



Additional Documents List Regular City Council Meeting October 6, 2021

Item No.	Agenda Item Description	Distributor	Document
9	Presentation of City Council Meeting Minutes	Christina Muñoz, Acting Deputy City Clerk	Memo provides revision to minutes.
11	Policies and Procedures Update	Ken Louie, Interim Finance Director	Memo provides revision to Scope of Work. Memo provides update to the agreement.
12	Authorize the City Manager to Execute a Professional Services Agreement With MIG for Contract Planning Services	Angelica Frausto-Lupo, Community Development Director Margaret Lin, Manager of Long Range Planning and Economic Development	Memo provides corrections to the agreement.
14	Renaming of the Planning and Community Development Department to the Community Development Department and Adoption of Resolution Approving a Classification and Salary Range for Deputy Community Development Director and Changing the Title of the Planning and Community Development Director position to Community Development Director	Tara Schultz, Interim Human Resources and Risk Manager	Memo provides a correction to the Agenda Item Resolution.
15	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, and Authorizing Remote Teleconference Meetings of the Legislative Bodies of the City	Lucy Demirjian, Assistant to the City Manager	Attached is an additional document which provides an update to the Resolution.
2	Public Comment Nos. 2 , 15, 16	Christina Muñoz, Acting Deputy City Clerk	Emailed Public Comment



City of South Pasadena Management Services

Memo

Date: October 6, 2021

To: The Honorable City Council

Via: Arminé Chaparyan, City Manager

From: Christina Muñoz, Acting Deputy City Clerk

Re: October 6, 2021, City Council Meeting Item No. 9 Additional Document – Presentation of City Council Meeting Minutes

Please see the attached redline update to Minutes from June 16, 2021, Agenda Pack page numbers 9-15, and 9-20.

On page 9- 15, the following changes were made:

Addressing the Council via Zoom live comment were:

- Sherry Plotkin: Expressed wanting to join the animal commission and concerns about wildlife in the city. Additionally, she made comments that the City Council needs to fill the animal commission vacancies.
- Lisa Henderson: Explained she is a resident and is employed by architecture firm in the City, expressed a concern that the planning department is underfunded and experiencing a high turnover that creates difficulty for projects to be completed.
- Mark Gallatin: Invited the community to a book signing event at the South Pasadena Museum.
- Sean Saraf: Expressed concern for communication disconnect between Mission Meridian Village and the City, also requested a meeting with new city manager.
- Fredrick & Kay Findley: Expressed concern for possibility of fire along the 110 freeway and the hillsides, and the dangerous implications to the homes nearby. Request signs to be posted in the parks for no barbeque during dry weather. Additional, signage for reminder fireworks are illegal in South Pasadena and in parks and to keep the soccer field lights on over 4th of July weekend.

- Myron Quan: Expressed similar concern as Lisa Henderson and concurs with her comments. Request the City should develop a plan on how to assist the planning department.

On page 9- 20, the following changes were made:

~~Addressing the City Council via Zoom audio was Sally Kilby.~~

Addressing the Council via Zoom live comment were:

Sally Kilby: Expressed concern the Library Department is underfunded, they provide integral and important services for the City. The City needs to continue to fund and recognize the hard work Library staff has done. Additionally, to continue to advance and modernize our Library.



City of South Pasadena Finance Department

Memo

Date: October 5, 2021

To: The Honorable City Council

Via: Arminé Chaparyan, City Manager

From: Ken Louie, Interim Finance Director

Re: October 6, 2021, City Council Meeting Item No. 11 - Policies and Procedures Update

Attached is an additional document which provides an update to the Management Partners Scope of Work on page 11-29 of the agenda packet.

- Activity 3 – Develop Manual and Present Results
 - Prepare an outline of the manual
 - Review the draft manual with the city and make revisions based on staff feedback
 - Features of the draft manual:
 - Describe appropriate procedures for recording ~~significant~~ all transactions in finance and accounting systems
 - Define and set procedures for management oversight
 - Establish key internal controls
 - Ensure accounting and reporting requirements established by generally accepted accounting principles are followed
 - Meet the necessary requirements of the Federal Single Audit Act of 1984, US GAO Government Auditing Standards (“Yellow Book”) and
 - Components of the draft manual:
 - Descriptions of functions each position performs
 - Specific duties and responsibilities (desk procedures)
 - Minimum required qualifications or standards
 - Council and management approved policies relating to specific transactions
 - Procedures for processing specific financial activities, and
 - Appropriate monitoring and review controls
 - Identify recommended additions, deletions, or modification of existing relevant municipal code revisions
 - Finalize the manual
 - Present the manual at up to two public meetings



October 5, 2021

Ms. Armine Chaparyan
City Manager
City of South Pasadena
1414 Mission Street
South Pasadena, CA 91030

Dear Ms. Chaparyan:

Based on our meeting with Interim Assistant City Manager Elaine Aguilar and Interim Finance Director Ken Louie on September 8, Management Partners is pleased to provide this revised proposal to the City of South Pasadena to develop comprehensive Finance Department Policies and Procedures. We understand that the City currently lacks an official accounting policies and procedures manual that would provide the framework for internal cash management and controls for the City. Without such a manual, the City might not be able to meet the documentation requirements of the Federal Single Audit Act of 1984 needed to support the City's use of American Rescue Plan Act (ARPA) funds.

Management Partners will develop a comprehensive accounting policies and procedures manual that establishes guidelines for seven business cycles identified by the City. The accounting manual will include personnel roles and responsibilities, describe appropriate procedures for recording significant transactions in finance and accounting systems, define and set procedures for management oversight and review, establish key internal controls, and help ensure accounting and reporting requirements established by generally accepted accounting principles (GAAP) are followed.

The manual will include the following elements, among others that may be identified as we carry out our work:

- Descriptions of functions each position performs,
- Specific duties and responsibilities (desk procedures),
- Minimum required qualifications or standards,
- Council and management approved policies relating to specific transactions,
- Procedures for processing specific financial activities, and
- Appropriate monitoring and review controls.

We propose to collect information about existing procedures, interview each Finance Department staff member, gather examples of accounting manuals from other cities, and prepare a comprehensive manual. It is important to us that we develop a manual tailored to your needs with employee input. Before we describe our project plan, we would like to share some brief information about our firm.

About Management Partners

Management Partners was founded in 1994 with a specific mission to help local government leaders improve their service to the public. Since then, we have worked with cities, counties, towns, and special districts of all sizes across the United States to help them work more effectively and run more efficiently. We offer a balance of perspectives with a practitioner's bias and a proven track record of successful consulting engagements. This experience gives us a sensitivity that produces positive outcomes. We are proud to say that as a result of our quality work, many of our clients ask us to complete subsequent assignments.

- *We Know Local Government.* Our associates have served in local governments, so we have a deep understanding of the operating and political environments in which you work.
- *We Take a Collaborative Approach.* We consider ourselves part of your team and strive to ensure our work supports your overall corporate strategy and goals.
- *We Have Extensive Experience.* Each of our more than 100 associates is an expert in one or more service areas, and our firm has assisted hundreds of jurisdictions in 44 states.
- *We Have Developed Proven Methodologies.* We understand the importance of a holistic approach to improving organizations, using field-tested methods for each aspect of the work.
- *Our Work Plan is Tailored to Your Needs.* Each of our projects is individually tailored to our client's unique needs, starting with a careful learning process.
- *We Take Pride in the Quality of Our Work.* Our internal processes ensure first-rate, complete staff work and adherence to the highest of ethical standards in public service.
- *We Are Focused on Implementation.* As practitioners, our recommendations make practical sense and are able to be implemented.
- *We Provide a Full Suite of Services.* Management Partners' services include everything required to support local government leaders, including organization assessments, performance management, process improvement, strategic planning, and financial planning, budgeting and analysis.

Plan of Work

Based on our experience, we have prepared a plan of work to develop a comprehensive accounting manual to meet GAAP and the requirements of the Federal Single Audit Act. All work will be conducted remotely. (A detailed scope of work is included as Attachment A to this proposal.)

Activity 1 – Start Project

Management Partners will begin the project by meeting with you, your assigned project coordinator, and other appropriate staff. The project start-up activity forms the foundation of the relationship between Management Partners' team and your staff. During this initial meeting, we will confirm project deliverables and due dates to ensure the project is completed on time and on budget and that our proposed scope of work is aligned precisely to meet your goals.

We will have provided a data request prior to this meeting and will review the material collected by staff to identify any other data needs. We understand that the work associated with this review is in addition to the normal work of the organization. Our goal is to integrate our activities in a manner that is thoughtful and minimizes disruption to the department.



Activity 2 – Gather Information

We will gather information by reviewing and documenting existing processes to the extent possible, conducting individual interviews with staff, and gathering examples from other cities' accounting manuals. Each is described below.

- **Review background materials and document current processes.** We will review the material requested in Activity 1 to begin to document the current processes for the Finance Department. This review will cover any authorizing policies and written procedures that exist (including informal procedures) for seven business cycles chosen by the City. Based on our initial understanding of the City's operations, we would suggest the following business cycles:
 - Capital Improvements/Fixed Assets,
 - Purchasing and Accounts Payable,
 - Utility Billing,
 - General ledger maintenance (month-end/year-end close and bank reconciliations),
 - Account Receivable/Cash Receipts,
 - Treasury/Cash Management, and
 - Payroll¹

- **Conduct Interviews.** We will interview up to seven staff members whose input is needed to create the manual. Interviews will cover the following items:
 - List of functions performed,
 - Description of major tasks for each of the functions (including frequency and/or scheduling),
 - References to and copies of authorizing policies and/or written procedures that currently exist (including informal procedures) for the functions performed,
 - Notation on missing or incomplete policies and procedures that should be developed related to the functions performed,
 - Suggestions for technology or other changes that would aid in the efficiency of the function performed, and
 - Other information that would be useful in developing the accounting manual.

We understand that some staff may have responsibilities for multiple functions. We are estimating each interview will take about two hours. This should allow us to hear about their work and what is needed to be prepared, as well as what is already available that can be easily incorporated into the manual.

At the conclusion of the interviews, we will compile the results and analyze them to identify themes, consistencies, and material to be used in the manual development.

- **Collect Sample Manuals.** We will obtain copies of accounting manuals from peer cities for comparison and to inform the development of the manual. While every city is unique and we will seek to understand what distinguishes South Pasadena's practices from others, the use of GAAP by other cities is likely to create an opportunity to learn from their manuals. We will

¹ We understand that the City is converting payroll systems from an outsourced solution to an in-house payroll system effective January 1, 2022. Documenting this business cycle will be scheduled after the new system is live and the procedures are in place.



conduct additional research as appropriate into best practices used by municipal departments to supplement our work.

