not limited to, the following:

- Review the developer's application and submittals for completeness
- Review of engineering quantity estimates and costs
- Review of rough and precise grading improvement plans
- Review of geological and geotechnical reports
- Review of storm drain improvement plans, hydrology and hydraulics reports
- Review of federally and state mandated reports required under NPDES and AQMD guidelines
- Review of street improvement plans, signing and striping plans, traffic signal plans and traffic studies and reports
- Review of utility plans, including domestic and sanitary sewer improvements
- Assist with development of engineering design standards and guidelines to assist with the plan checking process
- Review plans for consistency with other planned developments
- Setting Project conditions of approval during the entitlement phase
- Coordination with the City's planning department on development Projects
- Special consideration regarding plan check review in the Southwest Monterey Hills.  
Must be familiar with the Southwest Monterey Hills Construction Regulations.

Additionally, the Consultant shall have experience with the City's process and procedures, ordinances and permitting process, including plan check and review for conformance with conditions of approval along with other applicable (City, County, State and Federal) regulations and standards that are necessary to provide these services and complete the assigned projects.

It is anticipated that the said services will be performed on an as-needed basis as requested by the City. The City receives approximately 15 public works plan check review submittals per month. The counter hours for the Public Works Department are Monday and Wednesday from 1:00 pm to 5:00 pm. The Consultant does not need to be onsite full time during the counter hours, but needs to be available for appointments (virtual and in-person) during that time window.

In response to COVID-19, the South Pasadena City Hall has been closed since March 16, 2020 and the City has been accepting plans and reviewing them electronically. The Consultant shall perform services in a remote manner including plan checking of plans, platforms available for

remote meetings (such as Zoom), and any other software or computer programs available to assist with electronic plan checking. City Hall may open back in a limited capacity such as appointments only, however the City would like to be prepared in case another full closure of City Hall is required that the Consultant can continue to deliver all service electronically.

Optional Services:

The Consultant shall perform the inspections required in the Southwest Monterey Hills Construction Regulations; specifically, the inspection required under the “Deputy Inspector” section of the document. The City acknowledges that an actual deputy inspector is not required, but rather a construction inspector to confirm compliance with the regulations set forth in this document. The City will be requiring a preconstruction meeting for Southwest Monterey Hills Projects that includes Building, Planning and Public Works. The Consultant’s inspector would need to be involved in that meeting and be familiar with the Project conditions, plans and regulations in this document.

## Exhibit B Approved Fee Schedule

Below are the hourly rates proposed for the Consultant staff serving the City:

STAFF	TITLE	HOURLY RATE
James G. Ross	PRINCIPAL-IN-CHARGE	\$175
Steven L. Wright, PE, TE	PROJECT MANAGER	\$160
Kevin Ko, PE, QSD	PRIMARY PLAN CHECK ENGINEER	\$140
Craig Bradshaw, PE, PLS	BACK-UP PLAN CHECK ENGINEER   MAP CHECKER	\$140
Gary Neal, PLS	BACK-UP PLAN CHECKER   MAP CHECKER	\$140
Paul Keizer	CONSTRUCTION INSPECTOR	\$120

Below are the complete hourly rates and fee schedule for the Consultant should the City request additional services.

CLASSIFICATION	HOURLY BILLING RATE
<b>Engineering</b>	
Principal in Charge.....	\$ 175
City Engineer/City Surveyor .....	165
Project Manager .....	160
Traffic Engineer.....	160
Supervising Engineer.....	150
Senior Engineer.....	140
Engineering Associate III .....	125
Engineering Associate II.....	115
Engineering Associate I.....	105
Senior Engineering Technician .....	105
Engineering Technician III .....	95
Engineering Technician II .....	85
Engineering Technician I.....	75
Student Trainee .....	30
Grading Plans Examiner .....	120
<b>Construction Management</b>	
Construction Manager .....	\$ 145
Assistant Construction Manager .....	130
Supervising Public Works Observer .....	135
Senior Public Works Observer.....	125



Public Works Observer III.....	120
Public Works Observer II.....	115
Public Works Observer I.....	105
<b>Building &amp; Safety Services</b>	
Certified Building Official .....	\$ 150
Senior Structural Engineer .....	140
Licensed Plan Review Engineer.....	140
Senior Plan Review Architect .....	125
ICC Certified Plans Examiner .....	100
Senior Plans Examiner.....	105
CASp .....	100
Permit Technician.....	65
Inspector III .....	95
Inspector II .....	85
Inspector I .....	75
Code Enforcement Officer.....	80
Fire Protection Engineer.....	145
Fire Marshal.....	110
ICC Fire Plans Examiner .....	100
ICC Fire Inspector.....	100
<b>Emergency Management</b>	
Managing Director .....	\$ 180
Senior Emergency Manager .....	125
Emergency Management Specialist.....	95
<b>Water Policy and Planning</b>	
Director .....	\$ 235
Principal Engineer/Engineer-in-Charge.....	195-225
Supervising Engineer .....	190
Senior Project Manager/Senior Engineer .....	180
Project Manager/Project Engineer .....	150-175
Associate Engineer (Licensed).....	135
Engineering Associate I, II, III.....	105-125
Engineering Technician I, II, III .....	75-95
Senior Administrative Assistant .....	75
Administrative Assistant.....	60
Student Engineer Trainee/Intern .....	45
Student Trainee / Intern .....	35
<b>Organization and Leadership Development</b>	
Managing Director .....	\$ 255
Senior Leadership Development Manager .....	175
Leadership Development Specialist .....	115
*** Keynote and course fee schedule available upon request	
<b>Real Estate</b>	
Corporate Broker .....	\$ 185
Project Manager.....	160

Quality Manager .....	135
Senior Acquisition / Relocation Agent .....	115
Property Manager .....	105
Acquisition / Relocation Agent .....	95
Project and Escrow Coordinator .....	75
 <b>Geographic Information Systems</b>	
GIS Project Manager .....	\$ 135
Database Administrator .....	125
Senior GIS Analyst.....	120
GIS Analyst .....	95
GIS Technician .....	70
 <b>Information Technology</b>	
IT Project Manager.....	\$ 135
Network Engineer .....	125
IT Senior Analyst – Project Manager .....	125
IT Analyst .....	100
IT Technician.....	70
 <b>Planning Services</b>	
Planning Manager .....	\$ 160
Principal Planner .....	135
Senior Planner .....	130
Associate Project Planner.....	115
Assistant Planner .....	95
Supervising Transportation Planner .....	130
Senior Transportation Planner .....	120
Associate Transportation Planner III .....	110
Associate Transportation Planner II .....	100
Associate Transportation Planner I.....	90
 <b>Administrative</b>	
Management Analyst II .....	\$ 90
Management Analyst I .....	80
Senior Administrative.....	70
Administrative III.....	65
Administrative II.....	60
Administrative I.....	55





# City Council Agenda Report

ITEM NO. 10

**DATE:** August 19, 2020

**FROM:** Stephanie DeWolfe, City Manager

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

**SUBJECT:** **Award of Purchase Contract with Long Beach BMW for Three (3) Fully Outfitted BMW RT-P Police Motorcycles in the Amount of \$114,338.**

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## Recommendation

It is recommended that the City Council:

1. Award the purchase contract to Long Beach BMW in response to specification for three (3) police patrol motorcycles in the amount of \$92,657; and
2. Award the purchase contract to Motorola Solutions for three digital police radios in the amount of \$21,270; and
3. Award the purchase contract to Prime Graphix for the installation of police graphics in the amount of \$410.

## Commission Review and Recommendation

On June 13, 2020, this matter was brought before the Public Safety Commission (PSC) with full support for the purchases.

## Discussion/Analysis

The use of motorcycles is the most efficient mode of administering traffic enforcement due to the vehicle's maneuverability and ability to operate on the roadways and other terrains. Motorcycles facilitate more direct contact with the public and are a beneficial community relations tool. Three motorcycles are included in the Traffic Bureau's current motor-pool. However, two of the three motorcycles, which are Hondas, are aging significantly with one 2009 at 115,000 miles and the other 2011 with 68,000 miles. Industry standards and best practices suggest replacing police motorcycles between 60,000 and 100,000 miles. The motorcycle with 68,000 miles was used for training and has significant structural and frame damage, making unsafe for frontline patrol use. The age and increased mileage of these motorcycles also require increased maintenance, making their use for frontline enforcement fiscally unfeasible. Additionally, Honda police motorcycles have been discontinued and are no longer made.

The Police Department has utilized the BMW R1250 RT-P Police Motorcycle since 2017 and determined it to be the best motorcycle to meet the organization's needs. The only other option for police motorcycles is Harley Davidsons, which is less than optimal for city traffic

## Purchase of Three Police Motorcycles

August 19, 2020

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enforcement. If this purchase is approved, the two oldest motorcycles would be sold at auction, while the third would serve as a spare during maintenance or used for training purposes.

The 2020 BMW R1250 RT-P operates on unleaded fuel and comes standard with a 125hp engine with low-emission output controls. The units will have high-performance anti-lock disc brakes, drilled rotors, emergency lighting, and a digital radio system. The BMW comes with a 3-year, 36,000-mile warranty. BMW's are being ridden by more than 450 agencies in the United States, including the three largest U.S. fleets operated by the California Highway Patrol, Los Angeles Police Department, and Los Angeles Sheriff's Department.

Standard features on every BMW include heated seats and handlebar grips, BMW ABS with traction control, tire pressure monitoring, electronic cruise control, and a rider information display, including system voltage and ambient temperature. For an improved rider experience, the BMW includes optimal air management, which keeps engine heat from the rider and a standard electrically adjustable windshield.

### Alternatives

1. Upon approval of the purchase, the motorcycles will be ordered with an anticipated delivery date of 2- 6 months.
2. Delay the purchase of the replacement motorcycles and utilize the existing fleet.
3. Provide staff with an alternate direction.

### Legal Review

The City Attorney has reviewed this item.

### Fiscal Impact

Staff recommends the purchase of the motorcycles under the LA County Sheriff Contract RFB-IS-20200851, which constitutes a cooperative purchasing agreement authorized by SPMC Section 2.99-29(19). The total price to purchase and outfit the three (3) 2020 BMW R1250 RT-P motorcycle is \$114,338. This expenditure is to be funded from the approved State COPS grant account #272-4010-4018-8520-000. State COPS grants funds are awarded annually, based on population with a minimum of \$100,000 for each recipient city. State COPS funds may only supplement existing front line services and shall not be used to supplant any existing funding. The net offset of the two motorcycles sold at the auction is approximately \$2,000, with a final cost of \$112,338.

### COST BREAKDOWN PER UNIT

2020 BMW R1250RT-P Police Motorcycle (All fees/taxes included)	\$30,885
Motorola digital police radio	\$7,090
Police Graphics Installed by Prime Graphix	\$136
	<hr/>
	\$38,111

### Environmental Analysis

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

Purchase of Three Police Motorcycles

August 19, 2020

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**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. Purchase Quote from Long Beach BMW.
2. Quote from Motorola Solutions.
3. Quote from Prime Graphix.



**ATTACHMENT 1**  
Price Quote from Long Beach BMW

# LONG BEACH BMW MOTORCYCLES

2125 E. Spring Street • Long Beach, California 90806  
Mailing Address: P.O. Box 90639 • Long Beach, California 90809-0639  
562.426.1200 • 562.426.1157 Fax • www.longbeachbmwmotorcycles.com

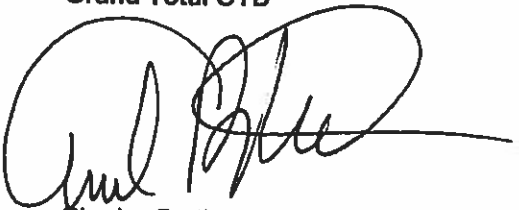
City of South Pasadena

Quote

6/23/2020

## LA County Sheriff Contract RFB-IS-20200851

2020 BMW R 1250 RT-P	\$26,929.43
Delete Shotgun Mount	-\$542.65
Delete Set-Com kits	-\$1,397.50
Delete Helmet Lock	-\$25.00
Rifle Rack	\$676.47
Install Agency supplied radio/PVP	\$480.00
Pro Laser 3 Lidar holder	\$425.00
Paint Side Panels	\$400.00
PVP Motor Kit	\$895.00
Lower ID lights	N/C
USB power socket	N/C
Doc fee	\$80.00
Sub Total	\$27,920.75
Sales Tax 10.50%	\$2,931.68
Tire Fee	\$3.50
CVR Fee	\$30.00
<b>Grand Total OTD</b>	<b>\$30,885.93</b>



Charles Berthon

**ATTACHMENT 2**  
Price Quote from Motorola Solutions

# Motorola Solutions

Date: **Aug. 12, 2020**

## Customer Quote

Quote #: APX 8500 - PD Single Band

Prepared By: Joe Warner

Phone: (312) 204-9300

CUSTOMER #:

PREPARED FOR: Lt. Robledo	Bill To	Ship to <b>PLEASE PROVIDE</b>
COMPANY: South Pasadena	Address:	Address:
PHONE:		
FAX:		

### Equipment Details and Pricing

Qty.	Model	Description	Unit Price	Discount Price	Total Price
1	M37TSS9PW1AN	APX8500 ALL BAND MP MOBILE	\$4,770.00	\$3,005.10	\$ 3,005.10
1	GA05507	DEL: DELETE 7/800MHZ BAND	-\$800.00	(\$504.00)	\$(504.00)
1	G892	ENH: HAND MIC,GCAI WATER RESISTANT	\$157.00	\$98.91	\$ 98.91
1	G298AS	ENH: ASTRO 25 OTAR W/ MULTIKEY	\$740.00	\$466.20	\$ 466.20
1	G851	ADD: AES/DES-XL/DES-OFB ENCRYPTION	\$799.00	\$503.37	\$ 503.37
1	G67	ADD: REMOTE MOUNT MOTORCYCLE	\$400.00	\$252.00	\$ 252.00
1	GA00509	ADD: ANT MTCL LO PRO UNITY 450-512	\$50.00	\$31.50	\$ 31.50
1	G174	ADD: ANT 3DB LOWPRO MCYC 762-870	\$43.00	\$27.09	\$ 27.09
1	GA00512	ADD: ANT MTCL 1/4 WAVE WHIP 150.8-162	\$50.00	\$31.50	\$ 31.50
1	G442	ADD: APX 05 CONTROL HEAD	\$432.00	\$272.16	\$ 272.16
1	G138	ADD: APX MOTORCYCLE CH SFWR	\$0.00	\$0.00	\$ -
1	G806	ENH: ASTO DIGITAL CAI OP APX	\$515.00	\$324.45	\$ 324.45
1	G51	ENH: SMARTZONE OPERATION	\$1,500.00	\$945.00	\$ 945.00
1	G831	ADD: 15W SPEAKER	\$60.00	\$37.80	\$ 37.80
1	GA01517	NO J600 ADAPTER CABLE NEEDED	\$0.00	\$0.00	\$ -
1	G361	ENH: P25 TRUNKING SOFTWARE	\$300.00	\$189.00	\$ 189.00
1	G996	ENH: OVER THE AIR PROVISIONING	\$100.00	\$63.00	\$ 63.00
1	GA09001AA	ADD: WIFI CAPABILITY	\$300.00	\$189.00	\$ 189.00
1	GA09007	OUT OF THE BOX WI-FI PROVISIONING	\$0.00	\$0.00	\$ -
1	GA00250	ADD: WIFI/GNSS FLEXBILE CABLE	\$100.00	\$63.00	\$ 63.00
1	QA00580	ADD: TDMA	\$450.00	\$283.50	\$ 283.50
1	W62	NO ENCLS NEEDED	\$0.00	\$0.00	\$ -

ICI System Users Discount Promotion - Expires December 11, 2020  
 APX Radio = 37% Discount

SUBTOTAL	\$	6,278.58
TAXES		\$643.55
	\$	168.00

1 G78 ADD: 3Y ESSENTIAL SERVICE

\$168.00

QUOTE PAGE TOTAL **\$7,090.13**

#### QUOTE TERMS AND CONDITIONS :

1. Quotes are exclusive of all installation and programming charges(unless expressly stated) and all applicable taxes.
2. Purchaser will be responsible for shipping costs, which will be added to the invoice.
3. Prices quoted are valid for thirty(30) days from the date of this quote.
4. Unless otherwise stated, payment will be due within thirty days after invoice.

**This quotation is provided to you for information purposes only and is not intended to be an offer or a binding proposal. If you wish to purchase the quoted products, Motorola will be pleased to provide you with our standard terms and conditions of sale, or alternatively, receive your purchase order which will be acknowledged. Thank you for your consideration of Motorola products.**

**ATTACHMENT 3**  
Price Quote from Prime Graphix

Prime Graphix Inc.  
 120 S. Leaf Ave  
 West Covina, Ca 91791  
 626-893-8933

# Estimate

Date	Estimate #
5/21/2020	561

Name / Address
SOUTH PASADENA POLICE DEPARTMENT 1422 MISSION ST. SOUTH PASADENA, CA 91030 626-403-7297

Description	Qty	Rate	Total
FULL DECAL FOR SOUTH PASADENA MOTORCYCLE UNIT PRINTED ON REFLECTIVE MATERIAL	3	125.00	375.00T
Prime Graphix Inc. is not responsible for any necessary permits, costs or code enforcement requirements. Customer assumes all risks and liabilities resulting from installation of "signage" performed by Prime Graphix Inc. Prime Graphix Inc. will not be liable for any loss or damage (including indirect, special, incidental, or consequential damages), caused directly or indirectly by such installation.			<b>Subtotal</b> \$375.00
			<b>Sales Tax (9.5%)</b> \$35.63
			<b>Total</b> \$410.63



# City Council Agenda Report

ITEM NO. 11

**DATE:** August 19, 2020  
**FROM:** Stephanie DeWolfe, City Manager  
**PREPARED BY:** Shahid Abbas, Director of Public Works  
Julian Lee, Deputy Director of Public Works

**SUBJECT: Execution of the Fund Transfer Agreement to Receive Safe Clean Water Program's Fiscal Year 2020-21 Municipal Fund.**

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## Recommendation

It is recommended that the City Council authorize the City Manager to execute the Fund Transfer Agreement with the Los Angeles County Flood Control District to receive Safe Clean Water Program's Fiscal Year 2020-21 Municipal Fund.

## Background

In November 2018, voters approved Measure W, a special parcel tax based on impermeable areas within the jurisdiction of the Los Angeles County Flood Control District (District) to fund the Safe Clean Water (SCW) Program. The SCW Program is intended to improve water quality in a manner that achieves additional benefits such as increasing water supply and investing in the health and well-being of Los Angeles County communities. Revenues derived from the tax are allocated to projects and programs implemented by the District (10%) and municipalities (40%), and for regional watershed-based projects and programs (50%).

The municipal funds can be used for eligible activities such as project development, design, construction, monitoring, operations and maintenance, as well as for other programs and studies related to protecting and improving water quality in lakes, rivers and the ocean. Up to 30% of the funds may be used to maintain existing eligible projects and programs.

## Discussion/Analysis

Prior to receipt of the funds, the City of South Pasadena (City) must submit an annual plan of eligible expenditures and enter into a fund Transfer Agreement with the District. The Transfer Agreement requires City to comply with the requirements of the SCW Program and other appropriate provisions established by the Board of Supervisors. The Transfer Agreement was approved by the Board of Supervisors on June 9, 2020 and was recently distributed to the cities for execution. The City will receive the Municipal Funds for Fiscal Year (FY) 2020-2021 within 45-days after execution of the Transfer Agreement by the District. The City's FY 2020-2021 Municipal Fund is estimated to be \$250,000.

Execution of the Fund Transfer Agreement for  
FY 2020-21 Safe Clean Water Program Funding  
August 19, 2020  
Page 2 of 2

**Legal Review**

The City Attorney has reviewed this item.

**Fiscal Impact**

The proposed Fiscal Year (FY) 2020-21 Budget will include anticipated revenue funding of \$250,000 from SCW Program under Measure W Account.

**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. SCW Program Fund Transfer Agreement



**ATTACHMENT 1**  
**Safe Clean Water Program**  
**Fund Transfer Agreement**

**TRANSFER AGREEMENT BETWEEN  
THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT  
AND  
SOUTH PASADENA  
AGREEMENT NO. 2020MP78  
SAFE, CLEAN WATER PROGRAM – MUNICIPAL PROGRAM**

This Transfer Agreement, hereinafter referred to as "Agreement," is entered into as of June 25, 2020 by and between the Los Angeles County Flood Control District, hereinafter referred to as "District," and South Pasadena, hereinafter referred to as "Municipality."

**WHEREAS**, District, pursuant to the Los Angeles Region Safe, Clean Water (SCW) Program ordinance (Chapter 16 of the Los Angeles County Flood Control District Code) and the SCW Program Implementation Ordinance (Chapter 18 of the Los Angeles County Flood Control District Code), administers the SCW Program for the purpose of funding Projects and Programs to increase stormwater and urban runoff capture and reduce stormwater and urban runoff pollution in the District;

**WHEREAS**, pursuant to Section 16.04.A.2. of the Los Angeles County Flood Control District Code, forty percent (40%) of annual SCW Program tax revenues shall be allocated to Municipalities within the District, in the same proportion as the amount of revenues collected within each Municipality, to be expended by those cities within the cities' respective jurisdictions and by the County within the unincorporated areas that are within the boundaries of the District, for the implementation, operation and maintenance, and administration of Projects and Programs, in accordance with the criteria and procedures established in this Chapters 16 and 18 of the Los Angeles County Flood Control District Code;

**WHEREAS**, pursuant to Section 16.05.A.1. of the Los Angeles County Flood Control District Code, prior to their receipt of SCW Program funds, Municipalities must enter into an agreement with the District to transfer SCW Program funds;

**WHEREAS**, the County of Los Angeles Board of Supervisors has approved a standard template Agreement, as required by and in accordance with Section 18.09 of the Los Angeles County Flood Control District Code, for the transfer of SCW Program funds to Municipalities.

**NOW, THEREFORE**, in consideration of the promises, mutual representations, covenants and agreements in this Agreement, the District and the Municipality, each binding itself, its successors and assigns, do mutually promise, covenant, and agree as follows:

**I. DEFINITIONS**

The definitions set forth in Sections 16.03 and 18.02 of the Los Angeles County Flood Control District Code shall apply to this Agreement. In addition, the following definitions shall also apply:

“Agreement” means this Transfer Agreement, including all exhibits and attachments hereto.

“Annual Plan” means the plan referred to in Section 18.09.B.5 of the Code that includes the contents specified in Exhibit A.

"Code" means the Los Angeles County Flood Control District Code.

“Days” means calendar days unless otherwise expressly indicated.

“Fiscal Year” means the period of twelve (12) months terminating on June 30 of any year.

“Safe Clean Water (SCW) Program Payment” means the Municipality's annual allocation of SCW Program funds as described in Section 16.04.A.2. of the Code disbursed by the District to the Municipality.

“Year” means calendar year unless otherwise expressly indicated.

## II. PARTY CONTACTS

The District and the Municipality designate the following individuals as the primary points of contact and communication regarding the Municipal Program and the administration and implementation of this Agreement.

Los Angeles County Flood Control District	Municipality: South Pasadena
Name:	Name:
Address:	Address:
Phone:	Phone:
Email:	Email:

Either party to this Agreement may change the individual identified as the primary point of contact above by providing written notice of the change to the other party.

## III. EXHIBITS INCORPORATED BY REFERENCE

The following exhibits to this Agreement, including any amendments and supplements hereto, are hereby incorporated herein and made a part of this Agreement:

EXHIBIT A – ANNUAL PLAN CONTENTS

EXHIBIT B – GENERAL TERMS AND CONDITIONS

EXHIBIT C – NATURE-BASED SOLUTIONS (Best Management Practices)

EXHIBIT D – OPERATIONS AND MAINTENANCE GUIDANCE DOCUMENT

#### **IV. MUNICIPAL PROGRAM IMPLEMENTATION**

- A. The Municipality shall annually prepare and submit to the District, an Annual Plan. The Annual Plan for the 2020-21 Fiscal Year shall be submitted to the District no later than 45-days after the execution of this Agreement by the last party to sign. An Annual Plan for each subsequent Fiscal Year shall be submitted not later than 90-days prior to the start of the Fiscal Year for which the Plan is prepared.
- B. The Municipality shall utilize the SCW Program Payments in compliance with Chapters 16 and 18 of the Code.
- C. The Municipality shall comply with the terms and conditions in Exhibits B, C, and D, of this Agreement, and all applicable provisions of Chapters 16 and 18 of the Code, specifically including, without limitation, Section 18.06.

#### **V. SCW PROGRAM PAYMENTS TO MUNICIPALITIES**

- A. The District shall disburse the Municipality's SCW Program Payment for the 2020-21 Fiscal Year within 45-days of the signed executed Agreement or within 14-days of the District's receipt of the Annual Plan for 2020-21 Fiscal Year in compliance with Exhibit A, whichever comes later. The initial disbursement of SCW Program Payments shall include the amount of revenue collected by the District at the time of Agreement execution; any additional funds that are subsequently collected will be disbursed by August 31, 2020.
- B. SCW Program Payments in subsequent Fiscal Years will generally be available for disbursement by August 31, provided a duly executed transfer agreement is in effect and subject to the Municipality's compliance with the conditions described in paragraph C, below; however the District may, in its discretion, change the date and number of the actual disbursements for any Fiscal Year based on the amount and timing of revenues actually collected by the District.
- C. For subsequent Fiscal Years, the District shall disburse the Municipality's SCW Program Payment upon satisfaction of the following conditions: (1) the District has received the Annual Progress/Expenditure Report required pursuant to Section 18.06.D of the Code; (2) the District has received Municipality's Annual Plan for that Fiscal Year, and (3) the Municipality has complied with the audit requirements of Section B-6 of Exhibit B.
- D. Notwithstanding any other provision of this Agreement, no disbursement shall be made at any time or in any manner that is in violation of or in conflict with federal, state, County laws, policies, or regulations.
- E. All disbursements shall be subject to and be made in accordance with the terms and conditions in this Agreement and Chapters 16 and 18 of the Code.

## **VI. Term of Agreement**

This Agreement shall expire at the end of the 2023-24 Fiscal Year. The parties shall thereafter enter into a new agreement based on the most recent standard template agreement approved by the Board.

## **VII. Execution of Agreement**

This Agreement may be executed simultaneously or in any number of counterparts, including both counterparts that are executed manually on paper and counterparts that are in the form of electronic records and are executed electronically, whether digital or encrypted, each of which shall be deemed an original and together shall constitute one and the same instrument.

The District and the Municipality hereby agree to regard facsimile/electronic representations of original signatures of authorized officers of each party, when appearing in appropriate places on this Agreement and on any addenda or amendments thereto, delivered or sent via facsimile or electronic mail or other electronic means, as legally sufficient evidence that such original signatures have been affixed to this Agreement and any addenda or amendments thereto such that the parties need not follow up facsimile/electronic transmissions of such documents with subsequent (non-facsimile/electronic) transmission of "original" versions of such documents.

Further, the District and the Municipality: (i) agree that an electronic signature of any party may be used to authenticate this Agreement or any addenda or amendment thereto, and if used, will have the same force and effect as a manual signature; (ii) acknowledge that if an electronic signature is used, the other party will rely on such signature as binding the party using such signature, and (iii) hereby waive any defenses to the enforcement of the terms of this agreement based on the foregoing forms of signature.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

SOUTH PASADENA

By: \_\_\_\_\_

Name:

Title:

Date: \_\_\_\_\_

LOS ANGELES COUNTY  
FLOOD CONTROL DISTRICT:

By: \_\_\_\_\_

Name:

Title:

Date: \_\_\_\_\_

## **EXHIBIT A – ANNUAL PLAN CONTENTS**

- A-1. Description of all projects anticipated to be funded using the SCW Program Payment. Include a discussion of how the projects will result in the achievement of one or more SCW Program Goals, including quantitative targets and corresponding metrics for subsequent reporting of all applicable parameters.
- A-2. Description of all programs anticipated to be funded using the SCW Program Payment. Include a discussion of how the programs will result in the achievement of one or more SCW Program Goals; including quantitative targets and corresponding metrics for subsequent reporting of all applicable parameters.
- A-3. Description of all operation and maintenance activities anticipated to be funded using the SCW Program Payment. Include a discussion of how those activities will result in the achievement of one or more SCW Program Goals. Additional operation and maintenance activities, even if funded by other sources, should be referenced to provide an overview of anticipated overall project approach.
- A-4. Description of the stakeholder and community outreach/engagement activities anticipated to be funded with the SCW Program Payment, including discussion of how local NGOs or CBOs will be involved, if applicable, and if not, why. Additional outreach/engagement activities, even if funded by other sources, should be referenced to provide an overview of anticipated overall project approach.
- A-5. Description of post-construction monitoring for projects completed using the SCW Program Payment. Additional post-construction monitoring activities, even if funded by other sources, should be referenced to provide an overview of anticipated overall project approach.
- A-6. Provide the status of any projects that have been awarded (or are seeking award of) Institute for Sustainable Infrastructure (ISI) verification, if applicable.
- A-7. Provide the budget for the activities described in provisions A1 through A-5 SCW Program Payment.

## **EXHIBIT B – GENERAL TERMS AND CONDITIONS**

### **B-1. Accounting and Deposit of Funding Disbursement**

1. SCW Program Payments distributed to the Municipality shall be held in a separate interest-bearing account and shall not be combined with other funds. Interest earned from each account shall be used by the Municipality only for eligible expenditures consistent with the requirements of the SCW Program.
2. The Municipality shall not be entitled to interest earned on undisbursed SCW Program Payments; interest earned prior to disbursement is property of the District.
3. The Municipality shall operate in accordance with Generally Accepted Accounting Principles (GAAP).
4. The Municipality shall be strictly accountable for all funds, receipts, and disbursements for their SCW Program Payment.

### **B-2. Acknowledgement of Credit and Signage**

The Municipality shall include appropriate acknowledgement of credit to the District's Safe, Clean Water Program for its support when promoting activities funded with SCW Program funds or using any data and/or information developed SCW Program funds. When the SCW Program Payment is used, in whole or in part, for construction of an infrastructure Project, signage shall be posted in a prominent location at Project site(s) or at the Municipality's headquarters and shall include the Safe, Clean Water Program color logo and the following disclosure statement: "Funding for this project has been provided in full or in part from the Los Angeles County Flood Control District's Safe, Clean Water Program." At a minimum the sign shall be 2' x 3' in size. The Municipality shall also include in each of its contracts for work under this Agreement a provision that incorporates the requirements stated within this paragraph.

When the SCW Program Payment is used, in whole or in part, for a scientific study, the Municipality shall include the following statement in the study report: "Funding for this study has been provided in full or in part from the Los Angeles County Flood Control District's Safe, Clean Water Program." The Municipality shall also include in each of its contracts for work under this Agreement a provision that incorporates the requirements stated within this paragraph.

### **B-3. Acquisition of Real Property - Covenant**

Any real property acquired in whole or in part with SCW Program funds shall be used for Projects and Programs that are consistent with the SCW Program Goals and with the provisions of Chapter 16 and 18 of the Code.

Any Municipality that acquires the fee title to real property using, in whole or in part, SCW Program funds shall record a document in the office of the Registrar-Recorder/County



Clerk containing a covenant not to sell or otherwise convey the real property without the prior express written consent of the District, which consent shall not be unreasonably withheld.

**B-4. Amendment**

Except as provided in Section II of the Agreement, no amendment or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties. No oral or written understanding or agreement not incorporated in this Agreement is binding on any of the parties.

**B-5. Assignment**

The Municipality shall not assign this Agreement.

**B-6. Audit and Recordkeeping**

1. The Municipality shall retain for a period of seven (7) years, all records necessary in accordance with Generally Accepted Accounting Principles to determine the amounts expended, and eligibility of Projects implemented using SCW Program Payments. The Municipality, upon demand by authorized representatives of the District, shall make such records available for examination and review or audit by the District or its authorized representatives. Records shall include accounting records, written policies and procedures, contract files, original estimates, correspondence, change order files, including documentation covering negotiated settlements, invoices, and any other supporting evidence deemed necessary to substantiate charges related to SCW Program Payments and expenditures.
2. The Municipality is responsible for obtaining an independent audit to determine compliance with the terms and conditions of this Agreement and all requirements applicable to the Municipality contained in chapters 16 and 18 of the Code. Municipality shall obtain an independent audit of their SCW Program Payments every three (3) years. Audits shall be funded with Municipal Program funds.
3. Municipality shall file a copy of all audit reports by the ninth (9<sup>th</sup>) month from the end of each three (3) year period to detail the preceding three (3) years of expenditures. Audit reports shall be posted on the District's publicly accessible website.

<b>Every Third Fiscal Year</b>		
<b><u>Fiscal Year</u></b>	<b><u>Audit Begins</u></b>	<b><u>Audit Report Due to District</u></b>
2020-21	7/1/2023	No later than 3/31/2024

4. Upon reasonable advanced request, the Municipality shall permit the Chief Engineer to examine the infrastructure Projects using SCW Program Payments. The Municipality shall permit the authorized District representative, including the Auditor-Controller, to examine, review, audit, and transcribe any and all audit

reports, other reports, books, accounts, papers, maps, and other records that relate to the SCW Program Payments. Examination activities are considered District administration of the SCW Program.

5. Expenditures determined by an audit to be in violation of any provision of Chapters 16 or 18 of the Code, or of this Agreement, shall be subject to the enforcement and remedy provisions of Section 18.14 of the Code.

#### B-7. Availability of Funds

District's obligation to disburse the SCW Program Payment is contingent upon the availability of sufficient funds to permit the disbursements provided for herein. If sufficient funds are not available for any reason including, but not limited to, failure to fund allocations necessary for disbursement of the SCW Program Payment, the District shall not be obligated to make any disbursements to the Municipality under this Agreement. This provision shall be construed as a condition precedent to the obligation of the District to make any disbursements under this Agreement. Nothing in this Agreement shall be construed to provide the Municipality with a right of priority for disbursement over any other Municipality. If any disbursements due to the Municipality under this Agreement are deferred because sufficient funds are unavailable, it is the intention of the District that such disbursement will be made to the Municipality when sufficient funds do become available, but this intention is not binding. If this Agreement's funding for any Fiscal Year is reduced or deleted by order of the Board, the District shall have the option to either cancel this Agreement with no liability occurring to the District or offer an amendment to the Municipality to reflect the reduced amount.

#### B-8. Choice of Law

The laws of the State of California govern this Agreement.

#### B-9. Claims

Any claim of the Municipality is limited to the rights, remedies, and claims procedures provided to the Municipality under this Agreement. Municipal expenditures of a SCW Program Payment that involves the District shall utilize a separate and specific agreement to that Project that includes appropriate indemnification superseding that in this Agreement.

#### B-10. Compliance with SCW Program

The Municipality shall comply with and require its contractors and subcontractors to comply with all provisions of Chapters 16 and 18 of the Code.

#### B-11. Compliance with Law, Regulations, etc.

The Municipality shall, at all times, comply with and require its contractors and subcontractors to comply with all applicable local, state and federal laws, rules, guidelines, regulations, and requirements.

#### B-12. Continuous Use of Municipal Projects; Lease or Disposal of Municipal Projects

The Municipality shall not abandon, substantially discontinue use of, lease, or dispose of all or a significant part or portion of any Project funded in whole or in part with SCW Program Payments during the useful life (defined as 30 years unless specified otherwise in annual plans and subsequent reports) of the Project without prior written approval of the District. Such approval may be conditioned as determined to be appropriate by the District, including a condition requiring repayment of a pro rata amount of the SCW Program Payments used to fund the Project together with interest on said amount accruing from the date of lease or disposal of the Project.

#### B-13. Disputes

Should a dispute arise between the parties, the party asserting the dispute will notify the other parties in writing of the dispute. The parties will then meet and confer within 21 calendar days of the notice in a good faith attempt to resolve the dispute.

If the matter has not been resolved through the process set forth in the preceding paragraph, any party may initiate mediation of the dispute. Mediation will be before a retired judge or mediation service mutually agreeable to the parties. All costs of the mediation, including mediator fees, will be paid one-half by the District and one-half by the Municipality. SCW Program Payments shall not be used to pay for any costs of the mediation.

The parties will attempt to resolve any dispute through the process set forth above before filing any action relating to the dispute in any court of law.

#### B-14. Final Inspection and Certification of Registered Professional

Upon completion of the design phase and before construction of a project, the Municipality shall provide certification by a California Registered Professional (i.e., Professional Civil Engineer, Engineering Geologist) that the design has been completed.

Upon completion of the project, the Municipality shall provide for a final inspection and certification by a California Registered Professional (i.e., Professional Civil Engineer, Engineering Geologist), that the Project has been completed in accordance with submitted final plans and specifications and any modifications thereto and in accordance with this Agreement.

#### B-15. Force Majeure.

In the event that Municipality is delayed or hindered from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials not related to the price thereof, riots, insurrection, war, or other reasons of a like nature beyond the control of the Municipality, then performance of such acts shall be excused for the period of the delay, and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

#### B-16. Funding Considerations and Exclusions

1. All expenditures of SCW Program Payments by Municipality must comply with the provisions of Chapters 16 and 18 of the Los Angeles County Flood Control District Code, including but not limited to the provisions regarding eligible expenditures contained in Section 16.05.A.2 and the provision regarding ineligible expenditures contained in Section 16.05.A.3.
2. SCW Program Payments shall not be used in connection with any Project implemented as an Enhanced Compliance Action ("ECA") and/or Supplemental Environmental Project ("SEP") as defined by State Water Resources Control Board Office of Enforcement written policies, or any other Project implemented pursuant to the settlement of an enforcement action or to offset monetary penalties imposed by the State Water Resources Control Board, a Regional Water Quality Control Board, or any other regulatory authority; provided, however, that SCW funds may be used for a Project implemented pursuant to a time schedule order ("TSO") issued by the Los Angeles Regional Water Quality Control Board if, at the time the TSO was issued, the Project was included in an approved watershed management program (including enhanced watershed management programs) developed pursuant to the MS4 Permit.

#### B-17. Indemnification

The Municipality shall indemnify, defend and hold harmless the District, the County of Los Angeles and their elected and appointed officials, agents, and employees from and against any and all liability and expense, including defense costs, legal fees, claims, actions, and causes of action for damages of any nature whatsoever, including but not limited to bodily injury, death, personal injury, or property damage, arising from or in conjunction with: (1) any Project or Program implemented by the Municipality, in whole or in part, with SCW Program Payments or (2) any breach of this Agreement by the Municipality.

#### B-18. Independent Actor

The Municipality, and its agents and employees, if any, in the performance of this Agreement, shall act in an independent capacity and not as officers, employees, or agents of the District.

The Municipality shall not contract work with a contractor who is in a period of debarment from any agency within the District. (LACC Chapter 2.202)

#### B-19. Integration

This is an integrated Agreement. This Agreement is intended to be a full and complete statement of the terms of the agreement between the District and Municipality, and expressly supersedes any and all prior oral or written agreements, covenants, representations and warranties, express or implied, concerning the subject matter of this Agreement.

**B-20. Lapsed Funds**

1. The Municipality shall be able to carry over uncommitted SCW Program Payments for up to five (5) years from the end of the fiscal year in which those funds are transferred from the District to the Municipality.
2. If the Municipality is unable to expend the SCW Program Payment within five (5) years from the end of the fiscal year in which those funds are transferred from the District to the Municipality, then lapsed funding procedures will apply. Lapsed funds are funds that were transferred to the Municipality but were not committed to eligible expenditures by the end of the fifth (5<sup>th</sup>) fiscal year after the fiscal year in which those funds were transferred from the District.
3. Lapsed funds shall be allocated by the Watershed Area Steering Committee of the respective Watershed Area to a new Project with benefit to that Municipality, if feasible in a reasonable time frame, or otherwise to the Watershed Area.
4. In the event that funds are to lapse, due to circumstances beyond the Municipality's control, then the Municipality may request an extension of up to twelve (12) months in which to commit the funds to eligible expenditures. Extension Requests must contain sufficient justification and be submitted to the District in writing no later than three (3) months before the funds are to lapse.
5. The decision to grant an extension is at the sole discretion of the District.
6. Funds still uncommitted to eligible expenditures after an extension is granted will be subject to lapsed funding procedures without exception.

<b><u>Fiscal Year Transferred</u></b>	<b><u>Funds Lapse After</u></b>	<b><u>Extension Request Due</u></b>	<b><u>Commit By</u></b>
2019-20	6/30/2025	No later than 3/31/2025	No later than 6/30/2026

**B-21. Municipal Project Access**

Upon reasonable advance request, the Municipality shall ensure that the District or any authorized representative, will have safe and suitable access to the site of any Project implemented by the Municipality in whole or in part with SCW Program Payments at all reasonable times.

**B-22. Non-Discrimination**

The Municipality agrees to abide by all federal, state, and County laws, regulations, and policies regarding non-discrimination in employment and equal employment opportunity.

### B-23. No Third-Party Rights

The parties to this Agreement do not create rights in, or grant remedies to, any third party as a beneficiary of this Agreement, or of any duty, covenant, obligation, or undertaking established herein

### B-24. Notice

1. The Municipality shall notify the District in writing within five (5) working days of the occurrence of the following:
  - a. Bankruptcy, insolvency, receivership or similar event of the Municipality; or
  - b. Actions taken pursuant to State law in anticipation of filing for bankruptcy.
2. The Municipality shall notify the District within ten (10) working days of any litigation pending or threatened against the Municipality regarding its continued existence, consideration of dissolution, or disincorporation.
3. The Municipality shall notify the District promptly of the following:
  - a. Any significant deviation from the submitted Annual Plan for the current Fiscal Year, including discussion of any major changes to the scope of funded projects or programs, noteworthy delays in implementation, reduction in benefits or community engagement, and/or modifications that change the SCW Program Goals intended to be accomplished.
  - b. Discovery of any potential archaeological or historical resource. Should a potential archaeological or historical resource be discovered during construction, the Municipality agrees that all work in the area of the find will cease until a qualified archaeologist has evaluated the situation and made recommendations regarding preservation of the resource, and the District has determined what actions should be taken to protect and preserve the resource. The Municipality agrees to implement appropriate actions as directed by the District.
  - c. Any public or media event publicizing the accomplishments and/or results of this Agreement and provide the opportunity for attendance and participation by District representatives with at least fourteen (14) days' notice to the District.

### B-25. Municipality's Responsibility for Work

The Municipality shall be responsible for all work and for persons or entities engaged in work performed pursuant to this Agreement including, but not limited to, contractors, subcontractors, suppliers, and providers of services. The Municipality shall be responsible for responding to any and all disputes arising out of its contracts for work on the Project. The District will not mediate disputes between the Municipality and any other entity concerning responsibility for performance of work.

## B-26. Reporting

The Municipality shall be subject to and comply with all applicable requirements of the District regarding reporting requirements. Municipalities shall report available data through the SCW Reporting Module, once available.

