



Additional Documents List Regular City Council Meeting July 21, 2021

Item No.	Agenda Item Description	Distributor	Document
6	Adopt a Resolution Approving a Revised Classification and Salary Range for Human Resources and Risk Manager; and Approving the New Classification and Salary Range of Senior Civil Engineer; and Approving Revisions to the Existing Classification of Associate Civil Engineer; and Creating a Ladder Series for Engineering Positions	Michael Casalou, Human Resources Manager Shahid Abbas, Director of Public Works	Memo provides the revised Human Resources and Risk Manager and Associate Civil Engineer job descriptions.
7	Award of Contract to John L. Hunter & Associates, Inc. for Three-Year Term to Provide As Needed Fats, Oils, and Grease Control Program Compliance Services in an Annual Amount Not-to-Exceed \$17,485	Shahid Abbas, Director of Public Works	Memo re. Additional document which provides the revised agreement.
8	Authorize \$310,000 of Grant Funds from the Local Early Action Planning and Senate Bill 2 Planning Programs be Added to Grant Revenue Accounts and Appropriated to the Planning and Community Development Professional Services and Machinery and Equipment Accounts	Joanna Hankamer, Director of Planning and Community Development	Memo re. Clarification regarding the \$150,000 in Local Early Action Planning (LEAP) grant funding.

Item No.	Agenda Item Description	Distributor	Document
13	Adoption of a Resolution Continuing the Proclamation of a Local Emergency Due to the Outbreak of COVID-19, Authorizing the City Manager to Take All Necessary Actions as the Director of Emergency Services	Lucy Demirjian, Assistant to the City Manager	Memo re. Updated resolution (redlined) to reflect the most recent Health Officer Order
14	Caltrans Surplus Properties Disposition Update	Arminé Chaparyan, City Manager	Memo re. PowerPoint presentation
18	Comprehensive Financial Report For Fiscal Year Ending June 30, 2020.	Elaine Aguilar, Interim Assistant City Manager	PowerPoint for the Comprehensive Financial Report for the fiscal year ending June 30, 2020.
PC	Emailed Public Comment for: Regular Session Agenda Item Nos. #2, 14, and 19	Lucie Colombo, City Clerk	Emailed Public Comment



City of South Pasadena Public Works Department

Memo

Date: July 20, 2021

To: The Honorable City Council

Via: Arminé Chaparyan, City Manager

From: Michael Casalou, Human Resources Manager
Shahid Abbas, Director of Public Works

Re: July 21, 2021 City Council Meeting Item No. 6 Additional Document – Adopt a Resolution Approving a Revised Classification and Salary Range for Human Resources and Risk Manager; and Approving the New Classification and Salary Range of Senior Civil Engineer; and Approving Revisions to the Existing Classification of Associate Civil Engineer; and Creating a Ladder Series for Engineering Positions

Attached is an additional document which provides the revised Human Resources and Risk Manager and Associate Civil Engineer job descriptions. The Senior Civil Engineer is a new position so redline is not applicable.

Risk Management functions were added to the Human Resources job description including: oversee the City's risk management programs including liability programs, mitigation plans, and claims management; work with insurance providers to administer liability, property, and ancillary insurance programs; coordinate investigation of damage claims including accident and injury investigations; coordinate outside investigations and works with the legal services on claims or legal actions; correspond and interact insurance agents, adjusters, attorneys, and claimants.

The Associate Civil Engineer position was revised to include distinguishing characteristics from Civil Engineering Assistant and the newly created Senior Civil Engineer. The changes include a description that this is the journey level in the professional engineering class series. Positions in this classification are expected to perform the full range of professional engineering duties involving development, design, construction, field engineering, and project management. The Associate Civil Engineer is distinguished from the Senior Civil Engineer in that the latter

classification serves in a lead role, performs the most complex professional engineering duties, and is responsible for the largest and most sensitive engineering programs and projects.

HUMAN RESOURCES & RISK MANAGER

*Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are **not** intended to reflect all duties performed within the job.*

JOB OBJECTIVES

Under administrative direction, to direct, manage, supervise and coordinate the activities and operations of the Human Resources and Risk Management functions within the City Manager's Office including recruitment, selection, classification, compensation, employee relations, risk management, workers compensation, safety programs, employee benefits administration, and training; to serve as the Americans with Disabilities Act compliance officer and oversee citywide ADA compliance; to coordinate assigned activities with other divisions, departments and outside agencies; and to provide highly responsible and complex administrative support to the City Manager.

ESSENTIAL JOB FUNCTIONS—*The following tasks are typical for positions in this classification. Any single position may not perform all of these tasks and/or may perform similar related tasks not listed here.*

1. Assume management responsibility for assigned services and activities of the Human Resources Division including recruitment, selection, classification, compensation, employee relations, risk management, safety programs, workers compensation, employee benefits administration, training, and ADA compliance.
2. Manage and participate in the development and implementation of goals, objectives, policies and priorities for assigned programs; recommend and administer policies and procedures.
3. Monitor and evaluate the efficiency and effectiveness of service delivery methods and procedures; recommend, within departmental policy, appropriate service and staffing levels.
4. Plan, direct, coordinate and review the work plan for human resources and risk management staff; assign work activities, projects and programs; review and evaluate work products, methods and procedures; meet with staff to identify and resolve problems.
5. Oversee the City's risk management programs including liability programs, mitigation plans, and claims management; work with insurance providers to administer liability, property, and ancillary insurance programs; coordinate investigation of damage claims including accident and injury investigations; coordinate outside investigations and works with the legal services on claims or legal actions; correspond and interact insurance agents, adjusters, attorneys, and claimants.
6. Supervise and coordinate the City-wide workers compensation program; collaborate with third party administrator to review claims and work-related injuries.
7. Oversee the in-house administration of the flexible benefits program; supervise the administration of the health, dental, life and disability benefits program.
8. Serve as the ADA Compliance Officer; ensure City-wide compliance with Americans with Disabilities Act regulations.

9. Oversee and participate in conducting job analysis, classification and compensation studies; recommend modifications to the City's classification plan; prepare written documentation to support recommendations.
10. Consult with department heads regarding Civil Service Rules, human resource policies and procedures, labor agreements, disciplinary procedures and due process requirements; assist staff in responding to grievances and participating in hearings.
11. Oversee and coordinate the City's workplace safety programs including serving as chairperson of the Safety Committee and coordinating safety inspections, safety training, and accident investigations; ensure compliance and implementation of Cal/OSHA and related worker safety guidelines and programs.
12. Serve as a member of the City's labor relations team; participate in labor negotiations.
13. Participate in investigating allegations of sexual harassment, discrimination or unfair treatment; respond to equal employment opportunity complaints; develop written conclusions or recommendations.
14. Select, train, motivate and evaluate human resources personnel; provide or coordinate staff training; work with employees to correct deficiencies; implement discipline and termination procedures.
15. Develop and oversee the human resource section of the City Managers annual budget; participate in the forecast of funds needed for staffing, equipment, materials and supplies; monitor and approve expenditures; implement adjustments.
16. Could serve as the liaison for the City Manager's Office with other divisions, departments and outside agencies; negotiate and resolve sensitive and controversial issues.
17. Could serve as staff on a variety of boards, commissions and committees; prepare and present staff reports and other necessary correspondence.
18. Provide responsible staff assistance to the City Manager.
19. Conduct a variety of organizational studies, investigations and operational studies; recommend modifications to human resource programs, policies and procedures as appropriate.
20. Attend and participate in professional group meetings; stay abreast of new trends and innovations in the field of human resources management and administration.
21. Perform related duties and responsibilities as required.

QUALIFICATION GUIDELINES

Any combination of experience and training that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

Experience:

At least five years of increasingly responsible professional-level human resources and risk management experience including supervisory responsibility.

Education/Training:

Equivalent to a Bachelor's degree from an accredited college or university with major course work in public administration, business administration, human resources or a related field. A Master's degree in one of these is preferred.

Licenses and Certificates:

Possession of a valid Class C California Driver's License with a safe driving record.

Knowledge of:

Operational characteristics, services and activities of a human resources management program.

Operational characteristics, services and activities of risk management and worker's compensation programs.

Principles and practices of public personnel administration including recruitment, selection, benefits administration and employee relations.

Methods and techniques of recruiting, interviewing and selecting qualified applicants for employment.

Principles and practices of wage and salary benefit administration.

Methods and techniques of job analysis including classification and compensation.

Principles and practices of program development and administration.

Principles and procedures involved in labor negotiations.

Employee health and safety laws and program administration

Methods and techniques of dealing with employee grievances and unlawful allegations.

Principles and practices of municipal budget preparation and administration.

Principles of supervision, training and performance evaluation.

English usage, spelling, grammar and punctuation.

Pertinent Federal, State and local laws, codes and regulations including ADA compliance.

Ability to:

Oversee and participate in the management of a comprehensive human resources management program.

Oversee and participate in the management of municipal risk management, worker's compensation, and safety programs.

Oversee, direct and coordinate the work of lower level staff.

Select, supervise, train and evaluate staff.

Oversee and participate in classification, compensation and job analysis functions.

Maintain confidentiality of work performed.

Direct and modify an efficient recruitment, selection and retention program.

Review and resolve employee grievances in accordance with labor agreements.

Participate in labor negotiations.

Participate in the development and administration of division goals, objectives and procedures.

Prepare and administer large program budgets.

Prepare clear and concise administrative and financial reports.

Ensure City-wide compliance with ADA requirements.

Analyze problems, identify alternative solutions, project consequences of proposed actions and implement recommendations in support of goals.

Research, analyze and evaluate new service delivery methods and techniques.

Interpret and apply Federal, State and local policies, laws and regulations governing employment and human resources management.

Communicate clearly and concisely, both orally and in writing.

Understand and carry out oral and written instructions.

Establish and maintain effective relationships with those contacted in the course of work.

PHYSICAL DEMANDS AND WORKING CONDITIONS

The physical demands herein are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform these essential job functions.

Productivity: Incumbents must perform work in an efficient, effective and timely manner with minimal direction.

Mobility: Incumbents require sufficient mobility to work in an office setting, operating office equipment.

Vision: Vision sufficient to read small print, computer screens and other printed documents.

Environment: Normal office setting with some travel to attend meetings.

Other Factors: Incumbents may be required to work extended hours including evenings and weekends. Incumbents may be required to travel outside City boundaries to attend meetings.

City of South Pasadena

ASSOCIATE CIVIL ENGINEER

Purpose

Under supervision of the Assistant City Engineer, performs responsible professional engineering work both in the office and in the field in connection with design, development, investigation, and completion of public works projects; serves as project engineer.

Distinguishing Characteristics

This is the journey level in the professional engineering class series. Positions in this classification are expected to perform the full range of professional engineering duties involving development, design, construction, field engineering, and project management. The Associate Civil Engineer is distinguished from the Senior Civil Engineer in that the latter classification serves in a lead role, performs the most complex professional engineering duties, and is responsible for the largest and most sensitive engineering programs and projects.

Examples of Duties

Contract administration of public works projects, including the technical review and preparation of design plans, estimates, reports, and specifications for the City construction projects, such as street widening, street paving, curbs, gutter, culverts, street light systems, drainage facilities, and storm drains; act as project engineer to coordinate capital improvement projects.

Evaluate public works project proposals and recommend award of contract.

Make field inspections of construction projects and existing structures to determine that the work is in accordance with approved plans; meet with contractors to resolve items of non-compliance.

Investigate and resolve disputes and complaints from developers, contractors, engineers, and citizens involving public works construction and design issues.

Review and evaluate plans of consulting architectural/engineering firms; make construction contract modifications and negotiate contract change orders.

Prepare reports and recommendations related to civil engineering projects.

Provide technical civil engineering information to developers, contractors, engineers, and the general public.

Make engineering calculations in connection with field and office assignments; make plan layouts, details, and drawings.

Review and check tentative and final land divisions and subdivision improvement plans and agreements for accuracy and conformance with City codes, ordinances, and policies; and make recommendations to the City Engineer and Assistant City Engineer for revisions and improvements.

Review legal descriptions for public easements for street right-of-ways and across private property.

Supervise, train and evaluate sub-professional, technical, and clerical subordinates.

Employment Standards

Education/Experience:

Must possess a combination of experience and education that would likely produce the required knowledge and abilities, and enable the individual to successfully perform the essential functions of the position. A typical combination would be three years of experience in professional civil engineering work, including one year of supervisor experience; and equivalency to a bachelor's degree from an accredited college or university with major work in civil engineering or closely related field.

Knowledge of:

Principles and practices of engineering as applied to public works, utilities, and construction projects; modern methods, materials, and techniques used in the design and construction of a wide variety of public works projects; modern developments, current literature, and sources of information regarding civil engineering; applicable federal and state laws and regulatory codes relevant to civil engineering design and construction; principles and practices of supervision, training, and performance evaluation.