At the conclusion of this activity, we will compile the results to identify themes, document current processes to the best extent possible, and identify opportunities for improvement.

Activity 3 – Develop Manual and Present Results

Next, we will prepare an outline of the manual. We will meet with you and others you designate to review the outline to ensure we have captured all the procedures and policies you wish to have included. We will then prepare a draft manual.

We will review the draft manual with you and finalize it based on your feedback. The final policies and procedures manual will conform with GAAP, meet the necessary requirements of the Federal Single Audit Act of 1984 with amendments in 1996, which includes the necessary documentation of internal controls as set forth in the US Government Accountability Office (GAO) Government Auditing Standards (“Yellow Book”) and the GAO Standards for Internal Control in the Federal Government (“Green Book”).

Once the manual is finalized, we will attend up to two public meetings of the City’s governing bodies (e.g., Finance Commission, City Council) to present the new manual.

Our Experience and Qualifications

The following list shows jurisdictions that we have assisted in the recent past with process improvement projects. We are also currently assisting 11 jurisdictions in California, Florida, and Oregon with process improvement engagements. In addition to the references below, our website, managementpartners.com, has information about our past clients, which includes hundreds of jurisdictions in 44 states, and you are welcome to contact any of them about our performance.

- Beverly Hills, California
- Blue Ash, Ohio
- Boynton Beach, Florida
- Chatham County, Georgia
- Cincinnati, Ohio
- Contra Costa Water District, California
- Dallas County, Texas
- DeKalb County, Georgia
- Dublin, California
- Fremont, California
- Gilroy, California
- Lake Forest, California
- Largo, Florida
- Long Beach, California
- Miami, Florida
- Monroe, Ohio
- Oakland Park, Florida
- Pasadena, California
- Pleasant Hill, California
- Port Hueneme, California
- Sacramento, California
- San Jose Public Library, California
- San Jose, California
- Santa Clara, California
- Santa Clarita, California
- Santa Rosa, California
- Sedgwick County, Kansas
- Solid Waste Authority of Central Ohio
- Stockton, California

Our Team

We have a strong project team that is well qualified to complete this work for South Pasadena. Steve Toler will serve as project director and will oversee the substantive work of the project. Rick Haydon will serve as project manager and will be responsible for execution of the project. They will be supported by Pete Gonda and Michelle New. Brief qualifications for each team member are provided below.



Steve Toler, Partner

- Experienced in **budgeting and revenue forecasting**, financial management and reporting, accounting, purchasing, information technology management, water and wastewater rate modeling, regional shared services planning, organizational development and training, labor relations and negotiations, business continuity planning, risk management, economic development and redevelopment, tax ballot measures, and **public engagement**.
- Joined Management Partners after spending **nearly 20 years in local government public service** working for the cities of Cupertino, Foster City and Millbrae, California.
- Served in management positions ranging from **assistant city manager** to information technology manager.
- Serves clients across the Pacific Northwest and West Coast, including recent engagements for the cities of Belmont, East Palo Alto, El Cerrito, Scotts Valley, Tracy, and Union City in California, as well as Mercer Island, Newcastle and Kenmore in King County, Washington.



Rick Haydon, Special Advisor

- Has more than 30 years of municipal government experience, with an expertise in strategic planning, goal setting, organizational and policy analysis, project management, long-range forecasting, and budgeting.
- Served as City Manager for the California Central Coast cities of Santa Maria and Solvang.
- Worked for five cities, a county and a joint powers authority over the course of his career.
- In Santa Maria, oversaw a full-service city of more than 100,000 residents, a workforce of over 700 employees and an annual operating budget of \$163 million; responsible for the day-to-day operations of the City and coordinated the budget process.
- Responsible for Santa Maria's 21 consecutive California Municipal Finance Officer's (CSMFO) Excellence in Budgeting Awards and 10 consecutive biennial Government Finance Officers Association (GFOA) Distinguished Budget Presentation Awards.
- Prior to joining Management Partners, operated his own management consulting firm that specialized in goal setting workshops for city councils, strategic planning, and organizational analysis.



Pete Gonda, Senior Manager

- More than 20 years of experience in municipal government, with an emphasis on **analytics, budgeting, procurement management, contracts and performance measurement**.
- Served as purchasing officer for the City of Sunnyvale, California for nine years, where he **managed an award-winning centralized purchasing division** with \$42 million in annual operational spending. Bid and awarded \$80 million in capital projects under a federally funded local economic stimulus program at a 30% savings and implemented continuous process improvements for a variety of services.
- Served as a senior management analyst in Sunnyvale's Finance Department, where his responsibilities included **intergovernmental relations, policy analysis and revenue/expense management**, including cost of service studies and related activities.



- Also worked in Sunnyvale's Department of Public Safety, the City of San Jose's Office of Economic Development, and the City of Saratoga's City Manager's Office.
- Recent clients include the California cities of Palo Alto, Sunnyvale, Alameda, Beverly Hills, Hillsborough, Campbell, Scotts Valley, Marina, San Jose, Sacramento, South San Francisco, Milpitas, Walnut Creek, Santa Rosa, Gilroy, Newark, San Leandro, Fullerton, Costa Mesa, Modesto and Monte Sereno; Pinellas County, FL; Gainesville, FL; Yakima, WA; Contra Costa Water District; and the Dublin San Ramon Water District

Michelle New, Senior Management Analyst

- Joined Management Partners in 2021 after 15 years with the City of Santa Maria where she worked first as a management analyst in the City Manager's Office and then as the human resources manager, responsible for oversight of all aspects of the human resources function.
- During her tenure, Michelle developed an award-winning succession planning program, streamlined multiple paper processes, actively participated in employee negotiations, coordinated the city's performance, disciplinary and investigative issues and was involved in the citywide budget.
- She also participated in the coordination of the city's COVID-19 response as one of two contact tracers.
- Michelle graduated from Cal Poly, San Luis Obispo with a bachelor's degree in political science and from California State University with a master's degree in public administration, San Luis Obispo with a bachelor's degree in political science and from California State University with a master's degree in public administration.
- She served as a Central Coast regional co-chair of the Municipal Management Association of Southern California (MMASC) and is the founding member of the region's annual Women in Leadership event.
- Since joining Management Partners has prepared **personnel handbooks**, conducted **recruitments**, assisted with **strategic planning** projects, completed detailed **analysis**, gathered and analyzed information for **organization assessments**, and assisted with a variety **complex projects**.



Hours, Cost and Timeline

Management Partners anticipates devoting 280 hours of our staff time to complete the plan of work described above. The total cost of this project is a fixed-fee amount of \$43,900, which includes all fees and expenses. We anticipate that all of our work and meetings will be conducted remotely using video conference technology. If City leaders wish us to be onsite for any meetings, any travel and related costs will be billed separately as incurred.

The proposed timeline for this project assumes that the City issues a professional services agreement that is executed on or about October 15, 2021. We anticipate launching the project the week of October 18 and providing the draft manual for City review in late-January 2022, with a final manual completed by February 28, 2022. A detailed timeline is provided as Attachment B to this proposal.



The table below summarizes the hours, costs, and projected timeline for each activity.

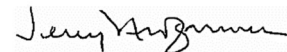
Activity	Hours	Cost	Timeline
1 – Start project	18	\$ 3,300	October 2021
2 – Gather information	124	19,000	November 2021 to Mid-January 2022
3 – Develop manual and present results	138	21,300	Mid-November 2021 to February 2022
TOTALS	280	\$43,900	

The table below indicates the hourly rates that the City would be charged for any additional work that might be required beyond the scope of our proposed workplan. Subject to mutual agreement, the contract would be amended and additional work would be charged at the following rates.

Position	Hourly Rate
Senior Vice President	\$ 280
Vice President	240
Partner	220
Special Advisor	210
Senior Manager	190
Peer Review	140
Senior Management Advisor/Analyst	130
Management Analyst	90

The ultimate test of a quality project is that the client is pleased with the results, and we are committed to achieving that goal. Please contact Steve Toler at SToler@managementpartners.com or at (650) 918-7017 if we can provide any additional information.

Sincerely,



Jerry Newfarmer
President and CEO

Accepted for the City of South Pasadena by:

Name: _____

Title: _____

Date: _____



Attachment A – Detailed Scope of Work

Outcome: An official Finance and accounting policies and procedures manual for internal controls that meets GAAP and Federal Single Audit Act of 1984 with amendments in 1996, which includes the necessary documentation of internal controls as set forth in the US Governmental Accountability office (GAO) Government Auditing Standards (“Yellow Book”) and the GAO Standards for Internal Control in the Federal Government (“Green Book”)

The Seven Business Cycles identified by the City:

1. Capital Improvements/ Fixed Assets;
2. Purchasing and Accounts Payable;
3. Utility Billing;
4. General Ledger Maintenance : month end close, yearend close, including bank recs;
5. Accounts receivable/Cash receipts;
6. Treasury/Cash management; and
7. Payroll.

Detailed scope of work

- **Activity 1 – Start Project** (Outcome: start project with clear understanding of objectives and expected outcomes)
 - Project launch meeting with assigned project coordinator and other appropriate staff
 - Confirm project deliverables and due dates
- **Activity 2 – Gather Information** (Outcome: Understand and document existing processes)
 - Identify personnel roles and responsibilities
 - Conduct interviews with up to seven City staff members
 - List of functions performed
 - Description of major tasks for each of the functions
 - References to and copies of authorizing policies and or written procedures that currently exist
 - Notation on missing or incomplete policies and procedures that should be developed related to the functions performed
 - Suggestions for technology or other changes that would aid in the efficiency of the function performed
 - Other information that would be useful in developing the accounting manual
 - Compile the results and analyze them to identify themes, consistencies and material to be used in the manual development
 - Obtain examples of accounting manuals from other cities
 - Conduct additional research as appropriate into best practices used by municipal departments to supplement the consultant’s work.
 - Compile the results to identify themes, document current processes to the best extent possible, and identify opportunities for improvement.
- **Activity 3 – Develop Manual and Present Results**
 - Prepare an outline of the manual
 - Review the draft manual with the city and make revisions based on staff feedback
 - Features of the draft manual:



- Describe appropriate procedures for recording all transactions in finance and accounting systems
- Define and set procedures for management oversight
- Establish key internal controls
- Ensure accounting and reporting requirements established by generally accepted accounting principles are followed
- Meet the necessary requirements of the Federal Single Audit Act of 1984, US GAO Government Auditing Standards (“Yellow Book”) and
- Components of the draft manual:
 - Descriptions of functions each position performs
 - Specific duties and responsibilities (desk procedures)
 - Minimum required qualifications or standards
 - Council and management approved policies relating to specific transactions
 - Procedures for processing specific financial activities, and
 - Appropriate monitoring and review controls
- Identify recommended additions, deletions, or modification of existing relevant municipal code revisions
- Finalize the manual
- Present the manual at up to two public meetings