1. Annual Progress/Expenditure Reports. The Municipality shall submit Annual Progress/Expenditure Reports, using a format provided by the District, within six (6) months following the end of the Fiscal Year to the District to detail the activities of the prior year. The Annual Progress/Expenditure Reports shall be posted on the District's publicly accessible website and on the Municipality's website. The Annual Progress/Expenditure Report shall include:
  - a. Amount of funds received;
  - b. Breakdown of how the SCW Program Payment has been expended;
  - c. Documentation that the SCW Program Payment was used for eligible expenditures in accordance with Chapters 16 and 18 of the Code;
  - d. Description of activities that have occurred, milestones achieved, and progress made to date, during the applicable reporting period including comparison to the Annual Plan and corresponding metrics;
  - e. Discussion of any existing gaps between what was planned and what was achieved for the prior year, include any lessons learned;
  - f. Description of the Water Quality Benefits, Water Supply Benefits, and Community Investment Benefits and a summary of how SCW Program Payments have been used to achieve SCW Program Goals for the prior year, including graphical representation of available data and specific metrics to demonstrate the benefits being achieved through the years' investments.
  - g. Discussion of alignment with other local, regional, and state efforts, resources, and plans, as applicable. This includes discussion of opportunities for addressing additional SCW Program Goals, leveraging SCW Program Goals, and increasing regional capacity to supplement the SCW Program.
  - h. Additional financial or Project-related information in connection with activity funded in whole or in part using SCW Program Payments as required by the District.
  - i. Certification from a California Registered Professional (Civil Engineer or Geologist, as appropriate), that projects implemented with SCW Program Payments were conducted in accordance with Chapters 16 and 18 of the Code.

- j. Report on annual and total (since inception of program) benefits provided by programs and projects funded by SCW Program Payment. This includes comparisons to annual plans and alignment with corresponding specific quantitative targets and metrics (note that SCW Reporting Module will facilitate calculation of benefits and graphical representation of pertinent data):
  - i. Annual volume of stormwater captured and treated
  - ii. Annual volume of stormwater captured and reused
  - iii. Annual volume of stormwater captured and recharged to a managed aquifer
  - iv. Annual creation, enhancement, or restoration of Community Investment Benefits. If none, discuss considerations explored and reasons to not include.
  - v. Annual acreage increases in Nature-Based Solutions and claimed level of NBS (with matrix demonstrating determination of good, better, best, as outlined in Exhibit C). If none, discuss considerations explored and reasons to not include.
  - vi. Annual expenditures providing DAC Benefits. If none, discuss considerations explored and reasons to not include.
2. Documentation of the Community Outreach and Engagement utilized for and/or achieved with the SCW Program Payment described in the Annual Plan Exhibit A. This information must be readily accessible to members of the public.
3. As Needed Information or Reports. The Municipality agrees to promptly provide such reports, data, and information as may be reasonably requested by the District including, but not limited to material necessary or appropriate for evaluation of the SCW Program or to fulfill any reporting requirements of the County, state or federal government.

#### B-27. Representations, Warranties, and Commitments

The Municipality represents, warrants, and commits as follows:

1. Authorization and Validity. The execution and delivery of this Agreement, including all incorporated documents, by the individual signing on behalf of Municipality, has been duly authorized by the governing body of Municipality, as applicable. This Agreement constitutes a valid and binding obligation of the Municipality, enforceable in accordance with its terms, except as such enforcement may be limited by law.
2. No Violations. The execution, delivery, and performance by the Municipality of this Agreement, including all incorporated documents, do not violate any provision of any law or regulation in effect as of the date set forth on the first page hereof, or result in any breach or default under any contract, obligation, indenture, or other



instrument to which the Municipality is a party or by which the Municipality is bound as of the date set forth on the first page hereof.

3. No Litigation. There are no pending or, to the Municipality's knowledge, threatened actions, claims, investigations, suits, or proceedings before any governmental authority, court, or administrative agency which affect the Municipality's ability to complete the Annual Plan.
4. Solvency. None of the transactions contemplated by this Agreement will be or have been made with an actual intent to hinder, delay, or defraud any present or future creditors of the Municipality. As of the date set forth on the first page hereof, the Municipality is solvent and will not be rendered insolvent by the transactions contemplated by this Agreement. The Municipality is able to pay its debts as they become due.
5. Legal Status and Eligibility. The Municipality is duly organized and existing and in good standing under the laws of the State of California. The Municipality shall at all times maintain its current legal existence and preserve and keep in full force and effect its legal rights and authority.
6. Good Standing. The Municipality must demonstrate it has not failed to comply with previous County and/or District audit disallowances within the preceding five years.

#### B-28. Travel

Any reimbursement for necessary ground transportation and lodging shall be at rates not to exceed those set by the California Department of Human Resources; per diem costs will not be eligible expenses. These rates may be found at <http://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx>. Reimbursement will be at the State travel amounts that are current as of the date costs are incurred by the Municipality. No travel outside the Los Angeles County Flood Control District region shall be reimbursed unless prior written authorization is obtained from the Program Manager.

#### B-29. Unenforceable Provision

In the event that any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable, the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

#### B-30. Withholding of Disbursements and Material Violations

Notwithstanding any other provision of this Agreement, the District may withhold all or any portion of the SCW Program Payment for any Fiscal Year in the event that:

1. The Municipality has violated any provision of this Agreement; or

2. The Municipality fails to maintain reasonable progress in achieving SCW Program Goals, following an opportunity to cure.
3. Failure to remain in Good Standing, described in Section B-26 of Exhibit B.
4. Failure to submit annual reports on meeting SCW Program Goals.

## EXHIBIT C – NATURE BASED SOLUTIONS (NBS) BEST MANAGEMENT PRACTICES

Municipalities shall consider incorporation of Nature-based solutions (NBS) into their projects. NBS refers to the sustainable management and use of nature for undertaking socio-environmental challenges, including climate change, water security, water pollution, food security, human health, and disaster risk management. As this environmental management practice is increasingly incorporated into projects for the SCW Program, this guidance document may be expanded upon to further quantify NBS practices based on benefits derived from their incorporation on projects.

The SCW Program defines NBS as a Project that utilizes natural processes that slow, detain, infiltrate or filter Stormwater or Urban Runoff. These methods may include relying predominantly on soils and vegetation; increasing the permeability of Impermeable Areas; protecting undeveloped mountains and floodplains; creating and restoring riparian habitat and wetlands; creating rain gardens, bioswales, and parkway basins; enhancing soil through composting, mulching; and, planting trees and vegetation, with preference for native species. NBS may also be designed to provide additional benefits such as sequestering carbon, supporting biodiversity, providing shade, creating and enhancing parks and open space, and improving quality of life for surrounding communities. NBS include Projects that mimic natural processes, such as green streets, spreading grounds and planted areas with water storage capacity. NBS may capture stormwater to improve water quality, collect water for reuse or aquifer recharge, or to support vegetation growth utilizing natural processes.

Municipalities are to include in each Annual Progress/Expenditure Report whether and how their project achieves a good, better, or best for each of the 6 NBS methods in accordance with the guidance below. Additionally, Annual Progress/ Expenditure Reports should include discussion on any considerations taken to maximize the class within each method. If at least 3 methods score within a single class, the overall project can be characterized as that class. Municipalities must attach a copy of the matrix for each project with the good, better, or best column indicated for each method, to facilitate District tracking of methods being utilized.



METHODS	GOOD	BETTER	BEST
Vegetation/Green Space	Use of climate-appropriate, eco-friendly vegetation (groundcover, shrubs, and trees) / green space 5%-15% covered by new climate-appropriate vegetation	Use of native, climate-appropriate, eco-friendly vegetation (groundcover, shrubs, and trees) / green space 16%-35% covered by new native vegetation	Establishment of plant communities with a diversity of native vegetation (groundcover, shrubs, and trees) / green space that is both native and climate-appropriate More than 35% covered by new native vegetation
Increase of Permeability	Installation of vegetated landscape – 25%-49% paved area removed Redesign of existing impermeable surfaces and/or installation of permeable surfaces (e.g. permeable pavement and infiltration trenches)	Installation of vegetated landscape – 50%-74% paved area removed Improvements of soil health (e.g., compaction reduction)	Installation of vegetated landscape – 75%-100% paved area removed Creation of well-connected and self-sustained natural landscapes with healthy soils, permeable surfaces, and appropriate vegetation
Protection of Undeveloped Mountains & Floodplains	<ul style="list-style-type: none"> <li>• Preservation of native vegetation</li> <li>• Minimal negative impact to existing drainage system</li> </ul>	<ul style="list-style-type: none"> <li>• Preservation of native vegetation</li> <li>• Installation of new feature(s) to improve existing drainage system</li> </ul>	<ul style="list-style-type: none"> <li>• Creation of open green space</li> <li>• Installation of features to improve natural hydrology</li> </ul>
Creation & Restoration of Riparian Habitat & Wetlands	<ul style="list-style-type: none"> <li>• Partial restoration of existing riparian habitat and wetlands</li> <li>• Planting of climate appropriate vegetation - between 11 and 20 different climate-appropriate or native plant species newly planted</li> <li>• No potable water used to sustain the wetland</li> </ul>	<ul style="list-style-type: none"> <li>• Full restoration of existing riparian habitat and wetlands</li> <li>• Planting of native vegetation - between 21 and 40 different native plant species newly planted</li> <li>• No potable water used to sustain the wetland</li> </ul>	<ul style="list-style-type: none"> <li>• Full restoration and expansion of existing riparian habitat and wetlands</li> <li>Planting of plant communities with a diversity of native vegetation – between 41 and 50 different native plant species newly planted</li> <li>• No potable water used to sustain the wetland</li> </ul>

<p>New Landscape Elements</p>	<p>Elements designed to capture runoff for other simple usage (e.g. rain gardens and cisterns), capturing the 85th percentile 24-hour storm event for at least 50% of the entire parcel</p>	<p>Elements that design to capture/redirect runoff and filter pollution (e.g. bioswales and parkway basins), capturing the 85th percentile 24-hour storm event from the entire parcel</p>	<p>Large sized elements that capture and treat runoff to supplement or replace existing water systems (e.g. wetlands, daylighting streams, groundwater infiltration, floodplain reclamation), capturing the 90<sup>th</sup> percentile 24-hour storm event from the entire parcel and/or capturing off-site runoff</p>
<p>Enhancement of Soil</p>	<p>Use of soil amendments such as mulch and compost to retain moisture in the soil and prevent erosion          Planting of new climate-appropriate vegetation to enhance soil organic matter</p>	<p>Use of soil amendments such as mulch and compost that are locally generated to retain moisture in the soil, prevent erosion, and support locally based composting and other soil enhancement activities          Planting of new native, climate-appropriate vegetation to enhance soil organic matter</p>	<p>Use of soil amendments such as mulch and compost that are locally generated, especially use of next-generation design with regenerative adsorbents (e.g. woodchips, biochar) to retain moisture in the soil, prevent erosion, and support on-site composting and other soil enhancement activities          Planting of new native, climate appropriate vegetation to enhance soil organic matter</p>

## EXHIBIT D – OPERATIONS AND MAINTENANCE GUIDANCE DOCUMENT

Municipalities shall operate and maintain infrastructure projects for the useful life of the project and are to consider using the following guidance for operations and maintenance for infrastructure projects. Operational maintenance is the care and upkeep of Projects that may require detailed technical knowledge of the Project's function and design. Project specific operational and maintenance plans shall consider the activities listed below and set forth specific activities and frequencies (not limited to those below) as determined to be appropriate by the Municipalities and best practices, including stakeholder engagement as applicable. Operational maintenance is to be performed by the operator of the Project with a purpose to make the operator aware of the state of readiness of the Project to deliver stormwater and urban runoff benefits.

### 1. Litter Control

- Regular removal of litter, nonhazardous waste materials, and accumulated debris near planted areas, rock areas, decomposed granite areas, rest areas, fence perimeters, adjoining access roads and driveways, drains, pedestrian trails, viewing stations, shelter houses, and bicycle pathways.
- Regular inspection and maintenance of pet waste stations
- Maintaining trash receptacles
- Removal of trash, debris, and blockages from bioswales
- Inspection and cleaning of trash booms
- Inspection of weir gates and stop logs to clean debris, as required.

### 2. Vegetation Maintenance

- Weed control
  - Recognition and removal of weeds, such as perennial weeds, morning glory, vine-type weeds, ragweed, and other underground spreading weeds.
  - Avoiding activities that result in weed seed germination (e.g. frequent soil cultivation near trees or shrubs)
  - Regular removal of weeds from landscape areas, including from berms, painted areas, rock areas, gravel areas, pavement cracks along access roads and driveways, drains, pedestrian trails, viewing stations, park shelters, and bicycle paths.
- Tree and shrubbery trimming and care
  - Removal of dead trees and elimination of diseased/damaged growth
  - Prevent encroachment of adjacent property and provide vertical clearance
  - Inspect for dead or diseased plants regularly
- Wetland vegetation and landscape maintenance
  - Installation and maintenance of hydrophytic and emergent plants in perennially wet and seasonal, intermittent habitats.
  - Draining and drawdown of wetland and excessive bulrush removal

- Weed and nuisance plant control
- Removal of aquatic vegetation (e.g. algae and primrose) using appropriate watercraft and harvesting equipment
- Wildflower and meadow maintenance
- Grass, sedge, and yarrow management
- Removal of unwanted hydroseed

### 3. Wildlife Management

- Exotic species control
- Provide habitat management; promote growth of plants at appropriate densities and promote habitat structure for animal species
- Protect sensitive animal species (e.g. protection during critical life stages including breeding and migration)
- Avoid disturbances to nesting birds
- Avoid spread of invasive aquatic species

### 4. Facility Inspection

- Inspect project sites for rodent and insect infestations on a regular basis
- Inspect for and report graffiti in shelter houses, viewing stations, benches, paving surfaces, walls, fences, and educational and directional signs
- Inspect facilities for hazardous conditions on roads and trails (e.g. access roads and trails, decomposed granite pathways, and maintenance roads)
- Inspect shade structures for structural damage or defacement
- Inspect hardscapes
- Inspect and maintain interpretive and informational signs
- Inspect site furnishings (e.g. benches, hitching posts, bicycle racks)
- Maintain deck areas (e.g. benches, signs, decking surfaces)
- Visually inspect weirs and flap gates for damage; grease to prevent locking.
- Inspect all structures after major storm events, periodically inspect every 3 months, and operate gates through full cycles to prevent them from locking up.

### 5. Irrigation System Management

- Ensuring automatic irrigation controllers are functioning properly and providing various plant species with proper amount of water.
  - Cycle controller(s) through each station manually and automatically to determine if all facets are functioning properly.
  - Inspection should be performed at least monthly.
  - Recover, replace, or refasten displaced or damaged valve box covers.
  - Inspect and repair bubbler heads.

- Repair and replace broken drip lines or emitters causing a loss of water (to prevent ponding and erosion).
  - Maintain drip system filters to prevent emitters from clogging. Inspection and cleaning should occur at least monthly.
  - Inspect and clean mainline filters, wye strainers, basket filters, and filters at backflow devices twice a year.
  - Maintain and check function of the drip system.
- Keeping irrigation control boxes clear of vegetation
  - Operating irrigation system to ensure it does not cause excessively wet, waterlogged areas, and slope failure
  - Utilizing infrequent deep watering techniques to encourage deep rooting, drought tolerant plant characteristics to promote a self-sustaining, irrigation free landscape
  - Determine watering schedules based on season, weather, variation in plant size, and plant varieties. At least four times a year (e.g. change of season), reschedule controller systems.
  - Turn off irrigation systems at the controller at the beginning of the rainy season, or when the soil has a high enough moisture content.
  - Use moisture sensing devices to determine water penetration in soil.
6. Erosion Management and Control
- Inspect slopes for erosion during each maintenance activity
  - Inspect basins for erosion
  - Take corrective measures as needed, including filling eroded surfaces, reinstalling or extending bank protection, and replanting exposed soil.
7. Ongoing Monitoring Activities
- Monitor controllable intake water flow and water elevation
  - Examine inflow and outflow structures to ensure devices are functioning properly and are free of obstructions.
  - Water quality sampling (quarterly, unless justified otherwise)
  - Checking telemetry equipment
  - Tracking and reporting inspection and maintenance records
8. Vector and Nuisance Insect Control
- Monitoring for the presence of vector and nuisance insect species
  - Adequate pretreatment of influent wastewater to lessen production of larval mosquitos
  - Managing emergent vegetation
  - Using hydraulic control structures to rapidly dewater emergent marsh areas
  - Managing flow velocities to reduce propagation of vectors





# City Council Agenda Report

ITEM NO. 12

**DATE:** August 19, 2020

**FROM:** Stephanie DeWolfe, City Manager

**PREPARED BY:** Shahid Abbas, Public Works Director  
Julian Lee, Deputy Public Works Director – Water & Sustainability

**SUBJECT:** **Adoption of a Resolution Approving Application for Urban Counties Per Capita Grant Funds and Approval of Memorandum of Understanding (MOU) with City of Pasadena**

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## **Recommendation Action**

It is recommended that the City Council:

1. Adopt a resolution approving application for Urban Counties Per Capita Grant Program;
2. Approve and authorize the City Manager to execute a Memorandum of Understanding (MOU) with the City of Pasadena; and
3. Authorize the fund transfer of \$200,000 from Arroyo Golf Course/Bike Trail Reserve Fund and \$237,500 from Renewable Energy Source Reserve Fund to Measure W – Stormwater Operations and Maintenance – Special Department Services (239-6010-6011-8020).

## **Executive Summary**

The City of South Pasadena (South Pasadena) and the City of Pasadena (Pasadena) received a combined multijurisdictional grant funding otherwise known as *Urban Counties Per Capita Grant Program* (Grant) in the amount of \$3.5 Million from the State of California, Department of Parks and Recreation for Arroyo Seco Water Reuse and Natural Stream Restoration. Prior to receiving an apportionment of the grant funds, both South Pasadena and Pasadena must submit to the State Department of Parks and Recreation a resolution identifying the proposed projects to be funded with these funds (Attachment A). South Pasadena and Pasadena have agreed to construct man-made wetlands and related infrastructure to divert a portion of runoff from the Arroyo Seco to be passively treated, stored, and re-used as detailed in the MOU (Attachment B). The State Department of Parks and Recreation, upon receipt of the resolutions from the two cities shall apportion Grant funds for the purpose of water reuse.

### **Discussion/Analysis**

Both South Pasadena and Pasadena collaborated on a joint application to construct man-made wetlands and related infrastructure to divert a portion of runoff from the Arroyo Seco to be passively treated, stored, and re-used. Dry weather flows from the existing San Rafael Creek channel will be diverted to the upper wetland treatment areas within the City of Pasadena. After treatment within the upper wetland area, a storm drain system will convey flow from the upper wetlands treatment area to the existing golf course diversion structure located at northwest section of Arroyo Park within the City of South Pasadena. The project will provide water treatment and reuse stormwater for South Pasadena's irrigation demand at Arroyo Seco Golf Course.

The total funding of \$3.5 Million was awarded for a multijurisdictional effort that funds both pre-construction, and construction costs. For the application and project management purpose, the City of Pasadena will be the lead contractor managing the funds and payments on behalf of both South Pasadena and Pasadena. Meanwhile, the City of South Pasadena is solely responsible for preparing and submitting quarterly reports tracking the combined progress toward achieving the Grant objectives.

The multijurisdictional Grant requires participating grantees to submit to the State Department of Parks and Recreation, Office of Grants and Local Services (OGALS) a resolution identifying the proposed projects to be funded with these funds. After the resolution, an application packet for Arroyo Seco Water Reuse and Natural Stream Restoration will be submitted jointly to OGALS for the contract execution and the design/construction initiation.

### **Background**

In November 2018, Proposition 68, State of California Parks and Water Bond Act of 2018 was passed by the voters for the development and enhancement of state and local parks and recreational facilities. As a part of Proposition 68, Urban Counties Per Capita Grant Program was funded with almost \$14 million to provide park and recreation services within jurisdictions of 200,000 or less in population and City of South Pasadena and City of Pasadena were approved of \$3.5 Million for Arroyo Seco Water Reuse and Natural Stream Restoration.

### **Legal Review**

The City Attorney has prepared both the Resolution and MOU with the City of Pasadena.

**Fiscal Impact**

The total combined grant award is for \$3.5 Million and requires 20% matching fund or \$875,000 from City of South Pasadena and City of Pasadena. The two cities will utilize 50/50 cost sharing methods and each city needs to provide matching fund of \$437,500. The FY 2019-20 Budget adopted by the City Council does not include funding for the required matching fund; therefore, fund transfer from designated reserves will be required. Potential designated reserves funds are Arroyo Golf Course/Bike Trail Reserve, Renewable Energy Sources Reserves, Storm Water Reserve, or Financial Stability Reserve. Staff recommends two fund transfers - \$137,500 from Arroyo Golf Course/Bike Trail Reserve Fund and \$300,000 from Renewable Energy Source Reserve Fund to Measure W – Stormwater Operations and Maintenance – Special Department Services (239-6010-6011-8020). This project will provide a substantial benefit to the Arroyo Golf Course and will reduce the operational cost through utilization of the treated stormwater. In addition, adopted Green Plan does not have any projects that require utilization of the Renewable Energy Source Reserve Fund and the current preparation of the Climate Action Plan will evaluate both a short and long term financial planning of the City’s sustainability program.

**Environmental Analysis**

This item will require a preparation of Mitigated Negative Declaration for California Environmental Quality Act (CEQA) analysis.

**Public Notification of Agenda Item**

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

Attachments:

1. Resolution approving application for Urban Counties Per Capita Grant Program
2. MOU with the City of Pasadena

**ATTACHMENT 1**  
Resolution #####

**RESOLUTION NO. \_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA,  
CALIFORNIA APPROVING APPLICATION(S) FOR URBAN COUNTIES PER  
CAPITA GRANT FUNDS**

**WHEREAS**, the State Department of Parks and Recreation has been delegated the responsibility by the Legislature of the State of California for the administration of the Urban Counties Per Capita Grant Program, setting up necessary procedures governing application(s); and

**WHEREAS**, said procedures established by the State Department of Parks and Recreation require the grantee's Governing Body to certify by resolution the approval of project application(s) before submission of said applications to the State; and

**WHEREAS**, the grantee will enter into a contract(s) with the State of California to complete project(s);

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of South Pasadena hereby:

1. Approves the filing of project application(s) for Urban Counties Per Capita program grant project(s); and
2. Certifies that said grantee has or will have available, prior to commencement of project work utilizing Urban Counties Per Capita funding, sufficient funds to complete the project(s); and
3. Certifies that the grantee has or will have sufficient funds to operate and maintain the project(s); and
4. Certifies that it will comply with the provisions of §1771.5 of the State Labor Code; and
5. To the extent practicable, as identified in the "Presidential Memorandum--Promoting Diversity and Inclusion in Our National Parks, National Forests, and Other Public Lands and Waters," dated January 12, 2017, the City of South Pasadena will consider a range of actions that include, but are not limited to, the following:
  - (A) Conducting active outreach to diverse populations, particularly minority, low-income, and disabled populations and tribal communities, to increase awareness within those communities and the public generally about specific programs and opportunities; and
  - (B) Mentoring new environmental, outdoor recreation, and conservation leaders to increase diverse representation across these areas; and
  - (C) Creating new partnerships with state, local, tribal, private, and nonprofit organizations to expand access for diverse populations; and

- (D) Identifying and implementing improvements to existing programs to increase visitation and access by diverse populations, particularly minority, low-income, and disabled populations and tribal communities; and
- (E) Expanding the use of multilingual and culturally appropriate materials in public communications and educational strategies, including through social media strategies, as appropriate, that target diverse populations; and
- (F) Developing or expanding coordinated efforts to promote youth engagement and empowerment, including fostering new partnerships with diversity-serving and youth-serving organizations, urban areas, and programs; and
- (G) Identifying possible staff liaisons to diverse populations; and

6. Agrees that to the extent practicable, the project(s) will provide workforce education and training, contractor and job opportunities for disadvantaged communities consistent with Public Resources Code Section 80001(b)(5); and
7. Certifies that the grantee has reviewed, understands, and agrees to the General Provisions contained in the contract shown in the Procedural Guide; and
8. Delegates the authority to the City Manager or designee to conduct all negotiations, sign and submit all documents, including, but not limited to applications, agreements, amendments, and payment requests, which may be necessary for the completion of the grant scope; and
9. Agrees to comply with all applicable federal, state and local laws, ordinances, rules, regulations and guidelines.

**PASSED, APPROVED AND ADOPTED** on this 19<sup>th</sup> day of August, 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 19<sup>th</sup> day of August, 2020, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAINED:**

---

Evelyn G. Zneimer, City Clerk  
(seal)

ATTACHMENT 2  
Memorandum of Understanding  
with the City of Pasadena



## MEMORANDUM OF UNDERSTANDING

### BETWEEN THE CITIES OF PASADENA AND SOUTH PASADENA REGARDING THE ADMINISTRATION AND COST SHARING AMONG THE PARTIES RELATED TO THE SAN RAFAEL TREATMENT WETLANDS PROJECT AND THE USE OF PROPOSITION 68 GRANT ARROYO SECO SUBPROGRAM FUNDING

This Memorandum of Understanding (MOU) is made and entered into as of the date of the last signature set forth below by and between the City of Pasadena (PASADENA), a municipal corporation and the City of South Pasadena (SOUTH PASADENA), a municipal corporation. Collectively, these entities shall be known herein as PARTIES or individually as PARTY.

#### Recitals

**WHEREAS**, on June 5, 2018, voters approved Proposition 68, via Senate Bill 5 (DeLeon, Chapter 852, statutes of 2017); funds for the Urban Counties Per Capita Program were appropriated via Chapter 23, statutes of 2019 (Prop 68 funds); and

**WHEREAS**, a portion of the Prop 68 funds have been set aside for the Arroyo Seco subprogram in the amount of \$3,500,000 in grant funding for the purpose of Arroyo Seco water reuse and natural stream restoration projects, of which no more than \$350,000 may be used for planning and monitoring (Chapter 23, Statutes of 2019, 3790-101-6088 (2)2(c)); and

**WHEREAS**, applicants for Prop 68 grant funding for the Arroyo Seco subprogram with overlapping or adjoining territory are encouraged to partner and to submit joint application(s) with respect to combined project(s); and

**WHEREAS**, the PARTIES wish to partner to submit a joint application for the \$3,500,000 in grant funding available in the Arroyo Seco subprogram to divert a portion of runoff from the Arroyo Seco and to construct natural wetlands and related infrastructure to passively treat, store, and re-use the water (the "San Rafael Treatment Wetlands Project" or "Project"). The resulting Project will be open to the public and maintained by the PARTIES for a minimum of 30 years, as required by the Prop 68 grant funding requirements.

**NOW, THEREFORE**, in consideration of the mutual benefits to be derived by the PARTIES, and of the promises contained in this MOU, the PARTIES agree as follows:

**Section 1.** Recitals. The recitals set forth *above* are incorporated into this MOU.

**Section 2.** Purpose. The purpose of this MOU is to set forth the obligations and responsibilities of each PARTY with respect to the Project, including the grant application,

grant funding allocations and local match funds contributions, and Project construction, management and maintenance.

**Section 3. Cooperation.** The PARTIES shall fully cooperate with one another to attain the purposes of this MOU.

**Section 4. Term.** This MOU shall become effective to each PARTY on the date that PARTY signs this MOU, and shall remain in effect until the Project is completed and the PARTIES have received final payment of their allocated pro-rata share, unless earlier terminated as set forth in Section 10, below.

**Section 5. Project Scope.** The Project Scope consists of diverting a portion of runoff from the Arroyo Seco (the San Rafael Creek) and constructing natural functioning wetlands and related infrastructure to passively treat, store, and re-use the water. The Site Diagram of the Project and its location is attached hereto as Exhibit A.

**Section 6. Pasadena's Obligations.**

- a. **Application.** To prepare and submit the Grant Application to the California Department of Parks and Recreation ("STATE" or "GRANTOR") for the Project on behalf of the PARTIES.
- b. **Lead Agency.** To act as the lead agency for the Project, including preparing the necessary environmental document(s) in compliance with the California Environmental Quality Act (Public Resources Code, §21000, et seq., Title 14, California Code of Regulations, §15000 et seq.).
- c. **Contractor.** To select, without objection from South Pasadena, and hire a Contractor by a competitive bidding process to perform the Project Scope of Work, in an amount not to exceed \$4,375,000. In the event South Pasadena objects to the Contractor selected by Pasadena, the PARTIES agree to work in good faith to resolve any differences. If the PARTIES are unable to reach agreement, Pasadena shall have the right to select a Contractor notwithstanding South Pasadena's objection.
- d. **Construction Manager.** To select, without objection from South Pasadena, and hire a Construction Manager for the oversight and supervision of the Project work. In the event South Pasadena objects to the Construction Manager selected by Pasadena, the PARTIES agree to work in good faith to resolve any differences. If the PARTIES are unable to reach agreement, Pasadena shall have the right to select a Construction Manager notwithstanding South Pasadena's objection.
- e. **Contingency.** To notify the City of South Pasadena if actual expenditures to complete the Project are anticipated to exceed the current estimated cost of \$4,375,000.

- f. Report. To provide the City of South Pasadena with an electronic copy of the draft and final Grant submittals as submitted to the STATE.
- g. Accounting. To provide an accounting upon termination of this MOU. At the completion of the accounting, Pasadena shall return to South Pasadena any unused funds deposited by South Pasadena with Pasadena.
- h. Cost Share and Grant Administration. To contribute 50% of the total costs of the Project, including its share of the grant funds, local match and any additional funding, including but not limited to the cost of CEQA analysis, needed to complete the Project. Pasadena shall be responsible for the administration of the grant proceeds.

**Section 7. South Pasadena's Obligations.**

- a. Permit. To work with the CONTRACTOR to obtain all necessary permits for installation of permanent or temporary infrastructure located in the City of South Pasadena.
- b. Grant Submission Documentation. To timely submit to the City of Pasadena, if requested, all documents, reports, data, or other information required to prepare and submit the Grant Application.
- c. Cost Share and Grant Administration. To contribute 50% of the total costs of the Project, including its 50% share of the grant proceeds, its 50% share of the local match and its 50% share of any additional funding needed to complete the Project.

**Section 8. Joint Obligations.**

- a. Payment. To deposit the grant funds, local match and additional funding necessary to complete the Project into a Project funding account, to be administered by Pasadena, as set forth in Section 6 above. The total projected cost of the Project is currently \$4,375,000. Each PARTY's pro-rata share, over and above the anticipated grant funds, is therefore one-half of \$875,000, or \$437,500. This cost estimate has been agreed upon by the PARTIES and is subject to change only in the event of unforeseen challenges in the field not included in the Project Scope of Work. Any such changes proposed to the PARTIES' proportional share is subject to funding appropriation by their city councils.
- b. Documentation. To make a good faith effort to cooperate with one another to achieve the purposes of this MOU by providing all requested information and documentation in their possession and available for release deemed necessary to comply with the terms of the Grant or to complete the Project.
- c. Records. Each PARTY will retain all records and documents in its possession pertaining to the Grant for a period of five (5) years following termination of this MOU.

- d. Access. Each PARTY will allow reasonable access and entry to the CONTRACTOR, on an as needed basis during the term of this MOU, to the PARTY'S facilities to achieve the purposes of this MOU, provided, however, that prior to entering any of the PARTY'S facilities, the CONTRACTOR shall obtain all necessary permits and execute a Right-of-Entry Agreement and provide written notice 72 hours in advance of entry from the applicable PARTY.
- e. Compliance with CEQA. Each PARTY shall contribute 50% of the cost of analysis and preparation of resulting environmental documentation in compliance with the California Environmental Quality Act (CEQA).
- f. Maintenance. Each PARTY shall maintain the Project area, once complete, for public use for a minimum 30 year period. The PARTIES may coordinate their maintenance efforts (each maintaining the portion of the Project area which falls within its territorial jurisdiction) through a separate cooperative maintenance agreement, as needed.
- g. Deed Restriction. Each PARTY shall record a deed restriction over the portion of the Project area which falls within their territorial jurisdiction for a minimum 30-year period, providing for maintenance of the completed Project area and access for public use.

**Section 9. Indemnification**

- a. Each PARTY shall indemnify, defend, and hold harmless each other PARTY, including its elected and appointed officers, employees, agents, attorneys, and designated volunteers from and against any and all liability, including, but not limited to demands, claims, actions, fees, costs, and expenses (including reasonable attorney's and expert witness fees), arising from or connected with the respective acts of each PARTY arising from or related to this MOU; provided, however, that no PARTY shall indemnify another PARTY for that PARTY'S own negligence or willful misconduct. Notwithstanding the forgoing provision, each PARTY agrees to contribute 50% of the cost to defense against any third-party claim that either PARTY has violated CEQA regarding the processing and approval of this Project.
- b. In light of the provisions of Section 895.2 of the Government Code of the State of California imposing certain tort liability jointly upon public entities solely by reason of such entities being parties to an agreement (as defined in Section 895 of said Code), each of the PARTIES hereto, pursuant to the authorization contained in Section 895.4 and 895.6 of said Code, shall assume the full liability imposed upon it or any of its officers, agents, or employees, by law for injury caused by any act or omission occurring in the performance of this MOU to the same extent such liability would be imposed in the absence of Section 895.2 of said Code. To achieve the above stated purpose, each PARTY indemnifies, defends, and holds harmless each other PARTY for any liability, cost, or expense that may be imposed upon such other PARTY solely by virtue of said

Section 895.2. The provisions of Section 2778 of the California Civil Code are made a part hereof as if incorporated herein.

**Section 10. Termination and Withdrawal**

- a. This MOU may be terminated upon the express written agreement of the PARTIES. If this MOU is terminated, then the PARTIES must agree on the equitable repayment or reallocation of the remaining grant funds, if any, and on the payment of invoices due at the time of termination.
- b. If a PARTY wishes to withdraw from this MOU for any reason, that PARTY must give the other PARTY at least 30 days prior written notice thereof. The withdrawing PARTY shall be responsible for its share of the Project costs. The effective date of withdrawal shall be the 6th day after written notice of the PARTY'S intent to withdraw is received.

**Section 11. General Provisions**

a. Notices. Any notices, requests, or other communication required or permitted hereunder shall be in writing and shall be delivered to the representatives of the PARTIES at the addresses set forth below. The PARTIES shall promptly notify each other of any change of contact information. Written notice shall include notice delivered via e-mail or fax. A notice shall be deemed to have been received on (a) the date of delivery, if delivered by hand during regular business hours, or by confirmed facsimile or by e-mail; or (b) on the third (3rd) business day following mailing by registered or certified mail (return receipt requested).

City of Pasadena

Name

Address line 1

Address line 2

City of Pasadena, [zip]

Telephone

Facsimile

City of South Pasadena

Julian Lee

Public Works Department

1414 Mission Street

South Pasadena, CA 91030

Telephone: (626) 403-7240

Facsimile: (626) 403-7241

- b. Relationship of the PARTIES. The PARTIES are, and shall at all times remain as to each other, wholly independent entities. No PARTY to this MOU shall have power to incur any debt, obligation, or liability on behalf of any other PARTY unless expressly provided to the contrary by this MOU. No employee, agent, or officer of a PARTY shall be deemed for any purpose whatsoever to be an agent, employee, or officer of another PARTY.
- c. Binding Effect. This MOU shall be binding upon and shall be to the benefit of the respective successors, heirs, and assigns of each PARTY; provided, however, no PARTY may assign its respective rights or obligations under this MOU without prior written consent of the other PARTY.

- d. Amendment. The terms and provisions of this MOU may not be amended, modified, or waived, except by an instrument in writing signed by the PARTIES.
- e. Law to Govern. This MOU is governed by, interpreted under, and construed and enforced in accordance with the laws of the State of California.
- f. Severability. If any provision of this MOU is determined by any court to be invalid, illegal, or unenforceable to any extent, then the remainder of this MOU will not be affected, and this MOU will be construed as if the invalid, illegal, or unenforceable provision had never been contained in this MOU.
- g. Entire Agreement. This MOU constitutes the entire agreement of the PARTIES with respect to the subject matter hereof.
- h. Waiver. Waiver by either PARTY to this MOU of any term, condition, or covenant of this MOU shall not constitute a waiver of any other term, condition, or covenant. Waiver by either PARTY of any breach of the provisions of this MOU shall not constitute a waiver of any other provision, nor a waiver of any subsequent breach or violation of any provision of this MOU.
- i. Counterparts. This MOU may be executed in counterparts, each of which shall be an original, but all of which taken together shall constitute one and the same instrument, provided, however, that such counterpart shall have been delivered to the other PARTY of the PARTIES to this MOU.
- j. All PARTIES have been represented by counsel in the preparation and negotiation of this MOU. Accordingly, this MOU shall be construed according to its fair language. Any ambiguities shall be resolved in a collaborative manner by the PARTIES and shall be rectified by amending this MOU as described in Section 10(e).

IN WITNESS WHEREOF, the PARTIES hereto have caused this MOU to be executed by their duly authorized representatives and affixed as of the date of signature of the PARTIES:

City of South Pasadena

City of Pasadena

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, South Pasadena

Date: \_\_\_\_\_

**Approved as to form:**

Michele Beal Bagneris  
Pasadena City Attorney

By: \_\_\_\_\_  
Deborah A. Wordham  
Deputy City Attorney, Pasadena

Date: \_\_\_\_\_



# City Council Agenda Report

ITEM NO. 13

**DATE:** August 19, 2020

**FROM:** Stephanie DeWolfe, City Manager

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

**SUBJECT:** **Discretionary Fund Request from Councilmember Khubesrian in the Amount of \$3,870 for a Black Lives Matter Mural**

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## **Recommendation**

It is recommended that the City Council approve the Discretionary Fund request by Councilmember Khubesrian to allocate \$3,870 for the creation and installation of a Black Lives Matter mural by the South Pasadena High School Anti-Bias Club.

## **Discussion/Analysis**

The Anti-Bias Club was formed by a group of South Pasadena High School students to promote inclusivity and mental wellbeing in the community. The students are currently working with an Ad Hoc Committee of the Public Art Commission (Commissioners Huynh and Sawyer) to develop a formal proposal for a mural that will highlight Black strength, power, and pride. Proposed locations for the mural include the west side of City Hall facing the Fremont Avenue, the backside of the high school track field on Meridian Avenue, or the tennis courts by Orange Grove Park. The estimated budget for the mural is \$10,000; the students have raised \$5,000 of the funds and will continue to fundraise to cover the cost of the project. Any excess funds will be donated to a non-profit dedicated to support Black people and equal rights. Once the formal proposal has been approved by the Public Art Commission, the final mural location will be brought back to the City Council for final approval.

## **Background**

In September 2004, the City Council approved creation of discretionary spending budgets which allow each Councilmember the opportunity to fund projects or purchases that might not otherwise be funded in the approved budget. Discretionary funds must be used for a public purpose benefiting the City of South Pasadena (City). The Fiscal Year (FY) 2019-20 Budget includes \$20,000 of Discretionary Funds, which amounts to \$4,000 per Councilmember. On August 17, 2011, the City Council approved Resolution No. 7174, which established guidelines for discretionary budget accounts. Resolution No. 7174 states that all funds not expended during the fiscal year shall be carried over to subsequent fiscal years, up to a maximum carryover amount of \$8,000 per Councilmember account. Said allocated funds need not be encumbered by a purchase order in order to be carried over to the following fiscal year. The following table



Discretionary Fund Request for Black Lives Mural

August 19, 2020

Page 2 of 2

displays the current Discretionary Fund balances and includes the request being considered in the staff report.

City Councilmembers Discretionary Funds					
Fiscal Year 2019/20 and 2020/21					
	<u>Cacciotti</u>	<u>Joe</u>	<u>Khubesrian</u>	<u>Mahmud</u>	<u>Schneider</u>
Prior Year Balance Carryover Maximum>	\$10,000	\$10,000	\$9,750	\$10,000	10,000
<i>Total with Current Year Allowance(Maximum Allowed \$10,000)</i>	<i>10,000</i>	<i>10,000</i>	<i>10,000</i>	<i>10,000</i>	<i>10,000</i>
Date					
Pledged	Description				
8/21/2019	LA Mayor's Conference		5,000		
9/18/2019	Senior Center Luncheon	300			
11/20/2019	TOR in memory of Paul Abbey		1,000		
11/20/2019	SoPas Beautiful Post Office Project	1,000			
11/20/2019	Library Ray Bradbury Room fused glass			1,500	
12/4/2019	SoPas Beautiful Post Office Project	1,000			
5/6/2020	Thank You SP First Responders Banner		\$130		
5/20/2020	Festival of Balloons 2020	2,000	1,000		
6/4/2020	Conceptual drawing for hook ramp				6,000
7/1/2020	Library Ray Bradbury Room fused glass				4,000
7/15/2020	Street banner 2020 Census			1,527	
8/19/2020	Black Lives Matter Mural		\$3,870		
	<i>YTD Appropriations</i>	<i>3,000</i>	<i>2,300</i>	<i>10,000</i>	<i>3,027</i>
	<i>Available at 8/19/20</i>	<i>\$7,000</i>	<i>\$7,700</i>	<i>\$0</i>	<i>\$6,973</i>
					<i>\$0</i>

**Legal Review**

The City Attorney has not reviewed this item.

**Fiscal Impact**

There are sufficient funds available in the proposed Fiscal Year 2020-21 City Council Discretionary Budget Account 101-1010-1011-8021

**Public Notification of Agenda Item**

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



# City Council Agenda Report

ITEM NO. 14

**DATE:** August 19, 2020

**FROM:** Stephanie DeWolfe, City Manager

**PREPARED BY:** Randy Wise, Police Corporal  
Marisol Romero, Management Analyst

**SUBJECT:** **Acceptance and Approval of the San Gabriel Valley Council of Governments Homelessness Grant Award in the Amount of \$165,000 for the City's Homeless Plan Implementation and the Development and Implementation of a Prevention and Diversion Program to Prevent City Residents from Becoming Homeless**

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## Recommendation

It is recommended that the City Council authorize the City Manager to execute a Memorandum of Agreement (MOA) with the San Gabriel Valley Council of Governments (SGVCOG) for \$165,000 for the following programs:

- 1) Implementation of the City's Homeless Plan in the amount of \$150,000.
- 2) Development and implementation of a Prevention and Diversion Program to prevent City residents from becoming homeless in the amount of \$15,000.

## Executive Summary

The City of South Pasadena received a grant award otherwise known as a *Homeless Plan Implementation Grant* from the SGVCOG in the amount of \$150,000 to provide homeless services to our City's unhoused. The City also received an additional grant award otherwise known as a *Prevention and Diversion Grant* in the amount of \$15,000 to prevent residents from becoming homeless.

To access funding, each city was required to submit an application and scope of work outlining the proposed activities, approach, and budget, and, upon submittal of the applications, to execute a memorandum of agreement (MOA) with the SGVCOG which defines the programs and activities to be completed.

## Discussion/Analysis

The MOA with the SGVCOG outlines the responsibilities of both the City and the SGVCOG. Responsibilities of the SGVCOG include administering and managing regional programs, reviewing and paying cities' eligible invoices within thirty days of approval, reviewing and approving procurement processes, and providing regional coordination through meetings and calls. Responsibilities of the City include participating in regular working group meetings and

other regional coordination meetings, abiding by approved procurement processes, administering contracts and programs, submitting quarterly invoices and reports, and submitting deliverables as required. The MOA and associated scopes of work are included as Attachment A.