Ability to:

Apply civil engineering principles and practices to the solution of engineering problems in the design and construction of public works projects; make moderately complex engineering computations to check, design and supervise the construction of a wide variety of public works projects(?); use a variety of drafting and engineering apparatus; interpret and apply federal and state laws and regulatory codes; communicate clearly and concisely federal and state laws and regulatory codes; estimate project costs; prepare and review specifications; establish and maintain effective working relationships with contractors, co-workers, supervisors, City officials, and the general public; coordinate public works engineering projects; supervise, train, and evaluate sub-professional, technical, and clerical personnel.

Physical Demands:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Frequently required to sit, stand, reach, lean, twist, turn, grasp, lift, push, pull, bend, and kneel; sit for a prolonged period of time; walk to different areas at project construction sites; hear and speak to contractors, the general public, and City staff on the telephone and in person; read engineering drawings, plans, specifications, reports, contracts, correspondence, memorandum, and other records.

Special Requirements:

Possession of a valid Engineer-in-Training certificate issued from the California Board of Registration for Professional Engineers. Possession of a valid Class "C" California Driver's License.

Working Conditions

Exposure to vibrations and pitch of computer and other office equipment; construction and automobile traffic and noise; may be exposed to inclement weather.

FLSA Status

Non-exempt

Revised



**City of South Pasadena
Public Works Department**

Memo

Date: July 20, 2021

To: The Honorable City Council

Via: Arminé Chaparyan, City Manager

From: Shahid Abbas, Director of Public Works

Re: July 21, 2021 City Council Meeting Item No. 7 Additional Document – Award of Contract to John L. Hunter & Associates, Inc. for Three-Year Term to Provide As-Needed Fats, Oils, and Grease Control Program Compliance Services in an Annual Amount Not-to-Exceed \$17,485

Attached is an additional document which provides the revised agreement to include the correct Deputy Director's name and a clear explanation of the Consumer Price Index (CPI).

**PROFESSIONAL SERVICES AGREEMENT
FOR CONSULTANT SERVICES**

(City of South Pasadena / John L. Hunter & Associates, 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 John L. Hunter and Associates, Inc. (“Consultant”).

2. RECITALS

- 2.1. City has determined that it requires the following professional services from a consultant to provide as-needed multi-year Fats, Oils, and Grease (FOG) Control Program compliance 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 the written Scope of Services attached as Exhibit A and incorporated herein by this reference.
- 3.2. “Agreement Administrator”: The Agreement Administrator for this project is Ghassan Shelleh, 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

- 3.3. “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 Annual Amount is Seventeen Thousand Four Hundred Eighty-Five Dollars (\$17,485), with a total Maximum Amount under this Three-Year Agreement, of Fifty-Two Thousand, Four Hundred and Fifty-Five Dollars (\$52,455).
- 3.5. “Commencement Date”: July 21, 2021
- 3.6. “Termination Date”: June 30, 2024

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. Cameron McCullough 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: South Pasadena – FOG Control Program Compliance Services
 - Documentation of Best's rating acceptable to the City.
 - Original endorsements effecting coverage for all policies required by this Agreement.

- City reserves the right to obtain a full certified copy of any Insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of the right to exercise later.

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

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

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

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

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

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

provide no less than 30 days' notice of any cancellation or material change to policies required by this Agreement. Consultant shall provide proof that cancelled or expired policies of insurance have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages. The name and address for Additional Insured Endorsements, Certificates of Insurance and Notices of Cancellation is: City of South Pasadena, Attn: Public Works Department, South Pasadena, CA 91030.

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

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

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

13. MUTUAL COOPERATION

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

Consultant shall render any reasonable assistance that City may require in the defense of that claim or action.

14. NOTICES

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

If to City

Ghassan Shelleh
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

John L. Hunter and Associates
6131 Orangethrope Ave. Ste. 300
Buena Park, CA 90620
Telephone: (562) 802 7880

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”
John L. Hunter and Associates

By: _____
Signature

By: _____
Signature

Printed: _____

Printed: _____

Title: _____

Title: _____

Date: _____

Date: _____

Approved as to form:

By: _____
Teresa L. Highsmith, City Attorney

Date: _____

EXHIBIT A

Scope of Work

I. Scope of Services

The requested services to be provided by the Consultant are inspection, education, and enforcement services for the FOG Control Program. The services to be provided shall include, but not be limited to, the following:

- **PROGRAM ADMINISTRATION AND GENERAL SUPPORT SERVICES:** meet and coordinate with City Staff, respond to questions and assist FSE.
- **INSPECTIONS:** conduct approximately 75 inspections of the City's high-FOG priority FSE, including any needed follow up-inspections, prepare and log inspection reports.
- **OUTREACH MATERIALS:** preparation and distribution of informational flyers, best management practices posters, training and maintenance logs, etc., to be provided to FSE regularly. Materials may include laminated FOG posters, FOG pamphlets, FOG training, and a maintenance log.
- **ENFORCEMENT:** as-needed issuance of corrective notices to FSE, follow-up inspections, instructions on the proper use of pretreatment systems, coordination with City's Code Enforcement Officer and/or City Prosecutor.
- **PLAN REVIEW:** review plans/drawings of new FSE or existing FSE undergoing remodeling and verify conformance with the City's FOG grease trap/interceptor requirements.

Summary of FOG Inspection Services

Task #	Task	Deliverable	Completion Date
1.a	Program Administration and General Support Services		
	This task involves meeting with City Staff, responding to questions from and assisting FSEs.	Project Managers will be available to the City on-call.	Project Managers will be available to the City on-call.
1.b	Inspections		
	Annually conduct approximately 75 inspections of City's high-FOG priority FSEs, including any needed follow-up inspections. Task should include preparation and logging of inspection reports.	Consultant's inspection staff will conduct the required number of high-FOG priority FSE inspections and provide both inspection reports as well as an online database of the inspection program.	One round of inspections will be completed within each fiscal year.
1.c	Outreach Materials		
	Preparation and distribution of informational flyers, best management practices posters, training and maintenance logs, etc. to be provided to FSEs on a regular basis. Materials may include laminated FOG Posters, FOG pamphlets, FOG training and maintenance logs.	Consultant has previously developed all requested FOG outreach materials and will have them available for new and existing FOG Permittees. Materials may be modified—or new materials may be created—at the direction of the City.	All materials will be available to the City immediately upon request.
1.d	Enforcement		
	Issuance of corrective notices to FSEs, follow-up inspections, instructions on proper use of pretreatment systems. Coordination with City Code Enforcement Officer and/or City Prosecutor. As-needed investigations.	The Project Manager and Compliance Specialist will be available as-needed to oversee noncompliance issues.	The Project Manager and Compliance Specialist will be available to the City upon request.
1.e	Plan Review		
	Review plans/drawings of new FSEs or existing FSEs undergoing remodeling, and verify conformance with the City's FOG grease trap/interceptor requirements.	The Project Manager and Project Engineer will be available as needed to review plans.	Two week turn-around or less for plan review services.

EXHIBIT B Approved Fee Schedule

Itemized Costs for FOG Inspection Services

Task name	Team *	Rate	Hours	Cost	Totals
1.a Program Administration and General Support Services					\$3,960
24 hours for this task	PM	\$165	24	\$3,960	
1.b Inspections					\$9,375
75 high-FOG priority FSE inspections	CS2	\$125	75	\$9,375	
1.c Outreach Materials					\$575
Estimated printing cost and staff time	CS1	\$115	5	\$575	
1.d Enforcement					\$1,250
35 hours for this task	CS2	\$125	10	\$1,250	
1.e Plan Review					\$2,325
15 hours for this task	PE	\$155	15	\$2,325	
Total					\$17,485

* CS1/2: Compliance Specialist 1/2, PE: Project Engineer, PM: Project Manager

Consultant Rate Schedule

Principal	\$195 / hour
Director	\$175 / hour
Staff Engineer	\$175 / hour
Program Manager	\$175 / hour
Project Manager	\$165 / hour
Assistant Project Manager	\$155 / hour
Project Engineer	\$155 / hour
Compliance Specialist II	\$125 / hour
Project Analyst II	\$125 / hour
Industrial/commercial facility inspection	\$125 / hour
Compliance Specialist I	\$115 / hour
Project Analyst I	\$115 / hour
Administrative Assistant, Laborer (OSHA 40hr certified)	\$75 / hour
State Certified Laboratory Analysis	Cost + 5%
Legal Consultation, Court Appearances/Document review, etc.	\$250 / hour
Subcontracted equipment	Cost + 5%

This rate schedule is subject to consumer price index (CPI) increases in subsequent years. **The City uses Annual Regional CPI, which is based on Los Angeles, Long Beach and Anaheim region.**



**City of South Pasadena
Planning and Community
Development Department**

Memo

Date: July 20, 2021

To: The Honorable City Council

Via: Arminé Chaparyan, City Manager

From: Joanna Hankamer, Director of Planning and Community Development

Re: July 21, 2021, City Council Meeting Item No. 8 Additional Document – Authorize \$310,000 of Grant Funds from the Local Early Action Planning and Senate Bill 2 Planning Programs be Added to Grant Revenue Accounts and Appropriated to the Planning and Community Development Professional Services and Machinery and Equipment Accounts

This additional document provides a clarification regarding the \$150,000 in Local Early Action Planning (LEAP) grant funding.

The \$150,000 in LEAP funds are to be appropriated to the Planning and Community Development Professional Services Account and used to fund a portion of the Professional Services Agreement (PSA) with PlaceWorks for the 2021-2029 Housing Element. On March 4, 2020, the City Council authorized the PSA with PlaceWorks for a total not-to-exceed of \$267,598. Staff anticipated that the City would be awarded the \$150,000 in LEAP funds and designated the remaining \$117,598 from the Planning and Community Development Professional Services Account.



Memo

Date: July 21, 2021

To: The Honorable City Council

Via: Arminé Chaparyan, City Manager

From: Lucy Demirjian, Assistant to the City Manager

Re: July 21, 2021 City Council Meeting Item No. 13 Additional Document –
**Adoption of a Resolution Continuing the Proclamation of a Local Emergency
Due to the Outbreak of COVID-19, Authorizing the City Manager to Take
All Necessary Actions as the Director of Emergency Services**

Attached is an updated resolution (redlined) to reflect the most recent Health Officer Order.

On July 16, 2021, as community transmission of COVID-19 is rapidly increased from low to substantial transmission in one month, the Los Angeles County Public Health Officer issued a revised public health order (Attachment A) requiring face masks to be worn by all persons, regardless of vaccination status, while in all indoor public settings and businesses.

Attachment A: Revised Los Angeles County Health Office Order issues July 16, 2021.

**CITY OF SOUTH PASADENA
RESOLUTION NO. XXXX**

**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 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 coronavirus 2, 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; and

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

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

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; and

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; and

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

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; and

WHEREAS, on March 19, 2020, the State Public Health Officer issued the “Stay at Home” order; and

WHEREAS, on March 21, 2020, the Los Angeles County Health Officer issued the “Safer at Home” order; and

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; and

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; and

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; and

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; and

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;” and

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 at 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.

WHEREAS, on August 12, 2020, the Los Angeles County Public Health Officer issued a revised Order, 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, on June 30, 2020, Governor Newsom issued Executive Order N-71- 20, which, among other things, found that minimizing evictions during this period is critical to reducing the spread of COVID-19 in vulnerable populations by allowing those most vulnerable to COVID-19 to self-quarantine, self-isolate, or otherwise remain in their homes to reduce the transmission of COVID-19, and extended through September 30, 2020 Executive Order N-28-20’s suspension of any and all provisions of state law that would preempt or otherwise restrict a local government’s exercise of its police powers to impose substantive limitations on residential and commercial evictions with respect to COVID19-related rent payment issues; and

WHEREAS, on August 31, 2020, California passed legislation, Assembly Bill 3088, the COVID-19 Tenant Relief Act of 2020, under which, among other things, no tenant can be evicted before February 1, 2021 as a result of rent owed due to a COVID-19 related hardship accrued between March 4 and August 31, 2020, if the tenant provides a declaration of COVID-19-related financial distress according to specified timelines; no tenant can be evicted for rent that accrues but is unpaid due to a COVID-19 hardship between September 1, 2020 and January 31, 2021 if the tenant submits declarations of COVID-19-related financial distress according to specified timelines and pays 25% of the unpaid rent due by January 31, 2020; and landlords are required to provide tenants a notice detailing their rights under the legislation; and

WHEREAS, on September 4, 2020, the United States Center for Disease Control and Prevention, recognizing that “in the context of a pandemic, eviction moratoria – like quarantine, isolation, and social distancing – can be an effective public health measure utilized to prevent the spread of communicable disease,” that eviction moratoria “facilitate self-isolation by people who become ill or who are at risk for severe illness from COVID-19 due to an underlying medical condition” and “allow State and local authorities to more easily implement stay-at-home and social distancing directives to mitigate the community spread of COVID-19,” and that “housing stability helps protect public health because homelessness increases the likelihood of individuals moving into congregate settings, such as homeless shelters, which then puts individuals at higher risk to COVID-19” (Federal Register, Vol. 85, No. 173 at page 55292), issued an order, applicable in any State or local area without a moratorium on residential evictions that provides the same or greater level of public-health protections as the requirements in the order, requiring that, through December 31, 2020, subject to further extension, modification, or rescission, a landlord, owner of a residential property, or other person with a legal right to pursue eviction or possessory action shall not evict any covered person (as defined in the order) from any residential property in any State in which there are documented cases of COVID-19; and