Attachment B – Detailed Project Timeline

Project Schedule																					
Finance Policies and Procedures Manual City of South Pasadena		Start	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20
Activity 1: Start Project		10/18	10/25	11/1	11/8	11/15	11/22	11/29	12/6	12/13	12/20	12/27	1/3	1/10	1/17	1/24	1/31	2/7	2/14	2/21	2/28
1.1	Prepare launch agenda, workplan, document request																				
1.2	Conduct launch meeting																				
1.3	Request background material																				
1.4	Finalize work plan and schedule																				
Activity 2: Gather Information		10/18	10/25	11/1	11/8	11/15	11/22	11/29	12/6	12/13	12/20	12/27	1/3	1/10	1/17	1/24	1/31	2/7	2/14	2/21	2/28
2.1	Review background materials and document current processes																				
2.2	Conduct interviews - 7 interviews @ 2hrs each																				
2.3	Collect sample manuals																				
2.4	Review and Analyze manuals																				
2.5	Summarize Results																				
Activity 3: Develop Manual		10/18	10/25	11/1	11/8	11/15	11/22	11/29	12/6	12/13	12/20	12/27	1/3	1/10	1/17	1/24	1/31	2/7	2/14	2/21	2/28
3.1	Prepare outline of new manual																				
3.2	Review outline with city officials																				
3.3	Develop draft manual - prepare procedures																				
3.4	Review with City officials																				
3.5	Finalize manual																				
3.6	Present manual at up to 2 public meetings																				

Key:
 Blue = Schedule; Red = Meeting dates; Grey = Holiday





Memo

Date: October 6, 2021

To: The Honorable City Council

Via: Arminé Chaparyan, City Manager

From: Ken Louie, Interim Finance Director

Re: October 6, 2021, City Council Meeting Item No. 11 - Policies and Procedures Update - Additional Document #2

Attached is an additional document which provides an update to Identification of the Management Partners name on page 11-13 of the agenda packet, and the insurance limits on agenda page 11-20.

1. IDENTIFICATION

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

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

- Professional Liability Insurance: \$1,200,000 per occurrence, \$1,200,000 aggregate
- General Liability:
 - General Aggregate: \$1,200,000
 - Products Comp/Op Aggregate: \$1,200,000
 - Personal & Advertising Injury: \$1,200,000
 - Each Occurrence: \$1,200,000
 - Fire Damage (any one fire): \$ 100,000
 - Medical Expense (any 1 person): \$ 10,000
 - Workers' Compensation: N/A Due to Type of Service Provided
- Workers' Compensation and No Employees
 - EL Each Accident
 - EL Disease - Policy Limit
 - EL Disease - Each Employee
- Automobile Liability A.D. - 14
 - Any vehicle, combined single limit \$1,000,000



City of South Pasadena Community Development Department

Memo

Date: October 6, 2021

To: The Honorable City Council

Via: Arminé Chaparyan, City Manager

From: Angelica Frausto-Lupo, Community Development Director
Margaret Lin, Manager of Long Range Planning and Economic Development

Re: October 6, 2021 City Council Meeting Item No. 12 Additional Document –
Authorize the City Manager to Execute a Professional Services Agreement With
MIG for Contract Planning Services

Attached is an additional document which provides the following corrections:

- The legal name of the Consultant is “Moore Iacofano Goltsman, Inc.”; and
- The Agreement Administrator for the contract will be “Margaret Lin”

1. IDENTIFICATION

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

3. DEFINITIONS

- 3.1 “Scope of Services”: Such professional services as are set forth in Consultant’s September 3, 2021 proposal to City attached hereto as Exhibit A and incorporated herein by this reference.

3.2 “Agreement Administrator”: The Agreement Administrator for this project Planning Services is Margaret Lin, Manager of Long Range Planning and Economic Development. The Agreement Administrator shall be the principal point of contact at the City for this project. All services under this Agreement shall be performed at the request of the Agreement Administrator. The Agreement Administrator will establish the timetable for completion of services and any interim milestones. City reserves the right to change this designation upon written notice to Consultant

**PROFESSIONAL SERVICES AGREEMENT
FOR CONSULTANT SERVICES**

(City of South Pasadena / MIG, 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 **Moore Iacofano Goltsman, Inc.** (“MIG”), a corporation (“Consultant”).

2. RECITALS

- 2.1. City has determined that it requires the following professional services from a consultant: Planning services to assist with managing and processing planning applications.
- 2.2. Consultant represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals and employees. Consultant further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement.
- 2.3. Consultant represents that it has no known relationships with third parties, City Council members, or employees of City which would (1) present a conflict of interest with the rendering of services under this Agreement under Government Code Section 1090, the Political Reform Act (Government Code Section 81000 *et seq.*), or other applicable law, (2) prevent Consultant from performing the terms of this Agreement, or (3) present a significant opportunity for the disclosure of confidential information.

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

3. DEFINITIONS

- 3.1. “Scope of Services”: Such professional services as are set forth in Consultant’s September 3, 2021 proposal to City attached hereto as Exhibit A and incorporated herein by this reference.
- 3.2. “Agreement Administrator”: The Agreement Administrator for this project Planning Services is **Margaret Lin, Manager of Long Range Planning and Economic Development**. The Agreement Administrator shall be the principal point of contact at the City for this project. All services under this Agreement shall be performed at the request of the Agreement Administrator. The Agreement Administrator will establish the timetable for completion of services and any interim milestones. City reserves the right to change this designation upon written notice to Consultant

- 3.3. “Approved Fee Schedule”: Consultant’s compensation rates are set forth in the fee schedule attached hereto as Exhibit B and incorporated herein by this reference. This fee schedule shall remain in effect for the duration of this Agreement unless modified in writing by mutual agreement of the parties.
- 3.4. “Maximum Amount”: The highest total compensation and costs payable to Consultant by City under this Agreement. The Maximum Amount under this Agreement is Thirty-Five Thousand Dollars (\$35,000).
- 3.5. “Commencement Date”: October 11, 2021.
- 3.6. “Termination Date”: Once the Maximum Amount of this Agreement has been expended or January 10, 2021 whichever occurs earlier.

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. Russell Brady 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: [Plan Check Services]
 - Documentation of Best's rating acceptable to the City.
 - Original endorsements effecting coverage for all policies required by this Agreement.
 - City reserves the right to obtain a full certified copy of any Insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of the right to exercise later.

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

- Professional Liability Insurance: \$2,000,000 per occurrence,
\$2,000,000 aggregate
- General Liability:
 - General Aggregate: \$2,000,000
 - Products Comp/Op Aggregate \$2,000,000
 - 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
 - EL Each Accident
 - EL Disease - Policy Limit
 - EL Disease - Each Employee
- Automobile Liability
 - Any vehicle, combined single limit \$1,000,000

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

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

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

12.6. **Automobile Liability Insurance.** Covered vehicles shall include owned if any, non-owned, and hired automobiles and, trucks.

- 12.7. **Professional Liability Insurance or Errors & Omissions Coverage.** The deductible or self-insured retention may not exceed \$50,000. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work. Coverage shall be continued for two years after the completion of the work by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the work under this Agreement.
- 12.8. **Claims-Made Policies.** If any of the required policies provide coverage on a claims-made basis the Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work. Claims-Made Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase “extended reporting” coverage for a minimum of five (5) years after completion of contract work.
- 12.9. **Additional Insured Endorsements.** The City, its City Council, Commissions, officers, and employees of South Pasadena must be endorsed as an additional insured for each policy required herein, other than Professional Errors and Omissions and Worker’s Compensation, for liability arising out of ongoing and completed operations by or on behalf of the Consultant. Consultant’s insurance policies shall be primary as respects any claims related to or as the result of the Consultant’s work. Any insurance, pooled coverage or self-insurance maintained by the City, its elected or appointed officials, directors, officers, agents, employees, volunteers, or consultants shall be non-contributory. All endorsements shall be signed by a person authorized by the insurer to bind coverage on its behalf. General liability coverage can be provided using an endorsement to the Consultant’s insurance at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37.
- 12.10. **Failure to Maintain Coverage.** In the event any policy is canceled prior to the completion of the project and the Consultant does not furnish a new certificate of insurance prior to cancellation, City has the right, but not the duty, to obtain the required insurance and deduct the premium(s) from any amounts due the Consultant under this Agreement. Failure of the Consultant to maintain the insurance required by this Agreement, or to comply with any of the requirements of this section, shall constitute a material breach of this Agreement.
- 12.11. **Notices.** Contractor shall provide immediate written notice if (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; (3) or the deductible or self-insured retention is increased. Consultant shall provide no less than 30 days’ notice of any cancellation or material change to policies required by this Agreement. Consultant shall provide proof that cancelled or expired policies of insurance have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages. The name and address for Additional Insured

Endorsements, Certificates of Insurance and Notices of Cancellation is: City of South Pasadena, Attn: Margaret Lin, Interim Director of Planning and Community Development, South Pasadena, CA 95945.

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

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

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

13. MUTUAL COOPERATION

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

14. NOTICES

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

If to City

If to Consultant

Margaret Lin
Interim Director of Planning and
Community Development
City of South Pasadena
1414 Mission Street
South Pasadena, CA 91030
Telephone: (626) 403-7236
Facsimile: (626) 403-7241

Russell Brady
Director
MIG
1650 Spruce Street, Suite 106
Riverside, CA 92507
Telephone: (957) 797-9222

With courtesy copy to:

Andrew Jared, 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”
MIG

By: _____
Signature

By: _____
Signature

Printed: Arminé Chaparyan

Printed: _____

Title: City Manager

Title: _____

Date: _____

Date: _____

Attest:

By: _____
Christina Muñoz
Acting Deputy City Clerk

Date: _____

Approved as to form:

By: _____
Andrew Jared
City Attorney

Date: _____

Exhibit A
Scope of Work

MIG will provide a contract planner that is experienced in entitlement processing for planning and community development agencies in southern California.

MIG will provide a contract planner between the hours of 7:30am and 6:00pm for a minimum of 16 hours per week for a twelve-week period.

The planner will review entitlement applications, prepare staff reports, public presentations, conditions of approval, and findings of fact. The planner will also be responsible for project management, public assistance at the counter, conduct on-site inspections, attend commission meetings, and prepare analysis and documents to ensure compliance with CEQA. The planner will work with the applicants, their representatives, and other applicable departments/division to review and process the entitlement applications.

All work will be performed on-site at South Pasadena city hall unless a work-from home mandate is required during this time. While at City Hall, the contract planner will comply with all state, county, and city protocols to reduce the spread of COVID-19.