#### Homeless Plans Implementation

The City was allocated \$150,000 to implement its homeless plan. The following tasks will be completed with this funding:

- Abandoned homeless encampment cleanup (\$15,000): To address public safety and public health concerns, the City of South Pasadena requested funds to clean and decontaminate abandoned homeless encampments located within the City.
- Non-Enforcement Homeless Outreach (\$30,000): To conduct more homeless outreach, the City of South Pasadena requested funds for non-enforcement outreach. The South Pasadena Police Department's Homeless Outreach Team (HOPE) and Housing Navigator will provide outreach and resources to our City's unhoused.
- Public Education (\$20,000): To educate the residents about homelessness, the City of South Pasadena requested funds for public educational to raise awareness about homelessness. This includes workshops and an educational video.
- Hygiene Facilities (\$13,000): To address public health concerns, the City of South Pasadena requested funds to place portable toilets and hand washing stations in areas frequented by homeless individuals such as Library Park.
- Housing Navigator Services (\$72,000): The SGVCOG procured regional housing navigator services to allow cities to share housing navigation services, thus reducing the cost for each individual city. A housing navigator performs case management services for clients and assists clients in obtaining housing. The City of South Pasadena is contributing \$24,000 from the \$150,000 award to support this work. For participation in this regional program, each city will receive 1/6 of a housing navigator and \$48,000 in "vouchers" that can be used to place clients into housing.

All funding must be expended by May 31, 2022.

#### Homeless Prevention & Diversion Programs

The City was allocated \$15,000 to develop and implement a homeless prevention and diversion program. Homeless prevention and diversion programs are targeted towards residents at-risk of becoming homeless or those that are recently homeless. The intent of this program is to initiate "problem solving" conversations with a client in order to identify actions needed to either ensure they remain in housing or move them quickly into housing. Potential outcomes based on problem solving conversations would include resolving conflicts with roommates, providing short-term rental assistance to prevent eviction, and helping a client reunite with family members. Ten percent of funding must be expended by May 31, 2021, and the all remaining funding must be expended by December 31, 2021.

### **Background**

The San Gabriel Valley Council of Governments (SGVCOG) is a regional planning entity comprised of the thirty cities, the County of Los Angeles, and the water districts in the San Gabriel Valley. The SGVCOG advocates for regional and member interests and develops and manages regional programs to support its member jurisdictions.

In fiscal year 2019-20, the SGVCOG received funding for homeless programs in its member jurisdictions. The SGVCOG was allocated \$5,625,000 in the FY 2019-20 State Budget, included at the request of State Senator Susan Rubio. The SGVCOG was also allotted \$1,541,876 by the County of Los Angeles, through a newly developed Innovation Funds program, which allocated carry-over Measure H funding to the County's Councils of Governments.

In January 2020, the SGVCOG worked with staff from its member cities to identify regional homeless programs and to develop a framework and approach to distribute funding. The proposed programs and formulas were designed to maximize regional programs in order to take advantage of economies of scale, ensure equity, and provide cities with the ability to more easily access funds that could be used to implement their homeless plans. Funding was allocated to cities based on population for the implementation of their homeless plans. Each city was also allocated funding to develop and implement a homeless prevention and diversion program and could apply for funding to implement innovative pilot programs. Finally, each city could opt-in to a regional landlord outreach and incentive program.

### **Legal Review**

The City Attorney has reviewed the MOA with the SGVCOG and the contract with USHS.

### **Fiscal Impact**

The MOA with the SGVCOG for \$165,000 will be applied to the following programs:

- 1) Implementation of the City's Homeless Plan in the amount of \$150,000.
- 2) Development and implementation of a Prevention and Diversion Program to prevent City residents from becoming homeless in the amount of \$15,000.

### **Environmental Analysis**

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

### **Public Notification of Agenda Item**

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

### **Attachments:**

1. Memorandum of Agreement with SGVCOG
2. Exhibit A – Scope of Work

**ATTACHMENT 1**  
**Memorandum of Agreement with SGVCOG**

**MEMORANDUM OF AGREEMENT**

CITY HOMELESS PROGRAM MEMORANDUM OF AGREEMENT BETWEEN THE  
CITY OF SOUTH PASADENA AND THE SAN GABRIEL VALLEY COUNCIL OF  
GOVERNMENTS (SGVCOG)

This Memorandum of Agreement (“MOA”) is by and between the City of South Pasadena (City) and the San Gabriel Valley Council of Governments (SGVCOG) to be effective as of the date signed by both Parties.

**RECITALS:**

A. The SGVCOG was established to have a unified voice to maximize resources and advocate for regional and member interests to improve the quality of life in the San Gabriel Valley by the member cities and other local governmental agencies;

B. The SGVCOG entered into a contract with the County of Los Angeles for the purposes of administering Measure H funding allocations in support of the County's Homeless Initiative (HI) strategies to combat homelessness in the San Gabriel Valley;

C. The SGVCOG received funding from the State of California via the 2019 Budget Trailer bill for the purposes of combating homelessness in the San Gabriel Valley;

D. The SGVCOG allocated a portion of this funding towards the implementation of member cities' previously-developed homeless plans, the development of programs to prevent homelessness, and the implementation of pilot programs;

E. The SGVCOG procured shared housing navigation services and support in which cities could opt to participate and executed a contract with Union Station Homeless Services to implement the program;

F. The City seeks to develop homeless programs;

G. The City's homeless programs will support strategies and solutions to prevent and decrease homelessness within the City, based on local concerns and priorities;

H. The City and the SGVCOG have a shared desire to successfully develop homeless programs, as defined in the attached scope of work (Exhibit A), to combat homelessness in the San Gabriel Valley;

I. The City opted to participate in the SGVCOG's shared housing navigation services; and

J. The City and the SGVCOG desire to set forth the terms of their ongoing collaboration with respect to this effort in this MOA.

NOW, THEREFORE, the Parties agree to the following:

**I. TERM:**

The term of this MOA shall commence upon execution of the MOA by all Parties and shall continue through the date upon which all eligible expenditures have been reimbursed. The term of

this MOA may be extended by mutual agreement of both Parties by way of an amendment to this MOA.

## **II. RESPONSIBILITIES OF EACH OF THE PARTIES:**

### **A. SGVCOG**

1. Undertake procurement, execute, and manage consultant and service provider contracts as necessary for regional homeless programs.
2. Review and pay properly submitted invoices for regional homeless programs and eligible City homeless program activities.
3. Manage and administer contracts and pay invoices for the following regional programs in which the City is participating:
  - a. Shared Housing Navigation Service.
4. Manage invoicing and reporting schedules and deadlines.
5. Review submitted deliverables and reports from the City and notify City as to any additional that is required.
6. Coordinate participation in conference calls and/or meetings as necessary.
7. Review and approve procurement procedures for City's use of funds.
8. Hold monthly Homeless Working Group meetings with City's Project Manager to support information sharing.
9. Provide payment to the City within 30 days of approval of a City's invoice.
10. Reimburse the City up to \$93,000, as described in Exhibit B.
11. Retain \$72,000, including \$28,000 for housing navigation services and \$44,000 for housing vouchers, from the City's Homeless Plan allocation to administer the Shared Housing Navigation Services contract and ensure that the City is receiving services equal to the value of that funding by providing monthly reports to the City on services provided and clients assisted.

### **B. City**

1. Must maintain membership in the SGVCOG during the entire term of this MOA.
2. Participate in monthly Homeless Working Group meeting.
3. Provide any updated point-of-contact described in Section III.B to serve as the City's Project Manager with name, title, and contact information.
4. Participate in scheduled conference calls and/or meetings throughout the term of this MOA.
5. Manage the homeless programs and activities to be implemented by the City, as such are described in Exhibit A.
6. Respond to SGVCOG and/or contractor requests related to the City's programs in a timely manner
7. Provide feedback and respond to SGVCOG and/or contractor requests for the City's participation in regional programs, including the shared housing navigation services.
8. For participation in Shared Housing Navigator:
  - a. Allocate \$72,000 – including \$28,000 for shared housing navigation services and \$44,000 for housing vouchers – to the SGVCOG's contract for Shared Housing Navigation Services to provide these services for the City.
  - b. Provide direction and support as requested to the shared housing navigator selected through the SGVCOG's contract with its selected vendor.
  - c. Work directly with the shared housing navigator to support the services and re-housing efforts for clients within the City.

- d. Provide feedback to the SGVCOG on the implementation of the shared housing navigation program.
  - e. Respond to requests, provide data and information as requested, review materials, and provide input to the SGVCOG and its selected vendor to support the implementation of the Shared Housing Navigation Program.
9. Submit procurement procedures for City's use of funds under this MOA for approval by the SGVCOG.
  10. Procure and administer contracts funded by the SGVCOG in accordance with SGVCOG-approved procurement procedures. Submit contracts or purchase orders executed with third-party vendors to the SGVCOG for authorization prior to the performance of work thereunder for which the City will be requesting reimbursement.
  11. Submit rates for City staff time for SGVCOG approval prior to City staff performing work for which the City will seek reimbursement.
  12. Submit deliverables and reports to the SGVCOG in accordance with the schedule included in Exhibit B.
  13. Submit invoices to the SGVCOG in accordance with the schedule included in Exhibit B.
  14. Reimburse the SGVCOG for expenditures that are determined to be not in compliance with funding requirements.

**III. PROJECT MANAGEMENT:**

- A. For purposes of this MOA, the SGVCOG designates the following individual as its Project Manager:

Samantha Matthews  
 SGVCOG Management Analyst  
 1000 S. Fremont Ave, Unit 42  
 Bldg. A10-N, Suite 10210  
 Alhambra, CA 91803  
 626.457.1800  
 smatthews@sgvcog.org

- B. For purposes of this MOA, the City of South Pasadena designates the following individual as its Project Manager:

Lieutenant Shannon Robledo  
 South Pasadena Police Department  
 1414 Mission Street  
 South Pasadena, CA 91030  
 626.403.7269  
 srobledo@southpasadenaca.gov

- C. Additional parties' contacts include the following individuals:

Marisa Creter  
 Executive Director  
 San Gabriel Valley Council of Governments  
 mcreter@sgvcog.org



- D. Either Party may change its Project Manager or contacts upon written notice to the other Party.

**IV. TERMINATION:**

- A. This MOA may be terminated by either Party at any time without cause. Termination will occur 30 days after written notice is issued by a Party to the other Party's Project Manager. The City shall stop work and not incur any additional expenses upon receipt of or issuance of such notice, except that which is reasonable and necessary to effectuate the termination. The City shall be entitled to reimbursement for eligible expenses that are reasonably and necessarily incurred up to the date that such termination is effective.
- B. This MOA may be terminated for cause at any time for a material default by one of the Parties upon written notice to the applicable Project Manager. In the event of termination for cause, termination will be in effect three days after deposit of the written notice in the U.S. Mail, postage pre-paid, unless otherwise stated at a later time in the written notice.

**V. INDEMNITY:**

- A. Neither the SGVCOG or its respective officers, employees, consultants or volunteers (the "SGVCOG Indemnites"), shall be responsible for any damage or liability occurring by reason of anything done or committed to be done by the City or its respective officers, agents, employees, or volunteers under or in connection with the performance of this MOA.
- B. Neither the City or its respective officers, employees, consultants or volunteers (the "City Indemnites"), shall be responsible for any damage or liability occurring by reason of anything done or committed to be done by the SGVCOG or its respective officers, agents, employees, or volunteers under or in connection with the performance of this MOA
- C. The City shall indemnify, defend and hold the SGVCOG Indemnites harmless from and against any liability, claims, losses, actions, and expenses, including without limitation, defense costs, any costs or liability on account of bodily injury, death or personal injury of any person or for damage to or loss of use of property, any legal fees and any claims for damages of any nature whatsoever arising out of or resulting from the City's obligations under this MOA, unless caused by the negligence or willful misconduct of SGVCOG.
- D. The SGVCOG shall indemnify, defend and hold the City Indemnites harmless from and against any liability, claims, losses, actions, and expenses, including without limitation, defense costs, any costs or liability on account of bodily injury, death or personal injury of any person or for damage to or loss of use of property, any legal fees and any claims for damages of any nature whatsoever arising out of or resulting from the SGVCOG's obligations under of this MOA, unless caused by the negligence or willful misconduct of the City.

**VI. OTHER TERMS AND CONDITIONS:**

- A. In performing this MOA, neither the City nor SGVCOG is a contractor, agent or employer of the other. Neither the City or SGVCOG shall represent themselves as contractors, agents or employees of the other Party and shall have no powers to bind the other Party in contract or otherwise.
- B. This MOA, along with the applicable funding requirements of the SGVCOG's agreement with the County of Los Angeles, constitute the entire understanding between the Parties, with respect to the subject matter herein. The MOA shall not be amended except in writing signed by the Parties.
- C. Neither Party hereto shall be considered in default in the performance of its obligations hereunder to the extent that the performance of any such obligation is prevented or delayed by unforeseen causes including acts of God, floods, earthquake, fires, acts of a public enemy, pandemic, and government acts beyond the control and without fault or negligence of the affected Party. Each Party hereto shall give notice promptly to the other of the nature and extent of any such circumstances claimed to delay, hinder, or prevent performance of any obligations under this MOA.
- D. Neither Party shall assign this MOA, or any part thereof, without the prior written consent and prior approval of the other Party, nor any assignment without consent shall be void and unenforceable.
- E. This Agreement shall be governed by California law and any applicable federal law.
- F. If any provision of this MOA is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.
- G. The terms of this MOA shall inure to the benefit of, and shall be binding upon, each of the Parties and their respective approved successors and assigns.

In witness whereof, the Parties enter into this MOA on the date of last execution by the Parties.

FOR THE CITY OF SOUTH PASADENA

By: \_\_\_\_\_  
Stephanie DeWolfe  
City Manager

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Maria Ayala  
Chief City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Teresa L. Highsmith  
City Attorney

FOR THE SAN GABRIEL VALLEY  
COUNCIL OF GOVERNMENTS

By: \_\_\_\_\_  
Marisa Creter  
Executive Director

Date: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
David DeBerry  
General Counsel

**ATTACHMENT 2**  
**Exhibit A – Scope of Work**

## EXHIBIT A

### Scope of Work

#### **Program: Homeless Plan Implementation**

The City's Homeless Plan will be implemented in accordance with the tasks and deliverables listed below.

#### Task 1

- Participate in the Shared Housing Navigation Services program. The SGVCOG has executed a contract with Union Station Homeless Services (USHS) for the purposes of providing shared housing navigation services and housing vouchers for the City. The City will participate in the Program by interfacing with the assigned housing navigator, providing input and direction as needed, and providing support to the assigned housing navigator. The City will also receive an allocation of housing vouchers that will be used by the housing navigator to house homeless clients within the City.

#### Deliverables

- None

#### Basis of Billing: None

- The SGVCOG will retain \$72,000 of the City's Homeless Plan Implementation funding for the purposes of the Shared Housing Navigation Services contract and additional vouchers to be used by the Housing Navigator. The City will receive monthly reports on the services provided and clients assisted.

#### Task 2

- Complete 3 encampment clean-ups. Activities include notifying the homeless population with proper notice, removing and disposing soiled/hazmat items and debris from the site, and transferring items of value to the South Pasadena Police Department for owners to claim in accordance with department safe keeping policy.

#### Deliverables

- Event summary report, including before and after photographs, for 3 encampment clean-ups, in the format provided by the SGVCOG

#### Basis of Billing: Deliverables

##### Invoice Backup:

- Event Summary Reports

#### Task 3

- South Pasadena Police Department will materially assist the homeless by supporting education and connections/referrals to community resources that include housing, mental health care, and case management.

#### Deliverables

- Quarterly report summarizing individuals served, services provided, and referrals made, in the format provided by the SGVCOG

#### Basis of Billing: Deliverables

##### Invoice Backup:

- Quarterly Reports
- Staff time/budget supporting documentation

#### Task 4

- Task 4.1: Create an educational video raising awareness on the myths of homelessness, the City's outreach efforts through the South Pasadena Police Department, community resources available through the City and local nonprofits, and appropriate referrals for homeless individuals. Spotlight cases of people to educate the public on the successes of connecting people experiencing homelessness to services.
- Task 4.2: Conduct two educational workshops educating the public on the myths of homelessness, the City's outreach efforts through the South Pasadena Police Department, community resources available through the City and local nonprofits, and appropriate referrals for homeless individuals.
- Task 4.3: Collect data on the outcomes of the educational video, including but not limited to the volume of emergency calls related to homelessness, the number of public referrals to homeless services, and surveys, interviews, or focus groups of viewers.

#### Deliverables

- Quarterly report summarizing work completed on the video, workshops, and data collected, in the format provided by the SGVCOG

#### Basis of Billing: Deliverables

##### Invoice Backup:

- Quarterly Report

#### Task 5

- Provide portable bathroom and handwashing facility for at-risk and vulnerable homeless persons. Portable facilities will allow the City to continue to provide hygiene services to the homeless population even if City facilities are closed due to COVID-19.

#### Deliverables

- Quarterly report summarizing individuals served, services provided, and referrals made, in the format provided by the SGVCOG

#### Basis of Billing: Expense Reimbursement

Invoice Backup: Invoices, receipts, etc. documenting how funding was used

A quarterly report, in the format provided by the SGVCOG, must be submitted with each invoice documenting each task, as indicated in the tasks above, any challenges experienced, and upcoming work.

Invoices must include required back-up, including but not limited to deliverables completed, invoices, receipts, and other documents showing how the funds being requested for reimbursement were spent.

Projects must be completed by May 31, 2022.

### **Program: Prevention and Diversion**

Task 1: By September 1, 2020, Union Station Homeless Services will implement a prevention and diversion program in the City that incorporates problem-solving conversations with clients in order to develop an approach towards preventing clients from falling into homelessness or minimizing the amount of time from which clients are facing homelessness. The Program will be implemented in accordance with the City's submitted application, included as Exhibit C.

Eligible activities include but are not limited to the following:

- Housing relocation and stabilization;
- Short-term or medium-term rental assistance;
- Rental application fees;
- Security deposits;
- Utility deposits & payments;
- Moving costs;
- Housing search and placement;
- Housing stability case management;
- Mediation;
- Tenant legal services;
- Credit repair.

Other activities should be discussed with the SGVCOG prior to using funding.

Program implementers and administrators must have completed an approved problem-solving training (e.g. SGVCOG Problem-Solving; LAHSA Problem-Solving Training).

Deliverables:

- Prevention and Diversion Report Forms for each client served and outcomes after intervention, in the format provided by the SGVCOG
- Final report at the end of the program documenting number of clients served and outcomes after intervention, in the format provided by the SGVCOG

Basis of Billing: Materials Reimbursement

Invoice Backup: Invoices, receipts, etc. documenting how funding was used

EXHIBIT B

**Budget/Schedule**

**Table 1. Budget**

Homeless Plan Implementation										
Not to Exceed Cost										
Task	Description	Staff			Direct Costs	Provider Costs	Unit Cost	# of Units	Total	Completion
		Hrs	Rate	Total						
Task 2	Encampment clean-ups					\$ 5,000.00	3	\$ 15,000.00	5/31/2022	
Task 3	Law enforcement outreach			\$30,000.00				\$ 30,000.00	5/31/2022	
Task 4	Outreach and education				\$ 20,000.00			\$ 20,000.00	5/31/2022	
Task 5	Hygiene stations				\$ 13,000.00			\$ 13,000.00	5/31/2022	
							Subtotal	\$ 78,000.00	5/31/2022	
Prevention/Diversion Program										
Task 1	Program Implementation			\$ 750.00	\$ 14,250.00			\$ 15,000.00	6/15/2022	
							Total	\$ 93,000.00		



**Program: Homeless Plan Implementation**

The City shall receive a maximum of \$78,000 for implementation of the City’s Homeless Plan. Funding shall be disbursed on a reimbursement basis and in accordance with the table below.

Reports and invoices must be submitted quarterly by the first Monday of the month by the following dates:

2020	2021	2022
• October 5, 2020	• January 4, 2021	• January 3, 2022
	• April 5, 2021	• April 4, 2022
	• July 5, 2021	
	• October 4, 2021	

The final report is due by June 15, 2022.

**Program: Prevention and Diversion**

The City shall receive a maximum of \$15,000 for implementation of the Prevention/Diversion Program. Funding shall be disbursed on a reimbursement basis and in accordance with Table 1.

Reports and invoices must be submitted quarterly by the first Monday of the month by the following dates:

2020	2021	2022
• October 5, 2020	• January 4, 2021	• January 3, 2022
	• April 5, 2021	• April 4, 2022
	• July 5, 2021	
	• October 4, 2021	

All funding must be expended by June 15, 2022. The final report is due by June 15, 2022.



# City Council Agenda Report

ITEM NO. 15

**DATE:** August 19, 2020

**FROM:** Stephanie DeWolfe, City Manager

**PREPARED BY:** Shahid Abbas, Public Works Director  
Kristine Courdy, Deputy Public Works Director

**SUBJECT:** **Adoption of Resolution for Summary Vacation of an Existing Slope Easement at 1230 Kolle Avenue**

---

## **Recommendation**

It is recommended that the City Council approve a resolution (see Attachment 1) to summarily vacate an existing slope easement at 1230 Kolle Avenue.

## **Background**

In 1964, the City of South Pasadena (City) acquired easements across most of the lots along Kolle Avenue for the reconstruction of the roadway of Kolle Avenue, including an easement across 1230 Kolle Avenue. The roadway improvements were subsequently completed in 1965.

On June 3, 2020, the City received a street right of way vacation application from the property owners of 1230 Kolle Avenue requesting removal of the easement across their property (see Attachment 2). The existing easement limits the property owners' ability to expand their home due to the floor area ratio (maximum allowable ratio of building floor area to lot area) specified in the City's zoning standards. Once the easement is vacated, the homeowners plan to expand their home, which is likely to increase property tax revenues to the City.

The homeowners have hired a registered professional land surveyor, who prepared an exhibit and legal description (see Attachment 3) to be recorded with the Los Angeles County Registrar-Recorder / County Clerk upon approval of the summary vacation. Upon review of the existing Assessor Parcel Map (see Attachment 4) the slope easement is shown to be recorded at 1230 Kolle Avenue.

## **Discussion/Analysis**

The vacation of the slope easement at 1230 Kolle Avenue meets the requirements listed under California Streets and Highways Code Section 8331 (see Attachment 5) which states that a street or highway, which includes slope easements for roadway purposes as defined in Section 8308 of the California Streets and Highways Code (see Attachment 6), may be summarily vacated if for a period of five consecutive years the street has been impassable for vehicular traffic, and if no public money was expended for maintenance on the street during such period. There are no in-

place public utility facilities that are in use and would be affected by the proposed vacation. It appears that this slope easement was originally acquired for roadway construction purposes, but now that the roadway is constructed, is no longer needed for present or future public use. Several properties on Kolle Avenue have already had their slope easements removed, including the properties at 1211, 1225, 1228, 1233, 1241, 1253, and 1261 Kolle Avenue.

**Legal Review**

The City Attorney has reviewed this item.

**Fiscal Impact**

The applicant has paid the fees in accordance with the City Council approved fee schedule to cover the cost of the staff time required to complete the services associated with the easement vacation.

**Environmental Analysis**

This item is exempt from any California Environmental Quality Act (CEQA) analysis based on State CEQA Guidelines 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*.

Attachments:

1. Resolution
2. Letter and Application Requesting Removal of Easement
3. Legal Description and Exhibit
4. Assessor Parcel Map
5. California Streets and Highways Code Sections 8331-8336
6. California Streets and Highways Code Section 8308
7. California Government Code Section 65402(a)

**ATTACHMENT 1**  
Resolution

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL  
OF THE CITY OF SOUTH PASADENA, CALIFORNIA,  
AUTHORIZING THE SUMMARY VACATION OF A SLOPE  
EASEMENT ACROSS THE PROPERTY LOCATED AT  
1230 KOLLE AVENUE**

**WHEREAS**, slope easements across certain properties on Kolle Avenue were obtained by the City of South Pasadena in 1964 for roadway construction purposes; and

**WHEREAS**, there presently exists a slope easement across the westerly eleven (11) feet of the property located at 1230 Kolle Avenue; and

**WHEREAS**, the roadway improvements on Kolle Avenue were completed in 1965; and

**WHEREAS**, the slope easement at 1230 Kolle Avenue is no longer needed for present or prospective public use; and

**WHEREAS**, a request has been received from the property owner at 1230 Kolle Avenue to vacate the existing slope easement across the property; and

**WHEREAS**, pursuant to California Streets and Highways Code Section 8308, a slope easement is defined as being part of a street; and

**WHEREAS**, pursuant to California Streets and Highways Code Section 8334(a), the legislative body of a local agency may summarily vacate excess right-of-way of a street or highway not required for street or highway purposes; and

**WHEREAS**, pursuant to California Streets and Highways Code Section 8331, the legislative body of a local agency may summarily vacate a street if for a period of five (5) consecutive years, the street has been impassable for vehicular travel, and if no public money was expended for maintenance on the street during such period; and

**WHEREAS**, the City finds the above conditions to be true; and

**WHEREAS**, there are no existing public utility facilities within the slope easement that would be affected by the vacation; and

**WHEREAS**, pursuant to California Streets and Highways Code Section 8335(a), the legislative body of a local agency may vacate a street by adopting a resolution of vacation.

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

**SECTION 1.** This action is categorially exempt from the provisions of the California Environmental Quality Act (CEQA).

**SECTION 2.** The summary vacation of the slope easement is made pursuant to California Streets and Highways Code, Division 9, Part 3, Chapter 4.

**SECTION 3.** The provisions of Government Code Section 65402(a) do not apply to the vacation of the herein public slope easement.

**SECTION 4.** The slope easement to be vacated is legally described in Exhibit “A” and as shown by the map in Exhibit “B” to this resolution.

**SECTION 5.** From and after the date this resolution is recorded, the easement vacated no longer constitutes a public street.

**SECTION 6.** The City Clerk of the City of South Pasadena shall certify to the passage and adoption of this resolution and its approval by the City Council and shall cause the same to be listed in the records of the City.

**PASSED, APPROVED AND ADOPTED ON** this 19<sup>th</sup> day of August, 2020.

---

Robert S. Joe, Mayor

**ATTEST:**

**APPROVED AS TO FORM:**

---

Evelyn G. Zneimer, City Clerk  
(seal)

---

Teresa L. Highsmith, City Attorney

**I HEREBY CERTIFY** the foregoing resolution was duly adopted by the City Council of the City of South Pasadena, California, at a regular meeting held on the 19<sup>th</sup> day of August, 2020, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAINED:**

---

Evelyn G. Zneimer, City Clerk  
(seal)

**ATTACHMENT 2**  
Letter and Application Requesting  
Removal of Easement



  
1230 Kolle  
South Pasadena, CA 91030

March 18,2020

Shahid Abbas, P.E. Public Works Director  
City of South Pasadena – City Hall  
1414 Mission Street  
South Pasadena, CA 91030

Subject: City easement at 1230 Kolle St.

Dear Mr. Abbas:

We are requesting that the 11ft easement on the frontage of 1230 Kolle St. be removed. As with other properties on the street an easement was established in 1964 as part of a reconstruction project for Kolle St. The project was completed in 1965 and the easement is no longer needed.

The removal of the easement will allow us to make improvements to our property and expand the house.

Your consideration and assistance in vacating the easement is greatly appreciated. Please advise us of the process and documents necessary to implement this change.

Best regards,



Cc: Kristine Courdy



# CITY OF SOUTH PASADENA

Engineering Department

1414 Mission Street - South Pasadena - Ca. 91030 - (626) 403-7240

## STREET/ROW VACATION/ABANDONMENT

(STREETS, ALLEYS OR EASEMENT VACATION)

Application Fee: \$1,764

Atty Cost: \_\_\_\_\_

Total Fee: \_\_\_\_\_

Applicant: [Redacted]  
I/WE \_\_\_\_\_

request the vacation or abandonment

of 1230 Kalle Ave. in compliance with the requirements of the South Pasadena Municipal Code, and/or Sec. 8300-8331 of the Streets and Highway Code and Sec. 50430 of the Government Code. The statements and information provided are in all respects true and correct to the best of my/our knowledge and belief.

Project Description: [Redacted]

Reason For Request: The removal of the easement will allow us to make improvements to our property and expand the house to an optimal square footage.

(Attach additional sheets as needed)

Applicant: [Redacted]

Address: 1230 Kalle Ave.

City: South Pasadena State: CA Zip: 91030

Tele: [Redacted] fax: [Redacted]

Name: [Redacted] Signed: [Redacted]

Date: 6/3/2020

Property Owner(s): [Redacted]

Name: [Redacted] Signed: [Redacted]

Name: [Redacted] Signed: [Redacted]

Address: [Redacted]

City: South Pasadena State: CA Zip: 91030

For Office Use Only

**Certification:** This is to certify that the foregoing application has been inspected by me and found to be complete and acceptable for filing with the Planning Commission and the City Council.

Received By \_\_\_\_\_

Certified Complete \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

**ATTACHMENT 3**  
Legal Description and Exhibit

# EXHIBIT A

## SLOPE EASEMENT TO BE VACATED LEGAL DESCRIPTION

THE WESTERLY 11 FEET OF LOT 34, BLOCK 3 OF KOLLE TRACT IN THE CITY OF SOUTH PASADENA, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA AS PER MAP RECORDED IN BOOK 6, PAGE 34 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

CONTAINING 550 SQUARE FEET, MORE OR LESS.

REFERENCE IS HEREBY MADE TO EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF



\_\_\_\_\_  
IVAN CHIU, PLS 6762  
EXP. 9/30/2020

3/20/2020

DATE



# EXHIBIT B

## SLOPE EASEMENT VACATION

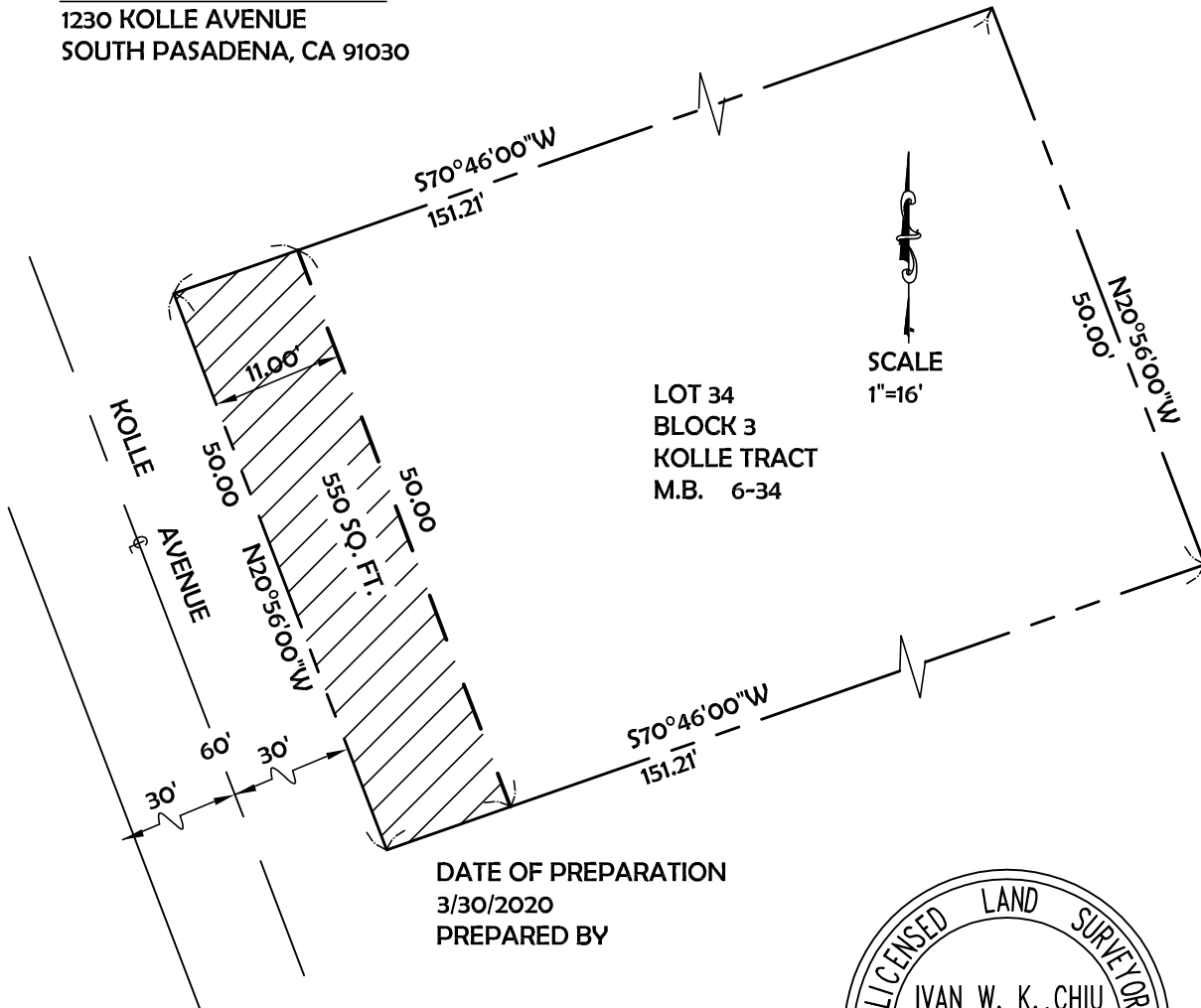
**LEGAL DESCRIPTION**  
SEE EXHIBIT "A"

**ASSESSOR'S INFORMATION**  
APN 5311-015-041

**PROPERTY ADDRESS**  
1230 KOLLE AVENUE  
SOUTH PASADENA, CA 91030

**LEGEND**

- CENTERLINE
- PROPERTY LINE
- EXISTING RIGHT-OF-WAY
- 11' WIDE SLOPE EASEMENT  
RECORDED ON DEC. 8, 1965  
AS INSTRUMENT NO. 2679  
TO BE VACATED



LOT 34  
BLOCK 3  
KOLLE TRACT  
M.B. 6-34

SCALE  
1"=16'

DATE OF PREPARATION  
3/30/2020  
PREPARED BY

*Ivan Chiu* 3/20/2020

IVAN CHIU PLS 6762  
EXP. 9/30/2020



**CALCIVIC ENGINEERING GROUP**  
CONSULTING ENGINEERS & LAND SURVEYORS  
CIVIL / STRUCTURAL / LAND SURVEYING

**ATTACHMENT 4**  
Assessor Parcel Map

2016

ARROYO VERDE RD

MONTEREY RD



MAPPING AND GIS  
SERVICES  
SCALE 1" = 80'



**ATTACHMENT 5**  
California Streets and Highways Code  
Section 8331-8336





California  
LEGISLATIVE INFORMATION

Code: Select Code Section:

Search [Up^](#)[Add To My Favorites](#)**STREETS AND HIGHWAYS CODE - SHC****DIVISION 9. CHANGE OF GRADE AND VACATION [8000 - 8363]** (*Division 9 added by Stats. 1941, Ch. 79.*)**PART 3. PUBLIC STREETS, HIGHWAYS, AND SERVICE EASEMENTS VACATION LAW [8300 - 8363]** (*Part 3 repealed and added by Stats. 1980, Ch. 1050, Sec. 29.*)**CHAPTER 4. Summary Vacation [8330 - 8336]** (*Chapter 4 added by Stats. 1980, Ch. 1050, Sec. 29.*)**ARTICLE 1. Authority [8330 - 8334.5]** (*Article 1 added by Stats. 1980, Ch. 1050, Sec. 29.*)

**8330.** (a) The legislative body of a local agency may summarily vacate a street or highway that has been superseded by relocation.

(b) A street or highway shall not be summarily vacated pursuant to this section if vacation would do either of the following:

- (1) Cut off all access to a person's property which, prior to relocation, adjoined the street or highway.
- (2) Terminate a public service easement, unless the easement satisfies the requirements of Section 8333.

(*Repealed and added by Stats. 1980, Ch. 1050, Sec. 29.*)

**8330.5.** (a) Subject to subdivisions (b) and (c), the commission may retain, relinquish to a local agency pursuant to Section 73, or summarily vacate a state highway that has been superseded by relocation.

(b) The commission shall not vacate a state highway unless the commission has first given a notice of relinquishment pursuant to Section 73 and the legislative body of the local agency has protested within the prescribed 90-day period that the highway is not needed for public use and should be vacated by the commission.

(c) If vacation of a state highway would cut off all access to the property of any person which, prior to relocation, adjoined the highway, the commission shall either retain the highway or relinquish it pursuant to Section 73.

(*Added by Stats. 1980, Ch. 1050, Sec. 29.*)

**8331.** The legislative body of a local agency may summarily vacate a street or highway if both of the following conditions exist:

- (a) For a period of five consecutive years, the street or highway has been impassable for vehicular travel.
- (b) No public money was expended for maintenance on the street or highway during such period.

(*Repealed and added by Stats. 1980, Ch. 1050, Sec. 29.*)

**8332.** The legislative body of a local agency may summarily vacate a street or highway pursuant to an agreement entered into with the department pursuant to Section 100.2 to close the street or highway at or near the point of its interception with a state freeway.

(*Repealed and added by Stats. 1980, Ch. 1050, Sec. 29.*)

**8333.** The legislative body of a local agency may summarily vacate a public service easement in any of the following cases:

- (a) The easement has not been used for the purpose for which it was dedicated or acquired for five consecutive years immediately preceding the proposed vacation.
- (b) The date of dedication or acquisition is less than five years, and more than one year, immediately preceding the proposed vacation, and the easement was not used continuously since that date.
- (c) The easement has been superseded by relocation, or determined to be excess by the easement holder, and there are no other public facilities located within the easement.

(*Amended by Stats. 2006, Ch. 311, Sec. 3. Effective January 1, 2007.*)

**8334.** The legislative body of a local agency may summarily vacate any of the following:

- (a) An excess right-of-way of a street or highway not required for street or highway purposes.
- (b) A portion of a street or highway that lies within property under one ownership and that does not continue through such ownership or end touching property of another.

*(Added by Stats. 1980, Ch. 1050, Sec. 29.)*

**8334.5.** Notwithstanding any other provision of this article, a street, highway, or public service easement may not be summarily vacated if there are in-place public utility facilities that are in use and would be affected by the vacation.

*(Added by Stats. 1980, Ch. 1050, Sec. 29.)*

**ARTICLE 2. Procedure [8335 - 8336] ( Article 2 added by Stats. 1980, Ch. 1050, Sec. 29. )**

**8335.** (a) The legislative body may vacate a street, highway, or public service easement pursuant to the authority provided in this chapter by adopting a resolution of vacation.

(b) The resolution of vacation shall state all of the following:

- (1) That the vacation is made under this chapter.
- (2) The name or other designation of the street, highway, or public service easement and a precise description of the portion vacated. The description of the portion vacated may be by a precise map which is recorded or to which reference is made in the resolution and which is permanently maintained by the public entity.
- (3) The facts under which the summary vacation is made. If the vacation is made pursuant to Section 8332, the statement shall include the date of the agreement. The resolution is prima facie evidence of the facts stated.
- (4) That from and after the date the resolution is recorded, the street, highway, or public service easement vacated no longer constitutes a street, highway, or public service easement.

*(Added by Stats. 1980, Ch. 1050, Sec. 29.)*

**8336.** (a) The clerk shall cause a certified copy of the resolution of vacation, attested by the clerk under seal, to be recorded without acknowledgment, certificate of acknowledgment, or further proof in the office of the recorder of the county in which the property is located. No fee shall be charged for recordation.

(b) Upon such recordation, the vacation is complete.

*(Added by Stats. 1980, Ch. 1050, Sec. 29.)*

**ATTACHMENT 6**  
California Streets and Highways Code  
Section 8308



# California

## LEGISLATIVE INFORMATION

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### STREETS AND HIGHWAYS CODE - SHC

**DIVISION 9. CHANGE OF GRADE AND VACATION [8000 - 8363]** (*Division 9 added by Stats. 1941, Ch. 79.*)

**PART 3. PUBLIC STREETS, HIGHWAYS, AND SERVICE EASEMENTS VACATION LAW [8300 - 8363]** (*Part 3 repealed and added by Stats. 1980, Ch. 1050, Sec. 29.*)

**CHAPTER 1. Short Title and Definitions [8300 - 8309]** (*Chapter 1 added by Stats. 1980, Ch. 1050, Sec. 29.*)

**8300.** This part may be cited as the Public Streets, Highways, and Service Easements Vacation Law.  
(*Repealed and added by Stats. 1980, Ch. 1050, Sec. 29.*)

**8301.** Unless the provision or context otherwise requires, the definitions in this chapter shall govern the construction of this part.  
(*Repealed and added by Stats. 1980, Ch. 1050, Sec. 29.*)

**8302.** "Adoption" of a resolution includes passage or enactment of a resolution.  
(*Repealed and added by Stats. 1980, Ch. 1050, Sec. 29.*)

**8303.** "Clerk" includes a person or officer who is the clerk of a legislative body.  
(*Repealed and added by Stats. 1980, Ch. 1050, Sec. 29.*)

**8304.** "Legislative body" means:

- (a) In the case of a county or city and county, the board of supervisors.
  - (b) In the case of a city, the city council or other body which, by law, is the legislative body of the government of the city.
  - (c) In the case of the California Transportation Commission, the commission.
- (*Repealed and added by Stats. 1980, Ch. 1050, Sec. 29.*)

**8305.** "Local agency" means a county, city, or city and county.  
(*Repealed and added by Stats. 1980, Ch. 1050, Sec. 29.*)

**8305.5.** "Public entity" means a local agency or the California Transportation Commission.  
(*Added by Stats. 1980, Ch. 1050, Sec. 29.*)

**8306.** "Public service easement" includes all or part of, or any right in:

- (a) A right-of-way, easement, or use restriction acquired for public use by dedication or otherwise for sewers, pipelines, poelines, electrical transmission and communication lines, pathways, storm drains, drainage, canal, water transmission lines, light and air, and other limited use public easements other than for street or highway purposes.
  - (b) An easement or right of a type described in Section 8340.
- (*Repealed and added by Stats. 1980, Ch. 1050, Sec. 29.*)

**8306.5.** "Public utility" means a public utility as defined in Section 216 of the Public Utilities Code.  
(*Added by Stats. 1980, Ch. 1050, Sec. 29.*)

**8307.** "Resolution" includes an ordinance.  
(*Repealed and added by Stats. 1980, Ch. 1050, Sec. 29.*)

**8308.** "Street" and "highway" include all or part of, or any right in, a state highway or other public highway, road, street, avenue, alley, lane, driveway, place, court, trail, or other public right-of-way or easement, or purported public street or highway, and rights connected therewith, including, but not limited to, restrictions of access or abutters' rights, sloping easements, or other incidents to a street or highway.

*(Repealed and added by Stats. 1980, Ch. 1050, Sec. 29.)*

**8309.** "Vacation" means the complete or partial abandonment or termination of the public right to use a street, highway, or public service easement.

*(Added by Stats. 1980, Ch. 1050, Sec. 29.)*

**ATTACHMENT 7**  
California Government Code  
Section 65402(a)



California  
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**GOVERNMENT CODE - GOV**
**TITLE 7. PLANNING AND LAND USE [65000 - 66499.58]** (*Heading of Title 7 amended by Stats. 1974, Ch. 1536.*)

**DIVISION 1. PLANNING AND ZONING [65000 - 66103]** (*Heading of Division 1 added by Stats. 1974, Ch. 1536.*)

**CHAPTER 3. Local Planning [65100 - 65763]** (*Chapter 3 repealed and added by Stats. 1965, Ch. 1880.*)

**ARTICLE 7. Administration of General Plan [65400 - 65404]** (*Article 7 added by Stats. 1965, Ch. 1880.*)

**65400.** (a) After the legislative body has adopted all or part of a general plan, the planning agency shall do both of the following:

(1) Investigate and make recommendations to the legislative body regarding reasonable and practical means for implementing the general plan or element of the general plan, so that it will serve as an effective guide for orderly growth and development, preservation and conservation of open-space land and natural resources, and the efficient expenditure of public funds relating to the subjects addressed in the general plan.