WHEREAS, on September 23, 2020, Governor Newsom signed Executive Order N-80-20, extending through March 31, 2021 Executive Order N-28-20, allowing local governments to impose commercial eviction moratoriums and restrictions for commercial tenants who are unable to pay their rent because of COVID-19; and

WHEREAS, on November 10, 2020, the Los Angeles County Board of Supervisors updated the County’s Evictions Moratorium in light of AB 3088 and Federal Eviction

Moratorium and extended non-preempted tenant protections through January 31, 2021. The 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, July 21, 2020, September 1, 2020, October 13, 2020, and November 10, 2020; and

WHEREAS, on November 19, 2020, the State Public Health Officer issued a Limited Stay at Home Order effective in counties under Tier One (Purple) of California's Blueprint for a Safer Economy, requiring that all gatherings with members of other households and all activities conducted outside the residence, lodging, or temporary accommodation with members of other households cease between 10:00pm PST and 5:00am PST, except for those activities associated with the operation, maintenance, or usage of critical infrastructure or required by law; and

WHEREAS, on November 25, 2020, the Los Angeles County Public Health Officer issued a revised Order aligning Los Angeles County with the State Public Health Officer's Limited Stay at Home Order ordering the closure of restaurants for indoor and outdoor dining; and

WHEREAS, on December 3, 2020, the State Public Health Officer issued the Regional Stay at Home Order applying to state regions with less than 15% ICU availability, and prohibiting private gatherings of any size, closes sector operations except for critical infrastructure and retail, and requiring masking and physical distancing in all others; and

WHEREAS, on December 6, 2020, the State Public Health Officer issued a Supplemental Order to the Regional Stay at Home Order, ordering the Southern California region, including Los Angeles County, be placed under the December 3, 2020 Regional Stay at Home Order; and

WHEREAS, on December 9, 2020, the Los Angeles County Public Health Officer issued a revised Order ordering that outdoor playgrounds may remain open to facilitate physically distanced personal health and wellness through outdoor exercise if they follow County health protocols; and

WHEREAS, on January 25, 2021, the State Public Health Officer ended the Supplemental Order to the Regional Stay at Home Order and returned counties to the tiers assigned in the Blueprint for a Safer Economy;

WHEREAS, on February 1, 2021, Senate Bill 91 went into effect, extending tenant protections established by Assembly Bill 3088, and establishing the State Rental Assistance Program to provide rental assistance for landlords and tenants: and

WHEREAS, on February 23, 2021, the Los Angeles County Board of Supervisors extended the County eviction moratorium and its tenant protections, where not preempted by the extension of AB 3088 pursuant to SB 91, through June 30, 2021.

WHEREAS, on March 29, 2021, the United States Center for Disease Control and Prevention extended its previously issued eviction moratorium preventing the eviction of tenants who are unable to make rental payments through June 30, 2021;

WHEREAS, on June 28, 2021, the Los Angeles County Public Health Officer issued a revised public health order rescinding most Los Angeles County Department of Public Health sector-specific protocols and aligning the county with the State Beyond the Blueprint for Industry and Business Sectors and all current and subsequent orders of the State Public Health Officer; and

WHEREAS, on July 16, 2021, as community transmission of COVID-19 is rapidly increased from low to substantial transmission in one month, the Los Angeles County Public Health Officer issued a revised public health order (Attachment A) requiring face masks to be worn by all persons, regardless of vaccination status; and

WHEREAS, 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; and

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

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; and

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.”

WHEREAS, Governor Gavin Newsom announced on April 6, 2021 that he anticipates that on June 15, 2021, everyday activities will be allowed again in the State of California, including allowing most businesses to re-open with common-sense risk reduction measures including maintaining an order for mask wearing, and that large-scale indoor events, will be allowed to occur with testing or vaccination verification requirements.

WHEREAS, on May 21, 2021, the California Department of Public Health published the Beyond the Blueprint Framework for Industry and Business Sectors ahead of the state's anticipated June 15 retirement of the Blueprint for a Safer Economy. Under the Beyond the Blueprint framework, all sectors listed in the current Blueprint Activities and Business Tiers Chart may return to normal operations with no capacity limitations or physical distancing.

WHEREAS, the City will abide by and enforce the Executive Orders and the State Public Health Officer guidance, as they may be amended from time to time, that govern, including without limitation, the following (1) when, and under what circumstances and restrictions, government and industry sectors may reopen, (2) when, and under what circumstances and restrictions, the public may engage in specified categories of activities (e.g., indoor and outdoor recreational activities), (3) when, and under what circumstances and restrictions, members of the public must wear face covering, and (4) all subsequently-issued guidance and Executive Orders, Public Health Officer Orders, and/or orders of other duly authorized representatives of the State of California governing the opening, partial opening, or closure of businesses, venues, events, and activities in the City of South Pasadena.

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 allowed under State Public Health Officer or Los Angeles County Health Officer orders.

SECTION 4. Regulation of Public Facilities. Public facilities are reopened to the public subject to current County protocols and social distancing safety measures. Several City facilities have resumed in-person services to the public. The Senior Center is now open.

SECTION 5. Regulation of Private Facilities. Any local regulations on private facilities are ordered to be as permissive as allowed under State Public Health Officer or 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. This section has been rescinded.

SECTION 8. Guidance for Religious Gatherings. The leaders of the City's houses of worship are urged, in the strongest possible terms, to comply with the current and any subsequent State Public Health Officer or Los Angeles County Health Officer orders.

SECTION 9. Protection of Affected Tenants. The provisions of AB 832: the COVID-19 tenant relief legislation (Attachment E), signed into law on June 28, 2021, shall apply to all residential tenants within the City. The Los Angeles County Board of Supervisor's resolution (Attachment B) amending and restating a temporary moratorium on evictions for non-payment of rent by certain commercial tenants adversely financially impacted by COVID-19 through September 30, 2021 shall control and apply to all residential and commercial tenants in the City, where not preempted by AB 832, as are protected by the County's resolution. Any further amendments or orders issued by the County Board imposing or extending a temporary evictions moratorium shall also control as they may become effective and per their terms and conditions.

SECTION 10. Suspension of Utility Terminations. Upon 60 days from the date of this Resolution, beginning with the September 20, 2021 utility billing cycle, the City hereby reinstates late payment penalties or fees for delinquent water and/or sewer bills.

SECTION 11. Temporary Modifications to Commercial Signage Requirements. No more than two temporary signs shall be allowed per business. All temporary signs must still comply with the size and location requirements set forth in SPMC Section 36.320.080. Temporary window signs shall be limited to 20 percent of the window area.

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

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

SECTION 12. 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. Outdoor dining is currently

permitted in the City, subject to compliance with all current County Department of Public Health orders.

SECTION 13. 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 14. Emergency Authority. Pursuant to Government Code section 8634, the City Council reaffirms its authorization of the Director of Emergency Services to take any measures necessary to protect and preserve public health and safety, including activation of the Emergency Operations Center.

SECTION 15. Public Health Officials. The City Council reaffirms its authorization of the Director of Emergency Services to implement any guidance, recommendations, or requirements imposed by the State Department of Public Health or the Los Angeles County Health Officer ([Attachment A](#)).

SECTION 16. Termination. Pursuant to Government Code section 8630, subdivision (d), the City Council will proclaim the termination of the emergency at the earliest possible date that conditions warrant.

SECTION 17. Review. Pursuant to Government Code section 8630, subdivision (c), the City Council will review the need for continuing the local emergency in no event later than 60 days from the previous declaration or review, until the City Council terminates the local emergency.

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

SECTION 19. Cost Recovery. The City will seek recovery for the cost of responding to COVID-19, as this proclamation was originally made within 10 days of the Governor's Executive Order N-25-20 and the President's declaration of a national emergency, qualifying the City for assistance under the California Disaster Assistance Act and for reimbursement from the Federal Emergency Management Agency.

SECTION 20. Supersedes. This Resolution restates and supersedes the declaration of emergency set forth in Resolution No. 7721.

SECTION 21. Submissions. The City Clerk will transmit a copy of this Resolution at the earliest opportunity to the Los Angeles County Operational Area and the California Governor's Office of Emergency Services.

SECTION 22. Certification. The City Clerk will certify to the passage and adoption of this Resolution and its approval by the City Council and shall cause the same to be listed in the records of the City.

PASSED, APPROVED AND ADOPTED on this 21st day of July 2021.

Diana Mahmud, Mayor

ATTEST:

APPROVED AS TO FORM:

Lucie Colombo, CMC, CPMC
City Clerk

Teresa L. Highsmith, City Attorney

**CITY OF SOUTH PASADENA
CITY CLERK'S DIVISION**

**CERTIFICATION
OF
RESOLUTION**

**STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS
CITY OF SOUTH PASADENA)**

I, Lucie Colombo, CMC, CPMC, City Clerk of the City of South Pasadena, do hereby certify that Resolution No. _____, was duly and regularly approved and adopted at a Regular meeting of the City Council on this ~~2nd~~21st day of ~~June~~July 2021, by the following votes as the same appears on file and of record in the Office of the City Clerk.

AYES:

NOES:

ABSENT:

ABSTAIN:

LUCIE COLOMBO, CMC, CPMC
City Clerk

Attachment A



RESPONDING TOGETHER AT WORK AND IN THE COMMUNITY
BEYOND THE BLUEPRINT FOR A SAFER ECONOMY, **SUBSTANTIAL TRANSMISSION** —
ENCOURAGING COVID-19 VACCINATION COVERAGE
WITH **MODERATE** RISK REDUCTION MEASURES
Issue Date: Friday, July 16, 2021
Effective as of 11:59pm on Saturday, July 17, 2021

Brief Highlights (Changes highlighted in yellow):

- Requires face masks to be worn by all persons, regardless of vaccination status, while in all indoor public settings and businesses.
- Continues to urge everyone, especially those who are not or cannot be vaccinated against COVID-19, to continue to exercise caution and good judgment as community transmission of COVID-19 is rapidly increased from low to substantial transmission in one month.

Please read this Order carefully.

SUMMARY OF THE ORDER: Since June 15, 2021 and after the Blueprint for a Safer Economy, community transmission of COVID-19 has rapidly increased from Low to Substantial in one month. This Order modifies the prior health order, A Safer Return Together at Work and in the Community, with regard to mask use. Based on rapidly increasing daily new cases of COVID-19 cases to a level that indicates Substantial community transmission of the virus that causes COVID-19 based on Centers for Disease Control and Prevention (CDC) indicators, this Order reinstates masking by all, regardless of vaccination status, in effort to slow the increasing trends in and level of transmission of COVID-19 currently being seen in Los Angeles County. In looking at other options, universal indoor masking is the least disruptive and most effective measure to take while increasing vaccination rates; this is an important safety directive that can be implemented without impacting normal business capacity and operations.

This Order mainly aligns with the State Public Health Officer Order of June 11, 2021 and continues to place certain safety requirements on individuals consistent with federal and state rules. In addition, this Order now requires that all persons wear face masks while in indoor public settings and businesses, with limited exceptions, as a precautionary measure with this level of community transmission. The Order continues some requirements on businesses and government entities, such as a general requirement to report positive cases in the workplace and in schools, a requirement for signage, and a proof of vaccination or testing negative for COVID-19 requirement to admit people to attend indoor mega-events largely consistent with state rules. Also, this Order includes best practice recommendations to reduce COVID-19 risk, but not requirements, for individuals, businesses, and government entities.

COVID-19 daily cases are now increasing and have more than quadrupled since June 15, 2021. On July 15 alone, Los Angeles County reported 1,537 new cases—an 83% increase over the previous week. As of July 15, 2021, Los Angeles County is also reporting a 7-day daily average case rate of 7.1 cases per 100,000 people, with a 7-day lag. Further, the test positivity rate and hospitalizations have also dramatically increased. This indicates a continued and substantial risk of COVID-19 infection for those who are not or cannot be vaccinated against COVID-19. Based upon federal CDC indicators and thresholds, this means that community transmission of

COVID-19 within the County of Los Angeles is now substantial, and highly likely to increase during the coming days and weeks.

There are millions of people in Los Angeles County who are not yet vaccinated against COVID-19, including children under 12 years old who are not currently eligible to be vaccinated. Most COVID-19 infections are caused by people who have no or mild symptoms of infection. Variants of the virus that may spread more easily or cause more severe illness remain present and have increased in our County. In the absence of physical distancing requirements for the public and capacity limits for indoor and outdoor settings, unvaccinated and partially vaccinated persons are more likely to get infected and spread the virus, which is transmitted through the air and concentrates in indoor settings. We have also seen surges in other parts of the country and the world, increasingly impacting younger adults.