**Exhibit B
Fee Schedule**

Schedule Milestone	Deliverable Hours	Units	Cost Rate	Total Cost
12 weeks (16 hours per week)	Planning Services	208 hours	\$150/hour	\$31,200.00
TOTAL ESTIMATED COST				\$31,200.00



City of South Pasadena Finance Department

Memo

Date: October 5, 2021

To: The Honorable City Council

Via: Arminé Chaparyan, City Manager

From: Tara Schultz, Interim Human Resources and Risk Manager

Re: October 6, 2021, City Council Meeting Item No. 14 Additional Document – Renaming of the Planning and Community Development Department to the Community Development Department and Adoption of Resolution Approving a Classification and Salary Range for Deputy Community Development Director and Changing the Title of the Planning and Community Development Director position to Community Development Director

Attached is an additional document which provides a correction to the Agenda Item Resolution.

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA CHANGING THE NAME OF THE PLANNING AND COMMUNITY DEVELOPMENT DEPARTMENT TO COMMUNITY DEVELOPMENT DEPARTMENT, CHANGING THE TITLE OF THE PLANNING AND COMMUNITY DEVELOPMENT DIRECTOR TO COMMUNITY DEVELOPMENT DIRECTOR AND ESTABLISHING THE POSITION OF ~~ASSISTANT~~ **DEPUTY COMMUNITY DEVELOPMENT DIRECTOR, AND ADOPTING NEW JOB DESCRIPTIONS AND SALARY RANGES**

THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA DOES HEREBY RESOLVE:

WHEREAS, The City wishes to change the name of the Planning and Community Development Department to Community Development Department; and

WHEREAS, the City wishes to change the title of the Planning and Community Development Director to Community Development Director to coordinate with the proposed change of the name of the Department; and

WHEREAS, the creation of a new **Assistant Deputy** Community Development Director classification is intended to be implemented by the proposed Community Development Department; and

WHEREAS, these position is unrepresented management; and

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

SECTION 1. That the Planning and Community Development Department shall be renamed the Community Development Department.

SECTION 2. That the Planning and Community Development Director position shall be retitled Community Development Director.

SECTION 3. That the classification of **Assistant Deputy** Community Development Director is hereby established.

SECTION 4. That the job description of Community Development Director and **Assistant Deputy** Community Development Director, attached hereto as shown in Exhibit A, are hereby adopted.

SECTION 5. The Community Development Director and **Assistant Deputy** Community Development Director classifications are unrepresented management classifications.

SECTION 6. The base salary schedule for the positions of Community Development Director and ~~**Assistant Deputy**~~ Community Development Director as established are set forth in the attached Exhibit B.

SECTION 7. This Resolution shall take effect immediately upon its adoption.

PASSED, APPROVED AND ADOPTED ON this 6th day of October, 2021.



City of South Pasadena Management Services

Memo

Date: October 6, 2021

To: The Honorable City Council

Via: Arminé Chaparyan, City Manager

From: Lucy Demirjian, Assistant to the City Manager

Re: October 6, 2021, City Council Meeting Item No. 15 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, and Authorizing Remote Teleconference Meetings of the Legislative Bodies of the City

Attached is an additional document which provides an update to the Resolution.

**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 LOCA EMERGENCY DUE TO THE
OUTBREAK OF COVID-19, RATIFYING THE PROCLAMATION OF A STATE OF
EMERGENCY BY THE MARCH 4TH DECLARATION OF A STATE OF
EMERGENCY BY GOVERNOR NEWSOM, AND AUTHORIZING REMOTE
TELECONFERENCE MEETINGS OF THE LEGISLATIVE BODIES OF THE CITY OF
SOUTH PASADENA FOR THE PERIOD OF OCTOBER 6 THROUGH NOVEMBER 5,
PURSUANT TO BROWN ACT PROVISIONS**

WHEREAS, the City of South Pasadena is committed to preserving and nurturing public access and participation in the meetings of its legislative bodies; and

WHEREAS, all meetings of the City of South Pasadena’s legislative bodies are open and public, as required by the Ralph M. Brown Act (Cal. Gov. Code 54950 – 54963), so that any member of the public may attend, participate, and watch the City’s legislative bodies conduct their business; and

WHEREAS, the Brown Act, Government Code section 54953(e), makes provisions for remote teleconferencing participation in meetings by members of a legislative body, without compliance with the requirements of Government Code section 54953(b)(3), subject to the existence of certain conditions; and

WHEREAS, a required condition is that a state of emergency is declared by the Governor pursuant to Government Code section 8625, proclaiming the existence of conditions of disaster or of extreme peril to the safety of persons and property within the state caused by conditions as described in Government Code section 8558; and

WHEREAS, a proclamation is made when there is an actual incident, threat of disaster, or extreme peril to the safety of persons and property within the jurisdictions that are within the City’s boundaries, caused by natural, technological, or human-caused disasters; and

WHEREAS, it is further required that state or local officials have imposed or recommended measures to promote social distancing, or, the legislative body meeting in person would present imminent risks to the health and safety of attendees; and

WHEREAS, such conditions now exist in the City specifically, on March 4, 2020, Governor Gavin Newsom declared a state of emergency to exist in California as a result of COVID; 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 the South Pasadena City Council has renewed the declaration of local emergency on May 6, 2020 (Resolution No. 7648), on June 17, 2020 (Resolution No. 7657), on August 5, 2020 (Resolution No. 7669), on August 19, 2020- (Resolution No. 7678), on October 21, 2020 (Resolution No. 7685), on December 16, 2020, (Resolution No. 7690), on February 17, 2021 (Resolution No. 7703), on April 7, 2021 (Resolution No. 7713), June 2, 2021 (Resolution No. 7721), July 21, 2021 (Resolution No. 7726), and September 15, 2021 (Resolution No. 7732); 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 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 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 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 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, 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 requiring face masks to be worn by all persons, regardless of vaccination status; and~~

~~WHEREAS, on August 23, 2021, the Los Angeles County Public Health Officer issued a revised order, Responding Together At Work and In the Community, encouraging vaccination masking by all, regardless of vaccination status, in an effort to slow the increasing trends in and level of transmission of COVID-19 currently being seen in Los Angeles County; and~~

WHEREAS, On September 16, 2021, Governor Newsom signed AB 361, which allows cities to continue to meet remotely during proclaimed states of emergency under modified Brown Act requirements that are similar but not identical to the rules and procedures established by the Brown Act Orders; and

WHEREAS, ~~on as recently as~~ September 17, 2021, the Los Angeles County Public Health Officer issued a latest revised order, Responding Together At Work and In the Community, requiring operators of indoor bars and lounges to verify the COVID-19 vaccination status of their patrons and employees; and

WHEREAS, the City Council does hereby find that a state of emergency exists due to the COVID-19 pandemic and that the State of Emergency declared by the Governor as well as social distancing measures issued by county and state agencies and the airborne spread of COVID-19 make long meetings of the City's legislative bodies indoors impractical and poses an imminent risk to attendees, staff, and elected officials and will continue to cause, conditions of peril to the safety of persons within the District that are likely to be beyond the control of services, personnel, equipment, and facilities of the District, and desires to proclaim a local emergency and ratify the proclamation of state of emergency by the Governor of the State of California; and

WHEREAS, as a consequence of the State and local emergencies and the physical distancing requirements recommended by the State and local public health officers, the City Council does hereby find that the legislative bodies of the City of South Pasadena shall conduct their meetings without compliance with paragraph (3) of subdivision (b) of Government Code section 54953, as authorized by subdivision (e) of section 54953, and that such legislative bodies shall comply with the requirements to provide the public with access to the meetings as prescribed in paragraph (2) of subdivision (e) of section 54953; and

WHEREAS, the City will continue to ensure public access to meetings of its legislative bodies pursuant to the relevant sections of the Government Code as it has done throughout the Governor's declaration of a State of Emergency.

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

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

SECTION 2. Proclamation. ~~WHEREAS, the City Council does hereby find that a state of emergency exists due to the COVID-19 pandemic and that the State of Emergency declared by the Governor as well as social distancing measures issued by county and state agencies and the airborne spread of COVID-19 make long meetings of the City's legislative bodies indoors impractical and poses an imminent risk to attendees, staff, and elected officials and will continue to cause, conditions of~~ The City Council does hereby find:

A. That a state of emergency continues to exist within our community, and that the Los Angeles County Department of Public Health continues to impose and recommend measures to promote social distancing;

B. That as a consequence of the State and local emergencies and the physical distancing requirements recommended by the State and local public health officers, the City Council does hereby find that the legislative bodies of the City of South Pasadena may conduct their meetings without compliance with paragraph (3) of subdivision (b) of Government Code section 54953, as authorized by subdivision (e) of section 54953, and that such legislative bodies shall comply with the requirements to provide the public with access to the meetings as prescribed in paragraph (2) of subdivision (e) of section 54953; and

C. That the City will continue to ensure public access to meetings of its legislative bodies pursuant to the relevant sections of the Government Code as it has done throughout the Governor's declaration of a State of Emergency.

~~**SECTION 3. Ratification of Governor's Proclamation of a State of Emergency.** The City Council hereby ratifies the Governor of the State of California's Proclamation of State of Emergency, effective as of its issuance date of March 4, 2020.~~

SECTION 3. Remote Teleconference Meetings. The City Manager and legislative bodies of the City of South Pasadena are hereby authorized and directed to take all actions necessary to carry out the intent and purpose of this Resolution including, conducting open and public meetings in accordance with Government Code section 54953(e) and other applicable provisions of the Brown Act.

SECTION 4. Effective Date of Resolution. This Resolution shall take effect immediately upon its adoption and shall be effective until the earlier of November 5, or such time the City Council adopts a subsequent resolution in accordance with Government Code section 54953(e)(3) to extend the time during which the legislative bodies of the City of South Pasadena may continue to teleconference without compliance with paragraph (3) of subdivision (b) of section 54953.

PASSED, APPROVED AND ADOPTED on this 6th day of October 2021.

Diana Mahmud, Mayor

ATTEST:

APPROVED AS TO FORM:

Christina Munoz
Acting Deputy City Clerk

Andrew L. Jared, City Attorney

Regular Session City Council Meeting

E-mail Public Comment

AGENDA ITEM # 2

GENERAL PUBLIC COMMENT

From: [Care First South Pasadena](#)
To: [City Council Public Comment](#)
Cc: fahrenjames@gmail.com; [ARC South Pasadena](#); care-first-sp-admin@googlegroups.com
Subject: 09/15 City Council Meeting - Agenda Item 2, General Public Comment
Date: Wednesday, September 15, 2021 11:09:10 AM
Attachments: [2021-09-15 SPPD Audit Public Comment.pdf](#)

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,

Please find attached a public comment for tonight's city council meeting, Agenda Item 2, Public Comment - General. This comment is submitted on behalf of the Anti-Racism Committee of South Pasadena, Black Lives Matter South Pasadena, Care First South Pasadena, and 69 individuals.