(2) Provide by April 1 of each year an annual report to the legislative body, the Office of Planning and Research, and the Department of Housing and Community Development that includes all of the following:

(A) The status of the plan and progress in its implementation.

(B) The progress in meeting its share of regional housing needs determined pursuant to Section 65584 and local efforts to remove governmental constraints to the maintenance, improvement, and development of housing pursuant to paragraph (3) of subdivision (c) of Section 65583.

The housing element portion of the annual report, as required by this paragraph, shall be prepared through the use of forms and definitions adopted by the Department of Housing and Community Development pursuant to the rulemaking provisions of the Administrative Procedure Act (Chapter 3.5 (commencing with Section 11340) of Part 1 of Division 3 of Title 2). Prior to and after adoption of the forms, the housing element portion of the annual report shall include a section that describes the actions taken by the local government towards completion of the programs and status of the local government's compliance with the deadlines in its housing element. That report shall be considered at an annual public meeting before the legislative body where members of the public shall be allowed to provide oral testimony and written comments.

The report may include the number of units that have been substantially rehabilitated, converted from nonaffordable to affordable by acquisition, and preserved consistent with the standards set forth in paragraph (2) of subdivision (c) of Section 65583.1. The report shall document how the units meet the standards set forth in that subdivision.

(C) The degree to which its approved general plan complies with the guidelines developed and adopted pursuant to Section 65040.2 and the date of the last revision to the general plan.

(b) If a court finds, upon a motion to that effect, that a city, county, or city and county failed to submit, within 60 days of the deadline established in this section, the housing element portion of the report required pursuant to subparagraph (B) of paragraph (2) of subdivision (a) that substantially complies with the requirements of this section, the court shall issue an order or judgment compelling compliance with this section within 60 days. If the city, county, or city and county fails to comply with the court's order within 60 days, the plaintiff or petitioner may move for sanctions, and the court may, upon that motion, grant appropriate sanctions. The court shall retain jurisdiction to ensure that its order or judgment is carried out. If the court determines that its order or judgment is not carried out within 60 days, the court may issue further orders as provided by law to ensure that the purposes and policies of this section are fulfilled. This subdivision applies to proceedings initiated on or after the first day of October following the adoption of forms and definitions by the Department of Housing and Community Development pursuant to paragraph (2) of subdivision (a), but no sooner than six months following that adoption.

(Amended by Stats. 2009, Ch. 467, Sec. 1. Effective January 1, 2010.)

**65401.** If a general plan or part thereof has been adopted, within such time as may be fixed by the legislative body, each county or city officer, department, board, or commission, and each governmental body, commission, or board, including the governing body of any special district or school district, whose jurisdiction lies wholly or

partially within the county or city, whose functions include recommending, preparing plans for, or constructing, major public works, shall submit to the official agency, as designated by the respective county board of supervisors or city council, a list of the proposed public works recommended for planning, initiation or construction during the ensuing fiscal year. The official agency receiving the list of proposed public works shall list and classify all such recommendations and shall prepare a coordinated program of proposed public works for the ensuing fiscal year. Such coordinated program shall be submitted to the county or city planning agency for review and report to said official agency as to conformity with the adopted general plan or part thereof.

*(Amended by Stats. 1970, Ch. 1590.)*

**65402.** (a) If a general plan or part thereof has been adopted, no real property shall be acquired by dedication or otherwise for street, square, park or other public purposes, and no real property shall be disposed of, no street shall be vacated or abandoned, and no public building or structure shall be constructed or authorized, if the adopted general plan or part thereof applies thereto, until the location, purpose and extent of such acquisition or disposition, such street vacation or abandonment, or such public building or structure have been submitted to and reported upon by the planning agency as to conformity with said adopted general plan or part thereof. The planning agency shall render its report as to conformity with said adopted general plan or part thereof within forty (40) days after the matter was submitted to it, or such longer period of time as may be designated by the legislative body.

If the legislative body so provides, by ordinance or resolution, the provisions of this subdivision shall not apply to: (1) the disposition of the remainder of a larger parcel which was acquired and used in part for street purposes; (2) acquisitions, dispositions, or abandonments for street widening; or (3) alignment projects, provided such dispositions for street purposes, acquisitions, dispositions, or abandonments for street widening, or alignment projects are of a minor nature.

(b) A county shall not acquire real property for any of the purposes specified in paragraph (a), nor dispose of any real property, nor construct or authorize a public building or structure, in another county or within the corporate limits of a city, if such city or other county has adopted a general plan or part thereof and such general plan or part thereof is applicable thereto, and a city shall not acquire real property for any of the purposes specified in paragraph (a), nor dispose of any real property, nor construct or authorize a public building or structure, in another city or in unincorporated territory, if such other city or the county in which such unincorporated territory is situated has adopted a general plan or part thereof and such general plan or part thereof is applicable thereto, until the location, purpose and extent of such acquisition, disposition, or such public building or structure have been submitted to and reported upon by the planning agency having jurisdiction, as to conformity with said adopted general plan or part thereof. Failure of the planning agency to report within forty (40) days after the matter has been submitted to it shall be conclusively deemed a finding that the proposed acquisition, disposition, or public building or structure is in conformity with said adopted general plan or part thereof. The provisions of this paragraph (b) shall not apply to acquisition or abandonment for street widening or alignment projects of a minor nature if the legislative body having the real property within its boundaries so provides by ordinance or resolution.

(c) A local agency shall not acquire real property for any of the purposes specified in paragraph (a) nor dispose of any real property, nor construct or authorize a public building or structure, in any county or city, if such county or city has adopted a general plan or part thereof and such general plan or part thereof is applicable thereto, until the location, purpose and extent of such acquisition, disposition, or such public building or structure have been submitted to and reported upon by the planning agency having jurisdiction, as to conformity with said adopted general plan or part thereof. Failure of the planning agency to report within forty (40) days after the matter has been submitted to it shall be conclusively deemed a finding that the proposed acquisition, disposition, or public building or structure is in conformity with said adopted general plan or part thereof. If the planning agency disapproves the location, purpose or extent of such acquisition, disposition, or the public building or structure, the disapproval may be overruled by the local agency.

Local agency as used in this paragraph (c) means an agency of the state for the local performance of governmental or proprietary functions within limited boundaries. Local agency does not include the state, or county, or a city.

*(Amended by Stats. 1974, Ch. 700.)*



**65403.** (a) Each special district, each unified, elementary, and high school district, and each agency created by a joint powers agreement pursuant to Article 1 (commencing with Section 6500) of Chapter 5 of Division 7 of Title 1 that constructs or maintains public facilities essential to the growth and maintenance of an urban population may prepare a five-year capital improvement program. This section shall not preclude, limit, or govern any other method of capital improvement planning and shall not apply to any district or agency unless it specifically determines to implement this section. As used in this section, "public facilities" means any of the following:

- (1) Public buildings, including schools and related facilities.
- (2) Facilities for the storage, treatment, and distribution of nonagricultural water.
- (3) Facilities for the collection, treatment, reclamation, and disposal of sewage.
- (4) Facilities for the collection and disposal of storm waters and for flood control purposes.
- (5) Facilities for the generation of electricity and the distribution of gas and electricity.
- (6) Transportation and transit facilities, including, but not limited to, streets, roads, harbors, ports, airports, and related facilities.
- (7) Parks and recreation facilities. However, this section shall not apply to a special district which constructs or maintains parks and recreation facilities if the annual operating budget of the district does not exceed one hundred thousand dollars (\$100,000).

(b) The five-year capital improvement program shall indicate the location, size, time of availability, means of financing, including a schedule for the repayment of bonded indebtedness, and estimates of operation costs for all proposed and related capital improvements. The five-year capital improvement program shall also indicate a schedule for maintenance and rehabilitation and an estimate of useful life of all existing and proposed capital improvements.

(c) The capital improvement program shall be adopted by, and shall be annually reviewed and revised by, resolution of the governing body of the district or local agency. Annual revisions shall include an extension of the program for an additional year to update the five-year program. At least 60 days prior to its adoption or annual revision, as the case may be, the capital improvement program shall be referred to the planning agency of each affected city and county within which the district or agency operates, for review as to its consistency with the applicable general plan, any applicable specific plans, and all elements and parts of the plan. Failure of the planning agency to report its findings within 40 days after receipt of a capital improvement program or revision of the program shall be conclusively deemed to constitute a finding that the capital improvement program is consistent with the general plan.

A district or local agency shall not carry out its capital improvement program or any part of the program if the planning agency finds that the capital improvement program or a part of the capital improvement program is not consistent with the applicable general plan, any specific plans, and all elements and parts of the plan. A district or local agency may overrule the finding and carry out its capital improvement program.

(d) Before adopting its capital improvement program, or annual revisions of the program, the governing body of each special district, each unified, elementary, and high school district, and each agency created by a joint powers agreement shall hold at least one public hearing. Notice of the time and place of the hearing shall be given pursuant to Section 65090. In addition, mailed notice shall be given to any city or county which may be significantly affected by the capital improvement program.

*(Amended by Stats. 1984, Ch. 1009, Sec. 15.)*

**65404.** (a) On or before January 1, 2005, the Governor shall develop processes to do all of the following:

- (1) Resolve conflicting requirements of two or more state agencies for a local plan, permit, or development project.
- (2) Resolve conflicts between state functional plans.
- (3) Resolve conflicts between state infrastructure projects.
- (4) Provide, to the extent permitted under federal law, for the availability of mediation between a branch of the United States Armed Forces, a local agency, and a project applicant, in circumstances where a conflict arises between a proposed land use within special use airspace beneath low-level flight paths, or within 1,000 feet of a military installation.

(b) The process may be requested by a local agency, project applicant, or one or more state agencies. The mediation process identified in paragraph (4) of subdivision (a) may also be requested by a branch of the United States Armed Forces.

*(Amended by Stats. 2004, Ch. 906, Sec. 3. Effective January 1, 2005.)*



# City Council Agenda Report

ITEM NO. 16

**DATE:** August 19, 2020

**FROM:** Stephanie DeWolfe, City Manager

**PREPARED BY:** Karen Aceves, Finance Director  
Michael A. Casalou, Interim Human Resources Manager  
Lucy Demirjian, Assistant to the City Manager

**SUBJECT:** **Resolution Initiating the Salary Reopener Provision Contained in the 2019-2022 Memorandums of Understanding with the South Pasadena Police Officers' Association, South Pasadena Firefighters' Association, and the South Pasadena Public Service Employees' Association**

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## **Recommendation Action**

It is recommended that the City Council approve the proposed resolution, to initiate the salary reopener provision of the 2019-2022 Memorandums of Understanding (MOUs) for the South Pasadena Police Officers' Association, South Pasadena Firefighters' Association, and South Pasadena's Public Service Employees' Association.

## **Discussion/Analysis**

The 2019-2022 MOUs for the City's three full-time employee organizations contain salary reopener provisions. These provisions allow the City Council to direct staff to initiate the meet and confer process regarding salary if the City can demonstrate a five percent (5%) or greater reduction in General Fund revenues during each fiscal year, for the period July 1 through December 31, compared to the immediately preceding same period of time; and/or the period January 1 through June 30, and the same preceding period of time. The decline shall be measured by receipts during the applicable period of time.

Staff analyzed the period of January 1 through June 30 of Fiscal Year 2020 and compared it to the same time period in 2019. The general fund suffered a 13.3% reduction in revenue between the two time periods as illustrated by the chart below. Sales tax losses were consistent with statewide projections. Because the "safer at home" order halted much of the economic activity within the City as well as City programs and rentals, the greatest losses were seen in service related fees. There was a slight increase in property taxes, which is consistent with previous years and was not expected to change vastly. However, if the pandemic continues and more people take advantage of the deferred property tax payments this fall there may be a slight decrease in property taxes for the upcoming year. There was also an increase in the Utility Users'

Adoption of Resolution No. Initiating the Salary Reopener Provision

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Tax which is expected to continue as long as there is an increase in utility use resulting from people staying at home.

**Revenue Analysis**

Taxes					
Category	FY 2019 Q3-4	FY 2020 Q3-4	Variance		
Property Taxes	\$ 6,844,277	\$ 7,030,166	\$ 185,889	▲	3%
Sales Tax	\$ 1,105,661	\$ 803,769	\$ (301,891)	▼	27%
Franchise & Real Property Transfer Taxes	\$ 804,303	\$ 792,580	\$ (11,723)	▼	1%
Utility Users Tax	\$ 1,861,730	\$ 2,020,777	\$ 159,047	▲	8%
<b>Total</b>	<b>\$ 10,615,971</b>	<b>\$ 10,647,293</b>	<b>\$ 31,321</b>	<b>▲</b>	<b>0.3%</b>
Licenses and Permits					
Category	FY 2019 Q3-4	FY 2020 Q3-4	Variance		
Licenses and Permits	\$ 467,412	\$ 197,518	\$ (269,894)	▼	58%
Fines Forfeitures and Penalties					
Category	FY 2019 Q3-4	FY 2020 Q3-4	Variance		
Fines Forfeitures and Penalties	\$ 186,598	\$ 72,000	\$ (114,598)	▼	61%
Use of Money and Property					
Category	FY 2019 Q3-4	FY 2020 Q3-4	Variance		
Recreational and Cell Tower Rentals	\$ 813,205	\$ 210,114	\$ (603,091)	▼	74%
Charges for Service					
Category	FY 2019 Q3-4	FY 2020 Q3-4	Variance		
Service Fees	\$ 1,579,040	\$ 714,097	\$ (864,943)	▼	55%
<b>Grand Total</b>	<b>\$ 13,662,227</b>	<b>\$ 11,841,022</b>	<b>\$ (1,821,205)</b>		
		<b>Percent Reduction</b>	<b>13%</b>		

**Alternatives**

Given the City’s loss of revenues due to the ongoing COVID-19 pandemic and corresponding business shut-downs, absent the use of additional reserves to balance the budget, the City must take some significant labor cost savings action to bridge the budgetary gap imbalance. Due to the uncertain nature of this pandemic it is not appropriate to use one time monies such as reserves for ongoing expenditures. Because City services are provided by City personnel and personnel costs comprise the majority of general fund expenses (over 75%) of the City’s general fund, in order to balance the budget the initiation of furloughs and/or layoffs may also need to be considered.

**Legal Review**

The City Attorney has reviewed this item.

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**Fiscal Impact**

The budget gaps indicated above (\$1,821,204) was closed using various strategies including shifting non-general fund dollars to cover more street projects such as Alpha and La Fremontia, implementing an immediate hiring freeze, and a freeze of all non-essential purchases. However, reductions proposed for Fiscal Year 2020/21 may be insufficient to cover the projected losses if the economy recovers more slowly than initially projected.

**Public Notification of Agenda Item**

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

Attachment: Resolution

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL  
OF THE CITY OF SOUTH PASADENA, CALIFORNIA,  
ACTIVATING THE REOPENER CLAUSE FOR ALL  
BARGAINING UNITS DUE TO THE FINDING OF A REDUCTION  
IN GENERAL FUND REVENUES GREATER THAN 5% FOR  
JANUARY 1, 2020 THROUGH JUNE 30, 2020, COMPARED TO  
THE PRECEDING SIX-MONTH PERIOD**

**WHEREAS**, on July 17, 2019, after completion of the meet and confer process the City Council adopted Resolution 7622, approving an agreed-to 3-year Memorandum of Understanding with the South Pasadena Firefighters Association, which contains a “reopener clause” pertaining to Salary, under Paragraph 1(e); and

**WHEREAS**, on July 17, 2019, after completion of the meet and confer process, the City Council adopted Resolution 7623, approving an agreed-to 3-year Memorandum of Understanding with the South Pasadena Police Officers Association, which contained a “re-opener clause” pertaining to Salary, under Paragraph 17(b) ; and

**WHEREAS**, on July 17, 2019, after completion of the meet and confer process the City Council adopted Resolution 7624, approving an agreed-to 3-year Memorandum of Understanding with the South Pasadena Public Service Employee’s Association, which contained a “re-opener clause” pertaining to Salary, under Paragraph 1(d) ; and

**WHEREAS**, on July 17, 2019, after completion of the meet and confer process the City Council adopted Resolution 7625, approving an agreed-to 4-year Memorandum of Understanding with the South Pasadena Public Services Employee’s Association (Part-Time), which contained a “re-opener clause” pertaining to Salary, under Paragraph 12(B).

**WHEREAS**, the reopener clause in the Memorandum of Understanding for each bargaining unit is substantially the same and states that the MOU (pertaining to salary) shall be subject to a reopener at the direction the City Council upon adoption by the City Council of a Resolution evidencing a finding by the Council for any of the fiscal years 2019-2020, 2020-2021, or 2021-2022 of:

a five percent (5%) or greater reduction in general fund revenues during the fiscal year for the period July 1 through December 31 compared to the immediately preceding same period of time; and /or the period January 1 through June 30 and the same preceding period of time; the decline, if any shall be measured by receipts during the applicable period of time; revenue reductions attributed to state withholding of local funds shall be included in measuring the five percent reduction.

**WHEREAS**, due to the unprecedented COVID-19 pandemic, resulting in state and local declarations of emergency mandating stay-at-home orders and the extended closure of many businesses and City for-fee services, the City has lost sales tax revenues, users fees and rentals, which together comprise a reduction of 13.3% in general fund revenues receipts during January 1, 2020 through June 30, 2020, over the previous fiscal year with the revenue reductions continuing through July 31, 2020;

**WHEREAS**, 75% of general fund expenses are attributable to personnel costs; and

**WHEREAS**, it is not financially prudent nor consistent with the City's general fund reserve policy to spend down reserves for non-capital investments, or on-going deficits, and it is anticipated that without a reduction in expenditures, the City will have insufficient revenues to balance its budget or pay mandated costs; and

**WHEREAS**, while no one could have anticipated a worldwide pandemic such as COVID-19 and the resulting economic impacts of the declared state of emergency, it is necessary to meet and confer with all bargaining units to explore cost savings which may be realized through reductions in salary or through furloughs or other means subject to bargaining pursuant to the re-opener clauses in each Memorandum of Understanding.

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

**SECTION 1.** The forgoing findings as set forth in the Recitals above and true and correct and adopted by the City Council as its findings.

**SECTION 2.** The City Council hereby activates the re-opener clause for all bargaining units in order to begin the meet and confer process to explore costs savings sufficient to help close the budget gap caused by the loss of revenues due to the COVID-19 pandemic and state and local declarations of emergency.

**SECTION 4.** The City Clerk of the City of South Pasadena shall certify to the passage and adoption of this resolution and its approval by the City Council and shall cause the same to be listed in the records of the City.

**PASSED, APPROVED AND ADOPTED ON** this 19<sup>th</sup> day of August, 2020.

\_\_\_\_\_  
Robert S. Joe, Mayor

**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Evelyn G. Zneimer, City Clerk  
(seal)

\_\_\_\_\_  
Teresa L. Highsmith, City Attorney

**I HEREBY CERTIFY** the foregoing resolution was duly adopted by the City Council of the City of South Pasadena, California, at a regular meeting held on the 19<sup>th</sup> day of August, 2020, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAINED:**

\_\_\_\_\_  
Evelyn G. Zneimer, City Clerk  
(seal)



# City Council Agenda Report

ITEM NO. 17

**DATE:** August 19, 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, Authorizing the Expansion of the Al Fresco Dining and Retail Program to Include the Use of the Public Right-of-Way, 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. Authorizing the expansion of the Al Fresco Dining and Retail Program to include the use of the public right-of-way for outdoor dining and retail;
3. 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.

On June 17, 2020, the City Council adopted Resolution No. 7675, superseding the prior Resolutions and continuing the declaration of local emergency and reinstating the parking pass program, including the potential for citations for parking violations, effective July 6, 2020.

On August 12, 2020, the Los Angeles County Health Officer amended the local “Reopening Safer at Work and in the Community for Control of COVID-19,” moving the County of Los Angeles to into Stage 3 of California’s Pandemic Resilience Roadmap, consistent with the state Public Health Officer Order of July 13, continuing restrictions on public gatherings and private businesses, while limiting residents’ exposure, due to a “significant increase in the spread of COVID-19.”



## Declaration of Local Emergency

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On August 4, 2020, the Los Angeles County Board of Supervisors unanimously approved an ordinance to cap fees charged to restaurants by third-party delivery services, such as Postmates, Door Dash, Grub Hub and Uber Eats.

On August 5, 2020, the City Council adopted Resolution No. 7669, to continue the proclamation of a local emergency and adding regulations for the expansion of the Al Fresco Dining and Retail Program and adopting by reference the Los Angeles County Ordinance Capping Fees for third-party delivery platforms for food delivery.

Pursuant to Government Code Section 8630(c), the City Council shall review the continuing need for the declaration of local emergency at least once every 60 days until the local emergency is terminated.

The proposed updated resolution would expand the Al Fresco Dining and Retail Pilot Program to “Phase 2,” to include the use of the public right-of-way for outdoor dining and retail purposes to support local businesses during the pandemic. The definition of retail includes personal services, such as salons, and health facilities, such as gyms. Staff will review and approve the use of parking lanes and low volume side streets in the public right-of-way where feasible and implement a traffic control plan with K-rated concrete barriers. Additional uses within a travel lane or higher volume side streets will be subject to a traffic study and will be brought to the City Council for future consideration following completion of the necessary traffic studies.

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.

### **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 revised on May 7, 2020 and May 29, 2020 respectively, with a the state Public Health Officer updated Order issued on July 13, 2020 for

Declaration of Local Emergency

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the closure of certain businesses and other public places, due to a “significant increase in the spread of COVID-19.”

**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 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.

**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. City Council Resolution No. \_\_\_\_\_

**ATTACHMENT 1**  
City Council Resolution No. \_\_\_\_\_

**RESOLUTION NO. \_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA, CALIFORNIA, CONTINUING ITS PROCLAMATION OF A LOCAL EMERGENCY DUE TO THE OUTBREAK OF COVID-19, ADDING REGULATIONS TO FACILITATE EXPANSION OF THE AL FRESCO DINING AND RETAIL PROGRAM, INCLUDING SUSPENSION OF OUTDOOR DINING PERMIT FEE, ADOPTION BY REFERENCE OF LOS ANGELES COUNTY ORDINANCE LIMITING THIRD-PARTY DELIVERY CHARGES FOR TAKE-OUT FOOD ORDERS, 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,” 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**, on June 17, 2020, the South Pasadena City Council adopted Resolution No. 7657, proclaiming the continuation of a local emergency and clarifying that 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; resuming the City’s Parking Pass Program, and creating the Al Fresco Dining and Retail Program; and

**WHEREAS**, on July 18, 2020, the Los Angeles County Public Health Officer issued a revised Order regarding Reopening Safer and Work and specifying what businesses and services can be open either for inside shopping or outdoor pick-up only, what businesses can be open only by outside service, and what businesses and services are closed; and

**WHEREAS**, on August 5, 2020, the South Pasadena City Council adopted Resolution No. 7669, proclaiming the continuation of a local emergency and clarifying that any local regulations on public gatherings or private facilities as permissive as the Los Angeles County Health Officer’s July 18, 2020 order and any subsequent Los Angeles County Health Officer orders; resuming the City’s Parking Pass Program, and expanding the Al Fresco Dining and Retail Program; and

**WHEREAS**, on August 12, 2020, the Los Angeles County Public Health Officer issued a revised Order, attached as Attachment A, regarding Reopening Safer and Work.

**WHEREAS**, Section 6 of the Los Angeles County Health Officer’s August 12, 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**, 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 August 12, 2020 order, attached as Attachment A, 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 August 12, 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, and to comply with the current and any subsequent Los Angeles County Health Officer orders.

**SECTION 9. Protection of Affected Tenants.** The July 21, 2020 Resolution 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 Attachment C, 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. In order to facilitate outdoor dining, the City's Outdoor Dining Permit Fee is waived for the duration of the Al Fresco Dining and Retail Program. Additionally, the City Manager or her designee has the discretion to relocate ADA parking spaces to other public right-of-way space or public facilities in order to facilitate the potential use of street frontage for outdoor dining spaces for applicants to the Al Fresco Dining and Retail Program.

**SECTION 14. Capping Fees on Third-Party Delivery Services for Restaurants and Food Establishments.** The August 4, 2020 Los Angeles County Ordinance (Attachment D) establishing a twenty percent cap on total fees including a fifteen percent cap on delivery fees that a food delivery platform may charge to restaurants, prohibiting reduction of delivery driver compensation as a result, and requiring disclosures to be made by the food delivery platform to customers, in response to the COVID-19 health emergency is adopted by reference and incorporated into this Resolution.

**SECTION 15. 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 16. 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 17. 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 18. 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 19. Cost Accounting.** City staff will continue to account for their time and expenses related to addressing the local emergency caused by COVID-19.



**SECTION 20. 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 21. Supersedes.** This Resolution restates and supersedes the declaration of emergency set forth in Resolution No. 7657.

**SECTION 22. 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 23. 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 5th day of August, 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 5th day of August, 2020, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAINED:**

\_\_\_\_\_  
Evelyn G. Zneimer, City Clerk  
(seal)

## **Attachment A**

**REOPENING SAFER AT WORK AND IN THE COMMUNITY  
FOR CONTROL OF COVID-19  
MOVING THE COUNTY OF LOS ANGELES INTO  
STAGE 3 OF CALIFORNIA'S PANDEMIC  
RESILIENCE ROADMAP**

Revised Order Issued: **August 12, 2020**

**Recent Update**

**8/12/20**—Updated to do the following:

- Clarify when elementary schools may seek a waiver to conduct in-person instruction in elementary schools for grades TK-6.
- Update operations for childcare facilities to specify childcare must be carried out in stable groups of 12 or fewer children in the same group each day, instead of 10.
- Align with new guidance for Institutes of Higher Education.
- Updated revision dates on last page, "Appendices at a Glance."

**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, May 7, July 13, and July 17, 2020.

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. Further, 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. 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 over both the nose and mouth when in or likely to be in contact with others, to lower the risks of person-to-person contact for themselves and others.

This Order is issued to align the County of Los Angeles (County) with State Executive Orders and State Health Officer Orders. This Order will be revised in the future to reflect the State Executive Orders and State Public Health Officer Orders and guidance 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, and that may also progressively close specific activities and business sectors based on increases in daily reported COVID-19 cases, hospitalizations, and the testing positivity rates. 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. **Changes from the previous Order are highlighted.**

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 that must follow their respective City Health Officer orders and guidance. 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 order to immediately address the serious recent regression of COVID-19 Indicators within the County of Los Angeles, which show troubling and substantial increases in new daily reported COVID-19 cases, hospitalizations, and the testing positivity rate, this Order requires the immediate temporary closure of specific activities and business sectors. This Order aligns the County with both the Governor's July 13, 2020, announcement requiring the closure of specific activities and business sectors and the State Public Health Officer's phased reopening approach guided by the California Pandemic Resilience Roadmap. The Health Officer will continue to 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 Order, beginning June 19, 2020, requires all persons wear a cloth face covering over both the nose and mouth whenever they leave their place of residence and are or can be in contact with or walking near or past others who are non-household members in both public and private places, whether indoors or outdoors. This includes wearing a cloth face covering when patronizing a business. Wearing a cloth face covering 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.
    - i. In the event that an owner, manager, or operator of any business knows of three (3) or more cases of COVID-19 among their employees 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.
    - ii. In the event that an owner, manager, or operator of any business is informed that one or more employees of the business has tested positive for, or has symptoms consistent with COVID-19 (case), the employer must have a protocol to require the case(s) to isolate themselves at home and require the immediate self-quarantine of all employees that had a workplace exposure to the case(s).
  - d) Pursuant to the State of California’s action<sup>1</sup> and the United States District Court Central District of California’s order,<sup>2</sup> 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.

<sup>1</sup> 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

<sup>2</sup> 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.

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, volunteers, or contractors to continue providing and carrying out any Essential Governmental Functions. All Essential Governmental Functions should be performed in compliance with Social (Physical) Distancing **Protocol**, 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 closure 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) Lounges and nightclubs;
  - b) Bars, breweries, tasting rooms, craft distilleries, and wineries that possess a valid low risk restaurant public health permit issued by the County of Los Angeles.
  - c) Brewpubs, craft distilleries and breweries and wineries, with premises set aside for beer and/or wine tasting, that are exempt from the definition of a food facility by California Health and Safety Code Section 113789(c)(5), and do not hold a health permit for preparing and serving food on site.
  - d) Public entertainment venues: movie theaters, live performance theaters, concert venues, theme parks, and festivals;

- e) Family entertainment centers such as bowling alleys, arcades, miniature golf, and batting cages;
  - f) All restaurants, but only for indoor, in-person onsite dining until further notice;
  - g) Cardrooms, satellite wagering facilities, and racetrack onsite wagering facilities until further notice;
  - h) Indoor and outdoor playgrounds for children, except those located within a school or childcare center;
  - i) Indoor portions and exhibits of museums, zoos and aquariums are closed to the public until further notice;
  - j) Hot tubs, steam rooms and saunas not located on a residential property;
  - k) All events and gatherings, unless specifically allowed by this Order.
8. All Essential Businesses, unless specific modifications are required by this Order, 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, all indoor portions and operations must cease in-person operations until further notice. Non-essential office-based businesses whose operations require employees to work from an



office worksite, and that this Order does not identify as an Essential Business, Healthcare Operation, or Essential Infrastructure, may operate via telework and for Minimum Basic Operations only. Essential Businesses, Healthcare Operations, or Essential Infrastructure whose operations require that employees operate from an office worksite, must require employees to telework to the extent feasible and any in-person operations must be in accordance with 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, all indoor portions and operations must close to the public until further notice. Businesses located entirely within the interior of an Indoor Mall or Shopping Center that are not temporarily closed pursuant to Paragraph 7 of this Order, may offer goods and services via outdoor curbside pick-up. Businesses or activities that are part of an Indoor Mall or Shopping Center and that are not closed pursuant to Paragraph 7 of this Order, but that are accessible by the public from the exterior of the Indoor Mall or Shopping Center may remain open to the public. 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) Hair salons and barbershops, may be open for outdoor operations only. The indoor portions of hair salons and barbershops must be closed to the public until further notice. 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**.

9.5. The State Public Health Officer has provided guidance for certain sectors, businesses and activities in Stage 3 of the California Pandemic Resilience Roadmap to conditionally reopen **with workplace and operational modifications**. The Health Officer, after considering local epidemiological data and after consultation with the Board of Supervisors, approves the reopening of the following specific sectors, businesses and activities subject to the following conditions:

- a) Music, film and television production. Operations for music, film and television production may resume on June 12, 2020. The owner, manager, or operator of music, film and television production must, prior to reopening, prepare, implement and post the required Los Angeles County Department of Public Health Reopening Protocol for Music, Film and Television Production, attached to this Order as **Appendix J**, as well as abide by applicable industry-generated protocols.
- b) Day camps. Day camps may reopen on June 12, 2020. Day camp owners and operators must implement and post the required Los Angeles County Department of Public Health Reopening Protocol for Day Camps, attached to this Order as **Appendix K**.

- c) Fitness facilities. Fitness facilities, including private gymnasiums, may be open for outdoor operations only. The indoor portions of Fitness facilities are closed to the public until further notice. The owner, manager, or operator of fitness facilities must, prior to reopening, prepare, implement and post the required Los Angeles County Department of Public Health Reopening Protocol for Gyms and Fitness Establishments, attached to this Order as **Appendix L**.
- d) Outdoor portions of museums, galleries, botanical gardens, and outdoor facilities at zoos, aquariums, and other similar exhibition spaces (collectively, "Museums") may remain open to the public. The indoor portions of Museums are closed to the public until further notice. The owner, manager, or operator of Museums and exhibition spaces must, prior to reopening, prepare, implement and post the required Los Angeles County Department of Public Health Reopening Protocol for Museums, Galleries, Zoos, and Aquariums, attached to this Order as **Appendix M**.
- e) Professional sports without audiences. Professional sports teams and franchises may restart operations and competitions without audiences on June 12, 2020. The owner, manager, or operator of professional sports teams and franchises must, prior to reopening, prepare, implement and post the required Los Angeles County Department of Public Health Protocol for Professional Sports Leagues and Facilities Opening for Training Sessions and Spectator-Free Events, attached to this Order as **Appendix N**, as well as abide by applicable industry-generate protocols.
- f) Campgrounds, RV Parks and associated outdoor activities. Campgrounds and recreational vehicle parks may reopen on June 12, 2020. The owner, manager, or operator of campgrounds and RV Parks must, prior to reopening, prepare, implement and post the required Los Angeles County Department of Public Health Reopening Protocol for Campgrounds, RV parks and Cabin Rental Units, attached to this Order as **Appendix O**.
- g) Schools (K-12) and School Districts. The State Public Health Officer requires all public and private schools (K-12) and school districts within the County of Los Angeles to remain closed to in-person learning until the County of Los Angeles has been off of the State's County Monitoring List for 14 consecutive days. Schools (K-12) and School Districts may conduct distance learning only. Elementary schools may seek a waiver, when recommended by the State Public Health Officer or as permitted by the County Health Officer. Schools (K-12) and School Districts that are permitted to reopen for in-person learning must follow the Reopening Protocols for K-12 Schools and the Protocol for COVID-19 Exposure Management Plan in K-12 Schools, attached to this Order as **Appendices T1 & T2**.
- h) Personal Care Establishments. These establishments include nail salons, tanning salons, esthetician, skin care, and cosmetology services; electrology, body art professionals, tattoo parlors, and piercing shops; and massage therapy (in non-healthcare settings), and may be open for outdoor operations only. The indoor portions of personal care establishments are closed to the public until further notice. The owner, manager or operator of a personal care

establishment must, prior to reopening, prepare, implement and post the required Los Angeles County Department of Public Health Reopening Protocol for Personal Care Establishments, attached to this Order as **Appendix R**.

- i) **Institutes of Higher Education.** Colleges and universities in Los Angeles County will not be able to resume all in-person academic instruction, at this time. Institutions may continue to offer in person training and instruction for essential workforce for required activities that cannot be accomplished through virtual learning. All other academic instruction must continue to be done via distance-learning as specified in the County's Protocols for Institutes of Higher Education attached to this Order as **Appendix U**. Faculty and other staff may come to campus for the purpose of providing distance learning, and other activities related to the purposes above, as well as maintaining minimum basic operations. The institution must comply with all relevant portions of the County's Protocols for Institutes of Higher Education to maximize safety for all employees, also noted in Appendix U.

### **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 August 11, 2020, there have been at least 211,808 cases of COVID-19 and 5,057 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 until recently 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. Unfortunately, the daily number of new cases has significantly increased and hospitals within the County are admitting an increasing number of patients diagnosed with COVID-19, including patients with severe illness in their intensive care units. Further, the hospitals are at risk of being overwhelmed or exceeding capacity. Moreover, 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. The recent regression of some of these COVID-19 Indicators – specifically related to hospital utilization and capacity – makes it appropriate, at this time, to reimpose certain restrictions that are intended to limit person-to-person contact and slow the current rates of community transmission. 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, obtaining medical supplies or medication, visiting a

- physician or child's pediatrician for routine care, such as, well-child visits and vaccinations;
- 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 faith-based service is held outdoors. There is no maximum attendance for faith-based services that are held outdoors, provided that the attendees have enough space to observe strict Social (Physical) Distancing, including a minimum of six feet between attendees from different households, and are wearing cloth face coverings. Faith-based organizations holding in-person outdoor 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, piers, and beaches, and other open spaces must comply with any access or use restrictions separately 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 separately 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.



- iv. Swimming pools and splash pads in any non-residential setting may reopen on June 12, 2020, with the owner, manager, or operator of the swimming pool or splash pad implementing and posting the required Los Angeles County Department of Public Health Protocol for Swimming Pools. All hot tubs, saunas, and steam rooms located on non-residential property remain closed.
  - v. For-hire fishing, guided fishing, or small-group chartered boat trips may resume operating on June 12, 2020, with the owner, manager, or operator of the charter business implementing the required Los Angeles County Department of Public Health Protocol for Chartered Boats.
  - 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 protest as long as the protest is held outdoors. Outdoor protests are permitted without a limit on attendees. Persons participating in a protest must wear a cloth face covering and maintain physical distancing of six (6) feet between persons or groups of persons from different households at all times, as well as observe the Department of Public Health Protocol for Public Demonstrations.
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.
- 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);
- k. Laundromats, dry cleaners, and laundry service providers;
- l. Restaurants and other food facilities that prepare and serve food, but only for delivery, drive thru, carry out, and outdoor onsite table dining. Indoor dining is not

- permitted. Restaurants with a moderate risk or high risk restaurant permit issued by the County of Los Angeles Department of Public Health and other food facilities that provide in-person outdoor dining must follow the revised Department of Public Health Protocols for Restaurants, 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 **12** or fewer ("stable" means the same **twelve (12)** 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. Beginning June 12, 2020, these may reopen for tourism and individual travel, in adherence with the required



Los Angeles County Department of Public Health Reopening Protocol for Hotels, Lodging and Short-Term Rentals, attached to this Order as **Appendix P**;

- 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 whenever an individual leaves their home or place of residence, and when an individual is or can be in contact with or walking by or past others who are non-household members in both public and private places, whether indoors or outdoors. Wearing a cloth face covering over both the nose and mouth 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 face coverings to employees and contracted workers whose duties require close contact with other employees and/or the public. Those who have been instructed by their medical provider that they should not wear a face covering should wear a face shield with a drape on the bottom edge, to be in compliance with State directives, as long as their condition permits it. A drape that is form fitting under the chin is preferred. Masks with one-way valves should not be used.
  - g. Requiring that members of the public who enter the facility wear a face-covering over both the nose and mouth, 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/](http://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](http://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](http://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 for reopening with required modifications or closure at a pace designed to protect health and safety. Should local COVID-19 conditions warrant, the Health Officer may, after consultation with the Board of Supervisors, issue orders that are more restrictive than the guidance and orders issued by the State Public Health Officer.
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 **August 12, 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

**8/12/2020**

**Date**

## Appendices At-A-Glance

All DPH protocol is available at:

<http://www.publichealth.lacounty.gov/media/Coronavirus/>

**Appendix A:** Protocol for Social Distancing [Revised 7/3/2020]

**Appendix B:** Protocols for Retail Establishments Opening for In-person Shopping [Revised 7/18/2020]

**Appendix C:** Reopening Protocol for Warehousing, Manufacturing and Logistic Establishments [Revised 7/18/2020]

**Appendix D:** Protocols for Office Worksites [Revised 8/7/2020]

**Appendix E:** Protocols for Shopping Center Operators [Revised 7/17/2020]

**Appendix F:** Protocol for Places of Worship [Revised 7/17/2020]

**Appendix G:** Protocol for Vehicle-Based Parades [Revised 5/25/2020]

**Appendix H:** Reopening Protocol for Hair Salons and Barbershops [Revised 7/29/2020]

**Appendix I:** Protocol for Restaurants [Revised 7/18/2020]

**Appendix J:** Reopening Protocol for Music, Film, and Television Production [Revised 7/29/2020]

**Appendix K:** Reopening Protocol for Day Camps [Dated 7/31/2020]

**Appendix L:** Reopening Protocol for Gyms and Fitness Establishments [Revised 7/17/2020]

**Appendix M:** Reopening Protocol for Museums, Galleries, Zoos, and Aquariums [Revised 7/17/2020]

**Appendix N:** Protocol for Professional Sports Leagues and Facilities Opening for Training Sessions and Spectator-Free Events [Revised 7/17/2020]

**Appendix O:** Reopening Protocol for Campgrounds, RV parks and Cabin Rental Units [Revised 7/17/2020]

**Appendix P:** Reopening Protocol for Hotels, Lodging, and Short-Term Rentals [Revised 7/17/2020]

**Appendix Q:** [Rescinded 7/1/2020]

**Appendix R:** Reopening Protocol for Personal Care Establishments [Revised 7/29/2020]

**Appendix S:** [Rescinded 6/28/2020]

**Appendix T1:** Reopening Protocols for K-12 Schools [To be updated on 8/12/2020]

**Appendix T2:** Protocol for COVID-19 Exposure Management Plan in K-12 Schools [Revised 7/27/2020]

**Appendix U:** Reopening Protocol for Institutes of Higher Education [To be updated on 8/12/2020]

## **Attachment B**

**RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES FURTHER AMENDING AND RESTATING THE EXECUTIVE ORDER FOR AN EVICTION MORATORIUM DURING EXISTENCE OF A LOCAL HEALTH EMERGENCY REGARDING NOVEL CORONAVIRUS (COVID-19)**

**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**, ensuring that all people in the County continue to have access to running water during this public health crisis will enable compliance with public health guidelines advising people to regularly wash their hands, maintain access to clean drinking water, help prevent the spread of COVID-19, and prevent or alleviate illness or death due to the virus;

**WHEREAS**, ensuring that all customers in the County that receive power services from Southern California Edison and Southern California Gas Company (collectively, "Public Utilities") continue to have access to electricity so they are able to receive important COVID-19 information, keep critical medical equipment functioning, and utilize power, as needed, will help to prevent the spread of COVID-19 and prevent or alleviate illness or death due to the virus;

**WHEREAS**, on March 13, 2020, the Public Utilities announced that they will be suspending service disconnections for nonpayment and waiving late fees, effective immediately, for residential and business customers impacted by the COVID-19 emergency;

**WHEREAS**, on March 16, 2020, Governor Newsom issued Executive Order N-28-20 that authorizes local governments to halt evictions of 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 Chair'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**, on April 14, 2020, the Board further amended the Executive Order to: expand the County's Executive Order to include all incorporated cities with the County; include a temporary moratorium on eviction for non-payment of space rent on mobilehome owners who rent space in mobilehome parks; include a ban on rent increases in the unincorporated County to the extent permitted by State law and consistent with Chapters 8.52 and 8.57 of the County Code; and enact additional policies and make additional modifications to the Executive Order;

**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; the physical loss of, and damage to, businesses is resulting from the shutdown; and 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;

**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;

**WHEREAS**, loss of income as a result of COVID-19 may hinder County residents and businesses from fulfilling their financial obligations, including paying rent and making public utility payments, such as water and sewer charges;

**WHEREAS**, on May 12, 2020, the Board approved, and delegated authority to the Chair to execute, an Amended and Restated Executive Order that extends the Moratorium Period through June 30, 2020, unless further extended or repealed by the Board, and incorporates additional provisions, subject to approval as to form by County Counsel;

**WHEREAS**, on May 12, 2020, the Board determined to reevaluate the Executive Order every thirty (30) days to consider further extensions;

**WHEREAS**, on June 23, 2020, the Board extended the Moratorium Period through July 31, 2020;

**WHEREAS**, on June 30, 2020, Governor Newsom issued Executive Order N-71-20, extending the timeframe for the protections set forth in Executive Order N-28-20, that authorized local governments to halt evictions for renters impacted by the COVID-19 pandemic, through September 30, 2020;

**WHEREAS**, in the interest of public health and safety, as affected by the emergency caused by the spread of COVID-19, it is necessary for the Board to adopt this Resolution Further Amending and Restating the Executive Order for an Eviction Moratorium ("Resolution") related to the protection of life and property;

**WHEREAS**, the Board determined that an emergency continues to exist within the County threatening the lives, property and welfare of the County and its constituents; and



**WHEREAS**, to help ensure greater consistency among the jurisdictions, while maximizing tenant protections during this public health crisis, the County's eviction protections should be established as the baseline for all incorporated cities within Los Angeles County even in cities that have their own local eviction moratoria, if they do not include the same or greater tenant protections as the County's Moratorium.