At this time, the current COVID-19 vaccines are effective at helping to reduce the risk of getting and spreading the infection and also of getting seriously ill even if a fully vaccinated person gets COVID-19, even against the current variants of the virus that causes COVID-19. Although no vaccine is 100 percent effective at preventing illness in vaccinated people, the currently authorized COVID-19 vaccines remain the best form of protection against COVID-19. Vaccinations remain widely available to those 12 years and older. Everyone who is eligible, including those who have recovered from a COVID-19 infection and people at risk for severe illness with COVID-19—such as unvaccinated older adults and unvaccinated individuals with health risks—and members of their households are urged to get vaccinated against COVID-19 as soon as they can if they have not already done so. Those who are not fully vaccinated are urged to adhere to both the required and recommended risk reduction measures.

We must remain vigilant against variants of the virus that causes COVID-19, especially given high levels of transmission here and in other parts of the world and due to the possibility of a new variant being identified for which the current COVID-19 vaccines may not be effective. It is, therefore, prudent to require the reinstatement on an effective public health measure to reduce transmission between people.

This Order is issued to help slow and improve the Substantial level of community transmission of COVID-19 here in Los Angeles County.

This Order's primary intent is to reduce the transmission risk of COVID-19 in the County for all, especially those who are not fully vaccinated, in the absence of other protective measures, like physical distancing requirements and capacity limits.

This Order will be revised in the future, if needed, to reflect the State Executive Orders, California Division of Occupational Safety and Health's (better known as Cal/OSHA) worksite requirements, and State Public Health Officer Orders and guidance. Should local COVID-19 conditions warrant, the Health Officer may, after consultation with the Board of Supervisors, issue Orders that are more restrictive than those of the State Public Health Officer.

This Order 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 at 11:59pm on **Saturday, July 17, 2021** 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 Order.
2. This Order's intent is to continue to protect the community from COVID-19, in particular for those who are not or cannot be fully vaccinated¹ against COVID-19 in the County, **in the absence of other** protective measures and to increase vaccination rates to reduce spread of COVID-19 long-term, so that the whole community is safer and the COVID-19 pandemic can come to an end. 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 citation or fine.
 - a) This Order does not supersede any stricter limitation imposed by a local public entity within the County of Los Angeles Public Health Jurisdiction. The Order is consistent with **existing authority** that local health jurisdictions may implement or continue more restrictive public health measures if the jurisdiction's Local Health Officer determines that health conditions in that jurisdiction warrant such measures. 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, unless the County of Los Angeles is subject to a court order requiring it to act on, or enjoining it from enforcing, any part of this Order.
3. All persons living within the County of Los Angeles Public Health Jurisdiction should continue to practice required and recommended COVID-19 infection control measures at all times and when among other persons when in community, work, social or school settings, especially when multiple unvaccinated persons from different households may be present and in close contact with each other, **especially when in indoor or crowded outdoor settings**.
4. **Face Masks.** All individuals must follow the requirements **included in both the requirements of this Order and** the Guidance for the Use of Face Coverings issued by the California Department of Public Health.
 - a) These requirements are **mainly** aligned with recommendations issued by the Centers for Disease Control & Prevention (CDC). They provide information about higher risk settings where masks are required or recommended to prevent transmission to:
 - i. Persons with a higher risk of infection (e.g., unvaccinated or immunocompromised persons),

¹ People are considered "fully vaccinated" against COVID-19 two weeks or more after they have received the second dose in a 2-dose series (e.g., Pfizer-BioNTech or Moderna) or 2 weeks or more after they have received a single-dose vaccine (e.g., Johnson and Johnson [J&J]/Janssen).

- ii. Persons with prolonged, cumulative exposures (e.g., workers), or
- iii. Persons whose vaccination status is unknown.

When people wear a mask correctly, they protect others as well as themselves. Consistent and correct mask use is especially important indoors and outdoors when in close contact with (less than six feet from) others who are not fully vaccinated against COVID-19 or whose vaccination status is unknown.

- b) Masks are required for everyone, regardless of COVID-19 vaccination status, in the following settings:
 - i. On public transit (examples: airplanes, ships, ferries, trains, subways, buses, taxis, and ride-shares)
 - ii. In transportation hubs (examples: airport, bus terminal, marina, train station, seaport or other port, subway station, or any other area that provides transportation),
 - iii. Indoors in K-12 schools, childcare and other youth settings. (Note: This may change as updated State K-12 school guidance is forthcoming, pending updates for K-12 operational guidance from the CDC.),
 - iv. Healthcare settings (including long term care facilities),
 - v. State and local correctional facilities and detention centers,
 - vi. Homeless shelters, emergency shelters, and cooling centers, and
 - vii. All indoor public settings, venues, gatherings, and businesses (examples: offices, retail, restaurants, theaters, family entertainment centers, meetings, and state and local government offices serving the public, among others.)
- c) Recommendation: In indoor public and private settings where there is close contact with other people who may not be fully vaccinated, individuals should consider wearing a higher level of protection, such as wearing two masks (“double masking”) or a wearing a respirator (e.g., KN95 or N95). This is particularly important if an individual is not fully vaccinated and is in an indoor or crowded outdoor setting.
- d) Individuals, businesses, venue operators or hosts of public indoor settings must:
 - i. Require all patrons to wear masks for all indoor settings, regardless of their vaccination status; and
 - ii. Post clearly visible and easy to read signage, with or without having an employee present, at all entry points for indoor and outdoor settings to communicate the masking requirements for patrons.
- e) Special considerations are made for people with communication difficulties or certain disabilities. Clear masks or cloth masks with a clear plastic panel that fit well are an alternative type of mask for people who interact with: people who are deaf or hard of hearing, children or students learning to read, people learning a new language, and people with disabilities.
- f) All businesses, venue operators or hosts must implement measures to clearly communicate to non-employees the masking requirements on their premises.

- g) No person can be prevented from wearing a mask as a condition of participation in an activity or entry into a business.
- h) The categories of persons who are exempt from mask requirements remain unchanged at this time and can be found at <http://publichealth.lacounty.gov/acd/ncorona2019/masks/#notwear>. In workplaces, certain employees may be exempt from wearing a mask when performing specific tasks which cannot feasibly be performed while wearing a mask. This exception is limited to the period of time in which such tasks are actually being performed. Workers who cannot feasibly wear a mask while performing their work must be tested for COVID-19 at least twice per week, unless the employer is provided proof of the employee's full vaccination against COVID-19 or proof of recovery from laboratory-confirmed COVID-19 within the past 90 days against COVID-19.
- i) In workplaces, most employers and businesses are subject to the Cal/OSHA COVID-19 [Emergency Temporary Standards \(ETS\)](#) and some to the [Cal/OSHA Aerosol Transmissible Diseases Standards](#), and should consult those regulations for additional applicable requirements. The ETS allow local health jurisdictions to require more protective mandates. This County Health Officer Order, which requires masking of all individuals at indoors public settings and businesses, regardless of vaccination status, is a such a mandate in Los Angeles County, and overrides the more permissive ETS regarding employee² masking.
- j) All employers and businesses subject to Cal/OSHA must review and comply with the active Cal/OSHA COVID-19 Prevention Emergency Temporary Standards (ETS). As approved and effective, the full text of the COVID-19 Prevention emergency standards will be listed under [Title 8, Subchapter 7, sections 3205-3205.4](#) of the California Code of Regulations. All businesses or employers with independent contractors should also review the State Labor Commissioner's Office webpage entitled, "[Independent contractor versus employee](#)", which discusses the "employment status" of persons hired as independent contractors, to ensure correct application of the ETS.

5. Mandatory Reporting by Businesses and Governmental Entities. Persons and businesses within the County of Los Angeles Public Health Jurisdiction must continue to follow the COVID-19 infection control protocols and guidance provided by the County Department of Public Health regarding isolation of persons confirmed or suspected to be infected with the virus that causes COVID-19 disease or quarantine of those exposed to and at risk of infection from COVID-19. 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.

- a) 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, or online at www.redcap.link/covidreport.

² Some independent contractors are considered as employees under the State Labor Code. For more details, check the California Department of Industrial Relations' [Independent contractor versus employee](#) webpage.

- b) In the event that an owner, manager, or operator of any business is informed that one or more employees, assigned or contracted workers, or volunteers 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).

6. **LACDPH Best Practice Guidance.** All individuals and Businesses are strongly urged to follow the LACDPH Best Practice Guidance, containing health and safety recommendations for COVID-19.
7. At this time, people at risk for severe illness or death from COVID-19—such as unvaccinated older adults and unvaccinated individuals with health risks—and members of their household, should defer participating in activities with other people outside their household where taking protective measures, including wearing face masks and social distancing, may not occur or will be difficult, especially indoors or in crowded spaces. For those who are not yet fully vaccinated, staying home or choosing outdoor activities as much as possible with physical distancing from other households whose vaccination status is unknown is the best way to prevent the risk of COVID-19 transmission.
8. **Encourage Activities that Can Occur Outdoors.** All Businesses and governmental entities are urged to consider moving operations or activities outdoors, where feasible and to the extent allowed by local law and permitting requirements, because there is generally less risk of COVID-19 transmission outdoors as opposed to indoors.
9. **Ventilation Guidelines.** All Businesses and governmental entities with indoor operations are urged to review the Ventilation Guidelines and implement ventilation strategies for indoor operations as feasible. See California Department of Public Health [Interim Guidance for Ventilation, Filtration and Air Quality in Indoor Environments](#) for detailed information. Nothing in this Order limits any ventilation requirements that apply to particular settings under federal, state, or local law.
10. This Order does not supersede any stricter limitation imposed by a local public entity within the County of Los Angeles Public Health Jurisdiction.
11. **Sectors that Continue to Require Additional Risk Reduction Measures.** The following sectors serve persons and populations that have lower rates of vaccination or persons who are not yet eligible to be vaccinated. As such, these sectors continue to require additional risk reduction measures and must operate subject to the following conditions listed below and those specified in the County sector-specific reopening protocol(s) located at <http://publichealth.lacounty.gov/media/Coronavirus/index.htm>:
- a) **Day camps.** 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**.
- b) **Schools (K-12) and School Districts.** All public and private schools (K-12) and school districts within the County of Los Angeles may open for in-person classes. Educational

facilities serving students at any grade level must prepare, implement and post the required Los Angeles County Department of Public Health Reopening Protocols for K-12 Schools, attached to this Order as **Appendix T1**, and must follow the Protocol for COVID-19 Exposure Management Plan in K-12 Schools, attached to this Order as **Appendix T2**.

- c) **Mega Events (Outdoor and Indoor)**. Mega Events are characterized by large crowds greater than 5,000 (indoors) and 10,000 (outdoors) attendees. Mega Events may have either assigned or unassigned seating, and may be either general admission or gated, ticketed and permitted events. These events are considered higher risk for COVID-19 transmission.
- i. **Indoor Mega Events**: Indoor Mega Events (example: conventions/conferences/ expos/ sporting events and concerts) where more than 5,000 people are in attendance, can reopen to the public. In addition to the general public health recommendations, Indoor Mega Event operators must verify the full vaccination status³ or pre-entry negative COVID-19 viral test⁴ result of all attendees. Attendees must **wear a face covering while indoors at an Indoor Mega Event**. Indoor Mega Event operators must prominently place information on all communications, including reservation and ticketing systems, to ensure guests are aware of the proof of pre-entry testing or full vaccination status, including acceptable modes of verification, and masking requirements.
 - ii. **Outdoor Mega Events**: Outdoor Mega Events (example: music or food festivals/car shows/large endurance events and marathons/ parades/ sporting events and concerts) that attract crowds of over 10,000 persons, can reopen to the public. In addition to the general public health recommendations, it is strongly recommended that Outdoor Mega Event operators verify the full vaccination status or pre-entry negative COVID-19 viral test result for all attendees. All attendees who do not verify full vaccination status prior to entry should be asked to wear face coverings. Attendees must follow California Department of Public Health (CDPH) Guidance for Face Coverings. Outdoor Mega Event operators must prominently place information on all communications, including reservation and ticketing systems, to ensure guests are aware that the State and County health officers strongly recommendations that they be fully vaccinated against COVID-19, obtain a negative COVID-19 viral test prior to attending the event, and wear a face mask while in attendance. **All persons at the event or venue are required to wear face masks while in any indoor setting, and in areas where 50% of the structure has adjacent**

³ The following are acceptable as proof of full vaccination status: Vaccination card (which includes name of person vaccinated, type of COVID-19 vaccine provided and date last dose administered) OR a photo of a vaccination card as a separate document OR a photo of the attendee's vaccine card stored on a phone or electronic device OR documentation of the person's full vaccination against COVID-19 from a healthcare provider. Businesses and venue operators may also utilize self-attestation at point of registration, during ticket purchase or on the day of the event prior to entry into the venue.