Thanks,

Care First South Pasadena

September 15, 2021

Sent via email ccpubliccomment@southpasadenaca.gov

General Public Comment Re: Audit of South Pasadena Police Department

Dear Mayor and Councilmembers,

It is time to audit the South Pasadena Police Department to ensure it is operating in a way that aligns with the values of the City's electorate—free of all forms of bias, and focused on protecting the public safety of residents and visitors alike equitably and efficiently.

For over two decades, City leaders have failed to scrutinize SPPD's policies and practices. City leaders have allowed SPPD's budget to balloon in a way that demonstrably fails to align with our values. In this fiscal year, the City plans to spend over one-third of its General Funds (nearly \$10 million) on SPPD without question, at the expense of providing critical services and programs that could otherwise be supported by the City, such as environmental initiatives, affordable housing, and youth development.

SPPD's unchecked presence in our City is underscored by the events of summer and fall 2020 which brought to light disturbing evidence of racial bias among all ranks of officers. SPPD failed to undertake basic policing to protect peaceful Black Lives Matter demonstrators from assault; revealed racial bias in police reports; and accepted an invitation from a homophobic religious group to hold a "Prayer Breakfast" at City Hall.¹ At the Trump Rally in November, police openly displayed signs of support for those rallying for the former president, including honks of approval and flashing thumbs up, while refusing to come to the assistance of counter protesters reporting assaults by the Trump supporters.

As a result, members of the community filed 53 complaints with the city, and the city retained retired law enforcement officer Garon Wyatt to conduct an investigation. The city will not reveal the full content of Wyatt's investigations, or even the portions that reveal the methodology and standards he applied in arriving at his findings, citing Gov't Code Section 6254(c) and Penal Code Section 832.7 (limited to protecting certain officer personnel records). The high-level summaries of the investigator's findings identified critical deficiencies across all ranks in SPPD's compliance with procedures for identifying and investigating hate crimes, thorough and accurate report writing, and required use of body cameras. Wyatt's findings that all of the complaints about SPPD's biased policing were "not sustained" are highly questionable in light of the mountain of evidence to the contrary.

¹ See Complaint to the California Office of the Attorney General at Care First South Pasadena's website (www.carefirstsouthpasadena.com) for complete factual background.

The City would like to close the book on the community’s concerns about biased policing in South Pasadena by pointing to the confidential investigations, the Diversity, Equity and Inclusion training it authorized for city staff in February 2021, and a host of trainings on investigating hate crimes and related topics. But the City cannot fashion any meaningful solution moving forward without fully and publicly accounting for SPPD’s past failures.

A racial bias audit is timely, as many other cities are proactively working to root out extremists on their police forces in the aftermath of the January 6 insurrection.^{2,3} Membership in extremist organizations among law enforcement officers undermines their ability to police without prejudice.^{4,5}

For the reasons above, we ask the City to examine SPPD with two equally important and interrelated objectives in mind: 1) to determine the operational efficiencies and effectiveness of the department; and 2) to determine the extent that racial bias exists among individual officers and across the department, and whether SPPD has systems in place to identify and root them out on a continuing basis. The audit should be completed by a reputable auditor. There should be a stakeholder process in developing the scope of the audit. At minimum, the audit should examine and make public the information identified in Attachment A.

Thank you for your consideration of this critical objective.

Signed,⁶

Anti-Racism Committee of South Pasadena
Black Lives Matter South Pasadena
Care First South Pasadena

- | | | |
|----------------------|-----------------------|---------------------|
| 1. Afshin Ketabi | 5. Angel Gomez | 9. Brandon Yung |
| 2. Alexandra Ramirez | 6. Anna McCurdy | 10. Byron Sleugh |
| 3. Allie Schreiner | 7. Ayaka Nakaji | 11. Carla Obert |
| 4. Andrew Terhune | 8. Barbara Eisenstein | 12.Carolynn Ghiloni |

² Kimberly Kindy, Mark Berman and Kim Bellware, *The Washington Post*, January 24, 2021, “After Capitol riot, police chiefs work to root out officers with ties to extremist groups.” Online at https://www.washingtonpost.com/politics/police-capitol-riot-extremists/2021/01/24/16fdb2bc-5a7b-11eb-b8bd-ee36b1cd18bf_story.html

³ Kevin Rector and Richard Winton, *The Los Angeles Times*, February 17, 2021, “Law enforcement confronts an old threat: far-right extremism in the ranks. ‘Swift action must be taken.’” Online at <https://www.latimes.com/california/story/2021-02-17/lapd-other-police-agencies-struggle-with-where-to-draw-the-line-with-political-extremism-in-their-ranks>

⁴ Michael German. *Hidden in Plain Sight: Racism, White Supremacy, and Far-Right Militancy in Law Enforcement*. The Brennan Center for Justice, August 27, 2020. Online at <https://www.brennancenter.org/our-work/research-reports/hidden-plain-sight-racism-white-supremacy-and-far-right-militancy-law>

⁵ Rashad Robinson, *The Guardian*, August 21, 2019, “We can’t trust police to protect us from racist violence. They contribute to it.” Online at <https://www.theguardian.com/commentisfree/2019/aug/21/police-white-nationalists-racist-violence>

⁶ Signatures with date and time stamps are on file with Care First South Pasadena: carefirstsouthpas@gmail.com.

13. Caitlin Lainoff
14. Cassandra Terhune
15. Che Hurley
16. Chris Patterson
17. Christine B.
18. Cole Patterson
19. Colin Burgess
20. Danny Le
21. Danyelle Atkins
22. Dennis
 McCullough
23. Drew Tager
24. Elana Mann
25. Ella Hushagen
26. Fahren James
27. Frances jobs
28. Gayle Oswald
29. Gretchen Schulz
30. Helen Tran
31. harrums81@gmail.
 com

32. Isabel Barbera
33. Ivan E Cabrera
34. Janet N McIntyre
35. Jessica Whittet
36. John Oswald
37. John Srebalus
38. Jonathan Ghiloni
39. Jonathan Lee
40. Julia Moreno Perri
41. Julie Kim
42. Katie Neuhof
43. Kimiko Elizondo
44. Laboni Hoq
45. Liana Derus
46. Matthew Barbato
47. Megan Adams
48. Morgan BeVard
49. Nancy Hurley
50. Oliver Wang
51. Pablo Marrero

52. Page Phillips
53. Paige Fillion
54. Phoenix Bekkedal
55. Phung Huynh
56. Remaya M.
 Campbell
57. Richard Elbaum
58. Riko Enomoto
59. Rose McCullough
60. Ross McLain
61. Ry Patterson
62. Sandy Shannon
63. Sean Meyer
64. Shandor Garrison
65. Valorie Battle
 Haddock
66. Victoria Patterson
67. Will Hoadley-Brill
68. William Kelly
69. Willie Wu

Attachment A

The audit should examine and make public its findings on the following topics as part of the Operational Audit:

- A breakdown of major categories for calls made to the police department, e.g., how many are related to mental illness and welfare checks, unhoused people, shoplifting, violent crimes, etc.
- An analysis of the time and resources spent by SPPD in responding to these call categories, including the cost of responding to various categories with recommendations on how costs can be reduced, such as by establishing a mobile crisis response team.
- An analysis of staffing levels in relation to work load, including use of overtime.
- An overall management analysis looking for inefficiencies and how operations can be made more efficient and streamlined.
- An analysis of SPPD expenditures, including for contracts, equipment, vehicle operation and maintenance, etc.
- An analysis of adherence to SPPD policy by officers and other department staffers, with recommendations for any needed improvements.
- An analysis of SPPD's role in traffic safety, including recommendations on options that can reduce SPPD expenditures, such as investments in engineered traffic controls and infrastructure modifications that improve traffic safety 24/7/365 year in and year out.
- An analysis of SPPD involvement and expenditures related to code enforcement, with recommendations on how enforcement could be shifted to administrative staff.
- An analysis of how services to the unhoused could be improved and how unhoused people can be successfully housed.

The audit should examine and make public its findings on the following topics as part of the Racial Bias Audit:

- Officers' compliance with the South Pasadena Police Department Policy Manual ethics provisions, among others: the Code of Ethics as a Law Enforcement Officer; Section 1033.4 (Prohibited Speech, Expression and Conduct); and Section 1033.4.1 (Unauthorized Endorsements and Advertisements).
- Officers' social media posts and electronic communications with one another, including but not limited to email, text message, direct message via social media applications, and other electronic messaging systems, for indicia of extremist and/or prejudiced viewpoints, as well as any partisan activity or views that may have been discussed using such media during work hours or using city accounts and equipment.
- Arrests and stops executed by SPPD as a whole and by individual officers, broken out by arrestee's age, race/ethnicity, gender, city where arrestee resides, type of offense (e.g., felony, misdemeanor, other), charge, and each officer involved in the arrest, including

supervisors, Watch Commanders and department leadership to the extent they were involved in any way.⁷

- Incidents or potential crimes motivated by hate or other bias reported to SPPD.
- Stops (including traffic stops and other brief stops) executed by SPPD, broken out by age, race/ethnicity, gender, city where arrestee resides, basis for reasonable suspicion, and outcome of the stop, and each officer involved in the arrest, including supervisors, Watch Commanders and department leadership to the extent they were involved in any way.⁸
- Data related to community-initiated calls, taken from computer-aided dispatch records, that resulted in a response from SPPD from January 1, 2019 to present, and further broken down by call type, activities involved, response time, and SPPD unit involved.
- All complaints against and investigations into SPPD officers at every rank related to bias, prejudice, and/or profiling, and internal communications and reports related to compliance with the South Pasadena Police Department Policy Manual’s anti-bias provisions, including section 401 *et seq.*
- All training provided to SPPD officers at all levels, including and up to the Chief of Police, regarding their obligations to identify, investigate, report on, and supervise the handling of incidents and potential crimes motivated by hate or other bias, as required by Penal Code section 13519.6 and SPPD Policy Manual section 319.5. This review should include training regarding bias-based policing as well as any “refresher course” regarding “changing racial, identity and cultural trends,” as referenced by Penal Code section 13519.4, and SPPD Policy Manual section 401.7.
- The Department’s “periodic reviews” of potential bias-based policing which Supervisors are required to undertake and “document” pursuant to SPPD Policy Manual section 401.5.
- Data and reports that SPPD compiled for and/or submitted to the California Attorney General regarding potential incidents of bias-based policing pursuant to Penal Code sections 12525.5 and 13020, and SPPD Policy Manual section 401.8.