**NOW, THEREFORE**, THE BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES DOES HEREBY PROCLAIM, RESOLVE, DETERMINE AND ORDER AS FOLLOWS:

- I. This Amended and Restated Executive Order incorporates all aspects, restrictions, and requirements of the Moratorium adopted by the Board, as ratified and amended on March 31, 2020, April 14, 2020, May 12, 2020, June 23, 2020, and July 21, 2020.
- II. The Moratorium Period is extended until September 30, 2020, unless further extended or repealed by the Board. The Board will reevaluate the need for further extensions every thirty (30) days.
- III. A temporary moratorium on evictions for non-payment of rent by residential or commercial tenants, or space rent by mobilehome owners, impacted by the COVID-19 crisis is imposed as follows:
  - a. Commencing March 4, 2020 through September 30, 2020, unless further extended or repealed by the Board, no residential or commercial property owner or mobilehome park owner (individually as "Landlord" and collectively as "Landlords") shall evict a residential or commercial tenant or mobilehome space renter (individually as "Tenant" and collectively as "Tenants") in the unincorporated County, and all incorporated cities within the County, for: (1) nonpayment of rent, late charges, interest, or any other fees accrued if the Tenant demonstrates an inability to pay rent and/or such related charges due to financial impacts related to COVID-19, the state of emergency regarding COVID-19, or following government-recommended COVID-19 precautions, and the Tenant has provided notice to the Landlord within seven (7) days after the date that rent and/or such related charges were due, unless extenuating circumstances exist, that the Tenant is unable to pay; or (2) reasons amounting to a no-fault eviction under the County Code, unless necessary for health and safety reasons. Cities that have local eviction moratoria in place are exempt from this Moratorium, except that this Moratorium shall apply to residential tenants, mobilehome space renters, and commercial tenants, respectively, in incorporated cities within the County whose local eviction moratoria does not address residential tenants, mobilehome space renters, or commercial evictions, and effective July 21, 2020, does not include the same or greater tenant protections as the provisions of this Moratorium.

1. "Financial impacts" means substantial loss of household income or loss of revenue or business for Tenants due to business closure, increased costs, reduced revenues, or other similar reasons impacting a business's ability to pay rent due, loss of compensable hours of work or wages, layoffs, or extraordinary out-of-pocket medical expenses.
  2. A financial impact is "related to COVID-19" if it was a result of any of the following: (a) a suspected or confirmed case of COVID-19, or caring for a household or family member who has a suspected or confirmed case of COVID-19; (b) lay-off, loss of compensable work hours, or other reduction or loss of income or revenue resulting from business closure or other economic or employer impacts of COVID-19; (c) compliance with a recommendation from the County's Health Officer to stay at home, self-quarantine, or avoid congregating with others during the state of emergency; (d) extraordinary out-of-pocket medical expenses related to diagnosis and testing for and/or treatment of COVID-19; or (e) child care needs arising from school closures related to COVID-19.
- b. No Landlord shall initiate an eviction proceeding during the Moratorium Period for nuisance or for unauthorized occupants or pets whose presence is necessitated by or related to the COVID-19 emergency. A commercial tenant includes, but is not limited to, a Tenant using a property as a storage facility for commercial purposes.
  - c. "No-fault eviction" refers to any eviction for which the grounds for terminating tenancy is not based on any alleged fault by the Tenant, including, but not limited to, those stated in Code of Civil Procedure section 1161 et seq., and Chapters 8.52 and 8.57 of the County Code.
  - d. Consistent with the provisions of this Paragraph III, this Moratorium applies to nonpayment eviction notices, no-fault eviction notices, rent increase notices, and unlawful detainer actions, served and/or filed, on or after March 4, 2020.
  - e. Commercial tenants with nine (9) employees or fewer, residential tenants, and mobilehome space renters shall have twelve (12) months to repay their Landlords for any amounts due and owing. Commercial tenants with ten (10) or more, but fewer than 100, employees shall have six (6) months to repay their Landlords for any amounts due and owing, in equal installments, unless the commercial tenant and Landlord agree to an alternate payment arrangement. This repayment shall begin at the conclusion of the Moratorium Period, as it may be further extended or repealed by the Board. Tenants and Landlords are encouraged to agree on a payment plan during this Moratorium Period, and nothing herein shall be construed to prevent a

Landlord from requesting and accepting partial rent payments, or a Tenant from making such payments, if the Tenant is financially able to do so.

- f. Commercial tenants with nine (9) employees or fewer, residential tenants, and mobilehome space renters may provide, and Landlords must accept, a self-certification of inability to pay rent, and are required to provide notice to the Landlord to this effect within the time-frame specified in this Paragraph III.
  - g. Landlords, and those acting on their behalf, are prohibited from harassing or intimidating Tenants for acts or omissions by Tenants permitted under this Moratorium.
  - h. This Moratorium addresses 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, the physical loss of, and damage to, businesses is resulting from the shutdown, and these businesses have lost the use of their property and are not functioning as intended.
  - i. Commencing June 1, 2020, commercial tenants that are multi-national, publicly-traded, or have more than 100 employees, are excluded from the protections of this Moratorium.
  - j. The Director of the Department of Consumer and Business Affairs ("DCBA"), or his designee, shall issue guidelines to aid in the implementation of the Moratorium, including but not limited to guidance regarding the ways in which Tenants can certify they are entitled to protection under the Moratorium, appropriate supporting documentation for Tenants not entitled to self-certify under the Moratorium, notice requirements, and procedures for utilizing dispute resolution services offered by DCBA, among other clarifications.
- IV. Landlords shall not increase rents for residential units and mobilehome spaces in the unincorporated County during the Moratorium Period, to the extent otherwise permitted under State law and consistent with Chapters 8.52 and 8.57 of the County Code.
- V. Landlords shall not impose any new pass-throughs otherwise permitted under Chapters 8.52 and 8.57 of the County Code, or charge interest or late fees on unpaid rent or other amounts otherwise owed, during the Moratorium Period. Landlords are prohibited from retroactively imposing or collecting any such amounts following the termination of the Moratorium.

- VI. The Los Angeles County Development Authority ("LACDA"), acting in its capacity as a local housing authority for the County, shall extend deadlines for housing assistance recipients and applicants to deliver records or documents related to their eligibility for programs, to the extent those deadlines are within the discretion of the LACDA.
- VII. The Director of DCBA, in collaboration with the Chief Executive Office ("CEO"), shall offer assistance to the State Department of Business Oversight to engage financial institutions to identify tools to be used to afford County residents relief from the threat of residential foreclosure and displacement, and to promote housing security and stability during this state of emergency.
- VIII. Grocery stores, gas stations, pharmacies and other retailers are requested to institute measures to prevent panic buying and hoarding essential goods, including, but not limited to, placing limits on the number of essential items a person can buy at one time, controlling entry to stores, and ensuring those at heightened risk of serious complications from COVID-19 are able to purchase necessities.
- IX. The Director of DCBA, in collaboration with the CEO and the Acting Director of Workforce Development, Aging, and Community Services ("WDACS"), shall convene representatives of utility and other service providers to seek a commitment from the providers to waive any late fees and forgo service disconnections for Tenants and small businesses who are suffering economic loss and hardship as a result of the COVID-19 pandemic.
- X. The Director of DCBA, the Acting Director of WDACS, and the Acting Executive Director of LACDA shall jointly establish an emergency office dedicated to assisting businesses and employees facing economic instability as a result of the COVID-19 pandemic. The joint emergency office shall be provided all of the necessary resources by DCBA and WDACS, and should include opening a dedicated hotline to assist businesses and employees, web-based and text-based consultations, and multilingual services. The County shall provide technical assistance to businesses and employees seeking to access available programs and insurance, and shall work directly with representatives from the State and federal governments to expedite, to the extent possible, applications and claims filed by County residents.
- XI. The Director of DCBA and the Acting Executive Director of LACDA shall assist small businesses in the unincorporated areas in applying for U.S. Small Business Administration ("SBA") loans that the President announced on March 12, 2020. SBA's Economic Injury Disaster Loans offer up to \$2 million in assistance for a small business. These SBA loans can provide vital economic support to small businesses to help overcome the temporary loss of revenue they are experiencing.

- XII. The Acting Executive Director of LACDA, or his designee, are hereby delegated authority to amend existing guidelines for any of its existing federal, State or County funded small business loan programs, including the Community Development Block Grant ("CDBG") matching funds, and to execute all related documents to best meet the needs of small businesses being impacted by COVID-19, consistent with guidance provided by the U.S. Economic Development Administration in a memo dated March 16, 2020 to Revolving Loan Fund ("RLF") Grantees for the purpose of COVID-19 and temporary deviations to RLF Administrative Plans, following approvals as to form by County Counsel.
- XIII. The Acting Director of WDACS shall work with the State of California, Employment Development Department, to identify additional funding and technical assistance for dislocated workers and at-risk businesses suffering economic hardship as a result of the COVID-19 pandemic. Technical assistance shall include, but not necessarily be limited to: assistance for affected workers in applying for unemployment insurance, disability insurance and paid family leave; additional business assistance for lay-off aversion and rapid response; and additional assistance to mitigate worker hardship as a result of reduced work hours or job loss due to the COVID-19 pandemic.
- XIV. The Director of DCBA and the Acting Director of WDACS, in collaboration with the CEO and the Acting Executive Director of LACDA, shall create a digital toolkit for small businesses and employees to assist them in accessing available resources, including, but not limited to, disaster loans, unemployment insurance, paid family leave, disability insurance, and layoff aversion programs.
- XV. The CEO's Center for Strategic Partnerships, in collaboration with the DCBA and its Office of Immigrant Affairs, and the Acting Director of WDACS, shall convene philanthropic partners to identify opportunities to enhance resources available to all small business owners and employees who may be unable or fearful to access federal and State disaster resources, including immigrants.
- XVI. The Executive Director of the Office of Immigrant Affairs, the CEO's Women + Girls Initiative, and the Department of Public Health's Center for Health Equity shall consult on the above directives to provide an immigration, gender, and health equity lens to inform the delivery of services and outreach.
- XVII. The Director of DCBA, the Acting Director of WDACS, and the Acting Executive Director of LACDA, or their respective designees, shall have the authority to hire and execute contracts for consultants, contractors, and other services, as needed, to provide consumer protection and support small businesses during the stated emergency to accomplish the above directives.
- XVIII. Violation of Paragraphs III, IV, or V of this Amended and Restated Executive Order shall be punishable as set forth in Chapter 2.68 of the County Code. In addition, this Amended and Restated Executive Order grants an affirmative defense in the

event that an unlawful detainer action is commenced in violation of said Paragraphs.

- XIX. That this Resolution shall take effect immediately upon its passage. Except as otherwise indicated, all provisions stated herein shall apply commencing March 4, 2020, and shall remain in effect until September 30, 2020, unless extended or repealed by the Board of Supervisors, or its designee.

XX. This Resolution Further Amending and Restating the Executive Order supersedes all previously issued resolutions and executive orders concerning an eviction moratorium or rent freeze within the County. It shall be superseded only by a duly enacted ordinance or resolution of the Board or a further executive order issued pursuant to Section 2.68.150 of the County Code.

The foregoing Resolution Further Amending and Restating the Executive Order for an Eviction Moratorium was adopted on the \_\_\_\_ day of \_\_\_\_\_ 2020, by the Board of Supervisors of the County of Los Angeles.

Board of Supervisors of the  
County of Los Angeles

By \_\_\_\_\_

Chair

APPROVED AS TO FORM:

MARY C. WICKHAM  
County Counsel

By: \_\_\_\_\_

Deputy

**Attachment C**



## **Al Fresco Dining and Retail Pilot Program: Temporary Use Permit, Encroachment Permit, Parking and Sidewalk Dining Permit Requirements**

The Planning Director, or their designee, shall have the authority to review and approve a Temporary Use Permit (TUP) for temporary outdoor dining and retail activities in accordance with South Pasadena Municipal Code (SPMC) Section 36.410.059. The Public Works Director, or their designee, shall have the authority to review and approve all Sidewalk Dining Permits. Use of on-street parking or street closures will be subject to a Temporary Encroachment Permit issued by the Public Works Department. The Public Works Director, or their designee, shall have the authority to review and approve the temporary use of the public right-of-way, including the parking lane, for outdoor dining and retail purposes. All temporary outdoor dining and retail activities (including personal services and health/fitness facilities) shall adhere to all applicable requirements set forth in the latest COVID-19 related order issued by the Los Angeles County Department of Public Health. All COVID-19-related permits will expire 90 days after the City's Local Emergency Declaration has been lifted.

### **Parking and Loading Spaces Reduction**

A temporary reduction of up to 50% of existing private parking or loading spaces, or as approved by the Planning Director, may be permitted to accommodate additional outdoor dining or retail activities under this program. The Public Works Director, or their designee, shall have the authority to review and approve the temporary use of the public right-of-way, including the parking lane, for outdoor dining and retail purposes. The use of a parking lane will be subject to mitigation measures, including the use of K-rated cement barricades, as outlined in a traffic management plan.

### **Outdoor Dining**

- A. Review requirement. A Temporary Use Permit is required for temporary outdoor dining or seating area for restaurants or other establishments with a public eating license. A TUP application for temporary outdoor dining or seating area shall contain a proposed site plan which shall identify the areas dedicated for outdoor dining and the maximum seating capacity for the outdoor dining area in accordance with applicable Public Health requirements. The following standards from the 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; or if the outdoor dining area is to be located within a sidewalk a Sidewalk Dining Permit shall be obtained.
  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 not exceed 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 not result in 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 issued by the Planning Director.
  - 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 Planning 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 Planning 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 Planning 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, unless otherwise authorized by the Public Works Director, or their designee. 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 a Temporary Encroachment Permit issued by 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 a Temporary 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.

**Attachment D**

## ANALYSIS

This ordinance adds to the Los Angeles County COVID-19 Worker Protection Ordinance by adding Chapter 8.203 to Title 8 – Consumer Protection, Business and Wage Regulations – of the Los Angeles County Code, establishing a cap on fees that a food delivery platform may charge to restaurants and requiring disclosures to be made by the food delivery platform to customers.

MARY C. WICKHAM  
County Counsel

By 

JASON CARNEVALE  
Deputy County Counsel  
Government Services Division

JC:eb

Requested: 6/9/20  
Revised: 7/14/20

**ORDINANCE NO. \_\_\_\_\_**

An ordinance adding Chapter 8.203 (Food Delivery Platforms) to Division 5 – COVID-19 Worker Protections of Title 8 – Consumer Protection, Business and Wage Regulations of the Los Angeles County Code, establishing a cap on fees that a food delivery platform may charge to restaurants and requiring disclosures to be made by the food delivery platform to customers.

The Board of Supervisors of the County of Los Angeles ordains as follows:

**SECTION 1.** Chapter 8.203 is hereby added to read as follows:

**Chapter 8.203 COVID – 19 Food Delivery Platforms**

**8.203.010 Purpose.**

**8.203.020 Definitions.**

**8.203.030 Prohibitions.**

**8.203.040 Disclosures.**

**8.203.050 Enforcement.**

**8.203.060 No Waiver of Rights.**

**8.203.060 Severability.**

**8.203.070 Report.**

**8.203.010 Purpose.**

As a result of the COVID-19 pandemic, restaurants and food establishments are confronting significant economic insecurity. The Los Angeles County Health Officer's "Safer at Home" orders restricted in-person dining at restaurants leading to a surge in the use of third-party food delivery platforms. In addition to fees that may be charged to

the customer, the food delivery platforms also charge restaurants and food establishments fees, which may not be obvious or transparent to the customer. Restaurants and food establishments have limited bargaining power to negotiate lower fees with the food delivery platforms and must accept these fees or risk closure. Restaurants and food establishments are essential to the public health and welfare, particularly during the upheaval resulting from the pandemic. Therefore, the County hereby enacts legal protections for the restaurants and food establishments by addressing the fees that food delivery platforms may charge restaurants and food establishments and requiring disclosure of such fees to customers.

**8.203.020                      Definitions.**

The following definitions shall apply to this Chapter:

- A. "County" means the unincorporated areas of the County of Los Angeles.
- B. "Customer" means any person, firm, or association who makes use of a Food Delivery Platform for the purpose of obtaining Food from a Restaurant.
- C. "Delivery Fee" means a fee charged by a Food Delivery Platform to a Restaurant for the act of delivering the Food from the Restaurant to a Customer. The term does not include any other fee or cost that may be charged by the Food Delivery Platform to a Restaurant, such as listing, subscription, or advertising fees, or fees related to processing an Online Order, including, but not limited to, service fees, fees for facilitating customer pick-up, and credit card processing fees.
- D. "Food" shall have the same meaning as set forth in Section 11.02.250 of the Los Angeles County Code.

E. "Food Delivery Platform" means any person, firm, or association that utilizes an online website, mobile application, or other similar presence to interact with Customers, to act as an intermediary between its Customers and a Restaurant, and offers or arranges for the sale, delivery, or pick-up of Food sold or prepared by a Restaurant located in the County.

F. "Online Order" means an order placed by a Customer through or with the assistance of a Food Delivery Platform, including telephone orders, orders made over the internet through a website, and orders made via a mobile application, for delivery to, or pick-up by, the Customer.

G. "Purchase Price" means the price for the items contained in an Online Order, minus any applicable coupon or promotional discount provided to the Customer by the Restaurant through the Food Delivery Platform. This definition does not include taxes, gratuities, or any other fees or costs that may make up the total amount charged to the Customer of an Online Order.

H. "Restaurant" shall have the same meaning as set forth in Section 8.04.400 of the Los Angeles County Code.

I. "Worker" means any person working for a Food Delivery Platform, including as an employee or an independent contractor.

**8.203.030 Prohibitions.**

A. It shall be unlawful for a Food Delivery Platform to charge a Restaurant any combination of fees, commissions, or costs that totals more than 20 percent of the



Purchase Price of each Online Order. Fees, commissions, or costs includes a Delivery Fee.

B. It shall be unlawful for a Food Delivery Platform to charge a Restaurant a Delivery Fee that totals more than 15 percent of the Purchase Price of each Online Order.

C. It shall be unlawful for a Food Delivery Platform to charge a Restaurant a Delivery Fee for an Online Order that does not involve the delivery of Food.

D. It shall be unlawful for a Food Delivery Platform to charge a Restaurant any fee, commission, or cost other than as permitted in Subsections A through C, above.

E. It shall be unlawful for a Food Delivery Platform to reduce the compensation, including any tip or gratuity, paid to any Worker as a result of the Prohibitions in this Chapter.

**8.203.040 Disclosures.**

A. A Food Delivery Platform shall disclose to the Customer an accurate, clearly identified, and itemized cost breakdown for each and every Online Order, including the following:

1. The Purchase Price of any Food.
2. Each and every fee, commission, or cost charged to the Customer.
3. Each and every fee, commission, or cost charged to the

Restaurant, including any Delivery Fee.

4. Any tip or gratuity authorized by the Customer to be paid to the Worker delivering the Food.

B. None of the fees, commissions, or costs in Subsection A, above, may be combined together.

**8.203.050 Enforcement.**

A. A Restaurant, Customer or Worker claiming a violation of this Chapter may bring an action in Superior Court of the State of California against a Food Delivery Platform and may be awarded:

1. All actual damages suffered.
2. Other legal or equitable relief the court may deem appropriate.
3. The court shall award reasonable attorneys' fees and costs to a

Restaurant, Customer, or Worker who prevails in any such enforcement action. If a Restaurant, Customer, or Worker fails to prevail against a Food Delivery Platform, a court may award reasonable attorneys' fees and costs to the Food Delivery Platform upon a determination by the court that the action was frivolous.

B. A civil action alleging a violation of any provision of this Chapter shall commence only after the following requirements have been met:

1. The Restaurant, Customer or Worker provides written notice to the Food Delivery Platform of the specific Section of this Chapter which is alleged to have been violated and the facts to support the alleged violation; and

2. The Food Delivery Platform is provided 45 days from the date of receipt of the written notice to cure any alleged violation.

**8.203.060                      No Waiver of Rights.**

Except for a collective bargaining agreement provision, any waiver by a Worker of any or all provisions of this Chapter shall be deemed contrary to public policy and shall be void and unenforceable. Other than in connection with the bona fide negotiation of a collective bargaining agreement, any request by a Food Delivery Platform to a Worker to waive rights given by this Chapter shall be a violation of this Chapter.

**8.203.070                      Severability.**

If any subsection, sentence, clause or phrase of this Chapter is for any reason held to be invalid or unconstitutional by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Chapter. The Board of Supervisors hereby declares that it would have adopted this Chapter and each and every subsection, sentence, clause and phrase thereof not declared invalid or unconstitutional, without regard to whether any portion of the Chapter would be subsequently declared invalid or unconstitutional.

**8.203.080                      Report.**

Within 90 days of the expiration of the "Safer at Home" order issued by the Los Angeles County Health Officer restricting indoor in-person dining at Restaurants, the Chief Executive Office shall report to the Board of Supervisors on the effectiveness of the provisions of this Chapter, recommendations for additional protections that

further the intent of this Chapter, and whether the provisions of this Chapter are still necessary based on the County's recovery from the impacts of the COVID-19 pandemic.

[CH8203CCJC]



# City Council Agenda Report

ITEM NO. 18

**DATE:** August 19, 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:** **Public Hearing for First Reading and Introduction of an Ordinance to Add Article IX (Pool Maintenance) to Chapter 17 (Health and Sanitation) of the South Pasadena Municipal Code.**

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## **Recommendation**

It is recommended that the City Council conduct a public hearing for first reading and introduction of an Ordinance to add Article IX (Pool Maintenance) to Chapter 17 (Health and Sanitation) of the South Pasadena Municipal Code (SPMC).

## **Discussion/Analysis**

In 2019, the San Gabriel Valley Mosquito and Vector Control District (SGVMVCD) conducted an aerial surveillance and found that 7,486 properties in the San Gabriel Valley included unmaintained or non-functional swimming pools. Approximately, 1,348 of those swimming pools are likely breeding grounds for mosquitoes and pose a harmful public health risk. On October 24, 2019, the San Gabriel Valley Council of Governments adopted a resolution to encourage member cities to adopt a pool ordinance, in an effort to reduce mosquito-borne illnesses. The proposed ordinance would enable increased code enforcement and abatement of improperly maintained residential swimming pools. Article IX (Pool Maintenance) would specifically:

- Require owners to regularly and continuously maintain their pools so that the water remains clear and circulating; or fully drained and kept dry at all times;
- Allow the City to conduct inspections if there is reasonable cause that an unmaintained pool exists;
- Establish that unmaintained pools are unlawful;
- Allow the City to conduct emergency abatement of an imminently hazardous unmaintained pool; and
- Allow the City to issue administrative citations for unmaintained pools.

## **Next Steps**

1. September 2, 2020 - Second Reading and Adoption of Ordinance
2. October 2, 2020 - Ordinance shall take effect (thirty days after its adoption)

Public Hearing for First Reading and Introduction of an Ordinance to Add Article IX (Pool Maintenance) to Chapter 17 (Health and Sanitation) of the South Pasadena Municipal Code  
August 19, 2020  
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**Background**

The SGVMCD is a special district public health agency that provides mosquito and vector control for residents and cities in the San Gabriel Valley. The agency aims to protect residents from vector-borne diseases, educate residents regarding health information, and combat outbreaks of mosquito-borne illnesses.

**Legal Review**

The City Attorney has reviewed this item.

**Fiscal Impact**

The Planning and Community Development Department is budgeted for a full-time Community Improvement Coordinator that will implement this new program. The position is fully funded and is capable of enforcing the program requirements.

**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: Ordinance Adding Article IX Pool Maintenance to the SPMC

**ATTACHMENT 1**  
**Ordinance Adding Article IX Pool Maintenance to  
the SPMC**

**ORDINANCE NO. ???**

**AN ORDINANCE OF THE CITY COUNCIL OF SOUTH PASADENA, CALIFORNIA, ADDING ARTICLE IX (POOL MAINTENANCE) TO CHAPTER 17 (HEALTH AND SANITATION) OF THE SOUTH PASADENA MUNICIPAL CODE TO PREVENT THE SPREAD OF VECTOR-BORNE DISEASES**

**WHEREAS**, the San Gabriel Valley Mosquito and Vector Control District (SGVMVCD) is a special district public health agency that protects residents of the San Gabriel Valley from vector-borne diseases and educates residents regarding important public health information;

**WHEREAS**, an aerial surveillance conducted by SGVMVCD in 2019 discovered 7,486 properties in the San Gabriel Valley had potential unmaintained and non-functional swimming pools, with 1,348 of those swimming pools likely to be breeding grounds for mosquitoes;

**WHEREAS**, SGVMVCD issued a number of notices to those properties, and found some of them to be uncooperative;

**WHEREAS**, SGVMVCD suggested pursuing a collaborative regional swimming pool code enforcement ordinance for its member cities to have formalized administrative procedures to abate a potential public nuisance caused by uncooperative residents;

**WHEREAS**, on October 24, 2019, the San Gabriel Valley Council of Governments (SGVCOG) adopted Resolution 19-46 encouraging its member cities to adopt a collaborative regional swimming pool code enforcement ordinance; and

**WHEREAS**, South Pasadena is a member of SGVMVCD and SGVCOG.

**NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA, CALIFORNIA, DOES HEREBY ORDAIN AS FOLLOWS:**

**SECTION 1. Recitals.** The Recitals above are true and correct and incorporated herein by this reference.

**SECTION 2. Text Amendment.** Article IX (Pool Maintenance) of Chapter 17 (Health and Sanitation) of the South Pasadena Municipal Code is added to read as follows:

**ARTICLE IX. POOL MAINTENANCE**

17.95 - Title.

This chapter shall be known as the City of South Pasadena Pool Maintenance ordinance.

17.96 - Findings and purpose.

The city council finds and declares as follows:



- (a) Stagnant sources of water create breeding grounds for mosquitoes, which are capable of transmitting the causative agents of human diseases.
- (b) Inadequately maintained swimming pools are a significant source of stagnant or standing bodies of water within the city.
- (c) It is the purpose and intent of this chapter to protect public health, safety and welfare by developing regulations that will promote the maintenance of swimming pools in the city in a healthful, sanitary and safe condition.
- (d) It is further the purpose and intent of this chapter to establish administrative procedures to cause the swift abatement of inadequately maintained swimming pools.

17.97 - Definitions.

"City" means the city of South Pasadena

"Code" means the South Pasadena Municipal Code, and laws incorporated therein by reference, as well as any adopted and uncodified ordinances.

"City manager" means the South Pasadena city manager and/or his or her authorized designee(s).

"Owner" means and includes any person having legal title to any real property in the city, including all persons shown as owners on the last equalized assessment roll of the county assessor's office. Owner also includes any person with powers of attorney, executors of estates, trustees, or who are court appointed administrators, conservators, guardians or receivers.

"Person," for purposes of this chapter, means and includes any individual, partnership of any kind, corporation, limited liability company, association, joint venture or other organization or entity, however formed, as well as trustees, heirs, executors, administrators, assigns and any public entity or agency that acts as an owner in the city.

"Pool" means any swimming pool, whether above-ground or in-ground. For purposes of this chapter, "pool" also includes any above-ground or in-ground hot tub or spa, ornamental pond, fountain, bird bath, or any other man-made structure or fixture capable of collecting water.

"Property" or "premises" means any privately-owned real property in the city on which a pool, as defined in this chapter, is present.

"Responsible person" means any person, whether an owner as defined in this chapter, or a person who leases, rents, occupies or has charge, control or possession of property, who allows, causes, creates, maintains, suffers or permits the presence of a pool that is not maintained in compliance with the provisions of this chapter, by any act or the omission of an act or duty. The actions or inactions of a responsible person's agent, employee, representative or contractor may be attributed to that responsible person.

17.98- Enforcement; administration.

- (a) The city manager is hereby authorized and directed to enforce the provisions of this chapter.

- (b) The city manager is authorized to designate certain city personnel to assist in the enforcement of this chapter. The designees shall have such enforcement powers as are delegated by the city manager.

17.99- Inspections; right of entry.

- (a) The city manager is authorized to make such inspections and take such actions as may be required to enforce the provisions of this chapter. Authorized inspections shall be limited to exterior portions of premises.
- (b) When it is necessary to make an inspection to enforce the provisions of this chapter, or when the city manager has reasonable cause to believe that there exists on a premises a pool that is not maintained in compliance with the provisions of this chapter, the city manager may enter the premises at reasonable times to inspect.
  - (1) If the property is occupied, the city manager shall, before entering the premises, present proper credentials and request entry, explaining his or her reasons for the inspection.
  - (2) If the property is unoccupied, the city manager shall first make a reasonable effort to locate the owner or other responsible person, as defined in this chapter, and request entry, explaining his or her reasons for the inspection.
  - (3) If consent to entry is refused or otherwise cannot be obtained, the city manager shall have recourse to every remedy provided by law to secure lawful entry and inspect the premises, including, but not limited to, securing an inspection warrant pursuant to California Code of Civil Procedure Sections 1822.50 through 1822.57.
  - (4) Notwithstanding the foregoing, if the city manager has reasonable cause to believe that a pool is in such a condition as to pose an imminent hazard to public health and safety, the city manager shall have the right to immediately enter and inspect the premises, and may use any reasonable means required to effectuate the entry and inspection.

17.100 - Pool maintenance required; maintenance standards; owners' responsibility.

- (a) Owners, as defined in this chapter, shall, at all times, regularly and continuously maintain a pool in one of the following manners:
  - (1) The pool shall be filtered and treated so the water remains clear and circulating;
  - (2) The pool shall be fully drained and kept dry at all times.
- (b) Any pool that is not maintained in conformance with subsection a. shall be deemed an "unmaintained pool."
- (c) Notwithstanding any provision of a lease or rental agreement, or other occupancy contract or agreement, which assigns pool maintenance duties to a lessee, tenant or occupant, an owner shall be deemed responsible for the regular and continuous maintenance of his or her pool in accordance with subsection a.

17.101 - Violation; public nuisance; penalty.

- (a) The city council finds and declares that it is unlawful for any responsible person, as defined in this chapter, to allow, cause, create, suffer or permit the presence of an unmaintained pool on his or her property.
- (b) The city council finds and declares that an unmaintained pool constitutes a public nuisance subject to abatement.
- (c) Any person violating the provisions of this chapter is subject to the penalty provisions set forth in chapter 24.

17.102 - Abatement; emergency abatement of an imminently hazardous unmaintained pool.

- (a) The city manager may cause an unmaintained pool to be abated, in accordance with the procedures set forth in this article.
- (b) The city manager may seek emergency abatement of an unmaintained pool if it is determined that the pool creates an imminent hazard to public health, safety or welfare. Evidence of an imminently hazardous pool shall include, but not be limited to, the presence of mosquitoes, mosquito larvae, bacterial growth or algae, or water which is unclear, murky, clouded, green or discolored.

17.103 - Administrative citations.

- (a) The city manager may issue an administrative citation to a responsible person who causes, allows, suffers or permits the presence of an unmaintained pool. Issuance of a citation shall be in accordance with and as provided in chapter 1A.
- (b) Notwithstanding any other provisions in this code, the penalty amount of an administrative citation issued for a violation of this chapter shall be assessed as follows:
  - a. For the first administrative citation, the penalty shall be one hundred dollars (\$100.00).
  - b. For the second administrative citation, the penalty shall be two hundred dollars (\$200.00).
  - c. For the third and subsequent administrative citations, the penalty shall be five hundred dollars (\$500.00).

17.104 - Remedies not exclusive.

Any administrative citation pursuant to this chapter shall not prejudice or adversely affect any other civil, administrative or criminal action that may be brought to abate an unmaintained pool or to seek compensation for damages suffered. A civil or criminal action may be brought concurrently with any other process regarding the same violation.

17.105 - Applicability of other laws.

This chapter is not the exclusive regulation of pool maintenance or penalty for allowing, causing, creating or permitting the presence of an unmaintained pool. It supplements, and is in addition to, other regulatory codes, statutes and ordinances heretofore or hereafter enacted by the city, San Gabriel Valley Mosquito and Vector Control District, state or any other legal entity or agency having jurisdiction, including but not limited to the provisions of Division 3 of the Health and

Safety Code (Section 2000, et seq.), as well as administrative regulations adopted pursuant to those laws.

**SECTION 3. Severability.** If any sections, subsections, subdivisions, paragraph, sentence, clause or phrase of this Ordinance or any part hereof or exhibit hereto is for any reason held to be invalid, such invalidity shall not affect the validity of the remaining portions of this Ordinance or any part thereof or exhibit thereto. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase hereof, irrespective of the fact that anyone or more sections, subsections, subdivisions, paragraph, sentences, clauses or phrases be declared invalid.

**SECTION 4. Publication.** The City Clerk shall cause this Ordinance to be published or posted in accordance with California Government Code Section 36933, shall certify to the adoption of this Ordinance and his/her certification, together with proof of the publication, to be entered in the book of Ordinances of the City Council.

**SECTION 5. Effective Date.** This Ordinance shall take effect thirty days after its adoption pursuant to California Government Code Section 36937.

**PASSED, APPROVED, AND ADOPTED ON** this 5th day of August, 2020

\_\_\_\_\_  
Robert S. Joe, Mayor

**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Evelyn G. Zneimer, City Clerk

\_\_\_\_\_  
Teresa L. Highsmith, City Attorney

(seal)

**I HEREBY CERTIFY** that the foregoing Ordinance was duly adopted by the City Council of the City of South Pasadena, California, at a regular meeting held on the 5th day of August 2020 by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAINED:**



# City Council Agenda Report

ITEM NO. 19

**DATE:** August 19, 2020

**FROM:** Stephanie DeWolfe, City Manager

**PREPARED BY:** Sheila Pautsch, Community Services Director  
Matthew T. Summers, Assistant City Attorney

**SUBJECT:** **Master Lease of Seven Wireless Facilities by Tower Ventures**

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## **Recommendation Action**

It is recommended that the City Council approve the proposed Master Lease and Escrow Agreement with Tower Ventures and direct the City Manager to execute all necessary documents to complete the transaction.

## **Discussion/Analysis**

The Community Services Department recommends the City Council consider approving a proposed long-term Master Lease, and related escrow agreement governing the transaction, with Tower Ventures for seven of the City's wireless facility leases. The proposed transaction entails the City entering into a new, long-term Master Lease with Tower Ventures, transferring assigning the City's interests as landlord in the seven existing wireless facility leases in return for a lump-sum payment, specified maintenance obligations, and the right to share in any additional rent acquired by Tower Ventures from future new or expanded tenants, beyond the existing seven leases.

The seven wireless facilities under consideration are as follows:

- 1) Wireless Facility Located at 701 La Portada Street, South Pasadena
  - a. Lease #1 with Sprint, \$44,000 annual rent, with escalation per the lease, expiring in 2032.
  - b. Lease #2 with T-Mobile, \$42,000 annual rent, with escalation per the lease, expiring in 2034.
  - c. Lease #3 with Verizon, \$24,000 annual rent, with escalation per the lease, expiring in 2040.
- 2) Wireless Facility Located at 815 Mission Street (Orange Grove Park), South Pasadena
  - a. Lease with AT&T, \$35,000 annual rent, with escalation per the lease, expiring in 2031.
- 3) Wireless Facility Located at 614 Stoney Drive (Arroyo Seco Park), South Pasadena
  - a. Lease #1 with AT&T, \$36,000 annual rent, with escalation per the lease, expiring in 2031.
  - b. Lease #2 with Phoenix Towers, \$39,000 annual rent, with escalation per the lease, expiring in 2032.
- 4) Wireless Facility Located at 1055 South Lohman, South Pasadena

## Master Lease of Seven Wireless Facilities by Tower Ventures

August 19, 2020

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- a. Lease with Verizon American Tower, \$29,000 annual rent, with escalation per the lease, expiring in 2025.

The proposed master lease arose out of a bid process, conducted by the Community Services and City Attorney Departments, after the City had received an initial bid of \$3,200,000 for a similar master lease with a ninety-year term. Recognizing that the original bid was low relative to the typical market price of such facilities, the City invited bids from ten national cell tower leasing firms and posted the request for proposals on its website. The City received nine responses, the highest and best terms of which were the Tower Ventures bid, offering an additional \$1,199,347 and forty-nine year shorter term over the prior highest bidder.

The proposed master lease assigns the City's interest as landlord in the above seven wireless facility leases to Tower Ventures for fifty-five years. Tower Ventures would be required to pay \$4,399,347 up front, with certain adjustments to account for delayed rent payments after the transaction closes and in case any current tenant's lease is terminated before it closes. Tower Ventures would have the right to enter into replacement, new, and expanded leases for replacement, new, or expanded wireless facilities at the existing seven lease sites, within the bounds of those existing seven wireless facility sites and within an additional 250 sq. ft of area within the bounds of the existing seven leases, but beyond the current facility sites. The City and Tower Ventures would share the revenue from any new or expanded leases – 60% to the City & 40% to Tower Ventures, plus Tower Ventures will pay the City a one-time payment of \$75,000 for each new or expanded tenant. The City would not receive additional revenue from any replacement tenant, as the City is being paid up front for the income stream from the existing seven leases and any replacements Tower Ventures might secure, effectively transferring the risk of finding replacement tenants to Tower Ventures from the City.

Any new facilities or modifications to the existing wireless facilities must secure City approval, both as ultimate landlord and as government regulator under South Pasadena Municipal Code Section 36.350.210 and other applicable federal, state, and City laws and regulations. New or modified facilities must be designed to be entirely stealth facilities, to the maximum extent feasible, and further must be consistent in height and appearance with the existing facilities. The City's right to install government purpose radio equipment is preserved, subject to not interfering with the wireless carriers' radio equipment. Similarly, the existing and future wireless tenants must not interfere with the City's radio equipment, including the existing SPPD radio equipment. Last, Tower Ventures would be required to maintain commercial general liability insurance during the master lease term, with at least \$1 million in coverage, and shall provide proof that the City will be named as an additional insured under the policy. The proposed master lease imposes the same insurance requirements on any new, replacement, or expanded tenant.

### **Alternatives Considered**

1. The City could pursue a master lease with another firm, or seek to pursue individual master leases for each of the seven existing facility leases.
2. The City could decline to enter into a master lease, retaining the right to collect the individual leases and retaining the right to try and secure new, expanded, and replacement tenants and all associated revenues.

## Master Lease of Seven Wireless Facilities by Tower Ventures

August 19, 2020

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### **Next Steps**

With City Council approval, the City Manager, Community Services Director, and City Attorney will work together to complete the transaction, expected to be closed by the end of September.

### **Community Outreach**

The City Council will receive public comment at its August 19, 2020 meeting regarding this transaction. The City also placed public notice of the underlying Request for Proposals on its website.

### **Legal Review**

The City Attorney has reviewed this item, negotiated the proposed Master Lease and related Escrow Agreement and has opined that the proposed transaction would be legal to enter into.

### **Fiscal Impact**

If the proposed transaction is approved and concluded, then the City would receive an estimated up-front payment of \$4,399,347, in lieu of collecting the lease payments under the current seven wireless facility leases, totaling approximately \$249,000 annually. This amount exceeds the current estimated total revenue expected to be received in the future by the City under the seven existing wireless facility leases by \$662,137. Once received, these funds will be unrestricted revenue, available for use as the City Council directs after public consideration as part of a budget adjustment.

### **Environmental Analysis**

This item is exempt from any California Environmental Quality Act (CEQA) analysis based on State CEQA Guidelines Section 15301, as the proposed transaction is a master lease for existing facilities, and any future modifications to the facilities will require separate review and approved by the City.

### **Public Notification of Agenda Item**

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

### **Attachments:**

1. Proposed Master Lease
2. Proposed Escrow Agreement



**ATTACHMENT 1**  
Lease Agreement with Tower Venture

Record and Return to:  
[Title Agent]

Prepared by:  
TVT I, LLC  
495 Tennessee Street, Suite 152  
Memphis, TN 38103  
Attn: Legal

Recording Requested by, and when Recorded, Send Copy  
to:  
City of South Pasadena  
Attn: City Clerk  
815 Mission Street  
South Pasadena, CA. 91030

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

RECORDING FEES EXEMPT  
PURSUANT TO GOVERNMENT  
CODE SECTION 27383

### MASTER LEASE AGREEMENT

This master lease agreement ("Agreement") is made and shall be effective on the \_\_\_\_ day of \_\_\_\_\_, 2020 ("Effective Date"), by and between City of South Pasadena, a municipal corporation ("Grantor") and TVT I, LLC a Delaware limited liability company ("Grantee").

- 1. Grantor's Property and the Telecom Tenant Lease.** Grantor represents and warrants that it holds fee simple title to certain real property located at locations described on Exhibit A, as more fully described in the legal description attached hereto as Exhibit A (individually and collectively the "Parent Property"). Grantor and those tenants, lessees and sublessees (individually and collectively, the "Telecom Tenants") are parties to those certain lease agreements, including all amendments and modifications thereto, cited in Exhibit B and incorporated by reference herein (the "Telecom Tenant Leases").
- 2. Grant of Master Lease.** For the sum of TEN AND NO/100 DOLLARS and other good and valuable consideration, the receipt and sufficiency of which the parties hereby acknowledge as paid on or about the Effective Date along with the price pursuant to the settlement statement executed contemporaneously with this Agreement ("Price"), Grantor grants, conveys and leases unto Grantee, its successors and assigns, an exclusive master lease (subject to the Telecom Tenant Leases) for the Permitted Use defined herein, together with a non-exclusive access easement for ingress and egress to and from the exclusive master lease area, seven days per week, twenty-four hours per day and a non-exclusive utility easement to install, replace and maintain utilities servicing the exclusive master lease area, including, but not limited to the installation of power and telephone service cable, wires, switches, fiber, poles, pipes, conduit, boxes and the like as may be required by the Permitted Use (individually and

collectively “Master Lease Premises” as further described in Exhibit C). Grantor shall permit Grantee, its lessees, sublessees, licensees, successors and assigns to use each Master Lease Premises for the installation, construction, operation, maintenance, repair, modification, relocation, replacement and removal of improvements and equipment (“Equipment”) for the facilitation of telecommunications and other related uses, including, but not limited to, any uses permitted by the Telecom Tenant Leases (“Permitted Use”), subject to compliance with all local regulations, building permits and laws, and further subject to City’s retained powers as landlord under this Agreement. Grantor represents that there is no pending or threatened action that would adversely affect Grantor’s ability to enter into this Agreement or grant the master lease and that entering into this Agreement will not violate or conflict with any provision of Grantor’s powers or conflict with the provisions of any agreement to which Grantor is a party. Grantor further represents and warrants that Grantee shall have peaceful and quiet possession and enjoyment of the Master Lease Premises during the term of this Agreement without any disturbance of Grantee’s possession or Permitted Use hereunder, subject to the terms of this Agreement and the Telecom Tenant Leases. Also, Grantor hereby grants to Grantee, its successors and assigns a non-exclusive construction and maintenance easement over any portion of Grantor’s property that is reasonably necessary, in Grantee’s discretion subject to the requirement for express written approval by Grantor as to the time, nature, and extent of any access, for any construction, repair, maintenance, replacement, demolition and removal related to the Permitted Use, and Grantee shall restore such portion of Grantor’s property to its original condition after its use of the construction and maintenance easement. Grantor shall take no action that would adversely affect the status of the Parent Property with respect to the Permitted Use, excluding any governmental approval or enforcement rights which Grantor duly exercises.