⁴ Pre-entry negative testing is testing that must be conducted within 72 hours before event start time (both PCR and antigen are acceptable). Results of the test must be available prior to entry into the event or venue. The following are acceptable as proof of a negative COVID-19 viral test result: printed document (from the test provider or laboratory) OR an email or text message displayed on a phone from the test provider or laboratory. The information should include person's name, type of test performed, and negative test result (date of test must be within prior 72 hours). Businesses and venue operators may also utilize self-attestation at point of registration, during ticket purchase or on the day of the event prior to entry into the venue.

impermeable walls, such as concourses and concession stands. Operators are to make face masks available for all attendees.

iii. **Additional Recommendations for Both Outdoor and Indoor Mega Events:** Mega Event operators are encouraged to follow these additional recommendations:

1. Encourage everyone to get vaccinated when eligible.
2. Facilitate increased ventilation of indoor spaces (i.e., open all windows and doors to increase natural air flow), following California Department of Public Health [Interim Guidance for Ventilation, Filtration and Air Quality in Indoor Environments](#).
3. Encourage everyone to sign up for [CA Notify](#) as an added layer of protection for themselves and the community to receive alerts when they have been in close contact with someone who tests positive for COVID-19.
4. Convey the risk of attending large crowded events where the vaccine status of other attendees may be unknown to the individuals.
5. Convey the risk of attending large crowded events for populations that may not currently be eligible for vaccination or may be immunocompromised and whose vaccine protection may be incomplete.
6. Encourage all venues along any parade or event route to provide outdoor spaces for eating/drinking/congregating to reduce the risk of transmission in indoor settings.

- d) **Overnight Organized / Children's Camps.** An organized camp is a site with program and facilities established for the primary purpose of providing an overnight outdoor group living experience for recreational or other purposes for five days or more during one or more seasons of the year. A Notice of Intent to Operate must be submitted by the Camp operator to the Environmental Health Division Communityhealth@ph.lacounty.gov prior to operation. The owner or operator of an Overnight Organized/ Children's Camp must prepare, implement, and post the required Los Angeles County Public Health Protocols for Overnight Organized / Children's Camps, attached to this Order as **Appendix K-1**.

REASONS FOR THE ORDER

12. This Order is based upon the following determinations: continued evidence of **sustained and substantial** community transmission of COVID-19 within the County; documented 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 millions of people in the County population continue to be at risk for infection with serious health complications, including hospitalizations and death from COVID-19, due to age, pre-existing health conditions, being unvaccinated or not eligible for vaccination, and **the increasing presence of** more infectious variants of the virus that causes COVID-19 and which have been shown to cause more severe disease being present in the County; 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 continue to reduce the risk of COVID-19 infection for all, especially those who are not or cannot be fully vaccinated against COVID-19 in the County.

13. Existing community transmission of COVID-19 in Los Angeles County is increasing and continues to present a substantial risk of infection and harm to the health of those who are not or cannot be vaccinated against COVID-19. COVID-19 vaccinations are widely available to those 12 years and older, but as of July 15, approximately 2.5 million people age 16 years and older in our community have not received a COVID-19 vaccination and remain susceptible to infection, in addition to the approximately 1.4 million children under the age of 12 years who are not currently eligible to receive a COVID-19 vaccination. New variants of the virus that may spread more easily or cause more severe illness are increasingly present in our county and remain a high risk for those who are not vaccinated against COVID-19 in the absence of other community mitigation measures, like physical distancing requirements and capacity limits, in indoor and outdoor settings. As of July 15, 2021, there have been at least 1,262,578 cases of COVID-19 and 24,566 deaths reported in Los Angeles County. Increased interactions among members of the public has resulted in an increased number of daily new cases and rapidly increased 7-day average daily case rate of 7.1 cases per 100,000 people with a 7-day lag, indicating substantial community transmission, in the absence of capacity limits and physical distancing requirements across sectors in both indoor and outdoor settings. Making the risk of community transmission 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. Because even people without symptoms can transmit the virus, and because evidence shows the infection is easily spread, preventing, limiting, and placing risk reduction measures on various types of gatherings and other direct and indirect interpersonal interactions have been proven to reduce the risk of transmitting the virus.

14. Epidemiologic evidence demonstrates that the rate of community transmission, hospitalizations and testing positivity rates have all substantially increased since June 15, 2021. Although more than 10,712,037 vaccine doses have been administered and more than 5,067,109 residents ages 16 and older are fully vaccinated against COVID-19 in Los Angeles County, the attendant risks to the public's health associated with COVID-19 still remain.

In line with the State Public Health Officer, the Health Officer will continue to monitor scientific evidence and epidemiological data within the County.

15. The Health Officer will continue monitoring epidemiological data to assess the impact of lifting restrictions and fully re-opening sectors. Those Indicators include, but are not limited to:

- a) The number of new cases, hospitalizations, and deaths among residents in areas in the lowest Healthy Places Index (HPI) quartile and by race/ethnicity.
- b) The COVID-19 case rate.
- c) The percentage of COVID-19 tests reported that are positive.
- d) The availability of COVID-19 vaccines and the percentage of eligible County residents vaccinated against COVID-19.



- e) The number of fully vaccinated people who get sick, are hospitalized, or die from COVID-19.

ADDITIONAL TERMS

16. The County shall promptly provide copies of this Order by: (a) posting it on the Los Angeles Department of Public Health's website (www.publichealth.lacounty.gov), (b) posting it at the Kenneth Hahn Hall of Administration located at 500 West Temple Street, Los Angeles, CA 90012, (c) providing it to any member of the public requesting a copy, and (d) issuing a press release to publicize the Order throughout the County.
 - a) The owner, manager, or operator of any facility that is likely to be impacted by this Order is strongly encouraged to post a copy of this Order onsite and to provide a copy to any member of the public requesting a copy.
 - b) Because guidance may change, the owner, manager, or operator of any facility that is subject to this Order is ordered to consult the Los Angeles County Department of Public Health's website (www.publichealth.lacounty.gov) daily to identify any modifications to the Order and is required to comply with any updates until the Order is terminated.
17. 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.
18. 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.
19. This Order is issued in consideration of California's Beyond the Blueprint for Industry and Business Sectors issued May 21, 2021, and subsequent updates. This Order may be revised in the future as the State Public Health Officer amends its guidance to reflect evolving public health conditions and recommendations issued by the federal CDC and other public health authorities. 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.
20. 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.

21. 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.
22. This Order is issued pursuant to Health and Safety Code sections 101040, 120175, and 120295.
23. This Order shall become effective at 11:59pm on Saturday, July 17, 2021 and will continue to be until it is revised, rescinded, superseded, or amended in writing by the Health Officer.

IT IS SO ORDERED:



7/16/2021

Muntu Davis, M.D., M.P.H.

Issue Date

Health Officer,
County of Los Angeles

Appendices At-A-Glance

Businesses and customers should continue reviewing best practice documents and sector-specific protocol for designated areas on a regular basis to ensure they are complying with the latest health protection and prevention measures.

All DPH protocol and best practice documents are available at:

<http://publichealth.lacounty.gov/media/Coronavirus/index.htm>

- Appendix K:** Reopening Protocol for Day Camps [Revised 6/23/2021]
- Appendix K-1:** Reopening Protocol for Overnight Organized/ Children's Camps [Revised 6/14/2021]
- Appendix T1:** Reopening Protocols for K-12 Schools [Revised 7/1/2021]
- Appendix T2:** Protocol for COVID-19 Exposure Management Plan in K-12 Schools [Revised 7/2/2021]



**City of South Pasadena
Management Services**

Memo

Date: July 21, 2021
To: The Honorable City Council
From: Arminé Chaparyan, City Manager
Re: Caltrans Surplus Properties Disposition Update

PowerPoint presentation on Caltrans Surplus Properties Disposition Update.



CALTRANS SURPLUS PROPERTIES DISPOSITION STRATEGY UPDATE

JULY 21, 2021

City of South Pasadena



- April 14, 2021 Community Forum
 - Key concepts discussed for the bill
 - Include negotiations with Caltrans/CTC
- April 21, 2021 City Council Discussion
 - SB 381 support with amendments
 - Pursue a “non-legislative” parallel path

Also approved CivicStone contract to continue working with both ad hoc committees, including:

- coordination of property inspection and repair estimate
- exploration of additional funding sources, and preparation of a financial model



SB 381 Update

- 7/12/12: passed Assembly Committee on Housing and Community Development
- Proposed amendment to clarify language related to the sale of properties to the City, such that Caltrans will offer purchase terms to City within 90 days of adoption of emergency regulations.
- SB 381 to Assembly Appropriations (August)
- Further amendments anticipated as Senator negotiates with Caltrans and the Governor's Office.



Non-Legislative Committee

- 6/19/21: Met with community stakeholders
- 6/24/21: Testified at CTC meeting (626 Prospect Ave)
- Requested meeting with CTC members and Caltrans staff to tour select properties and discuss concerns (*August*)
 - seeking direction on policy recommendations



City of South Pasadena Public Works Department

Memo

Date: July 20, 2021

To: The Honorable City Council

Via: Arminé Chaparyan, City Manager

From: Elaine Aguilar, Interim Assistant City Manager

Re: July 21, 2021 City Council Meeting Item No. 18 Additional Document –
Comprehensive Financial Report For Fiscal Year Ending June 30, 2020.

Attached is a PowerPoint for the Comprehensive Financial Report for the fiscal year ending June 30, 2020.

City of South Pasadena

AUDIT PRESENTATION

FOR THE YEAR ENDED JUNE 30, 2020

JULY 21, 2021

City of South Pasadena

Audit objective

- Express an opinion on ***management's*** financial statements
- After gathering and evaluating sufficient, appropriate audit evidence, provide:
 - *Reasonable assurance* the financial statements are free of *material* misstatement
 - An opinion as to whether the financial statements are fairly presented, in all material respects, in accordance with Generally Accepted Accounting Principles

City of South Pasadena

Audit standards followed:

- Generally Accepted Auditing Standards (GAAS)
- Generally Accepted Government Auditing Standards (GAGAS)

City of South Pasadena

Responsibilities

- Management:
 - Financial statements
 - Complete accurate financial records
 - Comprehensive framework of internal control, including controls to prevent and detect fraud
- Governing body:
 - Fiduciary
 - Ensure management fulfills obligations for internal control and financial reporting

City of South Pasadena

- Auditor responsibilities:
 - Obtain reasonable assurance that the financial statements are free of material misstatement
 - Examine, on a test basis, evidence supporting amounts and disclosures
 - Assess accounting principles used, estimates made and evaluate the overall financial statement presentation.
 - Express an opinion on the City's financial statements

City of South Pasadena

Final opinion over financial statements:

- Unmodified
 - Financial statements are fairly presented in all material respects
 - Significant accounting policies have been consistently applied
 - Estimates are reasonable
 - Disclosures are properly reflected

Regular Session City Council Meeting

E-mail Public Comment 07/21/2021

AGENDA ITEM # 2

GENERAL PUBLIC COMMENT

1. Erin Fleming
2. Ed Simpson
3. Beverly Biber
4. Chris Bray
5. Amedee Baryy
6. Jeshow Yang
7. Pamella C Dong
8. Jim Eisenstein
9. Greg Apodaca
10. Sean Meredith
11. Kathleen Cady
12. Barbara Esenstein
13. Madeline Di Giorgi
14. Paul Scott
15. Wilbur Dong
16. Megan Sweas
17. Wesely Reutimann

From: [BEVERLY BIBER](#)
To: [Erin Fleming](#)
Cc: [City Council Public Comment](#); [Elisabeth Emirhanian](#); [Tracy Reiman](#); [Cornelia Balogh](#); [Cornelia Balogh](#); [Ed Simpson](#); [Sherry Plotkin](#); [Eavie Porter](#); [Marcos Holquin](#); [Noelle Brown](#); [David Keily](#)
Subject: Re: Comment for council meeting
Date: Thursday, July 15, 2021 10:13:55 PM

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

Hi Erin

So glad you are bringing this to their attention. They can notify Pas Humane (I still refer to them as PHS)

It definitely needs attention

Thanks.

Bev

Sent from my iPhone

> On Jul 15, 2021, at 9:08 AM, Erin Fleming [REDACTED] wrote:

> I would like to speak about this at the next meeting.

>

> I have lived in South Pasadena since April 2008. I have lived at my current South Pasadena home since March 2013. In that time period what I am about to report has not happened. Our neighborhood is so concerned that many of us are talking and nobody can recall this happening.

>

> We are experiencing a large number of dead young birds and dead small birds. Now that I think of it, I have personally called the SPCA for pick up for two birds, one nestling and one crow. It's to such an extent that we feel they are being poisoned (maybe unintentionally) or potentially have an issue with the disease that has been affecting birds in Southern California for a couple of years.

>

> Yesterday there were two which were disposed of by neighbors. This morning I saw another one. Most of the dead birds seem to be close to 2111 Huntington Drive.

>

> We would really like someone to look into this matter.

>

> What are the next steps to get some action?

>

> I would like to address council about this matter especially because it has to do with the Animal Commission which I work on for 6 years/2 terms.