⁷ This information has been subject to several requests pursuant to the California Public Records Act (CPRA). In response to the South Pasadena Youth for Police Reform’s request for such data, the city directed the group to the California Department of Justice’s website. It is not possible to pull reports from the DOJ’s website that provide the data sought. The city produced arrest reports in response to Care First South Pasadena’s request. But the reports are missing arrestees’ ethnicity (coding all Hispanic and non-Hispanic people as “white”) and city of residence. Ethnicity and city of residence are reported in the Department’s crime reports. There is no doubt the city possesses the information sought.

⁸ This information has been subject to at least one request pursuant to the CPRA. The city represented to members of the community that it does not maintain any data related to stops, and it will not adopt a new system to track stop data until 2023, under a recent change in state law. While it may be that stop data is not maintained in any centralized way, we ask the city to work with the auditor to identify data sources related to stops that may be available, even if it is incomplete and imperfect.

From: [Elana Mann](#)
To: [City Council Public Comment](#)
Subject: A public comment for the city council meeting tonight
Date: Wednesday, October 6, 2021 10:53:56 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 Honorable Council Members,

I am a co-founder of the Anti-Racism Committee of South Pasadena. I started the organization to work towards making South Pasadena more equitable and just for all residents and visitors. To this end, I am requesting both a racial bias audit *and* operational audit of the South Pasadena Police Department.

Recently, the City Manager shared at the September Public Safety Commission meeting that a future audit of the Police Department would only explore SPPD's operations. This is unacceptable because this leaves the problems of racial bias within the police department unaddressed. We still do not have closure from the events of summer 2020, including why officers at every rank of the department failed to investigate hate incidents according to the department's own policy. Because of the incidents during the summer of 2020, community members lost trust in the Police Department and now we are losing trust in the City Council for not advocating for Anti-Racist policies on behalf of the citizens of South Pasadena.

Unlike South Pasadena, many police departments around the country are investigating themselves to root out officers with extremist views, following reports of many officers participating in the January 6 Capitol Riot. South Pasadena must follow suit.

ARC, Carefirst and Black Lives Matter started this conversation with the City as a community concerned for the safety and well-being of South Pasadena. We have been asking for transparency and open communication from the get go, and yet the city continues to act without community input. From the City Manager's report at the Public Safety Commission meeting, there was no mention that community members would help determine the scope of the audit. Before the City decides on the scope, there needs to be a meaningful community input process.

Respectfully,
Elana Mann

--

www.elanamann.com

From: [Andrew Blaiklock](#)
To: [City Council Public Comment](#)
Subject: City Council Public Comment Note
Date: Monday, October 4, 2021 2:41:36 PM
Attachments: [Dear City Council Members 01.docx](#)

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 Public Comments Team,

I wanted to submit the attached for review by the South Pasadena City Council.

Thank you!

Andrew

Dear City Council Members,

One of the steps that many South Pasadena parents undertook to counter the myriad negative impacts of the past year and a half on their families was to bring new life into their homes in the form of a puppy or young dog.

Across the town households have grown with the inclusion of new dogs and, in turn, families have found their way back outside into the sunlight to share their lovely South Pasadena neighborhoods with their new, growing four-legged family members.

While new dogs have brought more and more residents outside they have also brought together many families as they gather in various corners of the town to share the delight, vitality, and love of these new, furry town residents.

While it would not be a practical option in a number of locations, I would like to ask that the City Council consider the option that some early morning, limited hours, off-leash access to some parks be permissible in South Pasadena.

Thank you for your time and consideration.

Andrew Blaiklock
612 Fairview Ave
South Pasadena, CA 91030

From: [Tamara Binns](#) on behalf of [CCO](#)
To: [City Council Public Comment](#)
Subject: FW: Email the Council-Animal Commission Coments
Date: Wednesday, September 15, 2021 5:43:04 PM

From: Sherry Plotkin <sherryplotkin@yahoo.com>
Sent: Wednesday, September 15, 2021 4:02 PM
To: CCO <cco@southpasadenaca.gov>
Subject: Email the Council-Animal Commission Coments

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 REEVALUATE THE ANIMAL COMMISSION

I am very disappointed and concerned that South Pasadena is about to eliminate our Animal Commission.

I will explain why but the summary of this letter is to request city Council and City Manager keep the Animal Commission, take applicants and fill the vacant positions, and give it a 1 year period of time to prove its value before action is taken. It has been over 2 years since there has been a full functioning committee.

It is obvious that South Pasadena is a city where most citizens have or enjoy dogs and cats. The proof of this is that we have captured a large piece of our land to house 2 dog parks. This is also a sign of a civilized city. We also have citizens who live here because they want to be safe and quiet. This can be seen on *Next Door South Pasadena* and *Instagram* as well as news articles and comments. Peacocks, coyotes, rats, stray animals, poisoned animals of all sorts etc. need to be handled quickly and professionally. And finally animal education is critical to the welfare of our city. The AC will lead this endeavor through research and education, bringing in professionals to run lectures and take part in workshops.

These issues and more need to be addressed before there is an incident(s) which will cause South Pasadena trauma and money!

I realize the police department and others do not want to deal with this and most of us have parts of our positions we don't like to do but it is not wasted time, it is improvement of our streets and our entire community.

While the city management would like to eliminate this committee, if you were to include this on our November ballot, you would find out that a majority of our community would vote NO on a resolution to eliminate the Animal Commission. THESE ARE YOUR CONSTITUENTS!

One of the reasons given for eliminating the AC was that there are open positions on the AC without being filled. I have wanted to join that commission as does one of my neighbors. We were never informed there were openings.

We have been told the Animal Commission is just the first to be eliminated and yet, you suggest that these aforementioned activities will be taken over by other commissions. What other commissions? And, will you also promise the same thing to other eliminated commissions? Where will you find the people to carry on??

Please give a full Animal Commission a fair chance to add value to our community and benefit our citizens.

If a full commission cannot provide high benefit to South Pasadena, then so be it, but give a full commission in a brave new world, the chance to prove it can.

Respectfully,

Sherry Plotkin

1715 Wayne Avenue

sherryplotkin@yahoo.com

From: [Matthew Barbato](#)
To: [City Council Public Comment](#)
Subject: General Comment - A City Wide Audit must include a look at racial bias
Date: Wednesday, October 6, 2021 9:15:20 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.

The City's plan to co-opt a community demand for a city-wide audit by excluding the most critical element of the audit, ie. a look at potential racial bias in our departments, is beyond unacceptable and is a continuation of the city's failure to address deep community concern about how our city has functioned and who it protects.

It appears that after a year of national and local outrage over unequal treatment of our most vulnerable communities, the council and city manager are hoping to return the status quo and sweep our issues under the rug.

It is far past time for the council and city manager to take meaningful steps toward rectifying decades of unjust treatment. A fair and objective Racial Bias Audit made by an outside, reputable organization is a concrete and actionable step in the right direction.

Matthew Barbato
District 2

From: [Anna McCurdy](#)
To: [City Council Public Comment](#)
Subject: In Favor of Audit
Date: Monday, October 4, 2021 8:01:23 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,

My name is Anna McCurdy and I am a resident of South Pasadena. I would like to express my support for requesting the City Council undertake an operational and racial bias audit of the South Pasadena Police Department. The South Pasadena Police Department has shown on multiple occasions that they agree with white supremacist ideologies, made clear by the Department's unwillingness to investigate assaults against BLM demonstrators as hate crimes. Police officers with these extremist and racist views have no place protecting and serving *any* community.

Thank you,
Anna McCurdy



Virus-free. www.avast.com

From: [Megan Adams](#)
To: [City Council Public Comment](#)
Subject: Public comment | Audit of Police Force
Date: Tuesday, October 5, 2021 12:54:24 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.

The community is asking to audit the police department, operationally as well as an audit for racial bias. I'm not sure why this is controversial. In business, any department that gets the most resources and underperforms would be under a microscope and this also benefits the department being audited! Transparency between local government and residents should increase as we work together to solve issues and protect the community. From a very simple stand point, this should start at the "top", being the department which takes the largest portion of our tax revenue. The police department should be welcoming this audit to show South Pasadena and neighboring communities that they are following protocol and are not racially biased when on patrol. The goal of an audit is to increase transparency and pinpoint areas where the department needs to improve and get support.

As a philosophy graduate, horticulture student and mother of 3, I can't understand why the city would spearhead sustainability efforts and drop the ball on social justice. We want to protect landscapes not people? We will continue to act as if the police aren't a problem until something major happens? Will the city council forfeit their salaries to fund payouts to victims of our police department?

Last week Newsom signed 8 police reform bills for California. The state of policing is being addressed on a large scale within California and it should be within our scope as well. We have the opportunity to support our police department and evaluate their performance on all levels so we can understand where we actually stand.

I hope you listen to the community so we can rebuild trust between our police department and the residents of South Pasadena.

Megan Adams

From: [Phung Huynh](#)
To: [City Council Public Comment](#)
Subject: Public comment for 10/6 City Council Meeting
Date: Tuesday, October 5, 2021 8:22:45 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 South Pasadena City Council,

My name is Phung Huynh, and I am a South Pasadena resident in district 3.

I am requesting both a racial bias audit *and* operational audit of the South Pasadena Police Department.

The City Manager shared at the September Public Safety Commission meeting that the audit would only explore SPPD's operations. This is unacceptable because this leaves the problems of racial bias within the police department unaddressed. We still do not have closure from the events of summer 2020, including why officers at every rank of the department failed to investigate hate incidents according to the department's own policy.

Many police departments are investigating themselves to root out officers with extremist views, following reports of many officers participating in the January 6 Capitol Riot. South Pasadena should do the same.

We started this conversation with the City as a community. From the City Manager's report at the Public Safety Commission meeting, there was no mention that community members would help determine the scope of the audit. Before the City decides on the scope, there should be a meaningful community input process.

Sincerely,
Phung Huynh

Phung Huynh
she/her pronouns
www.phunghuynh.com
Instagram: [@phungxion](#)

From: [Michael Siegel](#)
To: [City Council Public Comment](#); [CCO](#); [Kim Kha](#); [Paul Riddle](#); [City Manager's Office](#); [Public Safety Commission](#)
Subject: Walk to School Day/Public Officials
Date: Wednesday, October 6, 2021 9:57:37 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.

This email is also to be entered into public comment for today's council meeting and the next Public Safety Commission meeting.

Today is Walk to School Day, an important reminder that something as simple as walking our children to school can help us positively impact health, environment and the livability of our great city.

I applaud the City for actively getting involved in this event, with city staff and fire and police representation and engagement.

However, I was troubled when walking my children into Marengo Elementary this morning to see the four firefighters posted at the gates not wearing masks and talking closely with the children that passed them.

Our small children do not have a choice currently on getting a vaccine, they are some of the most vulnerable citizens in our community. We must be extra vigilant to protect them. This is especially true of representatives of our city government.