3. **Term.** Commencing on the Effective Date, the term of this Agreement and the master lease shall be for fifty-five (55) years (the “Term”) and this Agreement and the master lease shall terminate on September \_\_, 2056. Upon notice to Grantor as provided herein, Grantee may surrender a Master Lease Premises to Grantor and execute such documents reasonably required to terminate the master lease for such Master Lease Premises. Grantor may not unilaterally terminate the Agreement or Grantee’s possession of the Master Lease Premises, but if a Master Lease Premises is not used for the Permitted Use for a period of five (5) years then a Master Lease Premises shall be deemed abandoned and the master lease for such Master Lease Premises shall terminate upon Grantor’s notice of such default to Grantee as provided herein. Upon termination of a master lease and at Grantor's written request, Grantee shall use commercially reasonable efforts to enforce Master Lease Tenant’s (defined below) obligation pursuant to the Master Lease Tenant lease, as applicable, to cause the removal of Master Lease Tenant’s equipment. Grantee shall cause Telecom Tenants to restore the Parent Property and remove their equipment from the Parent Property upon termination of the Telecom Tenant Leases according to their terms. **Sections 3, 6, 11 and 12** shall survive expiration or termination of this Agreement and shall remain in effect, subject to applicable law.
4. **Assignment of Lease, Renewal and Right of Replacement; New Lease.** (a) Grantor hereby assigns to Grantee all of Grantor’s right, title and interest in the Telecom Tenant Leases for the Term, including the right to (i) amend, renew, and/or extend the term length, but not beyond the Term, (ii) increase the size of the leased premises within the Parent Property, subject to control by the City as provided in this Agreement and by applicable law; and/or (iii) amend the Telecom Tenant Leases in any other manner deemed necessary by Grantee. Except as

provided herein, Grantee agrees to assume all of Grantor's rights and obligations under the Telecom Tenant Leases. If any Telecom Tenant is obligated under the Telecom Tenant Leases to pay to Grantor any fees (other than base rent and any escalations thereto) for the purpose of utility service or access or tax reimbursement, Grantor shall continue to be entitled to such fees, although Grantee may collect and distribute same to Grantor. Grantor shall continue to perform all obligations of the lessor under the Telecom Tenant Leases which relate to the use, ownership, and maintenance of the Parent Property so that Grantee may fulfill all the obligations under the Telecom Tenant Leases without breaching any provision therein, including, but not limited to, Grantor maintaining the Parent Property in a commercially reasonable condition to allow the Permitted Use of the Master Lease Premises. Grantor represents and warrants that it has delivered to Grantee true and correct copies of the Telecom Tenant Leases and all amendments and that Grantor owns 100% of the lessor/landlord's interest in the Telecom Tenant Leases, including the right to collect all rent thereunder. To the best of Grantor's knowledge, no party to the Telecom Tenant Leases has breached or is in default of their respective obligations under the Telecom Tenant Leases and no party has requested or discussed a modification or termination of the Telecom Tenant Leases. If during the Term any Telecom Tenant terminates any of the Telecom Tenant Leases or otherwise vacates the Parent Property, Grantee may lease all or a portion of the Master Lease Premises to a replacement telecommunications tenant ("Replacement Telecom Tenant") on terms consistent with the applicable Telecom Tenant Lease and such Replacement Telecom Tenant shall occupy the Master Lease Premises rather than locating on other portions of the Parent Property ("Replacement Telecom Tenant Lease"). Additionally, each Replacement Telecom Tenant Lease shall include a provision that Grantor shall have the right to review and approve wireless facility design and construction plans prior to commencement of construction on the Master Lease Premises, such approval not to be unreasonably conditioned, delayed, denied or withheld and without further compensation owed to Grantor, except as may be required for review of the proposed facility under applicable law in City's capacity as regulator.

(b) It is the intent of the Parties to encourage the addition to the Master Lease Premises of Rent Share Tenants (defined in Section 5, below) throughout the Term hereof. Grantor agrees that, subject to Grantor's approvals contained elsewhere herein, Grantee has full power to negotiate and consummate leases, sub-leases, licenses and/or other agreements of use of the Master Lease Premises with Rent Share Tenants. Grantor ratifies and acknowledges the right of Grantee to enter into such agreements, subject to the City's control under this Agreement.

Grantor agrees that it shall not, directly or indirectly, divert or solicit the business of any of Grantee's Master Lease Tenants on behalf of itself or on behalf of any third party.

5. **Rent Sharing.** When a new broadband telecommunications tenant ("Rent Share Tenant"), other than a Replacement Telecom Tenant, executes a lease for space within the Master Lease Premises outside the Telecom Tenant or Replacement Telecom Tenant lease premises and commences rent payment, Grantee will collect such rent with Grantee retaining forty percent (40%) of the base rent collected and Grantee remitting sixty percent (60%) of the base rent collected ("Rent Share") to Grantor. In addition, for each Rent Share Tenant, within thirty (30) days after remitting Grantor's Rent Share and Rent Share Tenant completes the installation of its equipment, Grantee shall pay to Grantor a one-time payment of Seventy-Five Thousand dollars (\$75,000). Notwithstanding the foregoing, Grantee shall be entitled to collect and retain rent from all telecommunications tenants within the Master Lease Premises in an amount equal

to the rent scheduled in the existing Telecom Tenant Leases and any Replacement Telecom Tenant Lease, including scheduled escalators (“Minimum Scheduled Rent”). In the event an existing Telecom Tenant increases the base rent paid to Grantee, other than for existing scheduled annual base rent escalations, existing scheduled term escalations, aid to construction, capital expense reimbursement, increased base rent or additional rent to amortize any capital expense of Grantee related to Master Lease Tenants, or application fees, (“Incremental Rent Increase”) Grantee shall pay Grantor sixty percent (60%) of the Incremental Rent Increase collected by Grantee each month. Grantee shall have no obligation for payment to Grantor of such share of rental, license or similar payments if not actually received by Grantee. Grantee shall have sole discretion as to whether, and on what terms subject to the City’s control as provided in this Agreement, to lease, license or otherwise allow occupancy of the Master Lease Premises and there shall be no expressed or implied obligation for Grantee to do so. If any such Rent Share Tenant’s right of use expires or terminates for any reason and payment to Grantee of rental, license or similar payments ceases, Grantee shall no longer be obligated to pay the Rent Share for such Carrier. Grantee is permitted and authorized to enter into leases with Rent Share Tenants subject to the requirements for leasing to Replacement Telecom Tenants as set forth in **Section 4** and City’s control as provided in this Agreement.

- 6. Grantor Cooperation and Reasonable Control.** Grantor hereby agrees to cooperate with Grantee and/or Telecom Tenant, Replacement Telecom Tenant and Rent Share Tenant (collectively, “Master Lease Tenants” or individually, a “Master Lease Tenant”)) in obtaining all licenses, permits or authorizations from all applicable governmental and/or regulatory entities, except the City, and in acquiring any necessary upgrades to or relocation of utility service to support the Permitted Use. Grantor’s cooperation shall be at no cost to Grantor and without requiring payment of additional rent or fees by Grantee or Master Lease Tenants. Grantor, as regulator, shall process any and all permit applications in accord with applicable law. Grantor shall not interfere with any construction in the Master Lease Premises so long as such construction is to support the Permitted Use and is proceeding pursuant to a building permit or other required municipal or governmental approvals, including requirements for aesthetic or stealth facilities, if applicable for building permit or other required municipal or governmental approval and has been approved by City as specified herein. Grantor shall not, nor shall Grantor permit its lessees, licensees, employees, invitees or agents to, use any portion of the Parent Property or the Master Lease Premises for the construction, installation or operation of any communications facilities that emit radio frequencies on Parent Property other than the communications facilities constructed, installed and/or operated on the Master Lease Premises pursuant to this Agreement or in a way which materially interferes with the operations of the Master Lease Tenants who shall have peaceful and quiet possession and enjoyment of the Master Lease Premises, so long as there is no interference with Grantor’s equipment existing on the date of this Agreement. Notwithstanding the foregoing, Grantor shall have the right to upgrade, service, replace, and install new equipment on the Parent Property that emit radio frequencies if such equipment is limited to governmental uses and if such equipment does not interfere with the operations of the Master Lease Tenants. Subject to the rights of Grantee under this Agreement, Grantee shall not use the Master Lease Premises in a manner that interferes with the use of the Parent Property by Grantor or other lessees or licensees of Grantor, with rights in the Parent Property superior to Grantee. Additionally, Grantee shall use commercially reasonable efforts to enforce any non-interference provision of the Master Lease Tenant under the applicable Master Lease Tenant lease. Neither Grantee

nor any Lease Tenant shall install equipment of the type and frequency which exceed radio frequency (RF) emissions in excess of applicable permitted federal levels and standards or which interfere with Grantor's governmental uses radio equipment. In the event any of Grantee's or its Lease Tenant's equipment causes such interference, and after Grantor has notified Grantee in writing of such interference, Grantee will take all commercially reasonable steps necessary to correct and eliminate the interference, including but not limited to, at Grantee's option, powering down such equipment and later powering up such equipment for intermittent testing. Grantor agrees that it shall not, directly or indirectly, divert or solicit the business of any of Grantee's Telecom Tenants on behalf of itself or on behalf of any third party. Grantor and Grantee agree that Grantor shall have the right to approve, in its capacity as landlord and owner of the Parent Property, the design, height, setbacks, and other physical and aesthetic characteristics of any proposed new or modified wireless facility to be located on the Parent Property, whether by a Replacement Tenant, Rent Share Tenant, Telecom Tenant, or otherwise under this Master Lease. Grantor and Grantee further agree that any proposed new or modified wireless facility to be located on the Parent Property shall be designed to be entirely stealth, to the maximum extent feasible, meaning it must be designed and constructed to be integrated into a building, light standard, or other structure, or placed on or within a building or other structure, so that any antennas, equipment cabinets, transmission equipment, or any other apparatus associated with the facility's function is completely hidden and not visible. Only non-functional, screening material equivalent in appearance to the existing, underlying building, light standard, or other structure may be visible. Notwithstanding the foregoing, for the existing monopole wireless facility at the Golf Course, Grantor and Grantee agree that any proposed modification to this wireless facility shall not increase its height and must be consistent with its existing appearance and aesthetic characteristics, incorporating screening elements to the extent feasible. Grantor and Grantee further agree that the terms of any new, replacement, or extended lease, or any assignment except to an affiliate of Grantee, entered into by Grantee within the authority granted by this Agreement shall be reasonably consistent with the terms of the existing Telecom Tenant Leases, as applicable, and shall require Grantor approval, which such approval may not be unreasonably withheld, conditioned or delayed. Grantor and Grantee agree that City's powers under this section shall be in addition to any approval or control it may have as municipal government and regulator.

7. **Assignment.** Grantee may pledge, assign, mortgage, grant a security interest, or otherwise encumber its interest created by this Agreement, subject to consent by Grantor which shall not be unreasonably withheld, conditioned or delayed. Grantee may freely assign this Agreement in part or in its entirety, and any or all of its rights hereunder, including the right to receive rent payments, right to lease, sublease, license or sublicense, subject to the terms of this Agreement and consent by Grantor which shall not be unreasonably withheld, conditioned or delayed. Upon the absolute assumption of such assignee of all of the obligations of Grantee under this Agreement, then Grantee will be relieved of all obligations and liabilities hereunder.
8. **Taxes and Other Obligations.** With the exception of possessory interest tax imposed on any Lease Tenant or Grantee's use of the Parent Property, all taxes and other obligations that are or could become liens against the Parent Property or any subdivision of the Parent Property containing the Master Lease Premises, whether existing as of the Effective Date or hereafter created or imposed, shall be paid by Grantor prior to delinquency or default. With the exception of possessory interest tax imposed on any Lease Tenant or Grantee's use of the Parent Property, Grantor shall be solely responsible for payment of all taxes and assessments now or hereafter

levied, assessed or imposed upon the Parent Property, or imposed in connection with the execution, delivery, performance or recordation hereof, including without limitation any sales, income, documentary or other transfer taxes. If Grantor fails to pay when due any taxes or other obligations affecting the Parent Property, Grantee shall have the right but not the obligation to pay such and demand payment therefor from Grantor, which payment Grantor shall make within ten (10) days of such demand by Grantee.

**9. Insurance.** During the Term of this Agreement, each Telecom Lease Tenant shall maintain general liability insurance as required under their respective lease. Grantor shall maintain any insurance policies or pooled self-insurance policies in place on the Parent Property or as required under the Telecom Tenant Leases. Grantor's insurance policies shall benefit the Parent Property as the primary insured interest and in the event of casualty, shall be used to restore the Parent Property. Grantee shall maintain, at its own expense, insurance covering claims for public liability, personal injury, death and property damage under a policy of general liability insurance, with limits of not less than (\$1,000,000.00) per occurrence. Such insurance shall insure against liabilities arising out of or in connection with Grantee's use or occupancy of the Master Leased Premise. Such policy shall name Grantor as additional insured. Grantee shall require Telecom Lease Tenants, if not already required by a Telecom Tenant Lease, to name Grantor as an additional insured under the required insurance covering claims for public liability, personal injury, death and property damage under a policy of general liability insurance, with limits of not less than (\$1,000,000.00) per occurrence.

**10. Subordination and Non-Disturbance.** Grantee agrees to subordinate this Agreement to any existing or future mortgage or deed of trust on the Parent Property ("Security Instrument"), provided the beneficiary or secured party ("Secured Party") under the Security Instrument agrees for itself and its successors in interest and assigns that Grantee's rights under this Agreement and rights to the Master Lease Premises shall remain in full force and effect and shall not be affected or disturbed by the Secured Party in the exercise of Secured Party's rights under the Security Instrument during the term of the Agreement, including Grantee's right to collect and retain, in accordance with the terms of this Agreement, all rents, fees and other payments due from Master Lease Tenants. Such non-disturbance agreement must apply whether Secured Party exercises its rights under the Security Instrument, including foreclosure, sheriff's or trustee's sale under the power of sale contained in the Security Instrument, the termination of any superior lease of the Parent Property, and any other transfer, sale or conveyance of Grantor's interest in the Parent Property under peril of foreclosure, including, without limitation to the generality of the foregoing, an assignment or sale in lieu of foreclosure.

**11. Indemnification.** To the extent permitted by law, Grantor and Grantee shall each indemnify and hold harmless the other against any and all claims, damages, costs and expenses (including reasonable attorney's fees and disbursements) caused by or arising out of the indemnifying party's breach of this Agreement or the negligent acts or omissions or willful misconduct on the Parent Property by the indemnifying party or its employees, agents, or contractors. Notwithstanding any other Section within this Agreement to the contrary, at all times, this Agreement shall be construed to preserve all municipal immunity for Grantor including notice provisions and damage limitations provided to Grantor by virtue of any State or Federal rule, regulation or statute. This Agreement shall not be construed so as to waive said notice or immunity limitations provided Grantor as long as Grantor is a municipality.

## **12. Environmental Representations and Indemnification.**

- a. Grantor represents and warrants that, to the best of Grantor's knowledge, no pollutants or other toxic or hazardous substances, as defined under the Comprehensive Environmental Response, Compensation, and Liability Act ("CERCLA"), 42 U.S.C. 9601 et seq., or any other federal or state law, including any solid, liquid, gaseous, or thermal irritant or contaminant, such as smoke, vapor, soot, fumes, acids, alkalis, chemicals or waste (including materials to be recycled, reconditioned or reclaimed) (collectively, "Hazardous Substances") have been, or shall be discharged, disbursed, released, stored, treated, generated, disposed of, or allowed to escape or migrate (collectively referred to as the "Release") on or from the Parent Property. Neither Grantor nor Grantee shall introduce or use any Hazardous Substances on the Parent Property or the Master Lease Premises in violation of any applicable federal, state or local environmental laws.
- b. Grantor and Grantee each agree to defend, indemnify, and hold harmless the other from and against any and all administrative and judicial actions and rulings, claims, causes of action, demands and liability including, but not limited to, damages, costs, expenses, assessments, penalties, fines, cleanup, remedial, removal or restoration work required by any governmental authority, losses, judgments and reasonable attorneys' fees that the indemnified party may suffer or incur due to the existence or discovery of any Hazardous Substances on the Parent Property caused by the other party. Grantee shall not be responsible for and shall not defend, indemnify or hold harmless Grantor for any Release of Hazardous Substances on or before the Effective Date.

## **13. Dispute Resolution and Notice.**

- a. Jurisdiction and venue under this Agreement shall be in the state and county the Parent Property is located, namely Los Angeles County, California. The parties may enforce this Agreement and their rights under applicable law, and may seek specific performance, injunction, appointment of a receiver and any other equitable rights and remedies available under applicable law. Damages shall not be available. Instead, the parties agree that specific performance of this Agreement is the only remedy which would compensate the aggrieved party in the event the other party fails to carry out its obligations under this Agreement. The prevailing party shall be entitled to an award of its reasonable attorneys' fees and costs. Neither party shall be liable to the other for direct, consequential, indirect, speculative, special, actual or punitive damages. If Grantee or the applicable Master Lease Tenant does not cure such default, Grantor may seek judicial termination of this Agreement and assignment of the Master Lease Tenant leases back to Grantor.
- b. The non-defaulting party shall provide written notice of a default under this Agreement or under a Master Lease Tenants' lease, not more than thirty (30) days from discovery of the default. Grantor shall have thirty (30) days to cure the default. Grantee shall have thirty (30) days to cure of the default. The parties may extend the cure period by further written agreement.



- c. All communications shall be delivered by certified mail, return receipt requested or a nationally recognized overnight courier to the address beneath each party's signature block or such other address as advised to the other party pursuant to this paragraph. Notice shall be deemed given upon receipt if by certified mail, return receipt requested or one (1) business day following the date of sending, if sent by nationally recognized overnight courier service or upon attempted delivery if delivery is refused or if delivery is impossible because of failure to provide reasonable means for accomplishing delivery.

#### **14. Miscellaneous.**

- a. The terms and conditions of the existing Telecom Tenant Leases shall govern over any conflicting terms of this Agreement. Notwithstanding anything to the contrary contained in this Agreement, Grantor and Grantee acknowledge that this Agreement is subject and subordinate to the Telecom Tenant Leases.
- b. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and the successors and assigns of the parties to this Agreement. It is the intention of the parties hereto that all of the various rights, obligations, restrictions and easements created in this Agreement shall run with the Parent Property upon which the Master Lease Premises is located and be binding upon all future owners and lessees of the Parent Property and all persons claiming under them for the Term of this Agreement.
- c. Casualty and Condemnation. In the event of any condemnation of the Master Lease Premises in whole or in part, Grantee shall be entitled to receive any condemnation award attributable to the value of the Master Lease Premises. In the event of any casualty of the Master Lease Premises, in whole or in part, Grantor shall be entitled to any insurance proceeds necessary to restore the Parent Property; any remaining insurance proceeds may be applied to Grantee's Master Lease Premises.
- d. Severability. If any provision contained in this Agreement (or any portion of such provision) shall be held to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement (or any portion of any such provision.)
- e. Counterparts. This Agreement may be executed in separate counterparts with each counterpart deemed an original and all of which together shall constitute a single agreement.
- f. Entire Agreement. This Agreement and any documents, certificates, instruments and agreements referred to herein constitute the entire agreement between Grantor and Grantee. Without limiting the generality of the foregoing, Grantor acknowledges that it has not received or relied upon any advice of Grantee or its representatives regarding the merits or tax consequences of this Agreement.

*[Signature pages and exhibits follow.]*

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date on page one above.

GRANTOR: City of South Pasadena , a municipal corporation

\_\_\_\_\_  
Stephanie DeWolfe, City Manager

Grantor Notice Address:

City of So Pasadena  
1414 Mission Street,  
South Pasadena, California 91030  
Attn: City Manager

<b>ACKNOWLEDGMENT</b>
<div style="border: 1px solid black; padding: 5px; width: fit-content; margin: 0 auto;"><p>A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.</p></div>
State of California County of _____ )
On _____ before me, _____ (insert name and title of the officer)
personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
WITNESS my hand and official seal.
Signature _____ (Seal)

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date on page one above.

GRANTEE: TVT I, LLC, a Delaware limited liability company

\_\_\_\_\_  
William Orgel, President

Grantee Notice Address:

TVT I, LLC  
495 Tennessee Street, Suite 152  
Memphis, Tn 38103  
Attn: William Orgel

State of Tennessee  
County of Shelby

Before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared William Orgel, with whom I am personally acquainted, and who, upon oath, acknowledged himself to be the President of TVT I, LLC and that he executed the foregoing instrument for the purposes therein contained, by signing the name of the company by himself as such officer.

Witness my hand, at office, this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

*(To be confirmed upon receipt of Title Commitment)*

EXHIBIT B  
TELECOM TENANT LEASES

## EXHIBIT C

### MASTER LEASE PREMISES DESCRIPTION

In the event of a discrepancy between the area actually occupied by the Telecom Tenant equipment and the area described below, the described area shall be understood to also include any portion of the actual used area not captured by the description or as may have been granted to the Telecom Tenant that is currently outlined in the Telecom Tenant Lease(s) referenced in Exhibit B. Grantor or Grantee may elect to engage a professional surveyor, the product of which may be substituted upon the other party's acceptance for the contents herein. The part of the Property described in Exhibit A hereto, on which any equipment exists on the Effective Date together with the portion of the Property used and leased by Grantor as the existing lease area under the Telecom Tenant Lease(s) including but not limited as follows:

Also and included in the above-referenced Master Lease Premises area description, that certain portion of Parent Property that is co-extensive with the area leased under each Telecom Tenant Lease referenced in Exhibit B attached hereto.

#### Expanded Master Lease Premises Area

That certain additional lease area measuring the equivalent total of two hundred fifty (250) square feet in a location to be determined by the telecommunications tenant collocating on that certain telecommunications tower within the existing Telecom Tenant exclusive master lease premises described above with such location approved by the Grantor, such approval not to be unreasonably withheld, conditioned or delayed.

#### Relocation Right of Master Lease Tenant

The equivalent location granted to a Master Lease Tenant in exercising its right of relocation, if any, as determined by the terms and conditions of the Telecom Tenant Lease.

### NON-EXCLUSIVE UTILITY EASEMENT and NON-EXCLUSIVE ACCESS EASEMENT SPACE

The part of the Parent Property, described in Exhibit A hereto, on which any equipment exists on the Effective Date together with the portion of the Parent Property used by utility providers and leased by Grantor as the lease area under the Telecom Tenant Lease(s) including but not limited as follows:

**Utilities and Telecommunications.** Grantee is herein granted, consistent with the Telecom Tenant Lease(s), a non-exclusive easement in, to, under and over the portions of the Parent Property for ingress and egress to the easement Area, shaft ways, chase ways, soffits, risers, columns, crawl spaces, rafters, or any other space for placement of cables, wiring, etc., which is necessary to install, operate and maintain the telecommunications equipment and/or personal property, together with the right to use such easement for the development, repair, maintenance and removal of utilities and/or cables providing service to the Master Lease Premises and any related activities and uses, subject to compliance with all local regulations, building permits and laws and City's control as provided in this Agreement.

**Access.** Grantee is herein granted, consistent with the Telecom Tenant Leases, non-exclusive rights of ingress and egress to and from the Master Lease Premises, across the Property described in Exhibit A hereto, providing access to a publicly dedicated roadway, along with the right to use such access easement for the development, repair, maintenance and removal of utilities providing service to the Master Lease Premises and any related activities and uses, subject to compliance with all local regulations, building permits and laws and subject to the City's control as provided in this Agreement.

**ATTACHMENT 2**  
Escrow Agreement for Tower Venture



## ESROW AGREEMENT FOR MASTER LEASE

THIS ESCROW AGREEMENT FOR MASTER LEASE (this "Agreement") is dated as of the 5th day of August 2020, by and between TVT I, LLC, a Delaware limited liability company ("Master Lessee"), having an address at 495 Tennessee Street, Ste. 152, Memphis, TN 38103 and The City of South Pasadena, a California municipal corporation ("City"), having an address at 1414 Mission Street, South Pasadena, California 91030.

### Preliminary Statement:

City has agreed to grant a master lease in, to and over the Properties (as defined below) to Master Lessee, which Master Lessee has agreed to enter into on the terms, covenants and conditions set forth in this Agreement. At Closing, City will agree to enter into the Master Lease (defined below) and Assignment (defined below) with Master Lessee. In consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, City and Master Lessee hereby agree as follows.

1. **DEFINITIONS.** Capitalized terms used but not otherwise defined in this Agreement will have the meanings set forth in **Schedule 1**.

2. **MASTER LEASE AND ASSIGNMENT.** City owns the real property located at those locations as are legally described on **Exhibit "A"** attached hereto ("Premises"). City agrees to convey to Master Lessee, and Master Lessee agrees to accept, an exclusive master lease to the Property, together with a non-exclusive access and utility easement upon a portion of the Premises (the "Master Lease"). City is also the lessor to certain Tenant Leases described in **Exhibit "B"** attached hereto. City agrees to assign to Master Lessee, and Master Lessee agrees to accept, City's interest in the Tenant Leases and Master Lessee agrees to assume City's obligations under the Tenant Leases, subject to any reservations contained in the Master Lease and applicable law, ("Assignment"), (the "Master Lease", and the "Assignment", collectively referred to as the "Property").

3. **PRICE AND METHOD OF PAYMENT.** The Price and consideration for the entering into of the Master Lease and Assignment) is **FOUR MILLION THREE HUNDRED NINETY-NINE THOUSAND THREE HUNDRED THIRTY-SEVEN and 00/100 Dollars (\$4,399,347.00)**, subject to all adjustments, credits and prorations contained in this Agreement. Master Lessee shall pay the Price to City by wired funds, cashier's check or certified check. In the event the Included Revenues generated by the Tenant Lease on the Property at Closing are reduced due to a change in status for any Tenant Lease, then the Purchase Price shall be reduced by the amount the annualized Included Revenue is reduced as a result of such Tenant Lease change multiplied by 18. At Closing, Master Lessee shall withhold two (2) months' rent attributable to the Tenant Lease, such amount to be reconciled once the Tenant(s) under the Tenant Lease commence payment of rent directly to Master Lessee or within six months after closing, whichever happens first, whereupon the party owing the other party a sum of money from such Tenant Lease rent payments will promptly pay the sum to the other party in current funds.

4. **REPRESENTATIONS AND WARRANTIES OF CITY.** As a material inducement to Master Lessee to enter into this Agreement, City represents and warrants to Master Lessee as follows:

4.1 **Authority.** All documents, including this Agreement, executed or to be executed by City (a) have been duly authorized, and have been or will be duly executed and delivered by City, (b) are or will be legal, valid and binding obligations of City, and (c) do not and will not violate any provisions of any agreement to which City is a party or City is bound. City has the full right, power and authority, without the necessity of obtaining the consent or approval of any other Person, to enter into this Agreement and to perform City's obligations under this Agreement.

4.2 **Premises.** City has good and marketable fee simple title to the Premises and the Improvements (if any) thereon, and to the Property. City will enter into the Master Lease with Master Lessee at Closing, free and clear of all liens and encumbrances excepting only the Permitted Exceptions.

4.3 **Tenant Leases.** City has attached hereto as **Exhibit "B"**, a true, correct and complete descriptions of the Tenant Leases. City will assign its interests in the Tenant Leases to Master Lessee at Closing free and clear of

all liens and encumbrances, excepting only the Permitted Exceptions. Except for the rights of the Tenants, as tenants only, pursuant to the Tenant Leases, no Person other than Master Lessee will on the Closing Date be in, or have any right or claim to, possession of any of the Property. Other than the Tenant Lease, there are no leases, subleases, licenses or other occupancy agreements (written or oral) which grant any possessory interest in or to the Property. The City retains its rights and interests as landlord in the Premises, and further retains all governmental authority and right as a California general law city. Furthermore, City represents and warrants that: (i) the Tenant Leases are in full force and effect and have not been modified, terminated, non-renewed or amended, nor has any Tenant given notice (written or oral) of an intent to terminate the Tenant Lease; (ii) each Tenant has accepted and remains in possession of its premises under the Tenant Leases; (iii) City is collecting the rent set forth in the Tenant Leases on a current basis and there are no past due amounts thereunder; (iv) except as expressly set forth in the Tenant Leases, each Tenant is not entitled to any rental concessions or abatements in rent for any period subsequent to the Closing Date; (v) each Tenant is responsible for all utilities required for its use and all utility bills are paid directly by each Tenant; (vi) City has not given notice to any Tenant claiming that such Tenant is in default under its Tenant Lease, and, to the best of City's knowledge, there is no event which, with the giving of notice or the passage of time or both, would constitute such a default; (vii) City has not received notice from any Tenant claiming that City is in default under the Tenant Lease, which default or defect remains in any manner uncured; (viii) except as expressly set forth in the Tenant Leases, there are no security deposits or prepaid rentals under the Tenant Leases; (ix) the Tenant Leases do not provide for non-monetary rent or other consideration to the lessor thereunder; and (x) no Tenant is an Affiliate of City.

4.4 Utilities and Access. All electric, telephone, drainage facilities and other utilities required for use and operation of the Master Lease are installed within valid, written, recorded easements. Such utilities are in good working order, meet all current codes and ordinances and are of adequate size and capacity to service the Master Lease. The Master Lease has adequate, direct, indefeasible, congruous legal and practical pedestrian and vehicular access to paved public roads.

4.5 Mechanics' Liens. On the Closing Date, there will be no outstanding contracts made or authorized by City for any work or services to the Property, including, professionals such as architects, engineers and planners, which have not been fully paid for.

4.6 Taxes and Assessments. All ad valorem real property taxes and all personal property taxes for the Premises that are due and payable have been fully paid. There are no existing or pending special assessments, fees or similar obligations affecting the Property, which may be assessed by any Governmental Authority.

4.7 Condemnation. There are no present or pending legal or administrative proceedings relative to condemnation, or other taking by any Governmental Authority, of any portion of the Property.

4.8 Legal Compliance; No Proceedings. The use, maintenance and operation of the Property by City, the Tenant and, to the best of City's knowledge, all other Persons is in full compliance with all applicable Legal Requirements and with all easements, restrictive covenants, reservations and similar matters of record. There are no outstanding notices of violation currently in effect for the Premises. There are no other suits, actions or proceedings pending or, to the best of City's knowledge, threatened, against or affecting the Premises before any Governmental Authority, and City is not in default under any judgment, order, writ, injunction, rule or regulation of or issued' by any Governmental Authority.

4.9 Permits. All Permits have been issued, are fully paid for and are in full force and effect. To the best of City's knowledge, no Person is attempting to build a communications tower within four (4) miles of the Premises, and City has not received notice of the same.

4.10 Hazardous Materials. The Property has not in the past been used, and is not presently being used, for the handling, storage, transportation, or disposal of hazardous or toxic substances, materials, pollutants or waste (or similar items under applicable environmental Legal Requirements). To the best of City's knowledge, there has been no release of any such items into the environment from the Property.

4.11 No Flood Hazard Area. To the best of City's knowledge, the Premises is not located within an area that has been designated by the Federal Insurance Administration, the Army Corps of Engineers, the Federal

Emergency Management Administration, or any other Governmental Authority as being subject to any special or increased flooding hazards.

4.12 No Other Contracts. City has not entered into any other contract of sale for, and has not given any Person the option to purchase, any portion of the Property or Premises.

4.13 Accurate Documents. All contracts, documents, reports, deeds, leases, title insurance policies, title opinions, surveys and other items relating to the Property and Premises and delivered to Master Lessee pursuant to this Agreement are true, correct and complete copies of the originals thereof.

4.14 Accuracy of Representations and Warranties. All of City's representations contained in this Agreement and City's liability therefore will survive the Closing for a period of one (1) year after the Closing or the earlier termination of this Agreement.

## 5. INSPECTION PERIOD.

5.1 Access. Master Lessee and its representatives, will have access to the Premises and the financial records of the Property at any time, upon 48 hours' notice, during normal business hours during the Inspection Period, at Master Lessee's sole cost and expense, to show the Property to third parties and to perform any tests, inspections, surveys, studies, environmental site assessments and measurements which Master Lessee reasonably deems necessary or appropriate. Master Lessee will restore any disturbed portion of the Premises to its prior condition. Master Lessee will indemnify and hold City harmless from any Claims suffered or incurred by City as a result of Master Lessee's entry upon the Premises prior to the Closing, for a period of one (1) year after the Closing or the earlier termination of this Agreement.

5.2 Key Documents. Within three (3) Business Days following its execution of this Agreement, City will furnish to Master Lessee true, correct and complete electronic copies of all records, documentation and other information in its possession (or in the possession of City's attorneys or other representatives) as Master Lessee may reasonably request concerning the ownership, use, operation and condition of the Premises. The Inspection Period shall automatically be extended one day for each day past five days that City fails to deliver the documents required by this Section to Master Lessee.

5.3 Governmental and Third Party Contact. Master Lessee may, but is not obligated to, contact any Governmental Authority about any Permits or Legal Requirements concerning the Property, and may, but is not obligated to, contact Tenant or other Person about the Master Lease, the Tenant Lease or any other aspects of the Property. Within three (3) Business Days following Master Lessee's request, City shall execute and deliver to Master Lessee a Tenant authorization letter in the form attached hereto as **Exhibit "C"** authorizing any Tenant to review, return and communicate with Master Lessee regarding the applicable Tenant Lease (the "Tenant Authorization Letter").

5.4 Estoppels. City agrees to deliver to Master Lessee an original landlord estoppel certificate prior to the Closing Date, in form attached hereto as **Exhibit "D-1"** (the "Landlord Estoppel"). City agrees to deliver to Master Lessee an original tenant estoppel certificate at the end of the Inspection Period, in form attached hereto as **Exhibit "D-2"** or such form as any Tenant provides and is reasonably acceptable to Master Lessee's counsel.

5.5 Changes During Inspection Period. During the Inspection Period, City will not (a) permit any new occupancy of, or enter into any new lease, license or other occupancy agreement for space on the Property, (b) renew, modify or terminate the Tenant Leases, (c) take any action or fail to take any action that would constitute a default under the Tenant Leases, or (d) enter into or renew any management, maintenance, service or other agreement affecting the Property, without Master Lessee's prior written approval in each instance, which approval will not be unreasonably withheld or delayed.

5.6 Conduct During Inspection Period. During the Inspection Period, City (a) will conduct its business in the usual and ordinary course, (b) will use its best efforts to maintain and preserve the Property and Premises, and

(c) will not encumber, modify or alter the Property in any material respect, except as may be necessary to respond to a declared emergency.

5.7 Termination. Master Lessee will have the right, in its sole and absolute discretion, to terminate this Agreement at any time during the Inspection Period for any reason whatsoever, including but not limited to (i) a breach of this Agreement by City, (ii) a material adverse change in the Property or Premises; prior to Closing, (iii) the failure to obtain any approvals deemed necessary by Master Lessee, (iv) the Included Revenues being generated by the Tenant Leases on the Property being less than \$249,000.00 annually, (v) the failure to obtain confirmation from the Tenant that the Tenant Leases are in full force and effect or (vi) any other reason in Master Lessee's sole discretion. Master Lessee will notify City in writing of its intention to terminate this Agreement pursuant to this Section prior to 9:00 p.m. Eastern Time on the last day of the Inspection Period (or, if the last day of the Inspection Period is not a Business Day, prior to 9:00 p.m. Eastern Time on the first Business Day following the end of the Inspection Period). If Master Lessee fails to so notify City within such time period, all rights of Master Lessee to terminate this Agreement pursuant to this Section will be null and void and of no further force or effect.

5.8 Master Lease. At Closing, City and Master Lessee shall enter into the Master Lease, in the form attached hereto as **Exhibit "E"**, which shall give Master Lessee exclusive leasing rights to the Property and a non-exclusive access and utility easement over a portion of the Premises. The terms of the Master Lease are incorporated herein by reference.

6. **CLOSING.** If all representations and warranties contained in this Agreement are true and correct, and all conditions precedent contained in this Agreement are satisfied and this Agreement is not terminated in accordance with Section 5.7, City and Master Lessee agree that the Closing will be consummated at 2:00 p.m. Eastern Time on the Closing Date, which will be conducted by mail. At the Closing, City will deliver the items listed on **Schedule 6.1** to Master Lessee, each fully executed and acknowledged as required, and Master Lessee will deliver the items listed on **Schedule 6.2** to City at Closing, each fully executed and acknowledged as required.

6.1 Continuing Reasonable City Control. Master Lessee and City agree that, after the Closing and under the terms of the Master Lease and applicable law, as it may be amended, the City shall have the right to approve, in its capacity as landlord and owner of the Premises, the design, height, setbacks, and other physical and aesthetic characteristics of any proposed new or modified wireless facility to be located on the Property. Master Lessee and City further agree that any proposed new or modified wireless facility to be located on the Property shall be designed to be entirely stealth, to the maximum extent feasible, meaning it must be designed and constructed to be integrated into a building, light standard, or other structure, or placed on or within a building or other structure, so that any antennas, equipment cabinets, transmission equipment, or any other apparatus associated with the facility's function is completely hidden and not visible. Only non-functional, screening material equivalent in appearance to the existing, underlying building, light standard, or other structure may be visible. Notwithstanding the foregoing, for the existing monopole wireless facility at the Golf Course, Grantor and Grantee agree that any proposed modification to this wireless facility shall not increase its height and must be consistent with its existing appearance and aesthetic characteristics, incorporating screening elements to the extent feasible. Master Lessee and City further agree that the terms of any new, replacement, or extended lease, or any assignment except to an affiliate of Master Lessee or its lender, entered into by Master Lessee within the authority granted by the Master Lease shall be reasonably consistent with the terms of the existing Tenant Leases, as applicable, and shall require City approval, which such approval may not be unreasonably withheld, conditioned or delayed. Master Lessee and City agree that City's powers under this section shall be in addition to any approval or control it may have as municipal government and regulator. The Parties agree this section shall survive the Closing.

7. **EXPENSES.** Each of City and Master Lessee will pay its own attorneys' fees and costs incurred in connection with the negotiation of this Agreement and consummation of the Closing. City will pay the cost of all transfer taxes, including any documentary stamp taxes, if any, with respect to the transactions contemplated by this Agreement and all recording costs associated with releases and other documents required to clear title to the Premises or to otherwise comply with City's obligations hereunder. Master Lessee shall pay all recording costs of the Master Lease or memorandum thereof. Master Lessee will pay the cost of a title insurance policy insuring Master Lessee's title to the

Master Lease (if Master Lessee elects to obtain a title insurance policy) and any costs associated with its inspection of the Property during the Inspection Period. Any items of cost or expense not specifically allocated above will be paid by the party to the transaction that customarily bears such cost or expense within the county in which the Premises is located.

8. **PRORATIONS.** All taxes, real estate assessments, utility charges and similar expenses related to the Property will be prorated as of 12:01 a.m. Eastern Time. on the Closing Date on the basis of the actual number of days in the calendar year of Closing [it being understood that City shall be responsible for all such expenses covering all periods (or portions thereof) prior to the Closing Date and shall be entitled to all Property income attributable to all periods (or portions thereof) prior to the Closing Date, and Master Lessee being responsible for all such expenses for all periods (or portions thereof) and entitled to all such income attributable to all periods (or portions thereof) on or subsequent to the Closing Date]. Rents actually collected under the Tenant Leases will be prorated as of 12:01 a.m. Eastern Time on the Closing Date on the basis of the actual number of days in the calendar month of the Closing. If City receives any rents or other receipts from Tenants subsequent to the Closing Date which relate to any period of time subsequent to the Closing Date, City will immediately pay to Master Lessee in current funds that portion of the rents attributable to the period of time, subsequent to the Closing Date. All utility deposits and reservation fees paid by or on behalf of City in connection with the Property will be assigned and transferred to Master Lessee. If any of the prorations cannot be calculated accurately on the Closing Date, then the same will be calculated within sixty (60) days after the Closing Date and either party owing the other party a sum of money based on such subsequent prorations, will promptly pay the sum to the other party in current funds. The terms of this Section will survive the Closing.

9. **RISK OF LOSS.** City will bear all risk of loss to the Premises, whether by fire, casualty or otherwise from the Effective Date, through and, including the Closing Date.

10. **INDEMNITY.**

10.1 City's Indemnity. After the Closing Date, City will indemnify, defend and hold harmless Master Lessee from and against any Claims arising out of (a) any breach of any representation or warranty by City, (b) any breach or default by City under this Agreement, and (c) any act or omission of City or its agents or representatives relating to the period of time prior to the Closing; including any act or omission, or series of similar or related acts or omissions commencing prior to the Closing and continuing, after the Closing Date. Under no circumstances shall City's liability exceed the amount paid by Master Lessee to City under this Agreement.

10.2 Master Lessee's Indemnity. After the Closing Date, Master Lessee will indemnify, defend and hold harmless City from and against any Claims arising out of (a) any breach of any representation or warranty by Master Lessee, (b) any breach or default by Master Lessee under this Agreement, and (c) any act or omission of Master Lessee or its agents or representatives relating to the period of time subsequent to the Closing, excluding, however, any Claims arising out of any act or omission, or series of similar or related acts or omissions, of City commencing prior to the Closing Date and continuing after the Closing Date.

11. **DEFAULT.**

11.1 Master Lessee's Default. If Master Lessee fails to perform its obligations under this Agreement, City will have the right of specific performance, and City hereby waives City's right to sue Master Lessee for damages. Specific performance of this Agreement is the only remedy which would compensate City if Master Lessee fails to carry out its obligations under this Agreement.

11.2 City's Default. If City fails to perform any of City's obligations under this Agreement, Master Lessee will have the right of specific performance, and Master Lessee hereby waives Master Lessee's right to sue City for damages. Specific performance of this Agreement is the only remedy which would compensate Master Lessee if City fails to carry out its obligations under this Agreement.

12. **BROKER.** Neither Master Lessee nor City has dealt with any real estate agent, broker or finder in connection with the transaction contemplated by this Agreement.

13. **INTERPRETATION.** The section headings in this Agreement have been inserted for convenience of reference only and do not define, modify or describe the scope or intent of any of the terms of this Agreement. This Agreement will be interpreted and enforced in accordance with its provisions and without the aid of any custom or rule of law requiring or suggesting construction against the party drafting or causing the drafting of the provisions in question.

14. **NOTICES.** All notices, demands or communications required or permitted under this Agreement will be in writing and delivered by hand or mailed by certified mail, return receipt requested, postage and registration or certification charges prepaid, or by nationally recognized overnight courier service, to the party entitled thereto at the address first set forth above, or such other party(ies), address(es) or fax number(s) as either party-specifies by written notice to the other from time to time.

15. **ATTORNEYS FEES AND COSTS.** In the event of any litigation or arbitration arising out of this Agreement, the prevailing party will be entitled to recover all expenses and costs incurred, including reasonable attorneys' fees and costs. This Section will survive the Closing.