>

> Sincerely,

> Erin Fleming

> [REDACTED]

>

>

> Mailed on the move

> So excuse my brevity

> Here is a Haiku

From: [Ed Simpson](#)
To: [Erin Fleming](#)
Cc: [City Council Public Comment](#); [Elisabeth Emirhanian](#); [Bev B](#); [Tracy Reiman](#); [Cornelia Balogh](#); [Cornelia Balogh](#); [Sherry Plotkin](#); [Eavie Porter](#); [Marcos Holguin](#); [Noelle Brown](#); [David Keily](#)
Subject: Re: Comment for council meeting
Date: Saturday, July 17, 2021 3:26:45 PM

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

Erin, this is very upsetting and needs to be addressed. Here is link to Audubon in Pasadena; they may have on info on this already. Let Ed and Bee know if you need any help, and please keep us informed.
[Pasadena Audubon Society](#)

Bee and Ed Simpson

On Jul 15, 2021, at 9:08 AM, Erin Fleming <[REDACTED]> wrote:

I would like to speak about this at the next meeting.

I have lived in South Pasadena since April 2008. I have lived at my current South Pasadena home since March 2013. In that time period what I am about to report has not happened. Our neighborhood is so concerned that many of us are talking and nobody can recall this happening.

We are experiencing a large number of dead young birds and dead small birds. Now that I think of it, I have personally called the SPCA for pick up for two birds, one nestling and one crow. It's to such an extent that we feel they are being poisoned (maybe unintentionally) or potentially have an issue with the disease that has been affecting birds in Southern California for a couple of years.

Yesterday there were two which were disposed of by neighbors. This morning I saw another one. Most of the dead birds seem to be close to 2111 Huntington Drive.

We would really like someone to look into this matter.

What are the next steps to get some action?

I would like to address council about this matter especially because it has to do with the Animal Commission which I work on for 6 years/2 terms.

Sincerely,
Erin Fleming
[REDACTED]

.....

From: [Amedee Barry](#)
To: [City Council Public Comment](#)
Subject: Zoning for Bar
Date: Tuesday, July 13, 2021 9:00:49 AM

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

Hello,

My name is Amedee Barry. There are too many irregularities about the zoning change and the owners not disclosing their personal involvement. There is a lack of transparency and unfairness in this process. Please do not allow a bar in the residential area.

Thanks for listening

Amedee Barry

From: [Chris Bray](#)
To: [City Council Public Comment](#)
Cc: [Diana Mahmud](#); [Michael Cacciotti](#); [Jon Primuth](#); [Jack Donovan](#); [Evelyn Zneimer](#); [Armine Chaparyan](#)
Subject: metastasization
Date: Friday, July 16, 2021 6:33:43 PM

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

Councilmembers,

Two years ago, the council budgeted \$250,000 a year for legal services, with an additional sum elsewhere in the budget for labor-related legal costs – and the city attorney's firm tended to bill under \$30,000 a month, a fact you can confirm by spending ten minutes with the old warrant registers. As Stephen Rossi presciently warned last year, your legal costs have now grown entirely out of control:

Inline image



You should discuss this, especially the nearly \$38,000 for a single month of unexplained "special projects" billing. You're trending in the direction of paying a million dollars a year for the city attorney's law firm – much of it for unspecified "special projects" and "miscellaneous" – in a small town that recently budgeted a quarter of that sum for legal services. A capable city attorney would work to limit your legal costs rather than endlessly growing them.

I ask you to start by doing one thing: Direct staff to prepare a month-by-month summary of invoices from Colantuono, Highsmith & Whatley for the last three years, and then review the trend in a closed session performance evaluation.

You've lost control of your legal costs. You should regain control before you're paying six figures for the city attorney's law firm every month. After the months of angry and grossly unprofessional responses to Stephen Rossi's entirely appropriate efforts to raise the issue last year, what will it take to finally force this conversation?

Chris Bray

From: [Erin Fleming](#)
To: [City Council Public Comment](#)
Cc: [Elisabeth Emirhanian](#); [Bev B](#); [Tracy Reiman](#); [Cornelia Balogh](#); [Cornelia Balogh](#); [Ed Simpson](#); [Sherry Plotkin](#); [Eavie Porter](#); [Marcos Holguin](#); [Noelle Brown](#); [David Keily](#)
Subject: Comment for council meeting
Date: Thursday, July 15, 2021 9:08:22 AM

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

I would like to speak about this at the next meeting.

I have lived in South Pasadena since April 2008. I have lived at my current South Pasadena home since March 2013. In that time period what I am about to report has not happened. Our neighborhood is so concerned that many of us are talking and nobody can recall this happening.

We are experiencing a large number of dead young birds and dead small birds. Now that I think of it, I have personally called the SPCA for pick up for two birds, one nestling and one crow. It's to such an extent that we feel they are being poisoned (maybe unintentionally) or potentially have an issue with the disease that has been affecting birds in Southern California for a couple of years.

Yesterday there were two which were disposed of by neighbors. This morning I saw another one. Most of the dead birds seem to be close to 2111 Huntington Drive.

We would really like someone to look into this matter.

What are the next steps to get some action?

I would like to address council about this matter especially because it has to do with the Animal Commission which I work on for 6 years/2 terms.

Sincerely,
Erin Fleming

.....
Mailed on the move
So excuse my brevity
Here is a Haiku

From: [Megan Sweas](#)
To: [City Council Public Comment](#)
Subject: Electric Leaf Blowers
Date: Wednesday, July 7, 2021 1:38:48 PM

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

Hello,
I'm writing in support of the electric leaf blower ordinance. Please pass the ordinance to transition to electric leaf blowers. It's better for the environment and for the health of the workers, and it offers a just way to transition to better equipment.
Thank you,
Megan Sweas

From: [Pamella C DONG](#)
To: [City Clerk's Division; ccpubliccomment@southpasadenaca.gov](#)
Subject: Electric Leaf Blowers
Date: Monday, July 19, 2021 1:12:59 PM

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

cityclerk@southpasadenaca.gov
ccpubliccomment@southpasadenaca.gov

Information for Staff Analysis of Leaf Blowers
Electric Leaf Blowers

Switching to electric leaf blowers will not eliminate the noise problem because they can be as noisy as gas leaf blowers. Our neighboring cities have addressed this problem by limiting the noise to 64 dB. Below is a discussion of the issues.

The gas blower noise solution for the cities of Pasadena, Arcadia, and San Marino is to require that the leaf blower noise not exceed 64 dB. The leaf blower is tested when the gardener pays for the license and is indicated on their license. This information was from my gardener who has clients in these cities.

Incidentally, a corded electric leaf blower can also be as loud as 64 dB such as those made by STIHL (STIHL BGE 71). Unfortunately, electric blowers are not as powerful as a gas blower which meets the 64 dB noise requirement (STIHL BGA 85). STIHL are examples of blowers that gardeners use because their reliability and durability.

A battery operated leaf blower lasts about 20-24 minutes per charge unless it is mated with a backpack battery for a longer operation per charge. A less practical solution is for the homeowner to provide outside electrical outlets to which extension cords are attached and drag around the yard.

I did not read that these were considerations in the newspaper articles of the July 7 Council Meeting.

Wilbur Dong



From: [Tamara Binns](#) on behalf of [CCO](#)
To: [City Council Public Comment](#)
Subject: FW: [BULK] Gas powered leaf blowers
Date: Monday, July 12, 2021 5:36:08 PM
Importance: Low

From: Paul Scott <psscott@korvasci.com>
Sent: Monday, July 12, 2021 12:01 PM
To: CCO <cco@southpasadenaca.gov>
Subject: [BULK] Gas powered leaf blowers
Importance: Low

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

Hello,

I am a home-owner in South Pasadena, and I'm writing to recommend we ban gas-powered leaf blowers. Gas blowers contribute to significant noise pollution in our neighborhood. Additionally, the particulate debris that is created by these blowers dirties our home, our backyard patio, and our children's lungs. South Pasadena, make the right choice to ban these dreadful leaf blowers.

Thank you,
Paul Scott

[REDACTED]
[REDACTED]

From: [Madeline Di Giorgi](#)
To: [City Council Public Comment](#)
Subject: Gas powered leaf blowers ban
Date: Wednesday, July 7, 2021 3:57:00 PM

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

I would like to submit my public comment in full support of the ban of gas powered leaf blowers. As a resident in a street filled with multi-family units, I can NEVER have my windows open or go outside for a breath of fresh air because every day there are leaf blowers being used multiple times a day on the street at multiple locations. It also seems I can never get a time of peace and quiet. Working from home, it is very difficult to have a meeting or concentrate with that awful noise blasting right outside my windows. Between the dust, the two-stroke engine exhaust, and the noise....I have truly been at my wits end. Please help by banning gas powered leaf blowers. Thank you!

Best,

Madeline Di Giorgi
-Desperate resident

From: [Barbara Eisenstein](#)
To: [City Council Public Comment](#)
Subject: I support a leaf blower ordinance
Date: Wednesday, July 7, 2021 3:31:55 PM

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

To: City Council of South Pasadena
From: Barbara Eisenstein, 1852 Monterey Road
Date: 7/7/21
Item 15: Ordinance amendment to prohibit gas-powered leaf blowers

Right before sitting down to write this public comment, the acrid smell of burning fuel assaulted my senses. Next, the noise of gas-powered leaf blowers (the source of the unappealing and sickening scent) overwhelmed my hearing. The air thickened with the dust generated by blowing leaves and soil from the lawn and garden beds next door. For nearly an hour every Wednesday afternoon, this is my reality.

During COVID hybrid-school, my grandchildren, who were in our family pod, came to my house on Wednesdays - their short school day - so their parents could continue working at home. Instead of being about to go outside and play in the yard, we were forced to close all windows and doors, hoping to minimize our exposure to the increased air and noise pollution.

This pattern repeats each day, except peaceful Sunday, as each and every neighbor surrounding me changes what could be a relatively peaceful neighborhood into a noisy, unhealthy, and disturbing environment.

If this were not enough reason to outright ban blowers, consider the damage done to the environment with increased emissions, the workers who are forced to breathe in noxious fumes all day, every day, and the butterflies and birds whose nests and homes are blown away, reducing what could be a vibrant urban ecosystem into a zone of death.

I am sorry for being so direct, but the least that should be done is the elimination of the energy-wasting, air polluting and excessively noisy gas-powered machines. The future, though, should show progress towards a healthier, cleaner, quieter and livelier neighborhood.

Please pass the ordinance to ban the gas-powered leaf blowers.

Thank you,
Barbara Eisenstein

--



Available at heydaybooks.com

From: [Kathleen Cady](#)
To: [City Council Public Comment](#)
Subject: July 7 City Council meeting follow up
Date: Wednesday, July 7, 2021 7:45:54 PM

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

South Pasadena City Council - Thank you for the opportunity to provide public comment at tonight's meeting. I am a retired prosecutor from Los Angeles County District Attorney's Office with over 30 years' experience who worked out of the Pasadena and Alhambra courts and am now assisting crime victims in response to George Gascon's recently enacted policies which are devastating crime victims and endangering the community. This is not a political issue – it is a public safety issue. His policies also violate victims' rights. Since January, I have represented pro bono over 70 victims, many of them murder victim families. His blanket policies have also retraumatized many victims. His policies do not allow for appropriate gang, weapon and gun allegations to be filed. This affects the bail that is set resulting in dangerous individuals to be released from custody. This also affects the sentence that defendants can receive. Gascon's policies regarding misdemeanor crimes is affecting quality of life crimes – he will not prosecute most misdemeanors including trespass, disturbing the peace, driving without a license, driving on a suspended license, criminal threats, being under the influence of drugs and loitering for prostitution. Not prosecuting these crimes results in criminals being empowered. His policies have resulted in a crime spike in Los Angeles County, specifically in violent crimes. His Youth Justice policy is that he will never prosecute a minor in adult court. I have represented approximately 20 families whose loved ones were murdered by 17 year old gang members. As juveniles they can only be kept in custody until they are 25, even if they murdered more than one person. His policy is dangerous because 16 and 17 year old gang members know that there will be little consequence for executing people. These families are devastated by his policies. His policy regarding parole hearings is that prosecutors can no longer attend parole hearings. This results in victims having to participate on their own – defendants are represented, but victims do not. The victims do not have access to much of the information and are not able to point out inconsistencies in defendants statements which means that some individuals will be inappropriately paroled. I and other victims' rights attorneys as well as victims are available to meet with you to discuss these serious issues in more detail and I urge you to put a vote of no confidence on your agenda for the next meeting. I can be reached via email or on my cell phone of 626 644 8696.

--

Very truly yours,

Kathy Cady, J.D.
Victims' Rights Attorney
Retired Deputy District Attorney

From: [Sean Meredith](#)
To: [City Council Public Comment](#)
Subject: Leaf blower ordinance
Date: Wednesday, July 7, 2021 7:00:24 PM

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

Dear Honorable Councilmembers,

I'm writing in support of the proposed ordinance to transition away from gas power leaf blowers. Better for the lungs and ears of the workers and residents.