To children this age, firefighters are to be looked up to and emulated. They are examples to our children - children will follow their lead, and yet these firefighters were the only ones near school today who were not wearing a mask. Firefighters and police officers are supposed to be the servants of our community, protecting and ensuring public health. And unfortunately, today the opposite was happening.

It's even more concerning knowing that firefighters and police officers in LA county are more likely to be unvaccinated. Additionally, firefighters in LA County are the most likely of all government employees to contract (and spread) COVID. Per the LA Times, fire stations in LA County reported the most outbreaks locally, combining for a whopping 119 outbreaks, contributing 764 cases out of just over 2,500 of all government employees in the county. That's over 30% of cases attributed to just firefighters! These are first responders who regularly have close contact with the public, particularly our unvaccinated children, which absolutely increases their risk of contracting coronavirus.

How are we supposed to feel safe when those in charge of public safety are flouting rules and posing a threat?

Not only should the city and fire department be ashamed of this conduct, it is also absolutely prohibited by South Pasadena's own RESOLUTION NO. 7713 (via the County of Los Angeles Public Health Dept). Within, Paragraph 5 requires all government employees must follow the "Social (Physical) Distancing Protocol" which is defined in Paragraph 19 as "Wearing a mask when whenever an individual leaves their home or place of residence, and when an individual is or can be in contact with or walking by or past others who are

nonhousehold members in both public and private places, whether indoors or outdoors."

This resolution will be reauthorized at tonight's council meeting, and must be followed.

How are the Council, the City Manager, the Public Safety Commission and the Fire Chief going to ensure our safety? What enforcement and punishment will be meted out to employees who do not follow orders and are a risk to the public?

I ask all here to take action and ensure our safety.

Thank you,

Michael Siegel

From: [Family Jaeger](#)
To: [City Council Public Comment](#)
Subject: SPPD AUDIT
Date: Monday, October 4, 2021 10:03:50 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 and thank you for reading my comment. I strongly urge our city to conduct a RACIAL BIAS audit along with an operational audit. When the City Manager shared at The Public Safety Commission Meeting last month that the audit would only be operational; this could only be interpreted as deliberately ignoring what our community has been asking for—to root out bias in our police department so we can make positive change.

With what our city (and others around the country) have been through the past year and a half in regards to equity, bias and racism within public safety-including the failure of our police department to investigate hate incidents...how could you not?

Please, conduct a racial bias audit along with an operational audit of SPPD.

Thank you,
Amber Jaeger

Regular Session City Council Meeting

E-mail Public Comment

AGENDA ITEM # 10

From: [Chris Bray](#)
To: [City Council Public Comment](#)
Subject: Public Comment, Oct. 6, Item #10
Date: Tuesday, October 5, 2021 12:13:19 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,

I am aware of the case law in California that says attorney invoices aren't subject to disclosure under the Public Records Act. But for years, the City of South Pasadena has listed legal services invoices in a way that allows the public to track spending on particular cases. The change the city has made to the warrant register this month is probably something you can get away with, if getting away with things is your highest aspiration and principal value. I suspect that it is. The truth is that the city is represented by incompetent and unethical lawyers who have spent hundreds of thousands of dollars diddling around pointlessly on a lawsuit from a member of our community that could have been settled for very little money three years ago. If you're proud of the fact that the law probably allows you to hide your spending on that case, do what you feel. But don't expect that you'll be respected or appreciated for taking the lowest possible road.

tl;dr: Case law allows you to waste hundreds of thousands of dollars on dumb litigation and hide it from the public. How inspiring.

Chris Bray
South Pasadena resident

Regular Session City Council Meeting

E-mail Public Comment

AGENDA ITEM # 21

From: [D. Shane](#)
To: [City Council Public Comment](#); [City Clerk's Division](#)
Cc: [Armine Chaparyan](#); [Tamara Binns](#); [Diana Mahmud](#); [Michael Cacciotti](#); [Evelyn Zneimer](#); [Jack Donovan](#); [Jon Primuth](#); [Brian Solinsky](#); [Margaret Lin](#); [WISPPA](#); ben@southpasadenan.com
Subject: October 6, 2021 Regular City Council Meeting: Public Comments: Agenda Item No. 21 (Caltrans Surplus Housing)
Date: Wednesday, October 6, 2021 10:36:21 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 Mayor Mahmud and City Council Members:

With respect to City Council Agenda Item No. 21, I continue to support a negotiated solution to the Caltrans housing surplus rather than yet another bureaucratic process with consultants. This will be a HUGE endeavor that our SMALL City simply **does not** have the resources to implement! Relying on third parties to resolve this will only set the City back as we have learned from previous fiascos and will be counterproductive for the existing Caltrans tenants and our entire community.

My family continues to support a simple and direct process as developed by the South Pasadena Preservation Foundation. Your tops down approach is not supported by those of us who will be DIRECTLY affected. Please **listen** to the PEOPLE of this wonderful City:

1. **Vacant houses:** For the 17 vacant single-family houses, three vacant multifamily buildings and two vacant lots, the side-by-side escrow process (also referred to as the double escrow) is the fastest, easiest, and least expensive means for selling these properties. This approach has been used successfully before and can be modified as necessary to reflect any changes in the Roberti Law since it was used 20 years ago.
2. **Tenant occupied houses/multifamily units purchased by tenants:** Every effort should be made to encourage qualified tenants to purchase their homes as currently permitted by the Roberti Law and, if tenants in a multifamily building, to form a common ownership entity to purchase the building. There are currently 39 tenant-occupied single-family homes and seven multifamily properties. To improve the odds of a successful outcome, the City, working with local lenders and nonprofits, should provide support services and education for low-income and first-time homebuyers.
3. **Tenant occupied houses/multifamily units not purchased by tenants:** For any remaining tenant occupied houses or multifamily units where the tenants choose not to buy the property, the City of South Pasadena should acquire these properties. The City should then transfer ownership of the properties to a community land trust so that its governing board, made up of representatives from the community, can decide which properties to offer for sale and which to offer for rental.
4. **Eight properties on which there are vacant historic structures:** These properties should be sold at market value and the sales proceeds used to develop affordable housing in South Pasadena. As was done with six property sales in the 1990s and most recently with the parcel adjoining the Garfield House, SPPF will hold preservation covenants on all historic structures sold.

This is truly the best approach, least expensive approach, and still aids the City in its process to meet the RHNA/housing element goals. Please do the right thing for the Caltrans tenants and for all of the residents adjacent to and near these long neglected housing units.

Sincerely,

Delaine, Russ, and Sara Shane
2003 Meridian Avenue

From: [L Esposito](#)
To: [City Council Public Comment](#); [City Clerk's Division](#)
Cc: [Armine Chaparyan](#); [Tamara Binns](#); [Michael Cacciotti](#); [Diana Mahmud](#); [Evelyn Zneimer](#); [Jack Donovan](#); [Jon Primuth](#); [Brian Solinsky](#); [Margaret Lin](#); [WISPPA](#); ben@southpasadenan.com
Subject: October 6, 2021 Regular City Council Meeting: Public Comments: Agenda Item No. 21 (Caltrans Surplus Housing)
Date: Wednesday, October 6, 2021 11:35:13 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 Mayor Mahmud and City Council Members:

With respect to City Council Agenda Item No. 21, this letter serves to confirm I support my neighbors and our collective negotiated solution to the CalTrans housing surplus. The last thing we need is additional bureaucratic red tape. And we know better than anyone, as our area of South Pasadena is directly impacted.

Please answer with following:

- **How many vacant or tenant-occupied CalTrans homes are on your block?**
- **When you walk outside your home, how many CalTrans renters can you count on your street?**
- **How many dilapidated CalTrans structures can you see from your front door?**
- **How many ramshackle CalTrans homes can you identify from your backyard?**

To the aforementioned, my answer is eight. I doubt any of you come close to that number. So why should you dictate the terms and conditions for the surplus homes? We are not interested in your "solution." The following is our proposal:

1. Vacant houses: For the 17 vacant single-family houses, three vacant multifamily buildings and two vacant lots, the side-by-side escrow process (also referred to as the double escrow) is the fastest, easiest, and least expensive means for selling these properties. This approach has been used successfully before and can be modified as necessary to reflect any changes in the Roberti Law since it was used 20 years ago.

2. Tenant occupied houses/multifamily units purchased by tenants: Every effort should be made to encourage qualified tenants to purchase their homes as currently permitted by the Roberti Law and, if tenants in a multifamily building, to form a common ownership entity to purchase the building. There are currently 39 tenant-occupied single-family homes and seven multifamily properties. To improve the odds of a successful outcome, the City, working with local lenders and nonprofits, should provide support services and education for low-income and first-time homebuyers.

3. Tenant occupied houses/multifamily units not purchased by tenants: For any remaining tenant occupied houses or multifamily units where the tenants choose not to buy the property, the City of South Pasadena should acquire these properties. The City should then transfer ownership of the properties to a community land trust so that its governing board, made up of representatives from the community, can decide which properties to offer for sale and which to offer for rental.

4. Eight properties on which there are vacant historic structures: These properties should be sold at market value and the sales proceeds used to develop affordable housing in South Pasadena. As was done with six property sales in the 1990s and most recently with the parcel adjoining the Garfield House, SPPF will hold preservation covenants on all historic structures sold.

Sincerely,

Linda Esposito
Billy Reed
809 Bonita Drive

From: [andrea sweet](#)
To: [City Council Public Comment](#)
Subject: Agenda #21 comment
Date: Wednesday, October 6, 2021 10:24:26 AM
Attachments: [2 city council statement 2.pdf](#)
[ATT00001.htm](#)

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,

Please find my public comment regarding agenda item #21 for the 10/6 city council meeting. I have included the full statement in the body of this email as well as attached it as a PDF for you.

We have read the staff report and this letter is addressing agenda item #21.

To the members of the city council, we would like to introduce ourselves...

We have attended many meetings in silence regarding these houses over the years and on some occasions have made ourselves known to some.

We are the Weinbrechts...Residents of 1821 Meridian Avenue, South Pasadena for 10 years. Andrea, a union Costume Designer, Greg a free-lance promo producer, and William a fearlessly resilient 2nd grader at Holy Family.

You can find us at Garfield Park playing at the playground, strolling Mission on art walk night, marching in the festival of balloons, watching little league in the arroyo, and enjoying a Sunday dinner at Mike and Anne's.

In 2016, when we were first notified that Cal-Trans would be selling the houses, we were excited and filled with hope that we could buy our little 100-year-old, 2-bedroom, 1 bathroom house and officially be permanent residents of our "forever" home, South Pasadena.

Back in 2016, that seemed like a reasonable and attainable reality...

Today, with a historic explosion in housing prices, the passage of a series of ever changing and confusing regulations, including the recently passed SB-381 bill... it couldn't seem more unattainable...