16. **GOVERNING LAW.** This Agreement will be governed by and construed and enforced in accordance with the internal laws of the State of California without regard to principles of conflicts of laws.

17. **JURISDICTION AND VENUE.** The parties acknowledge that any civil action or legal proceeding arising out of or, relating to this Agreement shall be brought in the courts of record of the State of California in Los Angeles County, the county in which the Property is located. Each party consents to the jurisdiction of such county in any such civil action or legal proceeding and waives any objection to the laying of venue of any such civil action or legal proceeding in such court. Service of any court paper may be effected on such party by mail, as provided in this Agreement, or in such other manner as may be provided under applicable laws, rules of procedure or local rules.

18. **INTEGRATION.** All prior understandings and agreements between the parties with respect to the subject matter of this Agreement, are merged in this Agreement. Neither party is relying upon any statement, covenant or representation made by any other party which is not embodied in this Agreement.

19. **AMENDMENTS.** No purported amendment to or waiver of any term of this Agreement will be binding upon any party, or have any other force or effect in any respect, unless the same is in writing and signed by the party to be charged.

20. **ASSIGNMENT.** Except as set forth herein, neither Master Lessee nor City may assign this Agreement without the prior written consent of the other party. Notwithstanding the foregoing, either party may assign this Agreement to any Affiliate without the other party's consent, after which the assignee may enforce all rights and remedies of the assigning party under this Agreement. Master Lessee may designate a nominee, who must be an affiliate of Master Lessee, to take title to the Master Lease and Tenant Lease and City shall convey the Master Lease and Tenant Lease to such nominee.

21. **BINDING EFFECT.** This Agreement will be binding upon, and will inure to the benefit of, the City, Master Lessee and their respective successors and assigns.

22. **FURTHER ASSURANCES.** Each party will, from time to time, execute, acknowledge and deliver such further instruments, and perform such additional acts, as the other party may reasonably request in order to effectuate the intent of this Agreement. This Section will survive the Closing.

23. **THIRD PARTIES.** Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies to any Persons other than City, Master Lessee and their respective successors and assigns.

24. **COUNTERPARTS.** This Agreement may be executed in one or more counterparts each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. In the event that any signature is delivered by email or facsimile transmission, such signature shall create a valid and binding obligation of the party executing with the same force and effect as if such signature page were an original thereof.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.  
SIGNATURE PAGE FOLLOWS.

The parties hereto have executed this Agreement on the dates set forth below.

CITY:

CITY OF SOUTH PASADENA

By: \_\_\_\_\_

Name:

Title:

Date: \_\_\_\_\_

MASTER LESSEE:

**TVT I, LLC**

By: \_\_\_\_\_

Name:

Title:

Date: \_\_\_\_\_



**Schedule of Exhibits**

Schedule 1	Defined Terms
Schedule 6.1	List of City' s Closing Documents
Schedule 6.2	List of Master Lessee's Closing Documents
Exhibit "A"	Legal Description of Premises
Exhibit "B"	Terms and Correct Description of Tenant Lease
Exhibit "C"	Tenant Communication Authorization Letter
Exhibit "D-1"	Landlord Estoppel
Exhibit "D-2"	Tenant Estoppel
Exhibit "E"	Form of Master Lease

Schedule 1.1

Defined Terms

The following terms will have the following meanings throughout this Agreement:

"Affiliate" - with respect to a Person, any other Person that, directly or indirectly through one or more intermediaries, controls, is controlled by or is under common control with the first Person.

"Business Day" - any day other than a Saturday, Sunday or a day upon which banking institutions in the State of Florida are authorized, or required by law to close.

"Claim" - any claim, damage, loss, liability, obligation, demand, defense, judgment, suit, proceeding, disbursement or expense, including reasonable attorneys' fees or costs (including those related to appeals).

"Closing" - the date upon which the consummation of the purchase and sale of the Property occurs in accordance with the terms of this Agreement.

"Closing Date" - the second (2nd) Business Day following the expiration of the Inspection Period, unless extended by the terms of this Agreement or by mutual consent of Master Lessee and City.

"Code" - the federal Internal Revenue Code of 1986, as amended.

"Effective Date" - the later of the dates that City and Master Lessee have executed this Agreement.

"FAA" - Federal Aviation Administration.

"FCC" - Federal Communications Commission.

"Governmental Authority" - the United States of America, the state, county, city or other municipality in which any of the Property is located, any entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to any of them (including the FAA, the FCC, any drainage district, street lighting district or special taxing district).

"Improvements" - all towers, poles, buildings, equipment shelters, storage facilities, cabinets, anchors, guy wires and other improvements owned by City (if any) which are located on or appurtenant to the Property.

"Included Leases" – each of the Tenant Leases provided (a) (i) each Tenant has not filed bankruptcy, (ii) each Tenant Lease does not expire within six (6) months following the Closing Date, (iii) each Tenant has not provided notice to City that it intends to terminate (including notice of non-renewal) or repudiate the Tenant Lease, and (iv) each Tenant has not alleged a default by the landlord under the Tenant Lease prior to the Closing Date, and (b) each Tenant has installed and maintains its equipment on the Master Lease and the Tenant has commenced paying rent under the Tenant Lease. No Tenant Lease with an Affiliate of City shall be considered an Included Lease.

"Included Revenues" - an amount equal to the product of twelve (12) times the rent payments paid or payable (provided the same are not more than thirty (30) days delinquent) by Tenant under an Included Lease in the thirty (30) day period preceding the Closing Date; provided, however, such amount (a) shall not include any security deposits, prepaid rents (unless taken into income by Master Lessee), refunds to tenants, sales, property, excise or similar taxes imposed by Governmental Authorities and collected from subtenants and pass through expenses collected from Tenant, and (b) shall include, in the case of prepaid rent, an apportioned amount of such prepaid rent attributable to such thirty (30) day period.

"Income and Expense Affidavit" - an affidavit from City to Master Lessee attesting to the income and expenses associated with the Property.

"Inspection Period" - the period commencing on the Effective Date and ending on the first (1<sup>st</sup>) Business Day following the latter of (i) the thirtieth (30<sup>th</sup>) day thereafter; or (ii) thirty (30) days after the date on which the Tenant has either waived its right of first refusal or failed to timely exercise its right of first refusal under the Tenant Lease; or (iii) thirty (30) days after the date on which the Property is free and clear of all options, consents, and/or agreements encumbering the sale of the Property or assignment of the Tenant Lease(s).

"Key Documents" - documents including, but not limited to, fully executed Tenant Leases, Landlord Estoppels (executed by Landlord and confirming status of Tenant Leases), sufficient proof of rental income, current tax bill, deed, and entity information.

"Legal Requirements" - any law, ordinance, order, rule or regulation of any Governmental Authority which pertains to the Property or City, including all building, zoning, land use, subdivision, setback, platting, health, traffic, environmental, hazardous waste, natural resources or flood control matters.

"Permits" - all permits, licenses, authorizations, certificates of occupancy, certificates of completions, variances and similar approvals of any Governmental Authority having jurisdiction over the Premises.

"Premises" - the real property described in **Exhibit "A"** upon which the Master Lease is located.

"Permitted Exceptions" - exceptions to title which Master Lessee fails to object to in writing during the Inspection Period.

"Person" - a natural person, corporation, partnership, limited liability company, trust, joint venture, unincorporated association, Governmental Authority or other entity.

"Property" - the Property is defined to mean the City's interest in the Master Lease granted pursuant to this Escrow Agreement for Master Lease. The Property also collectively includes the Tenant Leases. The Property does not include the City's underlying interest in the Premises as landlord.

"Price" - the amount set forth in Section 3.

"Service Contracts" - all service contracts, maintenance contracts and management contracts, if any, affecting the Property.

"Tangible Personal Property" - all personal property, furniture, fixtures, equipment, appliances and other items of personal property owned by City and used in connection with the Master Lease.

"Tenant Leases" - the leases, licenses and other occupancy agreements described on **Exhibit "B"** pursuant to which the Tenants are granted the right to use space or install equipment in the Master Lease.

"Tenants" - lessees, licensees or other occupants under the Tenant Leases.

Schedule 6.1

List of City's Closing Documents

1. The Master Lease.
2. The Assignment.
3. Tenant Authorization Letter.
4. Landlord Estoppels and Tenant Estoppels; evidence of Tenant ROFR waiver, if applicable.
5. The Income and Expense Affidavit.
6. Complete unredacted copies of the Tenant Lease and any amendment thereto.
7. A notice from City to the Tenant in form and substance reasonably acceptable to Master Lessee informing the Tenant of the sale of the Property to Master Lessee.
8. Evidence that all applicable utility charges for the Master Lease have been paid through a date not more than thirty (30) days prior to the Closing Date.
9. An affidavit to Master Lessee's title insurer, in form and substance reasonably acceptable to Master Lessee, which will be sufficient to have the standard printed exceptions deleted from the title insurance policy of Master Lessee and its lender.
10. An affidavit certifying that City is not a "foreign person" under Section 1445(f)(3) of the Code.
11. A W-9.
12. A certificate from City, in form and substance reasonably acceptable to Master Lessee, certifying that all representation and warranties of City remain true and correct as of the Closing Date.
13. All keys and other security access devices, if applicable.
14. An executed, recordable subordination and a non-disturbance agreement for all mortgages, deeds of trust or any other liens against the Premises prior to Closing, or a statement signed by City that there are no mortgages, deeds of trust, or other liens against the Premises.
15. Any other documents or instruments required by this Agreement or reasonably requested by Master Lessee to consummate the Closing.

Schedule 6.2

List of Master Lessee's Closing Documents

1. The Price subject to all adjustments, credits and prorations provided for in this Agreement.
2. The Master Lease.
3. The Assignment.
4. Any other documents or instruments required by this Agreement or reasonably requested by City to consummate the Closing.

Exhibit "A"

Legal Description and Address of each parcel comprising the Premises on which the Master Lease will be situated:

EXHIBIT "B"

True and Correct Copies of Tenant Leases

EXHIBIT "C"

Tenant Communication Authorization Letter



Exhibit "D-1"

Form of Landlord Estoppel

RE: Lease Agreement dated \_\_\_\_\_ ("Lease") by and between (Landlord") and ("Tenant") with respect to certain real property located at \_\_\_\_\_ ("Property").

TVT I, LLC, a Delaware limited liability company ("Master Lessee"), may take an assignment of the Lease together with a non-exclusive easement for access and utilities over a portion of the Property, under a Master Lease and Assignment of this Lease by City to Master Lessee. As part of Master Lessee's due diligence review in determining whether to consummate this transaction, we would ask that you confirm the following:

1. Attached as "Exhibit "A" is a true and complete copy of the Lease and all amendments or modifications thereto. The Lease is not in default and is valid and in full force and effect on the date hereof. The Lease constitutes the entire agreement between you and Tenant with respect to the subject matter thereof. The Tenant is the current tenant under the terms of the Lease.
2. The Lease commenced on \_\_\_\_\_ and the expiration date of the initial term of the Lease is \_\_\_\_\_.
3. The rent commencement date under the Lease was \_\_\_\_\_. Tenant's current monthly rent under the Lease is \$ \_\_\_\_\_. Rent shall escalate in accordance with the Lease. Tenant pays no additional monthly rent. All rent, additional rent and other charges due and payable under the Lease have been paid through \_\_\_\_\_.
4. There are no defaults existing under the Lease on the part of Tenant or Landlord and, to Landlord's knowledge no events have occurred that, with the passage to time or the giving of notice, or both, would constitute a default under the Lease; there is no existing basis for Tenant to cancel or terminate the Lease; there exist no defenses, offsets, credits, deductions in rent or claims against the enforcement of any of the agreements, terms, covenants or conditions of the Lease; and there are no unexpired free rent periods, rent concessions or other unpaid allowances owing to Tenant.
5. Landlord acknowledges that Master Lessee shall withhold three (2) months' rent attributable to the Lease at closing with such amount to be promptly reconciled once Tenant commences payment directly to Master Lessee. Landlord shall remit all rental payments received from Tenant that are attributable to any period subsequent to closing to Master Lessee at the address stated below:

495 Tennessee Street, Ste 152, Memphis, Tennessee 38103, Attn: Controller

This \_\_\_ day of \_\_\_\_\_, 2020:

\_\_\_\_\_

STATE OF  
COUNTY OF

Personally appeared before me, a Notary Public of said state and county, \_\_\_\_\_, the within named bargainer, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he/she executed the within instrument for the purposes therein contained.

WITNESS MY HAND, at office, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires:  
\_\_\_\_\_

**“A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.”**

Exhibit "D-2"  
TENANT ESTOPPEL

KNOW ALL PERSONS BY THESE PRESENTS:

The undersigned ("Tenant") is a party to that Lease of Tower Space (the "Tenant Lease") dated \_\_\_\_\_, by and between \_\_\_\_\_ ("Tenant Lease"), and \_\_\_\_\_ (the "Landlord"), pursuant to which Tenant is leasing a \_\_\_\_\_ square foot area for use as a communications facility (the "Communications Facility") located in South Pasadena, Los Angeles County, California . The Landlord is in the process of entering into a Master Lease to assign the City's interest as landlord in the communications facility and assign the Tenant Lease to TVT I, LLC, a Delaware limited liability company ("Master Lessee") and hereby requests that Tenant certify certain facts to Master Lessee in order to induce Master Lessee to consummate its acquisition of an easement over the tower site.

Tenant hereby covenants, agrees and certifies to Master Lessee and its successors and assigns that: (i) the Tenant Lease is in full force and effect according to its terms; (ii) the present term of the Tenant Lease expires on \_\_\_\_\_, 20\_\_\_\_, subject to renewal according to the terms of the Tenant Lease; (iii) neither Tenant nor, to Tenant's knowledge, the Landlord is in default under the Tenant Lease; (iv) the current annual rental payment due under the Tenant Lease is \$ \_\_\_\_\_, subject to the periodic adjustments to such amount set forth in such Tenant Lease; (v) Tenant's equipment is presently installed and operating at the Tower and Tenant does not intend to, nor has it given notice to any party of its intent to, remove it equipment and facilities from the Tower and/or terminate its utilization of the Tower prior to the expiration of the present term of the Tenant Lease; and (vi) the Tenant Lease has not been amended.

Tenant hereby acknowledges and agrees that Master Lessee and its successors and assigns will rely on this Certificate.

\_\_\_\_\_

By:  
Name:  
Title:

Date:

STATE OF  
COUNTY OF

Personally appeared before me, a Notary Public of said state and county, \_\_\_\_\_, the within named bargainer, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he/she executed the within instrument for the purposes therein contained.

WITNESS MY HAND, at office, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires:  
\_\_\_\_\_

**“A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.”**

Exhibit "E"  
Form of Master Lease



# City Council Agenda Report

ITEM NO. 20

**DATE:** August 19, 2020

**FROM:** 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 - Phase 2**

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## **Recommendation**

It is recommended that the City Council:

1. Approve Phase 2 of the Al Fresco Dining and Retail Pilot Program (Program) authorizing Staff to review and approve applications for use of parking lanes, where feasible, in the public right of way; and
2. Approve the use of up to \$50,000 of Proposition C Local Return Funds to implement concrete barriers for the roll-out of the Phase 2 parking lane closures; and
3. Authorize the City Manager to execute an on-call contract with Right-of-Way, Inc. in an amount not to exceed \$50,000 to implement concrete barriers for Phase 2 parking lane closures.

## **Executive Summary**

Per the City Council's direction on August 5, 2020, Staff is returning with recommendations for Phase 2 of the Al Fresco Dining and Retail Pilot Program to utilize spaces within the public right of way to support local businesses during the pandemic. The recommendations are based on applications received through August 7, 2020 and available funding. Staff is recommending that Council authorize staff to review and approve applications for the use of the parking lane for the Program; and is recommending an on-call contract with Right of Way, Inc., to implement the necessary concrete barriers to block off the parking lane for businesses to start utilizing the parking lane for approved outdoor uses. To address other requests for temporarily closing vehicle travel lanes, traffic studies are required. Staff has issued a Request for Proposals (RFPs) for a traffic study to analyze the traffic impacts of closing one traffic lane in each direction on Mission Street from Orange Grove Avenue to Fair Oaks Avenue; and closing Meridian Avenue from Mission Street to El Centro Avenue to vehicular traffic, for consideration. Staff will return to the City Council to authorize the traffic study contract in September for potential use of travel lanes.

## **Commission Review and Recommendation**

On July 21, 2020, the COVID-19 Mobility and Transportation Related Matters Ad Hoc Committee of the Mobility, Transportation and Infrastructure Commission (MTIC) provided a commission-led presentation and discussion on temporary potential right of way improvements to accommodate the Program. The Commission provided general support for parking and possible travel lane closures on Mission Street and the use of K-rated concrete barriers along the

length of any street or lane closures for safety. Staff will provide an update to the MTIC at their next meeting on August 18, 2020; and will seek feedback from the MTIC on future implementation of the Al Fresco Dining and Retail Program upon completion of the traffic studies.

### **Discussion/Analysis**

On May 20, 2020, the City Council directed Staff to provide recommendations of how the City could support local businesses during the Coronavirus pandemic. On June 17, 2020, the City Council authorized Phase 1 of the Program including temporarily relaxation of the existing Temporary Use Permit (TUP), Encroachment Permit, parking requirements, and associated fees to facilitate the use of private outdoor areas for dining and retail purposes while maintaining the necessary social distancing protocols. Two applicants participated in Phase 1 of the Al Fresco Program. The temporary relaxation of TUP and parking requirements is valid for 90-days following the City Council's proclamation to terminate the emergency declaration. On August 5, 2020, the City Council authorized the expansion of Phase 1 to include the expediting Sidewalk Dining Permits, waiving Sidewalk Dining Permit fee, and the use of City-owned parking lots for ADA replacement parking. Eight businesses have applied for sidewalk dining since the beginning of the pandemic. In addition to expanding Phase 1 of the Al Fresco Program on August 5th, the City Council also authorized Staff to solicit applications from businesses interested in using the parking lane for the Program; and issue RFPs for traffic control plans for the use of parking lanes and traffic studies for the use of travel lanes associated with the program. Six businesses have applied for use of the parking lane.

Staff has been working with the Chamber of Commerce to outreach to local businesses in order to develop Phase 2 program recommendations and funding for Council's consideration on August 19, 2020. As of August 7, 2020, eleven (11) Program applications, as shown in the Attachment: Al Fresco Dining and Retail Pilot Program Applications Received, have been received and have been approved or are being processed. Of the eleven applications, six applications are for Phase 2 and are dependent on Council approval of use of the parking lanes for the Program. If approved, Phase 2 of the Program will enable businesses to apply to utilize the public right-of-way including parking lanes, and potentially travel lanes/side streets, for additional outdoor dining and retail. To roll-out Phase 2, Staff is recommending that funding assistance up to \$50,000 be provided from Proposition C funds to implement the traffic control plans (concrete barriers and striping), as described below, for applications submitted on or before August 7, 2020, once finalized and approved. If Council approves use of the parking lane for the Program, applications received after August 7, 2020 for street closure/land closures will still be considered, but the cost for design and implementation of the concrete barriers and striping will be the responsibility of each business to provide.

Based on the applications received, Staff recommends parking lane closures and related funding assistance for Traffic Control Plans at the following locations, where feasible and avoiding driveways:

- North- and south-side of Mission Street from Meridian Avenue to Diamond Avenue
- North-side of Mission Street from Diamond Avenue to Fairview Avenue

Al Fresco Dining and Retail Pilot Program - Phase 2

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- East- and west-side of Diamond Avenue from Mission Street to Pico Alley
- North- and south-side of Mission Street from Mound Avenue to Edison Lane
- North-side of El Centro Avenue from the train tracks to Meridian Avenue

Due to the high cost of concrete barriers, Staff has clustered the parking lane closure requests in order to provide a more efficient use of limited resources. In order to ensure public safety, parking lane closure requests must include an additional 20-30 feet in the direction of oncoming traffic to provide a buffer. If the above full-segment parking lane closures cannot be implemented with required concrete barriers and striping within the allotted \$50,000 Proposition C funds, Staff would reduce the scope of funding for the parking lane closures to meet the budget, with priority given to address the feasible parking lane closures directly adjacent to businesses who applied to the Program.

Staff recommends a sole-source on-call contract, not to exceed \$50,000, with Right of Way, Inc. to implement concrete barriers the Phase 2 parking lane closures. The company has done work in the City of South Pasadena for over 5 years, including the traffic management plans for the City’s open streets events, and has the local knowledge and technical expertise to implement concrete barriers for the Program in a cost effective and timely manner.

For consideration of temporarily closing travel lanes on Mission and Meridian for the Al Fresco Program, staff will return to City Council in September to authorize a consultant contract to conduct a traffic study. The traffic study would analyze traffic impacts of temporarily closing one traffic lane in each direction on Mission Street from Orange Grove Avenue to Fair Oaks Avenue; and closing Meridian Avenue from Mission Street to El Centro Avenue to vehicular traffic. Staff is currently working with Metro to determine if additional funding can be reallocated from the City’s Open Streets grant award to fund additional elements of the Al Fresco Program including these traffic studies.

Phase 2 of the Al Fresco Dining and Retail Program would require Staff reviews, as described below, of each application prior to approval.

Phase 2 Components	Implementation & Program Review Requirements
Phase 2A	Staff Recommendations to be presented for City Council consideration on August 19th based on applications received by August 7, 2020
Sidewalk Retail	<ul style="list-style-type: none"> <li>• Planning and Public Works Departments review of site plans to ensure adequate space for ADA access and social distancing</li> <li>• Public Works Department’s review of site plans to ensure the parkway is leveled prior to placement of the tables.</li> </ul>
Parking Lane Dining or Retail	<ul style="list-style-type: none"> <li>• Planning and Public Works Departments review of site plans to ensure adequate space for ADA access and social distancing</li> <li>• Traffic Control Plan to establish the location of barriers and other applicable safety measures</li> </ul>
Side Street Dining or Retail* <i>*on street segments that</i>	<ul style="list-style-type: none"> <li>• Planning and Public Works Departments review of site plans to ensure driveway access, adequate space for ADA access and social distancing</li> </ul>



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Phase 2 Components	Implementation & Program Review Requirements
<i>could be readily closed without negatively impacting traffic flow or pedestrian safety</i>	<ul style="list-style-type: none"> <li>Public Works Department review of the Traffic Control Plan to ensure proper barriers and signs are placed to detour the traffic.</li> </ul>
Phase 2B	Future recommendations by Staff to be based on applications received and associated studies required for implementation.
<p>Other Lane or Street Dining and Retail**</p> <p>** <i>on streets or lanes requiring traffic control and/or pedestrian safety studies</i></p>	<ul style="list-style-type: none"> <li>Traffic Control Plan to establish the location of barriers and other applicable safety measures</li> <li>Traffic Study to analyze the traffic impacts and establish appropriate mitigation measures</li> <li>Planning and Public Works Departments review of site plans to ensure adequate space for ADA access and social distancing; and driveway access</li> <li>Staff to procure barriers, striping and/or other applicable safety measures</li> </ul>

*Potential Funding*

Approximately \$50,000 in Proposition C Local Return can be used immediately to purchase barriers for roll-out of Phase 2 of the Program. Staff is currently working with the Los Angeles County Metropolitan Transportation Authority (Metro) to determine if additional funding can be reallocated from the City’s existing Open Streets grant award to fund additional elements of the Program in the future.

For all Al Fresco Program components approved the City Council, Staff will review applications and enforce subsequent use of the program for conformance to the following priorities and requirements:

*Public Safety for Temporary Improvements in the Public Right of Way*

Public safety access, as determined by the Public Works and Fire Departments must be maintained at all times; no obstructions to fire lanes, fire hydrants, building entrances/exits, or public utilities will be allowed. In addition, all uses must maintain at least 6 feet distance from pedestrian paths and transit stops. As determined by the Public Works Director, only concrete barriers or other K-rated traffic control devices will be required of the entire length of all approved dining and retail uses located within the roadway to ensure vehicles are physically separated from people. Staff has evaluated alternative forms of barriers and determined that concrete barriers are the most appropriate form of barricade to minimize risk and ensure public safety in the event of a vehicular collision. The estimated cost of renting the concrete barriers is \$10,000 per month for both sides of a city block; however, Staff is also researching purchasing the concrete barriers rather than renting them. Staff is researching potential funding sources for the barriers; upon availability, Staff will recommend funding and barricade locations for City Council’s consideration.

*Americans with Disabilities Act (ADA)*

All approved applications and subsequent operations, including maintaining minimum sidewalk

clearances and access to the parking lane, must comply with all minimum requirements of the ADA. Any ADA parking spaces that are removed as a part of any Al Fresco Dining and Retail Program application must be replaced.

#### *Street Furniture and Lighting*

Temporary landscaping and furniture, provided by the business owners, are permissible if they do not block pedestrian paths or prevent the ability to maintain 6 feet for social distancing. Applicants must provide a site plan in their Al Fresco application illustrating the location and placement of their street furniture. Appropriate lighting is required if operations are outside of daytime hours. Temporary shade structures, provided by the business owners, including canopies, tents, and umbrellas are permissible if they are securely weighted (i.e., 5-gallon buckets, 40-pound sandbags, etc.); no staking of tents will be permitted within the public right-of-way. Tents cannot have closed walls in place while open to the public and all sides should be open for air flow. All structures must be secured at the end of the night; any vandalism or theft will be the sole responsibility of the business owner.

#### *Operations and Maintenance*

The Al Fresco uses for each business shall not exceed their existing hours of operation. No food preparation, storage, or display shall be allowed within the public right-of-way. Business owners shall be responsible of the ongoing maintenance and cleanliness of their designated Al Fresco areas.

#### *Program Implementation*

Staff continues to work with businesses on applications for Phase 1 of the Al Fresco Dining and Retail Program and with the Chamber of Commerce to outreach to businesses to understand their needs. Staff will evaluate applications on a case-by-case basis to try to accommodate each individual business. Staff will attempt to cluster requests to use the roadway to ensure the most efficient use of the concrete barriers, minimize traffic impacts and maintain pedestrian safety.

#### **Next Steps**

1. Staff to work with Right-of-Way to implement Traffic Control Program for approved applications received on or before August 7, 2020, up to \$50,000.
2. Staff to continue working with the businesses on a case-by-case basis to review and approve applications for Phase 1 and Phase 2 as approved by City Council
3. Continue to identify applicable funding sources and grant opportunities to help offset the cost of the concrete barriers, traffic control plans, and traffic studies.
4. Approvals for Al Fresco Dining and Retail will expire 90 days after the City Council declares the end of the local emergency declaration.
5. Based on further outreach and lessons learned from the Al Fresco Dining and Retail Program, Staff will propose recommendations for City Council to consider modifying the temporary use of selected on-street parking spaces 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, Temporary Encroachment Permit, and Sidewalk Dining Permit. This would include the \$461 for the TUP application, \$105 for a Temporary Encroachment Permit, and \$124 for a Sidewalk Dining Permit.

Staff has identified \$50,000 in Proposition C Local Return funding that can be used to purchase traffic control concrete barriers for the Al Fresco Program for parking lane closures. In addition, Staff is currently working with Metro to determine if additional funding can be reallocated from the City's Open Streets grant award to fund other elements of the Al Fresco Program such as traffic studies for potential travel lane closures on Mission Street and Meridian Avenue. If traffic studies are ineligible for Metro funding, approximately \$25,000 would need to be designated from the General Fund to complete the traffic studies.

Attachments:

1. Al Fresco Dining and Retail Pilot Program Applications
2. On-Call Services Agreement - Right of Way, Inc.

**ATTACHMENT 1**  
**Al Fresco Dining and Retail Pilot Program**  
**Applications Received**

# Al Fresco Dining and Retail Pilot Program Applications Received

<b>Business</b>	<b>Address</b>	<b>Proposal</b>
<b>2 Kids</b>	1504 Mission	Utilize sidewalks, parking lane, and other right-of-way
<b>Aro</b>	1019 Mission	Utilize sidewalk, parking lane, side street, and other right-of-way
<b>Bistro de la Gare</b>	921 Meridian	Utilize off-street parking or other private space; and parking lane
<b>Hi Life</b>	1326 Fair Oaks Avenue	Utilize sidewalk and off-street parking
<b>Jones Coffee</b>	1006 Mission Street	Utilize sidewalks and parking lane
<b>Mamas</b>	1007 Fair Oaks	Designated curb-side pick-up and utilize off-street parking
<b>Mike and Anne's</b>	1040 Mission	Designated curb-side pick-up and utilize sidewalk
<b>Munch Co.</b>	1028 Mission	Utilize sidewalks
<b>Shiro</b>	1505 Mission	Utilize sidewalk, designated curb-side pick-up, and parking lane
<b>Teamorrow</b>	1005 Mission	Designated curb-side pick-up, utilize off-street parking, sidewalk, parking lane, and side street
<b>Videotheque</b>	1020 Mission	Designated curb-side pick-up, utilize off-street, sidewalk, parking lane, and side street

**ATTACHMENT 2**  
On-Call Services Agreement - Right of Way, Inc.

**MASTER ON-CALL SERVICES AGREEMENT  
Providing Payment of Prevailing Wages**

**(City of South Pasadena / Right of Way, Inc.)**

**1. IDENTIFICATION**

This MASTER ON-CALL SERVICES AGREEMENT (“Agreement”) is entered into by and between the City of South Pasadena, a California municipal corporation (“City”), and Right of Way, Inc. (“Contractor”).

**2. RECITALS**

- 2.1. City has determined that it requires the following services from a contractor for traffic control services for the Al Fresco Dining and Retail Pilot Program, including management plans, installation, and removal of the necessary traffic control management devices on a month to month basis.
- 2.2. Contractor represents that it is fully qualified to perform such 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.
- 2.3. This Agreement has been awarded to the lowest responsive and responsible bidder, on the basis of an objective fee schedule proposal for on-call services. The City has set the basis for the rate, in specific physical units. Contractor’s proposed rate including materials, labor, and all related costs, attached hereto as Exhibit B and incorporated herein by reference, is the fee schedule and basis for any Task Orders issued pursuant to 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 services as are set forth in Contractor’s August 12, 2020 proposal to City attached hereto as Exhibit A, as well as any executed Task Orders attached as Exhibits which shall be incorporated herein by reference.
- 3.2. “Approved Fee Schedule”: Such compensation rates as are set forth in Contractor’s fee schedule to City attached as Exhibit B and incorporated herein by this reference. Compensation shall be tied to a volumetric or otherwise objective measure of work which shall include labor costs without a separate hourly rate. For example, for paving work, the fee schedule shall be in terms of cubic feet of paving material. Labor costs

shall be included in all fee estimates and Contractor shall not separately charge for labor.

- 3.3. “City Reference Specifications”: The City’s set of Reference Specifications, including the State of California Department of Transportation Standard Specifications, Standard Plans, and Manual of Traffic Controls, latest edition of each, and the Los Angeles County Department of Public Works Standard Plans, which are incorporated herein by this reference and are hereby accepted as Reference Specifications. These specifications shall provide the technical standards for work as applicable, in the opinion of the Director of Public Works. Copies are available online, or at City Hall. To the extent any provisions in this Agreement or the Scope of Services are inconsistent with the City Reference Specifications, this Agreement’s terms shall prevail.
- 3.4. “Agreement Administrator”: The Agreement Administrator for this project is Joanna Hankamer, Director of Planning and Community Development. The Agreement Administrator shall be the principal point of contact at the City for this project. All services under this Agreement shall be performed at the request of the Agreement Administrator. The Agreement Administrator will establish the timetable for completion of services and any interim milestones. City reserves the right to change this designation upon written notice to Contractor.
- 3.5. “Maximum Amount”: The total amount of compensation for work performed under this Agreement shall be Fifty Thousand Dollars (\$50,000).
- 3.6. “Commencement Date”: August 19, 2020.
- 3.7. “Termination Date”: August 19, 2021

#### **4. TERM**

The term of this Agreement shall commence at 12:00 a.m. on the Commencement Date and shall expire at 11:59 p.m. on the Termination Date unless extended by written agreement of the parties or terminated earlier under Section 18 (“Termination”) below. Contractor 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. IDENTIFICATION OF PROJECTS**

When City determines a need exists for any of the services specified in Exhibit A to this Agreement, City and Contractor may execute a “Task Order” detailing the specific services needed, the applicable fees therefor in accordance with Exhibit B to this Agreement, and the time for completion of such services by Contractor. Each Task Order shall be attached to this Agreement as a sequentially-identified Exhibit and



thereby incorporated by reference. Contractor shall only perform services under this Agreement pursuant to a Task Order approved and executed by the City.

## 6. CONTRACTOR'S DUTIES

- 6.1. **Services.** Contractor shall perform the services identified in the Task Order. City shall have the right to request, in writing, changes to the Task Order. Any such changes mutually agreed upon by the parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to the Task Order or this Agreement.
- 6.2. **Coordination with City.** In performing services under this Agreement, Contractor shall coordinate all contact with City through its Agreement Administrator.
- 6.3. **Business License.** Contractor shall obtain and maintain in force a City business license for the duration of this Agreement.
- 6.4. **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.).
- 6.5. **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. Matt Coumans 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.
- 6.6. **Prevailing Wages.** This Agreement is subject to the prevailing wage law as more fully set forth in Section 9 (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.
- 6.7. **Unauthorized Delay.** Contractor shall complete all services associated with the Task Order within the time period specified therein, or within seven (7) work days after execution thereof if no time is specified, as directed by the Agreement Administrator. If Contractor fails to complete such services to the satisfaction of City within the designated time period, Contractor agrees to forfeit and pay City the amount of fifty

dollars (\$50.00) per day for each and every day of unauthorized delay beyond the designated time period, which shall be deducted from any monies due Contractor. This payment shall be considered liquidated damages. Contractor agrees that such liquidated damages are reasonable under the circumstances existing at the time of execution of the Task Order, that such liquidated damages are to compensate City for losses that are difficult to measure, and that such damages are not a penalty.

- 6.8. **Unforeseeable Delay.** Contractor shall not be deemed in breach of this Agreement or any Task Order, and no forfeiture due to delay shall be made, because of any delays in the completion of a Task Order due to unforeseeable causes beyond the control and without the fault or negligence of Contractor provided Contractor requests from the Agreement Administrator an extension of time in writing. Unforeseeable causes of delay beyond the control of Contractor shall include acts of God, acts of a public enemy, acts of the government, acts of City, or acts of another contractor in the performance of a contract with City, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and weather, or delays of subcontractors due to such causes, or delays caused by failure of the owner of a utility to provide for removal or relocation of existing utility facilities. Delays caused by actions or negligence of Contractor or its agents, servants, employees, officers, subcontractors, directors, or of any party contracting to perform part of all of the Scope of Services or to supply any equipment or materials shall not be unforeseeable delays. Unforeseeable delays (those beyond Contractor's control) shall not entitle Contractor to any additional compensation beyond the Maximum Amount. The sole recourse of Contractor shall be to seek an extension of time from the Agreement Administrator.
- 6.9. **Defective Work.** All work which is defective in its construction or deficient in any of the requirements set by City Reference Specifications shall be remedied or replaced by Contractor in an acceptable manner at its own expense. Defective work shall not entitle Contractor to any additional compensation beyond the Maximum Amount.
- 6.10. **Permits and Approvals.** Contractor shall obtain, at its sole cost and expense, all permits and regulatory approvals necessary for Contractor's performance of this Agreement. This includes, but shall not be limited to, professional licenses, encroachment permits and building and safety permits and inspections.
- 6.11. **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.
- 6.12. **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.

## 7. SUBCONTRACTING AND ASSIGNMENT

- 7.1. **General Prohibition of Assignment.** This Agreement covers construction 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.
- 7.2. **Contractor Responsible.** Contractor shall be responsible to City for all services to be performed under this Agreement.
- 7.3. **Subcontracting.** Contractor shall not subcontract any portion of the performance contemplated and provided for herein including any Task Order 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 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 any Task Order. Contractor is obligated to ensure that any and all subcontractors performing any services shall be fully insured in all respects and to the same extent as set forth under Section 13, to City's satisfaction.
- 7.4. **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.

## 8. COMPENSATION

- 8.1. **General.** City agrees to compensate Contractor for the services provided under this Agreement, and Contractor agrees to accept payment, the fees identified in the Task Order and in accordance with Exhibit B to this Agreement in full satisfaction for such services. Compensation shall not exceed the fees identified in Exhibit B to this Agreement, nor shall the total amount of compensation under this Agreement exceed the Maximum Amount. Contractor shall not be reimbursed for any expenses unless provided for in this Agreement and authorized in the Task Order.

- 8.2. **Retention.** City may retain up to 5% of each payment until project completion. Contractor may at its own expense substitute securities equivalent to the amount withheld as retention (or the retained percentage) in accordance with Public Contract Code 22300. At the request and expense of Contractor, securities equivalent to the amount withheld shall be deposited with City, or with a state or federally chartered bank in this state as the escrow agent, who shall then pay those moneys to City. Upon satisfactory completion of this Agreement, the securities shall be returned to Contractor.
- 8.3. **Invoices.** Contractor shall submit to City an invoice within 30 days of completion of each Task Order. Each invoice shall identify the Task Order amount as well as the total amount paid to the Contractor under prior Task Orders and invoices.
- 8.4. **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.
- 8.5. **Disputes.** The parties agree to meet and confer at mutually agreeable times to resolve any disputed amounts contained in an invoice submitted by Contractor.
- 8.6. **Additional Work.** Contractor shall not be reimbursed for any expenses incurred for work performed beyond that identified in a Task Order unless prior written approval is given by the City on a time-and-materials basis pursuant to a new or amended Task Order. Contractor shall not undertake any such work without prior written approval of the City. A new or amended Task Order shall be in accordance with the fees identified in Exhibit B to this Agreement.

## 9. LABOR CODE

- 9.1. **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.
- 9.2. **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.
- 9.3. **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.

- 9.4. **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.
- 9.5. **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.
- 9.6. **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.
- 9.7. **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).

## 10. PUBLIC CONTRACT CODE.

- 10.1. **Prompt Payment.** This Agreement is subject to the provisions of Article 1.7 (commencing at § 20104.50) of Division 2, Part 3 of the Public Contract Code regarding prompt payment of contractors by local governments. Article 1.7 mandates certain procedures for the payment of undisputed and properly submitted payment requests within 30 days after receipt, for the review of payment requests, for notice to the contractor of improper payment requests, and provides for the payment of interest on progress payment requests which are not timely made in accordance with this Article. This Agreement hereby incorporates the provisions of Article 1.7 as though fully set forth herein.
- 10.2. **Public Works Claims Less Than \$375,000.** To the extent applicable, this Agreement is further subject to the provisions of Article 1.5 (commencing at Section 20104) of Division 2, Part 3 of the Public Contract Code regarding the resolution of public works claims of less than \$375,000. Article 1.5 mandates certain procedures for the filing of claims and supporting documentation by the contractor, for the response to such claims by the contracting public agency, for a mandatory meet and confer conference upon the request of the contractor, for mandatory nonbinding mediation in the event litigation is commenced, and for mandatory judicial arbitration if the parties fail to resolve the dispute through mediation. This Agreement hereby incorporates the provisions of Article 1.5 as though fully set forth herein.
- 10.3. **Ineligible Subcontractor(s).** This Agreement is further subject to the provisions of Public Contracts Code 6109 which prohibits Contractor from performing work on this project with a subcontractor who is ineligible to perform work on the project pursuant to Labor Code 1777.1 or Labor Code 1777.7.
- 10.4. **Assignment of Actions.** Contractor and any and all subcontractors shall offer and agree to assign to City all rights, title, and interest in and to all causes of action it/they may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 4) or under the Cartright Act (Chapter 2 [commencing with Section 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to this Agreement. This assignment shall be made and become effective at the time City tenders final payment to Contractor, without further acknowledgment by the parties.

## 11. 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.

## 12. RELATIONSHIP OF PARTIES

- 12.1. **General.** Contractor is, and shall at all times remain as to City, a wholly independent contractor.
- 12.2. **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.
- 12.3. **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.
- 12.4. **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.

## 13. INDEMNIFICATION

- 13.1. **Definitions.** For purposes of this Section 12, "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.
- 13.2. **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.

- 13.3. **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.
- 13.4. **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.
- 13.5. **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.
- 13.6. **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.
- 13.7. **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.
- 13.8. **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.

## 14. INSURANCE

- 14.1. **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.
- 14.2. **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: Al Fresco Dining and Retail Pilot Program Traffic Management
- Documentation of Best's rating acceptable to the City.
- Original endorsements effecting coverage for all policies required by this Agreement.
- City reserves the right to obtain a full certified copy of any required insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of the right to exercise later.

14.3. **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

14.4. **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.

- 14.5. **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.
- 14.6. **Automobile Liability Insurance.** Covered vehicles shall include owned if any, non-owned, and hired automobiles and, trucks.
- 14.7. **Professional Liability Insurance.** If the Contractor is performing any surveying, engineering, architectural, or other design work for the project, Contractor shall provide proof of Professional Liability insurance in the amounts described above. If such work is not included in the Scope of Services, or required by the Task Order, Professional Liability Insurance shall not be required.
- 14.8. **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 Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.
- 14.9. **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 for Professional Liability if required, 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.
- 14.10. **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.

- 14.11. **Notices.** Contractor shall provide immediate written notice if (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; (3) or the deductible or self-insured retention is increased. 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: Planning and Community Development Department, South Pasadena, CA 95945.
- 14.12. **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.
- 14.13. **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.
- 14.14. **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.
- 14.15. **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.

- 14.16. **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.

## 15. MUTUAL COOPERATION

- 15.1. **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.
- 15.2. **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.

## 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 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

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

### If to Consultant

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

With courtesy copy to:

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

## 17. SURVIVING COVENANTS

The parties agree that the covenants contained in paragraph 6.12 (Records), paragraph 12.4 (Indemnification of CalPERS Determination), Section 13 (Indemnification), paragraph 14.8 (Claims-Made Policies), paragraph 15.2 (Contractor Cooperation in Defense of Claims), and paragraph 20.1 (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.

## 18. TERMINATION

- 18.1. **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.
- 18.2. **Contractor Termination.** Contractor may terminate this Agreement for a material breach of this Agreement upon 30 days' notice.
- 18.3. **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.
- 18.4. **Remedies.** City retains any and all available legal and equitable remedies for Contractor's breach of this Agreement.

## 19. INTERPRETATION OF AGREEMENT

- 19.1. **Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the State of California.
- 19.2. **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.

- 19.3. **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.
- 19.4. **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).
- 19.5. **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.
- 19.6. **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.

## 20. GENERAL PROVISIONS

- 20.1. **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.
- 20.2. **Conflicts of Interest.** Contractor maintains and 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.

- 20.3. **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.
- 20.4. **Binding on Successors.** This Agreement shall be binding on the successors and assigns of the parties.
- 20.5. **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.
- 20.6. **Time of the Essence.** Time is of the essence for each and every provision of this Agreement.
- 20.7. **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.
- 20.8. **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.
- 20.9. **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.
- 20.10. **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.

20.11. **Attorneys' Fees.** If legal action shall be necessary to enforce any term, covenant or condition contained in this Agreement, each party shall pay its own costs, including any accountants' and attorneys' fees expended in the action.

20.12. **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

“Consultant”  
Right of Way, Inc.