Sincerely,
Sean Meredith
Council District 3

From: [Greg Apodaca](#)
To: [City Council Public Comment](#)
Subject: Leaf blowers
Date: Friday, July 9, 2021 3:03:49 PM

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

Please vote to make electric leaf blowers the way of the future.

Greg Apodaca Sent from my iPhone

From: [Jim Eisenstein](#)
To: [City Council Public Comment](#)
Subject: Proposed leaf blower ordinance
Date: Wednesday, July 7, 2021 4:16:51 PM

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

I strongly support the proposed ordinance which would require the replacement of gas powered leaf blowers with electrically powered ones. There are several reasons for my support:

1) The advance of severe climate change is obvious to all. A major contributor to this is the burning of fossil fuels. Emissions from gas-operated leaf blowers directly contribute to the problem. Transitioning to electric blowers will reduce their climate impact dramatically, especially since "green" electricity is readily available to homeowners.

2) I have lived in South Pasadena for 25 years. Over that time the usage of gas-powered leaf blowers has steadily increased. Every day, save Sundays, I am assaulted by the din these machines produce. It is particularly horrible on the days our immediate neighbors have their yards serviced. The quality of life in South Pasadena has been seriously degraded owing to these machines.

3) Finally, I applaud this proposed ordinance for its placement of the onus on compliance with the homeowner, not the gardener. In addition, I am very happy to see that the South Coast Air Quality Management District will offset 75% of the cost of electric blowers to the gardeners.

Sincerely,

Jim Eisenstein


From: [Jeshow Yang](#)
To: [City Council Public Comment](#)
Subject: Public Comment - Agenda Item 15 - Support for Zero-Emission Yard Care
Date: Thursday, July 8, 2021 5:11:15 PM

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

Dear Mayor, Council, and staff,

As a local stakeholder who cares about clean air, public health, and local climate action, I support the City's effort to accelerate the transition to zero-emission yard equipment.

I encourage the City and staff to make it as easy as possible for gardeners to make this important transition. Assistance in Spanish, easy access to free demonstration blowers and alternative technologies such as lawn/leaf sweepers, and help accessing the AQMD rebate are all important steps to reducing compliance barriers to small operators. Property owners should also be educated about the different options for complying with the new policy, including the use of alternative products such as brooms, rakes, and lawn/debris sweepers.

As a potential early adopter, South Pasadena has the opportunity to craft and implement an equitable policy that can serve as a model for other local jurisdictions.

Thank you,

Sincerely,
Jeshow Yang

From: [Pamella C DONG](#)
To: [City Council Public Comment](#)
Subject: Re: Electric Leaf Blowers
Date: Monday, July 19, 2021 1:25:29 PM

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cityclerk@southpasadenaca.gov
ccpubliccomment@southpasadenaca.gov

Information for Staff Analysis of Leaf Blowers
Electric Leaf Blowers

Switching to electric leaf blowers will not eliminate the noise problem because they can be as noisy as gas leaf blowers. Our neighboring cities have addressed this problem by limiting the noise to 64 dB. Below is a discussion of the issues.

The gas blower noise solution for the cities of Pasadena, Arcadia, and San Marino is to require that the leaf blower noise not exceed 64 dB. The leaf blower is tested when the gardener pays for the license and is indicated on their license. This information was from my gardener who has clients in these cities.

Incidentally, a corded electric leaf blower can also be as loud as 64 dB such as those made by STIHL (STIHL BGE 71). Unfortunately, electric blowers are not as powerful as a gas blower which meets the 64 dB noise requirement (STIHL BGA 85). STIHL are examples of blowers that gardeners use because their reliability and durability.

A battery operated leaf blower lasts about 20-24 minutes per charge unless it is mated with a backpack battery for a longer operation per charge. A less practical solution is for the homeowner to provide outside electrical outlets to which extension cords are attached and drag around the yard.

I did not read that these were considerations in the newspaper articles of the July 7 Council Meeting.

Wilbur Dong



From: [Wesley Reutimann](#)
To: [City Council Public Comment](#)
Subject: Public Comment - Agenda Item 15
Date: Wednesday, July 7, 2021 3:03:34 PM
Attachments: [2021.07.07 - Agenda Item 15 - Zero Emission Leaf Blowers.pdf](#)

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Please see attached comment letter in advance of the 7/7 meeting.

Thank you!

Wesley Reutimann

Pronouns: He | His



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www.ActiveSGV.org

ActiveSGV's mission to support a more sustainable, equitable, and livable San Gabriel Valley is made possible by people like you. Join, support, or donate [here](#).

July 7, 2021

South Pasadena City Council
1414 Mission St.
South Pasadena, CA 91030

ADVISORY BOARD

Vincent Chang

RE: SUPPORT | Agenda Item 15 - Zero Emission Leaf Blowers

David Diaz

Dear members of the South Pasadena City Council,

Rafael Gonzalez

As a place-based community organization dedicated to realizing a more sustainable, equitable, and livable San Gabriel Valley, ActiveSGV is pleased to support local efforts to phase out the use of polluting, gas-powered lawn and gardening equipment.

Yvette Martinez

Small off-road engines (SORE) emit high levels of air pollutants -- including nitrogen oxides (NOx), reactive organic gases (ROG), and particulate matter (PM) -- **and are predicted to surpass emissions from light-duty passenger cars in 2021.** According to the CA Air Resources Board, one hour of operation of a commercial leaf blower can emit as much ROG and NOx as driving 1,100 miles in a 2017 Toyota Camry. If action is not taken on this issue, emission levels from small engines are expected to reach twice those from passenger cars by 2031.

Stephanie Ramirez

Wesley Reutimann

Chris Tran

The Governor's Executive Order No. N-79-20 directs the CA Air Resources Board to achieve 100% zero emissions from off-road equipment in California by 2035, where feasible and cost-effective. California cannot achieve this goal without providing a pathway to replace polluting gas-powered engines with zero-emission engines. Over half of household lawn and garden equipment is already zero-emission, but commercial landscapers have historically had lower adoption rates of zero-emission equipment. Equipment used for commercial purposes requires additional batteries and chargers, increasing the upfront costs of cleaner, healthier, zero-emission equipment.

Accelerating the transition to zero-emission SOREs will benefit the health and safety of the workers who use largely unregulated, polluting gas models today. The City has an opportunity to join others across the state in supporting statewide action by acting locally to encourage greater adoption of cleaner, quieter, battery-electric equipment.

As a community-based organization committed to improving the health and well-being of residents of San Gabriel Valley, one of the most polluted air basins in the United States, ActiveSGV strongly supports the proposed policy.

Thank you for your commitment to clean air,



David Diaz, MPH
Executive Director

Regular Session City Council Meeting

E-mail Public Comment 07/21/2021

AGENDA ITEM # 14

CALTRANS SURPLUS PROPERTIES DISPOSITION UPDATE

1. Delaine Shane

From: [D. Shane](#)
To: [City Council Public Comment](#); [City Clerk's Division](#)
Cc: [Diana Mahmud](#); [Michael Cacciotti](#); [Evelyn Zneimer](#); [Jack Donovan](#); [Jon Primuth](#); [Armine Chaparyan](#); [Tamara Binns](#); [Margaret Lin](#); [WISPPA](#); [Brian Solinsky](#)
Subject: South Pasadena City Council-Regular Session-July 21, 2021: Public Comment: Agenda Item No. 14 (CALTRANS SURPLUS PROPERTIES DISPOSITION UPDATE)
Date: Wednesday, July 21, 2021 10:19:55 AM
Importance: High

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

Dear City Clerk:

Below is my statement for City Council Agenda Item No. 14 on tonight's agenda.

Thank you.

Sincerely,

Delaine Shane


Subject: Agenda Item No. 14 (CALTRANS SURPLUS PROPERTIES DISPOSITION UPDATE)

Dear Mayor Mahmud and City Council Members:

I live in the immediate vicinity of a number of Caltrans properties in the southwest portion of South Pasadena, so the recommendations in the staff report will have a significant impact on my family and that of my neighbors. Here are my thoughts for your consideration:

- **Support Recommendation #1:** Receive updates from the two Ad Hoc Committees (Legislative/Non-Legislative):
 - I appreciate and look forward to hearing about updates associated with Recommendation No. 1. My neighbors and I support prudent, efficient, and financially doable solutions that will return these existing properties to their original purpose, i.e., to be affordable homes for owners who will contribute to our community, in character and spirit, and provide property taxes that will help support City services.
- **Support Recommendation #2 with Additional Recommendations:** Provide direction to Ad Hoc Committees:
 - This direction should include reaching out to the affected Caltrans tenants. They, in particular, have experienced a living hell with Caltrans behaving like a slumlord. They deserve, if not earned, a right to "be at the table."
 - In addition, before proceeding with expenses by the City via consultant services, staff should perform a limited, generalized phone/email survey that will be helpful to both Ad Hoc committees and the City Council. This limited survey should be on substantive

issues relating to the realities today of initiating renovations during the COVID-19 pandemic by contacting building industry officials and real estate professionals to determine, in general, the availability, timeliness, and costs of: general contractors and construction crews, equipment, materials and supplies, and other potential issues/delays. Such discussions shall include generalized costs (or percentages) that would have been incurred pre-pandemic versus what is occurring during the pandemic timeframe. Staff shall then return with findings and recommendations.

- **Oppose Recommendation #3:** Have CivicStone/City staff to issue RFP:
 - This recommendation is premature and potentially wastes City funds that can be spent on more immediate matters, such as doing immediate emergency repairs for the West Side Reservoir that is near our homes and is imperiling our safety due to its deteriorated condition. Instead of the City getting involved, why not allow the proposal by the South Pasadena Preservation Foundation continue with Caltrans on the side by side sales/escrows that was done previously for a home on Berkshire?
- **Oppose Recommendation #4:** Have CivicStone/City staff find funding and create financial model for the City to buy and rehabilitate the Caltrans properties:
 - This recommendation is premature and is very disconcerting. I am still waiting for the development of the former Caltrans lot, Berkshire Pocket Park, which continues to be a weedy lot to at least be weed wacked. It hasn't been done in months, despite my comments. I just don't see how the City can manage (or even oversee with a third party management firm) roughly 68 properties to acquire and to rehabilitate. That is a huge undertaking with major financial repercussions.

I strongly urge that the City look at this process in a strategic manner. The first being the side-by-side sales and open discussions with Caltrans tenants and their union. The costs for rehabbing at this time are truly astronomical and highly inflated due to COVID-19. Let's proceed with the easiest and efficient way first with the proposal from the South Pasadena Preservation Foundation.

Thank you.

Sincerely,

Delaine W. Shane

Regular Session City Council Meeting

E-mail Public Comment 07/21/2021

AGENDA ITEM # 19

PROVIDE DIRECTION TO STAFF ON THE INSTALLATION OF ALL-WAY STOP SIGNS AT THE INTERSECTIONS OF MERIDIAN AVENUE/ OAK STREET, MERIDIAN AVENUE/ PINE STREET AND MERIDIAN AVENUE/ MAPLE STREET; AUTHORIZE A CONTRACT AMENDMENT WITH ADHAMI ENGINEERING GROUP FOR THE PREPARATION OF ENGINEERING DESIGN, CONSTRUCTION DOCUMENTS, AND SPECIFICATIONS FOR RECTANGULAR RAPID FLASHING BEACONS AT MERIDIAN AVENUE AND OAK STREET IN AN AMOUNT NOT-TO-EXCEED \$9,010, FOR A TOTAL NOT-TO-EXCEED CONTRACT AMOUNT OF \$55,000

1. Smart Families
2. Wende Lee
3. Barbara Fiel
4. Susan Sulsky
5. Linda Esposito
6. Sean Teer
7. Jennifer Kelly
8. Mary Kathryn Campbell

From: [Susan Sulsky](#)
To: [City Council Public Comment](#)
Cc: [Diana Mahmud](#); [Michael Cacciotti](#); [Jon Primuth](#); [Jack Donovan](#); [Evelyn Zneimer](#); [Armine Chaparyan](#)
Subject: Public Comment: CITY COUNCIL - REGULAR MEETING WEDNESDAY, JULY 21, 2021 -- AGENDA ITEM #19
Date: Friday, July 16, 2021 8:33:38 AM

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


Agenda Item #19. Provide direction to staff on the installation of all-way stop signs at the intersections of Meridian Avenue/ Oak Street, Meridian Avenue/ Pine Street and Meridian Avenue/Maple Street; authorize a contract amendment with Adhami Engineering Group for the preparation of engineering design, construction documents, and specifications for rectangular rapid flashing beacons at Meridian Avenue and Oak Street in an amount not-to-exceed \$9,010, for a total not-to-exceed contract amount of \$55,000.