In the 5 years since Phase 1 began, we have witnessed the condition of our house degrade while home prices continue to skyrocket. We have also seen the recent participation of a city who did not want to tip the scale with Cal Trans, now put its whole weight on with its support of SB-381. We first went to the city in 2016 when notified our house would be sold. We were told by city employees they would be staying out of the process. Seemingly, the tides have turned on the city's position with a minority leading the majority on this issue.

We signed an affidavit to buy this house before SB-381 was even conceived. It now seems with its passage, that a self-declared fair market buyer, such as ourselves, who did not qualify for low or moderate status or the 150% area median income (\$108,000 for a family of 3), and who were promised every step of the way, through the Roberti act, calls with the State legislators and assistants, Cal Trans, and even South Pasadena City officials, that we would NOT be displaced from the place we call home regardless of our income. ***We were assured we could rent if we passed on the house.***

It now seems like ***that promise*** has been broken.

We are looking at being offered a purchase price that is \$115K more than the price assessed by Caltrans in 2017. That price was only just recently revealed to us this year in written correspondence in March 2021. We were told by Cal Trans to get pre-approved for the 2017 amount and if qualified the house would be re-appraised and sold to us at the higher price.

We are being unfairly penalized because Cal-Trans has proven once again they are irresponsible property owners and should not be in charge of these sales. The constant changing of the rules and regulations have left us in the position of footing the bill or risk being evicted. And to add insult to injury, city that was staying **uninvolved** is now moving in a direction of heavy involvement with little to no input from the tenants in these homes and residents of the effected neighborhoods.

This house is unbolted from its foundation, its pilings are leaning, there is visible cracking on the façade, there are cracks in the foundation. Roll a marble across our floor and it will go diagonally from one corner to the next. A tiny sample of the issues we face in our consideration of the purchase price at “fair market value” as determined by Cal-Trans...

Let’s be frank, at current South Pas prices we are looking at a down payment of nearly \$200K *plus* (and it would not be an exaggeration to say) probably over \$100k in costs to fix the house to livable and safe conditions (let alone remodel it to be in line with a house at this price).

Given these issues, what other buyers at this “fair market” would take that risk? Only one comes to mind, a rudimentary paint and patch real estate flipper, who could cover up and unleash these problems on a new and unsuspecting buyer or an unscrupulous HRE.

We are not flippers. We are middle class residents of this community who want to be treated fairly and equitably through the sales process, not discriminated against because we do not qualify for affordable housing. We want to remain in our home.

All this being said, it is not even the money or being precluded from finding/owning other properties in this 5-year period that makes this decision so difficult for our family, it’s the fact that South Pas now lies in wait to purchase our home should we pass or not qualify in 9 months and **not** rent it to us.

To displace us from the home ***that not only is home to the 3 of us, but is the home that our son, James, who bravely fought and lost his battle at the age of 2 with Tay-Sachs disease only a year ago...***

The same house that we gathered and prayed over his body, saying our last good byes.

It is now unfathomable to us that, should we pass on this property to avoid life altering debt, that we would be displaced by the same city we have loved and supported.

The same city, who when petitioned, voted unanimously to honor our son with an engraved memorial in the Children’s Healing Garden in the corner of the same park that we love so much.

We share this part of the story not to play on your sympathies but to illustrate something that we feel has been FORGOTTEN here.

These houses not only represent the future of this city but the PRESENT and will have lasting effects on this community and **will not** be the easy fix that some believe it to be.

There is a story behind each and every one of these walls, not just the unsightly and overgrown properties that were left uncared for by Caltrans and where the city sees an opportunity to fulfill state mandates levied upon them from Sacramento.

We implore you for aid in finding a well thought out solution for the path to homeownership for those residents of this city who have helped it grow and flourish and who may not qualify for affordable housing. We have talked to board members of the South Pasadena Preservation Foundation and reviewed their 3 Point Plan. We feel that would be a better approach for the city from a renter/prospective buyer position. It would open an equitable path to home ownership for tenants of all income levels and work toward the preservation of this community which is what the Roberti Act is meant to do. This can be implemented immediately, as opposed to waiting for at least a year before regulations are written and 381 could be implemented. None of which would help us or other families like us who have laid roots in this community at all.

In the spirit of the Roberti Act, the city should want to help keep the residents who have greatly contributed to the city and its growth all these years. We need to know the city where we have chosen to hang our hats is working for us, not against us.

Isn't it Ironic that we always thought it would be Caltrans who would be the one to force us out. Now it appears it will be the city we love and don't want to leave.

Sincerely,



Andrea Weinbrecht

CalTrans Tenant and Resident of South Pasadena

PETITION

As residents of the former 710 corridor, and adjacent, in South Pasadena who will be disproportionately affected by any state and local legislation related to the disposition of the Caltrans housing, we disagree with the proposed language of SB 381.

Caltrans has mismanaged these properties for over 50 years by subjecting their tenants to substandard living conditions, failing to maintain vacant homes, and ignoring the neighboring homeowners who live with their negligence and the devaluation of the properties in our neighborhood. Instead of the city's promotion of a vague and top down forced piece of state legislation, we residents want the city to facilitate the following:

- **IMMEDIATE SALE AND RESTORATION OF VACANT, UNOCCUPIED CALTRANS PROPERTIES TO QUALIFIED, OWNER-OCCUPIED BUYERS**

We want all, unoccupied, vacant properties to be sold to a pool of qualified buyers who will restore the properties and become the resident home owner.

- **NO OUTSIDE "HRE" MANAGEMENT OF PROPERTIES**

We DO NOT want any unoccupied, vacant properties to be managed by a Housing Related Entity ("HRE") and managed as "affordable housing". We already have this with Caltrans. Additionally, the city has lacked enforcement on the maintenance of other entities like Esperanza Housing in our neighborhoods. Sell them to a qualified buyer so they can rehabilitate the property and reside in it. Homeownership brings a sense of stability, belonging to a community and pride of ownership!

- **HOMEOWNERSHIP FOR CURRENT CALTRANS TENANTS RESIDING IN THEIR HOME**

We want our neighbor-CT tenants to be guaranteed priority to purchase their property. The Roberti Act promised these tenants the option to buy years ago. Many are waiting for ownership to do the necessary home restorations.

- **NO LOT SPLITS OR ZONE CHANGES OTHER THAN THOSE MANDATED BY PRESENT STATE LAW**

We DO NOT want any Caltrans properties to be allowed to be demolished in order for a buyer to then build any other type of home than is already mandated by present law. Already, our neighborhood is at its capacity. Adding more parking, more potholes on the streets from overuse, more sewer line issues by adding density is an overburden to our already dense neighborhood.

Our city's #1 income is our property taxes! Place these properties back on the county tax rolls! We have patiently waited for these homes to sell for several years. Please allow the sales to continue with the existing Roberti Act without additional legislation.

Petition Signatures SB391

Joanne Nuckols
Tom Nuckols
Victoria Patterson
Chris Patterson
Cole Patterson
Ry Patterson
Laurance Lau
Callie Lau
Delaine Shane
Russel Shane
Elizabeth Anne Bagasao
Ann Ogawa
Ava Herrera
Blair Slattery
Bonnie Kingry
Brian Bright
Brock Carlson
Doug Watkins
Ed Herrera
Emily Beaghan
Grace Song
Jean-Claude Jones
Jenny Bright
Jerry Wong
Matthew Burmood
Barry Kleinman
Phil Stalker
Billy Reed
Linda Esposito
Matthew Barbato
Larry McGrail
Marko Chase
Fahren James
Danzy Senna
Natasha Prime
Richard Guerrero
Megan Guerrero
Po Lin
Bert DeMars
Brandon Fox
Jamie Drinville
Chris Mathews

Michael Kemp
Mila Renken
Megan Guerrero
Christine Chin
Colleen Grace
Ezequiel Quezada
Michele Clark
Marko Chase
Anne Rector
Raymond Givigian
Kathleen Baumann
Traci Samczyk
Veronica Arenta
Sally Takada
Heidi Owen
Esther Mar
Joo Lee
Christine Feldman
Jeannie Rodriguez
Julian Cardenas
Lawrence Wingard
Lily Guzman
Charl Greene
Michael Girvigian
Andrea Weinbrecht
Greg Weinbrecht
William Weinbrecht
Delaine Shane
Russ Shane
Sara Shane
Kim Carlson

From: [Care First South Pasadena](#)
To: [City Council Public Comment](#)
Subject: 10/6/21 City Council Meeting, Item 22, Public Comment
Date: Tuesday, October 5, 2021 4:19:04 PM
Attachments: [2021-10-05 Care First Comment Item 22.pdf](#)

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,

Please find attached a public comment from Care First South Pasadena for Agenda Item 22.

Thanks,

Care First South Pasadena

October 5, 2021

Sent via email ccpubliccomment@southpasadenaca.gov

RE: Public Comment, Agenda Item No. 22, Receive and File Report on Unarmed Traffic Enforcement Officers

Dear City Council:

As the City Council prepares to receive and file the report on unarmed traffic enforcement prepared by the Public Safety Commission, we request that the city strike the Commission's recommendation to "not move forward with the implementation of an unarmed traffic enforcement program." (Agenda Report, p. 1.) Unarmed traffic enforcement cannot be implemented in the immediate term because of prevailing state law but this can change if it is amended by the state legislature. South Pasadena can take an active role in asking the state legislature to act, as it has done successfully with various initiatives in the past, most recently with the passage of SB 381 (Portantino) to allow the city to purchase Cal Trans properties. In this instance, the City Council can adopt a resolution requesting our state representatives enact legislation to give municipalities greater flexibility in traffic enforcement, as the city of Berkeley has done. (Agenda Report, p. 2.)

While we appreciate the extensive research that the Commission completed in preparing this report, we are concerned about the haste in which these recommendations passed through the Commission and are now in front of this Council. Care First South Pasadena approached the Commission earlier this year to consider the possibility of implementing unarmed traffic enforcement. We provided initial research and had hoped this would be a more extensive dialogue with thoughtful consideration of available policy approaches. For example, the City could accelerate the reporting requirements of race and ethnicity in traffic stops ahead of the 2023 schedule, but the report does not consider this possibility. The City could also sample prior arrests for the existence of racial disparities, but, again, the report does not consider this possibility. Further, the report is ripe with unsubstantiated, conclusory findings: for example, that officer training is in fact effective in reducing racial bias in traffic enforcement stops; and that pursuing an ordinance to prevent officers from enforcing minor traffic infractions would subject the city to class action litigation. On what grounds?

We would like unarmed traffic enforcement to remain an ongoing agenda item for the Commission and for the Commission to conduct more affirmative outreach to stakeholders—other than online posting of the Commission's meeting agendas. The report is premature to receive and file at this point, and should be returned to the Commission to incorporate community feedback, with additional research as needed.

Sincerely,

Care First South Pasadena