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

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

Printed: Stephanie DeWolfe

Printed: Matt Coumans

Title: City Manager

Title: General Manager

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Attest:**

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

Date: \_\_\_\_\_

**Approved as to form:**

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

Date: \_\_\_\_\_



## EXHIBIT A and B Scope of Work and Budget



**Right of Way, Inc.**  
150 E. Arrow Hwy.  
San Dimas, CA 91773

Phone : 626-930-9292 Fax : 626-930-9220

### Estimate

Date	Estimate #
8/12/2020	29496

<b>Billing Address:</b>
South Pasadena Management Department Attn: Margaret Lin 1414 Mission Street South Pasadena, CA 91030

<b>Customer Contact:</b>
South Pasadena Management Department Attn: Margaret Lin 1414 Mission Street South Pasadena, CA 91030 Email: mlin@southpasadenaca.gov

	Map Page	Rep	P.O. No.
		Matt	
Description	Qty	Rate	Total
Project Location: City of South Pasadena - Diamond Avenue Between Mission Street and El Centro Street - El Centro Street Between Glendon Way and Meridian Avenue - Mission Street Between Meridian Avenue and Fairview Avenue - Mission Street Between Fair Oaks Avenue and Mound Avenue Project Description: Al Fresco Dining and Retail Program - K-Rail Rental with Placement and Removal Fees			0.00
Crash Cushion-Attenuator Terminal - (Optional Cost) *	0	600.00	0.00
20ft Concrete K-Rails - (First Month)	44	85.00	3,740.00
20ft Concrete K-Rails - (Each Additional Month)	44	37.00	1,628.00
10ft Concrete K-Rails - (First Month)	3	62.50	187.50
10ft Concrete K-Rails - (Each Additional Month)	3	25.00	75.00
Crane and Rigging Fees, Install and Removal - (Based on 8 Hours) **	2	2,100.00	4,200.00
Freight and Trucking Fees (Move-In/Move-Out) *	16	700.00	11,200.00
Traffic Control, Install and Removal - (Based on 8 Hours) **	2	1,800.00	3,600.00
<b>*Prices are estimated and subject to change</b>			
			<b>Subtotal</b>
			<b>Sales Tax (9.0%)</b>
			<b>Total</b>



**Right of Way, Inc.**  
 150 E. Arrow Hwy.  
 San Dimas, CA 91773

Phone : 626-930-9292 Fax : 626-930-9220

# Estimate

Date	Estimate #
8/12/2020	29496

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<b>Customer Contact:</b>
South Pasadena Management Department Attn: Margaret Lin 1414 Mission Street South Pasadena, CA 91030 Email: mlin@southpasadenaca.gov

Description	Qty	Rate	Total	Map Page	Rep	P.O. No.
					Matt	
** Traffic Control Overtime Rate Consist of The Regular Pay and One Half ** ** All Traffic Control Labor for Sunday or That Exceeding 12 Hours or More Will Be Billed at Double The Regular Wages ** * Note: Please allow a minimum of (5-7) business days prior to this project, for scheduling, permit process and or sign orders. This project may require coordination with MTA, night work and noise variance approvals, fees and processing time may vary. The Various City's May Require Additional Site Maintenance and or Security. Estimate Excludes After Hours Site Maintenance Services, Please Call for Rates. All permits and drawings are subject to change and City approval. All project/site changes may effect rates. Any damaged or lost equipment will be billed to lessee/contractor at replacement value. Additional move in fees may vary pending labor requirements. Labor & Permit Rates for Saturday, Sunday and or Holidays may vary. <b>ACCEPTANCE OF PROPOSAL:</b> Right of Way Inc. is hereby authorized to perform the services described in the above proposal for which the undersigned agrees to pay the amount stated in said proposal, and according to the terms therefore.  Date: _____ Print Authorized Agent / Title: _____ Signature: _____ Project / Job No. _____ Purchase Order No. _____ Contract No. _____ ** This proposal is valid for 60 days from the bid date above. **			0.00			
*Prices are estimated and subject to change						
			<b>Subtotal</b>			\$24,630.50
			<b>Sales Tax (9.0%)</b>			\$0.00
			<b>Total</b>			\$24,630.50

**EXHIBIT C**

**TASK ORDER NO. 1  
TO MASTER PROFESSIONAL SERVICES AGREEMENT (2015)**

This Task Order No. 1 (“Task Order”) is made and entered into by and between the City of South Pasadena, a municipal corporation ("City"), and [Contractor] ("Contractor”).

**RECITAL**

- A. City and Contractor entered into an agreement entitled Master On-Call Services Agreement (“Agreement”) by which the Contractor agreed to perform traffic control services in accordance with Task Orders issued by the City.

**NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:**

- 1. **INCORPORATION BY REFERENCE.** This Task Order hereby incorporates by reference all terms and conditions set forth in the Agreement.
- 2. **SCOPE OF TASK ORDER.** Contractor shall perform the following services in accordance with the terms and conditions of the Agreement:

Traffic control services for the Al Fresco Dining and Retail Pilot Program, including management plans, installation, and removal of the necessary traffic control management devices on a month to month basis.

- 3. **PAYMENT.** For services performed by Contractor in accordance with this Task Order, City will compensate Contractor in accordance with the terms and conditions of the Agreement based on the Fee Schedule, attached thereto as Exhibit B and incorporated herein by reference. The total cost of this project is to be no more than \$50,000.00, as estimated based on the Approved Fee Schedule.
- 4. **SIGNATURES.** The individuals executing this Task Order represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Task Order on behalf of the respective legal entities of the Contractor and the City.

**IN WITNESS WHEREOF,** the City and Contractor do hereby agree to the full performance of the terms set forth herein.

**CITY OF SOUTH PASADENA**

**CONTRACTOR**

\_\_\_\_\_  
By: Stephanie DeWolfe  
Title: City Manager  
Date: \_\_\_\_\_

\_\_\_\_\_  
By: Matt Coumans  
Title: General Manager  
Date: \_\_\_\_\_



# City Council Agenda Report

ITEM NO. 21

**DATE:** August 19, 2020

**FROM:** Stephanie DeWolfe, City Manager

**PREPARED BY:** Karen Aceves, Finance Director

**SUBJECT:** **Authorize Statement of Revenues and Expenditures for Fiscal Year 2020-2021 in Accordance with Government Code Section 53901 and Provide Direction on Budget Process**

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## **Recommendation**

It is recommended that the City Council authorize the submittal of the anticipated statement of revenues and expenditures for Fiscal Year (FY) 2020/21 in accordance with government code section 53901 and provide direction on budget process.

## **Commission Review and Recommendation**

The statement of anticipated revenues and expenditures will be presented to the Finance Commission at their regularly scheduled meeting on August 27, 2020. At this meeting the Finance Commission will also be polled regarding the process to return to the budget following the completion of the audit as requested.

## **Executive Summary**

On June 24, 2020, the City Council approved resolution No. 7660 to continue appropriations of the FY 19/20 budget. The motion was made to allow for the completion of the current audit (Fiscal Year 2018/19), prior to adopting the FY 2020/21 budget. The audit is pending finalization by the audit firm and is anticipated to be completed in mid-September and presented to the finance commission and City Council.

In order to maintain compliance with the government code 53901, the City must submit a statement of anticipated revenues and expenditures within sixty days of the start of the FY. As such, staff recommends approval of the list of the anticipated revenues and expenditures attached. Following submittal and the presentation of the audit, staff will return to the previously prepared budget for FY 2020/21 and proceed per council direction.

## **Discussion/Analysis**

Pursuant to Government Code Section 53901, the City Council must either adopt a formal budget reflecting the current fiscal year or approve a list of anticipated revenues and expenditures for the current fiscal year within 60 days of the beginning of the fiscal year. The City Council asked that a formal budget not be adopted until the audit for FY 2018/19 be

completed. Since the audit and Consolidated Annual Financial Report (CAFR) will not be completed until mid-September, the attached statement will serve to comply with the government mandate.

The budget will be presented to the finance commission for review and approval once the audit is completed. Further, it is staff's recommendation that the budget be finalized after the first quarter has closed in order to have the most accurate revenue projections.

### **Next Steps**

Once the audit and CAFR are presented staff will revisit the previously prepared budget for City Council consideration. Since the presentation of the budget in June, there have been several developments that City Council may wish to be considered in budget revisions, including most notably the following:

- Requests from the community to consider the Defund the Police movement to shift dollars from Police budgets to other services;
- The continuation of the "Safer at Home" order which has required ongoing closure of businesses and services, including city programs and facilities, ;
- Possible need for General Fund dollars for immediate community priorities such as Al Fresco dining and neighborhood traffic calming measures on Fremont and Meridian;
- Reconsideration of the total cost reduction proposal since the labor groups declined to consider pull back of the cost of living increase schedule and granted in July;
- Additional changes to revenue projections resulting from first quarter actuals

These events may have shifted community priorities and have certainly further changed revenues. Additional tradeoffs will now be necessary to close the budget gap, and may require further community input. Staff is seeking direction from the Council on how to move forward with the budget once the audit is complete. Some alternatives are provided below:

1. Council can consider the budget with the same expenditures as presented in June and direct staff to update the fund balances and revenues, leaving the remaining issues above to be addressed with the second quarter update. This would allow more time for community engagement and thoughtful consideration of these issues and would allow labor negotiations to continue.
2. Council can direct staff to begin a community engagement program and fully update the entire budget as a result of those conversations. This alternative immediately engages the community in a range of budget considerations, however this will require extensive staff

time when staff is beginning the next audit. Pulling staff away from the audit will shift it out and perpetuate the current cycle of delay. This option would be better served by the engagement of an outreach consultant to actively engage the community on important shifting social priorities.

As soon as the current CAFR is approved, staff will begin working on the next CAFR in order to ensure that the City returns to timely submittals. Further, Finance staff will simultaneously be working on additional audits including the Metro audit, which will further constrain resources. Finally, the finance team is heavily involved in the tracking and submittal of Covid-19 reimbursements to ensure the City recovers as much as possible through all the federal and state resources.

Undoubtedly 2020 has presented operational and financial challenges both within the City's internal finances and as part of the greater economy. Staff will continue to provide the most up to date financial information in order to ensure the City can appropriately prepare for the challenges it may face immediately and for the longer term.

#### **Legal Review**

The City Attorney has reviewed this item.

#### **Fiscal Impact**

The statement of anticipated revenues and expenses is a compliance document which will be superseded by the formal budget once it is adopted by City Council.

#### **Environmental Analysis**

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

#### **Public Notification of Agenda Item**

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

Attachment: Statement of Anticipated Revenues and Expenses for FY 2020/21

**ATTACHMENT 1**  
**Statement of Anticipated Revenues and**  
**Expenses for FY 2020/21**

**City of South Pasadena  
Anticipated Revenues and Expenditures  
Governmental Funds  
For Fiscal Year Ending June 30, 2021**

	General Fund	Nonmajor Governmental Funds	Total Governmental Funds
<b>Revenues</b>			
Taxes	\$ 22,669,666	\$ 2,288,921	\$ 24,958,587
Assessments	-	880,000	880,000
Licenses and permits	781,780	25,000	806,780
Intergovernmental	33,500	1,051,827	1,085,327
Charges for services	2,686,769	273,000	2,959,769
Use of money and property	541,250	113,635	654,885
Fines and forfeitures	265,000	-	265,000
Contributions	-	-	-
Miscellaneous	483,384	-	483,384
<b>Total revenues</b>	<b>27,461,349</b>	<b>4,632,383</b>	<b>32,093,731</b>
<b>Expenditures</b>			
Wages and benefits	20,003,795	1,251,638	21,255,433
Operations and maintenance	5,973,353	2,925,470	8,898,823
Capital outlay	103,100	2,224,167	2,327,267
Excess (deficiency) of revenues over (under) expenditures	(438,899)	(1,768,892)	(387,792)
<b>Other Financing Sources (Uses)</b>			
Transfers in	-	1,000,000	1,000,000
Transfers out	(1,820,000)	-	(1,820,000)
Total other financing sources (uses)	1,820,000	1,000,000	(820,000)
<b>Total expenditures</b>	<b>27,900,248</b>	<b>6,401,275</b>	<b>32,481,523</b>





# NORTH/SOUTH CORRIDOR SMART MOBILITY PLAN: FREMONT AVENUE

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CITY COUNCIL  
AUGUST 19, 2020



# FREMONT AVENUE



- Classification: Arterial
- Capacity of Arterial: 1,600 to 1,900 vph per lane
- Two lane arterial (one lane in each direction)
- Posted Speed Limit 30 mph



# Fremont Ave Data Overview

- Average Traffic Volumes
  - 2014: 26,071 vehicles
  - January 22, 2020: 18,494 vehicles
  - Decrease between 2014 and 2020: 29.1%
  - AM Peak: 1,236 & PM Peak: 1,448 (both directions)
- Average Speed
  - 2020: 29 mph (consistent with 2014 speed survey data)
  - Actual travel speed 23 to 24 mph
  - 81% of the vehicles traveling within posted speed limits
- Vehicle Classification
  - Single Unit Vehicles (passenger cars/SUV): 18,051 units (98%)
  - 2-Axel 6 tire (mostly utility trucks): 380 units (2%)
  - Large Trucks (3-axel units): 25 units



## Neighborhood Concerns

- Decrease congestion and illegal trucks.
- Deter excessive speeding.
- Safe pedestrian crossings and sidewalk connectivity.
- Make Fremont more family and pedestrian friendly.

## Neighborhood Requested Improvements

- Installation of digital speed signs.
- Construction of medians restricting illegal trucks accessing the street.
- Creation of a roundabout/crosswalk at Fremont and Buena Vista, including pedestrian control features like RRFB.



# Short Term Measures: Fremont Ave

- Replace faded striping along the corridor.
- Added “Keep Clear” striping/signage at Fremont and Lyndon.
- Add high visibility crosswalks on Buena Vista St.
- Add speed limit signage as needed.
- Striping for parking spaces.
- Coordination with Police Department to increase enforcement and deployment of portable speed feedback signage.
- Install additional signage to deter trucks on Fremont Ave.
- Completed CIP Project Forms for Fremont Avenue funding.
- Applied for Metro MAT grant seeking funding for Active Transportation.
- Continue to collaborate with the Families on Fremont.



# MTIC Short Term Requested Items: Fremont Ave

- Northbound left turn lane on Fremont Ave at Buena Vista St.
- Edge line striping along Fremont Ave.
- Painted medians.
- Reverse curve sign and advisory speed limit sign adjacent to flashing beacon on Fremont Ave near Buena Vista St.
- Relocate the speed limit sign near 411 Fremont Ave closer to Columbia St.
- Repaint the Speed Limit pavement markings (between Buena Vista Ave and Foothill St).
- Update pedestrian signal crossing timings on Fremont Ave.
- Additional signage to deter trucks from turning onto Fremont Ave.



# MTIC Short Term Requested Items: Fremont Ave

- Activate northbound right turn traffic signal at Fremont Ave and Huntington Dr (complete).
- Add protected left turn traffic signal from southbound Fremont onto eastbound Huntington Dr (Capital Project).
- Update signal timings at Fremont Ave and Huntington Dr (coordinate with above).
- No Left turn on Fremont Ave from side streets during school drop off and pick up.
- Additional red curb paint on Fremont Ave north of Buena Vista St.
- Collaborate with Cities of Pasadena and Alhambra on Fremont Ave.



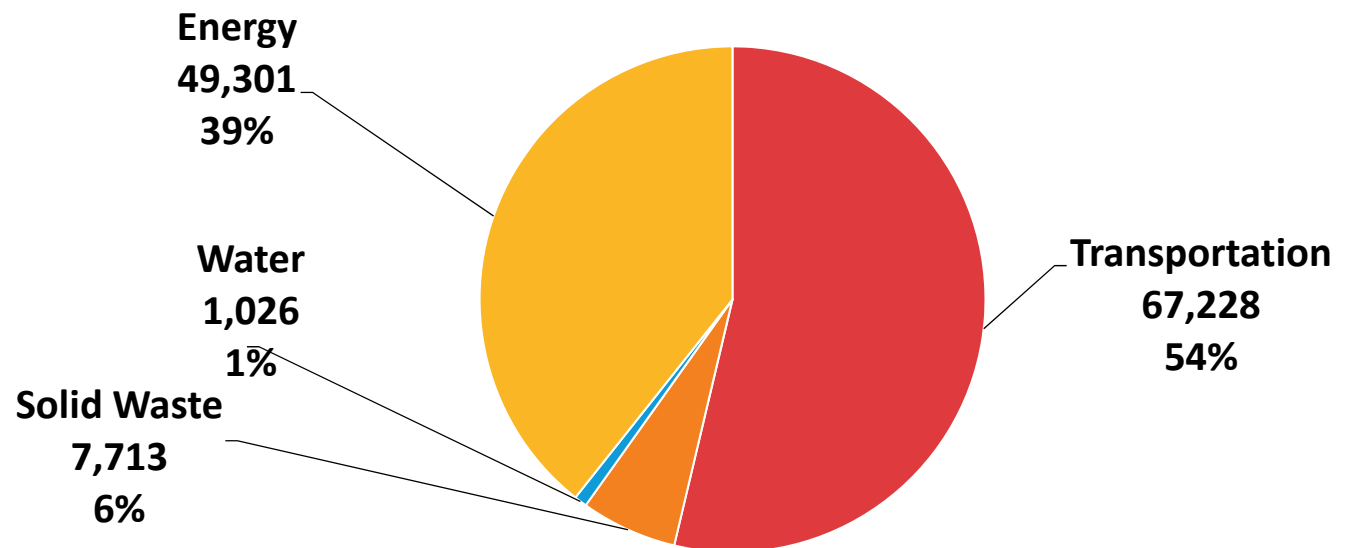
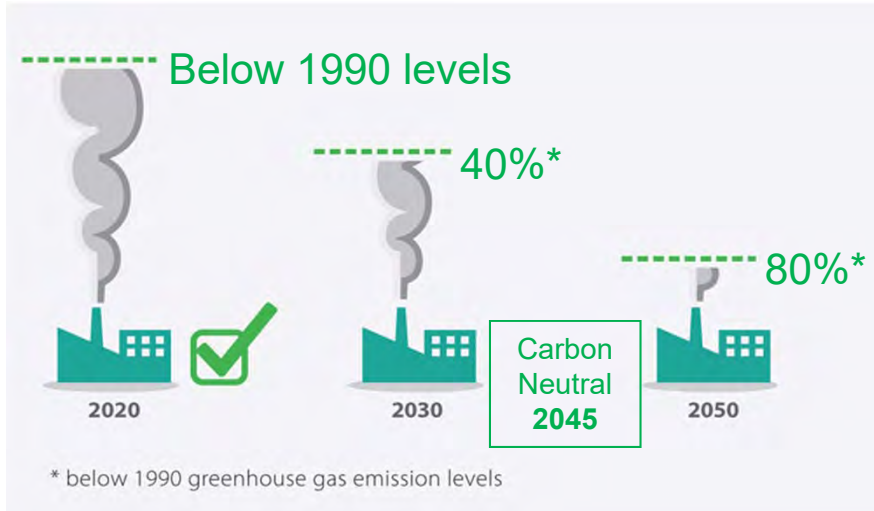
## City's Plan Looking Ahead on Fremont Ave

- Staff continues to work with Families on Fremont to gain support for the Fremont Avenue Complete Street Project.
- Convert Fremont Avenue to a “*Livable Complete Street*” with “*Smart Mobility and Active Transportation*” incorporating “*Green Streets*” design elements.
- Complete Street Definition: “A transportation facility that is planned, operated and maintained to provide safe mobility for all users, including bicyclists, pedestrians, transit riders, and motorists appropriate to the **function and context** of the facility.” – Caltrans Deputy Directive 64-R2



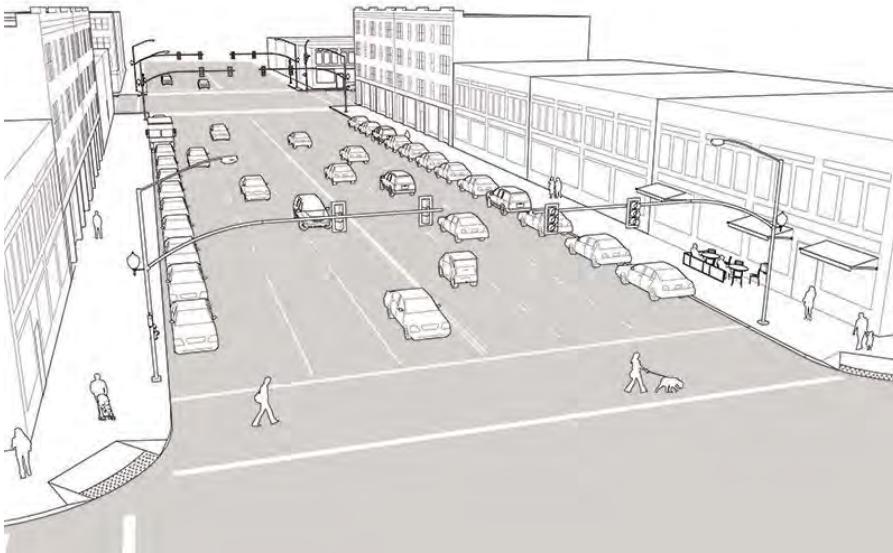


# Climate Action Plan Info/Data





# Complete Street – Before & After



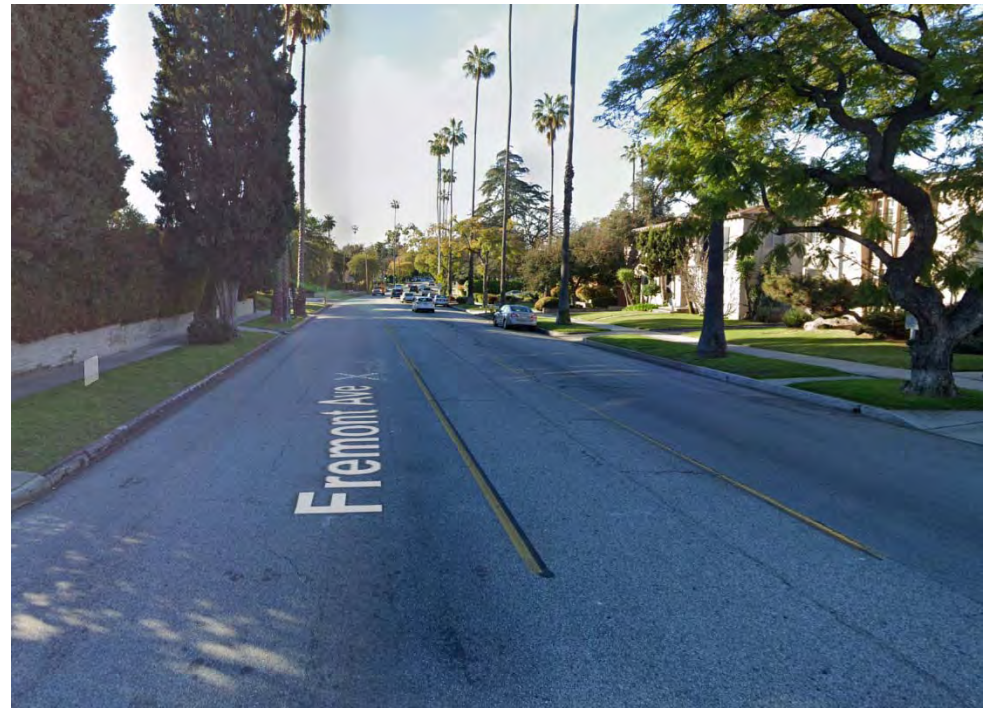
Before



After



# Street without Complete Street Elements







# Complete Street – Examples





# City's Plan Looking Ahead on Fremont Ave

- Potential Complete Street elements for Fremont Ave:
  - Create safe and attractive Green Street.
  - Aesthetically pleasing flat raised (conspicuous) intersections and crosswalks to improve visibility and traffic calming.
  - Protected Intersections.
  - Medians treatments along the corridor.
  - Refuge islands and vehicle separation.
  - Gateway treatments including roundabouts and channelizers.
  - Pinchpoints.
  - Pedestrian control features such as Rectangular Rapid Flashing and other hybrid devices like Hawk Signals.
  - Install bike facilities including green pavement marking.
  - Upgrade traffic signal to include adaptive pedestrian and bike safe crossing features.

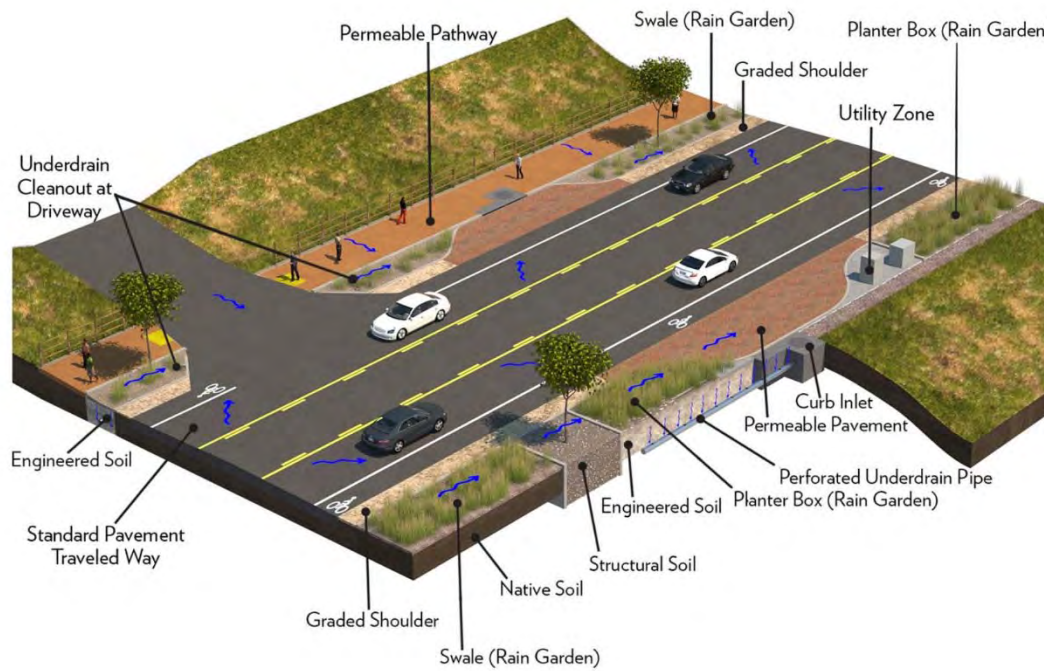


# City's Plan Looking Ahead on Fremont Ave

- Potential Complete Street elements for Fremont Ave:
  - Improve signal progression to create traffic platooning.
  - Real-time speed and travel time monitoring systems.
  - Changeable speed feedback signage.
  - Pavement resurfacing/rehabilitation.
  - Upgrade the pavement markings and signs throughout the corridor.
  - Improve pedestrian and ADA accessibility along the corridor.
  - Improve safe route to schools where possible.
  - Parkway treatment where appropriate.
- Complete street design elements will require a detailed study to determine effective elements that meet all design requirements and standards.



# Green Streets







# Raised Intersection & Crosswalk Improvements





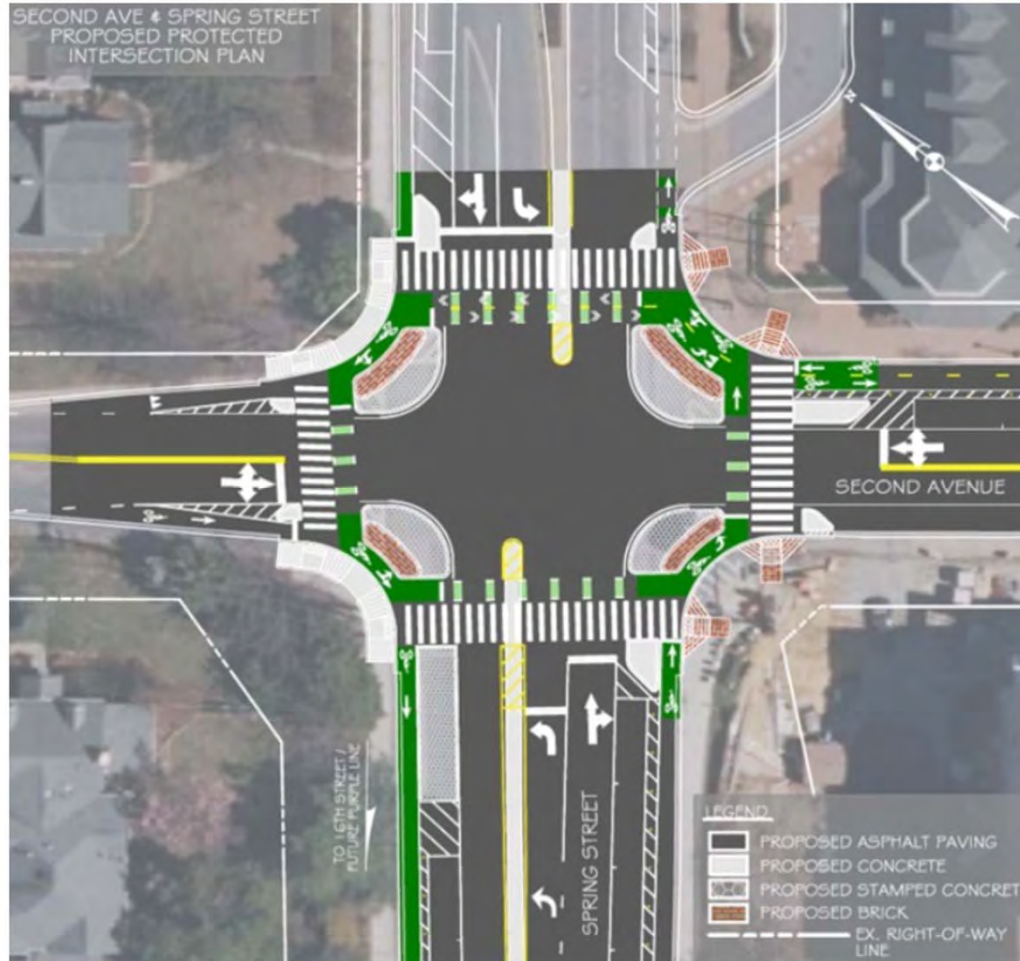


# High Visibility Crosswalks





# Protected Intersections





# Median Treatments & Refuge Islands







# Median Treatments & Refuge Islands



# Roundabouts





# Gateway Treatments: Channelizers





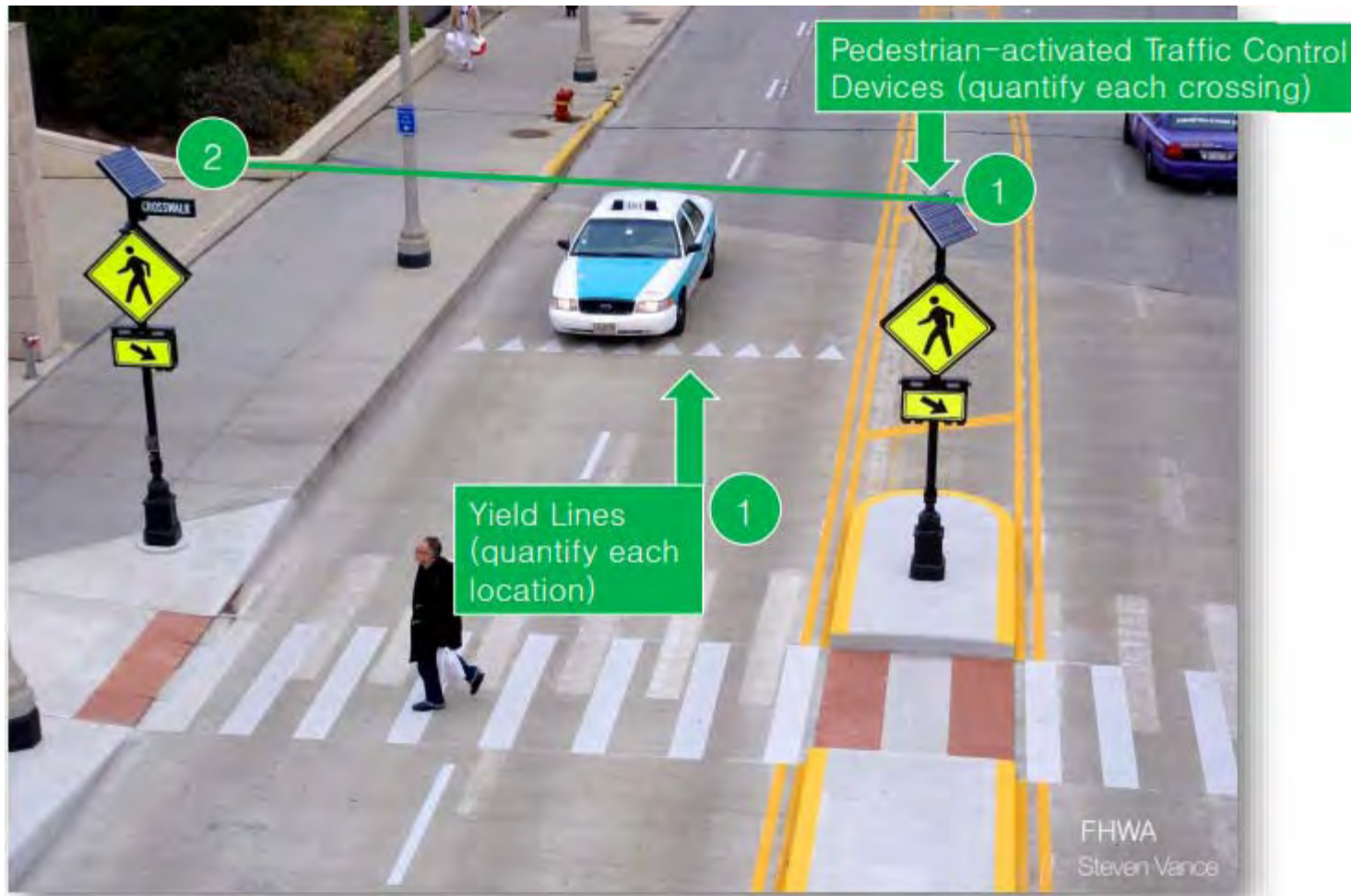


# Pinchpoints





# Pedestrian-Activated Traffic Control Devices & Refuge Island







# Rectangular Rapid Flashing Beacon



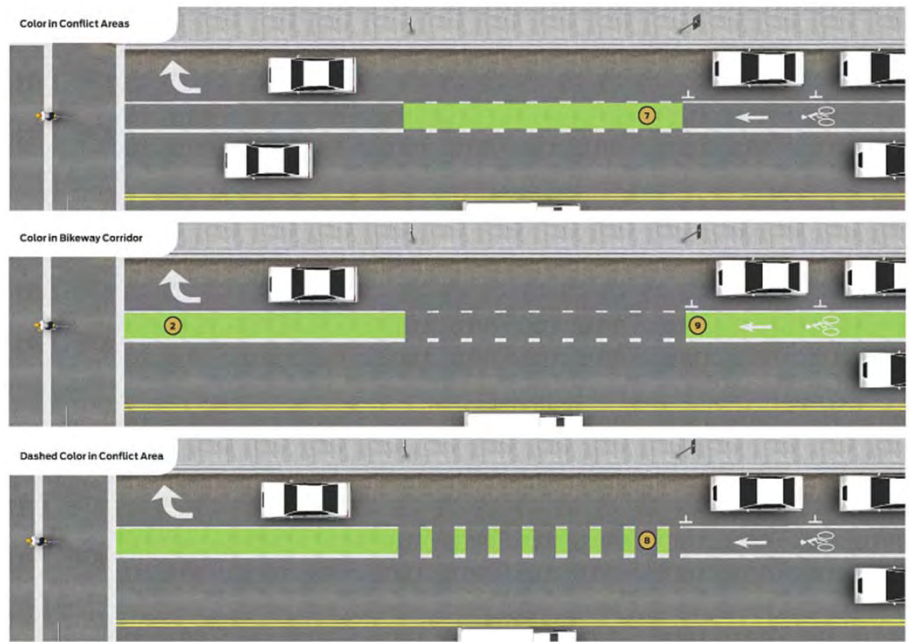


# High-Intensity Activated Crosswalk (HAWK)





# Green Bike Pavement Markings







# Upgraded Traffic Signals





# Real-time Travel Information





# FREMONT AVENUE COMPLETE STREET CONCEPT PLAN



# Fremont Ave – Existing Configuration







# Fremont Ave – Complete Street Concept







# Funding Available for Fremont Ave

- City has received \$10M in Measure R MIP to mitigate SR-710 impacts to increase north-south through put traffic and capacity on Fremont.
- This is against the wishes of the community and these funds cannot be used for traffic calming.
- Therefore, the City applied for MAT grant with Metro for Fremont Avenue Complete Street.
- Complete Street may require parking removal to install active transportation facilities.
- Funding has been requested for Fremont Complete Street Project in the City's Capital Improvement Plan.
- Continue to seek active transportation grant funding.



# Shelf Ready Projects





QUESTIONS?



# MERIDIAN AVENUE

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CITY COUNCIL  
AUGUST 19, 2020



# MERIDIAN AVENUE



- Classification: Collector
- Capacity of Arterial: 1,200 to 1,600 vph per lane
- Two lane collector (one lane in each direction)
- Posted Speed Limit 25 mph



# Meridian Ave Data Overview

- Average Traffic Volumes
  - 2014: 7,541 vehicles
  - January 22, 2020: 9,620 vehicles
  - Increase between 2014 and 2020: 27.57%
  - AM Peak: 1,038 & PM Peak: 1,048 (both directions)
- Average Speed
  - 25 mph speed limit
  - No speed data taken in 2020
- Vehicle Classification
  - Single Unit Vehicles (passenger cars/SUV): 9,402 units (99%)
  - 2-Axel 6 tire (mostly utility trucks): 103 units (1%)
  - Large Trucks (3-axel units): 0 units (0%)



# Neighborhood Requested Improvements

- All-way stop: Meridian Ave at Oak St, Pine St and Maple St.
- Red curbs within crosswalks to prevent cars from parking within the crosswalk.
- A permanent speed feedback sign and enforcement.
- Additional red curb on key intersections such as Meridian Ave and Bonita Dr.
- Safely walk, jog, use a wheelchair, or bike on Meridian Ave.
- Local streets turn safely onto Meridian Ave without being involved in a collision.
- Enter parked cars and back out of driveways without fear of being sideswiped or t-boned.
- Parked cars not totaled when parked on Meridian Ave.



# Neighborhood Requested Improvements

- Fix in-ground flashing lights at Oak and Meridian.
- Re-stripe crosswalks to high visibility.
- Speed study and speed humps.
- Parents are not stopping for those going to school.
- Concerns over removing parking.
- Additional enforcement.





## MTIC Near Term Requested Items: Meridian Ave

- Pedestrian Crossing Warning Signs at Oak (\$2,500).
- Install Rapid Rectangular Flashing Beacon at Oak St (\$65,000).
- Extend Red Curbs at Intersections (\$3,000).
- Install Bot Dots Along the Center Line.
- Speed Feedback Radar Sign (\$60,000).
- Curb Line Extensions to Reduce Pedestrian Crossing Distance (\$100,000 - \$150,000).
- Relocate the Existing Crosswalk at Maple St to South Side of the Intersection (\$30,000).
- Speed Trailer with Additional Enforcement.



# MTIC Near Term Requested Items: Meridian Ave

- Edge Line Markings.
- Speed Humps.
- Pedestrian Crossing Pedals in the Middle of the Road (\$2,000)



# Short Term Measures: Meridian Ave

- Replace faded striping along the corridor including crosswalks.
- Updated striping to provide advance pedestrian notification at Meridian Ave and Oak St.
- Add speed limit signage as needed.
- Add additional advisory and warning signs.
- Coordination with Police Department to increase enforcement and deployment of portable speed feedback signage.
- Additional red curb painting to improve the sight distance along the corridor.
- Speed feedback sign.
- RRFB.
- Secured funding for Meridian Ave Complete Streets Project.



# Funding Available for Meridian Ave

- Complete Street may require parking removal to install active transportation facilities.
- Funding has been requested for Meridian Complete Street Project in the City's Capital Improvement Plan.
- Possible Funding: ATP, STP, Measure M
- Continue to seek active transportation grant funding.



QUESTIONS?



# BACKUP SLIDES



# Meridian Ave Data Overview

- Meridian Avenue
  - Classification: Collector
  - Capacity of Arterial: 1,200 to 1,600 vph per lane
  - Two lane collector (one lane in each direction)
  - The data presented for Meridian Ave between Oak Street and Monterey Road



# Meridian Ave Data Overview

- Average ADT
  - 2014: 7,541 vehicles
  - January 22, 2020: 9,620 vehicles
  - Increase between 2014 and 2020: 27.57%
- Peak Hour Volume
  - AM Peak: 1,038 vehicles (total both directions)
  - AM Peak Hour Factor: 0.7
  - PM Peak: 1,048 vehicles (total both directions)
  - PM Peak Hour Factor: 0.9





# Meridian Ave Data Overview

- Average Speed
  - Posted Speed: 25 mph (established during the 2014 speed survey)
  - No speed data collected on Meridian on January 22, 2020
- Vehicle Classification
  - Single Unit Vehicles (passenger cars/SUV): 9,402 units (99%)
  - 2-Axel 6 tire (mostly utility trucks): 103 units (1%)
  - Large Trucks (3-axel units): 0 units
  - Buses (mostly school): 7 units



# Meridian Ave Data Overview

- Collision Data 2019 from SWITRS
  - 2 reported collisions.
  - No fatal or serious injuries in the data reported years.
  - Unsafe Backing Up into Bike at a Driveway - Meridian and 406' north of Oak: southbound on 9/22/2019.
  - No reported collisions for past 5 years in the areas studied for stop signs.
  - Hit a Parked Car – 17' south of Bonita Drive: southbound on 4/4/2019.
  - Expected Crash Rate 1.38 MVM.
  - Existing Crash Rate 0.67 MVM.



# Measure M MSP Project Summary

- Original Measure M MSP Project List (Year 1 to 5):
  - Columbia St. and Pasadena Ave. Turn Lanes, Columbia St and Orange Grove Ave. Striping = \$150K (2019-20 FY)
  - Garfield Ave and Monterey Road Traffic Signal = \$400K (2019-20 FY)
  - Garfield Ave and Oak Street Traffic Signal = \$400K (2019-20 FY)
  - Fremont Avenue and Huntington Drive Signage = \$140K (2021-22 FY)
  - Grevalia Street and Fair Oaks Ave Striping and Signal Timing = \$50K (2021-22 FY)
  - Fair Oaks, El Centro/Oxley, Meridian, Fremont Bikeway Improvements = \$69K (2021-22 FY)
  - Total Measure M Funding (Year 1 to 5) = \$1.2M



# Measure M MSP Project Summary

- Updated Measure M MSP Project List:
  - Garfield Ave and Monterey Road Traffic Signal = \$400K (2019-20 FY)
  - Meridian Ave Complete Street = \$922K (2020-21 FY)
  - Diamond Ave and Lyndon St Intersection Improvement = \$200K (2020-21 FY)
  - Mission St, Arroyo Dr, and Stoney Dr Intersection Improvement = \$200K (2020-21 FY)
  - Total Measure M Funding (Year 1 to 7) = \$1.7M