To Members of the City Council:

I stand in support of the installation of all way stop signs at the intersections noted in the above Agenda Item. It is critical to understand that these intersections represent crosswalks for children walking to Monterey Hills Elementary School, SPMS, Holy Family School, and SPHS, which has an entrance located between Monterey Road and Oak Street on Meridian Avenue. As a collector street with a school, Meridian should have the same safety measures as installed along Marengo Avenue between Monterey Road and Huntingon Drive to facilitate safe passage for the children accessing Marengo Elementary School, SPMS, and SPHS.

Our situation is even more dire, as Meridian Avenue has multiple multi-family dwellings, along with single family residences, which translates to more density of pedestrians, particularly children, trying to safely walk to their respective schools. As a 20+ year resident on Meridian Avenue who has repeatedly come before the City Council, countless Commissions, and employees of the City over a 20 year period, I implore you to act NOW to finally meet one of your core values of 'Responsiveness'.

**Thank you,
Susan Sulsky**



From: [D.W. Shane](#)
To: [City Council Public Comment](#); [City Clerk's Division](#)
Cc: [Diana Mahmud](#); [Michael Cacciotti](#); [Evelyn Zheimer](#); [Jack Donovan](#); [Jon Primuth](#); [Armine Chaparyan](#); [Tamara Binns](#); [Brian Solinsky](#); [Lawrence Abelson](#); [Kim Hughes](#); [Shahid Abbas](#); [WISPPA](#); ben@southpasadenan.com
Subject: South Pasadena City Council Regular Meeting (7/21/2021): Public Comment & Petition for Agenda Item No. 19
Date: Tuesday, July 20, 2021 10:32:21 PM
Attachments: [image001.png](#)
[City Council-July 21 2021-Agenda Item 19-Meridian Avenue Stop Signs Petition.pdf](#)
Importance: High

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

Dear City Clerk:

Enclosed is a letter and petition from SMART Families for Agenda Item No. 19 (Meridian Avenue/Traffic Measures).

Thank you.

Sincerely,

SMART Families



July 20, 2021

South Pasadena City Council
1414 Mission Street
South Pasadena, CA 91030

Subject: South Pasadena City Council Meeting on July 21st: Public Comments on Agenda Item 19 (Stop Signs at Meridian)

PETITION FOR STOP SIGNS AT MERIDIAN/OAK AND MERIDIAN/MAPLE

Dear Mayor Mahmud and City Council Members:

Save Meridian Avenue for Its Residents Together (**SMART**) Families have reviewed the staff report concerning City Council Agenda Item No. 19 (i.e., traffic controls on Meridian Avenue). Attached to this petition are 133 South Pasadena residents who either live directly on or are adjacent to Meridian, or have accessed Meridian as pedestrians, drivers, and/or bicyclists.

SMART Families urge you to approve the installation of three-way stop signs at the intersections of Meridian/Oak and Meridian/Maple.

Mr. Rock Miller's peer review provides the justification at Meridian/Oak:

"Based upon the unique intersection geometrics, the marked crosswalk, and the street usage further to the east, there is ample justification to conclude that all-way stops are appropriate for this location."

Meridian/Oak is designated as a Safe Route to School intersection. Additionally, in 2000, the City's Traffic Safety Advisory Committee recommended approval of all way stop signs at Meridian/Oak.

For Meridian/Maple, Mr. Miller states:

"The high turning volume, sight distance limitations of parked cars, and the marked crosswalk are suitable special justification to consider an all-way stop at the location."

SMART Families also note that neighbors (especially school-age children) who reside above Meridian on streets such as Bonita, Oneonta, and Summit routinely access the public stairway from Bonita leading down to Meridian, and then use the Meridian/Maple crosswalk.

We worry about our children's safety in crossing Meridian, while walking to or from either the high school or the middle school now that hybrid learning will begin in mid-August.

Please approve the installation of three-way stop signs for the safety of our residents who walk, bicycle, and drive on Meridian at the intersections of Oak and Maple.

Thank you.

Sincerely,



SMART Families

PETITION FOR STOP SIGNS AT MERIDIAN/OAK & MERIDIAN/MAPLE

This petition is presented to the South Pasadena City Council on behalf of the following 133 residents who support all way stops at Meridian/Oak and Meridian/Maple:

Delaine W. Shane	Claire Gibbs	Zachary Lee
Russell Shane	Taila Marin	Derrick Lee
Sara Shane	Rolando Marin	Kristen Swift
Susan Sulsky	Alfred Meza	Mark Swift
Jason Wallace	Tani Meza	Josh Shepard
Wendy Kim	Aislinn Meza	Lisa Zahra
Sally Takada-Teer	Ron Rosen	Glen Duncan
Sean Teer	Suzy Campeau	Eduardo Herrera
Evan Takeda-Teer	Greg Campeau	Ava Herrera
Noah Takeda-Teer	Sam Burgess	Lorenzo Herrera
Denise Philley	Kit Bellamy	Demarco Herrera
Paul Wood	Nancy Michler	Desiree Berreras
Linus Wood	Michelle Hammond	Jim Dowd
Wende Lee	John Vandercook	Sheila Rossi
Robert Lee	Peggy O’Leary	Linda Esposito
Jon Healey	Karen Donaldson	Billy Reed
Margot Healey	Vaishalee Mehta	Elizabeth Friedman
Kim Carlson	Stephanie Stern	Emily Beaghan
Brock Carlson	Johan Garcia	James Beaghan
Owen Carlson	Aidan Garcia	Georgia Beaghan
Peyton Carlson	Fayven Lee	Joanne Nuckols
Ryder Carlson	Andy Lee	Tom Nuckols

PETITION FOR STOP SIGNS AT MERIDIAN/OAK & MERIDIAN/MAPLE -- continued

Caleb Smith	Justin Ehrlich	Ken Wu
Betsy Smith	Banjong Muninnopmas	Nick Scarpa
Richard Petty	Esther Huang	Lisa Shetler
Lisa Petty	Margie Menza	Kelly Higgins-Paulsen
Jonathan Eisenberg	Jeff Mullican	Kirsten Jones
Linda Nguyen	Florence Chun	Jeffrey Olney
Elizabeth Bagasao	Amber Haley	Dawn Tull
Kris Curry	Patrick Haley	Barbara Sutton
Rich Fox	Katrina Lowstuter	Bonnie Kingry
Dusty Fox	Nathan Lowstuter	Lauren Child
Nanci Batelaan	Jerilyn Schmidt	Krista Cocke
William Gibson	Gregory Chun	Roman Ogawa
Jeff Tran	Beatrice Chun	Oliver Wang
Shelley Stephens	Jacob Chun	Taleen Mitchell
Bitra Pirzadeh	Harrison Chun	Annat dror Sanchez
Shang Hur	Joanne Heyler	Jerilyn Schmidt
Mary Kathryn Campbell	Madeleine Horton	Helga Kuhn
Eve Rubell	Melissa Lien	Francoise McCullough
Jose Bergero	Erin Chase	Pat Rodriguez-Holguin
Gabriel Bergero	Ann Gillespie	
Lauren Black	Shannon Kumagai	
Scott Kuhn	Deborah Malafrente	
Alan Ehrlich	Al Malafrente	
Stephanie Ehrlich	Ken Rivers	

From: [barbara field](#)
To: [City Council Public Comment](#)
Subject: Stop Signs on Meridian, Agenda Item 19
Date: Wednesday, July 21, 2021 10:14:01 AM

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

Dear City Council,

I have lived in the house at 2057 Meridian since 2004. I drive on Meridian and cross Meridian on foot nearly daily. I've been at the scene of accidents and dead animals on Meridian over the years. The traffic on Meridian is extremely heavy. This curving street, with residences and the high school, is the only street that runs between Monterey Road and Huntington without several stop signs and/or signals. This used to be local knowledge, but with Wayz and Maps apps, everybody is directed to drive on Meridian.

The traffic consistently speeds, despite the signs and poor visibility. I make a point of driving 25 mph, and approximately 1 in 10 times, an irate driver unsafely crosses the center line and passes me. I cannot rely on drivers to stop at the crosswalks, even with the lights and signs. I never start to cross until there are no cars coming or the rare car has stopped to wait for me. I stand at the crosswalks with my leashed dog while numerous cars speed by. I have personally raised the request for at least one stop sign or signal over the years to City Council members, candidates, and the City Manager's office. A relative suggested that I could make my point by pushing an empty baby stroller into the crosswalk, and filming as the stroller is hit. I don't think we should wait until a human is hit in the crosswalk, as happened before the stop sign was placed at Monterey and Milan.

I urge you to approve stop signs at the crosswalks on Meridian Avenue south of Monterey.

Many thanks,

Barbara Field

Is it true? Is it kind? Is it necessary? Does it improve on the silence?

From: [Wende Lee](#)
To: [City Council Public Comment](#); [City Clerk's Division](#); [Jon Primuth](#); [Lawrence Abelson](#); [Tamara Binns](#); [Diana Mahmud](#); [Brian Solinsky](#); [Jack Donovan](#); [Evelyn Zneimer](#); [Shahid Abbas](#)
Subject: STOP. Please!!
Date: Wednesday, July 21, 2021 7:42:52 AM

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Dear City Clerk -
Understanding item #19 will be discussed, and perhaps a vote will be taken about the Meridian and Oak stop sign. Please. Please vote for a stop sign!!
I've seen enough close calls, dead animals, and accidents at this intersection we need to calm Meridian down!
I hope to be there tonight in hopes that you will see that the SMART Families will not stop until the city understands and will proactively calm our traffic down.

Wende Lee

[REDACTED]

[REDACTED]

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Watch us on YouTube!
<https://www.youtube.com/watch?v=4ND9whE0SEo>

From: [Sean Teer](#)
To: [City Council Public Comment](#); [Jack Donovan](#)
Cc: [Diana Mahmud](#); [Jon Primuth](#); [Evelyn Zneimer](#); [Armine Chaparyan](#); [Michael Cacciotti](#)
Subject: City Council Agenda Item No. 19 for July 21, 2021 City Council Regular Meeting: Public Comments on Traffic Control Measures for Certain Intersections along Meridian Avenue, South of Monterey Road
Date: Wednesday, July 21, 2021 8:36:44 AM

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

Dear City Council and Council Member Donovan,

I know you have received the SAMRT Families letter and petition with 133 names listed. I hope you will consider stop signs on Meridian Avenue.

Stop signs are what is needed to slow the speed of this corridor. Anything short of a stop sign is just a suggestion to drive slowly.

Thank you,

Sean Teer - Board District #2



From: [L Esposito](#)
To: [City Council Public Comment](#)
Subject: Council Meeting 7/21 Agenda Item No. 19
Date: Tuesday, July 20, 2021 9:26:56 PM

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

Dear City Council Members,

This correspondence is to support measures to increase safety on Meridian Avenue due to the multitude of drivers who speed and endanger the lives of residents and others (Agenda Item #19). Over the past 14 years, I have witnessed the aftermath of many accidents, and countless near misses on Meridian Avenue between Monterey Road and Kendall Avenue due to reckless driving.

Please install stop signs at the intersections of Meridian and Oak and Meridian and Maple. The volume of drivers heading west on Maple who blatantly ignore the stop sign and turn north onto Meridian is astounding. I doubt the area residents are the culprits, yet, we live in constant fear for our children, pets and property.

The time to act is now. There's no need to wait until someone is killed.

Sincerely,

—Linda Esposito

From: [Jennifer Kelly](#)
To: [City Council Public Comment](#)
Subject: Please put stop signs on Meridian at Oak and Maple
Date: Wednesday, July 21, 2021 11:55:20 AM

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

To Whom It May Concern,

Meridian Ave is a public safety hazard. My family, friends, and neighbors have all had close calls and witnessed accidents on Meridian Ave. Left turns with blind curves and excessive speed lead to accidents, and it's only a matter of time before a fatality occurs. In addition to the poorly paved street (why are neighborhoods like Marengo and Monterey hills perfectly paved and marked, with crosswalks and signs?) Meridian's design is dangerous.

Please install stop signs at Maple and at Oak on Meridian. Children walking to SPHS are endangered every day, along with cars and other pedestrians. In addition to the danger, the Council has been approached for years on this issue by SMART and other families. Please recognize that this is a liability issue for the city and its taxpayers.

Thank you in advance.

Jennifer Kelly



From: [mk campbell](#)
To: [City Council Public Comment](#)
Subject: pls install stop signs on Meridian at Oak and Maple
Date: Wednesday, July 21, 2021 11:52:53 AM

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

Meridian Ave is a public safety hazard. My family, friends, and neighbors have all had close calls and witnessed accidents on Meridian Ave. Left turns with blind curves and excessive speed lead to accidents, and it's only a matter of time before a fatality occurs. In addition to the poorly paved street (why are neighborhoods like Marengo and Monterey hills perfectly paved and marked, with crosswalks and signs?) Meridian's design is dangerous.

Please install stop signs at Maple and at Oak on Meridian. Children walking to SPHS are endangered every day, along with cars and other pedestrians. In addition to the danger, the Council has been approached for years on this issue by SMART and other families. Please recognize that this is a liability issue for the city and its taxpayers.

Thank you in advance for your prompt attention to this matter.

Mary Kathryn Campbell

